

PUBLIC NOTICE OF MEETING

Pursuant to Section 19.85, a Wisconsin Statute, notice is hereby given to the public that a regular meeting of the Board of Park Commissioners of the City of De Pere will be held at 6:30 p.m. on Thursday, May 21, 2009 in the Community Center Oak Room (upper level, down the hall from the office), 600 Grant Street, De Pere. A brief tour of the Community Center will begin promptly at 6:15 p.m. Anyone interested in taking this tour should meet in the upper level of the Community Center.

AGENDA:

1. Minutes of Board of Park Commissioners meeting. (Attachment)
2. Open discussion on Community Center and usage.
3. Action on Simplex contract extension for the Community Center to monitor and maintain access control system. (Attachment)
4. Action on A & A Fire and Security contract extension for the Community Center for security, fire and elevator monitoring. (Attachment)
5. Action on A & A Fire and Security contract extension for the Community Center for security system maintenance. (Attachment)
6. Action on A & A Fire and Security contract extension for the Community Center for fire alarm inspection and preventative maintenance.
7. Request from the Town of Ledgeview to have non-resident fees waived for recreational soccer league players. (Attachment)
8. Election of Officers.
9. Public Comment Period.
10. Future Agenda Items.
11. Staff Updates.
 - a. Major Projects
 - b. Teen Advisory
 - c. Capital Improvement Plan
12. Adjournment.

Marty Kosobucki
Director of Parks, Recreation & Forestry

Agenda Sent To:

Committee Members (hard copy)
Mayor Michael J. Walsh (hard copy)
Larry Delo, City Administrator
Judy Schmidt-Lehman
Marty Kosobucki
Ernie Christus
Don Melichar
Paula Rahn
Lori Pazdera
Scott Thoresen
Dale Rhodes, Select Soccer Organization
George Ostrander, De Pere Rec. Soccer
Bill Kelley, Select Soccer
Larry Lueck, DADS
Ed Hock, Kelly Danen Minor/Little League

Alderpersons (hard copy)
Charlene Peterson (hard copy)
City Hall, 1st Floor
City Hall, 2nd Floor
De Pere Area Chamber of Commerce
Brown County Library, De Pere
TV & Radio Stations
Green Bay News Chronicle
Green Bay Press Gazette
De Pere Journal
Ben Villarruel, Unified School District
John Zegers, West De Pere School District
Tim Smith, De Pere Girls Softball
Steve Wilmet, Legion Baseball
Randy Hofer, De Pere Youth Hockey

Agenda Also Sent To:

Jeff Van Straten, Ledgeview Town Chairman,
Sarah Burdette, Town of Ledgeview Clerk/Administrator
Mark Olsen, Ledgeview Park Committee Chairperson

Notice is hereby given that a majority of the Members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility. Any person wishing to attend who, because of disability, requires special accommodation, should contact the Park, Recreation & Forestry Department at 339-4065, two days prior to the meeting date, so that arrangements can be made.



Memorandum

To: Park Board

From: Marty J. Kosobucki
Director of Parks, Recreation and Forestry

Re: Agenda Summary

Date: May 21, 2009

1. **Minutes of Park Board meeting**

2. **Open discussion on Community Center and useage.**

A number of the user groups in the Community Center have been invited to come to our meeting to provide comment on what they like about the Community Center and ideas for improvement. No action needs to be taken, this is just an opportunity to hear from our user groups.

Staff Recommendation: None

3. **Action on contract extension to monitor and maintain access control system.**

Staff would like the Park Board to approve a three-year extension with Simplex Grinnel to monitor and maintain our access control system at the Community Center. The cost of the agreement is \$814/year.

Staff Recommendation: Approve and forward to City Council.

4. **Action on contract extension for Security, Fire and Elevator monitoring.**

Staff would like the Park Board to approve a three-year extension to A&A Security for twenty-four hour monitoring of elevator, security system and fire alarm systems at the Community Center. The cost of the agreement is \$527/year.

Staff Recommendation: Approve and forward to City Council.

5. **Action on contract extension for security system maintenance.**

Staff would like the Park Board to approve a three-year extension to A&A Fire and Security to conduct system maintenance on the Community Center security system. The cost of the agreement is \$262/year.

Staff Recommendations: Approve and forward to City Council.

6. **Action on contract extension for fire alarm inspection and preventative maintenance.**

Staff would like the Park Board to approve a three-year extension with A&A Fire and Security to provide inspection and preventative maintenance services for the Community Center Fire Alarm system. The cost of the agreement is \$340/year.

Staff Recommendation: Approve and forward to City Council.

7. **Request from the Town of Ledgeview to have non-resident fees waived for recreational soccer league players.**

This issue has been discussed at a previous Park Board meeting, however no decisions were made because the Town of Ledgeview had not constructed any soccer fields. It is estimated that by 2010, the Town will have five soccer fields up and running. I have included the summary I provided the last time this issue was discussed. The summary breaks down the numbers, fields and key points in this issue.

Staff Recommendation: None

8. **Public Comment Period**

9. **Future Agenda Items**

10. **Staff Updates**

- A. Major Projects
- B. Teen Advisory
- C. Capital Improvement Plan

11. **Adjournment**

A meeting of the Board of Park Commissioners was held on Thursday, April 23, 2009, 6:30 p.m. at the Municipal Service Center, 925 S. Sixth Street, De Pere. Members present: George Brown, Bill Volpano, Rod Kowalczyk, Kathy Van Vonderen, Mike Donovan, Sue Schinkten, James Boyd. Also present: Marty Kosobucki, Director, Don Melichar, City Forester

1. Minutes of Board of Park Commissioners meeting. (Attachment)
James Boyd moved to approve the minutes, seconded by Sue Schinkten. Motion passed.
2. Community Center 1st Quarter Report. (Attachment)
Kathy Van Vonderen moved to approve the minutes, seconded by Bill Volpano. Motion passed.
3. Ice Time Management 1st Quarter Report. (Attachment)
Kathy Van Vonderen moved to place document on file, seconded by Bill Volpano. Motion passed.
4. Review and discussion on petition from residents residing next to Willems Park. (Attachment)
James Boyd moved to open the meeting; Sue Schinken seconded the motion. Motion passed. Dick and Sharon Collar, 1217 Driftwood, met with Marty Kosobucki regarding the teenage activity in Willems Park after dark. Because it is so dark the neighbors are uncomfortable and would like to see a light installed by the playground equipment. These teenagers many times are using the playground equipment that is intended for 5 to 12 year old children. The Park Department is also installing signs in this park stating no animals allowed and a sign stating the playground equipment is intended for 5 to 12 year old children. Mr. Collar mentioned that he is the closest resident to the park and Todd Coolmen who lives at 1217 Driftwood spoke that he was the second closest neighbor and is also requesting this light be installed. A petition of 10 signatures from close neighbors around Willems Park signed a petition requesting the Park Board approve their request.

Mike Donovan moved to go back to regular session, seconded by Kathy Van Vonderen. Motion passed. Marty Kosobucki felt that the cost of approximately \$100 per year for this light could be absorbed by his budget; however, the estimated \$750 for the light, pole and installation is not budgeted in 2009. Marty has discussed with the City Administrator who suggested that if the Park Board approved the light and installation, it could possibly be taken out of the contingency fund. Mike Donovan moved to approve their request and send on to the Council for their approval. Kathy Van Vonderen seconded the motion. Motion passed.
5. Action on renewing lease with Our Lady of Lourdes for Kidz Zone program. (Attachment)
Sue Schinkten moved to approve the lease agreement with Our Lady of Lourdes for the Kidz Zone program, seconded by Rod Kowalczyk. Motion passed.
6. Action on lease agreement with Legion Baseball for the use of Southwest Park. (Attachment)
Sue Schinkten moved to open the meeting, seconded by James Boyd. Motion passed. Steve Wilmet, 866 Windsong Way, spoke on behalf of the Legion Baseball lease agreement for Southwest Park. Mr. Wilmet explained that they have began a capital campaign with a price tag of one million dollars. He felt the scoreboard would be the first item to be purchased, and then benches in the dugouts, bleachers, and eventually a bathroom/concession/storage building. We will be using the playing field this year and will have temporary dugout benches. The Legion baseball games normally are June 10 to approximately August 10. Currently there are 45 home games played in 8 weeks; some multiple games are played on weekends. Rod Kowalczyk moved to go back to regular order, seconded by Mike Donovan. Motion passed. Mike Donovan moved to approve and forward to Finance the lease agreement with Legion Baseball for the use of Southwest Park; Kathy Van Vonderen seconded motion. Motion passed.

7. Review and provide comment on preliminary request for proposal relating to the feasibility study for a second sheet of ice at the Ice Arena. (Attachment)
The Board reviewed and commented on the RFP relating to the feasibility study. It was mentioned that under the Scope of Work to revise the wording of second sheet of ice to additional sheet(s) of ice. Also commented that study should perhaps incorporate the cost for an "as is" facility, "new" facility, and operating costs and improvement costs for both. In addition, correction under Location, misspelling of Wisconsin. Rod Kowalczyk moved to approve the RFP with revisions, seconded by Kathy Van Vonderen. Motion passed.
8. Review and approval of revised Dog Park Ordinance. (Attachment)
Mike Donovan moved to approve the ordinance, seconded by Sue Schinkten. Motion passed.
9. Adopt Dog Park Rules and Regulations. (Attachment)
The Council revised the hours to 7:00 am to sunset, from sunrise to sunset. The Council felt that if there were barking dogs at sunrise it could be a problem with neighbors. Kathy Van Vonderen commented on the rules being revised to more positive rules. Marty Kosobucki commented that Don Melichar revised these rules and did a fine job. Board felt that under rule #6 to take out the bold and underline. Bill Volpano moved to approve the rules and regulations with revisions, seconded by Sue Schinkten. Motion passed.
10. Public Comment Period. No one present.
11. Future Agenda Items.
 - Next meeting will be at the Community Center. There will be a tour of the Community Center beginning at 6:15 for anyone wishing to tour the facility. Meeting will begin at 6:30 pm.
 - Election of Officers - May
12. Staff Updates.
 - a. Legislative Forum -- Washington DC
 - b. Major Projects

Marty also mentioned that he and George Brown met with the Managers of the 14" Over Thirty League as part of the new Park-Reach Out Program. They voiced their concern about lighting at the Legion Ball Diamond and stated it has deteriorated and it is very difficult to see the ball at night. Also, due to the field having the white limestone and playing with a white ball, it is extremely difficult to see the ball once it is hit. Marty showed them a copy of the 2010 Capital Projects and the lighting for Legion is in there, however, that does not assure that this will be approved. The managers said that they would be willing to umpire themselves, thus saving the City money from paying umpires as is done now.

Don Melichar gave a brief summary of the Gypsy Moth Spray that will occur mid to end of May.
13. Adjournment.
Sue Schinkten moved to adjourn the meeting and Bill Volpano seconded the motion. Motion passed.

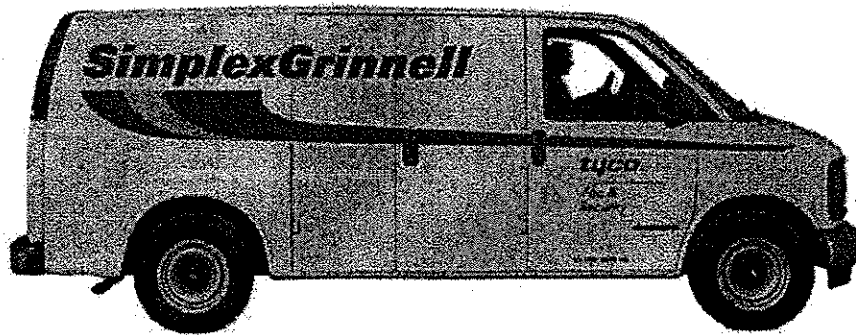
The meeting ended at 8:06 p.m.

Lou Ann Zeamer, Secretary

SimplexGrinnell BE SAFE.

A Tyco International Company

Safeguarding your occupants and property from fire



De Pere Community Center

Paula Rahn

Inspection Plus Proposal

THE SIMPLEXGRINNELL ADVANTAGE

Selecting SimplexGrinnell for your inspection services may be one of the soundest decisions you ever make.

You'll have peace of mind in knowing that the critical systems helping protect your people, property and business are being maintained and serviced by the most capable organization in this industry. *Here's why:*

Experience – a 150+ year heritage that no one can match

Service and Support – with company-owned District Offices throughout North America. Our capabilities are second to none

Technical competence – our own, highly skilled workforce of professionally trained and NICET-certified technicians

Breadth – direct experience in service and repair of all major equipment brands

Support – we're 12,000 strong, with engineering, manufacturing and service capabilities second to none

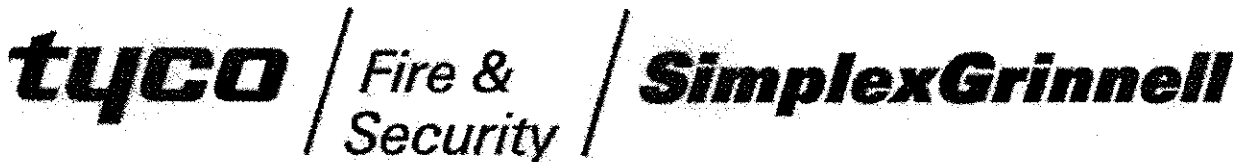
Cost-effectiveness – single-source service capability for all your systems, with economies of scale

Flexibility – tailoring our services to the needs of your business

National program management – consistency for all your locations, with centralized administration

Reporting – helping you meet code and insurance requirements

Reliability – confidence in using a long-term world leader in the life-safety and building systems industry



SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work De Pere Community Center

Access Control Parts and Emergency Labor Cov. (inspections not included)

Access Control Systems [Full Service (8-5/M-F)]

Intelligent System Controller

Workstation

Electric Door Strike

Door Security Contacts

Card Reader

Batteries

Subtotal for Access Control:

\$814.00

SPECIAL PROVISIONS

De Pere Community Center, Access Control Parts and Emergency Labor Coverage

EMERGENCY SERVICE CALL AND LABOR:

For Listed Electronic Systems.

Standard Service (Provided during normal working hours, Mon – Fri, 8:00 a.m. – 5:00 p.m., excluding holidays). This provision includes labor, travel, and mileage charges for repairs associated with normal equipment failures. Emergency service will be provided within 24 hours of notification Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding SimplexGrinnell holidays, unless outlined as a special provision to the contract. This provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices. **NOTE: With Standard Emergency Service, customer is invoiced at standard (normal working hrs) labor rate for billable after hours service calls.**

PARTS AND COMPONENT REPLACEMENT:

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:

Additionally, these Special Provisions cover component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. **Replacement of faulty wiring is not covered. (See Terms and Conditions.)**

BATTERY REPLACEMENT INCLUDED

This Access Control option includes replacement parts and emergency labor coverage as described above. It does not include inspections of the system or software support coverage.



SERVICE AGREEMENT

This agreement is made by and between De Pere Community Center ("Customer") and SimplexGrinnell LP ("Company") and is effective as of **06/01/2009 to 05/31/2012**.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations:
De Pere Community Center

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Eight Hundred Fourteen Dollars and 0 Cents (\$814.00).

Payment Terms:

Payment is due upon receipt of invoice.

Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

CUSTOMER

De Pere Community Center
600 Grant Street
De Pere, WI 54115

SIMPLEXGRINNELL LP
1941 Holmgren Way
Green Bay, WI 54304

By: _____
Print Name: Paula Rahn
Title: _____
Phone# : (920) 339-2471
Fax# : _____
Customer email : _____
PO# : _____
(Customer)# : _____
Date : _____

By: _____
Print Name: Curt Miller
Title: PSR
Phone Number : 920-246-7185
Fax Number : 920-494-6276
E-Mail Address: cumiller@simplexgrinnell.com
License Number (if applicable): _____
Date : _____
Authorized Manager : _____

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for three (3) years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be

increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance

with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation Of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.

Customer agrees to look exclusively to the Customer's insurer to recover for injuries or

SERVICE AGREEMENT

(continued)

damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense

against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("covered lines are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees,

and monitoring services, of scheduled testing and/or repair of systems;

- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to and monitoring services, of scheduled testing protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Repair Services (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

SERVICE AGREEMENT

(continued)

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all

losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities.

(i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

20. Force Majeure. Company shall not be

responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

23. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2 % per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

25. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

26. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

27. Severability. If any provision of this Agreement

SERVICE AGREEMENT

(continued)

is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

29. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

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**De Pere Community Center
600 Grant St.
De Pere, WI 54115**

Re: Security & Fire Monitoring / Elevator Monitoring Agreement

4/14/2009

A&A Fire and Security, Inc. are pleased to offer the following cost information on equipment and services as described below:

**Security and Fire
Central Station Monitoring Agreement**

The A & A Fire and Security, Inc. central station services are \$24.95 per month billed quarterly or \$299.00 per year if billed annually. Central station monitoring charges are taxable under the Wisconsin tax laws. The initial term of this agreement is for 3 years with automatic 1-year renewals unless 30 days written notice is given of cancellation. The Alarm Monitoring Agreement describes the details in full.

Features of A&A Central Station Monitoring:

- Unlimited number of reporting zones
- No charge for account changes and modifications done from our office
- Monthly, quarterly or yearly billings
- UL Certificates offered
- Computerized system data maintenance
- WEB Based End User account management

Annual Cost:	\$299.00
3 Year Cost:	\$897.00

**Elevator
Central Station Monitoring Agreement**

The A & A Fire and Security, Inc. Elevator Phone Monitoring services are \$19.00 per month billed quarterly or \$228.00 per year if billed annually. These charges are taxable under the Wisconsin tax laws. The initial term of this agreement is for 3 years with automatic 1-year renewals unless 30 days written notice is given of cancellation.

Annual Cost:	\$228.00
3 Year Cost:	\$684.00

Valid for 90 days and may be withdrawn by A&A if not accepted after that time

Payment: Progress billing net 15 days

Term: 3 Years

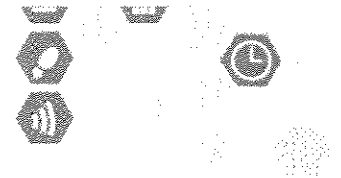
Acceptance of this quotation:

Signature _____ Date _____ PO# _____

A&A FIRE AND SECURITY
2240 WALDENHURST COURT
GREEN BAY, WI 54112
P: 920-434-9082 / 800-434-9082
F: 920-434-5456
www.aandsecurity.com



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Paula Rahn
De Pere Community Center
600 Grant St.
De Pere, WI 54115

April 15, 2009

A&A Fire and Security, Inc. is pleased to offer the following cost information on equipment and services as described below:

Security System Full Service Agreement

A&A Fire and Security, Inc. offers a cost-effective 3-Year Full Service Agreement with even greater service levels than provided under our standard warranty program: 24 hour - 7 day a week service, guaranteed repair within 24 hours, and our Instant Loaner Program. In addition to the services listed below A&A will initially repair or replace the existing non functioning Ademco security panel. The schedule of services for our full service plan includes:

Term of Agreement:	3 Years
Availability:	Seven days a week, 24 hours a day as determined by A&A.
Response Time:	Two to six working hours following receipt of a service call. The call must be placed by an authorized person designated by the owner.
Defect Correctable Response Time:	Resolution of the problem will be within 24 hours following the receipt of a service call.
PMA Test:	Non applicable for this system
Parts Coverage:	All parts are covered as part of this plan, including the batteries.
Labor Coverage:	All labor is covered under this plan.
Items Not Covered:	Damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God. In addition, items designed to fail in order to protect the equipment, such as power and/or lightning suppressors, are also not covered by this plan.

A&A FIRE AND SECURITY
1260 SAUSCHIEDER COURT
GREEN BAY, WI 54303
P: 920 434 9082 / 500 412 9082
F: 920 434 9346
www.aandsecurity.com

A&A
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Instant Loaner:

We maintain a service pool of loaner equipment specifically designed to support our Full Service Plan clients. If our field technicians are not able to repair a piece of faulty equipment at your location, then we will replace it with a loaner, keeping your downtime to a minimum. The defective equipment will be repaired at our facility, and returned to your site accordingly.

Annual Cost:**\$262.00****3 Year Cost:****\$786.00**

Quotation: Valid for 90 days and may be withdrawn by A&A if not accepted after that time

Delivery: As required; typically 2-3 weeks

Payment: Progress billing net 15 days

Acceptance of this quotation:

Signature_____Date_____PO#_____

A&A FIRE AND SECURITY

3240 SAUSCHIDER CIRCLE

GREEN BAY WI 54303

PH 920-433-9882 / 800-433-9882

FX 920-433-9446

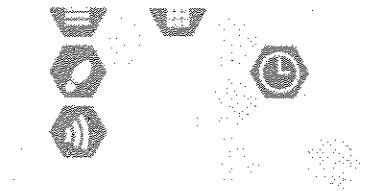
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April 15, 2009

De Pere Community Center Fire Alarm System Inspection and Preventative Maintenance

A&A Fire and Security, Inc. are pleased to offer the following to the De Pere Community Center:

Annual functional testing on:

- Control panel including panel components and batteries
- Booster supply panels and batteries
- Battery load Testing
- Digital communicator to Central Station
- Pull Stations
- Smoke Detectors
- Duct Detectors
- Heat Detectors
- Audible & Visual Devices
- Annunciator Panels
- Door Holders
- Input/output Modules
- Water flow/Supervisory Switches

Annual Testing, Inspection & System Diagnosis

A&A Fire and Security will annually test, inspect and diagnosis the fire alarm system. This work will be performed by properly trained and certified A&A Fire and Security technicians using specialized equipment required to ensure proper system maintenance.

Detector Cleaning:

A&A Fire and Security will clean all system smoke and duct detectors on an as needed basis in an effort to minimize the chance of smoke detector false alarms. This may require the disassembly of the devices.

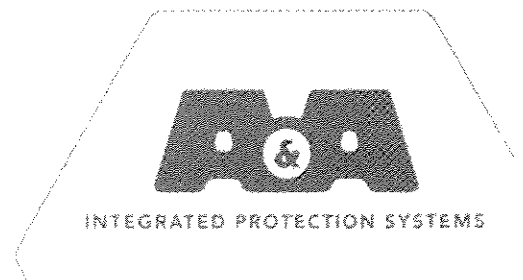
Functional Testing:

A&A Fire and Security will functionally test all accessible peripheral devices in accordance with NFPA 72.

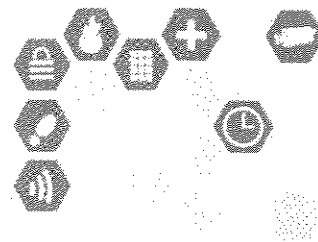
Sensitivity Testing:

A&A Fire and Security will perform sensitivity testing on smoke detectors, as required per NFPA 72 guidelines. Testing will be performed using UL approved sensitivity testing equipment. Any device found to be performing outside of its listed sensitivity range will be re-cleaned and re-tested, and if necessary, replaced with an equal device. If device is replaced, additional charges could apply. P

A&A FIRE AND SECURITY
2240 SALSCH HILDER COURT
GREEN BAY, WI 54312
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Documentation per NFPA 72 Guidelines

A&A Fire and Security will provide a list of all inspected and tested devices. This report will contain a list of each system device as well as the exact location of each device which include the exact time that it has been tested. If applicable the sensitivity values for each smoke device will be listed in this report. This report will also contain a list of any recommended corrective action, or corrective action performed at the time of the inspection. This documentation report will be provided to the owner in the form of a website login name and password as detailed below. A&A Fire and Security will also have access to these reports.

Web Based Reporting System

A&A Fire and Security utilizes a unique web based reporting and tracking system called BuildingReports.com. BuildingReports.com utilizes a system of equipment barcode labels which will be affixed to each initiation device and each main panel component. At the time the technician tests each component the barcode label is scanned into a PDA device. At time of inspection completion, the PDA device is then uploaded into a secure, web-based account. The unique bar-code registration ensures comprehensive inspections by monitoring inspectors' progress in real time during the inspection, preventing missed items, and facilitating fast action on repairs. Inspection results are audited online and reviewed for certification. Instantly-retrievable documentation from a comprehensive database of time-stamped, bar-coded inspection allows you to deliver up-to-date, verifiable documentation on demand.

Equipment Repair or Replacement

Deficiencies found will be brought to the owner's attention at the conclusion of the inspection. With customer's approval, minor deficiencies may be corrected at the same time the inspection is performed. These items would be billed separately at a discounted rate. A&A Fire and Security will provide a quote for any major deficiencies found on site.

Emergency 24/7 Service

A&A Fire and Security will provide the customer a four hour response to all service requests. The initial response will be in the form of a phone call from a qualified and certified technician. If required, all labor and parts will be provided and billed at discounted rates.

Equipment

A&A Fire and Security technicians are trained or certified in testing multiple brands of fire alarm equipment. A&A Fire and Security also has a large inventory of replacement parts for these systems. Please note some proprietary panel equipment or software configuration may be unavailable to A&A Fire and Security.

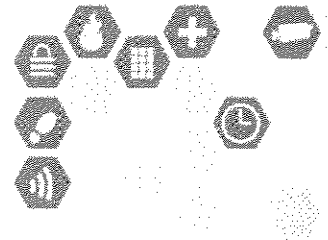
A&A FIRE AND SECURITY
2268 WALSHBORO COURT
GREEN BAY, WI 54313
P: 920.434.9992 / 800.432.9087
F: 920.434.9466
www.aafiresecurity.com



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Terms of Agreement

Access

A&A Fire and Security technicians will require full unrestricted access to all areas of the building containing fire alarm equipment. Equipment not accessible with an eight foot ladder would require a customer provided lift or any other applicable equipment in order to provide the full system test.

Scheduling & Renewal

For the convenience of the customer, this agreement will be automatically renewed for successive one year periods and scheduled for the same time period the following year. This will ensure future inspections are performed within their required timeframe. To ensure the safety of our customers, a 30 day written notice of cancelation would be required prior to the next annual inspection.

Price Adjustment

A&A Fire and Security will periodically review its proposals and associated services after inspection is completed. If a price adjustment is required for the next annual inspection, the owner will be notified in writing 45 days prior to the next scheduled inspection.

Payment

A&A Fire and Security will invoice the customer approximately 30 days before the next annual scheduled inspection date. Payment is due net 30 days.

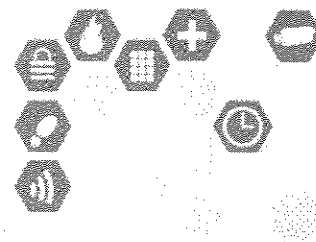
A&A FIRE AND SECURITY
2260 SAUSCHIEDER COURT
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F: 920.434.2446
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April 15, 2009

Acceptance of Agreement:

A&A Fire and Security, Inc. proposes to provide the above services in the sum of:

De Pere Community Center Fire Alarm Testing Annual Cost \$340.00
De Pere Community Center Fire Alarm Testing Three Year Cost \$1,020.00

Additional Terms Applicable to the De Pere Community Center:

- Taxes are not included in above pricing.
- Above pricing is valid with three year agreement
- Proposal is valid 90 days from the date list above.

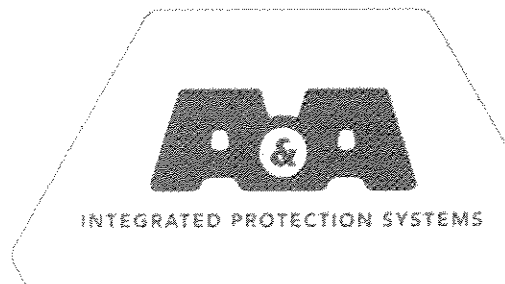
The prices, specifications, term and conditions contained herein, are hereby accepted. A&A Fire and Security is approved to do the work as specified. Payment will be made as set forth above.

Purchaser: _____ Date: _____

Authorized By: _____ Title: _____

Purchase Order #: _____

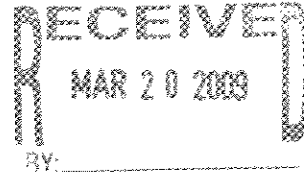
A&A FIRE AND SECURITY
3240 S. AL SCHAEFER COURT
GREEN BAY WI 54313
P: 920.436.9082 • 800.437.9082
F: 920.436.9866
www.aandsecurity.com



LEADERS IN INNOVATION

March 16, 2009

City Of De Pere
Park and Recreation Department
Attention: Marty Kosobucki
925 South 6th Street
De Pere, WI 54115



Dear Marty

For many years the youth of the Town Of Ledgeview have enjoyed the ability to participate in soccer, baseball and other recreational programs through the local youth organizations and for the City Of De Pere in use of its park facilities.

The Town Of Ledgeview made a commitment a few years ago to invest in quality recreational areas within the Town as a way to foster growth of those youth programs and to bring its "fair share" to the cost of those programs.

By the summer of 2010 we will have a minimum of five soccer fields available at either Ledgeview Park or Scray Hill Park and plans for two additional fields are also underway. In addition, practice areas are available in Ledgeview Park.

We have one little league field at Ledgeview Park and two additional fields planned for Scray Hill Park in the near future.

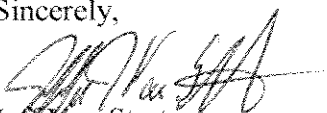
Based on information you were able to share with us, Ledgeview makes up approximately 20% of the soccer program. One would assume a similar percent is in the baseball programs but I don't have data on that sport.

With that in mind the Town Of Ledgeview would request at this time that the City Of De Pere remove the non resident fee for Ledgeview youth in the soccer and baseball programs effective with the 2010 sports seasons.

We appreciate your efforts in working with us through out the years in the spirit of providing our young people with organized sports that provide healthy outlets for them and a way to become good community citizens.

We look forward to your response and let me know if there is anything else we can provide you regarding this request.

Sincerely,


Jeff Van Straten
Ledgeview Town Chairman


Mark R. Olsen
Ledgeview Park Committee Chairperson

Waiver of Non-Resident Fees for Recreational Soccer

Issue: The Town of Ledgeview is requesting the City to waive NR fees for Town of Ledgeview residents playing in soccer (no other program), starting in 2010. This request is driven by their developing of Scray Park that will be home to four soccer fields, bringing the Town's total to five.

Summary:

DePere Rapides offers recreational soccer to the surrounding area, which includes De Pere, Ledgeview, Lawrence, Rockland, and Wrightstown. Many of the games are played in De Pere, with a few being played in Lawrence, Wrightstown, and Ledgeview. Registration numbers are not exact, however there are approximately 200-250 from Ledgeview, 360 from Wrightstown, and the balance (900-1000) from De Pere and other areas. The De Pere Rapides is working on breaking out this number. Currently, and in years past, the City has taken much of the burden to find fields for all these kids. As with many of our programs we have charged a NR fee to anyone outside of the corporate city limits. This fee is \$20 per child, of which we collected about \$10,700 in 2007. Of the fees collected, it is estimated that Ledgeview residents paid approximately \$4500.

With recent developments in Ledgeview, they have taken a drastic step in developing a park that will meet the needs of their children for soccer. Their number of soccer fields compared to their population and kids in soccer is very comparable to what the City of De Pere offers. Please review the table below.

	Population	# of fields	% of children under 15	Ratio of fields to population	Ratio of fields to children under 15	# of kids in Recreation Soccer
De Pere	*22,310	15(DePere owned) 19 DePere and School)	**20.7% (4264)	1 to 1487 1 to 1174	1 to 284 1 to 224	***900
Ledgeview	*4,481	5	**21 (941)	1 to 896	1 188	225

*2005 Estimate from Wisconsin Department of Administration

**Percentage taken from 2000 Census Data.

***This number is based on the amount of fees collected minus the number of kids from Ledgeview and other known NR numbers. It is likely not accurate, however is the best we can determine until we get more data from Rapides Soccer.

In addition to the data provided, I have listed pros and cons of entering into an agreement with Ledgeview.

Pro's

- Eliminates potential for De Pere residents to be paying NR fees, which could be as much as \$18,000.
- Shows good faith to a community that is in fact doing their fair share.

Con's

- Reduces our revenue by approximately \$4500, due to reduced non-resident fees.
- If an agreement is not completed, it is likely that Ledgeview will begin to charge NR fees to City of De Pere residents and other outside municipalities.

Summary

If an agreement is not reached, I do anticipate that Ledgeview will charge NR fees to De Pere residents. In using the best available information and using what we charge NR's (\$20/player), our residents would be paying up to \$18,000 to the Town of Ledgeview to play on their soccer fields. In doing this, it makes the program much more expensive for our residents. Considering the De Pere Rapides structure, it is highly unlikely that they would do a split program. This would mean keeping Ledgeview kids in Ledgeview and De Pere kids in De Pere. When looking at all the data and information, I do feel that the Park Board should consider strongly endorsing an agreement that would waive NR fees for Ledgeview residents starting in 2010.