



**CITY OF NEW BERLIN
PARKS, BUILDINGS & GROUNDS COMMISSION
MEETING**

Monday, September 12, 2022

5:30 PM

Zoom Meeting

<https://us02web.zoom.us/j/83078696702>

The Council has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 8307 869 6702
- Following this direct link to the meeting: <https://us02web.zoom.us/j/83078696702>

AGENDA

CALL TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

1. June 13, 2022 PBG Meeting Minutes

OLD BUSINESS

NEW BUSINESS

2. Dugout Covers Donation at Lions Park

TABLED ITEMS

UPDATES

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Rubina R. Medina (262) 786-8610.



**CITY OF NEW BERLIN
PARKS, BUILDINGS & GROUNDS COMMISSION MINUTES
Monday, June 13, 2022**

REGULAR MEETING

VIA ZOOM

5:30 PM

Please note: Minutes are unofficial until approved by the Parks, Buildings & Grounds Commission at the next regularly scheduled meeting.

This Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

To participate in the meeting, view the meeting, and/or ask questions, the public was able to do so by downloading the ZOOM app located at <https://zoom.us/> and utilize Meeting ID #896 2914 1064 to join.

All votes were taken via a voice roll call vote.

CALL TO ORDER

Mayor Ament called the meeting to order at 5:31PM

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Commissioner Ferrante, Commissioner Rafel and Commissioner Wicichowski.

Excused: Alderman Horbinski

Staff: Ed Bartz, Parks and Grounds Supervisor and Sherri Hanson, Deputy City Clerk

This meeting was noticed on Wednesday, June 8, 2022 in accordance with the Open Meetings Law.

APPROVAL OF MINUTES

ITEM: April 11, 2022 Parks Buildings and Grounds Meeting Minutes

MOTION: Motion to Approve the April 11, 2022 Meeting Minutes as presented

VOTE: Motion by: Commissioner Wicichowski
Second by: Commissioner Ferrante
Motion passed 4-0.

NEW BUSINESS

ITEM: Election of PB&G Commission member to serve on the Plan Commission with term effective 8/8/22 and expiring 8/7/23

MOTION: Motion by Mayor Ament to nominated Commissioner Rafel to serve as Plan Commissioner Representative for the Parks, Buildings and Grounds Commission.
Seconded by Commissioner Wicichowski

Motion to close nominations by Mayor Ament. Seconded by Commissioner Wicichowski

VOTE: **Motion passed 4-0**

MOTION: Motion Mayor Ament to approve Commissioner Rafel to serve as the Plan Commissioner Representative for the Parks, Buildings and Grounds Commission.

VOTE: **Motion passed 4-0.**

ITEM: Recommend to the Common Council the approval of New Berlin Historical Society Donation of Gazebo Request

MOTION: Motion by Mayor Ament to Recommend to Common Council the approval of the New Berlin Historical Society Donation of Gazebo Request with the final agreement subject to review and approval by the City Attorney. Seconded by Commissioner Wicihowski.

VOTE: **Motion passed 4-0**

ADJOURN

Motion by Commissioner Rafel to adjourn. Seconded by Commissioner Wicihowski

VOTE: **Motion passed 4-0.** Meeting adjourned at 5:37PM

Respectfully Submitted by

Robert Rafel
PBG Secretary

September 27, 2022

TO: Common Council
Mayor Ament

FROM: Parks, Buildings and Grounds Commission

RE: Items from the Parks, Buildings and Grounds Meeting from September 12, 2022
requiring Common Council action.

- Recommend to the Common Council the approval of the donation from Joe Mallinger of the concrete slabs and dugout covers for the Lions Park baseball diamond dugout areas.

Council Motion:

This item was considered at the Parks, Buildings and Grounds Commission meeting on September 12, 2022. It was approved and recommended to the Common Council on a vote of 5-0. I do hereby move that the Common Council approve the donation from Joe Mallinger of the concrete slabs and dugout covers for the Lions Park baseball diamond dugout areas.



REQUESTED ACTION STATEMENT

DATE: September 12, 2022

TO: Mayor
Parks, Buildings & Grounds Commission

FROM: Ed Bartz, Parks Supervisor

ISSUE:

Donation of dugout covers and concrete slabs for Lions park baseball diamond dugout areas

REQUESTED:

Joe Mallinger, a New Berlin resident, would like to donate concrete slabs and dugout covers at the Lions park baseball diamond dugouts.

FISCAL IMPACT:

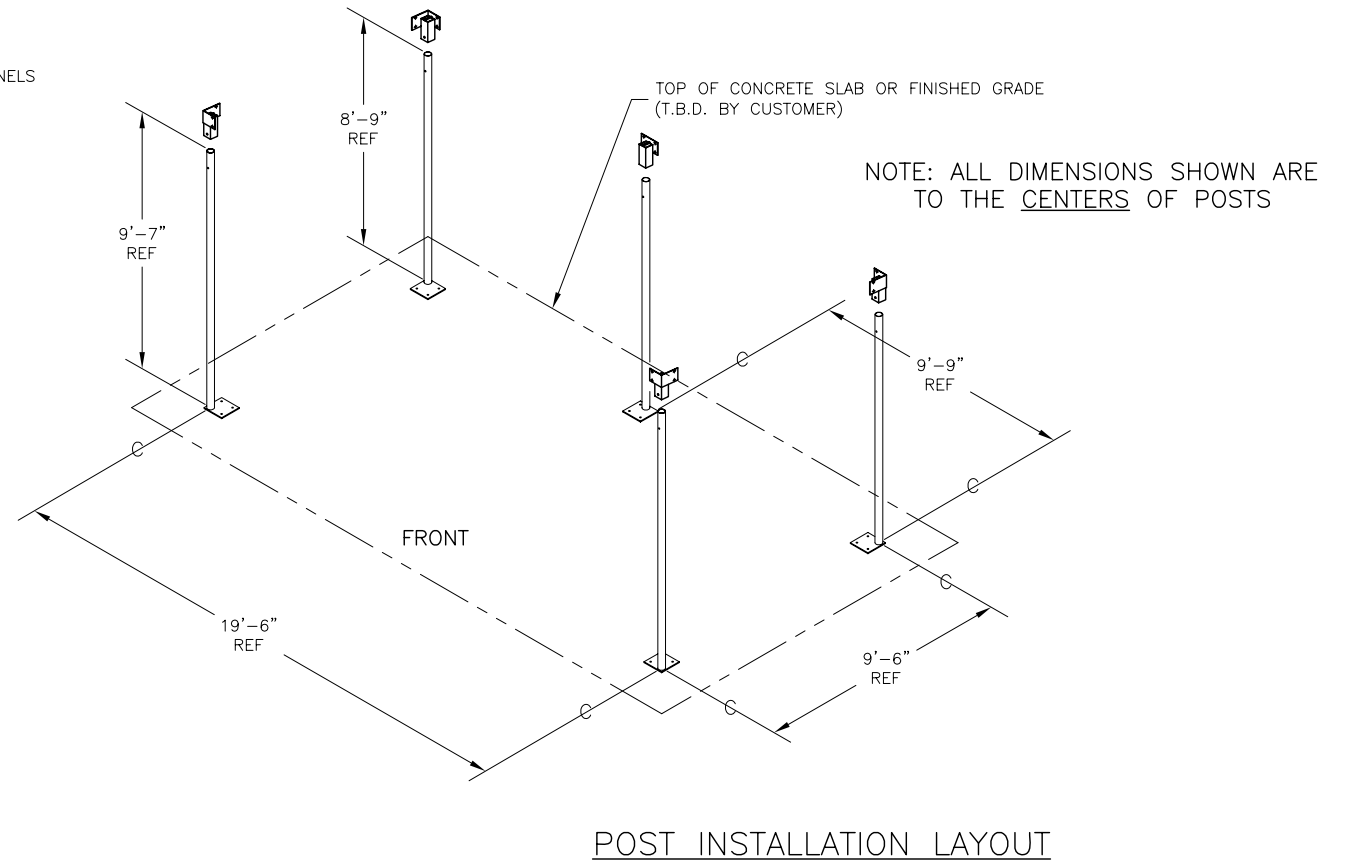
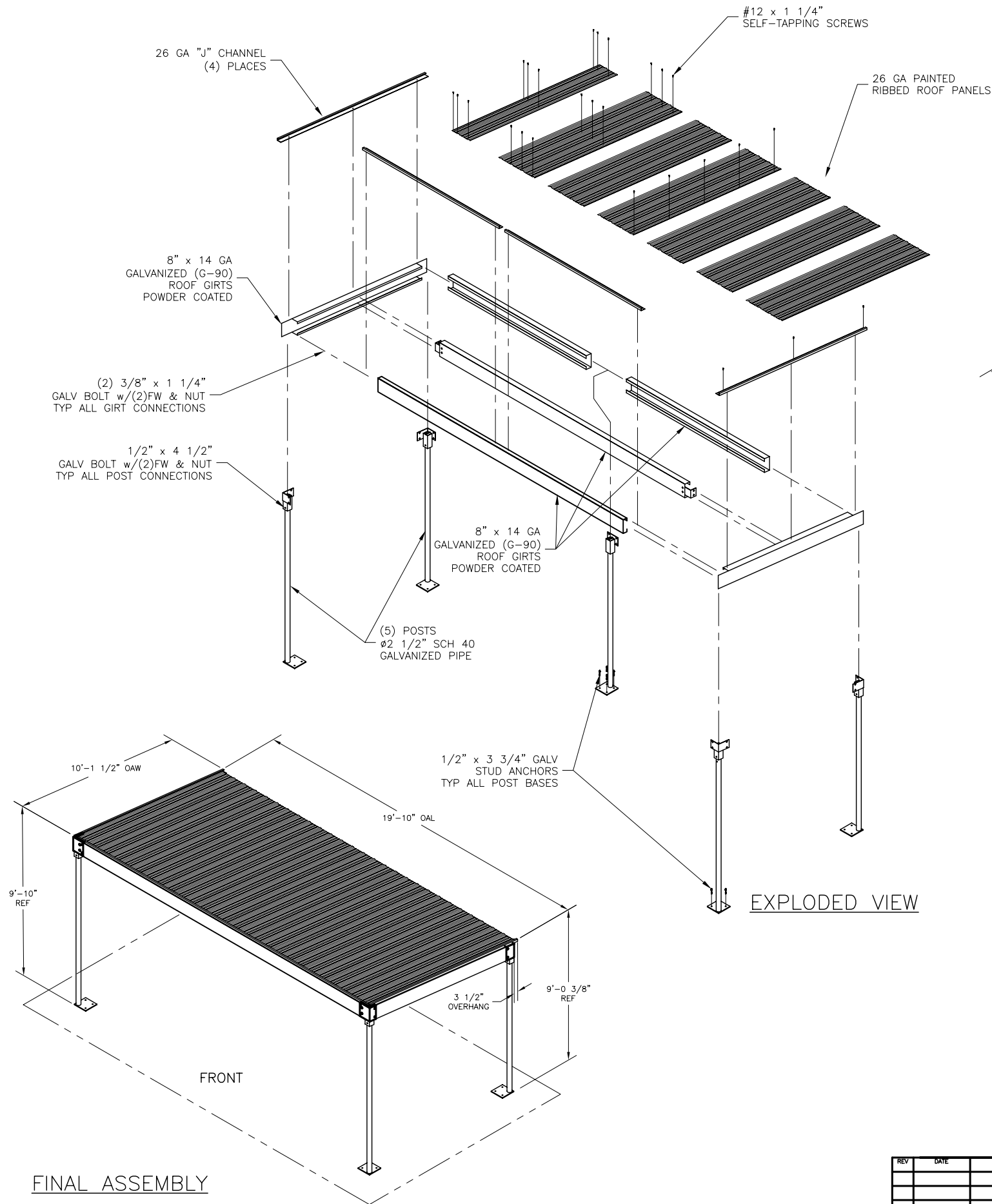
No fiscal impact as Mr. Mallinger will be contracting the work out and covering all the expenses himself.

RATIONALE:

The Parks Department is desirous of accepting this donation as it would be an improvement to the ball field for the residents and local groups that play there.

RECOMMENDATION:

Recommend the Parks, Buildings & Grounds Commission recommend to Common Council to approve the donation of the concrete slabs and dugout covers.



20 FT JWI DUGOUT SYSTEM MODEL #DG-10-20 () UNITS REQUIRED

FINISH SPECIFICATIONS

POSTS

- GALVANIZE
 - HOT DIP: PER ASTM A123
- POWDER COAT FINISH - 4.5 MILS (TOTAL D.F.T.)
 - PRE-TREATMENT: IRON PHOSPHATE WASH
 - UNDERCOAT: ANTI-CHIP EPOXY PRIMER
 - w/ ENHANCED EDGE COVERAGE
 - POWDER TECHNOLOGY, INC
 - #PT-ES65-ES11
 - COLOR: LIGHT GRAY
 - TOP COAT: POLYESTER T.G.I.C.
 - Manufacturer T.B.D.
 - # T.B.D.
 - COLOR: T.B.D.

GIRTS

- POWDER COAT FINISH - 4.5 MILS (TOTAL D.F.T.)
 - PRE-TREATMENT: IRON PHOSPHATE WASH
 - UNDERCOAT: ANTI-CHIP EPOXY PRIMER
 - w/ ENHANCED EDGE COVERAGE
 - POWDER TECHNOLOGY, INC
 - #PT-ES65-ES11
 - COLOR: LIGHT GRAY
 - TOP COAT: POLYESTER T.G.I.C.
 - Manufacturer T.B.D.
 - # T.B.D.
 - COLOR: T.B.D.

ROOF PANELS, J-CHANNEL, & SCREWS

- FINISH
 - KYNAR 500 COLOR: REGAL WHITE

REV	DATE	DESCRIPTION	REV BY:

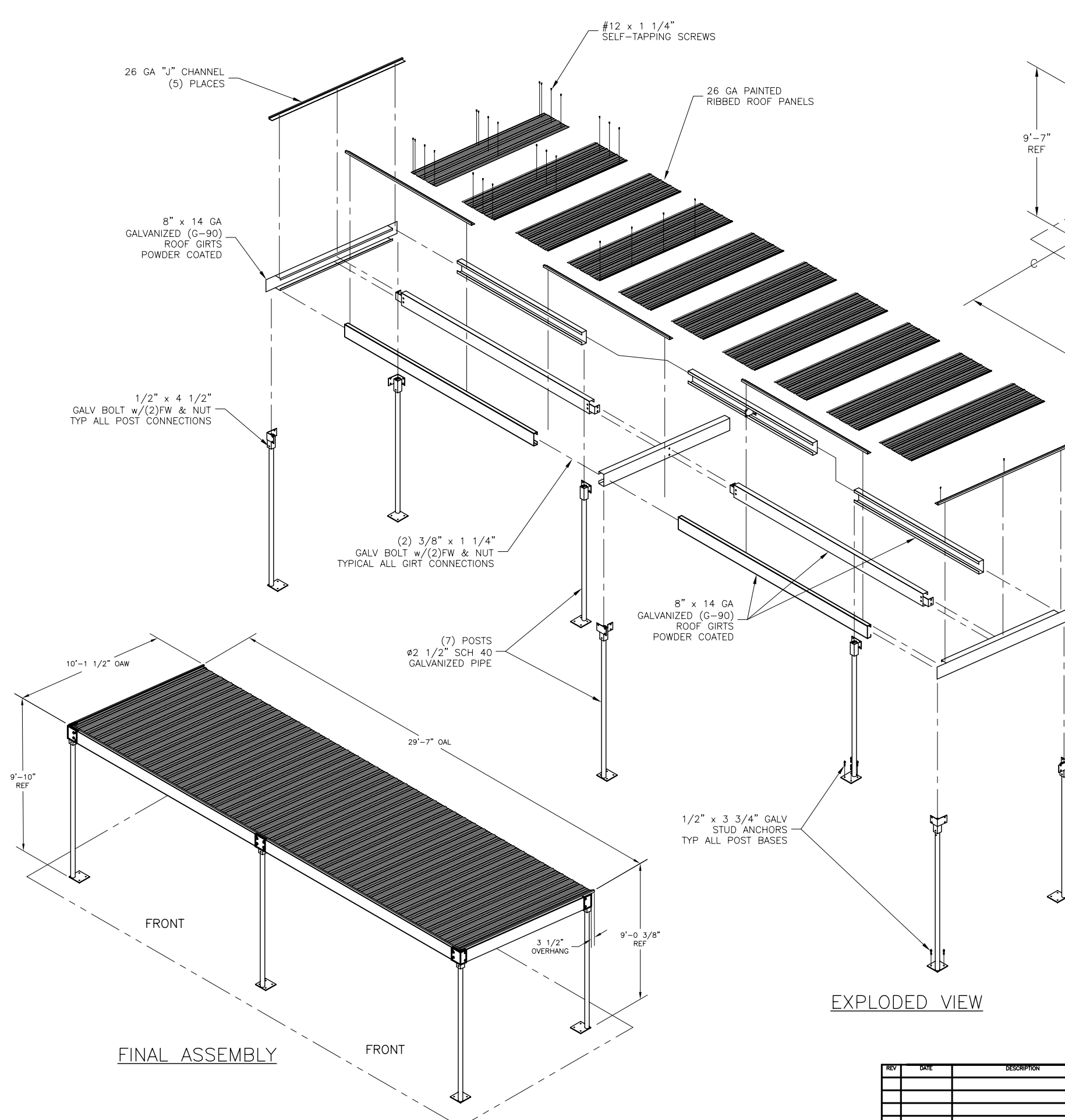


JWI INDUSTRIES inc.

5662 Clewdale Ave.
Green Bay, WI 54313
(920) 865-7307 Fax (920) 865-7777
jwioffice@jwindustriesinc.com

"We provide everything except the spectators."

PROJECT:	DUGOUT SYSTEM MODEL #DG-10-20		
CLIENT:			
DESIGN FIRM:	JW INDUSTRIES, INC.		
REPRESENTATIVE:			
JOB#:	DATE: 01-25-11	DRAWN BY: KMW	SHEET NUMBER: 1 OF 1



30 FT JWI DUGOUT SYSTEM MODEL #DUG-10-30 () UNITS REQUIRED

DESIGN PARAMETERS – DUGOUT
(PER 2009 IBC CODE)

CLASSIFICATION (SECTION 312)
UTILITY & MISCELLANEOUS – GROUP U

ROOF LOAD = 27 PSF

WIND LOADS = 21 PSF
(BASED ON A STRUCTURE HEIGHT OF 10ft OR LESS)

FASTENERS
PRIME CONNECTIONS = A325 – GALVANIZED
ALL OTHERS = A325 & GRADE 5 – GALVANIZED

POST INSTALLATION LAYOUT

NOTE: ALL DIMENSIONS SHOWN ARE TO THE CENTERS OF POSTS

FINISH SPECIFICATIONS	
POSTS	
• GALVANIZE	
HOT DIP: PER ASTM A123	
POWDER COAT FINISH - 4.5 MILS (TOTAL D.F.T.)	
PRE-TREATMENT: IRON PHOSPHATE WASH	
UNDERCOAT: ANTI-CHIP EPOXY PRIMER	
w/ ENHANCED EDGE COVERAGE	
POWDER TECHNOLOGY, INC	
#PT-ES65-ES11	
COLOR: LIGHT GRAY	
TOP COAT: POLYESTER T.G.I.C.	
Manufacturer T.B.D.	
# T.B.D.	
COLOR: T.B.D.	
GIRTS	
• POWDER COAT FINISH - 4.5 MILS (TOTAL D.F.T.)	
PRE-TREATMENT: IRON PHOSPHATE WASH	
UNDERCOAT: ANTI-CHIP EPOXY PRIMER	
w/ ENHANCED EDGE COVERAGE	
POWDER TECHNOLOGY, INC	
#PT-ES65-ES11	
COLOR: LIGHT GRAY	
TOP COAT: POLYESTER T.G.I.C.	
Manufacturer T.B.D.	
# T.B.D.	
COLOR: T.B.D.	
ROOF PANELS, J-CHANNEL, & SCREWS	
• FINISH	
KYNAR 500 COLOR: REGAL WHITE	

REV	DATE	DESCRIPTION	REV BY:	 JWI INDUSTRIES INC. 5662 Clewdale Ave. Green Bay, WI 54313 (920) 865-7307 Fax (920) 865-7777 jwoffice@jwindustriesinc.com "We provide everything except the spectators."	PROJECT:	DUGOUT SYSTEM MODEL #DUG-10-30 (2012)		
					CLIENT:			
					DESIGN FIRM:	JWI INDUSTRIES, INC.		
					REPRESENTATIVE:			
					JOB#:	DATE: 03-28-12	DRAWN BY: KMW	SHEET NUMBER: 1 OF 1

Lions Park

New Berlin
Attn: Joe Mallinger

Phone:
Fax:
email: joe@ethicindoor.com

KEEPER GOALS

A DIVISION OF DEMAND & PRECISION PARTS
12400 W Silver Spring Dr, Butler, WI 53007
PHONE: 262-781-7800 OR 800-594-5126
Fax: 262-781-9230
email: info@keepergoals.com

Price Quote
updated 8/9/2022
By: Steve Lawrence

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
Your Price			
1 ea	Home Team Dugout #DG-10-30 (List Price: \$12,222) 10' x 30 World Series Dugout for 90mps wind load	\$ 10,185.00	\$ 10,185.00
1 ea	#DG-10-30/POWDER GRTS - Powder coat Grits for 30' dugouts (List Price: \$2,436)	\$ 2,030.00	\$ 2,030.00
1 ea	#DG-10-30/POWDER POSTS - Powder coat Posts for 30' dugouts (List Price: \$1,848)	\$ 1,540.00	\$ 1,540.00
Visiting Team Dugout			
1 ea	#DG-8-20-Custom (List Price: \$9,618) 8' x 20 World Series Dugout for 90mps wind load (Note: Pricing would be same for 10'x20')	\$ 8,015.00	\$ 8,015.00
1 ea	#DG-8-20/POWDER GRTS - Powder coat Grits for 20' dugouts (List Price: \$2,142)	\$ 1,785.00	\$ 1,785.00
1 ea	#DG-8-20/POWDER POSTS - Powder coat Posts for 20' dugouts (List Price: \$1,386)	\$ 1,155.00	\$ 1,155.00
1 ea	Installation of 1 ea 10 x 30 Dugout and 1ea 10 x 20 - slab done by others		\$ 6,500.00
Freight - assume both dugouts purchased			\$ 1,200.00
Total			\$ 32,410.00
Discount for Joe if paid at shipment			<u>\$ (2,450.00)</u>
Total with Discount			\$ 29,960.00

*Prices valid for 30 days

**Sales tax not included, only needed if not tax exempt

Condition on installation

Assume area is marked for utilities. If private lines need to be marked there will be add
Assume area is clearly marked for post location and grade height.
Installation is an estimate based on decent soils and access.
Installation assume we are do not need remove dirt from location. Remove Spill will add cost
Installation assume we can get equipment to site. If plywood is needed extra cost may apply.
Asphalt or sod repair is not included if needed
Assume standard foundation on drawing is adequate and concrete does not have to be tested.



Project Invoice

Concrete Proposal / Estimate

Date: 8/12/2022

Project# 1645

Expiration Date: 10/30/2022

Proposed Site Photos:

Lions Park Baseball
Diamond
14900 W Overland
Trail
New Berlin, WI
53151

Joe Mallinger
262-366-8947
Joe@ethicindoor.com

NOTES:

PLACEMENT OF TRADITIONAL CONCRETE SLAB FOR
BASEBALL DUGOUTS (5")

Measurements:

Approximately 500 sq.
feet of surface

Salesperson	Job	Payment Terms	Due Date
CLAREY	Residential Concrete	Due on receipt	Upon Completion

Item	Description	Unit Price	Line Total
#1	Placement of traditional concrete slab for baseball dugouts, minimum 5" depth to support structure		\$4100.00

Proposal Details

Pursuant to our discussions, the following work shall be completed and is included in the total pricing of this proposal as is listed below:

1. All slabs will be poured at a 4 1/2 – 5" depth using a 4500psi air entrained commercial mix (6 1/2 bag equivalent), low chert aggregate.
2. Expansion joints will be saw cut to industry standards and depths, or **hand tooled when appropriate.**
3. Pre-cut fiber mesh (Forta Ferro Fibers) will be placed in the concrete for reinforcement, shrinkage and crack control
4. Compacted crushed stone base will be placed.

Terms and Conditions Scope of Work: Contractor will provide to Homeowner the services as described in the attached proposal which is hereby incorporated into this Contract as reference. Contractor will provide all services, materials, labor, tools, and equipment needed for completion of services in the quote at the previously listed address. All services will be in compliance with local codes and contractor agrees to provide professional quality services according to acceptable industry standards and practices. Further all materials used will be new and of quality.

Payment Terms: Receipt of a 50% down payment is due upon signing of quote acceptance and prior to final scheduling for project initiation. The balance of the contract is due the day of final contract completion. If for any reason, the project is delayed beyond the control of the contractor due to unforeseen issues with the home, natural disasters, extreme weather or homeowner circumstances the homeowner agrees to pay contractor for the work completed until a new schedule is agreed upon by both parties.

Change Orders: Any deviation from the above Scope of Work involving a change in the scope of work or any additional costs will be executed only with a written change order signed and dated by both the contractor and homeowner.

Warranty: Company warrants all work will be performed in a good and workmanlike manner. All materials used in the project will be new and of good quality; and all work will be completed as defined in scope of work outlined in the proposal acceptance. Any warranties for parts or materials are subject to specific manufacturer terms on such products.

Conditions: This proposal is valid for 30 days or the length of work season whichever is stated on page 1. Company reserves the right to withdraw this proposal or re-quote the project if contract acceptance is beyond the stated length.

Executive Summary: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. A 50% deposit is required at time of signing and balance is due at completion of job. The signature on this contract is evidence of Homeowner's acceptance of all terms and conditions within.

Contractor's Authorized Signature: _____

Date: _____

(Owner) Signature: _____

Date: _____

Patrick Clarey DBA, N53W27128 Laura Way, Pewaukee, WI 53072, 262.364.8100



DONATION AGREEMENT

This Donation Agreement is made and entered into by and between the JOE MALLINGER (hereinafter referred to as the "Donor"), with an address of _____, Wisconsin, _____, and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the "City").

WHEREAS, Donor is desirous of donating a dugout cover and enclosure, as well as the services to install it and the pouring of concrete slabs to serve as the foundation for these covers at Lions Park in the City of New Berlin; and

WHEREAS, Donor has obtained quotes for the dugout covers, as well as the installation of the concrete slabs and the installation of the enclosures on the slabs, the proposals of which are attached hereto and collectively marked as Exhibit A; and

WHEREAS, the installation of the improvements as described in Exhibit A would be performed by contractors retained by the Donor at the Donor's sole expense; and

WHEREAS, the City is desirous of accepting the donation from Donor and to permit the agents of Donor to enter City property of the purpose of installing the concrete slabs and erecting the dugout covers as provided for in the proposals attached as Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The City consents to the Donor, its contractors, subcontractors, agents, employees and/or assigns to enter into Lions Park and provide for the installation of the two concrete slabs as described in the proposals; and to erect the dugout covers to be installed on said slabs all as depicted in Exhibit A in the locations approved by the City.

2. Donor agrees to provide the City with evidence acceptable to the City that its contractors, subcontractors, agents, employees and/or assigns maintain adequate liability insurance, workers compensation insurance and automobile insurance with limits acceptable to the City, which policies would identify the City has an additional insured on a primary and non-contributory basis.

3. Donor further agrees to indemnify the City against claims, demands, actions or causes of action, including actual attorney fees, arising from the performance of the construction services as further described in Exhibit A.

4. The parties agree that the purchase of the dugout covers and the services to install the slabs of concrete and install the dugout covers on said concrete slabs will be provided at the sole expense of the Donor and not the City.

5. The City agrees that after the installation and acceptance by the City of the improvements described in Exhibit A, said items will become the sole property of the City and will be maintained thereafter by the City.

6. The Donor agrees that its contractors, subcontractors, agents, employees and/or assigns shall follow the manufacturer's use and application instructions for the construction of the dugout enclosures to be installed pursuant to this Agreement in Lions Park. Donor further agrees that its contractors, subcontractors, agents, employees and/or assigns will obtain all necessary permits for the installation of the donated products.

7. Donor's contractors, subcontractors, agents, employees and/or assigns shall appropriately guard the worksite to prevent injury to any persons that may be in the vicinity of those portions of Lions Park where the services are being performed.

8. The Donor agrees to have the area where construction will be occurring marked for the presence of utilities prior to the initiation of any construction. The Donor agrees to repair at its sole expense any damage done to any City property or facilities which may occur during the course of the construction of the improvements set forth in Exhibit A.

9. The Donor shall have no authority to create or place any lien or encumbrance of any kind on City property, and agrees to pay, in full, the fees for the furnishing of materials and the performance of labor for the construction anticipated under this Agreement. Donor agrees that it will pay or cause to be paid all sums legally due and payable by it on account of the labor performed and the materials/services supplied, including, but not limited to, those services, supplies and materials for which a lien may be created against City property. Donor agrees to obtain Lien Waivers from all contractors, subcontractors and suppliers for all work performed and materials/services supplied. Donor agrees to indemnify and hold the City harmless against any liens which may be created as a result of the performance of the work anticipated hereunder, and the supplying of materials/services related thereto and the construction of the improvements anticipated in this Agreement.

10. The Donor agrees that in performing the services of this Agreement, Donor, its contractors, subcontractors, agents, employees and/or assigns shall comply with any applicable State Statutes, Administrative Code provisions or City of New Berlin Ordinances, which may be applicable to their activities.

11. This Agreement is governed and construed in accordance with the laws of the State of Wisconsin.

12. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended by a subsequent agreement executed by both parties.

13. This Agreement shall become effective upon the date the last party executes the same. Each party to this Agreement warrants and represents that it has received the authority of its governing body to permit the individual signing the Agreement on its behalf to execute the same.

Dated: _____

DONOR:

By: _____
Joseph Mallinger

Dated: _____

CITY:
CITY OF NEW BERLIN

By: _____