

Parks, Buildings and Grounds Commission Meeting Agenda



November 19, 2024 - 5:30 PM
A/B Conference Room
3805 S. Casper Dr.

Agenda Amended: 11/12/2024

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. October 14th, 2024 Meeting Minutes
4. **NEW BUSINESS**
 - A. Discussion and possible recommendation to Common Council to award the Fueling Station Reconstruction Design Contract to the most qualified consultant, Perspective Design, Inc, in the amount of \$64,000.00 from account 04251300 61215 C2024.
 - B. Discussion and possible recommendation to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Henry Snaveley to build and provide four benches for seating Valley View Park Playgrounds
 - C. Discussion and possible recommendation to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Jesse Greeson to build and provide an oversized Adirondack chair as an engaging amenity at Maple Ridge Park.
 - D. Discussion and possible action to recommend to Common Council approval of the donation agreement with the New Berlin Pumas for an electronic scoreboard at Buena Park.
5. **UPDATES**
6. **ADJOURN**

Additional Information

- The agenda packet with supplemental information related to the agenda items is available online at www.NewBerlinWI.gov. Once finalized by the governing body, approved meeting minutes are also posted online.
- The governing body may consider agenda items out of order
- Members, and potentially a quorum of other governmental bodies of the municipality, may be present at the meeting to gather information. No action will be taken by any governmental body other than the one referenced in this notice.
- With reasonable notice, accommodations will be provided under the Americans with Disabilities Act to meet the needs of individuals with disabilities through appropriate aids and services. For more information or to request assistance, please contact the Office of the City Clerk at (262) 786-8610.

Parks, Buildings and Grounds Commission MEETING MINUTES



October 14, 2024 - 5:30 PM
Mayor's Conference Room
3805 S. Casper Dr.

Please note: Minutes are unofficial until approved at the next scheduled meeting.

MINUTES

1. CALL TO ORDER

Mayor Ament called the meeting to order at 5:30pm.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Mayor Ament took the roll call as follows:

Present: Mayor Ament, Commissioner Ferrante, Commissioner Rafel, Commissioner Wicichowski, Alderperson La Fever

Excused:

Staff Present: Recreation Director Katie Roth, Parks Supervisor Josh Fabian, Facilities Supervisor Bob Loohaus, & Mike Eder

3. APPROVAL OF MINUTES

A. August 20th, 2024 PB&G Meeting Minutes

MOTION: Motion to Approve August 20, 2024 Meeting Minutes

VOTE: Motion by: Commissioner Ferrante
Second by: Ald. La Fever
Motion 5-0

4. NEW BUSINESS

A. Discussion and possible recommendation to Common Council to authorize the removal of three dead trees on private property located at 12508 W. Meadow Ln.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson La Fever
Second by: Commissioner Wicichowski
Motion Passed 5-0

B. Discussion and possible recommendation to Common Council to award the Malone Park Diamond #6 Lighting Project to the most responsive and responsible bidder, Pieper Electric, Inc., for the Base Bid and Alternate 1 in the amount of \$300,940.00, and to reject alternates 2, 3, and 4. The total project cost, including contingencies, is not to exceed \$346,000.00 from account 04252900 61118 C2024.

MOTION: Motion to Approve

VOTE: Motion by: Commissioner Rafel

Second by: Commissioner Ferrante
Motion Passed 5-0

- C.** Discussion and possible recommendation to Common Council to award the Fire Training Tower Rehabilitation Design Contract to the most qualified consultant, Perspective Design, Inc, in the amount of \$96,000.00 from account 04251300 61319 C2024.

MOTION: Motion to Approve

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Wicichowski
Motion Passed 5-0

- D.** Discussion and possible recommendation to the Common Council for the approval of Resolution 24-23 - A Resolution Amending the 2024 Capital Projects Budget to accomplish the Rehabilitation of the Fire Training Tower.

MOTION: Motion to Approve

VOTE: Motion by: Commissioner Wicichowski
Second by: Commissioner Ferrante
Motion Passed 5-0

- E.** Discussion and possible recommendation to Common Council for vendor agreement with Kowalske Brewing, LLC to conduct beer garden events on selected Saturdays and Sundays between January 2025 and October 2025, at Malone Park. This approval is subject to consent by the vendor and is further subject to the approval as to final form by staff and the Mayor.

MOTION: Motion to Approve

VOTE: Motion by: Commissioner Wicichowski
Second by: Commissioner Ferrante
Motion Passed 5-0

- F.** Discussion and possible recommendation to Common Council to to award the New Berlin Public Library Chiller Replacement Design Contract to the most qualified consultant, IBC Engineering Services, Inc. in the amount of \$58,155.00 from account 04251300 61477 C2024.

MOTION: Motion to Approve

VOTE: Motion by: Commissioner Rafel
Second by: Commissioner Ferrante
Motion Passed 5-0

5. UPDATES

Josh & Bob provided verbal updates on the following ongoing projects:

- Ed Bartz Memorial
- Tree conditions post Ash Bore
- Hickory Grove demo and rehab
- Completion of Golf Course roof
- Roof replacement project at Prospect Hill

6. ADJOURN

MOTION: Motion to Adjourn at 6:07pm.

VOTE: Motion by: Commissioner Wicichowski
Second by: Commissioner Rafel
Motion Passed 5-0

Respectfully Submitted,

Robert T. Rafel MBA
PB & G Commission Secretary



REQUESTED ACTION STATEMENT

DATE: November 1, 2024

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Lucas Pichler – Director of Public Works

ISSUE: Fueling Station Reconstruction Design Contract

REQUESTED:

Recommend to Common Council to award the Fueling Station Reconstruction Design Contract to the most qualified consultant, Perspective Design, Inc, in the amount of \$64,000.00 from account 04251300 61215 C2024.

FISCAL IMPACT:

Funding Source:

CIP account 04251300 61215 C2024	2024 Approved Amount:	\$90,000.00
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Project Costs:

Design: \$64,000.00
Estimated Construction: \$500,000.00

RATIONALE:

The Department solicited three firms and received one proposal on October 25, 2024, and recommends award of the project to the most qualified consultant, Perspective Design, Inc.. The consultant's design proposal and City's Request for Proposal are included in the agenda packet.

**CITY OF NEW BERLIN
REQUEST FOR PROPOSAL
FUELING STATION RECONSTRUCTION**

The City of New Berlin (City) desires to retain the professional services of an engineering consultant to complete the designs and preparation of final plans and specifications for the reconstruction of the City of New Berlin Fueling Station.

Qualified consultants are invited to submit proposals to accomplish the scope of work hereinafter defined. The consultant will be expected to work directly with the City of New Berlin appointed staff for this project. The Department of Public Works will be the lead agent for the Project.

1. Project Description and Scope of Services

The project consists of the design of the reconstruction of the City of New Berlin Fueling Station located at 16550 W. National Avenue New Berlin, WI 53151. The existing station consists of one above ground 10,000 gallon diesel tank, one above ground 10,000 gallon gasoline tank, a Fuelmaster fuel management system, dispensing system, and one each diesel and gasoline dispensers with two nozzles each. Rehabilitation shall consist of:

- Replacement of the 10,000 gallon tanks. The City desires to replace the tanks with up to 12,000 gallons of capacity for each tank if site constraints allow. The replaced tanks are planned to be above ground.
- Replacement of the controller system. The system shall also provide for automatic notification for fuel ordering.
- The dispensing system shall be compatible with the City's Fuelmaster fuel management system. The City currently uses key fobs specific to each vehicle in the City's fleet.
- Replacement of the fueling station canopy.
- Replacement of the fuel dispensers and island. The City intends to install the same number of dispensers in approximately the same location. However, the City currently has a separate DEF system, which the City would like to have incorporated into the dispensing system at the fueling station.
- Replacement of all pumps, underground piping, and wiring from the tanks, controller, and dispensers.
- Replacement of all hard surface near the fuel canopy area.
- The fueling station shall be wired to be powered by an existing backup generator in the event of a power outage.

2. Data Collection

- A. A field survey of the fueling station shall be completed by the selected consultant or sub-consultant as necessary to complete the design.
- B. The selected consultant shall compile existing topographic, cadastral and

utility as-built information as needed from the City of New Berlin data files.

- C. The field survey shall be completed based upon state plane coordinates. The Elevation Datum the City of New Berlin uses is 'NAVD 1988 (US Survey Feet)'. The X/Y Coordinate system the City uses is NAD 1927 State Plane Wisconsin South 4803. Verify the accuracy of City topographic data by comparing to field survey data.

3. Preliminary Design and Specifications (30% Design)

- A. Based upon the field survey data and the information compiled from the City, prepare facility designs including the features outlined in the Project Description and Scope of Services.
- B. Submit the preliminary designs to the City for review.
- C. Prepare preliminary specifications including front-end documents (template provided by the City) and specifications for all improvements.

4. Final Construction Plans and Bidding Documents (90% Design & 100% Design)

- A. Following review by the City of the preliminary design and specifications, complete the 90% construction plans and bidding documents.
- B. The 90% design and specifications shall be reviewed by the City and approved for final design.
- C. Plans shall be prepared on sheets measuring 30" high by 36" wide. The sheets shall be sealed and signed by the professional engineer responsible for the design.
- D. Specifications shall detail the scope of work, new equipment specifications, component specifications, and any other pertinent information and supporting documentation.
- E. Upon final approval, the final design and specification shall be provided to the City to publish for bidding.

5. Bidding Phase

- A. Provide digital construction plans and bidding documents to be uploaded by the City to Questcdn.com for perspective bidders.
- B. Provide plan and specification clarifications to perspective bidders.
- C. Attend the Bid Opening.

- D. Evaluate bids received, prepare a letter of recommendation for award and submit it to the City.

6. Administration

- A. Attend up to five meetings with the City. It is anticipated that these meetings will include:

1. Pre-design project scope and introduction meeting.
2. Preliminary design submittal and review.
3. 90% Design submittal and review.
4. Final Design submittal.
5. Bid opening attendance.

- B. Prepare and submit construction cost estimates to the City.

- C. Deliverables shall include:

1. Five hard copy and one electronic copy of the construction plans in AutoCad format.
2. Three hard copies of the bidding documents.
3. No bidding documents and construction plans will be produced for distribution to perspective bidders.

7. Schedule

- A. Based on the evaluation of the Proposals received, a consultant will be selected. Proposals will be reviewed based on consultant's experience, project approach, committed workload, and staff qualifications.

- B. The following time schedule is anticipated:

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|--|-------------------|
| 1. Receipt of all Proposals | October 25, 2024 |
| 2. Proposal Recommendation Council | November 12, 2024 |
| 3. Award of contract and Notice to Proceed | December 6, 2024 |
| 4. Preliminary designs completed | March 14, 2025 |

- | | |
|----------------------------|---------------|
| 5. 90% Design completed | May 16, 2025 |
| 6. Final Designs completed | June 13, 2025 |
| 7. Bidding Phase Completed | July 30, 2025 |

C. Submittal

1. Five copies of proposals should be submitted to the Department of Public Works by 10:00 AM., Friday, October 25, 2024. Late submittals will not be accepted and will be returned unopened. Proposals should be mailed or delivered to:

Lucas Pichler, DPW Director
3805 South Casper Drive
New Berlin, WI 53151

2. All questions regarding proposals should be directed to Lucas Pichler at the following e-mail address: lpichler@newberlin.org.



PERSPECTIVE DESIGN, INC.

11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

10/25/24

City of New Berlin
Attn: Lucas Pichler, DPW Director
3805 South Casper Drive
New Berlin, WI 53151
Via e-mail: lpichler@newberlin.org

Project: Fueling Station Reconstruction
Repairs and reconstruction of the fueling station located at the DPW Streets Dept.
16550 W National Ave, New Berlin, WI 53151

Dear Mr. Pichler,

Thank you for allowing Perspective Design (PDI) to present the following proposal for architectural and engineering services for the referenced project. Please review the description of the services provided below:

- Scope of Project
 - Replacement of the 10,000-gallon tanks with 12,000-gallon tanks if site constraints allow. The replaced tanks are planned to be above ground.
 - Replacement of the controller system. The system shall also provide for automatic notification for fuel ordering.
 - The dispensing system shall be compatible with the City's Fuelmaster fuel management system (with existing key fob access of existing City vehicles).
 - Replacement of the fueling station canopy.
 - Replacement of the fuel dispensers and islands with same number of dispensers in approximately same location.
 - Dispensing system and fueling station to be incorporated into City's separate DEF system.
 - Replacement of all pumps, underground piping, and wiring from the tanks, controller, and dispensers.
 - Replacement of all hard surface paving near the fuel canopy area.
 - The fueling station shall be wired to and powered by an existing backup generator in the event of a power outage.
 - Storm sewer & drainage design as necessary.
- Design Services
 - Preliminary Design (PD) documents based on Client provided program, agreed upon schedule and approximate budget requirements.
 - We have not included time to field measure existing site conditions.
 - Civil Engineer has already surveyed the site of the DPW Streets Department (including the fueling station) in December of 2022 for proposed DPW building renovation. If acceptable to the City, this survey data will be used for this project as well.

- We have included time to field measure the existing DEF structure.
- This proposal is based on the assumption that a third-party Petroleum Design/Build Vendor will be hired for design of the fueling stations and canopy. This proposal includes base infrastructure for the fueling station and coordination with this third-party to meet their design requirements.
- Prepare new site plan & architectural floor plan of DEF structure, coordinated with mechanical, electrical, & plumbing (MEP) design consultants.
- We have included a total of (2) Client meetings to outline project scope and review initial design. Additional meetings will be billed as an Additional Service at our time and reimbursable rates.
- We have included one minor revision based on Client comments.
- We have included, as an additional service, Construction Manager services to produce preliminary estimating.
- Environmental investigation and remediation services are excluded.
- Government control board meetings are excluded.
- Construction Documents (CD) based on approved Preliminary Design documents, including architectural, survey, civil, and mechanical, electrical, plumbing (MEP) design services.
 - Geotechnical services are excluded. It is strongly recommended Client undertake geotechnical investigation of the site. Without a geotechnical report, the paving contractor will be responsible for final pavement design.
 - If a usable geotechnical report is not provided, we will use assumed soil bearing capacities for canopy footings that will need to be verified by the contractor during construction.
 - Prepare drawings necessary for government plan review, bidding and construction.
 - Includes civil engineering, architecture, structural engineering, HVAC engineering (DEF building only), electrical/lighting engineering, and plumbing engineering (DEF building only).
 - Design of fueling stations and petroleum accessories are not included. Infrastructure coordination with third-party Petroleum Design/Build Vendor is included.
 - Structural design services for the canopy and footing design are included as a separate line item below in the event the canopy structure is not designed by the Petroleum Design/Build Vendor.
 - Specifications on drawings.
 - Specification “front-end” to be provided by the City or third-party Petroleum Design/Build Vendor.
 - We have not included any services to correct existing code violations, or to repair or replace existing construction that does not meet code.
 - It’s assumed the site is clear of environmental concerns. Specialty handling instructions for petroleum accessories is not included.
 - Landscaping design is not included.

- Engineering for containment of existing above-ground tanks is not included.
- We assume the existing generator will meet required electrical loads.
- Major changes to the design after starting construction document preparation are excluded. If requested, major design changes will be an Additional Service billed at our time and reimbursable rates.
- Assist Client in government plan review approval.
- Bidding and procurement services are excluded. We have included Pre-Construction Construction Manager services as a separate additional service below.
- Plan review and permit fees are the Client's responsibility.
- We have included a total of (2) Client meetings to review final design. Additional meetings will be billed as an Additional Service at our time and reimbursable rates.
- The following services are Additional Services and will be provided at our time and reimbursable rates if they become necessary or if requested by Client.
 - Phased release of construction documents, including phased submittal to the state/municipality for plan approval or phased release of documents to accommodate the construction schedule.
 - Revisions to documents after the construction documents have been submitted for state/municipal plan approval; whether to incorporate comments or redlines of the Client, contractor or any other party.
 - Value engineering to modify the design or drawings to adjust design based on cost estimates after release of drawings.
 - It's assumed the site is clear of environmental concerns. Specialty handling instructions for petroleum accessories are not included.
 - Site lighting design and photometric.
 - Landscape design.
 - Generator design if existing generator will not meet new electric load demands.
 - Cost estimating. We have included Construction Manager services as an additional service that will provide cost estimating.
- Construction Procurement Services (Bidding & Negotiation)
 - It is our understanding that the project will be bid at the General Contractor level. We will provide electronic documents to the Client for their use in soliciting bids.
 - Consider requests for substitutions, prepare addenda, answer questions and provide clarification or interpretation.
 - We have included Pre-Construction Construction Manager services as a separate additional service listed below. Construction Manager will assist in the following:
 - Organize and conduct the Bid Opening.
 - Preparing specification front end/general requirements.
 - Publicly notify the bid.
 - Review bids and make recommendations for contract award.
 - The following services are Additional Services and will be provided at time and reimbursable rates, if requested by Client.

- Reproduction and distribution of bidding documents.
 - Organize and conduct a pre-bid conference.
 - Interview of contractor(s).
 - Assist Client during negotiations.
- Services During Construction (SDC)
 - Services during construction are limited to thirty (30) personnel-hours. If additional services become necessary, they will be billed as an Additional Service at our time and reimbursable rates.
 - If requested, advise and consult with Client.
 - Review requests for additional information. All questions from sub-contractors should be directed to the General Contractor or Client and forwarded to the Architect via a phone call followed by a written summary of that question.
 - Observation of work, including site visits at intervals as requested by the Client. Upon Client request for a site observation, Architect will determine if timing is appropriate and if such service is included in this Agreement. Quality of the work, safety, and means and methods of construction are the sole responsibility of the General Contractor.
 - If requested, review payment applications submitted by the contractor(s). Owner is responsible for verification and final approval of contractor payment applications.
 - Review and approve submittals provided by the contractor(s) for consistency with design intent; including shop drawings, samples and product data. All submittals shall be reviewed and approved by the General Contractor before submittal to the Architect; if documents are not approved by the General Contractor prior to submittal to the Architect, the Architect's review shall be void.
 - If necessary, as an Additional Service billed at our time and reimbursable rates, review requests for changes in the work; including preparing change orders, and minor changes in work for Client's approval and execution in accordance with the contract documents.
 - Conduct review to determine substantial completion date and, if requested, issue Substantial Completion Certificate.
 - Attend punchlist walkthrough. Prior to PDI attending a punchlist walk-through, PDI shall be provided with a preliminary punchlist prepared by the General Contractor based on their visit to the site and their own evaluation of the project. All punchlists to be prepared and maintained by the General Contractor.
 - The Contractor is responsible for assembly and delivery of any maintenance and operation manuals, and any end-user training.
 - Startup and commissioning services are excluded.
 - If required, issue Compliance Statement.
 - The Client shall provide a construction schedule to allow us to schedule services during construction appropriately.
 - Weekly attendance at General Contractor meetings is excluded.
 - Schedule of Services

- Services above and beyond the following shall be provided as an Additional Service at the time and reimbursable rates.
 - Eight personnel-hours to review shop drawings, product data, or samples.
 - Four total site visit(s) including those listed below.
 - One specific observation(s) for contractor progress.
 - One review(s) to determine substantial completion.
 - One “punchlist” observation.
 - One review(s) to determine final completion.
- Services listed below would be provided as an Additional Service at our time and reimbursable rates.
 - Response to contractor’s requests for information that is already available.
 - Change orders, or change directives requiring evaluation of proposals.
 - Provide consultation concerning replacement of work caused by fire or other causes during construction.
 - Evaluating extensive claims submitted by the Client’s consultant(s) or contractor(s).
 - Evaluation of substitutions by Client’s consultant(s) or contractor(s), or making subsequent revisions to the Instruments of Service.
 - Preparation of design documents for alternate bids or proposals requested by Client.
 - Services provided 60 days after substantial completion.
 - As-built field measuring or documents.
- Reimbursable expenses and consultant fees to be billed at cost plus eight percent (8%).
 - Transportation including mileage.
 - Government fees for securing approvals by jurisdiction authorities.
 - Reproduction, plots, postage, handling, and deliveries.
 - Overtime work, if requested by the Client.
 - Presentation documents (models, renderings, mock-ups) beyond those listed in this proposal, if requested by the Client.
 - Consultant services.

The scope of work and contract requirements for Consultant work listed in this proposal shall be governed by the Consultant’s proposal to Perspective Design. No other services are planned for this project. Services not specifically listed in this proposal are excluded. Peter Ogorek is the licensed architect that will directly supervise the staff working on this project. Changes in service or circumstances that affect the architectural service will be made with written agreement, including adjustment of schedule and compensation. Any Additional Services for architectural work required, above and beyond the services outlined above, will be billed on a time and reimbursable expense basis at a rate of \$125.00 per hour for Principals, \$105.00 per hour for Senior

Project Managers, \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants. Reimbursable expenses listed in this proposal are estimates only and are in addition to our proposed fees. Any estimates included in this proposal for government fees are estimates for plan review fees only; permit fees are excluded.

Service Fee Schedule:

We propose to provide these listed services, excluding Structural Engineering, for a fixed fee (excluding reimbursables) of:

Fifty-five Thousand, Four Hundred Dollars (\$55,400.00)

We proposed to provide additional Pre-Construction Construction Manager services for a fixed fee (excluding reimbursables) of: Two Thousand, Seven Hundred Dollars (\$2,700.00)

We propose to provide Structural Engineer services, if necessary, for a fixed fee (excluding reimbursables) of: Five Thousand, Four Hundred Dollars (\$5,400.00)

We estimate our architectural reimbursable expenses to be approximately:

Five Hundred Dollars (\$500.00) (Excluding government review fees)

This proposal is held open for your consideration for a period of 30 days after which it shall be null and void. If necessary, Perspective Design would appreciate meeting with you to further discuss this proposal. If you find this proposal acceptable, please sign and return a copy for our records. We assume that the person executing this agreement is either the Owner or the Owner's Representative.

Sincerely,

Kurt Johansen
Project Manager
11525 W. North Avenue
Wauwatosa, WI 53226
Tele: (414) 302-1780
Fax: (414) 302-1781

Accepted by:

Signature_____

Printed Name_____

Date_____

See attachment for Standard Contract Terms for Professional Services.

Standard Contract Terms for Professional Services – copyright 2024

This document has important legal consequences, consult with an attorney. The Client shall provide and keep up-to-date the following Project parameters: objective or use, physical parameters, program, legal parameters, financial parameters including overall budget for the Project, proposed procurement or delivery method for the Project and any other parameters provided to Architect. The Client shall provide the following Project team information: the Client's Designated Representative, persons or entities who are required to review the Architect's submittal to the Client and Client's other consultants and contractors. The Client and Architect may reasonably rely upon the information contained above in determining the Architect's compensation. The Client shall provide all information and render decisions in a timely manner. The Client shall procure the services of all consultants, including engineering, legal, insurance and accounting as necessary to complete the Project. The Architect is entitled to rely upon the accuracy and completeness of the information provided by the Client or the Client's consultants. The Client shall promptly notify the Architect of any inconsistencies in the documents.

This Agreement shall be governed by the laws of the State of Wisconsin and the County of Milwaukee. Definitions for terms in this Agreement shall be as defined by the current edition of the AIA Document A201 except that in this Agreement, the term Architect shall mean the Architect and any Consultants providing services under the Architect's contract with the Client. The Architect may have interest in other entities performing services for this Project. Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same location under similar circumstances and for similar fees. In no event shall the statutes of limitations or repose commence to run any later than the date when the end-user begins to occupy the project or 30 days after Architect's final invoice whichever occurs first, the date of which shall be considered the completion of the Architect's service. The Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement. The Client and Architect have agreed to the scope of services covered by this Agreement and any services not specifically identified in the Agreement are excluded. Architect's services rendered under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have right to any claim against the Architect due to this Agreement. The Architect shall have no responsibility or liability for environmental conditions or hazardous materials related to this Project, including but not limited to mold, lead, PCB's and asbestos. The Architect shall have no obligation to inspect the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for the construction quality, means, methods, techniques, sequences, equipment or procedures of construction (including temporary bracing) or for safety precautions and programs in connection with the construction. The Architect is not a contractor and has no control over the cost of materials, equipment and labor necessary to complete the project; for this reason, the Architect does not warrant or represent that any estimates provided for the cost of the project will be accurate – any estimates provided shall not be relied upon by the Client. Also, the Architect shall have no obligation for any delays, defects or deficiencies or other acts or omissions of any contractor(s), subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with applicable laws or the contract documents, including the plans & specifications.

All documents prepared by the Architect (including electronic documents) are Instruments of Service for the sole use on this Project. The Architect is deemed the author, creator and owner of the Instruments of Service and retains all common law, statutory and other reserved rights to these documents including copyrights. Upon prompt payment of all sums due, the Architect may grant a one-time, non-transferable license to the Client for use of the Instruments of Service for this Project. If the Agreement between the Client and Architect is terminated the license to use the Instruments of Service shall be terminated and Client shall promptly return all Instruments of Service to the Architect. The Client shall not use the Instruments of Service for additions or alterations to this Project or for completion of this Project by others or on other Projects. Any unauthorized use of the Instruments of Service or use without the participation of the Architect is at the Client's sole risk and without liability to the Architect.

The scope of any review or other action taken by the Architect or their Consultants with respect to any contractor or supplier submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall design intent of the work, but not for purposes of determining accuracy, completeness or other details such as dimensioning, quantities, or for substantiating applicability, instructions or performance of materials, equipment or systems. The Architect shall not be liable or responsible for any error, omission, defect or deficiency in any contractor or supplier submittal. The installing contractor or material supplier is responsible for determining that the material being installed is suitable for the application and the contractor is also responsible to install all products or materials per the manufacturer's recommendations, guidelines and instructions.

Changes to this Agreement shall be accomplished by a mutually agreeable, written change and shall not invalidate the original Agreement. The following items will require a written change: change in previous instruction or approval of the Client, enactment or revision of codes, laws, regulations or in interpretation of

them, Client's failure to act in a timely manner, failure on the part of the Client's consultants or contractors, Architect's participation in dispute resolution or legal proceedings that the Architect is not a party.

Any disputes or claims shall be subject to Mediation as a condition precedent to Arbitration. Any disputes or claims unresolved by Mediation shall be subject to final and binding Arbitration. Demand for Mediation or Arbitration shall be made in a timely manner, but in no event shall a claim be made more than 10 years after the completion date of the Architect's service, and shall not include any additional individual or entity not a party to this Agreement unless agreed to by Architect. Mediation and/or Arbitration shall be administered by a mutually agreed upon Mediator or Arbitrator and will be conducted by rules agreeable to all parties to this Agreement. If Client and Architect fail to agree, then the Arbitrator and rules shall be governed by the rules of the American Arbitration Association. Client and Architect agree to equally share all Mediation and Arbitration fees. Any and all legal fees for each party will be the responsibility of each respective party. Pending Mediation or Arbitration shall not limit in any way the right for the Architect or their Consultant(s) to file lien notices or liens by the required deadlines. In the event of any dispute, Client agrees to make claim solely against the Architect's business entity and not against any owner, principal or employee of the business entity. Waiver of Consequential Damages - the Client and Architect waive all consequential damages arising out of claims or disputes relating to this Agreement. Waiver of Subrogation - the Client and Architect waive all rights against each other for losses and damages covered by insurance.

If Client or any other party are required by contract or otherwise afforded Additionally Insured coverage under Architect's insurance, the Architect shall only be liable to Client or any other party for losses caused in whole or substantially in part by Architect's professional acts or omissions. Architect shall not be liable for any claims that is not covered by Architect's insurance policies.

The Client agrees to limit Architect's (including Architect's Consultants) total liability to the Client, other Consultants, Contractors and Subcontractors on the Project and any other party, due to Architect's or their Consultants' professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Architect or Architect's Consultants to any party shall not exceed Ten Thousand Dollars (\$10,000.00) or the Architect's total fee for services rendered under this Agreement, whichever is greater.

The Architect may suspend services and seek adjustment of the Contract Sum and Completion Date for failure of the Client or Client's Representatives to respond in a timely manner or for Client's failure to make timely payment. Upon seven days' written notice, the Architect may terminate services for the Client's failure to make timely payments. If the Project is suspended for more than 30 days, the Contract Sum and Completion Date shall be equitably adjusted. If the Project has been suspended for more than 90 days, upon seven days' written notice, the Architect may terminate this Agreement. Upon seven days' written notice, either party may terminate this Agreement for convenience without cause. If the Client suspends or terminates this Agreement for any reason, the Client shall compensate the Architect for the services performed (including reimbursable expenses and profit) to the date of suspension or termination.

Payments are due within 7 days of date of Architect's invoice or statement. Amounts outstanding after 15 days will be subject to 1% (12% annual) interest to accrue monthly. Reimbursable expenses will be billed at cost plus eight percent (8%). Third party costs (consultants, etc.) will be billed at cost plus eight percent (8%). For time and expense or cost-plus agreements, our fee schedule is \$125.00 per hour for Principals, \$105.00 per hour for Senior Project Managers \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants, which includes direct personnel expenses and profit. Client agrees to pay Architect for all expenses incurred, including attorney's fees, for recovery of unpaid balances.

This Agreement constitutes the entire agreement between the parties, all prior oral or written agreements and negotiations and other representations are superseded by this Agreement. Client and Architect consent that this document represents a "meeting of the minds" with relation to this Agreement. In the event that any term, provision or condition of this Agreement is unenforceable under the law, the balance of the Agreement shall remain in full force and affect.

As required by Wisconsin Lien Law, Architect hereby notifies the Client that persons or companies furnishing labor for design or observation of the construction on Owner's land, may have lien rights on Owner's land and building if not paid. Those entitled to lien rights, in addition to the Architect are those who give Client and/or Owner notice within 60 days after they furnish labor or material for the design or construction. Accordingly, Client and/or Owner will likely receive notices from those who furnish labor or materials for the Project and Client must provide a copy of each notice received to the Owner and mortgage lender, if any. If Client is not the property owner, it is Client's responsibility, on behalf of the Architect, to promptly notify the Owner of these lien rights. Architect agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants are duly paid, if applicable.

REQUESTED ACTION STATEMENT

DATE: October 25, 2024

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Fabian – Supervisor Parks Department

ISSUE: Henry Snavelly – Valley View Park Benches Eagle Scout Donation Agreement

REQUESTED:

Recommend to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Henry Snavelly to build and provide four benches for seating Valley View Park Playgrounds

FISCAL IMPACT:

None

RATIONALE:

Valley View Park and its playgrounds see a high rate of usage, and the park could use more seating. Currently, there is no bench seating at the smaller playground and limited seating at the larger playground closer to Sunnyslope, and this project will provide three benches at the smaller playground and one more extra bench at the larger. The donation by this Eagle Scout provides value to the City, community, and to the Scout.

DONATION AGREEMENT

This Donation Agreement is made and entered into by and between the BOY SCOUTS OF AMERICA, POTAWATOMI COUNCIL, located at 804 Bluemound Road, Waukesha, Wisconsin, 53188, and JOEL SNAVELY and ANDREA SNAVELY, whose place of residence is 15220 West Lynwood Court, New Berlin, Wisconsin, 53151, and who are the legal guardians of HENRY SNAVELY, who is a member of Boy Scout Troop No. 68 (hereinafter collectively referred to as the “Donor”) and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the “City”) with its principal office at 3805 South Casper Drive, New Berlin, Wisconsin, 53151.

WHEREAS, the Donor is an Eagle Scout candidate with the Boy Scouts of America Potawatomi Council Troop No. 38; and

WHEREAS, the Donor is desirous of conducting his Eagle Scout project at Valley View Park in the City of New Berlin; the project would include the construction and installation of four (4) benches (with plaques) at a location in the park to be determined by City Staff; and

WHEREAS, the intent of the project is to allow park visitors to have benches to sit on, providing extra seating for playground areas; and

WHEREAS, the donation will be constructed by the Donor, along with members of Troop No. 68, their families and friends; and

WHEREAS, it is anticipated the work would be performed between August 15, 2024 and November 30, 2024; the Donor will supply the posts, paint, screws and other supplies to perform the work, which work will be performed by the volunteers noted above; and

WHEREAS, the City is desirous of accepting the donation of the Donor.

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, volunteers and/or assigns to enter into Valley View Park and to provide the services set forth in the attached Exhibit A.

2. Donor agrees to provide (or has already provided) the City with evidence acceptable to the City that the Donor carries public liability insurance, with limits acceptable to the City, which policies would name the City as an Additional Insured on a primary and non-contributory basis.

3. Donor further agrees to indemnify the City and to hold it harmless as and against claims, demands, actions or causes of actions, including actual attorney fees, arising from the performance of the services provided for in Exhibits A, including, but not limited to, claims for property damage and personal injury that may arise during the course of the construction of the improvements provided for in Exhibit A.

4. The parties agree that the services being provided hereunder will be provided at the expense of the Donor and not the City.

5. Donor agrees to obtain permission from the City as to the specifics of the construction and donation, and to perform said construction and services in accordance with that direction.

6. Donor agrees that the volunteers participating in the project will be required to sign a City of New Berlin Volunteer Waiver Form for any work being provided on city property, and the appropriately executed Waiver Form will be provided to the City prior to the commencement of the work.

7. Donor agrees to appropriately guard the worksite to prevent injury to any persons that may be in the vicinity of those portions of Valley View Park when the services are being performed.

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

9. Upon the completion of the work related to the services outlined in Exhibit A, the improvements shall become the sole property of the City of New Berlin.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

11. 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.

Dated: _____

Dated: _____

DONOR:
BOY SCOUTS OF AMERICA
POTOWATOMI COUNCIL

CITY:
CITY OF NEW BERLIN

By: _____

By: _____
David Ament, Mayor

DONOR:

DONOR:

Joel Snavelly.
Father of Henry Snavelly

Andrea Snavelly
Mother of Henry Snavelly

EXHIBIT A



Eagle Scout Service Project Workbook



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name

Please give a name to your project

Scouts and Parents or Guardians

Please read "Message to Scouts and Parents or Guardians" on pages 5 and 6. This includes excerpts and summaries from the Guide to Advancement that may help ensure requirements are properly administered according to national BSA policies and procedures. Please note, also, that when Eagle Scout candidates submit their project proposal they will promise they have read this entire workbook. Doing so will be important to their success.

Only the Official Workbook May Be Used

Eagle Scout candidates must use the official Eagle Scout Service Project Workbook, No. 512-927, as produced by the BSA and found at www.scouting.org/advancement. Although it is acceptable to copy and distribute the workbook, no council, district, unit, or individual has the authority to produce or require additional forms, or to add or change requirements, or to make any additions, deletions or changes in the text, outlines, links, graphics, or any other elements of the workbook.

Attention: Unit, District, and Council Reviewers

Eagle Scout projects must be evaluated primarily on impact—the extent of benefit to the religious institution, school, or community, and on the leadership provided by the candidate. There must also be evidence of planning and development. This is not only part of the requirement but relates to practicing the Scout motto, Be Prepared. However, in determining if a project meets Eagle Scout requirement 5, reviewers must not require more planning and development than necessary to execute the project. These elements must not overshadow the project itself, as long as the effort was well led and resulted in otherwise worthy results acceptable to the beneficiary.

How to Use This Workbook

This workbook includes valuable information that can help ensure your success. It includes four project forms: a proposal, a plan, a fundraising application, and a report. Following the project report you will find "Navigating the Eagle Scout Service Project," an information sheet that you should provide to the project beneficiary before the beneficiary approves your proposal. You will find it helpful to take the entire workbook—even the parts that have not yet been prepared—with you to all meetings and discussions concerning your project.

Before preparing any of the four forms, read with your parent or guardian, the "Message to Scouts and Parents or Guardians" found on pages 5 and 6. If your project is worthy and meets Eagle Scout requirement 5 as written, the message will help you successfully present your proposal through the approval process.

Preparing the Project Proposal

Your proposal must be completed first. It is an overview, but also the beginnings of planning. Be sure to read "Instructions for Preparing Your Proposal" which appears right after the proposal cover page in this workbook.

The Project Plan

Prepare your project plan after your proposal has been approved, but before you begin work on your project. The Project Plan form is a tool for your use. No one approves it, although your project beneficiary has the authority to review it and require changes in it. Your project plan can also be important in showing your Eagle Scout board of review that you have planned and developed your project as required. And you are strongly encouraged to share your project plan with an Eagle Scout service project coach. Doing so can help you avoid many problems associated with service projects. Be sure to check with the council or district person who approved your proposal to learn how project coaches are designated in your community.

The Fundraising Application

If your fundraising effort involves contributions only from the beneficiary, or you, your parents or relatives, your unit or its chartered organization, or parents or members in your unit, then you do not need a fundraising application. If you will be obtaining money, materials, supplies, or donations from other sources, you may need to submit an application. See "Procedures and Limitations on Eagle Scout Service Project Fundraising," which appears on page B of the fundraising application.

The Project Report

Prepare the project report after the project has been executed. You must sign it to confirm you led and executed the project. Note also, the signature lines for the beneficiary's and your unit leader's approval that your project fulfilled Eagle Scout requirement 5.

Meeting Eagle Scout Requirement 5

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America) A project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the Eagle Scout Service Project Workbook, No. 512-927, in meeting this requirement.

Project Purpose

In addition to providing service and fulfilling the part of the Scout Oath, “To help other people at all times,” one of the primary purposes of the Eagle Scout service project is to learn leadership skills, or to improve or demonstrate leadership skills you already have. Related to this are important lessons in project management and taking responsibility for a significant accomplishment.

Choosing a Project

Your project must be for any religious institution, any school, or your community. It is important to note, however, that the BSA has defined “your community” to include the “community of the world.” Normally, “your community” would not refer to individuals, although a council or district advancement committee may consider scenarios in which an individual in need can affect a community. It is then a matter of identifying a source representing the “community” who will provide approvals. For more information, see the Guide to Advancement, No. 33088, topic 9.0.2.5.

Your project must present an opportunity for planning, development, and leadership. For example, if a blood drive is chosen and the blood bank provides a set of “canned” instructions to be implemented with no further planning, the planning effort would not meet the test. You may need to meet with blood bank officials and work out an approach that requires planning, development, and leadership. This might involve developing and carrying out a marketing and logistics plan, reaching a challenging collection goal, or coordinating multiple blood collection events.

An Internet search can reveal hundreds of service project ideas. Your project does not have to be original, but it could be. It might be a construction, conservation, or remodeling project, or it could be the presentation of an event with a worthwhile purpose. Conversations with your unit leader, teachers, your religious leader, or the leaders of various community organizations can also uncover ideas. In any case, be sure the project presents a challenge that requires leadership, but also something that you can do with unskilled helpers, and within a reasonable period of time.

Restrictions and Other Considerations

There are no required minimum hours for a project. No one may tell you how many hours must be spent on it.

- Routine labor is not normally appropriate for a project. This might be defined as a job or service you may provide as part of your daily life, or a routine maintenance job normally done by the beneficiary (for example, pulling weeds on the football field at your school).
- While projects may not be of a commercial nature or for a business, this is not meant to disallow work for community institutions, such as museums and service agencies (like homes for the elderly, for example), that would otherwise be acceptable. Some aspect of a business operation provided as a community service may also be considered; for example, a park open to the public that happens to be owned by a business, but primarily benefits the community.
- A project may not be a fundraiser. In other words, it may not be an effort that primarily collects money, even for a worthy charity. Fundraising is permitted only for securing materials and facilitating a project, and it may need to be approved by your council. See “Eagle Scout Service Project Fundraising Application” later in this workbook.
- No more than one Eagle Scout candidate may receive credit for working on the same Eagle Scout service project.
- Projects must not be performed for the Boy Scouts of America, or its councils, districts, units, or properties.

Collecting Service Project Data

The BSA collects information on hours worked on Eagle Scout projects because it points to achievement of our citizenship aim. Please assist with data collection by keeping a list of people who help and the number of hours they work. When you prepare your project report you will need to include this data on page B of the report. Providing accurate information will also help your unit leadership enter your project into the BSA’s Journey to Excellence tracking system.

Message to Scouts and Parents or Guardians

The Eagle Scout service project requirement has been widely interpreted—both properly and improperly. This message is designed to share with you, the Eagle Scout candidate, and your parents or guardians the same information BSA provides to council and district volunteers responsible for project proposal approvals throughout the Boy Scouts of America.

In addition to reading this entire workbook, you and your parents or guardians should consult the Guide to Advancement, No. 33088, beginning with topic 9.0.2.0, “The Eagle Scout Service Project.” The Guide may be accessed at www.scouting.org/advancement.

The current Guide to Advancement, No. 33088, along with the Scouts BSA Requirements book, No. 33216, and this workbook, are the primary official sources on policies and procedures for Eagle Scout service projects. The Guide to Advancement and Scouts BSA Requirements book are available in Scout shops or on www.scoutshop.org. Your local council and district are important resources for information and guidance and can tell you where to submit service project proposals.

The council and district may also establish limited local procedures as necessary. However, all of this must be done in harmony with the official sources mentioned above. Councils, districts, units, and individuals must not add requirements or ask you to do anything that runs contrary to, or that exceeds, the policies, procedures, or requirements of the Boy Scouts of America.

Available from your Scout Shop or on www.scoutshop.org is an Eagle Project plaque to place at your project location at the completion of the project (<https://www.scoutshop.org/catalog/product/view/id/6831>).

What an Eagle Scout Candidate Should Expect

The Eagle Scout service project belongs to the Eagle Scout candidate. The candidate's parents and others may help, but the Scout must be the leader. Nonetheless, while working toward completion of the project, especially during the proposal approval process, a candidate has the right to expect the following, as reprinted from the Guide to Advancement, topic 9.0.2.1.

1. Questioning and probing for their understanding of the project, the proposal, and what must be done, shall be conducted in a helpful, friendly, courteous, and kindhearted manner. We will respect the Scout's dignity. Scouts will be allowed, if they choose, to have a parent, unit leader, or other adult present as an observer at any time while they are discussing their proposal or project with someone who is reviewing it.
2. Project expectations will match Eagle Scout requirement 5, and we will not require proposals to include more than described in the Eagle Scout Service Project Workbook.
3. If requested by the Scout or the Scout's parent or guardian, an explanation of a proposal rejection will be provided in writing, with a copy sent to the council advancement chair and staff advisor. It will indicate reasons for rejection and suggestions concerning what can be done to achieve approval.
4. Guidance that maximizes the opportunity for completion of a worthwhile project will be readily available and strongly recommended. Ultimately, however, the responsibility for success belongs to the Scout, and final evaluation is left to the board of review.
5. Candidates who believe they have been mistreated or their proposal wrongfully rejected, will be provided a method of redress. This will include the opportunity for a second opinion and approval, either through another volunteer or professional advancement administrator*, or the Scout executive, as determined by the council advancement committee or executive board.

**An "advancement administrator" is a member or chair of a council or district advancement committee, or a volunteer or professional designated according to local practices, to assist in advancement administration.*

Excerpts and Summaries From the Guide to Advancement

Eagle Scout Service Project Coaches (See the Guide to Advancement, topic 9.0.2.9)

Many units, districts, and councils use Eagle Scout service project “coaches,” because the advice they provide after approval of a proposal can be invaluable as candidates develop their project plan. A coach can help Scouts see that if a plan is not sufficiently developed then projects can fail. Assistance can come through evaluating a plan and discussing its strengths, weaknesses, and risks, but coaches do not have the authority to dictate changes or take any other such directive action. Instead, coaches must use the BSA method of positive adult association, logic, and common sense to help the candidate make wise decisions.

It is up to the council to determine who may serve as project coaches and how they might be assigned or otherwise provided to candidates. Coaches must be registered with the BSA (in any adult position) and be current in BSA Youth Protection training, and may come from the unit, district, or council level. For examples of how a service project coach can assist, please see the Guide to Advancement, topic 9.0.2.9. Note that there should be only one coach that is designated for you by your council or district; but your unit may also provide people to coach you.

What Is Meant by “Give Leadership to Others ...?” (See the Guide to Advancement, topic 9.0.2.4)

“Others” means at least two people besides the Scout. Helpers may be involved in Scouting or not, and of any age appropriate for the work. Councils, districts, and units shall not establish requirements for the number of people led, or their make-up, or for time worked on a project.

Evaluating the Project After Completion (See the Guide to Advancement, topic 9.0.2.13)

Eagle Scout projects must be evaluated primarily on impact—the extent of benefit to the religious institution, school, or community, and on the leadership provided by the candidate. There must also be evidence of planning and development. This is not only part of the requirement, but relates to our motto to, “Be Prepared.” However, in determining if a project meets requirement 5, reviewers must not require more planning and development than necessary to execute the project. These elements must not overshadow the project itself, as long as the effort was well led, and resulted in an otherwise worthy outcome acceptable to the beneficiary.

There may be instances where, upon its completion, the unit leader or project beneficiary chooses not to approve a project. One or the other may determine, for example, that modifications were so significant that the extent of the service or impact of the project was insufficient to warrant approval. The candidate may be requested to do more work or even start over with another project. The candidate may choose to meet these requests or may decide—if he or she believes the completed project worthy and in compliance—to complete an Eagle Scout Rank Application and submit the project workbook without final approval. If requested, the candidate must be granted a board of review. If it is thought a unit board may not provide a fair hearing, a board of review under disputed circumstances may be initiated according to the Guide to Advancement, topic 8.0.3.2.

Risk Management and Eagle Scout Service Projects (See the Guide to Advancement, topic 9.0.2.14)

All Eagle Scout service projects constitute official Scouting activity and thus are subject to Boy Scouts of America policies and procedures. Projects are considered part of a unit's program and are treated as such with regard to policies, procedures, and requirements regarding Youth Protection, two-deep leadership, etc. The health and safety of those working on Eagle projects must be integrated into project execution. Since an Eagle Scout service project is a unit activity, unit leadership has the same responsibility to assure safety in conducting a project as with any other unit activity. The unit leader or unit committee should reject proposals for inherently unsafe projects. The candidate should plan for safe execution, but it must be understood that minors cannot and must not be held responsible for safety concerns. As with any Scouting activity, the Guide to Safe Scouting applies. BSA also expects leaders to use the four points of SAFE when delivering the program. The SAFE Checklist can be found at: <https://www.scouting.org/health-and-safety/safe/>. The most current version of the Guide to Safe Scouting can be found at: <https://www.scouting.org/health-and-safety/gss/>.

Insurance and Eagle Scout Projects (See the Guide to Advancement, topic 9.0.2.15)

The Boy Scouts of America General Liability Policy provides general liability insurance coverage for official Scouting activities. Registered adult leaders are provided primary coverage. Unregistered adults participating in a Scouting activity are provided coverage in excess of their personal insurance. Every council has the opportunity to participate in the BSA Accident and Sickness insurance program. It provides some insurance for medical and dental bills arising from Scouting activities. If councils do not purchase this, then units may contract for it. In some cases, chartered organizations might provide insurance, but this must not be assumed. Most of these programs provide only secondary coverage, and are limited to registered youth and adults and those interested in becoming members.

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Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name

Please give a name to your project

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the beginnings of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name:		Birth date:	
Email Address:		BSA PID number:	
Address:	City:	State:	Zip:
Preferred telephone(s):		Life Board of Review date:	

Current Unit Information

Check One:	Troop	Crew	Ship	Unit Number:
Name of District:				Name of Council:

Unit Leader Check One: Scoutmaster Crew Advisor Skipper

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Unit Committee Chair

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Unit Advancement Coordinator

(If your unit has one)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Beneficiary

(Name of religious institution, school or community)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Your Council Service Center

Contact Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Coach

(Your council or district project approval representative may help you learn who this will be.)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Description and Benefit

Briefly describe your project

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

When do you plan to begin carrying out your project?

When do you think your project will be completed?

Giving Leadership

Approximately how many people will be needed to help on your project?

Where will you recruit them (unit members, friends, neighbors, family, others)?

Explain:

What do you think will be most difficult about leading them?

Materials

Materials are things that become part of the finished project, such as lumber, nails and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..

What other needs do you think you might encounter?

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below
(include sales tax if applicable)

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Materials:

Supplies:

Tools:

Other:

Total Costs:

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

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Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns of which you and your helpers should be aware.

Read the "[Age Guidelines for Tool Usage](#)" at Scouting.org

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*		<i>Sign below before you seek the other approvals for your proposal.</i>	
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.			
Signed		Date	

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.*

Unit Leader Approval*		Unit Committee Approval*	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed	Date	Signed	Date
Name (Printed)		Name (Printed)	

Beneficiary Approval*		Council or District Approval	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." Yes _____ No _____			
Signed	Date	Signed	Date
Name (Printed)		Name (Printed)	

** While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*



Eagle Scout Service Project Plan



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name

Eagle Scout Service Project Name

Planned start date

Planned completion date

Eagle Scout requirement 5 says you must "plan" and "develop" your service project. Though this project plan is a tool for your use, and is not approved or signed, it is important in helping to show you have done the required planning and development. You should take this project plan with you to your Eagle Scout board of review. Note that you are not required to provide more details than are necessary for the accomplishment of your project.

A Scout who is prepared will complete the project plan, and then review it with the designated project coach before carrying out the project. The council or district representative who approved your project may have agreed to serve as your project coach, or someone else may be designated to take this important role. A project coach's involvement and review of your project plan is optional, but it can help you avoid many problems or mistakes. This can also improve your chances of passing the Eagle Scout board of review.

You should also show your project plan to your beneficiary prior to carrying out the project. This will help ensure your plans agree with the beneficiary's expectations. Remember, the project beneficiary has the authority to require and approve a project plan. Be sure to read "Navigating the Eagle Scout Service Project" at the end of this workbook.

Comments From Your Proposal Review

What suggestions were offered by the council or district representative who approved your project?

Project Description and Benefit - Changes from the Proposal

As projects are planned, changes are usually necessary. If they are major, it is important to confirm they are acceptable to the beneficiary. You should also discuss major changes with those who approved your proposal, and also with your coach, to get an idea if the changes will be acceptable to your board of review.

How will your project be different from your approved proposal?

Will the changes make the project more, or less, helpful to the beneficiary? Explain:

Present Condition or Situation *Include "before" photographs to show the board of review as attachments.*

Describe the present condition of the worksite. For an event or activity, describe your biggest obstacles.

Project Phases

You may have more than ten phases, or fewer, as needed.

Look at the phases from your proposal. Make any changes, then provide a little more detail, including approximate starting and ending dates for each phase. If you have more than 10 phases, attach a separate page with your continued phase list.

1
2
3
4
5
6
7
8
9
10

Work Processes

Prepare a step-by-step list of what must be done and how everything comes together: site preparation, sizing, assembly, fastening of materials, finishes to be used (paint, varnish, etc.), uses of supplies and tools, etc. Your project coach may be able to assist.

Attachments

If you are unable to attach items within this workbook, please put them in separate documents that you may send along with your workbook. Attachments might include such things as additional plans, drawings, diagrams, maps, and pictures that will help you carry out your project. They may also be helpful to your workers, your coach, the project beneficiary, and to your board of review. Drawings, if needed, should be to scale. If you are planning an event or activity, something like a program outline or a script would be appropriate.

Permits and Permissions

If you will need permissions or permits*, what is being done to obtain them, and when will they be issued?

* Could include building or electrical permits, dig permits, event permits, permission to access property, wilderness or back country permits, etc.

Materials List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plywood	3/4", 4'x8', B-C interior grade	3	20.00	60.00	ABC Hardware Donation
---------	---------------------------------	---	-------	-------	-----------------------

Item	Description	Quantity	Unit Cost	Total Cost	Source

Total cost of materials:

Supplies List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plastic tarp	9' x 12', 2mil think	2	4.00	8.00	ABC Hardware
--------------	----------------------	---	------	------	--------------

Item	Description	Quantity	Unit Cost	Total Cost	Source

Total cost of supplies:

Tools

List tools and equipment that must be purchased or rented; with quantity, unit cost, total cost, source, and who will operate or use it. See example.

Circular power saw*	1	0.00	0.00	Mr. Smith	Mr. Smith
---------------------	---	------	------	-----------	-----------

Tool	Quantity	Unit Cost	Total Cost	Source	Who will operate/use?

Total cost of tools:

Other Needs

List each item, description, quantity, unit cost, total cost, and source. For donated items, show value in cost columns. See example.

Printing	Marketing brochure	2000	0.01	20.00	ABC Hardware
----------	--------------------	------	------	-------	--------------

Item	Description	Quantity	Unit Cost	Total Cost	Source

Total cost of other needs:

Expenses

Item	Projected Cost
Total materials (from above)	
Total supplies (from above)	
Total tools (from above)	
Total other (from above)	
Total cost	

Revenue

Total to be raised: \$

Contribution from beneficiary: \$

Describe how you will get the money for your project. Include what any helpers will do to assist with the effort and also any requests you will make for donations of supplies, materials, etc.

Giving Leadership

Fill out the chart below, telling about specific jobs that need to be done, the skills needed to do them, whether they must be adults or may be youth, how many helpers are needed, and how many you have so far (if any). For example:

Work at car wash	Able to drive or wash cars	Adult drivers/supervisors, youth to wash	2 adults, 10 youth	1 adult, 5 youth
Job to Be Done	Skills Needed (if any)	Adult or Youth	Helpers Needed	Helpers So Far

What are your plans for briefing helpers, or making sure they know how to do what you want them to do?

What is your plan for communicating with your workers to make sure they know how to get to the site and where to park, that they will be on time and they will have with them what they need?

Logistics

How will the workers get to and from the place where the work will be done?

How will you transport materials, supplies, and tools to and from the site?

How will you assure the tools used are in good condition, that clearance and barriers needed between users are considered, and that the tools are properly used and stored?

How long will your helpers be working each day? (Recommend no more than eight hours per day)

How will the workers be fed?

Where will restrooms be located?

Safety

Will a first aid kit be needed for this project? If so, where will it be kept?

Will any hazardous materials or chemicals be used? If so, how will you see that they are properly handled?

List hazards you might face. These could include severe weather, wildlife, hazardous tools or equipment, overhead or underground utilities, sunburn, etc. What will you do to prevent problems? For example, "Hazardous tools will be operated by adults only."

Potential Hazard	What will you do to prevent problems?

How do you plan to communicate these safety issues and hazards to your helpers?

What personal protective equipment or supplies may be needed? (For example, gloves, goggles, hardhats, etc.)

When will you hold a safety briefing?

Who will conduct it?

Who will be your first-aid specialist?

How may emergency vehicles access the site?

Contingency Plans

What would cause postponement or cancellation of the project? What will you do should this happen?

Comments From Your Project Coach About Your Project Plan

A project coach's comments can be extremely helpful in assuring your project is successful.

Eagle Scout Service Project Fundraising Application

Before filling out this application, it is important to read "Procedures and Limitations on Eagle Scout Service Project Fundraising." This can be found on the next page: "Fundraising Application Page B." Once completed, you must obtain approval from the project beneficiary and your unit leader, and then submit the fundraising application to your council service center at least two weeks in advance of your fundraising efforts. You will be contacted if it cannot be approved or if adjustments must be made. Use this form, not the Unit Money-Earning Application.

Eagle Scout Candidate

Name:		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			
Check One: Troop Crew Ship		Unit Number:	
Name of District:		Name of Council:	

Project Beneficiary

(Name of religious institution, school or community)

Name:		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name:		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			

Describe how funds will be raised:

Proposed date the service project will begin:

Proposed dates for the fundraising efforts:

How much money do you expect to raise?

If people or companies are asked for donations of money, materials, supplies, or tools, how will this be done and who will do it?*

**You must attach a list of prospective donor names and what they will be asked to donate. This is not required for an event like a car wash.*

Are any contracts to be signed?

If so, by whom?

Contract details:

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Approvals

The beneficiary and unit leader sign below, in any order, before authorized council approval is obtained.

Beneficiary		Unit Leader		Authorized Council Approval*	
Signature	Date	Signature	Date	Signature	Date

Procedures and Limitations on Eagle Scout Service Project Fundraising

Eagle Scout Service Project Fundraising Application must be used in obtaining approval for service project fundraising of monies and for in-kind donations of materials, supplies, tools, or other needs.* Send the completed form with any attachments to your local council service center, where it will be routed to those responsible for approval. This may be a district executive or another staff member, the council or district advancement committee, a finance committee, etc., as determined by your council. Only one form is required per service project even if there will be multiple events, participants, or donors. It is not required to submit this form with your project proposal.

**This application is not necessary for contributions from the candidate, the candidate's parents or relatives, unit or its chartered organization, unit's parents or members, or the beneficiary. All proceeds left over from fundraising or donations, whether money, materials, supplies, etc., regardless of the source, go to the beneficiary. If the beneficiary is not allowed, for whatever reason, to retain any excess funds or materials, etc., the beneficiary should designate a suitable charity to receive them, or allow the unit to retain them. The unit must not influence this decision.*

If the standards below are met, your fundraising effort likely will be approved.

1. Eagle Scout service projects may not be fundraisers. In other words, the candidate may not stage an effort that primarily collects money, even if it is for a worthy charity. Fundraising is permitted only for securing materials, etc., and otherwise facilitating a project. Unless the effort involves contributions only from the beneficiary, the candidate, the candidate's parents or relatives, unit or its chartered organization, unit's parents or members, it must be approved by the local council. This is achieved by submitting the Eagle Scout Service Project Fundraising Application.
2. It must be clear to all donors or event participants that the money is being raised on behalf of the project beneficiary. Once collected, money raised must be turned over to the beneficiary or to the candidate's unit for deposit until needed for the project. If the unit receives the funds, it must release them to the beneficiary once expenses have been paid.
3. Any contracts must be signed by a responsible adult, acting as an individual, without reference to the Boy Scouts of America. The person who signs the contract is personally liable. Contracts must not and cannot bind the local council, the Boy Scouts of America, or the unit's chartered organization.
4. If something is to be sold, we want people to buy it because it is a quality product, not just because of an association with Scouting. Buyers or donors must be informed that the money will be used for an Eagle Scout service project to benefit the school, religious institution, or community chosen, and any funds left over will go to that beneficiary.
5. Any products sold, or fundraising activities conducted, must be in keeping with the ideals and principles of the BSA. For example, they must not include raffles or other games of chance.
6. Should any donors want documentation of a gift, this must be provided through the project beneficiary, not the Boy Scouts of America. If a donor or fundraising participant wants a receipt, this too, must be provided in the name of the beneficiary.
7. Youth are not normally permitted to solicit funds on behalf of other organizations. However, a local council may allow an exception for Eagle Scout service projects.
8. Local councils may determine that certain types of fundraisers such as bake sales and car washes do not require a fundraising application. Councils may also establish dollar thresholds, as well; for example, "Any effort expected to raise less than \$500 does not require an application."

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Eagle Scout Service Project Report



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name

Eagle Scout Service Project Name

Project start date

Project completion date

This report is to be prepared after your service project has been concluded. It is not necessary to provide lengthy answers. Be prepared to discuss your project and this report at your board of review.

Project Execution:

Once planning was completed, when did the work begin?

When was it finished?

Project Description

Please provide a brief description of your project and the impact it will have.

Describe what you did after your proposal was approved to complete the planning of your project.

Observations

What went well?

What was challenging?

Changes

Many successful projects require changes from the original proposal. What significant changes did you make and why did you make them (be brief)?

Leadership

In what ways did you demonstrate leadership?

What was most difficult about being the leader?

What was most rewarding about being the leader?

What did you learn about leadership, or how were your leadership skills further developed?

Materials, Supplies, Tools, Other

Were there significant shortages or overages of materials, supplies, tools, and other? If so, what effect did this have?

Entering Service Project Data

The BSA collects information on the hours worked on Eagle Scout service projects* because it points to achievement of our citizenship aim. To assist with the data collection, please refer to your list of people who helped and the number of hours they worked. Then please provide the information requested below. Include hours spent doing planning under Total Hours Worked.

Be sure to include yourself, and the time spent on planning.

	Number of Workers	Total Hours Worked
The Eagle Scout Candidate - Planning Hours		
The Eagle Scout Candidate - Execution Hours		
Registered BSA youth members		
Other youth (brothers, sisters, friends, etc., who are not BSA members)		
Registered BSA adult Scouting volunteers and leaders		
Other adults (parents, grandparents, etc., who are not BSA members)		
Grand Total of Hours (enter here and on your Eagle Scout Rank Application)		

***There is no requirement for a minimum number of hours that must be worked on an Eagle Scout service project.**

If you have been told you must meet a minimum number of hours then you may lodge a complaint with your district or council. If you have given leadership to an otherwise worthy project and are turned down by your board of review solely because of a lack of hours, you should appeal the decision.

Funding Summary

Describe how you obtained money, materials, supplies, and other needs (including donations) for your project.

How much was collected?

How much was spent?

If your expenses exceeded funds available, explain why this happened, and how excess expenses were paid.

If you had money left over at the end of your project, did you turn it over to the project beneficiary? If "No," when will that be done, or if your beneficiary is not allowed to accept the left over funds, which charity will receive them?

How were the donors thanked?

Photos and Other Documentation

If you have them, submit photographs taken before, during and after project completion on a separate document. You may physically attach letters, maps, handouts, printed materials, or similar items that might be helpful to your board of review.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise *Sign below before you seek the other approvals.*

On my honor, I was the leader of my Eagle Scout service project and executed it as reported here

Signature	Date

Approvals

In my opinion, this Eagle Scout service project meets Eagle Scout requirement 5, as stated on page 3 of this workbook.

Beneficiary name:	Unit leader name:
Signature	Signature
Date	Date



Navigating the Eagle Scout Service Project

Information for Project Beneficiaries

Thank You and Congratulations

Congratulations on your selection as an Eagle Scout service project beneficiary, and thank you for the opportunity you are making available to an Eagle Scout candidate. Support from community organizations is important to Scouting—just as important as Scouting's contributions are to the community. Scouts provide important services, and benefiting organizations such as yours provides a vehicle for personal growth.

The Eagle Scout Rank and the Service Project

Service to others is an important part of the Scout Oath: "... to help other people at all times." Each year tens of thousands of Scouts strive to achieve the coveted Eagle Scout rank by applying character, citizenship, and Scouting values in their daily lives. One of the rank requirements is to plan, develop, and give leadership to others in a service project helpful to any religious institution, school, or community. Through this requirement, Scouts practice what they have learned and gain valuable project management and leadership experience.

Typical Projects

There are thousands of possible Eagle Scout projects. Some involve building things, and others do not. There have been all kinds: making birdhouses for an arboretum, conducting bicycle safety rodeos, constructing park picnic tables or benches, upgrading hiking trails, planting trees, conducting well-planned blood drives, and on and on. Other than the general limitations noted below, there are no specific requirements for project scope or for how many hours are worked, and there is no requirement that a project have lasting value. What is most important is the impact or benefit the project will provide to your organization. In choosing a project, remember it must be something a group with perhaps limited skills can accomplish under the leadership of your Eagle Scout candidate. In order to fulfill the requirement, the Scout must be the one to lead the project. Therefore, it is important that you work with the Scout and not with the Scout's parents or leaders.

Projects Restrictions and Limitations

- Fundraising is permitted only for facilitating a project. Efforts that primarily collect money, even for worthy charities, are not permitted.
- Routine labor, like a service Scouts may provide as part of their daily lives such as mowing or weeding a church lawn, is not normally appropriate. However, if project scale and impact are sufficient to require planning and leadership, then it may be considered.
- Projects are not to be of a commercial nature or for a business, though some aspects of a business operation provided as a service, such as a community park, may qualify.
- The Scout is not responsible for any maintenance of a project once it is completed.

Approving the Project Proposal and Project Scheduling

Once a potential project is identified, you must approve your Scout's proposal. Regular communications with the Scout can make this quick and easy, but be sure you have both discussed and considered all aspects of the project to ensure your Scout has a clear understanding of your expectations and limitations. Keep in mind the proposal is merely an overview—not a comprehensive project plan.

Some projects may take only a few weeks or months to plan and carry out, while others may take longer. Scouts working toward the Eagle rank are typically busy, so scheduling flexibility may be important. The proposal must also have several approvals, besides yours, before project planning occurs and work begins. Therefore, if a proposed project must be completed by a certain rapidly approaching date, it may be a good idea to consider something different. Remember, too, that all work must be completed before the Scout's 18th birthday.

Approving Project Plans

After the proposal is approved by the BSA local council, your Scout must develop a plan for implementing the project. Before work begins, you should ask to see the plan. It may come in any format you desire or are willing to accept. It could even be a detailed verbal description. That said, the BSA includes a "Project Plan" form in your Scout's Eagle Scout Service Project Workbook, and we recommend that you ask your Scout to use it. If in your plan review you have any concerns the project may run into trouble or not produce the results you want, do not hesitate to require improvements before work begins.

Permits, Permissions, and Authorizations

- If the project requires building permits, etc., your Scout needs to know about them for planning purposes. However, your organization must be responsible for all permitting. This is not a duty for the Scout.
- Your organization must sign any contracts.
- If digging is involved, it is your responsibility to locate, mark, and protect underground utilities as necessary.
- If you need approval from a committee, your organization's management, or a parent organization, etc., be sure to allow additional time and let the Scout know if their help is needed.

Funding the Project

Eagle service projects often require fundraising. Donations of any money, materials, or services must be pre-approved by the BSA unless provided by your organization; by the Scout, the Scout's parents, or relatives; or by the Scout's unit or its chartered organization. The Scout must make it clear to donors or fundraising event participants that the money is being raised on the project beneficiary's behalf, and that the beneficiary will retain any leftover funds. If receipts are needed, your organization must provide them. If your organization is not allowed to retain leftover funds, you should designate a charity to receive them or turn them over to your Scout's unit.

Supervision

To meet the requirement to "give leadership to others," your Scout must be given every opportunity to succeed independently without direct supervision. The Scout's troop must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Scout, however, must provide the leadership necessary for project completion without adult interference.

Safety

Through the proposal and planning process, the Scout will identify potential hazards and risks and outline strategies to prevent and handle injuries or emergencies. Scouts as minors, however, cannot be held responsible for safety. Adults must accept this responsibility. Property owners, for example, are responsible for issues and hazards related to their property or employees and any other individuals or circumstances they would normally be responsible for controlling. If during project execution you have any concerns about health and safety, please share them with the Scout and the unit leaders so action may be taken. If necessary, you may stop work on the project until concerns are resolved.

Project Execution and Approval

After the project has been carried out, your Scout will ask for your approval on their project report. The report will be used in the final review of the Scout's qualifications for the Eagle Scout rank. If the Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. This is not the time, however, to request changes or additions beyond what was originally agreed.

The Eagle Scout service project is an accomplishment a Scout will always remember. Your reward will be a helpful project and, more important, the knowledge you have contributed to a young Scout's growth.

Navigating the Eagle Scout Service Project is available for download at <http://www.scouting.org/advancement>

Eagle Service Project Workbook - Revision Tracking

Version 2021a - Released 1/3/21

Version 2021b - Released 1/6/21

- Free text date fields length increased
- Scout name copied to footer on all pages
- Scout and project name copied across pages
- Scout name copied to fundraising application
- Made the Safety section much larger and added link to BSA Tool Safety web page
- Added an email address to the Council Service Center contact block

Version 2021c - Released 1/29/21

- Warnings about digital signatures locking the document have been added near all signature areas
- Candidate hour reporting split into separate planning and execution blocks*
- Page reference on Proposal Page H corrected
- Page reference on Fundraising Application Page A corrected
- Page reference on Project Report Page C corrected
- Formatting of all telephone fields removed to allow international phone numbers

Version 2021d - Released 11/1/21

- Fixed a gender-specific pronoun

Version 2022a - Released 12/16/2022

- Updated Risk Management section

Version 2023a - Released 2/5/2023

- Repaired Security Settings
- Repaired and improved formatting Eagle Name footer for very long names



REQUESTED ACTION STATEMENT

DATE: October 18, 2024

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Fabian – Supervisor Parks Department

ISSUE: Jesse Greeson – Maple Ridge Park Giant Adirondack Chair Eagle Scout Donation Agreement

REQUESTED:

Recommend to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Jesse Greeson to build and provide an oversized Adirondack chair as an engaging amenity at Maple Ridge Park.

FISCAL IMPACT:

None

RATIONALE:

Maple Ridge Park is seeing diminished usage than other parks around the city. Recently, the shelter has been updated with roof work, and there are plans for an updated playground. This amenity could convey more attention and activity to the park. The donation by this Eagle Scout provides value to the City, community, and to the Scout.

DONATION AGREEMENT

This Donation Agreement is made and entered into by and between the BOY SCOUTS OF AMERICA, POTAWATOMI COUNCIL, located at 804 Bluemound Road, Waukesha, Wisconsin, 53188, and GLEN T. KENNEY and SUSAN D. KENNEY, whose place of residence is 13445 West Armour Avenue, New Berlin, Wisconsin, 53151, and who are the legal guardians of JESSE GREESON, who is a member of Boy Scout Troop No. 38 (hereinafter collectively referred to as the “Donor”) and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the “City”) with its principal office at 3805 South Casper Drive, New Berlin, Wisconsin, 53151.

WHEREAS, the Donor is an Eagle Scout candidate with the Boy Scouts of America Potawatomi Council Troop No. 38; and

WHEREAS, the Donor is desirous of conducting his Eagle Scout project at Maple Ridge Park in the City of New Berlin; the project would include the construction and installation of an oversize Adirondack chair at a location in the park to be determined by City Staff; and

WHEREAS, the intent of the project is to allow park visitors to play on the oversized Adirondack chair and will also add something unique to the park; and

WHEREAS, the donation will be constructed by the Donor, along with members of Troop No. 38, their families and friends; and

WHEREAS, it is anticipated the work would be performed between September 1, 2024 and October 31, 2024; the Donor will supply the posts, paint, screws and other supplies to perform the work, which work will be performed by the volunteers noted above; and

WHEREAS, the City is desirous of accepting the donation of the Donor.

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, volunteers and/or assigns to enter into Maple Ridge Park and to provide the services set forth in the attached Exhibit A.

2. Donor agrees to provide (or has already provided) the City with evidence acceptable to the City that the Donor carries public liability insurance, with limits acceptable to the City, which policies would name the City as an Additional Insured on a primary and non-contributory basis.

3. Donor further agrees to indemnify the City and to hold it harmless as and against claims, demands, actions or causes of actions, including actual attorney fees, arising from the performance of the services provided for in Exhibits A, including, but not limited to, claims for property damage and personal injury that may arise during the course of the construction of the improvements provided for in Exhibit A.

4. The parties agree that the services being provided hereunder will be provided at the expense of the Donor and not the City.

5. Donor agrees to obtain permission from the City as to the specifics of the construction and donation, and to perform said construction and services in accordance with that direction.

6. Donor agrees that the volunteers participating in the project will be required to sign a City of New Berlin Volunteer Waiver Form for any work being provided on city property, and the appropriately executed Waiver Form will be provided to the City prior to the commencement of the work.

7. Donor agrees to appropriately guard the worksite to prevent injury to any persons that may be in the vicinity of those portions of Maple Ridgew Park when the services are being performed.

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

9. Upon the completion of the work related to the services outlined in Exhibit A, the improvements shall become the sole property of the City of New Berlin.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

11. 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.

Dated: _____

Dated: _____

DONOR:
BOY SCOUTS OF AMERICA
POTOWATOMI COUNCIL

CITY:
CITY OF NEW BERLIN

By: _____

By: _____
David Ament, Mayor

DONOR:

DONOR:

Glen T. Kenney
Legal Guardian of Jesse Greeson

Susan D. Kenney
Legal Guardian of Jesse Greeson

GIANT-SIZE

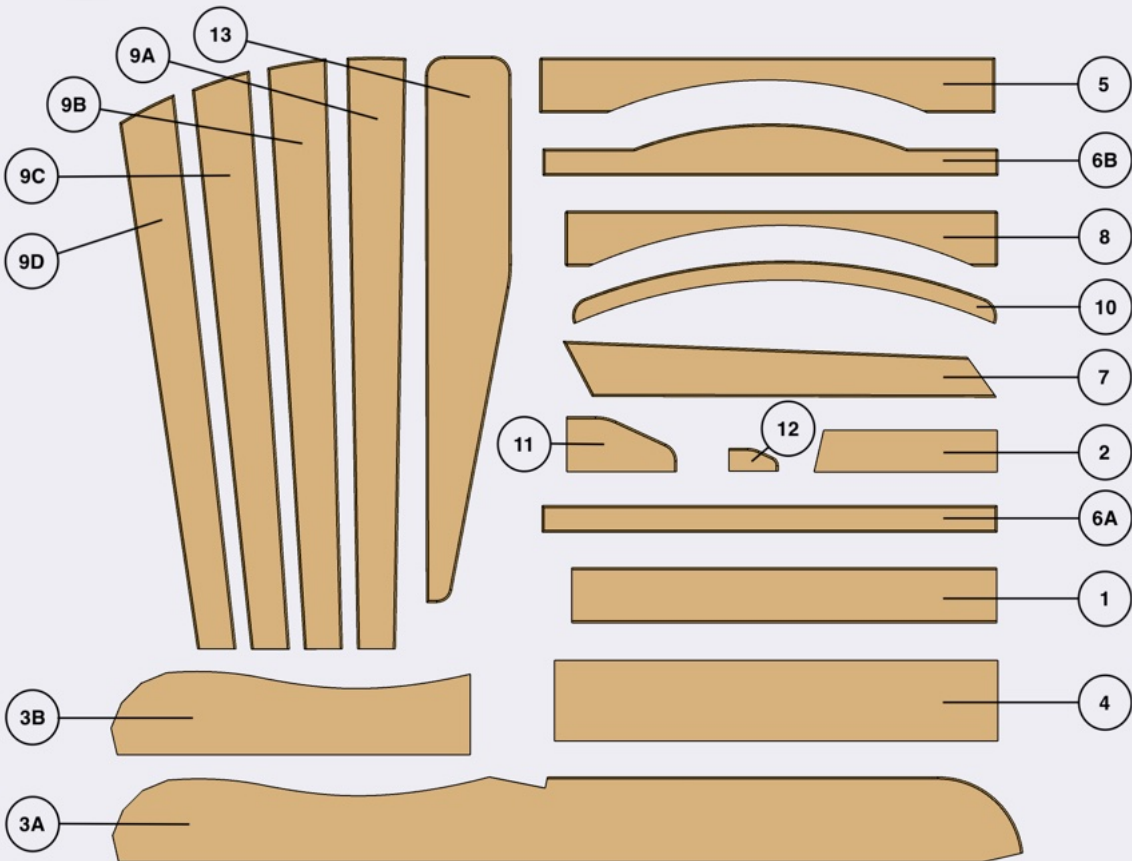
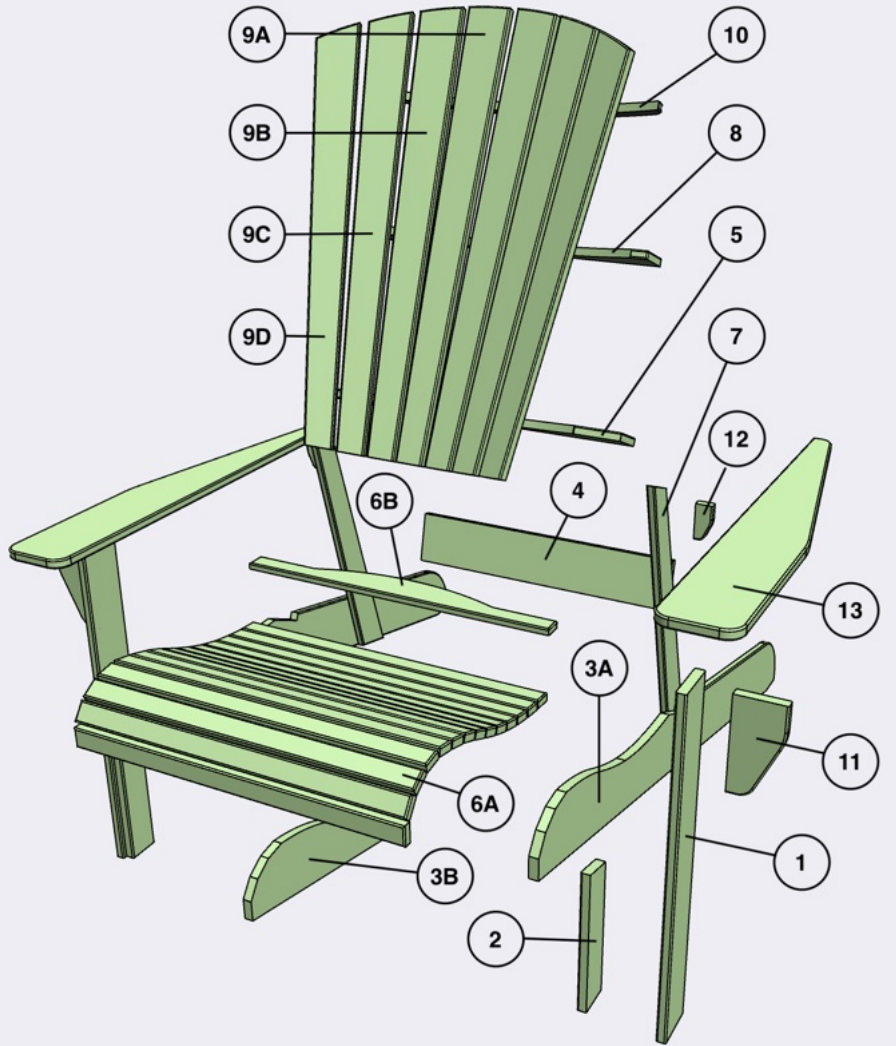
Adirondack Chair Plan

OVER 8' TALL

ISLAND
CROWN



- Detailed Assembly Drawings
- Complete Material & Hardware List
- Step-By-Step Build Instructions

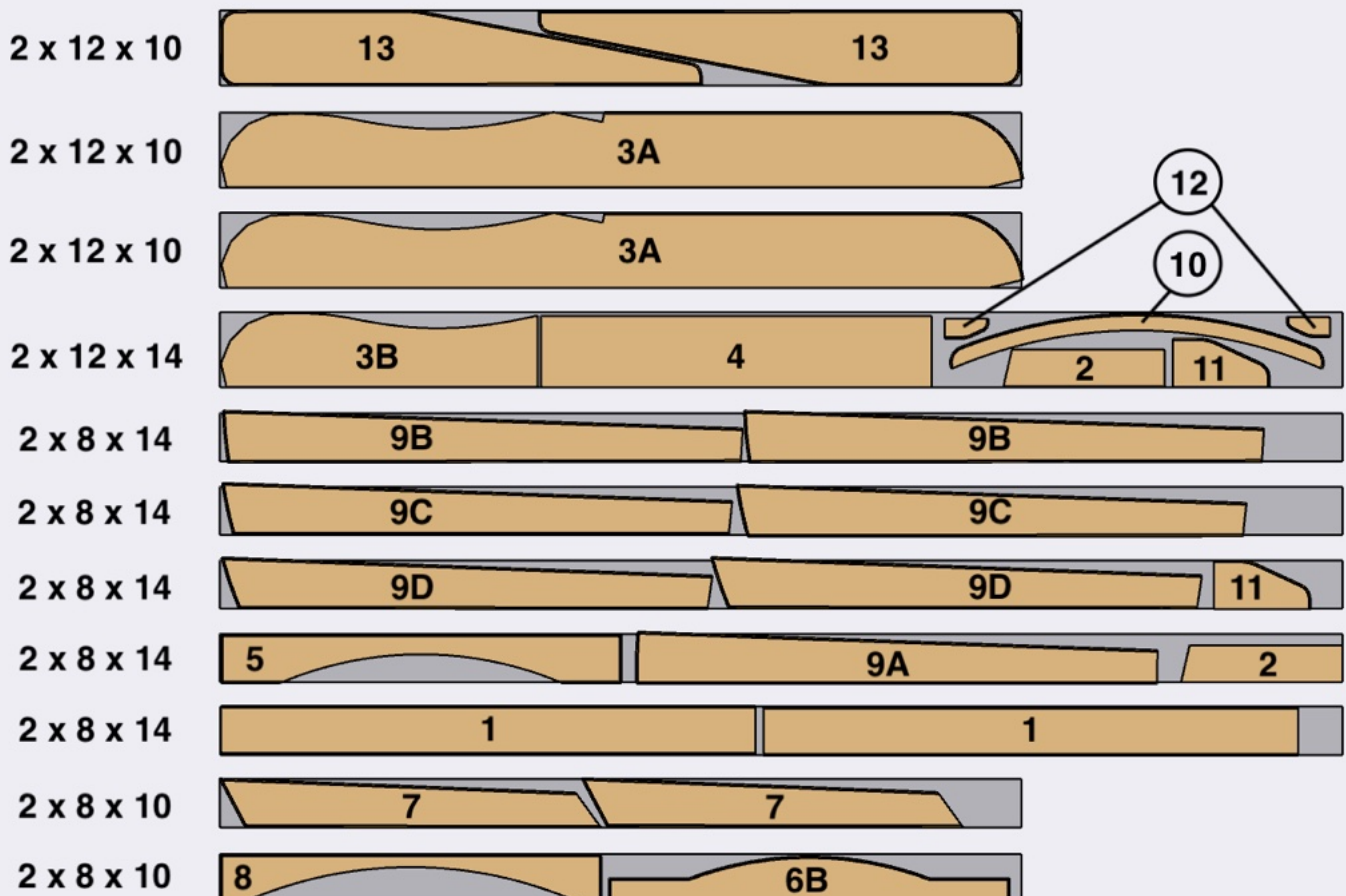


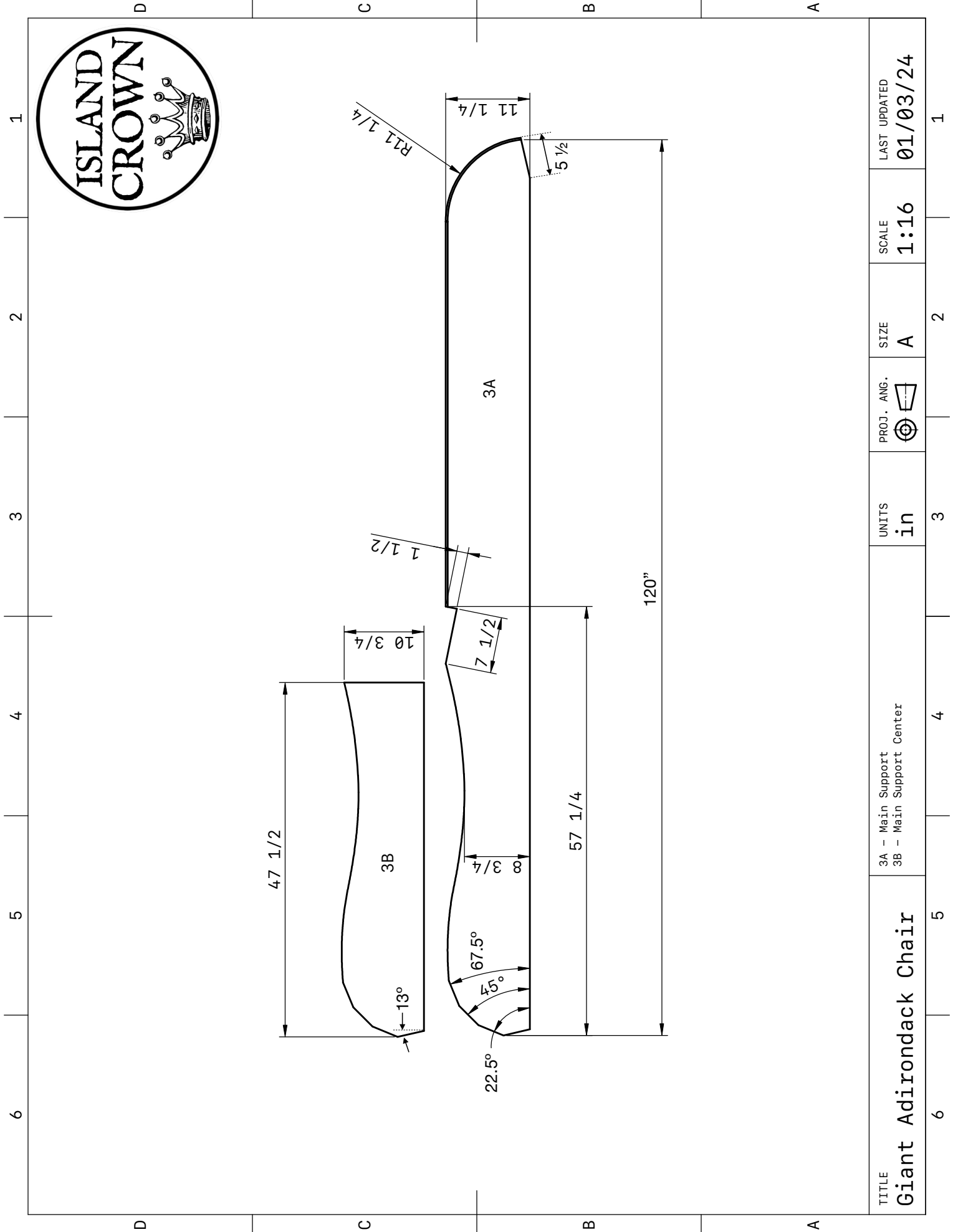
Bill of Materials ~ Giant Adirondack Chair

Components	Actual Dimensions	Qty
1 Front Leg	1 1/2" x 7 1/4" x 80" (24" buried)	2
2 Seat Support	1 1/2" x 5 1/2" x 24"	2
3A Main Support	1 1/2" x 11 1/4" x 120"	2
3B Main Support - Center	1 1/2" x 11 1/4" x 48"	1
4 Main Support Stretcher	1 1/2" x 10 1/2" x 57"	1
5 Lower Back Stretcher	1 1/2" x 7 1/4" x 60"	1
6A Seat Slat	1 1/2" x 3 1/2" x 60"	14
6B Rear Seat Slat	1 1/2" x 7 1/4" x 60"	1
7 Rear Support	1 1/2" x 7 1/4" x 57"	2
8 Middle Back Stretcher	1 1/2" x 7 1/4" x 57"	1
9 Back Slat (A-D)	1 1/2" x 7 1/4" x 78"	7
10 Upper Back Stretcher	1 1/2" x 7 1/4" x 55"	1
11 Front Armrest Support	1 1/2" x 7 1/4" x 14 1/2"	2
12 Rear Armrest Support	1 1/2" x 3" x 6 1/2"	2
13 Armrest	1 1/2" x 11 1/4" x 72"	2

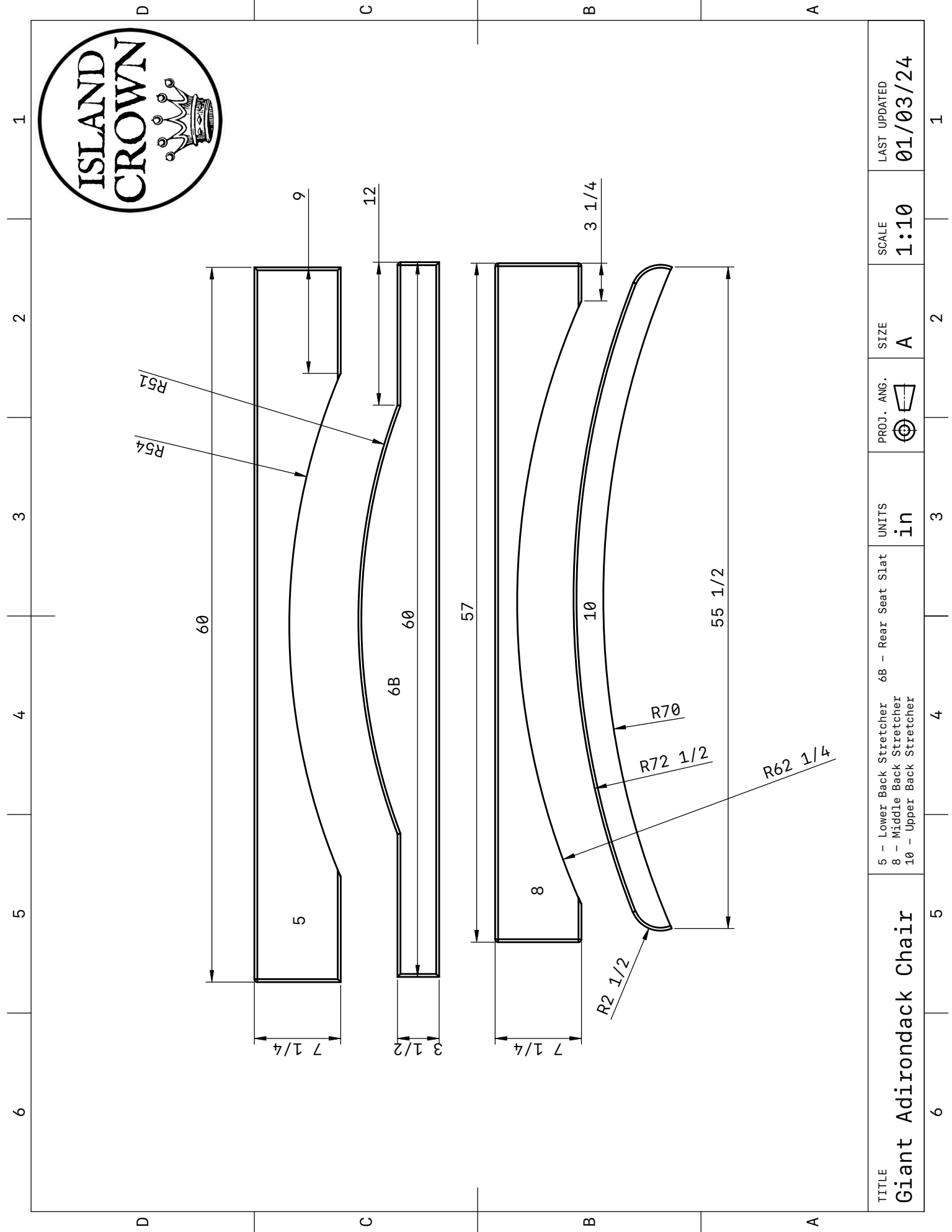
Material List	Actual Dimensions	Qty
2 x 12 x 14	1 1/2" x 11 1/4" x 168"	1
2 x 12 x 10	1 1/2" x 11 1/4" x 120"	3
2 x 8 x 14	1 1/2" x 7 1/4" x 168"	5
2 x 8 x 10	1 1/2" x 7 1/4" x 120"	2
2 x 4 x 10	1 1/2" x 3 1/2" x 120"	7

Fasteners	Qty
#10 x 2 1/2" Flat Head Screw	50
#10 x 3" Flat Head Screw	175
#10 x 4" Flat Head Screw	10



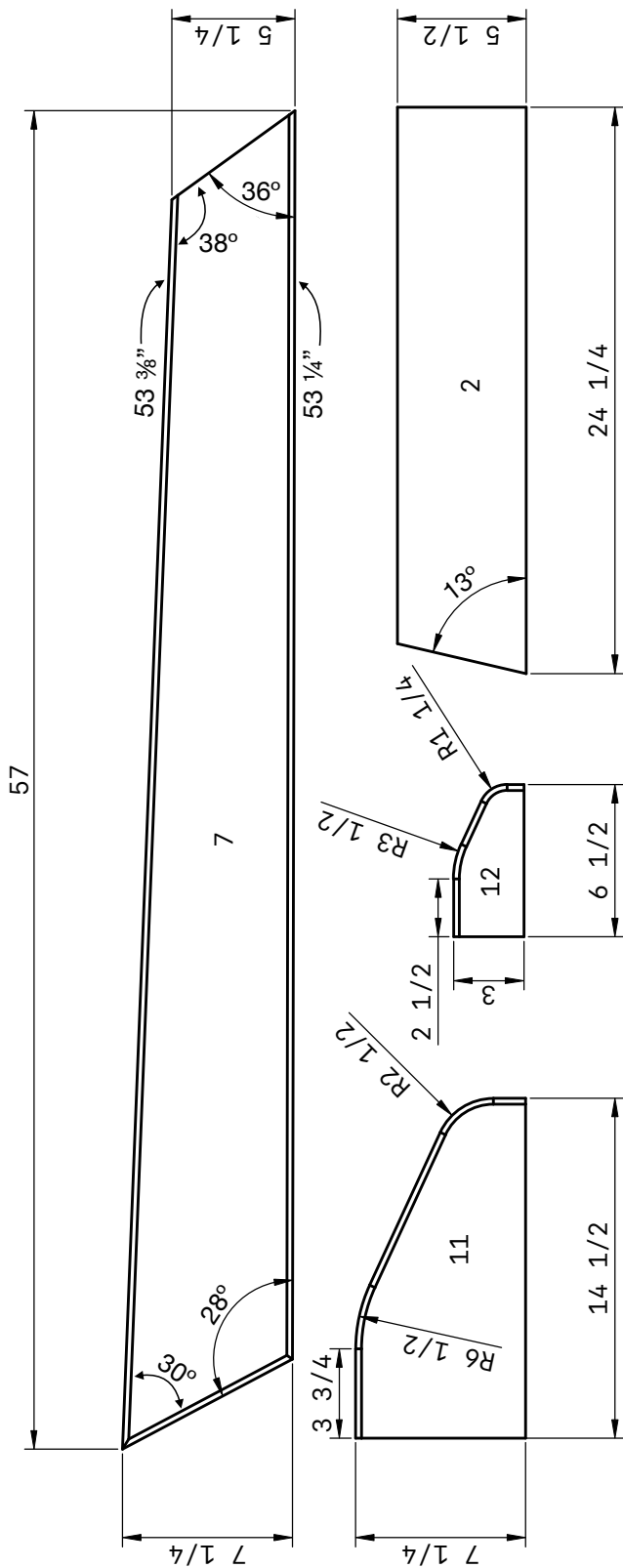


TITLE	3A - Main Support 3B - Main Support Center	UNITS	PROJ. ANG.	SIZE	SCALE	LAST UPDATED
Giant Adirondack Chair		in		A	1:16	01/03/24



TITLE	5 - Lower Back Stretcher 8 - Middle Back Stretcher 10 - Upper Back Stretcher	6B - Rear Seat Slat	UNITS in	PROJ. ANG. 	SIZE A	SCALE 1:10	LAST UPDATED 01/03/24

Giant Adirondack Chair



TITLE	7 - Rear Support 11 - Front Armrest Support 12 - Rear Armrest Support	UNITS	PROJ. ANG.	SIZE	SCALE	LAST UPDATED
Giant Adirondack Chair		in		A	1:8	01/03/24

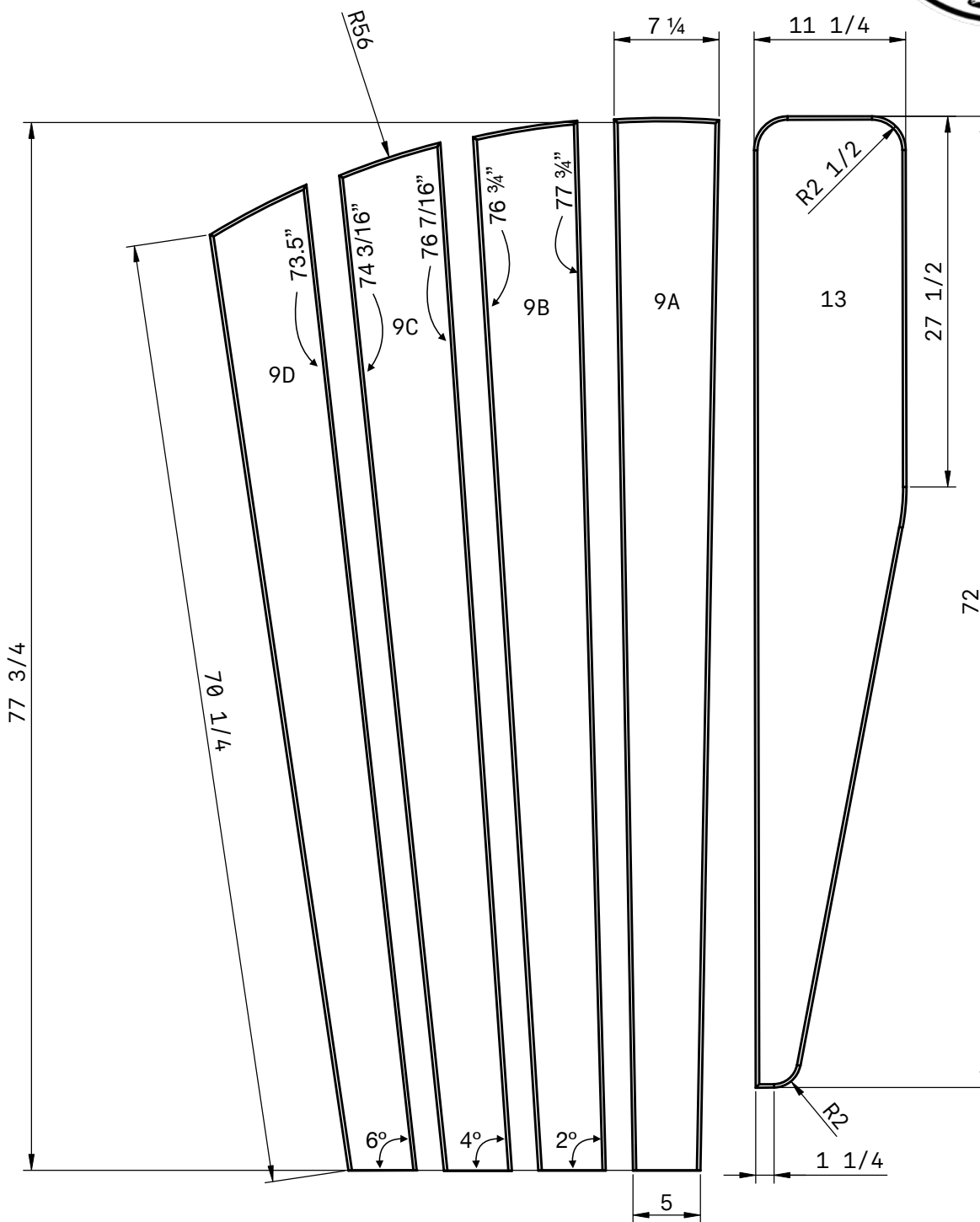
4

3

2

1

9A-D - Back Slats
13 - Armrest



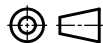
TITLE

Giant Adirondack Chair

UNITS

in

PROJ. ANG.



SIZE

A

SCALE

1:12

LAST UPDATED

01/03/24

4

3

2

1

Chair Location & Placement



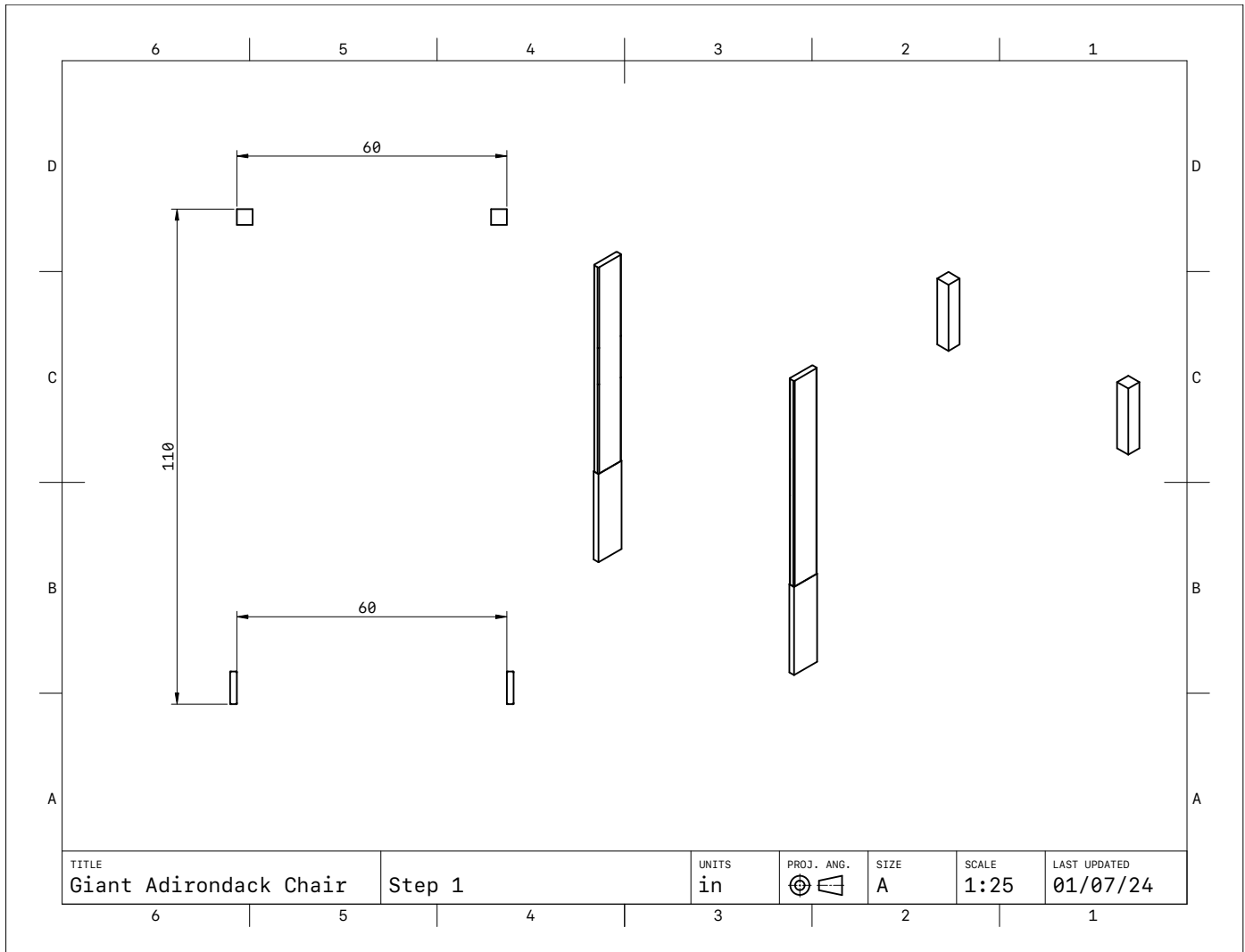
- Determine the location where your chair will be constructed. The footprint of your chair will be a 60" (wide) x 110" (deep) rectangle.
- With a measuring tape and string, or a straight edge, mark four corners of this rectangle on the ground.
- Verify that your rectangle is square by measuring diagonally in each direction until the measurements are the same while maintaining original dimensions.

Chair Assembly

Step 1

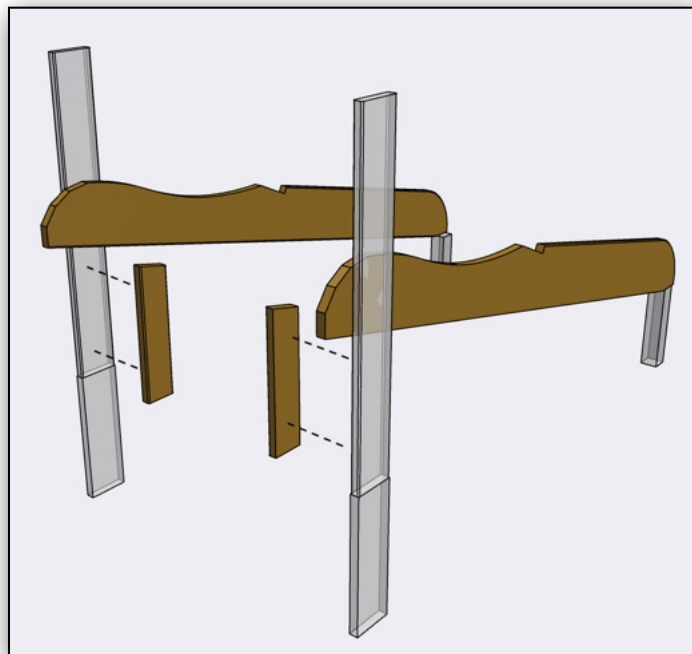
NOTE: Rear Foundation Block could be optional, based on the ground conditions at your location. I am working with sandy soil, so I opted for the block.

- After determining location of your chair, dig a 24" deep hole at the front two corners of your rectangle large enough to accommodate each **Front Leg (1)**, ensuring that there is 60" between them. There should be at least 58" of the leg remaining vertically above the ground surface.
- Be sure that the legs are plumb in all directions, parallel with each other and faces of legs are in line with the other two points of your footprint rectangle.
- At the opposite two corners of the rectangle, dig holes 18" deep and place a **Rear Foundation Block (14)** into each hole, maintaining 60" distance across the outside of the blocks and 110" from outside of Front Legs to the outside of the Blocks.
- Pour concrete (or backfill) around the Front Legs and Blocks, keeping them plumb as you work.
- After the concrete has cured, using a 6ft level, mark the Rear Foundation Blocks on a horizontal line near the ground surface. Using a reciprocating saw, cut the line on each Block. This is where the rear of the Main Supports will be placed.



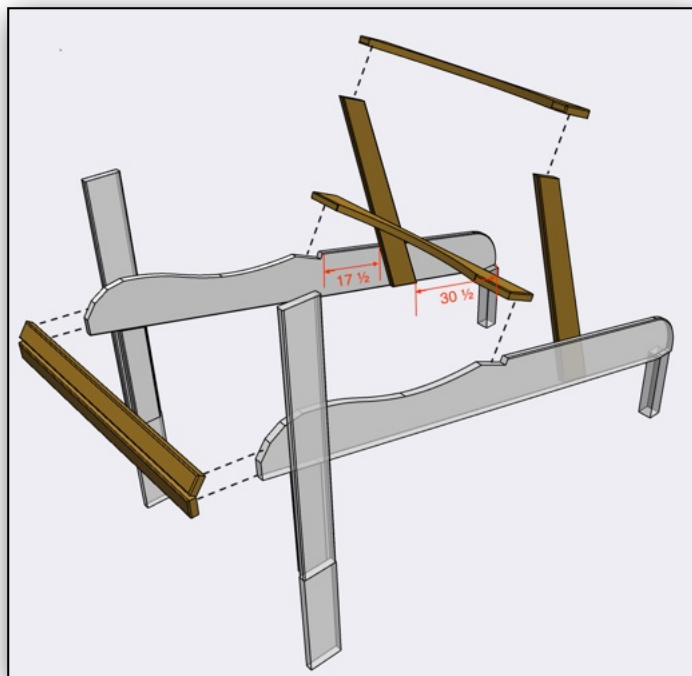
Step 2

- a) Install a **Seat Support (2)** on the inside of each Front Leg using 4 – 2 ½” screws from the inside, ensuring Supports are in the correct orientation and top front edge of each Support is level with the other.
- b) Place one **Main Support (3A)** onto Rear Foundation Block and on Seat Support, on the inside of Front Leg and temporarily clamp in place. Place the other Main Support in position and verify that the two Supports extend beyond the Front Legs the same distance. This distance should be about 6”.
- c) When the Main Supports are at the same position in relation to the Front Legs AND each safely sitting on top of the Rear Foundation Blocks, they can be fastened in place using 4 – 2 ½” screws from the inside into each Leg. They can also be “toe-nailed” into the Rear Foundation Blocks.



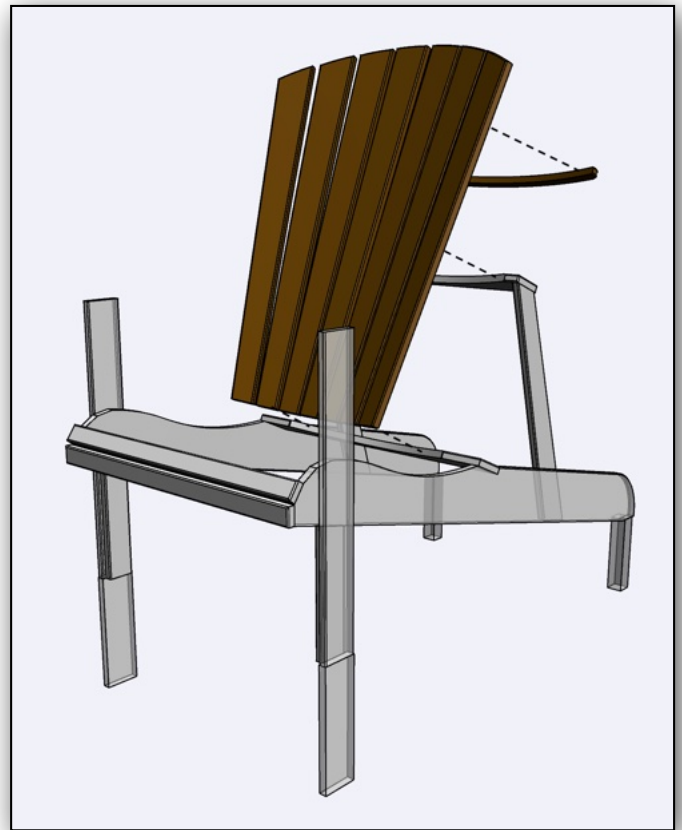
Step 3

- a) Install one **Seat Slat (6A)** to the front face of each Main Support, flush with the bottom of each and flush on the sides, using 2 – 3” screws at each end. Ensure that the Seat Slat is level.
- b) Install a second **Seat Slat** directly above the first one, keeping the reveal consistent across the board.
- c) Install the **Lower Back Stretcher (5)** in the notches of the Main Supports using 2 – 3” screws at each end, keeping the outer edge of the Stretcher flush with the sides of the Main Supports.
- d) Install one **Rear Support (7)** with 2 – 2 ½” screws from the inside, into the Main Supports, based on dimensions provided on drawings.
- e) Install second Rear Support to match the first one, keeping an eye on the two and making sure they are in line with each other. It may help to drive one screw, then temporarily clamp in place while walking around to get a complete view. If all looks well, install another screw at this time.
- f) Using a 6ft ladder from the rear, install **Middle Back Stretcher (8)** with 2 – 3” screws at each end, into Rear Supports keeping stretcher flush with sides and rear of supports.
- g) Locate and mark the center of the arch in the Lower Back Stretcher and Middle Back Stretcher. From those center marks, mark 3” in each direction leaving two marks 6” apart, centered on the face of the arch.



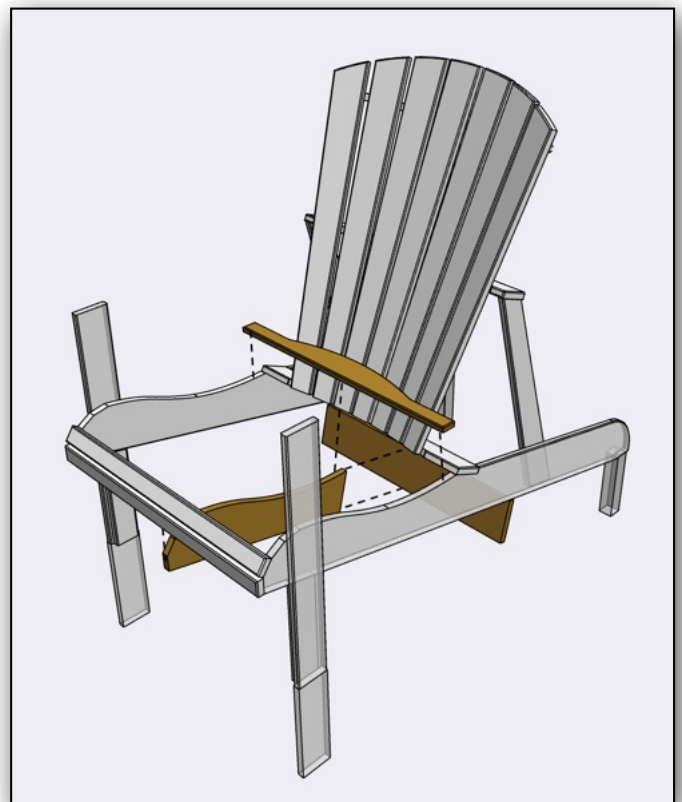
Step 4

- a) Clamp a scrap 2x4 or 2x6 under the Lower Back Stretcher in a position to temporarily support the Back Slats as they are placed into position.
- b) Place **Back Slat (9A)** vertically in the center of Lower Back Stretcher, resting on top of the temporary block clamped into position and against the Middle Back Stretcher. Center Back Slat between the marks placed 6" apart on each stretcher and install 2 – 3" screws through the Back Slat into each stretcher.
- c) Install **Back Slats (9B, 9C, 9D)** on one side in a similar way towards the outside of the arch. Space Back Slats evenly across the bottom. Spacing between Back Slats across the bottom should be approximately $\frac{3}{4}$ ".
- d) Against the Middle Back Stretcher, space the Back Slats so that they maintain similar spacing and will also accommodate the Upper Back Stretcher, without being too wide, or narrow.
- e) Install additional **Back Slats (9B, 9C, 9D)** on the opposite side in the same fashion.
- f) Tack each Back Slat with one screw at bottom at one in the middle until all Back Slats are in position.
- g) On the back side of the Back Slats, measure up 24" from the Middle Back Stretcher and make a mark on the center of Back Slat (9A).
- h) Mark the center of the arch on **Upper Back Stretcher (10)** and place it against Back Slat (9A) at the 24" mark. Clamp it in place and ensure it is level and centered on all Back Slats. If any adjustments are needed, make them at this time, then install with 2 – 3" screws from the front of each Back Slat into the Upper Back Stretcher.
- i) If any adjustments are needed to the Rear Supports, make them at this time, then install an additional 2 - 2 $\frac{1}{2}$ " screws into Main Supports.



Step 5a

- a) Position **Rear Seat Slat (6B)** onto Main Supports and against Seat Slats, leaving a gap of $\frac{1}{2}$ " – $\frac{3}{4}$ ". Install using 2 – 3" screws at each end.
- b) Locate and mark the center of forward and Rear Seat Slats.
- c) Install **Main Support – Center (3B)** with 2 – 3" screws through each Seat Slat on those center marks starting with the first Seat Slat installed and keeping bottom of Seat Slat flush with bottom of Main Support – Center. Then fasten to the Rear Seat Slat using the same methods.
- d) Install **Main Support Stretcher (4)** using 4 – 3" screws through the Stretcher into the Main Support – Center. Square Stretcher up on the sides and fasten to Main Supports using these same methods, installing screws from the outside, into the Stretcher.



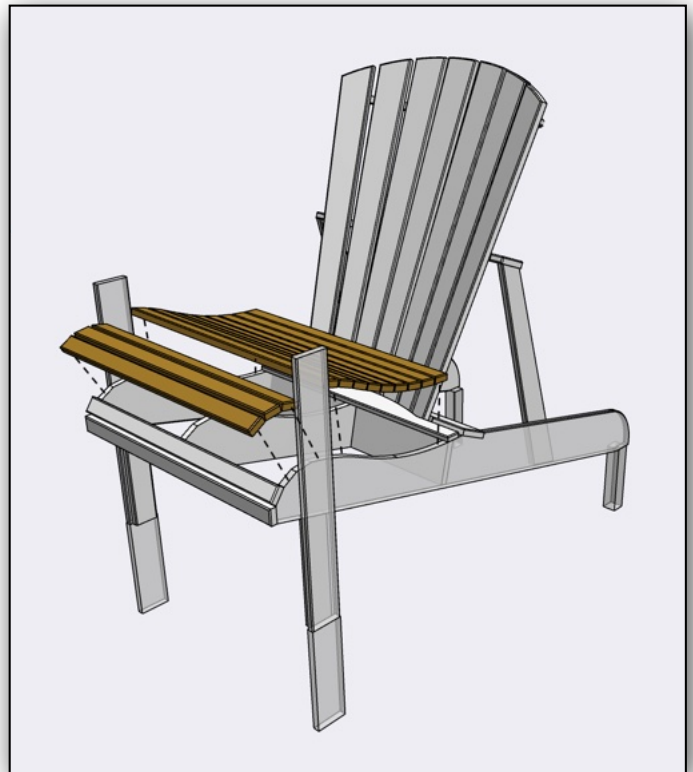
Step 5b

- a) Install three additional **Seat Slats**, starting from the front, into the flat faces of the Main Supports.
- b) Install remaining nine **Seat Slats**, maintaining equal spacing between all slats, with 2 – 3” screws into each Main Support at all locations.

Step 6

- a) On one Front Leg, Make a mark at 56” above the ground. From that mark, level across to the other Front Leg and make another mark. From each of these marks, level back to the Rear Supports and make a mark on each of them. If there are no discrepancies with these marks, cross-cut the Front Legs at this mark.
- b) Install a **Front Armrest Support (11)** to the outside of each Front Leg, flush with the top of the leg and centered on the leg. Secure with 2 – 4” screws from the inside of the Front Legs.
- c) At the marks on the Rear Supports, install each **Rear Armrest Support (12)** vertically and below the pencil mark using 2 – 3” screws from the inside of the Rear Supports.
- d) Place an **Armrest (13)** into position on one side, resting on top of Front Leg & Front Armrest Support and Rear Armrest Support. Align the rear of the Armrest flush with the rear of Rear Support & Middle Back Stretcher.
- e) Keeping the inside edge of Armrest 1½” from Front Leg, secure Armrest to Front Leg with 2 – 4” screws and an additional 4” screw into Front Armrest Support.
- f) Install 2 – 3” screws through Armrest into Rear Armrest Support and 1 – 4” screw through Rear Support into Armrest from the inside.
- g) Repeat these steps for additional Armrest, while ensuring that the Armrest is forward of the Front Leg the same distance as the first Armrest.

NOTE: If additional support is needed for the Armrests, a 2x4 could be placed underneath, along the length of the Armrest, from the outside of the Rear Support to the inside of the Front Legs, with a 45° bevel in the front, tapering away from the Front Leg.



Shown with stairs and 2x4 support under armrests



ISLAND CROWN



REQUESTED ACTION STATEMENT

TO: Mayor
Common Council
Parks, Buildings & Grounds Commission

FROM: Kristen Hogan, Principal Planner

DATE: November 19, 2024

ISSUE: Discussion and possible action to recommend to Common Council approval of the donation agreement with the New Berlin Pumas for an electronic scoreboard at Buena Park.

REQUESTED: Recommend to Common Council approval of the donation agreement with the New Berlin Pumas for an electronic scoreboard at Buena Park.

FISCAL IMPACT: The City will be responsible for the maintenance of the scoreboard after installation. Users will be responsible for providing power to the scoreboard.

RATIONALE: This donation will serve the City by providing a new scoreboard for users of the ball diamond.

DONATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and the NEW BERLIN PUMAS SELECT BASEBALL CORPORATION, a Wisconsin non-stock corporation, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office located at 15395 West Kingsway Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “Pumas”).

WHEREAS, the Pumas is desirous of donating an 8’ x 4’ baseball scoreboard with 15” LED digits as described in the quotation from Varsity Scoreboard, which is attached hereto and marked as Exhibit A. The scoreboard will be erected at Buena Park in the City of New Berlin, Waukesha County, Wisconsin, the specific location is identified in the attached map (Exhibit B), which will replace the existing scoreboard at this location; and

WHEREAS, the scoreboard will be a low light scoreboard with no sound, which is only to be utilized during games as authorized by the City of New Berlin Recreation Department; and

WHEREAS, the power source for the scoreboard is to be provided by the Pumas through the use of a portable electric generator to be installed and maintained by the Pumas; and

WHEREAS, the Pumas are desirous of donating said scoreboard to the City; and

WHEREAS, the Pumas are desirous of donating the cost of the scoreboard and its installation, and shall be fully responsible for said purchase and installation as provided for in the quotation (Exhibit A); and

WHEREAS, the scoreboard will be located as identified on Exhibit B at the existing sign location at said baseball field in Buena Park; and

WHEREAS, the Pumas agree to pay for the cost of the removal of the existing scoreboard and the placement of the new scoreboard at that location; and

WHEREAS, the City is desirous of accepting the donation of the scoreboard from the Pumas.

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 Pumas and its contractors, subcontractors, agents, employees and/or assigns to enter into Buena Park and to provide the services set forth in the attached Exhibit A.

2. The Pumas agree to provide the City with evidence acceptable to the City that their contractors, and anyone providing services related to the installation of the scoreboard, maintain adequate public liability insurance, workers compensation insurance and automobile insurance with limits acceptable to the City. The public liability insurance shall list the City of New Berlin as an Additional Insured on a primary and non-contributory basis for public liability purposes.

3. The Pumas agree to indemnify and hold harmless the City, its employees, elected representatives, agents and assigns (the Indemnified Parties)as and against any and all claims, actions, demands, causes of action, including actual attorney fees incurred by the City or brought against it, arising from the Pumas performance of this Agreement and the installation of the scoreboard at Buena Park. This indemnity shall not cover liability arising from the sole negligence of the Indemnified Parties.

4. The parties agree the services provided hereunder shall be solely at the expense of the Pumas and not the City.

5. At the conclusion of the construction, the Pumas agree to provide the City with a full unconditional Lien Waiver evidencing the payment of all costs and expenses for materials and labor related to the purchase and installation of the scoreboard.

6. The Pumas agree their contractors shall follow the manufacturer's use and instruction for all products utilized in the performance of the services for the purchase and installation of the scoreboard. The Pumas, as well as any contractors/subcontractors which they may retain shall appropriately guard the worksite to prevent injury to any persons that may be in vicinity of those portions of Buena Park where the services are being performed. The Pumas agree to coordinate the City of New Berlin Recreation Department and Public Works Staff as to the dates and times of the installation of the scoreboard.

7. The Pumas agree that in performing the services under this Agreement, their 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.

8. The Pumas agree that upon the installation of the scoreboard, said scoreboard shall become the property of the City of New Berlin.

9. The Pumas agree that in operating the scoreboard, it will ensure the generator being used is appropriately grounded and the cords providing electric service to the scoreboard will be of sufficient gauge for the current being provided to the sign and said cord/generator will be guarded and protected from passersby who may be in the vicinity of the cord/generator during the operation of the scoreboard.

10. The Pumas agree to hold harmless the City as and against any and all claims, demands, actions, causes of actions, costs, expenses, including actual attorney fees, arising from the use of the generator in providing power for the scoreboard. The Pumas further agree to maintain public liability coverage to ensure their activities in operating the generator and the

scoreboard. Said coverage shall provide for limits acceptable to the City and will list the City as an additional insured on a primary and noncontributory basis. Said coverage shall be maintained for so long as the Pumas operate the generator and scoreboard at Buena Park.

11. This Agreement shall be governed and construed in accordance with laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by both parties.

12. This Agreement shall become effective on the date of the last party executes the same. Each party warrants and represents to the other it has received the authority of its governing body to permit the individual signing the Agreement to do so on its behalf.

Dated: _____

Dated: _____

CITY:
City of New Berlin

PUMAS:
New Berlin Pumas
Select Baseball Corporation

By: _____
David Ament, Mayor

By: _____

By: _____
Rubina Medina, Clerk

By: _____

Toll-Free: **1-800-323-7745**
varsityscoreboards.com

BILL TO:

Jerrold Dulmesjerrod.dulmes@optimumcrush.com14142483330
Optimum Crush, Inc.16211 W. Lincoln Ave New Berlin, WI 53151

SHIP TO:

DETAILS

Quote Number: 11599036757**Prepared By:** Charlene Knight**PO Number:** Created
On: October 22, 2024

PART #	DESCRIPTION	QTY.
3314-22	8' x 4' BASEBALL SCOREBOARD • 15" LED digits with Protective Shields • Home/Guest score up to 99, Innings up to 9 • 2" Round - Ball, Strike, Out Indicators • Galvanized steel cabinet with powder coat finish • Wireless remote control with internal rechargeable battery • 5 - Year Limited Warranty	1
SP8X21-OD	8' Outdoor School/Sponsor Panel	2

NOTES

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.

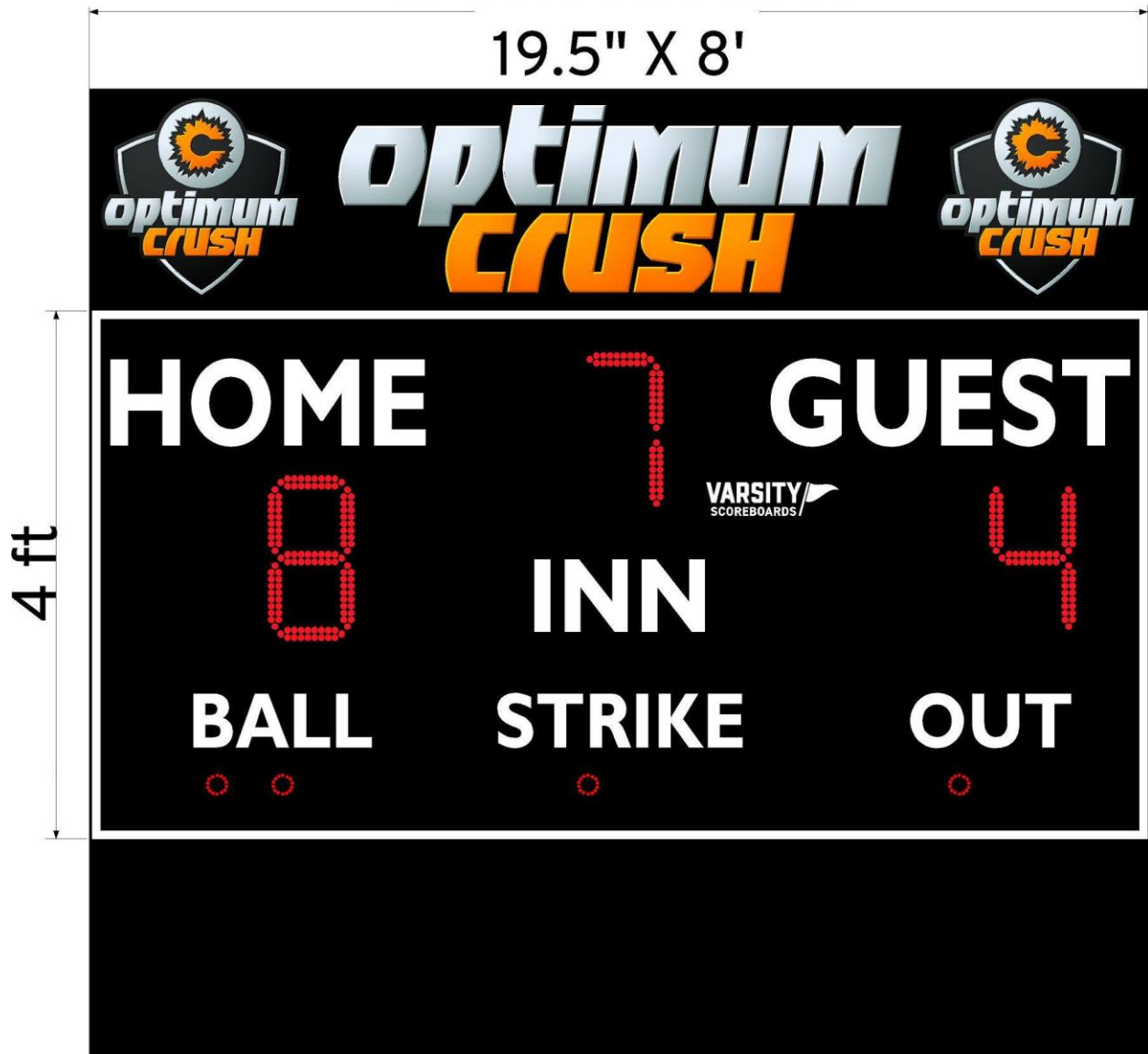
Subtotal: \$4,305.00 Shipping and Handling: \$463.00 Tax 5%: \$238.40 Quote Total: \$5,006.40

Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.

MODEL - 3314

SPONSOR AREA

19.5" X 8'



Logo creation fee may apply. If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

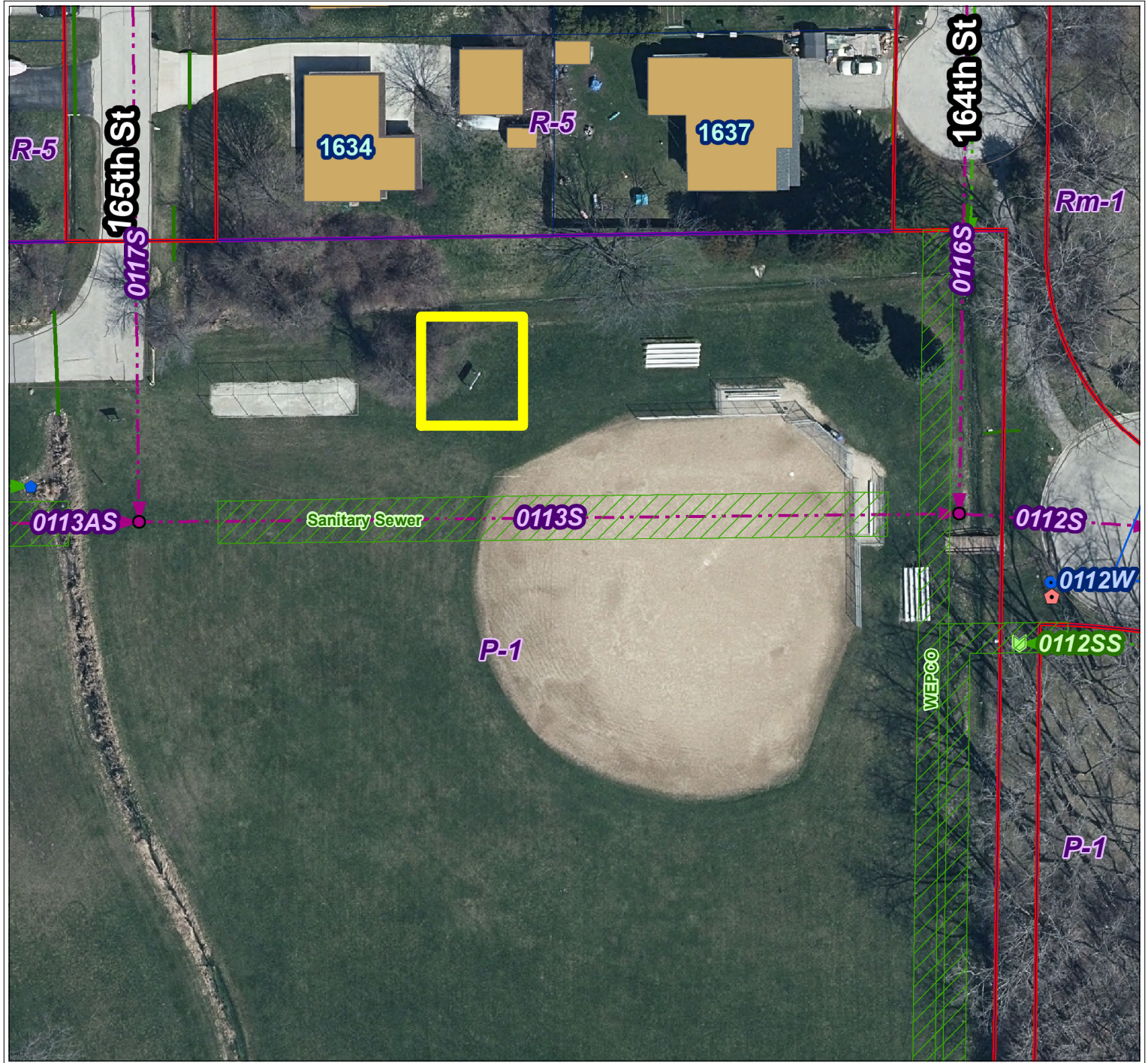
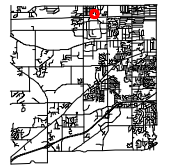
CHARLENE KNIGHT, Sales Associate

charlene.knight@varsityscoreboards.com

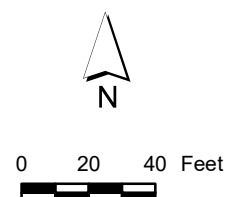
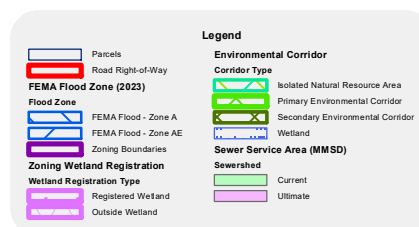
TEL: 800.323.7745x160



UA-2402570
Buena Park Scoreboard Donation
16301 Coachlight Drive



City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org



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