

CITY OF ALGOMA
COUNTY OF KEWAUNEE
STATE OF WISCONSIN

COMMON COUNCIL
RESOLUTION No. 1039 – 2020

A RESOLUTION AUTHORIZING A CONTRACT WITH ALL WAYS LAND SURVEYING
FOR LAND SURVEYING IN THE EVERGREEN CEMETERY

WHEREAS, the City of Algoma owns and operates the Evergreen Cemetery; and

WHEREAS, the Evergreen Cemetery is broken up into blocks, lots, and grave spaces; and


WHEREAS, the number of available spaces for purchase is limited and there is a need to expand the cemetery to the west to create additional spaces; and

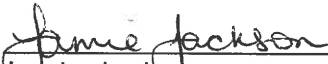
WHEREAS, Nathan Anderegg, All Ways Land Surveying, met with City Staff and a representative from the burial company prior to providing an estimate of \$10,500 to verify existing lot corners, survey existing gravesites, prepare a cemetery plat per Wis. State Statutes and Kewaunee County Register of Deeds requirements, and layout and set new grave site layouts of at least 150 new grave sites;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Algoma, duly assembled this 5th day of October, 2020, hereby authorizes the City Administrator to sign an agreement with All Ways Land Surveying for surveying services at the Evergreen Cemetery.

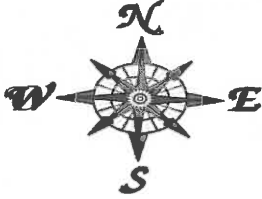
ADOPTED BY THE COMMON COUNCIL AT A REGULAR MEETING THEREOF ON THE 5TH DAY OF OCTOBER, 2020, BY A VOTE OF 8 FOR AND 0 OPPOSED.

Approved:


Wayne R. Schmidt,
Mayor of the City of Algoma

Attest: 
Jamie Jackson,
Clerk of the City of Algoma

All Ways Land Surveying



3259 Peterson Rd.
Green Bay, WI 54311
920-255-4726 cell

City of Algoma
Parks and Recreation Dept.
Evergreen Cemetery
Sara Robertson

Attached is a copy of the agreement for the survey work for the cemetery expansion that we discussed last week. Please sign and return the attached contract, email is best. Once we have the signed agreement I will get started and hope to have all work completed by November.

If you have any questions, please give me a call. Again, thank you for the opportunity to provide my services to you.

Sincerely,

Nathan A. D. Anderegg

Nathan Anderegg P.L.S.

AGREEMENT

Nathan A.D. Anderegg Register Land Surveyor, 3259 Peterson Rd. Green Bay, Wisconsin, hereinafter referred to as SURVEYOR and City of Algoma hereinafter referred to as CLIENT, on this **22nd** day of **September 2020** agree to the following:

PROFESSIONAL SERVICES:

1. SURVEYOR shall perform the following professional services:

- e) Verify Existing Lot Corners and reset new 3' long x 3/4" iron bars at any missing corners. A Plat of Survey Map will be created for this work. This part of the work will also evaluate any possible encroachments along the south property line. If any are found Surveyor will advise Client of possible solutions. Fee for this work will be \$1500.00
- f) Survey existing layout of existing gravesites so that the limits and layout of existing sites and roads can be mapped and used for aid in determining the layout of the expansion of new gravesites and road layouts. Surveyor will provide up to 2 layouts of expansion layout for approval of the Client. Fee for this work will be \$1500.00
- g) Prepare a Cemetery Plat per Wis. State Statutes, and Kewaunee County Register of Deeds requirements of the area of expansion of gravesites and new road layout. This new plat will be recorded with the Kewaunee County Register of Deeds by the Surveyor, and copies will be given to the Client for their use in selling new gravesites. Survey will also provide Client with sale form of the new sites to aid in their record keeping of the sales. Fee for this work will be \$3500.00
- h) Layout and Set new grave site layouts of at least 150 new grave sites. New 2' long x 3/4" iron bars with caps showing block designators will be set to aid in future grave site openings. Note that all new lots shown on the expansion Plat may not be set at this time, only the amount requested by the Client. Any staking not requested at this time will take place at a future date and would require an additional fee and contract at that time. Fee for this work will be \$4000.00 and includes the material cost for the iron bars and caps.

SURVEYOR, Nathan A. D. Anderegg, represents that he is duly licensed and registered (PLS #2732) with the Wisconsin Board of Registration for Professional Engineers and Land Surveyors, and that all survey work shall be performed in accordance with State of Wisconsin Minimum Standards, City and Kewaunee County Guidelines.

WORK SITE:

2. The services to be rendered under this agreement shall be performed upon the property described as follows:

E6067 State Road 54
Parcel # 31 201 33.011

PAYMENT DATE FOR PROFESSIONAL SERVICES:

3. Unless stated elsewhere in this agreement, all consideration shall be paid by CLIENT to SURVEYOR upon completion of all services to be rendered under this agreement.

ESTIMATED CONSIDERATION FOR PROFESSIONAL SERVICES:

4. As consideration for the services to be rendered by SURVEYOR under this agreement, the estimated cost to CLIENT will be a **NOT TO EXCEED FEE of \$10,500**, subject to any adjustments in Paragraphs 5 and 6. This fee will be billed as progress of the above listed steps take place. All additional work not covered under this agreement is charged on an hourly rate.

ADDITIONAL CONSIDERATION:

5. If additional, unforeseen, but necessary services are required of SURVEYOR in order to complete this agreement, and the cost of such additional services exceeds the not to exceed estimated consideration in Paragraph 4, SURVEYOR will obtain oral or written authorization from CLIENT before performing and charging for said additional services.

6. If additional, unforeseen, but necessary services are required of SURVEYOR in order to complete this agreement, and the cost of such additional services exceeds the not to exceed estimated consideration in Paragraph 4, and CLIENT declines to pay for such services, CLIENT will pay for services performed up to that date, SURVEYOR will forward CLIENT all work product pertaining to CLIENT'S account, and thereupon, this agreement will be terminated.

AGREEMENT PERIOD:

7. The services to be performed under this agreement shall commence on return of the agreement, and, subject to authorized adjustments, substantial completion shall be achieved not later than 90 days from that date.

I have read and fully understand this agreement, and I am aware that I am bound by its provisions.


(Client's Signature)

10/6/2020
(Date)

Nathan A. D. Anderegg

9/22/2020

Nathan A. D. Anderegg,
P.L.S. #2732

(Date)