

(37) MAILED 10/10/1964

RECITALS

WHEREAS, the Town desires to obtain the services described herein; and

WHEREAS, the Contractor represents to the Town that it has the expertise, knowledge and experience necessary to properly perform this contract according to its terms and that it is ready, willing and able to do so,

NOW, THEREFORE, in exchange for the valuable consideration set forth herein, the Town and the Contractor hereby agree as follows:

- 1. Description of Services.** The Contractor will, in accordance with the terms and provisions set forth herein, provide the Town with the following services:

Survey and map of Lot 1 of Ashland County Certified Survey Map No. 684 and the other lands located in the SE ¼ of the SE ¼ of Section 20 and the NE ¼ of the NE ¼ of Section 29, all in T. 50 N., R. 3 W., in the Town of La Pointe, Ashland County, Wisconsin.

Such services will be provided at:

Gilbert Field, 777 Big Bay Road, Town of La Pointe

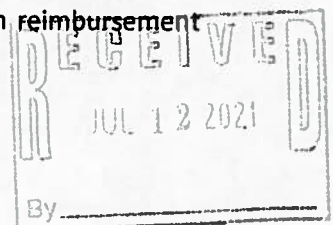
- 2. Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of \$600 as retainer, plus additional fees as invoiced. The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$2,500. Final documents and maps will be delivered upon payment in full. The Contractor is responsible for payment of ferry fees, disposal fees, or other fees as described in this contract.

- 3. Dates of Service.** The services provided for herein shall be provided between July 12, 2021 and Aug. 31, 2021.

- 4. Reimbursement for Expenses.** The Contractor shall bear most of the costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract:

Not Applicable

The Contract shall, prior to reimbursement, provide the Town with a receipt for each reimbursement sought, which receipt supports the requested reimbursement.



5. **Specifications.** The specifications for the services to be provided by the Contractor to the Town are set forth in the annexed Exhibit A (Scope of Services) which is incorporated herein by reference as a part of this Contract.

6. **Workmanlike Manner.** The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract.

7. **Warranty.** The Contractor warrants that:

- a) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- b) Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- c) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.

8. **Compliance with Regulations.** The Contractor will provide the Town with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract prior to starting any work to be performed under this contract. Compliance with this provision is a condition precedent to the performance of this contract.

9. **Assumption of Liability.** Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, injuries, deaths, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents and representatives and any subcontractors and shall protect, defend and hold the other party to this agreement harmless from the same.

Neither party to this contract shall be liable or responsible for the negligence, acts or omissions of the other party or the other party's directors, officers, members, employees, agents or representatives.

10. **Hold Harmless.** The Contractor covenants that it will protect, defend, indemnify and hold the Town harmless from and against any and all claims, actions and causes of action filed or asserted by any person, entity, governmental unit or department against the Town or its supervisors, officers, employees, agents or representatives, for any damages, injury, death, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence, accident or incident caused by any negligence, act or omission of the Contractor or its officers, members, employees, agents or representatives in connection with this contract and its performance.

11. Relationship Between Town and Contractor. With respect to this contract, the Contractor shall be an independent contractor in regard to the Town and not an employee of the Town. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:

- a) Maintain its business separate and apart from the Town.
- b) Hold a Federal Employer Identification Number for its business or else file a self-employment income tax return with the IRS reflecting its status.
- c) Control the means of performing this contract.
- d) Incur the main expenses related to the services provided under this contract.
- e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
- f) Receive the compensation provided for herein on the basis provided for herein.
- g) Realize a profit or suffer a loss under this contract, depending on how the Contractor performs.
- h) Have continuing reoccurring business liabilities and obligations.
- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.

12. Proof of Insurance. Within five (5) business days after signing this contract, the Contractor shall file with the Town Clerk written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:

- a) Worker's compensation insurance, if applicable.
- b) Liability insurance with limits of at least \$1,000,000 per occurrence.
- c)

13. Default; Termination. In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

14. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.

15. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.

16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

17. Binding Contract. Each of the undersigned states they have read this contract in its entirety, that they understand each of its terms and provisions and that they sign the same freely and voluntarily, intending to be legally bound hereby.

18. Notice. Any notice to either party under this contract shall be in writing and be served either personally or by registered or certified mail addressed as follows:

To the Town:

Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850
administrator@townoflapointewi.gov

To the Contractor:

Nelson Surveying
101 W. Main St. #207
Ashland, WI 54806
715-682-2092
pnelson@nelsonsurveying.com

IN WITNESS WHEREOF, the undersigned have executed this agreement:

The Town of La Pointe (the Town)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Full Legal Name of Contractor (the Contractor)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Micaela Montagne

(5) TB, Micaela, Barb, Micaela,
Fire, Public

From: Rick Reichkitzer
Sent: Monday, July 12, 2021 11:02 AM
To: Michael Kuchta; Micaela Montagne
Subject: Fire chiefs report June 2021

6/3 1673 Hagen road, responded to report of smoke in residence by private alarm company. Responded to apparatus stand by at airport. Our equipment was there as the final blacktopping was being finished at esb. 11 fire personnel responded. On scene stand down orders issued.

6/20 146 old fort road, private caller reported unattended fire that's been burning for hours. We responded 12 personnel at 22:28, the crew proceeded to put out rather large unattended fire. Chief investigated the following morning and located person in charge of fire. A ticket was issued by Washburn DNR as there were more than 1 violations.

This is why I insist on abiding by the rules that go along with a state issued burning permit.

6/25 lift assist at 3437 big bay road. Fire department toned out to assist ems on a bicycle accident with injuries.

6/27 canoe in distress at big bay town park. Two canoes with 2 fire fighters in each went out in the lagoon at the town park to assist a lone paddler back to the safety of dry ground.

As always let be safe as our population explodes during the summer.
Chief Reichkitzer

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

