



# CITY OF MANITOWOC

WISCONSIN, USA

[www.manitowoc.org](http://www.manitowoc.org)

January 12, 2022

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: Timber Sale Contract with Lakeshore Forest Products, Inc.

Dear Mayor and Common Council:

At the January 5, 2022, Board of Public Works meeting, the Board met to approve entering into an agreement with Lakeshore Forest Products, Inc., for timber harvested from an aear of approximately 40 acres located in NENW, NWNW, SENW Section 26, T19N, R23E, for a contract price of \$4,752.00.

“Moved by Alderperson Todd Reckelberg, seconded by Alderperson Brett Vanderkin, and unanimously carried to enter into the agreement. Ayes, 7. Nays, none.”

Very Truly Yours,

MACKENZIE REED-KADOW  
Secretary Board of Public Works

**Rolefson Forestry Services, LLC**  
1457 Langlade Avenue Green Bay WI 54304  
(920) 497-1563 jwrolefson@att.net

**TIMBER SALE CONTRACT**

This Contract is made by and between the City of Manitowoc, 900 Quay Street, Manitowoc, WI, 54220 (the Seller) and Lakeshore Forest Products, Inc., 107 Mill Rd, Francis Creek, WI, 54214, (920) 684-2165 (the Purchaser).

The Seller agrees to sell and the Purchaser agrees to buy for the total sum of \$4,752.00 for the timber harvested under the conditions set forth in this Contract, from an area of approximately 40 acres located in NENW, NWNW, SENW Section 26, T19N R23E, Town of Manitowoc Rapids, Manitowoc County, Wisconsin (the Premises). The Seller warrants that there are no encumbrances, liens, or judgments existing affecting title to timber, and that they have right to sell same.

In the event Seller desires to sell the Premises, or any part thereof, and the timber belonging to the Purchaser has not been removed, Seller must reserve the same in deed to new owner showing Purchaser as owning said Timber.

FOR AND IN CONSIDERATION of the following terms and conditions the Seller and Purchaser mutually agree:

**CONTRACT PERIOD AND TERMINATION**

1. The Purchaser shall cut all timber as outlined in PRODUCTS TO BE REMOVED below and complete all other performance described herein so performance is completed no later than March 15<sup>th</sup>, 2023 (the Ending Date). The period of this Contract commences upon its signing by all requested parties.

**PRODUCTS TO BE REMOVED**

2. The Purchaser is authorized and shall cut, remove, and pay for those ash trees, and only those ash trees, so designated for removal by John W. Rolefson (the Selling Agent) with blue paint (the Timber).

**PAYMENT**

3. The Purchaser agrees to pay the Seller under the following schedule:

	Amount	Date Due
1 <sup>st</sup> payment	\$1,116.00 \$1,260.00	Upon the signing of this Contract made payable to the Seller Upon the signing of this Contract made payable to Rolefson Forestry Services, LLC
2 <sup>nd</sup> payment	\$2,376.00	Before logging begins made payable to the Seller

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**DEFAULT OF PAYMENT**

4. If Purchaser does not complete all performance described herein by the Ending Date, all prior payments and deposits for said Timber shall be forfeited and Seller shall have the right to resell any standing Timber on the Premises.

**NO WARRANTY**

5. Seller or Selling Agent make no warranty of merchantability or volume or other warranty of any kind whether expressed or implied, except of title. Said Timber is sold "as is" and with all faults.

**DAMAGE PROVISIONS**

6. a. Logging operations shall be restricted to dry or frozen ground conditions.
- b. Damage to remaining trees and young growth shall be kept to a minimum.
- c. Purchaser is responsible for removing logging debris from any adjacent properties.
- d. No logging operations shall be conducted prior to 6:00 AM or after 8:00 PM.
- e. Purchaser is responsible for the cost of any repairs needed to repair the Town road if damaged as a result of logging operations.
- f. Before logging begins, the Purchaser shall deposit \$1,000.00 with the Selling Agent to be held as a performance deposit to assure proper performance and to be held until the completion of all conditions of this Contract to the satisfaction of the Seller.

**UTILIZATION**

7. a. Tree utilization shall be that portion which the Purchaser wants down to current pulpwood specs.
- b. That portion of the Timber not utilized by the Purchaser under current pulpwood specifications shall be the property of the Seller.

**ROAD CONSTRUCTION**

8. a. Existing roads and decking areas shall be left in as near to pre-harvest condition as practicable.
- b. Location of decking areas and logging roads is subject to advanced approval by the Seller.
- c. Seller guarantees Purchaser right-of-way to Timber on the Premises.

**LIABILITY**

9. Purchaser agrees to furnish the Seller with a certificate of insurance of current coverage under the Worker's Compensation Law and public liability insurance of at least \$1,000,000.

10. Purchaser agrees to protect, indemnify and save harmless the Seller and Selling Agent from and against all causes of action, claims, demands, suits, liability or expenses by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of logging operations or in connection with any action or omission of the Purchaser, who shall defend the Seller in any cause of action or claim.

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**GENERAL**

11. The Purchaser is an independent contractor for all purposes including Worker's Compensation and public liability and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of methods, hours worked, time and manner of any timber cutting to be performed hereunder.

12. This Contract, together with specifications as well as reference to parts and attachments, shall constitute the entire agreement, and any previous communications or agreements pertaining to this Contract are hereby superseded.

13. This Contract or work under it may not be assigned or subcontracted in part or in whole without prior written approval from the Seller.

14. The undersigned have read, understood and agree to all of the above terms. This Contract shall bind the parties mutually and their respective heirs, executors, administrators, successors and assigns. Any amendments shall be in writing and signed and dated by all parties represented below.

SELLER(S) *John Patrick Mackenzie Rutzel* DATE *1/7/22*

PURCHASER REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

SELLING AGENT *Justin Nickels, Mayor* DATE *1/7/22*  
*Mackenzie Reid-Kadow, City Clerk*

Amendments: