

**\*\*\*ATTACHMENTS\*\*\***

III

4.5

Res. No. 80 - 21 - 22. By Alderpersons Dekker and Perrella.  
October 18, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the Timber Sale Agreement with Lakeshore Forest Products Inc.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Timber Sale Agreement with Lakeshore Forest Products Inc.

pw

Alex Dekker  
Janis Perrella

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## TIMBER SALE CONTRACT

This contract is entered into between **The City of Sheboygan (Seller)** and **Lakeshore Forest Products Inc. (Purchaser)**.

The Seller's hereby authorize the Purchaser to enter upon the following described lands (the Premises); for purposes of cutting and removing timber marked or otherwise designated for cutting by the Seller's.

**Part of the NWSE and SWSE, Section 10, T14N, R23E, Town of Wilson, Sheboygan County, WI**

Those Premises are further described on the **Sale Map** attached to and made a part of this Contract.

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

### **CONTRACT PERFORMANCE, PERIOD, EXTENSIONS AND TERMINATION**

#### **1. PERFORMANCE**

a. **Commencement.** Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by all parties and only after submission of all bonds, certificates or statements required under it.

b. **Contract Oversight.** Cutting and removal of timber purchased under this contract shall be conducted in conformance with this Contract in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the contract period stated in par. 2.

**Purchaser shall notify Seller's 48 hours before logging begins and shall keep Seller's informed of status of operations at all times.**

c. **Seller's hereby designate Kimberly K. Destree, Consulting Forester as their agent to receive and give notices under this contract.**

The parties agree that Seller's agent shall have the right to inspect logging operations at her discretion and make determinations as to whether or not contract performance is in accord with specifications.

Either party may dispute such determination but shall not be permitted to take action in opposition to such determination without first notifying the other party in writing and making a reasonable effort to meet the other party on the Premises.

#### **2. CONTRACT PERIOD.**

a. All work under this contract shall be completed between the signing of the contract by all parties and **April 1, 2022**, for **TIME IS OF THE ESSENCE**. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this contract.

b. The Seller's may temporarily suspend operations under this Contract due to contract non-compliance.

#### **3. CONTRACT EXTENSIONS.**

If it is determined by the Seller's agent that the sale has not been accessible due to uncontrollable weather conditions, a penalty free one year extension will be granted. If additional extensions of this Contract are deemed reasonable by Seller, Purchaser shall pay all reasonable administrative costs of such extensions

plus a **surcharge of 5% of the contract price** for all material not cut and removed. Any extensions thereafter will be subject to a 10% surcharge, accumulating each year thereafter an additional 10%.

#### **4. TERMINATION.**

The Seller's may terminate this Contract by oral or written notice to the Purchaser upon its breach. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller's.

#### **DOWN PAYMENT, BOND, REMEDIES AND DAMAGES.**

#### **5. DOWN PAYMENT.**

The Purchaser has given the Seller's a down payment in the form of cash, a certified check or other form acceptable to the Seller's in the amount of **\$1,000.00 (One Thousand and No/100 Dollars)** to commit to completion of the timber sale in a timely manner as specified in the contract.

#### **6. BOND.**

Before any logging may begin, Purchaser shall deposit cash, a surety bond, certified check, or other form acceptable to Seller's agent in the amount of **\$1,500.00** as a performance bond to insure proper performance. The performance bond shall be held by Seller's agent, Kimberly K. Destree, in trust for the parties until the Purchaser has completed or complied with all contract conditions. Upon breach of any condition of this Contract, the performance bond shall be applied to actual damages incurred by the Seller's. The performance bond (or any balance after damages have been deducted) shall be returned to the Purchaser within sixty days of the completion of harvest consistent with the Contract, if the Purchaser notifies the bond holder in writing that the harvest is finished.

#### **7. REMEDIES.**

If timber or other forest products not specifically described in this Contract or designated by the Seller's for cutting are cut, unreasonably damaged or removed by the Purchaser, the Seller's may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, unreasonable damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property, in addition to any Contract remedies for breach.

#### **8. DAMAGES.**

The damages to be paid to the Seller's upon the Purchaser's failure to perform this Contract include, but are not limited to:

- a. The difference between the Purchaser's bid value of timber not cut and removed under this Contract and the value returned to the Purchaser. The Seller's agree to mitigate the damages for breach by offering the timber for resale within 12 months if the Seller's agent determines the timber is salable based upon its volume or quality.
- b. Triple average stumpage rate established in NR 46.30, Wisconsin Administrative Rules, for timber cut, removed or unreasonably damaged without authorization under or in violation of this Contract. The Seller's decision to assess triple damages as provided here and to allow the Purchaser to continue performance under this contract shall not be construed as a waiver of other contract performance requirements.

- c. All costs of sale area cleanup or completion of performance not completed by the Purchaser.
- d. All costs of resale of timber not cut and removed as required under this Contract.
- e. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, the Seller's are not obligated to give oral or written notice to the Purchaser of the resale.

## **PRODUCTS TO BE REMOVED**

### **9. PAYMENT IN ADVANCE**

No forest products may be removed from the Premises until the Purchaser pays for the products or guarantees payment for the products to the satisfaction of the Seller's.

### **10. TITLE:**

Title to stumpage and any forest products cut under this Contract shall remain with the Seller's until payment is received. Title to stumpage and cut products that are not cut and removed before the end of the contract period, even though paid for, shall revert to the Seller's, and the Seller's shall be under no obligation to return payments to the Purchaser.

### **11. DESIGNATION OF TIMBER**

During the period of this contract, the Purchaser is authorized and shall cut, remove and pay for the timber or forest products marked or designated as follows:

**Except for trees the parties might mutually agree to leave for good and sufficient reason, all trees marked with orange paint at the stump and at breast height shall be cut. This includes all stems under 5" in diameter which have a paint mark at breast height. Removal of material from non-merchantable trees is optional.**

**Purchaser shall leave paint on the stump so Seller may verify that only marked trees have been cut.**

**In addition, there is within the Sale Area 1 clearcut unit. The clearcut unit has been delineated by red paint marks at breast height on trees facing the area to be clearcut. Trees marked with red are NOT to be cut. To make the clearcut easier to find, red ribbon has also been used to mark the boundaries, but the red paint shall take priority over the ribbon if a discrepancy occurs.**

**Within clearcut units there are "Reserve Trees" marked with red paint on the stump and at breast height. Reserve trees may NOT be cut. Except for Reserve Trees, all trees over one inch in diameter within such clearcut units shall be cut. Within such clearcut units, purchaser may uproot or run down small trees with a skidder except that all oak trees must be severed from the stump prior to uprooting other trees in the area.**

**SALE TYPE, SCALING, HAULING AND PAYMENTS**

**12. SALE TYPE: MILL SCALE**

**PAYMENTS**

**a. Price per Unit:**

Payment to Seller's shall be based on the following and as further described herein:

<b>Species</b>	<b>Product</b>	<b>Estimated Volume</b>	<b>Price Per Unit</b>	<b>Unit</b>
Ash	Sawlogs	31.7	\$100.00	MBF
Sugar Maple	Sawlogs	6.9	\$425.00	MBF
Beech	Sawlogs	2.5	\$80.00	MBF
Basswood	Sawlogs	1.9	\$100.00	MBF
Red Oak	Sawlogs	0.2	\$425.00	MBF
Misc. Hardwood	Sawlogs	1.4	\$100.00	MBF
Aspen	Mixed	22	\$12.00	Cord
Misc. Hardwood	Mixed	230	\$12.00	Cord
Basswood	Mixed	7	\$1.00	Cord

**Note: Above volumes are estimates only and are not guaranteed. Actual volume to be determined by scale as provided in Paragraph 12b.**

**b. Scaling Methods:**

1. All logs with a top diameter of 11.0 inches or more on the small end shall be scaled as sawlogs. All logs with a diameter of less than 11.0 inches at the small end shall be scaled as pulpwood, provided that cull logs (less than 33% sound, or seriously degraded or stained so as to be unsuitable for sawlogs) shall be scaled as pulpwood. Any smaller diameter material sold as sawlog sized material shall be paid for at sawlog prices.
2. Pulpwood shall be scaled by mill scale at facilities utilizing such pulpwood material. The parties agree to accept such scale as final.
3. Sawlogs shall be scaled mill scale at facilities mutually agreed by the parties. Seller's agree that Kimberly K. Destree, Consulting Forester shall be its representative for purposes of such mutual agreement.
4. Pulpwood shall be scaled by the cord. A cord is defined as a stack of wood 100 inches long by 4 feet by 4 feet (nominal 128 cubic feet) or is defined using weight conversions as stated in NR 46.30 at the time that the sale was bid.
5. Sawtimber volumes shall be determined by the Scribner Decimal C system. Material scaled as bolts shall be paid for at pulpwood rates.

6. Sawtimber shall be converted to pulpwood using a softwood conversion of 2.44 cords/MBF and a hardwood conversion of 2.2 cords/MBF.

**c. Load Accountability:**

If Seller's agree that logs may be removed from the Premises prior to Scaling, Purchaser shall maintain a record of all loads removed from Seller's Premises prior to payment, on forms provided by Seller's Agent. Such form shall be available on the Premises in a mutually agreed upon location, protected from the elements, and shall be kept up to date and available for Seller's inspection at all times. All loads shall be recorded on the Load Accountability Form before leaving the Seller's Premises.

When logs are scaled off the Premises, Purchaser shall promptly furnish Seller's with copies of all scale tickets attached to applicable load accountability information.

**d. Payment Methods:**

1. Purchaser shall make an initial deposit of **\$1,000.00 (One Thousand and 00/100 Dollars)** when the contract is signed. An additional advanced payment of **\$2,000.00 (Two Thousand and 00/100 Dollars)** is due upon equipment entry. Upon completion of this sale, copies of mill slips must be provided to Seller's agent within 14 days and the final payment shall be made within 30 days.

2. Charges for timber shall be based on timber scaled as provided in 12b above using prices as stated in 12a above. Upon completion of the harvest, Purchaser shall notify Seller's of timber scaled and charges for such scaled timber and adjustments shall be made for payment of such timber to Seller's.

3. If material included in this sale is not removed by Purchaser, payment shall be made for such material at prices and volumes provided in Paragraph 12a.

**e. Refund of Down Payment:** Seller's shall not be obligated to return the down payment provided for in Paragraph 12d(1) or any portion of it if Purchaser fails to remove all timber or forest products authorized for removal.

**13. SURCHARGE:** None.

**UTILIZATION AND OPERATIONS**

**14. STUMP HEIGHT; TOPS.**

Tree stumps shall be cut as close to the ground as practical, otherwise maximum stump height shall not exceed stump diameter; and for stumps ten or more inches in diameter, stumps shall not exceed ten inches in height. For sales including cordwood products, trees shall be utilized to a 4" minimum top diameter.

**15. WASTE.**

The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller's or adjoining land used in conjunction with the harvest and use reasonable care not to damage trees not designated or marked for cutting. Young trees bent or held down by felled trees shall be promptly released.

## **16. ZONE COMPLETION.**

The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller's.

## **17. ROADS, LANDING, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).**

- a. When not otherwise designated by the Seller's, the location of roads, landings, mill sites and campsites on Seller's property are subject to advance approval and under the conditions established by the Seller's. All restoration, cleanup or repair of roads, bridges, fences, gates, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the reasonable satisfaction of the Seller's, is the responsibility of the Purchaser.
- b. Logging debris accumulated at landing areas shall be scattered within the sale area to the reasonable satisfaction of the Seller's.
- c. Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller's under sub d.
- d. Roads and landings shall be graded or closed to the satisfaction of Seller's agent upon completion or termination of the Contract.
- e. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.):  

None.
- f. The Purchaser agrees to comply with the Best Management Practices (BMP) guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural resources, publication FR-093.

## **18. OTHER APPROVALS.**

Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

## **19. SURVEY MONUMENTS.**

The Purchaser agrees to comply with s. 59.635, Wis. stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

## **20 FOREST FIRE PREVENTION.**

The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include but are not limited to:

- a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.

- b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors that have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained.
- c. If a fire occurs, the Purchaser agrees to promptly report the fire and cooperate in the control and suppression of the fire.
- d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stat., caused by their operation under this Contract.

## **21. SLASH REMOVAL.**

Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:

- a. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- b. Additional Slash Requirements: Tops shall be lopped and scattered to lie within 36" of the ground with some discretion, to be determined by Seller's agent, where large topped hardwoods are felled.

## **22. CLEANUP AND USE OF SALE AREA.**

- a. The Purchaser shall remove equipment, tools, solid waste and trash remaining on the sale area or Seller's property or adjoining land used in conjunction with the harvest upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.
- b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of Seller.

## **23. HAZARDOUS MATERIALS**

The Purchaser agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel and diesel fuel. Any on-site spillage must be properly reported, removed and cleaned up by the Purchaser in accordance with applicable statutes and rules of the State of Wisconsin.

## **24. ADDITIONAL UTILIZATION AND OPERATION REQUIREMENTS:**

- Except for minor unavoidable damage, residual trees shall not be damaged in logging operation.
- Purchaser shall notify Seller or Seller's agent 48 hours before logging begins and shall keep Seller informed of status of operations at all times.
  - Seller hereby designates Kimberly K. Destree, Consulting Forester as his agent to receive and give notices under this contract.

- Purchaser is fully responsible for any damage to neighboring property or public rights-of-way. If Purchaser gains permission to use property of others in his operations, Purchaser shall be fully responsible for any cleanup or damage.
- No equipment will be allowed to operate when ground conditions will not support the equipment. In lowland areas, logging must be immediately discontinued if rutting occurs. If Purchaser continues to log after rutting begins, Purchaser shall pay liquidated damages for any ruts. A rut is hereby defined as a depression of 10" or greater for a combined length of 100' or greater. The amount of such damages shall be determined by Consulting Forester, Kimberly K. Destree. Purchaser shall pay for the cost of such determination. Summer logging will be allowed if ground conditions will support equipment.
- Winter logging will be required. No equipment will be allowed to operate unless the ground shall be sufficiently frozen to support the equipment. Rutting will not be allowed.
- No equipment operation may occur within 15' of the stream bank. No main hauling roads may be located within 50' of the stream bank edge. Stream may not be crossed unless a stream crossing permit is filed with the DNR. All Best Management Practices for Water Quality must be followed.
- Logging during the gun hunt allowed.
- Purchaser shall restore roads, landings and other improvements to the satisfaction of Seller's agent upon completion.
- All slash shall be lopped and scattered to lie within 3 feet of the ground.
- A stream crossing structure will be required. If the ground is frozen a stream crossing permit is not required. If not frozen, a stream crossing is required with associated fees and preparation time. Seller will be responsible for the cost of a stream crossing permit.

#### **NOTICE OF INTENT TO CUT AND COMPLIANCE WITH LAWS**

25. The Purchaser shall file a declaration annually with the county clerk in any manner acceptable to the county of his or her intentions to cut forest products pursuant to section 26.03, Statutes, and comply with all other notice requirements, laws and ordinances with respect to work under this Contract.
26. The Purchaser shall acquire all necessary permits (such as road access, wetland or stream crossing permits, and others).

#### **TITLE BOUNDARY LINES AND ACCESS**

27. The Seller's guarantee title to the timber and to defend it against any and all claims and, when necessary, to have the boundaries marked with flagging or other suitable means before any timber is harvested.
28. The Seller's agree to provide access to the Sale Area, and if essential to completion of the contract, to cooperate with the Purchaser in gaining access across land owned by a third party.

## **LIABILITY AND INSURANCE**

29. The Purchaser agrees to protect, indemnify and save harmless the Seller's and the seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under this contract or in connection with any action or omission of the Purchaser, who shall defend the Seller in any cause of action or claim.
30. Unless the Purchaser is exempted by the Seller's from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller's based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats. The Purchaser must provide an original certificate of insurance naming the Seller's as a certificate holder so the insurance carrier can notify the Seller's should the insurance expire.
31. The Purchaser agrees to furnish the Seller's with a certificate of public liability insurance covering the period of logging operations on the Seller's property for:
  - A. \$1,000,000 single limit liability for personal injury or \$1,000,000 bodily injury per person and \$1,000,000 per occurrence; and
  - B. \$1,000,000 property damage.

## **GENERAL**

32. The Purchaser is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of the Seller's. The Seller's agree that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller's (or Seller's agent acting for Seller's) reserve the right only to inspect the job site for the sole purpose of insuring that the cutting is progressing in compliance with the cutting practices established under this Contract. The Seller's take no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or it's employees. The Seller's further agree to exercise no control over the selection and dismissal of the Purchaser's employees.
33. The Seller's agree to initially designate the timber to be sold and may make inspections for the purposes of ascertaining whether the timber has been cut and the Contract has been complied with. All work shall be performed in a workman-like manner. Work shall be performed in accordance with the requirements of the contract. The parties stipulate that in fulfillment of the terms of this timber sale Contract, the Seller's warrant that the Purchaser has clear and unencumbered title to the stumpage subject to this Contract.
34. This Contract or work under it may not be assigned or subcontracted in part or in whole without prior written approval from the Seller's and may be changed or amended only in writing. The Purchaser agrees to notify the surety, if any, of any such change or amendment.
35. This Contract, together with specifications in the request for bids 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. Any amendments to this Contract shall be in writing, signed and dated by both parties.
36. Neither party shall be liable for defaults or delays due to acts of god or the public enemy,

acts or demands of any government or governmental agency, strikes, fires, flood, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five days after the beginning thereof. If such uncontrollable circumstances continue for 30 days and prevent either party from complying with the terms of this agreement, either party shall have the option of terminating upon ten days notice to the other.

37. This contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state, and local laws, ordinances and regulations in effect during the contract period.

**The City of Sheboygan (Seller):**  
David Biebel – Director of Public Work

**Lakeshore Forest Products Inc. (Purchaser):**

Address: 2026 New Jersey Ave.  
Sheboygan, WI 53081

Address: 107 Mill Ave., P.O. Box 187  
Francis Creek, WI 54214

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

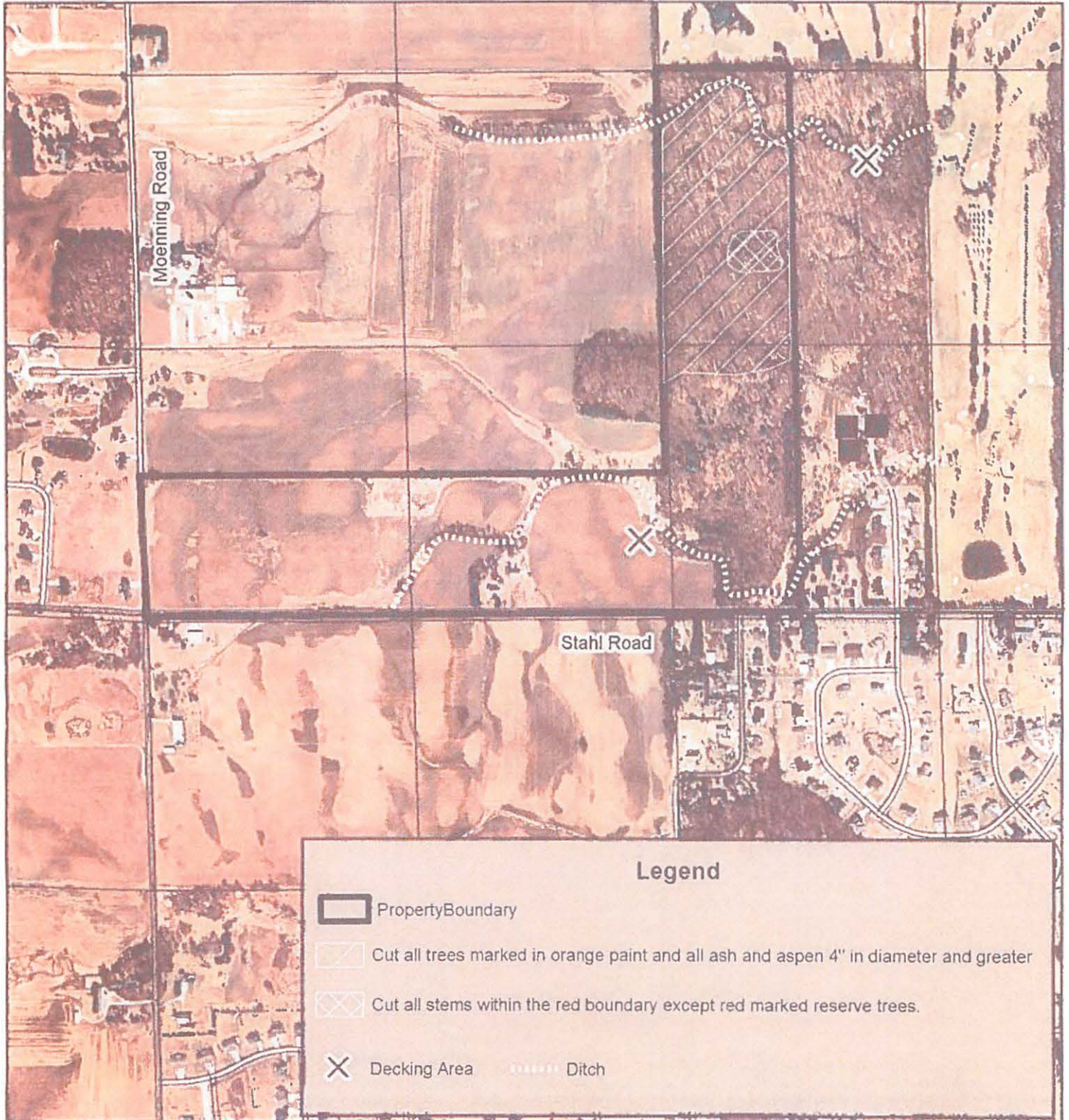
Date: \_\_\_\_\_

**We have read and understand the entire contract.**

County: Sheboygan	Landowner: The City of Sheboygan	MFL? NO - Not Certified
Township: Wilson	Address: Stahl Road, Sheboygan	
Section: 10	Township: 14N 23E	Sale Acreage: 20 Landowner Phone: Tim Bull: 920-979-1810

Disclaimer: The location of the illustrated property boundaries are approximations intended only for resource management. This does not represent a survey nor is it intended to replace such.

Scale: 1" = 1/4 mile



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to execute the Timber Sale Agreement with Lakeshore Forest Products Inc.

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**REPORT PREPARED BY:** Joseph Kerlin, Parks & Forestry Superintendent

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**REPORT DATE:** October 20, 2021

**MEETING DATE:** October 26, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 26553000-467101  
Budget Summary: N/A  
Budget: N/A  
Expenditure:  
Budgeted Revenue: \$9,672

Wisconsin: N/A  
Statutes:  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:** The City of Sheboygan owns 76 acres of land south of town on Stahl Road. The Department of Public Works refers to this property as the Poth Farm. The City Forester, Tim Bull, worked with Kimberly Destree, a consulting forester, to hire her as the City’s agent to mark timber in this area for sale and to facilitate a Timber Sale Contract. Kimberly had already been working with an adjacent land owner to the Poth Farm and had advertised request for proposals for logging the adjacent land. The only company that bid the project was Lakeshore Forest Products Inc. Since a request for proposal had just recently been done, the City then worked with Kimberly to write this Timber Sale Agreement with Lakeshore Forest Products Inc. for the logging of 20 acres of the Poth Farm Property.

**STAFF COMMENTS:** The estimated sales from logging this property is \$9,672. Approximately one third of the sales will be from ash trees. Along with providing income, proper logging of a wooded area is also a very good forestry management tool.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 80-21-22 authorizing the appropriate City officials to execute the Timber Sale agreement with Lakeshore Forest Products Inc.

**ATTACHMENTS:**

- I. Res. No. 80-21-22
- II. Timber Sale Contract