



# City of Clintonville

Common Council Meeting

At City Hall

50 Tenth St., Clintonville, WI 54929

6:00 PM – Tuesday, February 17, 2026

Please turn off/silence cell phones and any other electronics that could be distracting during our meeting.

## Special Common Council Agenda

1. Call to Order; Roll Call; Pledge of Allegiance
2. Approval of Agenda
3. Citizens Forum – This is a chance for citizens to make comments. No action or lengthy discussions can take place as a result of comments made at this time.
4. Public Works Committee – Chair Bonikowske
  - a. Discussion/Possible Action Regarding Bucholtz & Walter A. Olen Park Timber Contract
5. Convene into Closed Session
  - a. The Council may convene into closed session per §19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session/Cell Tower Lease Agreement for 175 County Rd., I, Clintonville with Nsighttel Wireless, LLC, dba Cellcom
6. Reconvene into Open Session
  - a. Discussion/Possible Action Regarding Cell Tower Lease Agreement for Cell Tower Lease Agreement for 175 County Rd., I, Clintonville with Nsighttel Wireless, LLC, dba Cellcom
7. Adjournment

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**Posted: Clintonville City Hall - Clintonville Public Library - Community Center**

Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Hall at 715-823-7600

# Memo

**To:** Common Council  
**From:** Justin Mc Auly, Director of Public Works  
**Date:** 02/11/2026  
**Re:** D/PA Regarding Bucholtz & Walter A. Olen Park Timber Contract

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I would recommend that we move forward with approving the Timber Sale Contract with Ben Vanden Boogard as written.

With the Emerald Ash Borer devastating the Ash Tree population in Wisconsin, the City of Clintonville has finally seen the aftermath of the insect throughout our two Community Parks. The Common Council approved the Timber Sale Contract at a previous meeting, but the contractor withdrew from the project before signing the contract.

At this point we have a couple options. We can wait and keep seeking additional interested loggers and delay the harvesting of the dead trees in our parks, hire a tree removal company which could cost the City upwards of \$40,000-\$75,000 to remove the trees needed or do it ourselves over the course of 10 years or so. I feel it is important that we get the project going before the frost is out of the ground.

If you have any questions, please contact me at (715) 823-2005 or e-mail at [jmcauly@clintonvillewi.gov](mailto:jmcauly@clintonvillewi.gov).

Respectfully,



Justin Mc Auly  
Director of Public Works  
City of Clintonville

# TIMBER SALE CONTRACT

This Contract is entered into by and between The City of Clintonville (Seller), and Ben Vanden Boogard (Purchaser), in consideration of the following terms and conditions.

## 1. Subject Property

The Seller hereby authorizes the Purchaser to enter upon the following described lands (the Premises) for purposes of cutting and removing timber marked or otherwise designated by the Seller:

- a. Legal Descriptions:  
Town: 25 N; Range 14 E; Section 23; Legal Description(s) Part of the SE 1/4 of the SE 1/4  
Town: 25 N; Range 14 E; Section 24; Legal Description(s) Part of the SW 1/4 of the SW 1/4  
Town: 25 N; Range 14 E; Section 25; Legal Description(s) Part or the NW 1/4 of the NW 1/4  
Town: 25 N; Range 14E ; Section 26; Legal Description(s) Part of the NE 1/4 of the NE 1/4 and Part of the NE 1/4 of the SE ¼. All of the above parcels are located in the City of Clintonville, Waupaca County Wisconsin.
- b. Maps:  
Those Premises are further described on the map(s) or diagram(s) attached to and made a part of this Contract.

## 2. Parties:

- a. Seller: The City of Clintonville, A Wisconsin Municipal Corporation.
- b. Purchaser: Ben Vanden Boogard, an individual engaged in logging services.

## 3. 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 both parties and only after submission and maintenance 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 and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 5. The Purchaser shall notify the Seller or the Seller's Agent 36-48 hours prior to commencing harvest of the timber designated herein and upon completion of the cutting. In the event that the harvest is temporarily discontinued for more than one week, the Purchaser agrees to notify the Seller or the Seller's Agent Justin McAuly, (Agent's name) both upon discontinuance and resumption of harvest. Notification under this paragraph may be made by telephone to \_\_ (715)250-0216\_\_ (phone number). The Seller or the Seller's Agent may require an onsite meeting before commencement of harvesting.
- c. Inspection. The Seller retains the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract the Seller shall promptly notice the Purchaser. Upon notice from the Seller, the Purchaser shall promptly take measures to remedy the violation.
- d. Access. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.

## 4. Contract Period:

- a. All work under this Contract shall be completed between the signing of the Contract by both Parties and March 31<sup>st</sup>, 2026.
- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or at other reasonable times upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract as mutually agreed upon by the parties.
- c. The parties agree that a one-time extension may be jointly agreed to, and if so, the contract purchase price shall be increased by \$00.00.
- d. The Seller may terminate this Contract by written notice to the Purchaser upon a reasonable determination that the Purchaser has breached the contract. 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.

**5. Breach**

- a. If timber or other forest products not designated by the Seller for cutting are cut, unreasonably damaged or removed by the Purchaser, the Seller 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.
- b. The damages to be paid to the Seller upon the Purchaser's failure to perform this Contract include, but are not limited to:
- c. 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 agrees to mitigate the damages for breach by offering the timber for resale within 12 months if the Seller determines the timber is salable based upon its volume or quality.
- d. All costs of sale area cleanup or completion of performance not completed by the Purchaser.
- e. All costs of resale of timber not cut and removed as required under this Contract.
- f. 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 is not obligated to give oral or written notice to the Purchaser of the resale.

**6. Timber Sold:**

- a. No forest products may be removed from the Premises until the Purchaser makes the contractual payment.
- b. During the period of this Contract, the Purchaser is authorized and shall cut and remove all trees which shall be marked with orange paint prior to commencing of the removal and none other.

**7. Payment:**

- a. The Purchaser agrees to pay the seller an amount of \$0, to be paid in full prior to the commencement of timber cutting.
- b. The Seller is not obligated to return the payment or any portion of it in the event the Purchaser fails to remove all timber or forest products authorized for removal.

**8. Condition of Property:**

- a. The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If excessive soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.
- b. Excessive Soil Disturbances shall be defined as any gully or rut 6" deep or more in roads, landing, skidding trails and general harvest areas.
- c. After logging operations are completed, the purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.
- d. 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.
- e. Slash falling in a right-of-way or on land of an adjoining landowner shall be immediately removed, 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.
- f. 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.
- g. 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.

**9. Representations:**

- a. 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.
- b. The Seller warrants that the Seller has clear and unencumbered title to the stumpage subject to this Contract.
- c. The Purchaser is an independent contractor for all purposes and is 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 the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller reserves 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 takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or its employees. The Seller further agrees to exercise no control over the selection and dismissal of the Purchaser's employees.
- d. Prior to executing this contract, a W9 shall be provided to each party, if requested.

**10. Liability and Insurance:**

- a. The Purchaser agrees to protect, indemnify and save harmless the Seller 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.
- b. The Seller is responsible and warrants that all workers compensation insurance required by law is in full force and effect and shall hold the Purchaser harmless for any claims related to such.
- c. The Purchaser agrees to furnish the Seller with a certificate of public liability insurance covering the period of logging operations on the Seller's property for:
  - 1) \$1,000,000 single limit liability for personal injury or \$1,000,000 bodily injury per person and \$1,000,000 per occurrence; and
  - 2) \$100,000 property damage.
- d. The Purchaser shall notify the Seller in writing, immediately upon any change in or cancellation of insurance coverage required by this Contract.

**11. Safety:**

The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements. Notwithstanding any applicable OSHA regulations, the Purchaser agrees to apply appropriate safety precautions.

**12. Force Majeure:** 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.

**13. Entire Contract:** This Contract, together with any 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. This Contract or work under it may not be assigned or subcontracted in part or in whole without prior written approval from the Seller and may be changed or amended only in writing.

**14. Contact Information:**

Seller: The City of Clintonville  
Agent: Justin McAuly  
50 10<sup>th</sup> St.  
Clintonville, WI 54929  
Phone: (715)823-7600

Purchaser: Ben Vanden Boogard  
  
E3198 Jensen Rd.  
Waupaca, WI 54981  
Phone: (920)209-5994

We have read and understand the entire Contract comprised of 3 pages, plus this signature page. If a party is a corporation or entity, the undersign warrants and confirms that he or she has the lawful authority to execute such agreement.

SELLER

Date \_\_\_\_\_

by \_\_\_\_\_

PURCHASER

Date \_\_\_\_\_

by \_\_\_\_\_

This document drafted by  
Keith Steckbauer  
City Attorney for Clintonville