

OFFICIAL NOTICE & AGENDA  
of a Meeting of the County Forest  
Citizens' Advisory Subcommittee of the  
Marathon County Board of Supervisors

COUNTY OF MARATHON  
Wausau, WI 54403

A meeting of the County Forest Citizens' Advisory Subcommittee will be held at 212 River Drive, **Rm. #5**, Wausau, WI, 54403, at **6:00pm** on **September 20, 2023.**

Members: Mike Lane (chair), Marcell Wieloch (vice-chair), John Burke, Aaron Ruff, Gary Weiland, Susan Haug, Dale Heil, Paul Klocko, Greg Klos, Carmen Engelman, Taylor Dorsey

The meeting site identified above will be open to the public. Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number: Phone Number: 1-408-418-9388 Access Code: 2482 270 0595. Please Note: If you are prompted to provide an "Attendee Identification Number" enter the # sign. No other number is required to participate in the telephone conference. When you enter the telephone conference, PLEASE PUT YOUR PHONE ON MUTE!

A G E N D A

- I. Minutes
  - A. Approve Minutes of the June 7, 2023 Meeting
  
- II. New Business
  - A. Forest Citizens' Advisory Subcommittee Appointments
  - B. Review Fall 2023 Timbersale Package
  - C. Results of the 2023 Forest Certification Audit
  - D. Nine Mile County Forest Event and Use Regulations Revisions
  - E. Nine Mile Septic System Replacement Project
  - F. County Conservation Aids Project – Nine Mile Planting
  - G. Big Eau Pleine Archery Hunt Approved
  - H. Member Items
  
- III. Old Business
  - A. Status on Voluntary Carbon Projects
  - B. Final Approved DNR Antlerless Harvest Quota for 2023 Season Including Gun Deer Seasons
  - C. Nine Mile Forest Recreation Area Remaining Fall Events
  - D. Winter Fat Tire Biking Permanent Season Update
  - E. 2023 – 2025 Final State Budget Approved
  - F. Oak Wilt Expanding at Nine Mile Forest
  
- IV. Remaining 2023 Meeting Date – December 13, 2023 at 6:00 p.m.
  
- V. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 261-1500 or e-mail [countyclerk@co.marathon.wi.us](mailto:countyclerk@co.marathon.wi.us) one business day before the meeting.

ATTN: News Department  
Daily Herald and other news media

THIS NOTICE POSTED AT COURTHOUSE

Emailed/Faxed by:	Jodi Luebbe	Date:	
Date:	September 13, 2023	Time:	
Time:	8:30 a.m.	By:	

Members present: John Burke, Carmen Engleman, Dale Heil, Susan Haug, Paul Klocko, Greg Klos, Mike Lane, Aaron Ruff, Ryan Schleifer, Marcell Wieloch

Members excused: Gary Weiland

Wausau and Marathon County Parks, Rec, and Forestry Dept. staff present: Tom Lovlien-Forest Administrator, Jamie Polley-Parks, Recreation and Forestry Director

Others Present: Sandi Cihlar

The meeting was called to order at 6:00 p.m. by Chairman Lane.

## I. Minutes

**Motion** by Klos to approve the March 15, 2023 minutes. Motion **carried** unanimously 10-0.

## II. New Business

F. Review 2022-2023 Winter Fat Tire Biking Season and Public Comments  
Sandy Cihlar, 203083 Bergen Road, Mosinee – Cihlar felt a couple things were needed to have a safe and enjoyable experience for snowshoers. These include accurate maps, updated website information, accurate signage and frequent, clear signage for any shared snowshoe trail alerting users that they are on the same trails as bikes. She also requested that a portion of the trail be dedicated just for snowshoers where they wouldn't encounter fat tire bikes. Lovlien said about thirty percent of the snowshoe trail is shared with winter fat tire biking. When staff was proposing the trial season there were some expectations that an area would be groomed with double-tracks for having a snowshoe trail and a fat tire bike trail next to each other. The Department fell short this year and the snowshoe trail wasn't signed like it should have been and brush wasn't cut to allow for double-tracks. Staff recognizes some work needs to be done on signing, updating the website and getting a portion of the trail double groomed. They hope to make a 6k loop with two sections, one groomed for fat tire biking and one groomed for snowshoers. Polley said mostly positive public comments have been received and the trial season went well. There were also some suggestions on how it could be made better. The County is developing a new website so all the content will be reviewed for accuracy and signage at Nine Mile will be improved. Staff will also be assessing its season passes and fees more in-depth. Ruff thought the comments were overwhelmingly positive and people were excited to see a new user group. Winter fat bike numbers were good and he felt this is a viable winter recreational sport. He thought visibility was much better in the winter for riding. Burke thought that most skiers were fine with the fat tire bikers and there was not an overall trend of complaints. He would like to see a cut-across trail from the west side of Redbud to the east side that doesn't use ski trails and he didn't see any issues at intersections. Lovlien said staff met with CWOC and discussed issues that need to be addressed if this goes forward. Staff supports a permanent season and feels some of the challenges of the trial season can be fixed. Questions were answered.

G. Recommendation from Subcommittee on Establishing a Permanent Winter Fat Biking Season at Nine Mile Forest - **Motion** by Ruff to move forward with establishment of a permanent winter fat tire biking season. Motion **carried** by voice vote, 9-1 with Greg Klos as the dissenting vote.

### E. County Forest Ordinance Revisions

Lovlien discussed the ordinance revisions including language at the Bitzke Bird Trail that "*No person shall hunt within the Bitzke Birdwalk Nature Trail area from September 1 through November 15 or hunt waterfowl which is closed year-round*". Lovlien noted that trapping would be allowed there. The changes noted under (17) Animals on ski trails include adding the word "*designated*" before "ski trails" and adding "*or being groomed for opening*" after "open" for further clarification. Under (18) Hiking, walking, or running on ski trails, the words "*fat tire bike and snowshoe*" were added. The words "*designated*" and "*or being groomed for opening*" for further clarification in this paragraph as well. Definitions were added for Fat tire bike and snowshoe. **Motion** by Haug to recommend these ordinance changes to the Forestry / Recreation Committee. Motion **carried** unanimously, 10-0.

### H. Nine Mile Septic System Replacement

Polley explained that the Nine Mile septic system replacement is needed because in past years when there were larger events there had been some issues with the septic. Staff is putting it forward as a top priority Capital Improvement

project because of the age of the system and the sheer usage. This request went to County Board last year as an ARPA project and is still on the table but has to be re-submitted with updated numbers. Polley also put in an extra request to update the chalet with more modern features making it more energy efficient and attractive for year-round use. Questions were answered.

A. 2023 Subcommittee appointments. – Lovlien reported that Paul Klocko, Marcell Wieloch, Ryan Schleifer, Gary Weiland, and Dale Heil terms expire in September 2023. Members should let Lovlien know by July 15th if they would like to remain on the Committee.

B. Scheduled Events for 2023 at Nine Mile Forest Unit

Lovlien said events include the WEMS Bike Race in June, Wausau 24 Bike Race in July, two high school cross country races in August, the Ragnar Race in September, a high school cross country race and the IronBull Granite Grinder Bike Race in October. All events will be done before October 15<sup>th</sup> this year.

C. Spring Timber Sale Bid Summary

Lovlien reported that all four timber sales were sold. Sixteen bids were received from ten different contractors. Two bids were rejected for not submitting a proper bid. Wood markets have been up and down and the general trend for stumpage is increasing. The value of the acres sold was \$355,409.70 which is \$1,077.00 per acre sold. Lovlien said being able to get the forests managed to keep them healthy was as important as the revenues from the sales. Discussion on wood markets followed.

D. County Forest Memorial Policy

Lovlien explained that more people are asking for memorials and the Department has developed some guidelines that it will be utilizing when considering these requests on a case-by-case basis. Lovlien discussed the guidelines.

I. Review Lake States Forest Management Bat Habitat Conservation Plan Information and Summary

Lovlien explained that bats have been listed as federally endangered and the Wisconsin County Forest Association has been working with the DNR on how to continue to manage the forests. The County can sign on to the Lake States Bat Conservation Plan which is a way to receive incidental take coverage and be sure that Marathon County Forest is in compliance with the Federal Endangered Species Act with respect to the federally listed bat species. The County made application to the DNR about a month and half ago and is waiting to hear back on that application.

J. Member Items

Heil questioned some push back he had about from County Board regarding the 320 acres to purchase that was in the County Strategic Plan. Lovlien said County Board has a strategic plan they update every five years and have extended the 2018 – 2022 plan for two years. A couple of County Board Supervisors proposed that the County shouldn't own any more land and they don't support using Knowles Nelson Stewardship funding for that. The vote taken at the meeting was not to change it for the next two years. Currently the Strategic Plan, Fifteen Year Forestry Plan and the County Comprehensive Plan all are in alignment with trying to purchase 320 acres. Lovlien said if a land purchase is adjacent to County Forest land and makes sense, staff will take it to County Board who has the final say. Engleman noted how tame a red fox was while she was out riding at the Big Eau Pleine Park and that some other riders had complimented how nice the trails were kept up.

### III. Old Business

A. County Deer Advisory Council 2023 Deer Quota for Marathon County

Lane reported the Council approved 1800 for private lands and 500 for private lands. The DNR Board has the final recommendation. Lane thought it could be possible that they wanted to add 200 on to private lands which he didn't think would be a problem because its spread out across the whole county on private lands. The DNR Board is also trying to figure out whether or not they were going to go with the CDAC recommendation on splitting the County but that would have to be done this fall. Questions were answered and discussion followed.

**B. Deer Exclosures on County Forest Land**

Lovlien explained the DNR made a request to construct up to 30 exclosures in oak dominated County forests to compare oak regeneration success and growth due to deer browsing. There is no County financial commitment and the DNR will do all the maintenance on the exclosures which will be in place for a minimum of three years. These 15 X 15 exclosures will be signed so that the public is aware of what is going on. Staff supports this research and the Forestry Committee has approved the placement of these on County Forest lands. Questions were answered.

**C. 2023 – 2025 State Budget Update Regarding Forestry Initiatives**

Lovlien said all the Wisconsin County Forest Association requested forestry items are still in the base budget. The Joint Finance Committee proposes to increase the Forest Administrator Grant, Sustainable Forestry Grants, ATV/UTV Enforcement Aids, and UTV maintenance funds. There is also no change to the stewardship program which will run through June 30, 2026. The Governor has already supported these items so hopefully everything will get through when the budget is signed.

**IV. 2023 Remaining Meeting Dates** – September 20, and December 13, 2023 at 6:00 pm.

**V. Adjourn**

**Motion** to adjourn by Wieloch. Motion **carried** unanimously 10-0. Meeting adjourned at 7:32 pm.

Thomas Lovlien - Secretary

September 2023

**MARATHON COUNTY FOREST  
CITIZENS' ADVISORY SUBCOMMITTEE**

Aaron Ruff 223270 Hollywood Rd. Marathon WI 54448 (C) 715-432-4252 Email: <a href="mailto:aruff06@gmail.com">aruff06@gmail.com</a>	Mountain Biking 2 year term to 2024 Expires September 1, 2024
John Burke 5907 Old coach Rd. Wausau WI 54401 (H) 715-218-7883 E-mail: <a href="mailto:johnbethburke@charter.net">johnbethburke@charter.net</a>	Cross-Country Skiing/Snowshoeing 2 year term to 2024 Expires September 1, 2024
Greg Klos 6603 Cavin Dr. Wausau WI 54401 (H) 842-5951 (W) 845-2206 E-mail: <a href="mailto:gklos@charter.net">gklos@charter.net</a>	Conservation 2 year term to 2024 Expires September 1, 2024
Susan Haug 168305 River Rd. Ringle WI 54471 (H) 446-2775 E-mail: <a href="mailto:sjhaug@charter.net">sjhaug@charter.net</a>	Birding 2 year term to 2024 Expires September 1, 2024
Mike Lane 921 Landfried Ave. Mosinee WI 54455 (H) 693-2749 (C) 715-370-3645	Hunting 2 year term to 2024 Expires September 1, 2024
Carmen Engelman 215925 Damian Dr. Mosinee, WI 54455 715-370-2777 E-mail: <a href="mailto:clengelman@charter.net">clengelman@charter.net</a>	Equestrian 2 year term to 2024 Expires September 1, 2024
Paul Klocko 3907 Pat St. Weston WI 54476 (H) 715-241-6940 E-mail: <a href="mailto:pklocko@dwave.net">pklocko@dwave.net</a>	General Member 2 year term to 2025 Expires September 1, 2025
Marcell Wieloch 214814 Wieloch Rd. Mosinee WI 54455 (H) 693-4449 (C) 715-571-4474 E-mail: <a href="mailto:mfwieloch@mtc.net">mfwieloch@mtc.net</a>	Conservation Congress 2 year term to 2025 Expires September 1, 2025
Taylor Dorsey 100 Main St. Mosinee, WI 54455 (C) 920-229-6175 <a href="mailto:taylor.dorsey@ahlstrom.com">taylor.dorsey@ahlstrom.com</a>	Forest Industry 2 year term to 2025 Expires September 1, 2025
Gary Weiland 3799 Redwood St. Fenwood WI 54426 (H) 715-581-2875 <a href="mailto:gary.weiland@gmail.com">gary.weiland@gmail.com</a>	ATV/UTV/Motorized 2 year term to 2025 Expires September 1, 2025
Dale Heil 212590 Karen Ln. Stratford WI 54484 (H) 687-2110 (W) Truck 498-2252 <a href="mailto:dale.heil@frontier.com">dale.heil@frontier.com</a>	Logging 2 year term to 2025 Expires September 1, 2025

PkdatatomadvisorymemberlistSept2023



## FALL 2023 TIMBER SALE INVITATION FOR BID

Here is our fall timber sale prospectus.

Please submit bids after reviewing the prospectus, sale areas, and timber sale contract including:

- Purchasers are allowed to submit a personal or business check as a bid security in the amount of 10% of the total bid.
- All pulpwood will be bid by the ton to a top diameter of 4". There is also an option to bid on tops/biomass.
- Stick scaled cord volume will be converted to tons using published WDNR handbook weights. The Marathon County mixed hardwood pulp weight is 4800 pounds per cord. (See table on back of this sheet)
- **NEW - A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 pm Wednesday, October 25, 2023, Conference Room 3, 212 River Drive, Wausau, WI 54403.**
- **CONTRACT EXTENSIONS:**  
Please read and understand contract extensions as we will be following our policy.

To submit a bid:

1. Use the enclosed bid form or a photocopy.
2. Bid a price per **ton** or **MBF** for each species, including tracts designated as lump sum.
3. Complete the Logger's Statement of Qualifications.
4. Sign your bid.
5. Enclose a bid bond, cashier's, personal or business check, letter of credit, or money order for 10% of the total bid.
6. Seal each signed bid in a separate envelope marked: "Timber Sale Bid - Tract No. \_\_\_\_\_".
7. **Submit your signed bid(s) by 1:30pm, Monday, October 2, 2023,** to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Ste. 2, Wausau, WI 54403-5476. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

I invite you to attend the bid opening at 1:30pm, **Monday, October 2, 2023,** Conference Room 3, 212 River Drive, Wausau, Wisconsin, 54403.

Thomas G. Lovlien  
Forest Administrator

c: Forestry/Recreation Committee  
County Administrator  
Corporation Counsel  
Jeff Sorenson, DNR Forest Liaison

All pulpwood will now be bid and sold by the ton. State of Wisconsin weight conversion pounds per cord will be used (see chart below). Mixed hardwood will include all hardwood species unless listed separately on the sale map. The Marathon County mixed hardwood pulp weight is established at 4,800 pounds per cord.

**CORDWOOD WEIGHT CONVERSION FACTORS  
POUNDS PER CORD**

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<b>Species</b>	<b>Weight</b>
Hemlock	4800
Tamarack	4650
Red Pine	4500
Jack Pine	4250
Balsam	4250
White Pine	4200
Spruce	4000
Cedar	3150
White Oak	5850
Red Oak	5500
Hickory	5400
Yellow Birch	5350
Hard Maple	5100
Beech	5050
Elm	5000
Balsam Poplar	4900
White Birch	4800
Cottonwood	4650
Ash	4600
Soft Maple	4550
Aspen	4500
Basswood	3850
Mixed Hardwood	4800

Marathon County reserves the right to scale any wood products piled in the woods for longer than 30 days.

## FALL 2023 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
05-22	Aspen	3300 Tons	<b><u>Ringle Forest Unit</u></b> – SAFE HAVEN (59 Acres) Winter logging. Access to White Horse Lane and Timber Ridge Rd. Ticket Sale. Contract must be completed by December 31, 2026.
	Mixed Hardwood	800 Tons	
	Basswood	70 Tons	
	Basswood Logs	3.0 MBF	
	Red Maple Logs	2.0 MBF	
	Ash Logs	2.0 MBF	
	Mixed Hwd. Logs	1.0 MBF	
	Tops/Biomass	1250 Tons	
06-22	Aspen	4450 Tons	<b><u>Hewitt-Harrison Forest Unit</u></b> – DEER STAND MECCA (96 Acres) Winter logging. Access to Sawmill Rd. and County Road "G". Ticket Sale. Contract must be completed by December 31, 2026.
	Mixed Hardwood	200 Tons	
	Mixed Hwd. Logs	2.0 MBF	
	Tops/Biomass	1550 Tons	
07-22	Aspen	4450 Tons	<b><u>Hewitt-Harrison Forest Unit</u></b> – ICY ALDER (102 Acres) Winter logging. Access to Sawmill Rd. and County Road "G." Ticket Sale. Contract must be completed by December 31, 2026.
	Mixed Hardwood	1000 Tons	
	White Spruce	70 Tons	
	Red Maple Logs	22 MBF	
	Ash Logs	2 MBF	
	Hard Maple Logs	1 MBF	
	Mixed Hwd. Logs	1 MBF	
	Tops/Biomass	2000 Tons	



## INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 257 acres of timber on Tracts 05-23, 06-23, and 07-23. These tracts have an estimated 19,140 tons and 36.0 thousand board feet of:

Aspen Pulp	12200 Tons	Red Maple Logs	24.0 MBF
Mixed Hwd Pulp	2000 Tons	Ash Logs	4.0 MBF
Basswood Pulp	70 Tons	Mixed Hwd Logs	4.0 MBF
White Spruce Pulp	70 Tons	Basswood Logs	3.0 MBF
Biomass	4800 Tons	Hard Maple Logs	1.0 MBF

Specific information is available from the Wausau and Marathon County Parks, Recreation, and Forestry Department, 715/261-1550.

Submit bids by 1:30 PM, Monday, October 2, 2023, to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Suite 2, Wausau, WI, 54403-5476. Bids will be publicly read at that time in Conference Room 3. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

Bids may not be withdrawn for a period of 30 days.

Evaluation criteria will be price and documented ability to satisfactorily complete the contract including: proposed equipment and operation; references; proof of financial stability; past performance; FISTA training; and BMP training. Award of the contract to the successful bidder shall be based upon the bid determined most advantageous to the County or made to the highest responsible and responsive bidder.

The County reserves the right to accept or reject, in whole or in part, any or all bids, to waive technical deficiencies in the bids, and to award a contract deemed in the best interests of the County. This solicitation may also be canceled if determined to be in the best interests of the County.

A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 PM, Wednesday, October 25, 2023. Conference Room 3, 212 River Drive, Wausau, WI 54403.

The General Code of the County of Marathon contains various procurement policies which are applicable to this proposed procurement. These include prohibitions against gratuities and kickbacks.

County of Marathon  
By: Jamie Polley, Director  
Wausau and Marathon County Parks, Recreation, and Forestry Department



Wausau & Marathon County  
**Parks, Recreation  
& Forestry**

## TIMBER SALE BID

I submit the following bid on Tract No. \_\_\_\_\_

All bids, including Lump Sum, must be itemized by species on a per ton or per Thousand Board Foot (MBF) basis.

SPECIES	ESTIMATED VOLUME	PRICE BID PER TON OR MBF	TOTAL
<b>GRAND TOTAL</b>			\$

**Logger's Statement of Qualifications:**

1. Logging firm's name, address, and phone:

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2. How many years have you been engaged in the logging business under the present firm name?

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3. List the major equipment that will be used to complete the work on this tract and describe your operation:

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(Please fill out and sign reverse side)

4. List at least three references for past performance on logging contracts with the name and phone number of a contact person:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. FISTA trained Yes  No  Date \_\_\_\_\_

Other safety training (please describe)

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

6. BMP training Yes  No  Date \_\_\_\_\_

The undersigned, having familiarized himself with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to complete in a workmanlike manner all of the work described in the specifications relating to this timber tract.

**A bid security equal to at least ten percent (10%) of the total bid, in the form of a bond, money order, Letter of Credit, cashier's, personal or business check, has been submitted as part of this bid.**

I have carefully examined the specifications, contract documents, and site where the work is to be done and have no agreements to prevent the completion of said work.

If this bid is the successful bid, I will finalize and execute a contract as set forth in the contract documents under all the terms, conditions, and requirements as set forth in the contract documents, and, unless this contract is executed within 15 days after the date of being notified that this bid is the successful bid, I will forfeit the 10% bid security in its entirety. Failure to forfeit the 10% penalty will result in being considered ineligible to bid on any County timbersales for a two-year duration. This bid proposal will become part of the contract upon the awarding of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

**MARATHON COUNTY TIMBER SALE CONTRACT**

Contract No. \_\_\_\_\_ Scaled or Ticket System

Tract No. \_\_\_\_\_ Tree Measurement (Lump Sum)

**AGREEMENT** entered into between Marathon County, Wisconsin, a municipal body corporate, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Purchaser". The term "Purchaser" shall include all workers, employees, agents, subcontractors, and independent contractors that may be employed by the "Purchaser". For purposes of implementing this contract, the "County Representative" shall be the County Forest Administrator or his designee. The term "County" shall include Marathon County, the Marathon County Board of Supervisors and any committee thereof, and all Marathon County officers, officials, employees, agents, and assigns. Further, this contract constitutes the entire agreement by and between the undersigned parties. No other terms or conditions may be implied or inferred. The County and Purchaser, in consideration of the covenants hereinafter set forth, mutually agree as follows:

Purchaser shall cut and remove all timber marked or designated by County agents on the following described lands hereinafter referred to as the "sale area": \_\_\_\_\_

Operating Specifications and a map outlining the boundaries of the sale area are attached and made a part of this contract as if fully stated herein.

Both parties agree that the estimates regarding the amount of timber included in any contract are estimates only and are offered as a guide to the proposed Purchaser for the purpose of bidding.

Purchaser shall be responsible for keeping within the boundaries of the sale area and shall be liable for all trespasses committed by Purchaser outside of such boundaries.

**TIMBER TO BE REMOVED**

Species/ Product	Estimated Volume	Bid Per Unit	Total Bid	Species/ Product	Estimated Volume	Bid Per Unit	Total Bid

TOTALS: \_\_\_\_\_

All volumes based on unpeeled measure. Unless otherwise specified, a cord is 4' x 4' x 100".

**GENERAL TERMS**

- 1. **CONTRACT PERIOD.** Purchaser will completely perform his obligations under this contract by the \_\_\_\_\_
- 2. **CONTRACT EXTENSIONS.** If extensions of this contract are deemed reasonable by the County, the stumpage price agreed upon herein shall be adjusted as follows:
  - A. First one-year extension
    - 1. 2 or 2.5 year contract..... 10%
    - 2. 3 year contract..... 15%
  - B. Additional one-year extensions..... 10%
  - C. Other applicable charges or fees: NONE

The maximum time duration of a timber sale contract, including extensions, will be four years. Extension beyond this period of time will be considered by the County only in the event of special justification. Special stumpage rate adjustments may be made.

- 3. **CHANGE ORDERS.** The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract.
- 4. **PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.**
  - A. Notice to Begin. Purchaser shall contact the County representative in writing both prior to commencing logging operations from contract site and upon final completion of the Timber Sale Contract. The Purchaser must also contact the County representative in writing if work is to cease at the contract site for more than one month. At the end of this period of time, the Purchaser must then inform the County representative in writing that work is to begin again.
  - 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. 1.
  - C. Performance Bond. A performance bond in Marathon County's favor in the amount of \$ \_\_\_\_\_ in cash, by surety bond, or in other form accepted by the County, shall be submitted by the Purchaser no later than \_\_\_\_\_ to be retained by the County to assure full and complete performance of the contract by the Purchaser to the County's satisfaction. Failure to submit the bond will be considered a breach of this contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the County as liquidated damages upon the County's determination a condition or term of this contract has been breached by the Purchaser, unless the County chooses and can reasonably determine the actual damages suffered as a result of the breach of the contract. Damages assessed under this contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the County.
  - D. The Purchaser agrees that the performance bond may be retained by the County until all performance under this contract has been completed to the County's satisfaction and the County determines the performance has been so completed. In the event the Purchaser provided written notice of sale completion to the County, the County shall have sixty (60) days to determine that performance has been completed as required under this contract.
  - E. If timber or other forest products not specifically described in this contract or designated by the County for cutting are cut, damaged or removed by the Purchaser, the County may pursue any and all remedies for the unlawful use of the County's property and the cutting, 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 its contract remedies for breach.

F. The County may, when it deems it reasonable and in the best interest of the County, allow the Purchaser to continue performance under the contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the County for the timber or other forest products cut, removed or damaged without authorization under or in violation of this contract. The County's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the County and shall not be construed as or held to be in the nature of a penalty.

G. The Purchaser agrees that if the timber identified in this contract for cutting is to be resold due to a breach of this contract, as determined by the County, the County is not obligated to give oral or written notice to the Purchaser of the resale.

H. The County's damages upon the Purchaser's failure to perform this contract include, but are not limited to:

- (1) The Purchaser's bid value of timber not cut and removed under this contract.
- (2) Double the mill value, as determined by the County, for timber cut, removed or damaged without authorization under or in violation of this contract.
- (3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
- (4) All costs of resale of timber not cut and removed as required under this contract.
- (5) If the County seeks damages for breach of this contract through court proceedings, and if the County prevails in such proceedings, in whole or in part, then the Purchaser agrees to pay all of the County's actual and reasonable expenses, including attorney's and expert witness fees.

The County may agree to mitigate the damages for breach by offering the timber for resale on no more than two (2) occasions if it determines the timber is salable based upon its volume or quality.

- (6) A minimum of 10% of the original sale price to the County (same amount as the original bid bond) as an administrative fee for the costs of readvertising and reestablishing the sale or pay the difference between the new sale price and the original price, but not less than 10% if the new sale price is less than the original price.
  - (7) If the sale is not resold after two separate bid openings, the Purchaser is liable for liquidated damages including the total performance bond.
- I. A Purchaser deemed by the County to be in breach of this contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the County for a period not to exceed two (2) years from the date of determination of the breach.

**5. NON-COMPLIANCE-WRITTEN NOTICE.** A. Upon written notice by a County representative that Purchaser is not in compliance with one or more conditions of the contract, occupancy of and operations on the Contract Site shall be suspended. Any continued occupancy or use of the contract site shall be deemed a trespass. Said written notice shall be sent by Certified Mail to the mailing address listed on the first page of this document or may be personally served by a representative of the County.

B. If subsequent to receiving a written authorization from the County representative to recommence work, Purchaser fails to comply with the terms and conditions of this contract, a County representative shall again give written notice that work and occupancy at the site are to cease.

C. Occupancy and operations may be resumed only with written authorization of the County representative. Said authorization may contain special conditions to insure continued compliance with the terms of this contract.

6. **FORESTRY COMMITTEE.** The Forestry/Recreation Committee (hereinafter called FR Committee) shall then make a determination of whether the Timber Sale Contract and/or Performance Bond described in Paragraph 4 shall be forfeited. Purchaser shall have notice of the FR Committee meeting and an opportunity to be heard. Notification of the FR Committee's decision shall be sent to the Purchaser by certified mail at the address specified on the first page of this contract. The decision of the FR Committee, acting on the advice of its agents as to whether Purchaser is in compliance with the terms of this contract, shall be final subject to Purchaser's rights to appeal pursuant to Chapter 24 of the General Code of Ordinances for Marathon County.
7. **FAILURE TO COMPLY WITH CONTRACT - FORFEITURE.** Should the Purchaser enter into more than one timber sale contract, all of the timber sale contracts entered into by and between the Purchaser and the County shall be considered as one general contract consisting of subunits relating to different sites. A notice of non-compliance with respect to any one site shall constitute notice as to all sites, and the Purchaser shall forthwith cease operations at all sites until Purchaser receives written authorization to resume operations in accordance with the procedures set forth herein.
8. **NON-DISCRIMINATION.** In connection with performance of work under this contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or disabilities.
9. **TITLE TO PRODUCTS AND STUMPAGE.** Title to all cut forest products shall remain with the County until paid for by Purchaser. Purchaser shall be responsible for payment of all damage or loss of all forest products resulting from fire, flood, theft caused by his own fault during the contractual term. Forest products and stumpage remaining on the sale area at the expiration of the contract or upon breach, revert to the ownership of the County without any refund of monies paid.
10. **AUTHORIZATION TO RELEASE INFORMATION.** Purchaser authorizes any individual, business, or mill receiving wood from this contract to release mill scale slips and any other information to the County regarding amount, date received, and other relevant information.
11. **RESIDENCE.** No residence shall be established on the contract area.
12. **TRAINING REQUIREMENT.** The Purchaser is responsible for ensuring that the actual logging contractor engaged in performance of this contract complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website [http://www.fistausa.org/sfi\\_standards.html](http://www.fistausa.org/sfi_standards.html) or by contacting the Forest Industry Safety & Training Alliance (FISTA). Purchaser agrees to provide documentation to Seller that training has been attained prior to initiating sale.
13. **ASSIGNMENT.** The Purchaser is precluded from assigning payment and contract oversight, duties or other performance requirements of this contract to another. The Purchaser's direction to or contracting with another to complete performance required under this contract does not relieve the Purchaser from the responsibility for performance required under this contract or for liability for breach. **(Purchaser shall not subcontract any portion of this contract without prior written approval from the County, said approval will not be unreasonably withheld.)**
14. **INSPECTION.** The County retains for itself 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 Purchaser shall promptly take measures to remedy the violation. The County may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the County approves resumption of them.

15. **PAYMENT.** A. All payments will be in cash, cashiers check, personal or business check, or money order unless other arrangements are made in writing with the County.
- B. Scaled or ticket-system stumpage payments shall be made prior to wood being hauled. Purchasers in good standing with Marathon County will be allowed up to three business days to submit payment. Marathon County reserves the right to determine which purchasers are in good standing. Payments due and owing to the County will be based upon actual scaling.
- C. Lump sum sale contracts must be paid in full prior to beginning any operations. If cutting units are designated, the Purchaser must pay for and satisfactorily complete a unit as determined by a County representative prior to beginning operations in another unit.
16. **REMOVAL WITHOUT PAYMENT.** Timber or other forest products may not be removed from the sale area until paid for as provided in this contract or other guarantees for payment have been made with and to the satisfaction of the County. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of contract, the County may seek charges against the Purchaser for Timber Theft under s. 26.05, Wis. Stats., or a violation of ch. NR 45, Wis. Adm. Code, consider it a breach of contract and pursue all remedies provided in this contract.
17. **ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).** A. When not otherwise designated by the County, the location of roads, landings, mill sites and campsites on County's property is subject to advance approval and under the conditions established by the County. All restoration, cleanup or repair of roads, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the satisfaction of the County, is the responsibility of the Purchaser.
- B. All logging debris accumulated at landing areas, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the County.
- C. Berms constructed on the County's property shall be leveled to restore the area to the County's satisfaction unless they are constructed at the direction of the County under par. d.
- D. Roads and landings shall be graded or closed upon the request of and to the County's satisfaction upon completion or termination of this contract.
- E. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.): NONE
- F. Erosion control and Best Management Practices (BMPs) requirements:
- (1) The Purchaser shall comply with all recommended BMP guidelines as described in "*Wisconsin's Forestry Best Management Practices for Water Quality*" published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the County if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training through a FISTA coordinated BMP workshop is also required.
- (2) The Purchaser shall make every attempt to comply with Forestry BMPs for Invasive Species as described in "Wisconsin's Forestry Best Management Practices for Invasive Species" published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09 unless specifically provided otherwise below. In particular, the purchaser agrees to work cooperatively with the administering forester and any subcontractors to address the considerations in BMPs 4.4, 4.5, 4.6, 5.1, 5.2, 5.3, 5.5 and 9.1. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://council.wisconsinforestry.org/invasives/forestry>.



(3) The Purchaser shall comply with all General Guidelines as described in “Wisconsin’s Forestland Woody Biomass Harvesting Guidelines” published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the County if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://council.wisconsinforestry.org/biomass/>

(4) Other: None.

**18. SOIL DISTURBANCE AND RUTTING** A. The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.

B. Excessive soil disturbance (as defined in Table 1) shall not be permitted. Purchaser agrees to contact Seller in the event of an excessive soil disturbance.

Table 1. Thresholds for soil disturbances.

<u>Timber Sale Infrastructure</u>	<u>Soil disturbances are excessive if:</u>
<u>Roads, Landings, Skid Trails, and General Harvest Area</u>	<ul style="list-style-type: none"> <li>▪ <u>A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.</u></li> </ul>
<u>Roads, Landings, and Primary Skid Trails</u>	<ul style="list-style-type: none"> <li>▪ <u>In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.</u></li> <li>▪ <u>In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.</u></li> </ul>
<u>Secondary Skid Trails and General Harvest Area</u>	<ul style="list-style-type: none"> <li>▪ <u>A gully or rut is 6 inches deep or more and 100 feet long or more.</u></li> </ul>

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the “top” of the lug). The length is measured from the start of the “too deep” section to the end of the “too deep” section. Measurements are not cumulative.

Note: In high use forest recreation areas such as the Nine Mile Unit and County park lands we will require the purchaser to follow a lower threshold for soil disturbance (than defined in Table 1). The lower threshold will be communicated to the Purchaser during the pre-logging meeting and documented on the pre-logging form.

C. The County may temporarily suspend operations under this contract due to excessive soil disturbances (as defined in Table 1).

D. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller’s satisfaction.

E. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):

(1) NONE

(2)

19. **DIGGERS HOTLINE.** The Purchaser is responsible to contact the Diggers Hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.
20. **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.
21. **UNCUT TREES AND WASTED TIMBER.** Should marked or designated trees be left uncut or unremoved, the Purchaser shall be liable to the County for damages in the amount said wood would have been valued for payment at the mill site as of the date all work to be performed pursuant to this contract was to have been completed. Young growth trees bent or held down by felled trees must be properly released or Purchaser shall be liable for damages in the amount of replacement costs. The Purchaser shall be liable for damages at double the stumpage rate specified for timber wasted in tops and stumps.
22. **STUMP HEIGHT, TOPS.** The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Additionally, clumps of stumps shall be treated as individual stumps and maximum height may not exceed each individual stump diameter. Title to tops shall remain in the owner and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this contract.
23. **ZONE COMPLETION.** The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the County.
24. **SLASH.** 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. Other: None.
25. **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 which 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. (Information on approved arrestors may be obtained from the Seller.)
- C. If a fire occurs, the Purchaser agrees to promptly 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. Stats., caused by their operation under this Contract.
- F. Other: NONE

26. **SURVEY MONUMENTS.** The Purchaser agrees to pay for the cost of repair or replacement of any land survey monuments or accessories which are removed or destroyed or made inaccessible. In the event that the performance bond is insufficient to cover such cost, the provisions of Statute 59.74, Perpetuation of Landmarks, shall be enforced.
27. **CLEANUP AND USE OF SALE AREA.** A. The Purchaser shall remove, to the satisfaction of the seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Seller's property upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the County.
- B. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the County.
- C. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fuel and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser to the satisfaction of the County.
28. **INDEPENDENT CONTRACTOR.** The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the County. The County agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of its employees. The County further agrees that it will exercise no control over the selection and dismissal of the Purchaser's employees.
29. **HOLD HARMLESS.** Purchaser hereby agrees to release, indemnify, defend, and hold harmless Marathon County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
30. **FEDERAL, STATE, AND LOCAL REGULATIONS COMPLIANCE.** Purchaser agrees to comply with all applicable OSHA or other federal, state, and local laws or regulations in connection with the performance of this contract.
- OSHA Compliance, Danger trees. 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 County if the Purchaser intends to modify performance required under this contract for the purpose of compliance with OSHA requirements.
31. **AMERICANS WITH DISABILITIES ACT COMPLIANCE.** In connection with the performance of work under this contract, Purchaser agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The Purchaser is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. The Purchaser is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The Purchaser shall provide a similar notice to all its subcontractors.

32. **FOREST CERTIFICATION.** The area encompassed by this timber sale and forest products from this sale including logs or chips of all species are 3<sup>rd</sup> party certified. Seller's forest certification information and chain of custody can be found at: <https://dnr.wisconsin.gov/topic/timbersales/certification>

### **REQUIRED INSURANCE**

The Purchaser shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall the Purchaser allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

33. **WORKERS COMPENSATION.** The Purchaser shall obtain and maintain throughout the duration of this contract statutory Workers' Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, the Purchaser shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Purchaser. Purchaser's (Owners and Sole proprietors) electing exemption from coverage pursuant to WIS STAT 102.075 SHALL provide a signed copy of the endorsement showing non-election of coverage.
34. **GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE.** Purchaser shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Purchaser, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
- Comprehensive General Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
  - Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
35. **PROOF OF INSURANCE.** The Purchaser shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Purchaser meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. A copy of the Certificate of Insurance shall be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form and list Marathon County as "additional insured in respect to this agreement".
36. **DISPUTE RESOLUTION.** If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

37. **NON-DEBARMENT CLAUSE.** Purchaser hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Purchaser further agrees and certifies that this clause shall be included in any subcontract of this contract.
38. **GRATUITIES AND KICKBACKS.** It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor or a higher tier subcontractor or any person associated therewith, an inducement for the award of a subcontract, or order.

#### SCALING REQUIREMENTS AND CONVERSION FACTORS

39. **PRODUCT REMOVAL.** No forest products shall be removed until scaled or marked by a County representative unless prior arrangements have been made with the County.
40. **SAWLOGS.** A. All sawlogs must be separated from pulpwood when piled.  
B. Purchaser will mark the length of all logs on the small end with a lumber crayon to facilitate scaling.  
C. Purchaser will pile all logs with the small end facing the road to facilitate scaling.  
D. All logs must be scaled with the Scribner Decimal C Log Rule.
41. **PULPWOOD.** All pulpwood must be piled for scaling. Piles must be level and square with at least five cords or 20 tons per pile.
42. **CONVERSION FACTORS.** Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
43. **PEELED CORDWOOD.** When peeled cordwood is measured, it is stipulated that 12.5% will be added to hand-peeled or stroke delimeter processor peeled volume and 16% to ring debarked volume to compute equivalent unpeeled volume.
44. **WEIGHT CONVERSIONS.** County will accept mill weight conversion (Mill Scale) unless that conversion results in less volume than those conversions set forth in Wisconsin Department of Natural Resources Handbook 2461.

#### PULPWOOD TICKET SYSTEM

45. **TICKET BOOKS.** A. Ticket books shall be purchased periodically as needed.  
B. Ticket books are issued for the contract specified on the cover of the ticket book and shall not be used for any other contract.

C. Purchaser must account for all tickets. Unused tickets shall be returned to the County representative upon completion or termination of the contract.

D. All lost or damaged tickets will have the value of \$1.00 per ticket number assessed against the performance bond.

46. **TICKET USE.** A. Tickets shall be used in sequence.

B. Copy one, the top (white) part of the ticket, shall be completely filled out and deposited in the lock box. Tickets must be completely inserted in the box. Hung tickets will be considered the same as failure to deposit tickets.

C. Copy two, the middle (yellow) part of the ticket, shall be in the possession of the person transporting timber from the sale area. County representatives may check scale and inspect haul permit tickets at any time.

D. Copy three, the bottom (hard) part of the ticket will remain in the ticket book for the Purchaser's records.

47. **FAILURE TO DEPOSIT TICKETS.** Failure by either the Purchaser or Purchaser's employee, officer, official, agent, or designee to deposit a ticket in the lock box each time a load of wood products leaves the sale area will be considered a violation of the State Statutes 26.05 on unauthorized timber removal.

48. **LOCK BOXES.** Lock boxes will be placed on the premises at points convenient to the Purchaser and County.

49. **WOOD DESTINATIONS.** The Purchaser shall provide the County representative with a list of all destinations of wood to be removed from the premises. Changes in wood destination shall be reported before hauling to the new destination.

50. **FIREWOOD.** When wood products such as firewood are delivered to buyers not providing a mill scale slip, the wood must be handscaled by a County representative and payment shall be made prior to wood being hauled.

#### **TREE MEASUREMENT (LUMP SUM)**

51. **CONSIDERATION.** Volume to be cut is estimated, not guaranteed. All timber designated for cutting must be cut and removed by the Purchaser even if volume of timber exceeds the estimate. If there is less timber than estimated, the County has no obligation to make-up the deficiency nor refund any or all monies paid.

52. **CONFLICTING SALES.** The Purchaser may not haul forest products on the same day from both this sale and a scaled or ticket system timber sale located on land owned by the County without authorization from the County.

53. **ATTACHMENTS:** Any and all attachments to this contract shall be made a part of this contract and be fully complied with, including: A. prospectus maps(s) or diagram(s) of sale area;

B. Other: NONE

54. **OTHER CONDITIONS:** The Purchaser shall enter this harvest with equipment clean of soil from the previous harvest. If previous job(s) included entering a stand that was confirmed with Heterobasidion Root Disease, make sure to clean logging equipment (tires, cutting head, etc.) with pressured water prior to entering this harvest.

Heterobasidion Root Disease (HRD) – Prevention Treatment

The Purchaser shall purchase and apply an approved fungicide (Rotstop C or Cellu-Treat) to all cut pine stumps and horizontal wound surfaces as follows:

1. Pesticide applicators must be certified/licensed by DATCP for this treatment.
2. All stumps shall be treated by the end of each day of cutting from April 1 – November 30. Treatment may be required from December 1 – March 31 if abnormally warm for an extended period of time to be determined by County Forest Representative.
3. All stumps shall be left clear of logging slash to allow for the application and inspection of the approved fungicide.

4. A marker dye shall be added to the solution to monitor application coverage.
5. Extra care must be done to minimize damage to residual trees.
6. If Heterobasidion Root Disease (HRD) is discovered prior to the completion of this harvest, a harvest protocol of infected area(s) shall be established and all harvesting equipment must be cleaned of soil prior to leaving this harvest.

Table 2. Approved Heterobasidion Root Disease Fungicides

Label Name	Active Ingredient	Distributor
Rotstop® C	Phlebiopsis gigantea (P.gigantea)	BioForest Technologies Inc. 59 Industrial Park Crescent Sault Ste. Marie, ON P6B 5P3 Phone: 1-888-236-7378 Order Desk: <a href="mailto:order@bioforest.ca">order@bioforest.ca</a> Technical Support: <a href="mailto:support@bioforest.ca">support@bioforest.ca</a>
Cellu-Treat	disodium octaborate tetrahydrate	Crop Production Services N5853 5 <sup>th</sup> Ave Plainfield, WI 54966 715-335-4900 Website: <a href="http://www.uap.com">www.uap.com</a> OR Nisus Corp. at 800-264-0870 Website: <a href="http://www.nisuscop.com">www.nisuscop.com</a>

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

I acknowledge that I am not an employee of Marathon County, as to this contract or any action arising out of it.

I have read, understand, and agree to abide by the provisions of this document.

PURCHASER'S FEDERAL TAX I.D. NO.:

PURCHASER:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

By: \_\_\_\_\_  
(Forest Administrator)

\_\_\_\_\_  
(Date)

**MARATHON COUNTY TIMBER SALE**  
**Ringle Forest Unit – September 2023**

**Tract # 05-23 SAFE HAVEN**

<b>ESTIMATED VOLUMES</b>		
<b>SPECIES</b>	<b>PULPWOOD (TONS)</b>	<b>LOGS (MBF)</b>
Aspen	3300	
Mixed Hardwood	*800	1.0
Basswood	70	3.0
Red Maple		**2.0
Ash		2.0
Biomass (Optional)	1250	

Location: Section 31, T.28N.-R.09E. (Town of Ringle)

Size: 59 Acres

Seasonal Time Frame: Frozen Ground. Potential mid-summer (July 16 start)/fall harvest of southern block if very firm ground conditions exist.

Contract Length: Contract must be completed by December 31, 2026.

\*Approximately 88% Red Maple, 10% Ash, & 2% All Other Hardwood (Incl. Oak)

\*\* (Incl. <1.0 MBF Oak)

**TICKET/MILL SCALE SALE**

Cutting Regulations:

Area 1 – Aspen Coppice (57 acres in 4 blocks) – Cut all trees 1 inch and greater except oak, conifer, trees marked with green paint, and trees within green paint lines.

Area 2 – Hardwood Thinning (2 acres in 1 block) – Cut all orange marked trees, except those marked with an orange “W.”

Roads/Trails/Decking Areas: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

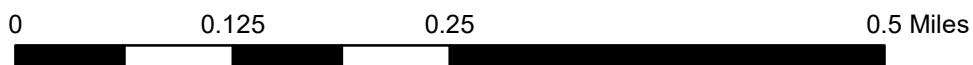
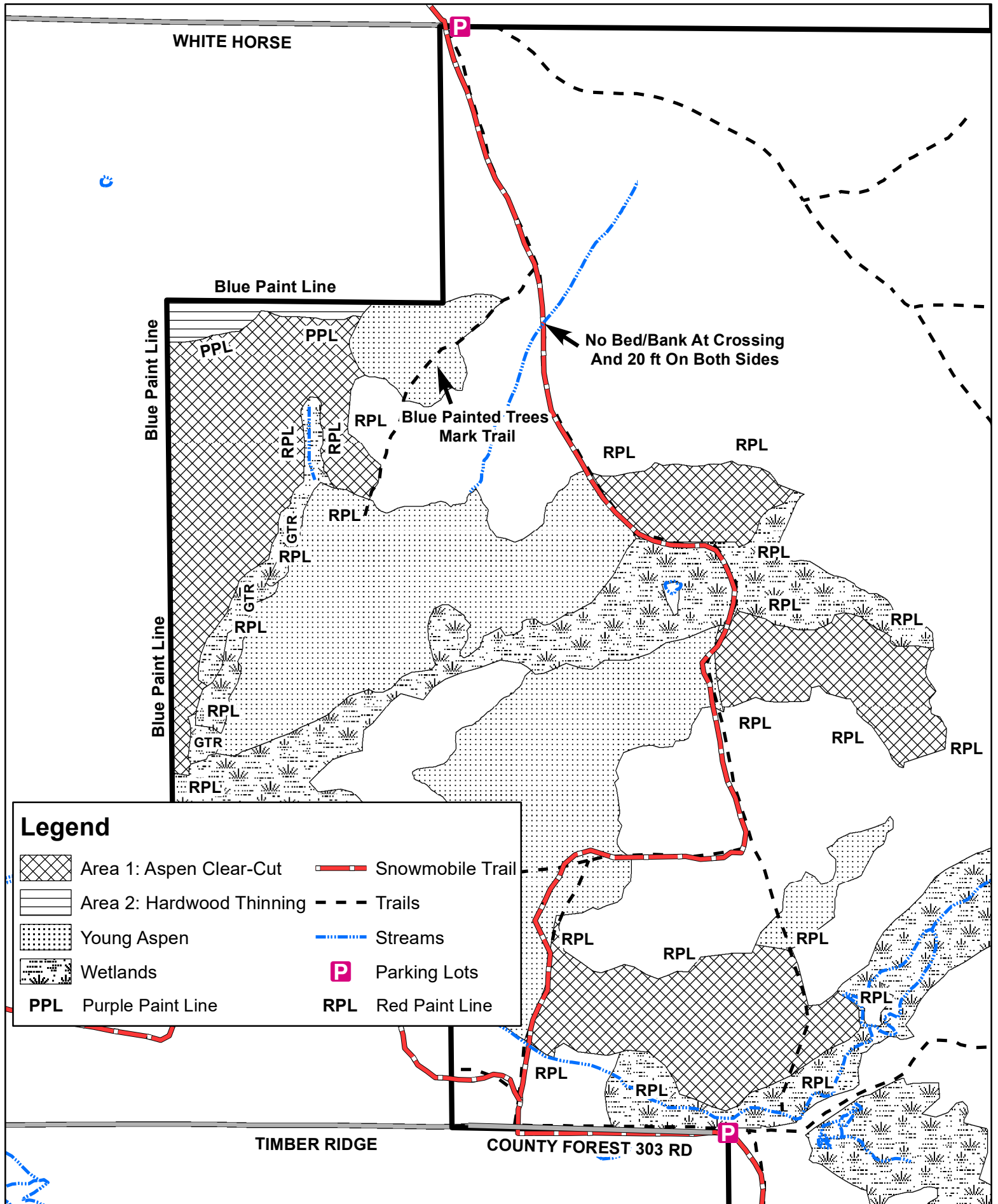
Slash/Wildlife/Other: All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10,” which shall not exceed 10.” Do not cut snags unless they pose a safety risk to harvesting operations. If the snowmobile trail is "open," the department will work with the contractor to try and leave snow on the trail. No biomass harvesting within 50 feet of southern and eastern red paint lines in south block of Area 1.

Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound  
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end  
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

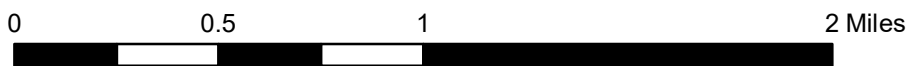
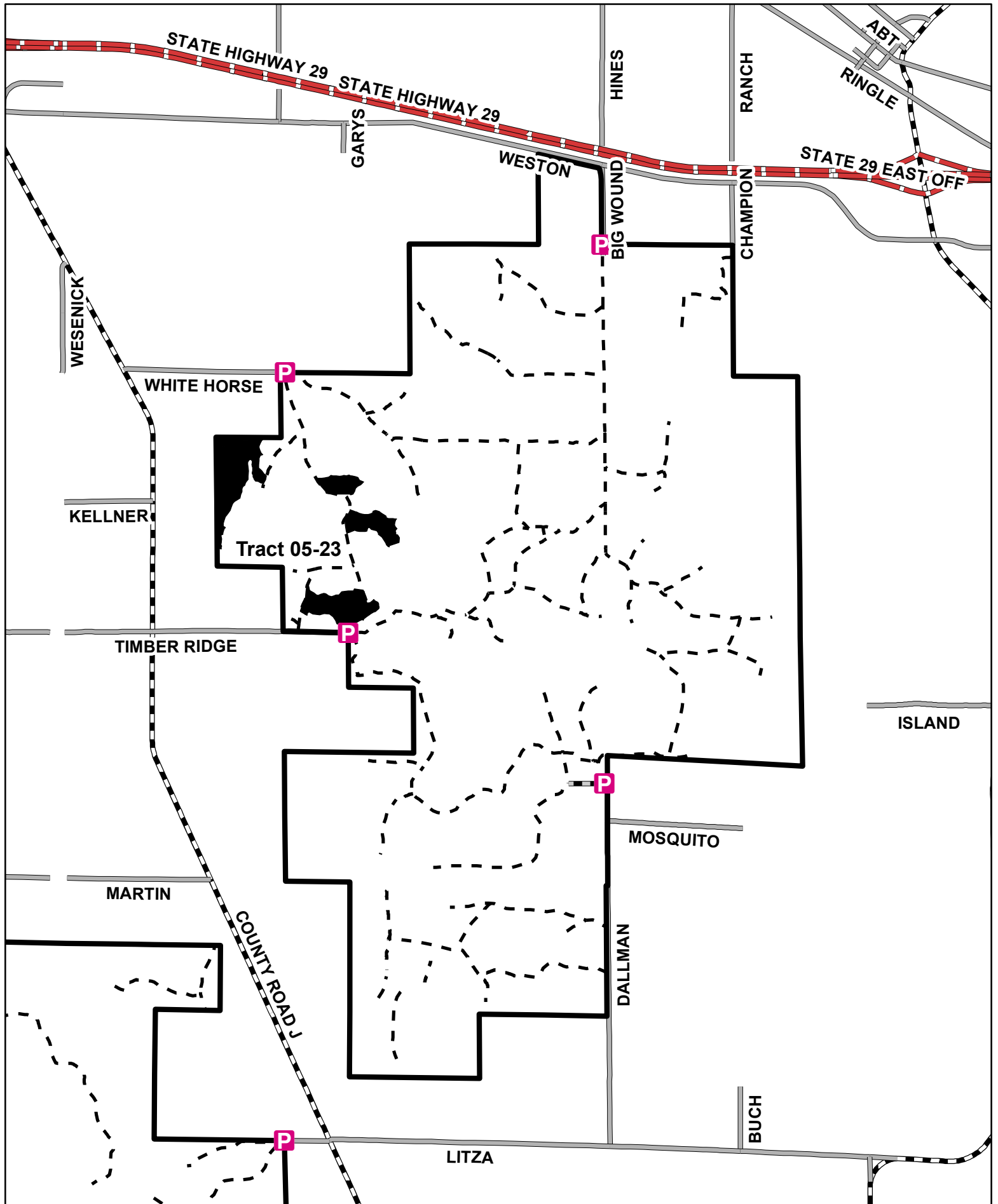
The bidder must sign and return our contract and a performance bond of at least 25% of the contract value within 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.



# Tract 5-23



# Ringle Forest Unit



**MARATHON COUNTY TIMBER SALE**  
**Hewitt-Harrison Forest Unit – September 2023**

**Tract # 06-23 DEER STAND MECCA**

<b>ESTIMATED VOLUMES</b>		
<b>SPECIES</b>	<b>PULPWOOD (TONS)</b>	<b>LOGS (MBF)</b>
Aspen	4450	
Mixed Hardwood	*200	**2.0
Biomass (Optional)	1550	

Location: Section 6, T.30N.-R.10E. (Town of Harrison)

Size: 96 Acres

Seasonal Time Frame: Frozen Ground

Contract Length: Contract must be completed by December 31, 2026.

\*Approximately 77% Red Maple, 9% White Birch, 6% Ash, 6% Black Cherry, & 2% All Other Hardwood

\*\*Includes All Other Hardwood

**TICKET/MILL SCALE SALE**

Cutting Regulations:

Area 1 – Aspen Coppice (96 acres in 5 blocks) – Cut all trees 1 inch and greater except oak and conifer.

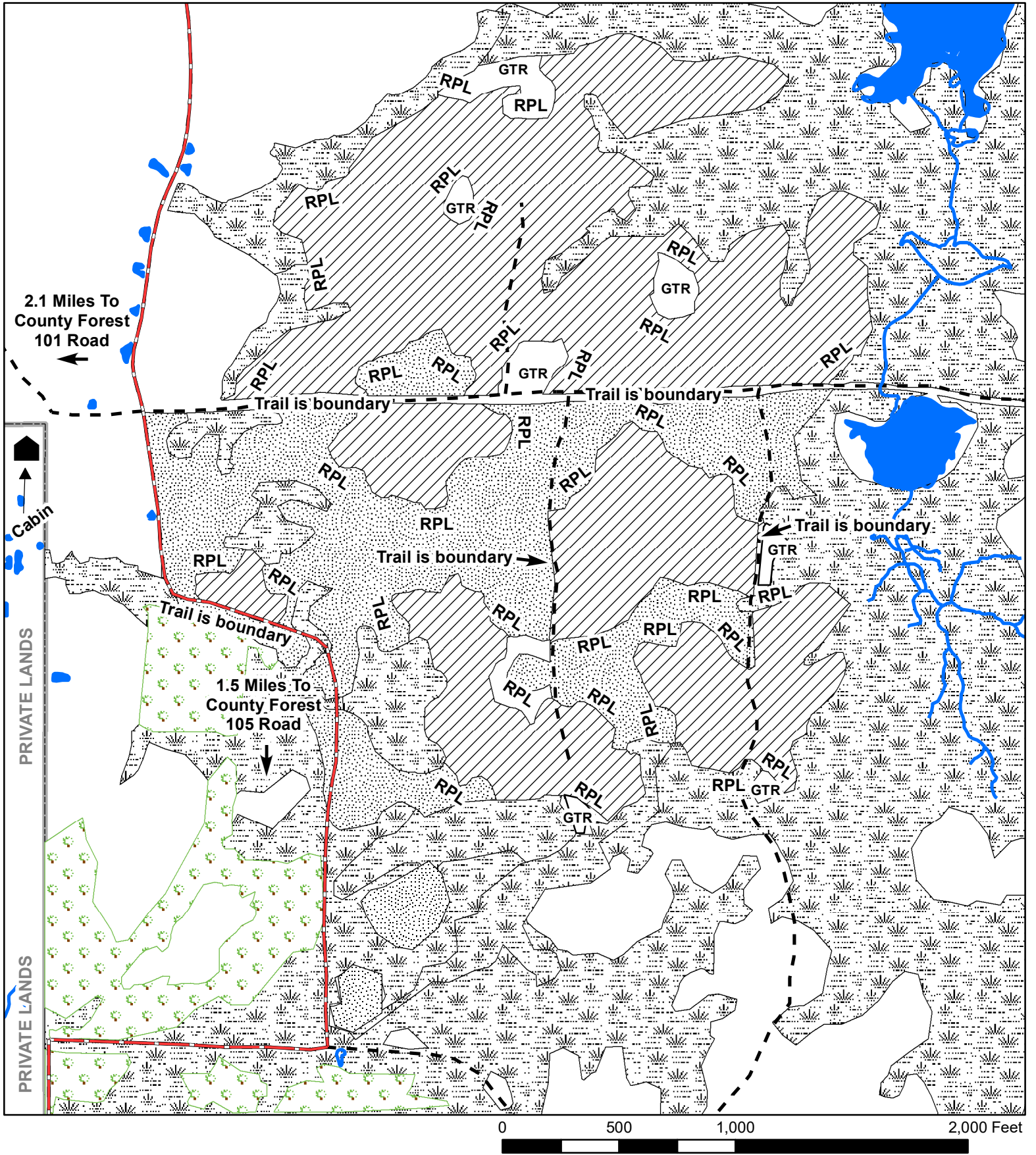
Roads/Trails/Decking Areas: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

Slash/Wildlife/Other: All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags unless they pose a safety risk to harvesting operations. If the snowmobile trail is "open," the department will work with the contractor to try and leave snow on the trail.









Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound  
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end  
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

The bidder must sign and return our contract and a performance bond of at least 25% of the contract value within 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.

# Tract 6-23

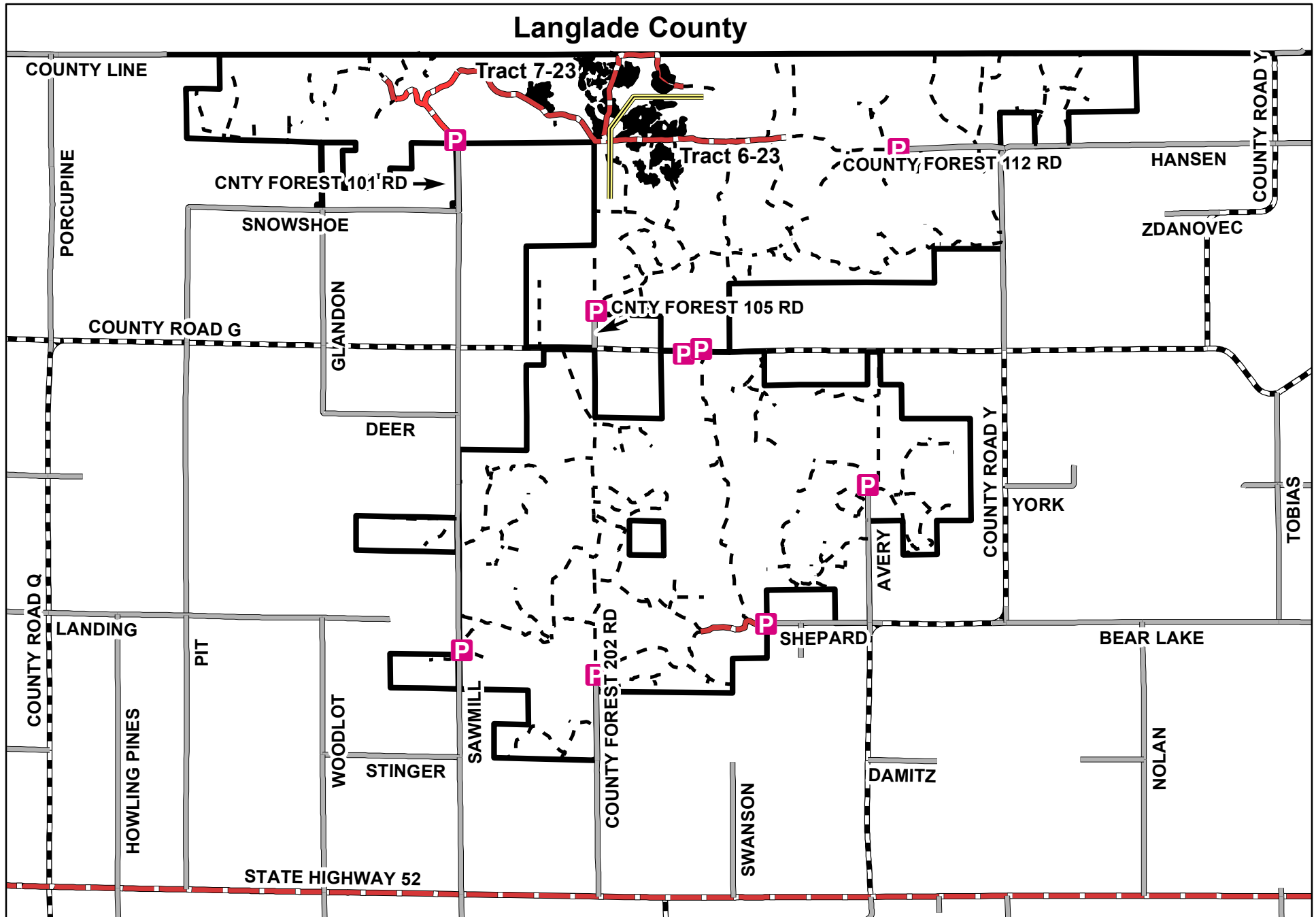


**Legend**

	Area 1: Aspen Coppice		Forest Unit Boundary	<b>RPL</b>	Red Paint Line
	40 Year Old Aspen		Streams		
	Spruce Plantation		Snowmobile Trail		
	Lakes/Ponds		Trails		



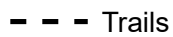
# Hewitt-Harrison Forest Unit



## Legend



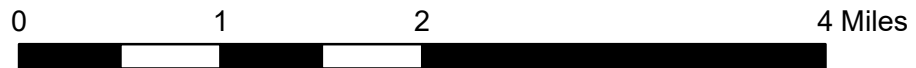
Parking Lots



Trails



Ditched/Built-Up Trails



**MARATHON COUNTY TIMBER SALE**  
**Hewitt-Harrison Forest Unit – September 2023**

**Tract # 07-23 ICY ALDER**

<b>ESTIMATED VOLUMES</b>		
<b>SPECIES</b>	<b>PULPWOOD (TONS)</b>	<b>LOGS (MBF)</b>
Aspen	4450	
Mixed Hardwood	**1000	***1
Spruce	*70	
Red Maple		22
Ash		2
Hard Maple		1
Biomass (optional)	2000	

Location: Section 1, T.30N.-R.9 E. (Town of Hewitt, Marathon County, WI) and Section 6, T.30N.-R.10E. (Town of Harrison, Marathon County, WI)

Size: 102 Acres

Seasonal Time Frame: Frozen ground only

Contract Length: Contract must be completed by December 31, 2026.

- \*Mixed products - cord and sawtimber volumes combined
- \*\*Approximately 90% Red Maple, 10 % all other hardwood
- \*\*\*Approximately 75 % Black Cherry logs, 25% all other hardwood

**TICKET/MILL SCALE SALE**

Cutting Regulations:

Area 1 – Aspen coppice (84 acres in 6 blocks) – Cut all trees 1 inch DBH and greater except for spruce and oak (unless marked with orange). Leave all green marked trees.

Area 2 – Red Maple shelterwood (13 acres in 7 blocks) – Cut all trees 1 inch DBH and greater except for spruce and oak (unless marked with orange). Leave all green marked trees.

Area 3 – Spruce thinning (5 acres in 1 block) – Cut all orange marked trees within spruce plantation. Avoid any aspen sapling pockets.

Roads/Trails/Decking Areas: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

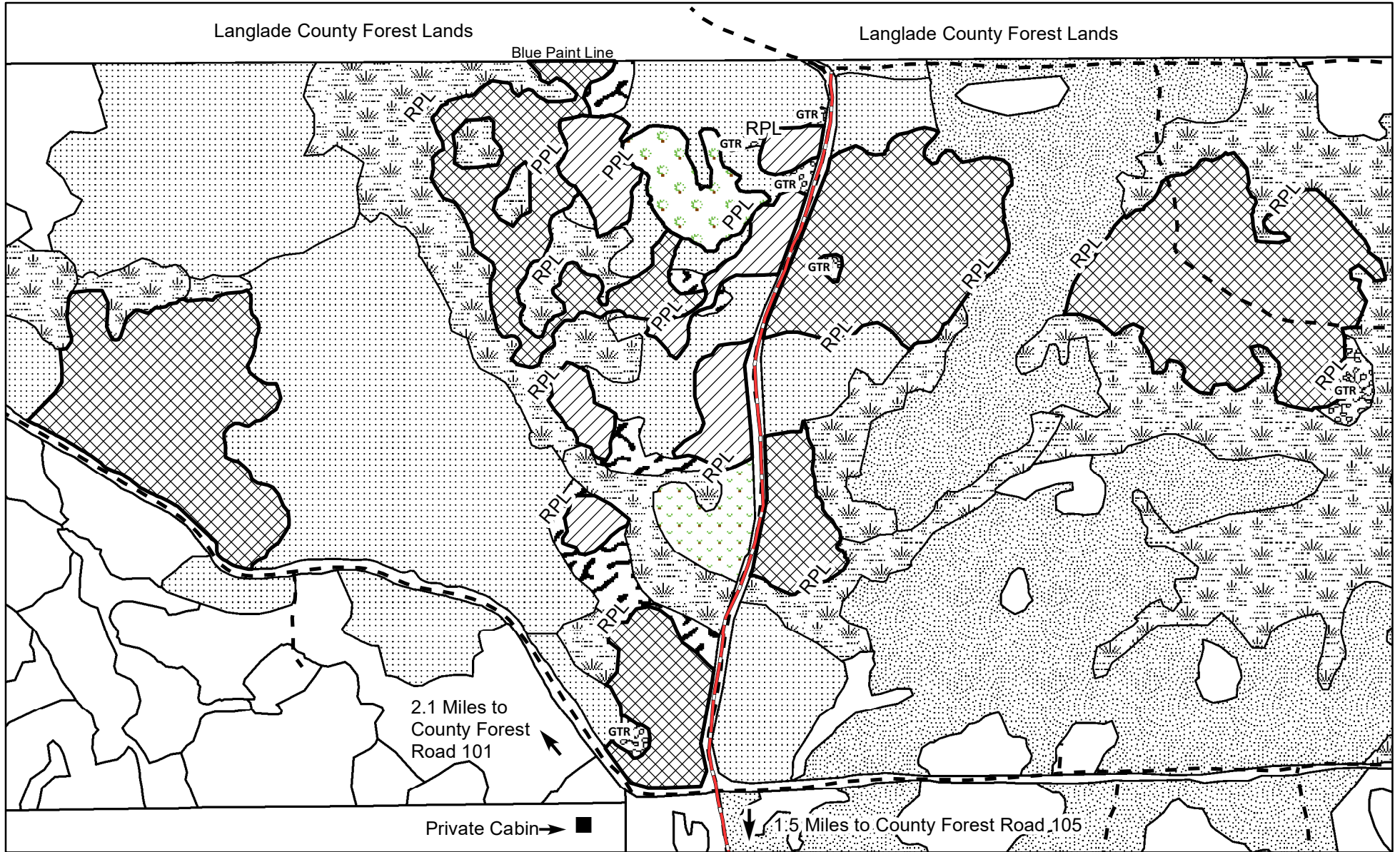
Slash/Wildlife/Other: All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10,” which shall not exceed 10.” Do not cut snags unless they pose a safety risk to harvesting operations. If the snowmobile trail is “open”, the department will work with the contractor to try and leave snow on the trail. No biomass harvesting within 50 feet of the eastern red paint lines of the far eastern aspen coppice block.

Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound  
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end  
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

The bidder must sign and return our contract and a performance bond of at least 25% of the contract value within 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.



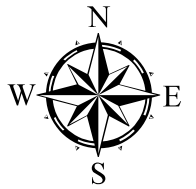
# Tract 7-23



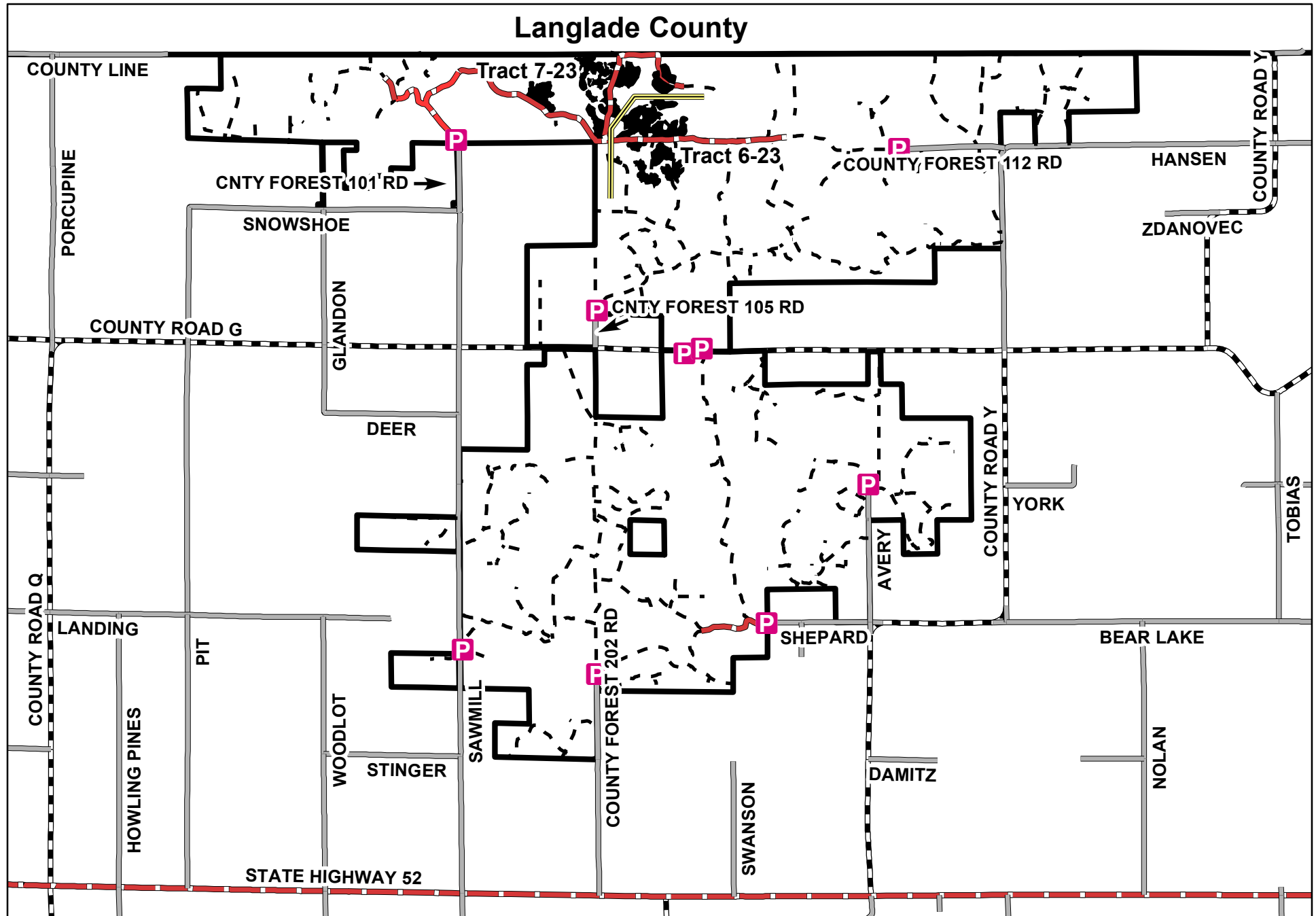
**Legend**

0 500 1,000 2,000 3,000 Feet

Area 1: Aspen Coppice	40 Year Old Aspen	Red maple Poles	Forestry Trails
Area 2: Red Maple Shelterwood	Young Aspen	Lowland Brush	Snowmobile Trails
Area 3: Spruce Thinning	Red Maple Sawtimber	GTR	RPL - Red Paint Line
		PPL - Purple Paint Line	



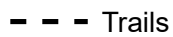
# Hewitt-Harrison Forest Unit



## Legend



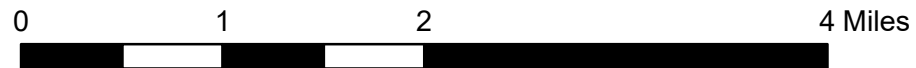
Parking Lots



Trails



Ditched/Built-Up Trails





1. Sustainable timber management (timber harvests) will continue following the approved County Forest Comprehensive Land Use Plan and the County Forest Law(28.11 Wis. Stats). Some trails may be periodically closed to allow harvesting due to the following:
  - It has become increasingly difficult to manage the timber resource with insect and disease restrictions that prohibit harvesting during specific time periods.
  - Cross country skiing has reduced harvesting in the winter within the core ski trail area.
  - In upland areas of Nine Mile harvesting may only occur between August 15 and November 15 in certain timber stands due to threatened and endangered species guidance. The Department of Natural Resources continues to draft new species guidance each year making timber harvesting from May 1-August 31 more challenging.
  - There are few areas that harvests may occur in year round.
  - Attempts will be made to minimize conflicts on recreational trail activities.
2. Dispersed recreation such as hunting, trapping, fishing, bird watching, hiking, backpacking and berry picking will continue to occur on all County Forest Lands according to the County Forest Law and Department of Natural Resources seasons and regulations.
3. Mountain biking and horseback **summer** riding season at Nine Mile County Forest begins May 1 to May 15, depending on trail conditions, to October 15 each year. ~~If trail conditions allow opening during the first three weeks of May.~~ Mountain biking and horseback riding will be allowed after 12:00pm daily **the month of May** to accommodate spring turkey hunters.
4. County ordinance prohibits the use of bicycles or riding horses on any designated trail seasonally closed.
5. Snow biking is prohibited on cross country ski or snowshoe trails **except at designated crossings.** ~~due to user conflicts and the biking season being closed. Exception: One winter triathlon event is approved utilizing fat tire bikes. (Approved by Forestry/Recreation Committee May 2019.)~~ **In certain areas snow bikes and snowshoers will be sharing the same trails. The majority of the trails will not be shared and portions will be double groomed.**
6. Class 1 and 3 pedal assist electric mountain bikes (eMTB) are allowed on County Forest lands. Class 2 throttle actuated E-bikes fall under the definition of a self-propelled motor bicycle and are prohibited by ordinance.
7. Cross country skiing, snowshoeing, **fat tire biking** and snowmobiling are allowed on designated trails when there is sufficient snow cover as determined by the Parks, Recreation and Forestry Department.
8. **Winter fat biking season coincides with the opening of the cross country ski and snowshoe trails as determined by the Parks, Recreation and Forestry Department.**
9. Cross country skiing and snowshoeing are allowed at any time off the designated trails according to County Forest Law.

10. Hiking, walking or running on ski, fat tire bike and snowshoe trails is prohibited.

11. Up to four high school cross country running races may be allowed at Nine Mile on or before October 15 each year. (Required Conference Cross Country Running Races are approved the 3<sup>rd</sup> Saturday in October, if two Conference events are requested for the same Saturday, one will be held in the AM and one will be held in the PM (Approved by Forestry/Recreation Committee January 2020.)
12. Organizers may apply to hold a special event by completing a Facility Use Agreement form available at the Park office. All events or trail based activities will be considered if the Parks, Recreation and Forestry Department receives an application no more than one year prior(365 days) to the year of the event and will receive priority. Any applications received less than six months prior to the event will be considered but may be rejected. If some events or trail based activities are not approved, Parks, Recreation and Forestry staff will assist in finding a different venue appropriate to be held if possible.

Applications will be evaluated using the criteria below:

- Resource Protection
- Safety
- Potential for User Conflicts
- Number of Events Already Scheduled (cap on events)
- Benefits to the Community
- Revenue Generation
- Date of Requested Event
- Community Support
- Evaluation of Event Plan
- Necessity to close down portions of the facility to the public
- Previously held Events

A maximum of six(6) weekend trail based special events can be held from May through October 15<sup>th</sup>. And of those six(6), only two(2) will be allowed between September 1<sup>st</sup> and October 15<sup>th</sup> to accommodate fall hunting seasons. Exception: An Ironbull bike gravel race is approved located on the Snowmobile trail only may occur the Saturday following October 15 each year. (Approved by Forestry/Recreation Committee May 2019.)

13. Charging fees for vehicle parking or admission fees for spectators to any events is prohibited at all County Forest Units under any circumstances.
14. The Park Commission has jurisdiction over the event or program if there is a conflict of use or multiple applications for events on the same date.
15. The Forestry/Recreation Committee has jurisdiction over all land use on the County forest. Any future changes or additions to these regulations will be presented to the Forest Citizen's Advisory Subcommittee for a recommendation to the Forestry/Recreation Committee. The decision of the Forestry/Recreation Committee will be final.

## **2023 GUN DEER SEASONS**

The 2023 deer season schedule is as follows:

- Youth Deer Hunt: October 7 – 8, 2023
- Gun Deer Hunt: November 18 – 26, 2023
- Muzzleloader: November 27 – December 6, 2023
- Statewide Antlerless Hunt: December 7–10, 2023
- Antlerless Only Holiday Hunt: December 24, 2023 – January 1, 2024

## **NINE MILE FOREST REMAINING EVENTS FOR 2023**

- \*1. Ragnar Race – September 18 – 25, 2023
2. Mosinee Cross Country Race – October 14, 2023
3. IronBull Granite Grinder Bike Race – October 14, 2023

\*Nine Mile Trails Closed to Public During Events