



MARATHON COUNTY FORESTRY/RECREATION COMMITTEE AGENDA

Date and Time of Meeting: Tuesday, October 31, 2023 at 1:00pm

Meeting Location: Conference Room #5, 212 River Drive, Wausau WI 54403

MEMBERS: Rick Seefeldt (Chairman), Tom Rosenberg (Vice-Chairman), Jean Maszk

Marathon County Mission Statement: *Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business.*

Parks, Recreation and Forestry Department Mission Statement: *Adaptively manage our park and forest lands for natural resource sustainability while providing healthy recreational opportunities and unique experiences making Marathon County the preferred place to live, work, and play.*

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 ten (10) minutes prior to the start time indicated above using the following number: Phone Number: 1-408-418-9388 Access Code: 2488 071 8520. 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!

Agenda Items:

1. **Call to Order**
2. **Public Comment (15 minute limit)** *(Any person who wishes to address the County Board, or one of its committees, during the "Public Comment" portion of meetings, must provide his or her name, address, and the topic he or she wishes to present to the Marathon County Clerk or chair of the committee, no later than five minutes before the start of the meeting.)*
3. **Approval of the Minutes of the Tuesday, October 3, 2023 Committee Meeting**
4. **Policy Issues for Discussion and Committee Determination**
 - A. Discussion and Possible Action by Committee
 1. 2024 Forestry/Recreation Committee Meeting Dates – January 4 Meeting
5. **Operational Functions Required by Statute, Ordinance or Resolution:**
 - A. Discussion and Possible Action by Committee
 1. Consider Timber Sale Extensions for Contracts Expiring December 31, 2023
 2. Consider Timber Bids and Award Contracts
 3. Consider Entering Into a Partition Fence Line Agreement with Wayne and Scott Hoffman
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration - None
6. **Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee**
 - A. Review and Consider Entering Into an Agreement with DNR on the Lake States Forest Management Bat Habitat Conservation Plan

7. Educational Presentations/Outcome Monitoring Reports

- A. Wisconsin County Forests Association Special License Plate Project
- B. Wisconsin County Forests Association Board of Directors Resolutions
- C. Department of Natural Resources Liaison Report – Jeff Sorenson
- D. Misconduct of the Governor’s Snowmobile Recreation Council

8. Next Meeting Date, Time, Location: Tuesday, December 5, 2023 at 1:00pm at 212 River Dr., Wausau, WI 54403, Room 5 or via Webex

- A. Announcements/Requests/Correspondence
- B. Future Agenda Items: Review and Consider Approving the 2024 Wildlife Work Plan, Review and Consider Approving the 2024 County Forest Work Plan, Application for County Forest Acreage Payment, County Fish and Game Projects Resolution, Comprehensive Land Use Plan Amendments

9. Adjournment

**SIGNED /s/ Thomas Lovlien
PRESIDING OFFICER OR DESIGNEE**

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 ONE BUSINESS DAY BEFORE THE MEETING.

EMAILED/FAXED TO: Daily Herald and other News Media Groups
EMAILED/FAXED BY: Jodi Luebbe
EMAIL/FAX DATE/TIME: October 25, 2023 3:00 p.m.

NOTICE POSTED AT COURTHOUSE:
By: _____
Date: _____
Time: _____ a.m/p.m.

Members present: Rick Seefeldt (chair)-(via Webex), Tom Rosenberg (vice-chair), Jean Maszk
Staff present: Tom Lovlien - Forest Administrator, Jamie Polley - Director

1. Call Meeting to Order – The meeting was called to order by Vice-Chair Rosenberg at 1:00pm, Rm. 5, 212 River Dr., Wausau. Official notice and the agenda for the meeting was posted publicly in accordance with State statutes.
2. Public Comment – none brought forward.
3. Approve Minutes – **Motion** / second by Jean Maszk / Rick Seefeldt to approve the minutes from the September 5, 2023 regular Forestry/Recreation Committee meeting. Motion **carried** by voice vote, vote reflected as 3-0.
4. Operational Functions Required by Statute, Ordinance or Resolution
 - A. Discussion and Possible Action by Committee
 1. Consider Timber Bids and Award Contracts – Lovlien said four bids from two bidders on the three tracts were received. All bids were below the appraised value so they cannot be sold. The second bid opening will take place at 1:30pm on October 25, 2023. Lovlien’s recommendation is that Committee reject all the bids in their entirety and open bids again on October 25, 2023. **Motion** / second by Rosenberg / Maszk to reject all the bids from the first timber sale bid opening and reopen bids on October 25, 2023. Motion **carried** by voice vote, vote reflected as 3-0.
 2. Consider Approving Revisions to the Nine Mile County Forest Event and Use Regulations – Lovlien explained that revisions to the regulations include an updated date for harvesting related to DNR species guidance, updated mountain biking and horseback riding dates, and clarifications for the fat tire bike and snowshoe trails and season. It was unanimously passed to send the revisions to this Committee at the September Forest Citizens’ Advisory Subcommittee meeting. **Motion** / second by Maszk / Seefeldt to approve the revisions to the Nine Mile County Forest event and use regulations. Motion **carried** by voice vote, vote reflected as 3-0.
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration – None
5. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee – None
6. Educational Presentations/Outcome Monitoring Reports
 - A. 2024 Parks, Recreation and Forestry Budget Update – Polley said overall there was a budget decrease of .6 percent from 2023 in the Department’s budget. She gave detail on expenses and revenues. Polley asked if there were any recommendations from this Committee about the budget. They would be given to the Environmental Resource Committee who will then make any recommendations for budget amendments to the Human Resources and Finance Committee. Lovlien said the forestry division expenses and revenues stayed pretty much the same from 2023 to 2024. Questions were answered.
 - B. DNR/County Partnership Meeting, Minutes and Discussion – Lovlien explained that County and DNR staff met to discuss past and future work. Items discussed were County forest time standards, 2021 wildlife update, county conservation aids project updates, forest certification, land use issues, forest health, and forest management. Questions were answered.
 - C. Ragnar Trail Wisconsin Update – The race is well organized and registration for the event was closed because it was considered full. Polley discussed the race itself.

- D. DNR Liaison Report – Sorenson was unable to attend the meeting and will email his report to members directly.
7. Next Meeting Date, Time, Location: Tuesday, October 31, 2023, 1:00 pm, Rm. 5 & Webex, 212 River Dr., Wausau WI 54403
- A. Announcements/Requests/Correspondence – Thoughts were given to Seefeldt who sits on the Rules and Review Committee and questioned if this Committee should have five people or stay with three.
- B. Future Agenda Items: Consider Timber Sale Extension Requests, Consider Timber Bids and Award Contracts, Agreement with DNR on the Bat Habitat Conservation Plan.
8. Adjourn – **Motion** / second by Maszk / Seefeldt to adjourn the meeting at 1:50 p.m. Motion **carried** by voice vote, vote reflected as 3-0.

Park Commission Tentative Meeting Dates 2024

1/4/24 11 AM or 1PM ERC is tentatively meeting 1/5/24 1PM

1/30/24

3/5/24

4/2/24

*4/30/24

6/4/24

7/2/24

7/30/24

9/3/24

10/1/24

11/5/24

12/3/24

*All meeting dates after April 2nd are subject to change based on Rules Review Committee direction in April 2024

TIMBER SALE EXTENSION REQUESTS**NOVEMBER 2023**

1. Sales that are 3 years old on December 31, 2023
(1st Extension Request)

<u>Contract #</u>	<u>Purchaser</u>	<u>% Completed by Volume</u>	<u>Season</u>	<u>Recommendations</u>
#697-20	Country Forest Products	0%	Winter Only	5% increase
#698-20	Wilson Forestry	0%	Winter Only	5% increase
#699-20	Koerner Forest Products	98%	Winter Only	0% increase

2. Sales that are 3 ½ years old on December 31, 2023
(1st Extension Request – Modification of Increase in May 2023)

#694-20	Briarton Logging	40%	Winter Only	From 10% to 5% increase
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3. Sales that are 4 years old on December 31, 2023
(2nd Extension Request)

#688-19	Tigerton Lumber Company	0%	Winter Only	10% increase
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Tigerton Lumber Co

October 17, 2023

Marathon County Forestry Committee

Tigerton Lumber Company requests an extension on contract 688-19. Our plan is to prep the access into the sale during Fall 2023 and start harvesting winter 2023-2024. Considering nonexistent pulpwood markets and the lack of dependable winter weather, we will try and commit to completing this sale. That said, we would like the extension to run until March 31, 2024 to allow for a full winter logging season.

Bunkelman Harvesting is the crew planned for this sale.

Thank You for your consideration.

Jon Holger
Forester
Tigerton Lumber Co
715-650-3480
Jhtlc1887@gmail.com

Tom Lovlien

From: wilsonforestry wilsonforestry <wilsonforestry@frontier.com>
Sent: Friday, October 6, 2023 10:11 AM
To: Tom Lovlien
Subject: [EXTERNAL] Re: Wilson Forestry Contract #698-20 Extension Request

Tom

Yes, I would like an extension. Our plan is to start harvesting as soon as we can this winter pending market quota constraints.

I understand the contract with the stumpage increase, however, why is Marathon co not following most other counties and the state with waiving the increase stumpage due to the volatility of the current market trends we have been having over the last few years. Clearly, the current state of the timber industry shows with the results of your latest bid packages. Maybe Marathon co should consider helping out the industry and good operations that work with your county during these hard times. A blind eye to the status of the industry is just going to eliminate more logging operations and thus counties will continue to see drastic reduction in bids and bid prices.

Wilson Forestry LLC
114701 Township Rd
Athens, WI 54411
715-316-8728

On Thursday, October 5, 2023 at 09:36:38 AM CDT, Tom Lovlien <tom.lovlien@co.marathon.wi.us> wrote:

Hi James,

Your winter-only sale with Marathon County expires December 31, 2023. The Forestry Committee will be meeting on October 31 to consider one-year extensions. If you'd like to request an extension, please email me by **October 20th** with your intent to finish the job. This sale is 3 years old with no activity. We will need a firm commitment from your company to finish the job this winter. If extended, the Committee will do so with increase in stumpage of 15% following the timber sale contract.

Best Regards, Tom.

Thomas Lovlien

Marathon County Forest Administrator



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



212 River Drive, Suite 2

Wausau, WI 54403

(715)261-1584 Office

(715)261-1565 Fax

Tom.lovlien@co.marathon.wi.us

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5-26-2023

Tom Lovlien

From: Tom Lovlien
Sent: Friday, May 26, 2023 8:22 AM
To: Nathan Zelten
Cc: Joseph Tucker
Subject: RE: [EXTERNAL] Re: Timber Sale Extension Requests Due April 17
Attachments: 20230526_080323.pdf

Importance: High

Hi Nate,

Attached is the extension on this contract. Please print, sign and mail a copy back by June 2, 2023. Thanks, Tom.

Thomas Lovlien
Marathon County Forest Administrator



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



212 River Drive, Suite 2
Wausau, WI 54403
(715)261-1584 Office
(715)261-1565 Fax
Tom.lovlien@co.marathon.wi.us

From: Nathan Zelten <natezelten@gmail.com>
Sent: Friday, March 31, 2023 7:13 AM
To: Tom Lovlien <Tom.Lovlien@co.marathon.wi.us>
Subject: [EXTERNAL] Re: Timber Sale Extension Requests Due April 17

Hi Tom, I would like ask for an contract extension on sale 5-20. Due to poor winter conditions we had to pull off sale before we were able to finish.

On Fri, Mar 17, 2023 at 12:08 PM Tom Lovlien <Tom.Lovlien@co.marathon.wi.us> wrote:

Hi Nate,

The Forestry Committee will be meeting on May 2 to consider extensions on expiring contracts. If you'd like to request another extension, please email me by April 17th with your intent to finish the job. If extended, it is very likely that the Committee will do so with an increase in stumpage in the 10 -15% range as they indicated last December that they will be returning to the normal policy on contract extensions in 2023. Please let me know if you have any questions.

Tom Lovlien

From: Country Forest Products <countryforestproducts@gmail.com>
Sent: Tuesday, October 24, 2023 10:52 AM
To: Tom Lovlien
Cc: PAT SCHREINER
Subject: [EXTERNAL] Re: Country Forest Products Contract #697-20 Extension Request

Hi Tom, Joe and Forestry Committee,

Thanks for your consideration on the matter of requesting an extension of time to complete the sawmill road timber sale.

Country Forest Products has every intention of completing this timber sale in the 2023-2024 winter season. My winter schedule of 2022-2023 was disrupted by mild weather and a rain event in late January that was beyond my control. We mobilized the dozer three different times, trying to freeze up the road. We will attempt to freeze the road again this winter season, and complete the sale.

Thank You,

Pat Schreiner

Country Forest Products, Inc.
Long Lake Lumber, Co.
133 Division St. - Withee, WI 54498
Office: 715-229-9205
FAX: 715-229-2742

On Mon, Oct 23, 2023 at 9:21 AM Tom Lovlien <Tom.Lovlien@co.marathon.wi.us> wrote:

Hi Pat,

Thanks for the call the other day to discuss extensions. Please send in your request for an extension by 8:00 AM Wednesday October 25th so I can add it to the Forestry/Recreation Committee packet for their consideration on October 31st. Staff will be recommending a smaller increase than the 15% as first communicated. Thanks you, Tom.

From: Tom Lovlien <Tom.Lovlien@co.marathon.wi.us>
Sent: Thursday, October 5, 2023 9:41 AM
To: PAT SCHREINER <plbg@gmail.com>
Cc: COUNTRYFORESTPRODUCTS@GMAIL.COM
Subject: Country Forest Products Contract #697-20 Extension Request

Hi Pat,

Your winter-only sale with Marathon County expires December 31, 2023. The Forestry Committee will be meeting on October 31 to consider one-year extensions. If you'd like to request an extension, please email me by **October 20th** with your intent to finish the job. This sale is 3 years old with no activity. We will need a firm commitment from your company to finish the job this winter. If extended, the Committee will do so with increase in stumpage of 15% following the timber sale contract.

Best Regards, Tom.

Thomas Lovlien

Marathon County Forest Administrator



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



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Tom.lovlien@co.marathon.wi.us

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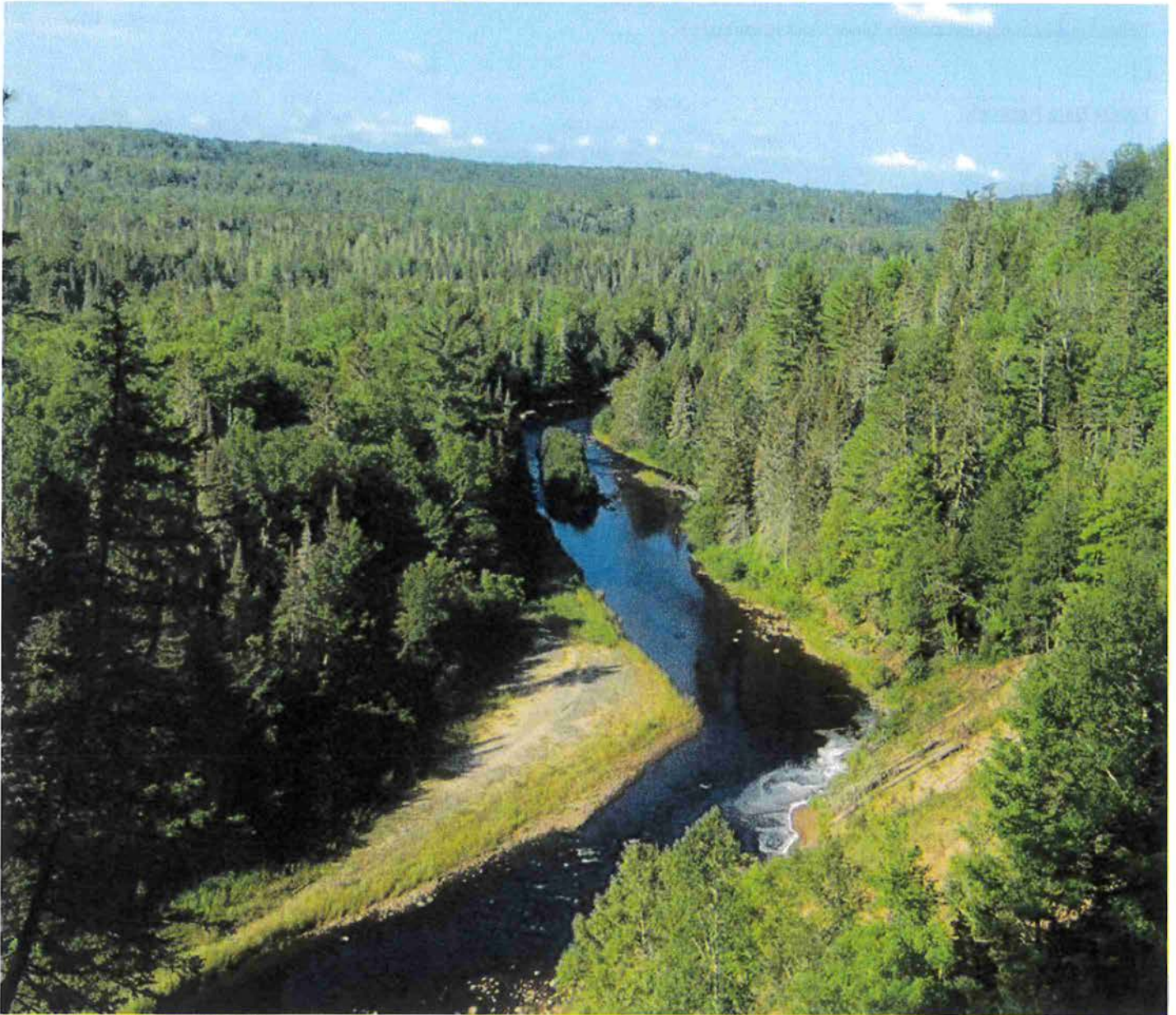


Photo courtesy of Keep the U.P. Wild

Very soft demand for timber and cordwood was readily apparent in comments from people managing Lake States timber businesses at the end of the third quarter. “These are the worst markets I’ve seen in my career — going back 50 years”, was how one manager for a Northern Wisconsin landowner described it. A forest manager from the Northern lower peninsula of Michigan said that their business had worked to make several sales through the summer with none of the efforts bringing success.

The low demand decreased the volume of wood sold in all three Lake States in the July-September period, with volumes sharply reduced but many index prices holding surprisingly steady. There were an abundance of no-bid auctions, and also sales that were withdrawn.

The lowest volumes for FDN data collected were in Wisconsin (where volumes in many quarters are the highest). Several short-term mill closures for maintenance within the state and near the border in the Upper Peninsula of Michigan impacted the flow of wood. Also, unexpectedly high inventories at the beginning of the quarter were reported by several mills.

Anecdotally, market participants described the hardwood pulp market to be the weakest part of the Northern forest economy in the quarter. But that was reflected more in volumes withdrawn than in reduced prices. In Michigan’s Upper Peninsula, lower cordwood volumes sold at stable prices (particularly in maple, oak, and pine). In the state’s Lower Peninsula, oak cordwood prices fell, but sawlog prices slightly increased.

Minnesota volumes suffered as well. And the one black walnut sale recorded by FDN showed a price drop of 50%.

However, pine sawlog prices were healthy, showing increases in all three states. In Minnesota, pine sawlog prices have hit a new high for the last five years.

Landowners and managers all are expressing that the oversupply in inventories is near an end, and demand for pulpwood resumes to complete the necessary components for viable harvest scenarios for loggers and landowners.

“ I used FDN reports for about a year planning a harvest. They were helpful in the process of talking to multiple loggers for the harvest.

A Mackinac region Michigan forest landowner



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1. [Timber Track](#)

Challenges in Lake States Timber: A Look at the Third Quarter

Check out our findings on our 3Q data deep dive...



FDN Staff October 11, 2023

MARATHON COUNTY TIMBER SALES

October 25, 2023

TRACT		BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
5-23		*Flannel Fleet	^Futurewood Corp.			
Aspen 4"	3300 Tons	\$6.55	\$7.11			
Mixed Hardwood 4"	800 Tons	\$7.15	\$7.11			
Basswood 4"	70 Tons	\$4.10	\$2.00			
Basswood Logs	3.0 MBF	\$110.00	\$90.00			
Red Maple Logs	2.0 MBF	\$170.00	\$90.00			
Ash Logs	2.0 MBF	\$140.00	\$90.00			
Mixed Hardwood Logs	1.0 MBF	\$170.00	\$90.00			
Tops/Biomass	1250 Tons					
		<u>TOTAL \$28,742.00</u>	<u>TOTAL \$30,011.00</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>
6-23		*Flannel Fleet				
Aspen 4"	4450 Tons	\$6.55				
Mixed Hardwood 4"	200 Tons	\$7.15				
Mixed Hardwood Logs	2.0 MBF	\$170.00				
Tops/Biomass	1550 Tons					
		<u>TOTAL \$30,917.50</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>
7-23		*Flannel Fleet				
Aspen 4"	4450 Tons	\$6.70				
Mixed Hardwood 4"	1000 Tons	\$7.25				
Spruce 4"	70 Tons	\$6.70				
Red Maple Logs	22.0 MBF	\$180.00				
Ash Logs	2.0 MBF	\$145.00				
Hard Maple Logs	1.0 MBF	\$180.00				
Mixed Hardwood Logs	1.0 MBF	\$170.00				
Tops/Biomass	2000 Tons					
		<u>TOTAL \$42,134.00</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>	<u>TOTAL \$</u>

*Awarded

^Bid rejected by Forestry Committee for not including 10% bid security

CHAPTER 90

FENCES

90.01	Fence viewers.	90.10	Compulsory repair of fence.
90.02	Legal fences; space between ground and bottom.	90.11	Cost of repairs.
90.03	Partition fences; when required.	90.12	Apportionment of cost of fence.
90.035	Public fences.	90.13	Partition fence on newly enclosed land.
90.04	Effect of fences on action for trespass by animals.	90.14	Fence on town line.
90.05	How partition made.	90.15	Fees of viewers; neglect of duty.
90.06	Relocation of fence.	90.16	Record of partition.
90.07	Division of partition fence.	90.20	Fencing of farm-raised deer that are not white-tailed deer.
90.08	Partition of fences in water.	90.21	Fencing of farm-raised deer; white-tailed deer.
90.09	Partition when land bounded by water.		

90.01 Fence viewers. The supervisors in their respective towns, the alderpersons of cities in their respective aldermanic districts, and the trustees of villages in their respective villages shall be fence viewers.

History: 1971 c. 304 s. 29 (1); 1993 a. 184.

This chapter's plain language, when read in light of s. 990.01 (42), unambiguously authorizes a city to administer the enforcement procedures of ss. 90.10 to 90.12. *White v. City of Watertown*, 2019 WI 9, 385 Wis. 2d 320, 922 N.W.2d 61, 16–2259.

Town supervisors are not authorized by this chapter to settle boundary disputes. 70 Atty. Gen. 187.

90.02 Legal fences; space between ground and bottom. (1) In this section, “high tensile wire” means wire with a tensile strength of 1,235 to 1,450 mega pascals or 179,000 to 210,000 pounds per square inch.

(1m) The following and none other are legal and sufficient fences:

(a) A fence of strong woven wire not less than 26 inches wide with 3 barbed wires or 3 high tensile wires above.

(b) A fence of strong woven wire not less than 30 inches wide with 2 barbed wires or 2 high tensile wires above.

(c) A fence of strong woven wire not less than 46 inches wide with one barbed wire or one high tensile wire above.

(d) A fence of strong woven wire not less than 50 inches wide.

(e) A fence of boards firmly fastened to posts well set, not more than 8 feet apart, the space between the boards to the height of 30 inches to be not more than 6 inches and at no point to be more than 10 inches.

(f) A fence of 2 boards with 3 barbed wires or 3 high tensile wires above, firmly fastened to sufficient posts well set not more than 8 feet apart, the space between the boards to be not more than 6 inches.

(g) A fence of 3 or more wires not less than No. 12, with pickets not less than 4 feet long properly woven in or fastened thereto, and set not more than 6 inches apart.

(h) All fences consisting of rails, boards, wires or walls, or any combination thereof, and all brooks, rivers, ponds, creeks, ditches, or hedges, which shall, in the judgment of the fence viewers, be equivalent to either of the fences before mentioned.

(i) The following minimum requirements shall constitute a standard electric fence and shall be a legal fence when agreed to in writing by the adjoining property owners. Such a fence shall consist of 2 strands of strong, tightly stretched wire, charged by a standard approved electric or battery fencer, and the top wire not over 36 inches and not less than 34 inches from the ground, measured at the post, and firmly fastened with insulators to sufficient post, firmly set, and not over 2 rods apart.

(j) A fence not less than 48 inches high of 4 or more barbed wires or high tensile wires spaced evenly on a steel post of any diameter or on a wood post at least 3 inches in diameter. Existing fences of a lesser standard are legal until they are rebuilt, repaired or replaced.

(2) The strands of woven wire shall not be smaller than No. 12 wire and the cross wires shall not be smaller than No. 16 wire; the strands shall not be more than 8 inches apart, and the cross wires not more than 12 inches apart. All wires must be tightly stretched and securely fastened to sufficient posts firmly set not more than 16 feet apart, except as provided in sub. (1m) (f) or (i) and except that the posts may be set not more than 20 feet apart if the wire is high tensile wire. The space between barbed wires or high tensile wires shall not exceed 8 inches; and the space between the top board or upper edge of woven wire and the bottom barbed wire or high tensile wire shall not exceed 6 inches.

(3) Fences shall not be less than 50 inches high, and the bottom of the fence shall be not more than 4 inches from the ground, measurements to be made at the posts.

History: 1995 a. 41, 225, 417.

90.03 Partition fences; when required. The respective occupants of adjoining lands used and occupied for farming or grazing purposes, and the respective owners of adjoining lands when the lands of one of such owners is used and occupied for farming or grazing purposes, shall keep and maintain partition fences between their own and the adjoining premises in equal shares so long as either party continues to so occupy the lands, except that the occupants of the lands may agree to the use of markers instead of fences, and such fences shall be kept in good repair throughout the year unless the occupants of the lands on both sides otherwise mutually agree.

History: 1995 a. 41.

90.035 Public fences. Where the 2 parties, one of whom is the state or a subdivision thereof, agree that a fence is reasonably necessary, the duty to erect and maintain partition fences shall apply equally to the state, as provided in s. 90.03, and its subdivisions as occupants of lands whenever such lands are bounded by privately owned agricultural or grazing lands.

90.04 Effect of fences on action for trespass by animals. Owners of lands who do not maintain and keep in repair lawful partition fences may not recover any damages for trespasses by the animals of owners of any adjoining lands with whom partition fences might have been maintained if such lands had been enclosed; but the construction of such a fence does not relieve the owner of swine, horses, sheep or goats from liability for any damage they commit upon the enclosed premises of an adjoining owner.

History: 1995 a. 148.

90.05 How partition made. (1) (a) Every partition of a fence or of the line upon which partition fences are to be built between owners of adjoining lands, after being recorded in the town clerk's office, obligates the owners, their heirs and assigns to build and maintain the fence in accordance with the partition, if any of the following conditions is met:

PARTITION FENCE AGREEMENT

In consideration of the mutual promises between Marathon County, hereinafter called COUNTY, and Wayne Hoffman and Scott Hoffman , whose address is 111034 Frahm Road, Athens, WI 54411;

IT IS HEREBY AGREED that a partition fence shall be constructed in accordance with Chapter 90, Wis. Stats., at the following location: The East ½ of the South line of the North 10 acres, the West line of the South ½ of the North ½, and the West line of the North ½ of the South ½, all being part of the Southwest ¼ of Section 29, Township 30 North, Range 3 East, Town of Bern, Marathon County, Wisconsin.

IT IS FURTHER AGREED as follows:

1. The COUNTY shall provide the following materials for said fence:
 - A. 100 steel posts per quarter mile of fence to be constructed (100 posts).
 - B. Sufficient barbed wire to construct a four-wire fence (4 rolls of wire).
2. Wayne and Scott Hoffman acknowledges receipt of the aforementioned materials and agrees to construct the fence in accordance with the following specifications:
 - A. The posts shall be placed between 13 and 14 feet apart wherever practical. In no event shall they be placed more than 16 feet apart.
 - B. There will be at least four strands of wire fastened to the posts, said wires to be evenly spaced, and said fence to be at least 48 inches high.
 - C. The fence shall be built on the existing partition line. In the event that no partition division has been properly made, a division shall be requested by the parties prior to any construction being commenced.

IT IS FURTHER AGREED that Wayne and Scott Hoffman, upon receiving free of charge the above materials, shall construct the entire partition fence between the above stated properties on or before July 30, 2024.

This agreement is entered into by the parties under the following assumptions:

1. If Wayne and Scott Hoffman fails to construct the subject fence on or before the above-mentioned date, all materials furnished by the COUNTY shall be returned in the condition they were received or the COUNTY will be reimbursed by him for the value of the materials received.
2. If Wayne and Scott Hoffman fails to construct the subject fence on or before the above-mentioned date, COUNTY will proceed in accordance with the procedure set out in Sec. 90.11, Wis. Stats.
3. The parties are entering into this agreement with full knowledge that it is different than the standard partition fence agreement wherein one-half of the labor and materials would be supplied by each party.
4. Wayne and Scott Hoffman agrees to build the fence as close to the boundary line as is practical, and both parties hereby relinquish any rights which they may obtain by adverse possession arising out of the fact that the fence has not been constructed exactly on the boundary line. If said fence is not constructed exactly on the

boundary line, then for purposes of adverse possession only, and to prevent from taking title under a claim connected with the partition fence, the COUNTY hereby grants permission to Wayne and Scott Hoffman to construct the fence in the location which gives rise to his claim.

5. Wayne and Scott Hoffman agrees to make ordinary repairs and furnish materials for such repairs as necessary to maintain the fence in accordance with Chapter 90, Wisconsin Statutes.

6. The parties agree that this contract shall be binding upon their heirs, successors and assigns.

Dated this _____ day of _____, 20__.

In witness whereof the parties have caused this instrument to be executed on their behalf by duly authorized persons.

MARATHON COUNTY

BY: _____

Wayne Hoffman

Scott Hoffman

State of Wisconsin)
County of Marathon)

Personally came before me this _____ day of _____ A.D., 20 __,

the above-named _____ to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public
My Commission expires

Drafted by: Thomas G. Lovlien
County Forest Administrator



Lake States Forest Management Bat Habitat Conservation Plan

Reset

Save

Submit by Email

Template Landowner Agreement and Certificate of Inclusion

1.0 Landowner Information

Landowner Name: Marathon County

Authorized Representative (if applicable): Tom Lovlien

Address: 212 River Dr Suite 2 Wausau, WI 54403

Phone: 715-261-1550

Email: tom.lovlien@co.marathon.wi.us

2.0 Description of Enrolled Lands

This Landowner Agreement applies to forestlands located on tax parcel(s) See Attached (and) in Township, Range, and Section, in Marathon County(s), Wisconsin (hereinafter "enrolled lands"). The enrolled land total 26,383 acres and comprise approximately 95 % deciduous forest, 0 % mixed forest, and 5 % coniferous forests. The enrolled lands are delineated on Exhibit A, *Location of Enrolled Lands*, attached hereto. Any overlap between the enrolled lands and covered bat hibernacula or known roost trees are depicted in the selected exhibits below.

- Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost.*
- Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum.*
- Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum.*
- None of the above.

DNR USE ONLY

Landowner Agreement and Certificate of
Inclusion No. WIBatHCP0013
August 2023

3.0 Covered Species

This Landowner Agreement, through the Certificate of Inclusion (Section 13), authorizes incidental take by the Landowner, subject to the terms and conditions expressed herein, of the following species (collectively, "covered species"): Indiana bat (*Myotis sodalis*), little brown bat (*Myotis lucifugus*), northern long-eared bat (*Myotis septentrionalis*), and tricolored bat (*Perimyotis subflavus*).

This Landowner Agreement and Certificate of Inclusion does not apply to any other state or federally listed threatened or endangered species except the four bat species listed above. Incidental take authorization or impact avoidance for any other protected species will need to be pursued separately, in consultation with the appropriate state or federal wildlife agency.

4.0 Covered Activities

Upon full execution of this Landowner Agreement, the Landowner will receive incidental take authorization for covered species for the below-selected activities on enrolled lands so long as those activities are implemented consistent with the terms and conditions of this Landowner Agreement and the Lake States Forest Management Bat Habitat Conservation Plan (Lake States Bat HCP). Incidental take authorized for covered species does not extend to any activity which is not explicitly identified in this Landowner Agreement as a covered activity.

- Conduct a maximum of 37,500 acres of timber harvest and forest management on enrolled lands over the duration of this Landowner Agreement with a maximum of 3,750 acres of timber harvest occurring in any 5-year period. Covered forest management activities include the regeneration and intermediate harvest, salvage/sanitation, and the construction of temporary roads associated with timber harvests.
- Conduct a maximum of 500 acres of prescribed fire and firebreak creation (e. g. tree cutting) over the duration of this Agreement with a maximum of 50 acres of prescribed fire and firebreak creation occurring in any 5-year period.
- Counties Only:** Construct and maintain **permanent** roads and trails for forest management access and public recreation on county land. This includes routine maintenance such as removing hazard trees, cutting or trimming trees to maintain or widen the road corridor, and removing trees to install or maintain culverts and bridges. Conduct a maximum of 20 miles of county forest road and trail construction and maintenance over the duration of this Landowner Agreement with a maximum of 2 miles of county forest road and trail construction and maintenance occurring in any 5-year period. Do not include an estimate of *temporary* road construction during timber harvest as that acreage is already included in the first activity above.

DNR USE ONLY

Landowner Agreement and Certificate of
Inclusion No. WIBatHCP0013
August 2023

5.0 Required Conservation Actions

Upon full execution of this Landowner Agreement, the landowner shall conduct the applicable conservation actions indicated below when conducting covered activities on the enrolled lands.

Implement Wisconsin Department of Natural Resource (DNR) Retention Guidelines in Forest Habitat. Program participants must implement the applicable retention guidelines established in the *Wisconsin Silviculture Guide* (Wisconsin Department of Natural Resources 2023, Pub. FR-805). The retention guidelines guide forest management activities. DNR is available to help applicants and enrollees understand how retention guidelines will apply to their anticipated forest management activities. A summary of Wisconsin's retention guidelines is provided below.

- **Snag Retention:** For *all harvests*, retain as many snags as possible, but ≥ 3 (if available) preferably large snags (>12 inches diameter at breast height [dbh]) per acre. Encourage snag diversity (species and size) to provide the greatest array of benefits. Consider retaining ≥ 3 trees per acre to develop into large, old trees and to complete their natural lifespan. These trees will often become large snags and coarse wood debris.
- **Percent of Harvest to Remain in Uncut Patches:** For *even-aged harvests*, encouraged in all stands, but recommended that in stands greater than 10 acres, retain 5%–15% of crown cover or stand area. For *uneven-aged harvests*, retain ≥ 3 (if available) preferably large, cavity trees per acre. Retain ≥ 3 (if available) preferably large, mast trees per acre. Consider retaining ≥ 3 trees per acre to develop into large, old trees and to complete their natural lifespan.
- **Retention Tree Patch Size:** For *all harvests*, trees retained can be scattered uniformly throughout a stand or irregularly dispersed, as single trees, groups, and patches. Groups and patches in even-aged harvests should be >0.1 acres and generally <2 acres, but they can be larger as well. Patches larger than 2 acres should be documented.
- **Retention Tree Patch Location:** For *all harvests*, retention tree patches should be located to complement management objectives or to respond to stand conditions, such as along Riparian Management Zones (RMZs), to increase connectivity between stands, or to protect sensitive sites or endangered resources.
- **Riparian Corridor Tree Retention:** For *all harvests*, retention tree patches can be placed near RMZs and to protect sensitive sites (e.g., vernal pools) or endangered resources. RMZ (i.e., 100 feet from lakes, designated trout streams, streams ≥ 3 feet wide; 35 feet from streams ≤ 3 feet wide) guidelines include retention of at least 60 square feet (ft^2) of basal area per acre in evenly distributed trees 5 inches dbh and larger along all lakes and streams ≥ 1 foot wide.
- **Other Preferred Retention Tree Characteristics:** For *all harvests*, retention of both vigorous and decadent trees will provide an array of benefits. Retain older trees with large size and rough bark. Species diversity is generally encouraged, including locally uncommon species and mast trees. Trees retained can be scattered uniformly throughout a stand or irregularly dispersed, as single trees, groups, and patches. The general recommended strategy is to retain irregularly distributed patches along with scattered groups and individuals. Retention in aggregated patches generally provides the most benefits to wildlife and biodiversity.

DNR USE ONLY

Landowner Agreement and Certificate of
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Protect known occupied maternity roost trees. Program participants that own land with or within 150-feet of a known occupied maternity roost trees as indicated in Exhibits B are required to protect those features (check if applicable – see section 2.0 above).

- For the locations indicated in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, avoid tree harvest year-round.

Protect known hibernacula entrances. Program participants that own land within 0.25 miles of a known hibernacula entrances as indicated in Exhibit C are required to protect those features (check if applicable – see section 2.0 above).

- For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, no timber harvests and disturbance from noise (85 decibels at a distance of 50 feet), such as pile-driving and blasting, year-round. If needed for improving habitat for covered bats, timber harvest may be allowed in conjunction with DNR with written approval and explicit expression of the habitat management need and objective.

Minimize impacts of prescribed fire on roosting and hibernating bats. Program participants planning to conduct prescribed burning on enrolled lands are required to follow all applicable measures, as indicated by a checked box below (check if applicable – see section 2.0 above).

- For the locations indicated in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, no prescribed burns between June 1 and July 31.
- For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, fire intensity must be reduced between April 15 and May 14, and between August 16 and October 15 unless the fire prescription is needed to create high-quality habitat for bats.
- Ensure wind will carry smoke away from the entrance(s) of any known hibernacula.

Minimize impacts on roosting and hibernating bats from maintenance and construction of permanent county forest roads and trails. As part of the Landowner Enrollment Program, county program participants planning to maintain and construct permanent county forest roads and trails are required to follow all applicable measures, indicated by a checked box, listed below.

Maintenance of Existing County Forest Roads and Trails

- For the locations identified in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, no tree removal between April 15 and October 15.
- For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, no tree removal may be conducted unless tree removal is necessary for hazard trees or road maintenance for public safety, in which case such removal should occur when impacts are lowest (i.e., between November 1

and March 15, or between May 15 and June 1) if feasible and appropriate in light of risks to public safety, unless immediate removal is necessary.

- For the locations indicated in Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum*, no tree removal may be conducted between August 16 and October 15, or between April 15 and May 14.
- For activities associated with existing culverts greater than 36 inches in diameter or bridges during the active season (March 1 – October 31), the structure must be inspected to determine the presence or absence of covered bat species. If covered species are absent from the structure, no additional conservation measures are required. If covered species are present, additional consultation with USFWS is required for the activity to proceed during the active season (March 1 - October 31). Work on existing culverts and bridges that will take place outside the active season (November 1 – February 28) have no additional conservation measures and do not require inspection for bat use.

Construction of New County Forest Roads and Trails

- For the locations identified in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, no building new roads or trails.
- For the locations identified in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, no building new roads or trails.
- For the locations indicated in Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum*, no tree removal between August 16 and October 15, and between April 15 and May 14.
- No removal of trees that are 9 inches dbh or greater may be conducted between June 1 and July 31.

6.0 Annual Compliance Reporting

The Landowner shall annually fill out and submit to DNR Exhibit E, Landowner Enrollment Program Annual Compliance Report, summarizing covered activities performed and conservation actions implemented on the property over the previous year. The annual compliance reporting period is January 1 through December 31, and the Landowner Enrollment Program Annual Compliance Report shall be submitted to DNR by March 31, of the following year.

The information provided within the Landowner Enrollment Program Annual Compliance Report is included in DNR's annual report, which is submitted annually to the Service in compliance with the Lake States Bat HCP and incidental take permit.

DNR Use Only

Landowner Agreement and Certificate of
Inclusion No. WIBaIHCP0013
August 2023

7.0 Compliance Verification

The Landowner shall allow DNR staff to inspect the enrolled lands to confirm that conservation measures have been implemented and maintained consistent with this Landowner Agreement, the Lake States Bat HCP, and U.S. Fish and Wildlife Service (the Service) incidental take permit. DNR will strive to provide a 30-day notice prior to inspection but reserves the right to inspect at all reasonable times without advanced notice.

8.0 Landowner Agreement and Certificate Duration

This Landowner Agreement shall begin on the date of the last signature and shall automatically continue to be in effect for the permit term (from date of enrollment until January 30, 2073) as long as the terms of the Landowner Agreement are met, unless terminated by either party. The Certificate of Inclusion issued is included with this Landowner Agreement.

9.0 Noncompliance

Incidental take coverage provided under the Landowner Enrollment Program is available only to the extent that program participants are in full compliance with all relevant program requirements, the conservation actions identified in the Lake States Bat HCP, and all other applicable federal, state and local laws, including 50 CFR Section 13.48. [s](#)

In the event the DNR believes that the conservation actions described herein (and in HCP Appendix B, Section B.2.3, *Landowner Enrollment Program Conservation Actions*), are not being implemented as directed, or the Landowner is otherwise in noncompliance with this Landowner Agreement, DNR may, at its sole discretion, provide notice to the LEP participant regarding the noncompliance along with an opportunity to rectify its effects. In the event DNR so exercises its discretion, DNR shall provide written notice to the program participant within 30 days of discovering or otherwise becoming aware of the noncompliance and shall notify the Service of the noncompliance via email. The Landowner will have 60 days to reply to the noncompliance notice, including plans to rectify the noncompliance. If the program participant fails to rectify the noncompliance to the satisfaction of the DNR or is unable or unwilling to take appropriate corrective actions, DNR shall suspend or revoke the Landowner Agreement and Certificate of Inclusion (HCP incidental take authorization).

The DNR reserves the right to terminate the Landowner Agreement without offering the Landowner an opportunity to rectify the noncompliance.

10.0 Modifications, Termination and Transferability

10.1 Modifications

The Landowner Agreement and the Certificate of Inclusion may be modified or amended in accordance with all applicable legal requirements in force at the time of the amendment, including, but not limited

to, the Endangered Species Act, National Environmental Policy Act, Service permit regulations (50 CFR Parts 13 and 17) and the procedures described herein. Any party to this Landowner Agreement may propose modifications (e.g., changes to which covered activities are selected, property description) by providing written notice to the other parties explaining the proposed modification and the reasons for the modification. Approval of a modification will require the written consent of the DNR and the Landowner. Any proposed modification to the Landowner Agreement shall be considered effective as of the date that all affected parties have agreed in writing to the modification. Any amendment to this Landowner Agreement shall be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

10.2 Termination

DNR or the Landowner may terminate the Landowner Agreement at any time prior to the expiration date through written notification. Reasons for termination may include (but are not limited to) Landowner noncompliance, property sale, or the Landowner no longer requiring incidental take authorization. The Landowner is responsible for implementing all applicable conservation measures up until the time the Landowner Agreement is terminated.

10.3 Transferability

The Landowner Agreement and Certificate of Inclusion are nontransferable.

11.0 Other Measures

11.1 Dispute Resolution

All Parties to this Landowner Agreement agree to work together in good faith to resolve any disputes, including through use of any dispute resolution procedures agreed upon by all parties.

11.2 No Third-Party Beneficiaries

This Landowner Agreement does not create any new right or interest in any member of the public as third-party beneficiary, nor does it authorize anyone not a party to this Landowner Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Landowner Agreement. The duties, obligations, and responsibilities of the parties to this Landowner Agreement with respect to any third-party shall remain as imposed under existing law.

12.0 Contact Information

Communication, reports, and correspondence required by this Landowner Agreement should be directed to the addresses below. Names and addresses may be changed upon written notice to all parties.

Landowner: Marathon County

Address: 212 River Dr Suite 2 Wausau, WI 54403

Phone Number: 715-261-1550

Email: tom.lovlien@co.marathon.wi.us

Select One: Legal Landowner
 Landowner's Representative

Wisconsin Department of Natural Resources
101 S Webster Street – GEF2, 6th Floor
Madison, WI 53703
Contact: Wisconsin Bat HCP Coordinator

Phone: (608) 219-1511
Email: DNRNHCForestBatHCP@wisconsin.gov

13.0 Certificate of Inclusion

This certifies that the enrolled lands of the Landowner are included within the scope of the Section 10(a) (1)(B) permit [ESPER0846081] issued by the Service expiring on [01/30/2073] under the authority of Section 10(a)(1)(B) of the Endangered Species Act of 1973, as amended. By entering into this Landowner Agreement with DNR and complying with the terms of the Lake States Bat HCP and incidental take permit, the undersigned Landowner is authorized to carry out the covered activities described in the Landowner Agreement as provided for in Lake States Bat HCP, Chapter 4, *Potential Effects of Covered Activities*. When performing covered activities, incidental take authorization for covered species is extended to the recipient as described in 50 CFR 13.25(d) and (e). This incidental take authorization is specifically conditioned upon the recipient's compliance with this Landowner Agreement and, by extension, compliance with the Lake States Bat HCP and incidental take permit.

These authorizations and assurances expire on [01/30/2073].

IN WITNESS WHEREOF, each party hereto has caused this Landowner Agreement and Certificate of Inclusion to be executed by an authorized official on the day and year of the final signature as set forth below.

LANDOWNER

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

Name and Title

Signature

Date

AUTHORIZING PARTY

Wisconsin Department of Natural Resources

Natural Heritage Conservation Program Director

Date

DNR USE ONLY

Landowner Agreement and Certificate of
Inclusion No. WIBaHCP0013
August 2023

Designated Landowner Representative Agreement

Landowner Name (County): _____
Marathon County

Landowner Representative Name: _____
Jamie Polley

Landowner Representative Title: _____
Wausau and Marathon County Parks, Recreation and Forestry Department Director

I certify that I am a duly authorized representative of the Landowner and have authority to sign this Landowner Agreement on the Landowner's behalf. On behalf of the Landowner, I certify that the enrolled lands described above are owned by the Landowner and that the Landowner has control of the enrolled lands for the purpose of satisfying the terms and conditions of this Landowner Agreement. I further certify that authorized employees of the Landowner will be made aware of the terms and conditions of this Landowner Agreement and may work with the DNR, conduct timber harvest and/or prescribed fire and perform obligations on the enrolled lands pursuant to the terms and conditions of this Landowner Agreement.

Landowner Representative Signature

Date

Attach the following documents to this form using the "Attach Files" button below. Please title exhibit attachments with document identification and agreement number: e.g. <Exhibit B Maternity Roost WIBatHCP0001>

- Exhibit A: Location of Enrolled Lands
- Exhibit B: Locations within the Enrolled Property that Overlap with the 150-Foot Buffer of a Known, Occupied Maternity Roost
- Exhibit C: Locations within the Enrolled Property that Overlap with the 0.25-Mile Buffer of a Known Hibernaculum
- Exhibit D: Locations within the Enrolled Property that Overlap with the 2.5-Mile Buffer of a Known Hibernaculum
- Exhibit E: Landowner Enrollment Program Annual Compliance Report (see attachments)
 - The Annual Compliance Report form for Exhibit E is attached but is also available online here: <https://widnr.widencollective.com/portals/bzunspo6/BatHabitatConservationPlan>
 - Contact the Bat HCP coordinator for a mailed hard copy of the compliance report form.

Instructions for Attaching Files:

Click the "Add Attachments" button (below) and browse for the file(s) to attach, then click "Open". You may select more than one file to attach at one time, or repeat this step to attach more files. The list of attached files can be viewed in the left navigation panel (expand by clicking the arrow).

Be sure to check that all of the necessary files have attached before signing and saving this form.

To delete an attached file, click to select the file and press "Delete" on your keyboard.

Click to Add Attachments

WISCONSIN COUNTY FORESTS ASSOCIATION

SPECIAL LICENSE PLATE



Are you passionate about Wisconsin's natural resources? Are you an avid user of our County Forests? Do you support healthy forests, robust wildlife habitat and clean water?

If yes, consider supporting the Wisconsin County Forests Association's campaign for a special license plate! With an annual \$25 tax deductible donation, you can support over 2.4 million acres of county forests in Wisconsin! Revenue from license plate sales will go to promote for and educate on sustainable forest management in Wisconsin by supporting the Association and County Forests.

Sign our petition today!

For more information, visit www.wisconsincountyforests.com/plate

SUPPORT COUNTY FORESTS

WISCONSIN COUNTY FORESTS ASSOCIATION

SPECIAL LICENSE PLATE PROJECT

September 26, 2023

OVERVIEW

The establishment of a special license plate, care of the Wisconsin County Forests Association (WCFA), will help promote and advocate for sustainable forest management in the State of Wisconsin. The forest products industry is vital to the State, annually contributing over \$24 billion into the economy. Funds raised through these license plates will be used for WCFA operations, grants, projects, scholarships, education, research and more.

GOALS

To promote sustainable forest management in the State of Wisconsin through education & outreach. To diversify funding sources for the Wisconsin County Forests Association. To increase revenue, allowing continued growth & development for Wisconsin County Forests Association staff, programs & services.

SPECIFICATIONS

Authorized special group license plates are available through the Wisconsin Department of Transportation, Division of Motor Vehicles. License plates allow for special recognition of a group, as well as the opportunity to receive charitable donations of \$25 per motorist annually. The purchase of special license plates is voluntary.

The project requires an application fee for development costs, as well as the collecting of 500 signatures to be submitted at the time of applying. If successful, a minimum of 500 plates must be purchased annually to keep the plate in circulation. To read more information on special license plates - [Authorized special group license plates](#)

PURPOSE

The purpose of developing a WCFA license plate is to support, develop and promote sustainable forest management in Wisconsin by establishing new initiatives which would essentially put money back into the local economy, mainly through our member counties. Examples of revenue uses:

- Diversify revenue for WCFA operating budget. Cover operation costs without increasing dues.
- Expand WCFA staff
- Expand WCFA programs and services
- Increase education and outreach:
- Workshops & training
- TV, Videos, Social Media tangibles
- Support of other entities - Member Counties, Trees for Tomorrow, the University of Wisconsin - Stevens Point, etc.
- Collaboration with other entities
- Sponsorship of programs or events
- Educational scholarships

- Offer scholarships to students attending SAF accredited programs for forest or natural resource management, or a forester tech program.
- Provide grants to county forest programs for:
 - Projects
 - Land acquisition
 - Recreational amenities or services

ECONOMICS / PROJECTED REVENUE

(Based on critical habitat plate information in Minnesota)

For context and as an example, since 1996, more than 100,000 Minnesota motorists have purchased Critical Habitat license plates, generating more than \$19 million since then to support land conservation through the Minnesota Department of Natural Resources. That's an average of almost \$800,000 annually contributed to the DNR by a \$30 yearly donation from motorists. Such data is difficult to track down for Wisconsin.

If we follow the same logic: In Wisconsin, 957,470 license plates were issued in 2018. Assuming an annual \$25 dollar donation, the following income projections could be expected based on the percentage of overall WCFA license plates purchased:

- 10% of total license plates purchased for WCFA (95,747) x \$25 = \$2,393,675
- 5% (47,870) x \$25 = \$1,196,750
- 1% (9,575) x \$25 = \$239,375
- 0.5% (4,790) x \$25 = \$119,750
- Required minimum of 500 x \$25 = \$12,500

If successful, WCFA could potentially give money back to its members. While membership dues would likely still be required, membership costs could be net zero over a year.

There's likely to be some consequences, some unintended with developing a project such as this. It would most certainly require additional time & energy to manage the revenue and the subsequent uses for it. It's also not a guarantee this would be successful so it's not without any risk, however, the submittal fee is refundable if the plate would be denied by the DOT. Initially, time and energy would be the biggest expense. Minimal funds would be spent on the submission or marketing until the 500 signatures are collected, which would be a good gauge of interest in purchasing plates.

BUDGET

\$15,500 to the State of Wisconsin Department of Transportation for application and set up.
\$30,000 for marketing and advertising of the plate (over 2-3 years).

MILESTONES

- Support Wisconsin County Forests Association Board of Directors approval of project timeline, including commitment of funds.
- Obtaining 500 signatures. Projected to take up 6 months to gather. WCFA will take the lead on gathering signatures.
- Application submission to WI Department of Transportation. Requires a 30-day public review. If passed, it can take up to a year to develop and get plates into circulation.
- 5,000 license plates purchased within 5 years of DOT approval.

TIMELINE

- September 2022: Board approval
- February 2023: Apply for Extension grant (did not receive)
- 2023: Implement marketing campaign (in progress)
- September 2023: Kick off project with membership (ready)
- Fall/Winter/Spring 2023/2024: Acquisition of 500 signatures & plate design completed
- June 2024: Review progress at summer Board meeting
- July 2024: Review and submittal of application to DOT
- Fall 2024: DOT approval and plates are in circulation
- 2024 – 2026: Implementation of plate marketing and outreach strategies.

Recognizing if support for the project, both internal and external, exists, it may take several years for WCFA to see substantial revenue increase, where progress could be made on adding additional staff and services.

MARKETING & OUTREACH

- Contest for license plate creation.
- Work with WAOW to market and promote the plate
- Social media
- Website content and contact form (no blind emails)
- Billboards
- Flyers
- TV ads
- Mailers
- Expos, conference, booths
- Lean on partners

EXAMPLE



Authorized Special Group License Plate Signature Page

Wisconsin Department of Transportation
MV2090

Section 5 - Signatures

By signing below, I attest that I am a resident of Wisconsin and I intend to purchase specialty plates associated with [Wisconsin County Forests Association](#) if the group becomes an Authorized Special Group. I understand that by purchasing these specialty license plates, a \$25 annual donation may be required in addition to my vehicle registration fee.

Signature	Home Street Address	City	State	ZIP Code
1.				
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WISCONSIN COUNTY FORESTS ASSOCIATION

SUPPORTING RESTORATION OF DIVISION OF FORESTRY BUDGET CUTS

Resolution 01-23

1 WHEREAS, The Division of Forestry was required to cut 5 positions as part of the current state budget
2 as well as other budget reductions; and

3 WHEREAS, The current state budget also transferred \$25 million from surplus Forestry SEG funds to
4 Wisconsin Department of Natural Resources fish and wildlife programs; and

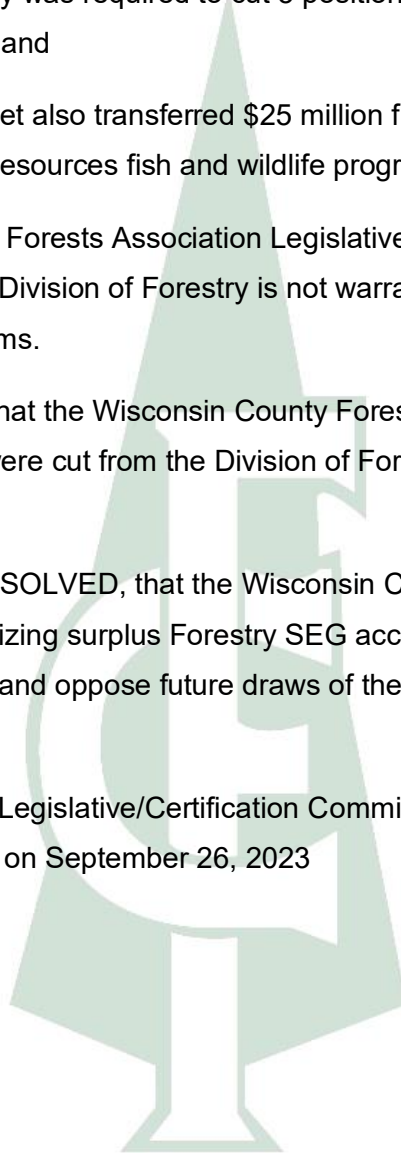
5 WHEREAS, The Wisconsin County Forests Association Legislative/Certification Committee has
6 determined that making cuts to the Division of Forestry is not warranted considering the surplus funds
7 and transfers made to other programs.

8 THEREFORE BE IT RESOLVED, that the Wisconsin County Forests Association work towards
9 restoring funds and positions that were cut from the Division of Forestry during the 2023-2025
10 Wisconsin budget; and

11 THEREFORE BE IT FURTHER RESOLVED, that the Wisconsin County Forests Association work with
12 partners to develop priorities for utilizing surplus Forestry SEG account funds, to advocate for an audit
13 of the DNR Fish & Wildlife account and oppose future draws of the Forestry SEG account for non-
14 forestry purposes.

15 Recommended for adoption by the Legislative/Certification Committee on September 12, 2023 and
16 presented to the Board of Directors on September 26, 2023

17 Approved September 26, 2023



WISCONSIN COUNTY FORESTS ASSOCIATION

EXCEPTIONS TO DNR COUNTY FOREST ADMINISTRATION GRANT STANDARDS

Resolution 02-23

1 WHEREAS, The Department of Natural Resources annually provides to counties a grant funding 50%
2 of a County Forest Administrators wage and fringe benefits provided they have a 4-year degree in
3 Forestry from an accredited institution; and

4 WHEREAS, There are currently several Wisconsin County Forest Administrators who do not have a 4-
5 year Forestry degree that are effectively managing county forest programs and are ineligible to receive
6 grant funds; and

7 WHEREAS, The Department of Natural Resources has made exceptions for prior County Forest
8 Administrators without 4-year degrees but not for those currently employed by counties; and

9 WHEREAS, it is increasingly difficult to recruit qualified candidates who have 4-year degrees in
10 Forestry.

11 THEREFORE BE IT RESOLVED, that the Wisconsin County Forests Association supports creating an
12 exception to the grant eligibility to allow for County Forest Administrators to also be eligible for the grant
13 if they hold a 2-year Forestry degree or a 4-year degree in Natural Resources, Wildlife or Conservation
14 and have at least 3 years' service as a County Forest Administrator; and

15 THEREFORE BE IT FURTHER RESOLVED that the Wisconsin County Forests Association supports
16 this same language as amendments to state statute if an exceptions cannot be developed.

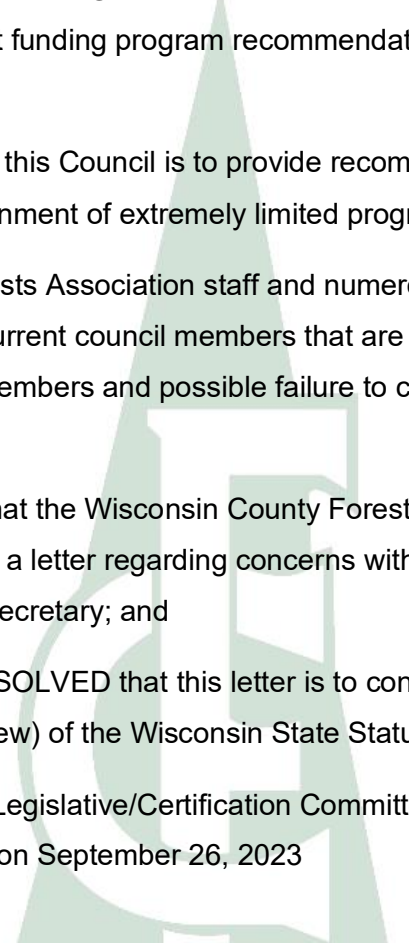
17 Recommended for adoption by the Legislative/Certification Committee on September 12, 2023 and
18 presented to the Board of Directors on September 26, 2023.

19 Approved September 26, 2023

WISCONSIN COUNTY FORESTS ASSOCIATION

CONCERNS WITH STATE SNOWMOBILE RECREATION COUNCIL ACTIONS

Resolution 03-23

- 1 WHEREAS, The State of Wisconsin has a Governors Snowmobile Recreation Council, with citizen
2 members, making snowmobile grant funding program recommendations to the Department of Natural
3 Resources; and
- 4 WHEREAS, The primary function of this Council is to provide recommendations on County snowmobile
5 program grant requests in an environment of extremely limited program funds; and
- 6 WHEREAS, Wisconsin County Forests Association staff and numerous County Forest Administrators
7 have noted numerous issues with current council members that are concerning, in particular potential
8 conflict of interest among Council members and possible failure to comply with statute, code and
9 Council guidelines
- 10 THEREFORE BE IT RESOLVED, that the Wisconsin County Forests Association directs their
11 Executive Director to draft and send a letter regarding concerns with the Snowmobile Recreation
12 Council to the Governor and DNR Secretary; and
- 13 THEREFORE BE IT FURTHER RESOLVED that this letter is to contain references to Chapter 227
14 (Administrative Procedure and Review) of the Wisconsin State Statutes.
- 15 Recommended for adoption by the Legislative/Certification Committee on September 12, 2023 and
16 presented to the Board of Directors on September 26, 2023
- 17 Approved September 26, 2023
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WISCONSIN COUNTY FORESTS ASSOCIATION

SUPPORT TO SERVE ON COUNCILS/COMMITTEES

Resolution 04-23

1 WHEREAS, It has been determined by the Legislative/Certification Committee that it would be
2 beneficial to have a County Forest Representative on the Governor's Snowmobile Recreation Council;
3 and

4 WHEREAS, There has been a request from the Department of Natural Resources to provide a
5 representative to the Statewide Comprehensive Outdoor Recreation Plan (SCORP) development team;

6 WHEREAS, individuals have volunteered to apply to serve on the Snowmobile Recreation Council and
7 SCORP team.

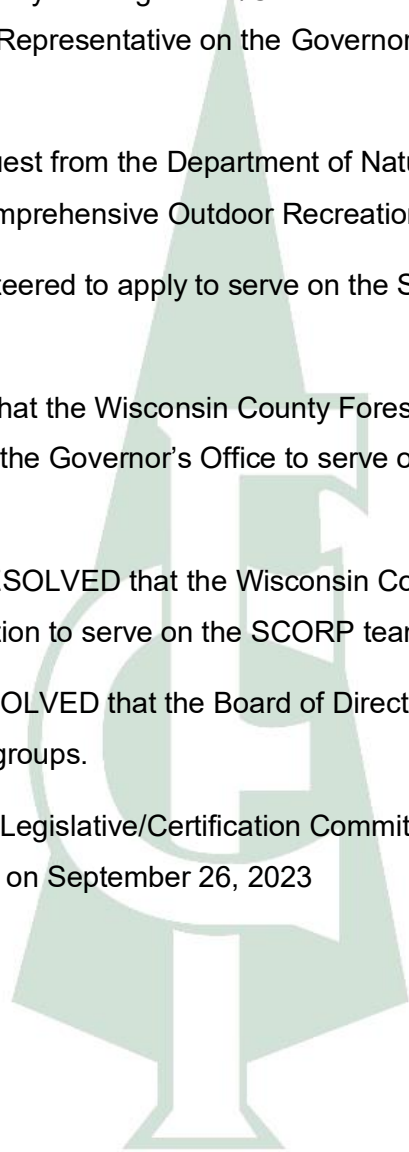
8 THEREFORE BE IT RESOLVED, that the Wisconsin County Forests Association nominates and
9 supports Tara Krall's application to the Governor's Office to serve on the state Snowmobile Recreation
10 Council; and

11 THEREFORE BE IT FURTHER RESOLVED that the Wisconsin County Forests Association nominates
12 and support Matt Hansen's application to serve on the SCORP team; and

13 THEREFORE BE IT FUTHER RESOLVED that the Board of Directors thanks both Tara and Matt for
14 their willingness to serve on these groups.

15 Recommended for adoption by the Legislative/Certification Committee on September 12, 2023 and
16 presented to the Board of Directors on September 26, 2023

17 Approved September 26, 2023



Marathon County Forestry Committee

October 31st, 2023 Meeting

- As of 10/21/23 the DNR had completed 257 hours of 660 time standard hours for the '23/'24 fiscal year. ~ 38.94% of total through 33% of the time (4 of 12 months). Sorenson – 196.5 hours of 525 hours ~ 37.4%
- Assisted Joe Tucker in marking the last of the Fall 2024 sales.
- Started to layout an ~ 87 acre hardwood sale in the Harrison/Hewitt unit with John Hunt for a 2024 Fall sale. This is the last of the Fall 2024 sales to be set-up.
- Assisted John Hunt by operating the dozer to help finish up the last of the scarification at the Kronenwetter Oak shelterwood.
- Will transition to doing recon on potential 2025 sales and work on musclewood and ironwood control on some of our upcoming sales.

Respectfully submitted,

Jeff Sorenson

Jeff Sorenson

Wisconsin DNR – Marathon County Forest Liaison

Wisconsin County Forests Association

Joe Waichulis
President
Clark County

Phil Schneider
Vice President
Rusk County

Bill Bialecki
Treasurer
Lincoln County

Norman Bickford
Director
Burnett County

Myron Brooks
Director
Taylor County

Ed Kelley
Director
Florence County

Bill Schradle
Director
Barron County

Rick Seefeldt
Director
Marathon County

Hank Novak
Director
Marinette County

Hank Graber
Director
Washburn County

Lolita Olson
Director
Washburn County

Michael Luedeke
Director-at-Large
Spooner, WI

Jeff Barkley
Director-at-Large
Madison, WI

Henry Schienebeck
Director-at-Large
Rhineland, WI

Rebekah Luedtke
Executive Director

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countyforests.com

October 24 2023

Honorable Tony Evers, Governor of Wisconsin
Adam Payne, Secretary-Designee, Department of Natural Resources

RE: Misconduct of the Governor's Snowmobile Recreation Council

Dear Governor Evers and DNR Secretary Payne;

The Wisconsin County Forests Association (WCFA) is respectfully requesting your attention and corrective action concerning the Governor's Snowmobile Recreation Council's ongoing lack of professional conduct and recent issues not following state statute when approving grant applications for state funding.

WCFA represents the forestry interests of the 30 counties in Wisconsin with lands enrolled under Wisconsin's County Forest Law (§28.10 & §28.11). Our member counties collectively manage over 2.4 million acres in Wisconsin, making them the largest public ownership in the State. The counties' partnership with the Governor's Snowmobile Recreation Council, along with numerous snowmobile clubs and the Department of Natural Resources (DNR), is critical to their success in providing the citizens and visitors of Wisconsin a quality experience when riding over 8,400 miles of snowmobile trails located on county forest lands, as well as those trails managed by the counties under cooperative agreements with other landowners including the State of Wisconsin and the United States Forest Service.

After the most recent Council meeting on August 30th, there are continued concerns in how the Council is proceeding with the review of grant applications and overall conduct and management of council business. It has become evident this Council has evolved into an entity with approval authority rather than being a body who recommends, as outlined in WI § 350.14 and their own bylaws. It's clear that certain members of the Council do not approach Council business with affected stakeholders and the consideration of grant applications with good intent but rather with animosity and ill will.

During the August 30th meeting, the following items were observed and should be cause for concern:

1. The Council violated state statute by not following the priority listing when considering grant applications for funding without giving sufficient reasoning. WI § 23.09(26)(c) states: *Distribution of snowmobile trail funds shall be made on the basis of a priority system according to the following priority-ranked purposes:*
 1. Maintenance of existing approved trails.
 2. Club signing program.
 3. Major bridge reconstruction or rehabilitation.
 4. Route signing program.
 5. Trail rehabilitation.
 6. Development of new trails.

Wisconsin County Forests Association

Given these priorities, bridge reconstruction and rehabilitation projects **shall** be funded prior to any new projects for trails or bridges. Several counties were asked on the spot to voluntarily prioritize bridge rehabilitation projects. The Council was not honest or forthcoming in why the request was being asked of those counties and this approach put the counties in an awkward spot and felt pressured to be accommodating. It later became clear several bridge reconstruction and rehabilitation projects were bypassed in an effort to save funding for one specific new bridge project which was put forward by Sauk County further in the applications and down in the priority list. We feel the reasoning given for not funding reconstruction and rehabilitation projects was extremely insufficient and the Council failed to follow state statute. Comments were made by both DNR staff and Council members that certain bridge projects did not meet the definition or criteria of “major” but no such definition or criteria exists.

2. Sam Landes, who is a current member of the Council, presented the new bridge application for Sauk County and advocated for it. As a Council member, this is a clear conflict of interest as per WI §19.46. Mr. Landes should have recused himself and gone on record as abstaining from voting on the project. It should be noted there were 2 individuals from Sauk County in the room that could have presented the project.
3. Furthermore, the Sauk County application was incomplete and should not been considered for funding in the first place, as it did not provide two cost estimates, which the Council has been extremely adamant about. The application included only one cost estimate from an engineer which, according to the DNR’s application checklist, does not qualify.
4. The Sauk County application was also listed in the “mandatory trail relocation” category, which is covered under #6 of the priority list. As mentioned above in #1, many bridge reconstruction and rehabilitation projects were skipped or bypassed in order to set aside funds for the “development of new trails” category.

It was evident the new bridge project in Sauk County was a pet project for at least one, if not multiple, Council members and that strategical discussions about said project had occurred outside the formal Council meeting. We feel the Snowmobile Recreation Council is acting outside their authority, which is set in WI § 350.14. Additionally, the question should be asked if a snowmobile bridge in Sauk County is the best use of state funding when they receive minimal snow each winter sufficient for snowmobiling. Many of the projects that were asked to be voluntarily withdrawn are in Counties who have open trails for the majority of the winter months and therefore would be utilized by significantly more trail users annually.

Furthermore, we feel the entire snowmobile grant program needs a complete overall and should be re-evaluated from top to bottom. We are requesting the DNR pull together an advisory committee of interested and affected stakeholders to reconsider how the program is constructed and operates, as well as to strongly consider these additional requests:

1. Adopt a formal council membership which provides a sufficient cross section of all stakeholders and interested parties from across the primary regions of Wisconsin. Examples of entities which could be represented include trail managers, club members, trail users, law enforcement, tourism, transportation, industry, non-profit associations, DNR legal services, etc. WCFA is ready to put forth an applicant to sit on the Council and represent the county forests and our Association.

Wisconsin County Forests Association

2. Empower DNR staff, liaisons and leadership to enforce State of Wisconsin statutes and correct councils if and when necessary.
3. Reinforce to the Councils that the Department of Natural Resources is the authority on all decisions and has final say.
4. Require State ethics training, including conflict of interest, for all councils. Ethics training is required of certain councils already.
5. Request DNR legal services review and clarify council authority, bylaws, procedures and the obligations of council members under WI §19, specifically §19.45 – Standards of conduct, state public officials and §19.46 – Conflict of interest prohibited. DNR legal services should also review and reinforce who has final say in grant funding and approvals.
6. Develop a better strategy and guidance on how to deal with requests for storm damage funding. Emergency or storm damage grants should be accepted and executed by the DNR only.
7. The Snowmobile Recreation and Off-Road Vehicle Councils should be consistent where they are equal. There are currently several inconsistencies in how the two councils deal with issues.
8. The DNR should publicly advertise when Council seats are expiring and applications are being accepted.
9. Adopt ground rules into operational guidelines or by-laws regarding how to act in an appropriate and professional manner.

In addition, previous disparaging comments made by some Council members against the Counties during other meetings are disappointing and unbecoming of a Governor's Council. The most recent actions and misconduct of the Council is undermining the credibility and validity of the Governor's councils. Given the current issues with the Snowmobile Recreation Council, the snowmobile program may be better served by direct administration under the DNR, rather than with citizen advisory council oversight.

Lastly, enclosed is a resolution from the Wisconsin County Forests Association Board of Directors, approved September 26th, which supports requesting corrective action be taken by the Governor and the DNR. We would greatly appreciate your attention to this matter and your consideration of our requests. If you wish to discuss this matter further, please do not hesitate to contact our office.

Sincerely,



Rebekah Luedtke
Executive Director
Wisconsin County Forests Association

Enclosed: WCFA Board of Directors Resolution 03-23

cc: Ann Kipper, Administrator, External Services Division, Department of Natural Resources
Senator Romaine Quinn, Chair of Senate Committee on Housing, Rural Issues and Forestry
Representative Jeff Mursau, Chair of Assembly Committee Forestry, Parks and Outdoor Recreation

WISCONSIN COUNTY FORESTS ASSOCIATION

CONCERNS WITH STATE SNOWMOBILE RECREATION COUNCIL ACTIONS

Resolution 03-23

- 1 WHEREAS, The State of Wisconsin has a Governors Snowmobile Recreation Council, with citizen
2 members, making snowmobile grant funding program recommendations to the Department of Natural
3 Resources; and
- 4 WHEREAS, The primary function of this Council is to provide recommendations on County snowmobile
5 program grant requests in an environment of extremely limited program funds; and
- 6 WHEREAS, Wisconsin County Forests Association staff and numerous County Forest Administrators
7 have noted numerous issues with current council members that are concerning, in particular potential
8 conflict of interest among Council members and possible failure to comply with statute, code and
9 Council guidelines
- 10 THEREFORE BE IT RESOLVED, that the Wisconsin County Forests Association directs their
11 Executive Director to draft and send a letter regarding concerns with the Snowmobile Recreation
12 Council to the Governor and DNR Secretary; and
- 13 THEREFORE BE IT FURTHER RESOLVED that this letter is to contain references to Chapter 227
14 (Administrative Procedure and Review) of the Wisconsin State Statutes.
- 15 Recommended for adoption by the Legislative/Certification Committee on September 12, 2023 and
16 presented to the Board of Directors on September 26, 2023
- 17 Approved September 26, 2023
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