



MARATHON COUNTY FORESTRY/RECREATION COMMITTEE AGENDA

Date and Time of Meeting: Tuesday, April 2, 2024 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: 2486 621 8586. 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, March 5, 2024 Committee Meeting**
4. **Policy Issues for Discussion and Committee Determination**
 - A. Discussion and Possible Action by Committee
 1. Request for Motorized Access Permit by Persons with Disabilities – Mr. LeRoy Knase
5. **Operational Functions Required by Statute, Ordinance or Resolution:**
 - A. Discussion and Possible Action by Committee
 1. Review and Consider Approving Spring 2024 Timber Sale Package
 2. Timber Sale Closeout – Twin Forest Products Contract #713-22
 - 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 - None**
7. **Educational Presentations/Outcome Monitoring Reports**
 - A. Billerud – Wisconsin Rapids Heads Towards Liquidation
 - B. Department of Natural Resources Liaison Report

8. Next Meeting Date, Time, Location: Tuesday, April 30, 2024 at 1:00pm at 212 River Dr., Wausau, WI 54403, Room 5 or via Webex

A. Announcements/Requests/Correspondence

B. Future Agenda Items: Review Timber Bids and Award Contracts, Timber Bid Summary, Timber Sale Closeout, Timber Sale Extension Requests, Establish Remaining 2024 Committee Meeting Dates/Times, Department of Natural Resources Liaison Report, WCFA Summer Tour – Lincoln County, Department Overview and Committee Orientation

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 TO: Daily Herald and other News Media Groups
EMAILED BY: Jodi Luebbe
EMAIL DATE/TIME: March 27, 2024 10:30 a.m.

NOTICE POSTED AT COURTHOUSE:

By: _____
Date: _____
Time: _____ a.m/p.m.

Members present: Jean Maszk, Rick Seefeldt (chair)

Excused: Tom Rosenberg (vice-chair)

Staff present: Tom Lovlien - Forest Administrator, Jamie Polley - Director

Others present: LeRoy Knase

1. Call Meeting to Order – The meeting was called to order by Chair Seefeldt 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 Maszk / Seefeldt to approve the minutes from the January 30, 2024 regular Forestry/Recreation Committee meeting. **Motion carried** by voice vote, vote reflected as 2-0.

4. Policy Issues for Discussion and Committee Determination

A. Discussion and Possible Action by Committee

1. Request for Motorized Access Permit by Persons with Disabilities – Mr. LeRoy Knase – Lovlien said Knase had recently requested an ATV disabled access permit that Lovlien declined because it was contrary to current policy and ordinance. Knase discussed his request. Lovlien clarified that Knase was asking for ATV motorized access to Leathercamp, Kronenwetter and Ringle Forest Units for approximately seven and a half months beginning June 1 to be able to scout and hunt deer. His request also includes installing game cameras starting August 1. Lovlien explained to Committee that the current permit is limited to two weeks, is limited to a specific entry point and area described on a map and an ATV is not to be used to scout territory. The current ordinance for trail cameras allowed in the woods is seven days prior to any bear or deer season to seven days after any bear or deer season which is approximately from Sept. 1 through Jan. 15th. Lovlien said there are many hunters and other people using the county forests and he has concerns regarding safety, access, conflicts with other users, and the precedent this could set. Discussion followed and Committee members asked questions. Seefeldt said Corporation Counsel would review Knase’s request, offer a legal opinion and Committee would make a decision at a future meeting. Knase will be invited back after all the information is gathered and the Committee is ready to make a decision.

5. Operational Functions Required by Statute, Ordinance or Resolution

A. Discussion and Possible Action by Committee

1. 2023 County Forest Division Annual Report – Lovlien discussed some of the program highlights including revenue and expenses, certification, timber management, road and trail management, wildlife management, recreation, public outreach, and professional development. **Motion** / second by Maszk / Seefeldt to accept and approve the 2023 County Forest Division Annual Report and forward to the County Board. **Motion carried** by voice vote, vote reflected as 2-0.

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 – None

7. Educational Presentations/Outcome Monitoring Reports

A. Forestry, Division Expense/Revenue Reports – Lovlien explained the ten-year period showed over that period revenue from timber stumpage was \$850,968 over expenses and the twenty-year period showed timber stumpage revenues of \$1,153,241 over expenses. The reports don’t include recreation programs which are tracked in separate budgets. The forestry program is paying for itself with timber stumpage revenues and helps with tax levy relief.

B. 2023 Timber Stumpage Payment to Townships – Lovlien explained that each year the County is required by State Statute to return ten percent of all timber proceeds to towns that have County forests. Lovlien discussed the acreage the towns have and their associated payments. It's a payment in lieu of taxes for the towns.

C. Update on Wisconsin County Forests Association Meetings in Madison – WCFA gave recommendations at the meetings for wetland and waterway permit consistency, support of forest markets, restoring DNR Division of Forestry budget cuts, and eligibility for county forest administration grant.

D. Department of Natural Resources Liaison Report – As of February 24th the DNR had completed approximately 460.75 hours of 660-time standard hours for 2023/2024. Sorenson attended WCFA Spring conference in Madison on February, finished paperwork for March timber sale bid letting, and assisted the County Forester with marking of spring 2025 Oak thinning in the Kronenwetter Forest Unit. He will be assisting the County Forester with spring timber sales in Burma and Kronenwetter Forest Units.

8. Next Meeting Date, Time, Location: Tuesday, April 2, 2024, 1:00 pm, Room. 5 & Webex, 212 River Dr., Wausau WI 54403

A. Announcements/Requests/Correspondence – none brought forward

B. Future Agenda Items: Review and Consider Approving Spring 2024 Timber Sale Package, Timber Sale Closeout, Department of Natural Resources Liaison Report, Consider ATV Motorized Disabled Access Permit Request

9. Adjourn – **Motion** / second by Seefeldt / Maszk to adjourn the meeting at 2:00 p.m. Motion **carried** by voice vote, vote reflected as 2-0.

Memo

To: Tom Lovlien, Marathon County Forest Administrator
From: Mike Puerner, Corporation Counsel
Date: March 22, 2024
Re: Use of Power-Driven Mobility Devices in County Forests

Tom,

You presented a question relative to a citizen request for recreational access to Marathon County forest trails. Specifically, the citizen request is for ATV access to forest unit trails, including those that are non-motorized and gated, as are all of the forest units in Marathon County except for the Burma Road ATV/UTV trail.

Your asked for my legal opinion and analysis of this request. You also pointed me to 5 U.S.C. §§ 12131 -12132 and 28 CFR Part 35, which set forth federal regulations relative to nondiscrimination on the basis of disability in state and local government services.

Summary of Opinion

I have found that these federal regulations do apply to local governments, including counties, that are the recipients of federal funds. Accordingly, 5 U.S.C. § 12131, 5 U.S.C. § 12132, and 28 CFR Park 35 apply to Marathon County and its forestry regulations.

However, these federal laws permit local governments to make determinations that a request to access an area with a power-driven mobility device is not reasonable, in that the class of devices cannot be operated in accordance with legitimate safety requirements that are based upon actual risks involved.

In evaluating the request at hand, I believe the Forestry/Recreation Committee must analyze whether an ATV, as a class of vehicles, can be operated within county forest units that are currently non-motorized in accordance with legitimate safety requirements based upon actual risks involved. If the Committee finds that granting an exception to permit the use

of an ATV within a non-motorized area of our county forest units would create an actual risk to safety and that no legitimate safety requirements can be established to permit the safe operation of ATVs in those non-motorized areas, federal law does not prohibit the Committee from denying the request on that basis.

Applicable Laws and Regulations

5 U.S.C. § 12132 states that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity.” The term “public entity” is defined to include “any State or local government.” 5 U.S.C. § 12131(1)(A). A “qualified individual with a disability” is further defined as “an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.” 5 U.S.C. § 12131(2).

The United States Attorney General, through the authority delegated under 5 U.S.C. § 12134(a), has created regulations to implement the requirements of the above statutes. Specifically, 28 CFR Part 35 sets forth the federal regulations that further define the applicability and parameters of 5 U.S.C. 12132.

28 CFR § 35.137(a) requires a public entity to “permit individuals with mobility disabilities to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, branches, or other similar devices designed for use by individuals with mobility disabilities, in any areas open to pedestrian use.” 28 CFR § 35.137(b)(1) further requires public entities to make reasonable modifications in its policies, practices, or procedures to permit the use of other power-driven mobility devices by individuals with mobility disabilities, ***unless the public entity can demonstrate that the class of other power-driven mobility devices cannot be operated in accordance with legitimate safety requirements that the public entity has adopted pursuant to § 35.130(h).*** In these sections, public entities are again defined to include local governments. 28 CFR § 35.104.

These federal regulations define “other power-driven mobility devices” as “any mobility device powered by batteries, fuel, or other engines—whether or not designed primarily for use by individuals with mobility disabilities—that is used by individuals with mobility disabilities for the purpose of locomotion, including golf cars, electronic personal assistance mobility devices (EPAMDs), such as the Segway® PT, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair within the meaning of this section.” 28 CFR § 35.104. This broad

definition would seem to squarely include ATVs and UTVs if used for the purpose of locomotion by individuals with mobility disabilities.

Inquiries about Disabilities

Notably, federal regulations prohibit local governments from asking individuals using other power-driven mobility devices questions about the nature and extent of their disability. 28 CFR § 35.137(c)(1). A local government can ask that a person using an other power-driven mobility device provide a credible assurance that the device is required due to the person's disability. 28 CFR § 35.137(c)(2). However, local governments are required to accept the presentation of a valid, State-issued, disability parking placard or card, or other State-issued proof of disability as a credible assurance that the use of the other power-driven mobility device is for the person's mobility disability. *Id.* A local government must also, in lieu of a placard or card, accept a verbal representation, not contradicted by observable fact, that the other power-driven mobility device is being used for a mobility disability. *Id.*

Analysis of Reasonable Modification

In evaluating whether a particular other power-driven mobility device can be allowed into particular facilities such as County forest units, we are required to consider the following factors:

1. The type, size, weight, dimensions, and speed of the device;
2. The facility's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);
3. The facility's design and operational characteristics (*e.g.*, whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);
4. Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility; and
5. Whether the use of the other power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

28 CFR § 35.137(2).

Forest Comprehensive Land Use Plan Policy

You shared with me section 960.2.6 of the County Forest Comprehensive Land Use Plan for 2021-2035 as adopted by the Marathon County Board of Supervisors. This section, entitled “Recreational Access with Persons with Disabilities,” does seem to largely comply with the requirements of the federal laws and regulations cited above. The text of this section states:

Requests for access in non-motorized areas will be considered on a case-by-case basis and be limited to ATV’s/UTV’s or snowmobiles. No other motorized access will be allowed. Permits may be granted if:

1. The Permittee provides proof as disabled under DOT or DNR guidelines. Requires Class A, B or C disabled hunter permit or disabled DOT license plate.
2. The requested use will not damage soil or vegetation in the area of use.
3. The requested use will not endanger other users.
4. The requested use will not significantly impact other users of the Forest.

Additionally, if a permit is granted, the ATV/UTV or snowmobile must be clearly marked with a sign provided by the Parks, Recreation and Forestry Department that reads “Disabled” or “Disabled Hunter”. The permit shall be limited to a specific entry point and area. The permit shall not exceed two weeks.

Permits are granted by the Committee under County General Code 16.08(9)(c). A copy of the permit can be found in Chapter 1000.

Under this policy section, our inquiry relative to disability, consistent with federal guidance, is limited to proof of disability as proven by State-issued disability placards or cards. While we would need to also accept a verbal representation, not contradicted by observable fact, that the other power-driven mobility device is being used for a mobility disability pursuant to federal law, we are permitted to make that inquiry as long as we do not inquire into the nature and extent of the particular disability.

Regarding the request for access, the considerations outlined within our policy do seem to square directly with the considerations required under 28 CFR § 35.137(2). Specifically, we are analyzing the specific requests to determine whether the requested use will damage soil or vegetation, endanger other users, or significantly impact other Forest users.

If the Committee expands its review to also directly include the five factors under 28 CFR § 35.137(2), I believe those initial policy inquiries in our Forest Comprehensive Land Use Plan remain appropriate and can be directly linked to 28 CFR §§ 35.137(2)(ii), (iv), and (v).

Analysis of Citizen Request under Federal Law and Regulations

Under the existing Comprehensive Land Use Plan policy, it is my reading that the Committee is required to analyze each request for access by applying the standards listed therein. I also find that the federal standards under 28 CFR § 35.137(2) must also be applied in full to any request.

In this case, the request is for permission to access non-motorized Forest trails by ATV from June to the end of the deer seasons. We are not permitted to inquire into the nature of the disability, and a verbal assurance of disability is sufficient to trigger the federal protections outlined herein. However, 28 CFR § 35.137(b)(1) does not require a modification to existing policies if “the public entity can demonstrate that the class of other power-driven mobility devices cannot be operated in accordance with legitimate safety requirements that the public entity has adopted pursuant to § 35.130(h).” Accordingly, we can analyze this request in concert with our established, legitimate safety requirements necessary for the operations of the Forest units, as long as we ensure that our safety requirements are based upon actual risks, not on mere speculation, stereotypes, or generalizations about individuals with disabilities. 28 CFR § 35.130(h).

Even in light of the federal laws and regulations outlined herein, local governments are still able to limit or narrow requests such as these if the class of devices requested for access to the Forest units cannot be operated within in accordance with legitimate safety requirements. You will need to apply the five federal factors, which require consideration of:

1. The type, size, weight, dimensions, and speed of the device;
2. The facility's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);
3. The facility's design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);

4. Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility; and
5. Whether the use of the other power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

More specifically, if you can establish legitimate safety requirements that would permit the requested operation on a more limited or truncated timetable, or in more limited areas that would be more consistent with the requested use, that type of limitation would be permissible under federal law. Additionally, if you determine that no ATV access in non-motorized areas can be permitted because of legitimate safety requirements and a substantial risk of serious harm to the environment, or legitimate safety concerns including the impact on pedestrian traffic, that analysis would be supported by federal law as long as you appropriately weigh the above factors in your decision.

Because you and the Forestry/Recreation Committee are the experts in this area, the ultimate weighing of these factors is a balancing exercise that you should spearhead given your expertise. Under federal law, you *must* apply these five above-listed factors and are only permitted to limit access if you find that the class of vehicles (in this case, ATVs) cannot be operated in the area requested in accordance with legitimate safety requirements.

I hope this information is helpful. Please do not hesitate to reach out to me for additional discussion.

Mike Puerner
Marathon County Corporation Counsel



SPRING 2024 TIMBER SALE INVITATION FOR BID

Here is our spring 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 Thursday, May 30, 2024, 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 April 29, 2024,** 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, April 29, 2024,** 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**

Species	Weight
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.

SPRING 2024 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
1-24	Mixed Hardwood	1350 Tons	<u>KRONENWETTER FOREST UNIT</u> – BALBOA (53 Acres) Dry Summer/Fall and Winter logging. Access to ST HWY 153. Ticket Sale. Contract must be completed by June 30, 2027.
	Red Oak	490 Tons	
	Aspen	30 Tons	
	Red Oak Logs	100.0 MBF	
	Red Maple Logs	90.0 MBF	
	Ash Logs	15.0 MBF	
	Mixed Hdwd Logs	4.0 MBF	
	Tops/Biomass	600 Tons	
2-24	Red Pine	2450 Tons	<u>BURMA FOREST UNIT</u> – BAD OMEN (70 Acres) Dry Spring/Summer/Fall/Winter logging. Access to Burma Road and ST HWY 153. Ticket Sale. Contract must be completed by June 30, 2027.
	Tops/Biomass	500 Tons	
3-24	Red Pine	800 Tons	<u>NINE MILE FOREST UNIT</u> – FULL CIRCLE (41 Acres) Dry Spring/Summer/Fall/Winter logging. Access to Red Bud Road. Ticket Sale Contract must be completed by June 30, 2026.
	Tops/Biomass	Not Offered	
4-24	Red Oak	1100 Tons	<u>NINE MILE FOREST UNIT</u> – TWICE AS LONG (68 Acres) Mid-Summer/Fall logging. Access to Hollywood Road and Rifle Road/CNTY HWY KK. Ticket Sale. Contract must be completed by June 30, 2026.
	Mixed Hardwood	850 Tons	
	Aspen	550 Tons	
	Basswood	80 Tons	
	Red Oak Logs	75.0 MBF	
	Hard Maple Logs	20.0 MBF	
	Red Maple Logs	20.0 MBF	
	Ash Logs	7.0 MBF	
	Basswood Logs	4.0 MBF	
	Tops/Biomass	Not Offered	
5-24	Aspen	2350 Tons	<u>KRONENWETTER FOREST UNIT</u> – HIDDEN WATERS (53 Acres) Winter/Exceptionally Dry Logging Access to Martin Road ST HWY 153 and Pyke Road. Ticket Sale. Contract must be completed by June 30, 2027.
	Mixed Hardwood	210 Tons	
	Red Oak	55 Tons	
	Red Oak Logs	7.0 MBF	
	Mixed Hdwd Logs	1.0 MBF	
	Tops/Biomass	650 Tons	

INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 285 acres of timber on Tracts 01-24, 02-24, 03-24, 04-24 and 05-24. These tracts have an estimated 12,065 tons and 343.0 thousand board feet of:

Red Pine Pulp	3250 Tons	Red Oak Logs	182.0 MBF
Aspen Pulp	2930 Tons	Red Maple Logs	110.0 MBF
Mixed Hdwd Pulp	2410 Tons	Ash Logs	22.0 MBF
Red Oak Pulp	1645 Tons	Hard Maple Logs	20.0 MBF
Basswood Pulp	80 Tons	Mixed Hdwd Logs	5.0 MBF
Biomass	1750 Tons	Basswood Logs	4.0 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, April 29, 2024, 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, Thursday, May 30, 2024. 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



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 stumps 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 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"> ▪ <u>A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.</u>
<u>Roads, Landings, and Primary Skid Trails</u>	<ul style="list-style-type: none"> ▪ <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> ▪ <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>
<u>Secondary Skid Trails and General Harvest Area</u>	<ul style="list-style-type: none"> ▪ <u>A gully or rut is 6 inches deep or more and 100 feet long or more.</u>

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 3rd 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: order@bioforest.ca Technical Support: support@bioforest.ca
Cellu-Treat	disodium octaborate tetrahydrate	Crop Production Services N5853 5 th Ave Plainfield, WI 54966 715-335-4900 Website: www.uap.com OR Nisus Corp. at 800-264-0870 Website: www.nisuscorp.com

Dated this ____ day of _____, 2024

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
Kronenwetter Forest Unit – March 2024

Tract # 01-24 BALBOA

ESTIMATED VOLUMES		
SPECIES	PULPWOOD (TONS)	LOGS (MBF)
Mixed Hardwood	1350*	4**
Red Oak	490	100
Aspen	30	
Red Maple		90
Ash		15
Biomass (optional)	600	

Location: Section 25, T.27N.-R.8 E. (Village of Kronenwetter, Marathon County, WI)

Size: 53 Acres

Seasonal Time Frame: Summer chance after July 15th on Area 1 and frozen ground only on Area 2 unless conditions are abnormally dry.

Contract Length: Contract must be completed by June 30, 2027.

* Approximately 85% Red Maple, 9% ash, 6% hard maple, < 1% all other hardwood

** Approximately 83% Sugar Maple logs, 17% basswood logs, < 1% all other hardwood

TICKET/MILL SCALE SALE

Cutting Regulations:

Area 1 – Red oak shelterwood (36 acres in 2 blocks) – Cut all trees 1 inch DBH and greater except for green marked trees.

Area 2 – Red maple coppice (17 acres in 2 blocks) – Cut all trees 1 inch DBH and greater except for spruce and oak (unless marked with orange). Leave all green marked trees.

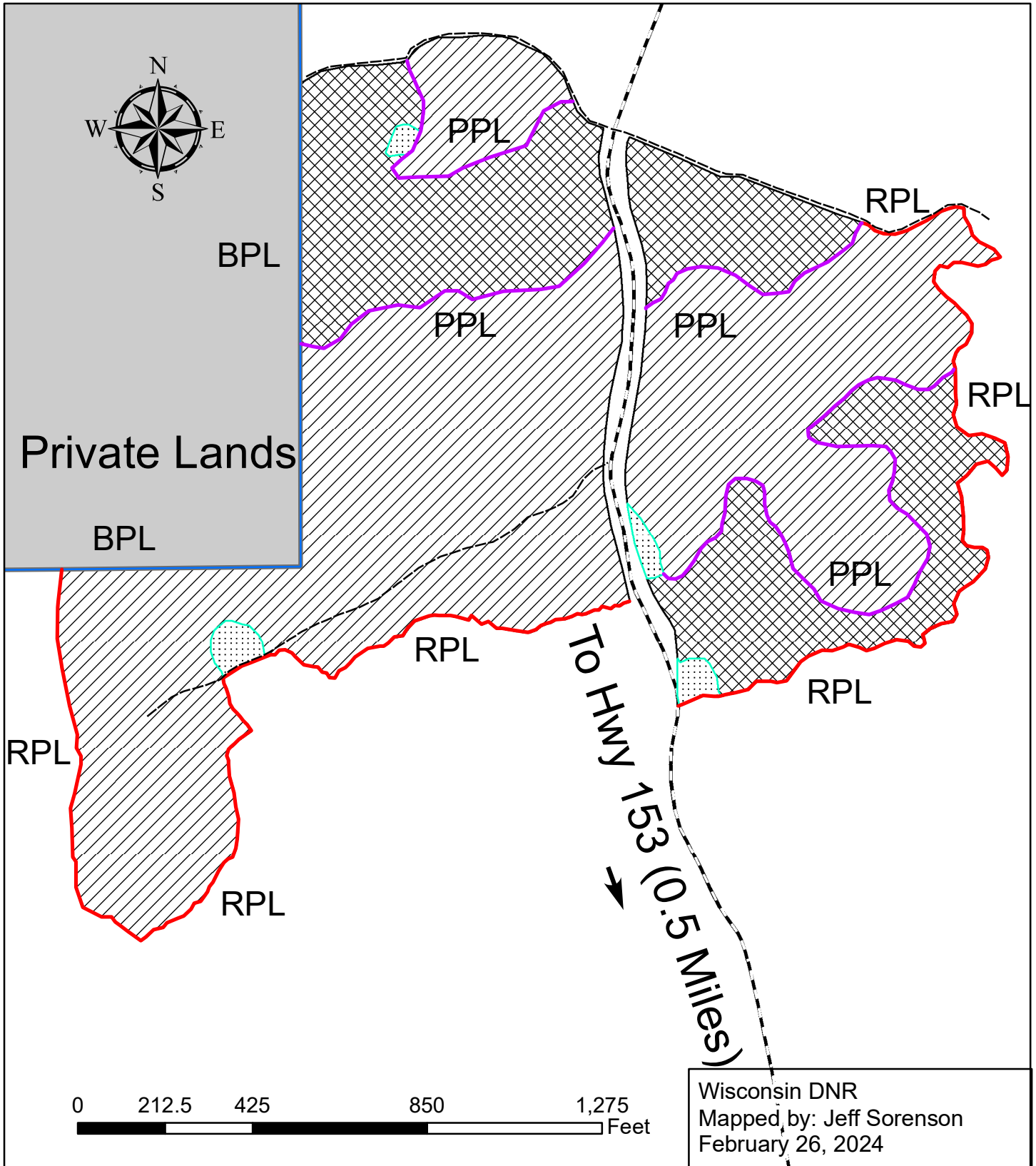
Roads/Trails/Decking Areas: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

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.

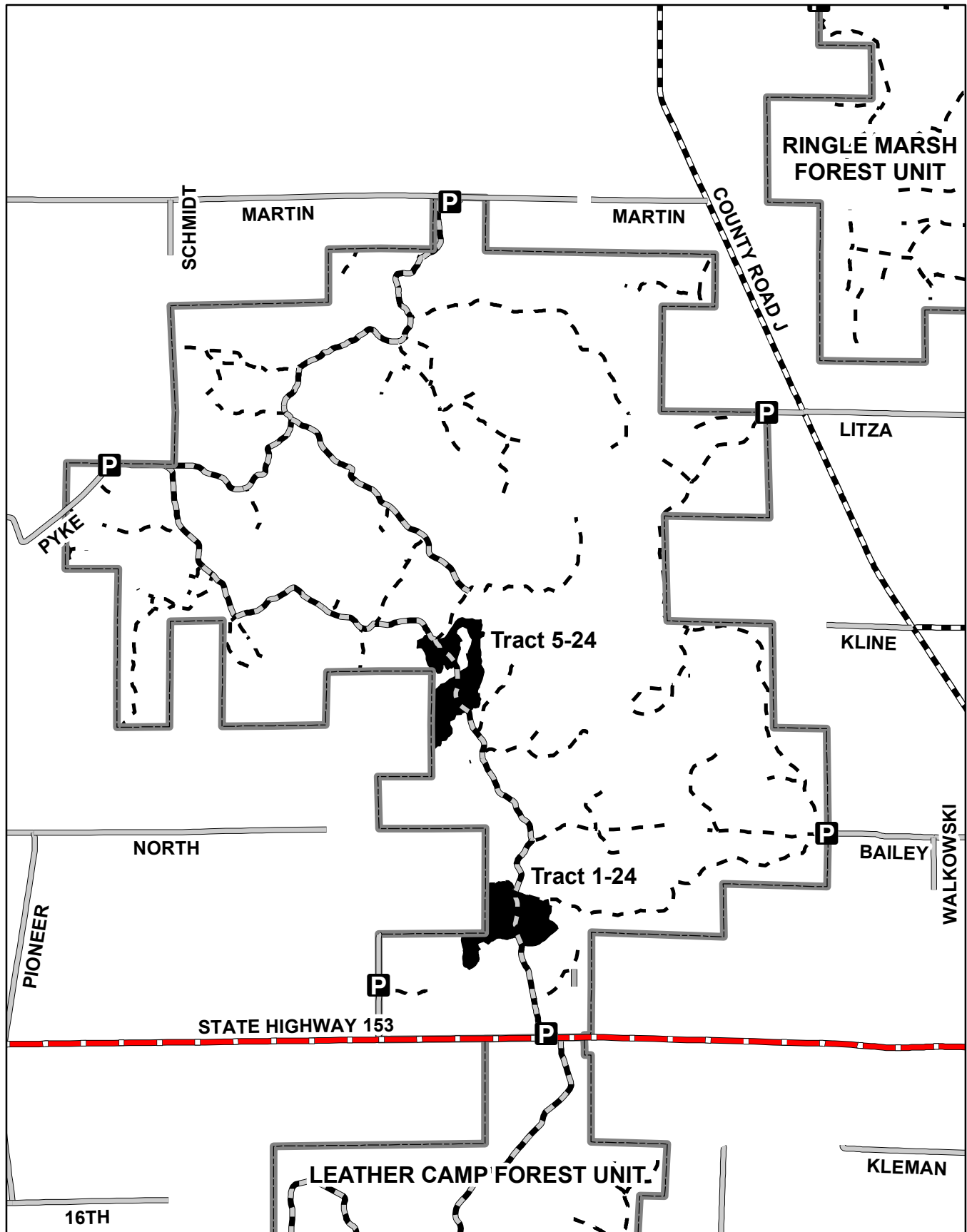
Tract 1-24



Legend

- | | | | | | |
|--|--------------------|---|-------------------------|---|---------------|
|  | Oak Shelterwood |  | PPL - Purple Paint Line |  | Private Lands |
|  | Red Maple Coppice |  | RPL - Red Paint Line |  | Gravel Trails |
|  | Green Tree Islands |  | BPL - Blue Paint Line |  | Woods Trail |

Kronenwetter Forest Unit



Legend

- Forest Unit Boundary
- Parking Lots
- Gravel Trails



MARATHON COUNTY TIMBER SALE
Burma Forest Unit – March 2024

Tract # 02-24 Bad Omen

ESTIMATED VOLUMES		
SPECIES	PULPWOOD (TONS)	LOGS (MBF)
Red Pine	*2450	
Biomass (Optional)	500	

Location: Sections 17, 18, &21, T.27N.-R.6E. (Town of Mosinee)

Size: 70 Acres

Seasonal Time Frame: June 1 - March 31 (if dry can start in May).

Contract Length: Contract must be completed by June 30, 2027

**Includes less than 10 tons all other conifer (mainly White Pine and spruce)

TICKET/MILL SCALE SALE

Cutting Regulations:

Area 1 – Red Pine Clear Cut (13 acres in 2 blocks) – Cut all trees 1 inch and greater.

Area 2 – Red Pine Thinning (57 acres in 5 blocks) – Cut all orange marked trees.

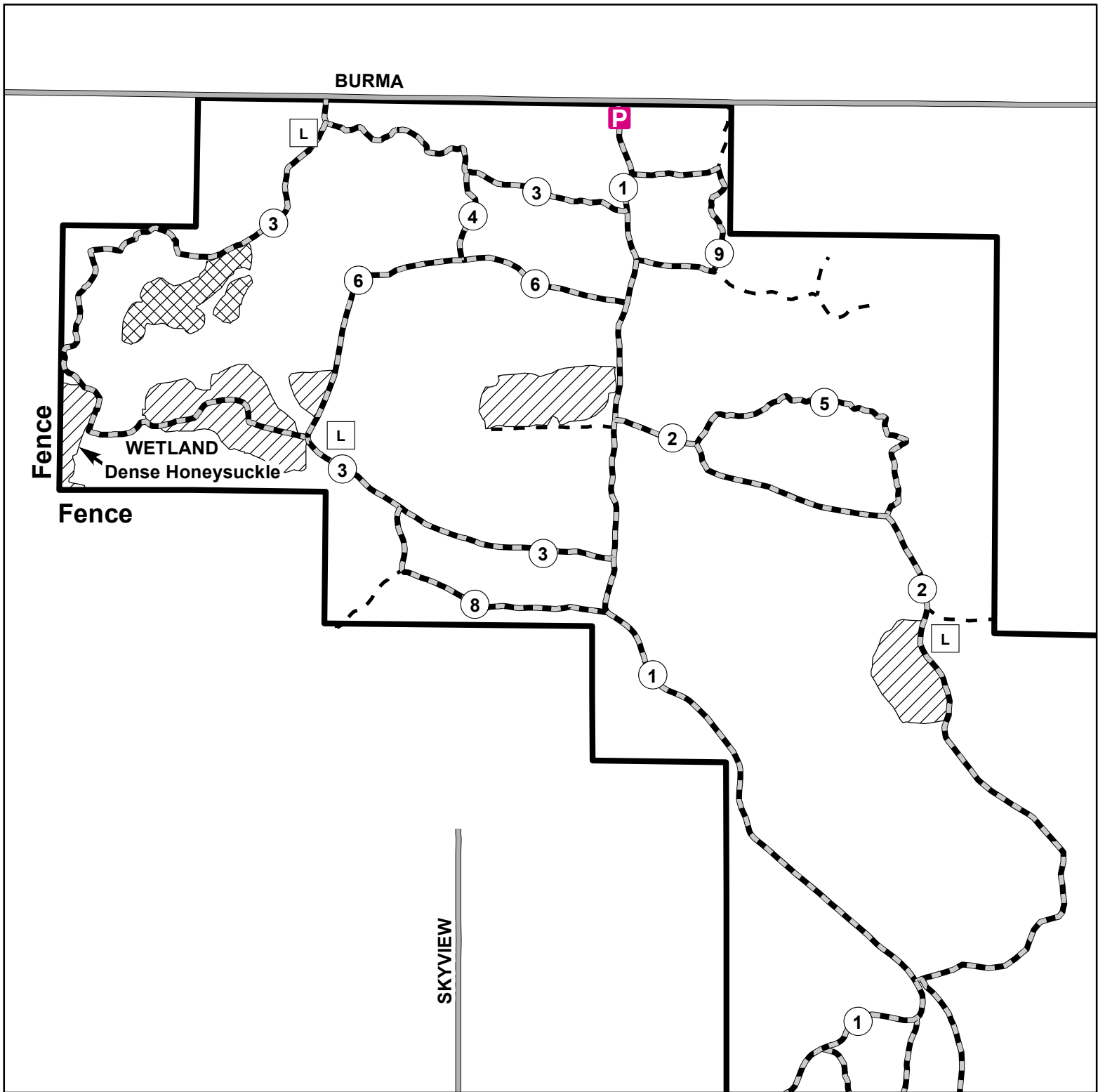
Roads/Trails/Decking Areas: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition. June 1 – Sept. 1 all pine must be hauled within 3 weeks of cutting.

Slash/Wildlife/Other: 16’ 8” maximum forest product length, except for utility poles. 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. Heterobasidion treatment required for all conifer by the end of each workday, from April 1-November 30 and may be required from December 1-March 30 if abnormally warm for an extended period to be determined by Marathon County Forest representative. If using Cellu-Treat, 100% of stump cross-section must be treated (NO EXCEPTIONS). If using Rot-Stop, at least 85% of stump cross-section must be treated. Western-most block of pine thinning contains dense honeysuckle. All equipment shall be cleaned off prior to leaving this area each time. East block of Area 2 – trees harvested along northern and southern boundaries shall be felled into the harvest areas to prevent damage to adjacent oak trees.







Utilization: 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

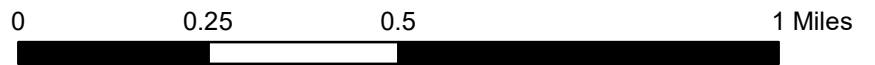
The bidder must sign and return our contract and a performance bond of at least 25% of the contract value within 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.

Tract 2-24

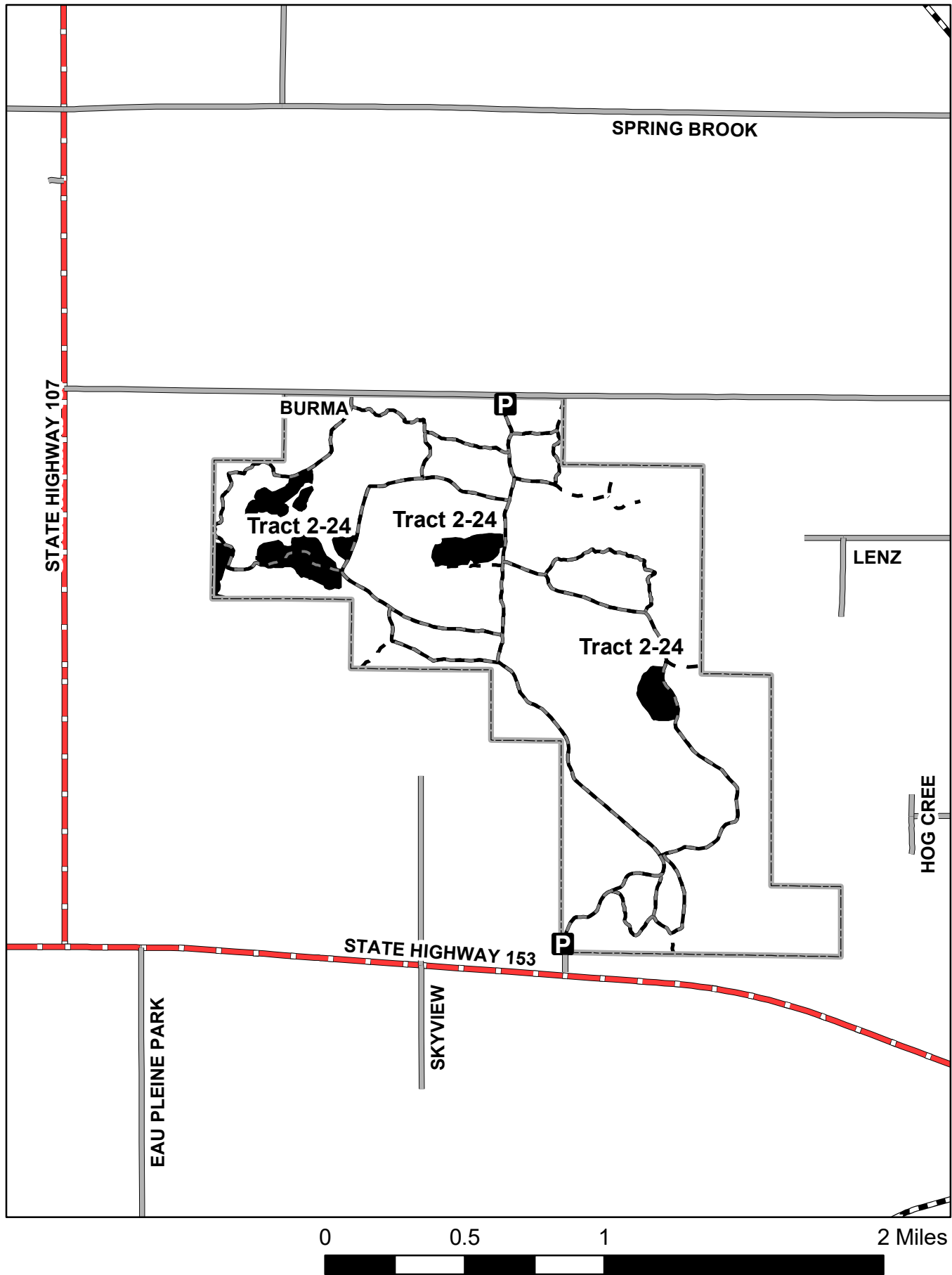


Legend

-  Area 1: Red Pine Clear Cut
-  Area 2: Red Pine Thinning
-  3 - ATV/Snowmobile Trails
-  - - - Grass road
-  P Parking Lots
-  L Landing Sites



Burma Forest Unit



Legend

- Gravel Trails
- Forest Unit Boundary
- Parking Lots



MARATHON COUNTY TIMBER SALE
Nine Mile Forest Unit – March 2024

Tract # 03-24 Full Circle

ESTIMATED VOLUMES		
SPECIES	PULPWOOD (TONS)	LOGS (MBF)
Red Pine	*800	-
Biomass (Optional)	NOT OFFERED	

Location: Sections 19 & 30, T.28N.-R.7E. (Town of Rib Mountain)

Size: 41 Acres

Seasonal Time Frame: June 1-March 31 (if dry can start in May)

Contract Length: Contract must be completed by June 30, 2026

*Includes less than 10 tons all other conifer (mainly spruce)

TICKET/MILL SCALE SALE

Cutting Regulations:

Red Pine Thinning (31 acres 1st thinning, 10 acres 3rd thinning) – Cut all orange marked trees.

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. June 1-Sept. 1 all pine must be hauled within 3 weeks of cutting.

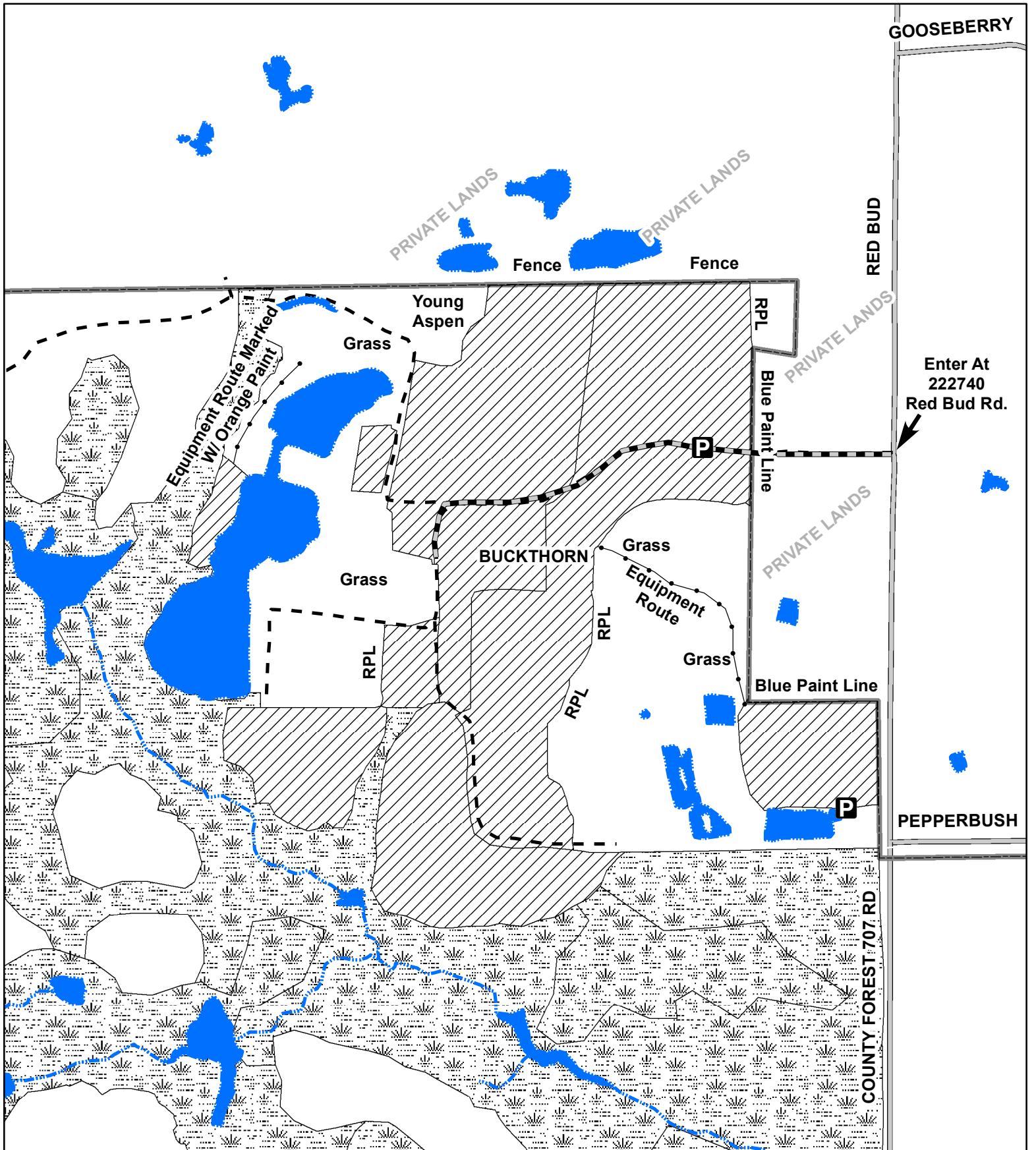
Slash/Wildlife/Other: 16' 8" maximum forest product length, except for utility poles. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags unless they pose a safety risk to harvesting operations. Heterobasidion treatment required for all conifer by the end of each workday from April 1-November 30 and may be required from December 1-March 30 if abnormally warm for an extended period of time to be determined by Marathon County Forest representative. If using Cellu-Treat, 100% of stump cross-section must be treated (NO EXCEPTIONS). If using Rot-Stop, at least 85% of stump cross-section must be treated. County forester will flag 15-foot equipment restriction zone for ponds/lakes. Buckthorn area (see prospectus map) will be flagged, and all equipment shall be cleaned off prior to leaving this area each time.

Utilization: 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.

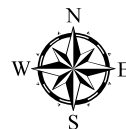
Tract 03-24



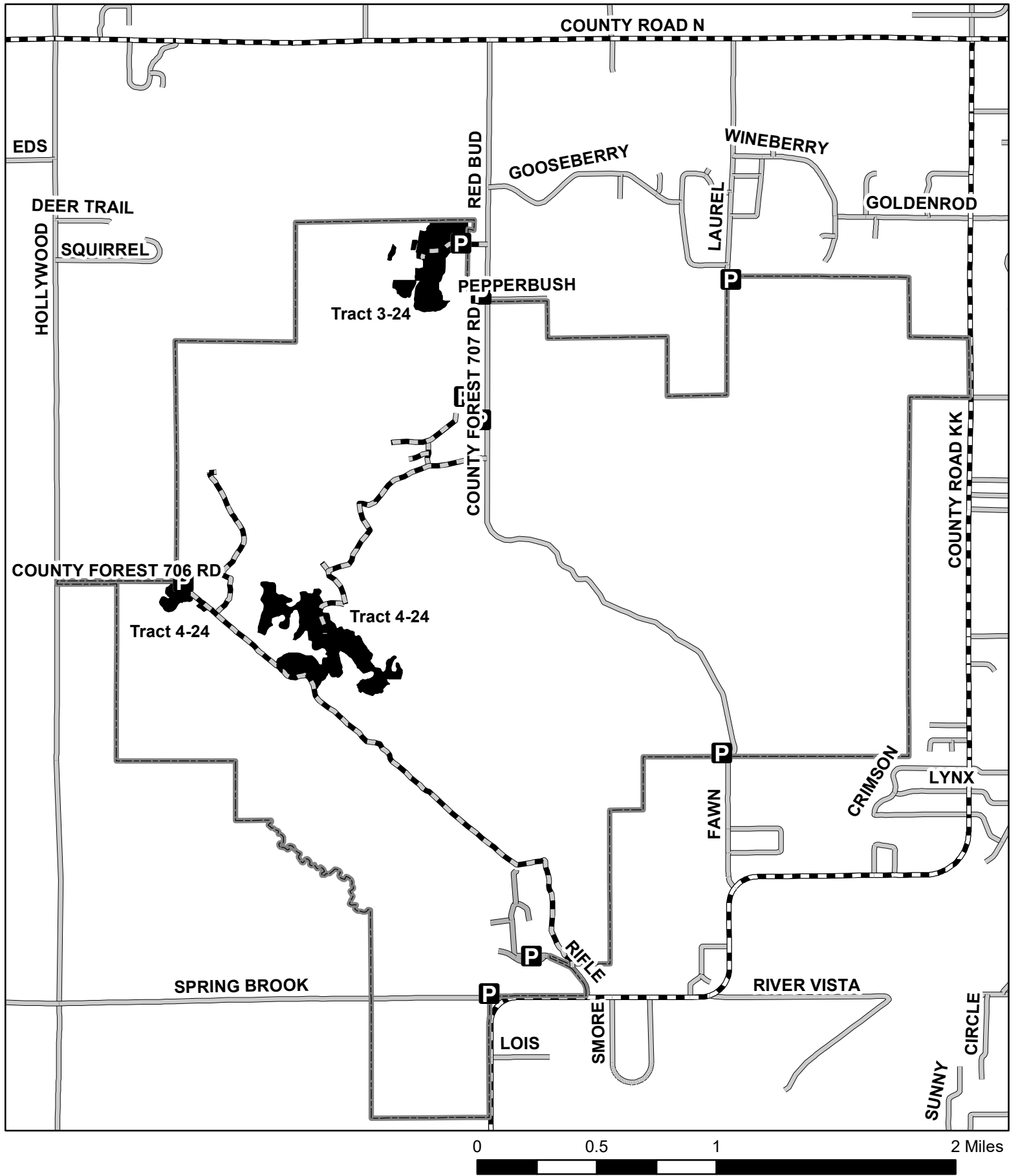
Legend

- | | | | |
|---|-------------------|---|---------------|
|  | Red Pine Thinning |  | Gravel Trails |
|  | Lakes |  | Trails |
|  | Streams |  | Parking Lots |
| RPL Red Paint Line | | | |




0 250 500 1,000 Feet



Nine Mile Forest Unit



Legend

-  Forest Unit Boundary
-  Parking Lots
-  Gravel Trails



MARATHON COUNTY TIMBER SALE
Nine Mile Forest Unit – March 2024

Tract # 04-24 TWICE AS LONG

ESTIMATED VOLUMES		
SPECIES	PULPWOOD (TONS)	LOGS (MBF)
Red Oak	1100	75.0
Red Maple	-	20.0
Hard Maple	-	20.0
Ash	-	*7.0
Basswood	80	4.0
Mixed Hardwood	**850	-
Aspen	550	-
Tops/Biomass	Not Offered	-

Location: Section 31, T.28N.-R.7E. (Town of Rib Mt.)
 Section 36, T.28N.-R.6E. (Town of Marathon)

Size: 68 Acres

Seasonal Time Frame: August 11 – October 31
 (Area 3 may be harvested from November 1 – March 15
 with ingress/egress restrictions)

Contract Length: Contract must be completed by June
 30, 2026.

TICKET/MILL SCALE SALE

*Includes less than 1.0 MBF all other hardwood logs

**Approximately 55% Hard Maple, 24% Red Maple, 16% Ash, & 5% all other hardwood

Cutting Regulations:

Area 1 – Oak Shelterwood (36 acres in 6 blocks) – Cut all trees one inch and greater unless marked with green paint or within green paint lines.

Area 2 – Hardwood Thinning (25 acres in 4 blocks) – Cut all orange marked trees.

Area 3 – Aspen Coppice (7 acres in 2 blocks) – Cut all trees one inch and greater except oak & conifer (unless marked with orange paint), green marked trees, and trees within green paint lines.

Roads/Trails/Decking Areas: Forestry Division must approve new roads, trails, skid routes and decking areas. Use of and crossing of cross-country ski trails shall not be permitted after October 31. All roads and trails shall be returned to their original condition by October 31 of each year.

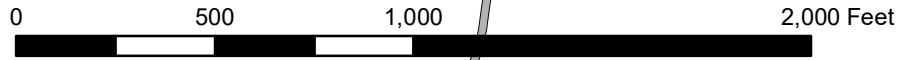
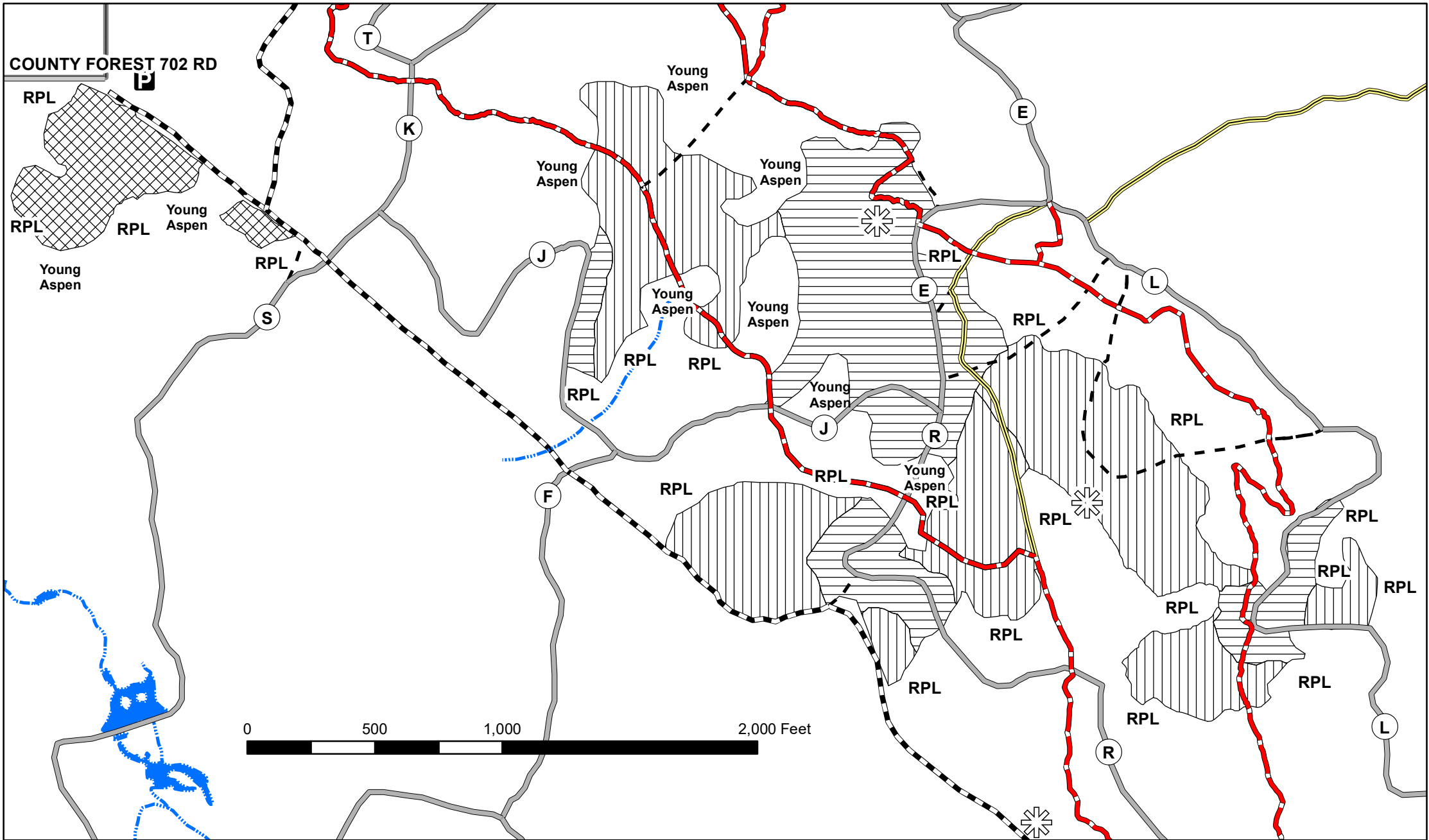
Slash/Wildlife/Other: 16’8” maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10,” which shall not exceed 10.” Do not cut snags unless they pose a safety risk to harvesting operations or are within 100’ trails. Do not cut wildlife trees marked with an orange “W.” Recreational events on weekdays and weekends may suspend harvesting and hauling operations for short periods. Contact county forester for dates of events.

Oak Wilt salvage pockets shall have all trees marked with orange paint harvested (see prospectus map for locations)

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

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 4-24

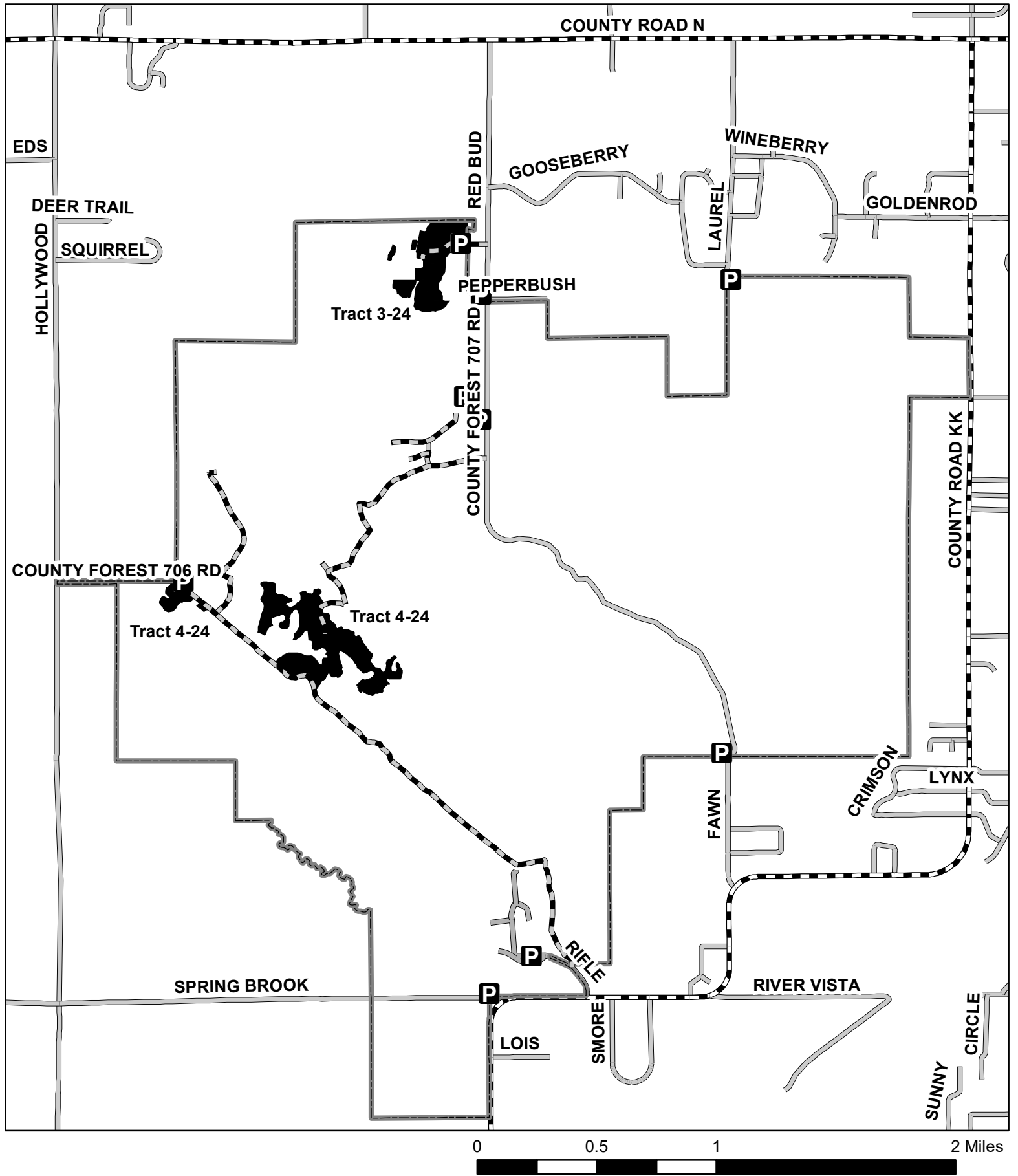


Legend




- | | | | |
|---------------------------|---------------------|-----------------|---------------------------|
| Area 1: Oak Shelterwood | Horse Trails | Snowshoe Trails | RPL Red Paint Line |
| Area 2: Hardwood Thinning | Single Track Trails | Other Trails | Oak Wilt Salvage |
| Area 3: Aspen Coppice | XC Ski Trails | Parking Lots | |



Nine Mile Forest Unit



Legend

-  Forest Unit Boundary
-  Parking Lots
-  Gravel Trails



MARATHON COUNTY TIMBER SALE
Kronenwetter Forest Unit – March 2024

Tract # 05-24 Hidden Waters

ESTIMATED VOLUMES		
SPECIES	PULPWOOD (TONS)	LOGS (MBF)
Aspen	2350	
Mixed Hardwood	*210	**1.0
Red Oak	55	7.0
Biomass (Optional)	650	

Location: Section 24, T.27N.-R.8E. (Village of Kronenwetter)

Size: 53 Acres

Seasonal Time Frame: Frozen Ground
 (Consideration will be given from July 16 until frozen ground if abnormally dry)

Contract Length: Contract must be completed by June 30, 2027.

*Approximately 79% Red Maple, 12% Ash, 9% All

Other Hardwood

**Includes All Other Hardwood

TICKET/MILL SCALE SALE

Cutting Regulations:

Aspen Coppice (53 acres in 1 block) – Cut all trees 1 inch and greater except oak (unless marked with orange paint) and conifer.

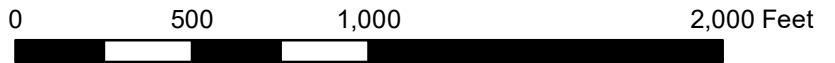
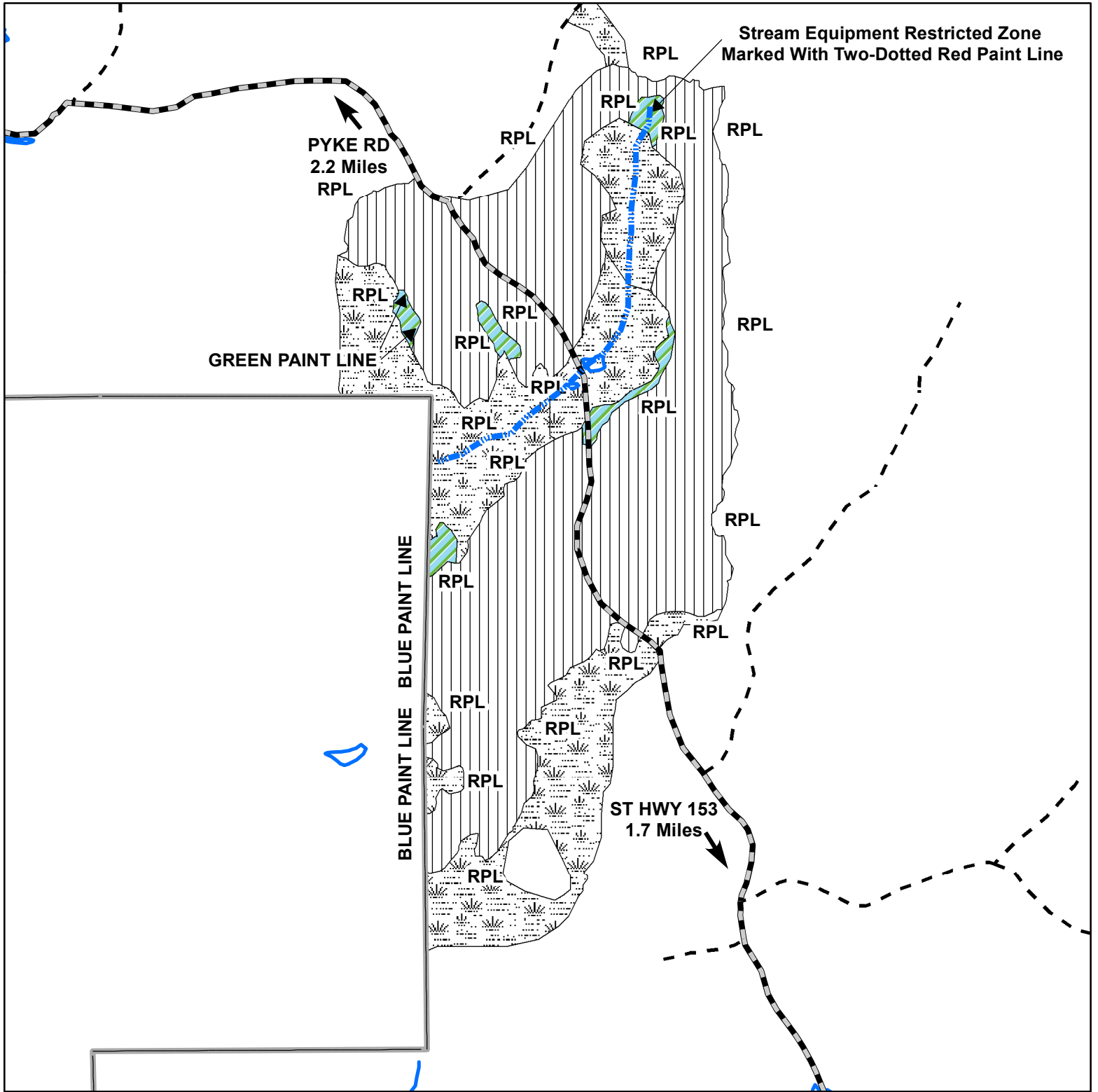
Roads/Trails/Decking Areas: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

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. No biomass harvesting within 50 feet of two-dotted red paint line (see prospectus map).







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 05-24

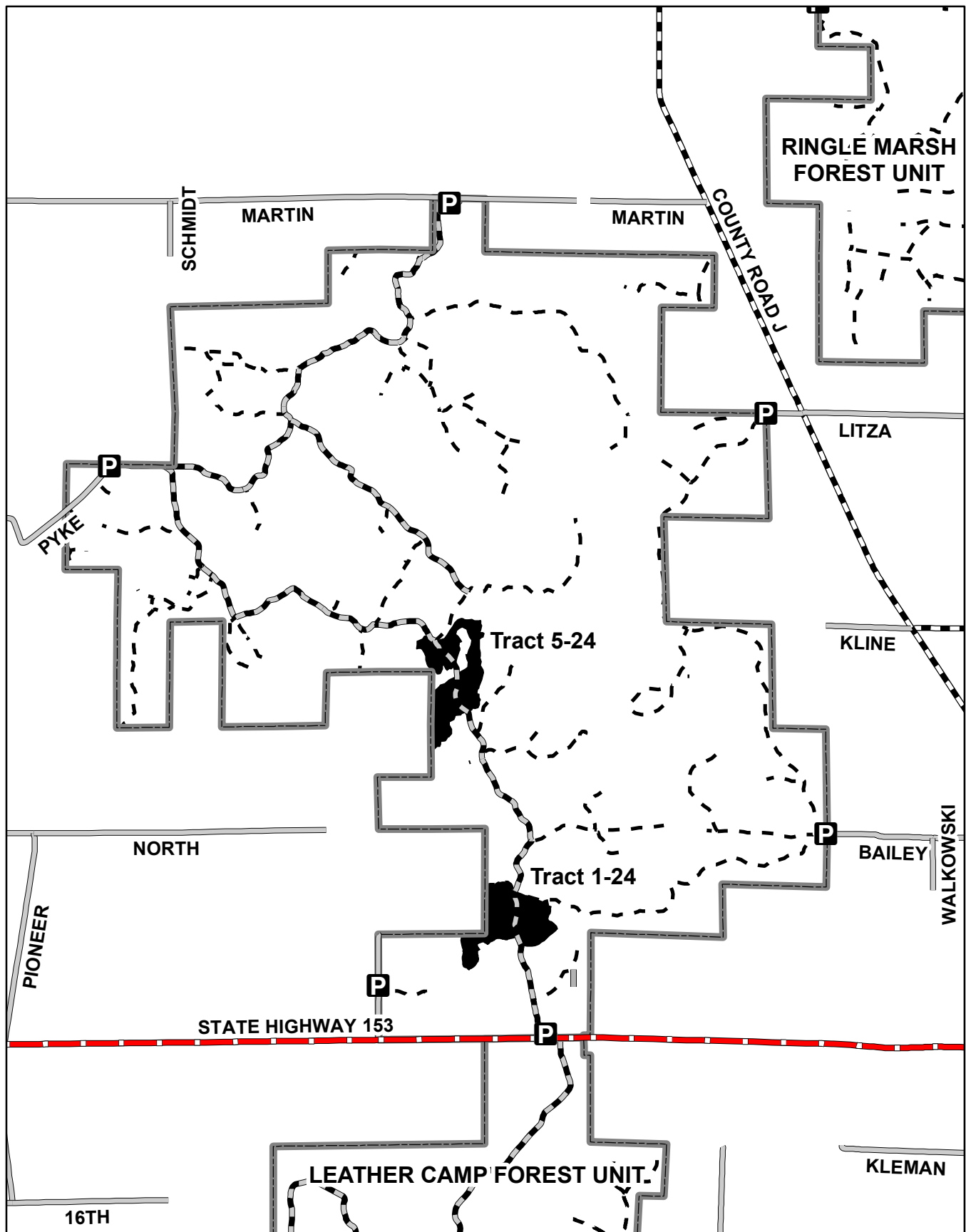


Legend




 Aspen Coppice	 Forest Unit Boundary	RPL Red Paint Line
 Green Tree Islands	 Gravel Trails	
 Wetlands	 Grass Trails	



Kronenwetter Forest Unit



Legend

-  Forest Unit Boundary
-  Gravel Trails
-  Parking Lots



CLOSE OUT TIMBER SALES

Sale 713-22

TWIN FOREST PRODUCTS LLC

	Estimated	Cut	
Basswood Pulp	20 Tons	29.13 Tons	Basswood Pulp
Mixed Hardwood Pulp	1400 Tons	2150.84 Tons	Mixed Hardwood Pulp
Oak Pulp	2450 Tons	1351.34 Tons	Oak Pulp
Fuelwood	100 Tons	48.65 Tons	Fuelwood
	3970 Tons	3579.96 Total Tons Cut	
Ash Sawlogs	10 MBF	9.41 MBF	Ash Sawlogs
Basswood Sawlogs	1 MBF	3.30 MBF	Basswood Sawlogs
Hard Maple Sawlogs	6 MBF	7.91 MBF	Hard Maple Sawlogs
Red Maple Sawlogs	20 MBF	26.38 MBF	Red Maple Sawlogs
Red Oak Sawlogs	130 MBF	158.33 MBF	Red Oak Sawlogs
	167 MBF	205.33 Total MBF Cut	

Total Revenue for Sale: **\$147,178.61**

Balance: \$9,918.96

Bond Amount: \$30,731.88

Bond Type: Letter of Credit

Recommendation: **Close Sale and Return Letter of Credit**



Great Lakes
**Timber
Professionals**
Association

03/21/2024

info@gltpa.org
715-304-2861
Rhinelander, WI 54501



BILLERUD

Message From Billerud

March 21, 2024

I would like to take a moment to inform you of an important development within our company.

Today, Billerud announced that it has reached terms with the Capital Recovery Group, LLC (CRG, LLC) for the sale of the idled Wisconsin Rapids Mill and related assets. This decision follows a thorough exploration of viable and sustainable alternatives for the mill since its idling in July 2020. The anticipated completion of this transaction is scheduled for April 2024.

It's important to emphasize that Billerud remains fully committed to the ownership and operation of the Wisconsin Rapids Converting Facility. This facility plays a key role in converting rolls of paper produced at our Escanaba and Quinnesec mills into folio and digital sheets, as well as sheeting cartonboard imported from our European mills. Our Midwest facilities are strategically located to ensure that we can continue to

deliver our products quickly, efficiently, and cost-effectively to meet our customers' needs.

The decision to divest the idled Wisconsin Rapids Mill and associated assets underscores Billerud's dedication to prioritizing core business objectives, resource optimization, and strategic alignment with our long-term goals, centered on fostering sustainable growth. Importantly, this decision will not impede our ability to uphold our commitment to delivering exceptional products and services to our valued customers.

We take immense pride in the rich legacy of the Wisconsin Rapids Mill within the paper and pulp industry and its contributions to the local community. Looking ahead, we are eager to continue this legacy through our converting facility, which will not only preserve over 130 jobs in the area but also indirectly support numerous roles across our supply chain.

We greatly appreciate your continued support and partnership as a valued supplier to Billerud. Should you have any questions, please do not hesitate to contact me or your Billerud Fiber Supply contact.

Sincerely,
Nick Monkevich
Fiber Supply Director

This Constant Contact is Sponsored by:



Marathon County Forestry Committee

April 1st, 2024 Meeting

- As of 3/25/24 the DNR had completed ~502.25 hours of 660 time standard hours for '23/'24. ~ 76% of total through 75% of the time (9 of 12 months). Sorenson ~434 hours of 525 hours ~ 83%
- Assisted Joe Tucker with marking of two 2025 Oak thinnings on the Kronenwetter Unit
- This coming month John Hunt and I will be marking sales on the Kronenwetter and Burma Forest Units

Respectfully submitted,

Jeff Sorenson

Jeff Sorenson

Wisconsin DNR – Marathon County Forest Liaison