

### MARATHON COUNTY FORESTRY/RECREATION COMMITTEE AGENDA

#### <u>Date and Time of Meeting:</u> Tuesday, April 4, 2023 at 1:00pm <u>Meeting Location:</u> 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: 2491 946 9344. 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, January 31, 2023 Committee Meeting
- 4. Operational Functions Required by Statute, Ordinance or Resolution:
  - A. Discussion and Possible Action by Committee
    - 1. Timber Sale Closeouts Rodney Hix Forest Products Contract #686-19 – Futurewood Corporation #667-18
    - 2. Review and Consider Approving Spring 2023 Timbersale Package
    - 3. Review Lake States Forest Management Bat Habitat Conservation Plan Information and Summary
    - 4. 2022 County Forest Division Annual Report
    - 5. Discuss and Consider Approval on Department of Natural Resources Request to Construct up to 30 Exclosures to Compare Oak Regeneration Success.
    - 6. Discussion and Recommendation from Forest Citizens' Advisory Subcommittee on Hunting and Trapping at Bitzke Birdwalk Nature Trail Between September 1 and November 15.
  - 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. Forestry Division Expense/Revenue Reports
- B. 2022 Timber Stumpage Payments to Towns
- C. Wisconsin North Central Forest Health Workshop September 13, 2023
- D. Informational Sign to be Installed at Nine Mile Forest Laurel Road Parking Lot

#### 7. Next Meeting Date, Time, Location: Tuesday, May 2, 2023 at 1:00pm at 212 River Dr., Wausau, WI 54403, Room 5 or via Webex

- A. Announcements/Requests/Correspondence
- B. Future Agenda Items: Timbersale Closeouts, Review Timber Bids and Award Contracts, Timber Bid Summary, WCFA Summer Tour Location and Dates, Timber Sale Extension Requests
- 8. Adjournment

#### SIGNED <u>/s/ Thomas Lovlien</u> 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 <u>COUNTYCLERK@CO.MARATHON.WI.US</u> ONE BUSINESS DAY BEFORE THE MEETING.

EMAILED/FAXED TO:Daily Herald and other News Media GroupsByEMAILED/FAXED BY:Jodi LuebbeDailyEMAIL/FAX DATE/TIME:March 29, 20239:30 a.m.

#### NOTICE POSTED AT COURTHOUSE:

Зу:	
Date:	
Time:	a.m/p.m.

# FORESTRY/RECREATION COMMITTEE MINUTES

Members present: Rick Seefeldt (chair), Tom Rosenberg (vice-chair), Jean Maszk Staff present: Tom Lovlien-Forest Administrator, Jamie Polley-Director, Joe Tucker-County Forester, Michael Van Offeren-Recreational Deputy

Others present: Stacey Morache-County Board, Jeff Sorenson-DNR Liaison, Kelly Reith, Mike Lane

1. <u>Call Meeting to Order</u> – 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

Kelly Reith, 150097 Wineberry Lane, Wausau – Reith spoke mainly about the safety concerns he felt that unleashed dogs on the path near his property caused during deer and turkey hunting seasons. He had asked that Committee consider prohibiting dogs running at large during these hunting seasons and discussed changes to the existing ordinance to cover this. He said his changes follow some of the same language recommended for not allowing dogs on ski trails. He mentioned there are signs about hunting by the Nine Mile chalet and signs on the ski trails about respecting them.

Mike Lane, 921 Landfried Avenue, Mosinee – Lane hunts in Nine Mile with the aid of a dog and said the rule on the ski trail didn't apply to someone hunting with a dog. He didn't think they should close all of Nine Mile to dogs because one family has trouble by their house. He felt an officer could take care of trespassing issues or Reith could construct a fence to keep dogs off his property if he wanted. He asked Committee not to change the ordinance.

Reith clarified that he was not looking to exclude people hunting with dogs he was just referring to recreational dog walkers that didn't know hunting was occurring.

3. <u>Approve Minutes</u> – **Motion** / second by Rosenberg / Maszk to approve the minutes from the November 29, 2022 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. Review and Consider Revisions to Marathon County General Code Chapter 16 Relating to Dogs Off Leash in County Forests – Lovlien said County Forest Law requires the County to provide a rational basis about why a new ordinance is needed and show that they have authority to create one. Lovlien researched federal, state and other county forests to see if they had any ordinances restricting recreational dog walking in undeveloped areas. He discussed the differences between developed and undeveloped areas. No other county forests had ordinances relating to recreational dog walkers being prohibited from county forests or having dogs required on leashes in undeveloped areas. The federal and state forests have ordinances that dogs can't be in developed areas without leashes but nothing within their undeveloped areas. Corporation Counsels opinion states that the County has no authority to implement a citizen ordinance as written, enforcement of a stricter regulation would be extremely difficult and could be found to be contrary to state law.

Lovlien said specific regulations were set for the developed trail systems at Nine Mile because there were problems with people walking dogs on them. Something he thought might help this situation would be to put up a permanent sign at the parking lot on Laurel Road to let people know that hunting occurs on County forests. The sign could say "hunting is allowed according to state regulations, please respect private property, wear bright colors and consider leashing your dogs". He noted that there are over 30,000 acres of forest lands and 39 parking areas in the forest system so signing every one of them isn't feasible but signing the lots where there are issues is reasonable. They haven't had any other complaints anywhere else in Nine Mile other than the ski trail so he is hopeful that posting a sign may take care of some of the problems. If a dog trespasses on private lands there is always the option to call the Sheriff's Department. Staff will draft some language suggestions for the Laurel Road parking lot sign and bring it back to Committee for review. **Motion** / second by Maszk / Rosenberg to not move on with any revisions to the ordinances. Motion **carried** by voice vote, vote reflected as 3-0.

Reith and Lane left the meeting at 1:38pm

# FORESTRY/RECREATION COMMITTEE MINUTES

2. 2022 Department Year in Review – Polley highlighted some of the accomplishments from the previous year. There were increases in season passes and camping from 2021. The gross timber sale revenue in 2022 was \$790,000 and the net to the County was \$553,000. In 2022 the even flow amount was \$275,000 and was increased in 2023 to \$305,000. A few of the other highlights include work on the westside masterplan, 3.4 miles of new road at Big Eau Pleine Park, vegetation management at Barker Stewart Island, repairs to the 400 Block stage, new playgrounds, replacements to vault toilets, work at ice arena, park land acquisition, upgrades to high bridge at Eau Claire Dells Park, roofing at cattle barns, completed memorials and trial season for fat tire biking at Nine Mile.

3. 2023 Park, Recreation and Forestry Workplan – Polley highlighted some of the work planned which includes restroom replacements, Marathon Park water system update, redesign and build skatepark, treating and removing ash trees, planning new trees, planning the Department consolidation and expanding recreation program and events. Polley discussed upcoming small County and City projects. Some forestry work includes administering timber sales, site preparation for red pine planting, and evaluating trial season of fat tire winter biking. Staff will also be working on the sustainability plan, Rib Falls Master Plan, and ice arena/indoor sports feasibility Capital Improvement Project request.

B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration - None

5. <u>Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources</u> <u>Committee</u> – None

6. Educational Presentations/Outcome Monitoring Reports

A. Marathon County Forest Program Review 2017 - 2021 – Lovlien reported that every five years the DNR does a program and financial audit. Lovlien discussed the commendations and recommendations from the audit results. He noted that the Department is current on its Sustainable Forestry Initiative (SFI) certification requirements.

B. Winter Recreational Program Update – Lovlien said the freezing rain and wet heavy snow caused a rough beginning for winter programs. Currently winter tubing and ice skating are open. Also, all trail systems are open which include skiing, snowshoeing, biking, and most of the snowmobile trails. Winter events have been held except for the Badger State Games.

C. Wisconsin County Forests Association Spring Meeting – March 21-23, 2023 – Lovlien said if anyone would like to attend the meeting being held in Wausau this year they should let him know by February 20<sup>th</sup>. Seefeldt expressed interest and Lovlien will register him.

D. Parks, Recreation and Forestry Law Enforcement Annual Report – Van Offeren reported on law enforcement activity in the forest units. There were twenty-one total complaints which included four vehicle violations, ten cross-country ski patrols, five miscellaneous criminal, one illegal dumping and one lost hiker/hunter. There are more illegal dumping incidences but some are hard to trace and the forester takes care of picking up the items. Two citations were issued which does not include the violation notices. He noted that thirteen tree stand/trail cameras were confiscated and one that was reported couldn't be located. Questions were answered.

E. Billerud Corporation Investments in North America Operations – Lovlien reported that Verso had sold three mills to Billerud and it appears the Wisconsin Rapids mill will not reopen again. Billerud will be investing one-billion dollars into the mill in Escanaba to change it over to fiber container board and carton board packaging. It is possible they may take wood from Wisconsin and rail it up to Michigan.

F. Report on Timber Sale Activity on County Forest Lands and Revenue Assumptions – Lovlien reported the net revenue even flow amount for 2023 had been increased to \$305,000. This January has been warm so staff advised County Administration they may not make the even flow amount this year but had exceeded the amount the last few years. There will be timber sale extensions coming to Committee this summer.

# FORESTRY/RECREATION COMMITTEE MINUTES

7. <u>Next Meeting Date, Time, Location: Tues., March 7, 2023, 11:30am, Rm. 5 and Webex, 212 River Dr., Wausau WI 54401</u> – Staff will keep Committee informed of status of this meeting if needed.

A. Announcements/Requests/Correspondence – none brought forward

B. Future Agenda Items: 2022 County Forest Annual Report, Forestry Division Expense/Revenue Report, Timber Sale Closeouts, 2022 Timber Stumpage Payments to Towns

8. <u>Adjourn</u> – **Motion** / second by Rosenberg / Maszk to adjourn the meeting at 2:45 p.m. Motion **carried** by voice vote, vote reflected as 3-0.

# **CLOSE OUT TIMBER SALES**

Sale 686-19

### RODNEY HIX FOREST PRODUCTS

	Estimated	Cut	
Aspen Pulp	3100 Tons	4265.34 Tons	Aspen Pulp
Mixed Hardwood Pulp	230 Tons	176.21 Tons	Mixed Hardwood Pulp
Fuelwood 30 Tons		29.95 Tons	Fuelwood
	3360 Tons	4471.50 Total	Tons Cut

Tota	al Revenue for Sale:	\$46,990.33
	Balance:	(\$446.54)
	Bond Amount:	\$8,741.25
	Bond Type:	Letter of Credit
Recommendation:	Close out sa Letter of Cre	e and return original dit

# **CLOSE OUT TIMBER SALES**

Sale 667-18

#### FUTUREWOOD CORP

	Estimated	Cut
Aspen Pulp	1050 Tons	1514.36 Tons Aspen Pulp
Basswood Pulp	110 Tons	181.90 Tons Basswood Pulp
Mixed Hardwood Pulp	370 Tons	1151.98 Tons Mixed Hardwood Pulp
Mixed Hardwood Tops <	300 Tons	2848.24 Total Tons Cut
	1830 Tons	
		18.97 MBF Ash Sawlogs
Ash Sawlogs	10 MBF	30.70 MBF Basswood Sawlogs
Basswood Sawlogs	15 MBF	6.89 MBF Hard Maple Sawlogs
Hard Maple Sawlogs	5 MBF	11.51 MBF Red Maple Sawlogs
Red Maple Sawlogs	8 MBF	68.07 Total MBF Cut
	38 MBF	

Total Re	evenue for Sale:	\$56,645.79	
Bala	ance:	\$3,759.78	
Bon	d Amount:	\$7,220.40	
Bon	id Type:	Surety Bond	
Recommendation:	Close sale and bond	d return original surety	,



Wausau & Marathon County Parks, Recreation & Forestry

### SPRING 2023 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 <u>A secondary bid opening</u> for any tracts not sold in the first bid opening shall be held at 1:30 pm Wednesday, May 24, 2023, Conference Room 3, 212 River Drive, Wausau, WI 54403.
- CONTRACT EXTENSIONS:

Please read and understand contract extensions as we will be following our policy.

To submit a bid:

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

I invite you to attend the bid opening at 1:30pm, <u>Monday, May 1, 2023</u>, Conference Room 3, 212 River Drive, Wausau, Wisconsin, 54403.

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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.

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

#### CORDWOOD WEIGHT CONVERSION FACTORS POUNDS PER CORD

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

## SPRING 2023 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT			
NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
1-23	Red Oak	3400 Tons	<u>Kronenwetter Forest Unit</u> – HANG-UP
	White Spruce	750 Tons	(95 Acres) Mid-Summer/Fall/Winter logging.
	Mixed Hardwood	470 Tons	Access to Pyke Rd. & State Hwy 153. Ticket Sale.
	White Pine	250 Tons	Contract must be completed by June 30, 2026.
	Aspen	230 Tons	
	Red Pine	210 Tons	
	Red Oak Logs	230.0 MBF	
	Red Maple Logs	4.0 MBF	
	Mixed Hwd. Logs	2.0 MBF	
	Tops/Biomass	1600 Tons	
2-23	Mixed Hardwood	1750 Tons	Kronenwetter Forest Unit – NEW ARRIVAL
	Aspen	1000 Tons	(71 Acres) Dry Mid-Summer/Dry Fall/Winter
	Red Oak	330 Tons	logging. Access to Martin Rd. & Pyke Rd.
	Basswood	70 Tons	Ticket Sale. Contract must be completed by
	Red Maple Logs	45.0 MBF	June 30, 2026.
	Red Oak Logs	15.0 MBF	
	Hard Maple Logs	6.0 MBF	
	Ash Logs	5.0 MBF	
	Basswood Logs	1.0 MBF	
	Tops/Biomass	1000 Tons	
3-23	Red Pine	1050 Tons	<u>Nine Mile Forest Unit</u> – NINE AT NINE
	White Pine	925 Tons	(62 Acres) Late Spring/Summer/Fall logging
	Mixed Hardwood	40 Tons	Access to Red Bud Road. Ticket Sale.
	White Spruce	15 Tons	Contract must be completed by June 30, 2025.
	Tops/Biomass	Not Offered	
4-23	Mixed Hardwood	2900 Tons	Ringle Forest Unit – EINSTEIN
	Basswood	420 Tons	(102 Acres) Winter logging. Access to
	Red Oak	260 Tons	White Horse Lane. Ticket Sale. Contract
	Red Maple Logs	100.0 MBF	must be completed by June 30, 2026.
	Ash Logs	70.0 MBF	· · · ·
	Basswood Logs	35.0 MBF	
	Red Oak Logs	15.0 MBF	
	Tops/Biomass	1050 Tons	

### INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 330 acres of timber on Tracts 01-23, 02-23, 03-23, and 04-23. These tracts have an estimated 17,720 tons and 528.0 thousand board feet of:

Mixed Hdwd. Pulp	5160 Tons
Red Oak Pulp	3990 Tons
Red Pine Pulp	1260 Tons
Aspen Pulp	1230 Tons
White Pine Pulp	1175 Tons
White Spruce Pulp	765 Tons
Basswood Pulp	490 Tons
Biomass	3650 Tons

ons ns ms ms ons ons ns Red Oak Logs 260.0 MBF Red Maple Logs 149.0 MBF Ash Logs 75.0 MBF Basswood Logs 36.0 MBF Hard Maple Logs 6.0 MBF Mixed Hdwd. Logs 2.0 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, May 1, 2023, to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Suite 2, Wausau, WI, 54403-5476. Bids will be publicly read at that time in Conference Room 3. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

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

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

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

A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 PM, Wednesday, May 24, 2023. Conference Room 3, 212 River Drive, Wausau, WI 54403.

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

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



### TIMBER SALE BID

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

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

SPECIES	ESTIMATED VOLUME	PRICE BID PER TON OR MBF	TOTAL
		GRAND TOTAL	\$

Logger's Statement of Qualifications:

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

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

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

(Please fill out and sign reverse side)

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

5. FISTA trained	Yes 🗌	No 🗌	Date	
Other safety train	ing (please d	escribe)		
			Date	<u> </u>
<u></u>			Date	<u> </u>
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	e-year extension	
	1.	2 or 2.5 year contract	10%
	2.	3 year contract	15%
B.	Addition	nal one-year extensions	10%
C.	Other ap	pplicable charges or fees:	<u>NONE</u>

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 <u></u>\_\_\_\_\_\_ 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.

REV 9/21

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.

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

- 6. FORESTRY COMMITTEE. The Forestry/Recreation Committee (hereinafter called FR Committee) shall then make a determination of whether the Timber Sale Contract and/or Performance Bond described in Paragraph 4 shall be forfeited. Purchaser shall have notice of the FR Committee meeting and an opportunity to be heard. Notification of the FR Committee's decision shall be sent to the Purchaser by certified mail at the address specified on the first page of this contract. The decision of the FR Committee, acting on the advice of its agents as to whether Purchaser is in compliance with the terms of this contract, shall be final subject to Purchaser's rights to appeal pursuant to Chapter 24 of the General Code of Ordinances for Marathon County.
- 7. FAILURE TO COMPLY WITH CONTRACT FORFEITURE. Should the Purchaser enter into more than one timber sale contract, all of the timber sale contracts entered into by and between the Purchaser and the County shall be considered as one general contract consisting of subunits relating to different sites. A notice of non-compliance with respect to any one site shall constitute notice as to all sites, and the Purchaser shall forthwith cease operations at all sites until Purchaser receives written authorization to resume operations in accordance with the procedures set forth herein.
- 8. NON-DISCRIMINATION. In connection with performance of work under this contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or disabilities.
- 9. TITLE TO PRODUCTS AND STUMPAGE. Title to all cut forest products shall remain with the County until paid for by Purchaser. Purchaser shall be responsible for payment of all damage or loss of all forest products resulting from fire, flood, theft caused by his own fault during the contractual term. Forest products and stumpage remaining on the sale area at the expiration of the contract or upon breach, revert to the ownership of the County without any refund of monies paid.
- 10. AUTHORIZATION TO RELEASE INFORMATION. Purchaser authorizes any individual, business, or mill receiving wood from this contract to release mill scale slips and any other information to the County regarding amount, date received, and other relevant information.
- 11. **RESIDENCE.** No residence shall be established on the contract area.
- 12. TRAINING REQUIREMENT. The Purchaser is responsible for ensuring that the actual logging contractor engaged in performance of this contract complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website http://www.fistausa.org/sfi\_standards.html 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 Forestry website on at: http://council.wisconsinforestry.org/invasives/forestry. REV 9/21 5

(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</u> Infrastructure	Soil disturbances are excessive if:
Roads,Landings,SkidTrails,General Harvest Area	<ul> <li><u>A gully or rut is 6 inches deep or more and is resulting in channelized flow to a</u> wetland, stream, or lake.</li> </ul>
<u>Roads, Landings, and</u> <u>Primary Skid Trails</u>	<ul> <li>In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.</li> <li>In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.</li> </ul>
SecondarySkidTrailsandGeneralHarvest Area	<ul> <li><u>A gully or rut is 6 inches deep or more and 100 feet long or more.</u></li> </ul>

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

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

- C. The County may temporarily suspend operations under this contract due to excessive soil disturbances (as defined in Table 1).
- D. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.
- E. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):
  - (1) NONE

(2)

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- **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 offroad 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 REV 9/21

- 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 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 is certified to the standards of the Sustainable Forestry Initiative<sup>®</sup> NSF-SFI-FM-1Y943 SFI 100%. Forest products from this sale may be delivered to the mills "SFI 100%" so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

#### **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 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 delimber 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.

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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.

Label Name	Active Ingredient	Distributor
Rotstop <sup>®</sup> 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: <u>order@bioforest.ca</u> Technical Support: <u>support@bioforest.ca</u>
Cellu-Treat	disodium octaborate tetrahydate	Crop Production Services N5853 5 <sup>th</sup> Ave Plainfield, WI 54966 715-335-4900 Website: <u>www.uap.com</u> OR Nisus Corp. at 800-264-0870 Website: <u>www.nisuscorp.com</u>

Table 2. Approved Heterobasidion Root Disease Fungicides

Dated this day of , 2023

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

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

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

(Signature)

(Date)

WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

By:

(Forest Administrator)

(Date)

### MARATHON COUNTY TIMBER SALE Kronenwetter Forest Unit – March 2023

#### Tract # 01-23 HANG-UP SALE

ESTIMATED VOLUMES			
SPECIES	PULPWOOD (TONS)	LOGS (MBF)	
Red Oak	3400	230.0	
White Spruce	750		
Mixed Hardwood	*470	**2.0	
White Pine	***250		
Aspen	230		
Red Pine	210		
Red Maple		4.0	
Biomass (Optional)	1600		

Location: Sections 14 & 23, T.27N.-R.8E. (Village of Kronenwetter)

Size: 95 Acres

<u>Seasonal Time Frame</u>: July 16-March 15 (March 16-April 14 in Areas 1 & 3 allowed if ground is dry/firm)

<u>Contract Length:</u> Contract must be completed by June 30, 2026.

\*Approximately 61% Red Maple, 31% Hard Maple, 4% Ash, 2% Basswood, 2% All Other Hardwood

\*\*Approximately 35% Hard Maple, 35% Ash, 20% Basswood, 10% All Other Hardwood

\*\*\*Includes <10 Tons All Other Conifer

#### **Cutting Regulations:**

Area 1 – Red Oak Shelterwood Cut (70 acres in 2 blocks) – Cut all trees 1 inch and greater except those marked with green paint and within green paint lines.

Area 2 – White Spruce/Aspen Clear-Cut (21 acres in 3 blocks) – Cut all trees 1 inch and greater except those marked with green paint and within green paint lines.

Area 3 – Red Maple Designated Cut (4 acres in 1 Block) – Cut all merchantable trees, except oak. *Minimize damage to regeneration by falling trees within the path of travel. Minimize number of paths traveled.* **Purple Paint Line separates cutting areas** 

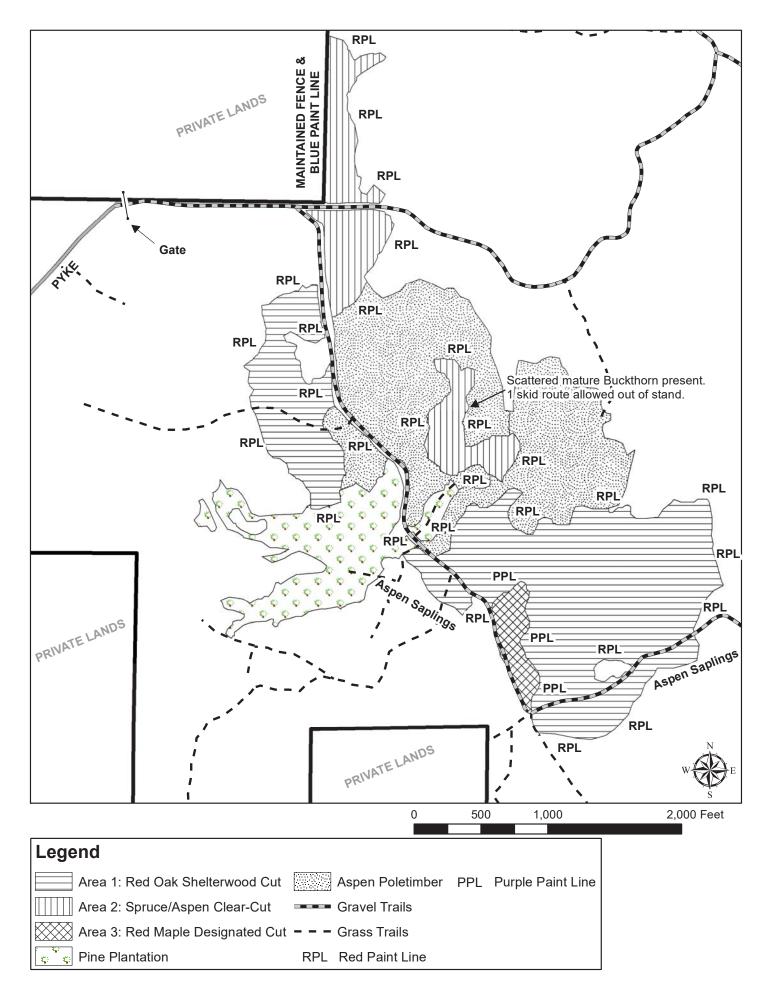
<u>Roads/Trails/Decking Areas</u>: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

<u>Slash/Wildlife/Other:</u> 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' of gravel trail. If the snowmobile trail (located on the gravel trail) is "open," the department will work with the contractor to try and leave snow on the trail.

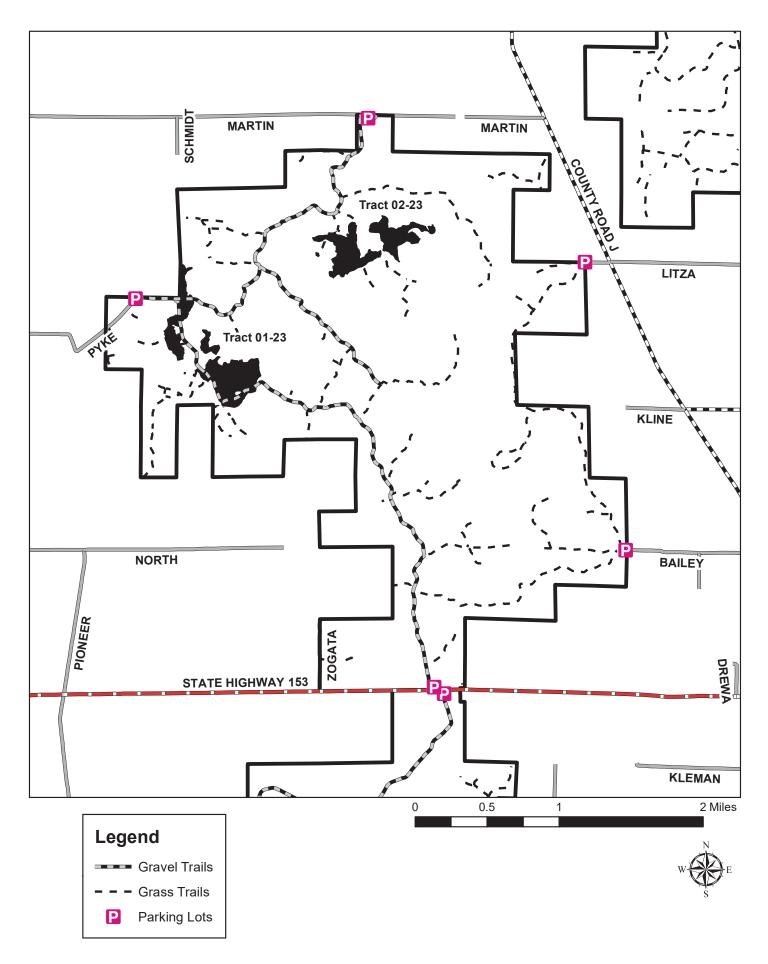
<u>Utilization:</u> Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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 01-23



**Kronenwetter Forest Unit** 



### MARATHON COUNTY TIMBER SALE Kronenwetter Forest Unit – March 2023

#### Tract # 02-23 NEW ARRIVAL SALE

ESTIMATED VOLUMES			
SPECIES	PULPWOOD (TONS)	LOGS (MBF)	
Mixed Hardwood	*1750		
Aspen	1000		
Red Oak	330	15.0	
Basswood	70	1.0	
Red Maple		45.0	
Hard Maple		6.0	
Ash		**5.0	
Biomass (Optional)	1000		

Location: Sections 11, 12, 13, & 14 T.27N.-R.8E. (Village of Kronenwetter)

Size: 71 Acres

<u>Seasonal Time Frame</u>: July 16-March 15 (East ½ of sale requires frozen/extremely dry ground conditions. Potential for summer/fall harvesting in west ½ of sale)

<u>Contract Length:</u> Contract must be completed by June 30, 2026.

\*Approximately 85% Red Maple, 7% Ash, 6% Hard Maple, 2% All Other Hardwood

\*\*Includes < 1.0 MBF All Other Hardwood

#### **Cutting Regulations:**

Area 1 – Aspen Clear-Cut (33 acres in blocks) – Cut all trees 1 inch and greater except those marked with green paint and within green paint lines. Harvest all merchantable trees within reach of interior red paint line in west block.
Area 2 – Hardwood Thinning (30 acres in 3 blocks) – Cut all orange marked trees, unless marked with an orange "W."
Area 3 – Red Maple Designated Cut (8 acres in 1 Block) – Cut all merchantable trees, except those marked with green paint. *Minimize damage to regeneration by falling trees within the path of travel. Minimize number of paths traveled.*Purple Paint Lines separate cutting areas

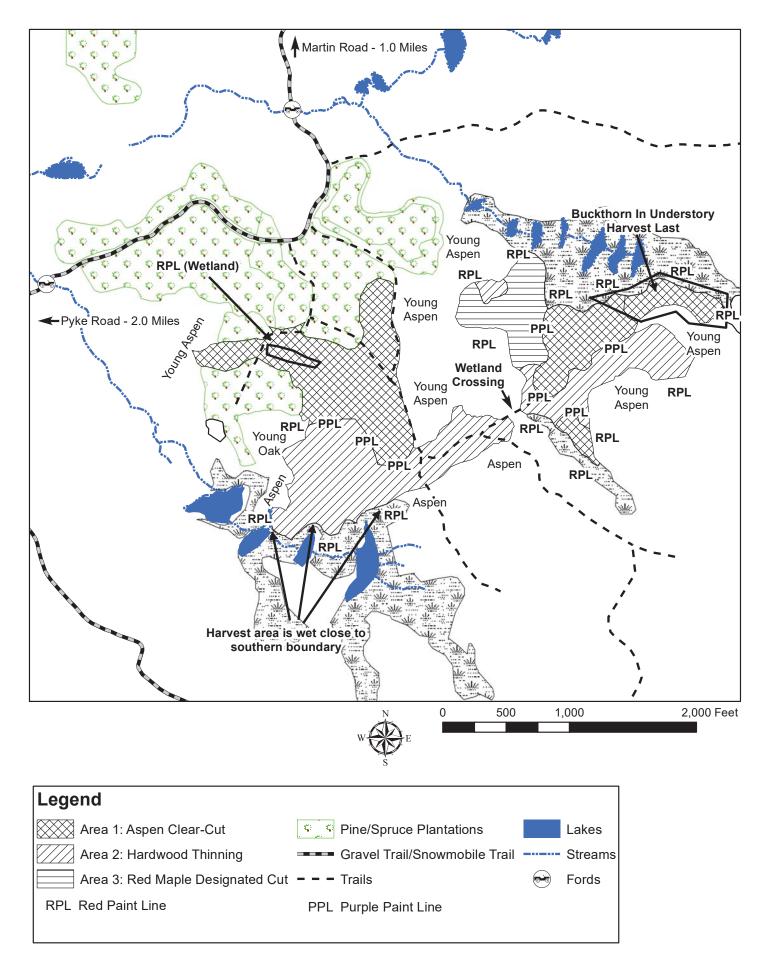
<u>Roads/Trails/Decking Areas</u>: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

<u>Slash/Wildlife/Other:</u> 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' of gravel trail. If the snowmobile trail (located on the gravel trail) is "open," the department will work with the contractor to try and leave snow on the trail. Do not cut wildlife trees marked with orange "W's."

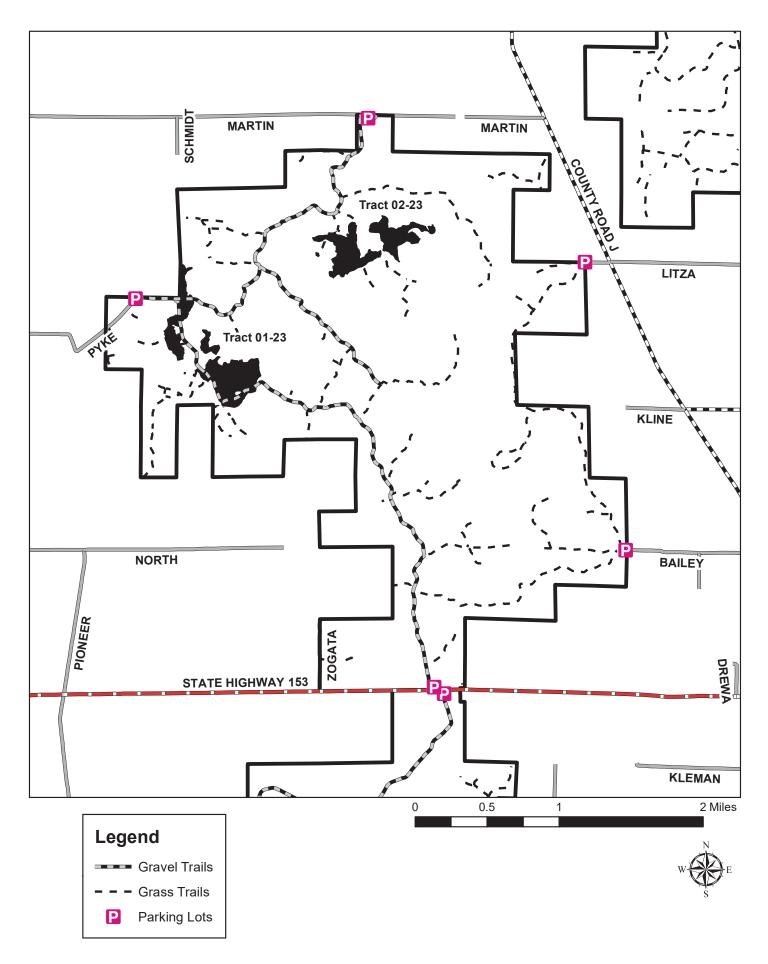
<u>Utilization:</u> Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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 02-23



**Kronenwetter Forest Unit** 



### MARATHON COUNTY TIMBER SALE Nine Mile Forest Unit – March 2023

#### Tract # 03-23 NINE AT NINE SALE

ESTIMATED VOLUMES			
SPECIES	PULPWOOD (TONS)	LOGS (MBF)	
Red Pine	*1050		
White Pine	*925		
Mixed Hardwood	**40		
Spruce	15		

\*Mixed products - cord and sawtimber volumes combined

\*\*Approximately 65% Red Maple, 33% Paper Birch, 2% All Other Hardwood

**Cutting Regulations:** 

Area 1 – Red Pine and White Pine thinning (57 acres in 6 blocks, second, third and fourth thinnings) – Cut all orange marked trees and merchantable 1 stick Aspen. **Minimize damage to regeneration in White Pine stands.** Area 2 – Red Pine first thinning (1 acre in 1 block, 1<sup>st</sup> thinning Red Pine) – Cut all orange marked trees and all trees within a row marked with orange dots.

Area 3 – White Pine/Oak conversion (3 acres in 6 blocks) – Cut all merchantable trees within green paint lines except oak. **Minimize damage to regeneration.** 

Area 4 – Red Pine - Aspen conversion (<1 acre in 1 block) – Cut all 1 stick and larger red pine trees in aspen stand. We're converting this small area to aspen.

<u>Roads/Trails/Decking Areas</u>: Forestry Division must approve the use of existing roads and trails AND new roads, trails, skid routes and decking areas. Access to and from sale from County Forest 707 Road shall only be allowed from trail "A." <u>Use of AND crossing of XC-Ski trails shall not be permitted after October 31</u>. <u>All trails shall be returned to pre-sale</u> <u>conditions by October 31 of each year</u>. No decking along County Forest 707 Road or at parking lots. All cut pine must be hauled within three weeks from June 1<sup>st</sup> – September 1<sup>st</sup>.

<u>Slash/Wildlife/Other:</u> 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." Annosum treatment required: 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. Do not cut snags unless they pose a safety risk to harvesting operations or are within 100' of gravel trail. <u>Cut all orange marked conifer outside of harvest blocks, along XC-Ski trails "A," "B," and "D" (County Forester will work with contractor as to exact locations).</u>

<u>Utilization:</u> 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

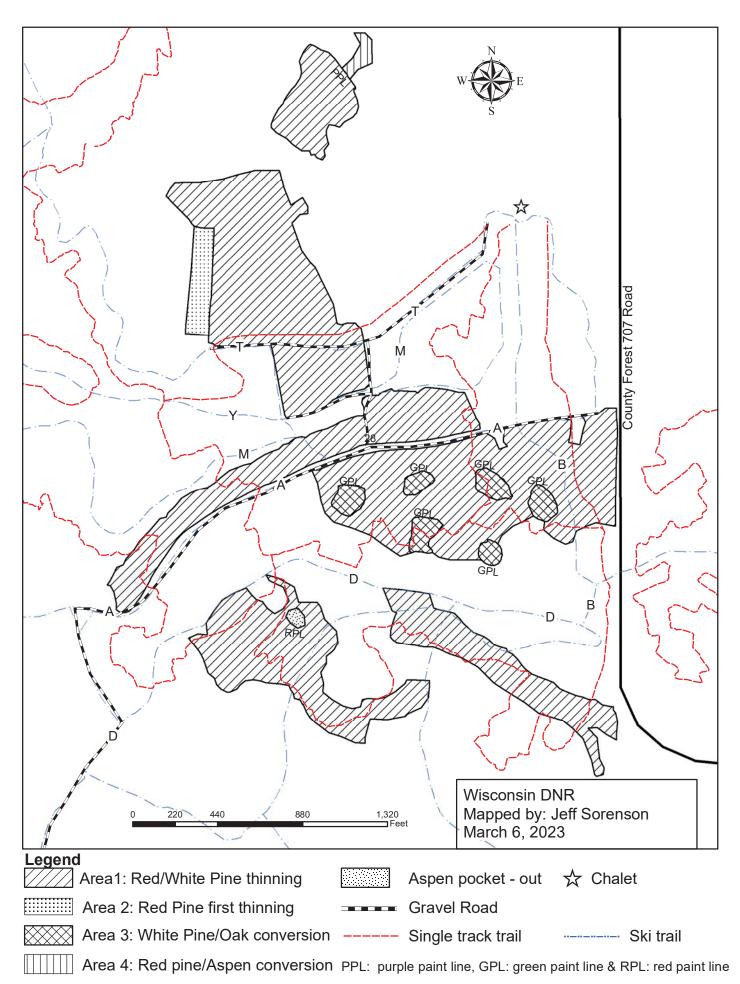
The bidder must sign and return our contract and a performance bond of at least 25% of the contract value within 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.

Location: Sections 30 and 31 T.28N.-R.7E. (Town of Rib Mountain)

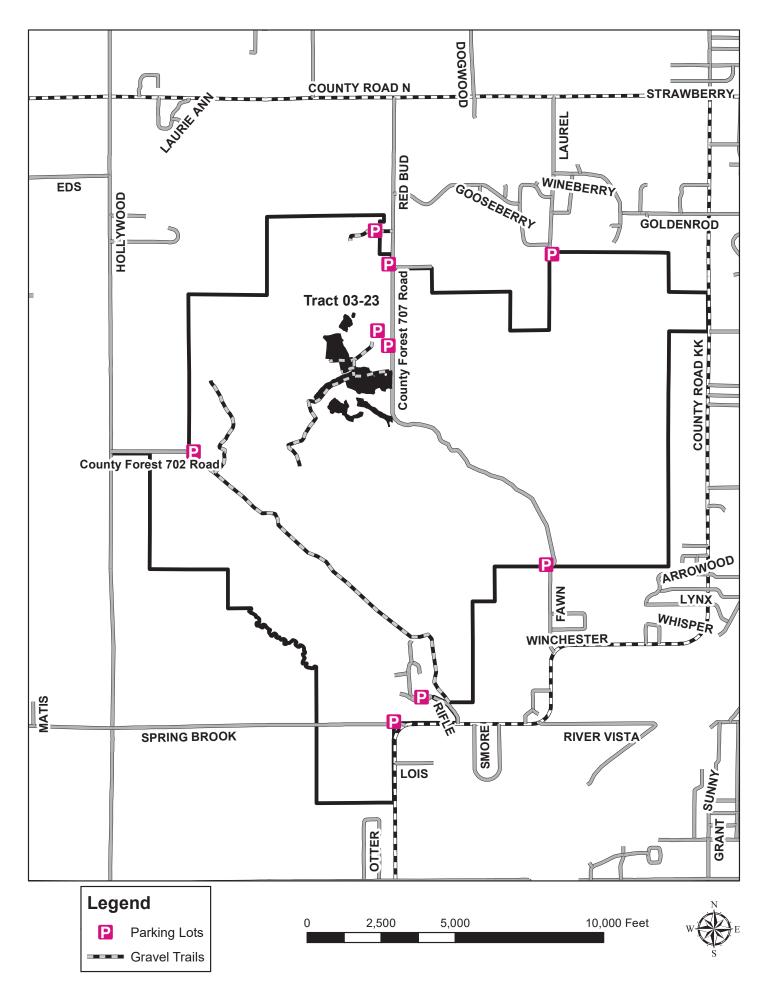
Size: 62 Acres

<u>Seasonal Time Frame:</u> June 1st – October 31<sup>st</sup> (If dry, can start in May) <u>Contract Length:</u> Contract must be completed by June 30, 2025.

# **Tract 3-23**



# **Nine Mile Forest Unit**



### MARATHON COUNTY TIMBER SALE Ringle Forest Unit – March 2023

#### Tract # 04-23 EINSTEIN SALE

ESTIMATED VOLUMES			
SPECIES	PULPWOOD (TONS)	LOGS (MBF)	
Red Maple		100.00	
Ash		70.0	
Basswood	420	*35.0	
Red Oak	260	15.0	
Mixed Hardwood	**2900		
Biomass (Optional)	1050		

Location: Section 31, T.28N.-R.9E. (Town of Ringle)

Size: 102 Acres

Seasonal Time Frame: Frozen Ground

<u>Contract Length</u>: Contract must be completed by June 30, 2026.

\*Includes less than 1.0 MBF all other hardwood logs

\*\*Approximately 68% Red Maple, 29% Ash, & 3% all other hardwood (Also includes approx. 5 tons of Aspen)

#### **Cutting Regulations:**

Area 1 – Hardwood Select Cut (64 acres in 1 block) – Cut all trees marked with orange paint.

Area 2 – Hardwood Designated Cut (38 acres in 24 Blocks) – Cut all merchantable trees, except oak (unless marked with orange). *Minimize damage to regeneration by falling trees within the path of travel. Minimize number of paths traveled.* Green paint lines separate cutting areas

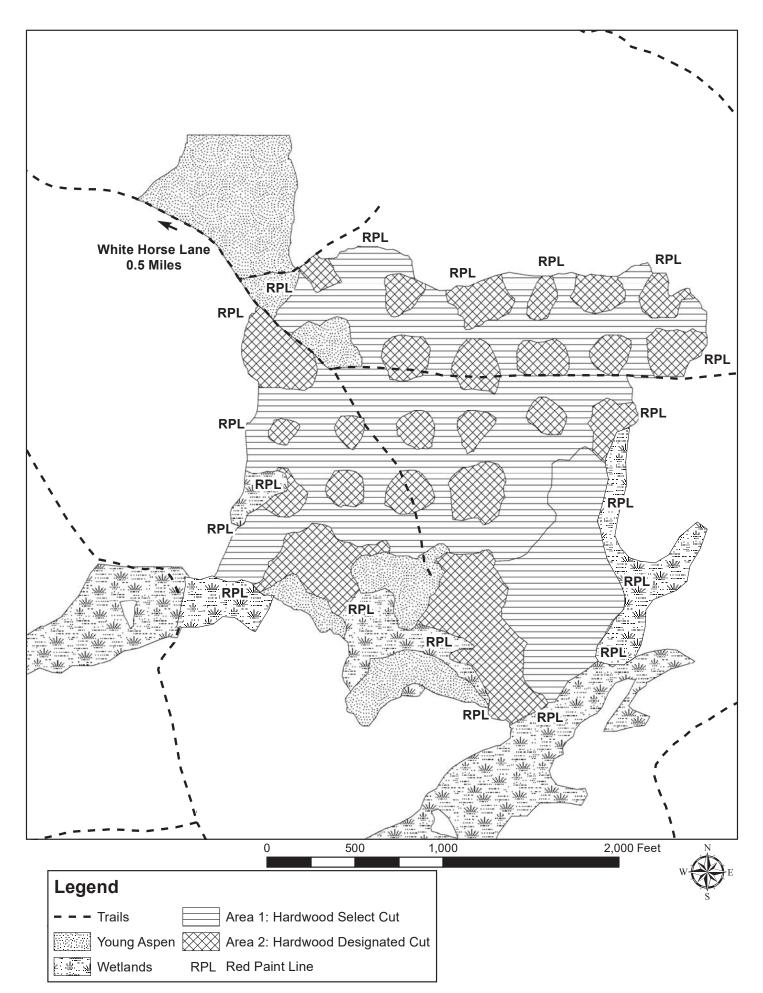
<u>Roads/Trails/Decking Areas</u>: Forestry Division must approve new roads, trails, skid routes and decking areas. All roads and trails shall be returned to their original condition.

<u>Slash/Wildlife/Other:</u> 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' of gravel trail. Do not cut wildlife trees marked with an orange "W." Interior wetland boundaries are marked with red paint.

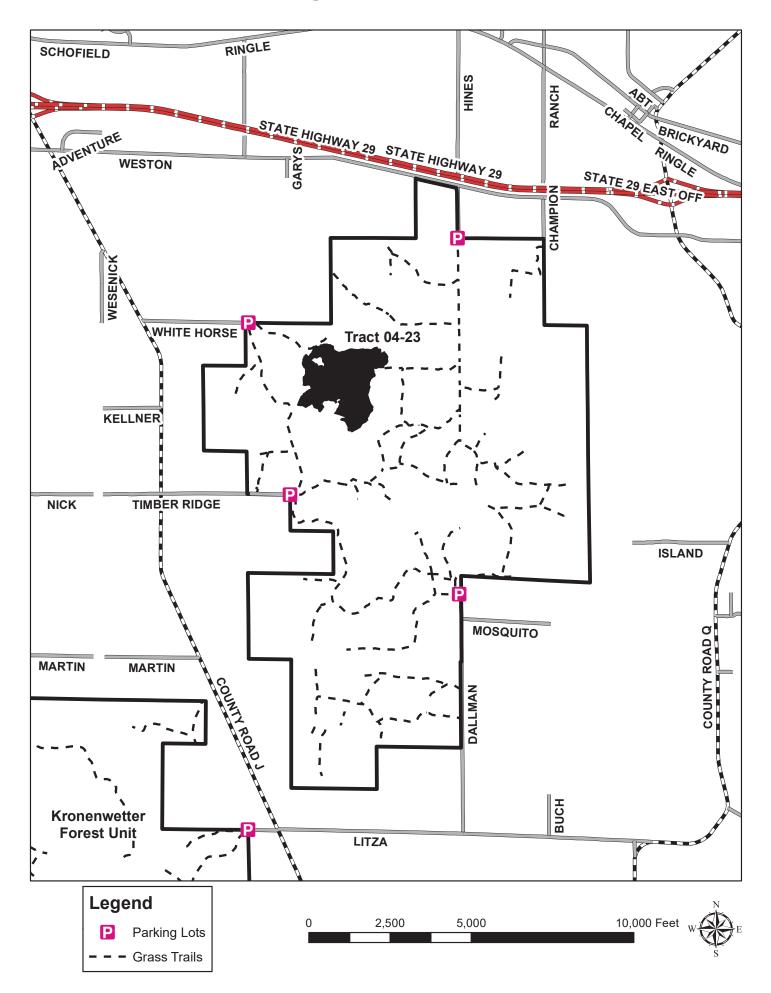
<u>Utilization:</u> Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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 04-23



### **Ringle Forest Unit**



### Image Details (/m Effective date to reclassify northern long-eared bat as endangered extended

#### PRESS RELEASE

## U.S. Fish and Wildlife Service extends effective date to reclassify northern long-eared bat as endangered

Jan 25, 2023

#### **Media Contacts**

Georgia Parham (/staff-profile/georgia-parham)

he U.S. Fish and Wildlife Service is delaying the effective date of the final rule to reclassify the northern long-eared bat from threatened to endangered under the Endangered Species Act. The agency is extending the effective date by 60 days, from Jan. 30, 2023, to March 31, 2023.

The extension will allow the Service to finalize conservation tools and guidance to avoid confusion and disruption for landowners, federal partners and industry with projects occurring in suitable habitats within the northern long-eared bat's 37-state range. The Service remains committed to working proactively with stakeholders to conserve and recover northern long-eared bats while reducing impacts to landowners, where possible and practicable. We recognize reclassification of the northern long-eared bat has resulted in questions and concerns regarding compliance under the Endangered Species Act for timber harvest, habitat management, development and other projects. A delay in the effective date provides stakeholders time to preview newly developed guidance and management tools before the rule goes into effect.

The rule reclassifying the northern long-eared bat from threatened to endangered was published in the *Federal Register* Nov. 30, 2022; the bat remains protected as a threatened species with a 4(d) rule until the reclassification becomes effective on March 31. The northern long-eared bat was listed as threatened in 2015. It now faces extinction due to the range-wide impacts of white-nose syndrome, a deadly disease affecting hibernating bats across North America.

To assist forestry, wind energy, infrastructure and other project managers in the range of the northern long-eared bat, the Service is developing a suite of tools to provide guidance and to streamline processes for projects under the Endangered Species Act. We intend to provide these tools in early March. Once available, users can preview the tools through the agency's northern long-eared bat website.

The Service is not accepting public comment on the extension. A Federal Register notice extending the effective date of the final reclassification for the northern long-eared bat will publish on Jan. 26, 2023 under Docket No. FWS-R3-ES-2021-0140.

The northern long-eared bat is found in 37 states in the eastern and north-central United States, the District of Columbia, and all Canadian provinces from the Atlantic coast west to the southern Northwest Territories and eastern British Columbia. These bats mostly spend the winter hibernating in caves and abandoned mines. During summer, northern long-eared bats roost alone or in small colonies underneath bark or in cavities or crevices of both live and dead trees. They emerge at dusk to fly primarily through the understory of forested areas, feeding on insects. Data indicate that white-nose syndrome has caused estimated declines of 97 to 100% in affected northern long-eared bat populations.

<u>Learn more about the northern long-eared bat, the threat of white-nose syndrome and how</u> <u>the Service is helping (https://www.fws.gov/species/northern-long-eared-bat-myotis-</u> <u>septentrionalis)</u>.

#### Lake States Forest Management Bat Habitat Conservation Plan Summary

January 2023

#### **Background**

- Populations of cave hibernating bats in precipitous decline due to a white-nose syndrome (WNS).
   WNS discovered in WI in 2014 and is now widespread in all known hibernacula.
- When USFWS listed the northern long-eared bat (NLEB) as Threatened in 2015 they specifically identified forest management as a potential source of take for the species.
  - During the summer these species utilize trees for maternity colonies and day roosts and they forage in forested areas.
- NLEB, Tri-colored bat and possibly little brown bat (LBB) will be listed as endangered due the impacts of WNS, and any take of an endangered species is prohibited. WI will need an incidental take permit to continue forest management activities.
- WI, MI, MN have jointly developed the Lake States Forest Management Bat Habitat Conservation Plan to obtain a federal Incidental Take Permit under the Endangered Species Act (ESA) section 10 requesting authorization for the incidental take of bats during forest management activities.
- Permit expected to be issued March 2023.

#### **Covered Species:**

- Northern Long-eared Bat
  - Federally endangered as of 3/31/2023
- Tri-colored Bat
  - Federal listing expected in 2023
- Little Brown Bat
  - Under review for federal listing by USFWS

#### **Covered Activities and Required Conservation Actions:**

- Timber harvest and related forest practices:
  - Implement state tree retention guidelines.
  - $\circ$  150 ft year-round buffer around known maternity roost trees.
  - o 0.25 mile buffer around known hibernacula entrances.
    - No harvest except where objective is improving habitat for bats.
- Prescribed fire:
  - Ensure wind will carry smoke away from the entrance(s) of hibernacula.
  - Prohibit prescribed burns within 150 feet of known occupied maternity roost trees during pup season (June 1–July 31).
  - Reduce fire intensity within 0.25 miles of hibernacula entrances during spring and fall.
- Maintenance of existing permanent forestry roads and recreational trails on public lands:
  - Refers to maintenance that requires tree cutting on permanent roads maintained by WI DNR or County Forests (not DOT roads).
  - Remove trees from October 1 to March 1 within 150 feet of a known maternity roost.
  - Remove trees from October 15 to March 31 or from May 15 to August 15 within 2.5 miles of a known hibernaculum.
  - Removal of hazard trees always allowed.

- Construction of new permanent forestry roads and recreational trails on public lands:
  - Refers to permanent roads maintained by WI DNR or County Forests for the purpose of supporting land management and public recreation (not DOT roads).
  - Temporary roads built to support a specific management project and then closed are covered as a forestry practice.
  - No removal of large-diameter trees (i.e., 9 inches dbh) during pup season (June 1 July 31).
  - $\circ$   $\,$  No new roads and trails within 150 feet of a known occupied maternity roost tree.
  - No new roads or trails within 0.25 miles of a known hibernaculum entrance year round.
  - Remove trees from October 15 to March 31 or from May 15 to August 15 within 2.5 miles of a known hibernaculum.
- Other conservation strategies:
  - Bat management zones on state lands:
    - Protected areas, no management June 1 to July 31
    - Already designated as protected wilderness areas, wild river areas, old growth areas, wild areas in WISFIRS
  - Maintain hibernacula entrances on DNR lands:
    - Gates, remove obstructions
  - Provide a way for other landowners to receive take authorization through the HCP.

#### Landowner Enrollment Program:

- Landowners who meet certain criteria can receive incidental take coverage by joining WDNR's permit.
- All County Forests are eligible.
- Acreage threshold for private landowners:
  - 10,000 acres for NLEB and TCB.
  - 500 acres for LBB (if LBB is listed as endangered).
  - Below these acreage thresholds risk of taking bats during management is extremely low/insignificant.
- Applicant owns lands (of any size) containing a known roost or known hibernaculum entrance.
- LEP application and agreement are in development.
- Goal to have eligible landowners enrolled by end of March 2023.
- WI DNR will hire a Bat HCP Coordinator to help guide folks through the process and handle annual reporting requirements.
- Annual Reporting Requirements:
  - Total acres of timber harvest if possible, broken out by even-aged, uneven-aged, intermediate and salvage harvests
  - Acres of Rx Fire in forest or brushland
  - Possibly miles of newly constructed permanent roads or trails.

#### Wausau and Marathon County Parks, Recreation, and Forestry Department 2022 County Forest Division Annual Report

January 1, 2022 - December 31, 2022

#### **Program Highlights:**

- Net timber sale revenue to Marathon County of \$553,123.50.
- Total net revenue for the Forestry Division program was \$627,851.00 and expenses were \$378,857.00. Returned \$248,994.000 to the general fund.
- Assisted in the purchase of 39 acres of land bordering Brokaw Park to add to the parks land base.
- Practiced sustainable forestry on 1064 acres on the Marathon County Forest. This is based on closed out sales with DNR in 2022.
- The scheduled five-year (2017-2021) DNR programmatic and financial review of the Marathon County Forest program was completed. The auditors listed several commendations and stated, "Marathon County has an outstanding forestry program."
- Completed a third-party Sustainable Forest Initiative (SFI) Certification field audit that showed County Forest management meets all standards.
- Received 660 hours of WDNR technical and field assistance in completing work on the Marathon County Forest.
- Continued participation as a member of the Wisconsin County Forests Association Forest Legislative/Certification and other Committees.
- Implemented the 15-year County Forest Comprehensive Land Use Plan 2021-2035 adopted by the County Board and Department of Natural Resources.
- Revisions to Chapter 16 County Forest Ordinance were drafted and approved by the County Board.
- Continued participation in the County Forest Administrator grant program that funds one-half the salary and fringe benefits of the Forest Administrator position.
- Resurfaced 1.25 miles of roads in Nine Mile Forest Unit adding 1596 yards of granite.
- Regulated uses at Nine Mile County Forest Recreation Area to allow all user groups to have safe and quality recreation experiences.

#### Land Holdings:

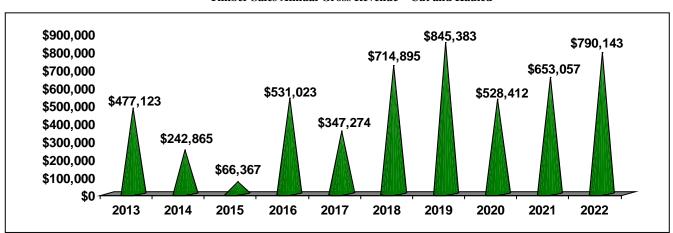
<b>Total Lands Managed:</b>	32,662.07 Acres
Total Other Lands	2,027.77
Railroad ROW/Snowmobile Trail	85.04
Under water, island & wetlands	192.74
McMillan Marsh Lease (DNR)	1,661.40
Parking & road access	8.59
Other Land Holdings:	
Total County Forest	30,714.30
County Forest - Special County Forest Law	<u>631.77</u>
County Forest - Regular County Forest Law	30,082.53
Acreage in 2022:	
Lunu Horango.	

#### **Timber Management, Cultural Projects, and Reforestation:**

#### **Timber Sales:**

Timber sales generated 17,298.92 cords of pulpwood and 880,000 board feet of logs worth \$790,142.87 (unaudited) in 2022. The following is a listing of the gross value of timber cut from the forest over the past 10 years:

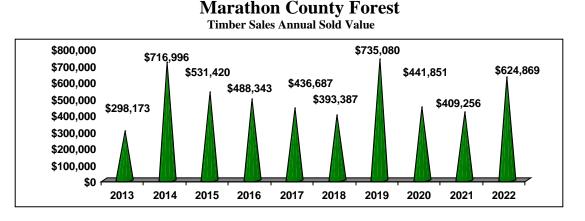
2013	\$477,122.61	2018	\$714,895.21
2014	\$242,865.33	2019	\$845,383.37
2015	\$66,366.74	2020	\$528,411.64
2016	\$531,022.66	2021	\$653,057.25
2017	\$347,274.04	2022	\$790,142.87



#### Marathon County Forest Timber Sales Annual Gross Revenue – Cut and Hauled

#### **Other Timber Sale Data:**

New sales – 9 were established on 623 acres with 19,661 cords appraised at \$381,826.50.



- 1. Sold sales 9 of 9 advertised were sold in 2022 for a value of \$624,869.40.
- 2. Uncompleted timber contracts 22 on 1,744 acres with 32,770 cord equivalents worth \$1,070,267.00.
- 3. Cut volume reports filed with DNR (form 2460):

Final reports – 16 sales worth \$741,092.53.

Partial reports - 0 sales worth \$0.

- 4. Severance paid to DNR on interest free loans \$148,218.51.
- 5. Severance Tax Escrow for Town payments (10% of gross receipts) \$79,017.66.
- 6. Firewood permits 15 permits were issued worth \$450.00.
- 7. New sale establishment evaluated 630 acres for potential sale (established 627 acres).
- 8. Forest reconnaissance updated 3270 forested acres, 2303 non-forested acres.
- 9. Administered 20 different timber sales throughout the year on County Forest lands.
- 10. Established and sold a 69-acre timber sale at Big Eau Pleine Park for a value of \$45,965.00.
- 11. Administered a 69-acre timber sale at Big Eau Pleine County Park.
- 12. Established, advertised, and administered a 21-acre timber sale on Solid Waste Department lands.

#### **Cultural Projects:**

- 1. Classified forest habitat types on 98 acres for inclusion in our GIS database.
- 2. Monitored for additional oak wilt areas in Nine Mile and Kronenwetter Forest Units.
- 3. One new pocket of oak trees was identified in Nine Mile infected with the oak wilt fungus. Treatment and removal of the affected trees was completed. Monitoring for new pockets will be done in 2023.
- 4. Scarified 70 acres of the forest floor to prepare the site for oak acorn seedling germination at Kronenwetter Forest Unit using DNR heavy equipment.
- 5. Hand pulled garlic mustard at Burma Road Forest Unit and Big Eau Pleine Park in attempt to reduce the spread of this invasive species.
- 6. Treated multiple small areas of invasive species on County Forest lands.
- 7. Completed deer browse surveys at Big Eau Pleine County Park and County Forest lands. This will continue in 2023 and beyond.
- 8. Completed deer browse surveys on 167 acres of the Marathon County Forest.

#### **Reforestation:**

1. No reforestation took place in 2022 as all plantations were fully stocked and growing well.

#### Road, Trail, and Facility Construction and Maintenance:

- 1. APHIS trapped 13 beaver and removed 12 total dams at problem locations in the county forest. Six dams were blown using dynamite.
- 2. Replaced 4 culverts at LeatherCamp and Nine Mile Forest Units and added granite at problem locations.
- 3. Brushed approximately 2 miles of roads and trails in the Harrison-Hewitt Forest Unit.
- 4. Placed 1596 yards of granite on forest roads in the Nine Mile Forest Unit.
- 5. Completed repairs to dikes and water control structures from muskrat and beaver damage.
- 6. Reconstructed several segments of Nine Mile ski trails to improve drainage and level the surface including repairs to several sections due to heavy use and erosion.
- 7. Performed normal maintenance on 190 miles of forest roads and trails.
- 8. Graded and placed material on several sections of the Burma Road ATV trails to prevent erosion.
- 9. Inspected County Forest boundaries to control encroaching land uses.
- 10. Repaired gates on roads and trails that access the County Forest.
- 11. Repaired deer exclusion fences at Big Eau Pleine Park. These were installed to collect data on deer browsing.

#### Administration:

- 1. Continued the utilization of the DNR forestry reconnaissance program (WisFIRS).
- 2. Evaluated one parcel for potential acquisition as an addition to County Forest land.
- 3. Assisted in the acquisition of approximately 39 acres to add to the Brokaw County Park.
- 4. Participated in the five-year (2017-2021) DNR programmatic and financial review of the Marathon County Forest program. The auditors listed several commendations and stated, "Marathon County has an outstanding forestry program."
- 5. Continued discussions and collaborated with the Wausau Nordic Ski Club on the proposal to add snowmaking operations at Nine Mile.
- 6. Continued discussions and collaborated with the Central Wisconsin Off-Road Cycling Coalition on winter fat tire biking. Forestry/Recreation Committee agreed to a trial season at Nine Mile for the 2022-2023 season.
- 7. Researched, provided information, and continued to follow updates on draft legislation regarding the Verso mill closure and any possible funding opportunities to assist in reopening the mill.
- 8. Developed policy and implemented principals of Forest Certification Sustainable Forestry Initiative (SFI) on the Marathon County Forest.
- 9. Administered and managed two memorials at Nine Mile Forest. The first created Perry's Fireside, for Perry Dau, an avid user and the other planted a tree that memorialized a long-time employee's son of the PRF Department. All costs for these were paid by the families.
- 10. Participated in several Wisconsin County Forests Association committee meetings to prioritize strategies for the 2023-2025 biennial State Budget.
- 11. Continued research on carbon credit markets and how enrolling may net additional revenue for Marathon County. Research and education will continue in 2023.
- 12. Implemented the County Forest Comprehensive Land Use Plan 2021-2035.
- 13. Located and assisted in the purchase of approximately 102 cords of firewood for campers for use at the County Park campgrounds.
- 14. Our Recreational Deputies along with assistance from the County Forester confiscated a total of thirteen illegal tree stands. They investigated complaints of vehicle, vandalism, illegal dumping, and criminal activities issuing two ordinance violations and numerous warnings. At Nine Mile Forest Unit, Deputies conducted patrols checking for cross country ski and mountain bike passes also issuing multiple warnings. Completed an additional 97 regular patrols at other forest units.
- 15. Issued three ATV/UTV disabled person access permits to people with disabilities for County Forest access.

- 16. Revisions were drafted to Chapter 16 of the County Forest Ordinance and were adopted by County Board in December 2022 related to undesignated camping on the forest.
- 17. Held quarterly meetings with the Forest Citizen's Advisory Subcommittee to discuss forestry and recreation issues.

#### Wildlife and Fisheries Management:

In cooperation with the Wisconsin Department of Natural Resources:

- 1. Maintained 17 flowages. Drawdowns of several flowages will occur in 2023 to create better habitat an provide food for waterfowl.
- 2. Mowed forest openings, Nine Mile and Harrison-Hewitt Forest Unit flowage dikes and the Bitzke Bird Walk trail.
- 3. Mowed most forest unit trails suitable for mowing.
- 4. Four forest openings in the forest units were either mowed and/or had the brush cut. Treatment on twenty-three openings will take place in 2023 and an additional twenty will be renovated to enhance habitat on an additional 15-20 acres.
- 5. Poor winter conditions prevented shearing of tag alder in the Leather Camp Forest Unit to create habitat for grouse, woodcock, and other early successional species. Shearing will continue in 2023 if conditions allow.
- 6. Seeded 1.01 miles of trails with a wildlife mixture in Kronenwetter and Ringle Forest Units.
- Removed cattails in front of the water control structure at Bern Forest Unit utilizing Federal Emergency Management Agency (FEMA) funding. Removal of additional cattail masses will continue in 2023 and beyond.
- 8. Seeded 80 lbs. of wild rice in flowages at the Harrison-Hewitt Forest Unit.
- 9. Testified in favor of additional antlerless tags to the County Deer Advisory Council (CDAC) to reduce the deer population in areas of County Forests with tree regeneration problems.

#### **Recreation:**

#### Nine Mile County Forest Cross Country Ski Trails:

The ski season opened on December 13, 2021, and then closed due to unseasonably warm temperatures and loss of snow on December 16 and then reopened December 31 and stayed open until the chalet closed for the season on March 17, 2022. The Wausau Nordic Ski Club offered free adult ski lessons on Tuesday evenings in January. The County assisted by allowing free ski rental and ski passes for those taking lessons. This partnership was developed to help promote the ski area and increase the interest in cross country skiing.

The Snekkevik ski race was held once again and had 335 competitors and \$881.25 in revenue. The Badger State Games returned as well with \$2,159.37 in revenue. Special Olympics was canceled as well as the Stomp the Swamp Snowshoe race. IronBull winter triathlon event had 37 participants and \$342.12 in revenue. Total annual and daily passes associated with skiing was \$76,690.67 and snowshoeing was \$4,643.94.

#### Ski Trail and Snowshoe Maintenance at Nine Mile Forest Unit:

- 1. Brushing of all trails is ongoing, and the efforts of the volunteers are greatly appreciated.
- 2. Volunteers from the Nordic Ski Club sponsored workdays in October. They performed tasks such as rock picking, lifting trees and brushing trails.
- 3. Trail signs were inspected, damaged trail signs replaced, and some new signage added. This work will continue in 2023 as the signage is evaluated and updated.

#### Mountain Biking at Nine Mile Forest Unit:

The 2022 summer mountain bike season opened at noon on May 11. The bike trails closed as scheduled on October 15. There were three Mountain Bike events held at Nine Mile in 2022:

The Wisconsin Endurance Mountain Bike Series, Wausau 24, CWOCC Women's weekend and the IronBull Granite Grinder with \$2,459.02 in revenue. The NICA High school bike race was cancelled. A total of 1045 daily passes and 512 annual passes were sold in 2022. Total receipts associated with summer/fall mountain biking in 2022 totaled \$21,750.39. A trial winter fat bike season opened in December and users purchased 85 annual passes resulting in \$1,700.00 in revenue. Additional passes will be sold, and revenue will be collected throughout the 2022-2023 season and final numbers will be reported in the 2023 annual report. Central Wisconsin Off-Road Cycling Coalition continues to be a great partner in maintaining the trail system. Volunteers donate many hours of their time to maintain the single-track trails.

#### **Other Recreation:**

- 1. Three cross country running races were held at Nine Mile in 2022 with \$1,260.00 in revenue.
- 2. The Ragnar Relay Series running race was again a popular venue at Nine Mile with 268 standard and 14 ultra-teams totaling 2,160 participants and \$24,300.00 in revenue.
- 3. Issued forty-eight undesignated camping permits for county forests in 2022 resulting in \$795.00 in revenue.
- 4. Iron Bull's Adventure Challenge was held at Nine Mile with \$152.61 in revenue.
- 5. The number of people using all County Forest Units continues to increase. Activities such as hiking, dog walking, berry picking, and horseback riding are growing.

#### **Recreational GIS Mapping:**

- 1. Created a Mountain Bay trail map used for herbicide treatment for DNR.
- 2. Created a snowplow map to include additional areas that were purchased and now owned by Marathon County.
- 3. Created a Big Eau Pleine mountain bike trail map to identify areas of rogue trails.

#### **Snowmobile Trails**:

- 1. Trails were open 55 days during the 2021-22 season. Looking back 30 years, the seasonal average has been just under 45 days.
- 2. Seven local snowmobile clubs' contracts with Marathon County to groom, sign, brush and perform other work related to maintaining the trail system on County Forest property.
- 3. Clubs are responsible for signing the trails to DNR specifications as well as meeting any requirements set forth by the Parks, Recreation and Forestry Department and WCFA standards.
- 4. The Parks, Recreation and Forestry Department annually update the snowmobile trail map for the Snowmobile Council to print. This year a new map was printed for the 2022-2023 season. In the future, a new map will be printed each year, if circumstances allow.
- 5. Printed trail maps are made available at numerous locations throughout Marathon County.
- 6. Marathon County snowmobile clubs continue to receive financial assistance for trail maintenance from the Snowmobile and ATV Aids Programs through grants administered by the Parks, Recreation and Forestry Department and disbursed by the DNR.
- 7. The snow and trail conditions hotline will continue to be used in the 2022-2023 season and moving forward. A recording is now available as an option on the Parks, Recreation and Forestry Department phone tree. This was due to numerous requests by the public and local businesses. The message will be updated by the Motorized Recreation Coordinator to keep the public up to date on conditions and any trail closures. This recording provides an overview of the trail conditions, a more extensive trail report is found on the Marathon County website.
- 8. Current trail conditions are also updated by the Parks, Recreation and Forestry Department on the Marathon County website, on Facebook and the Travel Wisconsin website.

- 9. The Snowmobile Automated Reporting System (SNARS) became mandatory for all snowmobile clubs statewide with the 2017-2018 season. SNARS is a computer program that was developed to improve the accurate and timely reporting of County trail maintenance expenses and other data to the DNR.
- 10. The Global Positioning System (GPS) requirement in all groomers became mandatory by the 2021-22 season. This was a requirement by DNR and the Governor's Snowmobile Council. This year all 28 of the clubs in Marathon County are online with the GPS units. The system is being implemented for greater accuracy of trail mileage and to track trail grooming.

#### Burma Forest ATV/UTV Trails:

- 1. Summer trails were maintained using \$16,533.62 of State ATV/UTV trail maintenance funds. The club continued to maintain trails at a high standard during the past season.
- 2. The Mid-Wisconsin Trailblazers ATV Club, through a contract with Marathon County, is responsible for the routine maintenance of 11 miles of summer ATV/UTV trails.

#### Public Outreach/Professional Development:

- 1. Forest Administrator served as a member of the Wisconsin County Forests Association Legislative/Certification, Personnel, DNR Budget, Dues and Bylaws and Roads Committees.
- 2. Attended several in-person and virtual Marathon County, Society of American Foresters, Wisconsin County Forests Association and Forest Certification training sessions.
- 3. Attended pesticide (ESRA) training required to maintain forest certification.
- 4. Analyzed plant samples for insect and disease problems.
- 5. Interviewed by media on forestry related issues.
- 6. Created interpretive displays to educate the public about the benefits of sustainable forest management.

#### Budget Summaries (available upon request)

#### **Forest Resources:**

County Forest Program County Forest Administrator County Forest Road Aids County Conservation Aids FEMA Cattail Removal Sustainable Forestry Segregated Land Wildlife Habitat Forestry State Aid Knowles-Nelson Stewardship **Debt Redemption:** 

General Debt - Aid to County Forest

#### **Recreation:**

Burma Trail ATV 21-22 Cross-Country Ski Trails General Fund - Snowmobile Coordinator Snowmobile Grant 21-22

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#### 2013-2022 FORESTRY DIVISION EXPENSE/REVENUE REPORT

	Gross Timber	Net Timber		Timber Revenue	Net Timber				
	Sold	Sold		Even-Flow	Revenue	Other	Total		
Year	Amount	Amount	Acres	Budget	Actual <sup>1</sup>	Revenue <sup>2</sup>	Revenue	Expenses <sup>3</sup>	Program Net
2013	\$298,173	\$208,721	543	\$213,000	\$333,986	\$53,239	\$387,225	\$308,336	\$78,889
2014	\$716,996	\$501,897	578	\$213,000	\$170,006	\$98,093	\$268,099	\$342,956	(\$74,857)
2015	\$531,420	\$371,994	596	\$245,000	\$46,457	\$57,908	\$104,365	\$345,387	(\$241,022)
2016	\$488,343	\$341,840	666	\$245,000	\$371,716	\$58,385	\$430,101	\$341,930	\$88,171
2017	\$436,687	\$305,681	520	\$245,000	\$243,092	\$60,606	\$303,698	\$343,106	(\$39,408)
2018	\$393,387	\$275,371	709	\$245,000	\$500,427	\$58,068	\$558,495	\$359,452	\$199,043
2019	\$735,080	\$514,556	644	\$245,000	\$591,768	\$59,779	\$651,547	\$354,742	\$296,805
2020	\$441,851	\$309,296	662	\$245,000	\$369,888	\$63,308	\$433,196	\$359,929	\$73,267
2021	\$409,256	\$286,479	633	\$245,000	\$457,140	\$77,932	\$535,072	\$344,560	\$190,512
2022	\$624,869	\$437,409	623	\$275,000	\$553,124	\$74,727	\$627,851	\$378,857	\$248,994
TOTALS	\$5,076,062	\$3,553,244	6174	\$2,416,000	\$3,637,604	\$662,045	\$4,299,649	\$3,479,255	\$820,394

<sup>1</sup> Revenue to Marathon County after 20% payment to State for loans and 10% payment to townships
 <sup>2</sup> Includes County Forest Administrator grant, firewood permits, camping fees, bond recovery and misc. revenues

<sup>3</sup> Includes all personnel and operating expenses

#### 2004-2022 FORESTRY DIVISION EXPENSE/REVENUE REPORT

	Gross Timber	Net Timber		Timber Revenue	Net Timber		<b>T</b> ( )		
Maaa	Sold	Sold	A	Even-Flow	Revenue	Other 2	Total	<b>-</b>	December 1
Year	Amount	Amount	Acres	Budget	Actual <sup>1</sup>	Revenue <sup>2</sup>	Revenue	Expenses <sup>3</sup>	Program Net
2004	\$495,726	\$347,008	796	\$190,000	\$203,189	\$44,886	\$248,075	\$312,769	(\$64,694)
2005	\$459,350	\$321,545	605	\$190,000	\$240,115	\$47,289	\$287,404	\$296,549	(\$9,145)
2006	\$275,111	\$192,578	586	\$190,000	\$356,346	\$50,841	\$407,187	\$327,691	\$79,496
2007	\$344,274	\$240,992	707	\$213,000	\$514,204	\$54,656	\$568,860	\$345,131	\$223,729
2008	\$318,189	\$222,732	641	\$213,000	\$339,896	\$53,529	\$393,425	\$322,621	\$70,804
2009	\$321,155	\$224,809	619	\$213,000	\$203,327	\$55,849	\$259,176	\$350,989	(\$91,813)
2010	\$411,312	\$287,918	622	\$213,000	\$368,270	\$56,986	\$425,256	\$344,442	\$80,814
2011	\$374,005	\$261,804	551	\$213,000	\$293,943	\$60,870	\$354,813	\$357,721	(\$2,908)
2012	\$356,678	\$249,675	548	\$213,000	\$226,203	\$57,170	\$283,373	\$346,272	(\$62,899)
2013	\$298,173	\$208,721	543	\$213,000	\$333,986	\$53,239	\$387,225	\$308,336	\$78,889
2014	\$716,996	\$501,897	578	\$213,000	\$170,006	\$98,093	\$268,099	\$342,956	(\$74,857)
2015	\$531,420	\$371,994	596	\$245,000	\$46,457	\$57,908	\$104,365	\$345,387	(\$241,022)
2016	\$488,343	\$341,840	666	\$245,000	\$371,716	\$58,385	\$430,101	\$341,930	\$88,171
2017	\$436,687	\$305,681	520	\$245,000	\$243,092	\$60,606	\$303,698	\$343,106	(\$39,408)
2018	\$393,387	\$275,371	709	\$245,000	\$500,427	\$58,068	\$558,495	\$359,452	\$199,043
2019	\$735,080	\$514,556	644	\$245,000	\$591,768	\$59,779	\$651,547	\$354,742	\$296,805
2020	\$441,851	\$309,296	662	\$245,000	\$369,888	\$63,308	\$433,196	\$359,929	\$73,267
2021	\$409,256	\$286,479	633	\$245,000	\$457,140	\$77,932	\$535,072	\$344,560	\$190,512
2022	<u>\$624,869</u>	<u>\$437,409</u>	<u>623</u>	<u>\$275,000</u>	<u>\$553,124</u>	<u>\$74,727</u>	<u>\$627,851</u>	<u>\$378,857</u>	<u>\$248,994</u>
TOTALS	\$8,431,862	\$5,902,305	11849	\$4,264,000	\$6,383,097	\$1,144,121	\$7,527,218	\$6,483,440	\$1,043,778

<sup>1</sup> Revenue to Marathon County after 20% payment to State for loans and 10% payment to townships
 <sup>2</sup> Includes County Forest Administrator grant, firewood permits, bond recovery and misc. revenues
 <sup>3</sup> Includes all personnel and operating expenses

#### MARATHON COUNTY APPORTIONMENT OF TIMBER SALES FOR THE YEAR ENDED: 12/31/2022

Amount in Balance Sheet Account 101-42491 As of: 12/31/2022 (1)

79,017.66

DNR Distribution Used: Acreage by Towns as of 07/01/2022 (paid out in calendar 2023)

Vendor		(2)	(3) % of Total	(4)	
Code	Town	Acreage	Acreage	Apportionment	added .01
00235	Bern (T)	269.1000	0.877300%	693.2200	
00243	Bevent (T)	54.7000	0.178300%	140.8900	
00667	Easton (T)	79.6700	0.259700%	205.2100	
00700	Elderon (Ť)	280.0000	0.912800%	721.2700	
00711	Emmet (T)	40.0000	0.130400%	103.0400	
00942	Guenther (T)	4,456.7100	14.529100%	11480.5500	0.01
00997	Harrison (T)	6,571.2900	21.422700%	16927.7200	0.01
02527	Hewitt (T)	3,262.1700	10.634900%	8403.4500	
14094	Kronenwetter (V)	4,313.0600	14.060800%	11110.5200	
02563	Maine (V)	115.7500	0.377400%	298.2100	
02592	Marathon (T)	682.0000	2.223400%	1756.8800	
02791	Mosinee (T)	2,407.7500	7.849400%	6202.4100	
02064	Reid (T)	2,896.5300	9.442900%	7461.5600	
02093	Rib Mountain (T)	3,247.3200	10.586500%	8365.2000	
02104	Ringle (T)	1,810.7800	5.903200%	4664.5700	
01096	Texas (T)	187.4700	0.611200%	482.9600	
		30,674.300	1.00000	79017.66	

#### All adjustments approved by Tom Lovlien

- (2) Information comes from "Forest Tax Report 17", supplied to the Marathon County Forestry Department by the State of Wisconsin--DNR Forest Tax Unit. This number must match the acreage listed by the DNR.
- (3) Information comes from "Forest Tax Report 17", supplied to the Marathon County Forestry Department by the State of Wisconsin--DNR Forest Tax Unit. The total must equal 100.00%. Small manual adjustments may be necessary due to rounding errors.
- (4) Automatic calculation of:

Total Balance Sheet Amount \* Percentage of Total Acreage. The total must equal the total balance sheet amount. Small manual adjustments may be necessary due to rounding errors. A check must be cut to each township for their allocated amount.

Payments will be made on the County Check Run Dated:

1/31/2023

Forward copy to Forestry Dept (Tom Lovlien) upon completion.

<sup>(1)</sup> Amount in Balance Sheet account 101-42491. This is the total amount to be allocated and paid to the various towns for timber sales.

# **Entering County Forest** Please Remember:

- Hunting occurs year-round per state regulations
- Wear bright colors
- Respect Private Property
- Respect and be courteous to other users
- Dogs must be under control, leashes are encouraged
- Enjoy the forest!



CUSTOMER: MC Parks	A signed proof must be received before an order is processed. Please check the following items over very carefully: <b>SIZE, COLORS, SPELLING AND PUNCTUATION, NUTRITION, BARCODE, etc.</b>	Job: Entering County Forest
CUSTOMER SERVICE: Greg/Nicole	Changes, if required, must be indicated on the proof (Please be specific). Customer Corrections/re- visions are billed at regular rates. Customer assumes full responsibility for compliance with Local,	Qty: 1
DATE: March 13, 2023 ARTIST: JL	State and Federal Laws. Please sign and return promptly to avoid production delays!	Size: 24" x 32"
	5120.24 × 52	
	APPROVED AS IS. Proceed to Production	Die Line: Lite blue line, does not print
	APPROVED WITH CORRECTIONS. Please indicate corrections on proof. Proceed to production	
Large Format   Digital Printing a division of Independent Printing Company, Inc.		
a division of independent Printing Company, Inc.	Date Signed	