



MARATHON COUNTY FORESTRY/RECREATION COMMITTEE AGENDA

Date and Time of Meeting: Tuesday, March 30, 2021 at 1:30pm

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

MEMBERS: Arnold Schlei (Chairman), Rick Seefeldt (Vice-Chairman), Tom Rosenberg

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. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Committee members and the public to attend this meeting remotely. To this end, instead of attendance in person, Committee members and the public may attend this meeting by telephone conference. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees.

Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number:

Phone Number: 1-408-418-9388

Access Code: 187 715 7212

If Required, the Password is 1234

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 – Not to Exceed 15 Minutes – Any Person Who Wishes to Address the Committee Must Provide, Name, Address and the Topic to the Chair of the Committee No Later than Five Minutes Before the Start of the Meeting.**
- 3. Approval of the Minutes of the Tuesday, February 2, 2021 Committee Meeting**
- 4. Operational Functions Required by Statute, Ordinance or Resolution:**
 - A. Discussion and Possible Action by Committee
 1. Review and Consider Approving Spring Timber Sale Package
 2. Motion to Go into Closed Session (Roll Call Vote Suggested), pursuant to s.19.85(1)(e), Wis. Stats., for the Purpose of Deliberating or Negotiating the Purchase of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, to Wit: For the purpose of permitting the Committee to discuss strategy to be adopted by staff with respect to acquiring certain parcel of private land for County Forest purposes.
 3. Motion to Return to Open Session (No Roll Call Vote Required).
 4. Announcements and possible action on matters discussed in closed session.

In the event Parks, Recreation and Forestry Department Staff obtains an accepted offer to purchase, said offer must be approved by the Marathon County Board of Supervisors in open session by specific resolution.

- 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. 2020 Timber Stumpage Payments to Townships
- B. Update on the Verso Corporation Mill and Consolidated Cooperative
- C. 2021 – 2023 State Budget Items of Interest

7. Next Meeting Date, Time, Location: Tuesday, May 4, 2021 at 1:30pm at 212 River Dr., Wausau, WI 54403, Room 5 or via Webex

- A. Announcements/Requests/Correspondence
- B. Future Agenda Items: Timber Sale Closeouts, Review Timber Bids and Award Contracts, Spring Timbersale Bid Summary, Investment Opportunity in the Consolidated Cooperative

8. Adjournment

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

ANY PERSON PLANNING TO ATTEND THIS MEETING WHO NEEDS SOME TYPE OF SPECIAL ACCOMMODATION IN ORDER TO PARTICIPATE SHOULD CALL THE COUNTY CLERK'S OFFICE AT 261-1500 OR E-MAIL INFOMARATHON@MAIL.CO.MARATHON.WI.US ONE BUSINESS DAY BEFORE THE MEETING.

FAXED TO: Daily Herald and other News Media Groups
FAXED BY: Jodi Luebbe
FAX DATE/TIME: March 23, 2021 10:00 a.m.

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

Members present: Tom Rosenberg, Arnie Schlei(c)-(via webex), Rick Seefeldt-(via webex)

Also present: Tom Lovlien-Forest Administrator, Jamie Polley-Director, Chad Keranen-DNR Liaison-(via webex)

1. Call Meeting to Order – The meeting was called to order by Chairman Schlei at 1:30pm, Rm. 5, 212 River Dr., Wausau. Official notice and the agenda for the meeting was posted publicly in accordance with State statutes.

2. Public Comment – none brought forward

3. Approve Minutes – **Motion** / second by Schlei / Rosenberg to approve the minutes from the January 5, 2021 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. Update on the Cash Farm Lease – Town of Easton – Lovlien explained that the person farming the land has paid his 2020 rent and requested to terminate the cash farm lease. Schlei checked to see if another farmer was interested in leasing but they declined. They did give another possible name but he has not contacted him yet. Lovlien explained that there has been a new development since the last meeting.

2. Consider Hiring an Appraiser to Determine Market Values on 80 Acres in the Town of Easton and 40 Acres in the Town of Hewitt for a Potential Land Trade – Lovlien gave history on the eighty acres of land in the Town of Easton. It has been held since 1980 for a potential trade to improve blocking of County forest lands. Revenues have been realized from using a cash farm lease on the land. Recently, Lovlien received a call from a landowner who has forty acres bordered on four sides by County forest in the Town of Harrison who is interested in trading that land for the eighty acres in the Town of Easton. He also owns land just to the north of the eighty-acre parcel. The landowner has agreed to pay for half of the appraisal costs on the properties. Lovlien said the Town Chairman of Harrison is supportive of County ownership. Lovlien is recommending appraisals on both properties and said the difference of the two will be the start of negotiations assuming the County property is worth more. Questions were answered. **Motion** / Seefeldt, second by Rosenberg to obtain the two appraisals from Steigerwaldt Land Services with the landowner paying half or \$1,900.00 and permission for Lovlien to negotiate and bring back a recommendation to Committee for a possible trade. Motion **carried** by voice vote, vote reflected as 3-0.

B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration

1. 2020 County Forest Division Annual Report – Lovlien discussed some of the program highlights including revenue and expenses, certification, timber management, road and trail maintenance, wildlife management, recreation, public outreach and professional development.

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 Report – Lovlien reported that over the last ten years over four million dollars in gross timber was sold. The net is the amount of revenue to the County after the twenty percent payment to the State for interest free loans and ten percent payment to the townships. The County sets an even-flow budget because timber revenues fluctuate each year depending on weather and markets. Timber sale contracts are typically two to three years.

B. Wisconsin County Forests Association Fact Sheet – The fact sheet gave information on how important forestry is in Wisconsin. It's the number one employer in ten counties and in output for fourteen counties. Wisconsin is the #1 producer of paper and wood manufacturing in the United States. The sheet explained forest certification and what the Wisconsin County Forests Association is all about. It also discussed the important role county forests play in total recreation programming which includes miles of ATV, snowmobile, hiking, snowshoe, cross-country skiing, horse and bicycle trails; boat landings; campsites; day use area and beaches.

C. Update on Meeting objective 5.2 Outcome Measure 3 of the 2018-2022 Marathon County Strategic Plan – Park and Forest Land Acquisitions – Lovlien said this Strategic Plan objective adopted by the County Board is to attempt to acquire 320 acres of land per year for the Marathon County parks and forest system. Over the last three years County Forest land acquisition totaled 519.51 acres and park land 3.99 acres. Lovlien described some of the lands recently acquired. He noted that park land acquisition doesn't always come up every year like forest lands. Recently, there has been opportunity to acquire forest lands from willing sellers. Funds in the Segregated Land Account paired with Knowles-Nelson Stewardship grants is used. Lovlien noted that the County has acquired 1,997 acres from 2006 to 2020. The County was not eligible for the Knowles-Nelson Stewardship funding until 2010 and purchases of 877.5 acres since then utilized almost \$925,000 of Stewardship funds which were matched with County funds.

D. County Forest Harvest Acreage Totals 2006-2020 – The DNR report shows totals of all the counties harvest acreage throughout the years. Marathon County has been harvesting an average of 593 acres over the last fifteen years. Marathon County has been successful over the years at harvesting the acreage it has established.

7. Next Meeting Date, Time, Location: March 2, 2021, 1:30pm, Rm. 5 and webex, 212 River Dr., Wausau WI 54403

A. Announcements/Requests/Correspondence – Seefeldt thanked Lovlien for his work on land acquisitions, Lovlien gave members details of the WCFA Spring meeting.

B. Future Agenda Items: Closeout Timber Sale, WCFA Spring Meeting, Timber Stumpage Payments to Townships, Great Lakes Timber Professionals Association Magazine Article on County Forest Recreation.

8. Adjourn – Motion / second by Rosenberg / Seefeldt to adjourn the meeting at 2:15 pm. Motion **carried** by voice vote, vote reflected as 3-0.



SPRING 2021 TIMBER SALE INVITATION FOR BID

Here is our spring timber sale prospectus.

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

- Purchasers are allowed to submit a personal or business check as a bid security in the amount of 10% of the total bid.
- All pulpwood will be bid by the ton to a top diameter of 4". There is also an option to bid on tops/biomass.
- Stick scaled cord volume will be converted to tons using published WDNR handbook weights. The Marathon County mixed hardwood pulp weight is 4800 pounds per cord. (See table on back of this sheet)
- **NEW - A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 pm Thursday, May 27, 2021, Conference Room 3, 212 River Drive, Wausau, WI 54403.**
- **CONTRACT EXTENSIONS:**
Please read and understand contract extensions as we will be following our policy.

To submit a bid:

1. Use the enclosed bid form or a photocopy.
2. Bid a price per **ton** or **MBF** for each species, including tracts designated as lump sum.
3. Complete the Logger's Statement of Qualifications.
4. Sign your bid.
5. Enclose a bid bond, cashier's, personal or business check, letter of credit, or money order for 10% of the total bid.
6. Seal each signed bid in a separate envelope marked: "Timber Sale Bid - Tract No. _____".
7. **Submit your signed bid(s) by 1:30pm, Monday May 3, 2021**, to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Ste. 2, Wausau, WI 54403-5476. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

I invite you to attend the bid opening at 1:30pm, **Monday, May 3, 2021**, Conference Room 3, 212 River Drive, Wausau, Wisconsin, 54403.

Thomas G. Lovlien
Forest Administrator

c: Forestry/Recreation Committee
County Administrator
Corporation Counsel
Chad Keranen, DNR Liaison Forester

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

**CORDWOOD WEIGHT CONVERSION FACTORS
POUNDS PER CORD**

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

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

SPRING 2021 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
1-21	Red Oak	2000 Tons	<u>Kronenwetter Forest Unit</u> – RE-DO (66 Acres) Dry Mid-Summer/Dry Fall/Winter logging. Access to Pyke Road. Ticket Sale. Contract must be completed by June 30, 2024.
	Aspen	950 Tons	
	Mixed Hardwood	350 Tons	
	Red Pine	125 Tons	
	Red Oak Logs	90.0 MBF	
	Red Maple Logs	15.0 MBF	
	Tops/Biomass	675 Tons	
2-21	Red Pine	950 Tons	<u>Kronenwetter Forest Unit</u> – OAK ISLAND (46 Acres) Dry Spring/Summer/Fall/Winter logging. Access to Martin Road. Ticket Sale. Contract must be completed by June 30, 2024.
	Tops/Biomass	190 Tons	
3-21	Aspen	1750 Tons	<u>Kronenwetter Forest Unit</u> – SNEAKY OAK (40 Acres) Dry Mid-Summer/Dry Fall/Winter logging. Access to Pyke Road. Ticket Sale. Contract must be completed by June 30, 2024.
	Red Oak	350 Tons	
	Mixed Hardwood	220 Tons	
	Red Oak Logs	30.0 MBF	
	Mixed Hwd. Logs	2.0 MBF	
	Tops/Biomass	460 Tons	
4-21	Mixed Hardwood	2650 Tons	<u>Hewitt-Harrison Forest Unit</u> – TRAPPE RIVER (96 Acres) Winter logging. Access to Snowshoe Rd. Ticket Sale. Contracted must be completed by June 30, 2024.
	Aspen	650 Tons	
	Basswood	240 Tons	
	Red Maple Logs	75.0 MBF	
	Basswood Logs	25.0 MBF	
	Hard Maple Logs	10.0 MBF	
	Ash Logs	3.0 MBF	
	Tops/Biomass	700 Tons	
5-21	Mixed Hardwood	1000 Tons	<u>Ringle Forest Unit</u> – CK DEFECTION (88 Acres) Winter logging. Access to Big Wound Rd. Ticket Sale. Contract must be completed by June 30, 2024.
	Red Oak	650 Tons	
	Basswood	170 Tons	
	Red Oak Logs	45.0 MBF	
	Ash Logs	35.0 MBF	
	Basswood Logs	20.0 MBF	
	Red Maple Logs	20.0 MBF	
	Hard Maple Logs	7.0 MBF	
	Tops/Biomass	360 Tons	

INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 336 acres of timber on Tracts 01-21, 02-21, 03-21, 04-21, and 05-21. These tracts have an estimated 14,440 tons and 377.0 thousand board feet of:

Mixed Hwd Pulp	4220 Tons	Red Oak Logs	165.0 MBF
Aspen Pulp	3350 Tons	Red (Soft) Maple Logs	110.0 MBF
Oak Pulp	3000 Tons	Basswood Logs	45.0 MBF
Red Pine Pulp	1075 Tons	Ash Logs	38.0 MBF
Basswood Pulp	410 Tons	Hard Maple Logs	17.0 MBF
Biomass	2385 Tons	Mixed Hardwood 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 3, 2021, 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 2. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

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

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

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

A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 PM, Thursday, May 27, 2021. Conference Room 2, 212 River Drive, Wausau, WI 54403.

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

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



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

TIMBER SALE BID

I submit the following bid on Tract No. _____

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

SPECIES	ESTIMATED VOLUME	PRICE BID PER TON OR MBF	TOTAL
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 training (please describe)

_____ Date _____

_____ Date _____

6. BMP training Yes No Date _____

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

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

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

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

Date

Name (Please Print)

Signature

MARATHON COUNTY TIMBER SALE CONTRACT

Contract No. _____ Scaled or Ticket System

Tract No. _____ Tree Measurement (Lump Sum)

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

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

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

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

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

TIMBER TO BE REMOVED

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

TOTALS: _____

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

GENERAL TERMS

- 1. **CONTRACT PERIOD.** Purchaser will completely perform his obligations under this contract by the _____
- 2. **CONTRACT EXTENSIONS.** If extensions of this contract are deemed reasonable by the County, the stumpage price agreed upon herein shall be adjusted as follows:
 - A. First one-year extension
 - 1. 3 year contract.....25%
 - 2. 2.5 year contract.....20%
 - 3. 2 year contract.....15%
 - B. Additional one-year extensions.....10%
 - C. Other applicable charges or fees: NONE

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

- 3. **CHANGE ORDERS.** The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract.
- 4. **PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.**
 - A. Notice to Begin. Purchaser shall contact the County representative in writing both prior to commencing logging operations from contract site and upon final completion of the Timber Sale Contract. The Purchaser must also contact the County representative in writing if work is to cease at the contract site for more than one month. At the end of this period of time, the Purchaser must then inform the County representative in writing that work is to begin again.
 - B. Contract Oversight. Cutting and removal of timber purchased under this contract shall be conducted in conformance with this contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the contract period specified in par. 1.
 - C. Performance Bond. A performance bond in Marathon County's favor in the amount of \$ _____ in cash, by surety bond, or in other form accepted by the County, shall be submitted by the Purchaser no later than _____ to be retained by the County to assure full and complete performance of the contract by the Purchaser to the County's satisfaction. Failure to submit the bond will be considered a breach of this contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the County as liquidated damages upon the County's determination a condition or term of this contract has been breached by the Purchaser, unless the County chooses and can reasonably determine the actual damages suffered as a result of the breach of the contract. Damages assessed under this contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the County.
 - D. The Purchaser agrees that the performance bond may be retained by the County until all performance under this contract has been completed to the County's satisfaction and the County determines the performance has been so completed. In the event the Purchaser provided written notice of sale completion to the County, the County shall have sixty (60) days to determine that performance has been completed as required under this contract.
 - E. If timber or other forest products not specifically described in this contract or designated by the County for cutting are cut, damaged or removed by the Purchaser, the County may pursue any and all remedies for the unlawful use of the County's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its contract remedies for breach.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Other: None.

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

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

Table 1. Thresholds for soil disturbances.

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

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

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

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

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

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

(1) NONE

(2)

19. **DIGGERS HOTLINE.** The Purchaser is responsible to contact the Diggers Hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.
20. **OTHER APPROVALS.** Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.
21. **UNCUT TREES AND WASTED TIMBER.** Should marked or designated trees be left uncut or unremoved, the Purchaser shall be liable to the County for damages in the amount said wood would have been valued for payment at the mill site as of the date all work to be performed pursuant to this contract was to have been completed. Young growth trees bent or held down by felled trees must be properly released or Purchaser shall be liable for damages in the amount of replacement costs. The Purchaser shall be liable for damages at double the stumpage rate specified for timber wasted in tops and stumps.
22. **STUMP HEIGHT, TOPS.** The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Additionally, clumps of stumps shall be treated as individual stumps and maximum height may not exceed each individual stump diameter. Title to tops shall remain in the owner and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this contract.
23. **ZONE COMPLETION.** The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the County.
24. **SLASH.** Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows: A. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- B. Other: None.
25. **FOREST FIRE PREVENTION.** The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:
- A. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.
- B. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)
- C. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
- D. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- E. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss.26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
- F. Other: NONE

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

32. **FOREST CERTIFICATION.** The area encompassed by this timber sale is certified to the standards of the Sustainable Forestry Initiative® 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, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor or a higher tier subcontractor or any person associated therewith, an inducement for the award of a subcontract, or order.

SCALING REQUIREMENTS AND CONVERSION FACTORS

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

PULPWOOD TICKET SYSTEM

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

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

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

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

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

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

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

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

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

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

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

TREE MEASUREMENT (LUMP SUM)

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

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

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

B. Other: NONE

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

Heterobasidion Root Disease (HRD) – Prevention Treatment

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

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

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

Table 2. Approved Heterobasidion Root Disease Fungicides

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

Dated this ____ day of _____, 2021

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 2020

Tract # 01-21 RE-DO SALE

Estimated Volumes

Ticket Sale	<u>Species</u>	<u>4" Top</u>
	Red Oak	2000 Tons (incl. approx. 100 tons White Oak)
	Aspen	950 Tons
	Mixed Hardwood	350 Tons (approx. 88% Red Maple, 6% Basswood, 4% Ash, 2% all other hardwood)
	Red Pine	125 Tons (incl. approx. 12.0 MBF)
	Red Oak Logs	90.0 MBF (incl. <1.0 MBF White Oak)
	Red Maple Logs	15.0 MBF (incl. <1.0 MBF all other hardwood)
Option to Bid	Tops/Biomass	675 Tons

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

Size: 66 Acres

Seasonal Time Frame: July 16-March 30

Purple Paint Line separates cutting areas

Cutting Regulations:

Area 1 – Aspen & Red Maple Clear-Cuts (25 acres in 2 Blocks) – Cut all trees 1 inch and greater, except those marked with green paint.

Area 2 – Oak Shelterwood Cut (27 acres in 1 Block) – Cut all trees 1 inch and greater, except Aspen regeneration, trees marked with green paint, and trees within green paint lines.

Area 3 – Oak Designated Cut (14 acres in 2 Blocks) – 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.

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. If hauling on the snowmobile trail when “open,” a 3 inch snowbase shall be left.

Slash/Wildlife/Other: 16’8” maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10,” which shall not exceed 10.” Do not cut snags, unless they pose a safety risk to harvesting operations or are within 100’ of gravel trail.

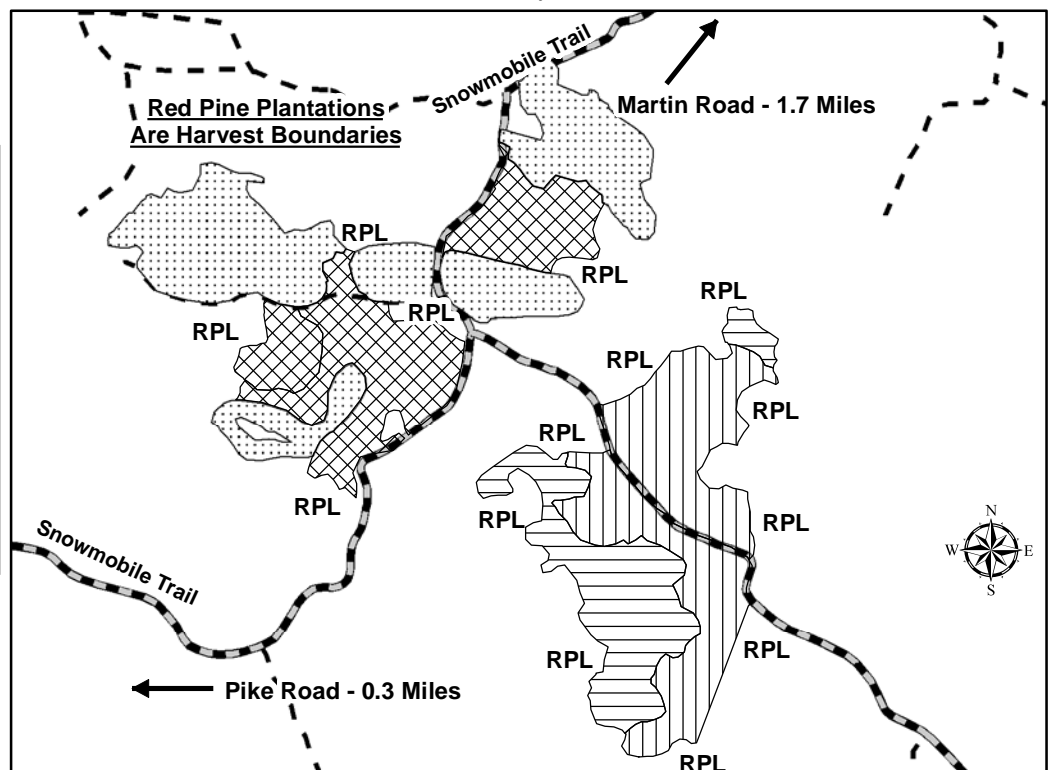
Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound

Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end


Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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


Contract Length: Contract must be completed by June 30, 2024.



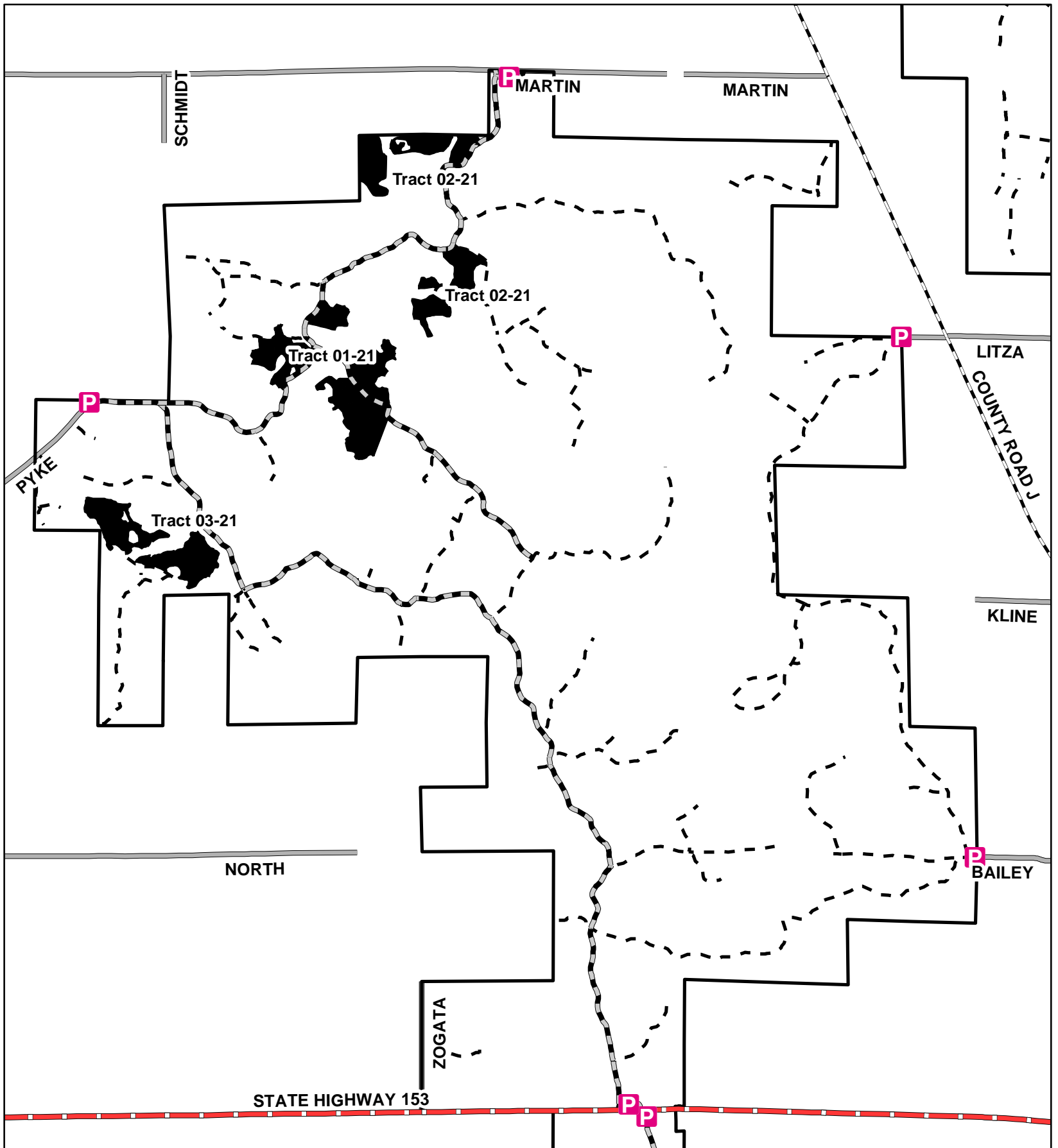
Legend

-  Area 1: Aspen & Red Maple Clear-Cuts
-  Area 2: Oak Shelterwood Cut
-  Area 3: Oak Designate Cut
-  Red Pine Plantations
-  Gravel Trails
-  Trails
-  RPL Red Paint Line




0 500 1,000 2,000 Feet



Kronenwetter Forest Unit



Legend

-  Parking Lots
-  Gravel Trails
-  Grass Trails



MARATHON COUNTY TIMBER SALE
Kronenwetter Forest Unit – March 2021

Tract # 02-21 OAK ISLAND SALE

	<u>Estimated Volumes</u>	
Ticket Sale	<u>Species</u>	<u>4" Top</u>
	Red Pine	950 Tons (includes approx. 5 tons of White Pine)
Option to Bid	Tops/Biomass	190 Tons

Location: Sections 11, 12, & 14, T.27N.-R.08E. (Village of Kronenwetter) Size: 46 Acres

Seasonal Time Frame: June 1-March 30 (if ground is firm/dry, can start in May)

Cutting Regulations:

Area 1 – Red Pine Select Cut (6 blocks: 46 acres of 2nd thinning) - Cut all trees marked with orange paint.

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. All cut pine must be hauled within 3 weeks from June 1-September 1.





Slash/Wildlife/Other: 16'8" maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." 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. If hauling on the snowmobile trail when "open," a 3 inch snowbase shall be left. To prevent the spread of Buckthorn, all equipment must be cleaned off prior to moving between northern 3 blocks and southern 3 blocks.

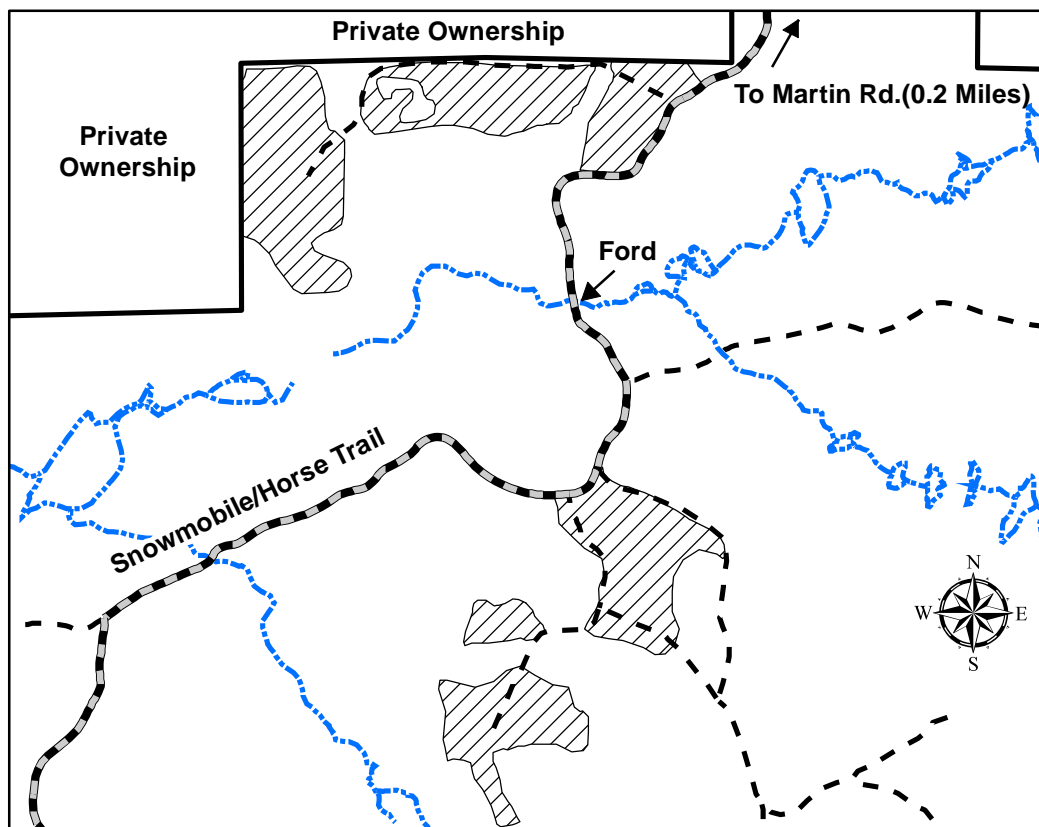
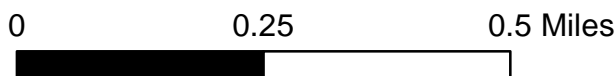
Utilization: One or more sticks to a 4 inch diameter inside bark (DIB) on the small end

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

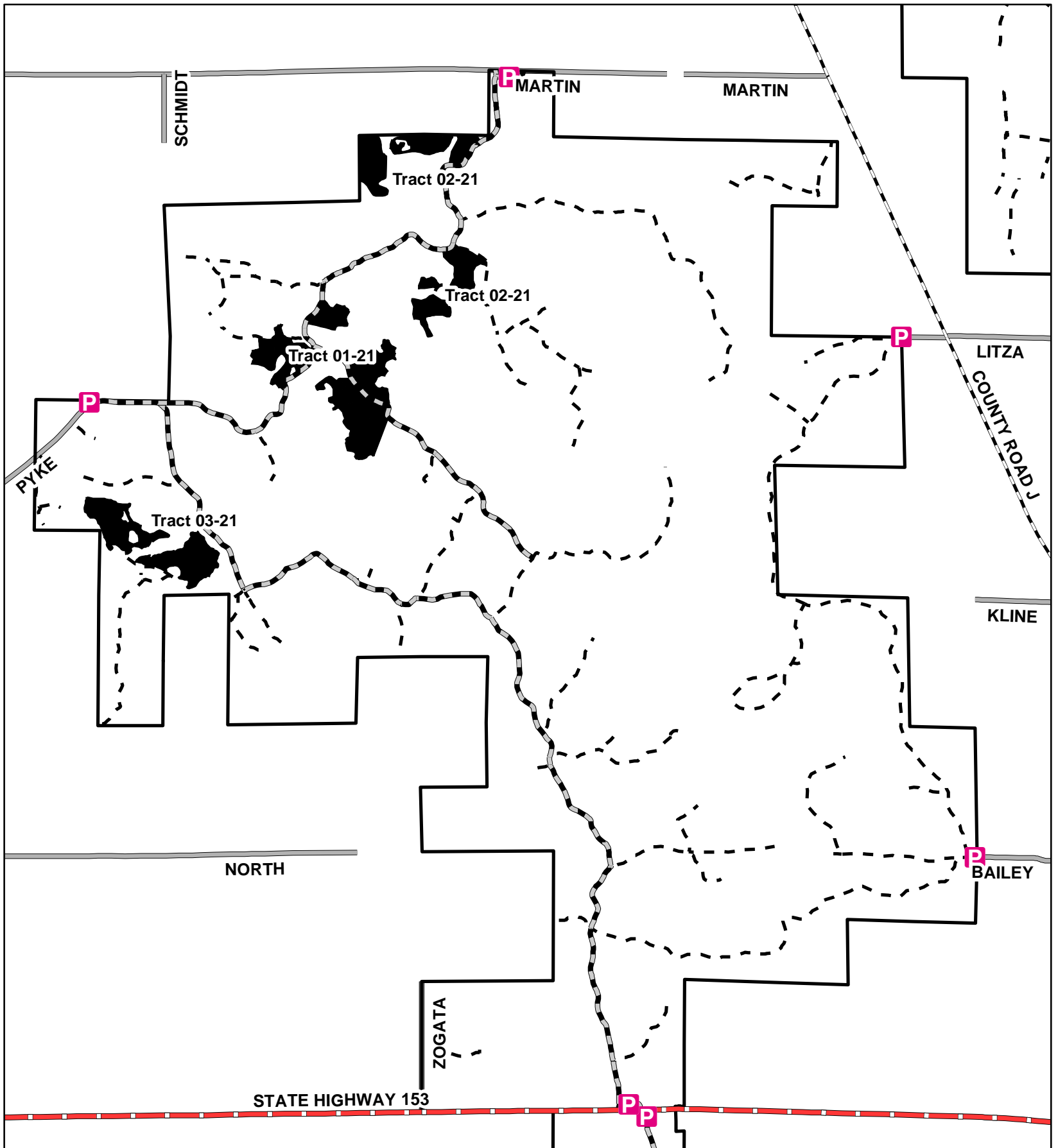
Contract Length: Contract must be completed by June 30, 2024.

Legend




-  Area 1: Red Pine Select Cut
-  Gravel Trails
-  Grass Trails
-  Streams



Kronenwetter Forest Unit



Legend

-  Parking Lots
-  Gravel Trails
-  Grass Trails



MARATHON COUNTY TIMBER SALE
Kronenwetter Forest Unit – March 2021

Tract # 03-21 SNEAKY OAK SALE

TICKET SALE

Estimated Volumes:

<u>Species:</u>	<u>4" Top</u>		
Aspen	1750 Tons	Red Oak Logs	30.0 MBF
Oak	350 Tons	Mixed Hdwd. Logs	2.0 MBF (incl. all other (hdwd.)
Mixed Hardwood	220 Tons (incl. all other hdwd.)		
Tops/Biomass (optional to bid)	460 Tons		

Location: Section 14, 15, & 23, T.27N.-R.8E. (Village of Kronenwetter) Seasonal Time Frame: July 16 – March 30 (dry conditions needed to utilize grass trails)

Cutting Area: 40 Acres A purple paint line separates cutting areas.

Cutting Regulations:

Area 1 – Aspen Clear-Cut (37 Acres in 5 blocks): Cut all trees 1" and greater, except conifer, trees marked with green paint, and trees within green paint lines.
Area 2 – Hardwood Select Cut (3 acres in 1 Blocks) – Cut all trees marked with orange paint.

Roads/Trails/Decking Areas: Forestry Division will approve skid routes and decking areas.







Slash/Wildlife/Other: All tops shall be lopped and scattered to lie within 24 inches of the ground. Stump height shall not exceed stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags unless they are within 100 feet of trails or pose a risk to harvesting operations. Do not cut trees marked with an orange "W's." If hauling on the snowmobile trail when open, a 3 inch snowbase shall be left.

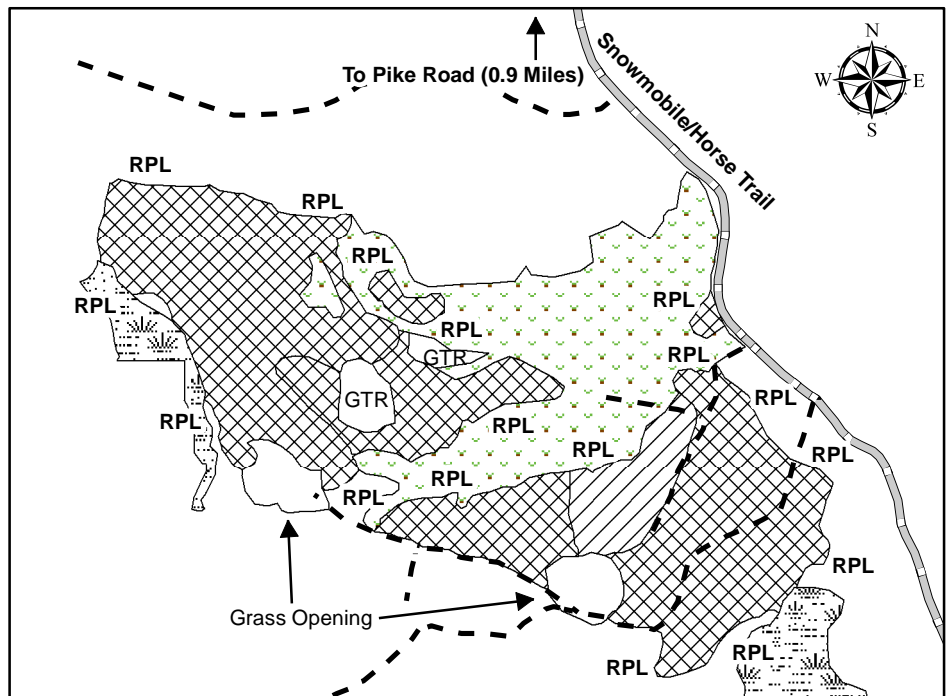
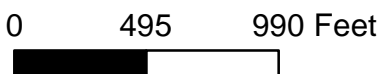
Utilization: Sawlogs – 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
Pulpwood – One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
Tops/Biomass – Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

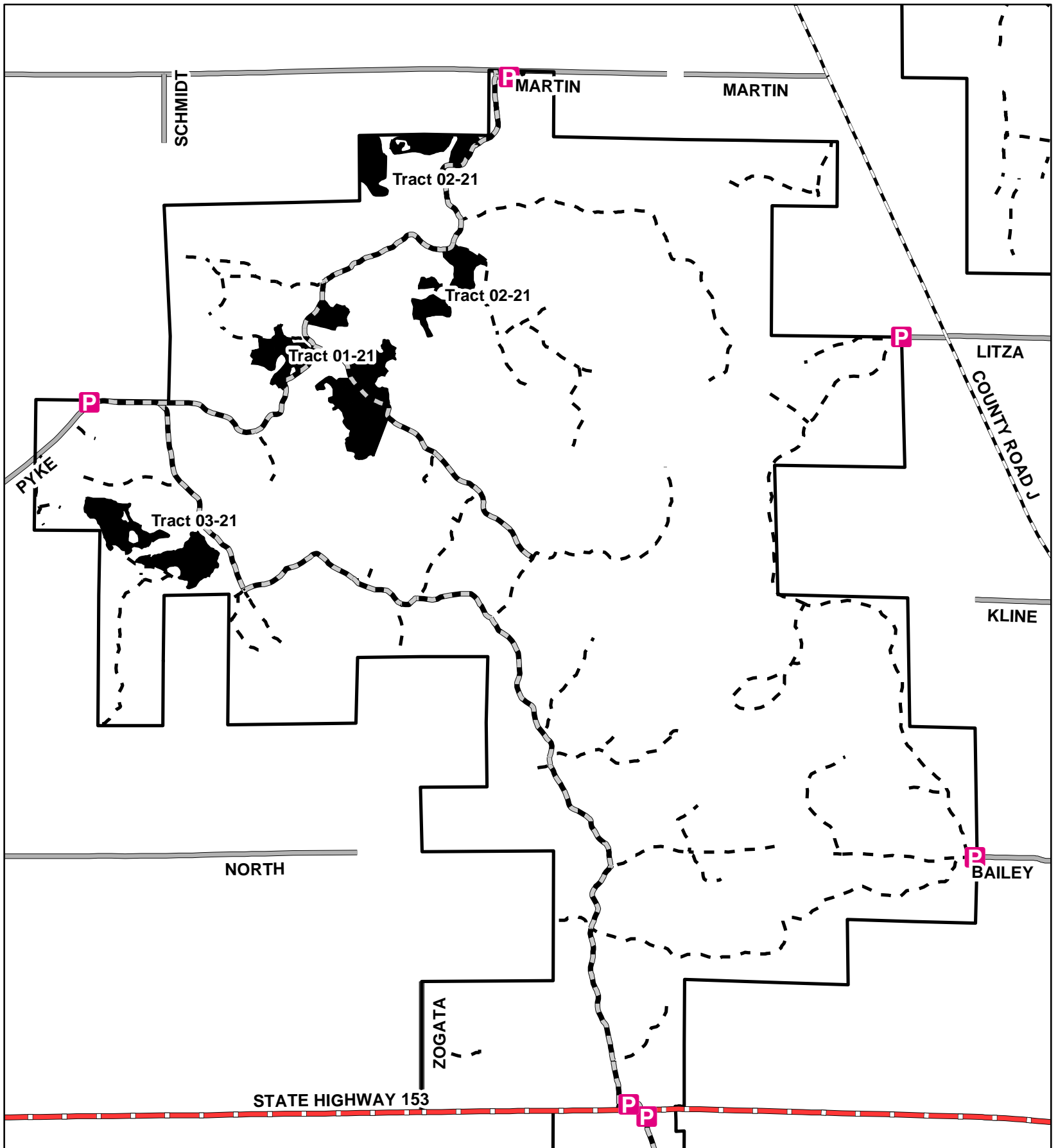
Contract Length: Contract must be completed by June 30, 2024.

Legend

-  Area 1: Aspen Clear-Cut
-  Area 2: Hardwood Select Cut
-  Pine Plantation
-  Wetland
-  Gravel Trails
-  Grass Trails
- RPL Red Paint Line



Kronenwetter Forest Unit



Legend

- Parking Lots
- Gravel Trails
- Grass Trails



MARATHON COUNTY TIMBER SALE
Hewitt-Harrison Forest Unit – March 2021

Tract # 04-21 TRAPPE RIVER SALE

Ticket Sale	Estimated Volumes	
	Species	4" Top
	Mixed Hardwood	2650 Tons (approx. 75% Red Maple, 18% Hard Maple, 4% Ash, 3% all other hardwood)
	Aspen	650 Tons
	Basswood	240 Tons
	Red Maple Logs	75.0 MBF
	Basswood Logs	25.0 MBF
		Hard Maple Logs 10.0 MBF
		Ash Logs 3.0 MBF (incl. < 1.0 MBF all other hardwood)
Option to Bid	Tops/Biomass	700 Tons

Location: Section 3, T.30N.-R.9E. (Town of Hewitt)

Size: 96 Acres

Seasonal Time Frame: Frozen Ground

Cutting Regulations:

Area 1 – Hardwood Thinning w/ Gaps (40 acres in 1 Block) – Cut all orange marked trees AND cut all trees merchantable trees (except conifer) within purple paint lines. **Minimize damage to regeneration.**

Area 2 – Red Maple Designated Cut (26 acres in 4 Blocks) – Cut all merchantable trees, except oak and conifer. **Minimize damage to regeneration with minimal paths of travel. Trees shall be fallen, processed, and skidded within the path of travel.**

Area 3 – Aspen Clear-Cut (22 acres in 5 Blocks) – Cut all trees 1 inch and greater, except oak and conifer.

Area 4 – Red Maple Clear-Cut (8 acres in 2 Blocks) – Cut all trees 1 inch and greater, except oak and conifer.

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas.

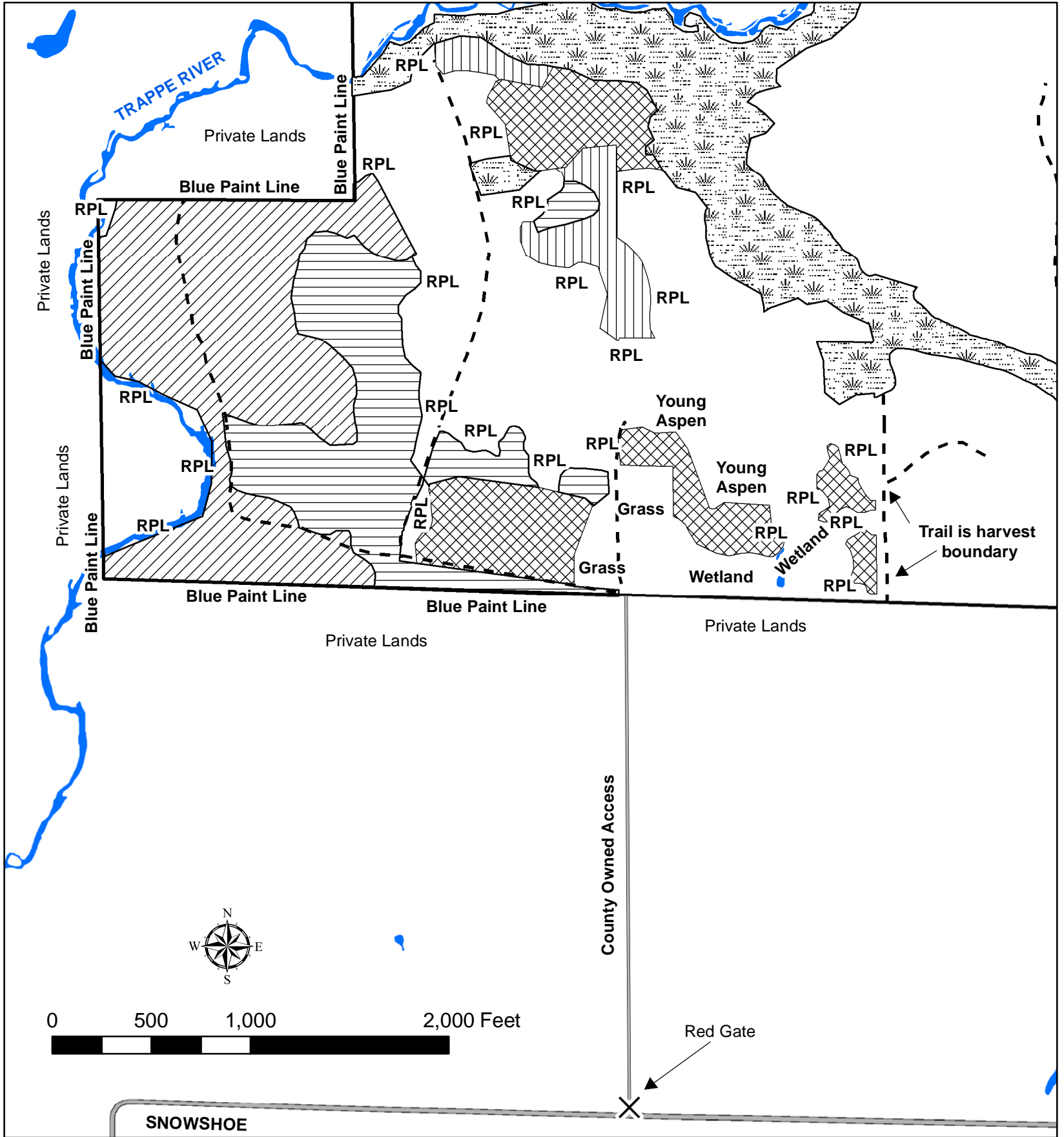
Slash/Wildlife/Other: 16'8" maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags, unless they pose a safety risk to harvesting operations or are within 100' of trail. **Do not cut trees marked with orange "W's"**. Pull all merchantable and unmerchantable Ironwood out of ground or cause root damage.

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

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

Contract Length: Contract must be completed by June 30, 2024.

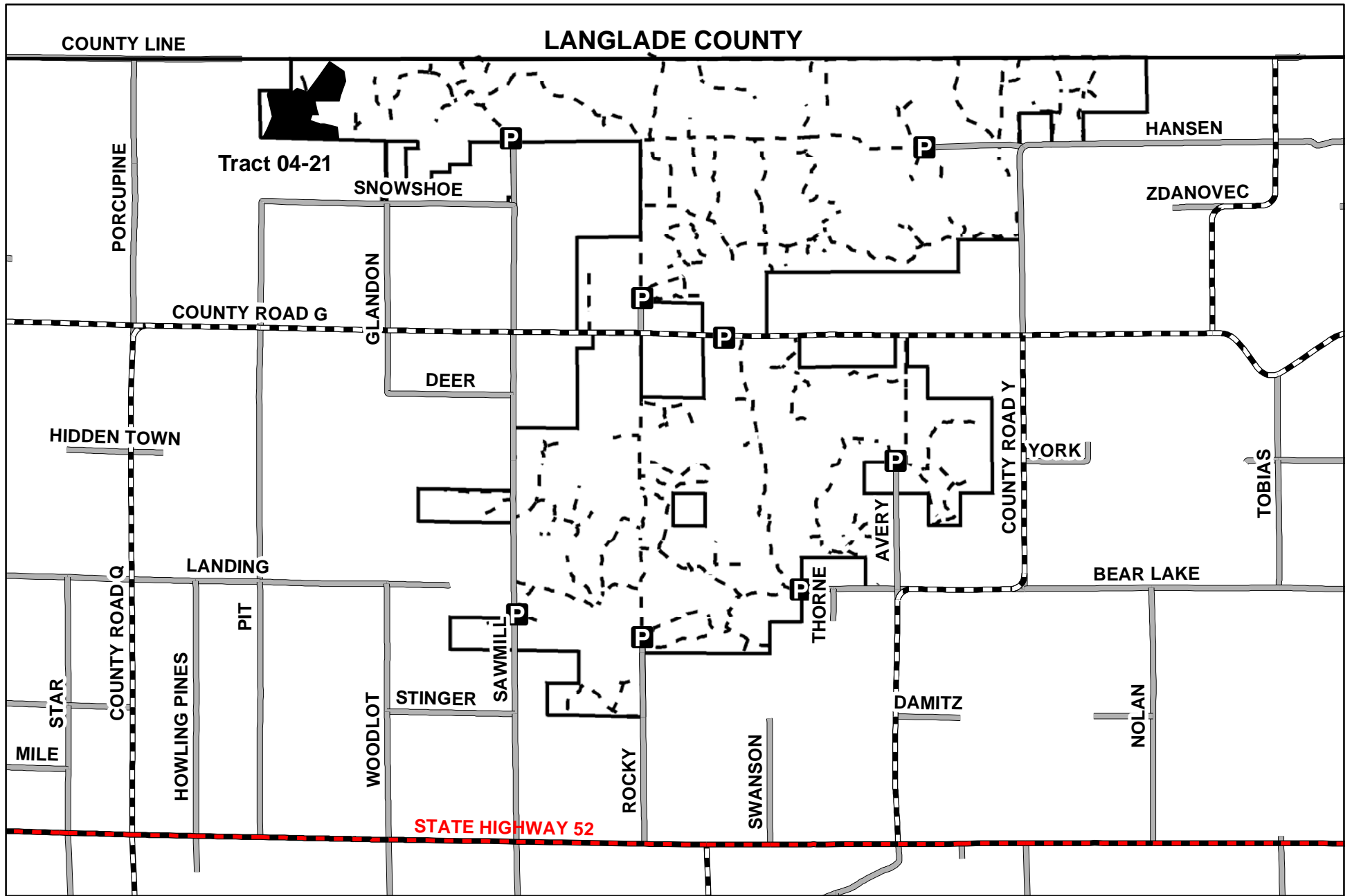
Tract 04-21 "Trappe River Sale"



Legend

- | | | | | | |
|--|-----------------------------------|---|-----------------------------|---|--------------------|
|  | Area 1: Hardwood Thinning w/ gaps |  | Area 4: Red Maple Clear-Cut |  | RPL Red Paint Line |
|  | Area 2: Red Maple Designate Cut |  | Wetland |  | Grass Trails |
|  | Area 3: Aspen Clear-Cut | | | | |

Hewitt-Harrison Forest Unit



Legend

P Parking Lots - - - Grass Trails



MARATHON COUNTY TIMBER SALE
Ringle Forest Unit – March 2021

Tract # 05-21 CK DEFECTION SALE

Ticket Sale	Estimated Volumes			
	Species	4" Top		
	Mixed Hardwood	1000 Tons (approx. 45% Ash, 37% Red Maple, 15% Hard Maple, 3% all other hardwood)		
	Red Oak	650 Tons		
	Basswood	170 Tons	Red Maple Logs	20.0 MBF
	Red Oak Logs	45.0 MBF	Hard Maple Logs	7.0 MBF
	Ash Logs	35.0 MBF		
	Basswood Logs	20.0 MBF (Incl. <1.0 MBF all other hardwood)		
Option to Bid	Tops/Biomass	360 Tons		

Location: Section 32, T.28N.-R.9E. (Town of Ringle)

Size: 88 Acres

Seasonal Time Frame: Frozen Ground

Cutting Regulations:

Area 1 – Hardwood Thinning w/ Gaps (79 acres in 3 Blocks) – Cut all orange marked trees AND cut all trees 1 inch and greater within purple paint lines.

Area 2 – Red Maple Designated Cut (9 acres in 1 Blocks) – Cut all merchantable trees, except Oak and Aspen. **Minimize damage to regeneration with minimal paths of travel. Trees shall be fallen, processed, and skidded within the path of travel.**

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas.

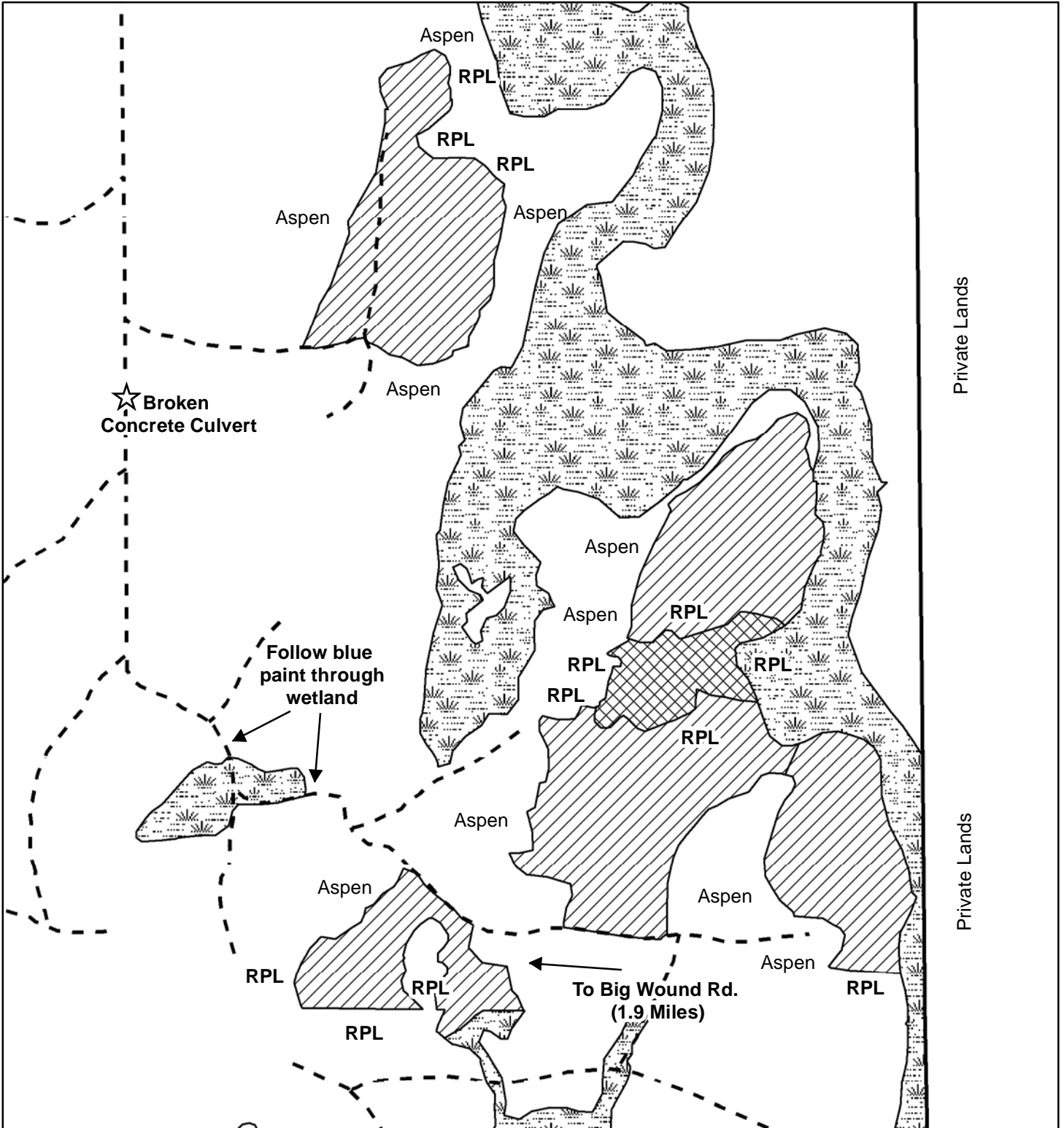
Slash/Wildlife/Other: 16'8" maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags, unless they pose a safety risk to harvesting operations or are within 100' of trail. **Do not cut trees marked with orange "W's"**. Pull all merchantable and unmerchantable Ironwood out of ground or cause root damage.

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

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

Contract Length: Contract must be completed by June 30, 2024.

Tract 05-21 "CK Defection Sale"



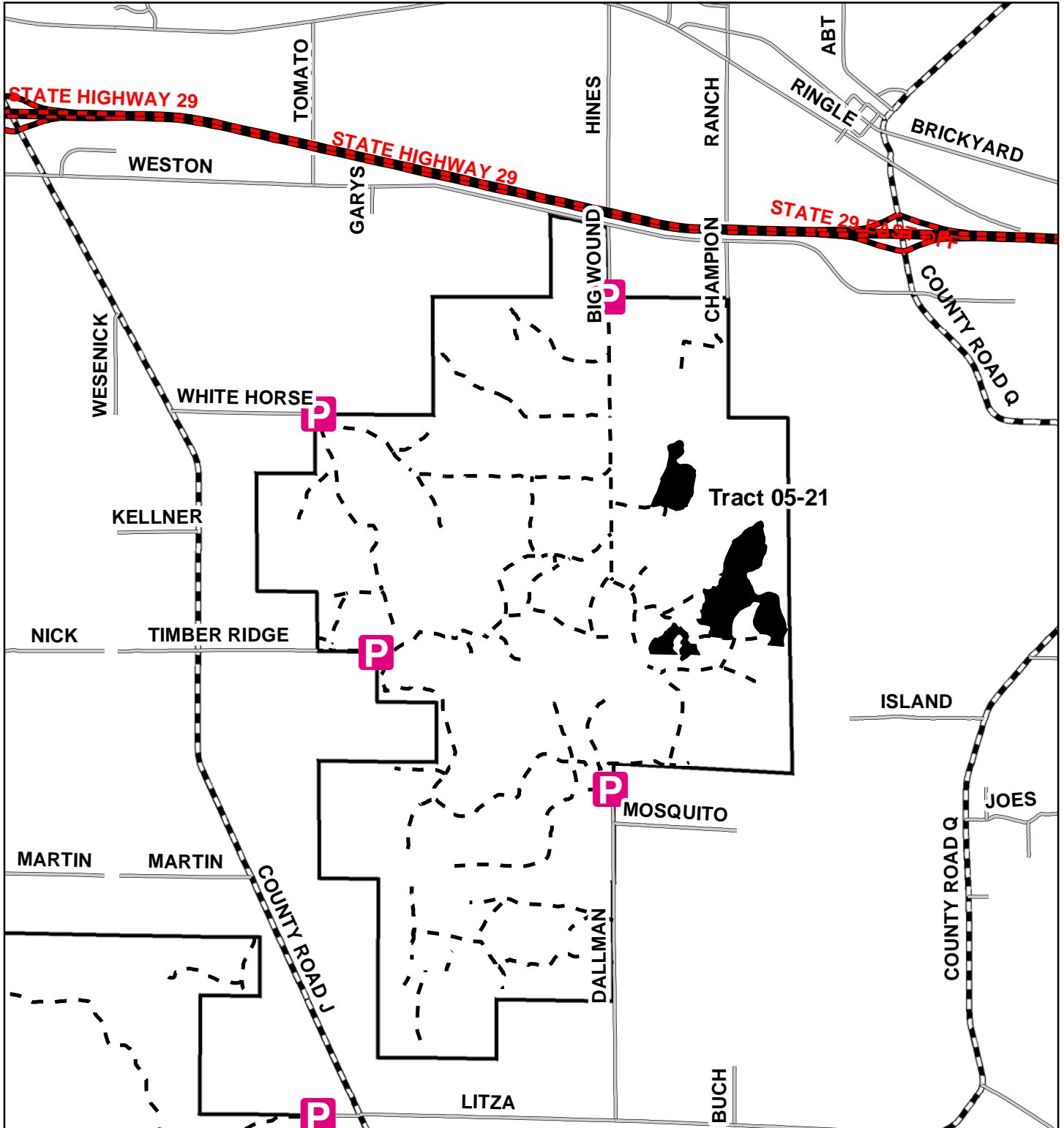
Legend

-  Area 1: Hardwood Thinning w/ Gaps
-  Area 2: Red Maple Designate Cut
-  Alder Wetlands
-  Grass Trails
- RPL** Red Paint Line



0 500 1,000 2,000 Feet



Ringle Forest Unit



Legend

-  Parking Lots
-  Grass Trails



MARATHON COUNTY
 APPORTIONMENT OF TIMBER SALES
 FOR THE YEAR ENDED: 12/31/2020

Amount in Balance Sheet Account 101-42491
 As of: 12/31/2020 (1) 52,841.16

DNR Distribution Used: Acreage by Towns as of 07/01/2020 (paid out in calendar 2021)

Vendor Code	Town	(2) Acreage	(3) % of Total Acreage	(4) Apportionment
00235	Bern (T)	269.100	0.883000%	466.59
00243	Bevent (T)	54.700	0.179500%	94.85
00667	Easton (T)	79.670	0.261400%	138.13
00700	Elderon (T)	280.000	0.918800%	485.50
00711	Emmet (T)	40.000	0.131300%	69.38
00942	Guenther (T)	4,456.710	14.624500%	7,727.75
00997	Harrison (T)	6,571.290	21.563400%	11,394.35
02527	Hewitt (T)	3,062.170	10.048400%	5,309.69
14094	Kronenwetter (V)	4,313.060	14.153100%	7,478.66
02563	Maine (V)	115.750	0.379800%	200.69
02592	Marathon (T)	682.000	2.238000%	1,182.59
02791	Mosinee (T)	2,407.750	7.900900%	4,174.93
02064	Reid (T)	2,896.530	9.504800%	5,022.45
02093	Rib Mountain (T)	3,247.320	10.655900%	5,630.70
02104	Ringle (T)	1,810.780	5.942000%	3,139.82
01096	Texas (T)	187.470	0.615200%	325.08
		<u>30,474.300</u>	<u>1.00000</u>	<u>52,841.16</u>

All adjustments approved by Tom Lovlien

- (1) Amount in Balance Sheet account 101-42491.
 This is the total amount to be allocated and paid to the various towns for timber sales.
- (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: 1/28/2021

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

MONEY

Consolidated Cooperative files letter of intent to purchase Verso mill in Wisconsin Rapids

Caitlin Shuda Wisconsin Rapids Daily Tribune

Published 6:19 a.m. CT Feb. 4, 2021 | Updated 1:15 p.m. CT Feb. 4, 2021

WISCONSIN RAPIDS – A cooperative formed after the closure of Verso's paper mill has toured the facility and filed a letter of intent to purchase the Wisconsin Rapids mill, State Rep. Scott Krug, R-Nekoosa, told the Wisconsin Rapids Together Task Force Wednesday.

The group met briefly Wednesday morning for the first time since October.

Krug told the task force he has been talking with David Sams, Verso's vice president of environmental health, safety and sustainability; Gov. Tony Evers; and members of the Consolidated Cooperative, which was formed by the Great Lakes Timber Professionals Association with the intent to purchase the mill.

Krug said Sams told him Verso would continue running converting operations at the mill, and Verso is continuing to weigh all of its options, including possibly restarting the entire mill themselves.

Missy Hughes, secretary and CEO of the Wisconsin Economic Development Corporation, said the organization has been working closely with the cooperative to learn where the market is and how they can "plug into that" market. WEDC is also working with the co-op to secure grants, Hughes said.

Scott Suder, president of the Wisconsin Paper Council, told the task force that while he supports the cooperative's efforts, it is possible that other groups could have non-disclosure agreements with Verso that prevent them from talking about their interests. Suder said the task force should support any prospective buyers for the Wisconsin Rapids mill.

The Great Lakes Timber Professionals Association created Consolidated Cooperative with plans to get timber professionals, community members and millworkers involved to own and run the mill. The timber co-op became an official entity Aug. 3 and set money aside for a

feasibility study to look at options that could work for the Rapids mill. By mid-August, the group had formed a steering committee and was looking for other groups that might be interested in forming a multi co-op group to run the mill.

Last fall, Verso said it would halt efforts to sell the mill because COVID-19 restrictions made it difficult for the company to market the mill and to allow prospective buyers to travel to tour it. While the company said it would not actively market the mill, all options were still being considered.

Krug told a Daily Tribune reporter Wednesday afternoon that Verso seems to be moving on from that stance and opening up the process of selling the Rapids mill again.

Shawn Hall, the director of communications for Verso, said Wednesday afternoon that the company is continuing to explore options for the Wisconsin Rapids mill, but Verso did not have an update at this time.

Verso announced in June it would indefinitely stop production at its paper mills in Wisconsin Rapids and Duluth, Minnesota, while “exploring viable and sustainable alternatives for both mills,” including restarting them if market conditions improve, selling them or closing permanently.

Verso has said the decision to idle the plant stemmed from a decline in demand for graphic paper due to the COVID-19 pandemic. Retail, sports, entertainment and tourism industries reduced their use of print advertising during safer-at-home orders.

RELATED: Verso has halted its effort to sell Rapids mill, a decision one task force member called 'playing games'

RELATED: Verso Corp. reports \$31 million loss during third quarter as company idled mills in Wisconsin Rapids, Duluth

RELATED: How COVID-19, the paper market, and investors influenced Verso's decisions in Wisconsin Rapids

Contact Caitlin at cshuda@gannett.com or follow her on Twitter @CaitlinShuda.

Updated as of February 17, 2021

2021-23 WISCONSIN STATE BIENNIAL BUDGET SUMMARY

On February 16, 2021, Governor Tony Evers released his 2021-23 Executive Budget proposal (2021 Senate Bill 111) before a joint session of the Wisconsin State Legislature. County-related highlights of the Governor's two-year spending plan include:

- 0.5% sales tax option for counties, subject to voter referendum
- 2% increase in 2021 and 2% increase in 2022 in Shared Revenue
- 2% General Transportation Aids (GTA) increase in each year of the biennium
- \$75 million for reauthorization of the Multi Modal Supplement Program (MLS Program)
- 2.5% increase in General Transit Aids
- \$3 million for county GIS grants and \$7.5 million in second year of the biennium for county 911 grants
- **10-year renewal of the stewardship program**
- \$12.7 million for full funding of County Conservation Staffing and Cost Sharing Grants
- \$15 million in increased TAD funding
- \$10 million in increased funding for local health departments
- Significant investment in mental health crisis services, including emergency detention
- \$1.5 million for child welfare worker training
- \$11.8 million in additional funding for county child support agencies
- \$10 million increase in each calendar year for the Children and Family Aids appropriation
- Grant program for community based juvenile services
- Expansion of dementia care specialists statewide
- \$18.8 million increase in youth aids for elimination of the serious juvenile offender program
- \$10 million sum sufficient appropriation to counties for responsibility of 17-year old juvenile offenders.
- \$200 million broadband investment
- \$300,000 annual broadband grant to local governments

The following pages represent the Wisconsin Counties Association's (WCA) initial summary of the Governor's budget, separated by WCA issue area. As additional budget information is released, the document will be updated, and the most recent version will be available on the WCA website at www.wicounties.org.

If you have any questions about county-related items included in the budget summary, please contact the WCA Government Affairs Team.

AGRICULTURE, ENVIRONMENT AND LAND USE

Stewardship Reauthorization: The Governor's budget extends the Warren Knowles-Gaylord Nelson Stewardship 2000 Program until fiscal year 2031-32 at \$70 million per year. The proposal also provides \$700 million in bonding authority for the program.

Tipping Fee Exemption: The Governor's budget includes an exemption from tipping fees for up to 30% of tonnage received for Waste to Energy facilities in both Barron and La Crosse counties.

Grants for Local Organizations that Coordinate Grazing: The Governor's budget requires the Department of Trade Agriculture and Consumer Protection (DATCP) to promote the dairy industry by providing grants to local organizations that coordinate grazing.

PFAS: Provide \$1 million SEG in fiscal year 2021-22 for the collection and disposal of firefighting foam that contains PFAS.

Soil and Water Resource Management Bond Authority and Cost Share Grants: The Governor's budget provides \$7 million in bonding for grants to counties for implementation of land and water resource management plans, including cost-share grants to landowners through the Soil and Water Resource Management.

Snowmobile Trails: The Governor's budget provides \$200,000 SEG in each year for snowmobile trail mapping.

All-Terrain Vehicles and Utility Terrain Vehicles: The Governor's budget provides funding for all-terrain vehicle and utility terrain vehicle trail maintenance, trail development, and recreational projects by \$250,000 SEG in each year. The proposal also increases the funding for county and local all-terrain vehicle and utility terrain vehicle trail projects and support facilities by \$617,500 SEG in each year.

Deer Carcass Disposal: The Governor's budget provides \$1 million SEG in one-time funding in fiscal year 2021-22 to issue grants for the purchase of deer carcass disposal sites.

Dam Repair and Removal: The Governor's budget provides \$6 million in GPR-supported general obligation bonds for grants to be used for dam repair, reconstruction and removal projects. This is an increase of \$2 million from the 2019-21 proposal.

Climate Change Policy: The Governor's budget requires a comprehensive plan be developed by municipalities to address climate change, requires that local hazard mitigation plans include climate change, and requires communities throughout the state to include climate change in their community health improvement assessment and plans.

Concentrated Animal Feeding Operations (CAFO's): The Governor's budget increases the annual fee assessed to operators of a CAFO and establishes an application fee for new operators of a CAFO.

Sealants: The Governor's budget prohibits the sale and use of sealants that contain coal tar, coal tar pitch, coal tar volatiles, or high concentrations of polycyclic aromatic hydrocarbons.

County Conservation Staffing and Cost Sharing Grants: The Governor's budget provides a \$3,708,000 annual increase in grant funding to counties for county conservation staff to support land and water conservation activities. The annual base funding allocation for the program will increase from \$8.96 million annually in the 2019-21 biennium to \$12,668,000 million annually in both years of the 2021-23 biennium.

Climate Change: The Governor's budget provides \$1.8 million GPR in each year for grants to counties for additional county conservation staff to support climate change resiliency efforts.

Invasive Species: The Governor's budget provides \$961,400 for local cooperative invasive species management areas to support the control of terrestrial invasive species.

County Forest Acreage Share Payments: The Governor's budget increases the County Forest Acreage share payment from \$0.30 per acre to \$0.63 per acre as a "payment in lieu of taxes."

Pierce County Islands Wildlife Area Restoration: The Governor's budget provides one-time funding in the amount of 3,000,000 for the Pierce County Wildlife Area restoration project.

Private On-site Wastewater Treatment System Replacement or Rehabilitation Program (Wisconsin Fund): The Governor's budget eliminates the sunset date (June 30, 2021) for the Private On-Site Wastewater Treatment System Replacement or Rehabilitation Program. The proposal provides for \$840,000 in both years of the biennium. The program seeks to assist residence owners and small commercial establishments meeting certain income and eligibility criteria to repair or replace eligible failing private on-site wastewater treatment systems.

Targeted Runoff Management: The Governor's budget authorizes \$6.5 million in bonding for grants to counties for capital projects that implement land and water resource management plans under the Targeted Runoff Management program.

Clean Energy Projects: The Governor's budget requires the Public Service Commission to create a model ordinance for counties to establish a property assessed clean energy (PACE) financing program. The proposal also authorizes the Focus on Energy program to allocate funds to market PACE programs across the state. In addition, the proposal also authorizes regulated utilities to offer inclusive on-bill financing for energy efficiency improvements.

COUNTY ORGANIZATION AND PERSONNEL

Elections: The Governor's budget includes several provisions impacting Wisconsin elections.

- The budget includes GPR for the Wisconsin Elections Commission (WEC) to work with the Department of Transportation to begin automatic voter registration.
- Allow a municipal clerk the option to canvass absentee ballots on the day prior to the election after working with the WEC to ensure it will be conducted fairly and appropriately (aka Monday legislation).
- Expanding voting access by eliminating the restriction of how soon a person may complete an absentee ballot in person and further recommending that a person may complete an absentee ballot in person no later than 7:00 p.m. on the Friday preceding the election.
- Modify the scheduling of special elections to ensure they are scheduled with sufficient time to comply with federal requirements for sending ballots to military and overseas voters.
- Authorizing the WEC to reimburse counties and municipalities for certain costs incurred in the administration of special primaries and special elections.
- Modifying the WEC recount appropriation to allow local units of government and petitioners to be reimbursed in a timely manner.

Broadband: The Governor’s budget provides a \$200 million investment in broadband. The main focus of this investment is an increase in the funding for the Broadband Expansion Grant Program at the Public Service Commission (PSC). The Governor’s budget provides \$151.7 million over the biennium comprised of GPR with the exception of the statutory requirement of \$2 million annually from the state’s Universal Service Fund.

Further, the budget eliminates restrictions that certain municipalities defined as “underserved” or “unserved” to directly invest in broadband infrastructure and provide service to residents. These communities would apply directly for broadband grants from the PSC.

Finally, a Broadband Line Extension Grant Program would be created and funded at \$1.75 million GPR in FY22 and \$3.5 million in FY23. Line extensions are often seen as cost-prohibitive and service providers have no legal obligation to provide the service. This grant would provide financial assistance to the household, with a cap of \$4,000, to help subsidize the cost of connecting to the broadband infrastructure.

UW-Extension: The Governor’s budget includes \$2 million and 15 county-based agriculture positions for UW-Extension.

Equity Grants: The Governor’s budget creates three equity grant programs to provide funding for public, private, and nonprofit entities to advance equity initiatives. The Department of Administration, Department of Children and Families, and Department of Health Services will administer \$50 million GPR in equity grants.

Open Records Location Fee: The Governor’s budget increases the threshold that a governmental entity may charge an open records location fee from \$50 to \$100.

County Veterans Service Office: The Governor’s budget includes a 5 percent increase to grants for CVSOs across Wisconsin.

WPRA PRMonthly – February

And just like that the 2021-23 state budget process is officially underway!

On Tuesday, February 16, Governor Tony Evers gave his second biennial budget address and released his 2021-23 executive budget. All told, the governor proposes an operating budget of \$45.4 billion in fiscal year (FY) 2021-22 and \$45.6 billion in FY 2022-23. The complete budget, budget in brief, and other executive budget documents are available here.

Gov. Evers’ budget recommendations will be reviewed by the Legislature’s Joint Committee on Finance over the next few months. Based on past budgets, we expect the following to happen:

- The Legislative Fiscal Bureau will release a plain-language summary of the budget recommendations in about a month, that is, by the middle of March.
- The Joint Committee on Finance will then hold agency briefings and conduct public hearings on the budget recommendations.
- The co-chairs of the Joint Committee on Finance will work with the Legislative Fiscal Bureau to identify non-fiscal policy items and to slate them for removal from the budget bill, which should occur roughly by the middle of April.
- The Joint Committee on Finance will then begin to vote – agency by agency – on changes to the budget.
- In June, the full budget should be available for debate and passage by both houses of the Legislature.

WPRA’s focus leading up to the governor’s budget release was for increased funding under the Stewardship program and reauthorization. WPRA’s advocacy efforts were successful! The governor reauthorizes the Knowles-Nelson Stewardship Program for 10 years at \$70 million per year and provides \$700 million in bonding authority. The LUG subprogram is funded at \$18 million annual and the recreational boating fund at \$3 million annually.

Here’s the proposed subprogram breakdown:

TABLE 9: STEWARDSHIP ALLOCATION

In addition to recommending an increase and reauthorization for the Stewardship program, the governor’s budget bill proposes numerous changes to the Stewardship Program – here are some key ones to note (*as described in the bill’s summary provisions*):

Warren Knowles - Gaylord Nelson Stewardship Program		
	Annual Allotment	Annual Allotment
	(Years 1-4)	(Years 5-10)
Grant Program: Nonprofit Conservation Organizations	\$10 million	\$10 million
Grant Program: Local Units of Government	\$18 million	\$18 million
Grant Program: County Forests	\$5 million	\$5 million
Grant Program: Recreational Boating Fund	\$3 million	\$3 million
Grant Program: State Property Development	\$1 million	\$1 million
Ice Age Trail	\$1 million	\$1 million
Acquisition of BCPL Property	\$1 million	N/A
DNR Land Acquisition	\$9 million	\$9 million
Property Development	\$22 million	\$23 million
Total Annual Stewardship Funding	\$70 million	\$70 million

- Increases the project dollar threshold to \$500,000 from \$250,000 for Joint Finance Committee written approval.
- Eliminates the requirement that DNR obtain written approval for obligating stewardship moneys for any land acquisition located north of STH 64.
- Adds property development to the activities for which stewardship moneys may be obligated under the county forest grant program.
- Requires DNR to set aside \$1,000,000 in each fiscal year for grants to NCOs and friends groups for property development projects on DNR properties, with a limit of \$80,000 in grants per DNR property in each fiscal year
- Eliminates all-terrain vehicle (ATV), utility terrain vehicle (UTV), and snowmobile projects as one of the purposes under the property development and local assistance subprogram.
- Requires that if for fiscal years 2022-23, 2024-25, 2026-27, 2028-29, and 2030-31 DNR does not obligate the full amount it is authorized to obligate under the land acquisition, property development and local assistance, and recreational boating aids subprograms, DNR may obligate the unobligated amount in the next fiscal year for the purpose for which it was authorized.
 - Then, if for fiscal years 2023-24, 2025-26, 2027-28, 2029-30, and 2031-32 DNR does not obligate the full amount it is authorized to obligate under those subprograms, plus any unobligated amount from the prior fiscal year, DNR may obligate those unobligated amounts in any fiscal year through 2031-32, but only for property development of DNR lands or on conservation easements adjacent to DNR lands.
- Requires that if DNR does not obligate the full amount it is authorized to obligate for grants to NCOs for any of the fiscal years 2022-23, 2024-25, 2026-27, 2028-29, and 2030-31, it may obligate the unobligated amount in the next fiscal year but only for local assistance grants.
 - If any of that unobligated amount remains after that second year, DNR may obligate it in any fiscal year through 2031-32, but only for property development of DNR lands or on conservation easements adjacent to DNR lands.
- Eliminates a limitation under current law that prohibits more than one-third of the amount set aside for DNR's acquisition of land from being obligated to acquire land in fee simple.
- Eliminates a requirement under current law that DNR provide a written directory of all stewardship land that is open for public access.

The challenge now is for WPRA to work with our coalition partners to ensure the legislature approves the program reauthorization, and enhanced funding for LUG. In the meantime, the WPRA Public Policy Committee will be examining these proposed policy changes, strategizing for direct WPRA member legislative outreach, and building tools to demonstrate the value of LUG.

The WPRA PPC will also review other items in the proposed budget of potential interest.

Much more to come!

WPRA Tracking Report (Linked)