



MARATHON COUNTY FORESTRY/RECREATION COMMITTEE AGENDA

Date and Time of Meeting: Tuesday, January 7, 2020 at 12:30pm

Meeting Location: Conference Room #3, 212 River Drive, Wausau WI 54403

MEMBERS: Arnold Schlei (Chairman), Rick Seefeldt (Vice-Chairman), Jim Bove

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.*

Agenda Items:

1. Call to Order
2. Public Comment Period – Not to Exceed 15 Minutes
3. Approval of the Minutes of the Tuesday, December 3, 2019 Committee Meeting
4. Operational Functions Required by Statute, Ordinance or Resolution:
 - A. Discussion and Possible Action by Committee
 1. Request by IronBull to Use Nine Mile Snowmobile Trail for Red Granite Grinder Gravel Bike Race – Andrea Larson – Executive Director
 2. Timbersale Closeout – Twin Forest Products – Contract #679-19
 3. Request by Wausau School District for Use of Nine Mile for Cross Country Meet Oct. 17, 2020
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration
 1. Review of Proposed Policy Revisions to the Marathon County Forest Comprehensive Land Use Plan – Chapters 400-600
5. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee – None
6. Educational Presentations/Outcome Monitoring Reports
 - A. New Three Year Contract for Ragnar Trail Relay Race
 - B. Winter Recreational Program Update
7. Next Meeting Date, Time, Location: February 4, 2020, 12:30pm, Rm. 3, 212 River Dr., Wausau, WI 54403
 - A. Announcements/Requests/Correspondence
 - B. Future Agenda Items: Timbersale Closeout, Land Acquisitions
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: 848-9361 848-5887 715-387-4175
Daily Herald City Pages Marshfield News
Mid-west Radio Group – 848-3158
FAXED BY: Jodi Luebbe
FAX DATE/TIME: December 27, 2019 10:00 a.m.

NOTICE POSTED AT COURTHOUSE:

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

Members present: Arnold Schlei (c), James Bove, Rick Seefeldt

Also present: Tom Lovlien-Forest Administrator, Jamie Polley-Director, Chad Keranen-DNR Liaison, Brandon Stefanski-DNR Wildlife Biologist

Call meeting to order – Meeting called to order by Chairman Schlei at 12:30pm, Rm 3, 212 River Dr., Wausau.

Public Comment Period – None

Approve Minutes – **Motion** / second by Seefeldt / Bove to approve the minutes from the November 5, 2019 regular Forestry/Recreation Committee meeting. Motion **carried** by voice vote, no dissent.

Educational Presentations/Outcome Monitoring Reports

A. Wisconsin Counties Earn High Marks for Forest Management – Lovlien said that the article discusses the Forest Certification five year audit that recently took place on four county forests. The State holds the license and Marathon County is part of the group certification. The third party independent auditors didn't find anything that the counties could improve on. The auditors will be coming to Marathon County in August 2020. The field audit is interesting and could be a mini-tour for interested members next year.

B. Pixelle Specialty Solutions to Acquire Business from Verso – Lovlien said Pixelle Specialty Solutions bought a mill in Stevens Point which will be the largest specialty paper business in terms of annual production. Selling and purchasing of mills has been more common in the last ten years.

C. Final County Forest Fall 2019 Timber Bid Summary – Keranen gave a summary of the two fall bid openings and said the general theme is that prices are down. The sales sold for over the total advertised value and the County received \$575.96 per acre. Typically the spring bids and summer ground wood fetch far higher stumpage values than the fall bid openings with winter ground wood only. With the markets and storm damage it appears that few want winter sales. All of the sales sold except one and staff is hoping this sale will be sold direct or it may be re-appraised and re-advertised in the spring.

Operational Functions Required by Statute, Ordinance or Resolution

A. Discussion and Possible Action by Committee

1. 2020 Forestry/Recreation Tentative Meeting Schedule – Committee agreed to keep the meetings on the same schedule of the first Tuesdays of the month at 12:30pm.

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

1. Review and Consider Approving the 2020 County Forest Wildlife Work Plan – Brandon Stefanski, DNR Wildlife Biologist – The workplan had been previously distributed. Stefanski reported on accomplishments from 2019. He discussed 2020 plans including flowage maintenance, wild rice seeding, alder and invasive species management, forest opening maintenance and the Nickel-An-Acre budget.

2. Review and Consider approving the 2020 County Forest Work Plan – Resolution to Approve – Lovlien reviewed the work plan. He gave highlights on upcoming work including timber management, road and trail maintenance, conservation aids projects, administration, GIS work and professional development. He noted that this past year they have replaced more culverts than they typically do in three years because of all the rain, washouts and beaver problems. This work will continue in 2020. The priority in 2020 will be to continue to work on and finalize the 15-Year County Forest Comprehensive Land Use plan. **Motion** / second by Schlei / Bove to approve the 2020 County Forest Wildlife Work Plan and the 2020 Annual County Forest Work Plan and forward them along with the resolution to the Environmental Resource Committee. Motion **carried** by voice vote, no dissent.

3. Resolution: Application for County Forest Acreage Payment – Lovlien explained that this interest free loan is based upon the number of County forest acres at 50 cents for the purchase, development, preservation and maintenance. The loan is paid back through a 20% severance tax on timber. **Motion** / second by Bove / Seefeldt to approve the application for County Forest Acreage Share Loan Payment Resolution and forward it to the Environmental Resource Committee. Motion **carried** by voice vote, no dissent.

Next Meeting Date & Time, Location – January 7, 2020 at 12:30pm, 212 River Dr., Rm. 3

A. Announcements/Requests/Correspondence – Lovlien announced that the policy is not to officially open the Nine Mile Chalet and ski and snowshoe trails until the last gun deer season is over which is December 16th this year. A compromise was made with the user groups to groom at night and turn the lights on for night skiing as a courtesy to the Ski Club. There has not been enough snow to open Nine Mile earlier than December 15th since 2007. Staff is reminding the user groups of the 2008 adopted Forestry/Recreation policy and asking the skiing community not to ski during daylight hours as a courtesy to the hunting community.

B. Future Agenda Items – Review of Proposed Policy Revisions to the Marathon County Forest Comprehensive Land Use Plan Chapters 400-600, Request by IronBull to Use Nine Mile Trail System for Red Granite Grinder Gravel Bike Race, Timbersale Closeouts, Land Acquisitions.

Adjourn – **Motion** / second by Bove / Seefeldt to adjourn at 1:15 pm. Motion **carried** by voice vote, no dissent.

CLOSE OUT TIMBER SALES

January 7, 2020

Sale 679-19

TWIN FOREST PRODUCTS LLC

	Estimated	Cut	
Aspen Pulp	140 Tons	140.84 Tons	Aspen Pulp
Mixed Conifer	40 Tons	86.75 Tons	Mixed Conifer
Mixed Hardwood Pulp	60 Tons	288.12 Tons	Mixed Hardwood Pulp
Oak Pulp	1250 Tons	1773.44 Tons	Oak Pulp
	1490 Tons	2289.15 Total Tons Cut	
Red Oak Sawlogs	70 MBF	83.11 MBF	Red Oak Sawlogs
	70 MBF	83.11 Total MBF Cut	

Total Revenue for Sale: **\$66,014.73**

Balance: \$0.00

Bond Amount: \$12,373.40

Bond Type: Letter of Credit

Recommendation: **Close out sale and return Letter of Credit**

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

TABLE OF CONTENTS

CHAPTER 400

FOREST OWNERSHIP

<u>Section</u>	<u>Subject</u>	<u>Page</u>
400	OBJECTIVE.....	2
405	COUNTY FOREST OWNERSHIP	2
410	LAND OWNERSHIP GOALS.....	2
415	COUNTY FOREST BLOCKING	2
420	PRIVATE INHOLDINGS	3
425	ACQUISITION OF LAND WITHIN THE COUNTY FOREST BLOCKING BOUNDARY	3
430	ACQUISITION OF LAND OUTSIDE THE COUNTY FOREST BLOCKING BOUNDARY.....	4
435	ACQUISITION OF LAND RIGHTS.....	4
440	METHODS OF AUTHORIZATION OF ACQUISITION OF LAND TITLE OR RIGHTS	5
445	FINANCING.....	5
450	ENTRY OF LANDS	6
	450.1 TIME OF ENTRY	6
455	WITHDRAWAL OF LANDS FROM COUNTY FOREST LAW.....	6
	455.1 WITHDRAWAL PROCEDURE.....	7
460	LAND SURVEYING	7
	460.1 LEGAL SURVEYING	8
	460.2 LOCATION OF LINES BY OTHER THAN LEGAL SURVEY	8
	460.3 PRESERVATION OF LANDMARKS, MONUMENTS AND CORNER POSTS.....	8
465	PROPERTY RIGHTS CONVEYANCES.....	9
	465.1 TERMS OF PROPERTY RIGHTS CONVEYANCES	10
	465.2 PROCEDURES FOR PROPERTY RIGHTS CONVEYANCES	11
470	TAX DEED LAND.....	11

400 OBJECTIVE

The purpose of Chapter 400 is to identify policy and procedures relating to:

1. The acquisition of land to be enrolled in County Forest pursuant to s. 28.11(4)(b), Wis. Stats. or other lands possessing special or unique values areas that are not suited primarily for timber production to be entered under s. 28.11(4)(c), Wis. Stats., special use classification.
2. The acquisition of lands throughout the county for the purpose of future trading for priority parcels to be enrolled in County Forest pursuant to s. 28.11(4)(b), Wis. Stats.
3. The acquisition of land interests such as conservation easements, first right of refusal, or other land rights of the benefit to county forests.
4. Location, identification, and protection of county forest ownership boundaries.

405 COUNTY FOREST OWNERSHIP

The majority of the County Forest lands throughout the State were previously in private ownership and came under public ownership in a substantially degraded condition, by way of real estate tax delinquency and subsequent tax deed to Counties. Continued attempts to sell much of the degraded tax deeded lands were unsuccessful. In response to the lack of demand from private owners, counties worked in cooperation with State and Federal Agencies to restore these lands into productive forests and recreational assets. (“The County Forests of Wisconsin”, WI Conservation Dept., 1938)

Over time, counties have realized benefits from continuing to retain select tax deeded land, acquiring select land from willing sellers by purchase, trade, or gift, and the continual protection of county forest ownership boundaries.

410 LAND OWNERSHIP GOALS

It is the goal of Marathon County to acquire land from willing landowners for fair prices established pursuant to Uniform Standards of Professional Appraisal Practices or other method approved by the County. See section 425 for criteria on how to achieve these goals.

415 COUNTY FOREST BLOCKING

Since the beginning of the County Forest Program in the State of Wisconsin, counties established boundaries for the purpose of distinguishing between lands that were best suited for forestry and lands best suited for agricultural production. This boundary became referred to as a “Blocking Boundary” and provided public information, assisted long-term planning, and guided

management decisions.

In the early stages of the development of County Forests, counties commonly traded tax deed parcels that were located outside of the Blocking Boundary for the remaining privately-owned parcels within the Blocking Boundary. A primary purpose for these trades was to promote agricultural economic development by assisting farmers with obtaining the most productive agricultural lands available in a given County.

Blocking Boundaries are dynamic and should be evaluated on a routine basis to evaluate adequacy relative to the current priorities. Forestry staff will notify the Committee as parcels become available within the Blocking Boundary.

County Forest Blocking Boundaries are established by Committee and by subsequent approval of the Marathon County Board. A map of the official boundaries is found in the Appendix.

420 PRIVATE INHOLDINGS

Marathon County recognizes that extensive private landholdings lie within the forest boundaries. The County will respect the rights of the private landowners who are its neighbors. The County may approach private landowners with proposals for land purchases or trades, but will not coerce landowners to sell or trade. Marathon County will not attempt to pursue properties through condemnation to add lands for the County Forest.

Marathon County may wish to list priority properties to be pursued as they become available.

425 ACQUISITION OF LAND WITHIN THE COUNTY FOREST BLOCKING BOUNDARY

The land within the blocking boundary primarily includes private land. It is not the deliberate intent of Marathon County to acquire all lands within the blocking boundary.

Determination of a parcel's value to the County and the State of Wisconsin shall be made by the Committee in consultation with the County Forest Administrator.

Certain lands are considered to be of higher priority for acquisition due to:

1. Lands that improve management efficiencies such as reducing the length of private/public boundaries or improve access to existing county forest.
2. Lands that will increase the counties inventory of productive timberland and provide a consistent source of raw material to the forest products industry.
3. Lands that conserve surface and groundwater, maintain undeveloped shoreline, and increase public access to water features.
4. Lands that are threatened by private development or fragmentation that may result in a long-term negative impact on adjacent public lands.
5. Lands that are threatened by private development or fragmentation that may result in a long-term net negative impact to local and county governments.
6. Lands that will provide for priority trail connections and expansions or reduce or eliminate existing user conflicts.
7. Lands that contain threatened or endangered plant, animals, or communities; or other natural features considered to be of high conservation value.
8. Lands that, when acquired by the county, will not result in an unreasonable negative impact to local tax collections as determined by the Committee in consultation with the affected Towns.

430 ACQUISITION OF LAND OUTSIDE THE COUNTY FOREST BLOCKING BOUNDARY

Counties may consider acquisition of lands outside the blocking boundary in instances where:

1. Land becomes available to the County which possess values consistent with the priority criteria listed above and is eligible to be enrolled as County Forest Special Use under s. 28.11(4)(c) Wis. Stats.
2. Land becomes available to the County that, if acquired by the County, will facilitate a fair trade or other transaction resulting in county ownership of land within the county forest blocking boundary.

435 ACQUISITION OF LAND RIGHTS

In addition to acquiring fee simple land ownership, Counties may find it advantageous to acquire other interests in private or public lands within the blocking boundary such as:

1. Conservation easements for such purposes as:
 - a. Limiting residential density.
 - b. Managing runoff that affects county land.
 - c. Achieving greater silvicultural consistency, pest management, invasive species

control, research, or other on adjacent private lands.

2. First right of refusal.
3. Flowage easements.
4. Ingress and egress easements for county management purposes.

440 METHODS AND AUTHORIZATION FOR ACQUISITION LAND TITLE OR RIGHTS

Acquisition may be by outright purchase or trade based on competent appraisal of the value or values involved, or by gift, bequest or action to foreclose tax liens. The County Forest Administrator will be the agent of the Committee in making first contact with potential sellers and in carrying on acquisition activities.

In the event that the County Forest Administrator determines that a land or land rights acquisition is in the best interest of the County, in consideration of the factors described above, the County Forest Administrator shall present a recommendation to the Committee. Upon approval of the Committee, an authorizing resolution shall be forwarded for consideration by the Environmental Resource, Human Resources, Finance and Property Committees and County Board.

County Board authorization is required for execution of any legal instruments that bind the county to acquiring title or other land rights. In the event that any legal documents are signed by an agent(s) of the county, prior to County Board authorization, said legal documents must include an explicit contingency requiring County Board approval.

445 FINANCING

County Forest Administrators shall propose financing options as part of any recommendations to acquire and shall be forwarded to the Committee. Typical funding sources include:

1. Fund balance that has resulted from previous county forest withdrawal proceedings.
2. Funds that have accumulated within the County Forest Segregated Land Purchase Account.
3. Funds appropriated through the County's capital improvement program.
4. Funds appropriated in the State and Forestry Account under land.
5. Funds appropriated in the County Forest Budget under land.
6. Grants and Loans, including:
 - a. Loans
 - i. County Forest Project Loans (s. 28.11(8)(b)(2)), Wis. Stats)
 - ii. Variable Acreage Share Loans (s. 28.11(8)(b)(1)), Wis. Stats)

- iii. Board of Commissioners of Public Lands State Trust Fund Loan Program
(s. 24.61(3)(a)(2)., Wis. Stats.)
- b. Grants
 - i. Warren Knowles-Gaylord Nelson Stewardship Program (s. 23.0953, Wis. Stats.)
 - ii. County Forest Stewardship Subprogram (s. 23.0953, Wis. Stats.)
 - iii. Acquisition and Development of Local Parks Subprogram (s. 23.09(20), Wis. Stats.)
 - iv. Lake Protection (s. 281.68 Wis. Stats.)
 - v. River Protection (s. 281.70 Wis. Stats.)
 - vi. Sustainable Forestry (s. 28.11(5r), Wis. Stats.)
 - vii. County Forest Wildlife Habitat (s. 20.370(5)(as)), Wis. Stats.
 - viii. County Forest Fish and Game Projects (s. 23.09(12), Wis. Stats.)
 - ix. ATV/UTV Trail Aids (s. 23.33(9), Wis. Stats.)
 - x. Snowmobile Trail Aids (s. 23.09(26), Wis. Stats.)
 - xi. Federal Funding (s.20.370(5)(cy), Wis. Stats.)
 - xii. Any Other Grants That Are Made Available For Land Acquisition.

450 ENTRY OF LANDS

Lands to be entered under the regular classification of the County Forest Law must be suitable for forestry purposes and be within the County Forest blocking boundary. Lands designated for classification as County Forest Special Use need not be contained within the county forest blocking boundary nor suitable primarily for timber but they must be suitable for scenic, outdoor recreation, public hunting and fishing, water conservation or other multiple-use purposes.

450.1 TIME OF ENTRY

Application for entry of newly acquired lands under the County Forest Law will be made as soon as possible. Applications for entry will be prepared with the assistance of the DNR. The County Forest Administrator will secure the signatures of the proper county officials and transmit the application to DNR's County Forest Specialist.

455 WITHDRAWAL OF LANDS FROM COUNTY FOREST LAW

Lands within the County Forest blocking boundary will not normally be considered for withdrawal from the County Forest Law. Applications for the purchase of these lands by the private sector will be discouraged by the committee, unless a greater public benefit can be demonstrated. If, in the opinion of the committee and county board, the land will be put to better and higher use and will

benefit people of the county and State to a greater extent by being withdrawn from the County Forest Law program, the County should follow the withdrawal procedure as outlined by the Public Lands Handbook. The legal means by which counties may apply for withdrawal of lands from County Forest status is provided by s. 28.11, Wis. Stats. Initially the County Forest Administrator notifies the DNR Liaison Forester of the County Forestry/Recreation Committee meeting at which the proposed withdrawal will be considered. At that meeting DNR personnel and the County will discuss the proposed withdrawal and, if approved by the County Forestry/Recreation Committee, the withdrawal will be recommended by the Committee by resolution to the County Board. If approved by the Board by the necessary 2/3 majority, the application is prepared by the County and submitted to the appropriate DNR designee. The DNR may ask for additional information from the County and will then coordinate the public notice. Pending the results of any investigatory hearings deemed advisable, the DNR will act on the withdrawal application. If the application is denied, the County may appeal as provided in s. 28.11(11)(a)4., Wis. Stats.

455.1 WITHDRAWAL PROCEDURE

The purpose of this section is to provide general information in formulating and processing applications for withdrawal of County Forest lands under s.28.11(11) Wis. Stats. and ch. NR 48, Wis. Adm. Code. The legal means by which counties may apply for withdrawal of lands from county forests is provided by s.28.11(11)(a) Wis. Stats. This section states in part: “The County Board shall first refer the resolution to the county forestry committee which shall consult with an authorized representative of the department in formulating its withdrawal proposal.” Section. 28.11(11)(a) Wis.Stats. also states: “The county board shall not take final action thereon until 90 days after such referral or until the report thereon of the forest committee has filed with the board.”

Consequently, if the county board takes final action on a withdrawal application without referring it to the County Forestry Committee, the application is not valid. On the other hand, if the County Forestry Committee does not report to the county board within 90 days after receipt of the referral, the Board may act upon the application without a Committee recommendation.

460 LAND SURVEYING

The importance of survey corner monumentation is recognized in the interest of avoiding the problems of trespass both by and against the County, facilitating the settlement of those cases which would occur, and aiding in the proper transfer of property.

460.1 LEGAL SURVEYING

Of prime importance are the forest boundaries and property lines in common with other owners. All such surveying shall be under the supervision of a registered surveyor. When the office of the county surveyor is not staffed, the committee will comply with the provisions of Chapter 59, Wisconsin Statutes by hiring registered surveyors to perform the necessary running of property lines. Section corners, one-quarter corners and forty corners (1/16 corners) will be reestablished where needed and Certified Land Corner Restoration forms filled out in duplicate as time permits, under the direction of registered land surveyor.

460.2 LOCATION OF LINES BY OTHER THAN LEGAL SURVEY

Forestry personnel who are not registered surveyors may, with all possible prudence, establish lines for forest management purposes including those necessary for ordinary management activities such as timber sales and road / trail locations using available equipment including, but not limited to, Global Positioning Systems (GPS), air photos, quadrangles, county surveyor's records and known corners. In the absence of known corners, lines abutting other ownership may be established by mutual agreement to avert trespass claims. At a minimum, the County will notify the adjoining landowner(s) of the management boundary in writing. This documentation will be retained in the timber sale file.

460.3 PRESERVATION OF LANDMARKS, MONUMENTS, AND CORNER POSTS

Section 59.74, Wis. Stats., provides:

1. Penalties for destruction of landmarks, monuments and corner posts established by government survey, the county surveyor or a surveyor or public record.
2. A procedure for notification of intent to destroy such surveying evidence and referencing prior to destruction.
3. The assignment of enforcement responsibility to the Department of Natural Resources, District Attorneys, and professional land surveyors.

All personnel with land management responsibilities are directed to:

1. Make a reasonable search for the above-mentioned surveying evidence prior to implementing any soil moving or cover type manipulation projects, including timber sales, that could result in covering, destruction or removal of such evidence.
2. In the event such evidence is found:
 - a. If practical, redesign the project so that the evidence will not be disturbed or

- b. If destruction is unavoidable, (s. 59.74(2)(b), Wis. Stats.) notify the County surveyor at least 30 days prior to destruction giving the legal description of the monument and the reason for destruction or other obliteration. The notice shall include a description of the landmark, monument of survey, or corner post and the reason for removing or covering it.
- 3. If reasonable search fails to uncover survey evidence in the suspected vicinity, conduct an additional search if he / she sees fit.
- 4. In order to further reduce the possibility of inadvertent destruction of invaluable survey evidence:
 - a. Each forester with county forest responsibilities should discuss with county administrators the need for including adequate protective clauses in easements, rights-of-way, timber sale contracts, and other agreements that might result in destruction of monuments.
 - b. Personnel advising landowners regarding forestry or other land management practices should alert such owners to possible monument destruction that may be caused by them.
 - c. Any instances of potential or accomplished obliteration of survey monumentation discovered in the course of field operations should be brought to the County surveyor's attention.

465 PROPERTY RIGHTS CONVEYANCES

The instrument used for property right conveyance shall be the one which relinquishes the least amount of County control over public land. All property right conveyances will be made on a case by case basis. Examples are listed below:

- 1. Easements: An easement is a permanent right that entitles the easement owner to use of the land of another for a special purpose not inconsistent with the general property rights of the owner. Easements run with the land and do not expire. They may be appropriate for public utilities, such as gas, electric and communication uses, and public road rights-of-way.

Easements shall not be used for access to private lands unless there is exceptional advantage to the County Forest, and unless the easement further promotes the purposes of the County Forest program. The committee may consider easement requests on a case by case basis. The County Forest Administrator will consult with DNR's County Forest Specialist on these cases.

- 2. Lease: A lease is a written document which grants use of real property and/or improvements to another party for a specified period of time, for monetary or other consideration. Specific

County Forest Law provisions regarding leases can be found in ss. 28.11(3)(i) and (j), Wis. Stats. Leases on County Forest lands shall be negotiated for the shortest possible period of time and in no case shall they exceed ninety-nine years.

3. Permit: A permit is a written document conferring a right, power or privilege to do a particular act or series of acts on land of another without possessing any interest therein. A permit can be revoked with cause and cannot be assigned to other parties. A permit, unlike an easement, does not imply an interest in the land and is not transferred with the land. Permits issued on County Forest lands shall be issued for the shortest possible period of time and in no case shall they exceed ninety-nine years.
4. Permits shall be the preferred property rights conveyance for private driveways and most other activities dealing with the private individuals using County Forest lands. Driveway permits expire when the land changes ownership. A prospective new property owner may receive a driveway permit in advance of completing a property purchase. Advance permits will not become effective until the new property purchase is recorded by the Register of Deeds office. The County will retain the right to revoke a driveway permit with cause. "Cause" can include, but is not limited to, violation of permit terms, misuse of County land, damage to County property, and noncompliance with County ordinances.
5. Agreement: An agreement is a written document executed by two or more persons or entities expressing a mutual and common purpose. An agreement details the responsibilities, obligations, conditions, liabilities, etc. of all parties concerned and would be an appropriate instrument for dealing with activities such as public school forests, flowages, gravel crushing operations, and concessions. Agreements shall be effective for the shortest possible time.

465.1 TERMS OF PROPERTY RIGHTS CONVEYANCES

Any agreement, license, permit, lease or easement must contain at least the following information, requirements and terms. More restrictions may be added as needed to protect the interests of the public.

1. Location by legal description.
2. Permitted uses under the conveyance.
3. Fee for the use of the land.
4. Expiration date.
5. Right of the County to cancel or suspend the conveyed rights with cause.
6. Requirement for restitution to original condition upon expiration or cancellation of the conveyance.

465.2 PROCEDURES FOR PROPERTY RIGHTS CONVEYANCE

Proposals to use County Forest lands for private purposes without purchasing the land may be approved depending on the nature of the proposal and its consistency with the purpose of the forest.

The following steps are required to consider property rights conveyance to a second party:

1. All proposals must be filed with the Parks, Recreation and Forestry Department on the appropriate form with the required processing fee and supportive documentation. Municipalities, other units of government, and public utilities may be exempted from the processing fee by the Forestry/Recreation Committee.
2. If the proposal can be addressed through a permit or agreement as defined in Chapter 500, then a report shall be presented at a regular meeting of the Forestry/Recreation Committee. The Committee shall consult with the DNR Liaison on the matter. The Committee may then approve, deny, or modify the proposal.

470 TAX DEED LAND

Occasionally tax delinquent lands revert to the County. The lands may lie within the County Forest boundaries and may be added to the County Forest lands. The following procedure shall be observed:

1. The County Clerk on behalf of the Human Resources, Finance and Property Committee notifies the Forest Administrator who examines the property and determines if it should be added to the County Forest.
2. The Forest Administrator advises the Forestry/Recreation Committee, which considers the proposal and decides whether or not to add the land to the County Forest. The Forest Administrator advises the County Clerk of the Forestry/Recreation Committee decision.
3. If the proposal for addition is approved, the Forestry/Recreation Committee shall apply to the Wisconsin Department of Natural Resources to enter the land under County Forest Law.

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

TABLE OF CONTENTS

CHAPTER 500

LAND MANAGEMENT AND USE

<u>Section</u>	<u>Subject</u>	<u>Page</u>
500	LAND USE	3
500.1	OBJECTIVES	3
505	TIMBER SALES	3
505.1	FIELD PREPARATION OF TIMBER SALES	3
505.2	ADVERTISING FOR BIDS.....	3
505.3	PROSPECTUS.....	4
505.4	METHOD OF BILLING	4
505.5	AWARDING SALES	4
505.6	SALE CONTRACTS.....	5
505.7	TIMBER SALE PERFORMANCE BOND.....	5
505.8	CONTRACT PROVISIONS	5
505.8.1	Contract Number and Contract Name	6
505.8.2	Contract Parties	6
505.8.3	Durations and Extension of Contracts	6
505.8.4	Termination of Contract by Seller	7
505.8.5	Performance Bond, Contract Violations, Damages, and Future Contracts ..	7
505.8.6	Title to Timber.....	8
505.8.7	Payment Schedule	9
505.8.7.1	Removal Without Payment.....	9
505.8.8	Training Requirement.....	9
505.8.9	BMPs, Roads, Landings, Mill Sites, Campsites and Erosion Control.....	9
505.8.10	Soil Disturbance and Rutting.....	11
505.8.11	Liability and Worker’s Compensation Insurance	12
505.8.12	Scaling and Conversion Factors	12
505.8.13	Forest Certification.....	13
505.8.14	Other Contract Conditions for Consideration.....	13
505.8.15	Attachments to Contract	17

505.9	TIMBER SALE RESTRICTIONS	17
505.10	TIMBER SALE ROADS	17
505.11	SUPERVISING SALES	17
505.12	FOREST PRODUCTS ACCOUNTABILITY	18
505.12.1	Scaling Merchantability	18
505.12.2	Utilization of Standards	18
505.12.3	Methods of Accountability	18
505.13	SPECIAL FOREST PRODUCTS PERMITS	19
510	TIMBER THEFT	19
510.1	TIMBER THEFT INVESTIGATION	19
515	ENCROACHMENTS (ADVERSE POSSESSION)	20
520	SPECIAL USES	21
520.1	SAND AND GRAVEL	21
520.2	EXPLORATION, PROSPECTING AND MINING	22
520.3	SANITARY LANDFILLS	23
520.4	MILITARY MANEUVERS	23
520.5	PUBLIC UTILITIES	23
520.6	ACCESS TO PRIVATE LAND	24
520.6.1	Temporary Access	24
520.6.2	Access Agreements	24
520.6.3	Prescriptive Easements	25
520.6.4	Other Types of Access	25
520.7	PRIVATE UTILITY SERVICE LINES	26
520.8	CELLULAR COMMUNICATION TOWERS	26
520.9	OTHER	27
525	TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS	27

500 LAND USE

500.1 OBJECTIVES

1. To identify policies and procedures employed to effectively manage, utilize and sustain the resources of the County Forest.
2. To identify regulated management activities, land uses and special resource areas.
3. To layout proper permits needed for certain activities on the County Forest.

505 TIMBER SALES

Regulated cutting of timber is essential to the goals and objectives of this plan. Timber harvesting will be conducted to achieve a sustainable harvest level. Harvest areas will be distributed in the forest to accommodate such needs as biodiversity, wildlife, aesthetics, watershed protection and other biological needs. WisFIRS will be used for planning all timber harvests activities on the County Forest. All sales will be established, administered and reported in accordance with the DNR Timber Sale Handbook (2461). All sales on the forest are to be advertised for public bidding, with the exception of small sales with an estimated value of \$3000 or less or sales that would qualify under a salvage provision (s. 28.11(6)(c), Wis. Stats.). These sales may be sold direct without advertising.

505.1 FIELD PREPARATION OF TIMBER SALES

The County and the DNR will cooperate to locate, designate and prepare harvest areas for sale. The Forest administrator and DNR liaison forester shall jointly be responsible to see that the field work on sales is accomplished. Administrator and Liaison will also jointly be responsible for ensuring that all proper documentation for each timber sale is properly filled out and routed for signatures.

505.2 ADVERTISING FOR BIDS

After field work is completed and necessary reports receive DNR approval, the administrator shall prepare a sale prospectus and make it available to interested loggers. Under s. 28.11(6)(b) Wis. Stats, timber sale advertisements will be by classified ad in a newspaper having general circulation in the county (i.e. Wausau Daily Herald) and will appear a minimum of 14 calendar days before opening bids. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in early spring and fall, or as needed.

505.3 PROSPECTUS

The following information will be made available to prospective bidders:

1. Timber sale description summary.
2. Invitation for bids.
3. Maps of sale areas with species, volumes, and harvest specifications.
4. Contract provisions.
5. Procedures for bidding.
6. Bid forms and Statement of Qualifications.
7. Timber sales bond and advance stumpage schedule.

505.4 METHOD OF BIDDING

Bids will be publicly read at the location and time advertised. A sealed envelope showing the tract number and marked "sealed bid" will be submitted on forms provided by the County for each tract. Bids will contain:

1. Tract number.
2. The bid price per ton or per thousand board feet for each species offered and the total for each species bid. The total value of the bid will be indicated.
3. A bidder's name, address, phone, and signature.
4. A bidder's statement of qualifications.
5. A minimum of 10 percent of the bid value of each tract must accompany the bid as a bid bond payable to the County. It must be in the form of a bid bond, personal or business check, cashier's check, letter of credit or money order.

505.5 AWARDING SALES

1. The Committee will award the sale contracts at a meeting of the Committee. The high bidder is normally awarded the sale contract; however, the committee reserves the right to reject any or all bids and accept the bid offer most advantageous to the county. Grounds for rejecting bids may include without limit:
 - a. Non-compliance with County Forest contract requirements.
 - b. Delinquent financial obligations.
 - c. Unsatisfactory past performances.
 - d. Inability to demonstrate financial or professional capability. Evaluation criteria

on timber sales will be price and documented ability to satisfactorily complete the contract. Factors to be assessed may include proposed equipment and operation, references, proof of financial stability, past performance and documented training completed. The award of contract to the successful bidder shall be based upon the bid determined most advantageous to the County.

2. Tie bids may be settled by toss of a coin if both parties are agreeable; otherwise the bids on that tract will be rejected and the sale re-advertised.
3. Sales remaining unsold after being advertised for two bid openings may be sold direct at not less than the appraised value even though their estimated value exceeds \$3,000. (See DNR Timber Sale Handbook).

505.6 SALE CONTRACTS

1. Contracts will be prepared with copies provided to the Purchaser and the DNR and the original filed in the Forest Administrator's office.
2. Contracts are to be signed by the successful bidder within 15 working days' of the contract award, with payment being made according to the County timber sale bond and advance stumpage payment schedule. Failure to sign the contract within 15 working days will be cause for the forfeiture of the bid bond.

505.7 TIMBER SALE PERFORMANCE BOND

1. Performance bonds will be not less than 25 percent of the total bid value for each contract.
2. Surety bonds or an irrevocable letter of credit issued by a bank which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation may be used in lieu of cash as a performance bond on sales. The letter of credit or surety bond must be in effect for a period of time equal to the term of the contract, plus at least 60 days to allow for possible extension(s) and for closeout of the contract after cutting is completed.
3. The bid bond may be transferred to the performance bond.

505.8 CONTRACT PROVISIONS

All timber sale contracts will be on the form approved by the committee and all provisions therein shall apply. A copy of the timber sale map will be attached and become a part of the contract.

The following items are essential contract provisions that should be covered in each contract.

505.8.1 Contract Number and Contract Name

Every contract shall have a unique numerical number and depending on county policies/procedures shall have a unique name.

505.8.2 Contract Parties

Contracts must have Name, Address, and other contact information of the Purchaser.

505.8.3 Duration and Extension of Contracts

1. Contracts will be issued for not less than six months or more than three years, unless otherwise stated. Contracts will be dated to expire on June 30 or December 31. Exceptions may be made in cases of extenuating circumstances.
2. Extensions may be granted if deemed in the best interest of the County. The Marathon County policy on timber sale extensions and renewals is located in the contract in the appendix.
3. 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 Committee only in the event of special justification. Special stumpage rate adjustments may be made.
4. If purchasers do not wish to have contracts renewed or extended or if a contract renewal or extension is not approved by the Committee, the Forestry Division may readvertise the sale for two separate bid openings or until the sale is resold, whichever occurs first. If the sale is resold, the original Purchaser will:
 - Pay 10% of the original sale price (same amount as the original bid bond) as an administrative fee for the costs of readvertising and reestablishing the sale.
 - 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.If the sale is not resold after two separate bid openings, the Purchaser is liable for liquidated damages including the total performance bond.
5. The Purchaser may request a contract release due to severe physical or financial disability. The Committee will determine whether or not a release will be granted

and may withhold all or a portion of the performance bond for damages.

505.8.4 Termination of Contract by Seller

Contracts have a termination clause. This is a protection to the county for breach of contract by the purchaser. (See attached timber sale contract in the appendix).

505.8.5 Performance Bond, Contract Violations, Damages, and Future Contracts

Performance Bond

1. Performance bonds will be not less than 25 percent of the total bid value for each contract.
2. Surety bonds or an Irrevocable Letter of Credit issued by a bank which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation may be used in lieu of cash as a performance bond on sales.
3. The bid bond may be transferred to the performance bond.

Contract Violations

Field enforcement of timber sale contracts will be the responsibility of the Forest Administrator employing the following procedure:

1. The Forest Administrator or designee will attempt to resolve inadvertent or minor violations by verbal contact with the Purchaser.
2. The Forest Administrator designee may immediately suspend logging operations when a serious violation or emergency situation arises. The suspension will be followed by written notice to the Purchaser stating the nature of the violation and informing them of Committee action taken or pending.
3. Suspension of operation will remain in effect until receipt of written notice from the County.
4. The Committee, in consultation with legal counsel, may consider, but is not limited to, the following remedies:
 - a. Charge double stumpage.
 - b. Assess damages.
 - c. Suspend contracts.
 - d. Retain all deposits.

- e. Foreclose on cut products on sale.
- f. Refer to District Attorney for prosecution.
- g. Refer to Corporation Counsel for civil action.

Damages If damages exceed the performance bond amount the bond may be used. Examples of damages include:

1. Undesignated timber removed.
2. Removal of timber without payment.
3. Damage to residual timber, roads or other infrastructure.
4. Restoration of sale area.
5. Costs associated with resale of uncut timber.
6. Other costs as determined by the Forestry/Recreation Committee.

Future Contracts

Failure of the Purchaser to comply with timber contract provisions, laws, ordinances, or regulations may result in cancellation of all timber contracts with the County. All deposits may be retained and forest products on sale areas may be seized and sold by the County. The Purchaser may be banned from future purchase of County timber sales for a period of two years or until the Purchaser can demonstrate and provide documentation of satisfactory contract compliance from other ownerships (State, industrial, private, County). The Purchaser may also be required to pay a higher performance bond, up to 100 percent bond.

505.8.6 Title to Timber

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.

505.8.7 Payment Schedule

All contracts will have a payment schedule that will layout the responsibilities of the seller and purchaser for payments under this contract. This schedule will vary based on sale type (lump sum or scaled sale).

505.8.7.1 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.

505.8.8 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.

505.8.9 BMPs, Roads, Landings, Mill Sites, Campsites and Erosion Control

1. 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.
2. 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.
3. 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. 4.

4. 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.
5. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc): NONE
6. Erosion control and Best Management Practices (BMPs) requirements:
 - a. 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.
 - b. 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>.
 - c. 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 of not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://council.wisconsinforestry.org/biomass/>
 - d. Other: None.

505.8.10 Soil Disturbance and Rutting

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

Table – <u>Thresholds for Soil Disturbances</u>	
<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 above). The lower threshold will be communicated to the Purchaser during the pre-logging meeting and documented on the pre-logging form.

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

505.8.11 Liability and Workers Compensation Insurance

All contracts require proof of insurance. The proof of insurance shall be kept in the sale folder and must cover the entire operation period of the contract.

505.8.12 Scaling and Conversion Factors

1. 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.
2. 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.
3. Pulpwood - All pulpwood must be piled for scaling. Piles must be level and square with at least five cords or 20 tons per pile.
4. Conversion Factors - Conversion of MBF (thousand board feet) to cords or cords hardwoods.
5. 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.
6. 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.

505.8.13 Forest Certification

Timber sales are certified to the standards of the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100%. Forest products from sales 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. Certification language will appear on all invoices, scale sheets and scale tickets.

505.8.14 Other Contract Conditions for Consideration

1. 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.
2. Stump heights/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 the owner’s and may not be utilized by the Purchaser, or at the Purchaser’s discretion, unless otherwise specified in this contract.
3. Zone/Unit 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.
4. Slash requirements – 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
5. 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 s. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
 - f. Other: None
6. Survey monument restriction – 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.

7. 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.
8. 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.
9. Assignment (sub-contracting) – 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.)
10. Right of inspection by seller – 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. Other conditions: A copy of the contract can be found in the appendix.

Operating specifications and a map outlining the boundaries of the sale area are attachments and made part of timber sale contracts.

505.9 TIMBER SALE RESTRICTIONS

1. To minimize resource damage, the types of logging equipment, methods, and times of operation used on sale areas may be restricted by the County.
2. Special restrictions may be required in accordance with County aesthetic policy, if applicable.
3. Seasonal restrictions may be applied to protect roads, minimize recreation use conflicts, benefit wildlife management, avoid endangered resources concerns, minimize insect and disease problems, or to assist in fire protection.

505.10 TIMBER SALE ROADS

1. The Purchaser will be responsible for securing legal access to sale areas.
2. The Purchaser will construct permanent or temporary roads only at locations approved by the Forestry Division.
3. No skidding, decking, or other logging activity is allowed on County Forest roads or ditches unless approved by the Forest Administrator. Roads and trails will be kept free from logging debris. County Forest Access roads and trails will be maintained by the Purchaser and be left in as good as original condition at the close of the sale. Roads will be inspected by County personnel to insure minimal resource damage. If intersections are modified or created between logging tracts and County or Town roads, the Purchaser must notify and obtain any necessary permits from the County or township prior to construction.
4. A timber sale purchaser may request permission to gate a timber sale access road. The Forest Administrator may approve a gate permit to prohibit motorized traffic only.

505.11 SUPERVISING SALES

Sale inspections will be performed periodically by State and/or County personnel with notation in the sales record explaining the results of the inspection.

505.12 FOREST PRODUCTS ACCOUNTABILITY

505.12.1 Scaling Merchantability

1. Logs will be scaled by the Scribner Decimal C. log rule. Minimum log specifications are defined as 9-inch top diameter inside bark (DIB) and 8-feet in length for softwood and 10-inch top (DIB), and 8-feet in length for hardwood.
2. The standard unit of measure for cordwood is measuring 4' x 4' x 100' of unpeeled wood. Hand or stroke delimeter/processor peeled wood will be converted to the standard cord by adding 12.5 percent and ring debarked wood by adding 16 percent to the peeled volume measured. A pulpwood tree contains at least one (1) 100-inch stick, to a minimum top diameter as defined in the contract.
3. DNR Timber Sale Handbook will be used as a guide in determining the conversion rates for posts, poles, bolts, chips, weight scaled wood, or other types of forest products.

505.12.2 Utilization Standards

Utilization standards will be specified on individual contracts to provide maximum utilization of all merchantable timber and will be based on the scaling standards noted in 505.12.1.

505.12.3 Methods of Accountability

Wood harvested from the sale area must be accounted for and payment made in accordance with existing policy and procedure. One or more of the following may be used on an individual sale:

1. Lump Sum - Wood sold based on estimated volumes with one "lump" payment or payments on individual cutting units. The lump sum method will be used whenever practical. Payment for a cutting unit must be received in full before the wood is hauled.
2. Wood Scaled - Wood may also be scaled on the landing. This method is generally used for saw logs. Payment for scaled wood must be received in full before the wood is hauled.
3. Ticket System - The ticket system utilizes serialized three-part tickets. The white copy will be placed in the ticket box prior to truck departure. The yellow copy is to be returned to the County with accompanying mill statement. Hard copy retained by

logger. Mill scale will be accepted for volume determination. Payment for tickets must be received in full before tickets are distributed to Purchaser. Note: Purchasers in good standing with Marathon County will be allowed up to five business days to submit payment under #2 and #3 above.

505.13 SPECIAL FOREST PRODUCT PERMITS

1. A written permit for taking fuelwood for personal use must be purchased for a specific area designated on the permit.
2. A written permit for cutting boughs for personal use may be issued for a specific area designated in the permit. Bough payment rate will be set by the Forestry/Recreation Committee.
3. Written permits may be issued for special forest products for community or personal use, with fees established by the Forestry/Recreation Committee.

Stumpage of fuelwood, Christmas trees, boughs, posts and poles and other special forest products for resale will be handled as a regular timber sale.

510 TIMBER THEFT

All cases of alleged timber theft on the county forest shall be investigated and resolved promptly. An allegation of theft by cutting and /or removing timber from the county forest does not alleviate the county from payment under s. 28.11 (9) Wis. Stats. The county will collect damages pursuant to s. 26.05 Wis. Stats. and may also pursue criminal charges under s. 943.20 Wis. Stats. and /or seek civil damages.

510.1 TIMBER THEFT INVESTIGATION

The following procedure should be used in all cases of alleged timber theft:

Determination of Theft

1. Gathering facts - The County, through the Parks, Recreation, and Forestry Staff or Sheriff's Department and along with assistance of the DNR liaison, rangers, and wardens, will ascertain the facts pertinent to the alleged theft, including determination of the damages to the County. Legal counsel representing the County should be involved in all aspects of investigation. Property involved in the alleged theft may be seized with the assistance of the Parks, Recreation, and

Forestry staff or Sheriff's Department pursuant to s. 26.04, Wis. Stats., for use as evidence.

2. Boundary determination - If property boundaries are involved, the County shall conduct a legal survey of the boundary in question.
3. During the investigation, the County legal counsel should be consulted for further direction or for assistance in resolving the matter. If deemed necessary by the Committee, the District Attorney shall be requested to prosecute for violation of s. 26.05, Wis. Stats., the timber theft law, and a legal action for damages commenced. Otherwise, with advice of legal counsel for the County, the County may seek to reach a mutually agreed upon damage payment with the party alleged to have cut or cut and removed the timber without consent of the County.

515 ENCROACHMENTS (Adverse Possession)

The County will actively investigate all suspected cases of encroachments on the County Forest. To insure the integrity and continuity of the County Forest Land, all cases will be dealt with promptly and in a consistent manner. The following procedures will be used in all cases of suspected encroachments:

1. The County will establish property boundaries; if necessary, a legal survey will be conducted.
2. The County will gather all facts, including notification to all landowners or occupants involved.
3. The Committee, in consultation with the Director, Forest Administrator, County legal counsel, and the DNR, will make a decision as to the disposition of the case.
 - a. All above-ground encroachments that are movable will be removed from County property.
 - b. Permanent type facilities, such as homes, garages, and septic systems shall be addressed individually and may be removed or handled by a land use agreement. Sale or transfer of the encroachment should remain an option depending on the circumstances involved and the viability of an adverse possession claim (s. 893.29, Wis. Stats.).

- c. Provisions in the land use agreement, if that option is pursued, may include granting the encroacher permission to encroach on the County Forest Lands with the following stipulations: no other encroachments will be allowed; the permit is non-transferable; the County must be notified once encroachment is terminated; County continues full ownership and control of property; permittee agrees to waive any rights to any future declaration of ownership or interest in the encroached County property; County reserves the right to cancel the permit and the permit is to be filed in the office of the Marathon County Register of Deeds and all fees related to the land use permit shall be paid by the permittee.
4. A copy of the actual land use agreement can be found in the appendix.

520 SPECIAL USES

1. Recognizing the vast potential for a variety of special uses of the County Forest by governmental units, businesses, organizations or individuals, the committee may designate specified areas for special uses. Specific management methods are to be considered on these areas. Uses must be consistent with the intent and purposes of the County Forest Law.
2. All requests for specialized uses of any County Forest lands will require a permit authorized by the Committee.
3. A list of existing special use areas can be found the Appendix.

520.1 SAND AND GRAVEL

Sand and gravel pits located on the County Forest may be used only by units of government or contractors performing public works. Use of existing pits and the opening of new pits by other than the County Parks and Forestry Department will require Committee approval and be authorized by permit only. The condition of such permits may include, but are not be limited to:

1. Requiring the pit and its access road to be screened from view from any public highway.
2. Severing trees from the stump.
3. Disposition of brush and dirt spoil by leveling or hauling away.
4. Sloping to prevent steep banks.

5. Filing with the parks and forest office an annual written report of gravel and sand removed.

Other conditions may be set at the discretion of the Committee or County Forest Administrator. The Committee will set fees for materials removed. Other non-metalliferous materials will be dealt with on an individual basis.

All active, nonmetallic sites greater than one acre in size, including those on the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation Program, Chapter NR 135, Wis. Adm. Code. The County Parks and Forestry Department shall work with the local permit coordinator (often county or local zoning office) in obtaining the necessary permits for nonmetallic mining operations.

Sand and gravel may, under some circumstances, be leased to private contractors for private use. In these situations, the land must be withdrawn from the County Forest Law until sand/gravel removal and reclamation of the site is completed. Upon completion of reclamation to the satisfaction of the county and the state, the lands shall be reapplied for entry under the County Forest Law.

520.2 EXPLORATION, PROSPECTING, AND MINING

1. The Committee may investigate all mineral exploration, prospecting and mining requests as they are received.
2. The DNR shall be notified of all requests, as they become known, in accord with Manual Code 2712.1 (Mineral exploration on County Forests per s. 28.11(3)(i), and (j) Wis. Stats., or other codes which may be subsequently adopted.)
3. Public Forest Lands Handbook should be referenced for more detailed procedure.
4. Exploration and prospecting usually don't require County Forest withdrawal.
5. Mining would require the withdrawal and sale of County Forest Land affected. The County Board may consider requiring the replacement of withdrawn lands and other conditions in mining resolution.

520.3 SANITARY LANDFILLS

The use of County Forest lands for sanitary landfills will not be allowed unless the lands

involved are withdrawn from the County Forest Law.

520.4 MILITARY MANEUVERS

Military maneuvers on County Forest lands will be considered under a lease or written land use agreement. Upon receipt of a written request from the military the Committee, other necessary County staff, Military, and DNR representatives will discuss the issue at a public Committee meeting. After the needs have been outlined, the site shall be field checked, DNR input and consistency with the County Forest Law sought, and town officials advised. Depending on the scope of the project, a public hearing may be appropriate. If all aspects and concerns are addressed and agreed to, a legal instrument will be drafted. The matter will then be brought back to a Committee meeting for final input and approval. The Public Forest Lands Handbook will be used for further direction in this matter.

520.5 PUBLIC UTILITIES.

Applications for public utility easements will be considered by the Committee. Underground installations will be encouraged. In 2005 the State legislature passed a law that “requires a County, City, Village, Town, Public Board or Commission to convey lands to an electrical utility for the purpose of constructing electrical utility lines.” (Sec. 194.491(3e), Wis. Stats.) The following main provisions shall be included in any County Board resolution granting permission for construction of a utility transmission line:

1. Utility will be billed for merchantable forest products and existing timber reproduction.
2. Utility will be billed for land removed from production due to right-of-way clearing for losses of future income and multiple use benefits.
3. Land removed for utility operations that is no longer suited “primarily for timber production or, that is no longer suitable for scenic, outdoor recreation, public hunting and fishing, water conservation or multiple use purposes” (s. 28.11(4)(c) Wis. Stats) may need to be withdrawn from County Forest Law designation. The utility shall replace any lands requiring withdrawal from County Forest with other lands suitable for County Forest entry that are in the forest blocking of the County Forest or money that will be deposited into the segregated land purchase account.
4. Utility companies will be encouraged to use existing corridors and underground lines to minimize disturbance to the County Forest and native plants and animals.
5. Merchantable timber will be removed in a manner specified by the Forest Administrator

and approved by the Committee. Timber cut must be reported to the DNR on form 2460-1.

6. Utility must provide notice of proposed route, including a map of not less than 1 inch /mile scale, 90 days in advance of the proposed construction.
7. Special maintenance, controlled access and signage concerns shall be addressed in any proposal.
8. An appropriate fee shall be charged for easements.

520.6 ACCESS TO PRIVATE LAND

The Department has determined that granting a private easement across County forest lands is not consistent with the County Forest Law program. This determination is based on an Attorney General opinion (*OAG-08-10*). Easement grants to individuals are generally determined to be an exclusive right on a publicly owned asset. Counties are generally restricted from granting easements unless the overall management of the forest could be improved by granting the easement or if the easement grant will serve a greater public good.

520.6.1 Temporary Access

Requests for temporary access across County Forest Lands will be reviewed for any potential conflicts with management activities or public access. If impacts are minimal, access for short term needs will be permitted through the use of access agreements or letters of authorization. Temporary access is generally for activities such as access to maintain utilities (rail, powerline, etc.) or for logging access on private lands. The recipient of temporary access is required to restore the roadway to at least its prior condition and to expand coverage of any performance deposits or liability insurance to cover the use of the County road.

520.6.2 Access Agreements

Requests for access to private lands may be made by private parties to build or improve access roads through the County Forest. Access agreements will be considered on a case-by-case basis and with the understanding that the County is not legally obligated to provide access to private lands. The following stipulations will be adhered to before an "Access Permit" is granted:

1. Access across County Forest Lands must be demonstrated by the applicant as the route of last resort. Proposed uses must be documented by the applicant.

2. No legal easement will be granted; only permission to cross County lands.
3. The permit is non-transferable. New landowners must apply to continue the land use agreement.
4. Road improvements and upgrading must be approved and will be supervised by the Parks and Forestry staff. Prior notification of three (3) days is required before work starts.
5. All wood cut is the property of Marathon County.
6. Roadway may not be gated by the Permittee unless authorized by the Committee.
7. The County continues full ownership of the improved roadway, however, it shall not be liable for maintenance or upkeep of the road.
8. Permittee waives any rights to any declaration of ownership or interest in the road on County land for administrative costs as a result of this "Access Permit". The access permit is granted upon the signature and any fees being received by the Marathon County Parks and Forestry Department.
9. Presently, there are six existing access road permits issued by Marathon County. The fee for these permits is set at \$150.00 for five years.
10. If new permits are granted by the Committee, they will follow the same stipulations as the existing permits. The fee for any new access road permits is set at \$250.00 for five years.
11. A copy of the access agreement can be found in the appendix.

520.6.3 Prescriptive Easements

Historical access points and driveways may meet the requirements of prescriptive use. A prescriptive use easement does not generally trigger a need to withdraw lands from the County Forest program unless the public is excluded from motorized travel on the subject road. Any potential claims of prescriptive easement across County Forest lands must be reviewed by legal counsel in order to determine legal validity and possible legal defense or standing.

520.6.4 Other Types of Access

Complex issues of private access needs may arise in the future. Any proposals to grant an easement across County Forest must help achieve the purposes of the County Forest Law and meet a standard of better and higher public use. Easements to private parties will require withdrawal from County Forest Law and are to be discussed with the Department prior to initiating any proposals.

520.7 PRIVATE UTILITY SERVICE LINES

If a landowner cannot gain utility access across other lands, the committee may consider a land use agreement for access across County Forest. Requests will be considered on a case by case basis. These agreements should consider the inclusions mentioned below:

1. The permit is non-transferrable
2. The County retains full ownership of the utility corridor, however it shall not be liable for maintenance, upkeep, or other damages associated with the utility service.
3. The permittee waives any rights to any declaration of ownership or interest in the utility corridor on County land for administrative costs as a result of this Land Use Agreement – Utility permit. This agreement is granted upon the signature and any fees being received by Marathon County.
4. The fee for such a land use agreement is set at \$5.00 per lineal foot for each utility with a minimum fee of \$5,000.

520.8 CELLULAR COMMUNICATION TOWERS

The siting of cellular communication towers on the Marathon County Forest will be considered by the Committee on a limited basis. Requests will be considered on a case-by-case basis subject to the following conditions:

1. It must be demonstrated that the site is the most practical location for such a tower.
2. Land selected for such a tower is no longer suitable for continued entry in the County Forest program. In addition, any accompanying lands needed for tower support wires that inhibit the practice of forestry and are no longer suitable for scenic, outdoor recreation, public hunting and fishing, water conservation or multiple use purposes (s. 28.11(4)(c) Wis. Stats may also need to be withdrawn from County Forest Law. Withdrawal is subject to approval by both County Board and DNR. The cellular communication company shall replace any lands requiring withdrawal from County Forest with other lands suitable for County Forest entry that are in the forest blocking.
3. If the Committee approves siting a cell tower on County Forest Lands, the cellular company will pay for all administrative and staff time related to establishing the tower.

4. Marathon County shall be provided use of the tower for free and be provided free phone service.
5. An appropriate fee will be charged for any communication tower the Committee approves on County Forest Lands.
6. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8)

520.9 OTHER

Other types of special uses of the county forest may be considered by the committee. Regulations governing these uses will be developed on an individual basis. These may include, but are not limited to: research, independent study and scientific areas.

525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

Ordinance No. 0-34-91, adopted by the County Board of Supervisors of the County of Marathon on October 15 , 1991, authorizes Marathon County to require permits for gathering miscellaneous forest products on County land by Native American treaty rights participants. The ordinance, Section 12.06 of the General Code of Marathon County, adopts language of, and complies with, the Federal District Court decision and states as follows:

1. Any treaty rights participant interested in gathering firewood, tree bark, maple sap, lodge poles, boughs, marsh hay or other miscellaneous forest products (except fruits, seeds, or berries not enumerated in County ordinances) from County land shall obtain a County gathering permit from the County Parks and Forestry office. The County shall respond to the gathering permit request no later than 14 days after receipt of the request. The gathering permit shall indicate the location of the material to be gathered, the volume of material to be gathered, and conditions of the gathering of the material necessary for conservation of the timber and miscellaneous forest products on the County land, or for public health or safety.
2. The County may not deny a request to gather miscellaneous forest products on county property under this section unless: (a) the gathering is inconsistent with the management plan for the property, (b) the gathering will conflict with the pre-existing rights of a permittee or other person possessing an approval to conduct an activity on the property, including a contractor of the county or, (c) is otherwise inconsistent with conservation or public health or safety. Subchapter IV, Ch. NR13, Wis. Adm. Code details the regulations.

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

TABLE OF CONTENTS

CHAPTER 600

PROTECTION

<u>Section</u>	<u>Subject</u>	<u>Page</u>
600	PROTECTION	3
605	FIRE CONTROL	3
605.1	COOPERATION WITH THE DEPARTMENT OF NATURAL RESOURCES	3
605.1.1	Personnel	3
605.1.2	Equipment	4
605.1.3	Fire Detection.....	4
605.1.4	Forest Fire Prevention.....	4
605.1.5	Forest Fire Suppression	4
605.2	DEBRIS BURNING	4
605.3	CAMPFIRES.....	5
605.4	PRESCRIBED BURNING.....	5
605.5	COUNTY FOREST FIRE HAZARD AREAS.....	5
610	CONTROL OF FOREST PESTS & PATHOGENS	5
610.1	DETECTION	5
610.2	PEST SURVEYS	5
610.3	SPECIFIC PESTS AND PATHOGENS OF CONCERN	6
610.3.1	Specific Pests of Interest.....	6
610.3.1.1	Gypsy Moth Strategy	6
610.3.1.2	Heterobasidion Root Disease (HRD).....	7
610.3.1.3	Oak Wilt.....	8
610.3.1.4	Forest Tent Caterpillar.....	8
610.3.1.5	Two-lined Chestnut Borer.....	9
610.3.1.6	Emerald Ash Borer.....	9
610.3.2	Funding.....	10
610.3.4	Special Projects	10
610.4	DEER BROWSE.....	10
610.5	INVASIVE SPECIES.....	10

610.5.1	Funding and Partnerships	10
610.5.2	Best Management Practices.....	11
610.5.3	Current Plant Invasives.....	11
610.5.3.1	Buckthorn	11
610.5.3.2	Garlic Mustard.....	12
610.5.3.3	Honeysuckle	12
610.5.3.4	Spotted Knapweed.....	13
610.5.3.5	Japanese Barberry	13
610.5.3.6	Other.....	14

600 PROTECTION

OBJECTIVE

To protect and manage the resources of the forest from preventable losses resulting from fire, insects, diseases and other destructive elements including those caused by people. Protective methods shall include proper silvicultural methods.

The DNR provides statewide technical guidance that will be used to inform local decisions. This guidance will be referenced to make decisions at the county level.

605 FIRE CONTROL

Damage to the Forest caused by uncontrolled fire can create an important challenge in the management of the Forest. Loss of resource values caused by fire will be minimized through organized prevention, detection and suppression methods. Maintaining a healthy forest is key to fire management. The DNR is responsible for all matters relating to the prevention, detection and suppression of forest fires outside the limits of incorporated villages and cities. s. 26.11(1), Wis. Stats.

The DNR works cooperatively with local fire departments in all fire control efforts. The Marathon County Forest with the exception of the Kronenwetter Forest Unit, is part of the DNR intensive forest fire protection area. The Village of Kronenwetter has primary responsibility for fire suppression within the Kronenwetter Forest Unit and works closely with DNR fire control on forest fires within the forest unit. Pursuant to s. 26.11(5), Wis Stats., the village is able to request DNR assistance on wildland fires. The Fire Management Handbook No. 4325.1 and the Area Operations Plan shall serve as the guidelines for fire control activities.

605.1 COOPERATION WITH THE DEPARTMENT OF NATURAL RESOURCES

Pursuant to s. 26.11(4) and s. 28.11(4)(f), Wis. Stats., and the Marathon County Forest Ordinance, the County may cooperate with the DNR in the interest of fire prevention, detection and suppression on the County Forest. This is accomplished through agreements authorizing the DNR to use County Forest land or to utilize County personnel and equipment for fire protection activities. The DNR will notify the Wausau and Marathon County Parks, Recreation and Forestry Department when a fire occurs on County Forest or Park lands.

605.1.1 Personnel

County Forest personnel, upon request will be made available for forest fire control efforts within County forest or County park lands. With limited staff the County Forestry division is not readily

available to assist on forest fires. During periods of very high fire danger County Forestry personnel may be made available, upon request, for fire control efforts within the County. The DNR is responsible for training and directing the activities of County personnel in accordance with the rules identified in the Fire Management Handbook, No. 4325.1.

605.1.2 Equipment

County Forest equipment, upon request, may be available for forest fire control suppression. During periods of high fire hazard, all County Forest vehicles and/or crews should be equipped with one or more back pack cans, axes or shovels, appropriate personal protective equipment, mobile communication and any other equipment deemed essential. All hand tools shall be maintained and provided by the DNR.

605.1.3 Fire Detection

Fire detection is the responsibility of the DNR. County Parks and Forest personnel may assist and report any wild fires to the DNR, local Fire Department or 911 Dispatch.

605.1.4 Forest Fire Prevention

DNR fire control personnel are authorized by the County to place fire prevention signs at recreational areas and other strategic locations within the forest as authorized by the Forest Administrator. The County conducts and controls all operations (including harvesting) on the forest in a manner designed to prevent forest fires. The use of the County Forest and the Department will coordinate during high fire danger periods to impose any necessary restrictions. These restrictions may include, but are not limited to, recreation and logging.

605.1.5 Forest Fire Suppression

Any uncontrolled or non-prescribed fires on the County Forest will be suppressed as soon as possible.

605.2 DEBRIS BURNING

Unauthorized burning of debris will not be permitted on County Forest Lands pursuant to s. 26.12(5), Wis. Stats. Deposit of yard waste or any other matter is not allowed on County Forest Land. Violators subject to County ordinance.

605.3 CAMPFIRES

During periods of high fire danger, use of campfires may be restricted. While campfires are allowed

on the County Forest, it is unlawful to leave any fires unattended. On a DNR designated red flag day, it is unlawful to start or use any fires.

605.4 PRESCRIBED BURNING

All prescribed burning on County Forest lands will follow the DNR recommendations. See Prescribed Burn Handbook No. 4360.5 for details. Prescribed fire may be an effective management tool on the County Forest. Prescribed burning may be done for wildlife habitat, site preparation for tree planting and seeding, fire hazard reduction, barrens and prairie management, insect and disease control, etc.

605.5 COUNTY FOREST FIRE HAZARD AREAS

The DNR places primary emphasis on fire control efforts in pine areas. Maps of these areas are available at the local DNR field office. The County will cooperate with DNR Fire Control in providing for firebreaks or access ways. Existing access roads, firebreaks and water access points will be maintained as deemed necessary. Secondary emphasis will be placed on hardwood and aspen areas with no firebreaks developed or maintained. However, access roads will be maintained as defined in Chapter 700 of this plan.

610 CONTROL OF FOREST PESTS & PATHOGENS

610.1 DETECTION

Damage to the forest caused by insects, diseases, exotic plants and other pests can adversely affect management of the forest resources. Losses to resource values impacted by forest pests will be minimized through integrated pest management methods, with emphasis on silvicultural prescriptions (timber sales). The detection and control of pest problems will be accomplished by county and DNR personnel in cooperation with other agencies.

610.2 PEST SURVEYS

Pest surveys are conducted under the direction of the DNR's forest health specialists. The County may cooperate by providing personnel and equipment to assist in these operations. Citizen reports of possible pest damage will be investigated by County Forest division staff.

610.3 SPECIFIC PESTS AND PATHOGENS OF CONCERN

Integrated pest management for the purpose of this Plan, is defined as follows:

“The maintenance of destructive agents, including insects, at tolerable levels, by the planned use of a variety of preventive, suppressive, or regulatory tactics and strategies that are ecologically and economically efficient and socially acceptable.”

The integrated pest management control and methodology shall be determined jointly by the County Forest Administrator, and DNR liaison forester in consultation with the DNR District Forest Health Specialist. Suppression of forest pests may include the following:

1. Silvicultural prescriptions, including timber sales.
2. Biological control.
3. Chemical control.

610.3.1 Specific Pests of Interest

610.3.1.1 Gypsy Moth

This introduced pest has moved westward from the northeastern United States since the early 1900's. Currently, moths have been found in every county; the eastern 2/3 of the State is considered infested. Marathon County Forest's strategy to combat this defoliating insect will focus on using silvicultural techniques to maintain and improve forest vigor, so as to decrease the likelihood and severity of defoliation. In addition, suppression spraying with approved insecticides may be considered in high use recreation areas and stands containing a high percentage of susceptible, high valued timber. Biological controls may also be available for introduction to help reduce outbreak frequency.

The presence or discovery of threatened or endangered species in these areas may impact both the type of treatment and the decision to apply suppression tactics. Current insecticides for gypsy moth control include a bacterial insecticide (Btk) and a commercial formulation of a naturally occurring virus (Gypchek) The Gypchek virus, specific to gypsy moth larvae, is only available through the federal suppression program administered by the DNR. The intent in combating this insect is not to eradicate, but rather to reduce populations so that tree mortality is maintained at tolerable levels. The DNR's District Forest Health Specialist will be available for consultation on control tactics and possible quarantine procedures. DATCP is the agency responsible for quarantine procedures for wood products from infested counties.

610.3.1.2 HRD

Heterobasidion root disease (HRD, previously called annosum root rot), is caused by the fungus, *Heterobasidion irregulare*. It is a serious disease that causes pine and spruce mortality in Wisconsin, but over 200 woody species have been reported as hosts. Red and white pine trees are most commonly affected in plantation-grown stands subjected to thinning. The disease was first confirmed in Wisconsin in 1993 and has since been found in a number of counties throughout Wisconsin. Diseased trees, including overstory trees and understory seedlings and saplings, will show fading, thin crowns with tufted foliage, and eventual mortality. Currently, there are no curative treatments to eliminate the HRD pathogen from a stand once it is infested, so preventing disease introduction is the best approach.

Infection most often occurs when HRD spores land and germinate on a freshly cut stump. The pathogen then grows into the root tissue and progresses underground from tree to tree through root contact. As the pathogen spreads, and trees decline and die, an ever-expanding pocket of mortality is formed. HRD fruit bodies, or conks, may be found at the base of dead trees and old stumps. Fruit bodies are most commonly observed in the fall but can be found any time of the year.

Guidelines for stump treatment to reduce the risk of introduction and spread of Heterobasidion root disease in Wisconsin should be used by the county forests. The HRD guidelines are designed to help property managers and landowners determine whether the preventive pesticide treatment should be used to reduce the risk of introduction and spread of HRD at the time of harvest in a pine and/or spruce stand.

It is Marathon County's policy to follow the "Guidelines for stump treatment to reduce the risk of introduction and spread of Heterobasidion root disease in Wisconsin. It is Marathon County's policy to require the purchaser of conifer sales to purchase and apply an approved fungicide (RotstopC or Cellu-treat) to all cut pine stumps and horizontal wound surfaces for prevention of this disease. Specific requirements on treatment are included in Marathon County's timber sale contract.

610.3.1.3 Oak Wilt

Oak wilt, *Bretziella fagacearum*, is a destructive disease of oak trees. It is responsible for the death of thousands of oak trees in forests, woodlots, and home landscapes each year. Oak wilt is caused by a fungus that invades and impairs the tree's water conducting system, resulting in branch wilting and tree death. Trees in both the red oak group and white oak group are affected. There is no known cure once a tree has oak wilt. Prevention of new oak wilt infection centers is the best management option and involves avoiding injury to healthy trees and removing dead or diseased trees. Counties should use the Oak Harvesting Guidelines to Reduce the Risk of Introduction and Spread of Oak Wilt for management guidance. If pruning is necessary or damage is incurred during the growing season, e.g. through construction activities or storms, the wounds should be painted immediately with a wound paint.

It is Marathon County's policy to remove infected trees. Once chipped or debarked, the materials shall be covered with plastic for a period of six months to kill the fungus and any insects in the material. In certain cases, infected trees may also be burned, eliminating the fungus and any insect. A vibratory plow, or similar implement, may be used to sever root grafts on isolated pockets where feasible. A second method to control the spread of oak wilt where pockets have been confirmed also may be used. Using this method foresters will: (1) Identify infected trees; (2) Assume all trees within a certain distance from the diseased tree based upon research are infected; (3) Girdle all oak trees within this barrier zone; (4) Apply a chemical basal spray to the girdled trees to kill the trees and root systems; and (5) Remove the treated trees. Cutting or pruning of oak will be restricted between April 15 and July 15.

610.3.1.4 Forest Tent Caterpillar

Forest tent caterpillar, *Malacosoma disstria*, can be found throughout the United States and Canada wherever hardwoods grow. The favored hosts in Wisconsin are aspen and oak. This native insect causes region-wide outbreaks at intervals from 10 to 15 years; outbreaks usually last 2 - 5 years in the Lake States. Severe and repeated defoliation can lead to dieback and/or reduced growth of affected trees, which in some instances may be significant. Populations are often controlled by natural enemies, helping the population crash. Aerial spraying of insecticides can be an option for control as well. It will be Marathon County's strategy to employ sound silvicultural practices to combat this cyclic pest.

610.3.1.5 Two-lined Chestnut Borer

The two-lined chestnut borer, (*Agrilus bilineatus*), is a common secondary pest in trees which have been severely defoliated several years in a row. Oaks that are under stress from drought and/or defoliation by insects such as gypsy moth (*Lymantria dispar*), fall canker worm (*Alsophila pomataria*), and forest tent caterpillar (*Malacosoma disstria*) can be infested and killed by two-lined chestnut borer. Prevention of two-lined chestnut borer through sound silvicultural practices is the best management option. Postponing management activities in stressed stands for two years after severe drought and/or defoliation have ended will provide time for trees to recover and reduce their susceptibility to two-lined chestnut borer attack. Infestations should be salvaged promptly. Marathon County will strive to maintain healthy trees through sound silvicultural practices to discourage infestation.

610.3.1.6 Emerald Ash Borer

The emerald ash borer, (*Agrilus planipennis*), was accidentally introduced to North America from Asia in 2002. Emerald ash borer (EAB) infestations in Wisconsin have resulted in widespread mortality to *Fraxinus* species including green, white, and black ash. It is expected that 99% of the ash trees in Wisconsin will die. Ash comprises a significant component in the northern hardwood timber type and can be found in nearly pure stands in some lowland areas. Adult EAB beetles feed on foliage but it is the larvae that cause mortality by feeding on the phloem and outer sapwood of the ash trees.

The [Emerald Ash Borer Silviculture Guidelines](#) are available to help resource managers make informed stand-level decisions to manage forests that are not yet infested by EAB, as well as implement salvage harvests and rehabilitation in stands that have already been impacted by EAB.

It is Marathon County's policy to follow the Emerald Ash Borer Silviculture Guidelines.

610.3.2 Funding

The County Forest will make all reasonable efforts to secure funding for control efforts,

through County funds, or other State, Federal or private funding sources.

610.3.3 Special Projects

The County may cooperate with other agencies in forest pest research.

610.4 DEER BROWSE

Forest regeneration and reproduction is critical to sustain both timber production and wildlife habitat and the overall health of the deer herd. As a keystone species, deer can affect forest regeneration, long-term forest production, and forest sustainability. This is a concern for all interested in forest production and trying to balance deer numbers with habitat.

Marathon County will monitor herbivory impacts during forest reconnaissance.

610.5 INVASIVE PLANT SPECIES

Invasive plants can cause significant negative impacts to the forest. Invasive species can displace native plants and hinder the forest regeneration efforts. Preventing them from dominating habitats is critical to the long-term health of the forest. There are a number of invasive plant species in varying densities on the County Forest. Some warrant immediate and continual treatment efforts while others may be allowed to remain due to extent and financial ability to control them. The County will continue to train staff in invasive species identification as well as attempt to secure funding sources to control them as much as is practical. Invasive plants on the forest should be documented as well as potential response to new infestations.

610.5.1 Funding and Partnerships

Grant opportunities for invasive species control funding can be found on the [Financial Assistance webpage](#) of the Wisconsin Invasive Species Council. The number of grants for local governments and county forest is limited, especially for terrestrial invasive plant control. Some grants, such as the Department of Natural Resource's [turkey stamp program](#), support invasive plant control as part of larger efforts to promote certain outcomes and might be applicable.

The Department of Natural Resources promotes the formation of cooperative invasive species management areas (CISMAs) through its [Weed Management Area – Private Forest Grant Program](#). While activities funded by this grant are restricted to non-industrial private

forests, CISMAs are encouraged to partner with other groups in their area and some can provide technical support to county forests. The CISMA's of Wisconsin can be found at this link. <http://ipaw.org/quick-links/cismas/>

610.5.2 Best Management Practices

In 2009, the Department of Natural Resources and many stakeholder groups approved a series of Best Management Practices (BMPs) for minimizing the spread of forest invasive plants. The full text of the BMPs is found on the Wisconsin Council on Forestry website. Voluntary use of the BMPs during forestry stewardship activities reduces the spread of invasive plants that can impede forest regeneration in county forests.

BMPs used before, during and after a harvest promote forest regeneration. Reasonable efforts to clean vehicles, equipment, footwear and other clothing helps reduce the spread of seeds and plant fragments to un-infested forests. Planning the sequence and timing of stewardship activities to reduce contact with invasive plants during forestry operations is another helpful strategy. Similarly, controlling populations of invasive plants before logging reduces the risk of spreading them. Follow-up monitoring of disturbed stands can detect populations of invasive plants while they are still small and more easily managed.

610.5.3 Current Plant Invasives

605.5.3.1 Buckthorn

Two species of invasive buckthorn impact Wisconsin's forests. Common buckthorn, (*Frangula cathartica*), is more often found growing on well-drained soils while glossy buckthorn, (*Frangula alnus*), favors wetter soils. Both species grow in shade or sun, quickly form dense, even-aged thickets that shade out understory plants, including tree seedlings, and hinder forest regeneration. Their dark colored fruits are eaten by birds who disperse them long distances. Both buckthorns green-up before native plants and remain green after the natives drop their leaves.

Buckthorn can be controlled by taking advantage of the longer period in which they retain their leaves. Foliar applications of herbicide applied when buckthorn has leaves and the natives are leafless will minimize damage to native plants. Other control options include mowing the shrubs and then treating re-sprouts with foliar herbicide, basal bark herbicide applications, and cut stump herbicide applications.

610.5.3.2 Garlic Mustard

Garlic mustard (*Alliaria petiolata*) is an herbaceous, biennial, native to Europe. During the first year a basal rosette of only leaves develops. The second year, several stems from 1 – 4 feet tall grow from the basal rosette. The leaves have a distinct garlic fragrance when crushed. From the stems grow several small white flowers. Each plant can produce 100's of tiny seeds inside long, narrow capsules. Garlic mustard can quickly colonize disturbed forests as it often follows corridors such as game trails or man-made roads/paths. As garlic mustard spreads, it quickly displaces native plants and is known to radiate chemicals into the soil that disrupt associations between mycorrhizal fungi and native plants. Small populations can be hand pulled, while larger populations are better controlled with prescribed fire and/or herbicide. All pulled plant materials should be bagged and removed from the forest as seeds have been known to mature on dead plants left on site. Treatment should be repeated until the seed bank is depleted, which takes multiple years. Garlic mustard sites should be monitored annually, until no plants are discovered for several years.

610.5.3.3 Honeysuckle

Bush Honeysuckles (*Lonicera maackii*, *L. tatarica*, *L. morrowii*, *L. X bella*) were introduced from Eurasia as ornamentals, wildlife cover and soil erosion control. Bush honeysuckles are upright deciduous shrubs, ranging from 5 - 12 feet tall with gray shaggy bark. The leaves are opposite, simple, oval and untoothed and can be smooth, to velvety depending on species. Flowers are fragrant and tubular ranging in colors of white, red and pink. They bloom May through June and then form red to yellow berries that are found as pairs on the leaf axils. Honeysuckles replace native forest shrubs and herbaceous plants by inhibiting growth of understory plants due to early leaf-out which shades out herbaceous ground cover and depletes soil moisture. Control options include hand pulling small infestations and prescribed burning which kills seedlings and top kills mature shrubs. Herbicide options include cut stump treatment and foliar spraying. With all control efforts repeated monitoring is needed.

610.5.3.4 Spotted Knapweed

Spotted knapweed (*Centaurea stoebe*) is an herbaceous, short-lived perennial native to Eurasia that can grow 2 – 4 feet tall. This plant first appears as a basal rosette of somewhat silvery leaves and may persist this way for several years before developing

pink-purple flowers on long spreading stems. The flowers are thistle-like with many petals and stiff bracts. Knapweed invades dry-upland areas including disturbed sites such as forest trails and openings. The roots exude an allelopathic chemical which inhibits establishment of other plants; hindering forest regeneration. Small populations can be hand pulled provided the entire tap root is removed. Gloves, long sleeves and pants should be worn when handling this plant as it may cause skin irritation. Chemical control should be applied directly to plants or broadcast across large areas of infestation. Biological control is also available as part of an integrated pest management plan.

610.5.3.5 Japanese Barberry

Japanese barberry (*Berberis thunbergii*) was introduced from Japan around 1875 and now ranges across most of North America. It is a compact, spiny, deciduous shrub with arching branches of dense foliage. It commonly grows 2 - 3 feet tall and has been known to reach heights of 6 feet. Japanese barberry regenerates by seed, creeping roots and branches that root freely when they touch the ground; which increases its overall spread. Small, rounded, smooth edged leaves are clustered in tight bunches close to the spiny branches and small yellow flowers bloom through May forming red oblong berries that mature in mid-summer and persist into winter. This plant is highly adapted to growing in young forests where it forms thorny thickets that shade out and limit the growth of native plants and spreads easily under the shade of established forests. The primary method of mechanically controlling barberry is hand pulling or digging early before seed set in areas where there are only a few plants. It has shallow roots but resprouting may occur if the entire root system is not removed. Larger populations may be controlled by herbicides with a cut stump treatment and repeated monitoring for both seedlings and roots re-sprouting.

610.5.3.6 Other

Any other invasive species found on the County Forest will be evaluated and attempts to control, eradicate or slow the spread of them will be made if it's determined in the best interest of Marathon County forest management.