

MARATHON COUNTY FORESTRY/RECREATION COMMITTEE AGENDA

<u>Date and Time of Meeting:</u> Tuesday, March 3, 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, January 7, 2020 Committee Meeting
- 4. Operational Functions Required by Statute, Ordinance or Resolution:
 - A. Discussion and Possible Action by Committee
 - 1. Timber Sale Closeout Bell Timber Contract #659-17 and Country Forest Products #672-18
 - 2. Revised Timeline for Completion of the Marathon County Forest Comprehensive Land Use Plan
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration
 - 1. 2019 County Forest Division Annual Report
 - 2. Resolution: Consider the Purchase of the CERES Timber LLC Property for County Forest
- 5. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee None
- 6. Educational Presentations/Outcome Monitoring Reports
 - A. Value of Public Land Timber Sales in Wisconsin
 - B. Wisconsin County Forests Spring Administrators Meeting March 19-20, 2020
 - C. Wisconsin County Forests Summer Tour June 25-26, 2020
 - D. Required Yearly Timber Stumpage Payments to Townships
 - E. Report on Winter Timber Sale Activity on County Forest Lands
- 7. Next Meeting Date, Time, Location: April 7, 2020, 12:30pm, Rm. 3, 212 River Dr., Wausau, WI 54403
 - A. Announcements/Requests/Correspondence
 - B. Future Agenda Items: Consider Approving the 2020 Spring Timber Sale Package, Forestry Division Expense/Revenue Report, Review of Proposed Policy Revisions to the Marathon County Forest Comprehensive Land Use Plan Chapters 700 900
- 8. Adjournment

SIGNED <u>/s/ Thomas Lovlien</u>
PRESIDING OFFICER OR DESIGNEE

ANY PERSON PLANNING TO ATTEND THIS MEETING WHO NEEDS SOME TYPE OF SPECIAL ACCOMMODATION IN ORDER TO PARTICIPATE SHOULD CALL THE COUNTY CLERK'S OFFICE AT 261-1500 OR E-MAIL infomarathon@mail.co.marathon.wi.us ONE BUSINESS DAY BEFORE THE MEETING.

			NOTICE POSTE	ED AT COURTHOUSE:
FAXED TO:	Daily Herald and other N	News Media Groups	By:	
FAXED BY:	Jodi Luebbe	<u> </u>	Date:	
FAX DATE/TIME:	February 25, 2020	9:00 a.m.	Time:	a.m/p.m

JANUARY 7, 2020 12:30PM

Members present: Arnold Schlei (c), James Bove

Excused: Rick Seefeldt

Also present: Tom Lovlien-Forest Administrator, Jamie Polley-Director, Chad Keranen-DNR Liaison, Andrea

Larson - IronBull Executive Director

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

Public Comment Period – None

<u>Approve Minutes</u> – **Motion** / second by Bove / Schlei to approve the minutes from the December 3, 2019 regular Forestry/Recreation Committee meeting. Motion **carried** by voice vote, no dissent.

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 Larson said last year they received approval to use the Nine Mile Snowmobile Trail for their race on a trial basis after the October 15th closing date to bikes. This year their race is scheduled on October 17, 2020 and she is asking permission to use the same route as well as for the following years. This item went to the Forest Citizen's Advisory Subcommittee and they unanimously recommended approval of that route on a yearly basis. Larson discussed the different race course routes and said the featured sections such as Nine Mile make the race unique. Lovlien said staff supports the race and did not hear any negative feedback. Questions were answered. **Motion** / second by Schlei / Bove to grant approval for the Ironbull Red Granite Grinder Race to use the snowmobile trail at Nine Mile on the third Saturday of October on a yearly basis. Motion **carried** by voice vote, no dissent.
- 2. Timbersale Closeout Twin Forest Products Contract #679-19 A closeout summary was previously provided. Lovlien reported that the estimated number of tons was 1490 tons and 2289.15 tons were cut. Total revenue for this sale was \$66,014.73. Lovlien's recommendation is to close Twin Forest Products contract #679-19 and return their Letter of Credit. **Motion** / second by Bove / Schlei to close Twin Forest Products contract #679-19 and return their Letter of Credit. Motion **carried** by voice vote, no dissent.
- 3. Request by Wausau School District for Use of Nine Mile Trails for Cross Country Meet October 17, 2020 Polley explained that in the Valley Conference there are seven high schools that are required to host the cross-country meet on rotating years. Three local schools have interest in using Nine Mile for this event which is always the third Saturday in October. The event would be held at Nine Mile three out of seven years. The last race was in 2016. It got over looked when the Nine Mile Use regulations were being drafted. This race is held on trails near the chalet with set-up and take down on the same day and has minimal effect on other users. Staff is in support and would like to support the high schools. **Motion** / second by Schlei / Bove to approve the request to allow the high school valley conference meet to occur at Nine Mile on the third Saturday in October 2020 and every year thereafter when Wausau East, West and D.C. Everest are the hosts. Motion **carried** by voice vote, no dissent.
- 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 Lovlien said this item had been discussed by members at the Environmental Resource Committee. He is adding some language about wireless broadband towers. **Motion** / second by Bove / Schlei to accept Chapters 400, 500 and 600. Motion **carried** by voice vote, no dissent.

Educational Presentations/Outcome Monitoring Reports

A. New Three Year Contract for Ragnar Trail Relay Race - A three year contract was renegotiated with Ragnar. They will now pay \$11.20 per participant plus ten percent of the food proceeds. If they have 2700 racers that could

generate over \$30,000 in revenue. It is well organized, has low impact on the resource and is good for the community.

B. Winter Recreational Program Update – Weather conditions have caused challenges when trying to groom Nine Mile. Lovlien said staff is working together with members of the Nordic Ski Club to figure out grooming practices that benefit the trails while realizing limitations of the equipment. With colder weather predicted trails should be in excellent condition. Polley discussed some ways they are trying to keep communication open between the ski club and staff such as having a club member ride along in the groomer.

Next Meeting Date & Time, Location – February 4, 2020 at 12:30pm, 212 River Dr., Rm. 3

- A. Announcements/Requests/Correspondence
- B. Future Agenda Items Timbersale Closeout, Land Acquisitions

Adjourn – Motion / second by Schlei / Bove to adjourn at 1:00 pm. Motion carried by voice vote, no dissent.

CLOSE OUT TIMBER SALES

Close out March 3, 2020

Sale 659-17 BELL TIMBER INC

	Estimated	Cut	
Red Pine Pulp	270 Tons	472.56 Tons	Red Pine Pulp
Spruce Pulp	420 Tons	562.02 Tons	Spruce Pulp
Mixed Hardwood Tops <	130 Tons	1034.58 Total	Tons Cut
	820 Tons		

Total Revenue for Sale: \$26,122.19

Balance: \$0.00
Bond Amount: \$4,207.65
Bond Type: Cash Bond

Recommendation: Close out and return cash bond

CLOSE OUT TIMBER SALES

Close out March 3, 2020

Sale 672-18 COUNTRY FOREST PROD

	Estimated	Cut	
Aspen Pulp	300 Tons	323.69 Tons	Aspen Pulp
Basswood Pulp	200 Tons	216.57 Tons	Basswood Pulp
Mixed Hardwood Pulp	3000 Tons	2803.42 Tons	Mixed Hardwood Pulp
	3500 Tons	3343.68 Total	Tons Cut
Ash Sawlogs	45 MBF	39.22 MBF	Ash Sawlogs
Basswood Sawlogs	25 MBF	26.95 MBF	Basswood Sawlogs
Hard Maple Sawlogs	15 MBF	9.02 MBF	Hard Maple Sawlogs
Red Maple Sawlogs	75 MBF	55.41 MBF	Red Maple Sawlogs
	160 MBF	130.60 Total	MBF Cut

Total Revenue for Sale: \$78,239.44

Balance: (\$5,720.56)
Bond Amount: \$22,432.50
Bond Type: Letter of Credit

Recommendation: Close out and return Letter of Credit

Project Schedule:

The Following is a Draft Timeline for Completion of the Plan and Approval Process. This Schedule is Subject to Change.

MARATHON (COUNTY FOREST PLANNING TIME LINE → 2021 - 2035
August 1, 2019	Environmental Resources Committee Reviews and Considers Approving Draft Public Participation Process and Timeline.
August 6, 2019	Marathon County Forestry/Recreation Committee Review and Considers Approving Public Participation Process and Timeline
August/September 2019	Identify Issues to Address With Plan Revisions
August 19 – Sept. 25, 2019	a. List Potential Issues (E-Mail/Mail Letter to Public/Local Organizations With Response Sheet
August 28, 2019	b. List Potential Issues (Staff)
September 3, 2019	c. List Potential Issues (Forestry/Recreation Committee)
September 3, 2019	d. List Potential Issues (Park Commission)
September 5, 2019	e. List Potential Issues (Environmental Resources Committee)
*September 18, 2019 CAC Committee Meeting	f. List Potential Issues (Forest Citizens' Advisory Subcommittee)
·	g. Forest Citizens' Advisory Subcommittee and Staff Review Current Plan and Recommends Revisions on Chapters 100 – 300.
	Forestry/Recreation Committee Review Recommendations to Chapters 100 – 300
October 2019	a. Changes Back to Staff
	5. Environmental Resources Committee Quarterly Update
October – December 2019 *December 18 CAC Committee Meeting	6. Forest Citizens' Advisory Subcommittee and Staff Review Current Plan and Recommends Revisions on Chapters 400 – 600.
	7. Forestry/Recreation Committee Review Recommendations to Chapters 400 – 600
January 2020	a. Changes Back to Staff
	8. Environmental Resources Committee Quarterly Update - January 2

January 2020 – March 2020 *March 18, CAC Committee Meeting	9. Forest Citizens' Advisory Subcommittee and Staff Review Current Plan and Recommends Revisions on Chapters 700 – 900.
	10. Forestry/Recreation Committee Review Recommendations to Chapters 700 – 900.
April 7, 2020	Park Commission Reviews Current Plan and Recommends Revisions to Chapter 900.
	a. Changes Back to Staff
	11. Environmental Resources Committee Quarterly Update – April, 2.
April 2020 – June 2020 *June 3 CAC Committee Meeting	12. Forest Citizens' Advisory Subcommittee and Staff Review Current Plan and Recommends Revisions to Chapter 1000-2000.
	13. Forestry/Recreation Committee Review Recommendations to Chapter 1000-2000.
July 7, 2020	a. Changes Back to Staff
	14. Environmental Resources Committee Quarterly Update - TBD
July 14, 2020	15. Open House/Public Meeting (30 Day Comment Period) July 15 – August 15.
September 1, 2020	16. Forestry/Recreation Committee and Environmental Resources Committee Approves Revised Plan and Sends to DNR for 30 Day Review. (September 15 – October 15, 2020)
November 3 and 5, 2020	16. Staff presents Final Revised Plan after DNR Changes are Incorporated to Forestry/Recreation and ERC Committee. ERC Recommends approval to County Board.
November 12, 2020	17. Marathon County Board Adopts Revised 15 Year Plan and Submits to DNR for Final Approval
December 2020	18. DNR Approves Marathon County Forest 15 Year Plan

Wausau and Marathon County Parks, Recreation, and Forestry Department 2019 County Forest Division Annual Report

January 1, 2019 - December 31, 2019

Program Highlights:

- Net timber sale revenue to Marathon County of \$591,768.
- Total net revenue for the Forestry Division program was \$651,546 and expenses were \$354,742. Returned \$296,804 to the general fund.
- Accepted a donation of 79.67 acres of land in the Town of Easton from the Wausau and Marathon County Parks Foundation and created a new Forest Unit called Miller Forest.
- Purchased 199.84 acres of land in the Harrison-Hewitt Forest Unit to add to the County Forest.
- Practiced sustainable forestry on 902 acres on the Marathon County Forest. This is based on closed out sales with DNR in 2019.
- Received 726 hours of WDNR technical and field assistance in completing work on the Marathon County Forest.
- Continued participation as a member of the Wisconsin County Forests Association Forest Legislative/Certification Committee.
- Began the revision of the 15-year County Forest Comprehensive Land Use Plan 2021-2035.
- Continued participation in the County Forest Administrator grant program that funds one-half the salary and fringe benefits of the Forest Administrator position.
- Continued participation in third party forest certification under the Sustainable Forestry Initiative (SFI) standard.
- Resurfaced 2.65 miles of roads and trails in LeatherCamp and Kronenwetter Forest Units adding 3302 yards of granite and 108 yards of breaker.
- The second High School Mountain Bike Race was held at Nine Mile County Forest Recreation Area with 709 participants resulting in \$5,689.00 in revenue. The same race will be held in 2020.
- Regulated uses at Nine Mile County Forest Recreation Area to allow all user groups to have safe and quality recreation experiences.
- Two regular Mountain Bike Races were held at Nine Mile County Forest Recreation Area with 584 participants resulting in \$7,795.25 in revenue for Marathon County.
- Nine Mile County Forest Recreation Area hosted the third annual Ragnar Trail relay running race with approximately 2900 participants resulting in \$21,294.00 in revenue.

Land Holdings:

Acreage in 2019:

County Forest - Regular County Forest Law	29,842.53
County Forest - Special County Forest Law	631.77
Total County Forest	30,474.30

Other Land Holdings:

Parking & road access	8.59
Farm Lease	80.00
McMillan Marsh Lease (DNR)	1,661.40
Under water, island & wetlands	192.74
Railroad ROW/Snowmobile Trail	<u>85.04</u>
Total Other Lands	2,027.77

Total Lands Managed: 32,502.07 Acres

Timber Management, Cultural Projects, and Reforestation:

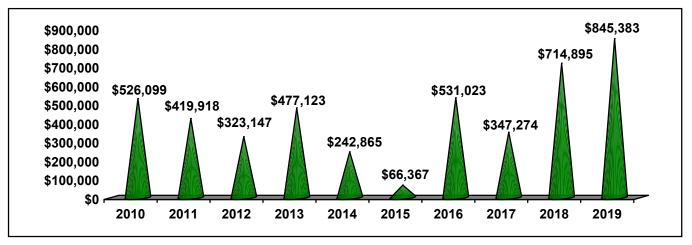
Timber Sales:

Timber sales generated 16,638 cords of pulpwood and 799,000 board feet of logs worth \$845,383.37(unaudited) in 2019. The following is a listing of the gross value of timber cut from the forest over the past 10 years:

2010	\$526,099.29	2015	\$66,366.74
2011	\$419,917.34	2016	\$531,022.66
2012	\$323,146.07	2017	\$347,274.04
2013	\$477,122.61	2018	\$714,895.21
2014	\$242,865.33	2019	\$845,383.37

Marathon County Forest

Timber Sales Annual Gross Revenue - Cut and Hauled

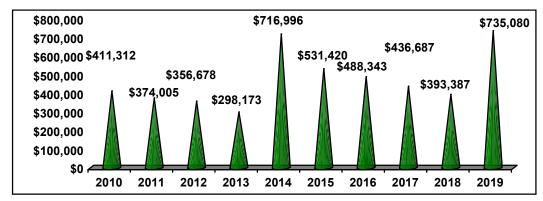


Other Timber Sale Data:

New sales – 10 were established on 644 acres with 15,323 cords appraised at \$701,970.75.

Marathon County Forest

Timber Sales Annual Sold Value



- 1. Sold sales 10 of 11 sales advertised were sold in 2019 for a value of \$735,080.30.
- 2. Uncompleted timber contracts 23 with 27,094 cord equivalents worth \$1,296,980.20.
- 3. Cut volume reports filed with DNR (form 2460):

Final reports – 15 sales worth \$1,149,070.86

Partial reports - 0 sales worth \$0.

- 4. Severance paid to DNR on interest free loans \$229,814.17.
- 5. Severance Tax Escrow for Town payments (10% of gross receipts) \$84,538.37.
- 6. Firewood permits 10 permits were issued worth \$300.00.
- 7. New sale establishment evaluated 694 acres for potential sale (established 644 acres).
- 8. Forest reconnaissance updated 2488 acres.
- 9. Completed a forest inventory and timber management recommendations for 118 acres at Mission Lake County Park.
- 10. Established and began administering a 23 acre timber sale at Mission Lake County Park.
- 11. Established and administered a 10 acre timber sale for the Marathon County Solid Waste Department.
- 12. Completed a forest inventory and timber management recommendations for the 1568 acre Big Eau Pleine County Park.

Cultural Projects:

- 1. Classified forest habitat types on 112 acres for inclusion in our GIS database.
- 2. Monitored for additional oak wilt areas in Nine Mile and Kronenwetter Forest Units.
- 3. Identified three new pockets of oak trees in Nine Mile infected with the oak wilt fungus, treatment on five trees was completed. All sites will be monitored in 2020.
- 4. Utilized a portion of a \$31,200 Sustainable Forestry grant to control invasive species and unwanted shrubs on several areas of the forest to promote hardwood and oak regeneration at Kronenwetter and Leather Camp Forest Units. Treatment will continue in 2020.
- 5. Treated areas of tansy, thistle and spotted knapweed on several wildlife flowage dikes and forest unit trails.
- 6. Completed deer browse surveys at Big Eau Pleine County Park. This will continue in 2020 and beyond.
- 7. Completed deer browse surveys on 115 acres of the Marathon County Forest.
- 8. Scarified 24 acres of the forest floor to prepare the site for oak acorn seedling germination at Kronenwetter Forest Unit using DNR heavy equipment.

Reforestation:

1. Planted 500 white spruce and white pine on a log landing area in the Kronenwetter Forest Unit.

Road, Trail, and Facility Construction and Maintenance:

- 1. APHIS trapped 68 beaver and removed 37 dams at problem locations in the county forest. Three dams were blown using dynamite.
- 2. Replaced 12 culverts at Nine Mile, Leather Camp, and Kronenwetter Forest Units and added granite in problem locations.
- 3. Brushed approximately 11 miles of roads and trails in the Burma Road Forest Unit.
- 4. Placed 3410 yards of granite and breaker on forest trails in the Kronenwetter and Leather Camp Forest Units.
- 5. Completed repairs to dikes and water control structures from muskrat and beaver damage.
- 6. Reconstructed several segments of Nine Mile ski trails to improve drainage and level the surface including repairs to several sections due to heavy use and erosion.
- 7. Performed normal maintenance on 190 miles of forest roads and trails.
- 8. Graded several sections of the Burma Road ATV trails to prevent erosion.
- 9. Inspected County Forest boundaries to control encroaching land uses.
- 10. Removed blown over trees on mountain bike, ski and hunter walking trails at Nine Mile and Leather Camp Forest Units.
- 11. Repaired gates on roads and trails that access the County Forest.
- 12. Repaired deer exclusion fences at Big Eau Pleine Park. They are installed to collect data on deer browsing.

Administration:

- 1. Continued the utilization of the DNR forestry reconnaissance program (WisFIRS).
- 2. Evaluated two parcels for potential land acquisition as an addition to County Forest land.
- 3. Applied and received a \$344,025.20 Knowles-Nelson Stewardship grant to help in the purchase 199.84 acres of land to add to the Harrison-Hewitt Forest Unit.
- 4. Revised the Event and Use Regulations policy for Nine Mile County Forest to minimize user conflicts and balance all the competing uses.
- 5. Developed policy and implemented principals of Forest Certification Sustainable Forestry Initiative (SFI) on the Marathon County Forest.
- 6. Drafted amendments to the County Forest Comprehensive Land Use Plan to reflect forest certification, language and policy changes.
- 7. Located and assisted in the purchase of approximately 100 cords of firewood for campers for use at the County Park campgrounds.
- 8. Assisted in the update of the 2019-2023 County Outdoor Recreation Plan for parks.
- 9. The Chief Ranger retired in August. Two Recreational Safety Deputies were hired and since late October removed five illegal tree stands from County Forest lands. Recreation Deputies also investigated reports of ten illegal tree stands on County Forest Land, issuing one citation. They investigated complaints of illegal snowmobile use on forest land, target shooting in forest unit parking lots, and destruction of property. At Nine Mile Forest Unit, Deputies have conducted numerous patrols checking for cross country ski passes issuing multiple warnings.
- 10. Issued five ATV/UTV disabled person access permits to people with disabilities for County Forest access.
- 11. Revisions were drafted to Chapter 16 of the County Forest Ordinances and were adopted by County Board in 2019.
- 12. Held quarterly meetings with the Forest Citizen's Advisory Subcommittee to discuss forestry and recreation issues.

Wildlife and Fisheries Management:

In cooperation with the Wisconsin Department of Natural Resources:

1. Maintained 17 flowages.

- 2. Mowed forest openings, Nine Mile and Harrison-Hewitt Forest Unit flowage dikes and the Bitzke Bird Walk trail.
- 3. Repaired severe muskrat and beaver damage on Steinke Dike at the Harrison-Hewitt Forest Unit utilizing a contractor.
- 4. Received a \$4,000 Pittman/Robertson grant and completed additional wildlife work on the County Forest.
- 5. Mowed most forest unit trails suitable for mowing.
- 6. Treated 17 out of 72 forest openings in the forest units by either mowing or applying herbicides. Three other openings were field checked and didn't need treatment.
- 7. Sheared 18 acres of tag alder in the Leather Camp Forest Unit to create habitat for grouse, woodcock and other early successional species.
- 8. Seeded 2.5 miles of roads and trails with a wildlife mixture in Kronenwetter and Leather Camp Forest Units.
- 9. Removed cattails in front of the water control structure at Bern Forest Unit utilizing Federal Emergency Management Agency (FEMA) funding. Removal of additional cattail masses will continue in 2020 and beyond.
- 10. Seeded 115 lbs. of wild rice in flowages at the Harrison-Hewitt Forest Unit.
- 11. Completed a furbearer track survey in Kronenwetter and Leather Camp Forest Units. Wolves, coyote, fisher and bobcat tracks were observed.
- 12. Chemically or manually treated tansy, spotted knapweed and thistle along 8.25 miles of trails and flowage dikes at the Harrison-Hewitt Forest Unit.
- 13. Testified in favor of additional antlerless tags to the County Deer Advisory Council (CDAC) in an attempt to reduce the deer population in areas of County Forests with tree regeneration problems.

Recreation:

Nine Mile County Forest Cross Country Ski Trails:

The ski season opened on January 24, 2019 and the chalet closed for the season on March 23, 2019.

The Wausau Nordic Ski Club offered free adult ski lessons on Tuesday evenings in January. However, two of these were cancelled due to the lack of snow. The County assisted by allowing free ski rental and free ski passes for those taking lessons. This partnership was developed to help promote the ski area and increase the interest in cross country skiing.

The Snekkevik ski race and Badger State Games were cancelled due to the lack of snow. Special Olympics was held and had 300 participants and \$714.76 in revenue. Stomp the Swamp Snowshoe race was again held in February with 44 participants resulting in \$644.00 in revenue. Total annual receipts associated with skiing and snowshoe activity was \$54,132.98.

Ski Trail Maintenance at Nine Mile Forest Unit:

- 1. Brushing of all trails is ongoing, and the efforts of the volunteers are greatly appreciated.
- 2. Volunteers from the Nordic Ski Club sponsored work days in October. They performed tasks such as rock picking, lifting trees and brushing trails.
- 3. Trail signs were inspected and damaged trail signs replaced, some new signage added, this work will continue in 2020 as the signage is evaluated and updated.
- 4. Numerous heavy rain events caused moderate to severe erosion on ski trails that was repaired by County operations staff in 2019.

Mountain Biking at Nine Mile Forest Unit:

The 2019 mountain bike season opened at noon on May 15 because the April snowstorms caused wet conditions. The bike trails closed as scheduled on October 15.

There were four Mountain Bike events held at Nine Mile in 2019; The Wisconsin Endurance Mountain

Bike Series, NICA High School Race, Wausau 24 and the first ever IronBull Granite Grinder. A total of 1144 daily passes and 490 annual passes were sold in 2019. Total receipts associated with mountain biking in 2019 totaled \$31,364.99. Central Wisconsin Off-Road Cycling Coalition, (CWOCC) continues to be a great partner in maintaining the trail system. The volunteers donate many hours of their time to maintain the single track trails.

Other Recreation:

- 1. Three cross country running races were held at Nine Mile in 2019.
- 2. Five ATV safety classes were held in the north parking lot at Nine Mile Forest Unit in 2019.
- 3. Issued twenty-six undesignated camping permits for county forests in 2019 resulting in \$390 in revenue.
- 4. The number of people using all County Forest Units continues to increase. Activities such as hiking, dog walking, berry picking and horseback riding are growing and the demand for more trails is increasing.

Recreational GIS Mapping:

- 1. Completed 22 ATV/Snowmobile grant maps for Marathon County.
- 2. Completed 3 new playground maps for resurfacing purposes for City Parks.
- 3. Completed a Nine Mile cross country lighted loop trail map.
- 4. Completed maps for parkland potential acquisitions near Brokaw.
- 5. Completed Sylvan Hill Park tubing hill snow depth map.
- 6. Created 2 new maps for the Eau Claire Dells and Marathon Park electrical upgrades.
- 7. Completed 12 different map edits for inclusion into the County Outdoor Recreation Plan.
- 8. Created 16 new plow maps for sidewalks/trails for Park Operation personnel to follow.
- 9. Created 4 new show shoe trail maps for Nine Mile Forest.
- 10. Created a Rivers Edge trail map.

Snowmobile Trails:

- 1. Trails were open 39 days during the 2018-19 season. Looking back 27 years, the seasonal average has been 45 days.
- 2. Six local snowmobile clubs contract with Marathon County to groom, sign, brush and perform other work related to maintaining the trail system on County Forest property.
- 3. Clubs are responsible for signing the trails to DNR specifications.
- 4. The Parks, Recreation and Forestry Department annually update the snowmobile trail map for the Snowmobile Council to print. This year a new map was NOT printed. In the future, a new map will be printed each year.
- 5. Printed trail maps are made available at numerous locations throughout Marathon County.
- 6. Marathon County snowmobile clubs continue to receive financial assistance for trail maintenance from the Snowmobile and ATV Aids Programs through grants administered by the Parks, Recreation and Forestry Department and disbursed by the DNR.
- 7. The snow and trail conditions hotline is no longer used for reporting snow conditions or trail changes. This was due to the long process for updating the automated message and with constantly changing weather conditions updates are needed to occur quickly.
- 8. Current trail conditions are also updated by the Parks, Recreation and Forestry Department on the Marathon County website, on Facebook and the Travel Wisconsin website.
- 9. The Snowmobile Automated Reporting System (SNARS) became mandatory for all snowmobile clubs statewide with the 2017-2018 season. SNARS is a computer program that was developed to improve the accurate and timely reporting of County trail maintenance expenses and other data to the DNR.

Burma Forest ATV/UTV Trails:

- 1. Summer trails were maintained using \$3,374.16 of State ATV/UTV trail maintenance funds. More work will be completed this summer in the Burma Forest Unit than was done the past season.
- 2. The Mid-Wisconsin Trailblazers ATV Club, through a contract with Marathon County, was responsible for the routine maintenance of 11 miles of summer ATV/UTV trails.
- 3. Volunteers from the Mid-Wisconsin Trailblazers ATV Club continued their trail patrol to encourage safe and ethical riding. Patrol members talked to other riders about the importance of staying on the trail.

Public Outreach/Professional Development:

- 1. Forest Administrator served as a member of the Wisconsin County Forests Association Legislative/Certification, Personnel, DNR Budget, Dues and Bylaws and Roads Committees.
- 2. Attended several Society of American Foresters, Wisconsin County Forests Association and Forest Certification training sessions.
- 3. A Recreation intern participated in a forest management job shadow with the County Forester.
- 4. County Forester gave a presentation on forest management to members of the Wisconsin Woodland Owners Association at Nine Mile Forest.
- 5. County Forester gave a presentation to 26 4K and kindergarten students on tree identification at DC Everest middle school.
- 6. County Forest Administrator and County Forester attended Safety and County Awareness training sessions.
- 7. Forest Administrator attended County IDEAS training.
- 8. County Forester attended Forest Metrix training using I-Pads for use in field data collection.
- 9. County Forester was appointed to the Parks, Recreation and Forestry Department Culture Action planning team.
- 10. Analyzed plant samples for insect and disease problems.
- 11. Interviewed by media on forestry related issues.
- 12. Created interpretive displays to educate the public about the benefits of sustainable forest management.
- 13. Attended leadership development meetings for Marathon County managers.

Budget Summaries (available upon request)

Forest Resources:

County Forest Program

County Forest Administrator

County Forest Road Aids

County Conservation Aids

FEMA Cattail Removal

Sustainable Forestry

Segregated Land

Wildlife Habitat

Forestry State Aid

Knowles-Nelson Stewardship

Debt Redemption:

General Debt - Aid to County Forest

Recreation:

Burma Trail ATV 19-20 Cross-Country Ski Trails General Fund - Snowmobile Coordinator Snowmobile Grant 19-20

RESOLUTION NO. R - - 20

PURCHASE OF CERES TIMBER LLC PROPERTY FOR COUNTY FOREST

WHEREAS, on December 18, 2018, the Marathon County Board of Supervisors approved Resolution #R-61-18 authorizing the application for funding through the Knowles-Nelson Stewardship Land Acquisition Grant program, secure an appraisal and negotiate the purchase with a landowner of 200 acres in the Town of Hewitt, Marathon County, Wisconsin, and;

WHEREAS, Ceres Timber LLC has accepted Marathon County's offer of \$370,000.00 for 200 acres under the terms of the attached Agreement of Purchase and Sale; and;

WHEREAS, the property is further described in addendum A attached to the Agreement of Purchase and Sale; and;

WHEREAS, the Wisconsin Department of Natural Resources has notified Marathon County it is eligible to receive a stewardship grant of \$186,995.00; and;

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends purchasing the Ceres property to meet the objectives of the Marathon County Forest Comprehensive Plan; and;

WHEREAS, Objective 5.2 of the 2018 – 2022 Marathon County Strategic Plan promotes sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth; and;

WHEREAS, Strategies "C" and "F" of the Strategic Plan are to acquire land for public park and forest use to retain natural landscapes and protect natural resources; and;

WHEREAS, this purchase of land meets Outcome Measure 3 of the Strategic Plan of acquiring an average of 320 acres of land per year for the Marathon County Parks and Forests system; and;

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County Forest land pursuant to SS 59.52(6) and 28.10, Stats; and;

WHEREAS, acquisition of this property would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration on the County Forest; and;

WHEREAS, the leadership of the Town of Hewitt supports the County acquiring the property;

NOW, THEREFORE, the Board of Supervisors of the County of Marathon does hereby ordain and resolve as follows:

- 1. To authorize the purchase of the Ceres Timber LLC property in accordance with the terms and conditions of the Agreement of Purchase and Sale; and;
- 2. That the County Forest blocking boundaries listed and described in Chapter 900 of the Marathon County Forest Comprehensive Land Use Plan 2006 2020 be amended to include this property;
- 3. Direct the property to be entered under Wis. Stats. 28.11 and be designated as regular County forest lands;

4. To authorize the proper County officials to execute the documents necessary to complete this transaction.

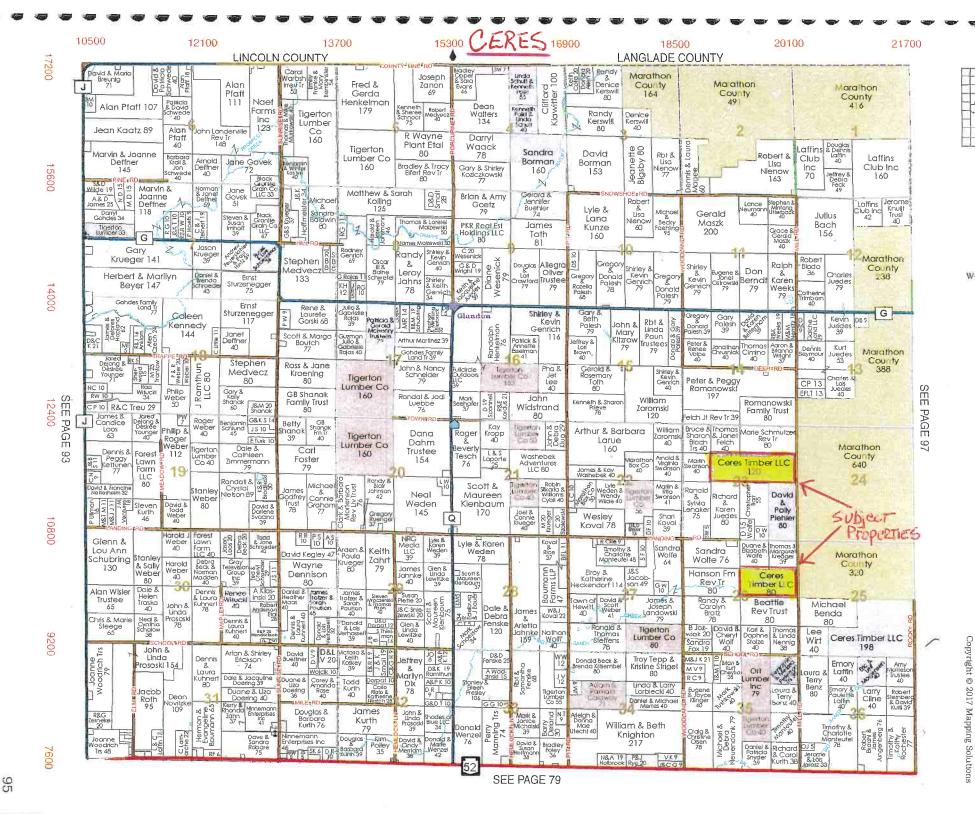
BE IT FURTHER RESOLVED that the County Clerk is directed to issue checks pursuant to this resolution and the Treasurer to honor said checks.

Dated this 24th day of March, 2020.

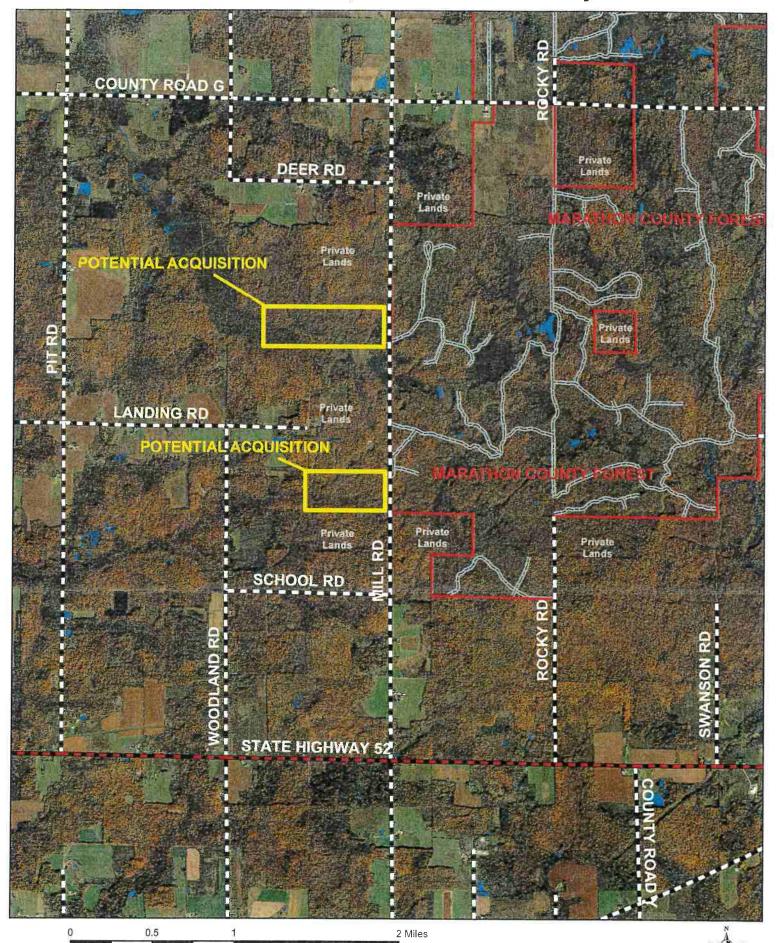
HUMAN RESOU	RCES, FINANCE AND PROPE	RTY COMMITTEE
ENVIRO	ONMENTAL RESOURCES COM	MMITTEE
FOR	RESTRY/RECREATION COMMI	TTEE

Fiscal Impact Estimate: In total \$373,990.00 for the purchase of this property to be funded as follows:

- 1. Land Purchase State Grant \$186,995.00
- 2. Forestry Segregated Land Purchase Account \$35,000.00
- 3. Forestry State Aid Account \$127,524.00
- 4. 2020 Parks, Recreation and Forestry Levy Budget \$24,471.00



Harrison-Hewitt Acquisition For County Forest



TIR Parcel Nos.: 8431 and 8432 Property Name: Ceres Timber

AGREEMENT OF PURCHASE AND SALE

(Wisconsin)

This AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into by and between **CERES TIMBER**, **LLC**, a Delaware limited liability company ("SELLER") and **MARATHON COUNTY**, a Wisconsin county and body corporate and politic ("BUYER").

1. <u>Conveyance</u>. In consideration of the mutual covenants contained herein, SELLER agrees to sell and convey and BUYER agrees to purchase and take title to, upon the terms herein set forth, all that tract or parcel of real estate containing approximately 200 acres, more or less, located in Marathon County, Wisconsin and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property").

2. Purchase Price and Payment.

- (a) The total purchase price for the Real Property shall be the sum of Three Hundred Seventy Thousand Dollars (\$370,000.00) (the "Purchase Price"). The Purchase Price shall be paid in immediately available funds by electronic wire funds transfer (Fedwire System) at the Closing as described in Section 5 below.
- (b) This is a sale in gross of tracts and not a sale by the acre of land. There is no warranty of acreage and there shall be no adjustment in the Purchase Price for any acreage discrepancies.
- (c) Except as provided in BUYER'S ADDENDUM A, which is attached hereto and incorporated herein, this is an all-cash sale and purchase and is <u>not</u> contingent upon financing even though BUYER may apply to a lending institution of BUYER's choice for a mortgage loan. BUYER understands and agrees that neither the receipt of a commitment from such a lending institution, their acceptance of such a commitment, nor their satisfaction of any condition set forth in such a commitment shall in any way be conditions of BUYER's obligations under this Agreement. SELLER makes no representation or warranty as to BUYER's ability to obtain financing.

3. <u>Disclaimer</u>; Waiver.

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to BUYER by SELLER, Broker, any of SELLER's members or affiliates, or each of their agents or representatives (collectively the "SELLER PARTIES") are provided as information only. SELLER PARTIES have not made, do not make, and have not authorized anyone else to make any representation as to: (i) the existence or non-existence of access to or from the Real Property or any portion thereof; (ii) the number of acres in the Real Property; (iii) the volume, type, condition or quality of timber on the Real Property (iv) logging conditions or feasibility; (v) the location of the Real Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any

portion of the Real Property as "wetlands"; (vi) the volume, type, condition or quality of minerals on the Real Property; (vii) the availability of railroad, water, sewer, electrical, gas or other utility services; (viii) the environmental conditions or requirements of the Real Property; (ix) the stability of soils; (x) the condition of any building structure or improvements on the Real Property: (xi) the suitability or fitness of the Real Property for any construction or development; (xii) the suitability of the Real Property for any purpose; (xiii) the current or projected income or expenses of the Real Property; (xiv) the transferability of the current MFL or FCL designation, if any; (xv) whether the Real Property will or will not be eligible for MFL or FCL designation after SELLER HEREBY Closing, or (xvi) any other matters related to the Real Property. ANY REPRESENTATIONS **EXPRESSLY** DISCLAIMS AND NEGATES WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE REAL PROPERTY, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE PROPERTY'S SELLER DOES NOT MAKE OR OPERATION. MAINTENANCE REPRESENTATIONS OR WARRANTIES THAT THE REAL PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.

- (b) BUYER expressly acknowledges that: (i) SELLER PARTIES have not made any representations or warranties whatsoever concerning the Real Property or any matters pertaining to the Real Property; (ii) in entering into this Agreement, BUYER is not relying on any such representations or warranties; and (iii) BUYER has relied on its own examination and investigation thereof. BUYER hereby waives its right, if any, to receive a real estate condition report as provided in Wisconsin Statutes Sections 709.02 and 709.08.
- (c) BUYER has examined and inspected or shall fully examine and inspect the Real Property and become thoroughly familiar with the title, condition, status and suitability of the Real Property. Unless BUYER terminates this Agreement by reason of any right to do so under this Agreement, BUYER is willing to and BUYER shall purchase the Real Property and SELLER shall sell the Real Property "AS IS, WHERE IS, with all faults" at the Closing.
- (d) BUYER, for itself and its successors and assigns, hereby waives and releases SELLER PARTIES from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that BUYER or its successors and assigns may be entitled to assert against SELLER PARTIES arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.
- **4.** Review Period. Buyer's Review Period shall last until the date of fulfilment of the contingencies in 1. A. of Buyer's Addendum A but shall not extend beyond the Closing Date.
- 5. <u>Time and Place of Closing; Escrow</u>. Upon mutual execution, the parties shall deposit a copy of this Agreement, and such other documents and monies as are required hereby into escrow established with Legends Title Services, LLC, having an address of 2225 Brackett

Avenue, Eau Claire, Wisconsin 54701 (the "Escrow Agent"). SELLER and BUYER shall each pay one half of the closing and escrow costs of the Escrow Agent; provided, however that costs relating to title insurance shall be allocated as set forth below and BUYER shall be responsible for all closing and escrow costs relating to BUYER's mortgage loan, if any. As referred to in this Agreement, Closing shall take place at or before 4:00 p.m. (Central Time) on May 29, 2020 or such earlier date as agreed by the parties (the "Closing Date"). Closing shall take place, in escrow, at the offices of the Escrow Agent. Closing shall mean the point at which all documentation and monies required to close the transaction have been delivered to escrow, including signed escrow instructions ("Closing"). The wire transfer for the Purchase Price must be initiated by noon on the Closing Date, and the deed may not be recorded until such wire transfer has been received by the Escrow Agent. Both parties agree to deliver to the Escrow Agent such other documents as the Escrow Agent may reasonably require to effect Closing, but without materially increasing such party's obligations, liabilities or expenses hereunder.

- 6. <u>Deed of Conveyance</u>. At the Closing, SELLER shall deliver a Special Warranty Deed (State Bar of Wisconsin Form 6-2003) conveying to BUYER title to the Real Property and warranting title against the claims of all persons claiming by, through or under SELLER, but against none other; provided, however, that the conveyance and the foregoing warranty shall be subject to (i) the terms and conditions of the <u>Addendum to Deed</u> attached hereto as <u>Exhibit D</u>, including without limitation the "<u>Permitted Exceptions</u>" (as set forth on the Addendum to Deed), which shall be attached to the deed of conveyance and (ii) all exceptions of title as noted on the title commitment provided by SELLER to BUYER and not objected to by BUYER or waived by BUYER pursuant to the title review procedure as set forth in Section 7 below, which list of exceptions shall be attached as an exhibit to the deed of conveyance.
- Title Review. SELLER shall order a preliminary commitment for a standard policy of title insurance and will provide same to BUYER as soon as reasonably possible. BUYER shall have fifteen (15) days from receipt of such commitment (or the expiration of Buyer's Review Period, if later) to furnish SELLER with a written statement of any title objections other than the Permitted Exceptions. If SELLER is unable or unwilling to cure the objections, then, upon written notice to BUYER, this Agreement shall be null and void and, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement, or BUYER may waive such defects and proceed to the Closing without a reduction in the Purchase Price. At Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.
- 8. <u>Managed Forest Law and/or Forest Crop Law Designations</u>. BUYER acknowledges and understands that the Real Property is currently enrolled in the Managed Forest Law ("<u>MFL</u>") program or the Forest Crop Law ("<u>FCL</u>") program in Wisconsin and is subject to certain provisions, conditions, and/or restrictions thereunder. BUYER understands that the Real

Property, as a stand-alone parcel, may no longer be eligible under the MFL and/or the FCL programs after Closing, and BUYER understands and agrees that it is BUYER's responsibility to confirm post-Closing MFL and/or FCL eligibility if desired by BUYER. BUYER agrees to execute such documents as may be required to transfer the MFL and/or FCL designations to BUYER at or after Closing. BUYER shall indemnify SELLER from and against any obligations (including penalties, withdrawal taxes and fees) that may arise as the result of the Real Property being removed from the MFL/FCL designations at or after Closing for any reason. SELLER hereby notifies to BUYER: (i) that changes you make to property that is subject to an entry designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties; (ii) that the Wisconsin Department of Natural Resources ("DNR") monitors compliance with the management plan under the MFL program; (iii) the DNR may be contacted at 1-888-WDNRINFo (1-888-936-7463) or as set forth at http://dnr.wi.gov/contact/ and DNR foresters may be contacted as set forth on Exhibit E attached hereto (list as of January 2013 — a regularly updated listing of DNR foresters is also available on the DNR's website at http://dnr.wi.gov/topic/forestlandowners/locator/); and (iv) the applicable entry period for the Real Property under the MFL Program is 50 years.

- 9. Prorations and Expenses. All real estate taxes for the calendar year of closing shall be prorated as of the Closing Date, and SELLER's pro rata share of taxes shall be credited to BUYER at the Closing. Tax prorations shall be based on the actual tax bill, if available, or, if it is not, on the prior year's tax bill. SELLER shall pay for any state property transfer taxes and will prepare the Deed. BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.
- 10. <u>Casualty Loss</u>. If, prior to the Closing, the value of the Real Property is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, BUYER shall have the right to terminate this Agreement by giving written notice to SELLER in which case, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement.
- by Bryan Dahlin of First Weber Realtors ("Broker") and confirms that adequate disclosure of such representation was provided prior to the execution hereof. If and when the sale and conveyance of the Real Property closes in accordance with the terms and provisions hereof, a real estate commission may be due to Broker, which amount shall be paid by SELLER pursuant to a separate agreement between SELLER and Broker. SELLER and BUYER represent and warrant, each to the other, that, except as expressly set forth in this section, no other party is entitled, as a result of the actions of SELLER or BUYER, as the case may be, to a real estate commission or other fee resulting from the execution of this Agreement or the sale and conveyance herein contemplated, and SELLER and BUYER hereby indemnify and hold each other harmless from and against any and all costs, damages or expenses (including reasonable attorney's fees) incurred or paid as a result of any breach of the foregoing representation and warranty by the indemnifying party.
- 12. <u>Default</u>. In the event of default by SELLER in its obligations hereunder, either party shall have the option to terminate this Agreement by written notice the other party, in

which event SELLER shall pay BUYER the sum of \$500.00 as liquidated damages as BUYER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by BUYER upon default by SELLER because of the uncertainty in ascertaining actual damages. In the event of default by BUYER, either party shall have the option to terminate this Agreement by written notice to the other party, in which event BUYER shall furnish SELLER with all reports and studies relating to the Real Property conducted by or for BUYER, BUYER shall pay SELLER the sum of \$500.00 as liquidated damages as SELLER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by SELLER upon default by BUYER because of the uncertainty in ascertaining actual damages. In no event shall SELLER be liable to BUYER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise. In no event shall BUYER be liable to SELLER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

13. Exchange.

[Intentionally Omitted].

- 14. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date personally delivered by messenger service, overnight courier service or telecopy (facsimile) transmission, or three (3) days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, to the parties at the address or telecopy/facsimile numbers as set forth on the signature page of this Agreement. E-mail addresses may be provided by each party for ease of communication, but official notice shall be by one or more of the methods set forth in the prior sentence unless the receiving party affirmatively acknowledges receipt of an e-mail notice.
- Actions of SELLER. SELLER agrees and covenants that upon and following the execution of this Agreement and until Closing of the purchase contemplated herein, SELLER shall not, without the prior written consent of BUYER, cut timber, convey timber rights, grant easements, leases, rights-of-way or servitudes, or grant or convey any portion of the Real Property, or in any way encumber the Real Property in a manner inconsistent with the rights and interests to be acquired by BUYER. BUYER's remedy in the event of SELLER's default are set forth in Section 12 above.
- 16. <u>Land Division</u>. If necessary, at BUYER's sole expense, BUYER shall cause the Real Property to be legally divided and segregated from the balance of SELLER's property prior to Closing, and BUYER, at BUYER's sole expense, shall process through the appropriate governmental agencies any and all land division applications, certified survey maps or other mapping and/or platting required to convey the Real Property. SELLER agrees to cooperate with BUYER in such land division process, provided that BUYER shall promptly reimburse SELLER for any reasonable out-of-pocket expenses of SELLER associated therewith. Prior to finalizing or filing, BUYER shall submit all surveys, plats or certified survey maps or other

mapping to SELLER for approval, which approval shall not be unreasonably withheld. If the sale contemplated by this Agreement creates a common boundary between BUYER and SELLER, BUYER agrees (i) to direct BUYER's licensed surveyor, if a survey is obtained by BUYER, to clearly mark such common boundary at BUYER's expense prior to Closing and (ii) that for a period of thirty (30) years following Closing, if BUYER its heirs or assigns shall construct a fence along the common boundary, the construction and maintenance of such fence during the thirty-year period shall be at the sole cost and expense of BUYER.

- 17. <u>Attorneys' Fees</u>. If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, each party shall pay its own attorneys' fees.
- 18. <u>Invalidity</u>. In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's, ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.
- 19. <u>Waiver of Jury Trial</u>. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (ACTION, PROCEEDING OR COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.
- 20. <u>Legal Relationships</u>. The parties to this Agreement execute the same solely as a SELLER and a BUYER. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement.
- 21. Assignment; Successors. BUYER shall not have the right to assign its rights under this Agreement, in whole or in part without SELLER's prior written consent, which consent shall not be unreasonably withheld. BUYER shall give SELLER written notice of the proposed assignment at least ten (10) days prior to Closing. The notice shall specify the name, address, and phone number of the proposed assignee(s). If the proposed assignment is less than a full assignment, the notice shall also state the portion of the Real Property subject to the assignment and the allocation of the Purchase Price. SELLER shall be under no obligation to close any partial assignment unless the entirety of the Real Property closes for the full Purchase Price in simultaneous transactions and any additional transaction costs are paid by BUYER. If BUYER makes an assignment of this Agreement, BUYER shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of the SELLER and BUYER shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

- **22.** <u>Time</u>. Time is of the essence of this Agreement and whenever a date or time is set forth in this Agreement, the same has been entered into and formed a part of the consideration for this Agreement. As used herein, the term "business days" shall mean a day other than a Saturday or Sunday on which banks are open for business in Atlanta, Georgia.
- **23.** Possession. Possession of the Real Property shall be granted to BUYER at the Closing.
- **24.** <u>Cooperation</u>. Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.
- 25. <u>Interpretation</u>. Both parties have reviewed this Agreement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.
- **26.** Counterparts; Faxed/Scanned Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. The parties agree that faxed and electronically-scanned signatures shall be binding.
- 27. Organization and Authority. SELLER and BUYER represent and warrant to the other that (i) each has the full right, power and authority to execute this Agreement and perform their respective obligations under this Agreement, and (ii) the execution and delivery of this Agreement has been duly authorized, and no further action or approval is required to cause this Agreement to be valid, binding and enforceable against the respective party in accordance with its terms.
- 28. <u>Survival</u>. The covenants, agreements, indemnities, representations and warranties contained in this Agreement shall survive the Closing and delivery and recording of the limited warranty deed or the termination for any reason of this Agreement.
- 29. <u>Use of Name</u>. BUYER acknowledges and agrees that the name "CeresTimber" (or any variation thereof) shall not be used by BUYER, or its assigns, in any way or on any activities conducted by or on behalf of BUYER, including advertisements.
- 30. <u>Complete Agreement</u>. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.
- 31. Offer and Acceptance. This Agreement shall be regarded as an offer by BUYER which shall remain open for acceptance by SELLER. BUYER understands and acknowledges that this Agreement is not binding on SELLER until SELLER countersigns below and that it may take ten (10) business-days or longer for SELLER to obtain the requisite internal corporate reviews and approvals. BUYER's offer shall be irrevocable until ten (10) business days after the Offer Date, which is the date of BUYER's execution of this Agreement (the "Offer Date"), after

which time BUYER may revoke BUYER's offer by written notice to SELLER if delivered to SELLER prior to SELLER's acceptance of this Agreement. Upon acceptance of this Agreement by SELLER, the resulting agreement shall be binding upon the parties.

32. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to conflict of law principles. The parties hereto hereby irrevocably submit to the jurisdiction of any Wisconsin State or United States Federal Court sitting in Eau Claire County, Wisconsin for any action or proceeding arising out of or relating to this Agreement or any other document or instrument executed in connection herewith.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated next to their signatures.

BUYER:

MARATHON COUNTY

Name: Jumie Title: Divector

Date of Execution: February Loth, 2020

SELLER:

CERES TIMBER, LLC

By: Vulcan Timber, LLC Its: Sole Member

By: Timberland Investment

Resources, LLC Its: Manager

Variable A

By: Timot y . Authorized Repre

Date of Execution: Reference 7,

Addresses for Notices:

SELLER:

Timberland Investment Resources, LLC 115 Perimeter Center Place, Suite 940

Atlanta, Georgia 30346 Attn: Christopher T. Mathis Phone #: (404) 736-3486 FAX #: (404) 848-2006 E-mail: mathis@tirllc.com

With a copy to:

Timberland Investment Resources, LLC 115 Perimeter Center Place, Suite 940 Atlanta, Georgia 30346

Attn: Craig Seaman, CF Phone #: (404) 736-3493 FAX #: (404) 848-2006 E-mail: cseaman@tirllc.com

BUYER:

Marathon County

Parks, Recreation and Forestry Department Attn: Jamie Polly, Director-Purchasing Agent

212 River Drive, Suite 2 Wausau, Wisconsin 54403 Phone #: (715) 261-1584

E-Mail: tom.lovlien@co.marathon.wi.us

EXHIBIT A

Legal Description of the Real Property

(Note: legal description on deed to match the title insurance commitment.)

The South Half (S ½) of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-three (23), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.:

040-3009-231-0996, 040-3009-231-0997, and 040-3009-232-0996

AND

The South Half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty-six (26), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.:

040-3009-261-0996 and 040-3009-261-0997

EXHIBIT B

Escrow Agent's Wiring Instructions & Contact Information

Wiring Instructions:

Bank:

CCFBank

Location:

Eau Claire, Wisconsin

Account of:

Legends Title Services, LLC

ABA No.:

291880330

Account No.:

20041526

Reference:

Ceres Timber, LLC sale to Marathon County, Marathon

County, WI

Contact Information:

Legends Title Services, LLC 2225 Brackett Avenue Eau Claire, WI 54701 Attention: Brenda LaGesse

Phone: (715) 514-5748 FAX: (715) 514-3716

E-mail: brenda@legendstitleservice.com

EXHIBIT C

[Intentionally Omitted]

EXHIBIT D

Addendum to Deed

By accepting this Deed, Grantee accepts and agrees to the following additional terms:

- A. GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, it being the intention of Grantor and Grantee that the Property is being conveyed "AS-IS", in its present condition and state of repair and that Grantee has made or caused to be made such inspection of the Property as Grantee deems appropriate.
- B. The following are, collectively, defined as the "Permitted Exceptions":
- (i) liens for taxes and assessments (both general and special) and other governmental charges (including, without limitation, storm, sewer, drainage, and sanitary district assessments, if any, and special taxes and assessments, including severance and yield taxes, if any, under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program, if applicable) which are not yet due and payable as of the date of this Deed;
- (ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (iii) any rights of the United States of America, the State of Wisconsin or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (iv) title to that portion of the Property, if any, lying below the ordinary high-water mark, and in the waters of and airspace over, waters abutting or on the Property, including a pond, creek or stream;
- (v) all easements, rights-of-way, licenses and other such similar encumbrances of record or which would be disclosed by an accurate survey or inspection of the Property;
- (vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (vii) public or private rights, if any, in such portion of the Property as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes;
- (viii) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds, claims of adverse possession or prescriptive easements, and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- (ix) prior reservations or conveyances of mineral rights or mineral leases of every kind and character relating to subsurface and surface substances (including without limitation coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto);
 - (x) any loss or claim due to lack of access to any portion of the Property;
- (xi) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Property; and
- (xii) if applicable, all requirements and obligations under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program (including, without limitation, penalties, withdrawal taxes and fees that may result if the Property is removed from either such program).

EXHIBIT E

LOCATION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES FORESTERS

COUNTY	ADDRESS	A I UKAL KESOUKC	TAD I.	JKES LEKS	PHONE
ADAMS	PO BOX 100	FRIENDSHIP	WI	53934	608-339-3386
ASHLAND	PO BOX 709	MELLEN	WI	54546	715-274-6321
BARRON	127 S FOURTH ST	BARRON	WI	54812-1638	715-637-6865
BAYFIELD	203 E BAYFIELD ST, PO BOX 545	WASHBURN	WI	54891	715-373-6165
BROWN & KEWAUNEE	2984 SHAWANO AVE.	GREEN BAY	WI	54313	920-662-5156
BUFFALO	COURTHOUSE, PO BOX 88	ALMA	WI	54610	608-685-6223
BURNETT	POBOX 51	WEBSTER	WI	54893	715-866-8201
CALUMET, FOND DU LAC &	625 CTY RD Y SUITE 700	OSHKOSH	WI	54901	920-424-3056
WINNEBAGO					
CHIPPEWA	711 N BRIDGE	CHIPPEWA FALLS	WI	54729	715-726-7885
CLARK	400 HEWETT ST, RM 106	NEILLSVILLE	WI	54456-1924	715-743-5134
COLUMBIA	W7303 CO HWY CS	POYNETTE	WI	53955	608-635-8113
CRAWFORD	PO BOX 186	GAYS MILLS	WI	54631	608-735-4672
DANE	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3234
DODGE & JEFFERSON	N 7725 HWY 28 NORTH	HORICON	WI	53032	920-387-7884
DOOR	110 S NEENAH AVE	STURGEON BAY	WI	54235-2718	920-746-2880
DOUGLAS	9547 CTY HWY Y	GORDON	WI	54838	715-376-2299
DUNN	921 BRICKYARD RD	MENOMONIE	WI	54751	715-232-1516
EAU CLAIRE	PO BOX 4001	EAU CLAIRE	WI	54701	715-839-3782
FLORENCE	4842 FORESTRY DR	FLORENCE	WI	54121-9715	715-528-4400
FOREST	404 N LAKE	CRANDON	WI	54520	715-478-3717
GRANT	150 W ALONA LN, SUITE 3	LANCASTER	WI	53813	608-723-2397
GREEN	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3205
GREEN LAKE & MARQUETTE	363 CHURCH ST	MONTELLO	WI	53949	608-297-2888
IOWA	1500 N JOHNS ST	DODGEVILLE	WI	53533-2116	608-935-1917
IRON	5291 N STATE HOUSE CIRCLE	MERCER	WI	54547	715-476-7844
JACKSON	910 HWY 54 EAST	BLACK RIVER FALLS	WI	54615-9276	715-284-1432
JEFFERSON	N7725 STATE RD 28	HORICON	WI	53032	920-387-7884
JUNEAU	PO BOX 288	MAUSTON	WI	53948	608-847-9394
KENOSHA, RACINE &	9531 RAYNE RD, SUITE 4	STURTEVANT	WI	53177	262-884-2390
WALWORTH					
LA CROSSE	3550 MORMON COULEERD	LA CROSSE	WI	54601	608-785-9007
LAFAYETTE	1900 ERVIN JOHNSON DR	DARLINGTON	WI	53530	608-776-3064
LANGLADE	223 E STEINFEST RD	ANTIGO	WI	54409-0310	715-623-4190
LINCOLN	101 EAGLE DR	MERRILL	WI	54452	715-536-2152
MANITOWOC	2220 E CTH V	MISHICOT	WI	54228-9467	920-755-4984
MARATHON	5301 RIB MOUNTAIN DR	WAUSAU	WI	54401	715-359-5863
MARINETTE	PO BOX 199	WAUSAUKEE	WI	54177	715-856-9152
MENOMINEE	PO BOX 670	KESHENA	WI	54135	715-799-3405
MILWAUKEE & WAUKESHA	S91 W39091 HIGHWAY 59	EAGLE	WI	53119 54656	262-594-6209 608-269-6901
MONROE	820 INDUSTRIAL DR, SUITE 4	SPARTA	WI	54154	920-846-2980
OCONTO	PO BOX 96	OCONTO FALLS	WI	54501	715-365-2634
ONEIDA	PO BOX 576	RHINELANDER APPLETON	WI	54914	920-832-2747
OUTAGAMIE	3369 W BREWSTER ST	HARTFORD	WI	53027	262-670-3404
OZAUKEE & WASHINGTON	3544 KETTLE MORAINE RD	DURAND	WI	54736	715-672-4153
PEPIN	PO BOX 39 PO BOX 428	ELLSWORTH	WI		715-273-5525
PIERCE		BALSAM LAKE	WI	54810	715-485-3518
POLK	941 MALLARD LN, RM 104 301 CEDAR ST WEST	STEVENS POINT	WI	54481	715-344-2752
PORTAGE	104 S EYDER AVE	PHILLIPS	WI	54555	715-339-3001
PRICE		RICHLAND CENTER	WI	53581	608-647-8584
RICHLAND	26136 EXECUTIVE LN SUITE C	JANESVILLE	WI	53545	608-743-4830
ROCK	2514 MORSE ST	LADYSMITH	WI	54848-9309	715-532-3737
RUSK	N4103 STATE HWY 27	BALDWIN	WI	54002	715-684-2914
ST. CROIX	890 SPRUCE ST 505 BROADWAY ST BLDG 2	BARABOO	WI	53913	608-355-4476
SAUK	10220N STATE RD 27S	HAYWARD	WI	54843	715-634-9658
SAWYER		SHAWANO	WI	54166	715-526-4222
SHAWANO	647 LAKELAND RD 1155 PILGRIM RD	PLYMOUTH	WI	53073	920-892-8756
SHEBOYGAN		MEDFORD	WI	54451	715-748-4955
TAYLOR	660 WHEELOCK ST PO BOX 645	WHITEHALL	WI	54773	715-538-4480
TREMPEALEAU			WI	54665	608-637-3784
VERNON	220 AIRPORT RD	VIROQUA EAGLE RIVER	WI	54521	715-479-4771
VILAS	1861 HWY 45 NORTH	SPOONER	WI	54801-1255	715-635-4086
WASHBURN	810 W MAPLE ST	WAUPACA	WI	54981	715-258-8432
WAUPACA	N2480 HARTMAN CREEK RD	WAUTOMA	WI	54982	920-787-4686
WAUSHARA	427 E TOWER DR, SUITE 100	WISCONSIN RAPIDS	WI	54494	715-421-7819
WOOD	473 GRIFFITH AVE	WIDCOUDIN KAPIDO	AAI	34424	115-421-1017

BUYER'S ADDENDUM A

1. Contingencies:

- a. This Agreement is contingent upon approval of this purchase, under the terms herein provided, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- b. This Agreement is contingent upon the BUYER's ability to obtain a Knowles-Nelson Stewardship grant of not less than \$186,995.00 from the Wisconsin Department of Natural Resources ("WDNR"). This contingency shall be satisfied by BUYER if it provides a copy of written evidence of approval by WDNR to SELLER prior to Closing. This Agreement shall be terminated if BUYER provides a copy of written evidence to the SELLER that WDNR has denied BUYER's application for Knowles-Nelson Stewardship Funding.

2. Additional Provisions.

- a. Consistent with Section 7 of the Agreement, at Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.
- b. Consistent with Section 9 of the Agreement, SELLER shall pay for any state property transfer taxes and will prepare the Deed.
- c. Consistent with Section 9 of the Agreement, BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.
- d. Consistent with Section 2(c) of the Agreement there is no financing contingency. BUYER is a political subdivision of the State of Wisconsin with taxing authority.
- e. SELLER understands that BUYER is not acquiring the property by condemnation. BUYER has not exercised or threatened to exercise its power of eminent domain. SELLER and BUYER both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction.
- f. SELLER warrants all it will not intentionally harvest timber present on the TL-property Real Property from the Offer Date until the Closing Date or the date this Agreement is terminated or otherwise not accepted, whichever is sooner.

g. There is no earnest money involved in this transaction.

Leases.

To SELLER's Knowledge, there are no leases or licenses for timber rights, written or oral, entered into by SELLER during its ownership of the Real Property affecting all or any portion of the Real Property (provided, however, the foregoing representation expressly excludes any and all licenses, leases, or grants of any kind made by SELLER related to the Real Property's status as open MFL, those set forth on the title to the Real Property, and those, oral or written, to BUYER for ATV or trail access). "SELLER's Knowledge" (and any derivation thereof, whether or not capitalized) means the actual (and not the constructive) current knowledge, without any duty or obligation of additional inquiry, of Craig Seaman, Senior Investment Forester for Timberland Investment Resources, LLC (the manager of Ceres Timber, LLC).

4. Gratuities and Kickback.

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

COMPLETED PUBLIC FOREST TIMBER SALES CY1995-2019

2016 2017	615 585	40,616 41,003	\$39,383,277 \$38,227,565	21,845 18,332	695,279 675,960	743,787 716,560	\$ \$	52.95 53.35	\$ 969.65
2015	654	46,894	\$40,342,248	19,109	831,182	873,710	\$	46.17	\$ 860.29
2014	727	49,563	\$35,680,651	20,998	814,137	860,884	\$	41.45	\$ 719.9
2013	713	50,971	\$31,711,009	19,591	791,686	835,188	\$ \$	37.97	\$ 622.1
2012	798	59,624	\$37,092,403	20,043	800,913 968,472	1,013,008	\$	35.95 36.62	\$ 613.9
2011	743	49,193	\$29,643,054 \$30,199,644	17,292 17,609	796,119	834,916 840,079	\$	35.50	\$ 607.3
2010	800	47,765 48,808	\$30,287,089	17,509	797,521	852,657	\$	35.52	\$ 634.0
2008	808 793	50,238	\$30,355,825	17,273	787,719	829,431	\$	36,60	\$ 604.2
2007	751	44,199	\$27,227,721	19,454	652,900	700,928	\$	38.85	\$ 616.0
2006	687	41,779	\$24,901,256	15,169	640,953	677,349	\$	36.76	\$ 596.0
2005	758	44,800	\$23,583,189	17,539	689,054	732,417	\$	32.20	\$ 526.4
2004	804	44,943	\$21,496,219	15,858	693,613	730,027	\$	29.45	\$ 478.3
2003	824	48,225	\$21,270,916	13,700	696,396	728,975	\$	29.18	\$ 441.0
2002	778	41,235	\$17,976,414	11,852	614,645	642,142	\$	27.99	\$ 435.9
2001	752	40,543	\$16,047,381	13,394	611,022	642,671	\$	24.97	\$ 395.8
2000	812	42,234	\$16,550,136	12,040	618,446	647,723	\$	25.55	\$ 391.8
1999	835	43,721	\$15,431,106	13,036	662,224	694,693	\$	22.21	\$ 352.9
1998	666	36,388	\$11,824,737	8,732	543,798	565,156	\$	20.92	\$ 324.9
1997	863	44,411	\$13,444,619	11,920	689,692	719,817	\$	18.68	\$ 302.7
1996	889	44,025	\$11,262,245	9,622	712,457	735,775	\$	15.31	\$ 255.8
1995	1066	54,022	\$10,495,187	16,450	799,372	838,726		12.51	\$ 194.2
1996	889	44,025	\$11,262,245	9,622	712,457	735,775	\$	12.51 15.31	\$

Ave. 763 45,915 \$26,602,389 16,918 730,880 770,644 \$ 33.87 \$ 578.21

Rpt. 28	BB Cor	mpleted Sal	es				_			
Year	# of Sales	Acres	\$ Stumpage	MBF	Cords	Cd. Equiv.	Avg	. \$/ Cd Eg.	A۱	g. \$/Acre
1995	111	10,364	\$2,367,918	2,470	170,676	177,210	\$	13.36	\$	228.48
1996	89	8,114	\$2,099,306	2,427	128,179	135,178	\$	15.53	\$	258.73
1997	77	5,979	\$1,987,151	951	94,305	97,085	\$	20.47	\$	332.36
1998	66	5,806	\$2,719,765	1,203	90,367	93,513	\$	29.08	\$	468.44
1999	67	4,383	\$1,617,435	927	67,235	70,813	\$	22.84	\$	369.02
2000	77	4,912	\$2,212,708	1,063	66,526	69,323	\$	31.92	\$	450.47
2001	120	8,336	\$4,332,195	4,817	123,821	135,554	\$	31.96	\$	519.70
2002	113	6,318	\$3,325,968	2,870	92,076	99,476	\$	33.43	\$	526.43
2003	74	5,274	\$3,062,599	4,106	81,621	91,504	\$	33.47	\$	580.70
2004	63	4,437	\$2,584,769	4,118	69,844	79,455	\$	32.53	\$	582.55
2005	91	5,925	\$3,980,353	2,172	107,135	112,523	\$	35.37	\$	671.79
2006	65	5,918	\$4,479,904	1,596	97,259	101,665	\$	44.07	\$	757.00
2007	63	5,590	\$3,714,148	2,181	88,735	95,740	\$	38.79	\$	664.43
2008	97	9,130	\$6,068,549	4,464	137,694	150,736	\$	40.26	\$	664.68
2009	82	6,422	\$3,497,586	2,583	104,586	113,107	\$	30.92	\$	544.63
2010	105	12,628	\$8,606,554	5,532	224,176	236,824	\$	36.34	\$	681.55
2011	98	10,974	\$7,358,062	3,704	186,993	195,455	\$	37.65	\$	670.50
2012	93	9,734	\$6,157,909	2,510	147,326	152,970	\$	40.26	\$	632.62
2013	100	10,565	\$6,763,177	4,470	158,614	168,803	\$	40.07	\$	640.15
2014	103	9,460	\$6,246,162	1,470	151,214	154,503	\$	40.43	\$	660.27
2015	104	9,971	\$7,434,265	2,689	164,085	170,085	\$	43.71	\$	745.59
2016	101	9,087	\$7,166,709	2,915	152,442	158,940	\$	45.09	\$	788.68
2017	95	7,890	\$6,276,365	3,191	129,757	137,174	\$	45.75	\$	795.48
2018	83	8,910	\$6,719,229	2,242	140,585	145,581	\$	46.15	S	754.12
2019	101	11,261	\$7,606,297	3,439	185,867	193,515	\$	39.31	\$	675.45
otals	2,238	197,388	\$118,385,083	70,111	3,161,118	3,336,732			-	The state of the s
ve.	90	7,896	\$4,735,403	2,804	126,445	133,469	\$	34.75	\$	586.55

Rpt. 28	OTHER ST	ATE LANDS	The same of the sa							
Year	# of Sales	Acres	\$ Stumpage	MBF	Cords	Cd. Equiv.	Avg	\$/ Cd Eq.	Av	g. \$/Acre
1995	104	2,899	\$622,109	937	44,262	46,385	\$	13.41	\$	214.59
1996	95	3,485	\$958,703	1,753	47,954	51,865	\$	18.48	\$	275.09
1997	99	2,990	\$1,012,765	765	48,108	49,824	\$	20.33	\$	338.72
1998	73	1,864	\$667,432	471	32,080	33,166	\$	20.12	\$	358.06
1999	95	2,676	\$1,015,789	1147	39,403	42,024	\$	24.17	\$. 379.59
2000	89	3,077	\$1,200,219	3,144	42,329	49,621	\$	24.19	\$	390.06
2001	78	2,683	\$1,256,018	1,103	45,655	48,096	\$	26.11	\$	468.14
2002	57	* 2,167	\$1,140,196	552	36,906	38,183	\$	29.86	\$	526.16
2003	92	3,056	\$1,571,949	910	56,687	58,784	\$	26.74	\$	514.38
2004	63	2,568	\$1,208,547	795	42,555	44,353	\$	27.25	\$	470.62
2005	67	2,506	\$1,388,655	1,060	46,258	48,596	\$	28.58	\$	554.13
2006	58	1,940	\$1,126,435	1,325	29,931	33,243	\$	33.88	\$	580.64
2007	69	2,772	\$1,731,410	943	44,305	46,427	\$	37.29	\$	624.61
2008	128	5,953	\$3,550,621	1,860	102,315	106,474	\$	33.35	\$	596.44
2009	154	5,709	\$3,126,522	2,641	100,297	106,016	\$	29.49	\$	547.65
2010	93	3,804	\$2,189,607	1,767	69,116	73,062	\$	29.97	\$	575.61
2011	117	4,738	\$2,923,693	1,928	85,035	89,330	\$	32.73	\$	617.07
2012	97	4,443	\$2,566,562	2,059	83,787	88,347	\$	29.05	\$	577.66
2013	142	6,360	\$3,878,254	2,188	123,282	128,156	\$	30.26	\$	609.79
2014	131	7,070	\$4,836,208	2,942	131,150	137,676	\$	35.13	\$	684.05
2015	136	6,960	\$4,172,200	4,558	109,706	119,936	\$	34.79	\$	599.45
2016	125	5,707	\$3,878,130	2,332	92,343	97,495	\$	39.78	\$	679.54
2017	141	7,797	\$5,987,687	4,600	139,126	149,434	\$	40.07	\$	767.95
2018	120	7,281	\$4,230,142	3,450	105,286	112,912	\$	37.46	\$	580.98
2019	125	6,904	\$5,273,393	2,585	125,561	131,267	\$	40.18	\$	763.82
Totals Ave.	2,548 102	107,409 4,296	\$61,513,246 \$2,460,530	47,814 1,913	1,823,437 72,937	1,930,661 77,226	\$	29.71	\$	531.79

₹pt. 28	В С	ompleted Sa	les								
Year	# of Sales	Acres	\$	Stumpage	MBF	Cords	Cd. Equiv.	Avg.	\$/ Cd Eq.	Avg.	\$/Acre
1995	215	13,263	\$	2,990,027	3,407	214,938	223,595	\$	13.37	\$	225.4
1996	184	11,599	\$	3,058,009	4,180	176,133	187,043	\$	16.35	\$	263.6
1997	176	8,969	\$	2,999,916	1,716	142,413	146,909	\$	20.42	\$	334.4
1998	139	7,670	\$	3,387,197	1,674	122,447	126,679	\$	26.74	\$	441.6
1999	162	7,059	\$	2,633,224	2,074	106,638	112,837	\$	23.34	\$	373.0
2000	166	7,989	\$	3,412,927	4,207	108,855	118,944	\$	28.69	\$	427.2
2001	198	11,019	\$	5,588,213	5,920	169,476	183,650	\$	30.43	\$	507.1
2002	170	8,485	\$	4,466,164	3,422	128,982	137,659	\$	32.44	\$	526.3
2003	166	8,330	\$	4,634,548	5,016	138,308	150,288	\$	30.84	\$	556.3
2004	126	7,005	\$	3,793,316	4,913	112,399	123,808	\$	30.64	\$	541.5
2005	158	8,431	\$	5,369,008	3,232	153,393	161,119	\$	33.32	\$	636.8
2006	123	7,858	\$	5,606,339	2,921	127,190	134,908	\$	41.56	\$	713.4
2007	132	8,362	\$	5,445,558	3,124	133,040	142,167	\$	38.30	\$	651.23
2008	225	15,083	\$	9,619,170	6,324	240,009	257,210	\$	37.40	\$	637.75
2009	236	12,131	\$	6,624,108	5,224	204,883	219,123	\$	30.23	\$	546.0
2010	198	16,432	\$	10,796,161	7,299	293,292	309,886	\$	34.84	\$	657.02
2011	215	15,712	\$	10,281,755	5,632	272,028	284,785	\$	36.10	\$	654.39
2012	190	14,177	\$	8,724,471	4,569	231,113	241,317	\$	36.15	\$	615.40
2013	242	16,925	\$	10,641,432	6,658	281,896	296,959	\$	35.83	\$	628.74
2014	234	16,530	\$	11,082,369	4,411	282,363	292,179	\$	37.93	\$	670.44
2015	240	16,931	\$	11,606,465	7,247	273,791	290,021	\$	40.02	\$	685.52
2016	226	14,794	\$	11,044,839	5,247	244,786	256,435	\$	43.07	\$	746.58
2017	236	15,687	\$	12,264,052	7,791	268,883	286,609	\$	42.79	\$	781.80
2018	203	16,191	\$	10,949,371	5,692	245,871	258,492	\$	42.36	\$	676.26
2019	226	18,165	\$	12,879,690	6,024	311,429	324,771	\$	39.66	\$	709.04
otals	4,786	304,797		179,898,328	117,925	4,984,557	5,267,393	0.20	STATE SOLD	(359)	
ive.	191	12,192		7,195,933	4,717	199,382	210,696	\$	32.91	\$	568.29

^{*} State & County - Rpt, 36A & 37A or 28B

1/2/20 KB

^{*}State Forests include NF & SF prop types (also FR prior to 2012)

^{**}Other State Lands include all other prop types (except NF & SF)(excluded FR prior to 2012).

^{***}Data also available from Rpt. 28B (County Forest Lands-All, DNR State Forests-All, & DNR State Lands (Excl. State Forests)-All)

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Wisconsin County Forests Association

Norman Bickford President Burnett County

Joe Waichulis Vice President Clark County

Greg Sekela Treasurer Oconto County

Al Mans Director Marinette County

Myron Brooks Director Taylor County

Ed Kelley Director Florence County

Bill Schradle Director Barron County

Tom Thompson, Jr. Director Iron County

Phil Schneider Director Rusk County

Romaine Quinn Director Washburn County

William Bialecki Director Lincoln County

Arnold Schlei Director Marathon County

Ed Wafle Director Juneau County

Alan VanRaalte Director Oneida County

Michael Luedeke Director-at-Large Spooner, WI

Henry Schienebeck Director-at-Large Rhinelander, WI Rebekah Luedtke Executive Director

Gary Zimmer Asst. Executive Director

Wisconsin County Forests Association 2020 Spring County Forest Administrators Meeting Thursday, March 19 & Friday, March 20

Hotel Marshfield, 2700 S. Central Avenue, Marshfield, WI 54449 715-387-2700 or Toll Free 855-583-2700

AGENDA

Thursday, March 19, 2020

7:30 a.m. - Registration, Continental Breakfast

8:00 a.m. – Welcome, Pledge of Allegiance, Roll Call of Counties – Rick Dailey, President, County Forest Administrators

8:15 a.m. - Opening Address - Rebekah Luedtke, WCFA Executive Director

8:30 a.m. – *Comments from the Office of the State Forester* – Heather Berklund, Division of Forestry, WDNR

8:45 a.m. – *Welcoming the 30th Wisconsin County Forest* – Doug Brown, County Forest & Public Lands Specialist, WDNR, Kason Morley, Adams County and others

8:55 a.m. - *Current County Forest Issues* – Doug Brown, County Forest & Public Lands Specialist, WDNR

9:30 a.m. - Tribal Gathering Rights - Mark Herman, Deputy Chief Legal Counsel, WDNR

10:15 a.m. - Morning Break

10:30 a.m. - *Wisconsin's Freshwater Mussels: The Hidden Strengths of Mussel Conservation* – Jesse Weinzinger, Conservation Biologist, WDNR

11:15 a.m. – *Using Historical Fire as a Reference for Management of Wisconsin Pine Forests* – Jed Meunier, Research Scientist, Division of Forestry, WDNR

12:00 p.m. - Lunch

1:00 p.m. – *Status of the Papermaking Industry* – Scott Suder, President, Wisconsin Paper Council

1:45 p.m. – *County Forests, DNR and the Worker Protection Standard* – Becky Gray, Forest Health Team Leader. WDNR

Address: 3243 Golf Course Rd., PO Box 70
Rhinelander, WI 54501
Telephone: 715-282-5951
E-mail: wcfa@frontier.com
Website: www.wisconsincountyforests.com

Wisconsin County Forests Association

- 2:15 p.m. Wisconsin's Fire Management Program Jim Barnier, Fire Program Manager, WDNR
- 2:45 p.m. Afternoon Break
- 3:00 p.m. Working with DNR Law Enforcement Protecting the People and Natural Resources of Wisconsin, Casey Krueger, Chief Warden, Bureau of Law Enforcement, WDNR
- 3:30 p.m. The Forest Health Round Up A Year in Review, Paul Cigan, Forest Health Specialist, WDNR
- 4:00 p.m. Annual County Forest Administrators Business Meeting
 Report from County Forest Administrators President Rick Dailey
 Report from Legislative/Forest Certification Committee Mike Peterson
 Report from Motorized Recreation Committee Jason Nichols
 Election of new President Elect
 What's going on in your county?
 Items from the floor

5:00 p.m. – Social Hour

6:00 p.m. - Banquet

Friday, March 20, 2020

7:30 – 8:00 a.m. – Registration and Continental Breakfast

8:00 a.m. - Carbon Credits/Carbon Markets - Brian Anderson, FIA Analyst, WDNR

8:30 a.m. - *Wisconsin Ruffed Grouse Management Plan, 2020-2030* – Mark Witecha, Upland Wildlife Ecologist & Farm Bill Specialist, WDNR

9:00 a.m. – *State Natural Areas, High Conservation Value Forests, and Representative Sample Areas in County Forest Plans*– Dave Sample, Ecologist and Matt Zine, Conservation Biologist, WDNR

9:45 a.m. - Legislative Update - Shawn Pfaff, WCFA Lobbyist, Pfaff Public Affairs

10: 15 a.m. - Morning Break

10:30 a.m. - Trail Standards Guidance - Dave Kafura, Forest Hydrologist, WDNR

11:00 a.m. – *Ticks and Mosquitoes in Wisconsin* - Gebbiena Bron and Xia Lee, Midwest Center of Excellence for Vector-Borne Disease

11:45 p.m. - Door Prizes (Must be Present to Win)

11:50 p.m. – Closing Remarks - Rick Dailey

The meeting has been approved for the following SAF CFE Category 1 credits:

Day 1 - x.x CF

Day 2 - x.x CF

The meeting has been approved for the following SFI credits through FISTA: Day 1 - x hours Day 2 - x hours

Address: 3243 Golf Course Rd., PO Box 70 Rhinelander, WI 54501 Telephone: 715-282-5951 E-mail: wcfa@frontier.com Website: www.wisconsincountyforests.com



January 30, 2020

TIMBER STUMPAGE PAYMENT

Monins S. Il

Dear Town Board:

For each township that contains Marathon County Forest Land within its boundaries, we are required by state statute to pay 10% of our yearly timber stumpage revenues back to the Townships. Your Township's timber stumpage payment for 2019 is enclosed.

Our total stumpage revenue for 2019 was \$845,383.70. Your payment is based on the percentage of acres of Marathon County Forest Land in your township. (see attached).

If you have any questions, please feel free to contact me.

Thomas G. Lovlien Forest Administrator

TGL/jl

Enclosures







Wisconsin Depart of Natural Resources County Forest Acreage by Municipality as of June 30, 2019

Report: Run Date: 51A 7/2/2019

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County	DOA Code	Municipality	Acres	Percent
Jackson	27 030	Komensky (T)	12,519.14	10.2203
Jackson	27 032	Manchester (T)	19,329.01	15.7797
Jackson	27 034	Melrose (T)	5.22	0.0043
Jackson	27 036	Millston (T)	1,306.50	1.0666
Jackson		Total	122,492.81	100.0000
Juneau	29 002	Armenia (T)	6,804.26	38.2288
Juneau	29 004	Clearfield (T)	2,386.62	13.4089
Juneau	29 006	Cutler (T)	3,004.98	16.8831
Juneau	29 008	Finley (T)	2,983.80	16.7641
Juneau	29 012	Germantown (T)	254.33	1.4289
Juneau	29 018	Lemonweir (T)	400.00	2.2473
Juneau	29 028	Necedah (T)	1,669.80	9.3815
Juneau	29 034	Seven Mile Creek (T)	295.00	1.6574
Juneau		Total	17,798.79	100.0000
Langlade	34 002	Ackley (T)	22,726.35	17.4126
Langlade	34 004	Ainsworth (T)	22,334.33	17.1122
Langlade	34 008	Elcho (T)	14,929.49	11.4387
Langlade	34 010	Evergreen (T)	6,840.59	5.2411
Langlade	34 012	Langlade (T)	6,273.29	4.8065
Langlade	34 014	Neva (T)	875.66	0.6709
Langlade	34 018	Parrish (T)	18,157.43	13.9119
Langlade	34 022	Polar (T)	200.00	0.1532
Langlade	34 024	Price (T)	8,173.30	6.2622
Langlade	34 026	Rolling (T)	120.00	0.0919
Langlade	34 028	Summit (T)	5,155.47	3.9500
Langlade	34 030	Upham (T)	23,291.15	17.8455
Langlade	34 032	Vilas (T)	1,440.00	1.1033
Langlade		Total	130,517.06	100.0000
Lincoln	35 002	Birch (T)	6,786.77	6.7300
Lincoln	35 004	Bradley (T)	1,162.24	1.1525
Lincoln	35 008	Harding (T)	16,069.01	15.9347
Lincoln	35 010	Harrison (T)	24,168.78	23.9667
Lincoln	35 014	Merrill (T)	1,664.72	1.6508
Lincoln	35 020	Russell (T)	2,491.02	2.4702
Lincoln	35 022	Schley (T)	280.00	0.2777
Lincoln	35 026	Skanawan (T)	3,550.61	3.5209
Lincoln	35 028	Somo (T)	13,299.78	13.1886
Lincoln	35 030	Tomahawk (T)	20,286.36	20.1168
Lincoln	35 032	Wilson (T)	11,083.76	10.9911
Lincoln		Total	100,843.05	100.0000
Marathon	37 006	Bern (T)	269.10	0.8912
Marathon	37 008	Bevent (T)	54.70	0.1812
	57 000	237011(1)	54.70	0.1012



Wisconsin Depart of Natural Resources County Forest Acreage by Municipality as of June 30, 2019

Report: Run Date:

51A 7/2/2019

Page:	5	of	*

County	DOA Code	Municipality	Acres	Percent
Marathon	37 022	Elderon (T)	280.00	0.9273
Marathon	37 024	Emmet (T)	40.00	0.1325
Marathon	37 032	Guenther (T)	4,456.71	14.7599
Marathon	37 038	Harrison (T)	6,571.29	21.7629
Marathon	37 040	Hewitt (T)	2,862.33	9.4795
Marathon	37 145	Kronenwetter (V)	4,313.06	14.2841
Marathon	37 146	Maine (V)	115.75	0.3833
Marathon	37 054	Marathon (T)	682.00	2.2587
Marathon	37 058	Mosinee (T)	2,407.75	7.9741
Marathon	37 064	Reid (T)	2,896.53	9.5928
Marathon	37 068	Rib Mountain (T)	3,247.32	10.7546
Marathon	37 072	Ringle (T)	1,810.78	5.9970
Marathon	37 078	Texas (T)	187.47	0.6209
Marathon		Total	30,194.79	100.0000
Marinette	38 002	Amberg (T)	10,127.68	4.4045
Marinette	38 004	Athelstane (T)	40,297.03	17.5251
Marinette	38 008	Beecher (T)	7,927.25	3.4476
Marinette	38 010	Dunbar (T)	43,372.94	18.8627
Marinette	38 012	Goodman (T)	25,698.40	11.1762
Marinette	38 014	Grover (T)	2,298.93	0.9998
Marinette	38 016	Lake (T)	2,101.65	0.9140
Marinette	38 018	Middle Inlet (T)	4,369.64	1.9004
Marinette	38 020	Niagara (T)	20,582.49	8.9513
Marinette	38 022	Pembine (T)	17,916.94	7.7921
Marinette	38 024	Peshtigo (T)	391.48	0.1703
Marinette	38 030	Silver Cliff (T)	37,370.88	16.2526
Marinette	38 032	Stephenson (T)	16,544.62	7.1952
Marinette	38 034	Wagner (T)	54.30	0.0236
Marinette	38 036	Wausaukee (T)	884.28	0.3846
Marinette		Total	229,938.51	100.0000
Manrae	42 006	Byron (T)	996.51	13.3922
Monroe Monroe	42 000	Grant (T)	223.80	3.0077
	42 012	La Grange (T)	64.20	0.8628
Monroe	42 020	Lafayette (T)	151.91	2.0415
Monroe		Lincoln (T)	2,258.18	30.3478
Monroe	42 024	Little Falls (T)	196.00	2.6341
Monroe	42 026		3,386.57	45.5123
Monroe	42 028	New Lyme (T)	36.30	0.4878
Monroe	42 034	Ridgeville (T)	120.00	1.6127
Monroe	42 036	Scott (T)	7.52	0.1011
Monroe	42 185	Warrens (V)	7,440.99	100.0000
Monroe		Total	1, 44 0.33	100.000
Oconto	43 002	Abrams (T)	5,658.66	12.9293
Oconto	43 002	Bagley (T)	10,380.19	23.7173
OCONIO	43 000	Dagley (1)	10,000.10	20.7 170

MARATHON COUNTY APPORTIONMENT OF TIMBER SALES FOR THE YEAR ENDED: 12/31/2019

Amount in Balance Sheet Account 101-42491

As of:

12/31/2019 (1)

84,538.37

DNR Distribution Used: Acreage by Towns as of 6/30/2019 (paid out in calendar 2020)

		(2)	(3)	(4)
Vendor			% of Total	
Code	Town	Acreage	Acreage	Apportionment
00235	Bern (T)	269.100	0.891200%	753.41
00233	` '	54.700	0.181200%	153.18
	Bevent (T)			
00700	Elderon (T)	280.000	0.927300%	783.92
00711	Emmet (T)	40.000	0.132500%	112.01
00942	Guenther (T)	4,456.710	14.759900%	12,477.78
00997	Harrison (T)	6,571.290	21.763000%	18,398.09
02527	Hewitt (T)	2,862.330	9.479500%	8,013.81
14094	Kronenwetter (V)	4,313.060	14.284100%	12,075.55
02563	Maine (V)	115.750	0.383300%	324.04
02592	Marathon (T)	682.000	2.258700%	1,909.47
02791	Mosinee (T)	2,407.750	7.974100%	6,741.17
02064	Reid (T)	2,896.530	9.592800%	8,109.60
02093	Rib Mountain (T)	3,247.320	10.754600%	9,091.76
02104	Ringle (T)	1,810.780	5.997000%	5,069.77
01096	Texas (T)	187.470	0.620900%	524.90
		30,194.790	1.00000	84,538.46

(1) Amount in Balance Sheet account 101-42491.

This is the total amount to be allocated and paid to the various towns for timber sales.

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

Total Balance Sheet Amount * Percentage of Total Acreage.

The total must equal the total balance sheet amount. Small manual adjustments may be necessary due to rounding errors.

A check must be cut to each township for their allocated amount.

Payments will be made on the County Check Run Dated:

1/30/2020

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