



**MARATHON COUNTY FORESTRY/RECREATION COMMITTEE
AGENDA**

Date and Time of Meeting: Tuesday, April 2, 2019 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 March 5, 2019 Regular Forestry/Recreation Committee Meeting and the March 5, 2019 Joint Forestry/Recreation Committee-Park Commission Meeting**
4. **Educational Presentations/Outcome Monitoring Reports**
 - A. Update on the Potential Purchase of the Ceres and Kerswill Properties for County Forest
 - B. Appointment of Preston Cole as Secretary of Wisconsin Department of Natural Resources
 - C. 2019 – 2021 Governors State Budget Proposals Affecting Forestry Programs
5. **Operational Functions Required by Statute, Ordinance or Resolution:**
 - A. Discussion and Possible Action by Committee
 1. Review and Consider Approving the Spring 2019 Timber Sale Package
 2. Timber Sale Closeouts
 - a. Central Wisconsin Lumber-Contract #630-14
 - b. Jacobs Enterprises-Contract #643-15
 - c. Central Wisconsin Lumber-Contract #647-16
 - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration - None
6. **Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee**
 - A. Proposed Amendments to the Marathon County Code of Ordinances, Chapter 16, County Forests
7. **Next Meeting Date, Time, Location: Tuesday May 7, 2019, 12:30pm, 212 River Dr., Rm. 3**
 - A. Announcements/Requests/Correspondence
 - B. Future Agenda Items: Consider Timber Bids and Award Contracts, Spring Timber Sale Bid Summary, Timber Sale Closeouts
8. **Adjournment**

SIGNED /s/ Thomas Lovlien
PRESIDING OFFICER OR DESIGNEE

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

FAXED TO: 848-9361 848-5887 715-387-4175
Daily Herald City Pages Marshfield News
Mid-west Radio Group – 848-3158
FAXED BY: _____
FAX DATE/TIME: _____ a.m./p.m.

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

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

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

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

Public Comment Period – Not to Exceed 15 Minutes – none brought forward

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

Schlei arrived at the meeting at 12:40pm.

Educational Presentations/Outcome Monitoring Reports

A. 2009 – 2018 Forestry Division Expense/Revenue Report – Lovlien reported that over the last ten years about four million dollars in gross timber was sold. The net is the amount of revenue to the County after the twenty percent payment to the State for interest free loans and ten percent payment to the townships. The County sets an even-flow budget because timber revenues fluctuate each year depending on weather, markets, etc. Timber sale contracts are typically two-three years.

B. Update on the 2018-2019 Winter Timber Sale Harvests and Possible Extension Requests – Lovlien reported that this has been a really good winter and loggers have been catching up on completing their contracts. Several closeouts will be brought to upcoming meetings. There may also be contractors requesting extensions which will need determinations made for stumpage increases.

C. Wisconsin County Forests Summer Tour – Jackson/Monroe Counties June 20-21, 2019 – Lovlien said the summer tour will be held in Black River Falls on June 20th and 21st. Committee members should inform Lovlien if they would like to attend after they receive an agenda sometime in late May.

D. Wisconsin County Forests Association Executive Director Retirement – Lovlien said the WCFA Executive Director Jane Severt is retiring at the end of August. She agreed to work until December if needed. Lovlien said it has been a pleasure to work with her. She has been a great executive director the last 11.5 years. She really worked hard for the organization and is very well respected by everyone in the forestry community. She will be greatly missed.

E. 2019 – 2021 Governors State Budget Proposals Affecting Forestry Programs – Lovlien said the Governor is proposing another \$165,000 for County forest grants to help administer the statewide County forest program in addition to what was in the last biennial budget. Lovlien said if they can maintain what they have or get a slight increase that will be good because the program is competing with other agencies using general purpose revenue. The previous Governor eliminated the Forestry mil tax which was a segregated account for forestry funding.

Operational Functions Required by Statute, Ordinance or Resolution:

A. Discussion and Possible Action by Committee

1. Timber Sale Closeout - Kleinschmidt Logging LLC Contract #648-16 – A closeout summary was previously provided. Lovlien reported that the estimated number of tons was 1915 and 1709.87 tons were cut. Total revenue for this sale was \$40,412.66. Lovlien's recommendation is to close out Kleinschmidt Logging LLC Contract #648-16 and return their Letter of Credit. **Motion** / second by Schlei / Bove to close out Kleinschmidt Logging LLC Contract #648-16 and return their Letter of Credit. 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. 2018 County Forest Division Annual Report - Lovlien discussed some of the program highlights including revenue and expenses, certification, timber management, road and trail maintenance, wildlife management, recreation, public outreach and professional development. **Motion** / second by Bove / Schlei to approve the 2018 Forestry Division Annual Report and forward it to the Environmental Resources Committee. Motion **carried** by voice vote, no dissent.

Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee – None

Announcements

- A. Next Meeting Date & Time, Location – April 2, 2019 at 12:30pm, 212 River Dr., Rm. 3
- B. Future Agenda Items – Review and Consider Approving the 2019 Spring Timber Package, Chapter 16 Ordinance Amendments, Wausau Nordic Ski Club Snowmaking Proposal

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

DRAFT

JOINT FORESTRY/RECREATION COMMITTEE AND MARATHON COUNTY PARK COMMISSION AND REGULAR MARATHON COUNTY PARK COMMISSION

Date and Time of Joint Meeting and Regular Commission Meeting: Tuesday, March 5, 2019 at 1:30 pm and 2:30pm
Meeting Location: Conference Room 3, 212 River Drive, Wausau WI 54403

Forestry/Recreation Committee members present: Arnie Schlei, Rick Seefeldt, Jim Bove
Park Commission members present: Connie Conrad, Gary Gisselman, Pat Peckham, Rick Seefeldt,
Dennis Smith
Park Commissioners excused: John Durham, Jacob Langenhahn
Staff present: Jamie Polley, Dan Fiorenza, Greg Freix, Tom Lovlien
Others present: Andrew Bremer and Dan Borchardt – MSA representatives, Rick Barnes, news media

Call to Order – Chairman Arnie Schlei called the Forestry/Recreation Committee meeting to order. President Gary Gisselman called the Park Commission meeting to order. Official notice and the agenda for the meetings were posted publicly in accordance with the State statutes.

Public Comment Period – none brought forward

Operational Functions Required by Statute, Ordinance or Resolution

A. Discussion and Possible Action by Committee - 2020-2024 Comprehensive Outdoor Recreation Plan – Discussion on the 2020-2024 County Comprehensive Outdoor Recreation Plan Update with Consultant - Andrew Bremer, Senior Planner with MSA gave an overview of the timeline for plan development. Currently MSA is working on inventory and background data collection. They are starting to do some needs assessments and anticipate launching a survey that will be available to the public for about a month. A public involvement meeting will be held at 6pm on April 30th at the Community Room in the Wausau Library. At that meeting they will report on the survey results and gather additional input. Then they will start developing preliminary plan recommendations and draft the plan which will go through a plan review and adoption period.

Commission members suggested the introductory wording not indicate that ten to fifteen minutes are needed to take the survey but rather that the survey would take a few minutes or that it is brief. Barnes questioned if in the future they would cover more specific and unique areas in the parks and forests instead of just general parks and forests. Bremer said that MSA did not intend to do a follow up survey but that the Department could do so in the future. Polley thought what would come out of the plan is evidence that they need to have more specific plans for many of the bigger recreation areas. This is more of an overview of where they want to get to and then they will narrow it down from this plan. This will help the Department find more about what the taxpayers want. Bremer discussed the first couple of questions. They ask about the importance of the trails, parks, and forest units to the user, how satisfied the user is with the variety and quality of them, which amenities the user would like to be added, improved, or expanded either by public, non-profit or private entities within the County, and how much use each of the parks are getting. Barnes questioned how they handle a situation like the Eau Claire River where Weston has developed a boat landing promoting more paddle traffic but the landings are fragmented because of the different jurisdictions involved yet it's a huge potential resource. Polley said if the County provides a boat launch or beach, the river or lake is mentioned and the County works in conjunction with other entities but the DNR has jurisdiction over the waterways in most cases. Lengthy discussion occurred on the best way to collect useful information regarding the rivers and lakes. The remaining questions ask if there is somewhere outside the County that people go to use the same type facilities as in the County, what specific types of recreational facilities people are commonly using, how satisfied they are with the facilities, how they feel about current fees, how they would direct future funding for improvements, the need for certain programming, an opportunity to provide comments, and a couple of demographic questions.

Survey outreach includes the Department websites and Facebook page, emails to a database of recreation users, press releases, County newsletter, flyers for posting or placing in grocery bags. Other entities that can help with outreach include libraries, schools and local recreation clubs. There is an election during this time period which is also an opportunity to have information available. The public meeting will be held at 6pm on April 30th at the library in an open house format.

Staff had been asked to go through the previous Comprehensive Outdoor Recreation Plan and indicate items that were completed, items that were not completed but should be carried forward and items that were not completed but shouldn't be carried forward. These recommendations will be discussed at future meetings. Commission and Committee members will also be asked to take another survey about what they feel are the most notable strengths, weaknesses about each facility and the number one improvement they would like to see at each. This helps MSA when coming up with recommendations.

Motion by Seefeldt, second by Bove to adjourn the Forestry/Recreation Committee at 2:26pm. Motion **carried** by voice vote, no dissent.

Approval of Minutes of the February 5, 2019 Park Commission Meeting – **Motion** by Conrad, second by Peckham to approve the February 5, 2019 Park Commission minutes. Motion **carried** by voice vote, no dissent.

Operational Functions Required by Statute, Ordinance or Resolution

A. Discussion and Possible Action by Committee - Discussion and Possible Action Accepting a Donation for a Shelter at Eastbay Sports Complex - Polley said that the Marathon County United Soccer Club (MCU) approached the Department in the winter of 2018 with the desire to construct an open air shelter at the Eastbay Sports Complex near the middle of the soccer fields. The structure will provide a covered location for participants to get out of the sun and light rain. The shelter will also be used for specific event needs such as registration or a first aid area. MCU has pledged \$5,000 towards the shelter and applied for and received two grants. \$5,000 from the Walter Alexander Foundation and \$20,000 from the Community Foundation of North Central Wisconsin. The Parks, Recreation and Forestry Department will contribute up to \$20,000 in funds from the 2019 Challenge grant and/or a combination of these funds and labor from Department staff. The total cost of the shelter is approximately \$50,000. The Commission is asked to approve the project of an open air shelter and accept the funds from MCU. Questions about the shelter were answered. **Motion** by Peckham, second by Seefeldt to approve the open air shelter project and accept the funds from MCU with gratitude. Motion **carried** by voice vote, no dissent.

Educational Presentations/Outcome Monitoring Reports

A. Project Update - Snow removal and snow grooming operations are persistently ongoing for the last two plus week period and it looks to continue this way into March based on weather predictions. Marathon Park ice arenas daily programs and arena maintenance operations are ongoing. The last day of ice in MPB#2 was February 25 and the last day of ice in MPB#1 will be March 10. The entire Nine Mile cross-country ski system is open with an average of 70 plus hours of grooming per week based on continuous snowfalls and abundant use. Campground firewood processing is on hold for snow removal operations. Mountain Bay Trail intersection gates are being repaired and painted. Routine operations continue such as snow removal, tree trimming and removals, equipment repair, building and structure maintenance, shelter reservations and special events.

B. Program Update - Staff is working on establishing a new ice scheduling protocol along with a new rate structure that will be brought back for approval in April. Two disc golf winter tournaments took place over the last couple months at the Big Eau Pleine. Badger State Games and the Ice Bowl. The Ice Bowl is an annual tournament that the Department sponsors with a cause to gather food and money for a food pantry. This year the tournament gathered 700 pounds of food and \$1500. All proceeds went to the Community Center of Hope in Mosinee. Staff is working with the Greater Wausau Area Pickleball Club to bring Pickleball to East Gate Hall in Marathon Park. This would be a great way to promote another healthy activity in Marathon County and provide greater utilization of this facility during a low use period during the week. The Stomp the Swamp Snowshoe Race run by Jay and Judy Punke for many years at Nine Mile was held on February 24th. Proceeds from the event come back to the Department. The Special Olympics Polar Plunge was held on February 22nd-23rd at Sunny Vale Lake where hundreds of jumpers brave the cold to raise money for Special Olympics. Future event details are being worked out as staff continually assists groups so they can be successful in the upcoming season of events. The events include; Rib Mountain Adventure Challenge, Rom the Swamp Epic, Softball Tournaments, Wausau Hmong Festival, Wausau 24, Big Eau Pleine Trail Run, NICA High School Mountain Bike Race, Ragnar Trail Run and numerous other fundraisers, walks, etc.

Announcements

A. Next Meeting Date & Time, Location – Tuesday, April 2, 2019 at 2:00 pm, Rm 3, 212 River Drive, Wausau WI 54403

B. Future Agenda Items – ordinance updates, spring park tour, cost recovery, snow making at Nine Mile

Adjourn – **Motion** by Conrad, second by Seefeldt to adjourn at 2:45 pm. Motion **carried** by voice vote, no dissent.

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

Adam Fischer
Director
Wood County

Ed Waffle
Director
Juneau County

Alan VanRaalte
Director
Oneida County

Michael Luedeke
Director-at-Large
Spooner, Wisconsin

Henry Schienebeck
Director-at-Large
Butternut, Wisconsin

Jane Severt, Executive Director
3243 Golf Course Road
P.O. Box 70
Rhineland, WI 54501

Gary Zimmer,
Asst. Executive Director

March 6, 2019

Honorable Senator Tom Tiffany
Chair, Senate Committee on Sporting Heritage, Mining and Forestry
Room 316 South
State Capitol
P.O. Box 7882
Madison, WI 53707

Regarding: Appointment of Preston Cole as Secretary of WDNR

Senator Tiffany,

Please accept this testimony from Wisconsin County Forests Association (WCFA) as part of the Thursday, March 7, 2019 Public Hearing of the Senate Committee on Sporting Heritage, Mining and Forestry regarding the appointment of Preston Cole as Secretary of WDNR.

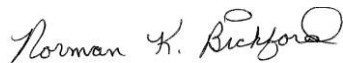
WCFA represents the forestry interests of 29 counties having forest lands enrolled under Wisconsin County Forest Law; State Statutes §28.10 and §28.11. Collectively our member counties manage nearly 2.4 million acres of land, the largest public ownership in the state.

Our county forest program benefits from a historical, unique partnership with WDNR. WCFA appreciates Preston Cole's diverse background and expansive knowledge and understanding of WDNR's internal processes. We believe Preston's experience as a field forester, his various positions within public works and utilities for the City of Milwaukee, combined with several years of service on Wisconsin's Natural Resources Board all contribute toward making him an ideal candidate to serve as Secretary of WDNR.

Wisconsin County Forestry & Parks Departments and WCFA work with WDNR staff across all divisions of the agency. In conversations with Preston it is clear he understands forestry and has experience working in all areas of natural resource management. WCFA believes Preston will serve the citizens of Wisconsin well in the position of WDNR Secretary.

We encourage the Senate Committee on Sporting Heritage, Mining and Forestry to support the appointment of Preston Cole as Secretary of Wisconsin Department of Natural Resources. Thank you for the opportunity to provide this testimony.

Sincerely,



Norman K. Bickford, President
Wisconsin County Forests Association



Jane F. Severt, Executive Director
Wisconsin County Forests Association

Cc Governor Tony Evers
Representative Jeff Mursau, Chair, Assembly Committee on Forestry, Parks and Recreation
Preston Cole, WDNR Secretary Nominee
Fred Souba, Wisconsin Chief State Forester
Doug Brown, WDNR County Forest Specialist

<p>Wisconsin Forestry Practices Study</p>	<p>The Governor's budget provides \$225,000 annually in funding for the implementation of the recommendations made in the Wisconsin Forestry Practices Study.</p>	<p>WCA Recommendation: Support</p>	<p>Recommendation: Support; Consistent with Goals of Comprehensive Plan and Land and Water Resource Management Plan.</p>	
<p>Stewardship Reauthorization</p>	<p>The Governor's budget extends the Warren Knowles-Gaylord Nelson Stewardship 2000 program until fiscal year 2021-22 at current funding levels using authorized unobligated bonding authority. The extension of the program will allow the department and stakeholders to identify future options for the program.</p>	<p>WCA Recommendation: Support</p>	<p>Recommendation: The Counties Strategic Plan supports the purchase of park and forestry lands and this program helps purchase these lands with a 50% grant from the state.</p>	
<p>County Forest Grants</p>	<p>The Governor's budget proposes \$165,000 annually for County Forest Grants that help administer the statewide County forest program and support sustainable forestry practices on the county forests.</p>	<p>WCA Position: Unknown at this time. The Wisconsin County Forests Association(WCFA) is in support.</p>	<p>Recommendation: Support; Consistent with the Goals of the County Forest Comprehensive Land Use Plan.</p>	



SPRING 2019 TIMBER SALE INVITATION FOR BID

Here is our spring timber sale prospectus.

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

- Purchasers are allowed to submit a personal or business check as a bid security in the amount of 10% of the total bid.
- All pulpwood will be bid by the ton to a top diameter of 4". There is also an option to bid on tops/biomass.
- Stick scaled cord volume will be converted to tons using published WDNR handbook weights. The Marathon County mixed hardwood pulp weight is 4800 pounds per cord. (See table on back of this sheet)
- **NEW - A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 pm Monday, June 3, 2019, Conference Room 3, 212 River Drive, Wausau, WI 54403.**
- **CONTRACT EXTENSIONS:**
Please read and understand contract extensions as we will be following our policy.

To submit a bid:

1. Use the enclosed bid form or a photocopy.
2. Bid a price per **ton** or **MBF** for each species, including tracts designated as lump sum.
3. Complete the Logger's Statement of Qualifications.
4. Sign your bid.
5. Enclose a bid bond, cashier's, personal or business check, letter of credit, or money order for 10% of the total bid.
6. Seal each signed bid in a separate envelope marked: "Timber Sale Bid - Tract No. _____".
7. **Submit your signed bid(s) by 1:30pm, Monday May 6, 2019**, to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Ste. 2, Wausau, WI 54403-5476. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

I invite you to attend the bid opening at 1:30pm, **Monday, May 6, 2019**, Conference Room 3, 212 River Drive, Wausau, Wisconsin, 54403.

Thomas G. Lovlien
Forest Administrator

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

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

**CORDWOOD WEIGHT CONVERSION FACTORS
POUNDS PER CORD**

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

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

SPRING 2019 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
11-18	Mixed Hardwood	600 Tons	<u>Ringle Forest Unit</u> – RAPTOR'S RUN (58 Acres) Dry Fall (with road improvements)/ Winter logging. Access to Timber Ridge Rd. Ticket Sale. Contract must be completed by June 30, 2022.
	Red Oak	280 Tons	
	Basswood	75 Tons	
	Mixed Hwd. Logs	20.0 MBF	
	Red Oak Logs	10.0 MBF	
	Tops/Biomass	200 Tons	
1-19	Red Oak	1250 Tons	<u>Nine Mile Unit</u> – DOZER (63 Acres) August 10-November 15 logging only. Access to Rifle Rd. & Hollywood Rd. Ticket Sale. Contract must be completed by November 15, 2020.
	Aspen	140 Tons	
	Mixed Hardwood	60 Tons	
	Mixed Conifer	40 Tons	
	Red Oak Logs	70.0 MBF	
	Tops/Biomass	250 Tons	
2-19	Mixed Hardwood	3100 Tons	<u>Leather Camp Forest Unit</u> – LOST AND FOUND (112 Acres) Winter Logging only. Access to Leather Camp Drive (T.O. Bevent). Ticket Sale. Contract must be completed by June 30, 2022.
	Aspen	500 Tons	
	Red Oak	450 Tons	
	Basswood	80 Tons	
	Red Maple Logs	68.0 MBF	
	Red Oak Logs	41.0 MBF	
	White Ash Logs	10.0 MBF	
	Tops/Biomass	800 Tons	
3-19	Red Oak	300 Tons	<u>Kronenwetter Forest Unit</u> – SMOKIN' JOE (30 Acres) Dry Mid-Summer/Dry Fall/Winter logging. Access to State Highway 153. Ticket Sale. Contract must be completed by June 30, 2021.
	Red Oak Logs	30.0 MBF	
	Tops/Biomass	75 Tons	
4-19	Red Oak	490 Tons	<u>Elderon Forest Unit</u> – All BY MYSELF (58 Acres) Mid-Summer/Fall/Winter logging. Access to Hightower Road. Ticket Sale. Contract must be completed by June 30, 2021.
	Mixed Hardwood	220 Tons	
	Basswood	70 Tons	
	Red Pine	45 Tons	
	Red Oak Logs	50.0 MBF	
	Ash Logs	7.0 MBF	
	Basswood Logs	7.0 MBF	
	Red Maple Logs	6.0 MBF	
	Tops/Biomass	170 Tons	
5-19	Red Pine	6600 Tons	<u>Nine Mile Forest Unit</u> – TIME'S UP (76 Acres) Year-Round Logging Access to County KK/Springbrook Rd. Ticket Sale. Contract must be completed by June 30, 2021.
	White Pine	725 Tons	
	Aspen	200 Tons	
	Red Oak	60 Tons	
	Red Oak Logs	3.0 MBF	
	Tops/Biomass	1500 Tons	

INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 397 acres of timber on Tracts 11-18, 01-19, 02-19, 03-19, 04-19, and 05-19. These tracts have an estimated 18,280 tons and 322.0 thousand board feet of:

Red Pine Pulp	6645 Tons	Red Oak Logs	204.0 MBF
Mixed Hwd Pulp	3980 Tons	Red (Soft) Maple Logs	74.0 MBF
Red Oak. Pulp	2830 Tons	Mixed Hdwd. Logs	20.0 MBF
Aspen Pulp	840 Tons	Ash Logs	17.0 MBF
White Pine Pulp	725 Tons	Basswood Logs	7.0 MBF
Basswood Pulp	225 Tons		
Mixed Conifer Pulp	40 Tons		
Biomass	2995 Tons		

Specific information is available from the Wausau and Marathon County Parks, Recreation, and Forestry Department, 715/261-1550.

Submit bids by 1:30 PM, Monday, May 6, 2019, to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Suite 2, Wausau, WI, 54403-5476. Bids will be publicly read at that time in Conference Room 3. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

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

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

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

A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 PM, Monday, June 3, 2019. Conference Room 3, 212 River Drive, Wausau, WI 54403.

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

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



Wausau & Marathon County
Parks, Recreation
& Forestry

TIMBER SALE BID

I submit the following bid on Tract No. _____

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

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

Logger's Statement of Qualifications:

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

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

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

(Please fill out and sign reverse side)

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

5. FISTA trained Yes No Date _____

Other safety training (please describe)

_____ Date _____

_____ Date _____

6. BMP training Yes No Date _____

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

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

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

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

Date

Name (Please Print)

Signature

MARATHON COUNTY TIMBER SALE CONTRACT

Contract No. _____ Scaled or Ticket System

Tract No. _____ Tree Measurement (Lump Sum)

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

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

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

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

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

TIMBER TO BE REMOVED

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

TOTALS: _____

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

GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Other: None.

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

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

Table 1. Thresholds for soil disturbances.

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

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

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

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

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

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

(1) NONE

(2)

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

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

32. **FOREST CERTIFICATION.** The area encompassed by this timber sale is certified to the standards of the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100%. Forest products from this sale may be delivered to the mills “SFI 100%” so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REQUIRED INSURANCE

The Purchaser shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall the Purchaser allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

33. **WORKERS COMPENSATION.** The Purchaser shall obtain and maintain throughout the duration of this contract statutory Workers' Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, the Purchaser shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Purchaser. Purchaser's (Owners and Sole proprietors) electing exemption from coverage pursuant to WIS STAT 102.075 SHALL provide a signed copy of the endorsement showing non-election of coverage.
34. **GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE.** Purchaser shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Purchaser, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
- Comprehensive General Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
 - Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
35. **PROOF OF INSURANCE.** The Purchaser shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Purchaser meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. A copy of the Certificate of Insurance shall be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form and list Marathon County as “additional insured in respect to this agreement”.
36. **DISPUTE RESOLUTION.** If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

37. **NON-DEBARMENT CLAUSE.** Purchaser hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Purchaser further agrees and certifies that this clause shall be included in any subcontract of this contract.
38. **GRATUITIES AND KICKBACKS.** It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor or a higher tier subcontractor or any person associated therewith, an inducement for the award of a subcontract, or order.

SCALING REQUIREMENTS AND CONVERSION FACTORS

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

PULPWOOD TICKET SYSTEM

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

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

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

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

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

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

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

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

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

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

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

TREE MEASUREMENT (LUMP SUM)

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

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

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

B. Other: NONE

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

Heterobasidion Root Disease (HRD) – Prevention Treatment

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

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

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

Table 2. Approved Heterobasidion Root Disease Fungicides

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

Dated this ____ day of _____, 2019

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

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

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

PURCHASER:

(Signature)

(Date)

WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

By: _____

(Forest Administrator)

(Date)

MARATHON COUNTY TIMBER SALE
Ringle Forest Unit – September 2018

Tract # 11-18 RAPTOR'S RUN

		<u>Estimated Volumes</u>	
Ticket Sale	<u>Species</u>	<u>4" Top</u>	
	Mixed Hardwood	600 Tons (incl. approx. 27 tons Aspen)	Mixed Hardwood Logs 20.0 MBF (58% Ash, 20% Red Maple, 11% Basswood, 11% Hard Maple)
	Red Oak	280 Tons	Red Oak Logs 10.0 MBF
	Basswood	75 Tons	
Option to Bid	Tops/Biomass	200 Tons	

Location: Section 31, T.28N.-R.09E. (Town of Ringle) & Sections 5 & 6, T.27N.-R.09E. (Town of Reid)

Size: 58 Acres

Seasonal Time Frame: July 16-March 30 (Need dry conditions and some road improvements for summer/fall access on woods road).

Cutting Regulations:

Area 1- Select Cut (57 Acres in 1 Block) - Cut all trees marked with orange paint.

Area 2- Designate Cut (1 acres in 1 Block) - Cut all merchantable trees, except Oak. Minimize damage to regeneration with minimal paths of travel. Trees shall be fallen, processed, and skidded within the path of travel.

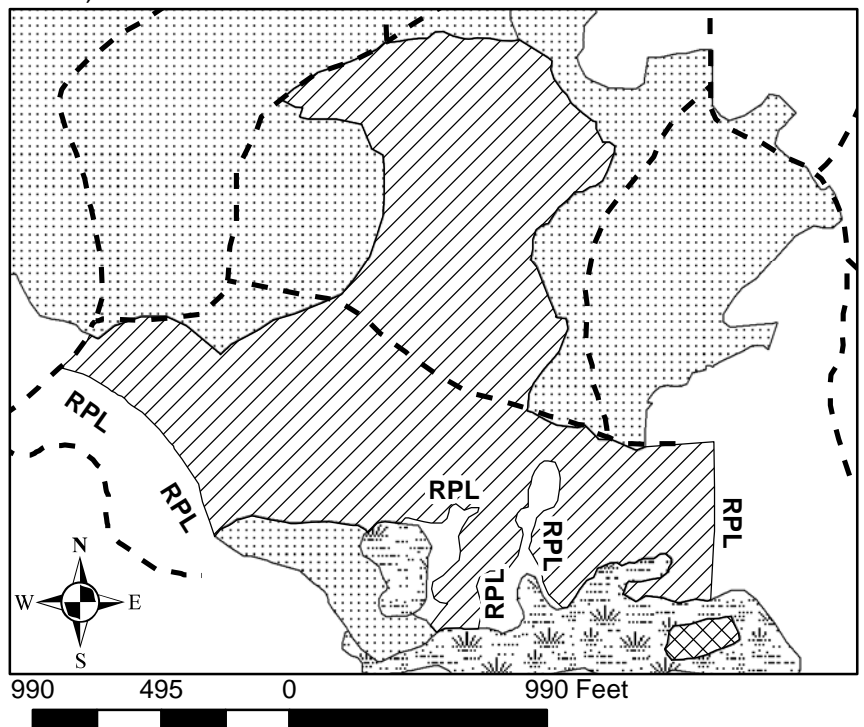
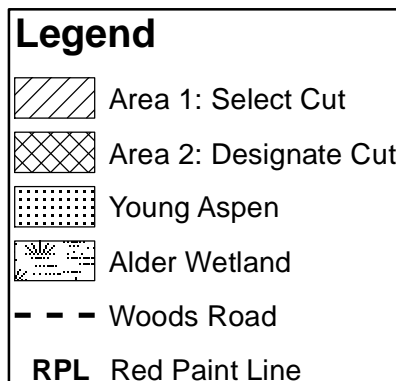
Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail along County Forest Road is "open," 3 inch snowbase shall be left on trail.

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

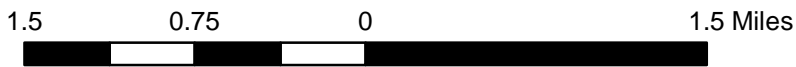
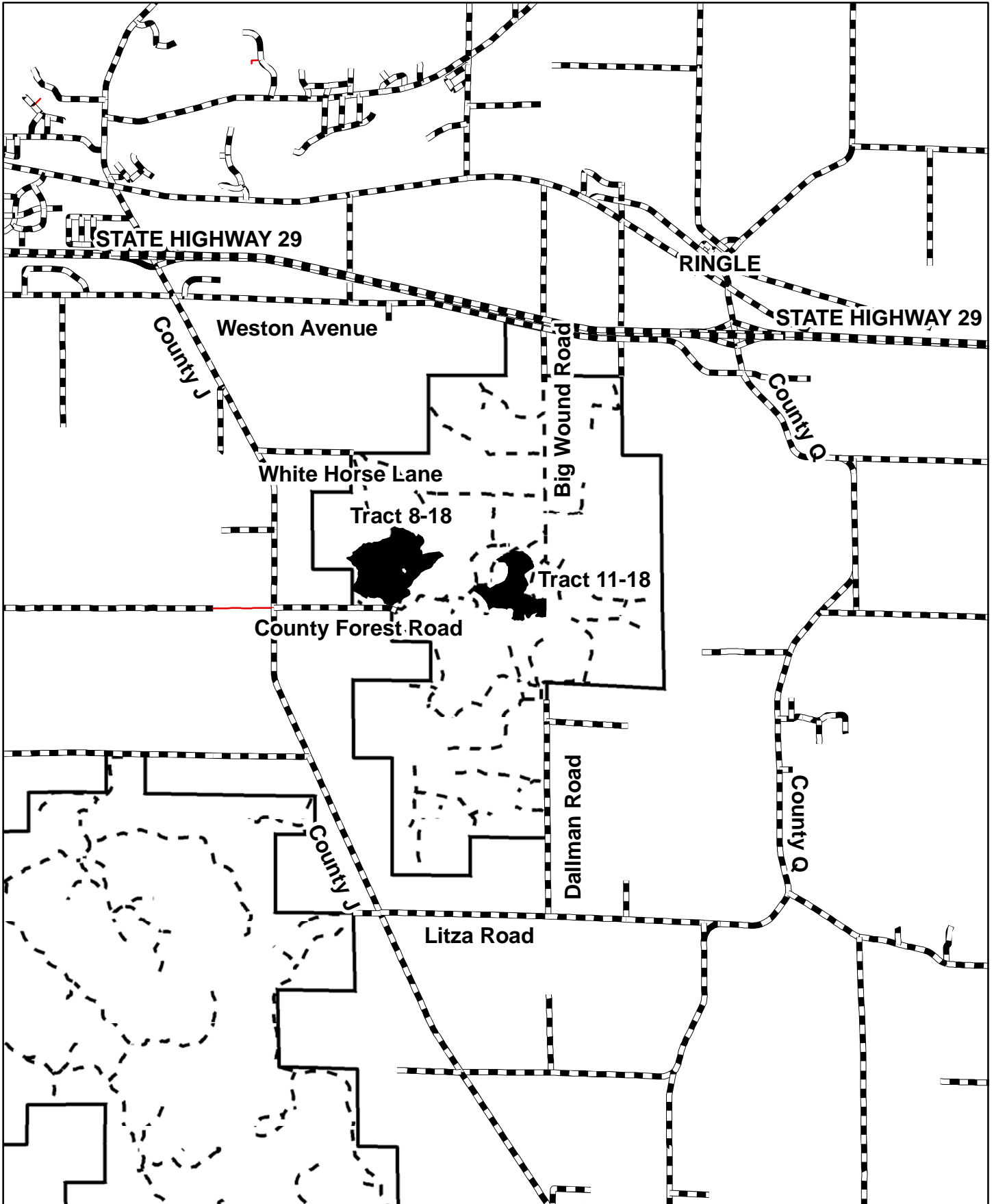
Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

Contract Length: Contract must be completed by December 31, 2021.



Ringle Forest Unit



MARATHON COUNTY TIMBER SALE
Nine Mile Forest Unit – March 2019

Tract # 01-19 DOZER SALE

Ticket Sale	Estimated Volumes			
	Species	4" Top		
	Red Oak	1250 Tons	Mixed Conifer	40 Tons (approx. 42% Jack Pine 37% White Pine, 21% Hemlock)
	Aspen	140 Tons		
	Mixed Hardwood	60 Tons (Incl. 5 tons Basswood)	Red Oak Logs	70.0 MBF (Incl. <1.0 MBF White Oak & MX HWD.)

Option to Bid Tops/Biomass (Area 1 only) 250 tons

Location: Section 1, T.27N.-R.6E. (T.O. Mosinee West)
Section 6, T.27N.-R.7E. (T.O. Mosinee East)
Section 36, T.28N.-R.6E. (T.O. Marathon)
Section 31, T.28N.-R.7E. (T.O. Rib Mt.)

Size: 63 Acres
A purple paint line separates cutting areas

Seasonal Time Frame: August 10-November 15

Cutting Regulations:

Area 1 – Leave Tree (54 acres in 1 block) - Cut all trees 1 inch and greater except those marked with green paint AND within green paint lines.

Area 2 – Designate Cut A (7 acres in 1 block) - Cut all merchantable trees except those marked with green paint AND within green paint lines.

Area 3 – Designate Cut B (1 acre in 1 block) - Cut all merchantable aspen and birch except those marked with green paint.

Area 4 – Select Cut (1 acre in 1 block) - Cut all trees marked with orange paint.

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. Use of AND crossing of XC-Ski trails shall not be permitted after October 31. XC-Ski trails shall be returned to pre-sale conditions by October 31.

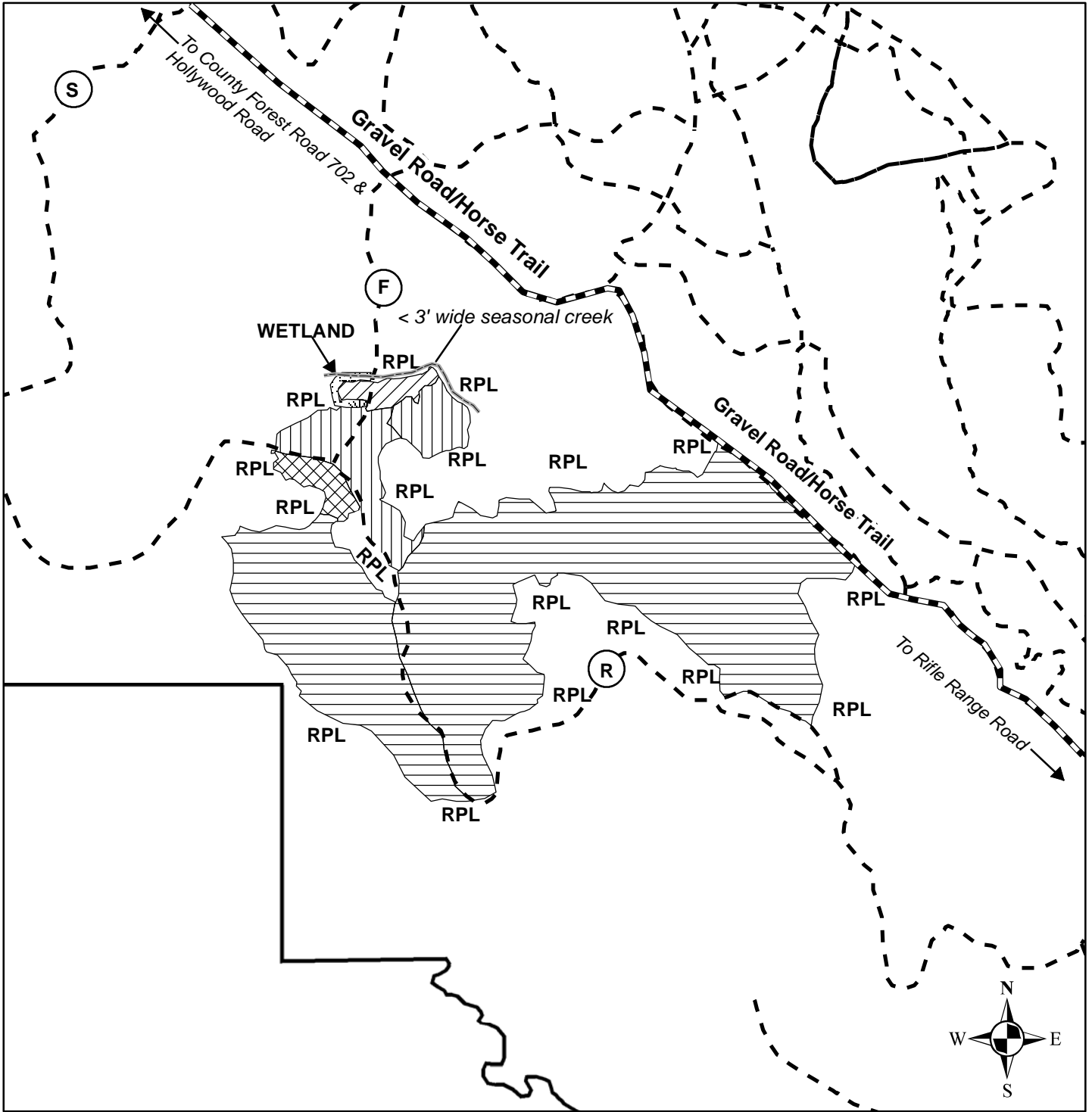
Slash/Wildlife/Other: 16'8" maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. No slash within 15 feet of leave trees in Area 1. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags, unless they pose a safety risk to harvesting operations or the public. Recreational events on weekdays and weekends may restrict harvesting/hauling operations for short periods.

Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end
(MIXED CONIFER CORDWOOD WEIGHT CONVERSION FACTORS POUNDS PER CORD: 4250 lbs.)







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

Contract Length: Contract must be completed by November 15, 2020.

Tract 01-19



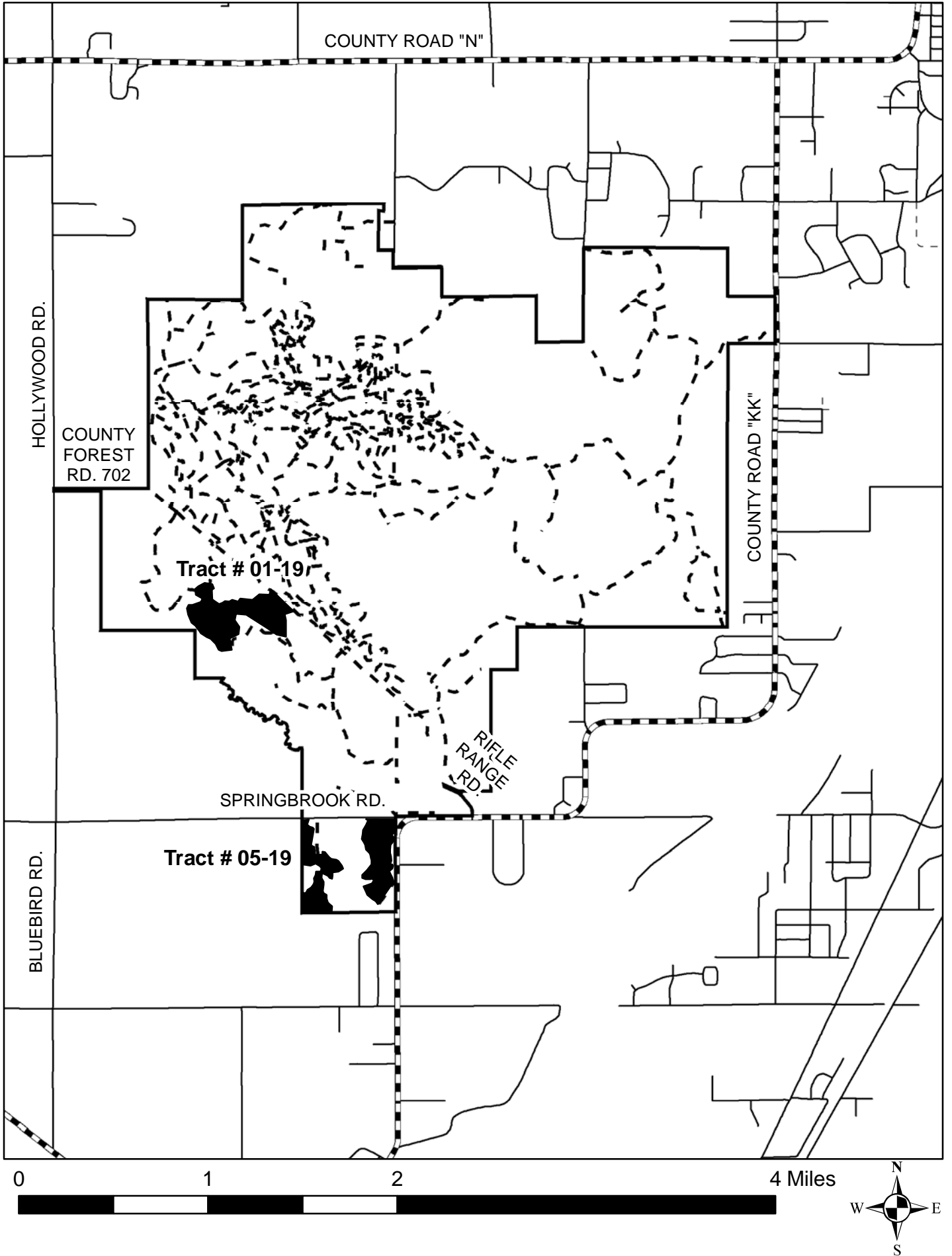
Legend

-  Area 1: Leave Tree
-  Area 2: Designate Cut A
-  Area 3: Designate Cut B
-  Area 4: Select Cut
-  XC Ski Trails
-  County Forest Boundary
- RPL** Red Paint Line

1,000 500 0 1,000 Feet



Nine Mile Forest Unit



MARATHON COUNTY TIMBER SALE
Leathercamp Forest Unit - March 2019

Tract # 2-19 LOST & FOUND SALE

Ticket Sale	<u>Species</u>	<u>Estimated Volumes</u>
		<u>4" Top</u>
	Mixed Hardwood	3100 Tons
	Aspen	500 Tons
	Oak	450 Tons
	Basswood	80 Tons
	Red Maple Logs	68.0 MBF (incl. 1000' sugar maple)
	Red Oak Logs	41.0 MBF
	White Ash Logs	10.0 MBF
Option to Bid	Tops/Biomass	800 Tons

Location: Town of Guenther, T26N - R8E, Sections 23, 24

Seasonal Time Frame: Frozen ground, unless dry fall. Access road will need improvements if dry fall logging occurs.

Cutting Area: 112 acres

Cutting Regulations:

Area 1 – Select Mark (32 Acres in 3 Blocks) – Cut all trees marked orange.

Area 2 – Designate Cut (50 Acres in 4 Blocks) – Cut all merchantable trees except green marked reserve trees. Significant amount of red oak regeneration in areas, minimize damage. Tree felling, processing, and skidding restricted to path of travel.

Area 3 – Aspen Clearcut (14 Acres in 6 Blocks) – Cut all trees > 1" dbh, except green marked reserve trees.

Area 4 – Red Maple Clearcut (16 Acres in 1 Block) – Cut all trees > 1" dbh, except red oak. Only harvest those red oak marked orange.

Sale boundaries are marked with red paint. Interior sale lines are marked with purple paint.

Roads, Trails, and Deck Areas: Forestry Division must approve skid routes and decking areas. Access to Guenther Road, however this road is posted year-round. Permission from Town of Guenther will need to be secured by contractor to use this road. Otherwise, access will be from Leathercamp Drive.

Slash/Wildlife/Other: 16'8" maximum forest product length. Lop and scatter all tops to lie within 24 inches of the ground. Pull all merchantable and unmerchantable ironwood out of ground or cause root damage. Maximum stump height shall not exceed stump diameter, except for stumps less than 10", which shall not exceed 10."

Southern sale boundary adjacent to private land. No slash across blue paint line.

Utilization: Pulpwood - One or more sticks to a 4-inch top diameter inside bark.
Sawlogs - 10-inch or larger diameter inside bark, at least 50% sound.
Tops/Biomass - Minimum utilization down to 2" diameter inside bark. Whole tree harvesting not allowed due to residual tree damage and oak regeneration.

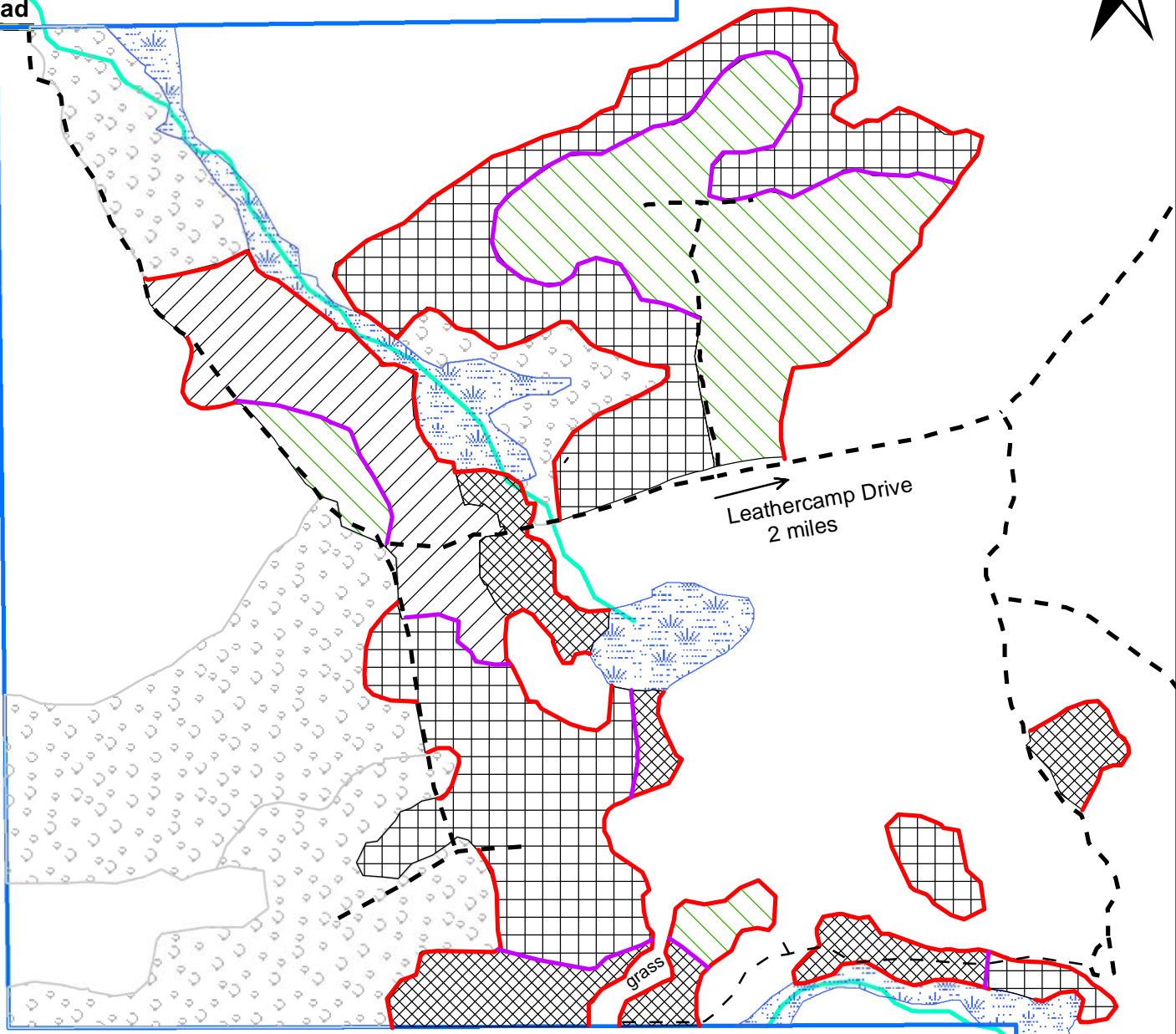
The bidder must sign and return our contract and a performance bond of at least 25% of the contract value within 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.

Contract Length: Contract must be completed by June 30, 2022.

Lost & Found Sale 2-19



Guenther Road














Leathercamp Drive
2 miles

grass

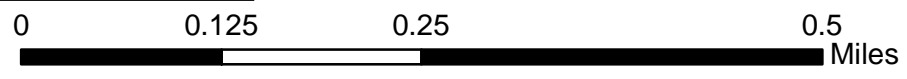
old trail to back patches

Legend

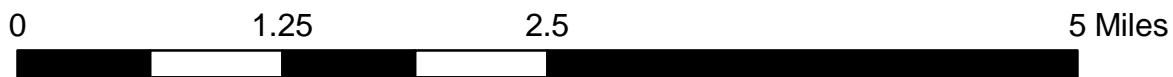
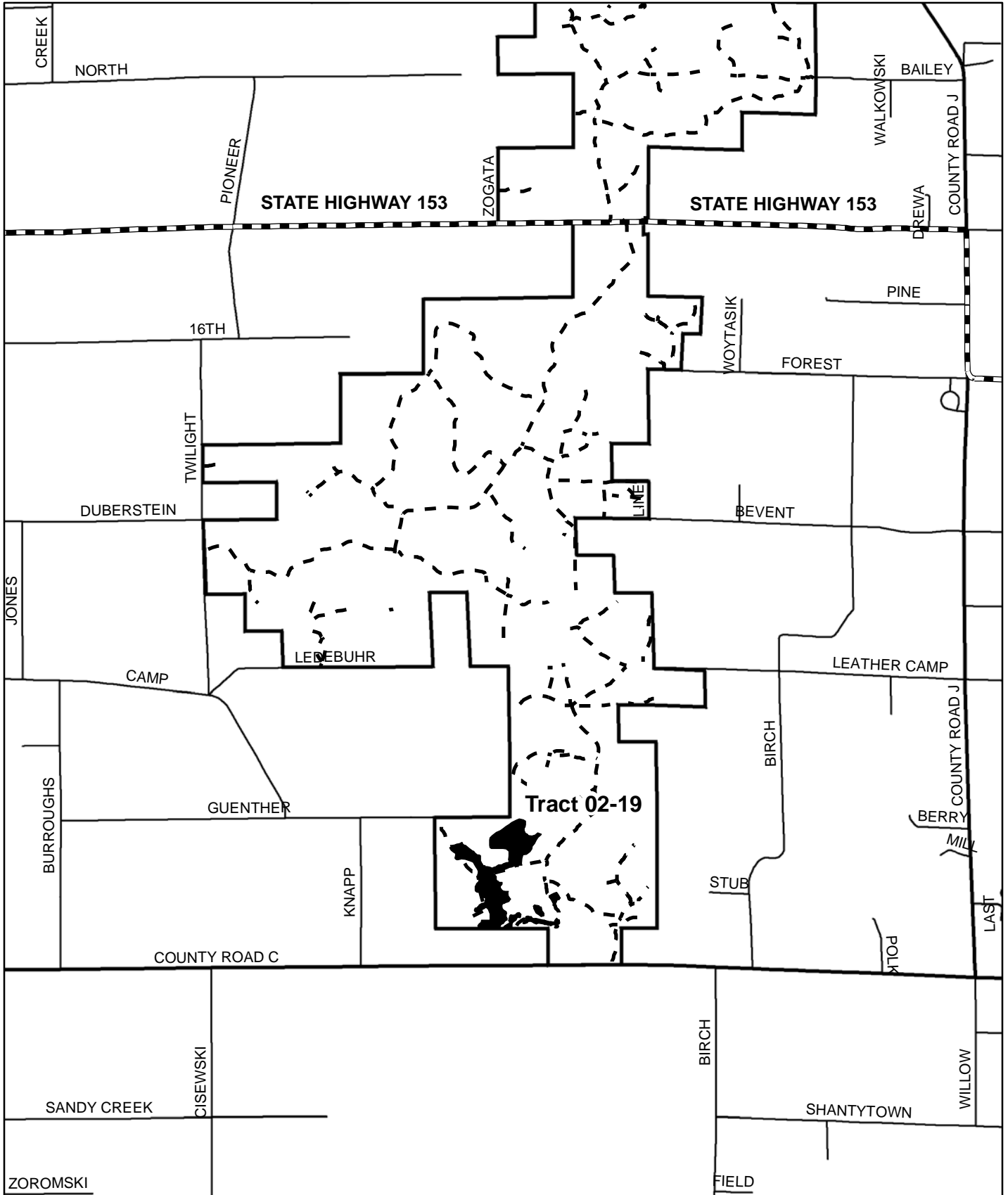
-  Area 1 - Select mark
-  Area 2 - Designate cut
-  Area 3 - Aspen clearcut
-  Area 4 - Red maple harvest
-  Red line
-  Purple line
-  Swamp
-  Young Aspen
-  County Forest Boundary
-  Trails
-  Drainages

23 24
26 25

County Road C



Leather Camp Forest Unit



MARATHON COUNTY TIMBER SALE
Kronenwetter Forest Unit – March 2019

Tract # 03-19 SMOKIN' JOE SALE

		<u>Estimated Volumes</u>
Ticket Sale	<u>Species</u>	<u>4" Top</u>
	Red Oak	300 Tons (Incl. approx. 10 tons Mixed Hwd)
	Red Oak Logs	30.0 MBF (Incl. <1.0 MBF Mixed Hwd)
Option to Bid	Tops/Biomass	75 Tons

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

Size: 30 Acres

Seasonal Time Frame: July 16-March 30 (Need dry conditions for summer/fall logging).

Cutting Regulations:

Area 1 – Designate Cut (30 acres in 1 Block) - Cut all merchantable hardwood, except oak poletimber within 100' of trails.

Minimize damage to regeneration with minimal paths of travel. Trees shall be fallen, processed, and skidded within the path of travel.

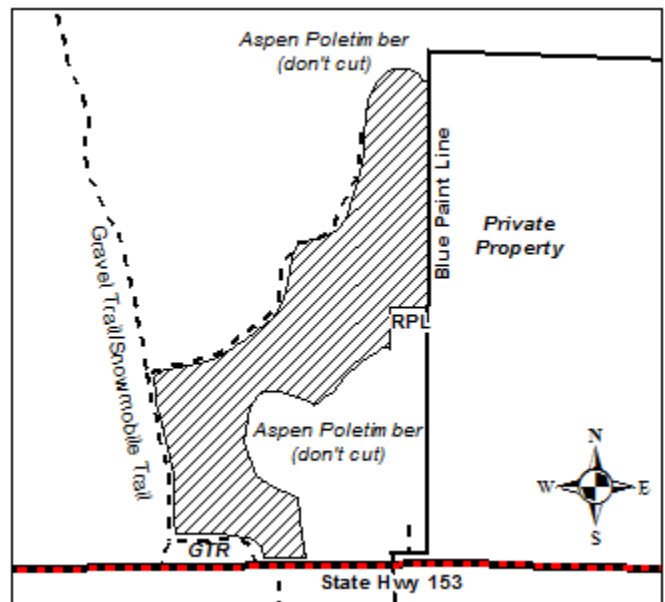
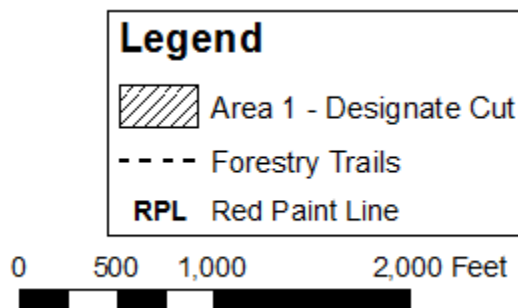
Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail is "open," 3 inch snowbase shall be left on trails.

Slash/Wildlife/Other: 16'8" maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. No tops across private property. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags, unless they pose a risk to logging operations or the public.

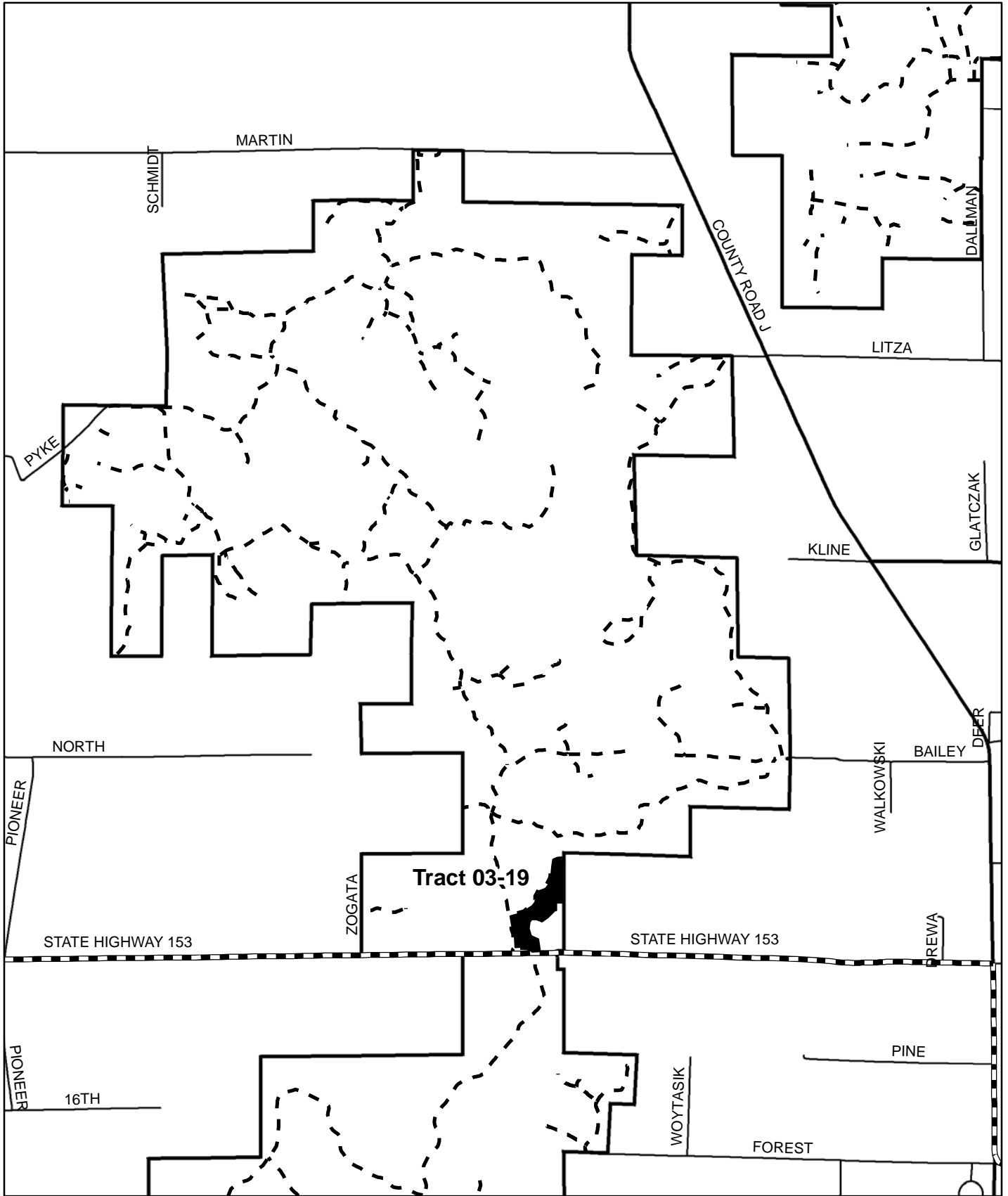
Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

Contract Length: Contract must be completed by June 30, 2021.



Kronenwetter Forest Unit



0

1

2

4 Miles



MARATHON COUNTY TIMBER SALE
Elderon Forest Unit – March 2019

Tract # 04-19 ALL BY MYSELF SALE

		<u>Estimated Volumes</u>	
Ticket Sale	<u>Species</u>	<u>4" Top</u>	
	Red Oak	490 Tons	Red Oak Logs 50.0 MBF
	Mixed Hwd	220 Tons (42% Ash, 42% Red Maple, 16% Hard Maple)	Ash Logs 7.0 MBF Basswood Logs 7.0 MBF
	Basswood	70 Tons	Red Maple Logs 6.0 MBF (Incl. < 1.0 MBF Hard Maple)
	Red Pine	45 Tons (Incl. <5% White Pine & Fir)	
Option to Bid	Tops/Biomass	170 Tons	

Location: Sections 20 & 29, T.27N.-R.10E. (Town of Elderon)

Size: 58 Acres

Seasonal Time Frame: July 16-March 30

Cutting Regulations:

Area 1 - Select Cut w/ Canopy Gaps (58 acres in 1 Block) - Cut all trees marked with orange paint. Cut all trees 1 inch and greater inside green paint lines, except those marked with green paint.

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail is "open," 3 inch snowbase shall be left on trails.

Slash/Wildlife/Other: 16'8" maximum forest product length. Contractor shall fill area within each green paint line with un-crushed tops. All tops outside of green paint lines shall be lopped and scattered to lie within 24 inches of the ground. No tops across private property. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags, unless they pose a safety risk to harvesting operations or the public. Pull all merchantable and unmerchantable Ironwood out of ground or cause root damage. Trees marked with an orange "W" are wildlife trees and shall not be harvested.

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

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

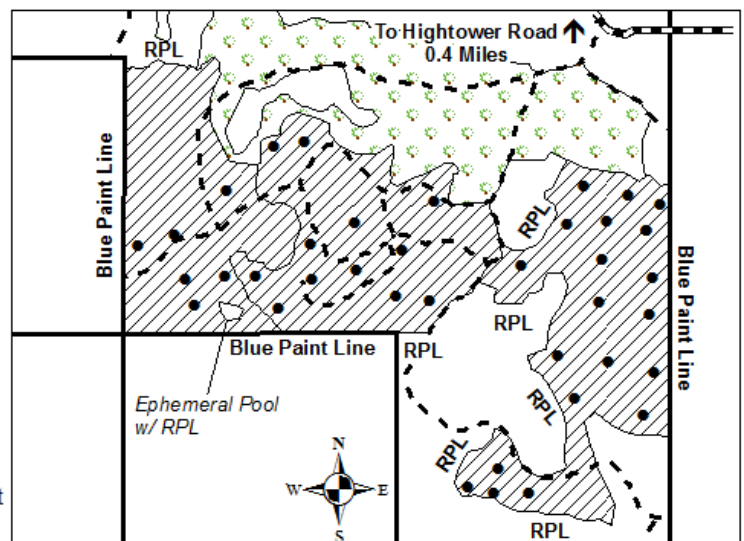
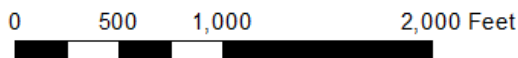
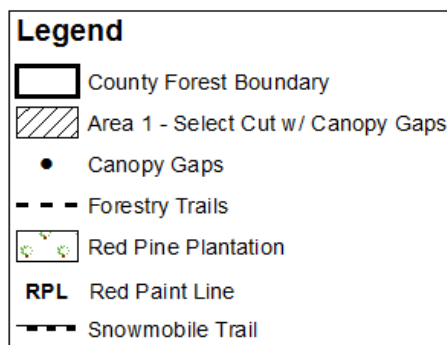
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

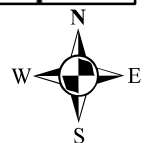
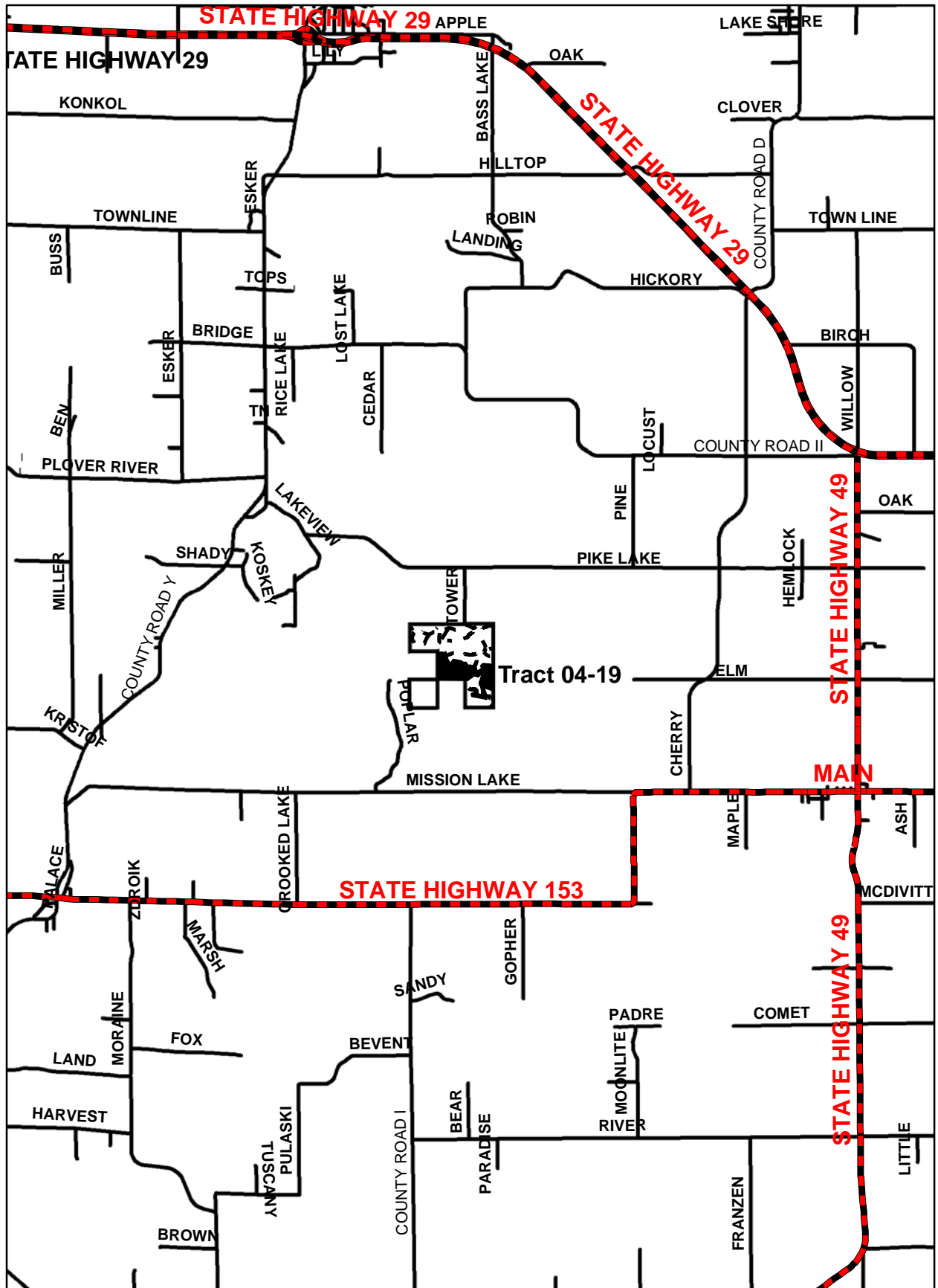
Contract

Length:

Contract must be completed by June 30, 2021.



Elderon Forest Unit



MARATHON COUNTY TIMBER SALE
Nine Mile Forest Unit – March 2019

Tract # 05-19 TIME'S UP SALE

Ticket Sale	Estimated Volumes	
	Species	4" Top
	Red Pine	6600 Tons
	White Pine	725 Tons
	Aspen	200 Tons (Incl. approx. 5 tons Basswood & 10 tons MXHWD)
	Red Oak	60 Tons
	Red Oak Logs	3.0 MBF (Incl. <1.0 MBF White Oak, Basswood, & MXHWD)
Option to Bid	Tops/Biomass	1500 Tons

Location: Section 7, T.27N.-R.07E. (Town of Mosinee)

Size: 76 Acres A Red Paint Line separates cutting areas

Seasonal Time Frame: Any Time of Year

Cutting Regulations:

Area 1 - Clear-Cut (70 acres in 2 Blocks) - Cut all trees 1 inch and greater, except those marked with green paint.

Area 2 – Designate Cut (6 acres in 1 block) – Cut all merchantable trees. Minimize damage to regeneration.

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

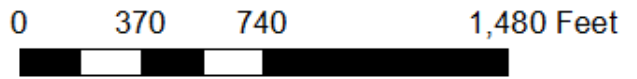
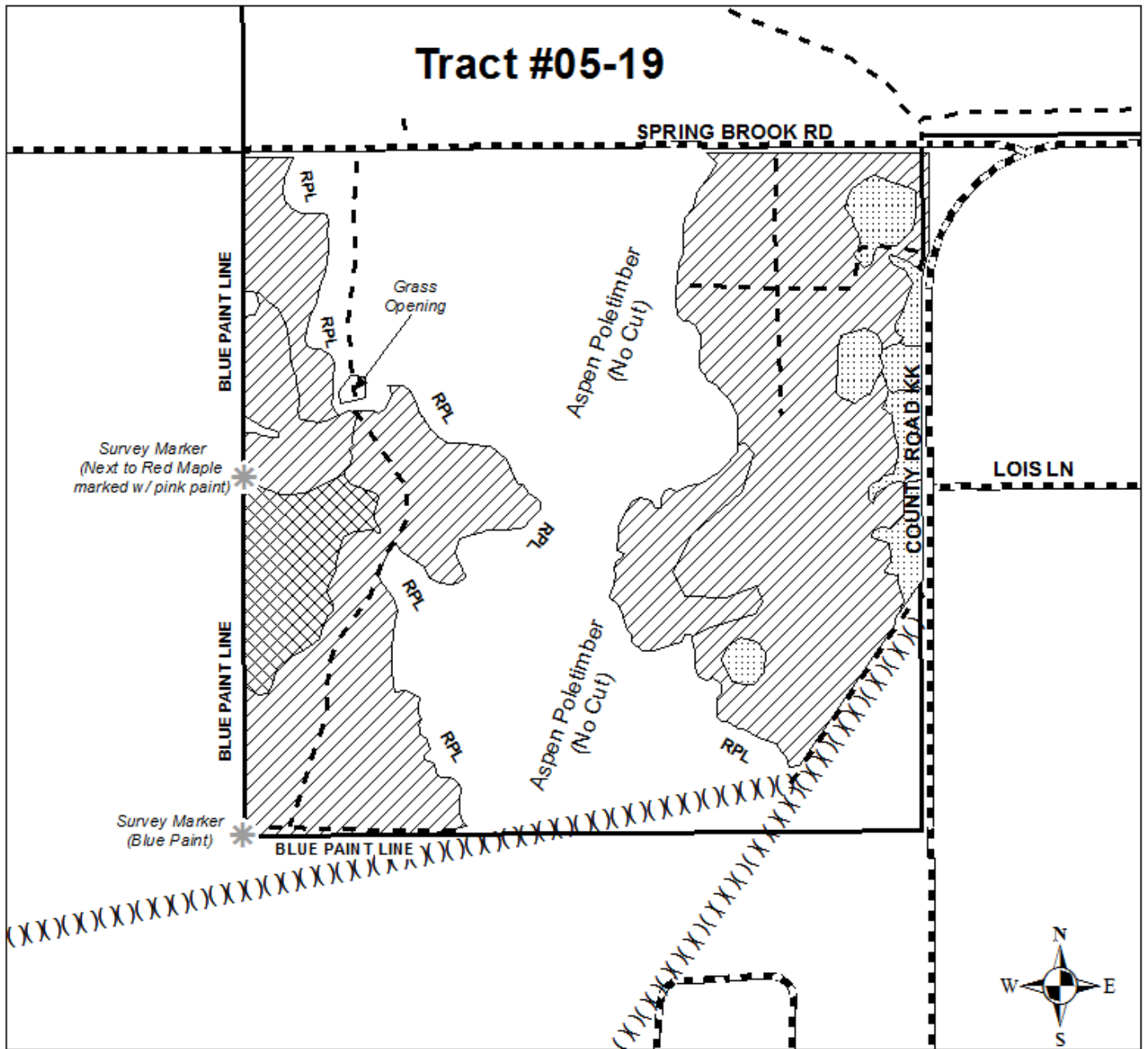
Slash/Wildlife/Other: 16'8" maximum forest product length in Area 2. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." No tops across blue paint line. *Annosum treatment required: If using Cellu-Treat, 100% of stump cross-section must be treated (NO EXCEPTIONS). If using Rot-Stop, at least 85% of stump cross-section must be treated.* Contractor will work with County between April 15th – July 15th to mitigate Oak Wilt infestation along Blue Paint Line. Area 2 AND 4 acre Aspen clear-cut (north of Area 2) must be dry/firm ground in order to harvest/skid.

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

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

Contract Length: Contract must be completed by June 30, 2021.

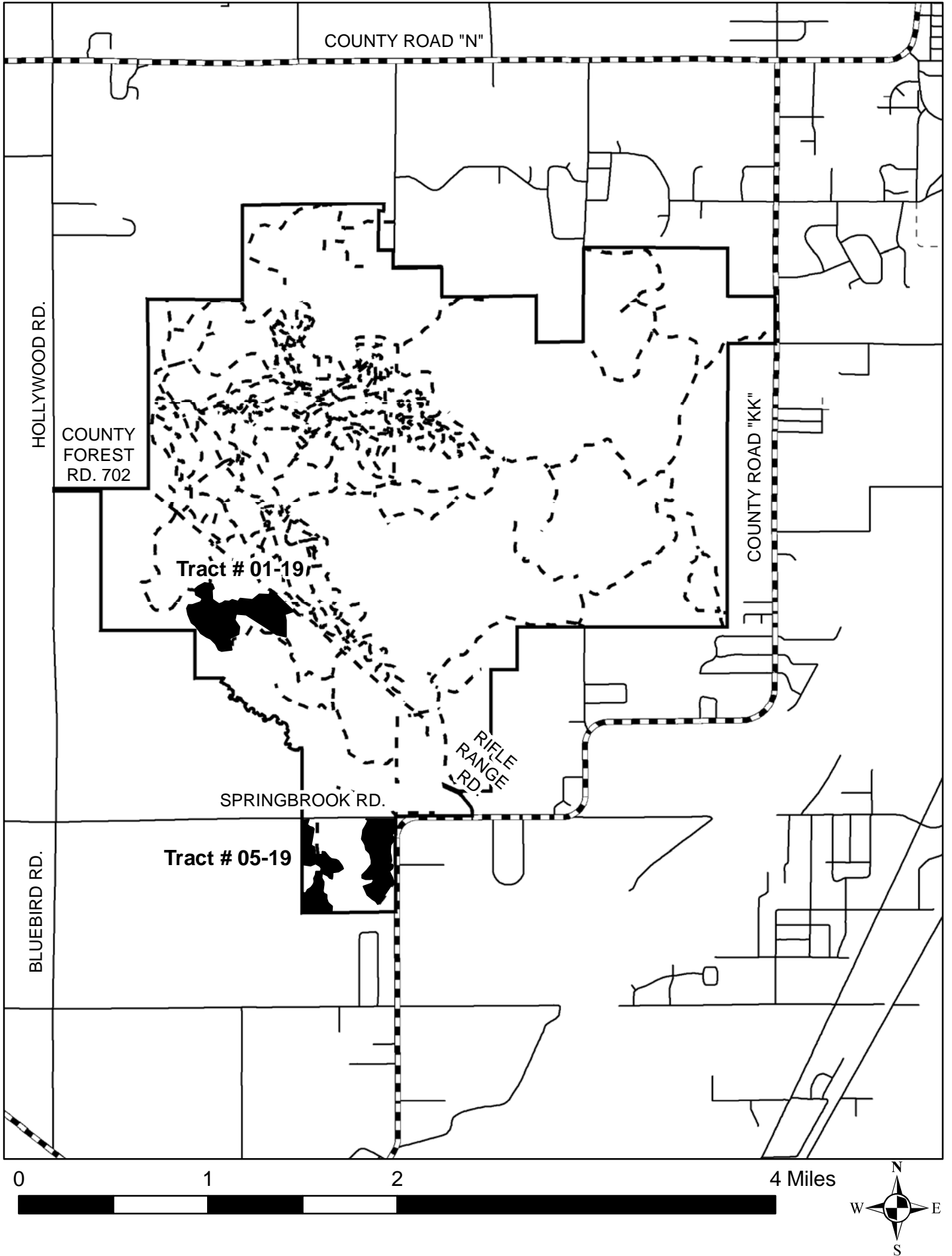
Tract #05-19



Legend

- Area 1: Clear-Cut
- Area 2: Designate Cut
- Aspen Saplings
- Forestry Trails
- County Forest Boundary
- High Voltage Powerlines
- RPL** Red Paint Line

Nine Mile Forest Unit



CLOSE OUT TIMBER SALES

Close out April 2, 2019

Sale 630-14

CENTRAL WI LUMBER

	Estimated	Cut	
Aspen Pulp	330 Tons	280.51 Tons	Aspen Pulp
Mixed Hardwood Pulp	2250 Tons	2763.59 Tons	Mixed Hardwood Pulp
Oak Pulp	350 Tons	326.83 Tons	Oak Pulp
	2930 Tons	3370.93 Total Tons Cut	
Ash Sawlogs	8 MBF	4.23 MBF	Ash Sawlogs
Red Maple Sawlogs	46 MBF	23.76 MBF	Red Maple Sawlogs
Red Oak Sawlogs	32 MBF	18.30 MBF	Red Oak Sawlogs
	86 MBF	46.29 Total MBF Cut	

Total Revenue for Sale: **\$112,305.79**

Balance: \$0.00

Bond Amount: \$28,354.00

Bond Type: Cash Bond

Recommendation: **Close out and return cash bond**

CLOSE OUT TIMBER SALES

Close out April 2, 2019

Sale 643-15

JACOBS LOGGING

	Estimated	Cut	
Aspen Pulp	4100 Tons	6525.71 Tons	Aspen Pulp
Mixed Hardwood Pulp	75 Tons	279.11 Tons	Mixed Hardwood Pulp
Mixed Hardwood Tops <	1200 Tons	1967.46 Tons	Mixed Hardwood Tops <
	5375 Tons	8772.28 Total Tons Cut	

Total Revenue for Sale: **\$73,418.06**

Balance: (\$3,443.82)

Bond Amount: \$11,259.38

Bond Type: Cash Bond

Recommendation: **Close out and return cash bond and balance in the account**

CLOSE OUT TIMBER SALES

Close out April 2, 2019

Sale 647-16

CENTRAL WI LUMBER

	Estimated	Cut	
Mixed Hardwood Pulp	1350 Tons	1755.39 Tons	Mixed Hardwood Pulp
Oak Pulp	480 Tons	537.76 Tons	Oak Pulp
Fuelwood	0 Tons	23.70 Tons	Fuelwood
Mixed Hardwood Tops <	400 Tons		
	2230 Tons	2316.85 Total Tons Cut	
Ash Sawlogs	5 MBF	7.50 MBF	Ash Sawlogs
Red Maple Sawlogs	46 MBF	63.60 MBF	Red Maple Sawlogs
Red Oak Sawlogs	75 MBF	81.57 MBF	Red Oak Sawlogs
	126 MBF	152.67 Total MBF Cut	

Total Revenue for Sale: **\$110,092.99**

Balance: \$15,662.22

Bond Amount: \$22,471.00

Bond Type: Cash Bond

Recommendation: **Close out and return cash bond**

Proposed amendments to the Marathon County Code of Ordinances, Chapter 16, County Forests.

~~Strikeout text is deleted.~~

Shaded text is added.

16.06(1)(c) Recreation use.

~~(c) Persons using County forest facilities must observe all county rules and regulations posted in the areas.~~ Rules and regulations may be made governing the use and enjoyment of all lands, structures and property owned, leased or administered by the County and under the management, supervision and control of the Committee. Any person who shall violate such rules or regulations or who refuses to subject himself thereto may be excluded from the use of such facility. No person shall disregard posted rules and regulations or engage in any activity contrary to posted notice.

16.06(3) Tree stands, and trail cameras and ground blinds.

(a) Tree stands. No person shall construct, cause to be constructed, use or occupy any elevated scaffold or other elevated device commonly referred to as a tree stand on any lands owned or under the control of the County, except that portable tree stands may be used, provided that they are completely removed from the tree each day at the close of hunting hours and provided that such portable tree stands are not in any manner bolted, nailed, screwed or fastened to the tree and provided that such portable tree stands cause no permanent or temporary damage to the trees in which they are placed. Portable tree stands may be left in the woods provided that they have the name, address, and phone number of the owner permanently affixed to the stand in ~~letter/numbers one inch square or larger~~ the English language, and shall be clearly visible and kept legible at all times. Portable tree stands without such identifying information shall be subject to immediate removal by County officials. Portable tree stands may be chained or locked to the base of a tree. ~~All portable tree stands must be removed from County forest lands~~ seven days prior to, and must be removed by the owner within seven days after the close of any deer or bear hunting season established by the Wisconsin Department of Natural Resources.

(c) Ground blinds. No person shall construct, cause to be constructed, use or occupy any ground blind, as that term is defined herein, without a minimum of 144 square inches of solid blaze orange or florescent pink material visible from all directions during any deer hunting season with firearms on any lands owned or under the control of the County. A ground blind may be left in the woods seven days prior to, and must be removed by the owner within seven days after the close of any deer or bear hunting season, provided that ground blinds are collapsed to the ground except while hunting in accordance with applicable state statutes and applicable provisions of the Wisconsin Administrative Code setting forth regulations of the Department of Natural Resources. Any blind must bear the name, address, and phone number of the owner affixed permanently to the blind in the English language, and shall be clearly visible and kept legible at all times. Ground blinds without such identifying information shall be subject to immediate removal by County officials.

16.06(6) Waterfowl hunting and watercraft.

(a) Waterfowl, as that term is defined herein, may be hunted from a waterfowl blind, as that term is defined herein, in accordance with applicable State statutes and applicable provisions of the

Wisconsin Administrative Code setting forth regulations of the Department of Natural Resources, placed above or below the ordinary high watermark, as that term is defined herein, in any County forest. A waterfowl blind may be established not more than seven days prior to the opening of the waterfowl hunting season and must be removed by the owner within seven days after the close of the season established by the Wisconsin Department of Natural Resources. Any blind must bear the name, address, and phone number of the owner affixed permanently to the blind in the English language, and shall be clearly visible and kept legible at all times. Waterfowl blinds without such identifying information shall be subject to immediate removal by County officials.

(b) Watercraft, as that term is defined herein, may be left in any County forest not more than seven days prior to the opening of the waterfowl hunting season and must be removed by the owner within seven days after the close of the season. Any watercraft must bear the name, address, and phone number of the owner affixed to the watercraft in the English language, and shall be clearly visible and kept legible at all times. Watercraft without such identifying information shall be subject to immediate removal by County officials.

(c) Definitions. The following terms shall have the meanings indicated:

Ground blind. A blind used to conceal a hunter hunting from the ground and constructed entirely of dead vegetation from County forest lands or man-made materials.

Ordinary high watermark. The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark, such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation or other easily recognized characteristic. Where the bank or shore at any particular place is of such character that it is difficult or impossible to ascertain where the point of ordinary high-water is, recourse may be had to the opposite bank of a stream or to other places on the shore of a lake or flowage to determine whether a given stage of water is above or below the ordinary high watermark.

Watercraft. Any device used and designed for navigation on water.

Waterfowl. Includes wild geese, brant, wild ducks, rails, coots, gallinules, jacksnipe, woodcock, plovers, sandpipers and wild swan.

Waterfowl blind. Any permanent structure used in hunting waterfowl, which is not removed at the end of hunting hours each day.

(d) **Penalty.** Violations of this subsection shall be punishable as provided in § 16.10 of this chapter relating to waterfowl hunting and watercraft violations.

16.08 General offenses.

(9) Vehicular traffic.

(e) No person shall operate any vehicle for recreational use or other purposes in such a manner as to cause soil erosion or other damage to County property, except that all-terrain vehicles as defined in §340.01(2g), Wis. Stats., and utility terrain vehicles as defined in §23.33(1)(ng), Wis. Stats., are permitted on trails specifically designated for such use in accordance with posted regulations.

Sec. 16.10. - Schedule of cash deposits, County forests.

Section	Title	Deposit
16.06(3)	Tree Stands, Trail Cameras and Ground Blinds	\$50.00
16.06(6)	Waterfowl Hunting and Watercraft	\$50.00

ORDINANCE #O-____-19
Amending Sec. 16.06, Sec. 16.08, Sec. 16.10, Sec. 19.01, Sec. 19.14, Sec. 19.15 and Sec. 19.24
of the General Code of Ordinances:
County Forest Use Regulations, Posted Rules and Regulations, and Update the Schedule of
Cash Deposits

WHEREAS, sec. 28.11(3)(b), Wis. Stats., authorizes the county to “[e]stablish regulations for the use of the county forests by the public and to provide penalties for their enforcement”; and

WHEREAS, sec. 27.05(1s), Wis. Stats., authorizes the county to “[m]ake rules for the regulation of the use and enjoyment of the county parks and open spaces by the public”; and

WHEREAS, sec. 27.075, Wis. Stats., authorizes the county to exercise legislative and enforcement powers within parks located in cities within Marathon County; and

WHEREAS, the Wausau Common Council on August 13, 2013 and **March 26**, 2019 voted to amend sec. 9.20.020(o) of the Wausau Municipal Code; and

WHEREAS, the Wausau Park and Recreation Committee on March 11, 2019 voted to amend sec. 19.15, and sec. 19.24 to mirror the Wausau Municipal Code; and

WHEREAS, the Marathon County Forestry/Recreation Committee on **April 2**, 2019 voted to amend sec. 16.06, sec. 16.08 and sec. 16.10; and

WHEREAS, the Marathon County Park Commission on **April 2**, 2019 voted to amend sec. 19.01, and sec. 19.14; and

WHEREAS, the Marathon County Environmental Resources Committee on **April 4**, 2019 has approved the same; and

NOW THEREFORE, BE IT HEREBY ORDAINED by the Board of Supervisors of the County of Marathon that hereby amends sec. 16.06, sec. 16.08, sec. 16.10, sec. 19.01, sec. 19.14, sec. 19.15 and sec. 19.24 of the General Code of Ordinances, pursuant to the attached.

BE IT FURTHER ORDAINED AND RESOLVED that said ordinances shall be effective upon passage and publication as prescribed by law.

Dated this ____ day of April, 2019.

FORESTRY/RECREATION COMMITTEE

PARK COMMISSION

ENVIRONMENTAL RESOURCES COMMITTEE

Fiscal Impact: None.