

OFFICIAL NOTICE & AGENDA
of a Meeting of the County Forest
Citizens' Advisory Subcommittee of the
Marathon County Board of Supervisors

COUNTY OF MARATHON
Wausau, WI 54403

A meeting of the County Forest Citizens' Advisory Subcommittee will be held at 212 River Drive, Rm. #2, Wausau, WI, 54403, at **6:00pm** on **SEPTEMBER 21, 2016.**

Members: Mike Lane (chair), Marcell Wieloch (vice-chair), John Burke, Mark Chickering, Gary Weiland, Susan Haug, Dale Heil, Paul Klocko, Greg Klos, Jeff Lawrence, Carol Mills

A G E N D A

- I. Minutes
 - A. Approve Minutes of the June 7, 2016 Meeting

- II. New Business
 - A. Subcommittee Appointments/Introduction of Members
 - B. Introduction of Dan Fiorenza – Park and Recreation Manager
 - C. Big Eau Pleine Park Equestrian Trails and Overnight Camping
 - D. Remaining Cross Country Running Race Dates at Nine Mile Forest
 - E. Big Eau Pleine Park Safety and Sanitation Harvest
 - F. County Forester Position Discussion and Recruitment
 - G. 2016 Fall Timber Sale Package
 - H. Article – Deer Seriously Threatening Northwoods Oak Trees
 - I. Lake Wausau Drawdown to Complete Repairs to Rothschild Dam
 - J. Article – 2016 “State of Birds” Report
 - K. Findings of the Sustainable Forestry Initiative Audit
 - L. Michigan Tech Asking for Input on Forest Biomass Survey
 - M. Member Items

- III. Old Business
 - A. DNR Considers Northern Forestry Office Update
 - B. Ragnar Trail Relay Running Race – September 23-24, 2016
 - C. Schira Property Training Burn and Demolition of Buildings
 - D. Marathon County Wildlife Biologist Position Update

- IV. Remaining 2016 Meeting Date – December 21, 2016 at 6:00pm.

- V. Adjourn

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.

ATTN: News Department

THIS NOTICE POSTED AT COURTHOUSE

Daily Herald, City Pages, Marshfield News, Midwest Radio Group &

Faxed by:	Date:
Date:	Time:
Time:	By:

Members present: John Burke, Mark Chickering, Susan Haug, Dale Heil, Greg Klos, Mike Lane, Carol Mills, Marcell Wieloch

Excused: Paul Klocko, Jeff Lawrence, Gary Weiland

Wausau and Marathon County Parks, Recreation, and Forestry Department staff present: Tom Lovlien - Forest Administrator, Dan Fiorenza – Park and Recreation Manager

The meeting was called to order at 6:00 p.m. by Chairman Lane.

I. Minutes

Lane asked for comments. **Motion** by Wieloch to approve the minutes of June 7th, 2016. Motion **carried**.

II. New Business

A. Subcommittee Appointments/Introduction of Members

Lovlien said that Forestry/Recreation Committee had approved all the returning members to the Forest Citizen Advisory Subcommittee. They also appointed Carol Mills to the Subcommittee to represent equestrian interests.

B. Introduction of Dan Fiorenza – Park and Recreation Manager

Lovlien said Fiorenza has been with the Department running operations for twenty two years and has taken over most of Krueger's duties. The Department looked at how they are providing services and have done some restructuring within the Department hoping to gain some efficiency.

C. Big Eau Pleine Park Equestrian Trails and Overnight Camping

Fiorenza said that staff had been discussing how much use the trails at the park can handle in general. The Health Department notified staff that horse camping should not be allowed there. The area had been an overflow area for general campers and grew into a camping area for the horse trailers. Staff is recommending a day use area for local residents of Marathon County versus a destination location. Some of the reasons the Health Department cited were that there was not a proper water supply for camping and restrooms. Fiorenza said it was a matter of the Park Department managing the area incorrectly and not any kind of user abuse. Lovlien cited the Health Department requirements for horse camping and said that staff wants to keep the trails open for horseback riding to serve the local users. Mills mentioned that some people that stay overnight have their own water supply, generators, and restrooms in their trailers. Fiorenza said it was because of State Codes. Staff doesn't feel they have the land base to have a destination location it was a decision to avoid the conflicts of having all the users there at the same time because there is not the capacity. Mills asked if there would be any reconsideration if money was available to make these improvements the Health Department wants. Fiorenza said it will revert back to a day use area for local residents.

D. Remaining Cross Country Running Race Dates at Nine Mile Forest

Lovlien said there are six races at Nine Mile this fall. Five races will occur by the time the mountain bike and horse trails close on October 15th. It had been decided that if there was a sectional race within a one week time period after October 15th that it would be allowed similar to how they allow the horse and bike trails to open early if it's dry out in the spring. That was a compromise that was worked out. There will be one additional sectional race this year on October 21st at Nine Mile. The inner trails will be used so it shouldn't be too much of a problem with hunting.

Old Business

B. Ragnar Trail Relay Running Race – September 23-24, 2016

Fiorenza said the organization has these types of relay running races all over the country. There will be over 2200 runners from many different states for the event that starts on Friday and ends Saturday at Nine Mile. It's good for the County and staff hopes the event returns. Lovlien said no one will be allowed to park at Nine Mile but will be shuttled in from a different location. Staff has met with the organizers of the event and they seem very well organized.

New Business

E. Big Eau Pleine Park Safety and Sanitation Harvest

Lovlien said a vegetation management harvest has been established east of the main road and within 100 feet of the

trails. Four bids were received and Tigerton Lumber received the sale. Chickering asked if there would be any consideration for single track trails. Lovlien said that would take a lot bigger sale and at some point they may want to look at that. Lovlien said the loggers will be required to remove the tops on the single track trails where they cross the other trails.

F. County Forester Position Discussion and Recruitment

Lovlien said that Doug Brown, County Forester has accepted a position of County Forest Specialist with the DNR. The County has approved filling the Forester position and Lovlien hopes to have someone hired by December. The DNR Forest Liaison will be helping the County with more time this fall. Lovlien said the County Forester position is a technical position and he would like to have someone with experience.

G. 2016 Fall Timber Sale Package

Lovlien said there are four sales on about 256 acres on this fall bid opening and most of the sales are out of the heavy recreational unit areas. Lovlien summarized each of the sales. He said bids will be opened on October 3rd.

H. Article – Deer Seriously Threatening Northwoods Oak Trees

Lovlien said a deer fence enclosure was installed around several acres in Bayfield County. Inside of the enclosure the red oaks regenerated while outside of the enclosure they didn't. The deer population is so high in some areas that they cannot regenerate oak. The article is eye opening because some of the deer advisory councils in that area were out voted by other CDAC members who want to see more deer. Some areas in Marathon County they cannot get oak to regenerate. At some point if people want oak and other species to regenerate, the deer population will have to be reduced. Discussion followed.

I. Lake Wausau Drawdown to Complete Repairs to Rothschild Dam

Lovlien said that the drawdown was supposed to be initiated a week or two ago so the Rothschild dam could be fixed. The drawdown has not started yet. There will be a federal meeting tomorrow so it may happen yet this fall or it could be delayed. The Park Department plans on fixing boat landings and change out piers when the water is drawn down.

J. Article – 2016 “State of Birds” Report

Haug reported there are 119 bird species of concern in Wisconsin. That is about fifty percent of birds in decline. Most of it is due to habitat destruction, wetlands being filled, tempered forests being cut down and grasslands being converted to other uses. There was an Audubon study which said that climate change is going to affect 55% of the birds and where they will migrate. The birds will have to go further north to find food and they are not going to be able to line up their migration with food sources. These food sources will bud and hatch out at different times so all that will play a part in bird decline. Lovlien noted that when staff does management activities on county forests and parkland they are required to follow DNR requirements regarding concerned, threatened and endangered species.

J. Findings of the Sustainable Forestry Initiative Audit

Lovlien mentioned that the County Forest is certified by the Sustainable Forestry Initiative whereby a third party audits how the County manages its timber sales, recreation, wetland, and wildlife. They come to Wisconsin every year to complete a field certification audit in a few counties. It is a group certification under the County forest system so what they find in some areas affects all the counties. In the last two years the auditors did not find any minor or major non-conformances. This year they found one minor non-conformance and one opportunity for improvement. The minor non-conformance had to do with using an incorrect number on the SFI logo and the opportunity for improvement was for justifying what they doing in aspen clear cut blocks. Lovlien said it is good to have a third party look at how the County is managing to a set of principles and criteria that meets sustainable forestry and wildlife habitat. Heil said the certification is important for the County because it helps market their product.

K. Michigan Tech Asking for Input on Forest Biomass Survey

Burke explained that a student from Michigan Tech. contacted him about a survey they are doing on biomass use and public perception on what it does to the forests by some of the user groups. Burke asks that members share with their

constituents if they are interested in filling out the survey in the next couple months. The student is interested in this area because of the local biomass plant. Lovlien mentioned that the plant is running on less biomass right now. He said there are DNR biomass guidelines and because of these guidelines there is more than enough biomass left on sites.

L. Member Items

Haug said the Bird Club is going to reprint the bird checklist. They also might produce a map of bird hot spots in Marathon County. She mentioned that a Bird City summit will be held the last weekend of October and there will be a WBCI Wisconsin bird conservation initiative. Events include a tour at the Everest County Forest, Birds and Beer, talks, tour and reception at Leigh Yawkey Woodson Art Museum. Everyone is welcome. She is continuing to work on the feral cat issue.

Lane questioned if Lovlien was receiving comments on logging at Nine Mile. Lovlien said he has not received any calls. He believes this group has done a lot of education and taken information back to their user groups. He said they as foresters have also learned from the user groups about things like snow management along the trails and other techniques to lessen the impact. He believes having a sale at Nine Mile regularly is good to keep the forest healthy and protect the resources. Burke thought it helped they went to irregular clear cuts with some trees left and that people realized that the trees come back and in some cases improved the activity they are doing. It's part of a process of getting used to it and that it's done responsibly.

Lovlien said Chief State Forester Paul De Long has taken a position with the American Forest Foundation. His last day is September 30th so there will be a new Chief State Forester for the DNR. Lovlien also noted that Single Track Magazine voted Nine Mile as the most popular bike trail in Wisconsin.

Mills asked about the criteria the Health Department wanted for the camping area and wouldn't they want those amenities for day time use. Lovlien said there is a pit toilet at the parking area but not water. Mills questioned if horse group money could be used to improve day use. Staff agreed.

III. Old Business

A. DNR Considers Northern Forestry Office Update

Lovlien said the final report was submitted to the DNR Secretary. A total of up to 45 positions could be moved to Hayward, Wausau or Rhinelander. The report will be submitted as part of the 2017-2019 State budget. From there the Legislature and Governor will decide whether or not to make it part of the budget. If it makes it through the budget, the Forestry Division will determine potential sites and building areas.

C. Schira Property Training Burn and Demolition of Buildings

Lovlien said there was a training burn on the Schira property in July where they burnt the house and garage. All that's left is the foundation, slab, pole shed and some small buildings. Some areas will have to be filled in plus concrete will be removed. Once this is done the land will return to the wild. Lovlien hopes the work will be finished by October 31st.

D. Marathon County Wildlife Biologist Position Update

Lovlien said a DNR Wildlife Biologist for the Marathon County area could be hired by November 1st of this year. The person will be involved with deer hunting right away.

IV. Remaining 2016 Meeting Date - December 21, 2016 at 6:00 pm.

V. Adjourn

Motion by Burke to adjourn, motion **carried**. Meeting adjourned at 7:30 pm.

August 2016

**MARATHON COUNTY FOREST
CITIZENS' ADVISORY SUBCOMMITTEE**

Mark Chickering 2918 Pine Ridge Blvd. Wausau WI 54401 (H) 715-571-8295 Email: mark.chickering@aspirus.org	Mountain Biking 2 year term to 2018 Expires September 1, 2018
John Burke 5907 Old coach Rd. Wausau WI 54401 (H) 715-218-7883. E-mail: johnbethburke@charter.net	Cross-Country Skiing 2 year term to 2018 Expires September 1, 2018
Greg Klos 6603 Cavin Dr. Wausau WI 54401 (H) 842-5951 (W) 845-2206 E-mail: gklos@charter.net	Conservation 2 year term to 2018 Expires September 1, 2018
Susan Haug R13775 River Rd. Ringle WI 54471 (H) 446-2775 (W) 847-2000 Ext.52714 E-mail: sjhaug@charter.net	Birding 2 year term to 2018 Expires September 1, 2018
Mike Lane 921 Landfried Ave. Mosinee WI 54455 (H) 693-2749	Hunting 2 year term to 2018 Expires September 1, 2018
Carol Capelle Mills 4152 Martin Rd. Kronenwetter, WI 54455 (H) 715-359-3058 (C) 715-571-6654	Equestrian 2 year term to 2018 Expires September 1, 2018
Paul Klocko 3907 Pat St. Weston WI 54476 (H) 715-241-6940 E-mail: pklocko@dwave.net	General Member 2 year term to 2017 Expires September 1, 2017
Marcell Wieloch 1705 Town Hall Rd. Mosinee WI 54455 (H) 693-4449	Conservation Congress 2 year term to 2017 Expires September 1, 2017
Jeff Lawrence 5203 Sternberg Ave Weston WI 54476 (C)715-581-9195 Email: jeff@twinforestproducts.com	Forest Industry 2 year term to 2017 Expires September 1, 2017
Gary Weiland 3799 Redwood St. Fenwood WI 54426 (H) 715-581-2875	ATV/Motorized 2 year term to 2017 Expires September 1, 2017
Dale Heil C4051 Karen Ln. Stratford WI 54484 (H) 687-2110 (W) Truck 498-2252	Logging 2 year term to 2017 Expires September 1, 2017

MARATHON COUNTY TIMBER SALE
Big Eau Pleine County Park - August 2016

Tract # 8-16 BEP TRAIL SALE

TICKET SALE	Species	Estimated Volumes
		4" Top
	Mixed Hardwood	1250 Tons
	Basswood	280 Tons
	Aspen	280 Tons
	Ash Logs	45.0 MBF (incl. any mixed logs, less than 2%)
	Basswood Logs	12.0 MBF
	Maple Logs	9.0 MBF (70% hard maple, 30% red maple)
	Hickory Logs	5.0 MBF (incl. approx. 300 BF of oak logs)

Location: Town of Green Valley, Sec. 1&2, T26N R5E; Town of Bergen, Sec. 6&7, T26N R6E

Seasonal Time Frame: August 24-March 30 (No Logging activities Friday-Monday of Labor Day weekends)

Cutting Area: 88 acres.

Cutting Regulations: Sale Area- Cut all merchantable aspen, hickory and purple marked trees within 100' on both sides of trails (excluding private lands). There are some very wet swales/drains. Contractor NOT expected to cut in these areas. County Forester will work with contractor identifying these areas.

Roads, Trails, and Deck Areas: Landings as indicated on map. Landing by old gravel pit (see map). County in process of redesigning/altering pit to accommodate landing and semi-truck turn-around.

Slash/Wildlife/Other: Lop and scatter all tops to lie within 24 inches of the ground (less than 12" within 15' of trails). Mound height will not exceed 12". No slash across private lands.

- **There are approximately 170 cords of hickory pulp (includes less than a load of oak) in the sale. All of this volume will be cut/skid and hauled to the Firewood Parking Lot Landing (see map). County will pay the contractor \$60/cord for the delivered wood.**

Utilization: Pulpwood - One or more sticks to a 4-inch top diameter inside bark (DIB).
Sawlogs- 10-inch or larger diameter inside bark (DIB), at least 50% sound.

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 March 30, 2018

Sale Map on Back

BID DATE: FRIDAY SEPTEMBER 9TH, 12:00 PM.

Send quotes to:
Marathon County PRF
Attn: Doug Brown
212 River Dr. Suite #2
Wausau, WI 54403

or email to:
Doug.Brown@co.marathon.wi.us

BEP Trail Sale Tract 8-16

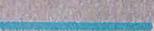
Private

Private

L Parking Lot

L Old Pit

Legend

 Sale Area
 Landings

L  Along road and on trail

L Firewood Parking Lot





WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

212 River Drive, Suite 2
Wausau, WI 54403-5476

www.ci.wausau.wi.us

Telephone (715) 261-1550
Facsimile (715) 261-1565

www.co.marathon.wi.us



FALL 2016 TIMBER SALE INVITATION FOR BID

#NSF-SFIS-1Y943

Here is our fall timber sale prospectus.

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

- **NEW - REVISED BID BOND REQUIREMENT: 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)
- Marathon County reserves the right to scale any wood products piled in the woods for longer than 30 days.
- **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, October 3rd, 2016, 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, October 3rd, 2016, Conference Room 3, 212 River Drive, Wausau, Wisconsin, 54403.

Thomas 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.

FALL 2016 TIMBER SALE SUMMARY - MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
9-16	Aspen Mixed Hardwood Tops/Biomass	2370 Tons 150 Tons 500 Tons	<u>Hewitt-Harrison Forest Unit</u> – PRAYING SALE (52 acres) Summer/Fall/Winter logging. Access to Rocky Road. Ticket Sale. Contract must be completed by December 30, 2019.
10-16	Mixed Hardwood Aspen Fir Red Maple Logs Tops/Biomass	1970 Tons 690 Tons 25 Tons 34.0 MBF 670 Tons	<u>Hewitt-Harrison Forest Unit</u> – HANSON'S LAMB SALE (58 acres) Winter logging. Access to Hanson Road. Ticket Sale. Contract must be completed by December 30, 2019.
11-16	Mixed Hardwood Aspen Red Maple Logs Ash Logs Tops/Biomass	2100 Tons 110 Tons 38.0 MBF 20.0 MBF 560 Tons	<u>Hewitt-Harrison Forest Unit</u> – AMOROUS SNAKES SALE (63 acres) Winter logging. Access to either/or Rocky Rd. or Shepard Rd. Ticket Sale. Contract must be completed December 30, 2019.
12-16	Aspen Mixed Hardwood Basswood Oak Red Maple Logs Red Oak Logs Ash Logs Basswood Logs Tops/Biomass	2300 Tons 1100 Tons 250 Tons 200 Tons 22.0 MBF 15.0 MBF 14.0 MBF 9.0 MBF 1200 Tons	<u>Ringle Forest Unit</u> – MATINEE SALE (88 acres) Winter logging. Access to Sportsman Rd. Ticket Sale. Contract must be completed by December 30, 2019.

INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 262 acres of timber on Tracts 9-16, 10-16, 11-16, and 12-16. These tracts have an estimated 14,195 tons and 152.0 thousand board feet of:

Aspen Pulp	5,470 Tons	Red Oak	15.0 MBF
Mx. Hwd. Pulp	5,320 Tons	Red (Soft) Maple Logs	94.0 MBF
Basswood Pulp	250 Tons	White Ash Logs	34.0 MBF
Oak Pulp	200 Tons	Basswood Logs	9.0 MBF
Fir Pulp	25 Tons		
Biomass/Tops	2,930 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, October 3rd, 2016, 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.

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: William L. Duncanson, Director

Wausau and Marathon County Parks, Recreation, and Forestry Department

TIMBER SALE BID

I submit the following bid on Tract No. _____

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

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

Logger's Statement of Qualifications:

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

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

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

(Please fill out and sign reverse side)

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

5. FISTA trained Yes No Date _____

Other safety 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 stumps 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. 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 (SFI) – Certificate #NSF-SFIS-1Y943. Forest products from this sale may be delivered to the mills "SFI certified" 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. 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 Annosum Root Rot, make sure to clean logging equipment (tires, cutting head, etc.) with pressured water prior to entering this harvest.

Heterobasidion Irregular (Annosum) – Prevention Treatment

The Purchaser shall purchase and apply an approved fungicide (SPORAX 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.
3. All stumps shall be left clear of logging slash to allow for the application and inspection of the approved fungicide.
4. If Cellu-Treat is used, 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 Irregular (Annosum) 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 Annosum Fungicides

Label Name	Active Ingredient	Distributor
Sporax	sodium tetraborate decahydrate	Wilbur-Ellis Company 1214 Cty Rd D, Almond, WI Phone: 715-366-2500 P.O. Box 15289, Sacramento, CA, 95851-0289 Phone: 1-800-426-3491 Website: www.wilbur-ellis.com
Cellu-Treat	disodium octaborate tetrahydrate	Crop Production Services N5853 5 th Ave Plainfield, WI 54966 715-335-4900 Website: www.uap.com OR Nisus Corp. at 800-264-0870 Website: www.nisuscorp.com

Dated this ____ day of _____, 2016

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
Hewitt-Harrison Forest Unit - September 2016

Tract # 9-16 PRAYING SALE

Ticket Sale	Species	<u>Estimated Volumes</u>	
		4" Top	
	Aspen	2370 Tons	
	Mixed Hardwood	150 Tons	
Option to Bid	Tops/Biomass	500 Tons	

Location: Town of Hewitt, Sec. 25, T30N, R9E; Town of Harrison, Sec. 30, T30N, R10E

Seasonal Time Frame: July 1 - March 31st (Ground conditions **MUST** be dry for summer/fall logging and would require skidding all wood to parking lot. 2 patches closest to parking lot have approx. 470 cords of wood)

Cutting Area: 52 acres

Cutting Regulations: Sale Area- Cut all trees > 1" DBH Except oak and conifer

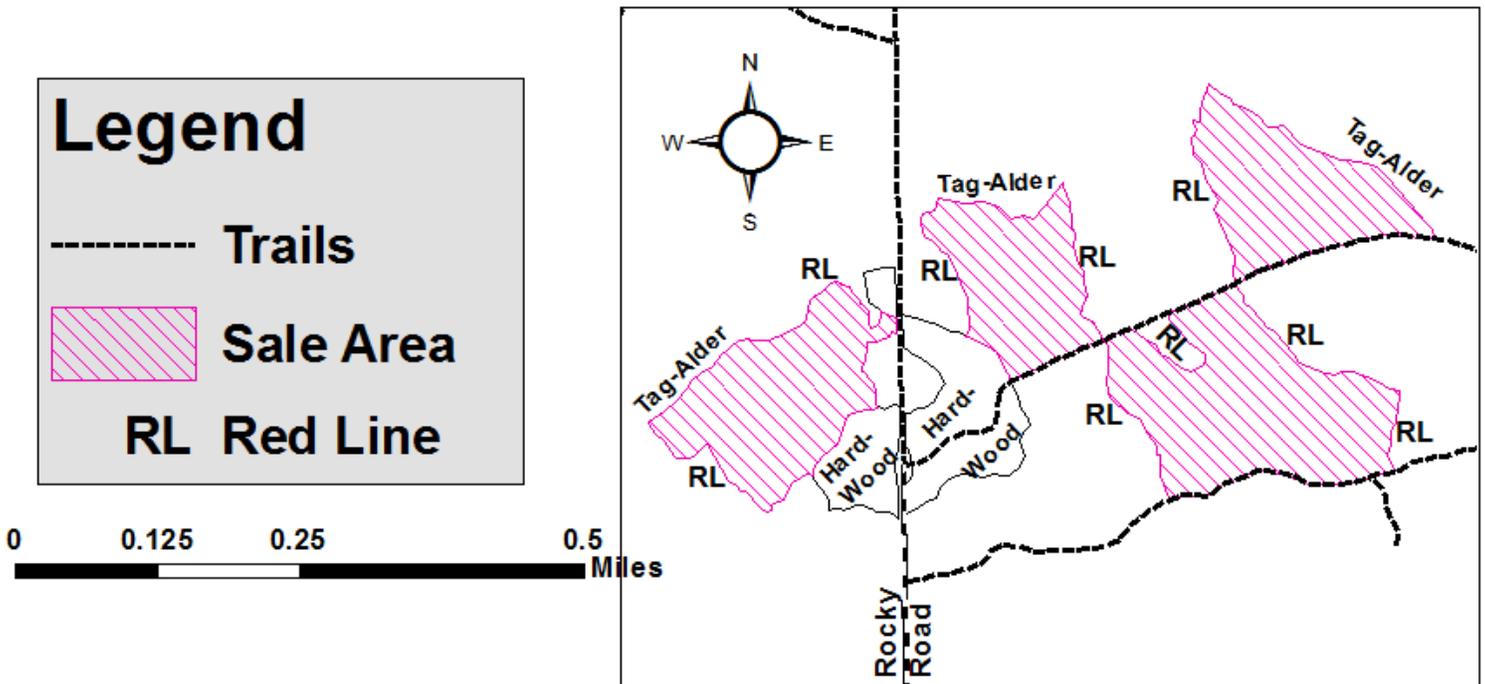
Roads, Trails, and Deck Areas: Forestry Division must approve skid routes and decking areas. product length. Lop and scatter all tops to lie within 24 inches of the ground. Pull all merchantable and unmerchantable ironwood out of ground or cause root damage. Trees marked with a "W" are specific wildlife trees. Do not cut or damage.

Slash/Wildlife/Other: 16'8" maximum forest

Utilization: Pulpwood - One or more sticks to a 4-inch top diameter inside bark (DIB).
Tops/Biomass- Minimum utilization down to 2" diameter inside bark (DIB)

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 30, 2019.



Hewitt-Harrison Forest Unit

Hanson Road
Tract #10-16

County "G"

County "Y"

Co. "Y"

Shepard Rd.

Rocky Rd.

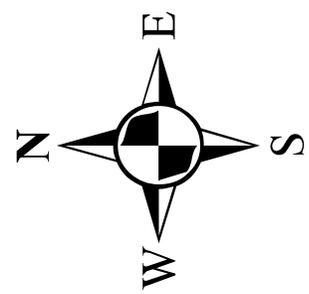
Tract #11-16

Tract #9-16

Mill Rd.

County "G"

Mill Rd.



Private

Prvt

Private

Private

Private

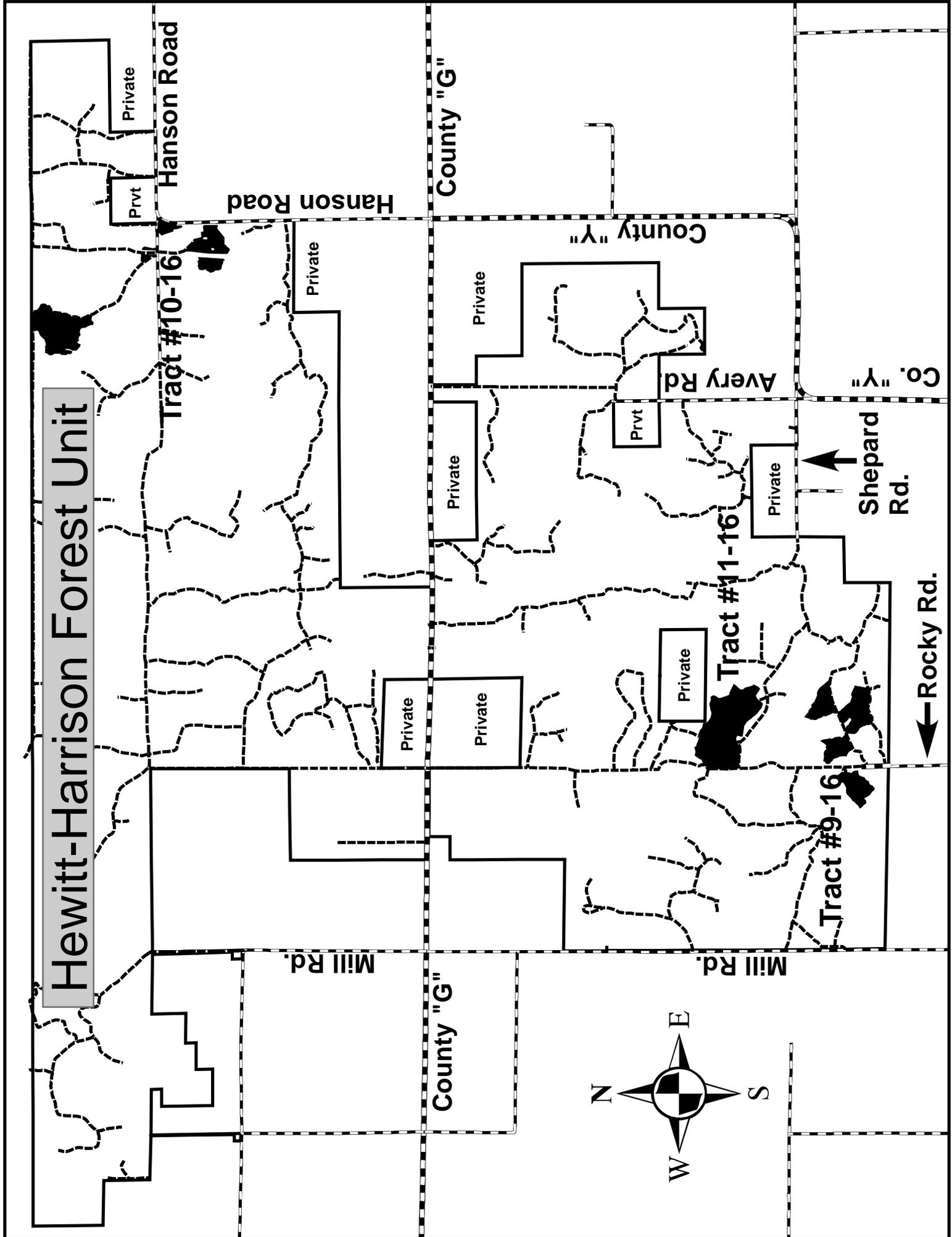
Prvt

Private

Private

Private

Private



MARATHON COUNTY TIMBER SALE
Hewitt-Harrison Forest Unit - September 2016

Tract # 10-16 HANSON'S LAMB SALE

TICKET SALE	<u>Species</u>	<u>Estimated Volumes</u>
		<u>4" Top</u>
	Mixed Hardwood	1970 Tons
	Aspen	690 Tons
	Fir	25 Tons
	Red Maple Logs	34.0 MBF (include any mixed logs)
Option to Bid	Tops/Biomass	670 Tons

Location: Town of Harrison, Sec. 4, T30N, R10E

Seasonal Time Frame: Frozen ground

Cutting Area: 58 acres. Green Paint Line separates cutting areas

Cutting Regulations: Area 1- Select Mark (2 Acres in 1 block) Cut all merchantable aspen, white birch and orange marked trees.

Area 2- Clearcut A (31 Acres in 2 blocks) Cut all merchantable trees Except oak, white pine or spruce. Residual cutting NOT required. **Minimize damage to advanced regeneration.**

Area 3- Clearcut B (25 Acres in 5 blocks) Cut all trees > 1" DBH Except oak, white pine or spruce.

Roads, Trails, and Deck Areas: Forestry Division must approve skid routes and decking areas.

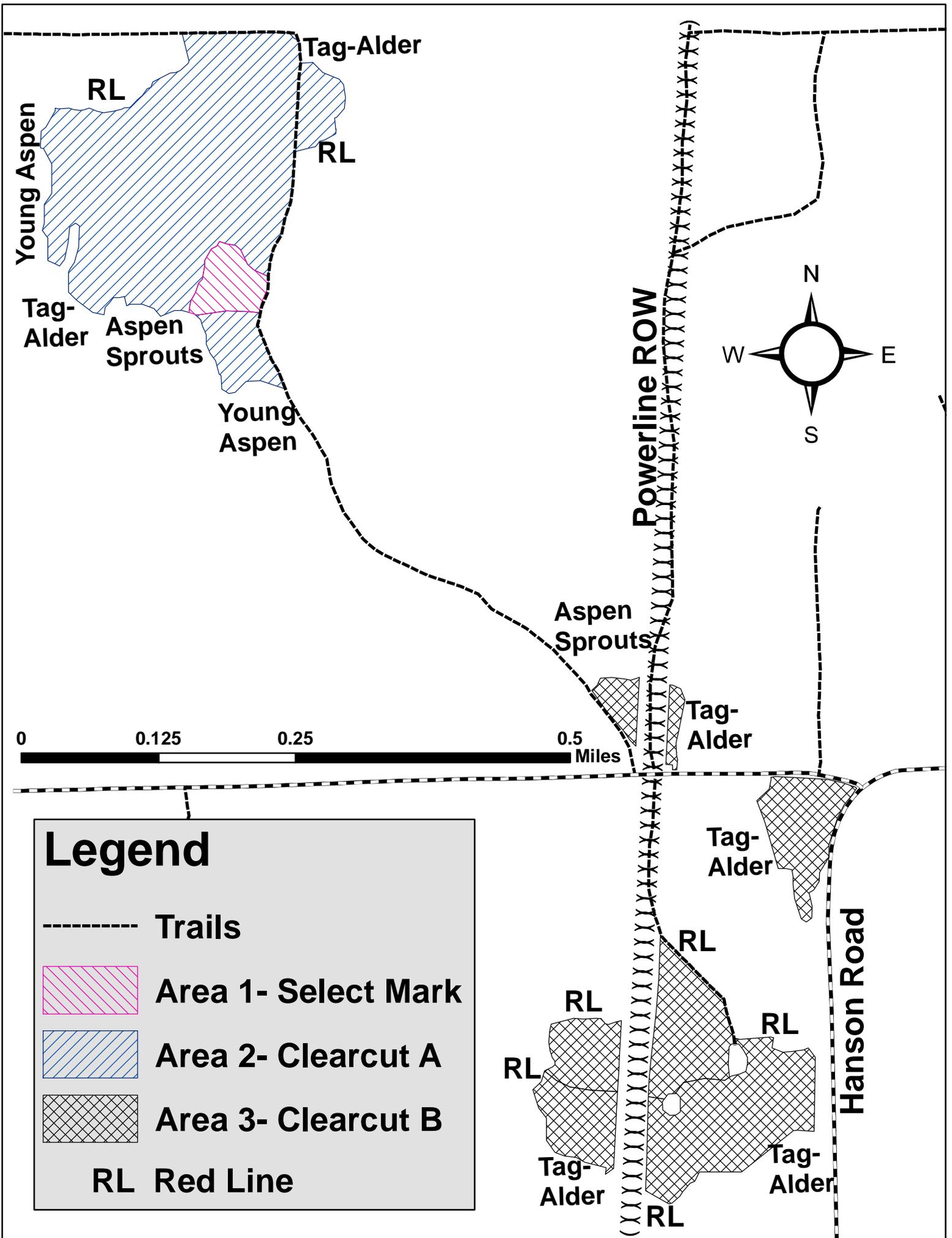
Slash/Wildlife/Other: Lop and scatter all tops to lie within 24 inches of the ground. Pull all merchantable and unmerchantable ironwood out of ground or cause root damage.

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

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 30, 2019.

SALE MAP ON BACK



MARATHON COUNTY TIMBER SALE
Hewitt-Harrison Forest Unit - September 2016

Tract # 11-16 AMOROUS SNAKES SALE

TICKET SALE	<u>Species</u>	<u>Estimated Volumes</u>
		<u>4" Top</u>
	Mixed Hardwood	2100 Tons (includes approx 2 loads of basswood)
	Aspen	110 Tons
	Red Maple Logs	38.0 MBF (includes hard maple, less than 5%)
	Ash Logs	20.0 MBF (includes any mixed logs, approx. 5%)
Option to Bid	Tops/Biomass	560 Tons

Location: Town of Harrison, Section 19, T30N, R10E

Seasonal Time Frame: Frozen ground

Cutting Area: 63 acres. Green Paint Line separates cutting areas

Cutting Regulations: Area 1- Select Mark (26 Acres in 3 blocks) Cut all merchantable aspen, white birch and orange marked trees.

Area 2- Clearcut (37 Acres in 1 block) Cut all merchantable trees except oak, white pine or spruce. Residual cutting NOT required. **Minimize damage to advanced regeneration.**

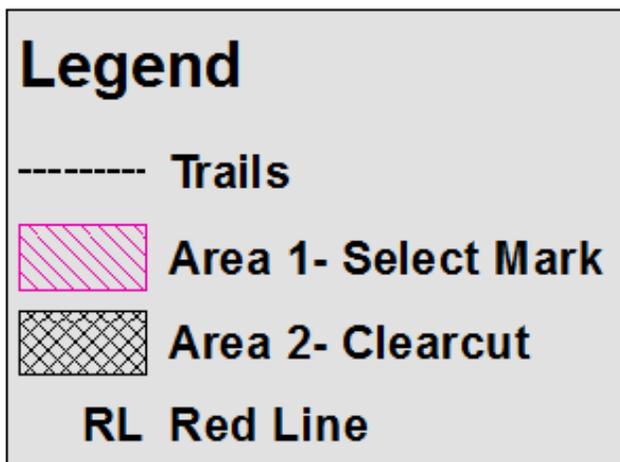
Roads, Trails, and Deck Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail "open", must leave 3" snowbase on trail.

Slash/Wildlife/Other: 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. Trees marked with a "W" are specific wildlife trees. Do not cut or damage.

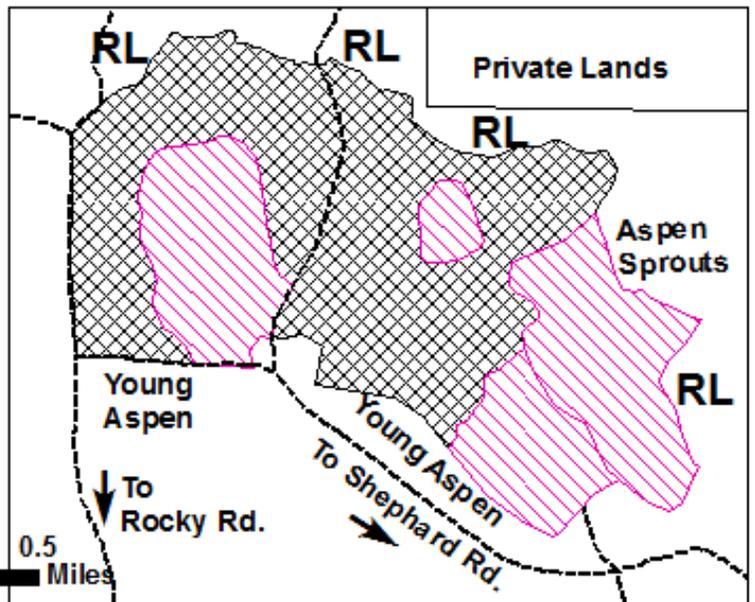
Utilization: Pulpwood - One or more sticks to a 4-inch top diameter inside bark (DIB).
 Tops/Biomass- Minimum utilization down to 2" diameter inside bark (DIB)
 Sawlogs- 10-inch or larger diameter inside bark (DIB), at least 50% sound.

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 30, 2019.



0 0.125 0.25



0.5 Miles

Hewitt-Harrison Forest Unit

Hanson Road
Tract #10-16

County "G"

County "Y"

Co. "Y"

Private

Prvt

Private

Private

Private

Prvt

Private

Private

Private

Private

Tract #11-16

Tract #9-16

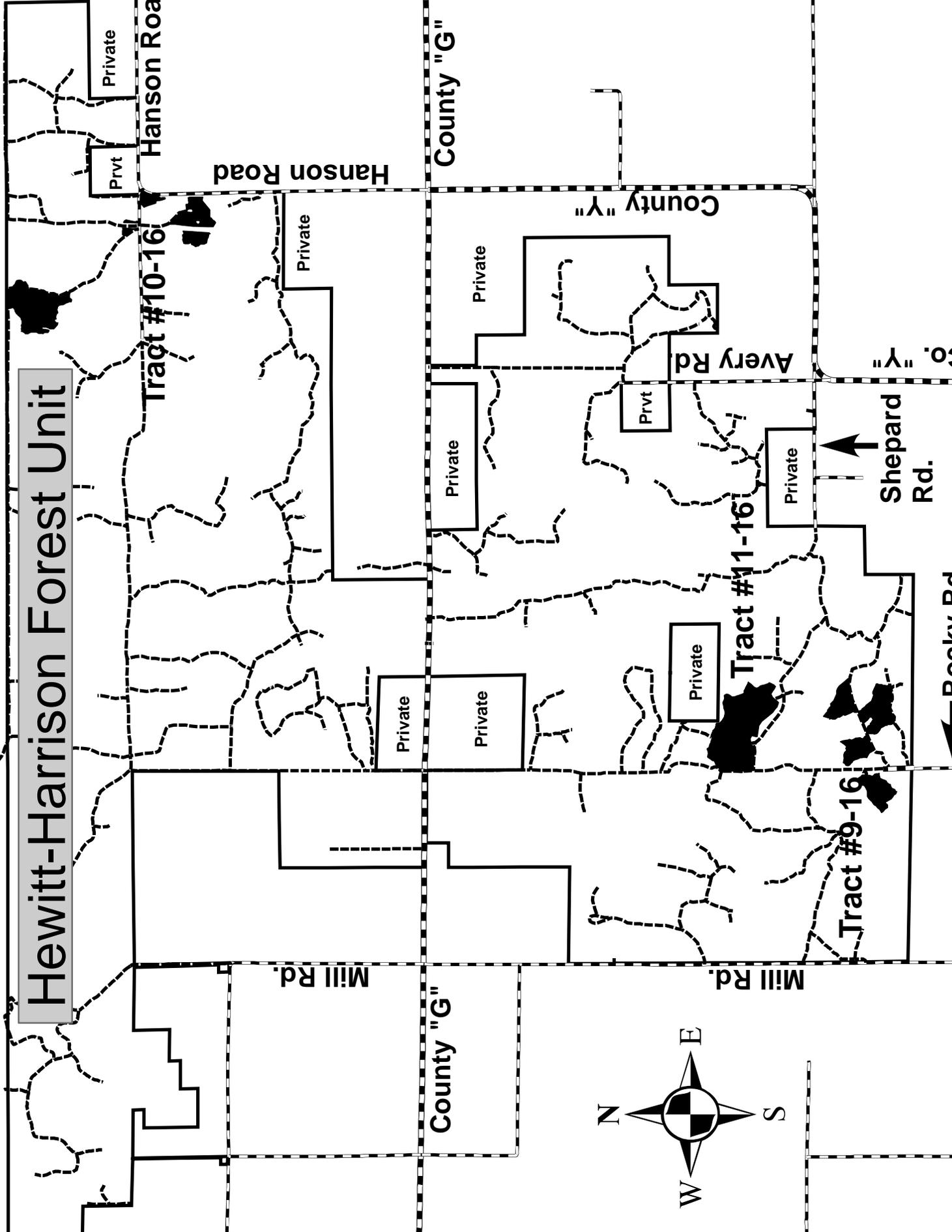
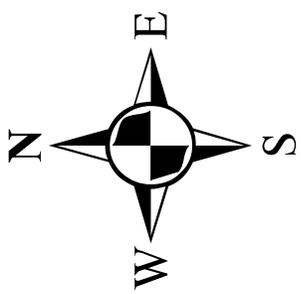
Shepard Rd.

Rocky Rd.

Mill Rd.

County "G"

Mill Rd.



MARATHON COUNTY TIMBER SALE
Ringle Forest Unit - September 2016

Tract # 12-16 MATINEE SALE

TICKET SALE	<u>Species</u>	<u>Estimated Volumes</u>
		<u>4" Top</u>
	Aspen	2300 Tons
	Mixed Hardwood	1100 Tons
	Basswood	250 Tons
	Oak	200 Tons
	Red Maple Logs	22.0 MBF (Incl. approx. 10% hard maple)
	Red Oak Logs	15.0 MBF
	Ash Logs	14.0 MBF
	Basswood Logs	9.0 MBF (incl. any mixed logs)
Option to Bid	Tops/Biomass	1200 Tons

Location: Town of Ringle, Sec. 31, T28N, R9E

Seasonal Time Frame: Frozen Ground (If trails dried out, would allow late summer/fall logging)

Cutting Area: 89 acres. A Green Line separates the cutting areas.

Cutting Regulations: Area 1- Select Mark (45 Acres in 1 block) Cut all merchantable aspen, white birch and orange marked trees.

Area 2- Clearcut (44 Acres in 4 blocks) Cut all trees >1" DBH Except conifers and those trees marked in pink paint.

Roads, Trails, and Deck Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail "open", must leave 3" snowbase on trail.

Slash/Wildlife/Other: Lop and scatter all tops to lie within 24 inches of the ground and not across blue line. Pull all merchantable and unmerchantable ironwood out of ground or cause root damage. Trees marked with a "W" are specific wildlife trees, do not cut or damage.

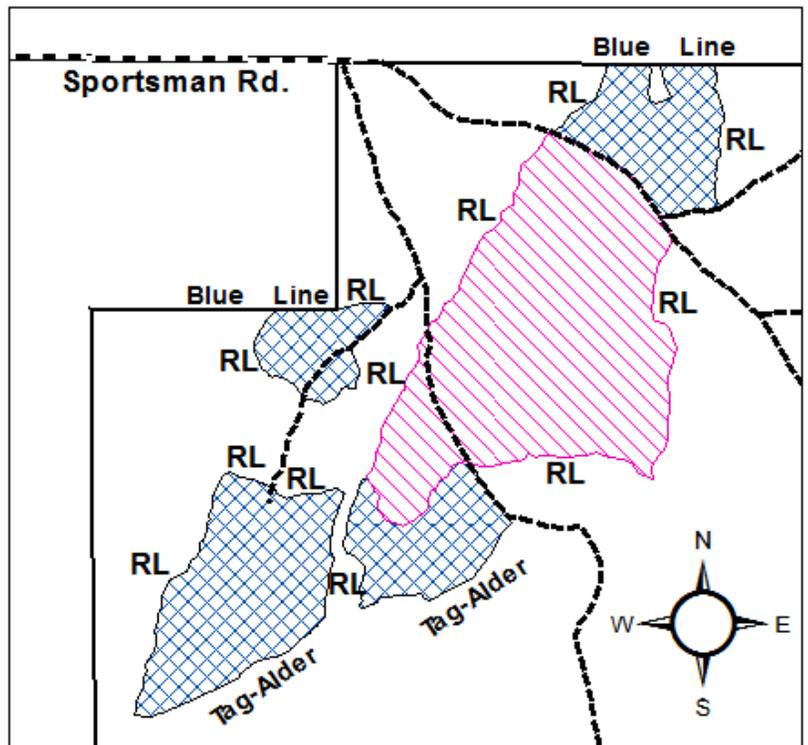
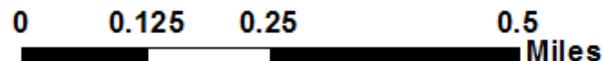
Utilization: Pulpwood - One or more sticks to a 4-inch top diameter inside bark (DIB).
Tops/Biomass- Minimum utilization down to 2" diameter inside bark (DIB)
Sawlogs- 10-inch or larger diameter inside bark (DIB), at least 50% sound.

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 30, 2019.

Legend

- Trails
- Area 1- Select Mark
- Area 2- Clearcut
- County Forest Boundary
- RL Red Line



Ringle Forest Unit

Weston Ave.

Big
Wound Rd

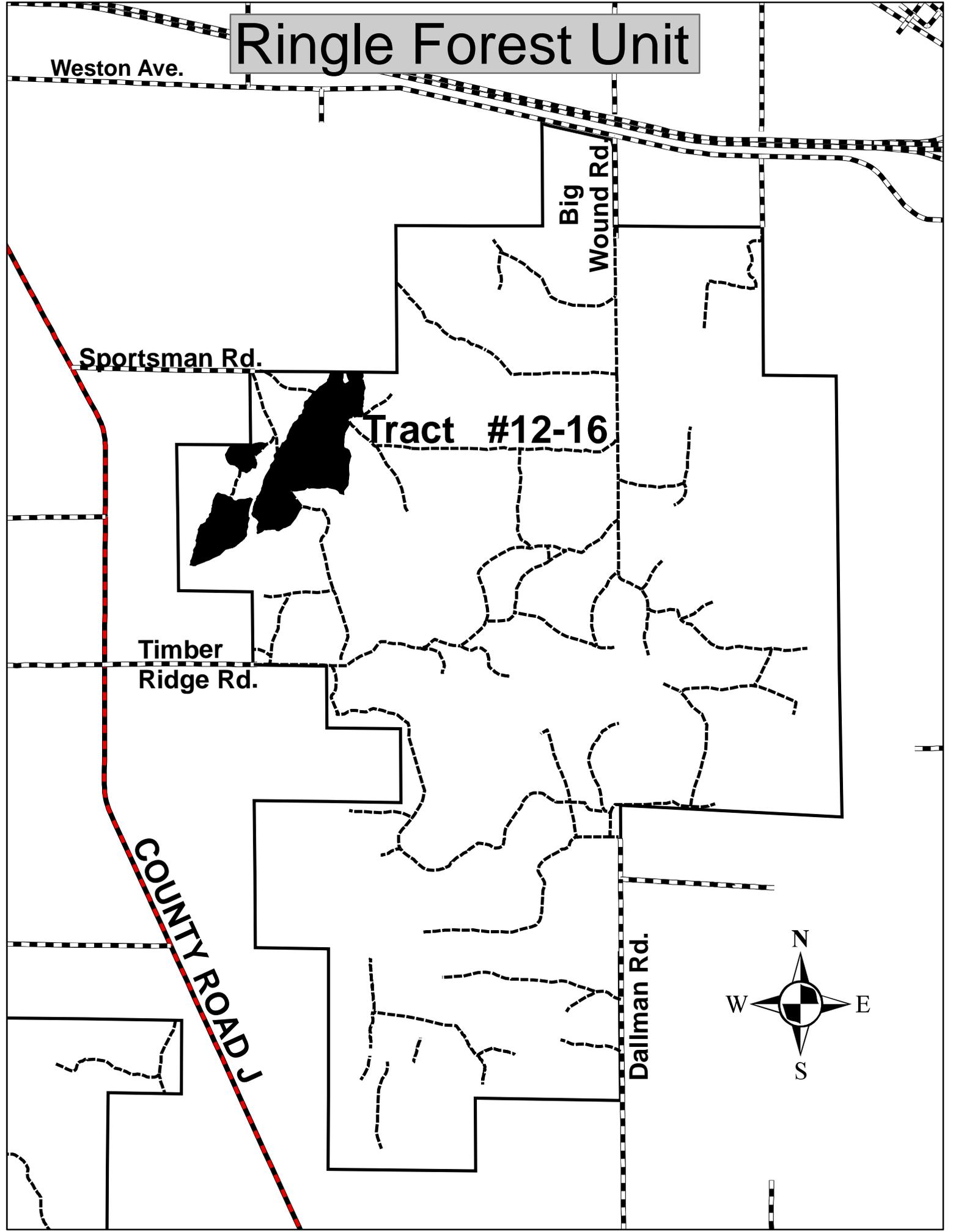
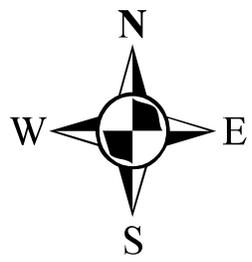
Sportsman Rd.

Tract #12-16

Timber
Ridge Rd.

COUNTY ROAD J

Dallman Rd.



Deer seriously threatening Northwoods oak

Patrick Durkin, For USA TODAY NETWORK-Wisconsin 6:06 a.m. CDT August 19, 2016



(Photo: Patrick Durkin photo)

For all the accusations we hear about too many wolves and careless deer management in northern Wisconsin, many areas still have enough whitetails to jeopardize the Northwoods' once-robust oak stands.

In fact, some foresters think it's time to simply cave into hunters' demands for more deer and quit trying to manage forests for this lucrative hardwood, which woodland owners have long cherished. They say if you have mature oaks and abundant deer, realize that whitetails can prevent the oaks from regenerating. Whether you cut them for lumber or watch them die of old age, they might be the last of their species.

That was the message heard in late July from two "oak huggers" who addressed the Wisconsin Outdoor Communicators Association's annual conference in Eagle River.



Dave Clausen (Photo: Patrick Durkin photo)

Dave Clausen of Amery, a former Natural Resources Board chairman; and Mike Amman, the forester for Bayfield County's Forestry and Parks Department, concede they're minority voices in Wisconsin's long-running deer debates. Both serve on their respective County Deer Advisory Councils, and both were outvoted this spring by fellow CDAC members who want more deer in Polk and Bayfield counties.

Still, Clausen and Amman stand their ground, citing scientific evidence that deer often make it impossible to regenerate oaks, even in areas with wolves and harsh, deer-killing winters.

Amman is responsible for Bayfield County's 169,400 acres of county forest, which is open to public hunting. Clausen owns and manages about 450 acres of woodlands in Polk County, and 10 people besides him hunt it. Even with antlerless tags and crop-damage tags they can't kill enough deer to grow oaks.

Amman said Bayfield County's county-owned forests hold 14,867 acres of oak, of which 80 percent is 86 years or older. To regenerate oak, forestry textbooks recommend large-scale logging followed by prescribed burns.

That process jump-starts young oaks, which soon cover the forest floor.

Unfortunately, the region's deer herd has been overpopulated for much of the past 30 years, so traditional oak-growing systems simply produce deer food, not trees. Amman said after harvesting the oaks in one 35-acre test parcel in 2001 and burning it in 2005, the patch grew thick with oak saplings by 2008.

And deer loved it. By 2013, after eight growing seasons, 90 percent of the 3,798 young, heavily browsed oaks stood only 1 foot or less tall, and 10 percent were between 1 and 2 feet tall. None stood 2.1 feet or taller. Normally, red oak in that region grow 1-2 feet annually, and stand taller than men by their sixth growing season.

Instead, those sites grow thick stands of sage and bracken ferns. The ferns thickly cover these sites in summer, but leave no food or cover after dying in fall.

What can be done to spare oaks? Well, 8-foot fencing costs about \$442 per acre. And if you want to surround each seedling or sapling in a 5-foot tube until it grows beyond the deer's reach, it costs about \$300 per 100 tubes, not including time or labor.

Clausen knows those challenges. He installed wire enclosures around 40 of his young oaks this year, and plans to protect another 100 by spring. Still, that's like fighting a wildfire with a \$50 squirt gun. He showed a photo of a lone oak he planted in 1990-91 with 50,000 other oak seedlings. That tree, which he calls "Lucky," stands about 25 feet tall and is the planting's only survivor.

Browsing deer stunted most of those young oaks, which eventually were shaded out by pines planted at the same time. "The only thing that works is to cut a stunted oak at ground level and fence it off," Clausen said. "Stunted oaks have tremendous root systems and produce remarkable growth if you protect their tops, but that's impractical and too expensive when you're trying to grow 50,000 trees."

Amman and Clausen don't expect Wisconsin's current deer-management program to help, although some folks try. The state's Deer Species Advisory Committee, for example, includes mostly Department of Natural Resources biologists.



Mike Amman (Photo: Patrick Durkin photo)

When they recommended antlerless quotas this spring in 28 Northwoods counties, they agreed only Iron and Forest counties couldn't support hunting for does and fawns. The committee said seven counties – Ashland, Bayfield, Douglas, Florence, Oneida, Sawyer and Vilas – should have antlerless quotas ranging from 200-630, but the hunter-run CDAC committees in those counties rejected their advice and voted for zero. The CDACs in six other counties also voted for lower quotas than biologists recommended: Langlade, Lincoln, Marathon, Marinette, Oconto and Rusk.

When the final statewide CDAC recommendations went to the seven-citizen Natural Resources Board for approval in May, no one mentioned the science committee's recommendations.

Even so, Clausen keeps arguing his case, but doubts anything will change until farming and forestry interests pressure legislators to restore effective deer-management strategies.

"I sit on Polk County's CDAC, and I'm under no illusion that we're managing deer," Clausen said. "We could issue unlimited bonus tags and still not kill sufficient deer to reach our goal. With the current season structure and hunter attitudes, we've lost the ability to control the herd."

In Bayfield County, the CDAC committee supported Amman's idea to enroll 10,000 acres of county forest in the state's new Deer Management Assistance Program to get some antlerless hunting. The county's forestry committee rejected the plan.

Amman is frustrated but not surprised. "They only hear from hunters who say there's no deer," Amman said. "They overrule our paid staff of foresters, even though we're presenting all this evidence of a problem undercutting the oak's sustainability. We have an entire industry built on the flow of timber, but before long we'll have little oak to sell."

Clausen isn't surprised either.

"The statewide post-hunt deer population in 2015 was nearly 1.2 million deer, which is nearly twice the sound goal for winter," he said. "That was also above the post-hunt 2014 herd by 6 percent in the northern forest, 17 percent in the central forest, 6 percent in the central farmlands, and 11 percent in the southern farmland. When this (DNR) administration said they were not going to consider numbers in setting deer policy, they were serious."

Patrick Durkin is a freelance writer who covers outdoors for USA TODAY NETWORK-Wisconsin. Email him at patrickdurkin56@gmail.com.



PUBLIC NOTICE

Domtar will be conducting a drawdown of Lake Wausau to complete routine concrete repairs and maintenance on the Rothschild Hydroelectric Project.

Drawdown Begin Date: The drawdown is expected to be initiated no earlier than September 12, 2016.

Drawdown Details: The drawdown will be no more than 4 inches/day and is not expected to exceed 5 feet.

Drawdown Finish Date: The progression of the drawdown will stop at the five foot level or October 1st, 2016 which ever arrives first.

Refill Start Date: Domtar is expecting to begin refill of the reservoir no later than November 15th, 2016.

- Foot traffic only on exposed flowage bed – vehicles and ATVs are strictly prohibited.
- Metal detecting and driftwood collecting are prohibited in the reservoirs.
- Use caution when carrying boats or canoes to/from navigable waters.
- Boaters should be aware that navigational hazards such as logs and stumps may be more common during the drawdown.
- As always caution should be exercised when recreating on Lake Wausau.

To report activities prohibited contact the WDNR hotline at 1-800-847-9367

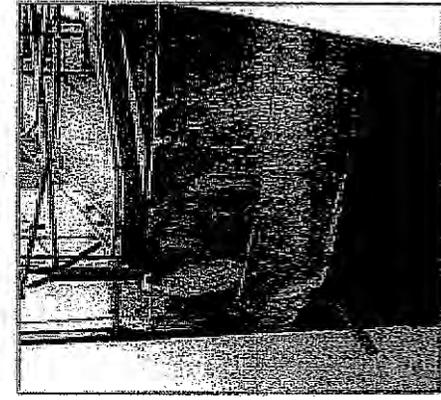
For more information about the drawdown contact Domtar at (715) 359-3101

over →

Concrete Repairs to the Rothschild Dam

(By: Warren Netzer)

Domtar will be working on the upstream portion of the dam this fall. We are going to repair the concrete piers that have a fair amount of ice damage. The picture below shows pier 11 and you can see how the upper portion of the concrete is showing signs of weathering. What we can't see is the area



below the waterline where we have a greater amount of damage. The damage is caused by the freeze thaw cycle that we have during the colder months of the year.

There are two ways to repair the damage to the piers, one is to repair in the wet as they call it and one is in the dry. We have opted to complete the repairs in the dry so that we have a better repair. With the decision made to lower Lake Wausau for repairs we had to contact F.E.R.C., Wisconsin DNR and Wisconsin Valley Improvement to work through all of the issues/ concerns and get permission to lower the lake. After a fair amount of work we have been granted permission to lower the lake in a controlled manner. So this fall, we will start lowering the lake level after Labor Day weekend. The lake will be lowered to allow us to complete the repairs but, will not

exceed more than 4" a day until we have reached a level that allows us to safely work on the repairs. The areas that we need to repair are 3-4 feet below the normal waterline. After water levels have been lowered the contractor can start chiseling away the bad concrete. Once the bad concrete is removed the contractor will install new rebar and build forms around the piers and pour new concrete. When the repairs are complete and all of the forms are pulled we will start to fill the lake back up to normal levels. If everything goes as planned and Mother Nature helps out the work should be completed no later than the end of October.

PUBLIC NOTICE

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- Boat traffic on exposed water bed - vehicles and toys are strictly prohibited
- Metal fishing and driftwood collection are prohibited in the reservoir
- Use caution when carrying boat or canoe to/from navigable waters
- Boaters should be aware that new gator hull habitats, such as legs and stumps may be in the reservoir during the drawdown
- As a way of caution should be exercised when recreating on Lake Wausau

For more information contact Domtar at (715) 349-3101

Tom - Susan Haug

2016 'State of Birds' report finds 119 species in Wisconsin meriting conservation concern

By **MICHAEL JOHN JAEGER**
WSO President

Over the years, multiple critical reviews have identified important bird conservation issues in Wisconsin (or regionally including Wisconsin).

These plans spotlighted a total of 119 priority species warranting conservation

"When bird populations struggle, our natural resources are stressed. It is a truth that birders know all too well because they experience it every day in the field."

concern that spend some of their time in Wisconsin. While a dozen or so wetland and upland games birds are included, the vast majority are non-hunted birds.

The geographic or taxonomic focus of these different reviews varies, but there are some common priorities.

The *State of North America's Birds 2016* is the most recent addition. In many ways it has a broader focus than many of the earlier reviews, covering all of North America, rather than focusing on just the U.S., a particular state or region.

The following are some of the major priorities, focusing on Wisconsin, that can be teased from the 2016 report and grouped by major habitat type or bird group.

TEMPERATE FORESTS

In the temperate forests habitat, the report notes that while there may be more overall acres of temperate forest in North America than 100 years ago, today's forests lack a diversity of young and old trees that contribute to prime bird habitat.

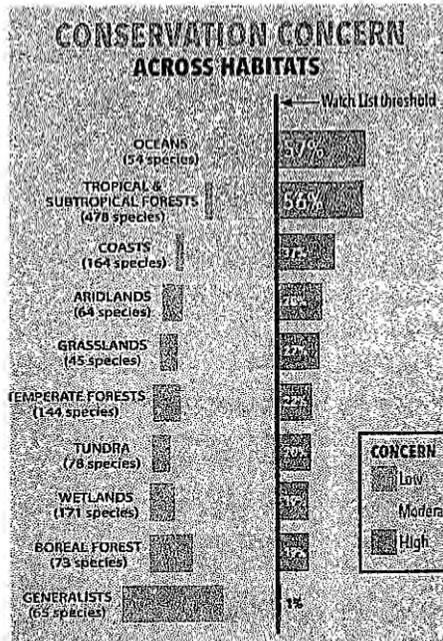
It also notes that the quality of many temperate forests is adversely affected by the lack of periodic fire.

Many nesting temperate forest bird species in Wisconsin are in decline, including the **WOOD THRUSH, OLIVE-SIDED FLYCATCHER, BLACK-BILLED CUCKOO, EASTERN WHIPPOOR-WILL, RED-HEADED WOODPECKER**, as well as a host of warbler species, including **GOLDEN-WINGED, CERULEAN, KIRTLAND, PROTHONOTARY, KENTUCKY, CONNECTICUT** and **CANADA WARBLERS**

GRASSLANDS

In the grasslands habitat, three species were singled out for concern: the **GREATER PRAIRIE-CHICKEN, HENSLOW'S SPARROW** and **BOBOLINK**.

North American grasslands are continuing to be lost due to housing development and to both agricultural conversion and increased grazing pressure.



ing to be lost due to housing development and to both agricultural conversion and increased grazing pressure.

WETLANDS

In the wetlands habitat, the report notes that while recent wetland conservation actions have greatly benefited many waterfowl and other waterbird populations, 33 species are still of concern across North America.

In Wisconsin, the species of concern are the **AMERICAN BLACK DUCK, HORNED GREBE, YELLOW RAIL, KING RAIL** and **NELSON'S SHARP-TAILED SPARROW**.

SHOREBIRD SPECIES

Finally, the North American 2016 report identifies a number of shorebird species

that warrant conservation focus, many of which visit Wisconsin only during migration. These are the **PIPING PLOVER, HUDSONIAN GODWIT, MARBLED GODWIT, BUFF-BREASTED SANDPIPER, SHORT-BILLED DOWITCHER** and **AMERICAN WOODCOCK**.

The report evaluated the conservation status of all native North American bird species across nine key ecosystems.

It is based on the first-ever conservation vulnerability assessment for all 1,154 native bird species that occur in Canada, the continental U.S. and Mexico, and reflects a collaboration between experts from all three countries.

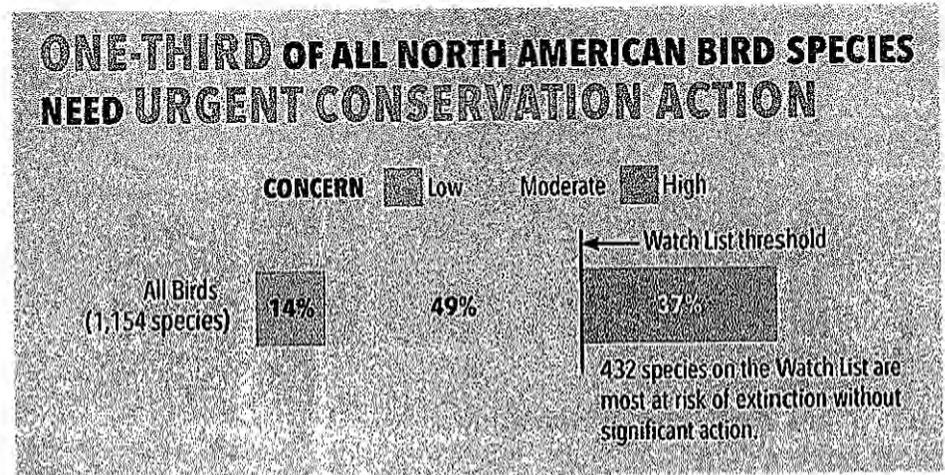
The report shows that more than one third of all North American bird species need urgent conservation action and calls for a renewed, continent-wide commitment to saving our shared birds and their habitats.

It emphasizes that healthy environments for birds also provide benefits to other wildlife and people, such as clean air and water, flood and erosion control, and coastal resilience.

When bird populations struggle, our natural resources are stressed. It is a truth that birders know all too well because they experience it every day in the field.

Birds in ocean and tropical forest habitats are in crisis, the report found. More than half of the bird species in these ecosystems are at risk of extinction without significant action.

Steep population declines also threaten birds in coastal, aridland and grassland habitats. In particular, long-distance migratory shorebirds and species that migrate from the Great Plains of Canada and the U.S. to Mexico's Chihuahua grasslands have lost, on average, almost 70% of their continental population.



over →

CONSERVING HABITATS: Highlights

- Reforestation efforts by ABC, our conservation partner ECOAN, and several local communities in Peru's Vilcanota Mountains achieved a significant milestone in 2015: We have now planted more than 1 million *Polylepis* trees. To help meet this mark, more than 900 people from four communities came together in a tree-planting festival, installing 57,100 saplings in a single day. *Polylepis* forests in the Vilcanota Mountains support a community of endemic and threatened birds, including the Royal Cinclodes and the White-browed Tit-Spinetail.

- ABC and two Colombian partners, Fundación ProAves and Fondo para la Acción Ambiental y la Niñez, completed a conservation corridor to provide critical winter habitat for the rapidly declining Cerulean Warbler and more than 150 other bird species, including the Golden-winged Warbler. Over the past ten years, the 6-mile corridor has been reforested with 500,000 seedlings of native trees grown in nurseries at the nearby Cerulean Warbler and Pauxi Pauxi bird reserves. This effort was made possible by the support of Amos Butler Audubon, Elisha Mitchell Audubon,

Indiana Department of Natural Resources, Missouri Department of Conservation, and Southern Wings.

- ABC launched three major collaborative *Bringing Back the Birds* initiatives for priority migratory birds on their breeding and wintering grounds. In the Great Lakes and Eastern forests, we are creating and improving habitat for Golden-winged and Cerulean Warblers and many other species while also conserving their wintering habitats in Latin America. Across five states in the Gulf of Mexico region, we are restoring declining bird populations by monitoring and protecting critical nesting areas to increase the breeding success of Least Tern, Wilson's and Snowy Plovers, and Black Skimmer. In the northern Great Plains and Mexico's Chihuahu Desert, we are working to improve breeding and wintering grounds for declining grassland birds, often focusing on Long-billed Curlew to achieve benefits for many species including Sprague's Pipit and Baird's Sparrow. Our partners in this work include Partners in Flight, the Joint Ventures, public and private land managers, ranchers, and forest management companies.



Photo by OPJV Staff, 2013

Meet ABC Staff:

Growing up near Chicago, Jim Giacomo liked math and wanted to be an aquatic biologist. But in college, he discovered that bird population data was more fun—and also meant he could spend his time looking for nests. “Like Easter every day during the breeding season,” says Jim, who is Coordinator of the Oaks and Prairies Joint Venture.

Finding and monitoring bird nests allows Jim to learn something about the personality of individual birds. Even within individual species there is wide variation in the way the parents will respond to visitors. “Some will sneak off the nest quietly, some will make noise to lead you away, and a few will try to scare you away with aggressive displays.” Working in conservation, Jim appreciates that no two days are alike. And when he needs a bit of inspiration, what does he do? He goes birding, of course.

COUNTY FOREST CERTIFICATION CARs

***For Review in 2016 / 2017 County Forest audits
and for discussion at Partnership Meetings**

08/23/16 Rev.

*To Liaisons, CF Administrators, Team Leaders, and County Forest Internal Audit Teams – Listed below are selected CARs and Opportunities for Improvement that have application to individual counties. Some of the CARs listed below have been closed, but it is our (DNR) responsibility as the group manager to confirm follow through by the group members on corrective actions. This is based on findings from the 2016 CFL SFI and FSC surveillance audits, as well as previous audit findings. Both DNR and the Counties also have responsibilities to comply with ALL aspects of the standards and a checklist of the entire standard is now part of the 3 yr. audit reviews. **The partnership meetings and County Forest 3-year audits remain a very important part of the group monitoring effort.**

Partnership meetings – It is very important to document a county's conformance or progress towards conformance on each and every item identified as a **current (2016) CAR, OBS, or OFI** in the partnership meeting minutes. **Do NOT** simply put "discussed certification CARs". The section of this document titled "CARs & OFI/Observations (both SFI & FSC) from prior audits that may require attention and other potential issues" should be discussed if the issues are still relevant in the particular county and please document if any additional actions have been taken for these items, if relevant.

DO NOT INCLUDE the italicized questions directly as a part of your audit report or partnership minutes. They are included as prompts for generating discussion.

****Findings are based on the preliminary SFI and FSC audit reports – as of 08/23/16.**

SFI - 2016

Minor Non-conformances (CARs) - 1 issued

SFI Minor CAR 2016-1: Use of SFI Logos does not fully conform to Section 5 - Rules for Use of SFI On-Product Labels and Off-Product Marks.

SFI Program Participants with fiber sourcing programs (acquisition of roundwood and field-manufactured or primary-mill residual chips, pulp and veneer to support a forest products facility), must also conform to the SFI 2015-2019 Fiber Sourcing Standard. Use of the SFI on-product labels and claims shall follow Section 5 - Rules for Use of SFI On-Product Labels and Off-Product Marks as well as ISO 14020:2000.

This CAR was issued based on a number of inconsistencies in the way that the SFI logo and references to SFI were depicted, including:

Burnett County, Sawyer County, and Washburn County have a promotional use of the SFI trademark/logo on their load tickets. Logo usage does not conform to the Rules for Use of SFI On-Product Labels and Off-Product Marks. SFI License Code is noted as "SFI-00059", WI-DNR's License Code, rather than the WI County Land's correct License Code of "SFI-01617" or the License Code does not appear at all.

Sawyer County has additional uses of the SFI promotional logo on their "Forest Wood Residue, Forest Twig/Pole Harvesting, Permit to Cut Boughs", Bill to Purchaser, and Timber Sale Contract. Promotional logo is either missing the License Code or has the incorrect License Code as noted above. It is unclear if any of these logo approvals has been applied for and approved. WDNR has a link for the WI County Forest lands:

<http://dnr.wi.gov/topic/TimberSales/countyForests.html> This link includes SFI

promotional logo that displays the incorrect license code of "SFI-00059", WI-DNR's License Code, rather than the correct WI County Land's License Code of "SFI-01617".

This Minor CAR aligns with Major CAR 2016.1 in FSC (see below). The process will be vetted through the WCFA Certification / Legislative Committee at their next meeting on September 29th however it will almost certainly require an initial assessment of the current uses / references to SFI certification by each County. The actions to correct this finding will have a relatively short timeline and will require an assessment of current use, decisions on how best to meet the standard, official approval of proposed uses by SFI, and then implementation by the individual counties.

- *Does the County request approval from the certificate manager (county forest specialist) for new uses of the logos or changes to how the SFI reference is displayed on documents? (All changes & uses require formal approval).*
- *Where does the County currently include SFI logos or references to SFI certification?*
- *In what form is the reference to SFI? (Logo, certificate & license code only, etc.)*
- *Document the county's existing uses of references to SFI including both written and electronic use. List: a) how the reference appears and b) where it appears (e.g. haul tickets, invoicing, TS contract, permits, web pages (include links), letters, etc.*

Opportunities for Improvement (OFI) – 1 issued

OFI 2016-1 There is an Opportunity for Improvement in the criteria and implementation of stand level retention within larger Aspen clear-cut blocks.

Leaving standing Aspen trees within aspen clearcut units is occasionally done, generally in association with the protection of other features such as vernal pools or small wetlands or seeps. More often when Aspen are left uncut they are located on the edges of clear-cut units as part of riparian or visual buffers. Identified, isolated live den trees are also left when noticed. Foresters are able to describe many good reasons for not retaining individual or groups of live, standing Aspen trees in Aspen clear-cuts. There is less familiarity with reasons for leaving some.

- *Are foresters aware of the county's green tree retention guidelines and where they can be found? (Typically in the appendix of the 15 yr. plan and also referenced in Chapter 24 – Marking Guidelines of the Silviculture Handbook).*
- *Do foresters generally select trees for retention that are generally representative of the dominant species naturally found on the site, particularly in aspen stands?*
- *Do foresters consider retaining small patches of trees for retention, patches including a mix of dominant species, particularly when it might be impractical or unadvised to retain scattered individuals of that species?*
- *When retention is not generally representative of the dominant species naturally found on the site, is justification documented in the 2460?*

FSC - 2016

MAJOR Non-conformances (CARs) – 1 issued

FSC Major CAR 2016.1: Promotional use of trademarks, logos and references to FSC certification are out-of-compliance with the current Requirements for use of the FSC trademarks by Certificate Holders FSC-STD-50-001 (V1-2) EN

We were found to have a system-wide (aka widespread, systemic, ...) problem with use of FSC logos and trademarking. This is similar to the Minor CAR issued under SFI but more widespread. We have an accelerated timeline to fix this. Again, this will require an assessment of current use,

Tom Lovlien

From: johnburkeski@gmail.com on behalf of John Burke <johnbethburke@charter.net>
Sent: Tuesday, June 14, 2016 1:20 PM
To: Tom Lovlien
Subject: Fwd: Michigan Tech: Forest Biomass Survey

Tom, I was contacted by a PhD student at Michigan Tech who is working on a biomass related project and is interested in gaining feedback from various user or interest groups who use these forests for other purposes. I told him about our committee which he found impressive that we would have such a thing. Anyway, I was wondering if you would be willing to send this on to the committee so they can share it with their member groups. I'll forward it to our Wausau Nordic Ski Club members. The return on this for you might be some good feedback to you in your position and forest management planning. He sounded like he would be willing to share information and also make himself available for presentations if anyone wants.

John Burke
Performance Timing, LLC
5907 Old Coach Road
Wausau, WI 54401
john@performancetiming.com
www.performancetiming.com
715-218-7883

----- Forwarded message -----

From: Brad Barnett <barnett@mtu.edu>
Date: Tue, Jun 14, 2016 at 12:55 PM
Subject: Michigan Tech: Forest Biomass Survey
To: johnbethburke@charter.net

Hi John,

Thank's for your time today to talk about my research project and for agreeing to share the survey with several Marathon County organizations. Here's the link to the online survey: https://www.surveymonkey.com/r/MTU_Forest_Use. The survey only takes about 15 minutes to complete. Below you'll find a brief project description with a quick explanation of why this is relevant to members of recreation and conversation groups in the area. Thanks again!

Project Description:

I am working on a research project investigating public opinion on the use of woody biomass (e.g. forest materials like whole trees, branches, mill wastes, etc.) for electricity production. I am particularly interested in public perceptions of the impact of using woody biomass on local forests. The answers you provide in this survey will help me to see how important stakeholders in your community view local forest health, local forest management, and the potential impacts of woody biomass production. Biomass production from forests *may* alter the way local forests are managed, and this may result in various social, economic and environmental impacts.

The survey seeks input from members of outdoor recreation, conservation or education groups in Wisconsin which use local, public forestland for recreation and outreach activities. Since many organizations' activities take place in local forests, local forest management decisions may impact the members and activities of these groups. I hope you take advantage of this opportunity to provide your input. Hopefully, the project can help inform public forest management decisions to make sure in-forest harvesting (if it takes place) can co-exist with recreational activities and community needs.

Here's the survey link: https://www.surveymonkey.com/r/MTU_Forest_Use. Thank you for your help, and feel free to contact me by email or phone using the contact information below.

Tom Lovlien

From: Keranen, Chad M - DNR <Chad.Keranen@wisconsin.gov>
Sent: Tuesday, September 06, 2016 7:42 AM
To: Tom Lovlien
Subject: Update on final forestry headquarters proposal

Update on final forestry headquarters proposal

By Rebecca Diebel, Policy Advisor

Published: 9/2/2016

Under WI Act 55, the DNR is required to analyze the potential relocation of the Division of Forestry headquarters (FR HQ) to a northern location. In July, the Division shared a draft with partners and staff and asked for feedback on the draft. The department is responsible for submitting a proposal, which the Secretary will do as part of the agency's budget submission in mid-September. The resulting proposal will go to Gov. Scott Walker and the Legislature for consideration as part of the 2017-2019 biennial budget, a process that will begin during the winter and spring of 2017.

The Division received 44 comments in response to the July 14, 2016 release of the draft proposal for the relocation of the FR HQ to a northern location. Comments were varied in their support for or concern about the proposal.

We will send all Forestry staff a copy of the final proposal when it is sent to the Natural Resources Board as part of the Department's budget in mid-September. It is important to remember that this is an analysis and that the legislature and Governor may or may not want to take action on the proposal. If the relocation is approved, action toward building or leasing a new office would not initiate until the budget takes effect in July, 2017. From that point, there are many steps until an actual move would take place.

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