

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 **March 21, 2018**.

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

A G E N D A

- I. Minutes
  - A. Approve Minutes of the December 20, 2018 Meeting
  
- II. New Business
  - A. 2017 County Forest Division Annual Report
  - B. 2017 County Forest Law Enforcement Report
  - C. 2008-2017 County Forest Division Expense/Revenue Report
  - D. 2018 Spring Timber Sale Package
  - E. Winter Recreation – Trail Program Update
  - F. ATV/UTV Sustainable Trail Guidance Document
  - G. 2003 – 2017 Value of Public Land Forest Timbersales in Wisconsin
  - H. Member Items
  
- III. Old Business
  - A. Land Acquisition – Updates on the Town of Harrison and Town of Rib Mountain Properties
  - B. 2018 Spring Bird Survey at Nine Mile County Forest
  - C. County Deer Advisory Council Update on Preliminary 3-Year Quota
  - D. Discussion on Nine Mile County Forest Event and Use Regulations and Recommendation to the Forestry/Recreation Committee
  
- IV. Remaining 2018 Meeting Dates – June 6, September 19 and December 19, 2018 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](mailto: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, Ryan Schleifer, Gary Weiland

Excused: Paul Klocko, Carol Mills, Marcell Wieloch

Wausau and Marathon County Parks, Rec, and Forestry Department staff present: Tom Lovlien-Forest Administrator  
Others Present – Pat Peckham

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

## I. Minutes

**Motion** by Burke to approve September 20, 2017 minutes. Motion **carried**.

## II. New Business

### A. 2018 County Forest and Wildlife Work Plans

Lovlien gave highlights on upcoming work including timber management, road maintenance, research projects, conservation aids projects, administration, GIS work and professional development, flowage maintenance, wild rice seeding, alder and invasive species management, forest opening maintenance and the Nickel-N-Acre budget.

### B. 2017 Fall Timber Bid Opening and Summary

Lovlien reported there were seventeen bids on seven tracts from eight different contractors. Lovlien said one of the sales didn't sell and will be re-advertised with the spring 2018 bid opening. The appraised value of the sales was \$352,000 and they sold for \$430,571.35. The average price per ton is \$30 or \$69 a cord.

### C. 2018 County Conservation Aids Project

Lovlien said the County Conservation Aids project to replace the Scholfield Park piers was postponed and the money was used to construct a fishing pier that was installed at Bluegill Bay Park. In 2018 the piers at Scholfield Park will be replaced with a roll in pier. Lovlien told Committee that these monies can be used for fish and game purposes County wide.

### D. News Release – Emerald Ash Borer Confirmed in Marathon County

Lovlien said the County will be quarantined and no ash will be able to be moved into an un-quarantined County without an agreement between the logger and a consuming mill. Since there are so many counties already quarantined eventually they will be lifted throughout the State. Nine Mile has a small percentage of black ash swamps. Some strip clear cuts were set up in those swamps and hand seeded with tamarack to try to get something else growing. Lovlien said it's very important not to move firewood as this is how the borer spreads the fastest.

### E. Article: DNR Names New Secretary and Executive Team

Dan Meyer from Eagle River has been appointed DNR Secretary. He was Mayor of Eagle River, has been a member of the Assembly and the Chamber of Commerce. Kurt Thiede was appointed the Deputy Secretary of the DNR and Ed Eberle was appointed assistant Deputy Secretary.

### F. Cross Country Ski and Snowshoe Update

Lovlien said more snow is needed to get the trails open. There's about ¾" of a base that they have been rolling. There are bare spots which are going to need more snow. Burke said whatever is out there is marginal at this point.

### G. Wausau Daily Herald Forests Forever Publication

Lovlien submitted an article that had been written by the previous County Forester, Doug Brown.

### H. New Invasive Species – Jumping Worms

Lovlien said this worm ruins the soil profile and doesn't allow plants or trees to grow. These worms cannot be moved legally. The worm was found when people noticed that the understory and vegetation were being lost around boat launches when fisherman most likely dumped them.

### I. 2018 Spring Bird Survey to Determine if Cerulean Warbler is Present in Nine Mile

Lovlien explained that in 2003 a Cerulean Warbler was heard or seen in an old hardwood stand at Nine Mile. There have been no reports of the bird since then. The Cerulean Warbler is threatened in the State, so timber can't be harvested until August 24th under the Species Guidance rules. Lovlien said he would like the survey done because there is such a narrow window at Nine Mile for the loggers to get their work done and the survey may determine if that window could be

extended in a sale that will be cut in 2018. Haug said that the Cerulean Warbler likes high canopies. It's a southern bird and with climate change some birds are moving further north. Sometimes birds overshoot their migration and then they go back to where they belong and where most of their population is.

#### J. Review and Discussion of Policy on Regulating Uses at Nine Mile

Lovlien said back in the late 1990's there were some old archery trails that were starting to be ridden by mountain bikers and becoming permanent. There were user conflicts because the hunters were starting to feel more pressure from the increased mountain biking and cross-country skiing. Some regulations for use were developed which included the May 1st to October 15th dates for bike and horseback riding at Nine Mile. A mandatory trail pass was instituted in 2003. County forest law requires that Nine Mile and all the rest of the county forests be open to dispersed recreation uses like hiking, berry picking, trapping, and hunting. No development of new bike trails and any maintenance of trails were to be approved. Bike races were limited to the Wisconsin Off-Road Series and the 24 Hours of Nine Mile and at that time no expansion of races was to be approved. Mountain biking was limited to the trails on the bike, horse, ski trail map and the trails not designated were to be closed.

The PRF Department has been getting inundated with requests for new events and this is the first year since the regulations were proposed that he has received calls about the expansion of races and commercializing of the County forest. He has heard from four different hunters this year and he felt that was mainly due to the Ragnar relay race setting up early in the week. Staff is reviewing the current regulations and may propose some new ones. Lovlien said the biking and cross-country skiing seasons are not changing. Some events at Nine Mile may be limited during certain periods of time. Events that are there currently and have historically been scheduled during the summer will have first chance to apply. E-biking and snow-biking may come up for discussion. Lovlien will send members the history, county forest law, and the regulations to discuss with their groups in preparation for the March meeting. Burke said it sounds like they are mostly concerned about the number of events and potential for additional types of use and not so much about existing uses. Lovlien felt that there cannot be any races moved to the fall between September 1 and October 15 because that is when they run into the biggest issues with hunting. Burke welcomes the discussion and thought there was confusion that the ski club could give approval or not for snow biking. He said they can have an opinion but not say what another group can or cannot do there. Lovlien said when the first regulations were developed not everyone was happy but people compromised. What they don't want to do is have so many events there that the locals can't use it because it's open to everyone. During some big events Nine Mile is essentially closed. Haug questioned if any of it was financially motivated. Lovlien said revenue generation is important but not the most important. Lane said when this group was formed these kinds of things were discussed and what came out of it was to not love Nine Mile to death. He is glad that it is being addressed again and did not realize that Lovlien was fielding some complaints. Chickering said the regulations would be good to reinforce, he is surprised people are complaining and felt it was because of Ragnar and the size of that event. He thought the bike club may have contributed to some confusion because rather than bug the County by constantly asking for fat tire biking they felt if they had the blessing of the ski club they could maybe work together. There are more places to ride now than there has been and he felt the bike club didn't complain as much about opening and closing dates and the fact that they can't build new trails. Lovlien said if the use can be spread out to other venues other than Nine Mile it would help everybody. Lovlien said the plan is to vet the proposal in staff, send it out to this Committee in February, come back and discuss and hopefully have some type of recommendation to the Forestry Committee in April.

#### K. Member Items

Heil questioned if the elimination of the forestry mil tax would have any effect on the County. Lovlien said not for the next two years because the Governor has backfilled the forestry mil tax money with the same amount of general purpose revenue dollars that it would have had for each year. The counties and the State will get all of their grants and aids. Also during the next two years there will be a fiscal audit of the forestry account to determine what draws were being made from that account. Lovlien said the Wisconsin County Forest Association is prioritizing all of the funding they receive from the State right now.

Lane has noticed new signage along the ski trails. He questioned if there was some type of change as far as utilizing the ski trails for other than skiing. Lovlien said that dogs are not allowed to be walked on the ski trails. If someone is hunting and has their dog that is completely legal. As a general rule cross-country skiers prefer that nobody walks on the skate or the classic tracks so that is discouraged. Lane also wanted to know if it was still okay for hunters as it had been in the past to park where the no parking signs were in certain areas if they put up a hunter sign. The no parking signs are primarily for the mountain bikers and skiers so they wouldn't be able to park and jump onto the trails without paying the fee. Lovlien said that was fine and he just asked that they don't park in front of the gates.

### III. Old Business

#### A. Ragnar Trail Relay Running Race Summary

Lovlien explained that Ragnar has a three year contract at Nine Mile during the same week in September. Staff will be working with them a little closer to have them start setting up their trail closer to the chalet and move their way out as the week progresses. The organizers are a great group of people and have races all over the country. They agreed to a three year contract paying a lump sum of \$12,500.00 for the one day race and ten percent of all their sales at Nine Mile which amounted to \$9,000 so that was \$21,500 two day event. Trail running isn't as intensive as mountain biking so resource damage has been minimal. Lane wondered if the race could be kept closer to the chalet. Lovlien said with the amount of participants and the different types of loops and races that they run during the event he didn't think so. Staff will be working to have the setup of race course further out from the chalet later in the week to try and help curb some of the hunter complaints.

#### B. Division of Forestry Headquarters Location

Lovlien said the Chief State Forester, the Operations Deputy Administrator and a couple of bureau directors will be moving to Rhinelander. Some other positions will be moved over the next year and a half. It had been discussed that Hayward, Wausau or Rhinelander were possibilities and the DNR might build new offices or rent space, however Rhinelander was selected because it had some available office space. There wasn't any available space in Wausau. Lovlien believes some of the northern senators and representative's first choice was Rhinelander. The DNR will still maintain their office space in Madison and some forestry positions that need to will remain there.

#### C. Update on the County Deer Advisory Council Recommendation to Split County Into Two Separate Units – Mike Lane

Lane said at the last CDAC meeting they decided to maintain the deer population as it currently is and they also had the opportunity to decide if they wanted to split Marathon County into different units. The consensus was the biggest problem area is in the southeast corner of Marathon County so they decided to split the County to have the section south of Highway 29 and east of Highway 51 be one unit and then the rest of Marathon County be another unit. That recommendation was forwarded to the DNR and was going to be presented at the Natural Resources Board. Lane was told that the DNR wasn't going to support the splitting of Marathon County or any of the six counties. The Conservation Congress also supported the DNR's position. Lane felt the County Deer Advisory Council could accept this decision for another three years but after that, people on the Council may wonder if it pays to be on a Council.

#### D. Updates on the Town of Harrison and Town of Rib Mountain Properties for County Forest

Lovlien said the appraisal for 120 acres in the Town of Rib Mountain has been completed and has been communicated to the five owners of the property. The owners are still considering the County's offer. The owners of the Town of Harrison property have agreed to the County's offer of the appraised value. Because of the way the Knowles Nelson Stewardship grant rules are written if the 40 acres is purchased for \$60,000 and not entered into County forest Law until the Town of Rib Mountain property is purchased the County can use the \$60,000 as match to the Town of Rib Mountain property. At a minimum the County will receive 50% grant of the purchase price.

#### E. Wausau 24 Bike Race Participation and Revenues

Lovlien reported there were 406 participants and the revenue was \$3,654.00 from the Wausau 24 Bike Race that was held last August.

### IV. 2018 Tentative Meeting Dates – March 21, June 6, September 19 and December 19, 2018 at 6:00 pm.

### V. Adjourn

**Motion** to adjourn by Chickering. Motion **carried**. Meeting adjourned at 7:30 pm.

Thomas Lovlien  
Secretary

# **Wausau and Marathon County Parks, Recreation, and Forestry Department**

## **2017 County Forest Division Annual Report**

January 1, 2017 - December 31, 2017

### **Program Highlights:**

- Net timber sale revenue to Marathon County of \$243,091.83.
- Total net revenue for the Forestry Division program was \$303,698 and expenses were \$343,106.
- Purchased 198 acres of land in the Harrison-Hewitt Forest Unit to add to the County Forest.
- Practiced sustainable forestry on 505 acres on the Marathon County Forest. This is based on closed out sales with DNR in 2017.
- Treated pockets of invasive species at several locations on County Forest land.
- Continued participation as a member of the Wisconsin County Forests Association Forest Legislative/Certification Committee.
- Mowed 50 miles of hunter walking trails and associated wildlife openings.
- Continued participation in the County Forest Administrator grant program that funds one-half the salary and fringe benefits of the Forest Administrator position.
- Continued participation in third party forest certification under the Sustainable Forestry Initiative (SFI) standard.
- Resurfaced 2.75 miles of roads and trails in Nine Mile and Leathercamp Forest Units adding 5076 yards of granite.
- Completed a County Conservation Aids Project at Bluegill Bay County Park that replaced a fishing pier on the lagoon that was dredged for better fishing access.
- Regulated uses at Nine Mile County Forest Recreation Area to allow all user groups to have safe and quality recreation experiences.
- Three Mountain Bike Races were held at Nine Mile County Forest Recreation Area with 574 participants resulting in \$5,233.00 in revenue for Marathon County.
- Nine Mile County Forest Recreation Area hosted the second annual Ragnar Trail relay running race with 2900 participants resulting in \$21,200 in revenue. Trail organizers signed a three year agreement through 2019.
- Updated the Marathon County Snowmobile map for the Snowmobile Council.
- Utilized volunteers to complete work on both the ski and mountain bike trails.

**Land Holdings:**

Acreage in 2017:

County Forest - Regular County Forest Law	29,602.69
County Forest - Special County Forest Law	<u>552.10</u>
Total County Forest	30,154.79

**Other Land Holdings:**

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

**Total Lands Managed: 32,182.56 Acres**

**Timber Management, Cultural Projects, and Reforestation:**

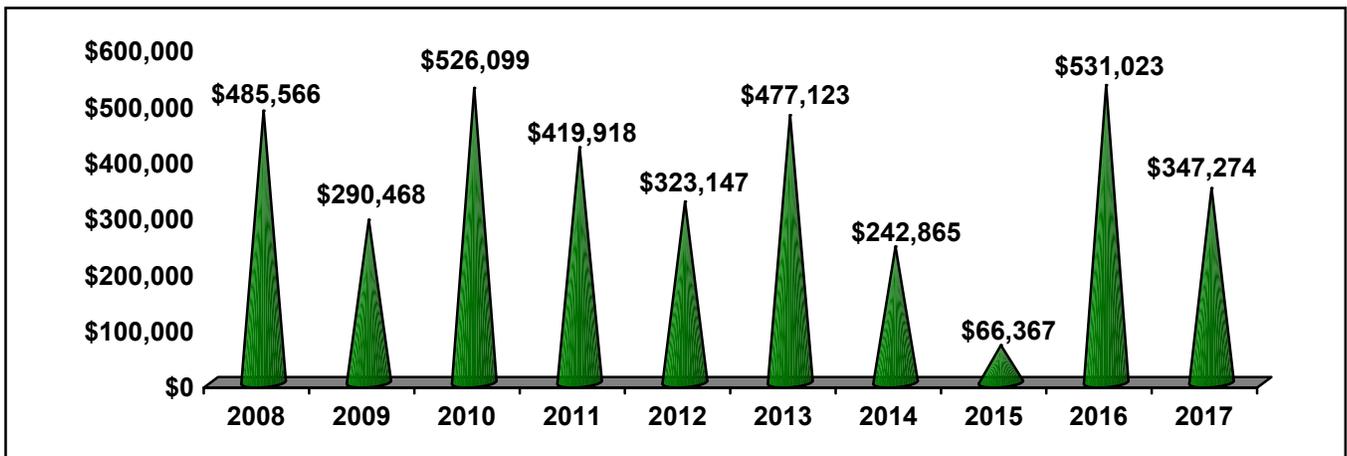
**Timber Sales:**

Timber sales generated 6055 cords of pulpwood and 159,000 board feet of logs worth \$347,274.04 (unaudited) in 2017. The following is a listing of the gross value of timber cut from the forest over the past 10 years:

2008	\$485,565.44	2013	\$477,122.61
2009	\$290,467.76	2014	\$242,865.33
2010	\$526,099.29	2015	\$66,366.74
2011	\$419,917.34	2016	\$531,022.66
2012	\$323,146.07	2017	\$347,274.04

**Marathon County Forest**

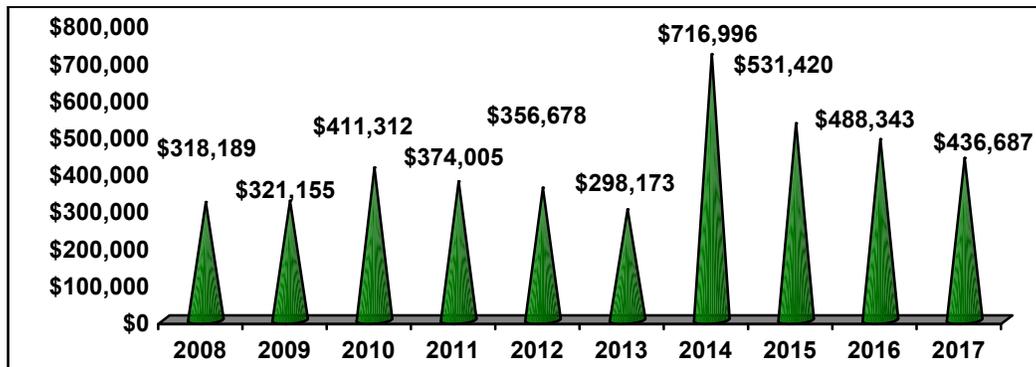
Timber Sales Annual Gross Revenue – Cut and Hauled



### Other Timber Sale Data:

New sales – 9 were established on 520 acres with 8724 cords appraised at \$376,461.45.

### Marathon County Forest Timber Sales Annual Sold Value



1. Sold sales - 8 of 9 sales advertised were sold in 2017 for a value of \$436,686.35.
2. Uncompleted timber contracts – 26 with 33,893 cord equivalents worth \$1,353,329.48.
3. Cut volume reports filed with DNR (form 2460):
  - Final reports - 6 sales worth \$503,682.76.
  - Partial reports - 0 sales worth \$0.
4. Severance paid to DNR on interest free loans \$100,736.55.
5. Severance Tax Escrow for Town payments (10% of gross receipts) \$34,220.99.
6. Firewood permits – 12 permits were issued worth \$360.00.
7. New sale establishment – evaluated 563 acres for potential sale (established 520 acres).
8. Forest reconnaissance - updated 3520 acres.
9. Finished administering a timber sale for the Village of Kronenwetter.
10. Finished administering a timber sale for the Rib Mountain Metropolitan Sewerage District.
11. Finished administering a timber sale at Big Eau Pleine County Park.
12. Completed a basic forest management plan for the Central Wisconsin Airport on 381 acres.

### Cultural Projects:

1. Classified forest habitat types on an additional six acres for inclusion in our GIS database.
2. Monitored for additional oak wilt areas in Nine Mile and Kronenwetter Forest Units.
3. Identified two new pockets of oak trees in Nine Mile infected with the oak wilt fungus, treatment on one of the sites was completed in November. The other site will be monitored.
4. Utilized the remainder of a \$25,000 Sustainable Forestry grant to attempt to control invasive species on high-use areas of the County Forest. A contractor treated approximately 131 acres in early fall at Nine Mile, Burma and Kronenwetter Forest Units.
5. Treated areas of tansy, thistle and spotted knapweed on several wildlife flowage dikes and forest unit trails.
6. Constructed two deer exclosures at Big Eau Pleine Park to determine the extent of deer browse has on forest regeneration. Deer browse surveys will occur the next few years.
7. Completed deer browse surveys on 478 acres of the Marathon County Forest.
8. Completed tree survival surveys on 50 acres at Leather Camp Forest Unit.

### Reforestation:

1. No reforestation took place in 2017 as all plantations were fully stocked and growing well.

**Road, Trail, and Facility Construction and Maintenance:**

1. APHIS trapped ten beaver and removed nine dams at problem locations in the county forest.
2. Replaced two culverts in the Nine Mile Forest Unit and added granite in problem locations.
3. Brushed approximately 7 miles of roads and trails in the Kronenwetter, Nine Mile and Leather Camp Forest Units.
4. Placed 5076 yards of granite on forest trails in the Nine Mile and Leather Camp Forest Units.
5. Completed repairs to dikes and water control structures from muskrat and beaver damage.
6. Reconstructed several segments of Nine Mile ski trails to improve drainage and level the surface.
7. Performed normal maintenance on 190 miles of forest roads and trails.
8. Repaired several sections of trail in Nine Mile Forest due to heavy use and erosion.
9. Graded several sections of the Burma Road ATV trails to prevent erosion.
10. Inspected County Forest boundaries to control encroaching land uses.
11. Removed blown over trees on mountain bike and ski trails in Nine Mile County Forest.
12. Repaired gates on roads and trails that access the County Forest.

**Administration:**

1. Continued utilizing DNR forestry reconnaissance program (WisFIRS).
2. Evaluated two parcels for potential land acquisition as an addition to County Forest land.
3. Purchased 198 acres of land to add to the Harrison-Hewitt forest Unit.
4. Hired Joe Tucker for the County Forester position in January 2017.
5. Developed policy and implemented principals of Forest Certification - Sustainable Forestry Initiative (SFI) on the Marathon County Forest.
6. Participated in the development of Priority Based Budgeting for the PRF Department. Selected as a member of the Priority Based Budgeting peer review team.
7. Drafted amendments to the County Forest Comprehensive Land Use Plan to reflect forest certification, language and policy changes.
8. Park and forest rangers removed five illegal tree stands from County Forest lands.
9. The Chief Ranger issued eight citations on County Forest lands. Three for operating a bike without paying the established fee, four for dumping waste, five for using a tree stand in an unauthorized manner and one for defacing trees.
10. Issued five ATV/UTV disabled person access permits to people with disabilities for County Forest access.
11. Revisions were made to County Forest Ordinances and were adopted by the County Board.
12. Held quarterly meetings with the Forest Citizen's Advisory Subcommittee to discuss forestry and recreation issues.

**Wildlife and Fisheries Management:**

In cooperation with the Wisconsin Department of Natural Resources:

1. Maintained 17 flowages.
2. Mowed forest openings, Nine Mile and Harrison-Hewitt Forest Unit flowage dikes and the Bitzke Bird Walk trail.
3. Mowed most forest unit trails suitable for mowing.
4. Monitored population status of black bear at Ringle, Leathercamp, Kronenwetter and Harrison-Hewitt Forest Units.
5. Treated 12 out of 72 forest openings in the forest units by either mowing or applying herbicides. Several other openings were field checked and didn't need treatment.
6. Seeded roads and trails with a wildlife mixture in Kronenwetter, Leather Camp, Elderon and Nine Mile Forest Units.

7. Removed cattails in front of the water control structure at Bern Forest Unit utilizing Federal Emergency Management Agency (FEMA) funding. Removal of additional cattail masses will continue in 2018 and beyond.
8. Seeded 125 lbs. of wild rice in flowages at Nine Mile Forest Units.
9. Completed a furbearer track survey in Kronenwetter and Leather Camp Forest Units. Coyote, fisher, bobcat and otter tracks were observed.
10. Chemically or manually treated tansy, spotted knapweed and thistle along flowage dikes.

### **Recreation:**

#### **Nine Mile County Forest Cross Country Ski Trails:**

The ski season opened on December 14, 2016 and the chalet closed for the season on March 5, 2017. Total paid attendance at Nine Mile was 9,146 patrons; this includes 8,218 skiers and 928 people who snowshoed.

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

The Snekkevik ski race was held in January and had 443 participants. Special Olympics was canceled due to poor weather conditions. Badger State Games had 359 participants. Stomp the Swamp Snowshoe race was again held in February with 70 participants. Total annual receipts associated with skiing and snowshoe activity was \$79,085.25.

#### **Ski Trail Maintenance at Nine Mile Forest Unit:**

1. Brushing of all trails is ongoing, and the efforts of the volunteers are greatly appreciated.
2. Volunteers from the Nordic Ski Club sponsored work days in October. They performed tasks such as rock picking, lifting trees and brushing trails.
3. Trail signs were inspected and damaged trail signs replaced, some new signage added, this work will continue in 2018 as the signage is evaluated and updated.

#### **Mountain Biking at Nine Mile Forest Unit:**

The 2017 mountain bike season opened at noon on May 1<sup>st</sup> as scheduled. The bike trails closed as scheduled on October 15.

There were three Mountain Bike events held at Nine Mile in 2016; The Rib Mountain Adventure Challenge, Wisconsin Endurance Mountain Bike Series, and the Wausau 24. A total of 1,094 daily passes and 528 annual passes were sold in 2017. Total receipts associated with mountain biking in 2017 totaled \$23,149.80.

Central Wisconsin Off-Road Cycling Coalition, (CWOCC) continues to be a great partner in maintaining the trail system. The volunteers donate many hours of their time to maintain the single track trails.

**Other Recreation:**

1. Four cross country running races were held at Nine Mile in 2017.
2. Forty undesignated camping permits were issued for county forests in 2017. Twenty-two were issued for Nine Mile Forest Unit. We implemented a \$15.00 charge for these camping permits on May 1 that brought in \$525.00 in revenue to offset administrative costs.
3. The number of people using all County Forest Units continues to increase. Activities such as hiking, dog walking, berry picking and horseback riding are growing and the demand for more trails is increasing.
4. Six ATV safety classes were held in the north parking lot at Nine Mile Forest Unit.

**Recreational GIS Mapping:**

1. Completed changes for the 2017-18 snowmobile map for Marathon County.
2. Completed maps for Burma Road Forest Unit ATV/UTV trails.

**Snowmobile Trails:**

1. Trails were open 33 days during the 2016-17 season. Looking back 26 years, the seasonal average has been 46 days.
2. Six local snowmobile clubs contract with Marathon County to groom, sign, brush and perform other work related to maintaining the trail system on County Forest property.
3. Clubs are responsible for signing the trails to DNR specifications.
4. The Parks, Recreation and Forestry Department annually update the snowmobile trail map for the Snowmobile Council to print.
5. Printed trail maps are made available at numerous locations throughout Marathon County.
6. Marathon County snowmobile clubs continue to receive financial assistance for trail maintenance from the Snowmobile and ATV Aids Programs through grants administered by the Parks, Recreation and Forestry Department and disbursed by the DNR.
7. The Wausau/Central Wisconsin Convention and Visitors Bureau maintain the snow and trail conditions hotline which is updated by the Parks, Recreation and Forestry Department as snow conditions change.
8. Current trail conditions are also updated by the Parks, Recreation and Forestry Department on the Marathon County website.
9. The Snowmobile Automated Reporting System (SNARS) becomes mandatory for all snowmobile clubs statewide with the 2017-2018 season. SNARS is a computer program that was developed to improve the accurate and timely reporting of County trail maintenance expenses and other data to the DNR.

**Burma Forest ATV/UTV Trails:**

1. Through the summer and fall trails were rehabilitated using \$5,832.00 of State ATV/UTV trail maintenance funds.
2. The Mid-Wisconsin Trailblazers ATV Club, through a contract with Marathon County, was responsible for the routine maintenance of 11 miles of summer ATV/UTV trails.
3. Volunteers from the Mid-Wisconsin Trailblazers ATV Club continued their trail patrol to encourage safe and ethical riding. Patrol members talked to other riders about the importance of staying on the trail.

**Public Outreach/Professional Development:**

1. Forest Administrator served as a member of the Wisconsin County Forests Association Legislative/Certification, Personnel, DNR Budget, Dues and Bylaws and Roads Committees.
2. Forest Administrator served as a member of the Marathon County Deer Advisory Committee.
3. Contributed an article on Forestry that was included in the Forests Forever section of the Wausau Daily Herald.
4. Attended several Society of American Foresters, Wisconsin County Forests Association and Forest Certification training sessions.
5. A parks intern participated in a forest management job shadow with the County Forester.
6. County Forester gave a presentation on forestry to 17 students at Edgar High School.
7. County Forester gave a presentation to 144 K-8 grade students on tree identification at DC Everest middle school.
8. Forest Administrator gave a presentation to UW-Stevens Point Forest, Finance and Management classes.
9. Forest Administrator continued the duties of the PRF Department Culture Champion.
10. Assisted with an Emerald Ash Borer article that was published in the Wausau City Pages.
11. Analyzed plant samples for insect and disease problems.
12. Interviewed by media on forestry related issues.
13. Created interpretive displays to educate the public about the benefits of sustainable forest management.
14. Assisted UW-Stevens Point on a study to determine how oak trees respond to thinning.
15. Continued participation in a research project on how seasonal timber harvesting restrictions affects sustainable forest management in Wisconsin.
16. Assisted Wisconsin County Forests Association in a presentation to the Marathon County Board on the importance of County Forests in Wisconsin.
17. Attended leadership development meetings for Marathon County managers.

**Budget Summaries**(available upon request)**Forest Resources:**

County Forest Program  
 County Forest Administrator  
 County Forest Road Aids  
 County Conservation Aids  
 FEMA Cattail Removal  
 Sustainable Forestry  
 Segregated Land  
 Wildlife Habitat  
 Forestry State Aid  
 Knowles-Nelson Stewardship

**Debt Redemption:**

General Debt - Aid to County Forest

**Recreation:**

Burma Trail ATV 17-18  
 Cross-Country Ski Trails  
 General Fund - Snowmobile Coordinator  
 Snowmobile Grant 17-18

# Memo

To: Tom Lovlien, County Forest Administrator  
From: Jon Daniels, Chief Ranger  
Date: February 15, 2018  
Re: 2017 County Forest Law Enforcement Report

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The following is my report on county forest law enforcement activity from last year. I have listed each event in order by date of occurrence.

1. May 3, 2017 @ Kronenwetter Forest; (1) tree stand seized.
2. May 5, 2017 @ Burma Forest; (1) tree stand seized.
3. May 27, 2017 @ Nine Mile Forest; (2) citations issued, one each to a 44 year old male and 37 year old male for using a facility without paying the established fee. Both were mountain bikers riding trails without purchasing a trail pass.
4. June 7, 2017 @ Leather Camp Forest; (2) tree stands seized.
5. July 21, 2017 @ Leather Camp Forest; (2) citations issued, one each to a 20 year old male and 28 year old male for littering. Both failed to remove garbage and other refuse as required by their camping permits issued for June 30<sup>th</sup> through July 4<sup>th</sup>.
6. July 21, 2017 @ Leather Camp Forest; (1) citation issued to a 22 year old male for defacing trees or other natural growth. He reportedly had been throwing a large knife into trees while a guest of three permittees who been issued a camping permit for June 30<sup>th</sup> through July 4<sup>th</sup>.
7. September 12, 2017 @ Nine Mile Forest; (1) citation issued to a 17 year old male for disposing of residential waste in a county forest. Dumping household trash before a weekend getaway in the county forest road ditch east of Hollywood Road.
8. September 13, 2017 @ Harrison-Hewitt Forest; (1) tree stand seized.
9. September 19, 2017 @ Nine Mile Forest; (1) citation issued to a 29 year old male for disposing of residential waste in a county forest. Dumping unwanted household items during a move from one rental property to another in the ditch along Red Bud Road.
10. October 14, 2017 @ Nine Mile Forest; (1) citation issued to a 32 year old male for using a facility without paying the established fee. A mountain biker riding trails without purchasing a trail pass.
11. November 8, 2017; (25) tree stands identified as homemade or unsafe were scrapped along with dozens of screw in tree steps. All the steel and aluminum went to a metal recycler.
12. December 4, 2017; (14) commercial tree stands deemed to be functional and safe were sold by WI Surplus, Inc. an online auction site for \$711.
13. December 18, 2017 @ Ringle Forest; contractor removed a Dodge Durango that was buried in frozen ground after it had been stuck since December 4<sup>th</sup> on the snowmobile trail south of the Timber Ridge Road parking lot. The 25 year old male driver has significant expenses for removing the vehicle, wrecker and impound fees, and violations for operating a vehicle without a license and operating an unregistered motor vehicle.

Orange signs were placed on each tree from which a stand was seized. This sign references the county ordinance and provides a phone number if the owner wants to claim their stand.

## 2008-2017 FORESTRY DIVISION EXPENSE/REVENUE REPORT

Year	Gross Timber Sold Amount	Net Timber Sold Amount	Acres	Timber Revenue Even-Flow Budget	Net Timber Revenue Actual <sup>1</sup>	Other Revenue <sup>2</sup>	Total Revenue	Expenses <sup>3</sup>	Program Net
2008	\$318,189	\$222,732	641	\$213,000	\$339,896	\$53,529	\$393,425	\$322,621	\$70,804
2009	\$321,155	\$224,809	619	\$213,000	\$203,327	\$55,849	\$259,176	\$350,989	(\$91,813)
2010	\$411,312	\$287,918	622	\$213,000	\$368,270	\$56,986	\$425,256	\$344,442	\$80,814
2011	\$374,005	\$261,804	551	\$213,000	\$293,943	\$60,870	\$354,813	\$357,721	(\$2,908)
2012	\$356,678	\$249,675	548	\$213,000	\$226,203	\$57,170	\$283,373	\$346,272	(\$62,899)
2013	\$298,173	\$208,721	543	\$213,000	\$333,986	\$53,239	\$387,225	\$308,336	\$78,889
2014	\$716,996	\$501,897	578	\$213,000	\$170,006	\$98,093	\$268,099	\$342,956	(\$74,857)
2015	\$531,420	\$371,994	596	\$245,000	\$46,457	\$57,908	\$104,365	\$345,387	(\$241,022)
2016	\$488,343	\$341,840	666	\$245,000	\$371,716	\$58,385	\$430,101	\$341,930	\$88,171
2017	\$436,687	\$305,681	520	\$245,000	\$243,092	\$60,606	\$303,698	\$343,106	(\$39,408)
<b>TOTALS</b>	<b>\$4,252,958</b>	<b>\$2,977,071</b>	<b>5884</b>	<b>\$2,226,000</b>	<b>\$2,596,896</b>	<b>\$612,635</b>	<b>\$3,209,531</b>	<b>\$3,403,760</b>	<b>(\$194,229)</b>

<sup>1</sup> Revenue to Marathon County after 20% payment to State for loans and 10% payment to townships

<sup>2</sup> Includes County Forest Administrator grant, firewood permits, bond recovery and misc. revenues

<sup>3</sup> Includes all personnel and operating expenses



## WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

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

[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)

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

[www.co.marathon.wi.us](http://www.co.marathon.wi.us)



### SPRING 2018 TIMBER SALE INVITATION FOR BID

Here is our spring timber sale prospectus.

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

- **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, April 2, 2018, 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, April 2, 2018, 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**

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

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

## SPRING 2018 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
8-17	Mixed Hardwood Aspen Red Oak Red Maple Logs Red Oak Logs Tops/Biomass	550 Tons 350 Tons 100 Tons 14.0 MBF 7.0 MBF 200 Tons	<b><u>Kronenwetter Forest Unit</u></b> – NEW ERA (27 Acres) Dry Mid-Summer/Dry Fall/Winter logging. Access to Martin Road. Ticket Sale. Contract must be completed by December 30, 2020.
1-18	Mixed Hardwood Aspen Mixed Hwd. Logs Tops/Biomass	550 Tons 380 Tons 20.0 MBF 190 Tons	<b><u>Leather Camp Unit</u></b> – BAMBI (40 Acres) Dry Mid-Summer/Dry Fall/Winter logging. Access to Leather Camp Drive. Ticket Sale. Contract must be completed by December 30, 2020.
2-18	Aspen Mixed Hardwood Basswood Basswood Logs Ash Logs Red Maple Logs Hard Maple Logs Tops/Biomass	1050 Tons 370 Tons 110 Tons 15.0 MBF 10.0 MBF 8.0 MBF 5.0 MBF 300 Tons	<b><u>Harrison-Hewitt Unit</u></b> – GARTER SNAKE (67 Acres) Dry Mid-Summer/Dry Fall/Winter logging. Access to Shepard Rd. Ticket Sale. Contract must be completed by June 30, 2021.
3-18	White Spruce Aspen Red Pine Mixed Hardwood Red Oak Logs Tops/Biomass	800 Tons 625 Tons 210 Tons 100 Tons 9.0 MBF 350 Tons	<b><u>Ringle Forest Unit</u></b> – WASP (54 Acres) Dry Mid-Summer/Dry Fall/Winter logging. Access to Rocky Road. Ticket Sale. Contract must be completed by December 30, 2020.
4-18	Aspen Mixed Hardwood Red Maple Logs Tops/Biomass	650 Tons 380 Tons 10.0 MBF 200 Tons	<b><u>Leather Camp Forest Unit</u></b> – HAWK (32 Acres) Dry Mid-Summer/ Dry Fall/Winter logging. Access to County Highway C. Ticket Sale. Contract must be completed by June 30, 2021
5-18	Aspen Mixed Hardwood Mixed Hwd. Logs Tops/Biomass	1450 Tons 170 Tons 5.0 MBF 300 Tons	<b><u>Kronenwetter Forest Unit</u></b> – WHITE RABBIT (38 Acres) Dry Mid-Summer/Fall/Winter logging. Access to Pyke Rd. & State Hwy. 153. Ticket Sale. Contract must be completed by December 30, 2020.
6-18	Aspen Mixed Hardwood Red Maple Logs Tops/Biomass	2450 Tons 675 Tons 30.0 MBF 600 Tons	<b><u>Harrison-Hewitt Forest Unit</u></b> – BREAKTHROUGH (81 Acres) Winter logging. Access to Hansen Road. Ticket Sale. Contract must be completed by June 30, 2021.

## INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 339 acres of timber on Tracts 8-17, 1-18, 2-18, 3-18, 4-18, 5-18, and 6-18. These tracts have an estimated 12,910 tons and 133.0 thousand board feet of:

Aspen Pulp	6,955 Tons	Red (Soft) Maple Logs	62.0 MBF
Mixed Hwd. Pulp	2,795 Tons	Mixed Hwd. Logs	25.0 MBF
White Spuce Pulp	800 Tons	Red Oak Logs	16.0 MBF
Red Pine Pulp	210 Tons	Basswood Logs	15.0 MBF
Basswood Pulp	110 Tons	Ash Logs	10.0 MBF
Red Oak Pulp	100 Tons	Hard Maple Logs	5.0 MBF
Biomass/Tops	1,940 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, April 2, 2018, 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
<b>GRAND TOTAL</b>			<b>\$</b>

**Logger's Statement of Qualifications:**

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

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

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

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(Please fill out and sign reverse side)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. FISTA trained Yes  No  Date \_\_\_\_\_

Other safety training (please describe)

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

6. BMP training Yes  No  Date \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

**MARATHON COUNTY TIMBER SALE CONTRACT**

Contract No. \_\_\_\_\_ Scaled or Ticket System

Tract No. \_\_\_\_\_ Tree Measurement (Lump Sum)

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

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

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

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

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

**TIMBER TO BE REMOVED**

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

TOTALS: \_\_\_\_\_

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

**GENERAL TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

6. **FORESTRY COMMITTEE.** The Forestry/Recreation Committee (hereinafter called FR Committee) shall then make a determination of whether the Timber Sale Contract and/or Performance Bond described in Paragraph 4 shall be forfeited. Purchaser shall have notice of the FR Committee meeting and an opportunity to be heard. Notification of the FR Committee's decision shall be sent to the Purchaser by certified mail at the address specified on the first page of this contract. The decision of the FR Committee, acting on the advice of its agents as to whether Purchaser is in compliance with the terms of this contract, shall be final subject to Purchaser's rights to appeal pursuant to Chapter 24 of the General Code of Ordinances for Marathon County.
7. **FAILURE TO COMPLY WITH CONTRACT - FORFEITURE.** Should the Purchaser enter into more than one timber sale contract, all of the timber sale contracts entered into by and between the Purchaser and the County shall be considered as one general contract consisting of subunits relating to different sites. A notice of non-compliance with respect to any one site shall constitute notice as to all sites, and the Purchaser shall forthwith cease operations at all sites until Purchaser receives written authorization to resume operations in accordance with the procedures set forth herein.
8. **NON-DISCRIMINATION.** In connection with performance of work under this contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or disabilities.
9. **TITLE TO PRODUCTS AND STUMPAGE.** Title to all cut forest products shall remain with the County until paid for by Purchaser. Purchaser shall be responsible for payment of all damage or loss of all forest products resulting from fire, flood, theft caused by his own fault during the contractual term. Forest products and stumpage remaining on the sale area at the expiration of the contract or upon breach, revert to the ownership of the County without any refund of monies paid.
10. **AUTHORIZATION TO RELEASE INFORMATION.** Purchaser authorizes any individual, business, or mill receiving wood from this contract to release mill scale slips and any other information to the County regarding amount, date received, and other relevant information.
11. **RESIDENCE.** No residence shall be established on the contract area.
12. **TRAINING REQUIREMENT.** The Purchaser is responsible for ensuring that the actual logging contractor engaged in performance of this contract complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website [http://www.fistausa.org/sfi\\_standards.html](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"> <li>▪ <u>A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.</u></li> </ul>
<u>Roads, Landings, and Primary Skid Trails</u>	<ul style="list-style-type: none"> <li>▪ <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></li> <li>▪ <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></li> </ul>
<u>Secondary Skid Trails and General Harvest Area</u>	<ul style="list-style-type: none"> <li>▪ <u>A gully or rut is 6 inches deep or more and 100 feet long or more.</u></li> </ul>

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

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

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

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

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

(1) NONE

(2)

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

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

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

### **REQUIRED INSURANCE**

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

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

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

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

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

#### SCALING REQUIREMENTS AND CONVERSION FACTORS

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

#### PULPWOOD TICKET SYSTEM

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

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

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

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

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

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

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

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

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

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

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

#### **TREE MEASUREMENT (LUMP SUM)**

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

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

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

B. Other: NONE

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

Heterobasidion Root Disease (HRD) – Prevention Treatment

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

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

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

Table 2. Approved Heterobasidion Root Disease Fungicides

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

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

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

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

PURCHASER:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

By: \_\_\_\_\_  
(Forest Administrator)

\_\_\_\_\_  
(Date)

**MARATHON COUNTY TIMBER SALE**  
**Kronenwetter Forest Unit - September 2017**

**Tract # 8-17 NEW ERA SALE**

<b>Ticket Sale</b>	<b>Species</b>	<b><u>Estimated Volumes</u></b> <b>4" Top</b>
	Mixed Hardwood	550 Tons
	Aspen	350 Tons
	Red Oak	100 Tons
	Red Maple Logs	14.0 MBF
	Red Oak Logs	7.0 MBF
<b>Option to Bid</b>	Tops/Biomass	200 Tons

Location: Village of Kronenwetter T27N R8E, Section 12

Seasonal Time Frame: August 1<sup>st</sup> – March 30<sup>th</sup> Access trail wet. Extreme dryness required for summer/fall logging.

Cutting Regulations:

Area 1 - Clearcut (11 Acres in 2 Blocks) - Cut all trees >1" DBH

Area 2 - Select Mark (8 Acres in 2 Blocks) - Cut all orange marked trees.

Area 3 - Designate Cut (8 Acres 1 Block) - Cut all merchantable trees except blue marked reserve trees. Minimize damage to advanced regeneration. Tree felling, processing, and skidding restricted to path of travel.

Interior cutting areas separated by a green paint line.

Roads, Trails, and Deck Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail open, must leave 3 inches of snow on trail. Majority of sale ground can be harvested if dry. Access into sale is wet.

Slash/Wildlife/Other: 16'8" maximum forest product length. Lop and scatter all tops to lie within 24 inches of the ground. Pull all merchantable and unmerchantable ironwood out of ground or cause root damage.

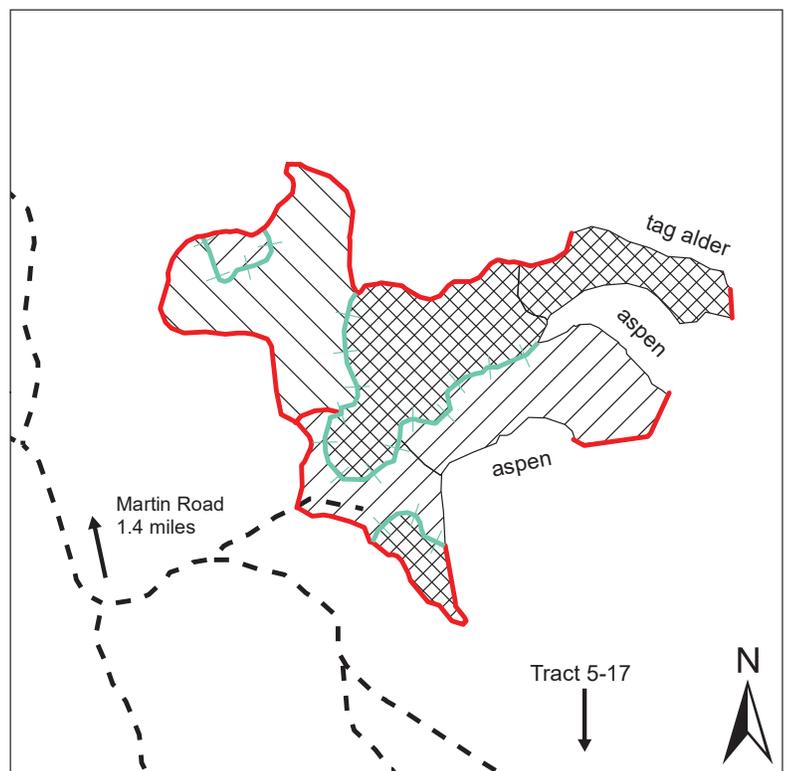
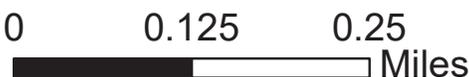
Utilization: Pulpwood - One or more sticks to a 4-inch top diameter inside bark (DIB).  
 Tops/Biomass- Minimum utilization down to 2" diameter inside bark (DIB)  
 Sawlogs- 10-inch or larger diameter inside bark (DIB), at least 50% sound.

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.

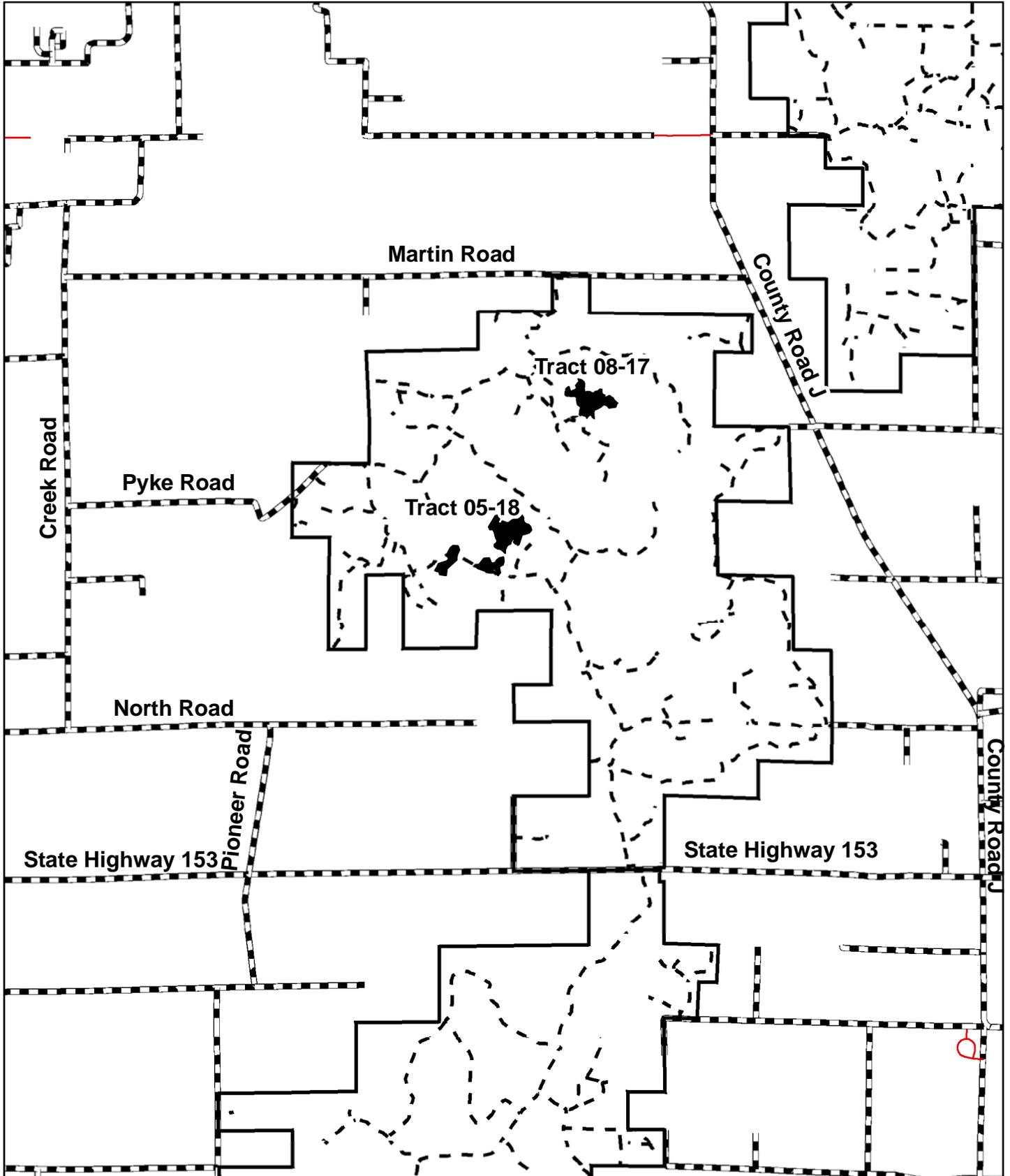
Contract Length: Contract must be completed by December 30, 2020.

## Legend

- Area 1 - Clearcut
- Area 2 - Select Mark
- Area 3 - Designate Cut
- green paint line
- red paint line
- trails



# Kronenwetter Forest Unit



0 0.5 1 2 3 4 Miles



MARATHON COUNTY TIMBER SALE  
Leather Camp Forest Unit – March 2018

Tract # 01-18 BAMBI SALE

Ticket Sale	Species	Estimated Volumes	
		4" Top	
	Mixed Hardwood	550 Tons	
	Aspen	380 Tons	
	Mixed Hardwood Logs	20.0 MBF (approx. 15.0 MBF Red Maple, 2.0 MBF Red Oak, 1.0 MBF Hard Maple, 1.0 MBF Basswood, & 1.0 MBF Ash)	
<b>Option to Bid</b>	Tops/Biomass	190 Tons	

Location: Section 18, T.26N.-R.9E. (Town of Bevent) Size: 40 Acres  
Sections 12 & 13, T.26N.-R.8E. (Town of Guenther)

Seasonal Time Frame: July 16-April 14 (Need dry conditions for summer/fall logging).

Cutting Regulations:

Area 1 - Select Cut (15 acres in 2 Blocks) - Cut all merchantable White Birch, Aspen, and trees marked with orange paint.

Area 2 - Clear-Cut A (22 acres in 2 Blocks) - Cut all stems 1 inch and greater, except those marked with green paint AND within green paint lines.

Area 3 – Designate Cut (3 acres in 1 Block) - Cut all merchantable trees, except those marked with green paint.  
MINIMIZE DAMAGE TO ADVANCED REGENERATION.

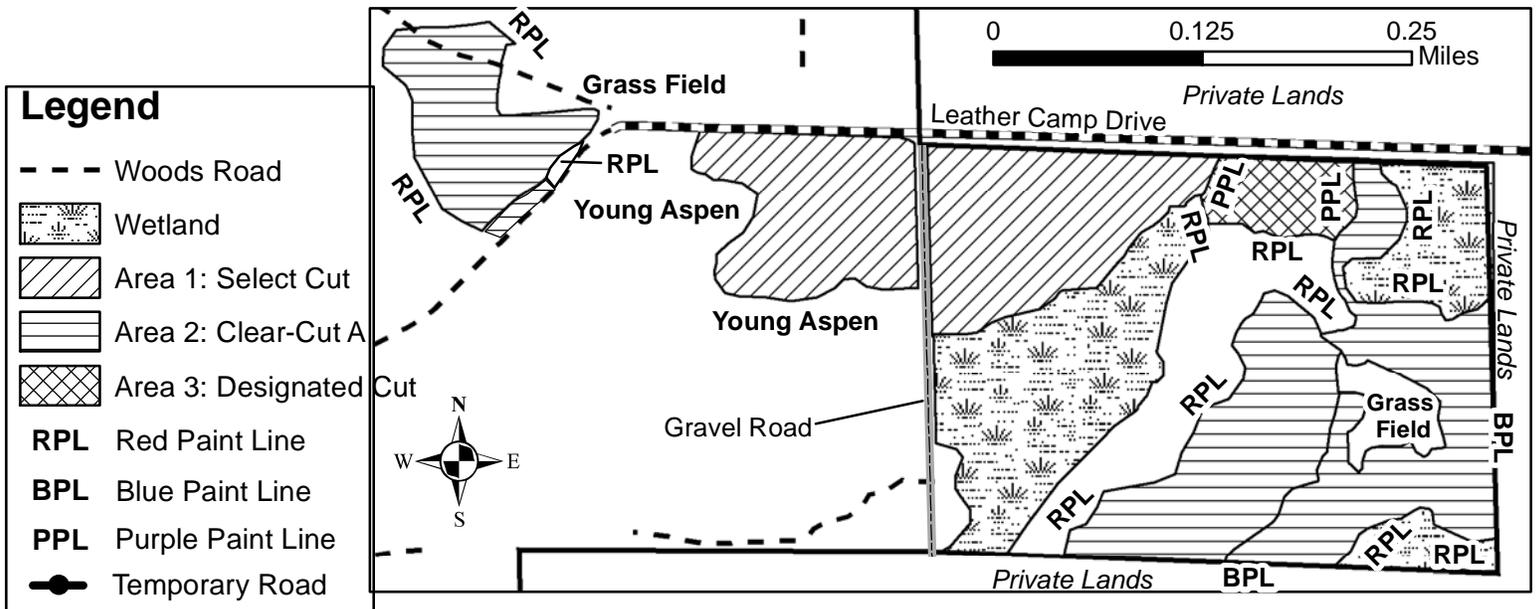
Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. No decking along Leather Camp Drive. No decking along gravel road, unless granted by Town of Bevent.

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

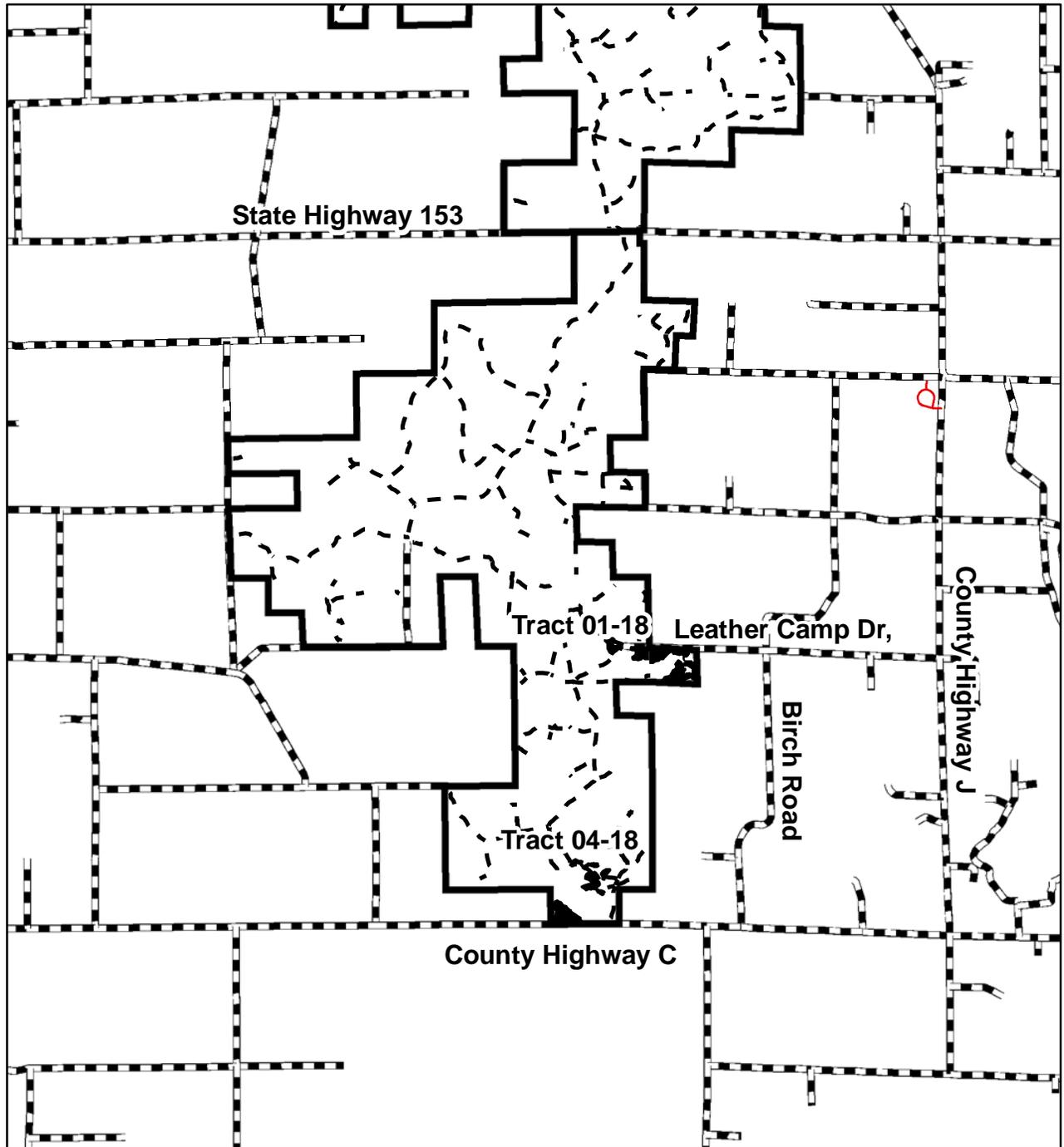
Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound  
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end  
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

Contract Length: Contract must be completed by December 30, 2020.



# Leather Camp Forest Unit



MARATHON COUNTY TIMBER SALE  
Harrison-Hewitt Forest Unit – March 2018

Tract # 02-18 GARTER SNAKE SALE

<b>Ticket Sale</b>	<u>Estimated Volumes</u>			
	<u>Species</u>	<u>4" Top</u>		
	Aspen	1050 Tons (includes approx. 40 Tons of White Spruce)		
	Mixed Hardwood	370 Tons	Ash Logs	10.0 MBF
	Basswood	110 Tons	Red Maple Logs	8.0 MBF
	Basswood Logs	15.0 MBF	Hard Maple Logs	5.0 MBF
<b>Option to Bid</b>	Tops/Biomass	300 Tons		

Location: Sections 19 & 30, T.30N.-R.10E. (Town of Harrison)

Size: 67 Acres

Seasonal Time Frame: July 16-March 30 (southern 3 blocks need very dry or frozen ground conditions)

Cutting Regulations:

Area 1 - Clear-Cut A (23 acres in 3 Blocks) – Cut all stems 1 inch and greater, except those marked with green paint AND within green paint lines.

Area 2 - Select Cut & Small Clear-Cuts (44 acres in 2 Blocks) - Cut all trees marked with orange paint. Cut all merchantable trees inside purple paint lines, except those marked with green paint (do not cut trees marked with purple paint). Minimize damage to advanced regeneration.

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Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. Woods road crosses 3 creeks, with southern-most “un-named” creek having no firm bed and no firm approach. Woods road within southern block of Area 2 will require very dry or frozen ground conditions to operate on. If snowmobile trail is “open,” 3 inch snowbase shall be left on trails.

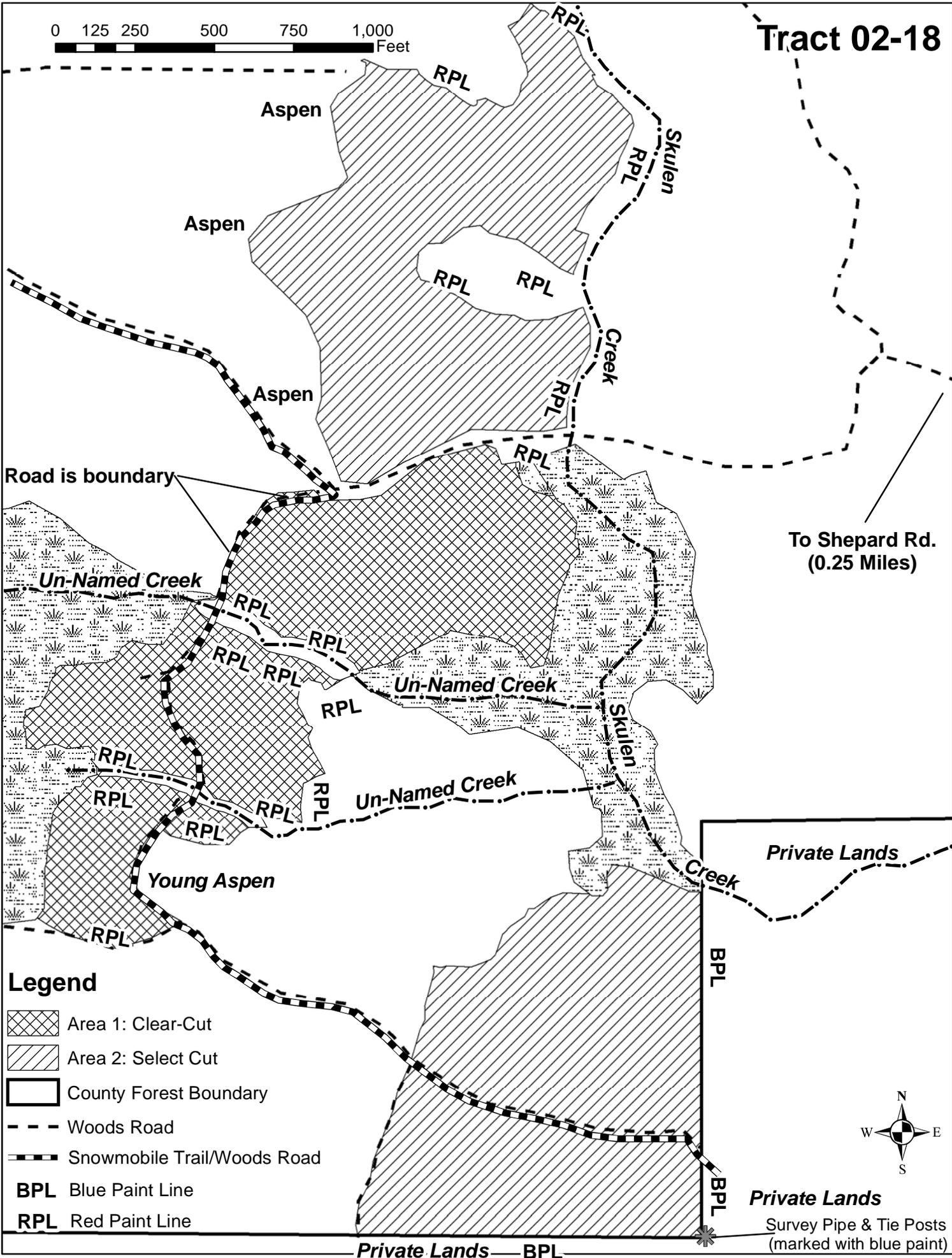
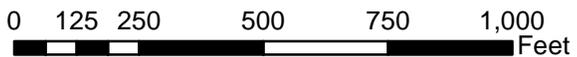
Slash/Wildlife/Other: 16’8” maximum forest product length in Area 2. All tops shall be lopped and scattered to lie within 24 inches of the ground. No tops across private property. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10,” which shall not exceed 10.” Do not cut snags, unless they pose a safety risk to harvesting operations or the public. Pull all merchantable and unmerchantable Ironwood out of ground or cause root damage. South block of Area 2 will require very dry or frozen ground to harvest. Do not disturb survey pipe in southeast corner of sale (see map).

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

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

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

# Tract 02-18



To Shepard Rd.  
(0.25 Miles)

## Legend

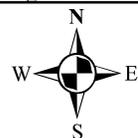
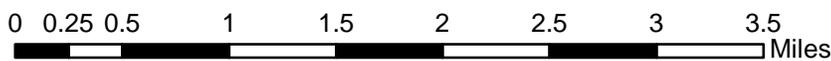
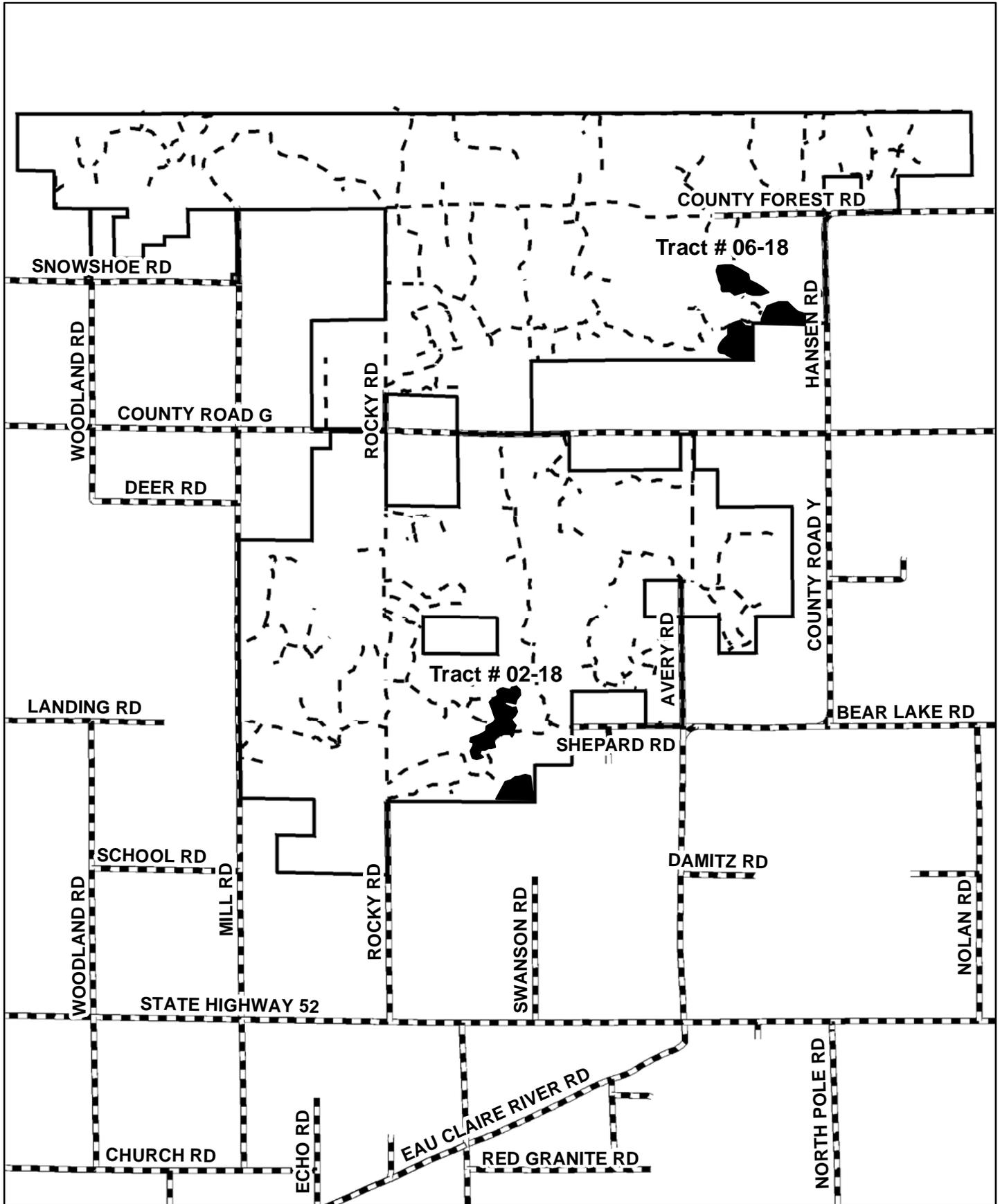
- Area 1: Clear-Cut
- Area 2: Select Cut
- County Forest Boundary
- Woods Road
- Snowmobile Trail/Woods Road
- BPL** Blue Paint Line
- RPL** Red Paint Line



**Private Lands**  
Survey Pipe & Tie Posts  
(marked with blue paint)

**Private Lands** — **BPL**

# Harrison-Hewitt Forest Unit



MARATHON COUNTY TIMBER SALE  
Ringle Forest Unit – March 2018

Tract # 03-18 WASP SALE

		<u>Estimated Volumes</u>	
<b>Ticket Sale</b>	<u>Species</u>	<u>4" Top</u>	
	White Spruce	800 Tons	Mixed Hardwood 100 Tons
	Aspen	625 Tons	Red Oak Logs 9.0 MBF
	Red Pine	210 Tons	(Contains approx. 1.0 MBF Mixed Hdwd)
<b>Option to Bid</b>	Tops/Biomass	350 Tons	

Location: Section 29, T.28N.-R.09E. (Town of Ringle)

Size: 54 Acres

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

Cutting Regulations:

Area 1 - Clear-Cut (23 acres in 3 Blocks) -- Cut all stems 1 inch and greater, except those marked with green paint.

Area 2 - Select Cut (31 acres in 4 blocks) – Cut all trees marked with orange paint

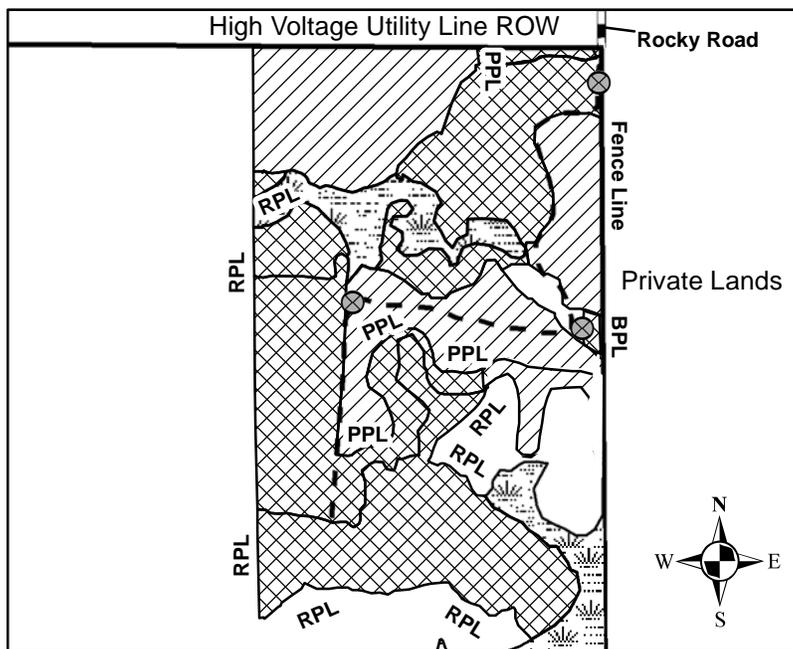
Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas.

Slash/Wildlife/Other: All tops shall be lopped and scattered to lie within 24 inches of the ground. No tops across private property. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags unless they pose a safety risk to harvest operations or the public. Trees marked with a green "W" are specific wildlife trees – do not cut or damage. 16'8" maximum forest product length in Area 2, except for utility poles. All pine and spruce to be hauled within 3 weeks of felling, from June 1 to September 1. Annosum treatment of Red Pine required.

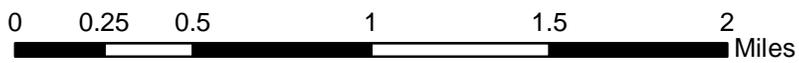
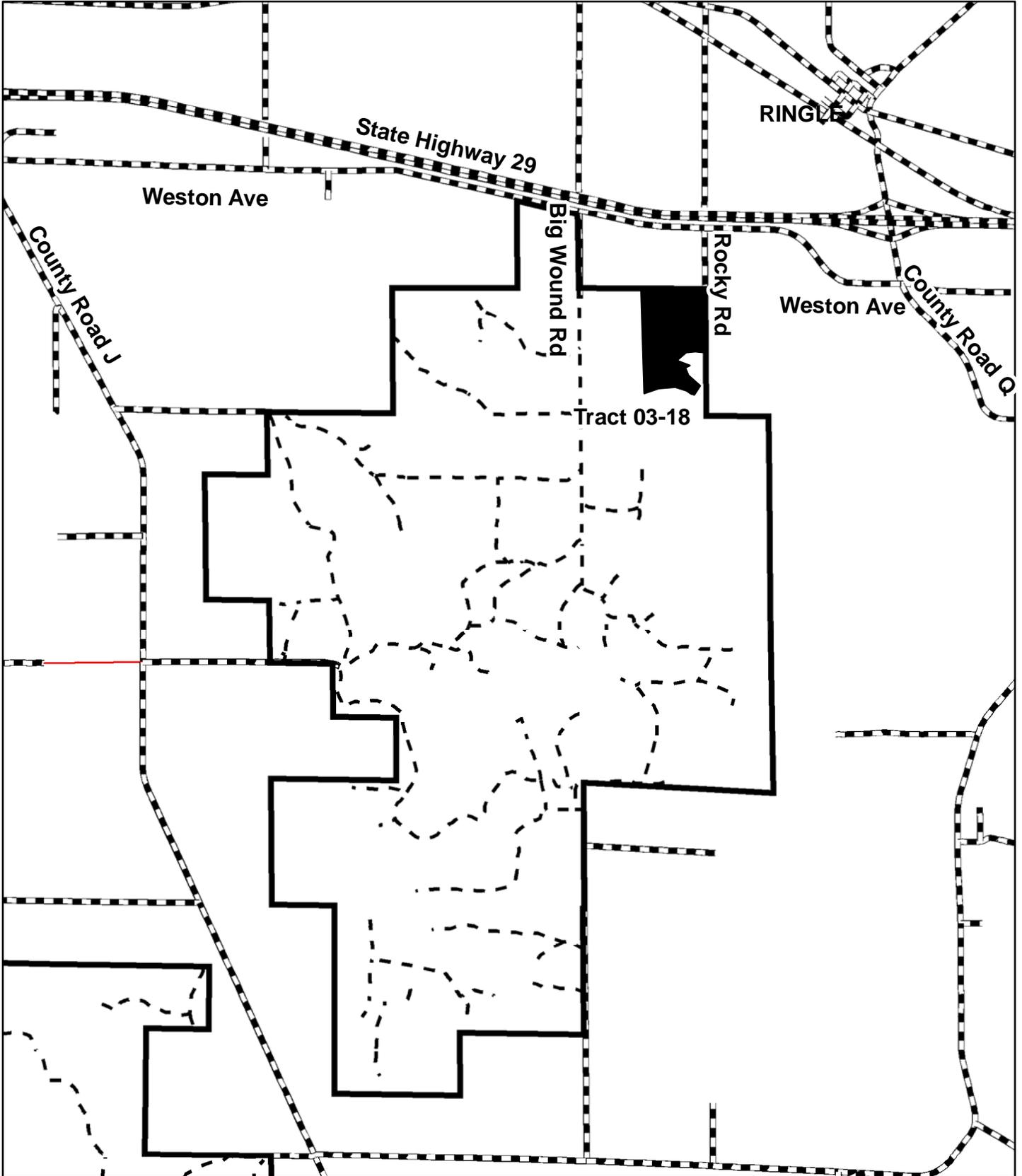
Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound  
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end  
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

Contract Length: Contract must be completed by December 30, 2020.



# Ringle Forest Unit



**MARATHON COUNTY TIMBER SALE**  
**Leather Camp Forest Unit – March 2018**

Tract # 04-18 HAWK SALE

	<u>Estimated Volumes</u>	
<b>Ticket Sale</b>	<u>Species</u>	<u>4" Top</u>
	Aspen	650 Tons
	Mixed Hardwood	380 Tons
	Red Maple Logs	10.0 MBF (includes approx. 1.0 MBF Red Oak)
<b>Option to Bid</b>	Tops/Biomass	200 Tons

Location: Sections 24, T.26N.-R.08E. (Town of Guenther)

Size: 32 Acres

Seasonal Time Frame: Area 1--June 1 to March 30, Areas 2 & 3--December 1 to March 30 (frozen ground only)

Cutting Regulations:

Area 1: Clear-Cut A (17 Acres in 1 Block) - Cut all stems 1" and greater, except those marked with green paint and within green paint lines.

Area 2: Clear-Cut B (4 acres in 2 Blocks) - Cut all stems 1" and greater, except those within purple paint lines.

Area 3: Designate Cut (11 acres in 2 Blocks) – Cut all merchantable trees, except those within purple paint lines. Minimize damage to advanced regeneration.

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

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

Utilization:

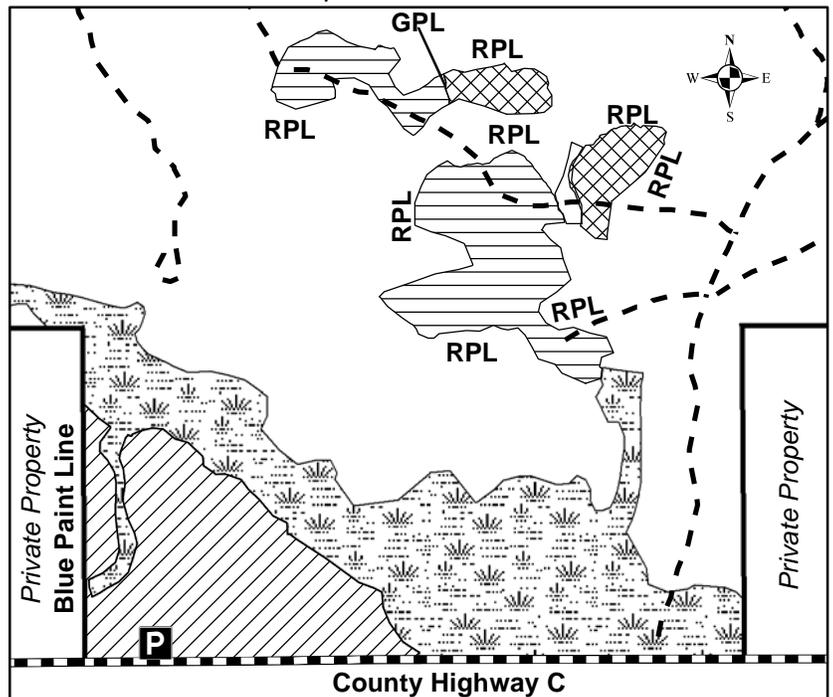
- Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
- Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
- Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

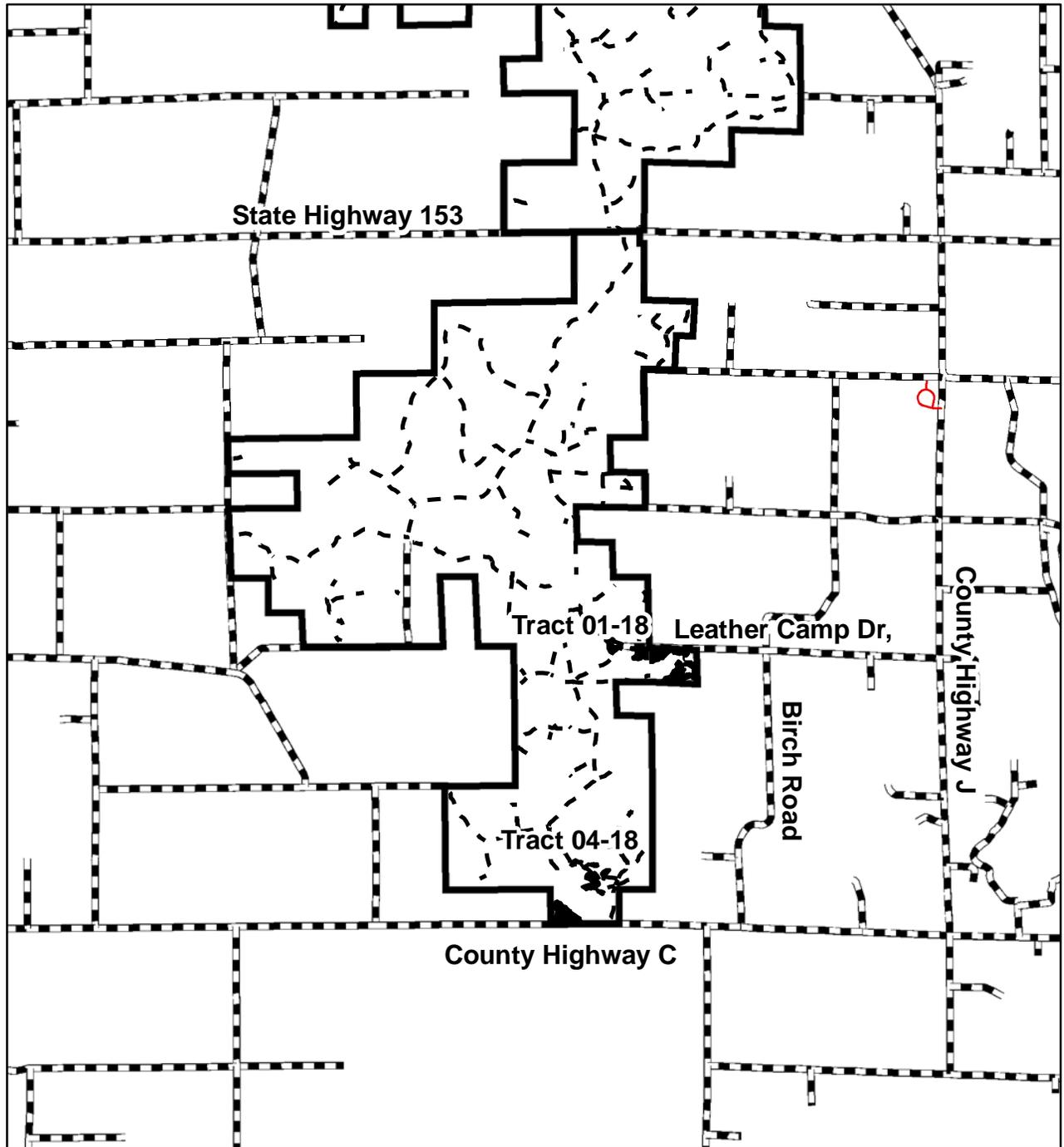
Contract Length: Contract must be completed by June 30, 2021.

**Legend**

- Woods Road
- Area 1: Clear-Cut A
- Area 2: Clear-Cut B
- Area 3 Designate Cut
- County Forest Boundary
- Alder/Wetland
- RPL** Red Paint Line
- GPL** Green Paint Line



# Leather Camp Forest Unit



MARATHON COUNTY TIMBER SALE  
Kronenwetter Forest Unit – March 2018

Tract # 05-18 WHITE RABBIT SALE

<b>Ticket Sale</b>	<u>Estimated Volumes</u>	
	<u>Species</u>	<u>4" Top</u>
	Aspen	1450 Tons
	Mixed Hardwood	170 Tons (includes ~18 tons of oak)
	Mixed Hardwood Logs	5.0 MBF
<b>Option to Bid</b>	Tops/Biomass	300 Tons

Location: Sections 13, 14, & 24, T.27N.-R.08E. (Village of Kronenwetter)

Size: 38 Acres

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

Cutting Regulations:

Area 1: Clear-Cut (38 Acres in 3 Blocks) - Cut all stems 1" and greater, except those marked with green paint and within green paint lines.

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail is "open," contactor must leave 3" snow base on the trail.

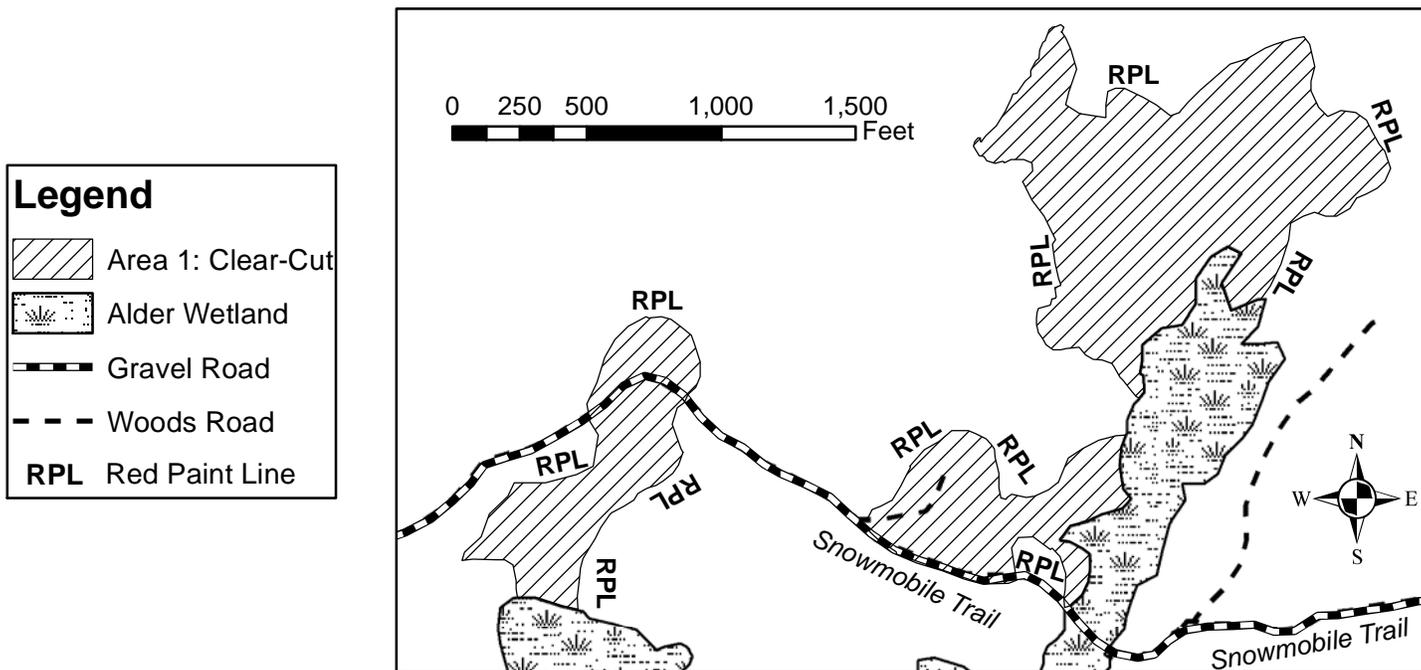
Slash/Wildlife/Other: All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags, unless they pose a safety risk to harvest operations or the public.

Utilization:

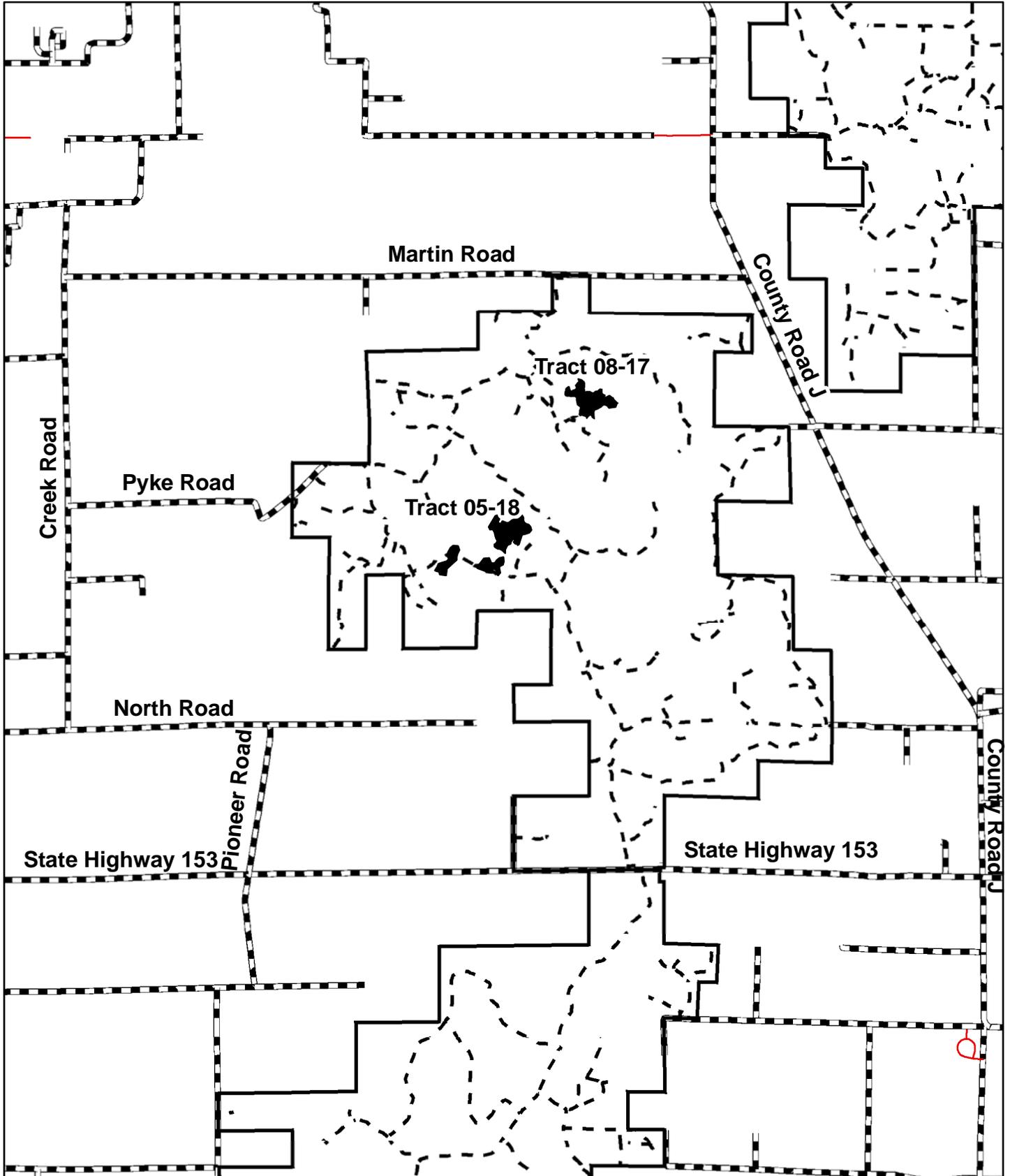
- Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
- Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
- Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

Contract Length: Contract must be completed by December 30, 2020.



# Kronenwetter Forest Unit



0 0.5 1 2 3 4 Miles



MARATHON COUNTY TIMBER SALE  
 Harrison-Hewitt Forest Unit – March 2018

Tract # 06-18 BREAKTHROUGH SALE

Ticket Sale	Estimated Volumes	
	Species	4" Top
	Aspen	2450 Tons
	Mixed Hardwood	675 Tons
	Red Maple Logs	30.0 MBF
<b>Option to Bid</b>	Tops/Biomass	600 Tons

Location: Section 9, T.30N.-R.10E. (Town of Harrison)                      Size: 81 Acres

Seasonal Time Frame: December 1-March 30 (Frozen ground required).

Cutting Regulations:

Area 1: Clear-Cut A (81 Acres in 4 Blocks) - Cut all stems 1" and greater except those marked with green paint and within green paint lines. Do not cut conifer, unless marked with orange paint.

Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. Woods road into northern portion of sale is marked with blue paint.

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

Utilization:

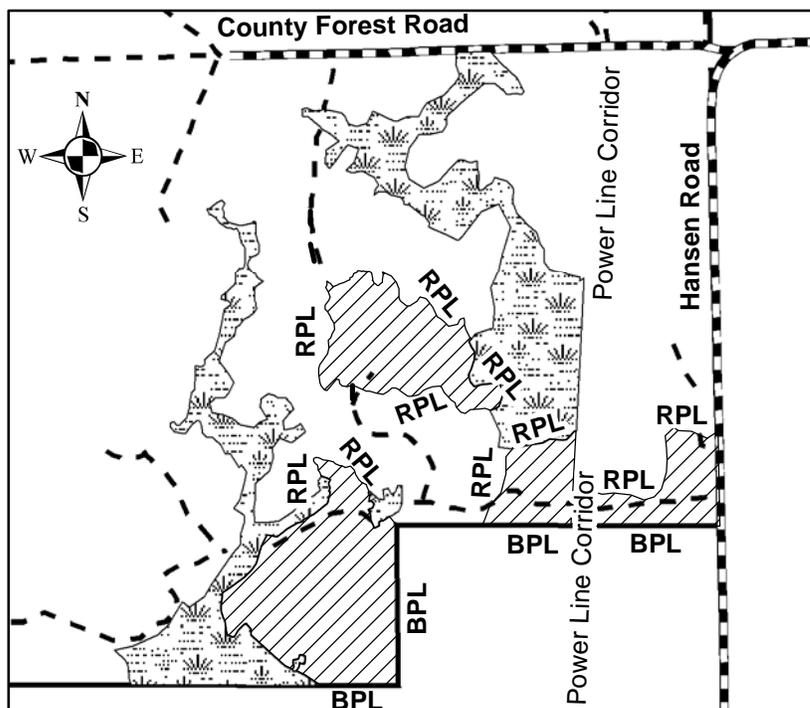
- Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
- Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
- Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

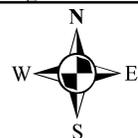
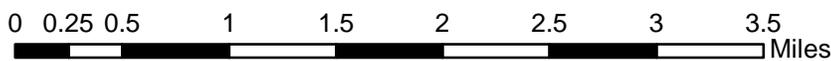
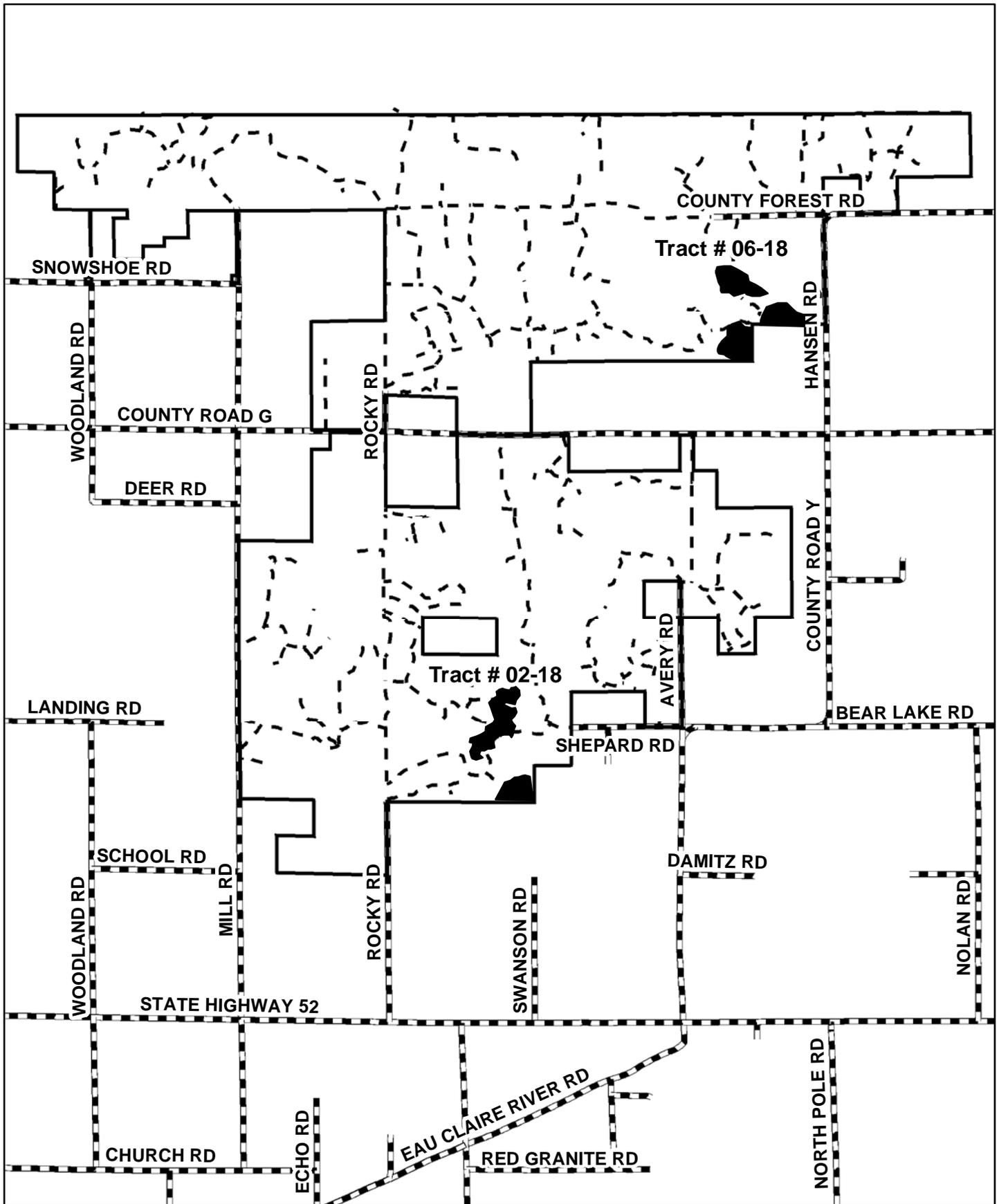
Contract Length: Contract must be completed by June 30, 2021.

**Legend**

-  Clear-Cut
-  Alder Wetland
-  County Forest Boundary
-  Woods Road
- RPL** Red Paint Line
- BPL** Blue Paint Line



# Harrison-Hewitt Forest Unit



## **WCFA ATV/UTV Sustainable Trail Guidance**

**This document is meant to be used as guidance in the development or rehabilitation of state funded, “summer” use, county sponsored ATV/UTV trails**

In an attempt to simplify and standardize ATV/UTV grant applications from WCFA member counties, the following guidelines have been developed for new trail construction or trail rehabilitation projects. The guidance is not meant to apply to existing trails but should be followed when developing new trails and when trail managers determine rehabilitation is necessary due to environmental or safety issues.

It is understood these trail guidelines cover normal situations on many of the trails, but in some cases there is good reason for building trails above and beyond the guidelines. In those cases, make sure you clearly explain and justify your reasoning for requesting more than standard amounts. In a case where trail development or rehabilitation projects do not require the trail manager to achieve recommendations provided in this guidance and there are no environmental concerns, the application should explain and justify project circumstances. The goal of a trail manager should be to develop and rehabilitate trails so they are sustainable and manageable for years to come when routine maintenance is applied.

Some trail development or trail rehabilitation projects may only entail crowning and ditching of existing natural materials, most notably on trails that do not receive extensive use on a regular basis. When developing and rehabilitating heavily used trails, managers should consider adding a base layer of material to allow for routine trail grooming and maintenance.

“The trail design should minimize the ecological impact of the trail and should retain the trail’s basic stability and shape through time without abrupt changes, recognizing there are both the human and natural forces at work on the trail surface. The concept of sustainability also recognizes that appropriate maintenance and management are also necessary”<sup>1</sup>

Trails will be developed and maintained in a sustainable manner to meet *Wisconsin Forestry BMPs for Water Quality* guidelines and all WDNR permit requirements, including new stormwater discharge permit requirements, in an effort to prevent water runoff, soil rutting and erosion that may result in environmental degradation.

<sup>1</sup> “So You Want to Build an ATV Trail” WDNR PUB-CF-018 2005

**Sustainability** – For the purpose of ATV/UTV trails, the term “sustainability” is intended to mean the development of a trail surface that is maintainable. It appears evident there are no circumstances where an ATV/UTV trail can be considered sustainable without intensive maintenance. Of primary importance, trail surfaces need to be conducive to periodic grading or restoration that promotes water runoff from the trail surface and eliminates the opportunity for water flow to gain velocity, causing erosion. Trails should be built with a slight crown and appropriate ditching to allow for adequate and proper water dispersal.

**Width** – Trail widths should be adequate for intended uses, one-way trails can be built to a 9 foot width. It is recommended two-way trails have a 12 foot wide maintained trail running surface with 2 feet cleared on each side. Trails should be wider where turns/corners are required. Adequate width may also be dependent on slope, aspect, and visibility on curves. Please note that in most cases, total trail width must accommodate periodic maintenance equipment such as graders and dump trucks.

**General Design** - All trails should be developed with a crowned or sloped surface (2 – 4% slope) to direct cross flow of water off the trail surface and into adjacent vegetation. Trail design, rehabilitation and maintenance should be done in a manner preventing water from traveling parallel to trail direction. All slopes should contain drainage structures at intervals as follows:

Table 4-2. Recommended Maximum Distances Between Drainage Structures on Forest Roads and Skid Trails

Road Grade (%)	Maximum distance between water bars (feet)		Maximum distance between all other drainage structures (feet)	
	High Erosion Risk (most sandy soils and silt soils)	Low Erosion Risk (most rocky soils and clay soils)	High Erosion Risk (most sandy soils and silt soils)	Low Erosion Risk (most rocky soils and clay soils)
0–3	175	250	250	350
4–6	125	200	175	250
7–9	100	175	125	175
10–12	75	150	75	125
13–15	60	100	60	100
16–20	50	75	50	75
21–30	40	65	40	65
30+	30	50	30	50

Note: Broad-based dips generally become ineffective on slopes greater than 10%.

(Table 4-2 taken from “Wisconsin’s Forestry Best Management Practices for Water Quality” – WDNR PUB FR-093 2010)

Cross drainage structures should be primarily in the form of diversion ditches but may also utilize cross drain culverts, broad based dips, or water bars.

**Slopes Greater than 10%** - Steeper slopes should be avoided when possible. In areas where there is no other alternative, slopes should be armored with material other than gravel or native soils. 2" or larger fractured rock spread at a minimum of 4" deep is preferable. Maximum erosion control is obtained when this material is compacted and incorporated into native soil. Mat materials or concrete blocks stacked upright are also feasible alternatives on extreme slopes. Depending on soil type, other alternatives such as 1 ½" rock to a desired depth, incorporated with appropriate amounts of gravel or other suitable material, are acceptable.

**Surface Material** – Trail surfaces may be crushed gravel or native soils, depending on conditions, but should provide for the ability to grade/reshape/restore the trail surface and cross drainage patterns periodically. Consider grading trail surfaces a minimum of twice during a riding season depending on traffic load and surface materials. All trail surfaces should be adequately maintained to ensure longevity of base material and address environmental and safety concerns.

**Culverts** – Evaluate the entire trail project to identify areas with periodic cross-trail water flow and install appropriately sized culverts at these locations. Note that any stream crossing with a defined bed and bank will require a Chapter 30 permit for either a culvert or bridge.

**Trail Rehabilitation** – Trail Rehabilitation projects should be considered a major reconstruction of the trail surface and should occur at no less than 8 year intervals, with exceptions for unusual circumstances. The need for trail rehabilitation is somewhat dependent on terrain, soil type, and amount of use on a given trail. A project should be considered as rehabilitation only if a minimum of 50% of the trail segment requires significant reconstruction. Projects with less than 50% reconstruction should be considered part of annual maintenance.

**Bridge Rehabilitation** – Bridge rehabilitation on ATV/UTV trail systems will follow snowmobile bridge rehabilitation guidelines contained in Wisconsin's Snowmobile Trail Aids Program.

## **Construction/Rehabilitation Standards by Soil Type**

It is highly recommended trail sponsors research and understand soil types in project areas. Consult county soil survey data or NRSC web soil data for reference in determining soil suitability for motorized use. When relying on information contained in soil survey data, keep in mind mapped soil types in an individual county or specific area may not always accurately depict actual on the ground conditions. Recreational trail projects require on-site visits and knowledgeable managers. Most ATV/UTV trail systems require soil surfaces that can accommodate vehicular traffic for adequate maintenance, this often means accommodating loaded dump trucks and graders.

When applying surface material consider the following options:

**Sandy Soils** – Establishment of ATV trails on native sand soils tends to result in “blown out” trails once the minimal organic layer on the surface of these soils is disturbed. Underlying soils are extremely loose and often deep, resulting in difficult and dangerous riding conditions. Gravel surfaces are necessary on most of these soil types in order to create safe riding conditions and to minimize erosion and water quality issues.

- Trail surfaces require 6” loose / 4” compacted gravel on a majority of trail systems occurring in this soil type.
- Deep sand pockets and corners may require an underlying road fabric or geo-textile. Any fabric materials must be covered with a minimum of 10” of rock, gravel or a combination of materials.

**Loamy Sand/Sandy Loam Soils** – These soil categories provide a better opportunity to utilize native soils for the trail surface. These soils do, however, present a greater risk of erosion. Trail design must incorporate cross drainage and drainage structures that shed water from the trail surface before it can gain enough velocity to erode trail surfaces.

- Trail projects on these types normally allow for at least a portion of the trail to lie on native soils.
- Pockets of heavier soils, especially on the wetter end of sandy loams, will require gravel, or other suitable material, surfaces.
- Particular attention must be paid to slopes on these types
- Soil types with larger rock components may require more gravel, or other suitable material, to permit trail maintenance and grading activities.

**Silt Loam/Loam/Clay Soils** – These heavier soil types present special challenges. While they may support periodic motorized traffic without causing damage, sustained use on native soils may cause rutting and soil compaction. These ruts typically become water logged and continual motorized use degrades the trail surface rapidly to the point where they become impassable. An additional concern on these soils is once water pockets begin to form, many riders bypass the rough areas and extremely wide areas of damage rapidly develop.

- Projects on these soil types typically require a minimum of 6” loose/4” compacted finish material. Some projects may require a maximum 4” – 6” crushed stone over a 6” base course of graded rock. A maximum of 12” loose / 6” compacted is accepted for these types
- It may be more feasible on certain sites , especially those with long distance slopes (it is common to find slopes of ¼ mile or more on terminal end moraines with these soil types), to add a larger diameter crushed rock as a base layer and a lighter gravel, or other suitable material, cap over the top. Rock armoring on these slopes is intended for spot applications only and not the entire trail surface.

**Hydric Soils** – Hydric soils are typically considered as wetland and trail development should be considered only as a last resort. Trails on these soil types normally require wetland fill permits, either in the form of puncheon bridges or solid fill. The permit process will likely dictate the majority of trail design on these soils.

- Evaluate any alternatives to trails on hydric soils
- If crossing hydric soils is the only alternative, consult with WDNR Water Regulations Staff to determine options
- For existing trails with wetland impacts already occurring, and less than 1 acre in size, consider a wetland fill permit with geo-textile and larger crushed rock.
- For short crossing distances (generally less than 40 feet) consider a clear span bridge.
- For longer crossing distances, evaluate the use of puncheon/floating bridges.

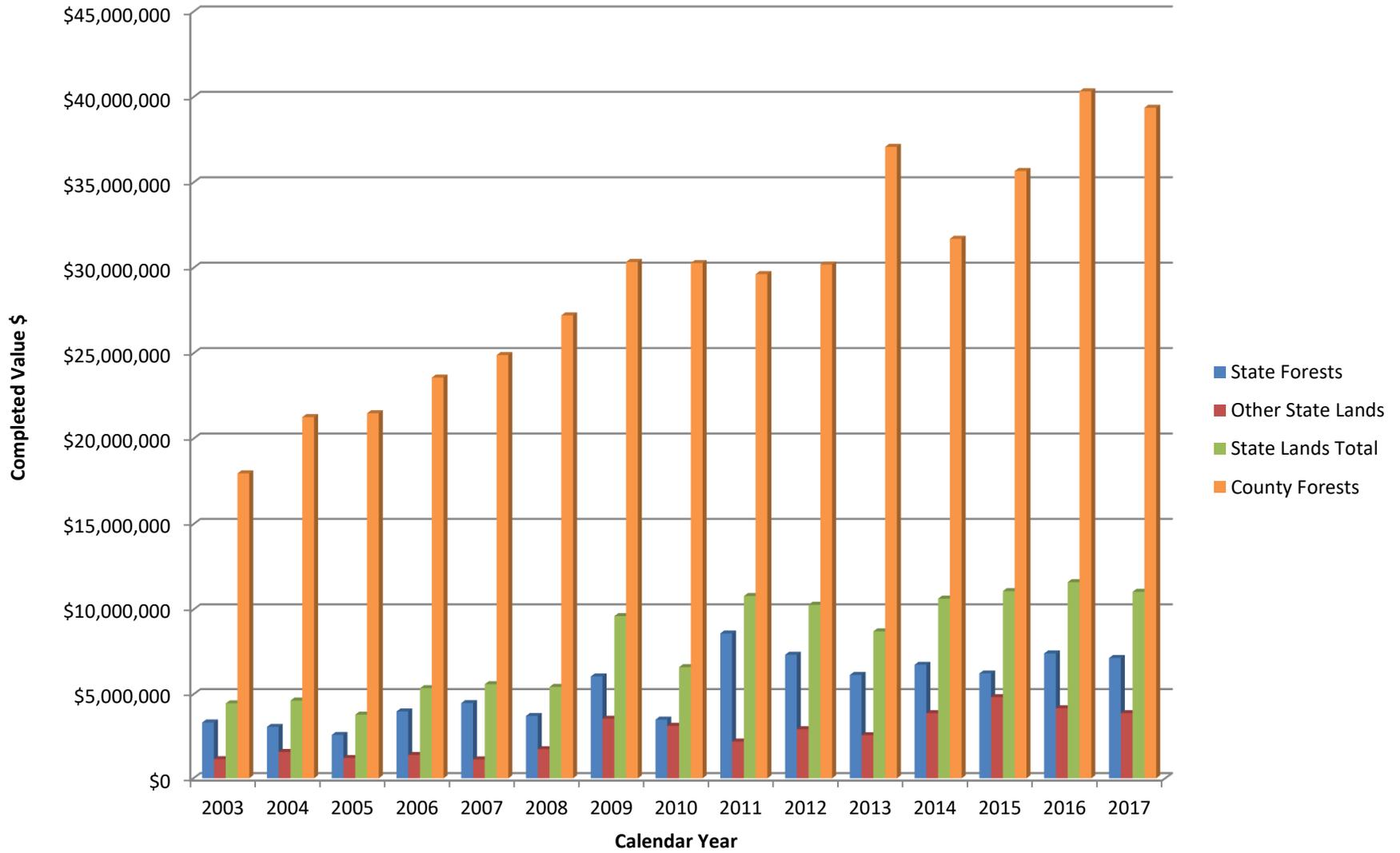
## **Trail Types**

**Rail Road Corridors** - Use existing ballast as base layer. If grading only 1-2 times per year no other material is needed. If grooming on a weekly/bi-weekly basis, consider adding 6” of gravel compacted to 4” and maintain with grooming equipment.

**Multi-Use Trails** - Apply a manageable base layer and follow suggested guidance contained in this document

**Troute/Hybrid Trails** - Apply a manageable base layer and follow suggested guidance contained in this document.

# Value of Timber Sales Completed



## SUMMARY OF STAFF PROPOSALS REGULATING USES AT NINE MILE

1. To limit bike and horseback riding on Nine Mile County Forest from May 1 to 15, depending on trail conditions, to October 15 each year. If trail conditions allow opening during the first three weeks of May, bike and horseback riding will be allowed after 12:00 pm each day.
2. Trail passes for mountain biking will be voluntary in 2002. Mountain bike passes will be mandatory in 2003. The amount of seasonal and daily passes will be researched and a fee will be decided in 2002.
3. Dispersed recreation such as hunting, trapping, berry picking, and hiking will continue to occur on all County Forest lands according to the County Forest Law and DNR regulations.
4. Effective immediately there shall be no new development of any bike trails at Nine Mile and no maintenance of any trails shall occur without approval from the Park and Forestry Department.
5. Bikes races shall be limited to the Wisconsin Off-Road Race Series and the 24 Hours of Nine Mile. No expansion of races shall be approved.
6. Cross-country running races and other trail based activities will be limited from the opening of trails in May to October 15 each year except cross-country skiing, snowmobiling, hiking, and snowshoeing.
7. Mountain bikes will be limited to those trails designated on the bike/horse and ski trail map unless marked closed for logging or trail rehab.
8. Trails not designated on the bike/horse and ski trail map will be closed.

*Adopted by Forestry Committee in 2001.*

## MARATHON COUNTY FOREST COMPREHENSIVE LAND USE PLAN

### Mission Statement

Natural resources, such as those provided by the County Forest, are the base for addressing the ecological and socioeconomic needs of society. The mission of the Marathon County Forest is to manage and protect these natural resources on a sustainable basis for ecological, economic, educational, recreational, and research needs of present and future generations.

County Forest resources should be protected from natural catastrophes such as fire, insect, and disease outbreaks, and from human threats such as encroachment, over-utilization, environmental degradation, and excessive development. While managed for environmental needs including watershed protection, protection of rare plant and animal communities, and maintenance of plant and animal diversity, these same resources must also be managed and proved for sociological needs, including provisions for recreational opportunities and the production of raw materials for wood-using industries.

Management must balance local needs with broader state, national, and global concerns through integration of sound forestry, wildlife, fisheries, endangered resources, water quality, soil, and recreational practices. Management will provide this variety of products and amenities for the future through the use of sustainable forest management practices.

### Goal of the County Forest Comprehensive Land Use Plan

#### County Forest Law

To administer the Marathon County Forest program consistent with the mission statement and the purpose and direction of the County Forest Law considering recommendations of interested citizens and groups. The purpose of the County Forest Law being: "...to provide the basis for a permanent program of county forests and to enable and encourage the planned development and management of the county forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple use to assure maximum public benefits; to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie." (Sec. 28.11, Wis. Stats.)

## BACKGROUND AND HISTORY - NINE MILE USE REGULATIONS

In 1998 the Parks, Recreation and Forestry Department began seeing signs of resource damage including erosion on roads and trails at Nine Mile. Some members of the public were building non-sustainable mountain bike trails without permission. Organized rides were occurring drawing many people using trails that weren't developed for mountain biking. Conflicts began between users including cross country skiers, mountain bikers, hikers and hunters. These problems were brought to the attention of the County Forest Citizen's Advisory Subcommittee. Discussions ensued with all the major user groups to determine what could be done to make sure that all groups could have safe and quality recreational experiences. All user groups agreed to compromise.

In 2002 PRF staff proposed regulating uses at Nine Mile to alleviate some of the multiple use conflicts. Eight proposals were drafted and forwarded to the Citizens Advisory Subcommittee and the Forestry Committee. They were scrutinized, edited and ultimately adopted by the County. They worked well and user group conflicts were minimized. Since 1998 the Forest Citizens Advisory Subcommittee comprised of all the major user groups continue to meet quarterly to discuss issues and work on multiple use concerns. This Subcommittee has been instrumental in its recommendations to the Forestry Committee on balancing all the competing uses.

Fast forward to 2017. The popularity of Nine Mile has grown exponentially in the last 15 years. Cross-country skiing, mountain biking, snowshoeing, snowmobiling, hunting, sustainable forest management, bird watching, horseback riding, high school cross country races, special trail based events plus more have grown. PRF Department has been receiving additional requests for new events and races particularly the last few years and continue to expect even more. User conflicts are beginning again and will continue without more regulation.

We are at a point where we need to revisit the regulations to determine what can be done to minimize conflicts before they become a bigger problem. Accordingly, staff has met and developed a new set of regulations that builds upon those that were adopted in 2002. These rules are based upon the County Forest Law, objectives of the County Forest and its Comprehensive Land Use Plan. The goal is continue to provide sustainable forest products, protect resources and provide safe and quality recreational experiences for this multiple use area.

1. Sustainable timber management (timber harvests) will continue to occur following the approved County Forest Comprehensive Land Use Plan and the County Forest Law(28.11 Wis. Stats). Some trails may be periodically closed to allow harvesting due to the following:
  - It has become increasingly difficult to manage the timber resource with insect and disease restrictions that prohibit harvesting during specific time periods.
  - Cross country skiing has reduced harvesting in the winter within the core ski trail area.
  - In upland areas of Nine Mile harvesting may only occur between August 24 and November 15 in large diameter northern hardwood stands due to threatened and endangered species guidance.
  - There are few areas that harvests may occur in year round.
  - Attempts will be made to minimize conflicts on trail based recreation activities.
2. Dispersed recreation such as hunting, trapping, fishing, bird watching, hiking, backpacking and berry picking will continue to occur on all County Forest Lands according to the County Forest Law and Department of Natural Resources seasons and regulations.
3. Mountain biking and horseback riding season at Nine Mile County Forest begins from May 1 to May 15, depending on trail conditions, to October 15 each year. If trail conditions allow opening during the first three weeks of May, mountain biking and horseback riding will be allowed after 12:00pm daily to accommodate spring turkey hunters.
4. County ordinance prohibits the use of bicycles or riding horses on any designated trail seasonally closed.
5. Snow biking is prohibited on cross country ski or snowshoe trails due to user conflicts and the biking season being closed.
6. Electric mountain bikes (eMTB) falls under the definition of a self-propelled motor bicycle and is prohibited by ordinance.
7. Cross country skiing, snowshoeing and snowmobiling are allowed on designated trails when there is sufficient snow cover as determined by the Parks, Recreation and Forestry Department.
8. Cross country skiing and snowshoeing are allowed at any time off the designated trails according to County Forest Law.
9. Up to four high school cross country running races may be allowed at Nine Mile on or before October 15 each year.

10. Organizers may apply for a special event by completing a Facility Use Agreement form available at the Park office. Applications will be evaluated using the criteria below listed in order of importance.

- Resource Protection
- Potential for User Conflicts
- Number of Events Already Scheduled (cap on events)
- Benefits to the Community
- Revenue Generation

Existing events that have been historically held will get first consideration. Any additional events or trail based activities may be considered and if approved be on a trial basis. They may or may not be approved on a yearly basis. A maximum of two weekend trail based events (Friday-Sunday) may be allowed between September 1 and October 15.

11. If some events or trail based activities are not approved, Parks, Recreation and Forestry staff will assist to find a different venue appropriate for those to be held.
12. The Forestry/Recreation Committee has jurisdiction over all land use on the County forest. Any future changes or additions to these regulations will need approval by the Forestry/Recreation Committee before being implemented.