

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

COUNTY OF MARATHON
Wausau, WI 54403

A meeting of the County Forest Citizens' Advisory Subcommittee will be held at 212 River Drive, **Rm. #2**, Wausau, WI, 54403, at **6:00pm** on **September 19, 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, Equestrian Representative vacant

A G E N D A

- I. Minutes
 - A. Approve Minutes of the June 6, 2018 Meeting

- II. New Business
 - A. Forest Citizens' Advisory Subcommittee Appointments
 - B. Review the 2018 Fall Timber Sale Package – Joe Tucker
 - C. Nine Mile County Forest Oak Scarification and Regeneration Project – Joe Tucker
 - D. Results of the 2018 County Forest Certification Audit
 - E. Forestry Division Timber Sale Revenue Projection for 2018
 - F. Press Release – Wisconsin County Forests Association Receives Tourism Grant
 - G. Results of the Cross Country Skiing Survey From the 2017-2018 Season
 - H. Wausau 24 and Wisconsin Endurance Mountain Bike Race Participation and Revenue
 - I. Badger State Games Winter Triathlon Event at Nine Mile Forest January 27, 2019 – John Burke
 - J. Member Items

- III. Old Business
 - A. Nine Mile Forest Bird Survey Completed by Wausau Bird Club – Susan Haug
 - B. Ragnar Trail Relay Running Race September 21-22, 2018 at Nine Mile
 - C. Update on Feasibility Study Regarding Snow Making at Nine Mile Forest – John Burke
 - D. Remaining 2018 Fall Events at Nine Mile Forest

- IV. Remaining 2018 Meeting Dates – 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 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, Paul Klocko, Mike Lane, Gary Weiland, Marcell Wieloch

Excused: Dale Heil, Greg Klos, Carol Mills, Ryan Schleifer

Wausau and Marathon County Parks, Rec, and Forestry Department staff present: Tom Lovlien-Forest Administrator, Jamie Polley-Parks, Recreation and Forestry Director

The meeting was called to order at 6:00 p.m. by Chairman Lane. Members introduced themselves and Polley gave some background information about herself.

I. Minutes

Motion by Wieloch to approve the March 21, 2018 minutes. Motion **carried**.

III. New Business

A. 2018 Anticipated Timber Harvest Activity at Nine Mile Forest

Lovlien said there are two sales that potentially will be cut this summer and fall in Nine Mile. Staff will notify major user groups when these sales become active. They are select cuts close to the chalet and on many recreational trails. Burke mentioned the Nordic Ski Club was interested in internet access for a web camera and Lovlien asked that Burke contact him. A bird survey will be completed to determine if any threatened or endangered species are present.

B. September 2018 Subcommittee Appointments

Mike Lane, Susan Haug, John Burke, Mark Chickering, Greg Klos and Carol Mills are the members whose terms are up as of September 1, 2018. Lovlien asked that members let him know by July 15th if they would like to serve again on the committee for another two years.

C. 2018 Scheduled Nine Mile Events

Lovlien discussed a number of events that will be happening at Nine Mile. He said there will be five ATV safety classes, four high school cross country running races, three mountain bike races including a high school mountain bike race, two bike demo's, one Ragnar running relay race, and the chalet has also been rented for some private events. Nine Mile is very popular and gets heavily used. Lovlien asked members to let their user groups know about the dates of upcoming events.

D. 2018 Spring Timber Sale Bid Summary

Lovlien said fifteen bids from eight different contractors were received. There was one tract that didn't sell and will be re-bid this fall. The weighted average of the high bids was low overall. Lovlien thought prices were lower because the mills are full. Overall it was a good bid opening even though prices were down a little bit.

E. Article – Baldwin's Bipartisan Good Neighbor Authority Legislation Becomes Law

Lovlien said the State is helping out the Federal government establish timber sales and the proceeds pay the DNR for their wages, time and materials. Some northern counties have entered into the same agreement with the federal government. Lovlien said some people may question if there is more wood on the market that it will drive the price down. Lovlien said it could, but if there isn't enough wood on the market and the price is so high it could have a negative impact on the forest industry. Its positive because it gets the federal, state, and county forests managed. The other part of the law is the fire borrowing fix. Northern U.S. forest service parks and campgrounds have been opening later and closing earlier and doing less maintenance because sometimes as much as sixty percent of their funds go to the western United States to fight fires. That is now going to be capped so more money will stay in Wisconsin to keep the 1.5 million acres of federal parks and forests open in Wisconsin. There is also the Secure Rural Schools program which doesn't affect Marathon County but in other counties it guarantees 25% of the timber proceeds go to schools and local governments to help in lieu of taxes.

F. DATCP Extends EAB Quarantine Across Entire State

Lovlien said with the entire State under quarantine, forest products can move freely which helps the logging industry. Emerald Ash Borer is here and most likely already in many areas. However, the firewood restrictions will remain in effect on County parks, campgrounds, and County forests because there are a lot of insects and diseases that can be transported via firewood. Lovlien discussed how the Department handles its firewood process. Lovlien explained that signs were placed at Nine Mile prohibiting firewood from being brought in. The signs were placed at the south end on Fawn road and at the chalet. Lovlien discussed DNR silviculture guidelines for landowners not to remove every ash but to reduce their ash component in case anything is found to combat the borer.

September 2018

**MARATHON COUNTY FOREST
CITIZENS' ADVISORY SUBCOMMITTEE**

Mark Chickering 2918 Pine Ridge Blvd. Wausau WI 54401 (H) 715-574-4610 Email: markchickering@gmail.com	Mountain Biking 2 year term to 2020 Expires September 1, 2020
John Burke 5907 Old coach Rd. Wausau WI 54401 (H) 715-218-7883 E-mail: johnbethburke@charter.net	Cross-Country Skiing 2 year term to 2020 Expires September 1, 2020
Greg Klos 6603 Cavin Dr. Wausau WI 54401 (H) 842-5951 (W) 845-2206 E-mail: gklos@charter.net	Conservation 2 year term to 2020 Expires September 1, 2020
Susan Haug 168305 River Rd. Ringle WI 54471 (H) 446-2775 E-mail: sjhaug@charter.net	Birding 2 year term to 2020 Expires September 1, 2020
Mike Lane 921 Landfried Ave. Mosinee WI 54455 (H) 693-2749	Hunting 2 year term to 2020 Expires September 1, 2020
Vacant	Equestrian 2 year term to 2020 Expires September 1, 2020
Paul Klocko 3907 Pat St. Weston WI 54476 (H) 715-241-6940 E-mail: pklocko@dwave.net	General Member 2 year term to 2019 Expires September 1, 2019
Marcell Wieloch 1705 Town Hall Rd. Mosinee WI 54455 (H) 693-4449 E-mail: mfwieloch@mtc.net	Conservation Congress 2 year term to 2019 Expires September 1, 2019
Ryan Schleifer 511 Bob's Drive Plover WI 54467 (W) 715-213-5541 E-mail: ryan.schleifer@versoco.com	Forest Industry 2 year term to 2019 Expires September 1, 2019
Gary Weiland 3799 Redwood St. Fenwood WI 54426 (H) 715-581-2875 gary.weiland@gmail.com	ATV/Motorized 2 year term to 2019 Expires September 1, 2019
Dale Heil C4051 Karen Ln. Stratford WI 54484 (H) 687-2110 (W) Truck 498-2252 dale.heil@frontier.com	Logging 2 year term to 2019 Expires September 1, 2019



FALL 2018 TIMBER SALE INVITATION FOR BID

Here is our fall timber sale prospectus.

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

- **NEW - REVISED BID BOND REQUIREMENT:** Purchasers are allowed to submit a personal or business check as a bid security in the amount of 10% of the total bid.
- All pulpwood will be bid by the ton to a top diameter of 4". There is also an option to bid on tops/biomass.
- Stick scaled cord volume will be converted to tons using published WDNR handbook weights. The Marathon County mixed hardwood pulp weight is 4800 pounds per cord. (See table on back of this sheet)
- Marathon County reserves the right to scale any wood products piled in the woods for longer than 30 days.
- **CONTRACT EXTENSIONS:**
Please read and understand contract extensions as we will be following our policy.

To submit a bid:

1. Use the enclosed bid form or a photocopy.
2. Bid a price per **ton** or **MBF** for each species, including tracts designated as lump sum.
3. Complete the Logger's Statement of Qualifications.
4. Sign your bid.
5. Enclose a bid bond, cashier's, personal or business check, letter of credit, or money order for 10% of the total bid.
6. Seal each signed bid in a separate envelope marked: "Timber Sale Bid - Tract No. _____".
7. Submit your signed bid(s) by 9:00am, Tuesday, October 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 9:00am, Tuesday, October 2, 2018, Conference Room 3, 212 River Drive, Wausau, Wisconsin, 54403.

Thomas G. Lovlien
Forest Administrator

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

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

**CORDWOOD WEIGHT CONVERSION FACTORS
POUNDS PER CORD**

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

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

FALL 2018 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
5-18	Aspen Mixed Hardwood Mixed Hwd. Logs Tops/Biomass	1450 Tons 170 Tons 5.0 MBF 300 Tons	<u>Kronenwetter</u> – WHITE RABBIT (38 Acres) Mid-Summer/Fall/Winter logging. Access to Pyke Road/Hwy 153. Ticket Sale. Contract must be completed by December 31, 2020.
7-18	Mixed Hardwood Aspen Basswood Red Maple Logs Ash Logs Basswood Logs Hard Maple Logs Tops/Biomass	3000 Tons 300 Tons 200 Tons 75.0 MBF 45.0 MBF 25.0 MBF 15.0 MBF 700 Tons	<u>Harrison-Hewitt Forest Unit</u> – DEAD PORKY (91 Acres) Winter logging only. Access to County Highway G. Ticket Sale. Contract must be completed by December 31, 2021.
8-18	Aspen Mixed Hardwood Basswood Red Oak Mixed Hwd. Logs Red Oak Logs Tops/Biomass	1250 Tons 625 Tons 210 Tons 140 Tons 10.0 MBF 8.0 MBF 450 Tons	<u>Ringle Forest Unit</u> – FLAT TIRE (70 Acres) Mid-Summer/Fall/Winter logging w/ stream crossing improvements. Access to County Forest Road. Ticket sale. Contract must be completed by December 31, 2021.
9-18	Aspen Mixed Hardwood Red Oak Mixed Hwd. Logs Red Oak Logs Tops/Biomass	2500 Tons 875 Tons 200 Tons 30.0 MBF 10.0 MBF 725 Tons	<u>Leather Camp Forest Unit</u> – WOODCOCK (85 Acres) Dry Summer/ Dry Fall/Winter logging. Access to Hwy 153/Ledebuhr Road. Ticket Sale. Contract must be completed by December 31, 2021.
10-18	Aspen Mixed Hardwood Tops/Biomass	2550 Tons 170 Tons 500 Tons	<u>Harrison-Hewitt Forest Unit</u> – SPEEDY (52 Acres) Winter logging only. Access to Mill Road. Ticket Sale. Contract must be completed by December 31, 2021.
11-18	Mixed Hardwood Red Oak Basswood Mixed Hwd. Logs Red Oak Logs Tops/Biomass	600 Tons 280 Tons 75 Tons 20.0 MBF 10.0 MBF 200 Tons	<u>Ringle Forest Unit</u> – RAPTOR'S RUN (58 Acres) Dry Mid-Summer/Dry Fall/Winter logging with road improvements. Access to County Forest Road. Contract must be completed by December 31, 2021.
12-18	Aspen Mixed Hardwood Mixed Hwd. Logs Tops/Biomass	1500 Tons 420 Tons 10.0 MBF 390 Tons	<u>Harrison-Hewitt Forest Unit</u> – IRONWOOD (41 Acres) Winter logging only. Access to Avery Rd. Ticket Sale. Contract must be completed by December 31, 2021.

INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 435 acres of timber on Tracts 5-18, 7-18, 8-18, 9-18, 10-18, 11-18, and 12-18. These tracts have an estimated 19,780 tons and 263.0 thousand board feet of:

Aspen Pulp	9,550 Tons	Red (Soft) Maple Logs	75.0 MBF
Mixed Hwd. Pulp	5,860 Tons	Ash Logs	45.0 MBF
Red Oak Pulp	620 Tons	Basswood Logs	25.0 MBF
Basswood Pulp	485 Tons	Red Oak Logs	28.0 MBF
Tops/Biomass	3265 Tons	Hard Maple Logs	15.0 MBF
Mixed Hwd. Logs	75.0 MBF		

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

Submit bids by 9:00 AM, Tuesday, October 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: Jamie Polley, Director
Wausau and Marathon County Parks, Recreation, and Forestry Department

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

5. FISTA trained Yes No Date _____

Other safety training (please describe)

_____ Date _____

_____ Date _____

6. BMP training Yes No Date _____

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

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

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

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

Date

Name (Please Print)

Signature

MARATHON COUNTY TIMBER SALE CONTRACT

Contract No. _____ Scaled or Ticket System

Tract No. _____ Tree Measurement (Lump Sum)

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

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

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

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

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

TIMBER TO BE REMOVED

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

TOTALS: _____

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

GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Other: None.

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

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

Table 1. Thresholds for soil disturbances.

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

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

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

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

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

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

(1) NONE

(2)

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

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

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

REQUIRED INSURANCE

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

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

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

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

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

SCALING REQUIREMENTS AND CONVERSION FACTORS

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

PULPWOOD TICKET SYSTEM

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

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

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

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

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

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

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

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

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

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

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

TREE MEASUREMENT (LUMP SUM)

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

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

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

B. Other: NONE

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

Heterobasidion Root Disease (HRD) – Prevention Treatment

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

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

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

Table 2. Approved Heterobasidion Root Disease Fungicides

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

Dated this ____ day of _____, 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: _____ (Date)
(Forest Administrator)

MARATHON COUNTY TIMBER SALE
Kronenwetter Forest Unit – March 2018

Tract # 05-18 WHITE RABBIT SALE

Estimated Volumes

Ticket Sale	<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

Option to Bid	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:

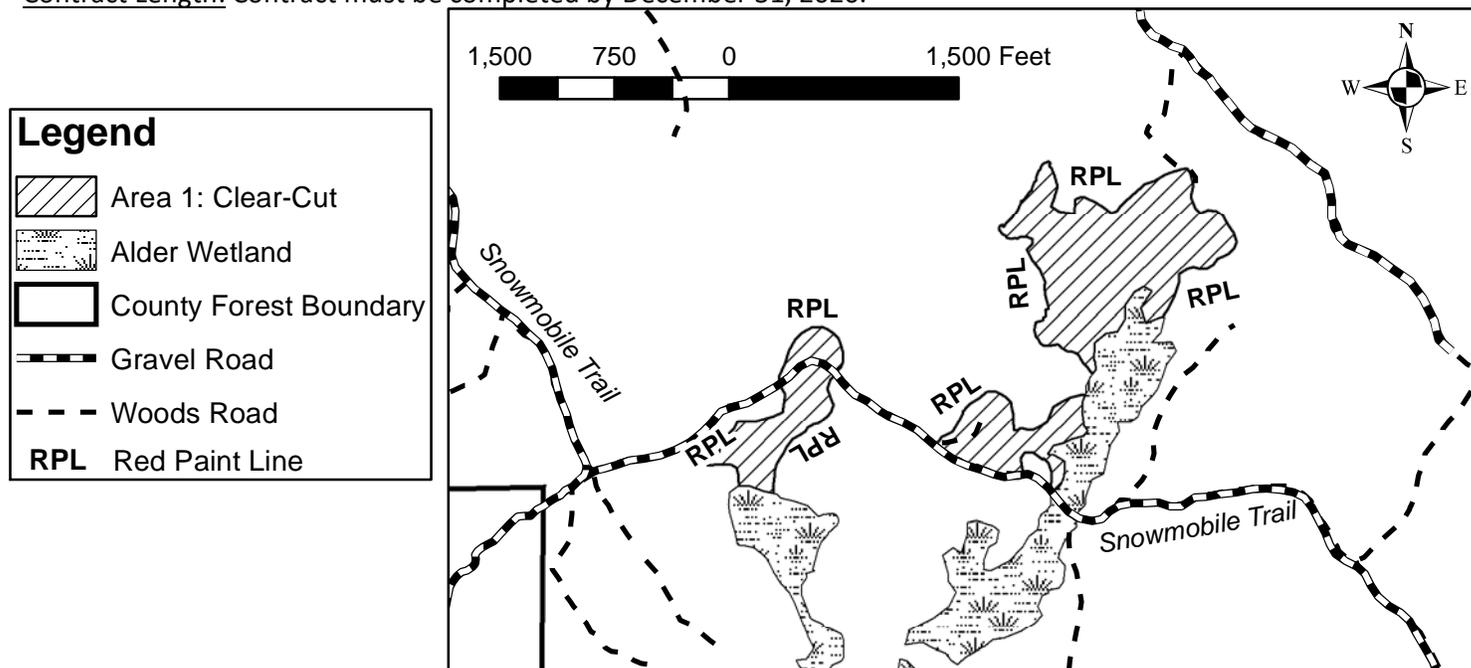
Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound

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

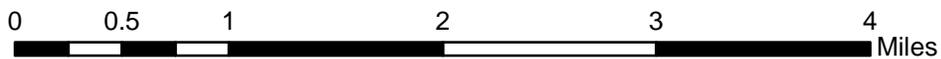
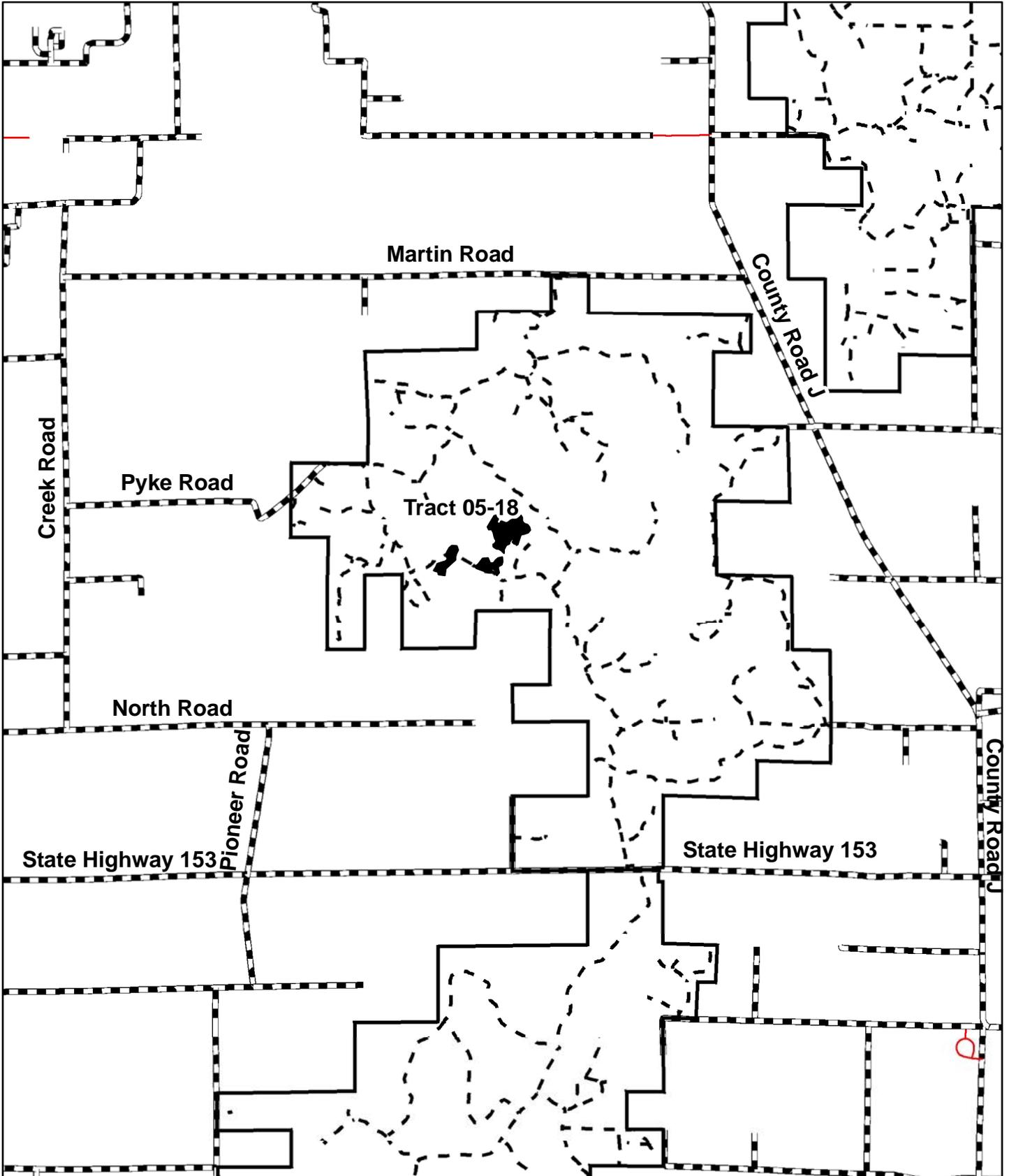
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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 31, 2020.



Kronenwetter Forest Unit



MARATHON COUNTY TIMBER SALE
Hewitt-Harrison Forest Unit - September 2018

Tract # 7-18 DEAD PORKY SALE

Ticket Sale	<u>Species</u>	<u>Estimated Volumes</u>
		<u>4" Top</u>
	Mixed Hardwood	3000 Tons
	Aspen	300 Tons
	Basswood	200 Tons
	Red Maple Logs	75.0 MBF
	Ash Logs	45.0 MBF
	Basswood Logs	25.0 MBF
	Sugar Maple Logs	15.0 MBF
Option to Bid	Tops/Biomass	700 Tons

Location: Town of Harrison T30N - R10E, Sections 18,19,20

Seasonal Time Frame: Frozen Ground

Cutting Regulations:

Area 1 – Aspen Clearcut (8 Acres in 1 Block) - Cut all trees >1" dbh

Area 2 – Red maple Clearcut (41 Acres in 2 Blocks) - Cut all trees >1" dbh except green marked reserve trees.

Area 3 – Select Mark (42 Acres 1 Block) - Cut all orange marked trees. Also cut all trees >1" dbh inside of green marked canopy gaps. 16 canopy gaps even distributed throughout hardwood stand. Do not cut green marked canopy trees.

Entire sale boundary is marked with red paint. No paint line separates aspen and red maple clearcut on north part of sale. Clearly visible in field and harvest prescription is the same for both areas.

A green paint line separates the small red maple clearcut from the select mark hardwood stand.

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

Slash/Wildlife/Other: 16'8" maximum forest product length in southern hardwood stand only. Lop and scatter all tops to lie within 24 inches of the ground.

Pull all merchantable and unmerchantable ironwood out of ground or cause root damage.

Maximum stump height shall not exceed stump diameter, except for stumps less than 10", which shall not exceed 10."

Do not disturb two survey monuments, see map.

Utilization:

Pulpwood - One or more sticks to a 4-inch top diameter inside bark.

Sawlogs - 10-inch or larger diameter inside bark, at least 50% sound.

Tops/Biomass – Whole tree skidding allowed in aspen and red maple areas.

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

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

Dead Porky Sale 7-18



County G

Private Land

Private Land

Aspen sprouts

Aspen

Aspen

Aspen

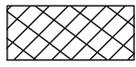
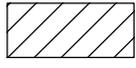
Aspen sprouts

Aspen

Hardwood

0 0.25 0.5 Miles

Legend

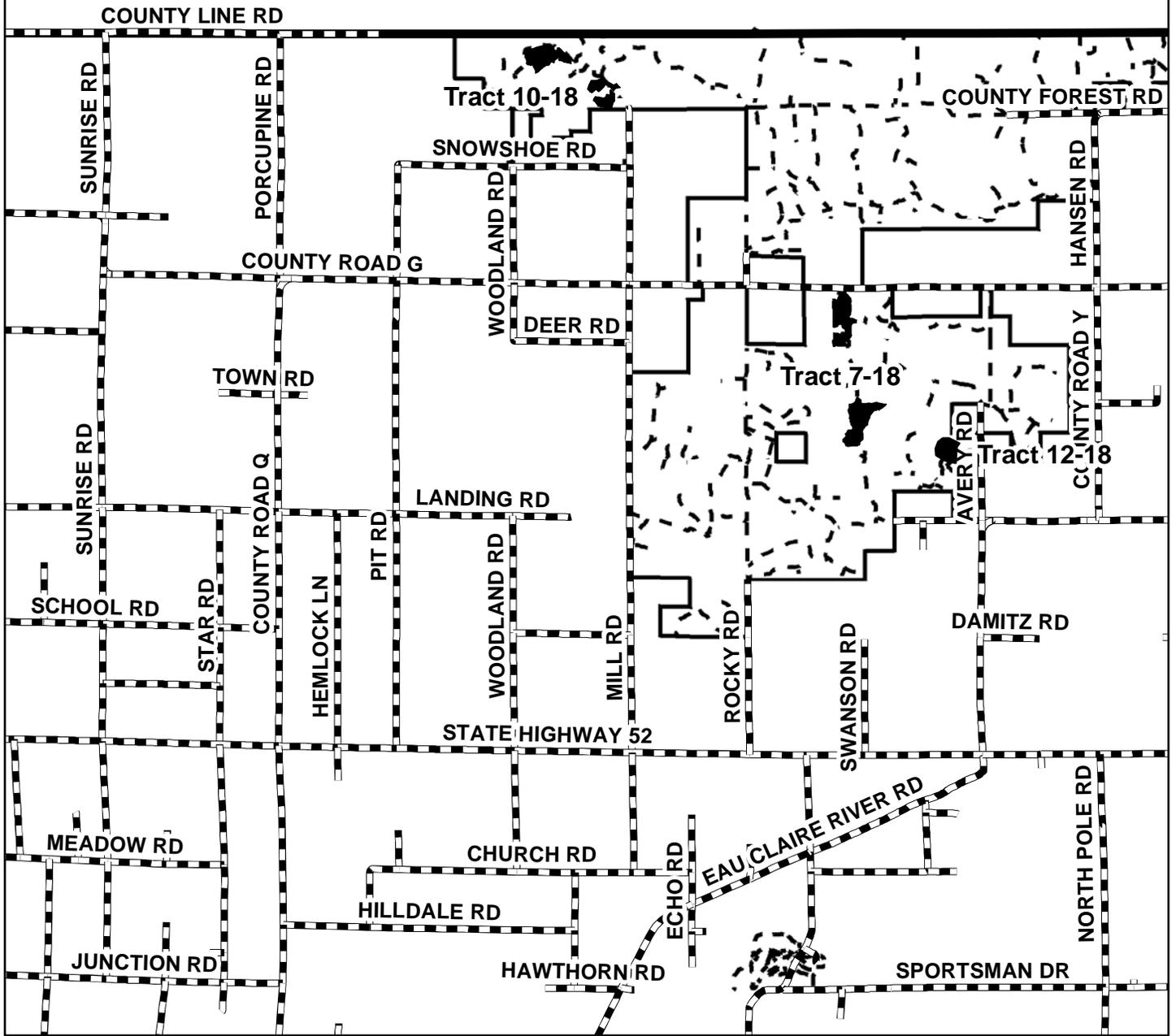
-  Area 1 - Aspen clearcut
-  Area 2 - Red Maple clearcut
-  Area 3 - Select Mark
-  Tag Alder
-  Trails
-  Canopy Gaps
-  Survey Pipes

Aspen

Aspen

Harrison-Hewitt Forest Unit

Langlade County



2.5 1.25 0 2.5 Miles



MARATHON COUNTY TIMBER SALE
Ringle Forest Unit – September 2018

Tract # 08-18 FLAT TIRE SALE

Ticket Sale	Species	Estimated Volumes		
		4" Top		
Option to Bid	Aspen	1250 Tons	Oak	140 Tons
	Mixed Hardwood	625 Tons	Mixed Hardwood Logs	10.0 MBF (60% Basswood, 20% Ash, 10% Red Maple, 10% Hard Maple)
	Basswood	210 Tons	Red Oak Logs	8.0 MBF
Option to Bid	Tops/Biomass	450 Tons		

Location: Section 31, T.28N.-R.09E. (Town of Ringle)

Size: 70 Acres

Seasonal Time Frame: July 16-March 30 (Summer/Fall logging, with trail improvements to creek crossing and approaches).

Cutting Regulations:

Area 1 – Select Cut w/ gaps (35 acres in 1 Block) – Cut all trees marked with orange paint. Cut all merchantable trees inside green paint lines, except those marked with green paint.

Area 2 – Clear-cut A (30 acres in 2 Blocks) – Cut all stems 1 inch and greater, except conifer and trees marked with green paint.

Area 3 – Clear-cut B (5 acres in 1 Block) – Cut all merchantable trees, except those marked with green paint.

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

Roads/Trails/Decking Areas: If snowmobile trail is “open,” 3 inch snow-base shall be left on trails.

Slash/Wildlife/Other: 16’8” maximum forest product length, except for 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. Do not cut trees marked with an orange “W.” No biomass harvesting within 50’ of creek (County Forester will flag). Permit may be required to construct ford across creek and is the responsibility of the contractor.

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

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

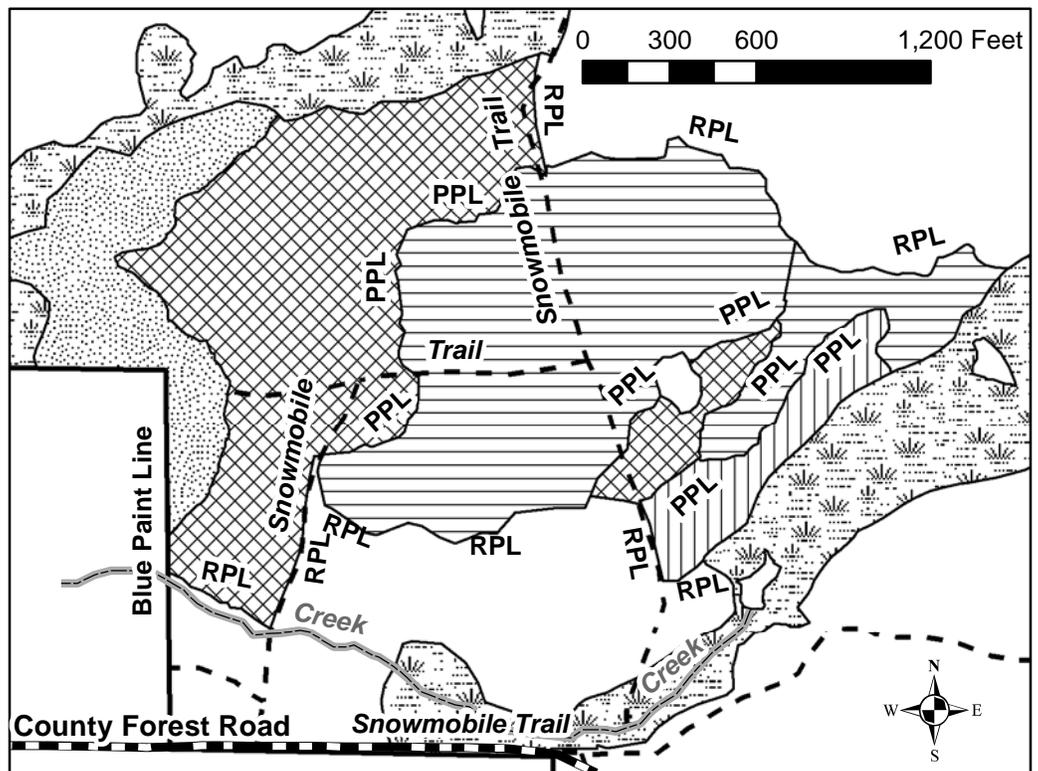
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

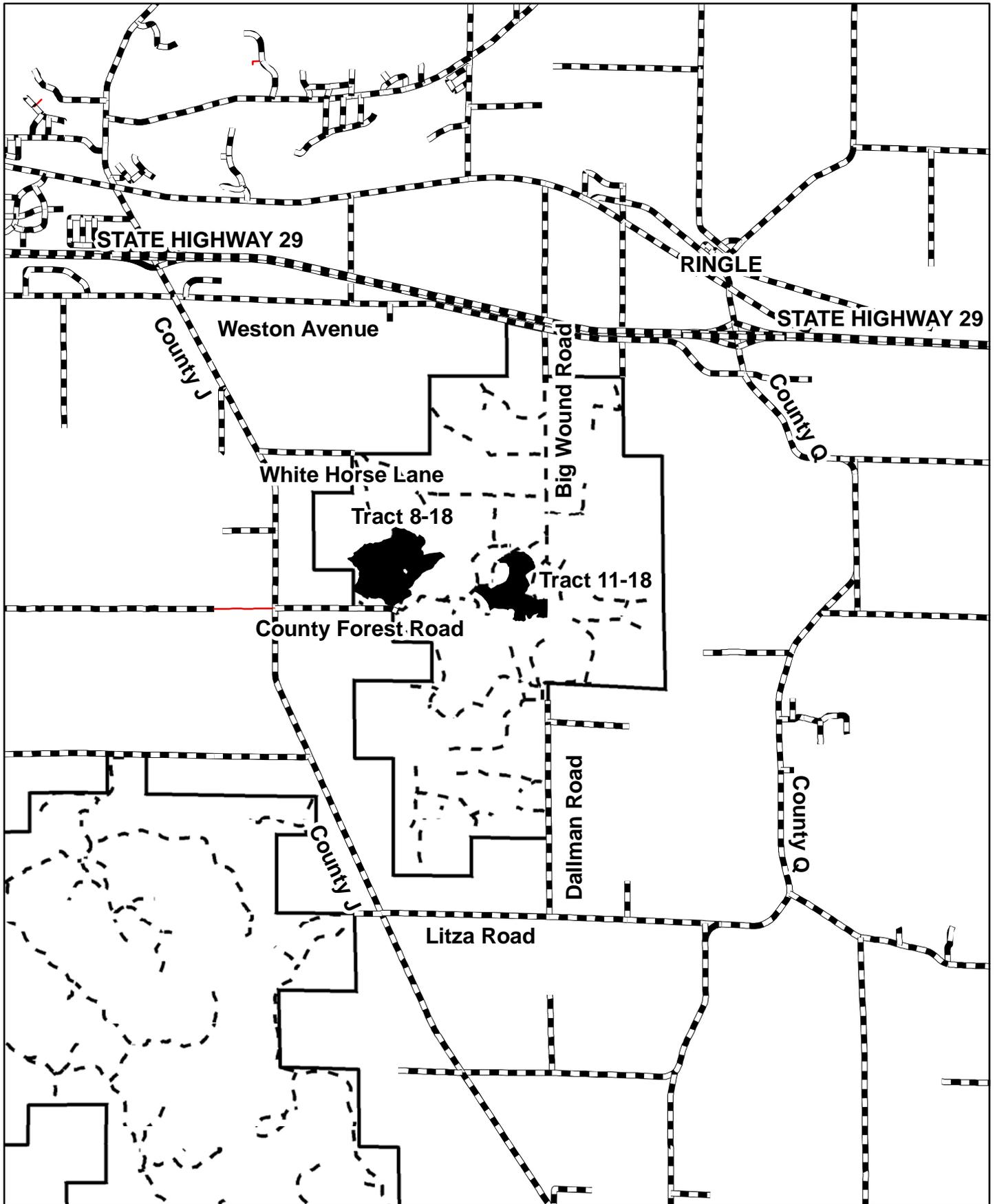
Contract Length: Contract must be completed by December 31, 2021.

Legend

	County Forest Boundary
	Woods Road
	Young Aspen
	Alder Wetland
	Area 1: Select Cut w/ gaps
	Area 2: Clear-Cut A
	Area 3: Clear-Cut B
RPL	Red Paint Line
PPL	Purple Paint Line



Ringle Forest Unit



MARATHON COUNTY TIMBER SALE
Leather Camp Forest Unit – September 2018

Tract # 09-18 WOODCOCK SALE

Ticket Sale	<u>Estimated Volumes</u>	
	<u>Species</u>	<u>4" Top</u>
	Aspen	2500 Tons (includes approx. 125 Tons of White Spruce)
	Mixed Hardwood	875 Tons (includes approx. 50 Tons of Basswood)
	Oak	200 Tons
	Mixed Hardwood Logs	30.0 MBF (70% Red Maple, 20% Ash, & 10% Basswood)
	Red Oak Logs	10.0 MBF
Option to Bid	Tops/Biomass	725 Tons

Location: Sections 1, 2, 3, 10, 11, & 12, T.26N.-R.08E. (Town of Guenther)

Size: 85 Acres

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

Cutting Regulations:

Area 1 - Designate Cut (15 acres in 2 Blocks) – Cut all merchantable trees, except those marked with green paint. **Minimize damage to regeneration with minimal paths of travel. Trees shall be fallen, processed, and skidded within the path of travel.**

Area 2 - Select Cut (15 acres in 5 Blocks) – Cut all trees marked with orange paint. Cut all rows marked with 2 orange dots in spruce plantations.

Area 3 - Clear-Cut (55 acres in 3 Blocks) – Cut all trees 1 inch 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 hauling on the snowmobile trail when “open,” a 3 inch snowbase shall be left.

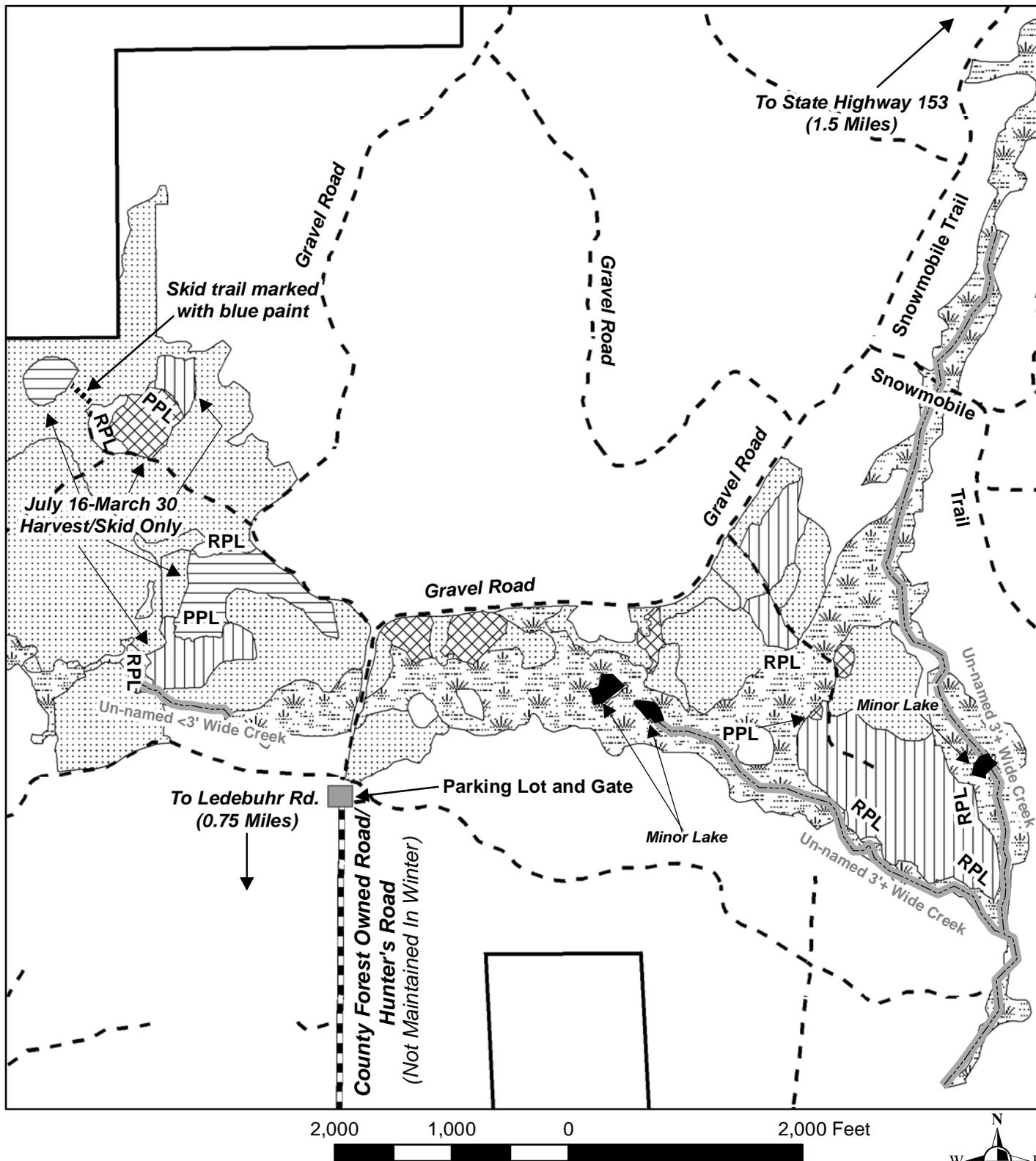
Slash/Wildlife/Other: 16’8” maximum forest product length in Area 1 and 2. All tops shall be lopped and scattered to lie within 24 inches of the ground. Maximum stump height shall not exceed the stump diameter, except for stumps less than 10,” which shall not exceed 10.” Do not cut snags, unless they pose a safety risk to harvesting operations or the public. Pull all merchantable and unmerchantable Ironwood out of ground or cause root damage. No biomass harvesting within 50 ft. of eastern creeks (County Forester will flag).

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

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

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

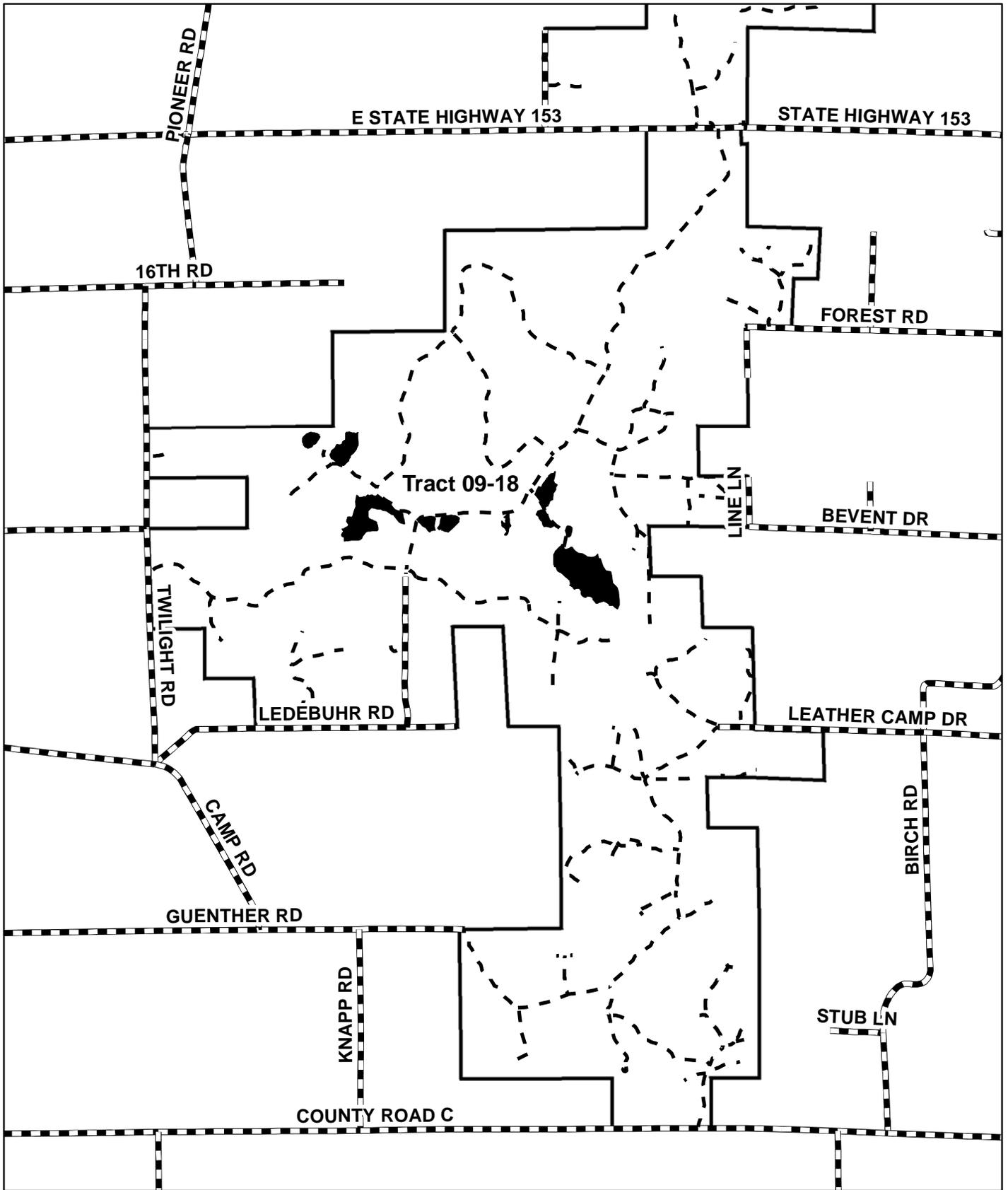
Tract 09-18 Woodcock Sale



Legend

- | | | |
|------------------------|-----------------------|-----------------------|
| County Forest Boundary | Wetland | Area 3: Clear-Cut |
| Woods Road | Area 1: Designate Cut | PPL Purple Paint Line |
| Young Aspen | Area 2: Select Cut | RPL Red Paint Line |

Leather Camp Forest Unit



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

Tract # 10-18 “SPEEDY SALE”

TICKET SALE	<u>Estimated Volumes:</u>	
	<u>Species:</u>	<u>4” Top</u>
	Aspen	2550 Tons
	Mixed Hardwood	170 Tons
	Tops/Biomass (optional)	500 Tons

Location: Section 2, T.30N.-R.9E. (Town of Hewitt)

Seasonal Time Frame: Frozen ground only

Cutting Area: 52 Acres

Cutting Regulations:

Area 1 – Clear Cut (52 Acres in 4 blocks): Cut all trees 1” and greater, except conifer, trees marked with green paint, and trees marked within green paint lines.

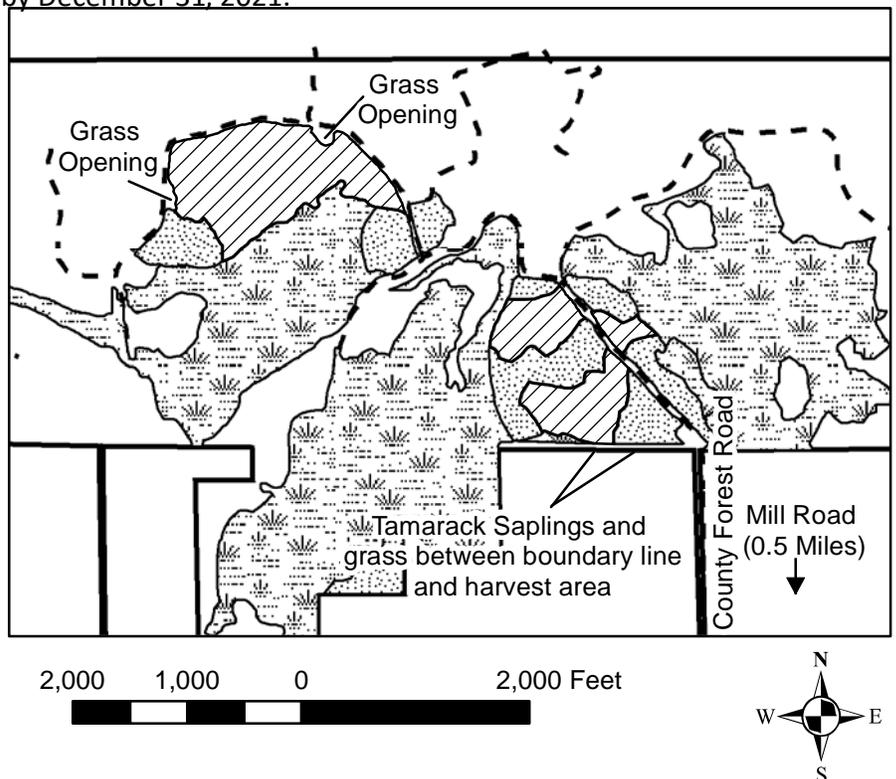
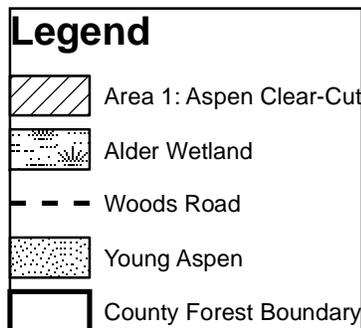
Roads/Trails/Decking Areas: Forestry Division will approve skid routes and decking areas.

Slash/Wildlife/Other: 16’8” maximum forest product length. All tops shall be lopped and scattered to lie within 24 inches of the ground. Stump height shall not exceed stump diameter, except for stumps less than 10,” which shall not exceed 10.” Do not cut snags unless they pose a risk to public or harvesting operators.

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

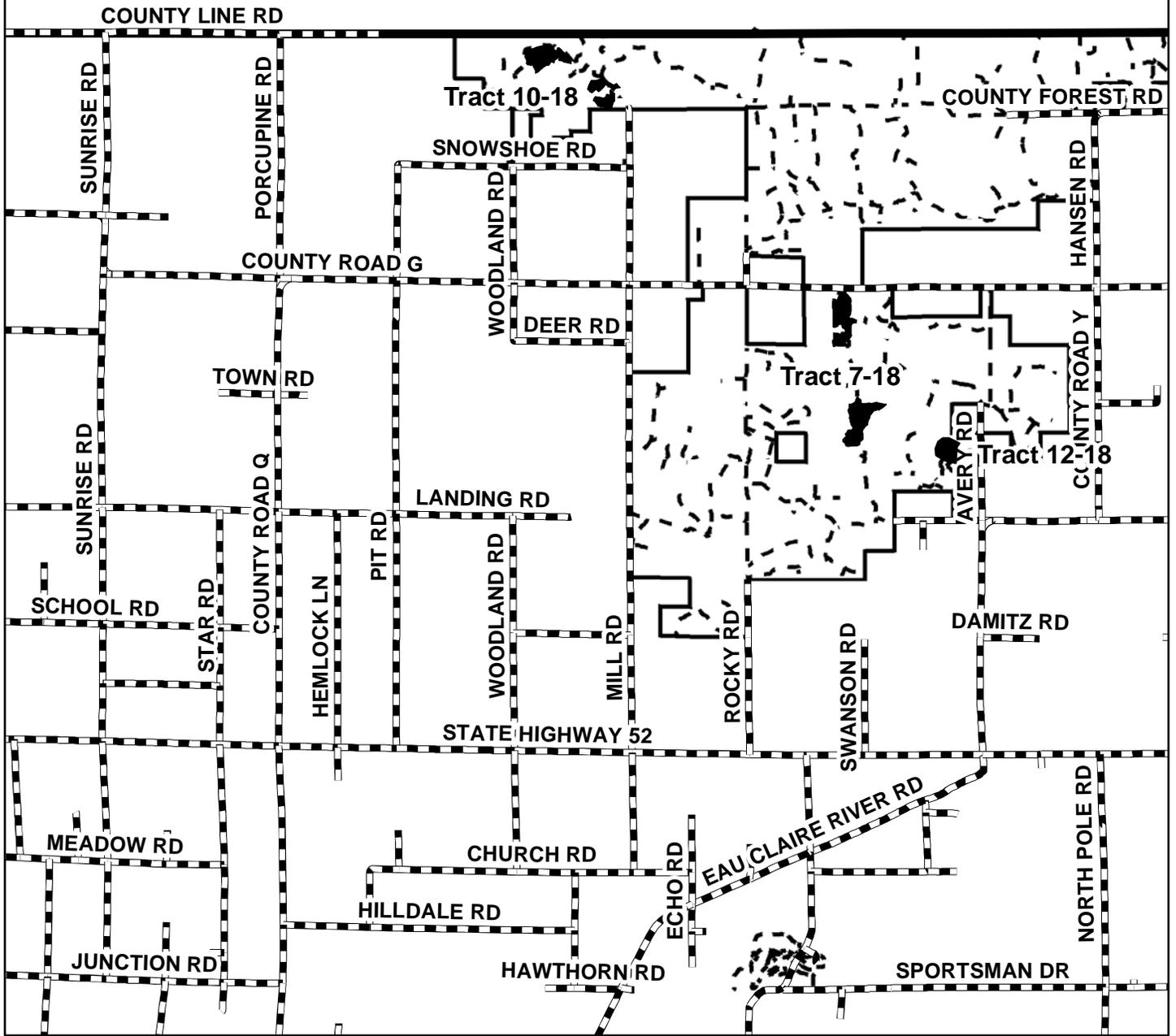
The bidder must sign and return our contract and performance bond of at least 25% of the contract value with 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.

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



Harrison-Hewitt Forest Unit

Langlade County



2.5 1.25 0 2.5 Miles



MARATHON COUNTY TIMBER SALE
Ringle Forest Unit – September 2018

Tract # 11-18 RAPTOR'S RUN

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

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

Size: 58 Acres

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

Cutting Regulations:

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

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

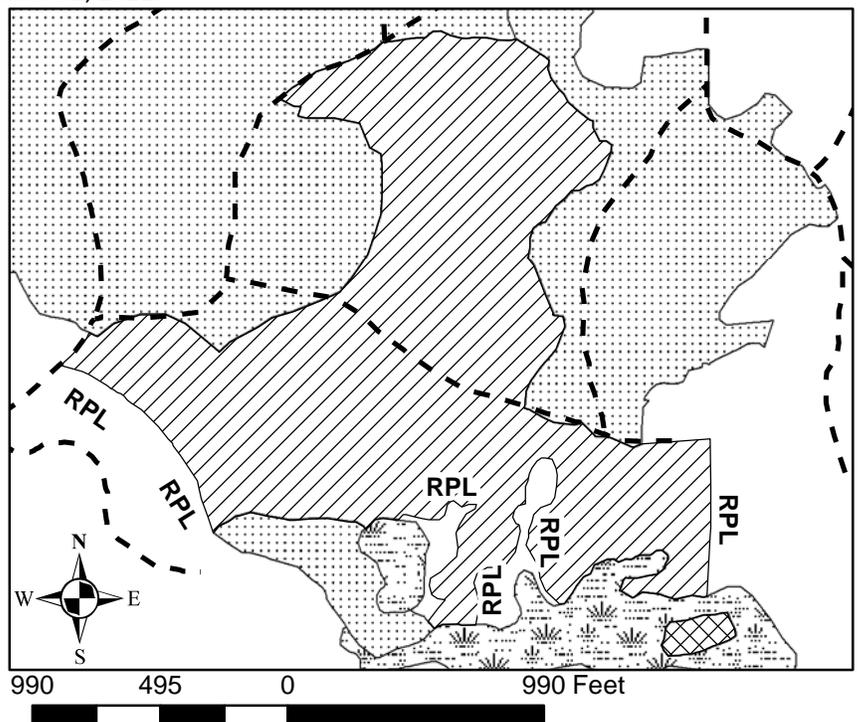
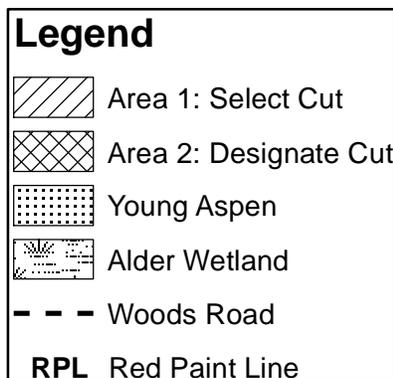
Roads/Trails/Decking Areas: Forestry Division must approve skid routes and decking areas. If snowmobile trail along County Forest Road is "open," 3 inch snowbase shall be left on trail.

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

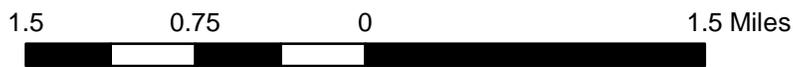
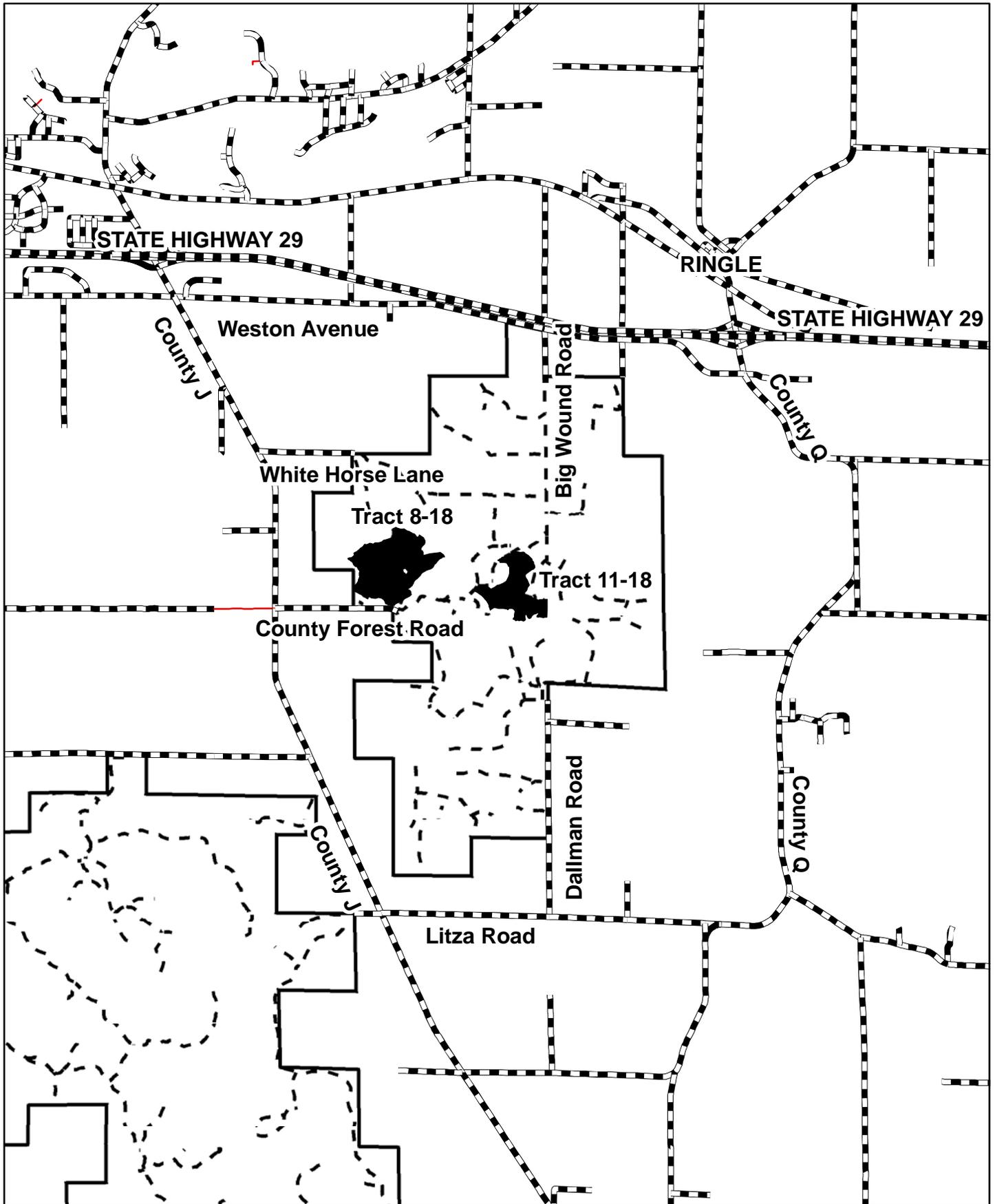
Utilization: Sawlogs - 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
Pulpwood - One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

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



Ringle Forest Unit



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

Tract # 12-18 IRONWOOD SALE

Ticket Sale	<u>Species</u>	<u>Estimated Volumes</u>
	Aspen	4" Top 1500 Tons
	Mixed Hardwood	420 Tons
	Mixed Hardwood Logs	10.0 MBF (90% Red Maple, 5% Ash, 4 % Hard Maple, 1% Basswood)
Option to Bid	Tops/Biomass	390 Tons

Location: Section 20, T.30N.-R.10E. (Town of Harrison)

Size: 41 Acres

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

Cutting Regulations:

Area 1: Clear-Cut A (29 Acres in 1 block) - Cut all trees 1" and greater except conifer, trees marked with green paint and trees within green paint lines.

Area 2: Clear-Cut B (12 acres in 1 block) - Cut all trees 1" and greater, except Oak, conifer, and Aspen saplings.

Minimize damage to Aspen and Oak saplings.

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. 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 biomass harvesting within 50' of Creek adjacent to Area 2 (County Forester will flag).

Utilization:

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

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

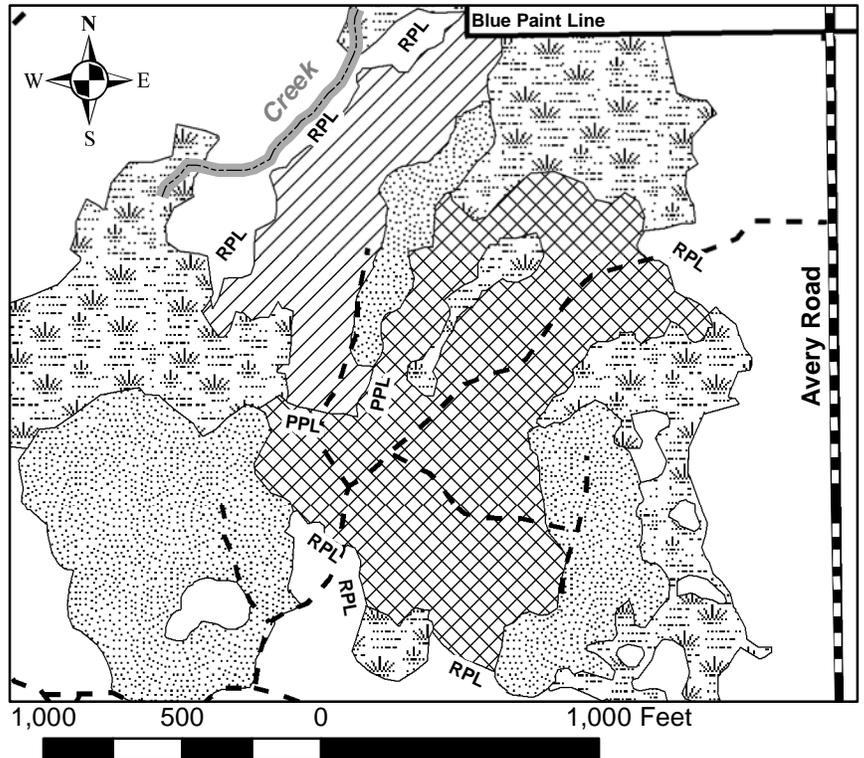
Tops/Biomass - Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

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

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

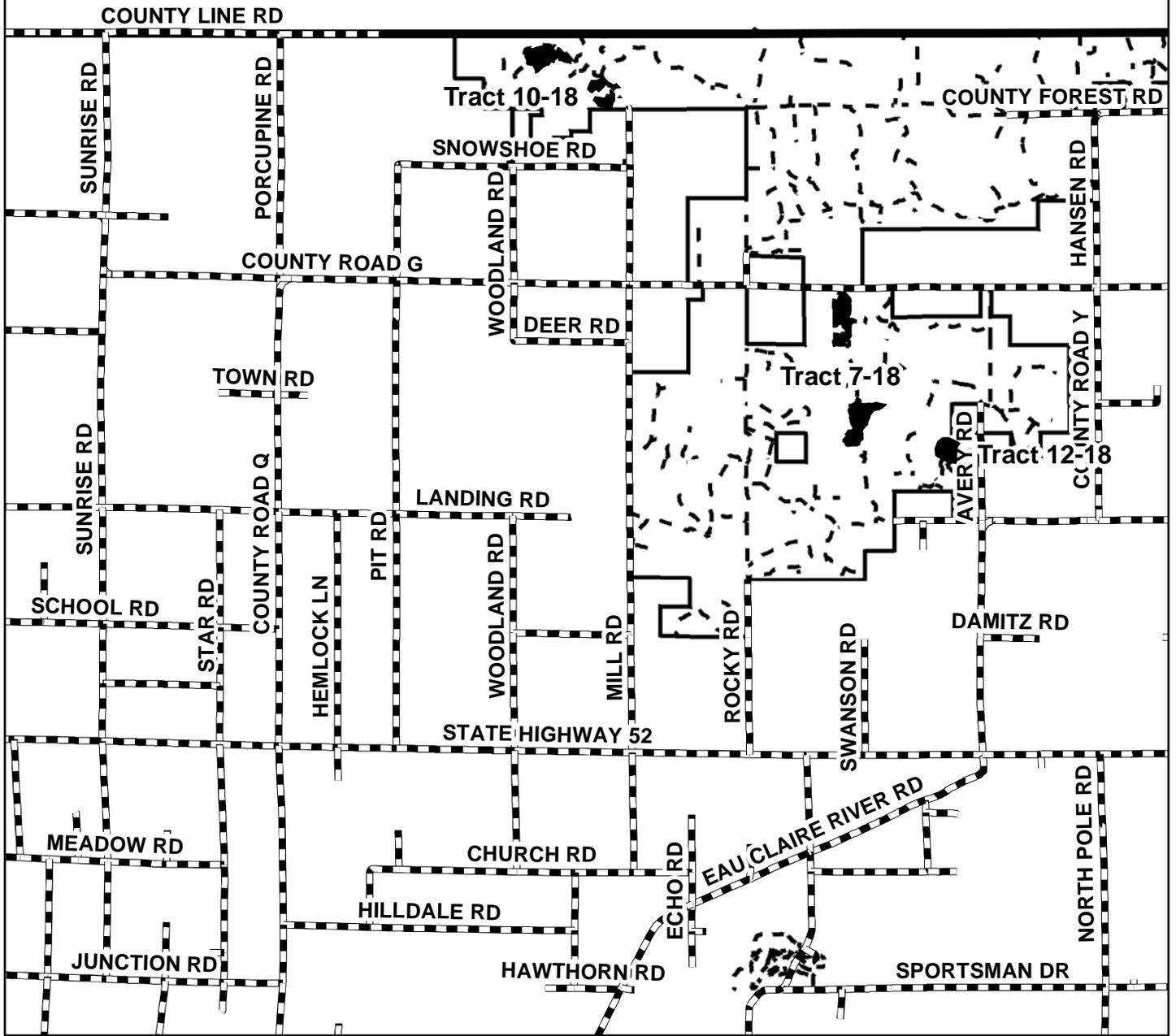
Legend

- County Forest Boundary
- Woods Road
- Young Aspen
- Alder/Marsh
- Area 1: Clear-Cut A
- Area 2: Clear-Cut B
- RPL** Red Paint Line
- PPL** Purple Paint Line



Harrison-Hewitt Forest Unit

Langlade County



2.5 1.25 0 2.5 Miles



Tom Lovlien

From: Tom Lovlien
Sent: Tuesday, August 7, 2018 9:08 AM
To: David Patridge; Michelle McCarthy; Jodi Luebbe; Cynthia Hassel; Paige Hantz
Cc: Jamie Polley; Dan Fiorenza; Andrew Sims; Greg Freix; Joseph Tucker; Jon Daniels; Chad M - DNR Keranen; Tom Lovlien; John Burke; Chad Page (Page.chad@gmail.com); Matt Block (mblock78@gmail.com); Jahn Martin (jahn.cwocc@yahoo.com)
Subject: Scarification at Nine Mile
Attachments: IMG_0133.jpg; IMG_0131.jpg
Importance: High

Good Morning,

I thought I'd send out an email on a project that is beginning tomorrow at Nine Mile east of the Hollywood Road parking lot along the snowmobile trail. We may get some people curious as this might look a little rough. This will take 3-4 days. A few examples of what this will look like are attached.

There will be 3 DNR bulldozers that will be scarifying(tearing up the forest floor) on about 60 acres under a red oak stand. We are attempting to time this with the good acorn crop this year to get baby oak trees to take off. They acorns that fall need bare mineral soil to regenerate. This area will be sold to a logging contractor in the spring of 2019 and most of the 90 year old oak trees present will be harvested hopefully leaving the baby oak trees to grow freely. This is all an attempt to regenerate the stand back to red oak.

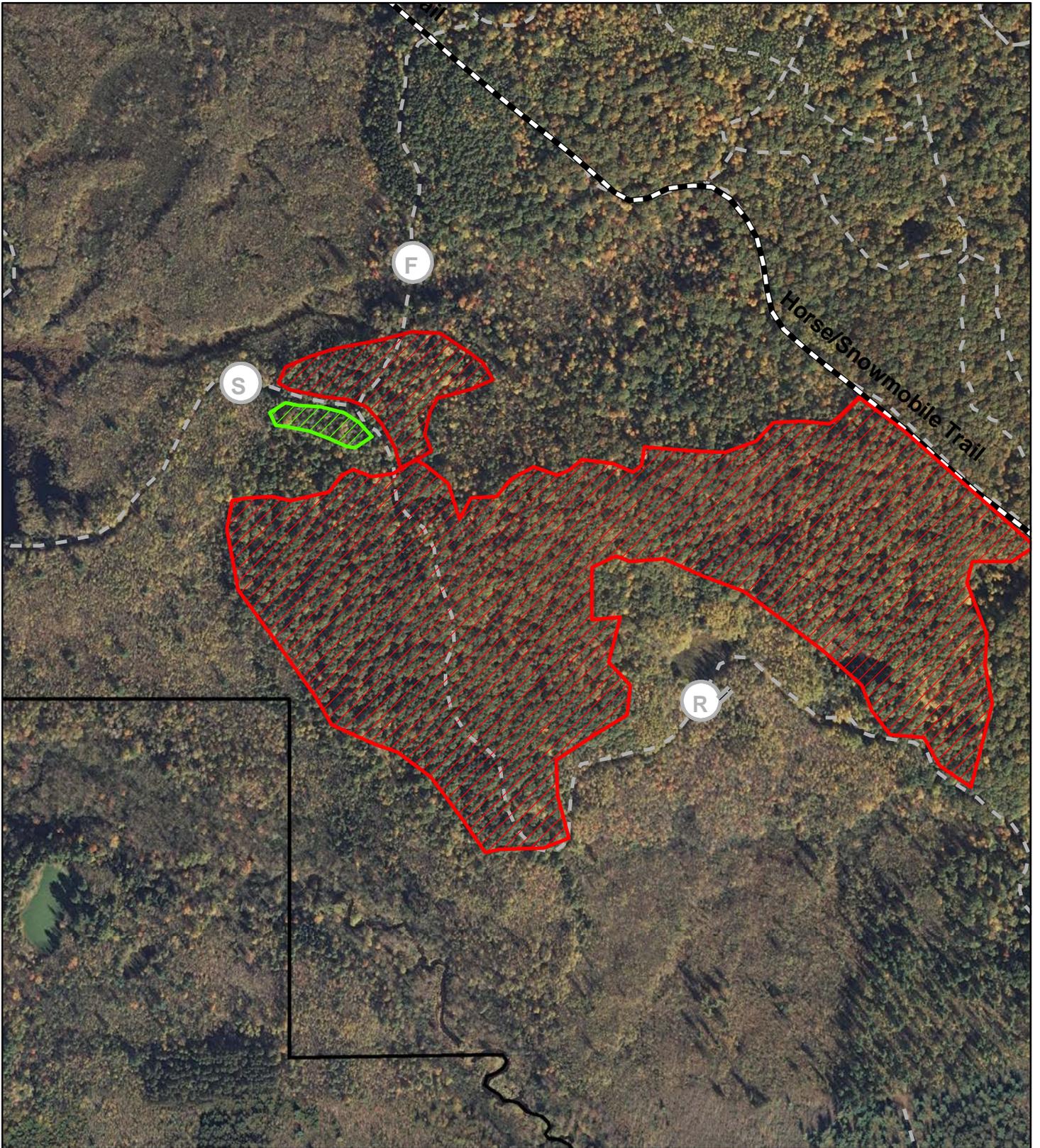
Joe will be putting up interpretive signs at the site and at the Nine Mile kiosk informing people of the project and to contact us with further questions. There are no single track mountain bike trails impacted. You can send any questions to Joe or myself. Thanks, Tom.

Thomas Lovlien
Marathon County Forest Administrator



Wausau & Marathon County
Parks, Recreation
& Forestry

212 River Drive, Suite 2
Wausau, WI 54403
(715)261-1584 Office
(715)573-2265 Cell
(715)261-4163 Fax
Tom.lovlien@co.marathon.wi.us



Legend

- - - Trails

County Forest Boundary





Tom Lovlien

From: Brown, Douglas E - DNR <Douglas.Brown@wisconsin.gov>
Sent: Monday, August 13, 2018 11:20 AM
To: Adam Bontje (adam.bontje@co.forest.wi.us); Chad Ziegler (ctieglar@co.monroe.wi.us); Chris Hoffman; Dailey, Rick (rick.dailey@co.clark.wi.us); ERantala (ERantala@co.langlade.wi.us); Eric Holm (eric.holm@co.price.wi.us); Eric Peterson-Iron Co; Fritz Schubert (fshubert@co.wood.wi.us); Gary Zimmer; Greg Peterson (greg.peterson@sawycercountygov.org); Jake Walcisak; Jane Severt; JBodine (JBodine@bayfieldcounty.org); Jeremy Koslowski; Jim Zahasky; 'John Bilogan'; John Cisek (john.cisek@co.barron.wi.us); John Gagnon; Jon Harris (jharris@douglascountywi.org); Josh Pedersen (Josh.Pedersen@co.eau-claire.wi.us); Kevin Kleinschmidt (Kevin.Kleinschmidt@co.lincoln.wi.us); Mark.Gossman@co.polk.wi.us; Dahlby, Mike; Mike Peterson (mlpeters@co.washburn.wi.us); Monty Brink; Nichols, Jason (jnichols@burnettcounty.org); Nick Gilman; Patrick Smith (psmith@co.florence.wi.us); Pete Villas (PVillas@MARINETTECOUNTY.com); Tom Lovlien; DNR DL FR SLT
Cc: Spiegel, Joshua O - DNR; Johnson, Derek J - DNR; Lapin, Carly N - DNR; Woodford, Michele P - DNR; Brehm, Janet C - DNR; Kriegel, Nolan J - DNR; Kafura, David J - DNR; Matula, Colleen F - DNR; Hutnik, Bradley M - DNR; Mike Luedeke; Heyde, Mark A - DNR; Prichard, Teague - DNR; Wrzochalski, Michele R - DNR; Gillen, Jean-Michel - DNR; Williams, Craig B - DNR; Lutz Jordan; Paul Fiene; Dean Bowe; DNR DL FR CO FOR Liaison; Warren, James K - DNR
Subject: County Forest Certification Audit Summary

Hello Everyone...

Just want to send out a quick summary of the 2018 County Forest Certification Audit held last week in the Counties of Taylor, Oneida, Lincoln and Langlade.

1st of all, a huge kudos goes out to the counties audited and particularly with the Administrators/Assistants and field staff that work on those forests. They were all clearly prepared, deeply knowledgeable of their program, how audits work/performed, as well as clearly communicated the story they wanted to tell of their robust programs being run. They represented the County Forest Program in the highest level.

Big thanks always go out to Jane Severt, Gary Zimmer and Mike Luedeke for their time in representing WCFA and providing the context of what the entire County Forest program is and why this is such a unique program not found anywhere else in the world.

Thanks to all of the Div. of Forestry folk, particularly the liaisons that work daily with the counties, as well as (team leaders, Area Staff Specialists, Bureau Directors, the "Ologists"- hydrology and silviculturists) that participated in this audit and provided support for the counties. Thanks to Mark Heyde for his deep knowledge of the standards and full understanding of the audit process. Also want to say thanks to Wildlife, NHC representatives that attended and providing their expertise being applied on the county forests.

All of the auditors commented how impressed they are with the complete partnership/working relationship with the Counties, DNR and WCFA. Mike Ferrucci (SFI Lead) publicly commented that the County Forest Audit is his favorite audit.

Now that all the pats on the backs are over, let's get down to business....

We do have the preliminary findings and want to thank Gary Zimmer for this summary.

1. 2017 SFI/FSC CARS/OBS/OFls will be closed
2. **2018 No CARS** for either SFI/FSC. However, there were two OFI/OBS
3. SFI- OFI (Opportunity for Improvements)
 - a. SFI Performance Measure 3.1.1 *Program to implement federal, state or provincial water quality best management practices during all phases of management activities.* Site issue was on a County Forest Gas Tax road where he felt the road maintenance was not meeting Wisconsin BMP's. **Mike did state there was no erosion or sediment concerns and no water quality impacts.** This road is in very flat terrain but had shallow ruts and water sitting in places. Maintenance had occurred but an intense rain shortly after the last grading followed by public use had resulted in some rutting.
 - b. SFI Performance 2.2.7 – *Supervision of forest chemical applications by state- or provincial-trained or certified applicators.* Pesticides were applied by a county forester whose chemical applicator certification had lapsed in at least two instances.
4. FSC – OBS (Observations)
 - a. FSC Indicator 6.5.B - *Forest operations meet or exceed Best Management Practices (BMPs) that address components of the Criterion where the operation takes place.* Two sites were mentioned. The first was an improperly constructed water bar that was parallel to the anticipated flow of water. Some soil movement was evident. The second site was the county forest gas tax road also mentioned in the SFI report. It was mentioned again that no erosion or sediment movement was evident along the road.
 - b. FSC Indicator 6.6.D- *Whenever chemicals are used, a written prescription is prepared that describes the site-specific hazards and environmental risks, and the precautions that workers will employ to avoid or minimize those hazards and risks, and includes a map of the treatment area.* There was evidence that a forester whose applicator's license had lapsed was applying herbicides in at least two instances. (Same as SFI)

We will formerly address the findings when the SFI and FSC reports become "Final".

Thanks again to Kevin Kleinschmidt (Lincoln Co), John Bilogan (Oneida Co), Erik Rantala (Langlade Co) and Jake Walcisak (Taylor Co) for a tremendous audit/tour and your excellent staff.

If you have any questions, please don't hesitate to contact me.

Have a good one.

Doug Brown

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Doug Brown
 County Forest and Public Lands Specialist
 Wisconsin Department of Natural Resources
 Neil LeMay Forestry Center
 518 W. Somo Ave.
 Tomahawk, WI 54487
 Office: (715) 453-2188 X-6
 Cell: (715) 966-0157
 Douglas.Brown@wisconsin.gov

Gary

From: LeVan, Kristina E - TOURISM [<mailto:KLeVan@travelwisconsin.com>]

Sent: Wednesday, July 18, 2018 11:50 AM

Subject: Wisconsin County Forests Association receives \$2,025 tourism grant



MEDIA CONTACT:

Kristina LeVan, Wisconsin Department of Tourism
608-266-0458; klevan@travelwisconsin.com

Gary Zimmer, Wisconsin County Forests Association
715-282-5951; wcf2@frontier.com

FOR IMMEDIATE RELEASE

GROUSE HUNTERS FLOCK TO WISCONSIN WITH HELP FROM TOURISM GRANT

Grant funds will go toward promoting Wisconsin as a premier bird hunting destination

RHINELANDER, Wis. (July 18, 2018) – The Wisconsin County Forests Association is gearing up for a second year of marketing efforts aimed at promoting Wisconsin as the go-to destination for bird hunting. With help from a \$2,025 Joint Effort Marketing (JEM) grant from the Wisconsin Department of Tourism, the marketing campaign targets upland bird hunters from across the country with information about the abundance of premier ruffed grouse and woodcock hunting opportunities in all 29 Wisconsin County Forests.

“Travelers continue to give Wisconsin high marks for its outdoor recreation opportunities, and hunting has been a long-standing tradition across the state,” said Tourism Secretary Stephanie Klett. “We are excited to once again support this marketing campaign, which further promotes Wisconsin as a top destination for hunting and outdoor recreation, all while creating a positive economic impact in multiple counties.”

The county forests collectively make up the largest public land ownership in Wisconsin of sustainably managed forests covering nearly 2.4 million acres. Approximately 100,000 hunters pursue the ruffed grouse and American woodcock species in these forests annually. This campaign aims to raise the profile of the excellent hunting opportunities offered on the land. The ruffed grouse hunting marketing campaign is expected to attract an additional 3,500 hunters to the region, generating an estimated \$313,500 in visitor spending in the area.

“This second JEM grant enables us to promote the availability of 18 premier ruffed grouse hunting areas, covering over 95,000 acres of forested habitat, to hunters from all across the country,” said Wisconsin County Forests Association Executive Director Jane Severt. “These county forests provide a great diversity of wildlife habitat including some of the best locations to hunt ruffed grouse and woodcock in the country. We look forward to encouraging more hunters and wildlife enthusiasts to visit Wisconsin and its unique County Forests.”

In 2017, the tourism economy in Wisconsin totaled \$20.6 billion, a 3.2 percent increase from 2016. Tourism activity supports 195,255 jobs in Wisconsin, a seven-year addition of more than 23,255 jobs to the state’s total employment, an increase of 13.5%. Visitors generated \$1.5 billion in state and local revenue.

Tom Lovlien

From: Jane Severt <wcfa@frontier.com>
Sent: Wednesday, July 18, 2018 12:51 PM
To: Adam Bontje; Adam Fischer; Al Mans; Andrew O'Krueg; Arnold Schlei; auggie@wirelesswisconsin.net; Bill Bialecki; Brian Loyd; Brown, Douglas E - DNR; Caleb Brown; Chad Ziegler; Charles Zenner; Chris Hoffman; Ed Wafle; Ed Wenger; Eric Holm; Eric Peterson; Erik Rantala; Frederick "Fritz" Schubert; G Sekela; Gary Zimmer; Greg Peterson; Greg Ryskey; henry@gltpa.org; Jake Walcisak; Jarred Macholl; Jason "Jake" Nichols; Jason Bodine; Jason Holmes; Jenifer Bratsch; Jeremiah Neitzel; Jeremiah Oftedah; Jeremy Koslowski; Jerome Wotachek; jlrlflash@aol.com; Jody Gindt; Joe Grapa; John Bilogan; John Cisek; John Gagnon; Jon Harris; Joshua Pedersen; Kevin Kleinschmidt; Mary Podnar; Matt Schultz; Mike Amman; Mike Dahlby; Mike Luedeke; Mike Peterson; Monty Brink; Nick Gilman; Norm Bickford; Pat Bruno; Patrick Smith; Paul Ehrfurth; Pete Villas; pschneider@ruskcountywi.us; Rick Dailey; Robert Ebner; Romaine Quinn; Steve Probst; Tom Lovlien; Tom Rudolph; Tom Thompson Jr; Zahasky,Jim
Subject: FW: Wisconsin County Forests Association receives \$2,025 tourism grant

FYI

Gary scheduled a media event for this grant presentation, the event took place at 10:30 a.m. this morning at the GLTPA building.

Thanks to Gary for all of his work on this project and thanks to all of the participating counties!

Still lost of summer to enjoy but fall is on its way.....



Jane F. Severt
Executive Director
Wisconsin County Forests Association
3243 Golf Course Rd
P.O. Box 70
Rhineland, WI 54501
715-282-5951
wcfa@frontier.com

From: Gary Zimmer [mailto:wcfa2@frontier.com]
Sent: Wednesday, July 18, 2018 12:10 PM
To: Kelley Patrick <info@vdc.design>
Cc: Jane Severt <wcfa@frontier.com>
Subject: Wisconsin County Forests Association receives \$2,025 tourism grant

Kelley,

Here's the press release on today's grant presentation for your posting.

Let me know if you need anything else.

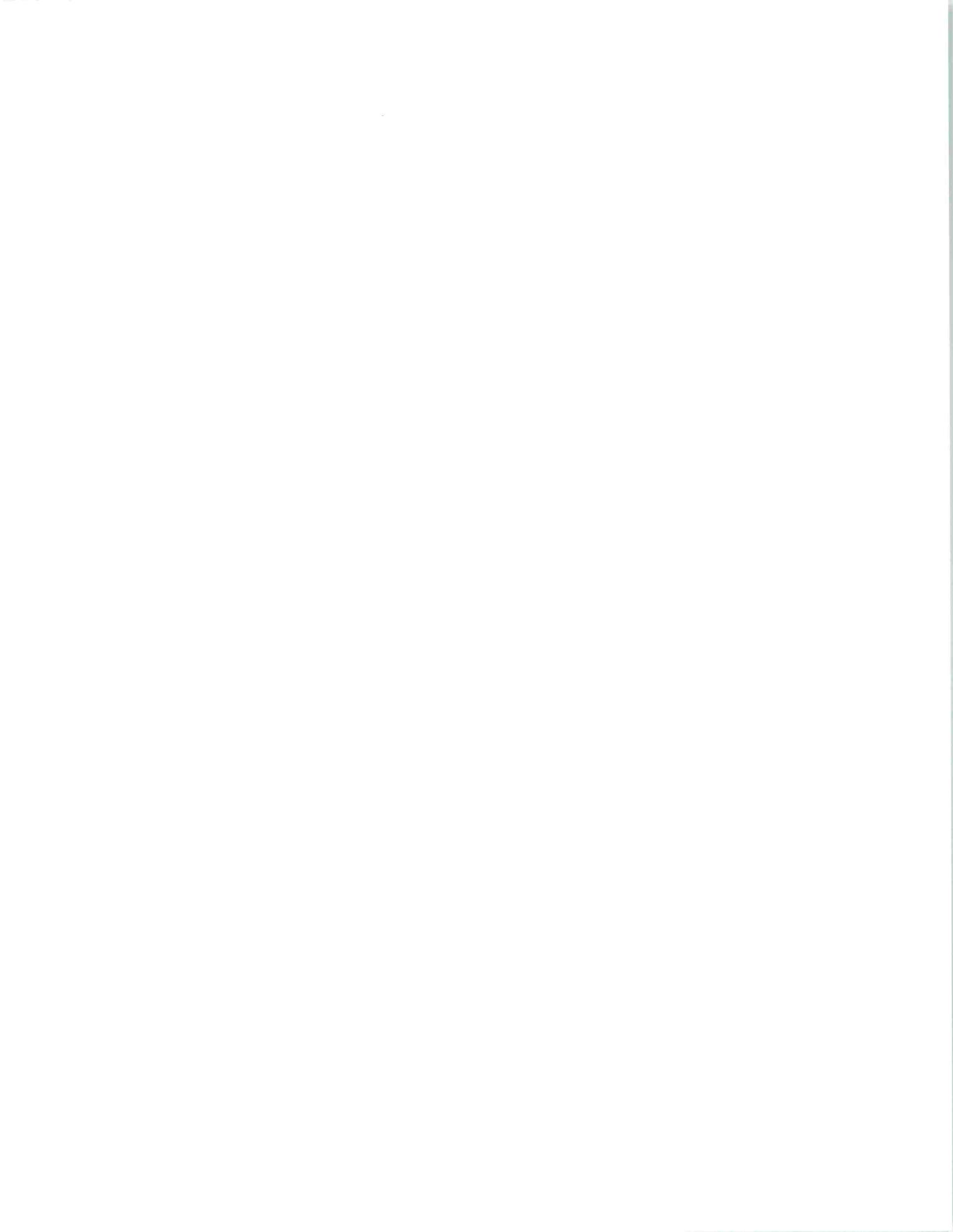
In fiscal 2017, the Department funded 61 JEM projects, awarding a total of more than \$1.1 million. Visitor expenditures driven by the marketing from these projects will exceed \$34 million. JEM grant funds are available to non-profit organizations for the promotion of Wisconsin tourism events and destinations. The state can fund up to 75 percent of a project's first-year advertising and marketing costs, and provide support for second- and third-year projects with decreasing amounts for funding until projects become self-sustaining. For information on the JEM Program and application materials, visit <http://industry.travelwisconsin.com>.

The mission of the Wisconsin Department of Tourism is to market the State as the Midwest's premier travel destination for fun by executing industry-leading marketing programs and establishing strategic partnerships. The Department plays a significant role in generating greater economic impact and jobs for Wisconsin. The portal for traveler information can be found at: www.travelwisconsin.com.

[PHOTO CAPTION: The Wisconsin Department of Tourism presents a \$2,025 JEM Grant to the Wisconsin County Forests Association (WCFA). From left: Representative Rob Swearingen (District 34), Wisconsin Department of Tourism Regional Tourism Specialist Jeff Anderson, WCFA Executive Director Jane Severt, WCFA Assistant Executive Director Gary Zimmer, and Senator Tom Tiffany (District 12).

###

Kristina LeVan | PR Coordinator | **Wisconsin Department of Tourism** | 608.266.0458 Office
201 West Washington Avenue PO Box 8690 Madison, WI 53708
Connect With Us | TravelWisconsin.com | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Pinterest](#) | [YouTube](#)



Initial Report

2017-2018 Nine Mile Winter Use Survey

June 26, 2018 1:26 PM CDT

Q1 - How often do you ski/snowshoe at Nine Mile?

#	Field	Choice Count
1	1st time	0
2	1 - 7 times per season	9
3	8 - 15 times per season	13
4	15+ times per season	40
		62

Showing Rows: 1 - 5 Of 5

#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	How often do you ski/snowshoe at Nine Mile?	2.00	4.00	3.50	0.74	0.54	62

Q2 - If this was your 1st time visiting Nine Mile, will you be returning?

#	Field	Choice Count
1	Yes	14
2	No	2
		16

Showing Rows: 1 - 3 Of 3

#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	If this was your 1st time visiting Nine Mile, will you be returning?	1.00	2.00	1.13	0.33	0.11	16

Q3 - Overall how satisfied were you with your skiing/snowshoeing experience?

#	Field	Choice Count
1	Very Satisfied	35
2	Satisfied	26
3	Dissatisfied	1
4	Very Dissatisfied	0
5	Don't Know	0
		62

Showing Rows: 1 - 6 Of 6

#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Overall how satisfied were you with your skiing/snowshoeing experience?	1.00	3.00	1.45	0.53	0.28	62

Q4 - How satisfied were you with your interactions with the Chalet Staff?

#	Field	Choice Count
1	Very Satisfied	47
2	Satisfied	12
3	Dissatisfied	0
4	Very Dissatisfied	0
5	Don't Know	3
		62

Showing Rows: 1 - 6 Of 6

#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	How satisfied were you with your interactions with the Chalet Staff?	1.00	5.00	1.39	0.90	0.82	62

Q5 - How satisfied were you with the conditions of the Chalet and Restrooms?

#	Field	Choice Count
1	Very Satisfied	38
2	Satisfied	17
3	Dissatisfied	5
4	Very Dissatisfied	0
5	Don't Know	2
		62

Showing Rows: 1 - 6 Of 6

#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	How satisfied were you with the conditions of the Chalet and Restrooms?	1.00	5.00	1.56	0.89	0.79	62

Q6 - Do you feel that the fees charged for skiing/snowshoeing are appropriate?

#	Field	Choice Count
1	Too High	4
2	About Right	52
3	Too Low	1
4	Don't Know	5
		62

Showing Rows: 1 - 5 Of 5

#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Do you feel that the fees charged for skiing/snowshoeing are appropriate?	1.00	4.00	2.94	0.59	0.35	62

Q7 - Would you recommend Nine Mile Winter Recreation Area to a friend or relative?

#	Field	Choice Count
1	Yes	63
2	No	0
3	Don't Know	0
		63

Showing Rows: 1 - 4 Of 4

#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Would you recommend Nine Mile Winter Recreation Area to a friend or relative?	1.00	1.00	1.00	0.00	0.00	63

Q8 - Comments

Comments

The Nordic ski trail grooming was very good, considering the lack of snow.

Would be willing to pay more for an improved experience- ability to make snow, longer trails, biathlon development, fat tire bike trails, better chalet

Thanks for the late season grooming! Wish we could buy more snow:)

Keep up the great grooming!

Being a Classical nordic skier, I just wish after a windy day there were not so many oak leaves in the classical tracks, not sure if more frequent grooming could help that issue or not; thanks.

Great job again this year, thanks.

The ski trails were not groomed as early as they could have been after we had enough snow. It took a long time to open the trails.

Need more private AND CLEAN areas for changing clothes. Changing in the dirty bathroom isn't nice at all.

Dirty bathrooms

I was disappointed that Nine Mile waited so long to open this year. We had some snow on the ground where rock skis could've been used, but we weren't allowed on the trails. We had to drive to other areas that had the same amount of snow as we did and they were open for skiing.

Appreciate willingness to re-open when snow fell in late season Good job groomers Thank you

We weren't able to ski once this year with our season pass.

I do wish for a bigger chalet. The traffic flow is greatly inefficient. In addition, there is never enough room for good flow or congregation of people during events. Has the Nordic Ski Club considered offering the free adult lessons on a night like Wednesday when Night Gliders aren't out there? I've missed all of them, because I can't coordinate my child's practice and getting a lesson at two different times on the same evening.

9 Mile is a fabulous place. The ski trail grooming at times is fabulous and sometimes poor. I would like to see good grooming whenever possible. When the grooming is poor I think the trail pass fee is too high. When the grooming is good the price is fair. I would like to see good grooming more consistently. The grooming at Minocqua Winter Park, ABR and Wolverine is a step above 9Mile even when 9Mile has enough snow.

Ski trails need to be groomed better and on a consistent basis.....

I have been a season pass holder for many years. Keep up the good work!

Keep up the great work!

The towel dispenser in men's room doesn't work well Some of the trail map signs are missing at junctions and don't get fixed Always like winter so I can get to ski at 9 mile

Great Job. Really appreciate the extra grooming at the end of the year. Thank you

Provide optional assistance for solo skiers/snowshoers, e.g. a voluntary check-in register where one goes and when due to return, in order to enable detection, if someone might need help.

Several times during the ski season the course wasn't groomed on a timely basis.

a season pass is high price if you dont make it often. if you go a lot its a great value. i own multiple businesses, if my bathrooms were like nine mile i wouldnt be in buisness. there is no reason the desk staff cannot go through and do a quick wipe down brush the toilets out a couple times a shift on buzy days and nights. i have to why does the county get a pass on this? when there are years of little to no snow the county makes out like a bandit with low costs. i accept this due to mother nature, but then dont tell us it isnt cost effective to do it through march when we have the snow to do it. as for the lat 30 plus years thank god you have the volunteers that do most of the work and keep this sport alive. it is a great place we have to ski minus a few items listed above .

We have a great facility..Great value for the money..grooming is so well done year after year

I think the groomers did a good job under difficult snow conditions this past season. They need to always be aware of the potential to kick up gravel, which can damage skis (which are often very expensive). I really enjoy the staff in the chalet. Overall, a very enjoyable XC ski season!

Grooming was 100% better this year Rolling instead of dragging in low snow amount keeps the conditions in better shape Groomers were extremely friendly and informative

Ladies room is usually stifling hot - seems like a waste of energy. Although I checked 'too high' for the fees, I don't mind at all supporting the excellent grooming and the staffing. (and I'd rather pay for the pass than be asked to do 'fund raising!') I do think the fees could be a deterrent for new skiers / anyone who does not know what is involved in trail maintenance. I did like the 1-day free pass that used to accompany the season pass - it was nice to take a new skier along. I appreciate the posting of when trails were groomed - with the icy conditions this year, it was important. I consistently tell people that Nine Mile is the PREMIER XC area in WI and if there are at least 3 flakes of snow, the grooming is meticulous. THANK YOU - Kris Ullmer krisullmer@gmail.com

Aside from the poor snow conditions and late start to the season I thought the 9 mile area was groomed and maintained the best that it could have been. No snow early season made me travel to other ski areas to train for the Birke.

I'd like to see more emphasis on snow shoeing, particularly the trails better marked and mapped.

Grooming better than 2016-7 . Thanks for reopening after late snowfall

The groomers make do with what Mother Nature provides them. I do wish that they would take a few minutes to refine and polish their technique though. They did have the misfortune of coming directly behind Andy Hoppe, who was so good he could probably groom a heavy frost. I do wish there was a little more signage to help the tourists navigate, and to especially keep them informed as to xc ski trail etiquette, like STOPPING to chat right in the tracks. And I do wish that there was more daily, direct communication between the groomers and the chalet staff as regarding current trail conditions. All in all, 9M is probably one of the best facilities in Central Wisconsin.

I have a suggestion. I would like to see signs telling people the shortest way back to the chalet at all the intersections. People who are not familiar with the trails can get disoriented. I have been one of those people. If someone were out on the course and became injured it would be good to have signage showing the shortest way back . I love the free ski lessons. I am grateful to all the people who volunteer their time to promote the sport. The people who work at the chalet are very helpful!

It was very nice that grooming was done at the end of the season with the late snowfall. Thanks!

My interactions with the Nine Mile staff have always been positive. I also have frequently observed the staff helping visitors with questions about the area as well as Nine Mile trails and maps. I believe the staff makes a good effort so that all feel welcome! Keep up the good work!

Having Andy as the staff person at Nine Mile has been very beneficial. He oversees everything and as a result there is much better communication about grooming, front counter staffing, and trail clean up. However, without all the volunteers offering lessons and doing other work at Nine Mile we wouldn't have such a fine program and facility. Two improvements I would like to see made are the following: Trails need to have names with them. Letters don't help me remember the trails and they don't add much interest to them either. I propose using names from nature that coincide with the letters so the maps don't have to be repainted but the signs could be more lively.... B could be Birch M could be Maple T could be Tamarack Also, an interior decorator could add so much ambiance to the sterile chalet. It's time to repaint the interior and then add some interest to it. Right now it's very utilitarian but not very inviting. Let's make it a welcoming and comfortable place. Certainly there must be someone who could recommend some improvements. For many years we have needed to have a vending machine there. What's happening with that plan? The exhibits and posters are inspiring and good to have on the walls. So.... you might have heard these ideas before, but I did take the time to tell you what suggestions I think would make a difference. Nine Mile could become a major attraction for the Wausau area, but we need to notch it up in several ways.

We especially were pleased with the grooming efforts to extend the ski season this year. The quality of the trail conditions improved this past year. Thanks for the dedication and effort to keep Nine Mile a midwest cross country ski destination.

Awesome trails and chalet! The groomer did a fantastic job keeping the trails skiable...especially when there was little snow to work with!

Grooming/snow conditions define the experience, last two years trail conditions have been excellent, even with lack of snow this early season

trails should have opened sooner, especially because snow was on the ground for a while and we were still not allowed

More consistent grooming is needed Especially the classical ski tracks

This season was the best we've experienced especially for skate skiing. It seems classical skiing is secondary. I do understand it takes more snow for classical skiing. However very pleased . Thank you so much!!

Would like to see family packages offered for snowshoeing only.

Showing Records: 1 - 41 Of 41

End of Report

Tom Lovlien

From: Cynthia Hassel
Sent: Wednesday, August 8, 2018 10:24 AM
To: Tom Lovlien
Subject: FW: Payment for Wausau24 events

From: Adam Schmidt [mailto:muddypawsracing@gmail.com]
Sent: Tuesday, August 7, 2018 9:36 PM
To: Dan Fiorenza <Dan.Fiorenza@co.marathon.wi.us>; Cynthia Hassel <Cynthia.Hassel@co.marathon.wi.us>
Subject: Payment for Wausau24 events

Cynthia,
I have mailed the per rider fee and firewood cost today.

we had 580 registered riders and 561 actual participants.

total for the payment is \$5411.20

Thanks for a great event weekend and all of the county support.

Please reserve the dates in 2019. July 25-28th for set up and event dates.

Adam Schmidt
Muddy Paws Racing

Tom Lovlien

From: Cynthia Hassel
Sent: Tuesday, June 12, 2018 2:38 PM
To: Dan Fiorenza; Tom Lovlien
Subject: Nine Mile WEMS race

June 9, 2018, WEMS race at Nine Mile

75 racers @ \$5.00 - \$375.00

59 racers @\$5.00 for trail pass - \$236.00

August 27, 2018

Marathon County Forestry/Recreation Committee:

Central Wisconsin Offroad Cycling Coalition (CWOCC) in partnership with Wausau Nordic Ski Club, would like to organize/direct a Winter Triathlon to be held at Nine Mile County Forest in conjunction with the Badger State Games (BSG) on Sunday January 27, 2019, the day following the BSG Ski races. It would be similar to the Forest Frenzy held in Boulder Junction last year where 52 athletes participated in this first time event including a 7.5K cross country ski (skate or classic) followed by a 5k snowshoe run and 7.5K fat tire bike ride. Our goal is to have 100 participants/teams registered in the first year. In building relationships between disciplines, we will also be generating interest to try new silent sport activities in our area. For instance, a few local cyclists participated in the Learn to Ski program and utilized the snowshoe trails last winter in preparation for the Forest Frenzy Winter Triathlon. With plenty of ski and snowshoe trails already groomed at Nine Mile County Forest, and bike trails available to groom for this special event, Marathon County could draw local athletes as well as athletes from throughout Wisconsin and neighboring states.

Badger State Games has already agreed to help support and promote the event, and if successful, could become an annual event, drawing in tourism dollars for the entire weekend.

We understand that Fat Tire biking will only be allowed during this special event and we will proactively enforce no riding/pre-riding at Nine Mile any other time between October 15th and May 1st, per the Nine Mile County Forest Event and Use Regulations, April, 2018.

Thank you for your consideration,

Rebecca Tuley
CWOCC Board of Directors

John Burke
President of Wausau Nordic Ski Club

REMAINING 2018 FALL EVENTS AT NINE MILE FOREST

1. Ragnar Trail Relay – September 21-22, 2018
2. Edgar Cross Country Trail Running Race – September 25, 2018
3. High School Bike Race – October 6-7, 2018
4. Edgar Cross Country Trail Running Race – October 11, 2018
5. DC Everest Cross Country Trail Running Race – October 13, 2018
6. Mountain Bike Season Closes – October 15, 2018
7. ATV Training – North Snowmobile Parking Lot – October 20, 2018