
Rusk County Forestry Department

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RUSK COUNTY LAND AND FORESTRY COMMITTEE

DATE: WEDNESDAY, NOVEMBER 15TH, 2023
PLACE: RUSK COUNTY GOVERNMENT CENTER MEETING ROOM
TIME: 3:00 PM

CALL TO ORDER

APPROVAL OF MINUTES – October 18th, 2023 and November 14th, 2023

PUBLIC COMMENT – limit of 3 minutes per person

MONTHLY REPORTS

1. Parks and Recreation Report
2. Timber Sales Report
3. Administrator's Report
4. Public Trail Committee Report

DISCUSSION AND POSSIBLE MOTION

1. Trail Recommendations
2. Timber Sale Contract Review
3. 3:30 PM Timber Sale Bid Opening
4. Access Permit
 - B. Roach
5. Murphy Pavilion Use
 - Ice Age Trail (11/4/2023, 5/15-5/19/2024, 10/2-10/6/2024)
6. Wisconsin County Forest Association Snowmobile Council Letter
7. **Closed Session** – Timber Sale Contract Extension and Closeouts

Chair announces closed session for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, WI Stats 19.85(1)(e).

Open Session – Possible Motion on Topic of Closed Session.

8. Out of County Travel

- BMP Monitoring – Clark County, 11/07/2023
 - J. Moore, D. Gravesen
- BMP Monitoring – Jackson County, Eau Claire County, Trempealeau County, 11/08/2023
 - J. Moore, D. Gravesen

9. Budget Review

10. Review and Approve Bills

11. Set the Next Meeting Date

12. Adjourn

Requests from persons with disabilities who need assistance to participate in this meeting should be made to the County Clerk's Office at 715-532-2100 with as much advance notice as possible. At any time, a quorum of a County Committee or of the County Board may be present at the meeting to observe the proceedings, but no action will be taken except by those Committee Members for the stated Committee meeting and only on noticed agenda items.

Rusk County Land and Forestry Committee

Meeting Minutes

October 18, 2023

CALL TO ORDER

The monthly meeting of the Rusk County Land and Forestry Committee was called to order at 2:59 p.m. Wednesday, October 18th, 2023.

Present from Land and Forestry Committee: Schneider, DuSell, Kalepp, Biller, P. Unterschuetz
Others Present: J. Macholl, H. Woldhuis, D. Gravesen, M. Zimmer, D. Jochimsen, A. Heath, LYNN Rosemeyer, D. Mansky, B. Grunseth, J. Waeltz, P. Zimmer, E. Webster, J. Wappenschmidt, Ross Ellwanger, T. Krizan, R. Hoyt, D. Duncan, H. Schudenbeck, D. Ewer

Approval of Minutes:

Motion by DuSell, and second by Kalepp to approve September 20th, 2023 meeting minutes with change as requested. Motion carried

Introduction of HR Director Lynn

Public Comment:

Concern regarding Wilson Meadow ATV Trail damage – email read from ATV Club President
Question regarding historical marker on Wilson Meadow ATV Trail
Request for confiscated bond funds for ATV trail maintenance
Weirgor Trail Bridge placement timeline
Request for cost analysis of Weirgor Trail expenses

Parks and Recreation Report:

Mike reported

- Turning the water off at all campgrounds
- Docks will be pulled next week with assistance from the Highway Department.
- Potential reroute of Bucks Lake Hill trail (new trail)
- Before freeze-up – maintenance is needed on Weirgor trail for gravel hauling and culverts

Timber Sale Report:

Dane reported

- Cumberland
- Roger Hoyt - Betty Lake, Firelane, 4-hill
- Strzok - DeJung, Betty Lake, County Line
 - Additional nine jobs with hauling and road work

Administrator Report:

Jerrad reported on the following:

- Highway removed waterbars of concern.
 - Should continue to work as needed
- DNR mowed on Lea Lake block
 - Grouse Management area
 - Utilized Elk habitat funding
- WCFA Fall Meeting

Rusk County Land and Forestry Committee
Meeting Minutes
October 18, 2023

- Forest Health Concerns
- Elk presentation
- International Forest Product Industry Markets
- Safety Inspection – State of WI
 - Zero violations received
- Anew – Carbon Credits
 - 1st year, 1M renewable Credits, 2.8M conservation credits
 - Payments issued as credits are sold
 - 2nd year reporting period ended in September.
Report being assembled.

Public Trail Committee Report:

reported on the following:

- Inspections by committee members
- Working with departments regarding trail concerns

DISCUSSION AND POSSIBLE MOTION

Accept Bids – Winter Hauling and Spreading Gravel on Weirgor ATV Trail – South Section, Phase II:

Results of 10/17/2023 Bid Opening:

Minocqua Grading - \$50,040.00

HAAS - \$60,152.00

Stout Construction - \$77,432.00

Trinity Grading & Excavating - \$94,140.00

Motion by P. Unterschuetz, second by Kalepp, to decline the bid from Minocqua grading due to past performance and accept the bid from Haas INC. Motion Carried

Trail Recommendations:

Reviewed trails as requested by the Public Lands Committee

Motion by P. Unterschuetz, second by Biller to open up trail segment BH1328 as presented. Motion Carried

Motion by P. Unterschuetz, second by Kalepp to open up trail segment BH1241 as presented to be monitored in a year due to concerns about UTV access. Motion Carried

Motion by Kalepp, second by Biller to open up trail segment BH451 as presented. Motion Carried

Concern addressed regarding downed trees on trails. ATV/UTV users are driving off the trail to avoid fallen trees.

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Timber Sale Contract Review:

H. Schudenbeck (America's Logger Council) presented the future outlook of timber sales, specifically the pulpwood market

Discussion regarding the lack of market for cut timber on County Forest Lands

Review Vehicle Ordinance:

J. Macholl discussed with the DNR Warden regarding trucks parked on a woods road would only be ticketed if a larger concern exists. Suggests a maximum distance a vehicle can park up on a woods road.

Pesticide Cabinet Purchase:

Discussed freight charges for the Pesticide Cabinet that was purchased in October.

Motion by DuSell, second by Schneider to approve overage of \$88.63 from Forestry Equipment Budget and forward to property committee. Motion Carried.

Access Permit – Private Land Language:

Updated changes to access permit language. Forest Administrator worked with Corporate Council on updates.

Motion by DuSell, Second by P. Unterschuetz to update Access Permits as presented. Motion Carried.

Pavilion Use – Imago Dei Academy:

Motion by DuSell, second by Schneider, to approve the donation of use of Murphy Flowage Pavilion. Motion Carried

Mileage Reimbursement Public Trails Committee:

Discussion regarding mileage that committee members are putting on their personal vehicles

Motion by P. Unterschuetz, second by Kalepp, to assemble a resolution and recommend mileage reimbursement for trail committee members and forward to Finance Committee. Motion Carried.

Wilson Meadow Trail – Bridge, Gravel:

D. Mansky discussed concerns regarding logging operations on ATV trail.
Concern approval of logger to go onto an ATV trail outside of frozen ground.

Weirgor ATV Trail – Gravel:

D. Mansky's concern regarding the lack of bond with a contractor for hauling gravel for the construction of the trail.

Timber Sale Prospectus:

Discussed proposed sales and bid opening procedure

Motion by Biller, second by Schneider to approve bid opening at 9 am and approvals by committee at 3 pm meeting. Motion Failed.

Rusk County Land and Forestry Committee
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Motion by Biller, second by Kalepp to close bids at 3:00 pm and open at 3:30 pm at Committee Meeting. Motion Carried.

Advertise for Timber Sales:

Motion by Biller, second by DuSell to advertise for Timber Sales. Motion Carried.

Motion by DuSell, Second by Kalepp to enter into closed session at 4:26 PM. All answered Yes.

Closed Session

The Committee Chair will entertain a motion to go into closed session pursuant to Wis. Stats. 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility in order to discuss public correspondence more appropriately discussed in closed session.

Present: Schneider, DuSell, Biller, P. Unterschuetz, Kalepp, J. Macholl, D. Gravesen, M.Zimmer, A. Heath, L. Rosemeyer, T. Krizan, R. Hoyt, H. Schudenbach, D. Ewer, H. Woldhuis

Motion by DuSell, Second by Kalepp to return to open session at 7:12 p.m.

No action was taken on the closed session.

Out-of-County Travel:

- Elk Advisory – Wausau, December 12th, 2023
 - J. Macholl

Motion by P. Unterschuetz, Second by Kalepp to approve out-of-county travel. Motion Carried.

Review and Approve Bills:

Motion by Biller, Second by DuSell, to approve the September AP report as presented. Motion carried.

ADJOURNMENT

The meeting adjourned at 7:15 p.m.

The next meeting will be Wednesday, November 15th, 2023, at 3:00 p.m. LEC Board Room.

Minutes prepared by:
Heidi Woldhuis, Forestry Department Office Manager

RUSK COUNTY TIMBER SALE CONTRACT

Contract No:

This contract is made by and between Rusk County by its committee on Land and Forestry, hereinafter called the Seller and , hereinafter called the Purchaser, for the purpose of cutting and removing timber, which includes all forest products, marked or designated by the Seller on the following described lands, herein after called premises:

T R Section

DESIGNATED AS SALE AREA ON PROPOSED TIMBER SALE MAP

Which are further described in attachments made a part of this Contract. This contract and all authority granted under it, as mutually agreed upon by the parties, is subject to the following terms and conditions:

1. Cutting of timber on the premises may start after execution of the contract, ~~and~~ submission of required bonds, certificates or statements ~~and onsite presale meeting with County Forestry Staff~~. The cutting of timber before execution of the contract, ~~and~~ submission of required bonds, certificates, or statements, ~~and onsite presale meeting with County Forestry Staff~~ shall constitute timber theft. Cutting and removing shall be conducted in a workman-like manner and with reasonable diligence to assure full compliance with this Contract within the Contract period. The Purchaser shall notify the Seller immediately upon completion. The signed contract and required bonds, certificates, or statements shall be returned to the County Forestry Department on or before _____ or this Contract shall be considered null and void, subject, further to the Seller's right to claim actual damages attributed to such a breach of the agreement, the Purchaser understanding that time is of the essence and that his or its failure to return the executed Contract in a timely fashion shall be considered as a breach.

The purchaser also agrees ~~to that he or it shall~~ notify the County Forestry Department when cutting begins and, additionally, ~~to that he or it shall~~ notify ~~said the Rusk County Forestry~~ Department at any time when cutting ceases for any period of two (2) or more weeks in succession.

All timber products marked or otherwise designated under this Contract to be cut shall be cut and skidded progressively to the satisfaction of the County Forestry Department, acting through its staff.

2. All work under this Contract shall be completed in the period commencing upon execution of it to no later than for time is of the essence. The Seller may temporarily suspend operations upon notice to the Purchaser with subsequent equitable adjustment of this Contract as deemed necessary by the Seller.
3. If extensions of this Contract are agreed upon by the parties, the stumpage prices indicated in clause 9 shall be adjusted as ~~follows:- determined by the Rusk County Forestry Committee~~.
 - A. Extensions: Considered only in extreme circumstances ~~once a contract reaches four (4) years of age~~.

NO RENEWALS WILL BE GRANTED GUARANTEED WHEN THE CONTRACT REACHES FOUR (4) YEARS OF AGE. THE CONTRACT WILL BE CLOSED OUT AND THE BOND CONFISCATED.

4. The Seller may terminate this Contract, on oral or written notice upon its breach as determined by the Seller or at the times when deemed necessary by the Seller.

Purchaser has deposited cash or provided a performance bond in the amount of \$. or has provided a letter of credit in the amount of 25% of the total estimated sale value of the timber to be cut to assure the complete performance of the contract subject to its terms and conditions. Purchaser agrees that upon breach of any terms or conditions of this contract, seller's damages cannot be calculated with accuracy or certainty, and thus, the seller is entitled to take the amount pledged above as liquidated damages in lieu of seeking recovery for actual damages which may be suffered by the seller. Purchaser agrees that upon breach of any terms or conditions of this contract, as determined by the seller, the amounts pledged above may be taken by the seller as liquidated damages unless the seller chooses to seek actual damages. Purchaser agrees that the amounts pledged above if taken, do not constitute a penalty for non-performance under this contract. Purchaser further agrees that such cash or bond shall not be returned unless and until the Seller determines the Contract has been fully completed by the Purchaser. The Seller shall have sixty (60) days from notice of completion from the purchaser to make such determination. The Purchaser also agrees that renewal of the letter of credit is required 30 days prior to the expiration date of it. Failure to renew the letter of credit 30 days prior to the expiration date will result in immediate timber sale expiration.

5. Purchaser agrees that if the timber identified under this Contract is resold upon a breach of it, the Seller is not obligated to give notice of resale to Purchaser.
6. Timber shall not be removed from the premises until paid for or guarantees for payment acceptable to the Seller are provided.
7. Title to timber cut under this Contract shall remain with the Seller until payment as indicated in clause ~~9~~ 8 is received by the Seller or written authorization is given by the Seller.
8. ~~A-~~The Purchaser agrees to pay stumpage payments indicated in sub-~~B~~ A in the form acceptable to the Seller for marked or designated timber cut or removed under this Contract. The volume of timber indicated is an estimate. The Seller does not give any guarantee or warranty respecting the quality, quantity or volume of the marked or designated timber on the premises.

A. Stumpage payment schedule: 25% (\$) of sale value due at the start of harvest.

<u>Species</u>	SPECIFICATIONS AGREED RATE PER <u>Estimated Volume</u>	<u>Bid Per Unit</u>	<u>Totals</u>
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Total estimated value:

All volumes are based on unpeeled measures. Unless otherwise specified, a cord is 4' X 4' X 100.

B. The purchaser agrees to pay double stumpage payments as liquidated damages for timber removed from the premises without advance payment or authorization as required in clause 7.

C. Purchaser agrees to make stumpage payment at the rate indicated in clause 9 B, for timber marked or designated on the premises which is destroyed or reduced in value as a result of the Purchaser's operation or negligence and that which is not removed on termination of this Contract.

D. Rusk County will charge **1.5%** interest compounded monthly on all past-due timber stumpage bills after 30 days.

OPERATIONAL SPECIFICATIONS

9. Cutting Requirements: **Refer to Map.**
10. Integrated Resource Requirements: Request from the Forestry office, if needed.
11. Cordwood: Utilize to a 4-inch top diameter inside bark.
Saw logs: Utilize to a 10 inch top diameter inside bark.
12. Maximum stump height shall not exceed stump diameter, and for stumps of diameter less than 10 inches, height shall not exceed 10 inches.
13. All and only the timber marked or designated for cutting on the premises shall be cut whether it be more or less than the volume listed herein.
14. Unmarked or undesignated trees damaged shall be paid for at double the stumpage rate specified in 9B of this Contract. Unmarked or undesignated trees cut shall be paid for at double the amount of damages suffered. Young growth bent or held down by felled trees shall be promptly released. Any forest products left unutilized in stumps or tops, or products left unskidded in the woods shall be paid for at double the stumpage rate specified in 9B of this Contract.
15. The Purchaser shall be responsible for remaining within the boundaries of the sale area and shall be liable for all trespass committed by the Purchaser outside of the sale boundaries.
16. The Purchaser agrees to complete all operations on each portion of the premises or each compartment as designated in the Cutting requirements before beginning in the next compartment unless agreed to otherwise by the Seller.
17. The Purchaser agrees not to commit any act of waste or nuisance upon the premises.
18. **Purchaser agrees to comply with special conditions as listed on the individual sale map under the special conditions section.**

NOTICE OF INTENT TO CUT

19. The Purchaser shall make a written declaration of his/her intention to cut forest products to the County Clerk pursuant to Section 26.03, Wisconsin Statutes.

SLASH AND DEBRIS DISPOSAL

20. The Purchaser agrees to comply with the State Slash Law, Section 26.12 (6) (7), Wisconsin Statutes, with requests regarding forest fire prevention changed or amended only in writing. The Purchaser shall notify the Surety, if any, of any such change or amendment.

~~Other slash disposal requirements are as follows: N/A~~

21. The Purchaser shall remove, to the satisfaction of the Seller, all solid waste, trash, and debris generated by the Purchaser.

ROAD, CAMPS, SURVEY CORNERS

22. Location, construction, and use of logging roads, and mill sites, ~~and campsites are subject to require~~ advance approval by the Seller. All such areas or facilities used or constructed by the Purchaser must be operated, maintained, and restored prior to termination of the contract in a manner satisfactory to the Seller. Purchaser shall repair damage to existing roads prior to release by the Seller of Purchaser's Performance Bond.
23. No residence, dwelling, permanent structure, or improvement shall be established or constructed on the premises.
24. 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 all unsightly debris at the time of construction.
25. 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. Payment of cost or repair shall not prevent enforcement or recourse to other statutory provisions which apply to such action or conduct of the Purchaser.

RUSK COUNTY FORESTRY BEST MANAGEMENT PRACTICES

26. Rusk County has adopted Wisconsin's Forestry Best Management Practice (BMP) for Water Quality into its policies for managing the county forest.
27. Rusk County reserves the right to stop operations if unreasonable, excessive, or avoidable damage occurs or will occur, the contractor may be held responsible to repair any or all damage.
28. The adoption of BMP guidelines may increase the cost of performing timber sales in Rusk County Forest. Contractors bidding on a timber sale must determine the additional costs of implementing the BMPs and then adjust their bid on the timber sale to reflect the additional costs.
29. BMPs may require permits for stream crossings, grading near a body of water, forestry activated in wetlands, and timber harvesting near water.
30. BMPs control the use and disposal of fuels, lubricants, and waste from motorized equipment on all timber sales. Spills must be handled according to the guidelines.
31. BMPs may require special operating conditions with Riparian Management Zones. Riparian Management Zones are land areas adjacent to streams and other water bodies.
32. BMPs will require additional effort in the location and construction of logging roads, skid trails, and landings. Road grades should not exceed 10% slope. If grades exceed 10% slope, drainage structures must be installed, along with the use of gravel, seeding, mulching, and other methods of soil stabilization. The closure of roads and trails will require practices to prevent soil erosion.
33. Log landings and loading areas must also be properly located, constructed, and closed to prevent soil erosion.
34. Operation in or near wetlands must comply with state laws and local zoning laws. Rutting or skidding in wet soils is not permitted.
35. Rusk County may change, suspend, or terminate any timber sale contract with no penalties to the county if any of the following occur:
 - a. Error in timber sale planning or design cause or may cause serious environmental damage or violate any County State or Federal law or regulations.
 - b. Any Forest Health issues arise that may cause serious damage to the Rusk County Forest. (i.e. Oak Wilt disease)
36. More detailed information is available at the county forestry office concerning what is expected of contractors operating on a Rusk County Forest timber sale.

Excessive Soil Disturbance Determinations

37. A soil disturbance is "excessive" if it has exceeded the threshold (see Table 1). An area with an excessive soil disturbance requires special attention from a timber sale administrator (if part of a timber sale) or from county forest staff (if part of the county forest road system). Excessive soil disturbances require special attention to evaluate the effect of the soil disturbance and to develop repair or mitigation recommendations. Classifying a soil disturbance as "excessive" does not mandate the closing of a timber sale or a forest road; however, actions should be taken, as appropriate, to minimize further soil disturbances.

Table 1. Interim thresholds for soil disturbances.

County Forest Infrastructure

Roads, Landings, Skid Trails, and General Harvest Area

Roads, Landings, and Primary Skid Trails

Secondary Skid Trails and General Harvest Area

Soil disturbances are excessive if:

- A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake
- In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.
- In an upland area (outside of RMZ), a gully or rut is 10 inches Deep or more and 66 feet long or more.
- Gully or rut is 6 inches deep or more and 100 feet long or more.

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.

Definitions and Terms

A gully is an erosion channel cut into the soil along a line of water flow.

A rut is an elongated depression caused by dragging logs or by wheels or tracks of harvesting machinery, equipment or other vehicles. Ruts are often exacerbated by erosion from uncontrolled stormwater runoff.

A primary skid trail is used for three or more passes.

A secondary skid trail is used for one or two passes.

TRAINING REQUIREMENT

38. The Purchaser shall ensure that at least one in-woods person actively engaged in the performance of this contract and responsible for the logging site complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website: <http://fistausa.org/content/how-become-sfi-trained> 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 the sale.

LIABILITY

39. The Purchaser agrees to protect, indemnify and save harmless the Seller from and against any and all causes of action, claims, demands, suits, liability, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations or in connection with any action or omission of the Purchaser, who shall defend the Seller in any such cause of action or claim.

I AGREE WITH THE TERMS AND CONDITIONS OF THE ABOVE PARAGRAPH:

SIGNATURE

INDEPENDENT CONTRACTOR RELATIONSHIP

40. Unless otherwise required in writing by the Seller, the Purchaser, prior to any performance under the Contract, shall provide the Seller with the certificate of insurance, naming Rusk County as a named insured, indicating that adequate liability insurance coverage, in light of the standards within the industry, is provided. Such certificate shall further include the condition that the insurer shall notify the Seller at the Rusk County Forestry Department within five (5) days of any change in its terms or twenty (20) days prior to its termination.
41. In connection with the performance of work under the contract, the Purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, or developmental disability as defined in s. 51.05 (5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off or termination; pay rates or other forms of compensation; and selection for training, including apprenticeship. The Purchaser further agrees to take affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Purchaser setting forth the provisions of this nondiscrimination clause.

42. The Purchaser is an independent contractor and not an employee or agent of the Seller for any purpose including Workers Compensation.

DISPUTES, ASSIGNMENTS, AND CHANGES

43. Disputes regarding quality and quantity may be settled by arbitration in accordance with Chapter 788, Wis. Stats., If the party alleging such a dispute notifies the other party in writing thereof within ten (10) days after the party became aware of, or reasonably could have been aware of such dispute.
44. Cutting under this Contract cannot be assigned or subcontracted in part or in whole without prior written approval from the Seller and may be changed or amended only in writing. The Purchaser shall notify the Surety, if any, of such change or amendment.

CONTRACTING PARTIES

45. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, representatives, successors, heirs, members, and servants.
46. If the Purchaser ceases to exist, in fact, or by law, the Seller may immediately terminate this Contract and, without waving any remedies available to it, perform the Contract.

SCALING AND CONVERSION FACTORS

47. The Seller may inspect trucks hauling forest products from the premises and check sales at any time.
48. When peeled cordwood is measured, it is agreed that 12.5% will be added to the sap peeled volume, and 25% to the machine peeled volume to compute the equivalent unpeeled volume.
49. The Scribner Decimal C Log Rule shall be used for scaling logs.
50. Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.44 Cords for softwoods and 2.35 cords per MBF for hardwoods.
51. Cordwood weight conversion factors: The pounds per cord factors by species to be used will come from the WDNR Timber Sale Handbook 2461. Mixed Hardwood will be converted at 4800 lbs. per cord.
52. All saw logs shall be separated from pulpwood when piled.
53. Ticket books shall be issued when the Contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the Contract.
54. Lock Boxes shall be placed on the premises by the Seller.
55. The Purchaser shall provide the Seller with a list of all destinations of timber to be removed from the premises prior to hauling to the destination. Changes in timber destination shall be reported before hauling to the new destination.
56. The Purchaser agrees to request from the mill that the second portion of the haul permit be returned to the Seller by the mill unless other arrangements are made with the Seller. Further, the Purchaser shall notify the Seller if the mill refuses to provide the second portion of the haul permit to the Seller.
57. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lockbox.
58. Failure to deposit tickets in the lockbox each time a load of cut timber leaves the sale area will be considered a breach of contract. The Purchaser agrees to pay double the mill rate, as liquidated damages, for such removed timber.
59. Tickets are issued for the Contract specified on the cover of the ticket book and may not be used for any other Contract.
60. When transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the Ticket applicable to the load.
61. A list of all truckers that will be hauling wood from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
62. The Seller may check scale and scale tickets at any time.
63. Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the wood is scaled and attached to a Duplicate copy of the scale slip. Both shall be returned to the Seller.
64. Rail Car Shipment to a Mill: The appropriate portion of the ticket shall be attached to the bill of lading for the car. At the mill, the ticket shall be attached to a copy of the scale slip, and then immediately returned to the Seller.

- 65. At least 5 MBF (Thousand Board Feet) of sawlogs will be skidded and yarded before a scale is requested.
- 66. Logs shall be yarded for scaling. If logs are decked, small ends of logs shall be piled all one way, and the log length shall be marked on the small end with a lumber crayon. Decks shall be no higher than six (6) feet.
- 67. All logs shall remain on the premises until scaled.
- 68. All pieces which scale 30 board feet or more, net Scribner scale, and are 50% or more sound must be paid for at the MBF rate. Pieces that scale less than 30 board feet and pieces less than 50% sound must be paid for at the cord rate.
- 69. After scaling, or in the event of multiple scaling under this contract, after each scaling, payment for all timber scaled shall be made to the Seller at the office of the County Forestry Department, Rusk County Courthouse, Ladysmith, WI within 10 days of said scaling. There shall be no exceptions to this requirement, and time is of the essence as to all payments required under this contract. Rusk County will charge 1.5% interest compounded monthly on all past-due timber stumpage bills after 30 days.
- 70. Hand scale at the landing of any and all products may be conducted at any time by the Seller at the Seller's discretion.

~~71. Other Conditions: (If none, write none):~~
NONE

SELLER:

BY _____ DATE SIGNED _____
Rusk County Forest Administrator

BY _____ DATE SIGNED _____
Rusk County Clerk

BY _____ DATE SIGNED _____
Rusk County Board Chairperson

PURCHASER:

BY _____ DATE SIGNED _____

Rusk County Forestry Department

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jmacholl@ruskcountywi.us

November 15, 2023

James Edming, Representative, Assembly District 87
Cory Tomczyk, Senator, District 29

Dear Representative Edming and Senator Tomczyk,

The Forestry Committee of the Rusk County Board is respectfully requesting that you take action regarding recent issues with the Governor's Snowmobile Recreation Council. These issues and misconduct are thoroughly outlined in the included letter from the Wisconsin County Forests Association (WCFA) which was sent to Governor Evers and Secretary Payne of the Department of Natural Resources in October.

Snowmobiling is an important part of winter recreation and is a critical component of the winter economy in Rusk County. This is also true for the entire state of Wisconsin and therefore, the responsible and professional management of the statewide snowmobile program should not be undermined.

I ask that you please read the enclosed letter from WCFA carefully and take action to assist the Governor and the DNR in resolving the issues and find a stronger path forward, for the good of Rusk County and all of Wisconsin. If you wish to discuss this issue in greater detail, please contact my office.

Sincerely,

Jerrad D. Macholl
County Forest Administrator
Rusk County Forestry Department
311 Miner Ave. East
Ladysmith WI, 54848
(715) 532-2113

Encl. Wisconsin County Forests Association letter to Governor Evers and DNR Secretary Payne

Wisconsin County Forests Association

Joe Waichulis
President
Clark County

Phil Schneider
Vice President
Rusk County

Bill Bialecki
Treasurer
Lincoln County

Norman Bickford
Director
Burnett County

Myron Brooks
Director
Taylor County

Ed Kelley
Director
Florence County

Bill Schradle
Director
Barron County

Rick Seefeldt
Director
Marathon County

Hank Novak
Director
Marinette County

Hank Graber
Director
Washburn County

Lolita Olson
Director
Washburn County

Michael Luedeke
Director-at-Large
Spooner, WI

Jeff Barkley
Director-at-Large
Madison, WI

Henry Schienebeck
Director-at-Large
Rhineland, WI

Rebekah Luedtke
Executive Director

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Merrill, WI 54452
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rebekah@wisconsin
countyforests.com

October 24 2023

Honorable Tony Evers, Governor of Wisconsin
Adam Payne, Secretary-Designee, Department of Natural Resources

RE: Misconduct of the Governor's Snowmobile Recreation Council

Dear Governor Evers and DNR Secretary Payne;

The Wisconsin County Forests Association (WCFA) is respectfully requesting your attention and corrective action concerning the Governor's Snowmobile Recreation Council's ongoing lack of professional conduct and recent issues not following state statute when approving grant applications for state funding.

WCFA represents the forestry interests of the 30 counties in Wisconsin with lands enrolled under Wisconsin's County Forest Law (§28.10 & §28.11). Our member counties collectively manage over 2.4 million acres in Wisconsin, making them the largest public ownership in the State. The counties' partnership with the Governor's Snowmobile Recreation Council, along with numerous snowmobile clubs and the Department of Natural Resources (DNR), is critical to their success in providing the citizens and visitors of Wisconsin a quality experience when riding over 8,400 miles of snowmobile trails located on county forest lands, as well as those trails managed by the counties under cooperative agreements with other landowners including the State of Wisconsin and the United States Forest Service.

After the most recent Council meeting on August 30th, there are continued concerns in how the Council is proceeding with the review of grant applications and overall conduct and management of council business. It has become evident this Council has evolved into an entity with approval authority rather than being a body who recommends, as outlined in WI § 350.14 and their own bylaws. It's clear that certain members of the Council do not approach Council business with affected stakeholders and the consideration of grant applications with good intent but rather with animosity and ill will.

During the August 30th meeting, the following items were observed and should be cause for concern:

1. The Council violated state statute by not following the priority listing when considering grant applications for funding without giving sufficient reasoning. WI § 23.09(26)(c) states: *Distribution of snowmobile trail funds shall be made on the basis of a priority system according to the following priority-ranked purposes:*
 1. Maintenance of existing approved trails.
 2. Club signing program.
 3. Major bridge reconstruction or rehabilitation.
 4. Route signing program.
 5. Trail rehabilitation.
 6. Development of new trails.

Wisconsin County Forests Association

Given these priorities, bridge reconstruction and rehabilitation projects **shall** be funded prior to any new projects for trails or bridges. Several counties were asked on the spot to voluntarily prioritize bridge rehabilitation projects. The Council was not honest or forthcoming in why the request was being asked of those counties and this approach put the counties in an awkward spot and felt pressured to be accommodating. It later became clear several bridge reconstruction and rehabilitation projects were bypassed in an effort to save funding for one specific new bridge project which was put forward by Sauk County further in the applications and down in the priority list. We feel the reasoning given for not funding reconstruction and rehabilitation projects was extremely insufficient and the Council failed to follow state statute. Comments were made by both DNR staff and Council members that certain bridge projects did not meet the definition or criteria of “major” but no such definition or criteria exists.

2. Sam Landes, who is a current member of the Council, presented the new bridge application for Sauk County and advocated for it. As a Council member, this is a clear conflict of interest as per WI §19.46. Mr. Landes should have recused himself and gone on record as abstaining from voting on the project. It should be noted there were 2 individuals from Sauk County in the room that could have presented the project.
3. Furthermore, the Sauk County application was incomplete and should not been considered for funding in the first place, as it did not provide two cost estimates, which the Council has been extremely adamant about. The application included only one cost estimate from an engineer which, according to the DNR’s application checklist, does not qualify.
4. The Sauk County application was also listed in the “mandatory trail relocation” category, which is covered under #6 of the priority list. As mentioned above in #1, many bridge reconstruction and rehabilitation projects were skipped or bypassed in order to set aside funds for the “development of new trails” category.

It was evident the new bridge project in Sauk County was a pet project for at least one, if not multiple, Council members and that strategical discussions about said project had occurred outside the formal Council meeting. We feel the Snowmobile Recreation Council is acting outside their authority, which is set in WI § 350.14. Additionally, the question should be asked if a snowmobile bridge in Sauk County is the best use of state funding when they receive minimal snow each winter sufficient for snowmobiling. Many of the projects that were asked to be voluntarily withdrawn are in Counties who have open trails for the majority of the winter months and therefore would be utilized by significantly more trail users annually.

Furthermore, we feel the entire snowmobile grant program needs a complete overall and should be re-evaluated from top to bottom. We are requesting the DNR pull together an advisory committee of interested and affected stakeholders to reconsider how the program is constructed and operates, as well as to strongly consider these additional requests:

1. Adopt a formal council membership which provides a sufficient cross section of all stakeholders and interested parties from across the primary regions of Wisconsin. Examples of entities which could be represented include trail managers, club members, trail users, law enforcement, tourism, transportation, industry, non-profit associations, DNR legal services, etc. WCFA is ready to put forth an applicant to sit on the Council and represent the county forests and our Association.

Wisconsin County Forests Association

2. Empower DNR staff, liaisons and leadership to enforce State of Wisconsin statutes and correct councils if and when necessary.
3. Reinforce to the Councils that the Department of Natural Resources is the authority on all decisions and has final say.
4. Require State ethics training, including conflict of interest, for all councils. Ethics training is required of certain councils already.
5. Request DNR legal services review and clarify council authority, bylaws, procedures and the obligations of council members under WI §19, specifically §19.45 – Standards of conduct, state public officials and §19.46 – Conflict of interest prohibited. DNR legal services should also review and reinforce who has final say in grant funding and approvals.
6. Develop a better strategy and guidance on how to deal with requests for storm damage funding. Emergency or storm damage grants should be accepted and executed by the DNR only.
7. The Snowmobile Recreation and Off-Road Vehicle Councils should be consistent where they are equal. There are currently several inconsistencies in how the two councils deal with issues.
8. The DNR should publicly advertise when Council seats are expiring and applications are being accepted.
9. Adopt ground rules into operational guidelines or by-laws regarding how to act in an appropriate and professional manner.

In addition, previous disparaging comments made by some Council members against the Counties during other meetings are disappointing and unbecoming of a Governor's Council. The most recent actions and misconduct of the Council is undermining the credibility and validity of the Governor's councils. Given the current issues with the Snowmobile Recreation Council, the snowmobile program may be better served by direct administration under the DNR, rather than with citizen advisory council oversight.

Lastly, enclosed is a resolution from the Wisconsin County Forests Association Board of Directors, approved September 26th, which supports requesting corrective action be taken by the Governor and the DNR. We would greatly appreciate your attention to this matter and your consideration of our requests. If you wish to discuss this matter further, please do not hesitate to contact our office.

Sincerely,



Rebekah Luedtke
Executive Director
Wisconsin County Forests Association

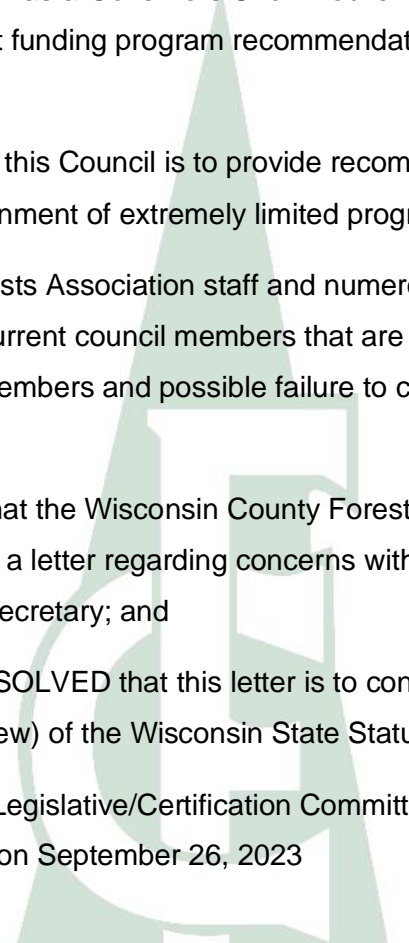
Enclosed: WCFA Board of Directors Resolution 03-23

cc: Ann Kipper, Administrator, External Services Division, Department of Natural Resources
Senator Romaine Quinn, Chair of Senate Committee on Housing, Rural Issues and Forestry
Representative Jeff Mursau, Chair of Assembly Committee Forestry, Parks and Outdoor Recreation

WISCONSIN COUNTY FORESTS ASSOCIATION

CONCERNS WITH STATE SNOWMOBILE RECREATION COUNCIL ACTIONS

Resolution 03-23

- 1 WHEREAS, The State of Wisconsin has a Governors Snowmobile Recreation Council, with citizen
2 members, making snowmobile grant funding program recommendations to the Department of Natural
3 Resources; and
- 4 WHEREAS, The primary function of this Council is to provide recommendations on County snowmobile
5 program grant requests in an environment of extremely limited program funds; and
- 6 WHEREAS, Wisconsin County Forests Association staff and numerous County Forest Administrators
7 have noted numerous issues with current council members that are concerning, in particular potential
8 conflict of interest among Council members and possible failure to comply with statute, code and
9 Council guidelines
- 10 THEREFORE BE IT RESOLVED, that the Wisconsin County Forests Association directs their
11 Executive Director to draft and send a letter regarding concerns with the Snowmobile Recreation
12 Council to the Governor and DNR Secretary; and
- 13 THEREFORE BE IT FURTHER RESOLVED that this letter is to contain references to Chapter 227
14 (Administrative Procedure and Review) of the Wisconsin State Statutes.
- 15 Recommended for adoption by the Legislative/Certification Committee on September 12, 2023 and
16 presented to the Board of Directors on September 26, 2023
- 17 Approved September 26, 2023
- 
- The logo of the Wisconsin County Forests Association is a large, light green graphic centered on the page. It features a stylized evergreen tree with a white outline, set against a white background. The tree's trunk is a thick, white vertical bar that tapers slightly at the top and bottom. The branches are represented by several white, angular shapes that radiate from the trunk, creating a silhouette of a coniferous tree. The entire logo is semi-transparent, allowing the text of the resolution to be seen through it.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL account = "10052"-10054","10060"-10062","204"-206","10024450","1008056114000"-1008056114999","1005955201000"-1005955201999","10081"-10083","10085"-10089"

Invoice Detail.Created date = 10/12/2023-11/07/2023

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AMAZON.COM	5384209	(6) SAFETY GEAR HARD HAT LINER	09/26/2023	62.88	100-61-56111-349 FORESTRY-WORKING SUPP
AMAZON.COM	5384209	DISCOUNT	09/26/2023	.63-	100-61-56111-349 FORESTRY-WORKING SUPP
AMAZON.COM	6809025	PENDAFLEX FILE FOLDERS	10/04/2023	15.93	100-61-56111-319 FORESTRY-OFFICE SUPPLIE
AMAZON.COM	6809025	DISCOUNT	10/04/2023	.16-	100-61-56111-319 FORESTRY-OFFICE SUPPLIE
FLAT CREEK INN AND SUITES	18960	LODGING FOR WCFA MEETING	09/28/2023	180.00	100-61-56111-339 FORESTRY-CONVENTIONS/
FLAT CREEK INN AND SUITES	19014	LODGING FOR WCFA CONFRENCE	09/28/2023	90.00	100-61-56111-339 FORESTRY-CONVENTIONS/
FLAT CREEK INN AND SUITES	19015	LODGING WCFA CONFENCE	09/28/2023	90.00	100-61-56111-339 FORESTRY-CONVENTIONS/
FORESTRY SUPPLIERS INC	468830	SPENCER SCALER	10/24/2023	19.25	100-61-56111-349 FORESTRY-WORKING SUPP
FORESTRY SUPPLIERS INC	468830	(2) RECTANGULAR PRISM 10BAF	10/24/2023	89.50	100-61-56111-349 FORESTRY-WORKING SUPP
FORESTRY SUPPLIERS INC	468830	(6) SAFETY ORANGE VEST	10/24/2023	297.00	100-61-56111-349 FORESTRY-WORKING SUPP
FORESTRY SUPPLIERS INC	468830	(2) LOGGERS TAPE	10/24/2023	127.00	100-61-56111-349 FORESTRY-WORKING SUPP
FORESTRY SUPPLIERS INC	468830	SHIPPING	10/24/2023	31.10	100-61-56111-349 FORESTRY-WORKING SUPP
JUMP RIVER ELEC COOP INC	17501001 1001	08/31/2023-10/01/2023 ACCT 17501001 MTHLY CHG	10/05/2023	169.76	100-52-55201-229 PARKS & REC - UTILITIES
JUMP RIVER ELEC COOP INC	17501005 1001	09/01/2023 - 10/01/2023 ACCT17501005 MTHLY CHG	10/05/2023	48.44	100-52-55201-229 PARKS & REC - UTILITIES
JUMP RIVER ELEC COOP INC	17501006 10/0	08/31/2023-10/01/2023 ACCT 17501006 MTHLY CHG	10/05/2023	114.15	100-52-55201-229 PARKS & REC - UTILITIES
JUMP RIVER ELEC COOP INC	17501008 10/0	08/31/2023-10/01/2023 ACCT 17501008 MTHLY CHG	10/05/2023	206.06	100-52-55201-229 PARKS & REC - UTILITIES
JUMP RIVER ELEC COOP INC	17501009 10/0	08/31/2023-10/01/2023 ACCT 17501009 MTHLY CHG	10/05/2023	166.99	100-52-55201-229 PARKS & REC - UTILITIES
JUMP RIVER ELEC COOP INC	17501010 10/0	09/01/2023-10/01/2023 ACCT 17501010 MTHLY CHG	10/05/2023	60.22	100-52-55201-229 PARKS & REC - UTILITIES
LADYSMITH ACE HARDWARE	10931/3	PAINT, PLEXI GLASS, HORET SPRAY	08/02/2023	198.16	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	D11678/3	PAINT ROLLER, EXTENSION POLE	08/04/2023	28.77	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	D27192/3	PLASTIC ANCHORS, HONDA SWITCH	09/08/2023	19.41	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	D29049/3	TRAILER HITCH PIN	09/13/2023	4.31	100-61-56111-249 FORESTRY - REPAIRS
LADYSMITH ACE HARDWARE	D31561/3	BREAKER REPLACEMENT	09/19/2023	8.99	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	I20508/1	PVC PIPE	10/12/2023	18.71	204-61-56121-348 SAFOREST-TIMBER SALE E
LADYSMITH ACE HARDWARE	I22498/1	ANTIFREEZE	10/17/2023	119.00	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	I22609/1	NITRATE GLOVES	10/17/2023	16.19	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	I22609/1	ANITFREEZE	10/17/2023	21.00	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	X96650/3	EPOXY, BREAKER	09/13/2023	25.17	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	X98792/3	HEX BUSHING	09/26/2023	4.49	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	X98824/3	RETURN HEX BUSHING	09/26/2023	4.49-	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH ACE HARDWARE	X98824/3	BIBB HOSE 3/4" THRD	09/26/2023	20.69	100-52-55201-249 PARKS & REC-MAINTENANC
LADYSMITH NEWS	16554	ADVERTISE TO BID GRAT ATV4320	10/12/2023	130.50	204-62-56122-817 ATV-4320 WEIRGOR TRAIL
LAMPERT LUMBER	1932264 08022	(19) QUIKRETE	08/02/2023	110.01	100-52-55201-249 PARKS & REC-MAINTENANC
POINT & PAY LLC	9669 10232023	SEPTEMBER 2023 (92) CAMPSITE FEES	10/23/2023	245.00	100-52-55201-290 PARKS & REC-POINT & PAY

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
RASSBACH COMMUNICATIONS	7462	MONTHLY NETWORK REPEATER OCTOBER 2023	10/02/2023	117.25	100-61-56111-225 FORESTRY-COMMUNICATIO
RASSBACH COMMUNICATIONS	7462	CALLBOX DISPATCH RADIO	10/02/2023	33.50	100-52-55201-225 PARKS - COMMUNICATIONS
REPUBLIC SERVICES #930	093000126127	OCTOBER 2023 FORESTRY SHOP	09/25/2023	53.36	100-61-56111-216 FORESTRY- CONTRACT SER
REPUBLIC SERVICES #930	093000126127	OCTOBER 2023 CAMPGROUND	09/25/2023	601.54	100-52-55201-216 PARKS & REC-CONTRACTE
RUSK RIDERS ATV CLUB	10172023	GRANT ATV 4638 MAINTENANCE	10/17/2023	10,099.50	204-62-56122-366 ATV-TRAIL MAINTENANCE
RUSK RIDERS ATV CLUB	10272023	GRANT ATV-4638 REIMBURSEMENT	10/27/2023	4,375.00	204-62-56122-366 ATV-TRAIL MAINTENANCE
VERIZON WIRELESS	9946083338	09/05/23-10/04/23 ACCT 983216421-00001	10/04/2023	45.46	100-61-56111-225 FORESTRY-COMMUNICATIO
WALLY'S SAW & GUN	71346	T-CABLE	10/07/2023	14.99	100-52-55201-249 PARKS & REC-MAINTENANC
WALMART	328300195968	(3) TOTE BOXES	10/10/2023	35.94	100-61-56111-349 FORESTRY-WORKING SUPP
WE ENERGIES	4760835289	09/02/23-10/01/23 ACCT 0717772340-00001 MTHLY CHRGS 47580	10/05/2023	9.90	100-61-56111-229 FORESTRY- SHOP/ UTILITIE
WI COUNTY FORESTS ASSOC	2023-208	(4) FALL WCFA MEETING ATTENDANCE	10/11/2023	300.00	100-61-56111-339 FORESTRY-CONVENTIONS/
WI DEPT OF NATURAL RESOURCES	WS2ST301063	TEMP BRIDGE WATER PERMIT	08/31/2023	303.00	204-61-56121-348 SAFOREST-TIMBER SALE E
WI DEPT OF NATURAL RESOURCES	WS2ST301063	CONVENIENCE FEE	08/31/2023	7.58	204-61-56121-348 SAFOREST-TIMBER SALE E
XCEL ENERGY	841949599	07/24/23-08/22/23 ACCT 52-6357804-3 MTHLY CHGS	08/23/2023	160.75	100-52-55201-229 PARKS & REC - UTILITIES
Grand Totals:				<u>18,891.17</u>	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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We, the undersigned committee, have reviewed and approve the attached list of invoices and purchasing card statement(s).

Phil Schneider - Chair

Date

Terry DuSell - Vice Chair

John Kalepp

Jerry Biller

Phil Unterschuetz
