

AGENDA

Eau Claire County

- Joint Meeting of Committee on Parks & Forest and the Land Stewardship Sub-Committee •
Monday, January 10, 2022 at **5:00 p.m.**
Virtual Meeting

Web Access Link:

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m5c6f35a867139fe82c40073682119bf5>

Password: TvXWj8J8YJ3

By Phone:

Dial In: 1-415-655-0001 Access Code: 2592 819 3913

For those wishing to make public comment, you must e-mail Josh Pedersen at Josh.Pedersen@co.eau-claire.wi.us at least 30 minutes prior to the start of the meeting. You will be called on during the public session to make your comments. Public comments are limited to 3 minutes per person and 30 minutes maximum for the public comment period.

1. Call to Order of Committee on Parks & Forest and Confirmation of Meeting Notice
2. Call to Order of the Land Stewardship Sub-Committee and Confirmation of Meeting Notice
3. Roll Call
4. Public Comment
5. Resolution to apply for County Forest Loan and Knowles Nelson Stewardship Grant Funding – **Discussion/Action**
6. Adjournment of the Land Stewardship Sub-Committee
7. Review/Approval of Committee Minutes - **Discussion/Action**
 - a. December 13, 2021
8. Presentation by Lake Altoona District Chairperson, Michele Skinner RE: Updates about what the Lake Altoona District has going on in 2022 – **Information/Discussion**
9. File No. 21-22/085: Authorizing a Countywide Advisory Referendum on Clean Water Now for Wisconsin – **Discussion/Action**
10. Timber sale 1807 bond forfeiture request – **Discussion/Action**
11. Eau Claire County 2022 Emergency Fire Warden approval – **Discussion/Action**
12. Director's Report – **Information/Discussion**

Prepared by Samantha Kraegenbrink – Administration

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710 (FAX) 8391669 or (TDD) 8394735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703.

13. Future Committee Meetings and Items for Discussion
Next Meeting – February 14, 2022, at 5 p.m.

14. Adjourn

Prepared by Samantha Kraegenbrink – Administration

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MINUTES

Eau Claire County

• Committee on Parks & Forest •

Monday, December 13, 2021

5:00 p.m.

Virtual Meeting

Members: Kevin Stelljes, Joe Knight, Missy Christopherson, Gary Gibson, Tami Schraufnagel

Others Present: Josh Pedersen – Director (Committee Clerk), Jody Gindt – Supervisor, Kyle Johnson – DNR County Forest Liaison, Jacob Tumm – EC County Forester, Erika Gullerud – Finance Analyst, Kathryn Schauf – County Administrator, Ex Officio Member Nick Smiar

Chair Stelljes called the meeting to order at 5:00 p.m. and confirmed public posting of the meeting.

Verbal roll call was taken by the committee clerk and is noted above under present.

No members of the public were present.

The committee reviewed the minutes from the November 8, 2021, meeting. Supervisor Schraufnagel moved to approve the minutes as presented. The minutes passed unanimously.

Ordinance 21-22.079 was presented by Josh Pedersen, Parks and Forest Director. The ordinance would require a camper to leave all county properties for seven nights, after camping for fourteen consecutive nights. Missy Christopherson motioned to approve Ordinance 21-22.079 as presented. All in favor, none opposed.

Discussion on electric bikes and oneboard wheels. There was an ask to see what other counties are doing with policies related. The committee asked to poll other WCFA counties and also to have the advisory committee meet to provide a recommendation. A 90-day follow-up period was requested.

Josh Pedersen presented information on the Harstad Park pavilion project. The concept of adding electrical service to the new pavilion was presented. Options for traditional power from the grid and solar power were presented. Electrical service for a potential campground host was also discussed. The committee felt it is important for park rental users to have electrical service at the new pavilion and supported that concept. It was requested to bring the topic back up in January or February with a report on what type of service would be selected.

Forest Carbon credits discussion updated the committee on the presentation to the Finance and Budget committee. Still weighing out the pros and cons of a carbon project and not ready to make a recommendation.

Potential forest land acquisition projects were discussed, and updates provided. The presentation to the Finance and Budget committee seemed to indicate some strong support for the projects as a whole. Kevin Stelljes indicated that he would be working on a resolution to bring back in January

seeking support to apply for stewardship grants and funding through the county forest loan program.

Josh Pedersen presented an update on timber revenues to date. Numbers are on track with budgeted amounts and should exceed budgeted revenues with strong early winter billings.

Directors report: Skiers have been active at both Tower Ridge and Lowes Creek with the early snowfall. Staff have been busy grooming trails and plowing snow to accommodate the early season use. Tami Schraufnagel informed the committee that she is part of the outdoor recreation plan update group, and that process has been going well. Kevin Stelljes indicated that the Sierra Club is having and upcoming outing at Coon Fork and that the campground looked good. Jody Gindt reported on the fiber project being completed at Coon Fork Park.

The next meeting date was set for January 10, 2022, at 5:00 p.m. virtually.

The meeting was adjourned at 6:57 p.m.

Respectfully Submitted by,

Josh Pedersen
Committee Clerk
Parks and Forest Director

FACT SHEET: RESOLUTION AUTHORIZING A COUNTYWIDE ADVISORY REFERENDUM ON CLEAN WATER NOW FOR WISCONSIN: File No. 21-22/085

Wisconsinites need and use water every day. Business, tourism, drinking, cooking and cleanliness all involve water.

Clean water is important to our county and the entire state. There is a vital need to protect our surface and ground waters so they can be used and enjoyed today, and by our future inhabitants.

There are numerous indicators that the citizens of Eau Claire County are concerned about clean drinking water and clean lakes and rivers. Eau Claire County established a Ground Water Advisory Committee, under the Planning and Development Standing Committee. The committee is directly involved in local and regional discussions focused on surface and ground water issues. Land Conservation and Parks and Forest Committees are also involved in keeping our water and environment healthy.

On July 20, 2020 the Eau Claire County Board adopted Resolution 20-21/038 requesting that the Wisconsin State Senate convene into an extraordinary session to address the 13 "Water Bills" passed by the assembly. Water issues voiced through public comment, were then summarized into water bills by the Wisconsin Assembly Speaker's Task Force on Water Quality.

The Clean Water Now campaign empowers Wisconsinites to once again raise the volume for critical water issues. County by county passing such resolutions show our elected officials and stakeholders that clean water has overwhelming bipartisan support as a top issue among Wisconsin voters. County boards in Marquette (73%), Portage (77%) and Wood (76%) have approved the Wisconsin Clean Water referendum question thus far.

The referendum question proposed for the April election is: Should the State of Wisconsin establish a right to clean water to protect human health, the environment, and the diverse cultural and natural heritage of Wisconsin?

Fiscal Impact: \$0 (Per Eau Claire County Clerk)

Respectfully submitted,

Nancy Coffey

Eau Claire County Board Supervisor

Ground Water Advisory, Planning and Development and Administration Committee Member

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AUTHORIZING A COUNTYWIDE ADVISORY REFERENDUM ON CLEAN WATER NOW FOR WISCONSIN

WHEREAS, there are numerous indicators that the citizens of Eau Claire County are concerned about clean drinking water and clean lakes because of the health of its people and the economic impact(s) on its people and businesses; and,

WHEREAS, the Ground Water Advisory Committee, under the Planning and Development Standing Committee, is directly involved with local and regional discussions focusing on surface water and ground water issues and,

WHEREAS, the Eau Claire County Board of Supervisors have passed resolutions asking the State of Wisconsin to pursue initiatives related to surface water and ground water issues.

NOW, THEREFORE, BE IT RESOLVED, that the Eau Claire County Board of Supervisors, in open session at a regularly scheduled, and properly noticed meeting, and Pursuant to Wis. Stats. Section 59.52(25) does hereby approve that the following question be placed on the April 6, 2021 ballot as an advisory referendum:

Question: Should the State of Wisconsin establish a right to clean water to protect the following: human health, the environment, and the diverse cultural and natural heritage of Wisconsin? YES _____ NO _____; and,

BE IT FURTHER RESOLVED, that the Corporation Counsel shall prepare a Notice of Referendum to be published by the Eau County Clerk in accordance with statutory requirements; and,

BE IT FURTHER RESOLVED, that this resolution and the referendum shall be filed with the Eau Claire County Clerk no later than 70 days prior to the April 6, 2021 election, at which the question will appear on the ballot; and,

BE IT FURTHER RESOLVED, that the Eau Claire County Clerk is directed to send results of the referendum to the Governor of the State of Wisconsin, the Wisconsin Counties Association, and to local members of the State Legislature.

I hereby certify that the foregoing correctly represents the action of the Ground Water Advisory Committee on December ____, 2021, by a vote of ____ for, and ____ against.

Jim Dunning, Chair
Ground Water Advisory Committee

1 I hereby certify that the foregoing
2 correctly represents the action of the
3 Committee on Planning and Development on
4 January ____, 2022, by a vote of
5 ____ for, and ____ against.

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10 Gary Gibson, Chair
11 Planning and Development Committee

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I hereby certify that the foregoing
correctly represents the action of the
Committee on Parks and Forest on
January ____, 2022, by a vote of
____ for, and ____ against.

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Kevin Stelljes, Chair
Parks and Forest Committee

24 I hereby certify that the foregoing
25 correctly represents the action of the
26 Committee on Administration on
27 January ____, 2022, by a vote of
28 ____ for, and ____ against.

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32 _____
33 Nick Smiar, Chair
Committee on Administration

Wolf River Logging, Inc.

John Nelson

27378 Co. Hwy. MM

Cadott, WI 54727

Eau Claire Co. Forestry and Parks

227 First Street W.

Altoona, WI 54720

December 29, 2021

To the Forestry and Parks Committee:

I have decided not to renew the timber sale #1807 on Camp Road. After considering the many factors that have changed since this job was bid on, including the COVID-19 pandemic, the closure of the Verso mill, the reduction of prices paid for pulpwood by the other mills that remain open, and the increase in fuel prices, I have decided that it would not be economically feasible to harvest this job.

Since no wood was cut on this job, you are still able to resell the job to another logger. We request that any forfeiture of a bond not exceed ten percent of the job value, or \$860.00.

Sincerely,



John Nelson

Wolf River Logging, Inc.

(715) 703-2025

January 2022 EXTENSION REQUEST

THIS FORM MUST BE RETURNED TO THE PARKS & FOREST DEPARTMENT

WOLF RIVER LOGGING
27378 COUNTY HIGH MM
CADOTT, WI 54727

Sale #1807

Amount Due on Sale Expiring January 2022 \$ 0

I Am Requesting an Extension to the Above Numbered Sale (extended to January 2023).

I Am Not Requesting an Extension to the Above Numbered Sale

Amounts Due on Other Contracts:

Sale # \$

Sale # \$

Sale # \$

Sale # \$

Sale # \$

Letter-of-Credit Extension Required:

NO

YES, new expiration date must be April 1, 2023. (Or any year thereafter) .
Letters-of-credit with an expiration date other than April 1, will be returned to the issuing institution for amendment.

Workers Compensation Insurance:

Current WC policy expires on: 8/17/2022

Yes, must renew

No renewal needed

Extension Justification:



LOGGER

12/29/2021

DATE

EAU CLAIRE COUNTY TIMBER SALES AGREEMENT
CONTRACT 1807

Eau Claire County hereinafter referred to as the "County" and Wolf River Logging hereinafter referred to as the "Purchaser," hereby agree as follows:

WHEREAS, the County is engaged in the administration of county forest lands under the concept of multiple-use management; and

WHEREAS, Section 28.11(6), Wisconsin Statutes authorizes the County to sell merchantable timber designated in timber sale contracts; and

WHEREAS; the Purchaser has been approved for tract # 3-18;

NOW, THEREFORE, the County and the Purchaser enter into the following contract:

WITNESSETH:

- A. All logging contractors must provide to the County a copy of the certificate of completion for meeting SFI and FSC standards.
- B. The Purchaser, in consideration of the promise of the County specified at C., below, hereby promises to pay to the County the total value of all of the timber which Purchaser cuts as determined upon the basis of the price per volume per species multiplied by the actual scaled volume as determined in accord with D., below. Prior to cutting any timber covered under this contract, the Purchaser shall pay to the County the sum of \$3,000.00 that constitutes 25% of the total sale value or \$3,000 minimum/\$15,000 maximum of the total sale value as a performance bond. The County will retain the performance bond until all provisions of the contract are met. The bond, or portion of the bond, will be returned within thirty (30) days after the provisions are met. All letters of credit must be valid ninety (90) days past the contract expiration date. Purchaser may be required to forfeit other performance bonds held by the County if damages exceed the amount of the performance bond for this contract.
- C. The County hereby promises, in accord with D. below, to sell to the Purchaser the standing timber specified therein.
- D. The following terms and conditions shall govern the sale of timber under this contract:

1. Location of Sale: Sec 23 & 26, T25N, R5W, Town of Fairchild
2. **Instructions on Measuring or Scaling:**

All wood is to be scaled by a County employee before being removed from sale area, unless the ticket system is used or the sale is a lump sum. No firewood, hand peeled, or machine peel aspen is allowed to be hauled from the sale area using the mill ticket system.

Sales containing log volumes: Sawlogs will be scaled by staff and not allowed to be hauled using the mill ticket system unless pre-approved by forester. Logs shall be yarded for scaling. Small ends of logs are to be piled in the same direction. **Log decks shall be no higher than six (6) feet in height.** If random length logs are cut, the log length shall be marked on small end with a lumber crayon or decked in separate piles by length. Scribner Decimal "C" log scale is used. All logs and bolts 50% or more sound are merchantable.

Sales containing pulp volumes: Pulp must be piled no less than one (1) cord. A cord is a pile containing 128 cubic feet of unpeeled wood. A pulpwood tree contains at least one (1) 100" stick, to the minimum top diameter. Minimum amounts of wood to be scaled at one time will be ten (10) cords, 4,500 board feet, or a combination thereof.

Hand-peeled aspen will have 12.5% volume added to the field scale. Machine peeled wood will have 25% added to the scale.

DNR Timber Sale Handbook will be used in determining the conversion rates for posts, poles, bolts, chips or other forest products. The cordwood weight and whole tree chip conversion factors below will be used for billing purposes:

CORDWOOD WEIGHT- TONS/CORD		WHOLE TREE CHIP- POUNDS/ CORD	
Species	Weight	Species	Weight
Red Pine	4500	Mx Hardwood	2.93 tons/cord
Jack Pine	4250	Aspen	2.93 tons/cord
White Pine	4200	All Oak	3.58 tons/cord
All Oak	5500	Red Pine	2.93 tons/cord
White Birch	4800	Jack Pine	2.77 tons/cord
Mx Hardwood	4600	White Pine	2.73 tons/cord
Aspen	4500		

3. Utilization Requirements:

- a. All trees containing one pulp stick with a 3-1/2" minimum top diameter shall be utilized.
- b. Other conditions:
 - No heavy equipment track/wheel activity will be allowed within 15 feet of wetlands.
 - In regeneration harvest areas, 50% of the trees within 15 feet of a wetland may be harvested. Favor longer lived species such as oak, pine, and maple.
 - In selective harvest areas, harvest trees as marked. Leave any marked trees that cannot be harvested within the 15 foot equipment limitation.
 - Equipment travel is not permitted in the bottom of drainage ways or immediately adjacent to wetlands. This may require advanced planning and may exclude some areas from harvest.
 - All snags (including down, large trees) will be left undisturbed unless they present an immediate safety hazard.
4. **Slash Disposal:** All slash must be in direct contact with the ground during the cutting operation. Slash piles shall not exceed two (2) feet in height and should be displaced uniformly along the forest floor. No slash is allowed in streams, ditches, roads, swamps, trails or across blue paint lines. Do not pile slash into drainage areas where runoff may wash slash into streams, lakes or wetlands.
5. **Debris Disposal:** Any debris or material not natural to the land shall be properly disposed of as it is generated. Purchaser will be subject to penalty for littering on logging sites.
6. **Stump Height:**
 - a. Maximum - shall not exceed stump diameter or five (5) inches above ground level, whichever is greater.
 - b. Minimum - on log sales, do not cut below the paint mark on the stump.
7. **Minimum Required Top Diameter:**
 - a. Pine logs - 9" inside bark.
 - b. Hardwood logs - 10" inside bark
 - c. Hardwood bolts - 8" inside bark
 - d. Pulpwood - 4"
 - e. Other considerations: On contracts with no log volume and containing a separate bolt volume/price, all species of bolts will be required to be separated 8" (DIB) and above.
8. **On-site Meeting/Pre-Sale Checklist:** Required between County and Purchaser prior to any cutting to approve decking areas and logging trails, and complete pre-sale checklist. County is to be notified no less than twenty-four (24) hours before cutting is to begin. The County will not do any trail building and/or make any other improvements. Wood may not be piled within thirty-three feet (33') of a public road. To minimize resource damage, the County will restrict the types of logging equipment, methods, and times of operation used on sale areas. Damage to residual trees will not be tolerated and a penalty may be assigned.

9. Valuation Standards: Date of Sale: December 10, 2018

SPECIES	PRODUCT	ESTIMATED VOLUME	BID PRICE	TOTAL VALUE
Oak	Pulp	300 tons	12.00	\$3,600.00
Aspen	Pulp	300 tons	12.00	\$3,600.00
Oak	Sawlogs	7 MBF	200.00	\$1,400.00
			TOTAL	\$8,600.00

10. **Schedule of Payments:** The billing cycle runs from the first day of the month to the last day of the month. Payments are due the last day of the following month. Abuse of credit may require prepayment.

11. **Interest:** An interest charge of 18% annual percentage rate (1.5% monthly) will be added to all account balances past due.

E. **Certified Wood:** The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100% and the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100%. Forest products from this sale may be delivered to the mills FSC 100% and SFI 100% only if 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.

F. **Title to Timber:** It is mutually understood and agreed upon by the parties hereto that as and for security of the entire amount of money due and owing under this contract, the title to and ownership of all standing timber situated upon the sale location as set forth at D. shall remain in the County and, furthermore, that the County shall have a lien upon all timber harvested from the described location under the terms of this contract, which lien shall apply against timber stored by the Purchaser and/or upon the proceeds which result therefrom. Said lien shall be and remain in the County until all payments required of the Purchaser under this Contract shall have been made and until the Purchaser shall have completed all other responsibilities called for under this contract.

F. **Independent Contractor Status:** It is agreed by and between the parties hereto that at all times and for all purposes within the scope of this contract, the relationship of the Purchaser to the County shall be that of an independent contractor and not that of an employee. No statement contained in this contract shall be construed so as to find either the Purchaser or any of his or her employees, agents or officers, to be an employee of the County, and the Purchaser shall not be entitled to any of the rights, benefits, or privileges of County employees, unless expressly stated to the contrary herein.

G. **Time of Performance:** The Purchaser hereby understands that this contract, subject to other terms and conditions herein expressed which affect the commencement date, shall be in effect as of 2/1/19 and shall expire the first day of January, 2020. In the event that the Purchaser shall have failed or refused to comply with the terms of this contract to the extent that he/she has not completed his/her performance hereunder as of the expiration date, unless an extension is duly granted to the Purchaser by the County in writing, all performance hereunder shall cease and all monies due and owing under this contract shall be subject to a demand for immediate payment. Thereupon the Purchaser shall forfeit all rights to timber remaining at the designated sale location.

H. **Additional Terms and Conditions:** The County and the Purchaser hereby agree that the following terms and conditions shall control this contract. *Rearranged section to group topics and put reference to rutting guidelines above the guidelines.*

1. **OSHA Compliance - Hazard Trees:** 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 hazard trees. In addition, the purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

2. All forest products must be removed from the sale area within twelve (12) months of being piled on landing.
3. All merchantable timber marked or designated in the sale location covered by this contract shall be cut, whether or not the quantity of such material is more or less than the estimate set forth at D. 9. above.
4. Painted trees that are used to designate property boundaries (blue paint), timber sale area boundaries (red paint), research and inventory (white paint) and trails (aluminum paint) are not to be cut unless specified on a timber sale map. If the previously mentioned trees are cut, the purchaser shall be subject to the county's damages listed in H. 5. b.
5.
 - a. 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.
 - b. The County's damages upon the Purchaser's failure to perform this contract include, but are not limited to:
 - i. Retention of all or part of the performance bond.
 - ii. The Purchaser's bid value of timber not cut and removed under this contract.
 - iii. Charge double the stumpage rate, as an extra assessment, as determined by the County, for timber cut, removed, or damaged without authorization under or in violation of this Contract.
 - iv. All costs for sale area cleanup, restoration, or completion of performance not completed by the Purchaser.
 - v. All costs for resale of timber not cut and removed as required under this contract.
 - vi. Suspension of the contract, with possible referral to the District Attorney for prosecution.
 - vii. Cancellation of other timber contracts with the County.
 - viii. Banned from future purchase of County timber sales.
 - c. Additional damage provisions:
6. The Purchaser shall do all in his/her power to cooperate with the DNR Fire Protection to prevent and suppress forest fires. Purchaser shall dispose of brush as directed in compliance with all state laws regarding timber slash disposal.
7. Purchaser shall apply Cellu-Treat (or equivalent) fungicide to all conifer stumps within 24 hours of tree cutting. Purchaser shall apply Cellu-Treat (or equivalent) according to product label directions. County will provide the Cellu-Treat (or equivalent) product and dye. County will also provide the purchaser with a backpack sprayer if needed. Application of Cellu-Treat (or equivalent) is not required from December 1 to March 31. The county reserves the discretion to deviate from guidelines if conditions warrant.
8. All roadways and trails shall be maintained free from brush, pulp and logs resulting from the Purchaser's activities under this contract. The County must approve of additional roads and trails before being created or utilized.
9. No slash, logging debris, or machinery operation is to be outside the sale boundary, unless approved by the County.
10. No machinery shall be operated in lakes or streams.
11. To minimize resource damage, the County will restrict and enforce the types of logging equipment, methods, and times of operation used on sale areas.
12. Seasonal restrictions may be applied to protect roads, minimize recreation use conflicts such as on ski trails and snowmobile trails, benefit wildlife management, and minimize insect and disease problems or to assist in fire protection.
13. Best Management Practices (BMPs) requirements and other Guidelines:
 - a. The purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the DNR, 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 or equivalent through a FISTA-coordinated BMP workshop is also required.
 - b. The purchaser shall comply with all recommended Forestry BMPs for Invasive Species as described in "Wisconsin's Forestry Best Management Practices for Invasive Species" published by the DNR, publication Pub-FR-444-09, 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 of Forestry website at: <http://council.wisconsinforestry.org/invasives/forestry>.
 - c. The purchaser shall comply with all General Guidelines as described in "Wisconsin's Forestland Woody Biomass Harvesting Guidelines" published by the DNR, 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 websites at: <http://council.wisconsinforestry.org/biomass/>

14. When excessive rutting occurs based on the Eau Claire County Forest Rutting Policy, the County has the right to suspend the sale until such time the Purchaser restores the damaged area, or retain all or part of the performance bond and terminate the sale.

Eau Claire County Forest Rutting Policy

The county's goals for the management of soil disturbances are to:

- Minimize inadvertent soil disturbances and potential adverse impacts to soil productivity, water quality, fish and wildlife habitat, and other natural resources.
- Maintain trails and related structures to intended design standards.
- Combine professional level expertise and operator experience in the formation of on-the-ground decisions.
- Provide a protocol for identifying and responding to maintenance needs.

These goals and the guidelines are consistent with Wisconsin Forest Management Guidelines and Wisconsin's Forestry Best Management Practices (BMP's) for Water Quality Field Manual (see H. 13.)

Application of Soil Disturbance Guidelines

These guidelines apply to timber sales on county lands and to the county forest road system. These guidelines do not apply to intentional soil disturbances, such as mechanical site preparation or plowed firebreak construction. They are not applicable to soil disturbances caused by recreational users of recreational trails. In those situations, please refer to Wisconsin's Forestry Best Management Practices (BMP's) for Water Quality, Wisconsin Forest Management Guidelines, relevant handbooks, and other appropriate reference documents.

Management Expectation for Soil Disturbances

Soil disturbances (soil compaction, rutting, etc.) may occur and be identified either as part of a timber sale contract on County lands or as part of county forest trail inventory and maintenance. These guidelines apply in both situations.

Timber Sales

The management expectation is that all steps and precautions, including implementation of BMP's, will be taken to avoid and minimize soil disturbances. If a timber sale has soil disturbances below the excessive threshold, then the expectation is that the contractor will evaluate the disturbance and determine what actions, if any are needed to repair or mitigate the effects of the soil disturbance.

If a timber sale has soil disturbances that exceed the excessive threshold, the expectation is the contractor will contact the forester (or vice versa) and together they will evaluate the disturbance and determine what actions, if any, are needed to repair or mitigate the effects of the soil disturbance. The forester will meet on-site with the timber sale contractor and equipment operators. The forester and contractor will consider management goals and objectives, weather, site conditions, availability of equipment and other factors when evaluating repair and mitigation options. Prior to closing a sale, the forester will ensure that any soil disturbances that may have occurred are properly addressed.

County Forest Trail System

The management expectation is that all steps and precautions, including implementation of BMP's, will be taken to avoid and minimize soil disturbances. If soil disturbances are found on a forest trail, county forest staff will inventory the disturbance and evaluate what actions, if any, are needed to repair or mitigate the effects of the soil disturbance. County forest staff will use the county forest trail inventory to prioritize and develop plans to address soil disturbances. If a forest trail is being used in association with a timber sale, then the forester should be notified to help determine who is responsible for making repairs.

Excessive Soil Disturbance Determinations

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 forester (if part of a timber sale) or from county forest staff (if part of the county forest trail system). Excessive soil disturbances require special attention to evaluate the effect of the soil disturbance and to develop repair options or mitigation recommendations. Classifying a soil disturbance as "excessive" does not mandate closing a timber sale or a forest trail; however, actions should be taken, as appropriate, to minimize further soil disturbances.

Table 1. Interim Threshold for Soil Disturbances.

County Forest Infrastructure	Soil Disturbance is excessive if:
Trails, Landing, Skid Trails, and General Harvest Area	<ul style="list-style-type: none"> A gully or rut is 6" deep or more and is resulting in channelized flow to a wetland, stream, or lake.
Trails, Landing, and Primary Skid Trails	<ul style="list-style-type: none"> In a riparian management zone (RMZ) or wetland, a gully or rut is 6" deep or more and 100' long or more. In an upland area (outside of RMZ), a gully or rut is 10" deep or more and 66' long or more.
Secondary Skid Trails and General Harvest Area	<ul style="list-style-type: none"> Gully or rut is 6" deep or more and 100' 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 for 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 storm water runoff.

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

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

15. The County reserves the right to order the Purchaser to temporarily terminate activities under this contract in the event of a manmade or natural disaster which has threatened or engulfed the area in which the sale is located or, in general, when conditions warrant such action. The County shall allow the Purchaser to resume activities hereunder upon notification.
16. Upon written notice by the County, all operations of the Purchaser shall be suspended if, in the opinion of the County, the Purchaser is not in compliance with the conditions of this contract.
17. The County, upon consultation with the DNR forester, shall be the sole judge of contract conditions compliance. Once the County has ordered that operations of the Purchaser be suspended, the same may not be resumed without written authorization.
18. **Restricted Cutting Dates and Conditions:**
 - a. Red Pine Plantations: Due to Bark Beetle: cutting, skidding, and piling are not allowed between **May 1 and August 1**. Exceptions may be granted if the pulpwood is removed from the plantation within twenty-one (21) days of being cut.
 - b. Hardwood Thinning Areas or Cut Aspen Only Areas: Due to oak wilt concerns hardwood pulp may not be cut, skid, or piled during restriction dates determined by forester based on the DNR oak wilt guidelines as stated on the map page attached to this contract. Permission may be given for aspen peeling on an individual basis. Contact County for further information.
 - c. Designated jack pine tracts and oak clear cut tracts may also be subject to oak wilt restrictions.
19. **Timber Sale Extension Policy:** If the Committee on Parks and Forest grants Purchaser an extension on this contract, stumpage increases shall be reflected in the following manner:
 - a. 1st Extension - 0% Increase
 - b. 2nd Extension - 5% Increase
 - c. 3rd Extension and any extensions thereafter - 10% increase
 - d. The maximum length for contracts including extensions will be **four years** per County Forest 15-Year Plan. Extensions beyond this may be considered in the event of justification and stumpage adjustments may be made.
20. **Lump Sum Policy:** Performance Bond is 10% of sale value or \$250, whichever is greater. Twenty-five (25) percent of sale value is to be paid at contract signing and the 75% balance is to be paid before the start of cutting.
21. There shall be no modifications to this contract, except in writing, executed with the same formality as this instrument and mutually agreed upon by the parties.
22. It is hereby agreed by the parties that there shall be no assignment or transfer of this contract, nor of any interest contained herein, except as agreed upon by the parties, and upon the submission of a fully completed and signed subcontractor form to the County.

23. **Notices:** Required notices under the terms of this contract or otherwise deemed advisable shall be provided as follows: Upon the County, in writing delivered personally or by certified mail upon Josh Pedersen, Director, Parks and Forest Department, Eau Claire County, 227 1st Street West, Altoona, WI 54720; upon the Purchaser, in writing delivered personally or by certified mail upon:

Logger's Name: Wolf River Logging
Address: 27378 Cty Hwy MM
City, State, Zip: Cadott WI 54727
Phone: 715-703-2025

24. This contract constitutes the entirety of the contract between the parties hereto regarding the subject matter hereof, prior written or oral agreements or understanding notwithstanding.

25. The Purchaser hereby understands that they shall indemnify the County against any personal injuries or property damages and resultant losses which he/she or any of his/her employees or agents may sustain due to the condition of the land.

26. **Addendums and Additional Agreements:** Attached and fully incorporated into the terms and conditions of this contract are the following addendums and additional agreements:

1. Addendum #1: Federal Identification Number and Workers Compensation Insurance Coverage
2. Addendum #2: Release of Liability
3. Addendum #3: Mill Scale Ticket System
4. Addendum #4: Subcontractor Form

CONTRACT PURCHASER (S):

[Signature]
Signature

John Nelson
Print Name

1-28-2019
Date

Signature

Print Name

Date

EAU CLAIRE COUNTY PARKS & FOREST DEPARTMENT:

Bobbi Barone
Department Personnel Signature

Bobbi Barone
Print Name

2/1/19
Date

(Rev 02/16)

**ADDENDUM #1:
Federal Identification Number and Workers Compensation Insurance Coverage**

- A. The undersigned purchaser shall submit his federal identification number to the Eau Claire County Parks and Forest Department at the time of signing this contract.
- B. The undersigned purchaser shall also submit a Certificate of Insurance verifying the existence of Workers Compensation coverage on all employees at the time of signing this contract. It is required that the employer provides Workers Compensation coverage for all employees who perform any work under this contract. Workers Compensation coverage is required of all employees. Workers Compensation coverage is not required of independent contractors, as to themselves, when they do not have any employees and as long as the following criteria are met. The independent contractor must:
 - 1. Maintain a separate business.
 - 2. Obtain a federal employer identification number.
 - 3. Operate under specific contracts.
 - 4. Be responsible for operating expenses under the contracts.
 - 5. Be responsible for satisfactory performance of the work under the contract.
 - 6. Be paid per contract, per job, by commission or by competitive bid.
 - 7. Be subject to profit or loss in performing the work under the contracts.
 - 8. Have recurring business liabilities and obligations.
 - 9. Be in a position to succeed or fail if business expenses exceed income.

Wisconsin Statutes Section 102.07(8)

- C. The undersigned purchaser shall execute the attached notarized release of liability at the time of signing this contract.



Contract Purchaser Signature

1-28-2019
Date

ADDENDUM #2:
Release of Liability

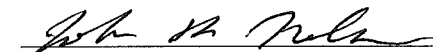
TO WHOM IT MAY CONCERN:

I/We, the undersigned, in consideration of my/our contract with the Eau Claire County Parks and Forest Department, in the performance of, but not limited to, felling, cutting, skidding, and/or hauling of timber products, do hereby hold Eau Claire County Parks and Forest Department harmless from prosecution for personal injury and/or other damages suffered in the performance of these services.

I/We are independent contractors with respect to providing goods and/or services and with respect to my/our contract with Eau Claire County Parks and Forest Department. No employer-employee relationship exists by virtue of said contract.

I/We have Workers Compensation coverage for all employees. If I/We do not have Workers Compensation coverage on myself/ourselves, it is due to the fact that I am/we are an independent contractor under Section 102.07(8) of the Wisconsin Statutes.

I/We have read and fully understand this contract and acknowledge receiving a copy of said contract.


Contract Purchaser Signature

1-28-2019
Date

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Public, State of Wisconsin

My commission expires _____, 20_____.

ADDENDUM #3
The Mill Scale Ticket System for Pulpwood Scaling

Loggers using the "Mill Scale" ticket system must have mills pre-approved by County staff. The following are guidelines for use of a mill scale ticket system for pulpwood scaling:

- 1. Depending upon Purchaser's credit status, tickets may have to be purchased in advance. Purchasers in good credit standing will be billed monthly.
2. The Purchaser is held accountable for all tickets issued to him. Unused prepaid tickets can be returned to the department and be credited to another contract or refunded.
3. The Purchaser is responsible for assuring that his hauler has the appropriate tickets in his truck. As a condition of the sale contract, the Purchaser agrees that his trucker may be checked by department employees for compliance while en route from sale area to the mill.
4. The truck driver completes the ticket thoroughly as he leaves the sale area and deposits the top copy in the lock box. When he reaches the destination mill, the driver gives the second copy of the ticket to the scaler, which the scaler attaches to a copy of the scale slip and returns to the Parks and Forest Department. The third copy of the ticket is the Purchaser's copy.
5. Failure to deposit a ticket in the lock box for each truckload of unscaled wood will be considered a breach of contract and subject to a double stumpage penalty or other penalty deemed appropriate by the department.
6. Department employees must scale all wood not being hauled to an approved participating mill before removal from scale area.

Mills To Be Pre-Approved For This Contract: Please indicate the mill(s) that you intend to use for scaling pulpwood.

Mill
Address/City/State
Species of Wood

Mill
Address/City/State
Species of Wood

Mill
Address/City/State
Species of Wood

Mill
Address/City/State
Species of Wood

(PURCHASER) DATE

Subcontractors Acknowledgement of Responsibility

Timber Sale Contract Number: _____

Contractor: Name: _____

Address: _____

Phone No: _____

Subcontractor: Name: _____

Address: _____

Phone No: _____

Workers Compensation Insurance Provider:

Name: _____

Address: _____

Phone No: _____

Policy Number: _____

The subcontractor, _____, by signing this agreement acknowledges and fully agrees to comply with all of the terms and conditions of the above referenced timber sale contract. Further, said subcontractor agrees to provide to the county the following documents: a certificate of insurance showing that it has obtained and has in effect, a current workers compensation insurance policy for itself and all of its employees; and a certificate of insurance for general liability purposes, in an amount not less than _____. The subcontractor will maintain all of the previously mentioned insurance policies, including its workers compensation insurance policy, in full force and effect during the entire period that it performs any work under the above reference timber sale contract.

The contractor, _____, by signing this document, acknowledges and agrees that it retains full responsibility for all of its obligations, including payment for any timber cut, and for all costs or penalties imposed by the county as the result of damage caused by the failure of the subcontractor to perform under the terms of the above reference timber sale contract. The contractor, by entering into an agreement with the subcontractor has not in any way altered its contractual relationship with Eau Claire County and is still bound by all of the terms and conditions of the above referenced timber sale contract. In no instance will the subcontractor be allowed to perform any work under the timber sale contract until such time as the county gives approval. Eau Claire County will continue to hold the performance bond of the contractor until such time as all of the obligations of the contractor under the timber sale contract have been fully and completely satisfied.

Subcontractor

Date

Contractor

Date

EAU CLAIRE COUNTY TIMBER SALE

TRACT #3-18

Sec.23 & 26 T25N R05W
Town of Fairchild








Oak Saw	7 MBF	
Oak Pulp	300 tons	
Aspen Pulp	300 tons	
		MINIMUM BID \$8,494.00

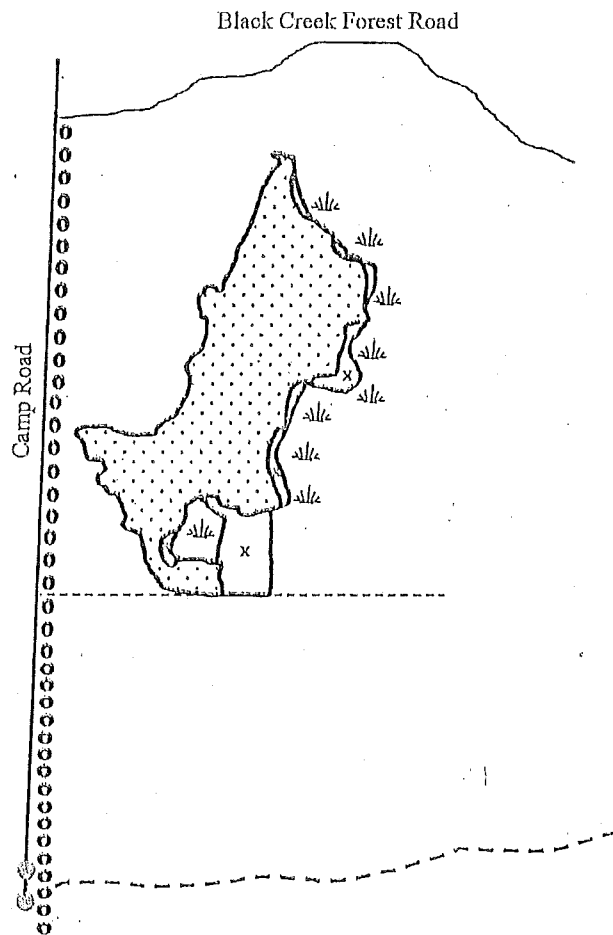
Sale Area: 15 acres. Sale boundary is red line.

Cutting Requirements: Harvest all trees over 1" dbh.

Management Objective: Final harvest of aspen, to regenerate stand.

****FIRM GROUND CONDITIONS RECOMMENDED****
*****NO EQUIPMENT IN RMZ*****

-  Leave Island
 -  Harvest Area
 -  Secondary Road
 -  Woods Trail
 -  Wetland
 -  Gasline ROW
 -  Gate
- 8" = 1-mile



To the Honorable:

The County Board of Eau Claire County, Wisconsin

In accord with s. 2612(3) and 26.14(3), Wis. Stats., we recommend the following persons to act as authorized Emergency Fire Wardens for the prevention and suppression of forest fires in this county for the year **2022**, and ask your approval of this organization list.

EMERGENCY FIRE WARDENS

Seymour Town Hall	FOR THE Town of Seymour & Washington
The Woodland	FOR THE Town of Bridge Creek & Ludington
	FOR THE Town of
	FOR THE Town of
	FOR THE Town of
	FOR THE Town of
	FOR THE Town of
	FOR THE Town of
	FOR THE Town of
	FOR THE Town of

Augusta, Wisconsin

Department of Natural Resources

December 21st, 2021

By:
Area Forestry Leader

By: _____
County Board Chairperson (*or authorized committee thereof*)