

**LINCOLN COUNTY
FORESTRY, LAND AND PARKS COMMITTEE**

October 9, 2023 9:00 AM

Meeting Location: Room 257 Government Services Center 801 N. Sales St., Merrill, WI 54452

Electronic Attendance Available: Persons wishing to attend the meeting electronically may enter the meeting beginning ten minutes prior to the start time indicated above using the following number or address:

Meeting ID: <https://meet.google.com/hnk-grtp-ejq>

Phone Number: (US) +1 516-324-4932

PIN: 452 524 176#

The teleconference cannot start until the host dials in and enters the host password. In the event there is an unforeseen technical difficulty that prevents all or a part of the meeting from being available electronically, the meeting will continue in person and those wishing to attend can appear in person at the location indicated in this agenda.

Attendance Policy: All public participants' phones, microphones and chat dialog boxes will be muted or disabled during the meeting.

Agenda

1. Call meeting to order.
2. Approve minutes of September 11, 2023 meeting.
3. Review year to date budget report.
4. Comment from members of the public or invited guests.
5. Open and award Tax Delinquent Land Sale Bids.
6. Discuss and set new minimum bids on unsold tax deed properties.
7. Approve re-advertising leftover tax delinquent properties for sale.
8. Discuss and approve Highway 8 ATV trail location to pursue, if any.
9. Approve organized Event Permit for Red Granite Grinder – October 14, 2023
10. Approve Moore Access Permit off of Hess Road.
11. Update on Merrill to Wausau River Bend Trail Extension.
12. Approve Well Drilling Bid.
13. Approve update to timber sale contract.
14. Approve re-advertising for Hiawatha Trail re-surfacing.
15. Approve Administrators timesheets.
16. WDNR Report
17. Review Administrator's written report.
18. Close timber sales.
19. Set next meeting date.
20. Adjourn.

DISTRIBUTION:

Committee Members – Norbert Ashbeck, William Bialecki, Don Wendorf, Greg Hartwig, Kenneth Wickham, Other County Supervisors, Department Heads, and Local Media Posted on _____ at _____ .m. by _____

Requests for reasonable accommodations for disabilities or limitations should be made prior to the date of this meeting. Please contact the county clerk, at 715-539-1019 or chris.marlowe@co.lincoln.wi.us, as early as possible so that proper arrangements can be made. Requests are kept confidential.

GENERAL REQUIREMENTS:

1. Must be held in a location which is reasonably accessible to the public.
2. Must be open to all members of the public unless the law specifically provides otherwise.

NOTICE REQUIREMENTS:

1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statute.
2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

MANNER OF NOTICE:

Date, time, place, and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to give notice to the public.

TIME FOR NOTICE:

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is a good cause that such notice is impossible or impractical.

EXEMPTIONS FOR COMMITTEES AND SUB-UNITS:

Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful meeting to act or deliberate upon a subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place, and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

PROCEDURE FOR GOING INTO CLOSED SESSION:

1. Motion must be made, seconded, and carried by roll call majority vote and recorded in the minutes.
2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

STATUTORY EXEMPTIONS UNDER WHICH CLOSED SESSIONS ARE PERMITTED:

1. Deliberation of judicial or quasi-judicial matters. Sec. 19.85(1)(a)
2. Considering dismissal, demotion, or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b).
3. Considering employment, promotion, compensation, or performance evaluation data of any public employee. Sec. 19.85(1)(c).
4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d).
5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(e).
6. Considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public would likely have an adverse effect on the reputation of the person referred to in such data. Sec. 19.85(1)(f).
7. Conferring with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g).
8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h).

CLOSED SESSION RESTRICTIONS:

1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session with twelve (12) hours unless proper notice of this sequence was given at the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.

BALLOTS, VOTES, AND RECORDS:

1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.
2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.
3. Motions and roll call votes must be preserved in the record and be available for public inspection.

USE OF RECORDING EQUIPMENT:

The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

LEGAL INTERPRETATION:

1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

PENALTY:

Upon conviction, any member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than \$25.00 nor more than \$300.00 for each violation.

Lincoln County Forestry, Land and Parks Committee
Minutes of
Monday, September 11, 2023 @ 9:00 A.M.
Lincoln County Service Center, Room 257
801 N. Sales St., Suite 106, Merrill, WI 54452 **715-539-1034**

Members Present: William Bialecki, Greg Hartwig, Norbert Ashbeck, Don Wendorf, Ken Wickham

Absent:

Members Excused:

Visitors: Dean Bowe, Amy Krueger, Bill Groth, Jeni Burton (virtual), Robbin Gigl (virtual), Karry Johnson, Jeff Weber,

1. Call meeting to order. The Lincoln County Forestry, Land and Parks Committee met on Monday, September 11, 2023, in Conference Room 257, Lincoln County Service Center. The meeting was called to order by Bialecki at 9:00 a.m.
2. Approve minutes of August 14, 2023. Motion by Hartwig, second by Wickham to approve minutes of August 14, 2023 meeting as printed. All Ayes. Motion Carried. All ayes. Motion carried.
3. Review year to date budget report. The Committee reviewed year to date budget report and placed on file.
4. Comments from members of the public or invited guests. Dave Fox spoke about how he appreciated working with the County on acquiring some additional land for the Town of Birch.
5. Open and Award Timber Sale Bids. None.
6. Open and award Tax Delinquent Land Sale Bids. Dean announced bid opening procedure, bids were opened and read. We received 1 bid on 5 tax delinquent parcels and 4 parcels received no bids.

P3-23: No bids received.
P9-23: No bids received.
P12-23: No bids received.
P14-23: No bids received.
P17-23: One bid received. Motion to award highest bidder for \$13,000 by Ashbeck, second by Wickham. All ayes. Motion carried.
7. Discuss and set new minimum bids on unsold tax deed properties.
P4-23 Price reduced to \$35,000. Motion by Hartwig, second by Wickham. All ayes. Motion carried,
P9-23 Price reduced to \$17,000. Motion by Hartwig, second by Ashbeck. All ayes. Motion carried,
P12-23 Price reduced to \$29,000. Motion by Hartwig, second by Ashbeck. All ayes. Motion carried,
P14-23 Price reduced to \$15,000. Motion by Ashbeck, second by Hartwig. All ayes. Motion carried.
8. Approve re-advertising leftover tax delinquent properties for sale. Motion by Bialecki to advertise unsold parcels to sell at October meeting, second by Wendorf. Hartwig clarified that bids would be due the Friday October 6th at noon. All Ayes. Motion carried.
9. Award tree seedling bid. Dean said no sealed bids were received per the request. He did indicate that PRT email him a bid the morning that bids were due meeting other requested specifications required.

10. Consider and approve unsealed bid for tree seedlings from PRT. Corporation Counsel indicated that if the Committee considers that PRT having emailed their bid instead of sending it in a sealed envelope to be a “technical defect” and that accepting the bid is in the best interest of the county the Committee may choose to accept the bid from PRT. Discussion followed. Motion to accept PRT’s bid to supply tree seedlings by Wickham, second by Hartwig. All ayes. Motion carried.
11. Approve land sale to Town of Birch. Dean stated that he had met with Dave Fox to look at the land the Town of Birch wishes to purchase from the county. The town wishes to purchase an additional 100 feet on the north side of the Town Hall property and Chat Cemetery. Tony Dallman surveyed the property and created a Plat of Survey. Motion to approve sale to Town of Birch by Hartwig second by Wickham. All ayes. Motion carried.
12. Approve County Forest Work Plan. Dean provided a brief overview of the County Forest Annual Work Plan for 2024. Motion to approve 2024 work plan by Wickham, second by Hartwig. All ayes. Motion carried.
13. Set date and authorize advertising for Fall 2023 Timber Sale. Motion to set date as November 13, 2023 and approve advertising by Bialecki, second by Hartwig. All ayes. Motion carried.
14. Approve Administrators timesheets. Motion to approve timesheets by Wendorf, second by Wickham.
15. WDNR Report. Bill reported that they had met with Forestry Department for annual partnership meeting last week. They are continuing to work on Timber Sale establishment. They are still staffing for fires due to the drought.
16. Review Administrator’s written report. Dean reported ARPA project progress. Written report placed on file.
17. Close timber sales.
 - Flannel Fleet T019-22 Close and return Letter of Credit.
 - Motion by Hartwig, second by Wickham to close sale and refund bond per Dean’s recommendation. All ayes. Motion carried.
18. Set next meeting date. The next Forestry, Land & Parks Committee Meeting are set as follows:
 - Monday, October 9, 2023 at 9:00 a.m., LCSC Conference Room 257
 - Monday, November 13, 2023 at 9:00 a.m., LCSC Conference Room 257.
19. Field Trip. The committee toured several sites and returned to Merrill.
20. Adjourn. Motion to adjourn meeting by Bialecki, second by Wendorf at 3:12 p.m. All ayes. Motion carried

Minutes prepared by Amy Krueger and Dean Bowe

YEAR TO DATE EXPENDITURE REPORT

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0062 FORESTRY							
0000 DIVISION							
62000000 511000 UNDISTRIBUTED SAL	0	0	77,577.48	38,407.13	.00	-77,577.48	100.0%
62000000 520000 UNDISTRIBUTED FRIN	0	0	40,029.92	20,286.83	.00	-40,029.92	100.0%
62000059 598000 TRANSFER OUT	0	0	484,765.55	.00	.00	-484,765.55	100.0%
TOTAL DIVISION	0	0	602,372.95	58,693.96	.00	-602,372.95	100.0%
0100 FORESTRY STATE AID							
10100 FORESTRY STATE AID							
62010000 511000 10100 STATE AID SAL	35,000	35,000	40,197.98	.00	.00	-5,197.98	114.9%
62010000 520000 10100 STATE AID FRI	22,000	22,000	19,799.00	.00	.00	2,201.00	90.0%
TOTAL FORESTRY STATE AID	57,000	57,000	59,996.98	.00	.00	-2,996.98	105.3%
0101 WILDLIFE HABITAT							
10101 WILDLIFE HABITAT							
62010100 571000 10101 WILDLIFE HABI	4,700	4,700	.00	.00	.00	4,700.00	.0%
TOTAL WILDLIFE HABITAT	4,700	4,700	.00	.00	.00	4,700.00	.0%
0102 CCF							
10102 CCF							
62010200 511000 10102 CCF SALARIES	1,957	1,957	3,957.52	.00	.00	-2,000.52	202.2%

YEAR TO DATE EXPENDITURE REPORT

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62010200 520000 10102 CCF FRINGE	734	734	2,832.14	.00	.00	-2,098.14	385.9%
62010200 531320 10102 CONTRACTED SE	223	223	.00	.00	.00	223.00	.0%
62010200 571000 10102 CCF MISCELLAN	978	978	1,370.98	.00	.00	-392.98	140.2%
62010200 596001 10102 CCF EQUIPMENT	1,000	1,000	8,350.70	.00	.00	-7,350.70	835.1%
TOTAL CCF	4,892	4,892	16,511.34	.00	.00	-11,619.34	337.5%
0103 SNOWMOBILE STATE AID							
10103 SNOWMOBILE STATE AID							
62010300 571000 10103 SNOWMOBILE MI	90,000	90,000	.00	.00	.00	90,000.00	.0%
62010300 595000 10103 SNOWMOBILE CL	0	0	120,236.21	.00	.00	-120,236.21	100.0%
TOTAL SNOWMOBILE STATE AID	90,000	90,000	120,236.21	.00	.00	-30,236.21	133.6%
0104 ATV STATE AID							
10104 ATV STATE AID							
62010400 511000 10104 ATV SALARIES	20,136	20,136	7,150.84	.00	.00	12,985.16	35.5%
62010400 520000 10104 ATV FRINGE	6,712	6,712	4,891.81	.00	.00	1,820.19	72.9%
62010400 531320 10104 CONTRACTED SE	4,440	4,440	.00	.00	.00	4,440.00	.0%
62010400 571000 10104 ATV MISCELLAN	1,678	1,678	5,719.50	.00	.00	-4,041.50	340.9%
62010400 595000 10104 ATV CLUB EXPE	22,000	22,000	36,386.95	.00	.00	-14,386.95	165.4%
62010400 596001 10104 ATV EQUIPMENT	5,034	5,034	6,172.65	.00	.00	-1,138.65	122.6%
TOTAL ATV STATE AID	60,000	60,000	60,321.75	.00	.00	-321.75	100.5%
0106 FOREST ROAD AID							
10106 FOREST ROAD AID							
62010600 511000 10106 FOREST ROAD S	6,222	6,222	3,782.67	.00	.00	2,439.33	60.8%
62010600 520000 10106 FOREST ROAD F	3,457	3,457	2,658.42	.00	.00	798.58	76.9%

YEAR TO DATE EXPENDITURE REPORT

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62010600 571000 10106 FOREST ROAD M	13,826	13,826	27,920.58	.00	.00	-14,094.58	201.9%
62010600 596000 10106 FOREST ROAD E	11,060	11,060	3,683.66	.00	.00	7,376.34	33.3%
TOTAL FOREST ROAD AID	34,565	34,565	38,045.33	.00	.00	-3,480.33	110.1%

0108 COUNTY FORESTRY

62010800 511000 CO FORESTRY SAL AN	311,016	311,016	142,440.88	.00	.00	168,575.12	45.8%
62010800 511001 CO FORESTRY PER DI	3,600	3,600	2,434.75	155.79	.00	1,165.25	67.6%
62010800 520000 CO FORESTRY FRINGE	174,657	174,657	76,681.92	10.72	.00	97,975.08	43.9%
62010800 531010 CO FORESTRY AUDITI	1,700	1,700	.00	.00	.00	1,700.00	.0%
62010800 531320 CONTRACTED SERVICE	5,000	5,000	4,519.05	.00	.00	480.95	90.4%
62010800 531321 REGENERATION CONT	45,000	45,000	35,197.00	.00	.00	9,803.00	78.2%
62010800 551000 CO FORESTRY INSURA	8,500	8,500	.00	.00	.00	8,500.00	.0%
62010800 552001 CO FORESTRY TELEPH	2,500	2,500	1,567.97	145.55	.00	932.03	62.7%
62010800 554001 PRINTING ALLOCATIO	900	900	403.99	.00	.00	496.01	44.9%
62010800 555000 CO FORESTRY TRAVEL	2,000	2,000	759.00	.00	.00	1,241.00	38.0%
62010800 560000 CO FORESTRY OFFICE	1,500	1,500	651.59	.00	.00	848.41	43.4%
62010800 571000 CO FORESTRY MISCEL	35,000	35,000	26,753.18	734.46	.00	8,246.82	76.4%
62010800 591000 CO FORESTRY DEPREC	70,000	70,000	.00	.00	.00	70,000.00	.0%
62010800 596001 CO FORESTRY EQUIPM	35,000	35,000	19,524.17	.00	.00	15,475.83	55.8%
TOTAL COUNTY FORESTRY	696,373	696,373	310,933.50	1,046.52	.00	385,439.50	44.7%

0109 PARKS

62010900 511000 PARKS SALARIES AND	92,717	92,717	47,679.51	.00	.00	45,037.49	51.4%
62010900 511001 PARKS PER DIEM	1,000	1,000	.00	.00	.00	1,000.00	.0%
62010900 520000 PARKS FRINGE	40,721	40,721	23,711.93	.00	.00	17,009.07	58.2%
62010900 531320 CONTRACTED SERVICE	10,000	10,000	.00	.00	.00	10,000.00	.0%
62010900 551000 PARKS INSURANCE	4,000	4,000	.00	.00	.00	4,000.00	.0%
62010900 552001 PARKS TELEPHONE	300	300	246.92	.00	.00	53.08	82.3%
62010900 554001 PRINTING ALLOCATIO	800	800	314.21	.00	.00	485.79	39.3%
62010900 555000 PARKS TRAVEL TRAIN	400	400	.00	.00	.00	400.00	.0%
62010900 560000 PARKS OFFICE SUPPL	1,000	1,000	255.23	.00	.00	744.77	25.5%
62010900 570000 PARKS RECREATIONAL	15,000	15,000	.00	.00	.00	15,000.00	.0%
62010900 571000 PARKS MISCELLANEOU	8,000	8,000	9,275.87	29.00	.00	-1,275.87	115.9%
62010900 596001 PARKS EQUIPMENT AL	20,000	20,000	21,337.35	.00	.00	-1,337.35	106.7%
TOTAL PARKS	193,938	193,938	102,821.02	29.00	.00	91,116.98	53.0%

0110 FORESTRY BUILDING

YEAR TO DATE EXPENDITURE REPORT

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62011000 511000 FORESTRY BUILDING	0	0	6,759.04	.00	.00	-6,759.04	100.0%
62011000 520000 FORESTRY BUILDING	0	0	4,505.51	.00	.00	-4,505.51	100.0%
62011000 531320 CONTRACTED SERVICE	6,200	6,200	.00	.00	.00	6,200.00	.0%
62011000 571000 FORESTRY BUILDING	12,000	12,000	12,002.17	75.79	.00	-2.17	100.0%
62011000 596001 FORESTRY BUILDING	3,000	3,000	839.38	.00	.00	2,160.62	28.0%
TOTAL FORESTRY BUILDING	21,200	21,200	24,106.10	75.79	.00	-2,906.10	113.7%
0112 LAND AGENT							
62011200 511000 LAND AGENT SALARIE	9,043	9,043	3,252.76	.00	.00	5,790.24	36.0%
62011200 511001 LAND AGENT PER DIE	200	200	.00	.00	.00	200.00	.0%
62011200 520000 LAND AGENT FRINGE	4,380	4,380	1,602.47	.00	.00	2,777.53	36.6%
62011200 551000 LAND INSURANCE	650	650	.00	.00	.00	650.00	.0%
62011200 552001 LAND AGENT TELEPHO	200	200	141.11	.00	.00	58.89	70.6%
62011200 554001 PRINTING ALLOCATIO	500	500	179.54	.00	.00	320.46	35.9%
62011200 560000 LAND OFFICE SUPPLI	500	500	145.84	.00	.00	354.16	29.2%
62011200 571000 LAND AGENT MISCELL	500	500	.00	.00	.00	500.00	.0%
62011200 596001 LAND AGENT EQUIPME	1,000	1,000	1,139.40	.00	.00	-139.40	113.9%
TOTAL LAND AGENT	16,973	16,973	6,461.12	.00	.00	10,511.88	38.1%
0113 BEAVER							
62011300 532000 BEAVER EXPENDITURE	5,500	5,500	5,761.39	.00	.00	-261.39	104.8%
TOTAL BEAVER	5,500	5,500	5,761.39	.00	.00	-261.39	104.8%
0114 FORESTRY EQUIPMENT							
62011400 511000 EQUIPMENT SALARIES	0	0	7,189.05	.00	.00	-7,189.05	100.0%
62011400 520000 EQUIPMENT FRINGE	0	0	4,810.72	.00	.00	-4,810.72	100.0%
62011400 543000 EQUIPMENT REPAIR A	0	0	15,839.15	.00	.00	-15,839.15	100.0%
62011400 562001 EQUIPMENT FUEL	0	0	19,076.77	.00	.00	-19,076.77	100.0%
62011400 571000 EQUIPMENT MISCELLA	0	0	62.50	.00	.00	-62.50	100.0%
62011400 596001 EQUIPMENT EQUIPMEN	0	0	-64,328.27	.00	.00	64,328.27	100.0%
TOTAL FORESTRY EQUIPMENT	0	0	-17,350.08	.00	.00	17,350.08	100.0%

YEAR TO DATE EXPENDITURE REPORT

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0115 PHOTO							
62011500 561410 PHOTO EXPENDITURE	10,626	10,626	.00	.00	.00	10,626.00	.0%
TOTAL PHOTO	10,626	10,626	.00	.00	.00	10,626.00	.0%
0116 PD GRT AND PARKS IMPROVEMENTS							
62011600 571000 PARKS IMPROVE -MIS	112,929	112,929	.00	.00	.00	112,929.00	.0%
TOTAL PD GRT AND PARKS IMPROVEMEN	112,929	112,929	.00	.00	.00	112,929.00	.0%
0117 MISC DAM							
62011700 520000 MISC DAM FRINGE	6,469	6,469	.00	.00	.00	6,469.00	.0%
TOTAL MISC DAM	6,469	6,469	.00	.00	.00	6,469.00	.0%
0185 FOREST ACCESS PLAN							
62018500 511000 FOREST ACCESS SALA	0	0	2,028.72	.00	.00	-2,028.72	100.0%
62018500 520000 FOREST ACCESS FRIN	0	0	1,219.93	.00	.00	-1,219.93	100.0%
62018500 571000 FOREST ACCESS MISC	49,060	49,060	15,786.29	1,632.00	.00	33,273.71	32.2%
62018500 596000 FOREST ACCESS EQUI	0	0	2,379.29	.00	.00	-2,379.29	100.0%
TOTAL FOREST ACCESS PLAN	49,060	49,060	21,414.23	1,632.00	.00	27,645.77	43.6%
0241 CCF- MISCELLANEOUS							
62024100 511000 CCF MISC WAGES AND	0	0	224.60	.00	.00	-224.60	100.0%
62024100 520000 CCF MISC FRINGE	0	0	163.92	.00	.00	-163.92	100.0%
62024100 571000 CCF- MISCELLANEOUS	3,219	3,219	553.99	.00	.00	2,665.01	17.2%
62024100 596001 EQUIPMENT ALLOCATI	0	0	458.88	.00	.00	-458.88	100.0%
TOTAL CCF- MISCELLANEOUS	3,219	3,219	1,401.39	.00	.00	1,817.61	43.5%

YEAR TO DATE EXPENDITURE REPORT

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0245 RUFF GROUSE							
62024500 571000 RUFF GROUSE MISCEL	5,577	5,577	.00	.00	.00	5,577.00	.0%
TOTAL RUFF GROUSE	5,577	5,577	.00	.00	.00	5,577.00	.0%
0261 UNDERDOWN IMPROVEMENTS - HORSE							
10083 HORSE - PASS THRU GRANT							
62026100 571000 10083 MISCELLANEOUS	6,785	6,785	.00	.00	.00	6,785.00	.0%
TOTAL UNDERDOWN IMPROVEMENTS - HO	6,785	6,785	.00	.00	.00	6,785.00	.0%
0263 SUSTAINABLE FORESTRY GRANT							
10086 SUSTAINABLE FORESTRY GRANT							
62026300 511000 10086 SUSTAINABLE F	0	0	313.72	.00	.00	-313.72	100.0%
62026300 520000 10086 SUSTAINABLE F	0	0	115.61	.00	.00	-115.61	100.0%
62026300 571000 10086 SUSTAINABLE F	54,750	54,750	7,155.20	.00	.00	47,594.80	13.1%
62026300 596001 10086 SUSTAINABLE E	0	0	442.79	.00	.00	-442.79	100.0%
TOTAL SUSTAINABLE FORESTRY GRANT	54,750	54,750	8,027.32	.00	.00	46,722.68	14.7%
0265 RECREATION OFFICER - GRANT							
10090 REC OFFICER - GRANT							
62026559 598000 10090 TRANSFER OUT	76,045	76,045	.00	.00	.00	76,045.00	.0%
TOTAL RECREATION OFFICER - GRANT	76,045	76,045	.00	.00	.00	76,045.00	.0%
0268 SUST GARLIC MUSTARD GRT							
10197 SUSTAINABLE GARLIC MUSTARD GRT							

YEAR TO DATE EXPENDITURE REPORT

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62026800 571000 10197 RC&D EXPENDIT	0	0	12,124.00	.00	.00	-12,124.00	100.0%
TOTAL SUST GARLIC MUSTARD GRT	0	0	12,124.00	.00	.00	-12,124.00	100.0%
TOTAL FORESTRY	1,510,601	1,510,601	1,373,184.55	61,477.27	.00	137,416.45	90.9%
TOTAL EXPENSES	1,510,601	1,510,601	1,373,184.55	61,477.27	.00	137,416.45	
GRAND TOTAL	1,510,601	1,510,601	1,373,184.55	61,477.27	.00	137,416.45	90.9%

** END OF REPORT - Generated by Samantha Fenske **

LINCOLN COUNTY PROPERTIES FOR SALE – October 2023

The required Bid and Purchase Agreement must be used to bid on these parcels

MINIMUM BID

TOWN OF BRADLEY

PARCEL #3-23:

\$35,000

Lots Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), in Block Three (3) of the Plat of Bradley, Town of Bradley, Lincoln County, Wisconsin.

(N11619 County Rd Y)

lot

P.I.N. 004-3506-094-9992

TOWN OF HARRISON

PARCEL #9-23:

\$17,000

A Parcel of land located in the Government Lot 2 lying North of W Seven Island Lake Dr. The West line of said parcel being the East line of CSM 2629 as D0527487, the North line being the South line of CSM 1770 as D0433354 and the East line being the West line of CSM 2151 as D0469679, located in Government Lot 2, Section 15, Township 34 North, Range 8 East, Town of Harrison, Lincoln County Wisconsin.

(W Seven Island Lake Drive)

2.20 acres

P.I.N. 010-3408-154-9984

TOWN OF SOMO

PARCEL #12-23:

\$29,000

All that part of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) and Northeast Quarter of the Southeast Quarter (NE¼ SE¼), Section Four (4), Township Thirty-five (35) North, Range Four (4) East, Town of Somo, Lincoln County, Wisconsin, more particularly described as follows: Commencing at the East Quarter Corner of said Section; thence N 18° 27' W, 72 feet to an iron pipe on the Northeasterly line of the 66 foot easement road; thence N 45° 44' W, 120 feet along the Northeasterly line of said easement road to an iron pipe, being the Point of Beginning; thence continuing along said Northeasterly line N 45° 44' W, 660 feet to an iron pipe; thence S 37° 39' W, 590.3 feet to an iron pipe near the Easterly bank of the Big Somo River; thence along the Easterly bank of the River S 4° 54' E, 336.7 feet to an iron pipe; thence S 37° 23' E, 248.2 feet to an iron pipe; thence S 60° 32' E, 105 feet to an iron pipe; thence S 44° 45' E, 136.6 feet to an iron pipe; thence leaving said Easterly bank N 34° 07' E 831.2 feet to the Point of Beginning. The above lateral lot lines extend to the River. Also Known As Lots Twenty (20) & Twenty-one (21) of Unrecorded Plat of Somo View.

(Garvin Pl)

12.80 acres

P.I.N. 028-3504-041-9990

CITY OF TOMAHAWK

PARCEL #14-23:

\$18,000

Lot Two (2) of Certified Survey Map Number 1079 in Volume 5 of Certified Surveys, Page 197 as Document Number 360438. Being a part of the Assessor's Plat Number 151 of the City of Tomahawk, in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section Three (3), Township Thirty-four (34) North, Range Six (6) East, City of Tomahawk, Lincoln County, Wisconsin.

(655 Southgate Dr)

Lot

P.I.N. 286-3406-031-0153

Any special assessment, judgment or lien shall be the liability of the purchaser.

All sales shall be by sealed bid specifying a fixed dollar amount. Each bid shall be accompanied by a cashier's check or money order, in the amount of 10% of the bid, made payable to the Lincoln County Forestry, Land and Parks Department. Deposits of the unsuccessful bidders shall be returned. The deposit of the successful bidder shall be retained as down payment, with balance due to be paid within 30 days after notice of acceptance. Bidders acknowledge that failure to make payment within 30 days after notice of acceptance is mailed shall result in a forfeiture of your deposit without further notice or legal recourse. If the successful bidder defaults on the property purchase, at Forest Administrator's discretion, it will be offered to the next eligible successful bidder on the property on the same terms and conditions. If the 2nd eligible bidder declines or defaults on the purchase, the parcel will again be offered for sale when practicable. All conveyances are by Quit Claim Deed. The Committee reserves the right to reject any and all bids and accept the bid most advantageous to the County, every bid less than the minimum bid established shall be rejected. Properties are sold in "as is, where is" condition. Any maps provided by Lincoln County show approximate location of boundaries. Lincoln County makes no warrant as to boundaries or acreages or any other matters on properties offered for sale.

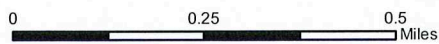
Bids must be submitted on Lincoln County's Bid and Purchase Agreement Form.

Mail bids to: Lincoln County Forestry, Land and Parks Department, 801 N. Sales Street, Suite 106, Merrill, WI 54452 in an envelope clearly marked "**LAND BID – PARCEL #_____**".

Sealed bids will be accepted at the department office until noon **on October 6, 2023**, and opened at a meeting of the Lincoln County Forestry, Land and Parks Committee on October 9, 2023 at 9:00 a.m. in Conference Room 257, Lincoln County Service Center, 801 N. Sales Street, Merrill, Wisconsin.

For further information, contact the Lincoln County Forestry, Land and Parks Department at (715) 539-1034. Lincoln County Forestry, Land and Parks Committee: Norbert Ashbeck, William Bialecki, Greg Hartwig, Don Wendorf, Kenneth Wickham.

ATV Trail Proposal 1



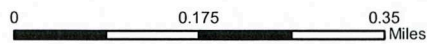
The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field verified information. This map may be reproduced with permission of the Lincoln County Forestry, Land, and Parks Dept. Errors should be reported using the contact information provided below.

Lincoln County Forestry, Land, and Parks Dept.
801 N Sales St, Suite 106, Merrill, WI 54452
715-539-1034

ATV Trail Proposal 2



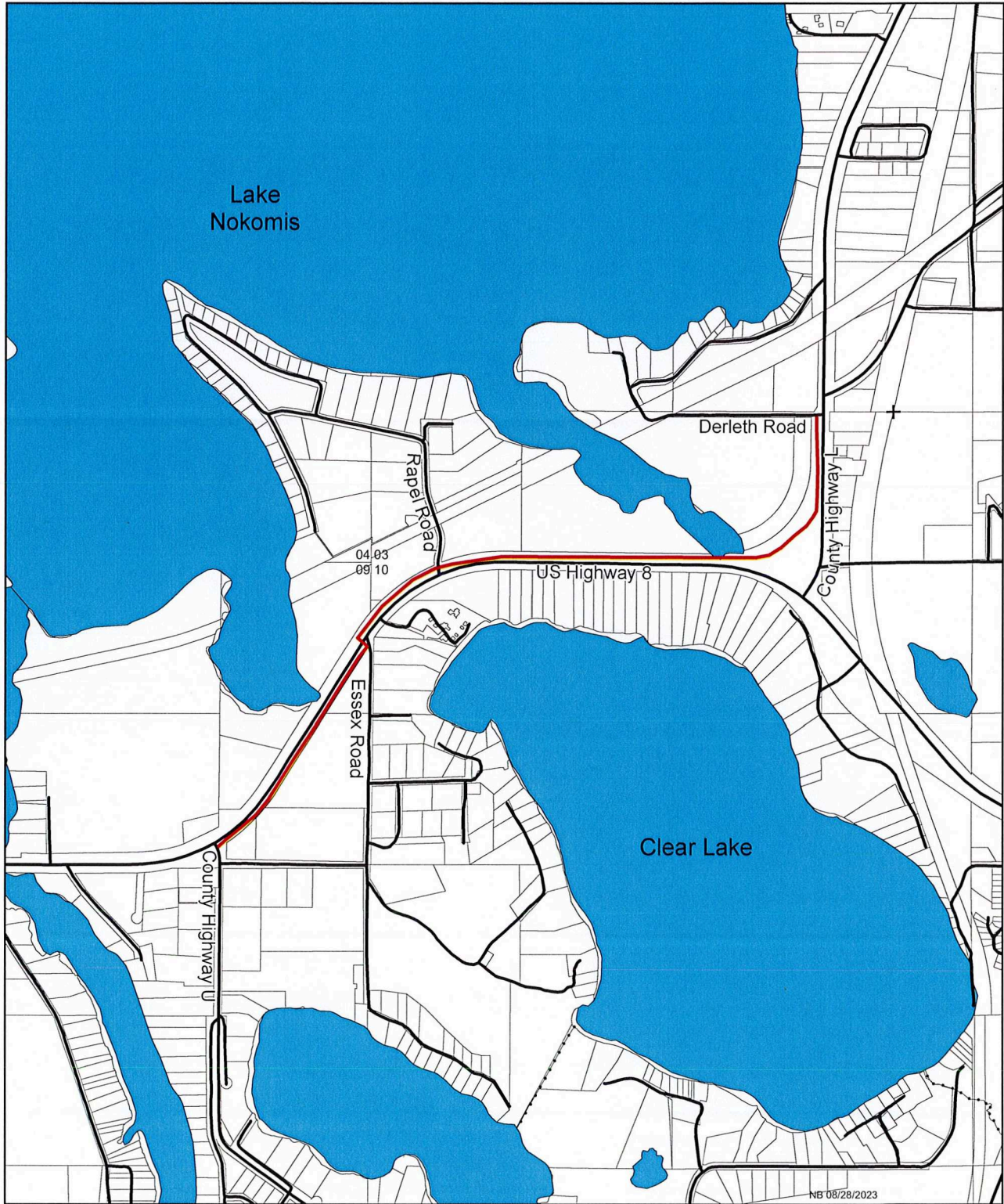
NB 08/28/2023



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Lincoln County Forestry, Land, and Parks Dept.
801 N Sales St, Suite 106, Merrill, WI 54452
715-539-1034

ATV Trail Proposal 3



04.03
09.10

NB 08/28/2023



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Lincoln County Forestry, Land, and Parks Dept.
801 N Sales St, Suite 106, Merrill, WI 54452
715-539-1034

LINCOLN COUNTY FORESTRY, LAND & PARKS DEPARTMENT

**Lincoln County Service Center
801 N. Sales Street, Suite 106
Merrill, WI 54452
Phone: 715-539-1034
Fax: 715-539-8091**

**TRAIL USE PERMISSION
For ORGANIZED EVENT**

Lincoln County Forestry, Land & Parks Department hereby has given permission to Ironbull Inc. to sponsor an organized event on:

October 13 and 14, 2023

This permit includes prepping the location by cutting tall grass/weeds and pruning branches from the race course on the Averill Creek fire lane. Ironbull Inc. may utilize a Porta-Potty on Averill Creek fire lane for the event. A key agreement will also be issued for opening and closing the gate by Trapper Morrison Flowage. Ironbull Inc. will ensure all trash has been removed and trail markers taken down. Ironbull Inc. will provide the Lincoln County Forestry, Land and Parks Department with proof of insurance coverage.

The User (Ironbull Inc.) assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, 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 under this Permit or in connection with any action or omission of the User, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

Representative of Ironbull Inc.

Date

Dean Bowe
County Forest Administrator

Date

Name: Brian and Donna Moore
Address: 1461 Jenifer Ct
Sun Prairie, WI 53704
Phone: 608-358-6566, 815-519-1218

ACCESS PERMIT
Forestry, Land & Parks Department
Lincoln County Service Center
801 N. Sales Street, Suite 106
Merrill, WI 54452
(715) 539-1034

This access permit is entered into by and between the County of Lincoln, hereinafter referred to as "Owner" and **Brian and Donna Moore**, hereinafter referred to as "Permittee", for the sole purpose of obtaining ingress and egress across the following described land in Lincoln County, Wisconsin, as indicated on the attached map, for the sole purpose of accessing Permittee's property.

Legal Description of property accessed: W1/2 of the fractional NE1/4, NE1/4 Section 1, T35N-R5E, Town of Wilson, Lincoln County, WI. See attached map showing access route.

Fire Address: W7503 Hess Road. Hess Road is a town road extending approximately 1/2 mile east from the intersection of Old 8 Road. This permit does not include Hess Road.

It is understood by the Owner and the Permittee that this permit is subject to the following conditions:

1. The permit fee is **100.00**. It is non-transferable and solely for the accommodation of Permittee and members of their household. If additional time and material is required to establish access site, the Permittee agrees to reimburse the County for said expense.
2. Access way improvements and upgrading must be approved, must follow Best Management Practices for Water Quality guidelines and will be supervised by the Lincoln County Forest Administrator. Prior notification of ten (10) days is required before work starts. This permit does not cover the installation of utilities.
3. If the Owner determines that further use of the above-described property by the Permittee is not in the best interest of the Owner, for whatever reason, the Owner reserves the right to retain permit fee and cancel this permit by thirty (30) days written notice to the Permittee by the Owner.
4. The accessway width is to be no greater than 20 feet.
5. No cutting or trimming of trees shall be done without the prior approval of the Owner.
6. Present and future forest management, timber sales, timber stand improvement, reforestation, or other forest or recreational activity shall be of high priority of the Owner and in no way should be hindered by this agreement. Permittee agrees to allow ingress and egress on existing road as illustrated on attached map for purpose of forest management.
7. All stumps, slash, waste materials and other debris resulting from the permitted land use shall be disposed of by Permittee as directed by the Owner.
8. The Permittee shall maintain the area under this permit in a safe and environmentally sound condition at all times, causing no obstruction to free and uninhibited use by the public.

9. No gates, signs, or other property of the Permittee will be allowed on the Owner's land without Owner's permission.
10. Gates on the Owner's property, installed by the Owner, must remain closed at all times, except for entry and exit, but may be opened with permission of the County Forest Administrator when frozen conditions exist. If keys to gates are required, a key holder agreement must be signed.
11. This land-use agreement does not extend to the Permittee any permission to use County Forest Land for personal use or to store equipment, lumber, or other miscellaneous items. In addition, the access provided under this permit is not to be used to gain access to a place of business. The permittee is limited to one seasonal dwelling and the dwelling or any out building cannot be used for commercial purposes.
12. At the Owner's discretion, the Permittee agrees to reimburse the Owner or remediate any property damage to the subject property that may arise from construction, maintenance, or use of the described lands.
13. This permit does not give the Permittee, its members or agents, any rights pertaining to hunting or trapping; said rights remain under the control of the Owner. Hunting during ingress and egress by vehicle, if accessway is gated, will be grounds for cancellation of this permit. In addition, if access way is gated, motorized use of the County Forest in this area is prohibited except for ingress and egress.
14. The Owner continues full ownership of the improved access and land; however, it shall not be liable for maintenance or upkeep of the road. The access road may become impassable due to seasonal or other conditions.
15. The Permittee agrees to waive any rights to any declaration of ownership or interest in the accessway on the Owner's land.
16. Should the general intended use for which this permit was granted be changed or altered, or if the conditions set forth in this permit are violated, this permit shall be automatically null and void by action of the Lincoln County Forest Administrator. Intended use: **Personal motorized access to property and dwelling. Logging access or other heavy equipment/truck activity will require additional approval from the Owner.**
17. The Permittee agrees to protect, indemnify, and save harmless the Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, including attorney's fees, by reason of loss or damage to any property or bodily injury, including death, to any person whatsoever, that may arise from the construction and placement of objects on described lands and from the maintenance or use of the described land, and the Permittee shall defend the Owner in any such action or claim upon request of the Owner.

Permittee

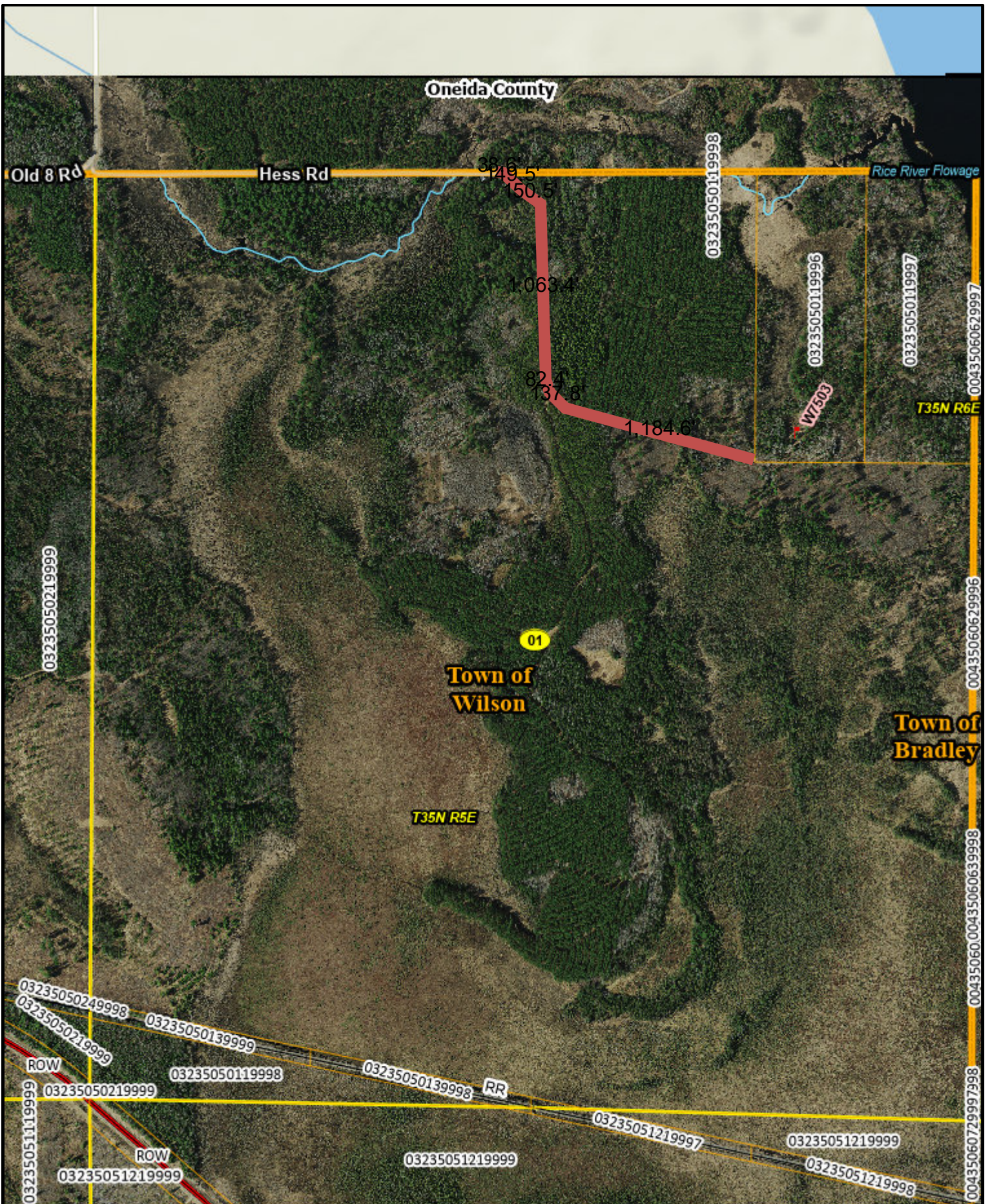
Date

Permittee

Date

Dean Bowe, Administrator

Date



Moore Access Permit Map

Author: Dean Bowe
 Date Printed: 9/29/2023



DISCLAIMER: The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field-verified information. Errors should be reported to Land Services Department, 801 North Sales St, Merrill, WI, 54452. Phone (715) 539-1087.

Lincoln County Forestry, Land & Parks Department
Lincoln County Service Center
801 N. Sales Street, Suite 106
Merrill, WI 54452

Phone (715) 539-1034

Fax (715) 539-8091

Contract No.: _____
Effective Date: _____
Expiration Date: _____
Security: _____
(Bond or ILOC, Expiration and Amount)

TIMBER SALE CONTRACT

This Contract is made by and between the Forestry, Land and Parks Committee of the Lincoln County Board of Supervisors, Lincoln County, Wisconsin hereinafter called the "Seller", and _____ of _____, hereinafter called the "Purchaser". For purposes of implementing this Contract, the "County Representative" shall be the Forestry, Land and Parks Department Administrator or his/her designee.

The Seller hereby authorizes the Purchaser to cut and remove all wood products designated by the Seller on the land described on the Contract map(s) or diagrams (including specifications) attached hereto and made a part thereof.

The Seller and the Purchaser mutually agree that this Contract is subject to the following conditions:

1. CONTRACT PERIODS, EXTENSIONS, VIOLATIONS AND TERMINATIONS

- a. **COMMENCEMENT.** Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under this Contract. The Contract will be considered void (or terminated) if the Purchaser does not provide all requested documentation within 30 days of awarding the Contract and the Seller may retain all securities deposited.
- b. All work under this Contract shall be completed to the satisfaction of the Seller between the signing of the Contract by both Parties and expiration date as listed above, for time is of the essence. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract, however, limited extensions deemed necessary may be granted at the sole discretion of the Seller. All stumpage rates will increase five percent (5%) for first extension and all stumpage rates will increase an additional ten percent (10%) for second extension. The Contract period including extensions may not exceed four (4) years, unless extenuating circumstances exist. If the circumstances are deemed reasonable, additional extensions may be granted for one-year periods with stumpage rates for extension to be set by Seller. Stumpage will be invoiced at the rate in effect at the time wood is scaled. (See Contract map for special conditions and rates).
- c. The Seller may terminate or temporarily suspend this Contract for a breach of any Contract provision or any reason deemed necessary by the Seller by giving the Purchaser, or other persons operating in sale area, verbal or written notice thereof. In the case of a verbal notice, a written notice will follow within three (3) working days. Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property.

No waiver of any default by Purchaser hereunder shall be implied from any omission by Seller to take action on account of such default or breach if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and extent therein stated. One or more waivers of any term or condition of this Contract shall not be construed as a waiver of a subsequent breach of the same term or condition.

- d. Should the Purchaser enter into more than one timber sale contract, all of the timber sale contracts entered into by and between the Purchaser and Seller shall be considered as one general contract consisting of subunits relating to different sites. A notice of non-compliance with respect to any one site shall constitute notice as to all sites, and the Purchaser shall forthwith cease operations at all sites until Purchaser receives written authorization to resume activity in accordance with the procedures set forth herein. Upon failure of the Purchaser to live up to this Contract, all security deposited may be retained at Seller's discretion.

2. INTENT TO BID

All Bidders must file a declaration of intent to bid, unless previously filed, on forms provided by the Seller. These forms will be due before the date of the bid openings.

3. PERFORMANCE BOND AND PAYMENT SCHEDULE

- a. At the time of bidding, the Purchaser must deposit cash, cashier's check, personal check, or money order in the amount of at least 25% of the bid for this Contract. Cash deposits or acceptable checks may be replaced with an acceptable irrevocable letter of credit as a performance bond. In such cases, the irrevocable letter of credit must be received within 15 days of bid opening. A separate irrevocable letter of credit is required for each contract awarded. If the Seller determines there is a breach of any condition, then, at the discretion of the Seller, all of the deposit or any portion thereof shall be forfeited to the Seller as liquidated damages. Before returning any portion of the deposit to the Purchaser, the Seller shall have sixty (60) days from the time it receives notice of completion to inspect the premises to determine if the contract has been performed as required under this Contract. The Seller can also exercise its right to seek actual damages exceeding the amount of the Contract deposit.
- b. If timber or other forest products not specifically described in this Contract or not designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller'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.
- c. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver or breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
- d. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- e. The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:
 - (1) The Purchaser's bid value of timber not cut and/or removed under this Contract.
 - (2) Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization under or in violation of this Contract.
 - (3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
 - (4) All costs of resale of timber not cut and removed as required under this Contract.

The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.

- f. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the Seller.
- g. **PAYMENT INSTRUCTIONS:** All stumpage payments will be cash, personal check, cashier's check or money order. Accurate mill scale slips and trucker copies of lockbox tickets must be provided to the Seller no later than five (5) business days following mill delivery. On receipt of the mill scale slip, the Seller will invoice the scale, and payment must be received from Purchaser within thirty (30) days of date of invoice. Each payment should be identified by Contract number(s) and invoice number(s). Payment not received 30 days after invoice date will be considered overdue. Payments not received within 30 days of date of invoice will be assessed a finance charge of 1% per month on all late scale or invoices. Deferred payment wood requires advance agreement between the Seller and the Purchaser. Payments of forest product removed in the deferred payment manner are to be paid within ten (10) days after mill payment is received by the Purchaser. (Refer to Clause 12).
- h. **REMOVAL WITHOUT PAYMENT.** Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for timber theft, theft, criminal damage to property, and/or a violation of administrative rule or ordinance.
- i. The Purchaser agrees to pay for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached to and made a part of this Contract. Payment shall be in a form acceptable to the Seller.
- j. The volume of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee regarding the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.
- k. **Lump Sum Sales:** Refer to separate Addendum.

4. TITLE TO PRODUCTS AND STUMPAGE

Title to timber cut under this Contract shall remain in the Seller until payment as required in this Contract is received by the Seller or written authorization to cut or remove the timber or forest products has been given by the Seller. The Seller shall bear the risk of loss or damage to the timber until payment to the Seller for the timber or authorization to cut or remove the timber has been granted by the Seller, or damage is caused by the Purchaser or the Purchaser's agents or employees. Forest products remaining on the sale area at the expiration of the Contract or upon breach, revert to the ownership of the Seller without any refund of monies paid, unless the Purchaser has received prior written approval from the Seller.

5. AUTHORIZATION TO RELEASE INFORMATION

Purchaser authorizes any individual, business, or mill receiving forest products from this Contract to release information to the Seller regarding amount, date received, and other relevant information.

6. UTILIZATION

- a. **PULPWOOD PRODUCTS:** All designated trees shall be utilized to one stick (100 inches long) to a four (4) inch small end diameter inside bark (dib), unless otherwise specified. Wood utilized beyond these specifications will be charged at bid rate for all species. If different pulpwood products or species are mixed, the higher stumpage rate will apply unless alternate arrangements are agreed upon by the Seller and the Purchaser.
- b. **SAWLOG PRODUCTS:** Designated softwood species shall be utilized to an eight (8) inch small end diameter inside bark, and hardwood species shall be utilized down to a ten (10) inch small end diameter inside bark,

unless otherwise specified. Product that does not meet sawlog specifications will be utilized as pulpwood. (Refer to Clause 11. e-h)

- c. **BIOMASS PRODUCTS:** Biomass is woody material that is utilized that does not meet pulpwood or sawlog specifications and does not include the forest litter layer, stumps or roots. This product will be charged at a specified rate/ton.
- d. All forest products not paid for at specified stumpage rate are the property of the Seller. This includes, but is not limited to, tops smaller than the utilization specifications for pulpwood products.
- e. All merchantable forest products bulldozed or removed during authorized road, landing or skidway construction must be utilized and paid for at the specified rate. If the species removed during this authorized activity is not listed in the payment schedule attached to and made part of this contract, payment rates will be determined by using the average stumpage rate for that species from the most recent timber sale on the Lincoln County Forest.
- f. Maximum stump height in areas clear-cut and scheduled for replanting shall not exceed six (6) inches. Maximum stump height for all other harvests shall not exceed twelve (12) inches.
- g. All and only the trees designated for cutting on the sale area shall be cut whether it is more or less than the volume listed herein. Any forest product wasted in tops and/or stumps, undesignated trees cut or damaged through negligence, intent, or marked or designated trees left uncut, shall be paid for at a rate no less than the stumpage rate specified or at a rate to be determined by the Seller.
- h. The Purchaser shall be particularly careful not to damage the residual timber stands, including advanced regeneration. Young growth bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the Seller and harvested if merchantable.
- i. The Purchaser agrees to complete all operations on each portion of the sale area or each compartment in a progressive manner, as designated in the cutting requirements.
- j. The Purchaser agrees to remove cut wood product from the sale area in a timely manner which is agreeable to the Seller. Any costs to the Seller because of the Purchaser's noncompliance resulting in the need for entomological, disease, or fire prevention treatment will be charged to the Purchaser at Seller's discretion. The Seller shall give the Purchaser a one (1) day notice before any treatment is to begin.
- k. If harvesting biomass, or harvesting timber to a 2" top or if whole tree skidding or whole tree harvesting operations are used, one out of every 10 trees of average size or larger must be topped at the standard 4" top diameter where they are felled and the tops (or the equivalent amount of woody material) must remain evenly scattered throughout the stand unless otherwise specified.

7. OPERATIONAL SPECIFICATIONS

- a. **INSPECTION:** The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.
- b. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.
- c. In clear-cut areas, all designated trees must be cut concurrently with aspen, unless alternate arrangements are agreed to by the Seller and the Purchaser. In clear-cut areas, all hardwood saplings one (1) inch and over, except oak, butternut, cherry and additional species listed as no cut on the Contract map, must be cut concurrently with the stand or within 30 days thereafter. A penalty of \$50 per acre will be assessed for violation of this provision. Any variations from this standard will be stated on the Contract map.
- d. The Seller must approve skidding method and equipment.

- e. The Seller reserves the rights to establish cutting compartments and designate the sequence in which they will be cut.
- f. Best Management Practices (BMPs) requirements and other Guidelines:
 - (1) 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 Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser’s certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required. Contract maps will show restricted equipment or riparian management zones if they apply.
 - (2) 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 Wisconsin Department of Natural Resources, publication Pub-FR-444-09, unless specifically provided otherwise below. The publication can be found on the Council on Forestry website at: <http://council.wisconsinforestry.org/invasives/forestry>
 - (3) The Purchaser shall comply with all General Guidelines as described in “*Wisconsin’s Forestland Woody Biomass Harvesting Guidelines*” published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise below. The publication can be found on the Council on Forestry website at: <http://council.wisconsinforestry.org/biomass/>
- g. All logging operations may be suspended temporarily, at the discretion of the Seller, for various reasons such as fire prevention, disease prevention, soil protection, residual stand protection, or site use priority. When feasible, dates of prohibited operation will be shown on the Contract map.
- h. For silvicultural management purposes, various tree species may be designated for advanced protection. Special conditions will be on the Contract map. The Purchaser agrees to strictly adhere to this no cut provision.
- i. HRD (Heterobasidion root disease) Prevention and Treatment
 - (1) The Purchaser shall be required to implement the following prevention methods for HRD (Heterobasidion disease) on red, white or jack pine, white spruce or fir sites where management of pine, white spruce or fir is the objective. These sites will be identified on the timber sale map.
 - (2) The Purchaser shall enter this harvest with equipment clean of soil or debris from the previous harvest. In addition, if previous job(s) included entering stands with confirmation of HRD, make sure to clean logging equipment (tires, tracks, cutting head, etc) with pressurized water prior to entering this harvest.
 - (3) If HRD does not exist within the timber sale stand(s), then the following conditions will apply:

The harvest period will be limited to December 15 to March 1 if the average daily temperatures for the 2 weeks prior are below 32°F and remain so for the duration of the cutting period.

OR

If the Purchaser conducts harvesting outside the above periods, the Purchaser shall conduct HRD control work. The Purchaser shall apply an approved fungicide for HRD control to all fresh cut stumps and horizontal wound surfaces of all conifers as follows:

- a. This Contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this Contract. Pesticide Applicators must be certified/licensed by DATCP for this treatment and shall comply with all applicable federal and state laws and regulations concerning the application of pesticides. In the event Applicator becomes noncompliant with such laws and regulations at any time during its performance under this contract they shall immediately cease work under this contract and notify the Lincoln County Forestry Department.

- b. The Applicator shall treat all conifer stumps in areas requiring treatment by the end of each cutting day (within 24 hours of the tree being cut). For a perforated bar method of application, the maximum allowed gap between strips of fungicide/dye will be ¼ inch. All other types of fungicide application must have a total stump coverage of at least 90%.
- c. All conifer stumps in treated areas shall be clear of logging slash to allow for the application and inspection of the approved fungicide.
- d. Applicator shall apply fungicides according to product label directions.
- e. If ‘Cellu-Treat’ is used, the applicator must add a marker dye to the solution to monitor application coverage.
- f. The Purchaser must use extra care during harvesting to minimize damage to residual trees.
- g. The Purchaser will provide the necessary fungicide and dye to carry out this contract requirement.
- h. All leaks and spills of any chemicals are the responsibility of the Applicator and shall be cleaned up and disposed of in accordance with all federal, state, and local laws and regulations.
- i. Applicator shall immediately provide the Lincoln County Forestry Department with notice of any leak or spill of chemicals.
- j. Applicator shall ensure performance of all applications to be safe, competent, and environmentally sound. Applicator shall use and maintain work procedures that will safeguard the public, Lincoln County Forestry Department personnel, and Applicator’s own personnel and which comply with all relevant federal and state laws.
- k. If HRD is discovered in the harvest unit prior to the completion of this sale, a harvest protocol of infected area(s) as outlined below shall be established and all harvest equipment must be cleaned of soil prior to leaving this harvest.

(4) If HRD has been confirmed in the stand being harvested:

In addition to the above requirements, the following Operational Requirements shall apply:

- a. The Purchaser will start the thinning/harvesting in the healthy stands or healthy parts of an infected stand, and move to infected areas only after healthy stands or parts of stands have been completed.
- b. Do not cut any dead trees. Leave dead trees infected with HRD standing to minimize future spore production.
- c. Leave the bottom eight feet of trees that are showing dieback and/or yellowing of the foliage (fader trees) on site to minimize the movement of fruit bodies to uninfected areas of the state.
- d. The Purchaser will clean logging equipment (tires, cutting head, etc.) with pressurized water prior to entering a new uninfected stand.

8. NOTICE OF INTENT TO CUT

The Purchaser shall inform the Seller at least three (3) working days prior to the starting of logging operations or if operations are to be suspended for more than thirty (30) days.

9. SLASH AND DEBRIS DISPOSAL

- a. The Purchaser agrees to comply with State Slash Law (§26.12(b) Wis. Stats.), and with requests regarding forest fire prevention and suppression made by the Seller.
- b. All slash must be removed from grass openings, roads, recreational trails, private lands and below the high watermark of any lake, stream or other water body. (Refer to Contract map).
- c. The Purchaser shall remove, to the satisfaction of the Seller, all waste, trash and debris generated by the Purchaser. Non-compliance will be considered a littering violation.
- d. The Purchaser also agrees to follow all Best Management Practices for Water Quality regarding petroleum spills; that all waste oil, hydraulic oil, antifreeze, fuel or any petroleum products will be disposed of properly and that no petroleum products will be dumped or disposed of on site. Any cleanup costs and liability will be the responsibility of the Purchaser.

10. ROADS, CAMPS, SURVEY CORNERS

- a. Location, construction, and use of logging roads, landings, yarding areas, mill sites, and campsites are subject to advance approval by the Seller. All such areas or facilities used or constructed by the Purchaser must be constructed, maintained and restored prior to termination of the Contract in a manner satisfactory to the Seller. When possible, Contract map will identify timber sale road expectations that will be required prior to sale closure.
- b. No residence, dwelling, permanent structure or improvement shall be established or constructed on the premises. Buildings or equipment not removed from the Seller's property within thirty (30) days after completion cancellation of this Contract shall become property of the Seller and may be removed at the Purchaser's expense.
- c. No skidding onto or decking on any town, county, state or federal roadway right-of-way is permitted unless agreed upon by the Purchaser, municipality involved and the Seller. Said parties must also agree upon access routes to and from such roads. Any damage whatsoever from operation of equipment or decking of wood on or near such roads shall be the liability of the Purchaser.
- d. The Purchaser agrees to pay for the cost of repair or replacement of any bearing trees, survey monuments or accessories that are removed or destroyed or made inaccessible due to Purchaser's activities.

11. SCALING AND CONVERSION FACTORS

- a. All wood hauled under the lockbox system will be mill scaled unless other arrangements are made or required by Seller. The Purchaser must notify the Seller at least two (2) working days in advance if woods scale of forest products is required. Piles must be level and square with at least three (3) cords per pile. Under this system, absolutely no forest products may be removed from the sale area unless they have been scaled and painted by a representative of the Seller. Removal of forest products shall be under either the lockbox ticket method or woods scale method, not both, unless agreed upon by the Seller and the Purchaser.
- b. When two or more species or products having different stumpage rates are mixed, the higher of the rates will apply unless alternate arrangements are agreed upon by the Seller and the Purchaser.
- c. All cordwood volumes are based on unpeeled measure. Unless otherwise specified, a cord is 4 feet X 4 feet X 100 inches. It is agreed that 12.5% will be added to sap peeled volume, 16% for ring-debarked volume and 25% will be added to other machine peeled volume to calculate equivalent unpeeled volume.
- d. All firewood must be woods scaled, unless other arrangements have been made. Wood must be decked properly for scaling.
- e. The Scribner Decimal C Log Rule along with the Official Lake States Grading Rules for Northern Hardwood and Softwood Logs and Tie Cuts shall be used for scaling logs. Variations to this specification will be at the discretion of the Seller.
 - (1) All sawlogs must be separated from pulpwood when decked.
 - (2) If sawlogs are woods scaled, the Purchaser will clearly mark the length of all sawlogs on the small end, or logs must be clearly separated by length, and all small ends must face the landing or road, and logs must be decked neatly.
 - (3) Log decks to be scaled will not exceed six (6) feet in height.
- f. Maximum trim allowance on sawlogs shall be eight (8) inches. Sawlogs overrunning this allowance shall be scaled to the next even foot of scaling measure.
- g. Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
- h. WEIGHT CONVERSIONS: Payment for forest products meeting the pulpwood definition will be billed for at the bid rate per ton based on the mill weight scale. For products that are required to be converted from cords to tons, or tons to cords, payment will be made at the bid rate based on those weight conversions set forth in the DNR handbook. A conversion of 2.4 tons per cord will be used as a standard for mixed hardwood pulp products.

- i. Wood may be pro-rated when market dictates or upon agreement between the Seller and the Purchaser. The Seller has an established policy for pro-rating of wood products.
- j. Whole tree chipping is allowed on eligible sales and upon agreement between the Seller and the Purchaser. The Seller has an established policy on stumpage calculations for whole tree chipping operations. Price per ton for whole tree chipping will be based on the weighted average of the bid price on tree volume with a 4" diameter and larger, with a 50% reduction of the bid price for volume less than 4" in diameter. The entire whole tree chipping policy is available for inspection.

12. LOCKBOX TICKET SYSTEM (LBT)

- a. Tickets can be issued after the Contract is signed. Tickets may be issued for one week's hauling or to the value of 60% of the performance bond, unless other arrangements have been made. Tickets are issued for the contract specified on the lockbox ticket, and shall not be used for any other contract. No slips of paper or facsimiles will be allowed to take the place of a lockbox ticket. Double stumpage will be assessed for any wood hauled without a lockbox ticket.
- b. The Seller shall place a Lockbox on the sale area before any forest products may be moved.
- c. The Purchaser shall provide the Seller with a list of all destinations of forest products to be removed from the sale area. Changes in forest product destination shall be reported before hauling to the new destination.
- d. TRUCK DELIVERY: A list of all truckers that will be hauling forest product from the sale area shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate lockbox tickets. Each lockbox ticket has three (3) copies. At the time a load of forest product leaves the sale area, the appropriate portion of the lockbox ticket marked "box" shall be clearly and completely filled out and deposited IN the lockbox. When transporting forest products from the sale area, the truck driver shall have in his/her possession the "mill" and "trucker" portion of the lockbox ticket applicable to the load. The middle portion of the lockbox ticket marked "mill" shall be detached at the point where the forest product is scaled and attached to a duplicate copy of the scale slip. If the mill does not accept this portion of the ticket, it is the Purchaser's obligation to return it to the Seller with truck portion of lockbox ticket. The third copy of the lockbox ticket marked "trucker" must be returned with scale slip to the Seller at the end of each week.
- e. If the mill scale slip and attached lockbox ticket is not received at the Seller's office within the time frames listed as follows, the subsequent charges may apply: Five dollar (\$5.00) penalty per slip after 14 days of scale date; Ten dollar (\$10.00) penalty per slip after 21 days of scale date; Double stumpage per slip after 30 days of scale date.
- f. Failure to deposit tickets in the lockbox each time a load of cut forest product leaves the sale area shall be considered wood theft. Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for timber theft, theft, criminal damage to property, or a violation of administrative rule or ordinance.
- g. RAIL CAR SHIPMENT TO A MILL: The appropriate portion of the lockbox ticket shall be attached to the bill of lading for the car. At the mill, the lockbox ticket shall be attached to a copy of the scale slip, and then returned to the Seller within seven (7) calendar days. (Refer to Clause 12-d.)
- h. Lockbox tickets must be used for unscaled wood being hauled to a temporary wood yard location. The lockbox ticket must indicate the temporary wood yard name and location, and pile number. The trucker copy of the lockbox ticket must be mailed to the Seller's office at the end of each week. The mill copy of the lockbox ticket must accompany scale. (Refer to Clause 12-e.)
- i. Billing for wood products shipped under the lockbox ticket method will be upon the receiving of mill scale slips at the Seller's office.

- j. All unused lockbox tickets shall be returned to the Seller immediately upon completion or termination of the Contract. There may be a ten dollar (\$10.00) charge for each lost lockbox ticket.

13. INDEMNIFICATION

The Purchaser assumes and agrees to protect, indemnify, and save harmless the Seller (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, 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 under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 7.g. or for breach of this Contract. The Seller further agrees it will exercise no control over the selection and dismissal of the Purchaser's employees.

15. INSURANCE NOTIFICATION

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as a (sole proprietor) independent contractor, as defined in §102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats.
- b. Other insurance requirements.
- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

16. LOGGER TRAINING REQUIREMENTS

Training requirement (effective on sales sold after 1/1/2006)

The Purchaser is responsible for ensuring that one in-woods person actively engaged in performance of this Contract and responsible for the logging site complies with the Wisconsin SFI[®] (Sustainable Forestry Initiative[®]) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website www.fistausa.org/SFI_Workshops.asp or by contacting the Forest Industry Safety & Training Alliance (FISTA). The Purchaser agrees to provide documentation to the Seller that training has been attained prior to initiating sale.

17. NONDISCRIMINATION

In connection with performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; pay rates or other forms of compensation; and selection for training, including 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 Seller setting forth the provisions of this nondiscrimination clause.

18. ASSIGNMENT

The Purchaser is precluded from assigning payment and Contract oversight duties or other performance requirements of this Contract to another. The Purchaser's direction to or contracting with another to complete performance required under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach.

19. ENTIRE CONTRACT

This Contract shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and no modifications of the Contract or waiver of its terms and conditions shall be effective unless made in writing and signed by the parties.

20. CONTRACTING PARTIES

- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.
- b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.

21. FOREST CERTIFICATION

The area encompassed by this timber sale and forest products from this sale including logs or chips of all species are 3rd party certified. Seller's forest certification information and chain of custody can be found at: <http://dnr.wisconsin.gov/topic/timbersales/certification>

22. SOIL DISTURBANCE AND RUTTING

The purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. Excessive soil disturbance (as defined in Thresholds for Soil Disturbances or as determined by Lincoln County Foresters) will not be permitted. If excessive soil disturbance (as defined in Thresholds for Soil Disturbance or as determined by Lincoln County Foresters) occurs in a timber stand or sale area due to poor judgment or poor practices on the part of the operator, the contract holder may be subject to a minimum penalty of \$150.00. Additional charges may be applied based on severity of rutting, amount of area affected by rutting, and/or if contact was made with the operator or contract holder by a Lincoln County or WDNR forester concerning potential rutting. The additional charges will be determined by the Lincoln County Forest Administrator. If a soil disturbance is excessive, the Purchaser will contact the Seller 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. Ruts deeper than the minimum depth and /or shorter than the minimum length (as defined in Thresholds for Soil Disturbance) may also be considered excessive at the discretion of Lincoln County Foresters. Prior to sale completion the Purchaser shall restore soil disturbances to the Seller's satisfaction.

Thresholds for Soil Disturbances

Forest Infrastructure

Soil Disturbances are Excessive if:

Roads, Landings, Skid Trails and General Harvest Area

A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream or lake.

Roads, Landings, and Primary Skid Trails

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.

Secondary Skid Trails and General Harvest Area

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.

23. OTHER CONDITIONS

- a. **DIGGERS HOTLINE.** The Purchaser is responsible to contact the diggers hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities
- b. **OSHA Compliance, Danger trees.** The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

Lincoln County Forestry, Land & Parks Department

SELLER

Dated: _____

By: _____
Lincoln County Forest Administrator

PURCHASER

By: _____
Signature of Individual

Typed Name of Individual

Doing business as _____
Firm Name

Business Address: _____

Phone No.: _____ Fax No.: _____

Cell phone: _____ Email: _____

Timber Sale Contract proposed changes in red:

12. LOCKBOX TICKET SYSTEM (LBT)

a. Tickets can be issued after the Contract is signed. Tickets may be issued for one week's hauling or to the value of 60% of the performance bond, unless other arrangements have been made. Tickets are issued for the contract specified on the lockbox ticket, and shall not be used for any other contract. No slips of paper or facsimiles will be allowed to take the place of a lockbox ticket. ~~Double-stumpage will be assessed for any wood hauled without a lockbox ticket.~~ A penalty of twice the stumpage rate of the wood hauled may be assessed for a first offense of removing any wood from a timber sale without completing and depositing a lockbox ticket in the lockbox. For subsequent offenses, as indicated elsewhere in the contract, a penalty of double mill value shall be assessed.

d. TRUCK DELIVERY: A list of all truckers that will be hauling forest product from the sale area shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate lockbox tickets. Each lockbox ticket has three (3) copies. At the time a load of forest product leaves the sale area, the appropriate portion of the lockbox ticket marked "box" shall be clearly and completely filled out and deposited IN the lockbox. When transporting forest products from the sale area, the truck driver shall have in his/her possession the "mill" and "trucker" portion of the lockbox ticket applicable to the load. The middle portion of the lockbox ticket marked "mill" shall be detached at the point where the forest product is scaled and attached to a duplicate copy of the scale slip. If the mill does not accept this portion of the ticket, it is the Purchaser's obligation to return it to the Seller with truck portion of lockbox ticket. The third copy of the lockbox ticket marked "trucker" must be returned with scale slip to the Seller **by the Purchaser** at the end of each week.

Lincoln County Employee Timesheet

Name: Dean Bowe **Department:** Forestry **Pay Period:**


Employee Number: 197

Representative Status: Nonrepresented

FLSA Status: Exempt **From:** 9/18/2023 **To:** 10/1/2023

9/18	9/19	9/20	9/21	9/22	9/23	9/24	9/25	9/26	9/27	9/28	9/29	9/30	10/1	Hours	Pay Category	FMLA hours
Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun			
8	11	8	8	8.5			6.5	11	8	9.5	9			87.5	Regular:	
							1.5							1.5	Vacation:	
														0	Holiday:	
														0	Paid Sick Allowance:	
														0	Paid Funeral Leave:	
														0	Worker's Compensation:	
8	8	8	8	8	0	0	8	8	8	8	8	0	0	80	TOTAL HOURS PAID	
														0		
														0		
8	11	8	8	8.5	0	0	8	11	8	9.5	9	0	0	89	TOTAL HOURS REPORTED	

I certify that the foregoing is true and correct.



 Employee signature

 Supervisor signature

Mandatory for all employees

GRANT ALLOWABLE EXPENDITURES
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____

COMPLETED BY: _____

APPROVED BY: _____

Lincoln County Employee Timesheet

Name: Dean Bowe

Department: Forestry

Pay Period:

Employee Number: 197

Representative Status: Nonrepresented

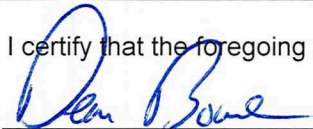
FLSA Status: Exempt

From: 9/4/2023

To: 9/17/2023

9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	9/14	9/15	9/16	9/17	Hours	Pay Category	FMLA hours
Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun			
	8.5	8.5	8	8			11	8.5	9	8.5	8			78	Regular:	
														0	Vacation:	
8														8	Holiday:	
														0	Paid Sick Allowance:	
														0	Paid Funeral Leave:	
														0	Worker's Compensation:	
8	8	8	8	8	0	0	8	8	8	8	8	0	0	80	TOTAL HOURS PAID	
														0		
														0		
8	8.5	8.5	8	8	0	0	11	8.5	9	8.5	8	0	0	86	TOTAL HOURS REPORTED	

I certify that the foregoing is true and correct.



Employee signature

Supervisor signature

Mandatory for all employees

GRANT ALLOWABLE EXPENDITURES

GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____

COMPLETED BY: _____

APPROVED BY: _____

**County Forest Administrator's Report
Department Activity September 2023**

Specific Activities:

- 9/6 A&L meeting
- 9/8 In the field checking on various items
- 9/11 Committee meeting, Town of Bradley meeting discussing ATV trail proposal
- 9/12 WCFA Meeting
- 9/14 Well drilling RFP site visit, River Bend Trail Extension meeting
- 9/19 County Board
- 9/22 Hay Meadow Park Toilet project
- 9/26 New Wood Campground toilet project
- 9/27-28 WCFA Fall Meeting in Hayward
- 9/29 Prairie Dells bridge site with Dan Wendorf and Rod Akey, check well decommissioning by Tug Lake

Fall sale approvals

Work on Snowmobile trail easements

Work on Mission Statement

Work on transfer of real estate resolution for County Board

Work on Bat HCP questions

Work on Hwy 8 ATV trail request

Work on RFP for Hiawatha Trail Resurfacing project

Work on land purchase by Pine Lake Road

Shop crew working on: lawn mowing in parks, twice weekly park/campground cleaning, Tug Lake pavilion maintenance, chlorinate Tug Lake well, ATV trail maintenance, work on Forest Access project north of Hwy CC, replace culverts on forest roads, excavate holes for new vault toilets, remove trees and stumps for ATV trail re-route to Pine Lake Road

Foresters working on fall 2023 sales and summer 2024 sales

General Activities

2022-23 Snowmobile and ATV Grants

Park and Campground Issues

Forest Certification Issues

Tax Delinquent Parcels

County Forest Roads

Contact with Recreational Officer on Issues

Issue Permits

Timber Sale Monitoring and Administration

Recreational Trail Issues

Worked with Public on Issues Brought to Office

Work with Loggers on Issues Brought to Office

Preparation of Information for Committee Meeting

State of Wisconsin
 Department of Natural Resources
 PO Box 7921
 Madison, WI 53707

Enforcement Patrol Monthly Report
 Form 8700-090 (REV 01/19) Page 1 of 2

Notice: This report is due to your Recreational Warden on or before the 10th of each month.

X	ATV (Chapter 23, Wis. Stats.)
0	BOAT (Chapter 30, Wis. Stats.)
0	SNOWMOBILE (Chapter 350, Wis. Stats.)

Name of Patrol:		Lincoln County Sheriff's Office		
County of Patrol		Lincoln		
Month of Patrol		September	Year of	2023
Date	Area patrolled or primary activity	Time of Day (Military)	Citations	Warnings
9/1/2023	Eastern Lincoln County	10:00-22:00	4	2
9/3/2023	Western Lincoln County	21:00-24:00	3	2
9/4/2023	Western Lincoln County	09:00-19:00	0	3
9/12/2023	Northern Lincoln County	08:30-18:30	2	4
9/15/2023	Southern Lincoln County	10:00-22:00	0	0
9/16/2023	Northern Lincoln County	10:00-22:00	1	6
9/17/2023	Western Lincoln County	10:00-20:00	1	1
9/21/2023	Southern Lincoln County	09:00-15:00	0	3
9/22/2023	Eastern Lincoln County	10:00-22:00	3	3
9/23/2023	Eastern Lincoln County	10:00-22:00	0	1
9/26/2023	Southern Lincoln County	09:00-22:00	1	2
9/30/2023	Eastern Lincoln County	08:00-20:00	0	1
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
\	No Activity	\	0	0
Total Number of Citations & Written Warnings			15	28

Enforcement Patrol Monthly Report						Page 2	
Name of Patrol:		Lincoln County Sheriff's Office		County:		Lincoln	
Month:	September	Year	2023				
Purchases				Hours Claimed			
Lease		\$ -		Patrol Hours		108	
Mileage	2164.0	\$ 1,417.42		Exempt Hours		0	
Fuel	0.0	\$ 44.25		Administrative Hours		16	
Oil quarts	0.0	\$ -		Total Hours		124	
Materials, Supplies,		\$ -		Citations	15	Warnings	28
Keep and number all receipts				ATV Patrol Hours per citation		3.724137931	
Total Travel Supply		\$ 1,461.67		Boat Patrol Hours per citation		0	
Expenses supported by daily reports with receipts				SNO Patrol Hours per citation		0	
				Safety Courses Taught		0	
				Students Certified		0	
Recreational Crash / Accident Investigations							
Fatal	0	Reports completed	0	Non-fatal	0	Reports complete	0
Operator name(s)				Operator name(s)			
<p>1. Monthly summary (patrol activity, citations, purchases, etc....)</p> <p>This month was busy with atv traffic. On the 1st an utv was stopped for speed. The operator was cited for speed and arrested for owi. On the 2nd another utv was stopped for speed and arrested and cited for speed, owi, and refuse to take intox test. Had an average number of complaints of atvs and utv speeding and operating on roads closed to such use. Several contacts were made and enforcement action was taken. On the 10th had a two vehicle (utv) crash on the public trail system. No injuries were reported and the investigation continues. After paperwork on the 26th went on patrol and observed an atv with no lights illuminated, no rear plate, and passenger on atv not intended. Traffic stop was initiated and the atv failed to stop. After approximately 6.3 mile pursuit on a town road and the county forest the pursuit the atv stashed in the brush on county land. As of date of this report the suspects are known now need to locate them. Law enforcement action will then be taken.</p>							
<p>2. List expenses and repairs.</p>							

No costly expenses.

All Patrols (Training)

Prior to attending Training, it must be pre-approved by RSW. All training for which the patrol wishes to be reimbursed must be recorded in daily reports and supported with receipts or vouchers for any expenses such as tuition, mileage, meals, or hotel. Additionally, each Officer claiming training hours must work some hours for the patrol during the season in which the training is completed.	Training Hours
	0
	0
	0

Boat Patrol Only (Monthly report summary)

Violations	Citations	Warnings	Other Contacts		Officer Training Report # attending	
Wearable PFDs	0	0	Comp & Safety Inspect	0	New Boat Officer	0
Type IV PFDs	0	0	Search and Rescue	0	Accident Invest	0
Fire Extinguisher	0	0	Persons Assisted	0	Drug Recognition	0
Visual Distress Signal	0	0	Vessels Assisted	0	Other	0
Sound Producing Device	0	0	Patrol has #Boats	0	Other	0
OWI	0	0	Boats w/LE Radios	0		
Negligent Operation	0	0	Squads boat patrol only	0		
Navigation Rules	0	0	Media Contacts	0		
Mandatory Wear PFD	0	0	PSA Releases	0		
Reg Numbering Violations	0	0	DNR Safety Course taught			
other	0	0	Number of Courses	Students certified		
other	0	0	0	0		
Total	0	0				

I hereby certify the information on this form is true and correct.

Report Prepared By	Signature (not required)	Date
0		

State of Wisconsin Department of Natural Resources PO Box 7921 Madison, WI 53707	Enforcement Patrol Monthly Report Form 8700-090 (REV 01/19) Page 1 of 2
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Notice: This report is due to your Recreational Warden on or before the 10th of each month.	0	ATV (Chapter 23, Wis. Stats.)
	X	BOAT (Chapter 30, Wis. Stats.)
	0	SNOWMOBILE (Chapter 350, Wis. Stats.)

Name of Patrol:	Lincoln County Sheriff's Office		
County of Patrol	Lincoln		
Month of Patrol	September	Year of	2023

Date	Area patrolled or primary activity	Time of Day (Military)	Citations	Warnings
9/2/2023	Northern Lincoln County	11:00-21:00	3	7
9/3/2023	Northern Lincoln County	11:00-23:00	1	1
9/9/2023	Southern Lincoln County	10:00-22:00	0	0
	No Activity	/	0	0
	No Activity	/	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
	No Activity	\	0	0
Total Number of Citations & Written Warnings			4	8

Enforcement Patrol Monthly Report						Page 2	
Name of Patrol:		Lincoln County Sheriff's Office		County:		Lincoln	
Month:	September	Year	2023				
Purchases				Hours Claimed			
Lease		\$ -		Patrol Hours		30	
Mileage	469.0	\$ 307.20		Exempt Hours		0	
Fuel	0.0	\$ -		Administrative Hours		4	
Oil quarts	0.0	\$ -		Total Hours		34	
Materials, Supplies,		\$ -		Citations	4	Warnings	8
Keep and number all receipts				ATV Patrol Hours per citation		0	
Total Travel Supply		\$ 307.20		Boat Patrol Hours per citation		3.75	
Expenses supported by daily reports with receipts				SNO Patrol Hours per citation		0	
				Safety Courses Taught		0	
				Students Certified		0	
Recreational Crash / Accident Investigations							
Fatal	0	Reports completed	0	Non-fatal	0	Reports complete	0
Operator name(s)				Operator name(s)			
<p>1. Monthly summary (patrol activity, citations, purchases, etc....)</p> <p>This month over the holiday weekend was able to get out on the boat and made a good number of contacts. After the holiday weekend passed for the most part patrolled mainly for atv violations. Violations for this month included slow no wake violations, no boater safety, expired reg, and no pfd on pwc.</p>							
<p>2. List expenses and repairs.</p>							

No costly expenses.

All Patrols (Training)

Prior to attending Training, it must be pre-approved by RSW. All training for which the patrol wishes to be reimbursed must be recorded in daily reports and supported with receipts or vouchers for any expenses such as tuition, mileage, meals, or hotel. Additionally, each Officer claiming training hours must work some hours for the patrol during the season in which the training is completed.

Training Hours
0
0
0
0

Boat Patrol Only (Monthly report summary)

Violations	Citations	Warnings	Other Contacts		Officer Training Report # attending	
					New Boat Officer	Other
Wearable PFDs	2	0	Comp & Safety Inspect	0	New Boat Officer	0
Type IV PFDs	0	0	Search and Rescue	0	Accident Invest	0
Fire Extinguisher	0	0	Persons Assisted	0	Drug Recognition	0
Visual Distress Signal	0	0	Vessels Assisted	0	Other	0
Sound Producing Device	0	0	Patrol has #Boats	0	Other	0
OWI	0	0	Boats w/LE Radios	0		
Negligent Operation	0	0	Squads boat patrol only	0		
Navigation Rules	1	4	Media Contacts	0		
Mandatory Wear PFD	0	0	PSA Releases	0		
Reg Numbering Violations	1	2	DNR Safety Course taught			
other	0	2	Number of Courses	Students certified		
other	0	0	0	0		
Total	4	8				

I hereby certify the information on this form is true and correct.

Report Prepared By	Signature (not required)	Date
0		

Lincoln County Recreation Deputy Forestry Monthly Report

For the Month of	Year
September	2023

Date	Area Patrolled	TOD	# of Citations/ Arrest	# of Warnings
3	Northern Lincoln County	11:00-23:00	0	1
6	Training			
10	Training			
15	Southern Lincoln County	10:00-22:00	1	1
18	Western Lincoln County	10:00-20:00	0	1
22	Eastern Lincoln County	10:00-22:00	1	0
30	Eastern Lincoln County	08:00-20:00	1	1

I hereby certify the information on this form is true and correct.

Deputy Travis Watruba		
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