# LINCOLN COUNTY FORESTRY, LAND AND PARKS COMMITTEE February 12, 2024 9:00 AM

Meeting Location: Room 156 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: <a href="https://meet.google.com/hnk-qrtp-ejq">https://meet.google.com/hnk-qrtp-ejq</a>
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 January 15, 2024 meeting.
- 3. Review year to date budget report.
- 4. Comment from members of the public or invited guests.
- 5. Open and award timber sale bids.
- 6. Approve Engineer quote for Hydraulic and Hydrologic Study for Prairie River Bridge location.
- 7. Approve 2023 Forestry Department Annual Report.
- 8. Review Forestry Shop Facilities Evaluation Report by Funktion Design Studio and take any action necessary.
- 9. Approve assisting Land Serviced Department in purchasing survey equipment.
- 10. Approve advertising for contractor to pour concrete aprons for new toilets at Hay Meadow and New Wood Park.
- 11. Approve advertising for contractor to provide gravel, haul and spread on Swamp Road.
- 12. Approve organized even permit to Distance Riders for a ride June 7, 8 & 9, 2024.
- 13. Approve Administrators timesheets.
- 14. WDNR Report
- 15. Review Administrator's written report.
- 16. Close timber sales.
- 17. Set next meeting date.
- 18. 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 statue.
- 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 consider 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 SEESIONS 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 EOUIPMENT:

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, January 15, 2024 @ 9:00 A.M. Lincoln County Service Center, Room 156 801 N. Sales St., Suite 106, Merrill, WI 54452 \*\*715-539-1034\*\*

<u>Members Present:</u> Greg Hartwig, Norbert Ashbeck, Ken Wickham, William Bialecki, Don

Wendorf

Absent:

**Members Excused:** 

<u>Visitors:</u> Dean Bowe, Amy Krueger, Phil Kriesel, Grant Peterson, Larry Rydberg, David Bethel JR, Aaron Wullner, Kevin Koth, Diana Smith (virtual), Christine Vorpagel (virtual), Kurt Schmidt (virtual)

- <u>Call meeting to order.</u> The Lincoln County Forestry, Land and Parks Committee met on Monday, January 15, 2024, in Conference Room 156, Lincoln County Service Center. The meeting was called to order by Bialecki at 9:00 a.m.
- 2. <u>Approve minutes of December 11, 2023.</u> Motion by Wickham, second by Ashbeck to approve minutes of December 11, 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. Diana Smith asked to speak regarding the proposed ATV trail near Essex Road. Diana expressed safety concerns of additional ATV/UTV traffic on Essex and Half Moon Lake Roads and developing a trail crossing on Highway 8
- 5. Open and award Timber Sale Bids. None
- 6. <u>Award Tree Planting Bid.</u> Received one bid from Superior Forestry for \$75/acre. Motion by Wendorf with a second by Hartwig to accept bid. All ayes. Motion carried.
- 7. <u>Discuss engineering expense quotes for Highway 8 ATV trail.</u> Dean explained some of the background of this item and where we are at. Members of the Nokomis ATV Club and representatives from REI, Becher Hoppe and MSA were present for discussion. A lengthy discussion followed. The committee requested that the Nokomis ATV Club work with an engineering firm on a feasibility study to explore a route for an ATV trail from Derleth Rd to Highway U with the goal of providing the Forestry Department with enough information to submit an application to the ORV Council for trail development funding. Motion to remove the short trail options from consideration by Hartwig, with a second by Wickham. All ayes. Motion carried.
- 8. Accept donation of \$2,000 from Tug Lake District. Dean informed the committee that a donation was received from the Tug Lake District in response to a request by the A&L Committee to ask for support of a proposed ARPA Project at Tug Lake Park. Dean mentioned that a resolution must be approved by the full board as well. Motion by Hartwig to accept donation with a second by Wickham. All ayes. Motion carried.

- 9. <u>Update on Jeep ride proposal.</u> Dean informed the committee that he had a conversation with Corey Nowak about the Jeep ride. The main question at this point is in regards to whether an Organized Event Permit is required. The opinion of Corp Counsel has been requested. Discussion followed.
- 10. Approve addition of an ADA accessible dock and kayak launch to the ARPA Request for Camp New Wood. Dean informed the Committee that over the past summer installing a dock and ADA kayak launch were explored for Camp New Wood with grant money from a different department. Sue to the high cost, one site each in the City of Merrill and City of Tomahawk were chosen instead of Camp New Wood. Discussion followed. Motion by Hartwig to approve adding ADA accessible dock and kayak launch request to the Camp New Wood ARPA request, with a second by Wickham. Motion carried. All ayes.
- 11. <u>Approve purchase of a new dump box for quad axle dump truck.</u> Dean explained that because no bids were received for the dump box replacement he requested quotes from three vendors. Discussion followed. Motion by Wickham to approve quote from Casper, with a second by Hartwig. All ayes. Motion carried.
- 12. <u>Approve committee member attendance, mileage and per diem for WCFA Spring Meeting in Madison, Feb. 13-15, 2024.</u> Dean explained this meeting is in Madison this year. Motion to approve expenses by Wickham, with a second by Ashbeck. All ayes. Motion carried.
- 13. <u>Approve Administrators timesheets.</u> Motion by Ashbeck with a second by Wendorf. All ayes. Motion carried.
- 14. WDNR Report. Bill Groth was not present due to the holiday.
- 15. <u>Review Administrator's written report.</u> Dean talked about Prairie Dells bridge, New Wood Park restrooms and free trail pass weekend. Dean stated that the Report placed on file.
- 16. Close timber sales.

Schreiber T008-21 Close and return Letter of Credit.

Futurewood T012-19 Close and refund bond.

Schrieber T002-20 Close and return Letter of Credit.

Dean recommended closing and refunding bonds. Motion by Ashbeck, second by Wickham to close sales per Dean's recommendation. All ayes. Motion carried

17. <u>Set next meeting date.</u> The next Forestry, Land & Parks Committee Meeting are set as follows:

Monday, February 12, 2024 at 9:00 a.m., LCSC Conference Room 156 Monday, March 11, 2024 at 9:00 a.m., LCSC Conference Room 156

18. Adjourn. Motion to adjourn meeting by Ashbeck, second by Bialecki at 11:22 a.m.

Minutes prepared by Amy Krueger and Dean Bowe

# **LINCOLN COUNTY**



# FORESTRY LAND & PARKS DEPT YTD JANUARY

ACCOUNTS FOR: 0062 ORIGINAL A	FORESTRY PPROP REVISED	BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0000 DIVISION							
62000000 511000 62000000 520000	UNDISTRIBUTED 0.00 UNDISTRIBUTED 0.00	0.00	GE 18,984.89 10,577.01	18,984.89 10,577.01	0.00	-18,984.89 -10,577.01	100.0% 100.0%
TOTAL DIVISION	0.00	0.00	29,561.90	29,561.90	0.00	-29,561.90	100.0%
0100 FORESTRY STATE	AID						
62010000 520000 1010	00.00 39, 0 STATE AID FRI	,000.00	0.00 0.00	0.00	0.00	39,000.00	.0%
TOTAL FORESTRY	STATE AID	,000.00	0.00	0.00	0.00	59,000.00	.0%
0101 WILDLIFE HABITA	ū						
62010100 571000 1010 4,7		ITAT MISCELL ,700.00	ANEOUS 0.00	0.00	0.00	4,700.00	.0%
TOTAL WILDLIFE 4,7		,700.00	0.00	0.00	0.00	4,700.00	.0%
0102 CCF							
62010200 520000 1010	00.00 4, 2 CCF FRINGE	,000.00	0.00	0.00	0.00	4,000.00	.0%
62010200 571000 1010		,500.00 NEOUS 500.00	0.00	0.00 0.00	0.00	1,500.00 500.00	.0%



ACCOUNTS FOR: 0062 FOREST ORIGINAL APPROP		TD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
62010200 596001 10102 CCF 4,000.00	EQUIPMENT ALLOCATION 4,000.00	0.00	0.00	0.00	4,000.00	.0%
,	4,000.00	0.00	0.00	0.00	4,000.00	.0%
TOTAL CCF 10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
0103 SNOWMOBILE STATE AID						
100,000.00	MOBILE MISCELLANEOUS 100,000.00	0.00	0.00	0.00	100,000.00	.0%
62010300 595000 10103 SNOW 0.00	MOBILE CLUB EXPENDITURE 0.00	24,227.33	24,227.33	0.00	-24,227.33	100.0%
TOTAL SNOWMOBILE STATE A	100,000.00	24,227.33	24,227.33	0.00	75,772.67	24.2%
0104 ATV STATE AID						
62010400 511000 10104 ATV 20,210.00	SALARIES AND WAGES 20,210.00	0.00	0.00	0.00	20,210.00	.0%
62010400 520000 10104 ATV 6,737.00	FRINGE 6,737.00	0.00	0.00	0.00	6,737.00	.0%
62010400 531320 10104 CONT 4,440.00	RACTED SERVICES 4,440.00	0.00	0.00	0.00	4,440.00	.0%
62010400 571000 10104 ATV 1,684.00	MISCELLANEOUS 1,684.00	0.00	0.00	0.00	1,684.00	.0%
22,876.00	CLUB EXPENDITURES 22,876.00	10,020.00	10,020.00	0.00	12,856.00	43.8%
62010400 596001 10104 ATV 5,053.00	EQUIPMENT ALLOCATION 5,053.00	0.00	0.00	0.00	5,053.00	.0%
TOTAL ATV STATE AID 61,000.00	61,000.00	10,020.00	10,020.00	0.00	50,980.00	16.4%
0106 FOREST ROAD AID						
62010600 511000 10106 FORE 6,222.00	EST ROAD SALARIES AND WAG 6,222.00	GES 0.00	0.00	0.00	6,222.00	.0%



FOR 2024 01

ACCOUNTS FOR: 0062 FORESTRY ORIGINAL APPROP REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
62010600 520000 10106 FOREST ROAD FRINGE 3,457.00 3,457.00 62010600 571000 10106 FOREST ROAD MISCELLANEOUS 13.826.00 13.826.00	0.00	0.00	0.00	3,457.00	. 0%
13,826.00 13,826.00 62010600 596000 10106 FOREST ROAD EQUIP ALLOCATI 11,060.00 11,060.00		0.00	0.00	13,826.00 11,060.00	.0%
TOTAL FOREST ROAD AID 34,565.00 34,565.00	0.00	0.00	0.00	34,565.00	.0%
0108 COUNTY FORESTRY					
62010800 511000 CO FORESTRY SAL AND WAGE 338,859.00 338,859.00 62010800 511001 CO FORESTRY PER DIEM	7,613.31	7,613.31	0.00	331,245.69	2.2%
3,500.00 3,500.00 62010800 520000 CO FORESTRY FRINGE	0.00	0.00	0.00	3,500.00	.0%
187,986.00 187,986.00 62010800 531010 CO FORESTRY AUDITING SERVI 1,700.00 1,700.00	6,818.98 CCES 0.00	6,818.98 0.00	0.00	181,167.02 1,700.00	3.6%
62010800 531320 CONTRACTED SERVICES 5,000.00 5,000.00	0.00	0.00	0.00	5,000.00	.0%
62010800 531321 REGENERATION CONT SERV 45,000.00 45,000.00	0.00	0.00	0.00	45,000.00	.0%
62010800 551000 CO FORESTRY INSURANCE 10,000.00 10,000.00	0.00	0.00	0.00	10,000.00	.0%
62010800 552001 CO FORESTRY TELEPHONE 2,500.00 2,500.00 62010800 554001 PRINTING ALLOCATION	176.01	176.01	0.00	2,323.99	7.0%
900.00 900.00 62010800 555000 CO FORESTRY TRAVEL TRAININ	67.27	67.27	0.00	832.73	7.5%
1,500.00 1,500.00	0.00	0.00	0.00	1,500.00	.0%
62010800 560000 CO FORESTRY OFFICE SUPPLIE 1,800.00 1,800.00	0.00	0.00	0.00	1,800.00	.0%
62010800 571000 CO FORESTRY MISCELLANEOUS 35,000.00 35,000.00	8,650.99	8,650.99	0.00	26,349.01	24.7%
62010800 591000 CO FORESTRY DEPRECIATION 90,000.00 90,000.00	0.00	0.00	0.00	90,000.00	.0%
62010800 596001 CO FORESTRY ÉQUIPMENT 38,000.00 38,000.00	855.88	855.88	0.00	37,144.12	2.3%
TOTAL COUNTY FORESTRY 761,745.00 761,745.00	24,182.44	24,182.44	0.00	737,562.56	3.2%



ACCOUNTS FOR: 0062 FORESTRY ORIGINAL APPROP REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0109 PARKS					
62010900 511000 PARKS SALARIES AND WAGES 101,360.00 101,360.00	1,526.04	1,526.04	0.00	99,833.96	1.5%
62010900 511001 PARKS PER DIEM 1,000.00 1,000.00 62010900 520000 PARKS FRINGE	0.00	0.00	0.00	1,000.00	.0%
60,013.00 60,013.00	1,982.01	1,982.01	0.00	58,030.99	3.3%
5,000.00 5,000.00	0.00	0.00	0.00	5,000.00	.0%
62010900 551000 PARKS INSURANCE 5,000.00 5,000.00 62010900 552001 PARKS TELEPHONE	0.00	0.00	0.00	5,000.00	.0%
300.00 300.00 300.00 62010900 554001 PRINTING ALLOCATION	30.30	30.30	0.00	269.70	10.1%
800.00 800.00 62010900 555000 PARKS TRAVEL TRAINING	52.32	52.32	0.00	747.68	6.5%
200.00 PARKS OFFICE SUPPLIES	0.00	0.00	0.00	200.00	.0%
1,000.00 1,000.00	0.00	0.00	0.00	1,000.00	.0%
10,000.00 10,000.00	0.00	0.00	0.00	10,000.00	.0%
62010900 571000 PARKS MISCELLANEOUS 12,000.00 12,000.00 62010900 596001 PARKS EQUIPMENT ALLOCATIO	297.83	297.83	0.00	11,702.17	2.5%
20,000.00 20,000.00	23.80	23.80	0.00	19,976.20	.1%
TOTAL PARKS 216,673.00 216,673.00	3,912.30	3,912.30	0.00	212,760.70	1.8%
0110 FORESTRY BUILDING					
62011000 531320 CONTRACTED SERVICES 5,000.00 5,000.00 62011000 571000 FORESTRY BUILDING MISC	0.00	0.00	0.00	5,000.00	.0%
12,000.00 12,000.00 62011000 596001 FORESTRY BUILDING EQUIP A	1,448.93	1,448.93	0.00	10,551.07	12.1%
3,000.00 3,000.00	0.00	0.00	0.00	3,000.00	.0%
TOTAL FORESTRY BUILDING 20,000.00 20,000.00	1,448.93	1,448.93	0.00	18,551.07	7.2%

# **LINCOLN COUNTY**



# FORESTRY LAND & PARKS DEPT YTD JANUARY

ACCOUNTS FOR: 0062 FOREST						0/
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0112 LAND AGENT						
10,095.00	AGENT SALARIES AND 10,095.00	WAGES 238.01	238.01	0.00	9,856.99	2.4%
200.00	AGENT PER DIEM 200.00	0.00	0.00	0.00	200.00	.0%
5,239.00	AGENT FRINGE 5,239.00	319.40	319.40	0.00	4,919.60	6.1%
750.00	INSURANCE 750.00	0.00	0.00	0.00	750.00	.0%
200.00	AGENT TELEPHONE 200.00	17.32	17.32	0.00	182.68	8.7%
500.00	TING ALLOCATION 500.00	29.90	29.90	0.00	470.10	6.0%
400.00	OFFICE SUPPLIES 400.00	0.00	0.00	0.00	400.00	.0%
500.00	AGENT MISCELLANEOUS 500.00	0.00	0.00	0.00	500.00	.0%
62011200 596001 LAND 1,000.00	AGENT EQUIPMENT ALI 1,000.00	0.00	0.00	0.00	1,000.00	.0%
TOTAL LAND AGENT 18,884.00	18,884.00	604.63	604.63	0.00	18,279.37	3.2%
0113 BEAVER						
62011300 532000 BEAVE 6,000.00	ER EXPENDITURE 6,000.00	0.00	0.00	0.00	6,000.00	.0%
TOTAL BEAVER 6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	. 0%
0114 FORESTRY EQUIPMENT						
	PMENT SALARIES AND N		115.00	0.00	115 00	100.00/
	0.00 PMENT FRINGE	115.08	115.08	0.00	-115.08	100.0%
0.00	0.00	82.31	82.31	0.00	-82.31	100.0%

# **LINCOLN COUNTY**



# FORESTRY LAND & PARKS DEPT YTD JANUARY

ACCOUNTS FOR: 0062 ORIGINAL	FORESTRY APPROP RE	VISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
62011400 551000 62011400 596001	0.00	NT INSURANCE 0.00 NT EQUIPMENT ALLO	52.42	52.42	0.00	-52.42	100.0%
02021100 330001	0.00	0.00	-879.68	-879.68	0.00	879.68	100.0%
TOTAL FORESTRY	QUIPMENT 0.00	0.00	-629.87	-629.87	0.00	629.87	100.0%
0115 РНОТО							
62011500 561410 10,	PHOTO E	XPENDITURE 10,626.00	0.00	0.00	0.00	10,626.00	.0%
TOTAL PHOTO 10,	626.00	10,626.00	0.00	0.00	0.00	10,626.00	.0%
0116 PD GRT AND PAR	RKS IMPROVEMEN	TS					
62011600 571000 112,	PARKS I 929.00	MPROVE -MISCELLAN 112,929.00	0.00	0.00	0.00	112,929.00	.0%
TOTAL PD GRT A 112,	AND PARKS IMPR 929.00	OVEMEN 112,929.00	0.00	0.00	0.00	112,929.00	.0%
0117 MISC DAM							
62011700 571000 6,	MISC DA 469.00	M MISCELLANEOUS 6,469.00	0.00	0.00	0.00	6,469.00	. 0%
TOTAL MISC DAM 6,	1 469.00	6,469.00	0.00	0.00	0.00	6,469.00	.0%
0185 FOREST ACCESS	PLAN						
62018500 571000 49,	FOREST 060.00	ACCESS MISCELLANEO 49,060.00	0.00	0.00	0.00	49,060.00	.0%



ACCOUNTS FOR: 0062 FORES ORIGINAL APPROP	TRY REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FOREST ACCESS PLAM 49,060.00	N 49,060.00	0.00	0.00	0.00	49,060.00	.0%
0241 CCF- MISCELLANEOUS						
62024100 571000 CCF- 3,219.00	- MISCELLANEOUS 3,219.00	0.00	0.00	0.00	3,219.00	.0%
TOTAL CCF- MISCELLANEOUS 3,219.00	3,219.00	0.00	0.00	0.00	3,219.00	.0%
0245 RUFF GROUSE						
62024500 571000 RUFF 2,279.00	F GROUSE MISCELLANEOU 2,279.00	0.00	0.00	0.00	2,279.00	.0%
TOTAL RUFF GROUSE 2,279.00	2,279.00	0.00	0.00	0.00	2,279.00	.0%
0261 UNDERDOWN IMPROVEMENTS	- HORSE					
62026100 571000 10083 MISO 7,444.00	CELLANEOUS 7,444.00	0.00	0.00	0.00	7,444.00	.0%
TOTAL UNDERDOWN IMPROVEN 7,444.00	MENTS - HO 7,444.00	0.00	0.00	0.00	7,444.00	.0%
0265 RECREATION OFFICER - GRA	ANT					
62026559 598000 10090 TRAN 64,496.00	NSFER OUT - REC GRANT 64,496.00	0.00	0.00	0.00	64,496.00	.0%
TOTAL RECREATION OFFICER 64,496.00	R - GRANT 64,496.00	0.00	0.00	0.00	64,496.00	.0%
TOTAL FORESTRY 1,549,089.00	1,549,089.00	93,327.66	93,327.66	0.00	1,455,761.34	6.0%
TOTAL EXPEN 1,549,089.00	NSES 1,549,089.00	93,327.66	93,327.66	0.00	1,455,761.34	

# **LINCOLN COUNTY**



### **FORESTRY LAND & PARKS DEPT YTD JANUARY**

FOR 2024 01

ACCOUNTS FOR: 0062 FORESTRY ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENCUMBRANCES AVAILABLE BUDGET % USED

Report generated: 01/31/2024 16:12 User: jeni.burton Program ID: glytdbud

# **LINCOLN COUNTY**



# FORESTRY LAND & PARKS DEPT YTD JANUARY

FOR 2024 01

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
GRAND 1,549,089.00	TOTAL 1,549,089.00	93,327.66	93,327.66	0.00	1,455,761.34	6.0%		
** END OF REPORT - Generated by Jeni Burton **								

Report generated: 01/31/2024 16:12 User: jeni.burton Program ID: glytdbud

		2023			*			2024			
Date	Monthly FLR	Monthly GF	MonthlyTowns	Total Mthly	On Acct.	Date	Monthly FLR	Monthly GF	MonthlyTowns	Total Mthly	On Acct.
	Receipts(70%)	Receipts(20%)	Receipts(10%)	Receipts			Receipts(70%)	Receipts(20%)	Receipts(10%)		
Jan-23	\$ 379,495.87	\$108,427.39	\$ 54,213.71	\$ 542,136.97	\$347,885.71	Jan-24	\$ 130,698.90	\$37,342.54	\$ 18,671.27	\$186,712.71	\$ 184,608.91
Feb-23 \$	\$ 387,629.96	\$110,751.40	\$ 55,375.69	\$ 553,757.05	\$126,369.31	Feb-24					
Mar-23	\$ 103,572.31	\$ 29,592.09	\$ 14,796.04	\$ 147,960.44	\$ 76,803.16	Mar-24					
Apr-23 \$	\$ 60,872.46		\$ 8,696.07	\$ 86,960.66	\$ 5,716.96	Apr-24					
May-23	\$ 9,161.86	\$ 2,617.67	\$ 1,308.84	\$ 13,088.37	\$ 13,251.20 May-24	May-24					
Jun-23 \$	\$ 71,364.16	\$ 20,389.76	\$ 10,194.88	\$ 101,948.80	\$ 67,392.27	Jun-24					
Jul-23	\$ 94,868.62	\$ 27,105.29	\$ 13,552.68	\$ 135,526.59	\$103,759.27	Jul-24					
Aug-23 \$	\$ 217,171.91	\$ 62,049.12	\$ 31,024.59	\$ 310,245.62	\$178,827.82	Ang-24					
Sep-23 \$	\$ 143,712.11	\$ 41,060.59	\$ 20,530.31	\$ 205,303.01	\$156,800.60	Sep-24					
Oct-23 \$	\$ 237,020.10	\$ 67,720.01	\$ 33,860.01	\$ 338,600.12	\$122,657.48	Oct-24					
Nov-23	\$ 133,994.80	\$ 38,284.23	\$ 19,142.11	\$ 191,421.14	\$ 69,229.03	Nov-24				.1	
Dec-23	\$ 86,399.27	\$ 24,685.49	\$ 12,342.76	\$ 123,427.52	\$ 52,979.88	Dec-24					
Total	\$1,925,263.43	\$550,075.17	\$275,037.69	\$2,750,376.29		Total	\$ 130,698.90	\$37,342.54	\$ 18,671.27	\$186,712.71	
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Hwy Dept.	pt.					Hwy Dept.	pt.				2
Solid Waste	aste					Solid Waste	aste				

DISTRIBUTION OF FOREST LAND REVENUE FLR - Forest Land Revenue (70%) GF - General Fund (20%) Towns - Payment to Towns (10%)



January 30, 2024

Dean Bowe County Forest Administrator Lincoln County Forestry, Land and Parks Department 801 N Sales Street, Suite 106 Merrill, WI 54452

Re: Prairie River Hydrologic and Hydraulic Study

Dear Mr. Bowe:

Thank you for the opportunity to submit this proposal for professional services for hydrologic and hydraulic (H&H) modeling for a new pedestrian bridge in Lincoln County. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

### **Project Description**

Our scope of services includes research, field work, computation of a hydrologic flow rate, hydraulic modeling of the existing conditions, report preparation and agency coordination to establish the Base Flood Elevation (BFE) and floodplain extents for the proposed bridge.

### **Scope of Services**

- 1. Complete a topographic survey, including bank stations and channel bottom, for use in the hydraulic model to be used for the new bridge.
- 2. Review and obtain existing floodplain analyses identified in the August 16, 2011, Flood Insurance Study (FIS) for Lincoln County.
- 3. Computation of a hydrologic flow rate using existing data and approved methodology.
- 4. Use the topographic survey data and existing elevation models to create a 1D hydraulic model in accordance with WDNR standards to obtain the BFE and floodplain extents for the project area.
- 5. Prepare a report summarizing the results of the hydrologic and hydraulic analysis including a map showing the BFE and floodplain extents at the project site and floodway data table.
- 6. Submit to Lincoln County Zoning and WDNR for review and approval.
- 7. Address one round of WDNR review comments. It is assumed that review comments do not require further field investigation.

### **Responsibilities of Owner and Others**

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Dean Bowe January 30, 2024 Page 2 of 3

Owner or others will be responsible for crossing and bridge design, all permit applications and paying any permit application fees.

### **Additional Services**

If additional services are needed during the completion of the scope of work described above, an amended contract to reflect any additional services and fees can be discussed at that time. Additional services may include, but are not limited to, additional survey, design of the proposed bridge, additional hydraulic modeling if the proposed bridge encroaches on the floodway, wetland delineations, and additional submittals to appropriate jurisdictions for approval.

Additional services could include design of a bridge, additional model runs or attending meetings with stakeholders.

### **Time Schedule**

We will submit to Lincoln County a summary of the draft hydraulic analysis for review within 45 days of obtaining the field survey data. Within 14 days of receiving the County's review comments, the report and hydrologic and hydraulic analysis will be submitted to Lincoln County Zoning and WDNR for review and approval.

### Fee

We will perform the above services for a lump sum amount of \$7,620. We will not exceed these amounts without your prior approval.

### **Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

### **Acceptance**

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until February 28, 2024 unless extended by us in writing.



Dean Bowe January 30, 2024 Page 3 of 3

Accepted by Owner:
Lincoln County
Owner's Name
Signature
Name
Title
Date

Attachments: Contract Terms and Conditions

# AYRES ASSOCIATES CONTRACT TERMS AND CONDITIONS

- **1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.
- **3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- **4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- **5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.
- **6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- **8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- **9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

- 11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- 12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.
- 13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.
- 14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provides by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.
- **15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.
- **16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.
- 17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.
- **18. Third Party Benefits:** This contract does not create any benefits for any third party.
- **19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.
- 20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

- **21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
- 22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

### 23. California Privacy Rights Act Employer

- **24. Entire Agreement**: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- **25. Notice of Lien Rights:** Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

# **Estimated Project Cost & Schedule**

# **Estimated Project Costs – Prairie River Hydrologic and Hydraulic Analysis**

In an effort to promote trail connectivity and to encourage outdoor recreation in the Merrill area, the Lincoln County Forestry, Land, and Parks Department is looking to add a multi-use bridge which will cross the Prairie River. This bridge will connect the County owned Prairie Dells Scenic Area with the City of Merrill owned Merrill Memorial Forest. To move forward with the bridge construction, the County must identify the existing flow conditions of the Prairie River. With the existing conditions established, a structure can then be designed such that it does not impact the river during the 100-year flood event which is defined as the Base Flood Elevation (BFE).

There was once a dam roughly 1,000' downstream of the proposed bridge location, however, this dam has since been removed. Additionally, in 2011 the Federal Emergency Management Agency (FEMA) conducted a Flood Insurance Study which included the Prairie River and began at the dam site and continued downstream. This study does not cover the proposed bridge location; however, it provides valuable information which may be used when determining the flood elevation at the proposed site location. Below is a summary and cost breakdown of anticipated tasks required to complete the necessary tasks to determine the BFE.

### **Experience**

The Becher Hoppe team is familiar with a broad range of projects and work types that will assist in our delivery of a quality design. Our design team has regularly completed design and construction for dam removals, dam abandonments, dam reconstructions, stream re-alignments and culvert replacements. Many of these projects had major tasks including Hydraulic and Hydrologic Studies, Endangered Species Reviews, and Wetland Delineation. Through this work, our team is able to maintain a working knowledge of the processes and submittals required for efficient permitting coordination.

The Becher Hoppe team knows that wildlife habitat and recreation are an extremely important part of life for many Wisconsin residents. Therefore, we strive to find a balance in project necessity, efficiency, and overall impacts to the surrounding environment. Our team will efficiently provide the necessary data to the County so that they can keep making substantial progress with their bridge design.

### Approach

### Field Survey

Field survey will determine river cross sections at the proposed bridge location and at locations 100' and 500' upstream and downstream of the bridge. These cross sections can be incorporated into LIDAR surface data gathered from the County. All survey data will be in the Lincoln County Coordinates.

### **Compile Data**

There is a significant amount of data already gathered for the FEMA study, however it does not cover the proposed project area. Our team will analyze the existing study and will determine the extents of data required to include the bridge location. We have a hard copy of the Flood Insurance Study which provides input data used for the study. This data can be utilized to recreate the Study's model; however, our efforts will be more efficient if we are granted access to the input data used on the original Study. The most significant data to be collected outside of the Study's input information will be the size, ground cover, and soil type of the watershed contributing to the bridge location.

### River Model

Utilizing the data collected, our team will utilize the Army Corps of Engineers produced software, HEC RAS, to extend the existing model and determine the BFE. The model will be built off the data provided by the FEMA study, supplemented with additional calculated flows as well as the cross sectional survey data.



# **Estimated Project Cost & Schedule**

### **Final Report**

Once the model is complete, we will compile our processes into a final report which will include a history of the project site, an explanation of our data collection methods, a breakdown of our modeling techniques, and a summary of our findings. Anticipated attachments include project location map, HEC RAS reporting, and a cross section showing the modeled BFE at the bridge site. This report will be submitted to the Lincoln County Forestry, Land, and Parks Department for their further coordination with the Lincoln County Land Services Department and the Wisconsin Department of Natural Resources. Our services will also include addressing 1 round of initial comments after the initial submittal.

### Additional Services

Becher-Hoppe Associates, Inc. will provide additional services as may be required, and will provide a Proposal for such services upon your request. Possible Additional Services include:

- Arch/historic investigations
- Wetland delineation
- Public outreach
- Coordination with agencies not listed
- Full site Topography
- Construction Plans, Oversight, and Staking
- Final Plans
- Bidding Services
- Final submittal of Wetland permits and WDNR NOI

Project Cost		
	Cost	Hours
Lump Sum Total	\$7,000	35

Sincerely,

Matthew Graun Vice President 715-845-0420

mgraun@becherhoppe.com

Aaron Wallner, PE Project Manager 715-845-0426

awallner@becherhoppe.com







Dean Bowe Lincoln County Forestry (Emailed)

### Subject:

REI Professional Services New Pedestrian Bridge H&H Study Town of Schley, Lincoln County

### Dear Dean,

Thank you for requesting REI's professional services relating to your pedestrian bridge project located on the Prairie River approximately 800 feet upstream of Prairie Dells Road in the Town of Schley, Lincoln County, Wisconsin. Our goal will be to develop a Hydrologic and Hydraulic (H&H) Study of the river reach where the proposed bridge is to be located.

Our initial understanding of the project is based on a phone conversation had on 1/09/24, followed up by the Lincoln County Forestry Land and Parks Department request for quote emailed to REI on 1/17/24. Our understanding is summarized as follows:

- The proposed pedestrian bridge is to be located at a narrow point on the river where there are rock outcroppings at the shoreline providing suitable topography for trail approaches on both sides. (About 800 feet upstream of Prairie Dells Road.)
- A Hydrologic and Hydraulic (H&H) study is required to determine floodplain elevation and delineate floodway and flood fringe areas along the stream at the proposed crossing.
  - A Flood Insurance Study was published in 2011 which contains flow data for the Prairie River at the former Prairie Dells Dam location. REI will utilize this published flow data within the analysis.
  - REI will obtain 5 stream cross sections coupled with available GIS/Lidar data to determine the flood elevations and delineate floodway and flood fringe areas.
  - The County is to provide REI with the proposed bridge dimensions and details to determine if there is any encroachment into the floodplain.
- Survey services are to be provided to develop the H&H study and to assist with design and location of the proposed pedestrian bridge and will consist of two (2) separate visits to the site.
  - Topographic information will be collected consisting of ground elevations at the proposed bridge approach locations and five (5) stream cross sections. The initial fieldwork will be conducted when water levels are at a normal elevation.
  - After floodplain information is determined, REI will mark the floodplain/floodway at the desired bridge location for the Client's reference in determining abutment locations.
- The goal of the bridge design is to completely span the floodplain or floodway. The bridge will be used solely for biking and hiking.
  - o If the bridge abutments or piers would be located within the floodplain, then a flood encroachment analysis may be required. REI has listed this service as **ALT 1**.

- REI will develop a report summarizing the results of the H&H study and provide the report and software modeling as a deliverable to the County.
  - Exhibit mapping will be included in the report depicting cross section locations, floodplain areas, and other pertinent information.
  - Deliverables do <u>not</u> include construction plans related to the proposed pedestrian bridge. Those will be provided by others.
- State and local permitting for the new stream crossing will be the responsibility of the Client. REI can assist with this as additional services upon request.

To help memorialize the project understanding, we are asking that a signed copy of this agreement be returned to us with a retainer of \$1,000. The retainer will be applied towards REI's services. REI's fee for surveying services is \$4,000 and fee for engineering services is \$5,000 for a base total of \$9,000. ALT 1 is estimated at an additional \$2,500.

Thank you again for contacting REI Engineering; we look forward to providing an H & H study for the proposed pedestrian bridge.

Sincerely, REI Engineering, Inc.		
Jim Borysenko, PE	Date	
Acceptance By:		
Client (Print and Sign)	Date	

Confirm Preferred Client Contact Information (address, phone number, email)

Lincoln County Forestry, Land and Parks Department 801 N Sales Street, Suite 106
Merrill, WI 54452
Contact:
Dean Bowe, County Forest Administrator
dean.bowe@co.lincoln.wi.us
715-539-1034



### General Conditions

### PART I: SERVICES AND DELIVERABLES

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

### PART 2: FEES FOR SERVICES

- 2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.
- 2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.
- 2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.
- 2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services.

### PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

- 3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.
- 3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.
- 3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.
- 3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.
- 3.5 REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.
- 3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.
- 3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

### PART 4: HAZARDOUS MATERIALS

- 4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.
- 4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.
- 4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.
- **4.4** Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.
- 4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.



#### PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

### PART 6: LIMITATIONS OF LIABILITY

- 6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.
- 6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.
- 6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.
- 6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

### PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by

### PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

#### PART 9: PERMITS

- 9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.
- 9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.
- 9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's
- 9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

### PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

### PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

### PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

### PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.

# LINCOLN COUNTY FORESTRY, LAND AND PARKS DEPARTMENT

To the Honorable Board of Supervisors Lincoln County, Wisconsin

The following is a report of the various activities of the Lincoln County Forestry, Land and Parks Department from January 1, 2023 through December 31, 2023.

OUR 2023 COUNTY FOREST consists of 100,843.05 acres.

TIMBER SALE REVENUE: Timber harvesting generated \$ 2,750,376.29 This revenue is distributed as follows: \$ 275,037.69 to Townships with County Forest Lands; \$ 550,075.17 to the County General Fund; and \$ 1,925,263.43 to the County Forestry Fund. Any unused budgeted funds and surplus revenues are transferred to the County CIP Program after the annual audit is completed. 2024 saw a significant in timber sale revenue over the 2022 total. A few high volume/value timber sales contributed to this second highest ever timber sale revenue spike. Generally speaking, pulpwood markets have been and continue to be weak. Lincoln County is fortunate to have two significant mills in Tomahawk and two others just to the south in Rothschild and Mosinee.

<u>TIMBER SALES SOLD:</u> Thirty-one timber sales with an estimated value of \$1,813,725.30 sold in 2023. Two of the timber sales had been returned to Lincoln County in 2022 by the original bidder due to their inability to complete the sale.

<u>PERMITS ISSUED:</u> Eleven balsam bough-cutting permits issued for \$100.00 per permit totaled \$1,100.00. Six Christmas tree permits issued for \$5.00 each. Three new land access permits issued for \$100.00 each. Nine disabled motorized access permits issued. Four Organized Event permits were issued.

<u>GRANT MONIES:</u> Grants administered by the Forestry, Land & Parks Department during 2023 totaled \$337,002.52. Of this amount, \$18,719.81 was required in cost sharing by Lincoln County.

REVENUE FROM WOOD SALES, BIOMASS AND FIREWOOD PERMITS: The Forestry Department handles firewood sales on closed timber sales, marked wood sales, and occasionally biomass from timber sales. Six wood sales (\$1,609.56), twenty-nine 30-day firewood permits (\$580.00) issued and six firewood permit renewals (\$120.00) for a total of \$2,309.56.

### TREE PLANTING/SITE PREP:

Approximately 63,000 red pine were planted in on 63 acres in the Townships of Wilson and Somo by a contract planting crew. A contractor was hired to power trench and spray herbicide on one hundred fifty six acres to prepare several sites for planting in spring 2024 and 2025. DNR bulldozer operators scarified approximately 17 acres to promote pre-harvest oak regeneration establishment.

### TIMBER STAND IMPROVEMENT (TSI):

Approximately 962 acres of aspen release was completed in aspen regeneration areas by logging contractors as a requirement of their timber sale contract.

Approximately 133 acres of red maple release was completed in red maple regeneration areas by logging contractors as a requirement of their timber sale contract.

<u>SURVEYING:</u> All of the surveying done in 2023 was in conjunction with the Lincoln County Surveyor.

In Section 06 of T33N R8E, T-style fence posts were placed at various points along County Forest property boundary for the south line of the SE1/4 SE1/4; and the east line of the E1/2 SE1/4 totaling approximately 3/4 mile of boundary.

In Section 13 of T33N R5E, T-style fence posts were placed at various points along County Forest property boundary for the east line of the NW1/4 NE1/4 and the north line of the SE1/4 NE1/4 totaling approximately 1/2 mile of boundary.

In Section 4 of T33N R8E, T-style fence posts were placed at various points along County Forest property boundary for the west line of the E1/SW1/4 totaling approximately 1/2 mile of boundary.

In Section 18 of T35N R6E, T-style fence posts were placed at various points along County Forest property boundary for the east line of the SE1/4 SW1/4 & the north line of SE1/4 SE1/4 totaling approximately 1/2 mile of boundary. A monument was established C1/16SW

In Section 13 of T35N R5E, T-style fence posts were placed at various points along County Forest property boundary for the east line of the SE1/2 SE1/4 totaling approximately 1/4 mile of boundary.

In Section 13 of T33N R7E, county owned land property line was established and T-style fence posts were placed at various points along the property boundary for the east line of the NW1/4 NW1/4 and the south line of the NW1/4 NW1/4 totaling approximately 1/2 mile of boundary.

In Section 24 T33N R7E, T-style fence posts were placed at various points along the County Forest property boundary for the east line of SE1/4 NW1/4 totaling approximately ¼ mile of boundary.

COUNTY FOREST ROAD AIDS PROGRAM: We continued our County Forest road maintenance program including graveling, installing culverts, improving drainage, right-of-way brushing, regular grading and snowplowing of roads. In 2023, we received approximately \$351.00/mile for maintaining 27.25 miles of roads for a total of \$9,564.75. Three culverts were replaced on gas tax roads in New Wood and the database updated. Due to the ice storm in early winter, extensive roadside brushing was done by the Highway Department and the Forestry Department to reopen the roads. Road shoulders were brushed again later in 2023 to finish the clean-up. In 2021, a small borrow pit was opened along Armstrong Creek Road to reduce travel time for hauling material. ARPA money was used to hire a private contractor to crush 6,700 yards of gravel in the borrow pit on Armstrong Creek Road.

COUNTY CONSERVATION AND WILDLIFE HABITAT FUNDS FOR 2023: County Conservation Aids is a 50/50 grant available to counties and Wildlife Habitat is a grant based on the number of county forest acres. Staff completed the County Conservation Aids project on a forest road off of Ski Hill Road in the Town of Harrison. This project improved public access to Frog Lake and included installing culverts, repairing ongoing erosion problems, ditching and crowning a segment of the road and hauling gravel. County Conservation Aids were also used to brush roadsides of County Forest

roads in New Wood to keep them open for hunter access. Wildlife habitat funds will be used to complete a hunter walking trail project in the Whiskey Bill Road Grouse Management Area in 2024.

ORGANIZED AND/OR COMPETITIVE ACTIVITIES: An approved permit and proof of insurance are required to organize and host an event on County Forest property. The Distance Riders of Wisconsin, Badger State Games and Ice Age Trail group all hosted events on the County Forest in the Underdown Recreation Area. The Iron Bull Red Granite Grinder bike race included a segment through the New Wood area of the County Forest.

THE UNDERDOWN RECREATION AREA is available for a variety of uses year round. Groomed and tracked X-C ski trails, snowshoe trails, horse trails, single track mountain bike trails, fat tire bike trails, hiking trails, and a snowmobile/winter ATV trail are all mapped and signed. The early winter ice storm left a lot of clean-up work before trails could be opened. The purchase of trail passes by users is required and helps to offset the cost of maintaining the ski and horse trails. The annual Free Trail Pass Weekend was held in February. The horse and bike club members volunteer time to help maintain the trail systems they use. A Recreational Trails Program grant request for improvement work and maintenance of non-motorized trails in the Underdown has been submitted in 2022 and 2023 but due to extensive competition, Lincoln County was not awarded a grant.

<u>COUNTY PARKS ACTIVITIES:</u> Total parks revenue from 2023 was \$23,344.32. Forestry staff mowed lawns and performed other maintenance of County parks and facilities during 2023. A temporary fence is erected to keep geese off the beach at Tug Lake County Park. The well pump at Tug Lake failed and was replaced. Fascia boards and other rotting boards were replaced on the Tug Lake pavilion.

Old wells near Tug Lake Park, Otter Lake, Hay Meadow Park and Larson Lake Park were properly decommissioned by a contractor with the aid of a 50/50 grant through DATCP.

The Forestry Department was selected to use ARPA fund dollars to make improvements at Camp New Wood, Otter Lake and Hay Meadow/Prairie Dells. New vault toilet facilities were installed at Hay Meadow Park with the ARPA funds. Lincoln County also received a donation from a local source to replace the vault toilets at the New Wood Campground which also took place in 2023. The Forestry Department has started working on improving the campsites and access to New Wood Campground as well. ARPA funds were also assigned to the Forestry Department to resurface the Hiawatha Trail in Tomahawk. Bids were taken to supply the aggregate for the project. The Lincoln County Highway Department was awarded the bid and will have all of the aggregate hauled to a nearby location by the end of 2023.

Camp New Wood Park and Campground are being included as points of interest on the developing Great Pinery Heritage Waterway. The Great Pinery Heritage Waterway is being organized and promoted as a paddle trail on the Wisconsin River from northern Lincoln County, south through Marathon County.

INVASIVE SPECIES: In 2007, a significant garlic mustard infestation was discovered in the Underdown Block of the County Forest and on adjacent private land. Our department took immediate action to try to control the spread of this invasive plant by conducting a search to find new infestations and applying herbicide where the plant was known to occur. Since then, many other colonies of this invasive plant have been discovered in other locations of the Underdown, Harrison, New Wood and Wildwood areas. In addition to garlic mustard, other invasive species are present on County Forest property. Glossy buckthorn, Japanese barberry, crown vetch, leafy spurge and Japanese knotweed are present in areas of Underdown and Harrison. Garlic mustard and glossy buckthorn are present along the

Hiawatha Trail by Tomahawk. The section of trail is closed for the recommended period during treatment of the garlic mustard. Glossy buckthorn is so prevalent along the trail it is not treated. A GIS layer was created to identify known location of invasive plant species on the county forest. Steps to control or eradicate these species occur when discovered. Spraying with herbicide is the most efficient, cost effective way for us to control these species in the quantity they exist. Spraying garlic mustard consumes many weeks of time and the workload continues to increase as we discover new infestations. The Forestry Department has provided training and publications to user groups of the County Forest and to townships within the county on how to identify invasive plant species so that they can assist our department with early detection and treatment. We will continue to monitor make efforts to control invasive plants while being observant for new species and infestations on the County Forest. We worked with Land Conservation to erect informational signs on invasive species at several trail heads on the county forest.

A 50/50 grant totaling \$10,000.00 was awarded by Lumberjack R, C, & D to the Forestry Department for the hiring of a private contractor to assist in spraying garlic mustard in the Underdown. Hiring a contractor saved the Forestry Department many days of extra work with many more plants sprayed before going to seed.

LINCOLN COUNTY ACCESS PLAN and FOREST ROADS: Lincoln County has many miles of non-gas tax forest roads used for logging and public access purposes. Motorized travel is allowed on some of these roads while some are blocked to prevent damage to the road itself or for hunter walking trails, snowmobile trails, and other non-motorized experiences. A GIS layer exists for these forest roads along with a culvert inventory, which is updated as necessary. Limited maintenance is performed by the county on the majority of these forest roads, unless necessary. Road construction and maintenance activities follow Best Management Practices for Water Quality guidelines and permit requests are submitted if necessary. Condition of these woods roads are noted by auditors for forest certification and may result in corrective actions if they are in disrepair. Old, metal culverts on these roads are replaced as the department has time and when logging activity is scheduled.

In 2023, the Forestry Department used Forest Access account funds to replace large culverts and haul gravel to improve the road surface on an open woods road in the Town of Wilson. This work will improve accessibility for logging contractors and the general public. The construction also moved a short section of the road off of private land onto County Forest.

The Forestry Department continued to work with adjacent private landowners on issuing permits for them to access their lands through the County Forest. Our Recreation Officer continued working on the County Forest, following up with complaints of illegal dumping, contacting non-paying campers, helping to reduce vandalism and maintain order on our public lands and recreational facilities.

LINCOLN COUNTY 5-YEAR OUTDOOR RECREATION PLAN: Updated in 2021 with the assistance of North Central Wisconsin Regional Planning, the City of Tomahawk, The City of Merrill, local townships and special interest groups. The Lincoln County Board of Supervisors approved the updated plan on October 19, 2021. It is effective January 1, 2022 through December 31, 2026. At the June 20, 2023 meeting, the Lincoln County Board of Supervisors approved a resolution amending the plan to include a recommendation in Chapter 6 for the development of a new campground accessible from the ATV/UTV trail system. We will continue to use Outdoor Recreation Plan as a guide for our recreation program.

SNOWMOBILE TRAIL MAINTENANCE PROGRAM: Lincoln County participates in the State Snowmobile Trail Grant Program and holds a contract with the State of Wisconsin to develop and maintain public snowmobile trails in the county. Lincoln County contracts with six snowmobile clubs to

maintain all of the trail mileage. A total of 318.2 miles of snowmobile trail qualified for the \$300.00/mile reimbursement rate resulting in a grant value of \$94,460.00 for the 2022-23 Lincoln County program. During the 2022-23 snowmobile season, the clubs spent more than \$300.00/mile in maintenance and qualified for an additional \$46,909.14 supplemental payment from the program. Due to the extensive damage from the early winter ice storm, an additional storm damage grant request was submitted and received totaling \$29,003.21.

We continue to apply for new trail miles that fit the parameters of the program.

ATV TRAIL MAINTENANCE PROGRAM: Lincoln County participates in the State summer and winter ATV trail program and holds a contract with the State to develop and maintain public ATV trails in the county. The summer ATV trails traverse the Harrison Hills area and connect with Langlade and Oneida County trail systems. Lincoln County staff perform the majority of the maintenance on the summer ATV trail system. Lincoln County has again contracted with the Harrison Hills ATV Club to assist with brushing and signing the summer trails. We continue to implement an emergency signing system at trail intersections for the summer trail network. This system is linked to the County's 911 system to provide first responders with more accurate emergency locations. We continue to work with local ATV clubs to identify possible sites for ATV trail/route links.

In spring 2023, it was discovered that a corner of private land has been used for public access to the county forest and the summer ATV trail without an easement for decades. Lincoln County purchased .6 acres from an adjacent landowner to maintain public accessibility to the County Forest and recreational trails. After purchasing the new property, a short section of new ATV trail/access road was constructed by forestry staff late in the summer of 2023.

Lincoln County was approved for a 2023-24 trail maintenance grant of \$47,335.00 for 47.3 miles of summer ATV and UTV trail at \$1,000/mile (plus insurance) as well as \$249.50 for maintenance of 1 mile of TROUTE. A summer ATV/snowmobile trail re-route grant for \$20,136.54 was approved with construction nearly completed in the summer of 2023. This re-route will increase user safety, reduce erosion and ease maintenance of the trail.

Lincoln County's winter ATV trails run in conjunction with designated portions of snowmobile trails. Five snowmobile clubs maintain 227.1 miles of winter trails @ \$100/mile (plus insurance) for a total of \$22,864.00.

<u>ICE AGE TRAIL:</u> We continue to work with our local chapter to provide quality facilities and address issues as they arise. Permits are issued to the local club allowing access to areas of the county forest for trail maintenance.

HARRISON FLOWAGE DAM: An owner-responsible inspection of the Harrison Dam is required every 10 years in order to keep the dam in conformance with state law. Becher-Hoppe Associates inspected the dam in 2014 and several deficiencies were identified to bring the dam in compliance with state code. These deficiencies were all addressed in 2015 including replacement of the stoplogs in the spillway; brushing the toeslope of the dike; performing concrete repair work on the catwalk and erecting a dam warning sign. We continue to do maintenance and required inspections of the dam on a routine basis.

BEAVER PROGRAM: The Lincoln County Forestry Department continued to work with USDA APHIS program regarding beaver problems on the Lincoln County Forest and County Forest road system. APHIS is able to react quickly to issues we find on the county forest during the summer and save the county money on future road repairs and loss of timber value. Forty-four (44) nuisance beaver and 18 dams were removed at the request of the Forestry Department in 2023. The Forestry

Department does not request all known beaver colonies be trapped and dams removed as they do provide ecosystem benefits.

<u>FOREST CERTIFICATION:</u> The Lincoln County Forest became SFI certified in March 2005 and FSC certified in July 2007. The County Forest Program is audited annually to ensure compliance with certification standards. The Forestry Department implements any changes required on the County Forest by SFI and FSC to maintain our certified status. Required updates were made to the Timber Sale Contract and haul tickets for chain of custody purposes. Several other county forests were selected for the audit this year.

<u>LAND SOLD, RATIFIED, CONFIRMED AND APPROVED:</u> Sixteen tax deed properties were sold to private individuals for \$ 523,677.10. Approximately 1.8 acres of Forestry Shop Property was sold to the Town of Birch for \$ 4,000.00 to expand the town hall property and Chat Cemetery.

<u>DEPARTMENT SAFETY PLAN:</u> Continued development and implementation of our department safety plan. The Lincoln County Public Works Safety Group (Highway, Forestry, Solid Waste and Maintenance Departments) has again contracted with Fehr Graham to keep employees up to date with safety training. Our department worked with Fehr Graham to update our written plans for hazardous communication, control of hazardous energy, excavation safety, emergency action and fire prevention plan, personal protective equipment, occupational noise exposure and blood borne pathogens. Field staff completed a first Aid/CPR refresher and chainsaw safety in 2023.

<u>DNR WILDLIFE MANAGEMENT:</u> 2023 Accomplishments on the Lincoln County Forest submitted by Carissa Knab, DNR Wildlife Biologist and Eric Borchert, DNR Wildlife Technician.

### Flowages:

The DNR manages 3 impoundments on Lincoln County Forest (LCF) lands encompassing 27 acres of shallow wetlands. Wildlife staff actively managed water levels on Camp 26, Trapper Morrison, and Coffee Creek Flowages in 2023. Regular dike mowing was completed, and no major infrastructure maintenance was necessary this year. APHIS assisted with beaver trapping on Trapper Morrison. Camp 26 contains an approximately 5-acre wild rice bed. The rice crop was excellent in 2023; however, another drier than normal summer prevented staff from raising water levels in the fall to maximize use by migrating waterfowl. Lastly, the DNR's wildlife program rolled out a wetland infrastructure prioritization process in 2023. The goal of the project is to strategically direct funding and staff resources away from lower priority impoundments to medium/high priority impoundments. DNR staff are currently evaluating the priority rankings of all impoundments operated by DNR staff, including the 3 that fall on LCF lands.

### Forest Openings and Trails:

DNR wildlife staff assist with the management of 345 constructed wildlife openings on LCF lands totaling approximately 325 acres. Staff did not facilitate the mowing of forest wildlife openings or hunter walking trails in 2023, as efforts shifted to Langlade County for the calendar year. However, DNR staff did support and assist LCF staff in drafting a Turkey Stamp Application seeking funds for wildlife openings mowing and oak scarification projects. It was a competitive application year, and the projects were not selected for funding.

### Wildlife Surveys:

Numerous wildlife population monitoring surveys were conducted in Lincoln County in 2023. Many of these surveys fall completely within or partially within Lincoln County Forest Lands.

- 2 ruffed grouse drumming surveys
- 2 woodcock singing ground surveys
- 3 carnivore track surveys
- 1 breeding waterfowl survey

Summer deer observations surveys

DNR staff worked with Lincoln County cooperators to conduct whitetail deer aging during the fall hunting seasons.

DNR research staff began a black bear den survey project in 2022. In 2023, bear dens were again visited in Lincoln County where staff collected biological data and fitted sows with GPS tracking collars. The project aims to improve the input parameters of the DNR black bear population model. The project focuses on black bear reproduction, updating parameters like average litter size, cub survival and litter frequency.

### Chronic Wasting Disease (CWD):

In 2023 DNR staff continued to collect and sample wild deer for CWD monitoring and surveillance within the county. In November 2022 DNR was notified by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) that a farm-raised deer on a deer farm in Lincoln County tested positive for CWD. As a result of this new detection, a baiting and feeding ban was reinstated starting Dec. 12, 2022 and the ban remained in effect throughout 2023.

<u>EQUIPMENT PURCHASES IN 2023</u>: A new 2022 Ram 2500 with snow plow was purchased to replace the county parks truck. A used 1998 Mack quad axle dump truck was purchased from the Highway Department to replace a single axle platform truck to help improve the efficiency of hauling materials for road and trail maintenance. A new replacement bucket was purchased for the end loader.

OTHER: Forestry Department staff assisted in clearing brush from the Jack Pines area near the Service Center. Lincoln County enrolled the Lincoln County Forest and other forested county properties with timber harvesting potential into the WI Department of Natural Resources Bat Habitat Conservation Plan. Forester assisted Land Conservation Department (7 days) with survey monument verification and establishment project within the Lincoln County Forest. In addition to the four wells near parks, three others located on the Lincoln County Forest were decommissioned with the aid of a 50/50 grant through DATCP.

Respectfully submitted, Dean Bowe Forest Administrator

# Lincoln County Forestry, Land, and Parks Department Irma, Wisconsin Facilities Evaluation Report

Physical location: N5569 County Rd K, Irma, WI 54442 1975 Forestry Service Building 1980 Cold Storage Building.

Prepared for:
Dean Bowe, Lincoln County Forestry Administrator
801 North Sales Street #106
Merrill, WI 54452

Prepared by: Funktion Design Studio, LLC 209 Windtree Drive Wausau, WI 54401

15163-5
Wausau
Wisconsin

Melody R. Hamlin, AIA Project Manager 02/01/2024



Lincon County Forestry, Land, and Parks Department: Forestry Facilities Evaluation Report

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#### 1.0 Executive Summary

On January 11, 2024, Melody Hamlin and Rick Schroeder of Funktion Design Studio, LLC meet with Dean Bowe, Lincoln County Forestry Administrator and Jeff Weber, Forestry Department Merrill Shop Staff to observe the condition of the 1975 Forestry Service Building and the 1980 Cold Storage Building.

The buildings as inspected are in good condition. No structural defects requiring immediate attention were observed, and as such, the original buildings should be considered structurally viable. The buildings are old, and show their age, but that has not diminished the utility value or function of the buildings.

The interior masonry wall of the 1975 Forestry Service Building that divides the support area (office and toilet room) from the vehicle storage area needs repair. The damage was originally noted in 1976 by the forestry supervisor to the general contractor. It appears that the work was completed in 1976 per the record files on site. There are notable areas within the north wall that requires tuckpointing and added control joints. If nothing is done to repair the masonry at the north walls, it is reasonable to expect 5 years additional useful life before the masonry problems affect the building. If the recommended tuck pointing, and regular maintenance is done, the additional life of the buildings should be assumed to be more in the range of 10-15 years or more.

The electrical, mechanical, and plumbing systems in the facilities are reflective of their age and building usage. With some added equipment maintenance, the facilities would be considered in reasonable condition. Overall, the County should expect some mechanical equipment failures in the upcoming years. The support area mechanical systems that require immediate attention include the removal of the existing wood stove heat in the office support area and the addition of supplemental heat and ventilation in the toilet room. A new forced air furnace for heating, cooling and ventilation added to the administration and toilet room per state and local building codes.

#### 1.1 Evaluation Process

The first step in our process for evaluation was to gather the available existing building plans and site information for the studied facilities. The drawings were used for base information during our general arm's length observation of both facilities conditions. No destructive tests were performed; therefore, all information gathered was visually and/or verbally gathered from the onsite staff.

#### 1.2 Facility Designations

Site address: N5569 County Rd K, Irma, WI 54442

1975 Forestry Service Building and the 1980 Cold Storage Building.











#### 2.0 Architectural Observations and Recommendations

On January 11, 2024, observations were conducted at the Lincoln County Forestry Facilities, located at N5569 County Rd K, Irma, WI 54442, relative to the existing architectural and structural conditions of the buildings, identify code compliance, ADA accessibility compliance, and general observation of the mechanical systems.

#### 2.1 Facility Evaluation 1976 Forestry Service Building

The building was constructed in 1976 and remains in its initial designed use. The pre-engineered metal building structure is 100'x60' (6,000 s.f.) Butler manufactured and engineered structure, erected by Urban Steel Buildings, Inc, Wausau. The building functions as a vehicle/equipment storage, light repair garage with auxiliary space for storage, office/break area and toilet room. The area is defined as 5,150 s.f. of vehicle/equipment storage and repair, 600 s.f. office, break and storage, 120 s.f. toilet room and storage.



South and West Elevation







East (Front) Elevation

#### **Existing Envelope Systems**

**Roof:** Pre-engineered metal building rigid frames at 25'-0" o.c. with roof purlins 5'-0" o.c., 3" foil faced pinched insulation, 1 ½" - 26 ga. metal exterior roof panel.

**External Walls**: Pre-engineered metal building primary column frames, 8" horizontal wall girts with a 1" offset, 3" foil faced pinched insulation, 1 ½" - 26 ga. metal exterior wall panel. Interior wall is lined with wood panel in several areas up to the first girt line





**Openings:** New vinyl slide by windows with ½" insulated glass in the office area along the east and south elevations. Original hollow metal frame and insulated hollow metal door panels at the exterior man/service doors, insulated overhead sections doors. 3'x 5' insulated opaque skylights in the roof.

**Internal Partitions:** Concrete block wall at the perimeter of the support area.

**Slab / Foundation:** Reinforced uninsulated shallow concrete slab on grade foundation with 6" floor slab poured integral with the foundation. Thickened floor slab at interior masonry walls. Slab was poured with cold joint and no additional control joints.

#### **Existing Interior Systems**

**Storage mezzanine:** Accessed by wood framed stairs (per OSHA requirements). Wood floor joists span east to west, east and west masonry toilet room wall are bearing, three remaining wood beams partially exposed in the office area clear spanning 20'-0" north to south completes the floor structure. The finished floor is wood plank perpendicular to the floor joist. A 42" wood guard rail is attached to the floor system along the open north and west walls. Mezzanine is posted as 125 PSF loading. The area is being used for lightweight storage, photo F1-H1.

**Ceilings:** Office area interior ceiling and walls clad with newer metal wall panels. Toilet room walls are covered with 5/8" gypsum board on the underside of the storage mezzanine floor joists.

Flooring: Exposed concrete slab throughout. The main shop slab is sloped to a central trench drain.

**Doors**: Hollow metal door frames with solid core wood doors.

**Toilet Rooms:** Metal toilet partitions, wall hung sink, floor urinal and floor mounted water closet. The drinking fountain and eyewash station are located outside the toilet room.

#### **Existing Conditions**

The building is in good to fair condition and structurally sound. The pre-engineered metal building assembly is original. There is one frame that appears to have been hit and bent, there are three braces damaged as a result. photos A-C. The exterior envelope wall to roof seal is compromised and daylighting was observed in multiple locations. The existing metal rigid frames are in good condition with painted coating peeling, photos O1,P1. The interior vapor barrier / insulation system on the interior side of the wall and roof is torn, cut open or simply nonexistent in some locations. Photos D-H. The skylights have been resealed numerous times as a means of repairing leaks in the roof system, photo I,M1. The original metal wall panels have voids at areas of removed penetrations, some rusting around exterior door openings and base angle connections, wall panel below the office exterior wall are rusted through and spray foamed in place. All trim exhibits surface rusting, photos N-Q. The interior masonry wall at the support area and interior toilet room wall are subject to expansion and contraction, there are two sections along the garage shop side of the wall and the interior toilet room wall where the wall mortar has fallen out or separated from the adjacent masonry units, creating a stepped crack at the mid-section and over the toilet room door and interior toilet room wall. There are no control joints in the 30' wall dimension or at the door openings that also maybe contributing it the issue, photos R-V. All the exterior doors are original with surface rust, photos I-M. Concrete floor slab has some spalling at the perimeter of the trench drain. The interior floor slab cracking is normal due to the lack of control joints, photos W-X. The support area is lacking in a code compliant heating and ventilation system, currently the office is heated with a wood burning unit, windows are opened for ventilation, toilet room has a nonfunctioning wall heater and no exhaust air fan or ventilation, photos Y,Z,A1. The garage area should be evaluated for adequate vehicle exhaust system and welding exhaust, the current system of adding a hose to the exhaust is not code compliant, photo R1. The toilet room hardware lockset must be removed and replaced with a privacy lock to accommodate the unisex function of the room. The toilet room lacks ADA accessible clearances and height requirements for the current code requirements, photos B1 E1.

















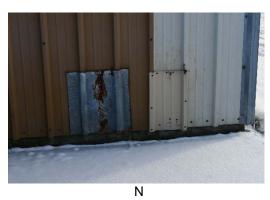






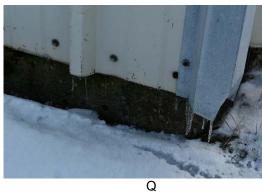






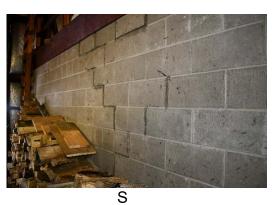














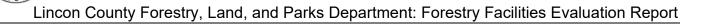
























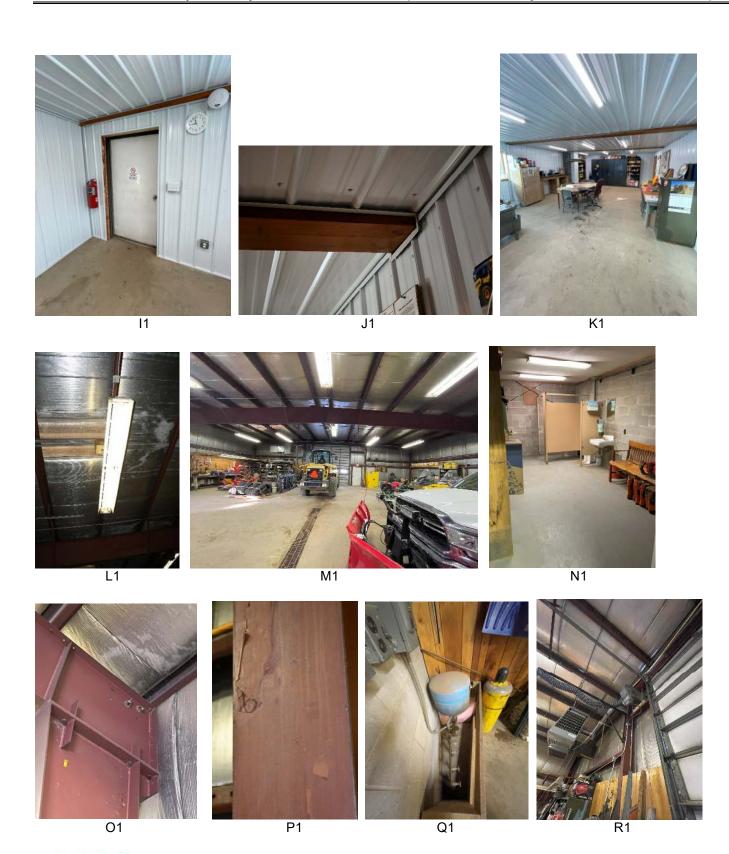








FUNCTION Design Studio







#### **Proposed Envelope Improvements**

**Roof:** Replace the original metal roof panels with no skylights, add simple saver insulation system infilled between the purlins, new wall to roof seal and trims as a long-term facility investment improvement. Additional option that allows the roof deck to remain in place, Option 1: Add fluted insulation above the existing roof panel and new metal roof panels.

**External Walls:** Remove existing wall panels, add simple saver insulation wall system at the girt cavity, install new metal exterior wall panels as a long-term facility investment improvement. Option 1: Repair voids, cut out rust and repaint. Clean and paint interior rigid frames.

**Openings**: Clean door frames and panels and repaint, replace all weather stripping and sweeps. Reseal all exterior joints at perimeter of windows and doors. Replace all material transition sealant joints, replace all non-compliant hardware with level handle lock sets. Long term facility investment improvement to replace all service doors and overhead sectional doors with energy improved units.

**Slab** / Foundation: Cut out the damaged concrete slab area along the trench drain, pour in new slab edge and reset trench drain grating.

#### **Proposed Interior Improvements**

Interior Partition Walls: Tuckpoint interior masonry walls and add vertical control joints.

Rigid Frames: Clean and paint.

Interior Openings: Clean door frames and panels and repaint. Replace hardware with ADA compliant hardware.





#### 2.2 Facility Evaluation 1980 Cold Storage Building

The building was constructed in 1980 and remains in its initial designed use. The pre-engineered wood post and beam framed building structure is 100'x60' (6,000 s.f.) with pre-engineered wood trusses building package by Jack Walter and Sons Corporation. The building functions as a vehicle/equipment cold storage building.



East (Front) Elevation

#### **Existing Envelope Systems**

**Roof:** Pre-engineered wood trusses @ 6'-0" o.c. with 2x4 wood roof purlins, 2x4 continuous lateral bracing, 28 ga. batten rib metal exterior roof panels

**External Walls**: Pre-engineered 2x6 wood post @ 6'-0"o.c., 5'-0" min below grade set in concrete mix around the post, 2x6 fire treated wood girts at the exterior side of post 3'-0" o.c., 2x4 wood double knee brace wall to truss tie to wall connection, 28 ga. batten rib metal exterior wall panels

**Openings:** Original hollow metal frame and hollow metal door panels at the exterior man/service doors, two 16'X14' double sliding end doors and one 12'x12' single sliding door.

#### **Existing Interior Systems**

**Interior:** Exposed structure and exposed compacted dirt floor.

#### Existing Conditions

The building is in fair condition and structurally sound. The pre-engineered wood post and beam framed building assembly is original. The exterior wall panels are rusted through at the side wall fire treated wood girts in several locations, photos AA-GG. The roof panels appear to be in good condition with no apparent rusting, photo BB. The gutter was removed from the end walls and existing supports are extending through the wall panel and 3'-0" of downspout extension are left attached to the building at the base unconnected, photos HH-II.









Interior Structure - West Elevation

Interior Structure - East Elevation

#### **Proposed Envelope Improvements**

**Roof:** Remove all gutter supports and downspout from the side walls. Continue to inspect roof for future rusting or seam repairs.

**External Walls:** Remove existing wall panels, add foam breaker material to all wall girts and replace metal exterior wall panels with 24 ga metal wall panels

Openings: Clean door frames and panels and repaint













#### 3.0 Mechanical Observations and Recommendations

The mechanical review was limited in nature. Please see the following for analysis and information that is not included in this review:

- Heating/cooling load calculations and verification of system capacities (heating, cooling and ventilation) to meet code requirements and building loads.
- Current exhaust / ventilation airflows were not measured or verified to meet code requirements and building loads.
- Detailed/specific evaluation of heating, cooling and ventilation equipment condition. This should be completed by a qualified HVAC technician/contractor.
- Investigation on the condition of below ground, in-wall or above ceiling piping or ductwork, including the interior condition of piping or ductwork. This should be performed by a qualified plumbing technician.
- This review does not guarantee the condition or remaining useful life of any equipment.

#### 3.1 1976 Forestry Service Building

#### **Existing Systems Description**

General Building Usage and Description

The building divided into two parts:

Vehicle/equipment storage and light repair

The building is used for servicing, and storing vehicles, equipment, and materials.

Support Area

Office area, storage and toilet room functions.

Building Heating

Vehicle/equipment storage and light repair

The area is heated by propone gas fired unit heaters (3 total).

The office space is heated by a wood burning stove.

The toilet room was designed with an in wall electric heater, appears to not be

operational.

**Building Cooling** There

There is no cooling in the facility.

**Building Ventilation System** 

Vehicle/equipment storage and light repair

Exhaust

This space does not appear to have any general exhaust fans that exhaust general building air. There is a small exhaust fan that captures fumes from the vehicles located

by means of a hose connected to the exhaust.

Supply / Make-Up Air There is a no make-up air

Ceiling Fans

There is three fans located near the center of the shop to move air, photos Z, A1.

Support Area Ventilation

There is a no mechanical ventilation or toilet room exhaust. Windows or opened for

fresh air in office.





**Temperature Controls**Shop area unit heaters are controlled by stand-alone programmable thermostat. Fans

are controlled by a switch.

Plumbing <u>Domestic Hot Water Heating</u>

The building includes a propane gas tank style hot water heaters in the interior toilet

room that serves the toilet room.

The shop area has one continuous trench drain, toilet room has a floor drain directly

plumbed to a septic system replaced recently to the south side of the building.

#### **Evaluation and Recommendations - Mechanical**

**Building Heating**The unit heaters were not tested for operation to verify condition but appear to be in fair working order. Replacement/repair of units can be expected over the upcoming years.

We recommend replacing all units within 10 years and having a qualified HVAC contractor/ technician assess the internal condition of heating appliances in this space within the next year.

Replace the support area wood burning unit with a new furnace, cooling condenser and ventilation air in the support areas

**Building Ventilation System** 

The building is over 850 SF and used for storage of 5 or more fueled vehicles, and therefore is required to be mechanically ventilated (Per Comm 64 of the Wisconsin Enrolled Commercial Building Code, Table 64.0403). A suitable exhaust and ventilation (make-up air) system will need to be installed.

By code, the ventilation system needs to operate a minimum of 5 hours per day or when automatically energized by the gas detection system sensing system. The gas detection system should include both carbon monoxide and nitrogen dioxide sensors.

Additionally, depending on desired space temperature and future building use, a direct fired propane gas make-up air unit could be installed to preheat the incoming ventilation air.

**Plumbing** Domestic Hot Water Heating

The existing domestic hot water heater appear to be in good operating condition, installed in 2010.

<u>Fixtures</u>

The existing fixtures appear to be in operating condition. The fixtures are not compliant with the current ADA requirements





#### 4.0 Electrical Observations and Recommendations

The electrical review was limited in nature. Please see the following for analysis and information that is not included in this review:

- Verification of existing electrical system capacities to handle current or future loads.
- Detailed / specific evaluation of existing electrical equipment condition. This should be completed by a qualified electrical contractor.
- Investigation on the condition of existing below ground, in-wall or above ceiling electrical conduit or wiring.

#### 4.1 1976 Forestry Service Building

#### **Existing Systems Description**

General Building Usage and Description

The building divided into two parts:

Vehicle/equipment storage and light repair

The building is used for servicing, and storing vehicles, equipment, and materials.

Support Area

Office area, storage and toilet room functions

Lighting

The existing interior lighting in the facility consists of fluorescent industrials, high bays lights in the vehicle area, and surface mounted fluorescent lighting in the toilet area. New LED surface lighting added to the office space and mezzanine. All interior lighting is controlled locally by manual switches, photos F1, K1-N1.

The existing exterior lighting on the facility consists of wall mounted site lighting with dust to dawn sensor. All the lighting is in fair condition.

#### **Evaluation and Recommendation**

Lighting

Any/all existing light fixtures should be replaced with LED alternatives. Occupancy sensor(s) would be recommended for lighting control, wherever possible, to ensure that the lighting is not on when the building or individual rooms are vacant.

Any exit signs in the facility that are not functioning should be addressed promptly.









#### 5.0 1976 Forestry Service ADA Non-Compliant Related Issues

- No designation of an accessible route to the facility
- Lack of designated handicapped parking
- All exterior doors threshold height is above the adjacent grade, no approaches to the service doors
- Non-compliant door hardware locksets
- Toilet rooms are non-compliant
  - o Fixture heights, types, clearances and maneuvering clear floor space

#### **Evaluation and Recommendation**

#### **ADA Compliancy**

- Pour new stoop apron, slab on grade at the main building office and garage entrance doors.
- Place all locksets with lever handled lockset hardware
- Designate 13'X20' handicapped parking space with access aisle, add signage
- Add 18" vertical grab bar in toilet stall









#### 6.0 Code Review of the 1976 Forestry Service Building

The following code research and list of Chapters are based on the 2015 IBC (International Building Code) with Wisconsin Amendments.

#### **Building Code Thresholds:**

The following is in regards to the thresholds for having to bring existing buildings up to code.

- Repairs to existing buildings will not require making changes to any other part of the buildings.
- Removals and replacements or covering of existing materials, elements, equipment, or fixtures may require that up to 20 % of the construction costs go toward making the building more accessible. Any new items used must meet current code. Ex: Replacing doors and locksets.
- Minor alterations (less than 50% of building) to the existing buildings may require that up to 20% of
  the construction costs go toward making the building more accessible, not including stairways. Means
  of egress items within the work area are to be brought up to code. Fire protection systems may be
  required within the area of work. Otherwise, the building outside of the work area does not need to be
  changed to adhere to current codes. Any items used in the alteration must meet current code.

\*Be aware that the thresholds stated above are generalizations and may be subject to requirements not mentioned. There are many items affected by the changing of an existing building. Any questions on specific situations should be directed to the Architect for a thorough code review and report to determine the exact code requirements.

Chapter 4 – Special Detailed Requirements Based on Use and Occupancy

- 406.6 Enclosed parking garages.
  - 406.4.2 Ventilation Shall be mechanically controlled in accordance with the International Mechanical Code
- 406.8 Repair Garages.
  - 406.8.1 Mixed uses shall be allowed in the same building as a repair garage subject to the provisions of Section 508.1
  - 406.8.2 Ventilation Shall be mechanically controlled in accordance with the International Mechanical Code

#### Chapter 29 – Plumbing Systems

- o 2902.2 Separate Facilities, Exception 2
  - Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including employees and public, of 15 or fewer
- 2902.3.5 Door locking
  - Where a toilet room is provided for the multiple occupants, the egress door for the room shall not be lockable from the inside of the room.









#### 7.0 Facility Opinion of Probable Cost

An opinion of probable cost has been developed for each facility from our observations and evaluations by discipline, Architectural, HVAC, Plumbing and Electrical. In providing this Opinion of Probable Cost (OPC), the client understands that Funktion Design Studio, LLC (FDS) does not have control over the price of labor, equipment, materials, or the Contractors means or methods of pricing. The OPC provided is made on the basis of FDS's professional qualifications and related experience. FDS makes no warranty, expressed or implied, to the accuracy of opinions as compared to bid or actual costs.







		Lincoln County For	restry Department Existing Facility Evaluation - Cost Matrix - Archi	tectural					
Location / Building	Issue	Code Compliance or Recommendation	Option	Qty		Cost/Ea	Total Cost	Phasing	Comments
Forestry Building	Roof leaking @ wall and skylights	Recommendation	Replace roof w/ simple save insulation and roof new panels	6000	sf	\$ 48	\$ 288,000	5-10 years	Total replacement
Forestry Building	Roof leaking @ wall and skylights	Recommendation	Insulation over deck, EPDM roof	6000	sf	\$ 32	\$ 192,000	5-10 years	Option 1
Forestry Building	Exterior wall panels - holes, trim rusted	Recommendation	Remove panels and replace w/new and all trims add insulation	6200	sf	\$ 42	\$ 260,400	10-15 years	Total replacement
Forestry Building	Exterior wall panels - holes	Recommendation	Patch holes, paint walls	6200	sf	\$ 9	\$ 55,800	5 years	Option 1
Forestry Building	Wall vapor barrier damage, lack of insulation	Recommendation	Remove interior finish, reinsulate	5500	sf	\$ 18	\$ 99,000	5-10 years	
Forestry Building	Masonry wall cracks	Recommendation	Tuckpoint, replace block	80	sf	\$ 32	\$ 2,560	5-10 years	
Forestry Building	Lack of control Joints	Recommendation	Cut new control joints, sealant	1	ALLOW	\$ 2,500	\$ 2,500	5-10 years	
Forestry Building	Weatherstipping failures, surface rust at service doors	Recommendation	Replace weatherstripping, paint lintels and doors	4	ea	\$ 800	\$ 3,200	5 years	
Forestry Building	Weatherstipping failures, surface rust at OHD	Recommendation	Replace weatherstripping, paint lintels and doors	3	ea	\$ 600	\$ 1,800	5 years	
Forestry Building	Weatherstipping failures, surface rust at service doors	Recommendation	New Units	4	ea	\$ 1,800	\$ 7,200	5-10 years	
Forestry Building	Weatherstipping failures, surface rust at OHD	Recommendation	New Units	3	ea	\$ 11,000	\$ 33,000	5-10 years	
Forestry Building	Replacement of overhead door motors	Maintenance	Future maintenance expense	8	ea	\$ 2,800	\$ 22,400	5-10 years	
Forestry Building	Slab spauling at trench drain and curb transitions	Recommendation	Repair concrete transition for expansion joint	20	lf	\$ 225	\$ 4,500	5-10 years	
Forestry Building	ADA stoops @ entry doors	Recommendation/ADA	Add slab on grade stoops	2		\$ 3,500	\$ 7,000	5 years	
Forestry Building	ADA Hardware	Recommendation/ADA	Swap all hardware sets to Lever Handles	6		\$ 800		< 5 years	
Forestry Building	Toilet room passage lockset to private lockset	Recommendation / ADA	Replace hardware	1		\$ 400	\$ 400	immediately	
Cold Storage Building	Damaged wall panels	Recommendation	Replace wall panels	6400	S.F	\$ 28	\$ 179,200	5 years	
Cold Storage Building	Remove gutter supports/downspouts	Recommendation	By Staff					5 years	

		Lincoln C	ounty Forestry Department Existing Facility Evaluation - Cost Mati	rix - Mechanic	al/ Electrical			
Location / Building	Issue	Code Compliance or Recommendation	Option	Qty	Cost/Ea	Total Cost	Phasing	Comments
Forestry Building	Toilet Room Exhaust	Code Compliance	Provide new exhaust fans in accessible location	1	\$ 1,500	\$ 1,500	5 year	
Forestry Building	Vehicle Exhaust System	Code Compliance	Provide updated system	1	\$ 30,000	\$ 30,000	5 year	
Forestry Building	Make-up air system	Code Compliance	Provide new make-up air system	1	\$ 40,000	\$ 40,000	5 year	
Forestry Building	Office heating, cooling, ventilation	Code Compliance	Provide new HVAC system for H/C/V/ ductwork	1	\$ 6,000	\$ 6,000	5 year	
Forestry Building	Unit Heater Setback Controls	Recommendation	Provide 7 day programmable thermostats	3	\$ 800	\$ 2,400	10 years	
Forestry Building	Replace Unit Heaters	Recommendation	Provide updated system	3	\$ 5,000	\$ 15,000	10 years	
Forestry Building	Gas Detection and Monitoring System	Code Compliance	Provide gas detection/monitoring system	1	\$ 15,000	\$ 15,000	5 year	
Forestry Building	Domestic Hot Water Heating	Recommendation	Provide domestic hot water heater	1	\$ 5,000	\$ 5,000	10 years	
Forestry Building	Replace lighting w/ LED	Recommendation	Replace with T8 or LED fixtures	20	\$ 750	\$ 3,600	5-10 years	
Forestry Building	Exit signs replace w/LED	Code Compliance	Replace exit signs	3	\$ 600	\$ 1,800	5-10 years	
Forestry Building	Lighting Control	Code Compliance	Add local occupancy sensors	4	\$ 800	\$ 3,200	5-10 years	
Forestry Building	Upgrade ceiling fans	Code Compliance	Recircuit fans to multiple branch circuits	2	\$ 1,600	\$ 3,200	5-10 years	
Forestry Building	Outdated electrical panels	Recommendation	Replace with new panels/gear	2	\$ 7,500	\$ 15,000	5-10 years	

#### 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 give permission to the Distance Riders of Wisconsin to sponsor an organized event at Horseman's Park in the Underdown.

June 7, 8 & 9, 2024 Date(s) of Event

The Distance Riders of Wisconsin will provide the Lincoln County Forestry, Land and Parks Department with proof of insurance coverage.

The User (Distance Riders of Wisconsin) 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 Club	Date
Dean Bowe	Date
County Forest Administrator	

# **Lincoln County Employee Timesheet**

Name: Dean Bowe Employee Number: 197	Depa	Department: Forestry	Forestr	<			Pay Period:	riod:			ı
Representative Status: Nonrepresented FLSA Status: Exempt								From:	1/22/2024	<b>To</b> : 2	2/4/2024
1/24 1/25	8 1/29	1/30	1/31	2/1	2/2	2/3	2/4		:	FMLA	
Mon Tue Wed Thur Fri Sat Sun	n Mon	Tue	Wed	Thur	Fri	Sat	Sun	Hours	Pay Category	hours	
8 6.5 9.5 8 8 8	9	8.5	8.5	6.5				72.5	Regular:		
1.5				1.5	8			11	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		
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8 8 9.5 8 8 0 0	9	8.5	8.5	8	8	0	0	83.5	TOTAL HOURS REPORTED	ED	
I certify that the foregoing is true and correct.  The foregoing is true and correct.  Employee signature		'									
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Supervisor signature			Manda	Mandatory for all employees	all emp	oloyees					
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# **Lincoln County Employee Timesheet**

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#### County Forest Administrator's Report Department Activity January 2024

#### Specific Activities:

- 1/3 A&L Meeting
- 1/5 Finance Meeting, look at roads for proposed Jeep Ride
- 1/8 Discuss possible roads and ideas for Jeep Ride with Mr. Nowak
- 1/11 Merrill/Wausau Trail meeting to choose Master Plan development firm
- 1/15 Committee meeting
- 1/17 Check on roadside brushing, New Wood roads
- 1/18 Prairie River H&H quote request
- 1/23 Secure tax deed properties where possible
- 1/24 WCFA conference call
- 1/30 Look at culvert replacement sites with Land Conservation and DATCP. Check on timber sales and other roads
- 1/31 Review forestry shop buildings report

Review paperwork on Spring 2024 timber sales

Review quad axle dump box quotes

Review ordinance changes

Work on tree planting contract

Work on resolutions for County Board

Work on Camp New Wood ARPA projects

Work on snowmobile trail issues, certificates of insurance

Work on contracts for new wells in New Wood and Otter Lake campgrounds

Work on Prairie Dells Bridge project with Land Information staff, discuss with DNR and City of Merrill, submit Wetland Determination Request to DNR

Work on Annual Report

Shop crew working on: Red pine release (TSI), roadside brushing, mulching small trees and brush at Service Center, Red Pine release on Honey Rd. stand,

Foresters working on summer 2024 sales, surveying

#### General Activities

2022-23, 23-24 Snowmobile and ATV Grants

Forest Certification Issues

Tax Delinquent Parcels

Contact with Recreational Officer on Issues

**Issue Permits** 

Timber Sale Monitoring and Administration

Worked with Public on Issues Brought to Office

Work with Loggers on Issues Brought to Office

Preparation of Information for Committee Meeting