



# PROPERTY COMMITTEE MEETING

**Monday, July 7, 2025 – 1:00 p.m.**

Barron County Government Center - Veterans Memorial Auditorium  
335 East Monroe Avenue - Barron, WI 54812

## AGENDA

1. Call Meeting to Order
2. Public Meeting Notification
3. Public Comment
4. Approve Agenda
5. Approve Minutes of June 2, 2025
6. Upper 90 - UWECBC Energy Audit
7. UWECBC Campus Daycare Fencing
8. Property Line Encroachments
9. Authorize Contract for Dam Repairs. Inspection & Analysis – Ayres Associates
10. Resolution – Authorizing Release of Approximately 2.685 Acres of County Forest Land – Town of Cedar Lake Per State Statutes 28
11. Staff Reports / Updates
  - a. Draft Memorandum of Understanding – UWECBC Bathroom & Pavilion
  - b. Dam Update
  - c. Forestry Signs
12. Suggestions for Future Agenda Items
13. Review Voucher Edit Lists
14. Set Next Meeting Date
15. Adjournment

**PLEASE CALL 715-537-6841 IF YOU ARE UNABLE TO ATTEND**

cc: B. Rogers, B. Schradle, C. Moen, C. Fowler, D. Heller, K. Bartlett, B. Effertz, S. Olson, J. Cisek, D. Gifford, J. Wolfe, A. Mickelson, J. French, J. Muench, S. Mohns, Webmaster & 3 Public Postings

*Any person who has a qualifying disability under the Americans with Disabilities Act and requires the meeting or materials at the meeting to be in an accessible format must contact the County Clerk's office at 715-537-6200 at least 24 hours prior to the meeting so that arrangements may be made to accommodate your request.*



# PROPERTY COMMITTEE MEETING

**Monday, June 2, 2025 – 1:00 p.m.**

Barron County Government Center - Veterans Memorial Auditorium  
335 East Monroe Avenue - Barron, WI 54812

## Minutes

**Members Present:** Bob Rogers, Carol Moen, Dana Heller, Bill Effertz, Bill Schradle

**Others Present:** Jeff French, Jodi Busch, Louie Okey, Tyler Gruetzmacher, Steve Olson, Aaron Mickelson, Abby Fischer, Ryan Urban

**Others Present Virtually:** Wendy Coleman, Lily Strehlow, Mario Millonzi, Patrick Diedrich

The Property Committee was called to order by Chair Heller at 1:00 p.m. on Monday, June 2, 2025.

Public meeting notification was provided by French confirming compliance with open meeting requirements.

Public Comment: None

**Motion:** (Moen / Rogers) to approve the agenda as presented. Carried

**Motion:** (Schradle / Effertz) to approve the minutes of May 12, 2025 as presented. Carried

Upper 90 - UWECBC Energy Audit: Fischer gave an update on the energy audit funding and introduced Mario Millonzi and Patrick Diedrich with Upper 90. Millonzi and Diedrich presented information on the Rural Energy Startup Program Grant. Upper 90 will be conducting an energy audit at the Campus and will be providing recommendations as well as potential costs. Another grant may be available to assist with the recommendations. Discussion. Upper 90 staff will be present in person at the July Property Committee meeting.

Dam Project Costs: Gruetzmacher presented a proposed 2 year plan for dam projects including Chetek Dam concrete repair and determination of the future of the powerhouse building; 10 year inspection on the Haugen Dam; Rice Lake Dam concrete repair and gate inspection; Mikana Dam equipment replacement; Little Sand Lake Dam outlet pipe repair and dam failure analysis. Engineering proposed to not exceed \$140,000. WI Dam Grant funds will be applied for funding assistance if available.

### Staff Reports / Updates

- Timber Update – Norwegian Pine Timber Sale: French gave an update on the proposed sale.
- Draft Memorandum of Understanding – UWECBC Bathroom & Pavilion: Draft of MOU is being reviewed by the City of Rice Lake.

- Fixed Asset Listing: Busch gave an update on the fixed asset listing that was provided in the packet per County policy.

Suggestions for Future Agenda Items: property line encroachments, energy audit; UWECBC campus daycare fencing

There were no questions or concerns regarding the voucher edit lists.

Set Next Meeting Date: July 7, 2025 at 1:00 p.m.

**Motion:** (Rogers / Effertz) to adjourn at 1:54 p.m.

Minutes submitted by:  
Wendy Coleman, Executive Assistant

***Minutes are not official until approved by the Property Committee at their next meeting.***

# INVESTMENT GRADE AUDIT (IGA) - MEMO

**Barron County Property Committee**  
**July 7, 2025**

## Overview

Upper 90 has completed an Investment Grade Audit (IGA) of Barron County's facilities. The IGA is a comprehensive assessment where a variety of energy conservation and infrastructure improvement opportunities have been identified. Each recommendation has been partially engineered to the point of a "Rough Order of Magnitude", and includes a range of cost estimates, estimated annual utility/energy savings, and anticipated payback periods.

## Agenda

- Present IGA findings
- Review each recommendation in detail (scope, photos, cost/savings, etc.)
- Discuss overall program investment and procurement options
  - County purchasing policy
  - Performance Contract (State Statute 66.0133)
  - The Interlocal Purchasing System (TIPS)
- Gather feedback and answer any questions from committee members

## Next Steps

Following the Committee's feedback, Upper 90 will finalize any remaining engineering work needed to propose a "Guaranteed Maximum Price" (GMP) for each of the selected recommendations. Upper 90 will not further engineer recommendations that are not of interest to the committee.

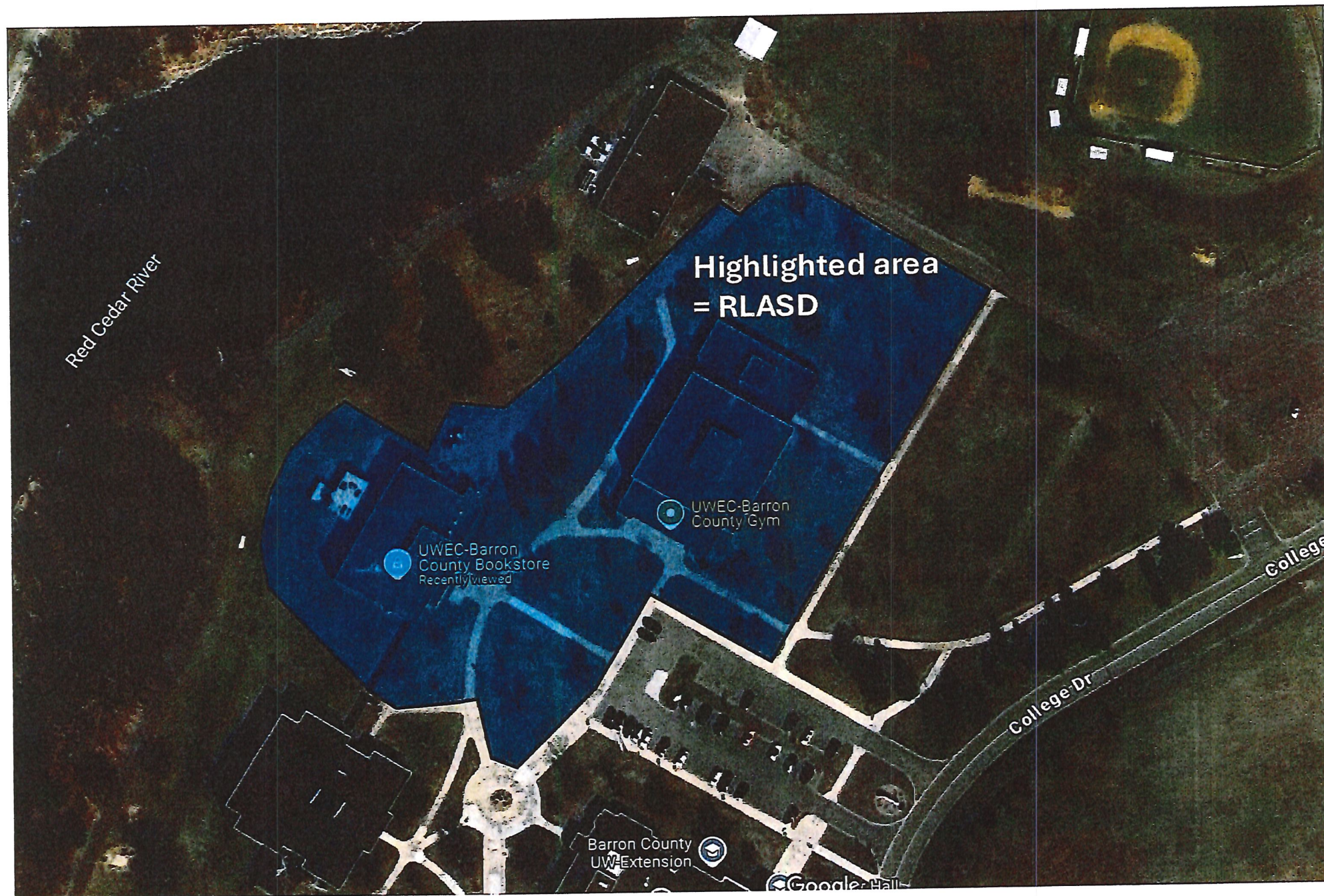
Final recommendations and GMP pricing will be presented at the County Board meeting on July 21<sup>st</sup> 2025 for approval consideration and implementation.

For any questions in advance of the meeting, please contact:

**Patrick Diedrich**  
Account Executive  
Upper 90  
608-576-9612  
patrick@upper90.info





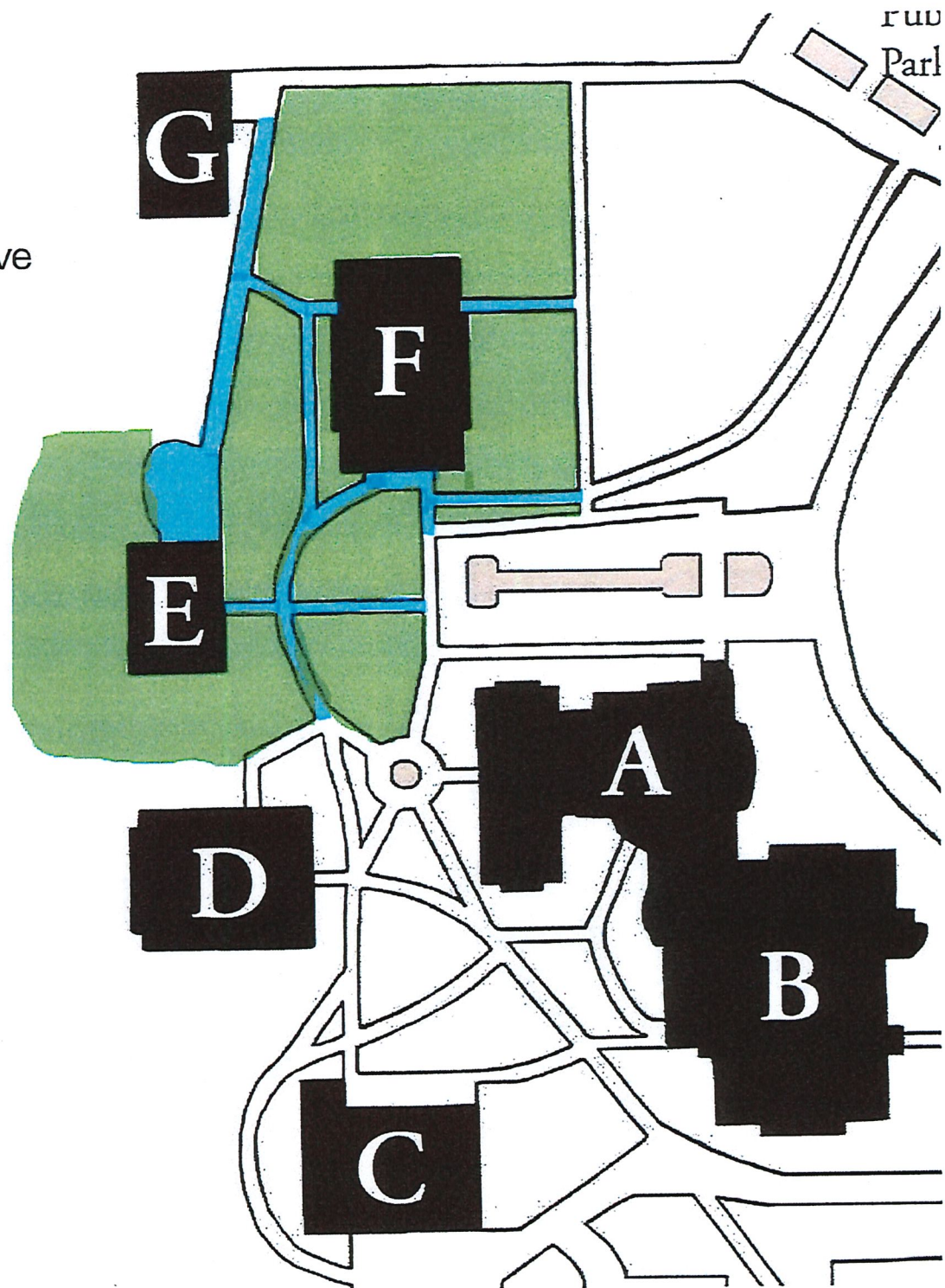






E = Childcare Center

F = Gym



May 1, 2025

Tyler Gruetzmacher  
Barron County Soil & Water Conservation Department  
335 E. Monroe Ave.  
Barron, WI 54812

Re: Barron County Dams Repairs & Inspections Proposal

Dear Mr. Gruetzmacher,

Thank you for the opportunity to submit this proposal for professional services for multiple dams in Barron County. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

### **Project Description**

Barron County has multiple needed repairs across multiple dams throughout the County. The Wisconsin Department of Natural Resources (WDNR) has issued concurrence letters for repairs on several of the dams listed below.

### **Scope of Services**

Ayres will complete the following tasks:

#### Chetek Dam

##### *Design Phase*

1. Conduct a design phase site visit to document the extent of the repairs needed and collect estimated quantities.
2. Prepare construction drawings and technical specifications for the proposed repair of the Chetek Dam.
3. Provide draft construction drawings and specifications to the County for review. Based on review comments received, revise the draft construction drawings and specifications to produce a final set ready for permit application submittal.
4. Prepare a WDNR Chapter 31 permit application for Owner's review and signature. We will remit payment for this permit and plan to submit it electronically on the Owner's behalf.
5. Revise project documents to include any conditions required by the WDNR Chapter 31 permit.
6. Prepare a WDNR Municipal Dam Grant application package for the repairs of Chetek Dam and send it to the Owner for signature. We will remit payment for the application and plan to submit it electronically on the Owner's behalf.

##### *Bidding Phase*

Following receipt of a Ch. 31 permit to remove the dam and Owner's authorization, we will:

7. Prepare a complete project manual including front-end contract documents, technical specifications, and appendices required to let the project for bidding.
8. Let the project for public bidding using the online QuestCDN platform.
9. Answer contractor questions and issue addenda, if needed.
10. Host a virtual bid opening where bids submitted via QuestCDN are "opened" and read aloud.

715.834.3161 | 3433 Oakwood Hills Parkway | Eau Claire, WI 54701-7698

[www.AyresAssociates.com](http://www.AyresAssociates.com)





11. Tabulate bids and review them with the Owner.
12. At Owner's direction, prepare a construction contract agreement between the selected contractor and the Owner and circulate for reviews and signatures.

#### *Construction Phase*

13. Attend a pre-construction meeting with the Owner, Contractor, and WDNR to overview the proposed repairs, construction schedule, required submittals, etc.
14. Review submittals and shop drawings, as necessary.
15. Make up to three site visits during construction, at times and intervals to be determined based on project schedule, to observe progress and to confirm work conforms with the contract documents. Site visits will be documented by photographs of ongoing work and daily field reports.
16. Prepare a set of record drawings.
17. Review contractor applications for payment.
18. Prepare a project punch list at substantial completion.
19. Assist the Owner with closing out the construction contract after final completion.
20. Prepare and submit to the WDNR record drawings, photos, and a letter of conformance to design intent, all of which are required as a condition of Ch. 31 permits.

#### Little Sand Lake Dam #1

#### *Design Phase*

1. Prepare construction drawings and technical specifications for the proposed repair of the Little Sand Lake Dam #1.
2. Provide draft construction drawings and specifications to the County for review. Based on review comments received, revise the draft construction drawings and specifications to produce a final set ready for permit application submittal.
3. Prepare a WDNR Chapter 31 permit application for Owner's review and signature. We will remit payment for this permit and plan to submit it electronically on Owner's behalf.
4. Revise project documents to include any conditions required by the WDNR Chapter 31 permit.

#### *Bidding Phase*

Following receipt of a Ch. 31 permit to remove the dam and Owner's authorization, we will:

5. Prepare a complete project manual including front-end contract documents, technical specifications, and appendices required to let the project for bidding.
6. Let the project for public bidding using the online QuestCDN platform.
7. Answer contractor questions and issue addenda, if needed.
8. Host a virtual bid opening where bids submitted via QuestCDN are "opened" and read aloud.
9. Tabulate bids and review them with the Owner.
10. At Owner's direction, prepare a construction contract agreement between the selected contractor and the Owner and circulate for reviews and signatures.

#### *Construction Phase*

11. Review submittals and shop drawings, as necessary.
12. Make up to one site visit during construction, at a time to be determined based on project schedule, to observe progress and to confirm work conforms with the contract documents. Site visits will be documented by photographs of ongoing work and daily field reports.
13. Prepare a set of record drawings.
14. Review contractor applications for payment.
15. Prepare a project punch list at substantial completion.

16. Assist the Owner with closing out the construction contract after final completion.
17. Prepare and submit to the WDNR record drawings, photos, and a letter of conformance to design intent, all of which are required as a condition of Ch. 31 permits.

#### *Dam Failure Analysis*

18. Review existing reports, computational models, dam/bridge drawings and other sources for relevant information necessary to complete the dam failure analysis.
19. Complete a topographical survey of the lowest adjacent grades on affected properties.
20. Create a HEC-RAS dam failure analysis hydraulic model using current geometry for hydraulic structures and overbank topographic data.
21. Simulate a no-failure condition, no-dam condition, and dam failure condition for the dam.
22. Generate hydraulic shadow maps based on results of the failure analysis model using County LiDAR data.
23. Prepare a narrative report, the WDNR dam failure analysis checklist, GIS and pdf versions of maps showing the three modeled flood conditions, and other electronic and graphical documentation as required by the WDNR. Draft study report and maps will be provided to the Owner for review.
24. If directed to proceed, submit the failure analysis report to WDNR for review.
25. Address review comments (one round of re-submittals to WDNR assumed) and provide final report and maps as pdf files and shapefiles to the Owner.

#### Mikana Dam

##### *Design Phase*

1. Prepare construction drawings and technical specifications for the proposed repair of the Mikana Dam.
2. Provide draft construction drawings and specifications to the County for review. Based on review comments received, revise the draft construction drawings and specifications to produce a final set ready for permit application submittal.
3. Prepare a WDNR Chapter 31 permit application for Owner's review and signature. We will remit payment for this permit and plan to submit it electronically on Owner's behalf.
4. Revise project documents to include any conditions required by the WDNR Chapter 31 permit.

##### *Bidding Phase*

Following receipt of a Ch. 31 permit to remove the dam and Owner's authorization, we will:

5. Prepare a complete project manual including front-end contract documents, technical specifications, and appendices required to let the project for bidding.
6. Let the project for public bidding using the online QuestCDN platform.
7. Answer contractor questions and issue addenda, if needed.
8. Host a virtual bid opening where bids submitted via QuestCDN are "opened" and read aloud.
9. Tabulate bids and review them with the Owner.
10. At Owner's direction, prepare a construction contract agreement between the selected contractor and the Owner and circulate for reviews and signatures.

##### *Construction Phase*

11. Review submittals and shop drawings, as necessary.
12. Make up to one site visit during construction, at a time to be determined based on project schedule, to observe progress and to confirm work conforms with the contract documents. Site visits will be documented by photographs of ongoing work and daily field reports.
13. Prepare a set of record drawings.



14. Review contractor applications for payment.
15. Prepare a project punch list at substantial completion.
16. Assist the Owner with closing out the construction contract after final completion.
17. Prepare and submit to the WDNR record drawings, photos, and a letter of conformance to design intent, all of which are required as a condition of Ch. 31 permits.

### Rice Lake Dam

#### *Design Phase*

1. Conduct a design phase site visit to document the extents of the repairs needed. A boat will be provided, if needed to provide access to the repair areas.
2. Prepare construction drawings and technical specifications for the proposed repair of the Rice Lake Dam.
3. Provide draft construction drawings and specifications to the County for review. Based on review comments received, revise the draft construction drawings and specifications to produce a final set ready for bidding.

#### *Bidding Phase*

Following receipt of a Ch. 31 permit to remove the dam and Owner's authorization, we will:

4. Prepare a complete project manual including front-end contract documents, technical specifications, and appendices required to let the project for bidding.
5. Let the project for public bidding using the online QuestCDN platform.
6. Answer contractor questions and issue addenda, if needed.
7. Host a virtual bid opening where bids submitted via QuestCDN are "opened" and read aloud.
8. Tabulate bids and review them with the Owner.
9. At Owner's direction, prepare a construction contract agreement between the selected contractor and the Owner and circulate for reviews and signatures.

#### *Construction Phase*

10. Review submittals and shop drawings, as necessary.
11. Make up to one site visit during construction, at a time to be determined based on project schedule, to observe progress and to confirm work conforms with the contract documents. Site visits will be documented by photographs of ongoing work and daily field reports.
12. Prepare a set of record drawings.
13. Review contractor applications for payment.
14. Prepare a project punch list at substantial completion.
15. Assist the Owner with closing out the construction contract after final completion.
16. Prepare and submit to the WDNR record drawings, photos, and a letter of conformance to design intent, all of which are required as a condition of Ch. 31 permits.

#### *Gate Inspection*

17. Provide a SPRAT certified climber to complete a detailed visual and physical condition inspection on all gate members via rope access for all gates. A dry working area will be needed to complete a safe inspection. County staff capable of operating the gates will need to be on-site throughout the inspection.
18. Prepare an inspection report for submittal to the Owner stating all deficiencies noted for the gates.

### Bear Lake Dam

1. Contact the WDNR Regional Water Management Engineer and inform them that we will be conducting the required inspection for 2025.
2. Request and review the existing field file and previous inspection reports completed for the Bear Lake Dam.
3. Review existing Emergency Action Plan (EAP) and Inspection, Operation & Maintenance Plan (IOMP) for the dam prior to completing the inspection.
4. Conduct an onsite inspection of the dam, in accordance with the WDNR inspection requirements and guidelines.
5. Conduct a field survey of existing benchmarks, water levels (both headwater and tailwater), and other appurtenant components of the dam.
6. Complete a draft inspection report using the WDNR recommended inspection checklists, including photographs. Within the report, describe any dam deficiencies and recommend remedial actions, and a timeline to complete the actions as required by WDNR. We will submit the draft inspection report to the County for review and approval.
7. Upon approval from the County, submit the final inspection report to the WDNR Regional Water Management Engineer for review and concurrence.

### **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.

### **Additional Services**

Additional services such as updating EAPs or IOMPs, an underwater inspection, or gate analyses are not included within this scope of services. If these services are needed, an updated scope of services, including fee estimate, would need to be completed.

### **Time Schedule**

For each project, we will prepare draft construction drawings and specifications for the Owner to review within 120 calendar days of receiving the Notice to Proceed. After receipt of the Owner's review comments, we will prepare the draft WDNR Chapter 31 permit application as required within 14 calendar days and submit to the Owner for final concurrence.

#### **Bear Lake Dam:**

Ayres will conduct the onsite inspection between May and September 2025 to meet the WDNR's end-of-year deadline to complete dam inspections. A draft inspection report will be submitted to the City within 30 days of the inspection for review and approval. Upon review and approval, Ayres will submit the final inspection report to the WDNR Regional Water Management Engineer within 14 days of the City's approval.

### **Assumptions**

We are assuming the Rice Lake Dam repairs and some portions of Chetek will fall under maintenance and therefore, plan approval will not be required.

Mr. Tyler Gruetzmacher  
May 1, 2025  
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Construction of all projects is assumed to take place between September 1, 2025, and September 30, 2026.

### Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee, plus reimbursable expenses and subconsultant charges. The estimated cost of services is listed below. We will not exceed an amount of \$140,000 without your prior approval. The Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached as Appendices 1 and 2, respectively.

We estimate the following breakdown:

Chetek Dam: \$39,900  
Little Sand Lake Dam #1: \$22,900  
Little Sand Lake Dam #1 Dam Failure Analysis: \$19,600  
Mikana Dam: \$21,500  
Rice Lake Dam: \$23,900  
Rice Lake Dam Gate Inspection: \$7,300  
Bear Lake Dam Inspection: \$3,950

### 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.

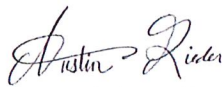
This proposal is valid until June 6, 2025 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc.



Peter E. Haug, PE  
Manager – Water Resources



Austin Rieder, PE  
Project Manager

Accepted by Owner:

Barron County Soil & Water Conservation Dept.  
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. 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, Professional 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 provided 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.



## 2025 FEE SCHEDULE

Billing Category	(\$)
Principal	\$ 280.00
Senior Project Manager	\$ 210.00
Project Manager II	\$ 190.00
Project Manager I	\$ 170.00
Senior Professional VI	\$ 250.00
Senior Professional V	\$ 230.00
Senior Professional IV	\$ 220.00
Senior Professional III	\$ 200.00
Senior Professional II	\$ 185.00
Senior Professional I	\$ 170.00
Professional IV	\$ 160.00
Professional III	\$ 150.00
Professional II	\$ 140.00
Professional I	\$ 130.00
Engineering Technician	\$ 95.00
Senior Designer	\$ 150.00
Designer	\$ 130.00
SUE/Survey Lead	\$ 150.00
SUE/Survey Technician	\$ 110.00
Field Technician	\$ 90.00
Project Administrator	\$ 130.00
Administrative Assistant	\$ 105.00

### **DIRECT PROJECT CHARGES**

Actual costs incurred. Includes subcontractors, analytical services, printing/graphic services, freight and courier services and use of outside vendors for supplies and materials.

### **ASSOCIATED PROJECT CHARGES**

Associated Project Costs (APC) based on labor fees.....4.85%

APC includes PPE, construction monitoring software, in-house supplies, telecommunications charges, postage (excluding freight costs and courier service), project specific materials and/or small equipment needed, and routine in-house reproduction. Printing and large volume reproduction costs will be invoiced as an outside service.

### **OTHER COSTS**

Ayres Reimbursable Expense Schedule for company owned equipment, vehicles, and software is attached. In addition, reasonable employee's expenses, including meals and lodging incurred during authorized travel, are billed at actual cost or the current CONUS per diem rate. Automobile rental and airfare costs will be invoiced at actual cost.

An administration fee of ten (10) percent will be applied on all direct charges (including subcontractors, travel, direct costs, and service providers).



## **Reimbursable Expense Schedule** (Revised October 10, 2024)

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**Policy:** It's the policy of Ayres Associates that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and are reviewed/updated annually.

### **Company-Owned Equipment**

#### **ENVIRONMENTAL MONITORING, SAMPLING, TESTING:**

Groundwater Sampling	\$3.00	Sample
Nuclear Density	\$48.60	Day
Soil Sampling	\$7.25	Sample
Temp/pH Conductivity Meter	\$11.60	Day
Water Level Meter	\$4.15	Day

#### **CONSTRUCTION TESTING AND SAMPLING:**

Concrete/Testing Equipment	\$75.60	Day
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#### **PHOTOGRAMMETRIC AND SURVEYING:**

Drone – common	\$160.00	Day
Drone - Inspection	\$1,430.00	Day
GPS	\$70.50	Day
High Precision Digital Level	\$40.35	Day
Laser/Automatic Level	\$24.75	Day
Total Station (Robotic)	\$105.00	Day
360 Camera	\$50.60	Day

#### **STRUCTURAL ABOVE/UNDER WATER INSPECTION:**

Air Tank	\$26.65	Tank
NDT/Testing Equipment	\$435.00	Day

#### **SUBSURFACE UTILITY EQUIPMENT:**

Hammer Drill & Accessories	\$40.00	Day
RD Electronic Locating Device	\$110.00	Day
RD Ground Penetrating Radar	\$150.00	Day



VAC Truck	\$1,250.00	Day
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TRAFFIC DATA COLLECTION:

Miovision Scout VCU	\$130.00	Day
Traffic Counter	\$73.25	Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV)	\$105.00	Day
Boat/Motor/Trailer	\$430.00	Day
Company Trucks	\$1.10	Mile
Personal Auto	Current IRS Rate	

**Rented Equipment**

Employee-owned Dive Gear	\$15.00	Day
Employee-owned Wet Suit	\$10.00	Day
Rental Bucket Lift Truck	\$1,235.00	Day

**BARRON COUNTY RESOLUTION NO. 2025-\_\_\_\_**

**Resolution Authorizing Release of Approximately 2.685 Acres County Forest Land  
Town of Cedar Lake Per Wisconsin State Statutes 28**

**TO THE BARRON COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, Barron County owns County Forest Lands in the Town of Cedar Lake, Wisconsin, Section 19, Township 36 North, Range 10 West; and

**WHEREAS**, in early 2020 the County was preparing for a Timber Sale in this Forestry Block; and

**WHEREAS**, as a result of marking this Timber Sale a property line dispute occurred with the Bruenig Trust; and

**WHEREAS**, a detailed narrative of the actions and results of that dispute are attached to this resolution; and

**WHEREAS**, on Thursday May 29<sup>th</sup>, Mr. Doug Brown, County Forest and Public Land Specialist, Division of Forestry with the Wisconsin Department of Natural Resources, contacted CA French, via email, requesting that the County complete the necessary documentation so as to release this property from the County Forest; and

**WHEREAS**, subsequent to this email, other emails between the Barron County Corporation Counsels Office and Mr. Brown have occurred so as to effectuate the smooth withdrawal of this property from the County Forest Block; and

**WHEREAS**, Wisconsin State Statute 28.11 and Wisconsin Administrative Code, Department of Natural Resources, (NR) 48 specify how County Forest Land is withdrawn from the County Forest Block; and

**WHEREAS**, Form 2453-003 (R 3/29), *County Forest Law Withdrawal Application* is attached to this Resolution, as reference, for this requested withdrawal; and

**WHEREAS**, this Resolution was recommended for approval by the Barron County Property Committee on July 7<sup>th</sup>, 2025 on a vote of Supervisors XXXXX voting in favor and Supervisors XXXX voting against.

**NOW, THEREFORE, BE IT RESOLVED**, that with passage of this resolution the Barron County Board of Supervisors does hereby authorize the Corporation Counsel or County Administrator, or their designee, to complete Form 2453-003 (R 3/29), *County Forest Law Withdrawal Application* and all other necessary forms and procedures so as to complete the withdrawal of this property from the County Forest Block, Town of Cedar Lake.

**BE IT FURTHER RESOLVED**, that publication of this resolution may occur through posting in accordance with Section 985.02 of the Wisconsin Statutes.

**BARRON COUNTY RESOLUTION NO. 2025-\_\_\_\_\_**

**Resolution Authorizing Release of Approximately 2.685 Acres County Forest Land  
Town of Cedar Lake Per Wisconsin State Statutes 28**

**OFFERED THIS 21<sup>st</sup> day of July 2025**

<p>Number of readings required: One ( <input checked="" type="checkbox"/> ) Two ( <input type="checkbox"/> )</p> <p>Vote required for passage: Majority ( <input checked="" type="checkbox"/> ) 2/3 Entire Board (20) ( <input type="checkbox"/> )</p> <p>Source of funding: Budgeted ( <input type="checkbox"/> ) General Fund ( <input type="checkbox"/> ) Grant ( <input type="checkbox"/> ) Contingency ( <input type="checkbox"/> ) Other ( <input checked="" type="checkbox"/> ) Details: Not Applicable</p> <p>Fiscal impact: - Current year total amount: \$ NA - Future years total amount: \$ NA - Effect on tax levy – current year - \$ NA - Effect on tax levy – future years - \$ NA</p> <p>Fiscal impact reviewed by County Finance Department</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by County Administrator:</p> <p>_____ Jeffrey French, Administrator</p> <p>Approved as to form by Corporation Counsel:</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Dana Heller, Chair Property Committee</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted ( <input type="checkbox"/> ) Failed ( <input type="checkbox"/> ) Tabled ( <input type="checkbox"/> )</p>
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C:\word\corp counsel documents\Cedar Lake Release of 2.685 Acres CFL.docx



# OFFICE OF CORPORATION COUNSEL

BARRON COUNTY GOVERNMENT CENTER  
330 E. LASALLE AVENUE, ROOM 2130  
BARRON, WI 54812  
TEL. (715) 537-6393  
FAX (715) 537-6820

CORPORATION COUNSEL – JOHN MUENCH  
DEPUTY CORPORATION COUNSEL – SAMANTHA L. MOHNS  
CONFIDENTIAL SECRETARY – JUDITH LANSIN



June 17, 2025

Doug Brown  
County Forest & Public Lands Specialist  
[Douglas.Brown@Wisconsin.gov](mailto:Douglas.Brown@Wisconsin.gov)

**RE: Official County Forest Acreages – Town of Cedar Lake**

Dear Mr. Brown:

You have inquired about the transfer of approximately 2.685 acres of land in the Town of Cedar Lake that is part of the County Forest pursuant to Wisconsin Statutes Sec. 28. You have asked the following question regarding how the county gave CFL to a private party while it was enrolled in CFL:

1. Time line of events.
2. How/Was adverse possession claim legit? (summary of information and how long adverse occurred- don't need all the documentation).
3. Who made the decision to give the land away?
4. What legal grounds was that decision made on?
5. How did the land via ROD allow quick claim deed when entered into CFL?

I will address each of the questions; however, I will start with a brief factual background regarding the adverse possession claim and how the events unfolded. Early in 2020, the County was preparing for a timber sale in that section of the County Forest. A blue line was painted marking the boundary with the neighboring landowner (Breunig Trust). During the course of the survey, the County Surveyor at the time, Mark Netterlund, spoke with Jacob Breunig regarding the upcoming timber sale. Thereafter, there were various emails exchanged with Breunig's daughter.

There exists on the property, an old fence running the length of the 80. It is standing in some locations and under branches and leaves in other. The Northern portion was in the process of being removed by County employees. The survey revealed that the fence was located 62 feet off the surveyed line at the road and 118 feet off the surveyed line on the North end. Much of the land covered by the fence was through swamp or low land. The fence had obviously not been maintained for many years.

On May 13, 2020, the Breunig Trust filed a Notice of Circumstances of Claim pursuant to Wis. Stat. Sec. 893.80(1d)(c) claiming that a fence line existed to the east of the boundary line that was determined by the County Surveyor. The claim alleged that the fence was erected by Breunig Trust's predecessor in title and had been in existence for over 40 years. They further allege that the required time period had been met to establish adverse possession and that they were asserting ownership of the property up to the fence line (approximately 5.37 acres). The Barron County Board of Supervisors disallowed the claim at the August 17, 2020 County Board session.

On October 30, 2020, Barron County was served with a Summons and Complaint by the Breunig Trust seeking a Declaratory Judgment for Adverse Possession alleging that the fence was erected by the Plaintiff's predecessors-in-title and that the fence had existed since at least the 1970s. Plaintiffs further allege that the area between the Plaintiff's property line and the fence (the Disputed Area) has been exclusively used by Plaintiff and the Plaintiff's predecessor-in-title at least since 1970 and that the Trust and its predecessors-in-title have treated the Fence as the boundary line.

The Complaint sets forth that prior to July 1, 1980, one had to adversely possess land held by a state political subdivision for 40 years to acquire title to it pursuant to Wisconsin Statute section 893.10 (1977-78); however, on July 1, 1980, one had to adversely possess land held by a state political subdivision for 20 years to acquire title to it pursuant to Wisconsin Statute section 893.29 (1979-80). The Complaint alleges that the Breunig Trust and its predecessors-in-title had fulfilled the time requirements for both time periods under the statute.

The Complaint further alleged a claim for damages due to alleged negligence on behalf of the County because the County employees had entered onto the land and began the process of removing the fence in preparation for future logging operations.

The County filed an Answer to the complaint denying the allegations and setting forth its Affirmative Defense. What followed was a period of formal discovery with both sides submitting and answering interrogatories and requests for production of documents. Prior to setting the matter for a court trial before the Judge, the parties agreed to engage in mediation which was conducted by attorney David Deda from Rhinelander.

County property issues are handled by the Barron County Property Committee. Prior to engaging in mediation, the Property Committee's directive was not to relinquish any property and to take the matter to a trial if necessary. In the course of the discovery that we had engaged in up to that point, and based upon what we learned during the course of mediation, caused us to reconsider our position and the matter was brought back to the Property Committee for further discussion.

Here is what we learned during the exchanges prior to and during mediation:

- Cyrus Roux purchased parcel #1 (see attached map) from Barron County in 1953 and he and his son built the fence on it. Ronald Roux graduated in 1961, so the

- fence was built prior to that date. Roux purchased parcel #2 in 1969 and the fence was already in existence on that parcel when purchased; however, Roux had been previously farming that parcel prior to purchase.
- Roux sold both parcels to Donald and Sylvia Dvorak on January 29, 1970.
- Connie Bruenig (Dvorak's daughter will testify that her family moved onto the farm in 1970 and she grew up on the farm. She and her brother will testify that they kept livestock in the fenced in area and the fence was maintained to a level to keep livestock in.) The testimony is that they did so until 2003 when they sold the cows. (Plaintiff's had a calendar from 2003 with the date that the cows were sold).
- The property was sold to Bruenig on July 2, 1999; however, they will testify that Dvorak continued to farm for several more years.
- Historical photos of timber sales: Several different cuts clearly show that the harvest was up to the fence line and not the boundary line. One photo does not clearly distinguish the boundary line, but only shows the fence line in defining the area which is part of the sale. [One explanation was that sometimes the timber sale is only conducted to the fence line despite the fact that it does not match up with the actual boundary line].

Adverse Possession:

Time Periods:

- Prior to July 1, 1980 – 40 years. Wisconsin Statute section 893.10 (1977-78).
- After July 1, 1980 – 20 years. Wisconsin Statute section 893.29 (1979-80).

Effect:

- When adverse possession statutes change, the time periods that apply only change prospectively. This allows a party claiming adverse possession to utilize a prior statute and time period to prove their claim. The law allows the claimant to tack on periods of adverse possession based upon the predecessor's adverse use.
- The law of adverse possession does not require that a claimant continue to openly adversely possess the property after they have satisfied the required time period.
- These two elements allows a claimant to rely on a previous owners actions to achieve adverse possession without even adversely possessing the claimed property themselves for the requisite period of time.
- This legal twist is a very important element that applies directly to our case.

Analysis:

- Based upon the testimony above, it would appear that the Plaintiffs will be able to prove adverse possession under either the 40-year statute or the 20-year statute.
- The question for the County was, "How do we prove a negative?" We don't have testimony to refute their testimony regarding the use of the property and the fence during the required statutory time period.

- Their adverse possession claim was virtually established prior to Breunig's ownership of the land despite the fact that they never did anything to maintain the fence.
- If this claim was based upon the last 20 years, we would clearly win, but the adverse possession time requirements were met 20 years ago and anything that has happened after that fact is irrelevant – including doing nothing to maintain the fence or openly, adversely claim it.
- In order to proceed and fight this claim, we will need to complete discovery, including conducting depositions. Estimating that there may be as many as eight individuals who would need to have their depositions taken.
- Estimating at least one full day for a court trial to the Judge (Perhaps two).
- Estimating at least 2 weeks of work to prepare for the various depositions and court trial.
- The disputed portion of land consists of 5.37 acres which is half swamp. Estimated value of the land between \$10,000.00 and \$15,000.00. (2021 timeframe).
- Mediator's assessment was that he believed that there was a very substantial risk that the County would lose complete ownership of the land up to the old fence line because adverse possession had occurred under both the 40 year standard and the 20 year standard.

Property Committee Consideration and Decision:

As stated above, the Property Committee reconsidered their earlier position after consideration of the above testimony and legal implications as follows:

- Very strong likelihood that after a trial we would lose ownership of the entire 5.37 acres.
- Additional costs with little likelihood of prevailing including cost of depositions, potential for paying their attorney's fees, potential damages for removing fence, not to mention the time spent to prepare for and attend depositions and trial.
- The very strong likelihood that we would lose all of the land plus still have all the expense.
- Balancing these costs with the value of the property if retained or lost.

Based upon all the factors above, the Property Committee made the decision to enter into a mediated agreement to split the disputed parcel in half. The County would retain a little over 2.5 acres and the Plaintiff's would receive a little over 2.5 acres. The County Surveyor would survey a new line and clearly mark such line. Each side would provide the other a quit claim deed transferring any ownership interest that they may have in the disputed half. All other claims were waived and the Plaintiff's dismissed their lawsuit with prejudice. Both sides to be responsible for their own expenses including attorneys fees. The County would be responsible for removal of the fence which is now on the parcel that we retained. The mediator agreed to provide the County with a written assessment after the completion of the matter.

Ultimately, the decision that was arrived at by the Property Committee was not lightly made. They engaged in a lengthy discussion, but in the end, it was felt that the risk of losing the entire 5.37 acres was too great given the testimony we faced and the legal uphill battle we had to overcome. It was felt that keeping half the property undisputed as opposed to losing it all was the wisest choice.

I believe that the above information answers the first four of the questions listed. As far as question #5, "How did the land via ROD allow quick claim deed when entered into CFL?" That question I cannot answer. If I had to guess, I would say that is slipped through.

In conclusion, I have a couple of large file folders with documents and research generated in processing the County's defense of this matter. I have provided only an overview of the entire process, but I can provide you copies of any documents that you need.

I understand that we still need to go through the formal process of getting approval to withdraw the 2.68 acres of land from the County Forest. It appears that under Section 28.11 (11) Wis. Stats. that the County Board will need to pass a Resolution to make application to the department to withdraw the land. Under that section, it provides that the resolution shall first be referred to the County Forestry Committee which shall consult with an authorized representative of the department in formulating its withdrawal proposal. Further, the County Board shall not take final action on the application until 90 days after referral to the committee or until the committee has filed a report back to the County Board

The application shall include the land description, a statement of the reasons for withdrawal, and any restrictions or other conditions of use attached to the land proposed for withdrawal.


Given where we are at, what is your suggestion as to how we proceed? Should we take a Resolution to the County Board seeking permission to submit an application to the department? Is there an actual application or do we just include all the items listed in the statute?

At the end of the day, this is not a situation that the County willingly or voluntarily sought out. We were not selling the property for profit or any other purpose, but rather trying to preserve what we had without losing it all. Ultimately, if we hadn't made the decision, the Court would have, and I don't think we would have been happy with the result.

Please let me know if you have any thoughts or directions on how we should proceed with a formal withdrawal of the 2.68 acres, and whether you would require and further explanation or need any documents.

County Forest – Town of Cedar Lake  
June 17, 2025  
Page Six

Very truly yours,



John Muench  
Corporation Counsel

Cc. John Cisek, Jeff French

Attachments





> W $\frac{1}{2}$  SE Quarter

1970 LC Rook to Dvorak Vol 357 P615

1979 WD Satisfying LC W $\frac{1}{2}$  SE $\frac{1}{4}$  & other Lands  
Vol. 475 P229

1999 LC Dvorak to Breunig W $\frac{1}{2}$  SE $\frac{1}{4}$   
(SW-SE & NW-SE) & other lands Vol 842 p58

2004 WD Satisfying LC same property Vol 1514 p. 29

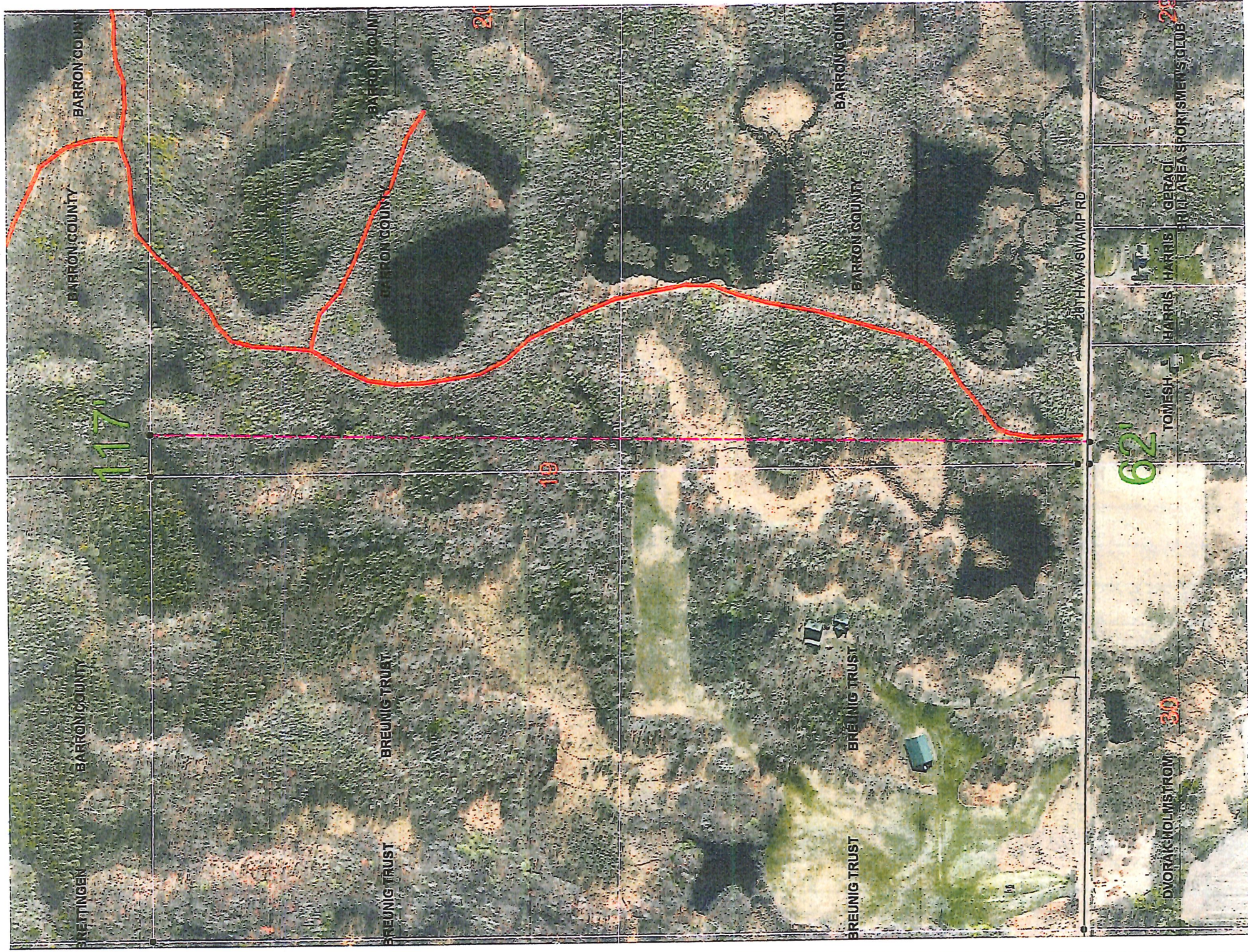
2009 Special WD to Breunig Trust Vol 2163 p. 446  
SW-SE & NW SE & other Lands

1931 Sheriff's Deed to Ruddick N $\frac{1}{2}$ -SE $\frac{1}{4}$  & SE-SE  
Vol. 126 P. 38 Deed to Ruddick to BC N $\frac{1}{2}$ -SE $\frac{1}{4}$  & SE-SE

1933 BC to Rook SW-NE & NW-SE  
Vol. 130 P488

1965 Rook to BC. SW-NE Vol. 314 p52 (to)












# PLAT OF SURVEY

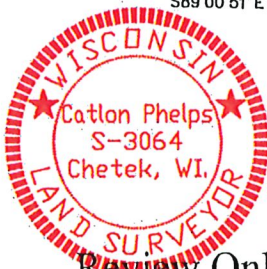
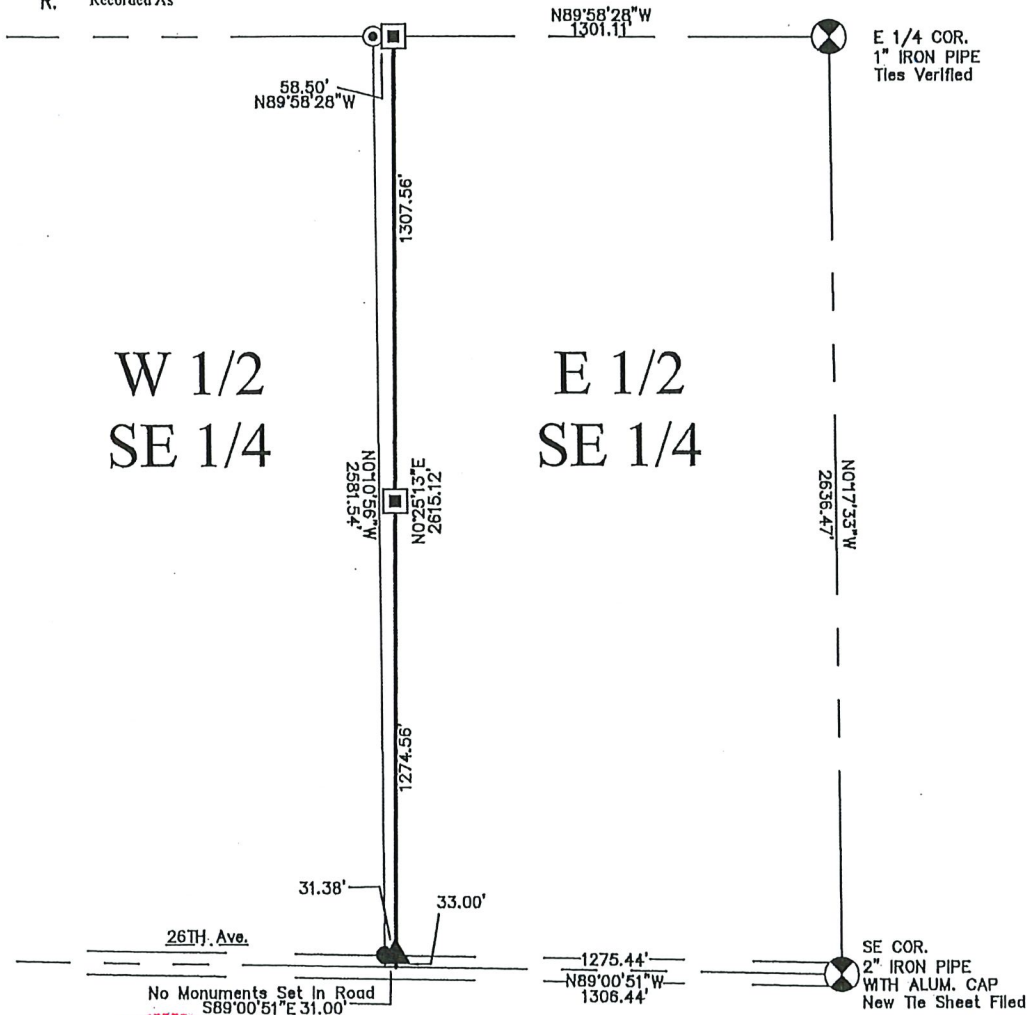
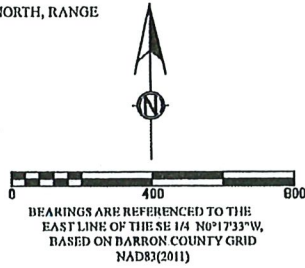
SURVEY OF PART OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 WEST, TOWN OF CEDAR LAKE, BARRON COUNTY, WISCONSIN.

## Legend

-  Monument As Noted
-  Found 1 1/2" Iron Pipe
-  Found 1" Iron Pipe
-  Set 1" od By 18" Iron Pipe 1.13 #/FT. WHITE T POST ALONG SIDE
-  Set 1 1/2" od By 63" Iron Pipe 1.68 #/FT. WHITE T POST ALONG SIDE
- R. Recorded As

## NOTE:

See Section Summary By Mark Netterlund dated Jan. 3rd, 2020 and filed as Section Summary #3716



Review Only

CATLON J. PHELPS, PLS-3064  
335 E. MONROE AVE., ROOM 2104  
BARRON, WI 54812

## LEGAL DESCRIPTION & CERTIFICATION

I CATLON J. PHELPS, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED PART OF THE EAST HALF OF THE SE 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 WEST, TOWN OF CEDAR LAKE, BARRON COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N89°00'51\"/>

THIS SURVEY AND MAP IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT I HAVE COMPLIED WITH THE PROVISION OF A-E 7 OF THE ADMINISTRATIVE CODE AND CHAPTER 236.34 OF THE WISCONSIN STATUTES. FIELD WORK COMPLETED 4/11/2022. I HAVE MADE THIS SURVEY AND MAP AT THE DIRECTION OF John Muench, BARRON COUNTY CORP. COUNSEL.

**Note:** Use of this form is required by the Department for any application filed pursuant to s. 28.11, Wis. Stats. The Department will not consider your application unless you complete and submit this application form. Information collected will be used for consideration of withdrawal of lands from County Forest Law. Personal information is not intended to be used for any other purpose.

We hereby certify:

That the Board of Supervisors of \_\_\_\_\_ County, in a meeting duly called and assembled on \_\_\_\_\_ (Date), through passage of Resolution No. \_\_\_\_\_, has authorized and directed this application to be made for the purpose of withdrawal of the hereinafter described lands from entry as county forest pursuant to Section 28.11(11), Wisconsin Statutes. That at the time of said meeting the total membership of said County Board was \_\_\_\_\_ members and that said resolution passed by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against with \_\_\_\_\_ absent and \_\_\_\_\_ abstaining.

That the information provided in this application meets requirements of Wis. Adm. Code s. NR 48.03 and will be used to investigate this application according to Wis. Adm. Code s. NR 48.04.

1. The legal description of the land, the acreage to be withdrawn from County Forest Law (CFL) and the acreage remaining under CFL following withdrawal (by quarter-quarter section) in the affected descriptions:

Township	Range	E or W	Section	Legal Description (1/4-1/4 section)	CFL Acres Withdrawn	CFL Acres Remaining	Parcel Identification Number
		<input type="radio"/> E <input type="radio"/> W					
		<input type="radio"/> E <input type="radio"/> W					

2. The purpose of the withdrawal, including proposed future use of the withdrawn land. Explain in detail the specifics of this withdrawal (including historical timelines if relevant to the withdrawal)
3. Explain present and future benefits of this withdrawal, identified by the County at the time of the application. Please include the decision-making process used to identify those benefits:
4. That this withdrawal complies with the County's 15 year plan. Please include references to relevant sections of the plan.
5. List all interested parties and their relationship to the withdrawal (e.g. Purchaser, grantor, grantee, lessor, lessee). Include their contact information (name, address, phone number, email address), unless this information is confidential under federal or state law or withheld under subch. II of Ch. 19, Stats.:

6. All consideration to be received in exchange for the withdrawn land. The county shall describe the proposed use and disposition of any land or money, or both, which are to be received in exchange for the withdrawn lands. If a land trade forms all or a part of the consideration, a legal description of the lands to be acquired shall be included as described for item 1. above.
7. Any reservations on the proposed transfer of title or other mechanisms to be put in place by the County to assure compliance with restrictions or conditions of the withdrawal, including a reversionary clause, retention of timber rights, status of mineral rights, etc.:
8. The attributes of the county forest site relevant to the intended future use and a comparison of the site and its attributes with other economically and environmentally feasible sites or areas if other sites or areas were considered:
  - a. Site Specific Attributes:
  - b. Alternatives Sites Considered (if applicable):
9. A description of the environmental and forest-related benefits and impacts affecting the withdrawn land and/or lands acquired, including:
  - a. Anticipated environmental benefits and impacts of the withdrawal (e.g., groundwater, surface water, wetlands, terrestrial resources, environmentally sensitive areas, game and non-game wildlife, etc.)
  - b. Discussion of economic benefits and impacts on the county or state as a result of the sale or exchange of the lands subject to the application (e.g., impacts on production of forest products, commodities, local taxes); and
  - c. Benefits and impacts to public health, safety, welfare, or other social benefits.
  - d. Benefits and impacts to public use and recreation.
10. The historical and archeological background of the land based upon county records and a site examination by County personnel:
11. Knowledge of the presence of endangered or threatened species of plants or wild animals on the land or in the waters on the land (please include date of NHI check, if applicable):

**COUNTY FOREST LAW WITHDRAWAL APPLICATION**

Form 2453-003 (R 3/19)

Page 3 of 3

Attached supporting documents (\* are required by NR 48)

- ☐ \*A copy of the County Board Resolution authorizing the filing of this application
- ☐ \*Map of land to be withdrawn and any lands to be received as part of a land trade containing the following attributes, if applicable
  - o County Forest Boundaries
  - o Topography
  - o Surrounding Land Ownership
  - o Forest Reconnaissance Data
  - o Aerial Photography
  - o Nearest State, County, or Local Roads
- ☐ Surveys or other land records
- ☐ Natural Heritage Inventory (NHI) and Archaeological/Cultural Resources results
- ☐ County forestry committee meeting minutes where this withdrawal was discussed
- ☐ Valuation or appraisal documents, if referenced in this application
- ☐ Copy of the proposal as submitted to the county (i.e. letter from the purchaser)

Clerk of \_\_\_\_\_ County      Signature \_\_\_\_\_

Date Signed \_\_\_\_\_      Printed Name \_\_\_\_\_

County Clerk Mailing Address  
(for return documents): \_\_\_\_\_

Please also provide the following contact information for the land proposed for withdrawal:

**COUNTY CLERK**

Township	Name	Address	Daytime Phone	Email

**TOWN CLERK**

Township	Name	Address	Daytime Phone	Email

**COUNTY FORESTRY COMMITTEE CHAIR**

Township	Name	Address	Daytime Phone	Email

**COUNTY REGISTER OF DEEDS**

Township	Name	Address	Daytime Phone	Email

## **Barron County Revives Woodland Education Sites with New Forestry Signs**

**Barron County, WI** — In 2023, the Barron County Woodland Owners Association officially disbanded after decades of dedicated service promoting sustainable forestry and woodland education. As a parting gesture, the organization donated its remaining funds to Barron County with the request that the money be used to continue their mission of forest education.

Roughly 30 years ago, the Association helped establish a network of educational forestry sites across the county. In 2024–2025, Barron County has worked to revitalize this system by updating and redesigning 20 of the most publicly accessible and frequently visited sites.

Each site now features a metal sign displaying a map and an explanation of the forestry practices being implemented in that location—ranging from selective thinning and habitat improvement to invasive species control and regeneration cuts. These signs serve not only as educational tools for the general public, but also as helpful references for private woodland owners who want to understand and adopt proper forest management on their own land.

“These updates ensure that the legacy of the Woodland Owners Association lives on by continuing to educate the public and support responsible woodland stewardship,” said Tyler Gruetzmacher, Barron County Conservationist. “We’re grateful for the foresight and generosity of the Association and excited to bring this educational network into the modern era.”

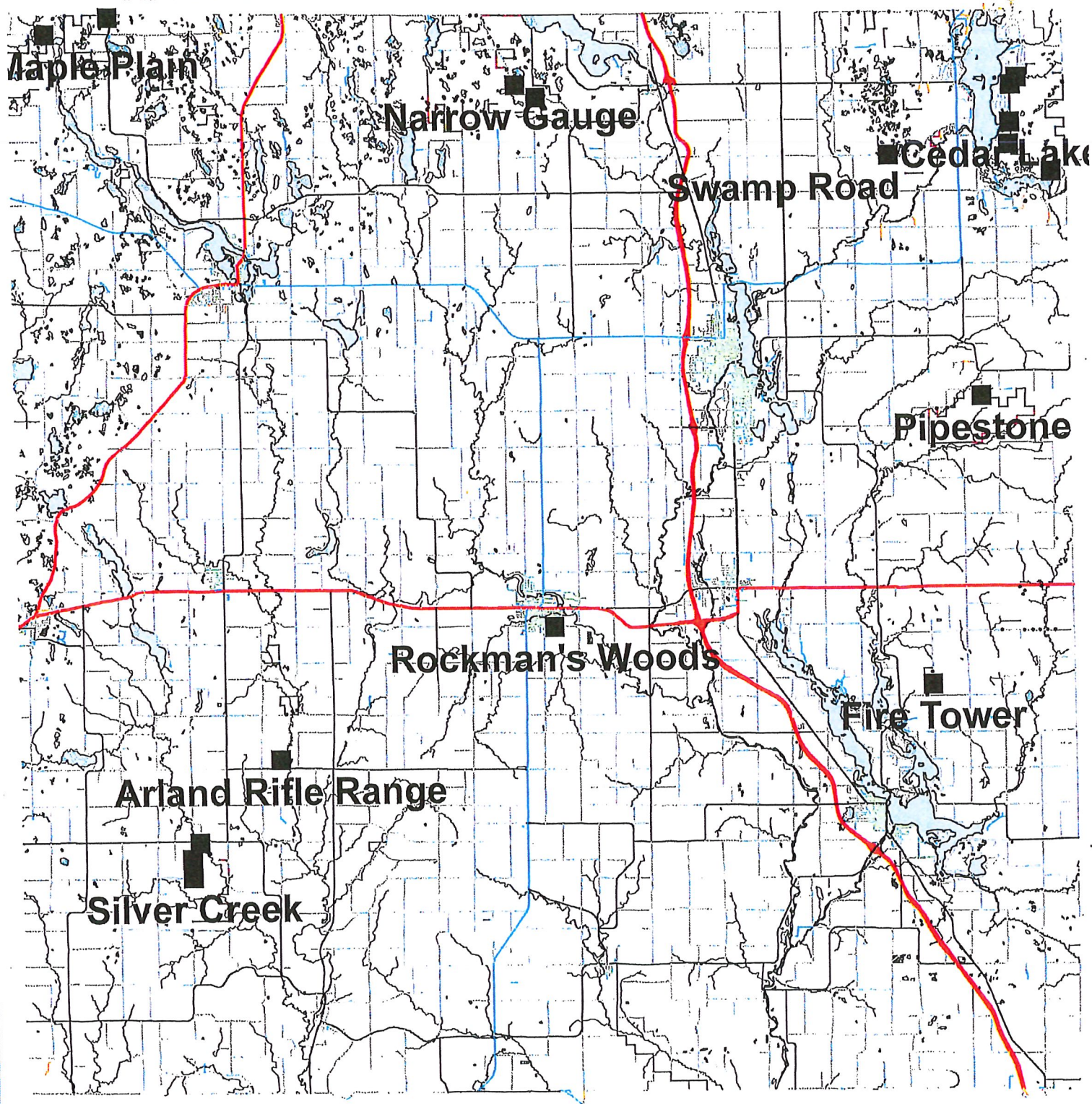
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# Barron County Forest Demonstration Signs



## Timberland Hills



# Payment Request Verification - Online Voucher

COUNTY OF BARRON

Batch Year: 25 Department: PROPERTY

Payment Request Date: 07/01/2025

Vendor	Vendor Name	Line	Voucher	Account Description	Date	Description	Amount
2585	PAUL'S SHEET METAL INC	1	C0092248	ASSIGNED RESERVE - ALL INSURANCES	06/12/2025	UWECBC HAIL CLAIM #300.73779	36,107.00
280801	J & F FACILITY SERVICES INC	1	C0092249	CONTRACTUAL SERVICES	06/12/2025	MAINT - INV#10355	14,415.04
280801	J & F FACILITY SERVICES INC	2	C0092249	CONTRACTUAL SERVICES	06/12/2025	MAINT - INV#10355	9,768.52
280801	J & F FACILITY SERVICES INC	3	C0092249	CONTRACTUAL SERVICES	06/12/2025	MAINT - INV#10355	772.50
229296	PACKERLAND AUTO GLASS	1	C0092250	VEHICLE EXPENSE-ADMINISTRATION	06/12/2025	MAINT - INV# 755296	429.00
302	SWANT GRABER FORD	1	C0092252	VEHICLE EXPENSE-FOREST & RECREATION	06/12/2025	MAINT - SO# 23013	170.00
5932	RICE LAKE GLASS & DOOR CO INC	1	C0092253	REPAIR & MAINTENANCE	06/12/2025	MAINT - INV# 56869	6,942.00
164003	LAKE COUNTRY TOOL & DESIGN	1	C0092254	CAPITAL EQUIPMENT-FOREST & RECREATION	06/12/2025	MAINT - INV#4725-BC2025	5,030.00
115037	DAKOTA SUPPLY GROUP	1	C0092255	MAINTENANCE SUPPLIES	06/12/2025	MAINT - INV# S104687235.001	738.47
115037	DAKOTA SUPPLY GROUP	2	C0092255	MAINTENANCE SUPPLIES	06/12/2025	MAINT - INV# S104696553.001	690.39
252190	HEY EVERYTHING OF BARRON LLC	1	C0092256	MAINTENANCE SUPPLIES	06/12/2025	MAINT - CUST #78	64.18
92258	UP NORTH RECYCLING LLC	1	C0092257	MAINTENANCE SUPPLIES	06/12/2025	MAINT - INV# 527	120.00
318582	OVERHEAD DOOR CO OF THE CHI	1	C0092258	CONTRACTUAL SERVICES	06/12/2025	MAINT - INV# 80577	220.00
101125	KEN-WAY SERVICES OF RICE LAKE	1	C0092259	SEPTAGE HAULING	06/12/2025	PARKS & REC - INV# 52382	100.00
109193	MENARDS - RICE LAKE STORE	1	C0092260	MATERIALS & SUPPLIES	06/12/2025	PARKS & REC - INV# 75453	44.03
109193	MENARDS - RICE LAKE STORE	1	C0092261	MAINTENANCE SUPPLIES	06/12/2025	PARKS & REC - INV# 74721	327.56
88277	GRAINGER	1	C0092262	MAINTENANCE SUPPLIES	06/12/2025	MAINT - GC SUPPLIES	76.94
88277	GRAINGER	2	C0092262	MAINTENANCE SUPPLIES	06/12/2025	MAINT - JC SUPPLIES	713.99
Totals:							\$76,729.62

Department Approval

Admin Approval