

Dane County Contract Cover Sheet

Revised 01/2025

Res 312
significant

Dept./Division	LWRD/ Parks		
Vendor Name	Cooper Forest Products	MUNIS #	34203
Brief Contract Title/Description	Donald Park timber sale contract with Cooper Forest Products.		
Contract Term	Signing thru March 31, 2027		
Contract Amount	\$280,577		

Contract # Admin will assign	16130
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Joleen Stinson	Name	Jeremie Cooper
Phone #	608-422-0657	Phone #	608-778-6930
Email	Stinson.Joleen@danecounty.gov	Email	
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required) <input type="text"/> RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)
	<input type="checkbox"/> Cooperative Contract <input type="text"/> Contract Name & #
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
	Org:	Obj:	Proj:	Proj:	\$
	Year	Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.

Res # 312
Year 2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL		APPROVAL – Contracts Exceeding \$100,000	
Dept. Head / Authorized Designee	Director of Administration	Corporation Counsel	
Hicklin, Laura Digitally signed by Hicklin, Laura Date: 2026.01.16 11:42:06 -06'00'	Slaven, Shelby Digitally signed by Slaven, Shelby Date: 2026.01.23 12:41:22 -06'00'		David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/16/26	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, January 22, 2026 8:55 AM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16130
Attachments: 16130.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/22/2026 12:47 PM	Approve: 1/22/2026 12:47 PM
	Patten, Peter	Read: 1/22/2026 9:38 AM	Approve: 1/22/2026 9:38 AM
	Gault, David	Read: 1/23/2026 9:44 AM	Approve: 1/23/2026 9:46 AM
	Cotillier, Joshua	Read: 1/22/2026 1:44 PM	Approve: 1/22/2026 1:46 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16130

Department: Land & Water Resources

Vendor: Cooper Forest Products

Contract Description: Donald Park timber sale contract

Contract Term: 2/1/26 – 3/31/27

Contract Amount: \$280,577.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

AWARD OF CONTRACT FOR TIMBER HARVEST AT DONALD COUNTY PARK

Dane County Parks staff and volunteers work on hundreds of acres of county parkland annually to restore natural communities. These natural communities, including oak savannas, prairie and oak woodlands, once dominated the area but are now increasingly rare. Competition from encroaching trees and brush contribute to declining oak tree health and heavy shade makes it nearly impossible for oaks to recruit a new generation of young trees. Removal of non-oak species is one important step to restoring these globally rare natural communities and improving habitat for wildlife. With nearby trees removed and sunlight enhanced, oak trees stand of chance of resuming their important role as the backbone of these communities in the region.

Dane County Parks staff worked with a certified forester to identify trees at Donald County Park that should be removed in order to allow the natural community to flourish. Cooper Forest Products of Arena, WI is the highest bidder at \$280,577. Land and Water Resources Department – Parks Division staff recommends approval of the contract.

NOW, THEREFORE BE IT RESOLVED, that a contract be awarded to Cooper Forest Products; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized to sign the Contract; and

BE IT FURTHER RESOLVED that the Land and Water Resources Department – Parks Division be directed to ensure complete performance of the contract.

BE IT FINALLY RESOLVED that revenue account LWRPKOP 84917 Timber Management Revenue and LWRPKOP 20254 Timber Management Expense both be increased \$280,577. All Funds shall be carried forward until realized and expended.



DANE COUNTY AGREEMENT # 16130

TIMBER SALE AGREEMENT

Revised 12.2025

THIS AGREEMENT, made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Cooper Forest Products hereafter referred to as "PURCHASER"),

WITNESSETH:

WHEREAS the COUNTY hereby authorizes the PURCHASER to enter upon the following described lands (the Premises) for purposes of cutting and removing timber marked or otherwise designated by the COUNTY:

COUNTY: Dane

PARCEL #: 060732195003

TOWN NAME: Town of Springdale

DESCRIPTION: SEC 32-6-7 SE1/4 NE1/4

WHEREAS those premises are further described on the map(s) or diagrams(s) attached to and made part of this Agreement, if attached.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the COUNTY and the PURCHASER do agree as follows:

1. PERFORMANCE

1. Commencement. Cutting and removal of timber in conformance with this Agreement may commence and continue:
 1. Upon execution of this Agreement by both parties and;
 2. After submission and maintenance of all bonds, certificates or statements required under it.
 3. During a time period when the ground is frozen or during dry, firm conditions if not frozen.
 4. **Between July 16 – March 31 and once crops are off agricultural fields unless prior arrangements are made with the producer.**
 1. All logs must be off landings by April 1.
 2. See the attached map for expected log landing and access routes.
 3. County is responsible for final approval of those sites/routes.
 5. Final approval to commence harvesting operations is provided by COUNTY to PURCHASER in written form.
2. Agreement Oversight. Cutting and removal of timber purchased under this Agreement shall be conducted in conformance with this Agreement and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Agreement period specified in par. 2. The PURCHASER shall notify the COUNTY or the COUNTY's Agent 36-48 hours prior to commencing harvest of the timber designated herein and upon completion of the cutting. In the event that the harvest is temporarily discontinued for more than one week, the PURCHASER agrees to notify the COUNTY (Andy Paulios – 608-235-2252) or the COUNTY's Agent, Dan Klonsinski Brooks and Christie LLC (608-513-0486), both upon discontinuance and resumption of harvest. Notification under this paragraph

may be made by telephone. The COUNTY or the COUNTY's Agent may require an onsite meeting before commencement of harvesting.

2. AGREEMENT PERIOD

1. All work under this Agreement shall be completed no later than March 31st, 2027. Agreement amendments or extensions may not be relied upon by the PURCHASER for the purpose of completing performance under this Agreement.
2. The COUNTY may temporarily suspend operations under this Agreement due to excessive property damage, wet conditions or at other reasonable¹ times upon notice to the PURCHASER or other persons operating on the sale area under this Agreement with subsequent equitable adjustment of this Agreement as mutually agreed upon by the parties.

3. AGREEMENT EXTENSIONS

If extensions of this Agreement are deemed reasonable by the COUNTY, the stumpage price agreed upon herein shall be adjusted as follows:

1. **First six-month extension:** 0% increase
2. **Second six-month extension:** 5% increase
3. **Additional six-month extension:** 10% increase
4. **Other applicable charges or fees:** None

4. TERMINATION

The COUNTY may terminate this Agreement by oral or written notice to the PURCHASER upon its breach. Upon such notice, the PURCHASER shall cease all operations on and immediately leave, and not return to, the COUNTY's property unless otherwise provided by the COUNTY.

5. PAYMENT

1. The Purchaser agrees to pay the COUNTY a total amount of \$ 280,576.82.
 1. \$ 56,115.00 down payment (20%) – due upon execution of the contract.
 2. \$ 224,461.82 due upon completion of harvest.
2. Sawtimber volumes shall be determined by the Doyle system (required for land enrolled under the Managed Forest Law or Forest Crop Law programs in Wisconsin).
3. Cord means 128 cubic feet² of wood, air and bark assuming careful piling. Peeled cordwood and chips shall be converted to standard cords using the Wisconsin DNR conversion specifications published in chapter NR 46.30 (1) c and e, Wisconsin Administrative Code.
4. The volumes of timber indicated in this Contract or other appraisal or cruise documents of the COUNTY are estimates. The COUNTY gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.
5. The COUNTY is not obligated to return the downpayment any portion of it in the event the Purchaser fails to remove all timber or forest products authorized for removal.

6. BOND

The PURCHASER has deposited cash, a surety bond, a certified check, or other form acceptable to the COUNTY in the amount of \$5,000.00 as a performance bond to assure proper performance. The performance bond is to be held by the COUNTY's Agent (Dan

¹ "Reasonable" in this agreement is defined as fair, proper, just, moderate, and suitable under the circumstances, not arbitrary or capricious.

² Mills may measure cordwood with a 4" trim allowance, resulting in 133 cubic feet.

³ Lump sum and scaled products-flat rate methods are the most commonly accepted sale types. Landowners may have difficulty in finding purchasers willing to enter into graded product method sales, which are more difficult to administer.

⁴ Mills may measure cordwood with a 4" trim allowance, resulting in 133 cubic feet.

Klonsinski – Brooks and Christie LLC) until the PURCHASER has completed or complied with all agreement conditions. Upon breach of any condition of this Agreement, the performance bond shall be applied to actual damages incurred by the COUNTY. The performance bond (or any balance after damages are deducted) shall be returned to the PURCHASER within sixty days of the completion of the harvest consistent with the agreement, if the PURCHASER notifies the COUNTY in writing that the harvest is finished.

7. REMEDIES

If timber or other forest products not specifically described in this Agreement or designated by the COUNTY for cutting are cut, unreasonably damaged or removed by the PURCHASER, the COUNTY may pursue any and all remedies for the unlawful use of the COUNTY's property and the cutting, unreasonable damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property, in addition to any Agreement remedies for breach.

8. DAMAGES

The damages to be paid to the COUNTY upon the PURCHASER's failure to perform this Agreement include, but are not limited to:

1. The difference between the PURCHASER's bid value of timber not cut and removed under this Agreement and the value returned to the PURCHASER. The COUNTY agrees to mitigate the damages for breach by offering the timber for resale within 12 months if the COUNTY determines the timber is salable based upon its volume or quality.
2. Triple average stumpage rate established for timber cut, removed or unreasonably damaged without authorization under or in violation of this Agreement. The COUNTY's decision to assess triple damages as provided here and to allow the PURCHASER to continue performance under this agreement shall not be construed as a waiver of other agreement performance requirements.
3. All costs of sale area cleanup or completion of performance not completed by the PURCHASER.
4. All costs of resale of timber not cut and removed as required under this Agreement.
5. The PURCHASER agrees that if the timber identified in this Agreement for cutting is to be resold due to a breach of this Agreement, the COUNTY is not obligated to give oral or written notice to the PURCHASER of the resale.
6. Additional damage provisions: PURCHASER is responsible for repairing any damage to skid trails and/or logging roads during the harvesting operation.

9. PRODUCTS TO BE REMOVED

1. No forest products may be removed from the Premises until the PURCHASER pays for the products or guarantees payment for the products to the satisfaction of the COUNTY.
2. Title to stumpage and any forest products cut under this Agreement shall remain with the COUNTY until payment is received. Title to stumpage and cut products that are not cut and removed before the end of the agreement period, even though paid for, shall revert to the COUNTY, and the COUNTY shall be under no obligation to return payments to the PURCHASER.
3. During the period of this agreement, the PURCHASER is authorized and shall cut, remove and pay for the timber or forest products marked or designated as follows:
All 190 trees marked with blue paint are to be harvested. Trees are marked numerically with blue paint.

10. STUMP HEIGHT – TOPS

Tree stumps shall be cut as close to the ground as practical, otherwise maximum stump height shall not exceed stump diameter; and for stumps ten or more inches in diameter,

stumps shall not exceed ten inches in height. For sales including cordwood products, trees shall be utilized to a 4" minimum top diameter. Title to tops shall remain with the COUNTY and may not be utilized by the PURCHASER, or at the PURCHASER's direction, unless otherwise specified in this Agreement.

11. WASTE

The PURCHASER agrees to complete all operations and performance as described in this Agreement without waste or nuisance on the sale area or any other property of the COUNTY or adjoining land used in conjunction with the harvest and use reasonable care not to damage trees not designated or marked for cutting. Young trees bent or held down by felled trees shall be promptly released.

12. ZONE COMPLETION

The PURCHASER agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the COUNTY.

13. ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES ("BMP")

1. When not otherwise designated by the COUNTY, the location of roads, landings, mill sites and campsites on COUNTY's property are subject to advance approval and under the conditions established by the COUNTY. All restoration, cleanup or repair of roads, bridges, fences, gates, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the PURCHASER to the reasonable satisfaction of the COUNTY, is the responsibility of the PURCHASER.
2. Logging debris accumulated at landing areas shall be scattered within the sale area to the reasonable satisfaction of the COUNTY.
3. Berms constructed on the COUNTY's property shall be leveled to restore the area to the COUNTY's satisfaction unless they are constructed at the direction of the COUNTY under sub d.
4. Roads and landings shall be graded or closed upon the request of and to the COUNTY's satisfaction upon completion or termination of this Agreement.
5. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.): Harvesting must be done when the ground is firm or frozen, and usable fences must be repaired. Skid trails must be graded when harvest is complete.
6. The PURCHASER agrees to comply with the Best Management Practices (BMP) guidelines as described in "*Wisconsin's Forestry Best Management Practices for Water Quality*" published by the Wisconsin Department of Natural Resources, publication FR-093.

14. OTHER APPROVALS

Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The PURCHASER agrees to apply for and obtain all approvals. The PURCHASER also agrees to fully comply with all terms and conditions of intersection approvals.

15. SURVEY MONUMENTS

The PURCHASER agrees to comply with s. 59.635, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

16. FOREST FIRE PREVENTION

The PURCHASER agrees to take reasonable precautions to prevent the starting and

spreading of fires. Those precautions include, but are not limited to:

1. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.
2. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors that have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained.
3. If a fire occurs, the PURCHASER agrees to promptly report the fire and cooperate in the control and suppression of the fire.
4. The PURCHASER shall comply with requests regarding forest fire prevention and suppression made by the COUNTY and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
5. The PURCHASER shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Agreement.

17. SLASH REMOVAL

1. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
2. All residual tops must be broken down below four feet.

18. CLEANUP AND USE OF SALE AREA

1. The PURCHASER shall remove equipment, tools, solid waste and trash remaining on the sale area or COUNTY's property or adjoining land used in conjunction with the harvest upon completion of performance under this Agreement, termination of this Agreement due to breach by the PURCHASER or when requested by the COUNTY.
2. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the COUNTY.

19. HAZARDOUS MATERIALS

The PURCHASER agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel and diesel fuel. Any on-site spillage must be properly reported, removed and cleaned up by the PURCHASER in accordance with applicable statutes and rules of the State of Wisconsin.

20. NOTICE OF INTENT TO CUT AND COMPLIANCE WITH LAWS

1. The COUNTY shall file required cutting notices and cutting reports to the responsible DNR forester for lands that are under any forest management program.
2. The COUNTY shall file a declaration annually³ with the county clerk in any manner acceptable to the county of his or her intentions to cut forest products pursuant to section 26.03, Statutes, and comply with all other notice requirements, laws and ordinances with respect to work under this Agreement.
3. The COUNTY and PURCHASER shall work together on acquiring other necessary permits (such as wetland or stream crossing permits).

21. TITLE, BOUNDARY LINES AND ACCESS

1. The COUNTY guarantees title to the timber and to defend it against any and all

⁴. County cutting notices expire by law on December 31 and so must be renewed annually.

claims and to have the boundaries marked with paint or other suitable means before any timber is harvested.

2. The COUNTY agrees to secure entry and right-of-way to the PURCHASER on and across the area covered by this agreement, including access via land owned by a third-party if necessary.

22. LIABILITY AND INSURANCE

1. The PURCHASER agrees to protect, indemnify and save harmless the COUNTY and the COUNTY's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under this Agreement or in connection with any action or omission of the PURCHASER, who shall defend the COUNTY in any cause of action or claim.
2. Unless the PURCHASER is exempted by the COUNTY from this coverage requirement as an independent agreementor, as defined in s. 102.07(8)(b), Stats., and as determined by the COUNTY based on an affidavit submitted to it, the PURCHASER agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Agreement and any and all employees engaged in cutting on the COUNTY's land during the period of this Agreement regardless of any exemptions from coverage under chapter 102, Wis. Stats. The PURCHASER must provide an original certificate of insurance naming the COUNTY as a certificate holder so the insurance carrier can notify the COUNTY should the insurance expire.
3. The PURCHASER agrees to furnish the COUNTY with a certificate of public liability insurance naming the COUNTY as additionally insured covering the period of logging operations on the COUNTY's property for General Liability coverage, including Umbrella coverage of at least \$1,000,000 per occurrence, automobile liability coverage of at least \$1,000,000 combined single limit and statutory workers compensation.

23. GENERAL

1. The PURCHASER is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of the COUNTY. The COUNTY agrees that the undersigned PURCHASER, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The COUNTY reserves the right only to inspect the job site for the sole purpose of insuring that the cutting is progressing in compliance with the cutting practices established under this Agreement. The COUNTY takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned PURCHASER or its employees. The COUNTY further agrees to exercise no control over the selection and dismissal of the PURCHASER's employees.
2. The COUNTY agrees to initially designate the timber to be sold and may make inspections for the purposes of ascertaining whether the timber has been cut and the Agreement has been complied with. All work shall be performed in a workman-like manner. Work shall be performed in accordance with the requirements of the agreement. The parties stipulate that in fulfillment of the terms of this timber sale Agreement, the COUNTY warrants that the COUNTY has clear and unencumbered title to the stumpage subject to this Agreement.
3. This Agreement or work under it may not be assigned or subcontractor in part or in whole without prior written approval from the COUNTY and may be changed or amended only in writing. The PURCHASER agrees to notify the surety, if any, of any such change or amendment.

4. This Agreement, together with specifications in the request for bids as well as reference to parts and attachments, shall constitute the entire agreement and any previous communications or agreements pertaining to this Agreement are hereby superseded. Any amendments to this Agreement shall be in writing, signed and dated by both parties.
5. Neither party shall be liable for defaults or delays due to acts of god or the public enemy, acts or demands of any government or governmental agency, strikes, fires, flood, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five days after the beginning thereof. If such uncontrollable circumstances continue for 30 days and prevent either party from complying with the terms of this agreement, either party shall have the option of terminating upon ten days notice to the other.
6. This agreement shall be governed by the laws of the State of Wisconsin. The PURCHASER shall at all times comply with all federal, state, and local laws, ordinances and regulations in effect during the agreement period.

24. COPIES VALID

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

25. SIGNATURES

IN WITNESS WHEREOF the PURCHASER and the COUNTY, have executed this AGREEMENT, by their respective authorized agents, effective as of the date set forth above.

PURCHASER:

Jeremie Cooper



01/02/2026

Date

COUNTY:

Melissa Agard
Dane County Executive

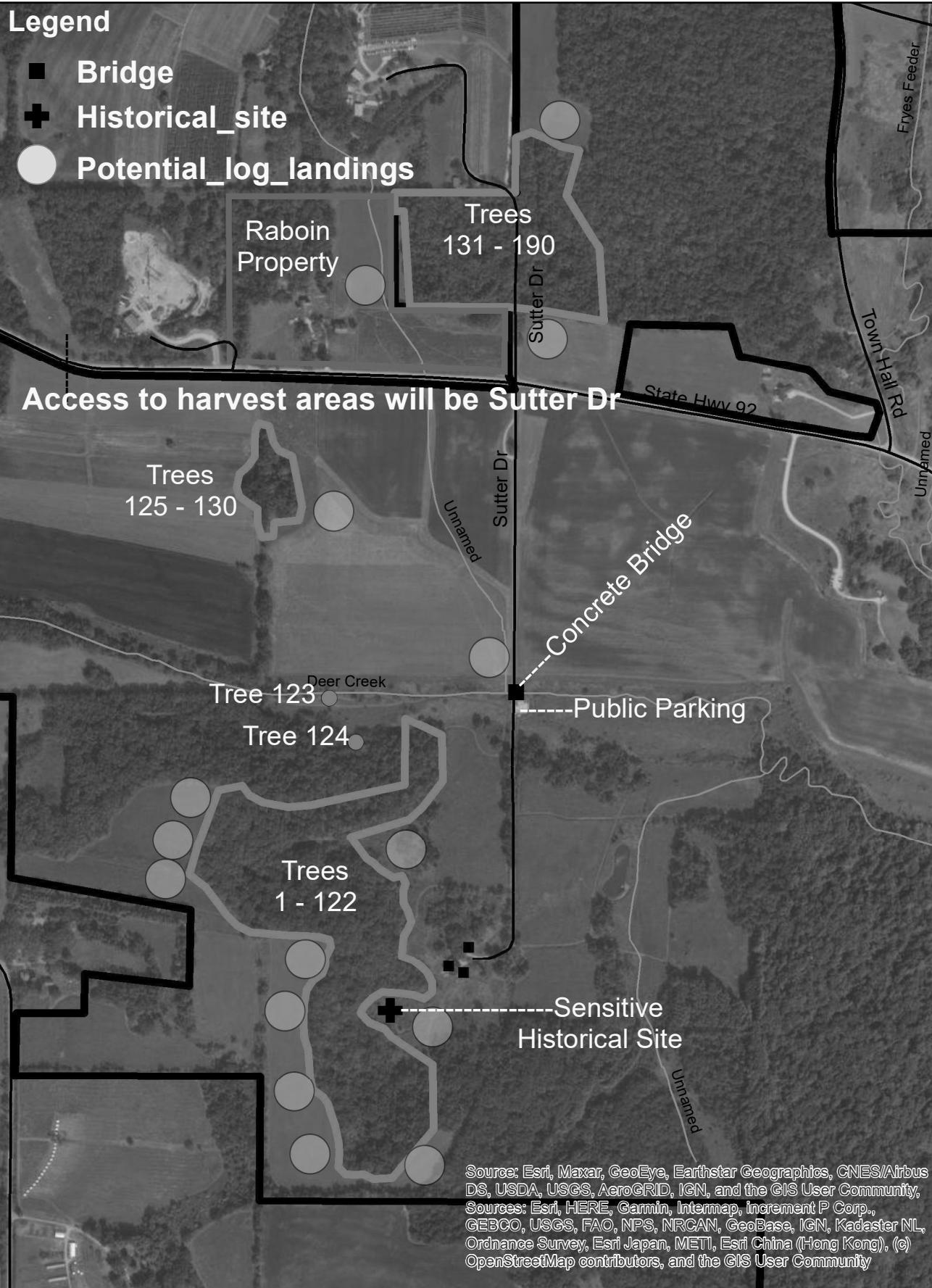
Date

Scott McDonell
Dane County Clerk

Date

Dane County Parks

Donald Park Harvest



1 inch = 733 feet

0 0.075 0.15 0.3 Miles