

Exhibit C - Permits

1. Endicot, Mitchell, Krueger Parks
2. Theresa Marsh
3. Long Lake Park

City of Brookfield
Department of Parks, Recreation & Forestry

RIGHT OF ENTRY PERMIT

APPLICANT: UNITED STATES DEPARTMENT OF AGRICULTURE
PROJECT: Emerald Ash Borer (EAB) Tree Harvest
LOCATIONS: Endicott Park (BRC 1137-999-002, 1137-997)
Mitchell Park (BRC 1038-999)
Krueger Park (BRC 1108-136-001)

The City of Brookfield, hereinafter called the "Owner," hereby grants to the United States Department of Agriculture, hereinafter called the "Applicant," a right-of-entry permit upon the following terms and conditions:

1. The Owner hereby grants to the Applicant, its agents, contractors, subcontractors, and assigns, the right to enter upon the lands/locations described above within a period from _____ through _____ in order to perform the scope of work as described in Attachment A.
2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Applicant.
3. All tools, equipment, and other property taken upon or placed upon the land by the Applicant shall remain the property of the Applicant and shall be removed by the Applicant at any time within a reasonable period after completion of the work and prior to the expiration of this right-of-entry.
4. If any action of the Applicant's employees, contractors, subcontractors, or agents in the exercise of this right-of-way permit results in damage to the real property, the Applicant will, at its option, either repair such damage or pay the Owner the cost to repair the property, along with any costs and fees to enforce this provision ("settlement"). In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. Restoration shall be completed within 60 days of receipt of written request from Owner. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. This clause shall survive the expiration or termination of this permit.
5. The Applicant shall require any contractor or subcontractor performing duties described in the scope of work to have the following insurance: commercial general liability, auto, worker's compensation, and umbrella insurance. The Applicant's contracting representative shall require any contractor or subcontractor performing duties described in the scope of

work to name the Owner as an additional insured to its commercial general liability, auto, and umbrella liability policies. The amount of coverage under these policies shall be \$1,000,000 each occurrence, \$2,000,000 aggregate for CGL, \$1,000,000 for auto, \$2,000,000 umbrella, \$100,000/\$100,000/\$500,000 for Worker's Comp. The Applicant shall require its contractors and subcontractors to maintain this insurance and all other insurance required by applicable law throughout the term of the right-of-entry permit. The Applicant shall also require its contractors and subcontractors to provide a certificate of insurance to Owner and additional insured endorsements, prior to entering the land/locations and on every occasion of a lapse of material change of coverage. The Applicant shall require the contractor and subcontractor to provide a notice of cancellation endorsement to Owner with 30 day's notice of cancellation for each policy. All insurance shall be primary and non-contributory.

6. To the fullest extent allowable by law, Applicant hereby indemnifies and shall defend and hold harmless the City of Brookfield, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Applicant, its contractor or subcontractor, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Applicant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Brookfield, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration to this Right of Entry Permit.

In any and all claims against the City of Brookfield, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Applicant, any contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Applicant, contractor, or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No provisions of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Brookfield, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract.

Applicant, its contractor, or subcontractor shall reimburse the City of Brookfield, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Applicant, its contractor, or subcontractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of Brookfield, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Nothing contained with this Right of Entry Permit is intend to be a waiver or estoppel of the City or its insurer to relay upon the limitations, defenses, and immunities contained with Wisconsin Statutes Sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the City of its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

7. The Right of Entry Permit shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Wisconsin.

Any suit, proceeding, or other action arising out of or related to Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state court located in Waukesha County, Wisconsin or federal courts located in Milwaukee County, Wisconsin. Each Party irrevocably consents to submit to the exclusive jurisdiction of such courts.

The undersigned certifies that he or she has the authority to act on behalf of the Applicant.

APPLICANT:

Signature

Date

Name (printed)

OWNER:

Passed and Approved by the City of Brookfield Common Council this ____ day of _____, 2018.

Steven V. Ponto, Mayor

Kelly Michaels, City Clerk

PROJECT: EMERALD ASH BORER (EAB) TREE HARVEST

SCOPE OF WORK

INTRODUCTION – PROGRAM OVERVIEW

1. The U. S. Department of Agriculture's (USDA) Emerald Ash Borer (EAB) Biological Control Facility (Facility) utilizes DNR land, DOT right-of-ways, city and county parks, and private properties as field sites to conduct a program of harvesting EAB infested ash trees for the purpose of researching and producing biocontrol agents (stingless wasps) that can be used in an integrated pest management (IPM) plan to help control EAB and benefit urban, suburban, and rural landscapes.
2. The Facility has requested an Ash tree harvest in three (3) parks located in the City of Brookfield, Wisconsin (see attached maps/locations). The three park sites selected (Endicott, Mitchell, Krueger) have been surveyed and the proposed trees for harvest marked with the following totals: Endicott – 208, Mitchell – 25, Krueger – 160. These trees, which are heavily infested with the EAB, will provide the Facility enough infested wood for an entire year of parasite production.
3. The specific date for the harvest has not yet been determined. Past harvests have started anywhere between December and January. The USDA contracts the harvest out to a private company. The specific contractor has also not yet been determined. Contractors are chosen after all permits are received from property managers and the contract is completed and submitted for bids.

HARVEST METHODOLOGY

1. Tree harvest activity within the identified areas is estimated to be conducted between January 2019 through March 2019. Scheduling of specific dates within this time frame is open for negotiation between USDA, the cutting crew, and City of Brookfield staff. Harvesting is completed as soon as possible, so duration is unknown, but is estimated to take 2-3 weeks.
2. Harvesting of ash trees has the likely potential to cause soil disruption. The USDA staff as well as the cutting crew will take every precaution to try to mitigate disturbances to City property during the harvest.
3. Following harvest, USDA staff and the cutting crew will ensure harvest areas are returned to conditions specified in the permit, and approved by City of Brookfield.

SPECIAL CONDITIONS

1. Contractors selected to perform this work must be working under the guidance of an ISA Certified Arborist or comparable qualification that provides the company with suitable training related to tree

- harvesting. Compatible qualifications must be reviewed and approved by the Division of Parks & Forestry prior to any field work.
2. Contractors must also have an appropriate business license and insurance. Applicant shall obtain at minimum, general comprehensive liability insurance coverage of at least \$500,000 per occurrence. The City of Brookfield must be named as an additional insured.
 3. Any surface disturbance resulting in exposed mineral soil shall be rehabilitated following BMP for Erosion Control (seeding, mulching, proper water diversions, and grading). Rehabilitation efforts will be inspected and approved prior to completion by the Parks & Forestry Superintendent.
 4. The contractor will return the property to its original condition. Any damage to infrastructure such as road surface, signage, ditches, and culverts shall be repaired or replaced immediately.
 5. Stumps must be cut down to no more than 4" tall on the uphill side.
 6. Tops and brush must be moved off the roadside and/or trail mow zone and into the forest (~15' to 20' from roadside/trail). Tops and limbs shall then be lopped and scattered so that they are not more than 5' high from the ground. Piling of this material is not permitted. Material may also be chipped and blown into the forest instead of lopped and scattered, but chip depth shall be no deeper than 6" in any location. No limbs or tops shall be left in any ditches or remain in a location that blocks culverts or other drainage features. The roads/trails shall be left relatively free of debris, providing for safe public traffic.
 7. Contractors and USDA must work with the Parks & Forestry Superintendent to organize proper road/trail closures in advance of any tree felling or processing. Adequate signage and road/trail closures must be utilized to ensure public safety. Roads/trails may be closed during work days, but should be opened after each work shift and left in a manner that is safe for public traffic.
 8. Any damage to residual trees shall be reviewed by Parks & Forestry Superintendent and a decision will be made as to whether the damaged trees will need to be felled. If the contractor would like to indemnify and fell any trees prior to felling of designated ash trees, they should contact the Parks & Forestry Superintendent and gain approval in advance.

Endicott Park
435 S Calhoun Rd, Brookfield, WI 53045
43° 1'39.98"N, 88° 7'44.00"W
208 Marked Trees



Mitchell Park

19900 River Road, Brookfield, WI

43° 4'22.46"N, 88° 9'56.18"W

25 Marked Trees



Krueger Park

100 N Columbia Blvd, Brookfield, WI 53005

43° 1'51.03"N, 88° 4'14.96"W

160 Trees



FOREST PRODUCTS PERMIT

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7. Equipment restrictions:

Landing area will be adjacent to the gravel parking lot on County Road D. Skidding will be allowed within 1 chain (66 feet) of the tree line in the grass area. No skidding across the center of the grass field will be allowed. Rutting will be monitored and if conditions exist that allow for rutting harvesting and skidding actions will cease until better conditions are present.

8. Other conditions (attach sheet):

Other conditions sheet attached? Yes No

The parking area is not cleared after snowfall in the winter. The contractor is allowed to plow or otherwise clear the parking area to allow for the moving of equipment and the loading of log trucks. Any and all damaged caused by the contractor must be fixed prior to the closeout of the sale. Un-repaired damage will be billed to the contractor if not remedied before leaving the site. All slash in the sale are will be lopped and run over to lie within two feet of the ground prior to sale close out. Harvested wood must be removed from the forest and landing area within two weeks of the end of harvesting actions. Amendments to this contract must be approved by the property manager and property forester in writing.

I have read, understand, and agree to the above conditions (attach sheet):

Signature of Authorized Permittee

Signature of Property Manager

DNR Property Manager: Original to file, and copy to Permittee.

TERESA WILDLIFE AREA

Compartment

- W&FIRS MGMT BND
- Compartment
- STAND
- State (24K)
- County (24K)
- Major Highway
- Interstate Hwy
- US Hwy
- State Hwy
- Stream (24K)
- Intermittent
- Perennial
- Lake (24K)

Harvest Area



9/17/2018

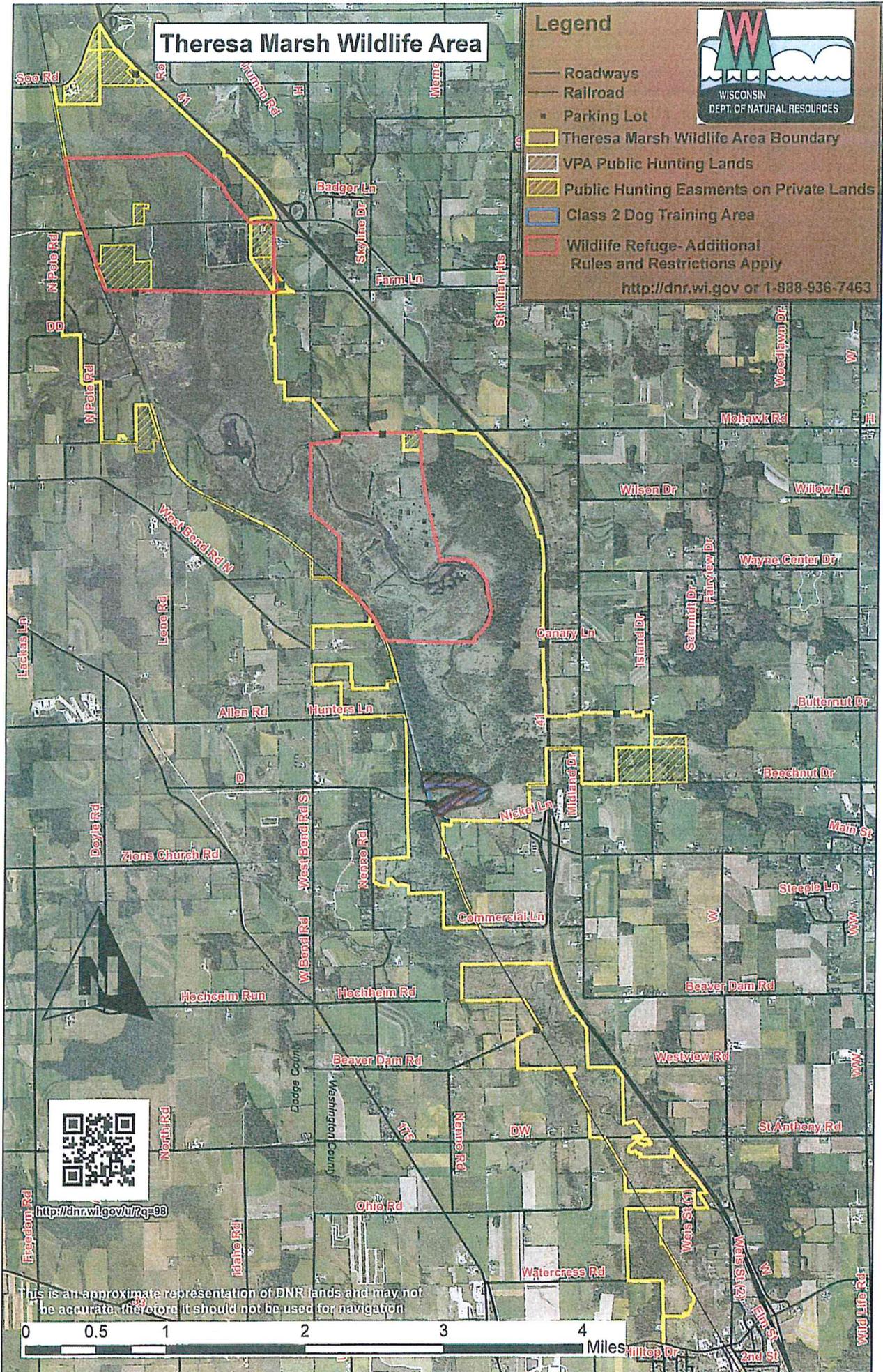
The data shown on this map have been obtained from various sources and are of varying age, reliability, and resolution. This map is not intended to be used for navigation nor is this map an authoritative source of information about legal land ownership or public access. Users of this map should confirm the ownership of land through other means in order to avoid trespassing. No warranty, expressed or implied, is made regarding accuracy or applicability for a particular use, completeness, or liability of the information depicted on this map. This map created using the W&FIRS, WIDNR, Division of Forestry.

Theresa Marsh Wildlife Area

Legend



- Roadways
 - Railroad
 - Parking Lot
 - ▭ Theresa Marsh Wildlife Area Boundary
 - ▨ VPA Public Hunting Lands
 - ▧ Public Hunting Easements on Private Lands
 - ▭ Class 2 Dog Training Area
 - ▭ Wildlife Refuge- Additional Rules and Restrictions Apply
- <http://dnr.wi.gov> or 1-888-936-7463



<http://dnr.wi.gov/17q=98>

This is an approximate representation of DNR lands and may not be accurate, therefore it should not be used for navigation.

0 0.5 1 2 3 4 Miles

FOREST PRODUCTS PERMIT

Form 2460-008 (R 05/13)

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7. Equipment restrictions:

Please see attached -

1. Task Order - WI Long Lake

8. Other conditions (attach sheet):

Other conditions sheet attached?

Yes No

Permit is for removal of 115 Emerald Ash Borer (EAB) infected trees from the Long Lake Recreation Area by a certified contractor through through USDA-APHIS for development of EAB bio-control. Governmental unit to governmental unit exchange.

Please see attached -

1. Task Order - WI Long Lake

I have read, understand, and agree to the above conditions (attach sheet):

Signature of Authorized Permittee

Signature of Property Manager

DNR Property Manager: Original to file, and copy to Permittee.

Task Orders – Kettle Moraine State Forest – Northern Unit

Maps: Attached

Site Harvest Permits: Attached

Collateral Tree Approval: Unmarked trees can only be cut with approval from the Park manager, Jason Quast. In the event that the damaged trees have value, the Park manager will direct the contractor to stack them in a spot where the division can collect them.

Site Access Routes:

Long Lake Recreation Area - Continuous access along road

Quantity of Trees to be Removed: 115 Trees Total

Long Lake Recreation Area – 115 Trees

Tree Markings: Orange flagging and orange paint

Delivery Location:

The Brighton facility may reach capacity with a portion of this load and require the remainder to be delivered to the Howell facility (12 miles from Brighton facility).

Michigan Department of Natural Resources
Tree Improvement Center
4631 Bishop Lake Road
Howell, MI 48843

USDA-APHIS-PPQ
EAB Program
5936 Ford Ct – Suite 500
Brighton, MI 48116

Disposal Location & Requirements:

Tops and brush must be moved off the roadside mow zone and into the forest (~12' to 15' from roadside). Tops and limbs shall then be lopped and scattered so that they are no more than 3' high from the ground. Piling of this material is not permitted. Material may also be chipped and blown into the forest instead of lopped and scattered, but chip depth shall be no deeper than 6" in any location. No limbs or tops shall be left in any ditches or remain in a location that blocks culverts or other drainage features. The roads shall be left relatively free of debris, providing for safe public traffic.

Final Site Approval: Attached

Performance Evaluation: Attached

Long Lake State Recreational Area
Kettle Moraine North Unit
N3450 Division Rd, Cascade, WI 53011
43°39'54.01"N, 88° 9'37.78"W
115 Marked Trees

