Form 1100-001
(R 9/07)

NATURAL RESOURCES BOARD AGENDA ITEM

Item No. 7.B.1

SUBJECT: Gift Donation - A. Finkl & Sons Company tree planting on Wisconsin State Forests from 2008-2018.

FOR: FEBRUARY 2008 **BOARD MEETING**

TO BE PRESENTED BY: Matt Frank, Secretary

SUMMARY:

A. Finkl & Sons is interested in planting trees to counteract the loss of forested areas throughout the world and to help absorb carbon dioxide and release oxygen. A. Finkl & Sons have provided donations to the Department dating back to 1990 for the purpose of reforestation and this latest agreement would extend the tree planting effort another 10 years. At the completion of the additional 10-year agreement, A. Finkl & Sons total contribution will reach approximately 5,000,000 trees planted on Wisconsin's State Forests. In their last 10-year agreement, A. Finkl & Sons donated approximately $100,000.00 (data from FY99-FY07).

The Department will plant and care for approximately two hundred thousand (200,000) forest tree seedlings annually, on one or more Wisconsin State Forests. Planting shall include costs related to preparing the site, costs of seedlings and post planting maintenance (up to 3 years after planting) to ensure seedling survival. Department staff will provide all forest tree seedlings, labor, mechanical equipment, and supervision to prepare, plant and maintain the forest tree seedlings. Forest management of the tree seedlings will be determined by Department foresters.

The Department will, for a minimum of 100 years, manage the planted areas with the goal of maintaining a healthy forest. Trees will be cut only to sustain the forest in a healthy and productive condition, recognizing that more intensive cutting may be necessary in the event of forest fires, insect and disease outbreaks and wind throws.

RECOMMENDATION: Accept the donation of from A. Finkl & Sons Company.

LIST OF ATTACHED MATERIALS:

No	☑	Fiscal Estimate Required	Yes ☐	Attached
No	☑	Environmental Assessment or Impact Statement Required	Yes ☐	Attached
No	☑	Background Memo	Yes ☐	Attached

APPROVED:

Robert J. Miller — Bureau Director, — Date 01/28/08

Paul DeLong — Administrator, — Date 1/29/08

Secretary, Matt Frank — Date

cc: Laurie J. Ross - AD/5

Person the donation certificate should be mailed to - Kristin Shy, FR/4 CO.

Acknowledgment Of Gift

This is to certify that at its February 2008 meeting, the Natural Resources Board gratefully accepted a gift of $261,500 from

A. Finkl & Sons Company

Our expression of appreciation on behalf of Wisconsin's citizens is hereby recorded in the official records of the Natural Resources Board. We acknowledge this generous contribution.

Natural Resources Board

Christine Thomas, CHAIR

MEMORANDUM OF UNDERSTANDING

BETWEEN

The State of Wisconsin Department of Natural Resources

And

A. Finkl & Sons Company

This memorandum of understanding is made and entered into by and between the State Department of Natural Resources, hereinafter, referred to as the Department and A. Finkl & Sons hereinafter referred to as the Cooperator, under authority of Section 28.07 Wisconsin Statutes; and

WHEREAS, the parties hereto are jointly interested and desire to cooperate in planting trees to counteract the loss of forested areas throughout the world and to help absorb carbon dioxide and release oxygen, and

WHEREAS, the Department has land that is being reforested on Wisconsin State Forests, and

WHEREAS, the Cooperator is committed to the principles of sustainable forestry and willing to provide financial assistance to support tree planting on State Forests,

NOW, THEREFORE, the parties agree that:

FIRST, the Department will plant and care for approximately two hundred thousand (200,000) forest tree seedlings annually, on one or more Wisconsin State Forests.

SECOND, the Department will provide all forest tree seedlings, labor, mechanical equipment, and supervision to prepare, plant and maintain the forest tree seedlings.

THIRD, the Department will decide and provide for the forest management of the tree seedlings as deemed appropriate by Department foresters.

FOURTH, the Cooperator will provide financial support for annually planting and caring for trees seedlings on State Forests. Planting shall include costs related to preparing the site, costs of seedlings and post planting maintenance (up to 3 years after planting) to ensure seedling survival.

FIFTH, the financial support will be based on the cost of bulk 2-0 conifer seedlings produced at the state nurseries. For the year 2008, the cost is $102.00 per thousand

seedlings. The average cost increase per year will be less than 3% per year over the life of the agreement.

SIXTH, the Department will, for a minimum of 100 years, manage the planted areas with the goal of maintaining a healthy forest. Trees will be cut only to sustain the forest in a healthy and productive condition, recognizing that more intensive cutting may be necessary in the event of forest fires, insect and disease outbreaks and wind throws.

SEVENTH, the Department will invoice the cooperator by May 1 of each year of the life of the agreement.

It is the intent of both parties that this agreement remains in effect for the next 10 years 2018, with the end result that an additional approximately 2,000,000 trees will have been planted in the State Forests of Wisconsin, bring the total contribution of A. Finkl and Sons Company to approximately 5 million trees.

Notwithstanding the previous paragraph, either party can terminate this agreement at any time.

IN WITNESS WHEREOF, the parties hereto have excited the Memorandum of Understanding the _____day of _____.

STATE DEPARTMENT
DEPARTMENT OF NATURAL RESOURCES

BY:_____

TITLE:_____

A. FINKL & SONS COMPNAY

BY:_____

TITLE:_____
Address