

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

TABLE OF CONTENTS

CHAPTER 900

APPENDIX

<u>Section</u>	<u>Description</u>
900	RESOURCE MAPS & TABLES
900.1	GENERAL SOIL MAP OF JACKSON COUNTY
900.2	MAP OF COUNTY FOREST LOCATION
900.3	OFFICIAL COUNTY FOREST BOUNDARY MAP -
900.4	FOREST COMPARTMENT MAP
900.5	FOREST COVER TYPES – DETAIL
900.6	NATIONAL HIERARCHIAL FRAMEWORK OF ECOLOGICAL UNITS (NHFEU)
900.7	GENERAL ENDANGERED RESOURCE LISTING AND MAP FOR JACKSON COUNTY
900.8	MAP OF GYPSY MOTH SUPPRESSION AREAS
900.9	MAP OF AESTHETIC MANAGEMENT ZONES- A, B, C
901.1	WILDLIFE MANAGEMENT AGREEMENT
901.2	DEER ISLAND BOG
901.3	BEAR BLUFF
901.4	GLENN CREEK BARRENS
901.5	BROCKWAY PONDS
901.6	SPAULDING BOG
901.7	MILLSTON SAND BARRENS
901.8	RUFFED GROUSE MANAGEMENT AREA MAP
901.9	NATURAL PROMONTORIES AND EXCEPTINAL RESOURCE AREAS MAP
902.1	PROPOSED IMPORTANT BIRD AREA MAP
905	LAWS AND ORDINANCES
905.1	COUNTY FOREST LAW – s.28.11 Wis.Stats

905.2	COUNTY ORDINANCES
905.2.1	County Park And Recreation Ordinance
905.2.2	County Forestry Ordinance.....
905.2.3	Shoreland Zoning Ordinance
905.2.4	Zoning Ordinance
905.2.5	Floodplain Zoning Ordinance
910	TIMBER SALE HISTORY
910.1	ANNUAL GROSS TIMBER SALE RECEIPTS
915	PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS ...
915.1	TIMBER SALE CONTRACT
915.2	MOSS SALE CONTRACT
915.3	TIMBER SALE RENEWAL POLICY
915.4	FIREWOOD PERMIT
915.5	PRIVATE ACCESS LAND USE PERMIT
915.6	CAMPING PERMIT
915.7	DISABILITY PERMIT
915.8	COUNTY PARKS TRAINING MANUAL
920	FACILITIES AND REPORTS
920.1	RECREATIONAL INVENTORY
920.2	STATEMENT OF COUNTY FOREST LOAN
925	MISCELLANEOUS MAPS AND BROCHURES
925.1	JACKSON COUNTY SNOWMOBILE MAP
925.2	COUNTY FOREST ROAD MAP
925.2.1	Bell Mound Forest Road Map
925.2.2	Knutes County Forest Road Map
925.3	JACKSON COUNTY ATV MAP
925.4	JACKSON COUNTY SPORTSMANS MAP

900 RESOURCE MAPS AND TABLES

900.1 GENERAL SOIL MAP OF JACKSON COUNTY *

900.1 SOIL MAP DEFINITIONS

Type 2 - Seaton-Council Association

Very deep, gently sloping to steep, well drained, silty and loamy soils; on uplands

Type 3 – Urne-Council-La Farge Association

Moderately deep and very deep, gently sloping to very steep, well drained, loamy and silty soils; on uplands

Type 4 – Tarr-Boone-Rockdam Association

Moderately deep and very deep, nearly level to very steep, excessively drained and moderately well drained, sandy soils; on uplands, pediments, and stream terraces

Type 5 – Bilson-Elevasil-Merit Association

Moderately deep and very deep, nearly level to steep, well drained, loamy and silty soils; on stream terraces, pediments, and uplands

Type 6 – Elm Lake-Fairchild Association

Moderately deep, nearly level and gently sloping, somewhat poorly drained and poorly drained, sandy and mucky soils; on pediments

Type 7 – Ironrun-Ponycreek-Dawsil Association

Very deep, nearly level and gently sloping, somewhat poorly drained to very poorly drained, sandy, mucky, and peaty soils; on stream terraces and pediments

Type 8 – Merrilan-Veedum-Humbird Association

Moderately deep, nearly level and gently sloping, moderately well drained to poorly drained, loamy and mucky soils; on pediments

900.2 MAP OF COUNTY FOREST LOCATION *

900.3 OFFICAL COUNTY FOREST BOUNDARY MAP *

900.4 FOREST COMPARTMENT MAP

900.5 FOREST COVER TYPES – DETAIL

	Forest Type	Acres	Percent
1	Aspen	26,689	22.38%
2	Aspen, off site	180	0.15%
3	Bottomland Hardwood	73	0.06%
4	White Birch	63	0.05%
5	Fir-Spruce	842	0.71%
6	Red Maple	4,887	4.10%
7	Oak	26,429	22.16%
8	Scrub Oak	868	0.73%
9	Jack Pine	16,967	14.22%
10	Red Pine	6,768	5.67%
11	White Pine	7,679	6.44%
12	Noncomm Spruce	31	0.03%
13	Noncomm Tamarac	1,204	1.01%
14	Tamarack	2,726	2.29%
15	Farm Land	7	0.01%
16	True Grasses	1,176	0.99%
17	Herb Vegetation	51	0.04%
18	Industrial Area	38	0.03%
19	Parking Area	8	0.01%
21	Emergent Veg	64	0.05%
22	Mpmcp,, Grass	18,895	15.84%
23	Water	429	0.36%
24	Lowland Brush	55	0.05%
25	Alder	1,953	1.64%
26	Bog Birch	60	0.05%
27	Minor Lake	905	0.76%
28	Minor Stream	84	0.07%
29	Right of Way	18	0.02%
30	Upland Brush	15	0.01%
31	Rock Outcrops	10	0.01%
	Total Acres	119,277	100.00%

900.6 NATIONAL HIERARCHIAL FRAMEWORK OF ECOLOGICAL UNITS

900.7 GENERAL ENDANGERED RESOURCE LISTING AND MAP FOR
JACKSON COUNTY *

900.8 GYPSY MOTH SUPPRESSION MAP

900.9 MAP OF AESTHETIC MANAGEMENT ZONES

905 LAWS AND ORDINANCES

905.1 COUNTY FOREST LAW (s. 28.11, Wis. Stats) *

28.11 Administration of county forests.

(1) **Purpose.** The purpose of this section is to provide the basis for a permanent program of county forests and to enable and encourage the planned development and management of the county forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple-use to assure maximum public benefits; to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie.

(2) **Defined.** "County forests" include all county lands entered under and participating under [ch. 77](#) on October 2, 1963, and all county lands designated as county forests by the county board or the forestry committee and entered under the county forest law and designated as "county forest lands" or "county special-use lands" as hereinafter provided.

(3) **Powers of county board.** The county board of any such county may:

(a) Enact an ordinance designating a committee to have charge of the county forests and specifying the powers, duties, procedures and functions of such committee. The members of such committee shall be appointed pursuant to [s. 59.13](#) and may include well-qualified residents of the county who are not members of the county board.

(b) Establish regulations for the use of the county forests by the public and to provide penalties for their enforcement.

(c) Appropriate funds for the purchase, development, protection and maintenance of such forests and to exchange other county-owned lands for the purpose of consolidating and blocking county forest holdings.

(d) Enter into cooperative agreements with the department for protection of county forests from fire.

(e) Establish aesthetic management zones along roads and waters and enter into long-term cooperative leases and agreements with the department and other state agencies or federal agencies for the use of the county forests for natural resources research.

(f) Establish transplant nurseries for growing seedlings, from the state forest nurseries, to larger size for planting in county forests, but no ornamental or landscape stock shall be produced in such nurseries.

(g) Establish forest plantations and engage in silviculture, forest management and timber sales.

(h) Engage in other projects designed to achieve optimum development of the forest.

(i) Enter into leases or agreements, for terms not exceeding 10 years, to explore and prospect for ore, minerals, gas or oil upon any county forest lands. These leases or agreements shall contain proper covenants to safeguard the public interests in the lands involved and to guard against trespass and waste. The county board shall require proper security to ensure that the person engaged in exploration or prospecting fully informs the county of every discovery of ore, minerals, gas or oil and restores the land surface to an acceptable condition and value if no discovery of valuable deposit is made or if county forest lands are not withdrawn from entry under this section. Before a lease or agreement under this paragraph is effective, approval of the lease or agreement by the department is required. If the department finds that the proposed lease or agreement fully complies with the law and contains the proper safeguards, it shall approve the lease or agreement.

(j) Enter into leases for the extraction of valuable deposits of ore, minerals, gas or oil upon any county

forest land. If the extraction can be accomplished without permanently affecting the surface of the land, extraction leases may be entered into and extraction may occur while the land remains county forest lands. If the extraction cannot be accomplished without permanently affecting the surface of the land, extraction may not commence until the land is withdrawn as county forest land. Before an extraction lease under this paragraph is effective, approval of the lease by the department is required.

(k) Establish energy conservation projects which permit individual members of the public to remove up to 10 standard cords of wood without charge from county forest lands for individual home heating purposes. The county board shall limit removal of wood for energy conservation projects to wood that is unsuitable for commercial sale. The county board may require a permit to remove wood for energy conservation projects and may charge a fee for the permit to administer projects established under this paragraph. A county board shall restrict participation in projects established under this paragraph to residents, as defined under [s. 29.001 \(69\)](#), but may not restrict participation to residents of the county.

(4) Entry of county forest lands.

(a) A county may file with the department an application for entry of county-owned land under this section. Such application shall include the description of the land and a statement of the purposes for which the lands are best suited. Upon the filing of such application the department shall investigate the same and it may conduct a public hearing thereon if it deems it advisable to do so at such time and place as it sees fit.

(b) If after such investigation the department finds that the lands constitute a well blocked county forest unit or that they block in with other established county forest lands and are otherwise suitable for the purposes of this section it shall make an order of entry designating such lands as county forest lands. All county lands entered under and participating under [ch. 77](#) on October 2, 1963 shall be designated "county forest lands" without further order of entry.

(c) If the department finds that the lands are not suited primarily for timber production and do not otherwise qualify for entry under [par. \(b\)](#) but that they are suitable for scenic, outdoor recreation, public hunting and fishing, water conservation and other multiple-use purposes it shall make an order of entry designating such lands as "county special-use lands".

(d) A copy of the order of entry shall be filed with the county clerk and the county forestry committee, and the order shall also be recorded with the register of deeds.

(e) From and after the filing of such order of entry, the lands therein described shall be "county forest lands" or "county special-use lands", as the case may be, and shall so remain until withdrawn as hereinafter provided.

(f) The department may construct and use forest fire lookout towers, telephone lines and fire lanes or other forest protection structures on any lands entered under this section and the county clerk of such county shall execute any easement on or over such lands which the department may require for forest protection. The general public shall enjoy the privilege of entering such lands for the purpose of hunting, fishing, trapping and other recreation pursuits subject to such regulation and restrictions as may be established by lawful authority.

(5) Management

(a) On or before December 31, 2005, a comprehensive county forest land use plan shall be prepared for a 15-year period by the county forestry committee with the assistance of technical personnel from the department and other interested agencies, and shall be approved by the county board and the department. The plan shall include land use designations, land acquisition, forest protection, annual allowable timber harvests, recreational developments, fish and wildlife management activities, roads, silvicultural operations and operating policies and procedures; it shall include a complete inventory of the county forest and shall be documented with maps, records and priorities showing in detail the various projects to be undertaken during the plan period. The plan may include an application for aids under [s. 23.09 \(17m\)](#). The application

will be considered an annual application for these aids during the 15-year period of the plan. The initial plan may be revised as changing conditions require. Upon the expiration of the initial 15-year period, and upon expiration of each subsequent 15-year period, the plan shall be revised and shall be in effect for another 15-year period. If a plan under this paragraph is not revised upon expiration of the 15-year plan period, or if a plan under s. 28.11(5)(a), 2003 stats., is not revised on or before December 31, 2005, that plan shall remain in effect until such time as that plan is revised and the revised plan takes effect.

(b) An annual work plan and budget based upon the comprehensive plan shall be prepared by the county forestry committee with the assistance of a forester of the department. The plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year. In addition the plan shall include other multiple-use projects where appropriate. A budget, listing estimated expenditures for work projects, administration and protection of the forest, shall accompany the annual plan both to be submitted to the county board for approval at the November meeting.

(5m) Grants for county forest administrators.

(a) The department may make grants, from the appropriation under [s. 20.370 \(5\) \(bw\)](#), to counties having lands entered under [sub. \(4\)](#) to fund all of the following for one professional forester in the position of county forest administrator or assistant county forest administrator:

1. Up to 50% of the forester's salary.
2. Up to 50% of the forester's fringe benefits, except that the fringe benefits may not exceed 40% of the forester's salary.

(b) The department may not make a grant under this subsection for a year for which the department has not approved the annual work plan that was approved by the county board under [sub. \(5\) \(b\)](#). The department may not base the amount of a county's grant on the acreage of the county's forest land.

(c) The department may choose to not make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under [sub. \(5\)\(a\)](#).

(5r) Sustainable forestry grants.

(a) In this subsection, "sustainable forestry" has the meaning given in [s. 28.04 \(1\) \(e\)](#).

(b) The department may make grants, from the appropriation under [s. 20.370 \(5\) \(bw\)](#), to counties having lands entered under [sub. \(4\)](#) to fund the cost of activities designed to improve sustainable forestry on the lands.

(c) The department may choose not to make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under [sub. \(5\)\(a\)](#).

(6) Timber sales and cultural cuttings.

(a) *Limitations.* The county forestry committee is authorized to sell merchantable timber designated in timber sale contracts and products removed in cultural or salvage cuttings. No timber sale contract is required for wood removed under [sub. \(3\) \(k\)](#). All timber sales shall be based on tree scale or on the scale, measure or count of the cut products; the Scribner Decimal C log rule shall be used in log scaling. All cuttings shall be limited to trees marked or designated for cutting by qualified personnel recognized as such by the department.

(b) *Procedures.*

1. Any timber sale with an estimated value of \$3,000 or more shall be by sealed bid or public sale after publication of a classified advertisement announcing the sale in a newspaper having general circulation in the county in which the timber to be sold is located. Any timber sale with an estimated value below \$3,000 may be made without prior advertising. Any timber sale with an estimated value of \$3,000 or more requires approval of the secretary.

2. Timber sales shall be subject to presale appraisals by qualified personnel recognized as such by the department to establish minimum sales value. Appraisal methods and procedures shall be approved by the department.

3. No merchantable wood products may be cut on any lands entered under this section unless a cutting notice on forms furnished by the department is filed with and approved by the department. Any unauthorized cutting shall render the county liable to the state in an amount equal to double the stumpage value of the cut products which amount shall be paid by the county to the state. If the county does not pay the amount of such penalty to the state, the department may withhold such amount from future state contributions to the county.

4. Within 90 days after completion of any cutting operation, including timber trespass, but not more than 2 years after filing the cutting notice, the county shall transmit to the department on forms furnished by the department, a report of merchantable wood products cut. The department may conduct any investigations on timber cutting operations that it considers to be advisable, including the holding of public hearings on the timber cutting operations, and may assess severance share payments accordingly.

(7) County forest credit. The department shall set up an account for each county showing the lands entered; the sums previously paid under s. 28.14, 1961 stats.; the sums hereafter paid under this section; the sums previously received in the form of four-fifths severance tax collected pursuant to s. 77.06 (5), 1961 stats.; the sums received as forestry fund severance share under this section; and the sums previously reimbursed to the state on withdrawn lands pursuant to s. 28.12 (4), 1961 stats. Whenever the forestry fund account of any county shows an overpayment of such severance tax or severance share as of June 30 of any year, the department shall return such overpayment to the county. All severance taxes previously paid by any county and deposited in the general fund shall be credited to the forestry fund account of the county. If such credit exceeds the balance due to the forestry fund account from such county, the overpayment shall be credited to the county and applied in lieu of future severance shares due to the state until the county account is balanced.

(8) State contribution.

(a) *Acresage payments.* As soon after April 20 of each year as feasible, the department shall pay to each town treasurer 30 cents per acre, based on the acresage of such lands as of the preceding June 30, as a grant out of the appropriation made by [s. 20.370 \(5\) \(bv\)](#) on each acre of county lands entered under this section.

(b) *Forestry fund account.*

1. A county having established and maintaining a county forest under this section is eligible to receive from the state from the appropriations under [s. 20.370 \(5\) \(bq\)](#) and [\(bs\)](#) an annual payment as a noninterest bearing loan to be used for the purchase, development, preservation and maintenance of the county forest lands and the payment shall be credited to a county account to be known as the county forestry aid fund. A county board may, by a resolution adopted during the year and transmitted to the department by December 31, request to receive a payment of not more than 50 cents for each acre of land entered and designated as "county forest land". The department shall review the request and approve the request if the request is found to be consistent with the comprehensive county forest land use plan. If any lands purchased from the fund are sold, the county shall restore the purchase price to the county forestry aid fund. The department shall pay to the county the amount due to it on or before March 31 of each year, based on the acresage of the lands as of the preceding June 30. If the amounts in the appropriations under [s. 20.370 \(5\) \(bq\)](#) and [\(bs\)](#) are not sufficient to pay all of the amounts approved by the department under this subdivision, the department shall pay eligible counties on a prorated basis.

2. The department may allot additional interest free forestry aid loans on a project basis to individual counties to permit the counties to undertake meritorious and economically productive forestry operations, including land acquisitions. These additional aids may not be used for the construction of recreational facilities or for fish and game management projects. Application shall be made in the manner and on forms prescribed by the department and specify the purpose for which the additional aids will be used. The department shall make an investigation as it deems necessary to satisfy itself that the project is feasible, desirable and consistent with the comprehensive plan. If the department so finds, it may make allotments in such amounts as it determines to be reasonable and proper and charge the allotments to the forestry fund account of the county. These allotments shall be credited by the county to the county forestry aid fund. After determining the loans as required under [subd. 1.](#), the department shall make the remainder of the amounts appropriated under [s. 20.370 \(5\) \(bq\)](#) and [\(bs\)](#) for that fiscal year available for loans under this subdivision. The department shall also make loans under this subdivision from the appropriations under [s. 20.370 \(5\) \(bt\)](#) and [\(bu\)](#).

3. All payments made under this paragraph shall be known as the "forestry fund account".

(9) County forest severance share.

(a) Except as provided under [pars. \(b\)](#) and [\(c\)](#), on timber cut from lands entered as "county forest lands" the county shall pay a severance share of not less than 20% of the actual stumpage sales value of the timber. A higher rate of payment may be applied when agreed upon by the department and the county. When cutting is done by the county and timber is not sold or is sold as cut forest products the severance share shall be 20% of the severance tax schedule in effect under [s. 77.06 \(2\)](#).

(ag) The severance share paid by a county to the state shall be credited to the forestry fund account of the county and shall be divided into 2 payments as follows:

1. An acreage loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due in the forestry fund account of the county that is attributable to loans made under [sub. \(8\) \(b\) 1.](#)

2. A project loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due that is attributable to loans made under [sub. \(8\) \(b\) 2.](#)

(am) The acreage loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under [s. 20.370 \(5\) \(bq\)](#), and the project loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under [s. 20.370 \(5\) \(bu\)](#).

(ar) Notwithstanding [s. 20.001 \(3\) \(c\)](#), if the sum of the unencumbered balances in the appropriations under [s. 20.370 \(5\) \(bq\)](#), [\(bt\)](#) and [\(bu\)](#) exceeds \$400,000 on June 30 of any fiscal year, the amount in excess of \$400,000 shall lapse from the appropriation under [s. 20.370 \(5\) \(bq\)](#) to the conservation fund, except as provided in [subd. 2.](#)

2. Notwithstanding [s. 20.001 \(3\) \(c\)](#), if the amount in the appropriation under [s. 20.370 \(5\) \(bq\)](#) is insufficient for the amount that must lapse under [subd. 1.](#), the remainder that is necessary for the lapse shall lapse from the appropriation under [s. 20.370 \(5\) \(bu\)](#).

(b) No severance share payment is required if there is no balance due in the forestry fund account of the county. A severance share payment shall not exceed the balance due in the forestry fund account of the county.

(c) No severance share payment is required for wood removed from county forest lands for energy conservation projects established under [sub. \(3\) \(k\)](#).

(d) Of the gross receipts from all timber sales on the county forests 10% shall be paid annually by the county to the towns having county forest lands on the basis of acreage of such lands in the towns.

(11) Withdrawals.

(a) 1. The county board may by resolution adopted by not less than two-thirds of its membership make application to the department to withdraw lands entered under this section. The county board shall first refer the resolution to the county forestry committee, which shall consult with an authorized representative of the department in formulating its withdrawal proposal. The county board shall not take final action on the application until 90 days after referral of the application to the forestry committee or until the report of the forestry committee regarding the application has been filed with the 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.

2. Upon the filing of an application to withdraw lands under [subd. 1.](#), the department shall investigate the application. During the course of its investigation the department shall make an examination of the character of the land, the volume of timber, improvements, and any other special values. In the case of withdrawal for the purpose of sale to any purchaser other than the state or a local unit of government, the department shall establish a minimum value on the lands to be withdrawn. In making its investigation the department shall give full weight and consideration to the purposes and principles set forth in [sub. \(1\)](#), and it shall also weigh and consider the benefits to the people of the state as a whole, as well as to the county, from the proposed use against the benefits accruing to the people of the state as a whole and to the county under the continued entry of the lands to be withdrawn. The department may conduct a public hearing on the application, if it considers it advisable, at a time and place that it determines, except that if the county requests a public hearing in writing, the department shall hold a public hearing.

3. If the department finds that the benefits after withdrawal of the lands described in the application under [subd. 2.](#) outweigh the benefits under continued entry of the lands and that the lands will be put to a better and higher use, it shall make an order withdrawing the lands from entry; otherwise it shall deny the application.

4. If the application is denied, the county board may, by resolution adopted by not less than two-thirds of its membership, appeal to a review committee. The department shall submit the findings of its investigation and of any hearing on a proposed withdrawal to the committee, which shall be composed of the following members:

- a. One member appointed by the county board submitting the application for withdrawal.
- b. One member who is appointed by the governor, who is from another county that has land enrolled under the county forest law, and who shall be chairperson of the review committee.
- c. One member appointed by the department.
- d. One member appointed by the University of Wisconsin from the College of Agricultural and Life Sciences.
- e. One member to be selected by unanimous vote of the appointed members or, if the appointed members fail to achieve unanimity, by the governor.

5. The review committee appointed under [subd. 4.](#) shall, by majority vote within 60 days after receiving the findings of the department, do one of the following:

- a. Approve the application for withdrawal if it finds the proposed use to be of a greater benefit considering all losses and benefits to the people of the state as a whole, as well as to the people of the county.
- b. Provisionally deny the application for withdrawal giving specific reasons why it finds the proposal deficient and making any suggestions for revising the application to reduce the conflict of the proposed use with the public interest.

6. If the committee approves a withdrawal under [subd. 5.](#), it shall notify the county board of its approval stating, as necessary, specific procedures to be followed by the county relating to the withdrawal. The county board may then by a resolution approved by not less than two-thirds of its membership, withdraw the lands from the county forest law and shall send copies of this resolution to the department and to the

county register of deeds who shall record the resolution.

7. If the committee provisionally denies the proposed withdrawal under [subd. 5.](#), it may consider an amended application for withdrawal upon presentation of the application and supporting information, or it may require additional investigation of the amended application by the department before reconsidering the application. Any additional investigation shall include additional public hearings if requested by the county, the department, or the committee.

(b) If the application is approved the county shall reimburse the state the amounts previously paid to the county pursuant to [sub. \(8\) \(b\)](#) which reimbursement shall be credited to the county forestry fund account; except that the department may waive all or part of such reimbursement if it finds that the lands are withdrawn for a higher public use or that the amount of such reimbursement is unreasonable when compared to the value of the land. If the department has waived any portion of such reimbursement and if at any subsequent time the land ceases to be used for the purpose designated in the application for withdrawal, the full amount of reimbursement due the forestry fund account on the lands withdrawn shall immediately become due and payable to the department and shall be credited to the forestry fund account, unless the department finds and determines that the lands will continue to be put to another higher public use in which case payments of such reimbursement may be deferred by the department so long as the lands are devoted to a higher public use. If payment is not made prior to the time of the next forestry aid payment to the county, forestry aid payments in an amount to be determined by the department shall be withheld until the amount due the forestry fund account is reimbursed.

(12) Enforcement. If at any time it appears to the department that the lands are not being managed in accordance with this section it shall so advise the county forestry committee and the county clerk. If the condition persists the department may proceed against the persons responsible for such noncompliance under [s. 30.03 \(4\)](#).

(13) Review. All orders of the department made under this section may be reviewed under [ss. 227.52 to 227.58](#).

History: 1971 c. 215; 1975 c. 39 s. 734; 1975 c. 342; 1977 c. 29; 1979 c. 34 ss. 723 to 725, 2102 (39) (a); 1983 a. 27; 1983 a. 192 s. 304; 1983 a. 424 ss. 2 to 5; 1985 a. 29 ss. 655ce to 655cg, 3202 (39); 1985 a. 182 s. 57; 1987 a. 27; 1989 a. 31, 79; 1993 a. 16, 184, 301; 1995 a. [27](#), [201](#); 1997 a. [237](#), [248](#); 1999 a. [9](#); 2001 a. [16](#), [103](#).

Cross Reference: See also ch. [NR 48](#) and ss. [NR 1.24](#), [47.60](#), and [302.03](#), Wis. adm. code.

A county forest withdrawal appeal review committee under sub. (11) (a) is not state agency whose decisions are reviewable under ch. 227. Allen v. Juneau County, 98 Wis. 2d 103, 295 N.W.2d 218 (Ct. App. 1980).

County boards cannot sell or exchange county forest lands without first withdrawing them from the county forest program under sub. (11). 66 Atty. Gen. 109.

910 TIMBER SALE HISTORY

910.1			
ANNUAL TIMBER AND MOSS REVENUE SUMMARY			
YEAR	TIMBER	MOSS	TOTAL
1933	\$ -	\$ -	\$ -
1934	\$ -	\$ -	\$ -
1935	\$ -	\$ -	\$ -
1936	\$ -	\$ -	\$ -
1937	\$ -	\$ -	\$ -
1938	\$ -	\$ -	\$ -
1939	\$ -	\$ -	\$ -
1940	\$ -	\$ -	\$ -
1941	\$ 720.00	?	\$ 720.00
1942	\$ 2,191.00	?	\$ 2,191.00
1943	\$ 4,610.00	?	\$ 4,610.00
1944	\$ 6,662.00	?	\$ 6,662.00
1945	?	?	\$ -
1946	\$ 1,847.00	?	\$ 1,847.00
1947	?	?	\$ -
1948	?	?	\$ -
1949	?	?	\$ -
1950	\$ 6,246.76	?	\$ 6,246.76
1951	\$ 7,891.19	?	\$ 7,891.19
1952	\$ 9,521.63	?	\$ 9,521.63
1953	\$ 15,347.22	?	\$ 15,347.22
1954	\$ 30,054.72	?	\$ 30,054.72
1955	\$ 19,677.84	?	\$ 19,677.84
1956	\$ 31,155.91	?	\$ 31,155.91
1957	\$ 23,168.85	?	\$ 23,168.85
1958	\$ 40,798.50	?	\$ 40,798.50
1959	\$ 25,433.89	?	\$ 25,433.89
1960	\$ 33,099.38	?	\$ 33,099.38
1961	\$ 31,952.38	?	\$ 31,952.38
1962	\$ 41,178.59	?	\$ 41,178.59
1963	\$ 23,709.29	?	\$ 23,709.29
1964	\$ 16,490.51	?	\$ 16,490.51
1965	\$ 41,131.59	\$ 1,557.40	\$ 42,688.99
1966	\$ 15,614.64	\$ 6,948.90	\$ 22,563.54
1967	\$ 20,017.64	\$ 7,593.10	\$ 27,610.74
1968	\$ 22,516.09	\$ 4,320.70	\$ 26,836.79
1969	\$ 17,477.11	\$ 3,093.20	\$ 20,570.31
1970	\$ 26,241.10	\$ 3,280.70	\$ 29,521.80

YEAR	TIMBER	MOSS	TOTAL
1971	\$ 12,976.77	\$ 4,141.20	\$ 17,117.97
1972	\$ 35,155.28	\$ 4,155.10	\$ 39,310.38
1973	\$ 20,473.79	\$ 2,913.50	\$ 23,387.29
1974	\$ 52,345.14	\$ 8,982.50	\$ 61,327.64
1975	\$ 55,396.18	\$ 5,853.00	\$ 61,249.18
1976	\$ 46,673.72	\$ 9,919.05	\$ 56,592.77
1977	\$ 39,110.12	\$ 5,186.03	\$ 44,296.15
1978	\$ 56,571.66	\$ 7,660.50	\$ 64,232.16
1979	\$ 84,522.06	\$ 12,845.50	\$ 97,367.56
1980	\$ 72,331.04	\$ 14,163.00	\$ 86,494.04
1981	\$ 52,402.98	\$ 8,110.40	\$ 60,513.38
1982	\$ 153,199.44	\$ 5,275.00	\$ 158,474.44
1983	\$ 109,825.06	\$ 9,466.90	\$ 119,291.96
1984	\$ 132,198.30	\$ 8,212.62	\$ 140,410.92
1985	\$ 134,206.20	\$ 10,687.00	\$ 144,893.20
1986	\$ 205,480.87	\$ 7,372.50	\$ 212,853.37
1987	\$ 210,947.53	\$ 9,079.75	\$ 220,027.28
1988	\$ 204,805.69	\$ 10,812.50	\$ 215,618.19
1989	\$ 224,467.19	\$ 6,239.75	\$ 230,706.94
1990	\$ 275,190.02	\$ 5,070.20	\$ 280,260.22
1991	\$ 292,476.97	\$ 8,976.55	\$ 301,453.52
1992	\$ 294,777.42	\$ 6,095.85	\$ 300,873.27
1993	\$ 237,670.00	\$ 7,851.05	\$ 245,521.05
1994	\$ 467,796.87	\$ 17,695.85	\$ 485,492.72
1995	\$ 403,791.91	\$ 11,442.35	\$ 415,234.26
1996	\$ 343,225.66	\$ 14,208.50	\$ 357,434.16
1997	\$ 254,330.06	\$ 9,061.11	\$ 263,391.17
1998	\$ 292,179.78	\$ 16,260.45	\$ 308,440.23
1999	\$ 439,369.87	\$ 7,300.00	\$ 446,669.87
2000	\$ 753,565.00	\$ 18,553.75	\$ 772,118.75
2001	\$ 971,700.00	\$ 6,469.30	\$ 978,169.30
2002	\$ 821,335.06	\$ 18,637.50	\$ 839,972.56
2003	\$ 1,263,718.06	\$ 12,640.00	\$ 1,276,358.06
2004	\$ 1,282,160.82	\$ 20,695.50	\$ 1,302,856.32
Notes: No timber revenue was included in annual report for 1945 and 1947 through 1949.			
No moss revenue was reported for 1941 through 1964, but it may have been included in timber revenue figures.			

915 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

915.1 TIMBER SALE CONTRACT *

TIMBER SALE CONTRACT
JACKSON COUNTY FOREST

TRACT NUMBER _____ **CONTRACT NUMBER** _____

This contract is made by and between the **Jackson County Forestry Department** (seller), and _____ (purchaser) of _____ for the purpose of cutting and removing timber, which includes all forest products, marked or designated by the seller on the following lands, hereinafter called premises, which are further described in attachments made a part of this contract.

This contract and all authority granted under it, as mutually agreed upon by the parties, is subject to the following terms and conditions:

1. Cutting of timber on the premises may start after execution of the contract and submission of required bonds, certificates or statements. Cutting and removing shall be conducted in a workmanlike manner and with reasonable diligence to assure full compliance with this contract within the contract period. The purchaser shall notify the seller immediately upon completion.
2. All work under this contract shall be completed in the period commencing upon its execution to no later than _____. The seller may temporarily suspend operations upon notice to the purchaser with subsequent equitable adjustment of this contract as deemed necessary by the seller.
3. If extensions of this contract are agreed upon by the parties, the stumpage prices indicated in clause 9 shall be adjusted as follows:

First 12 month extension:	5% increase
Second 12 month extension:	10% increase
Third 12 month extension:	25% increase
4. The seller may suspend or terminate this contract, on oral or written notice, upon its breach as determined by the seller or at other times when deemed necessary by the seller.
5. Purchaser has (A) deposited cash, (B) provided a performance bond (C) provided a letter of credit (**underline one**) in the amount of \$_____ to assure the complete performance of this contract subject to its terms and conditions. Purchaser agrees that upon breach of any terms or conditions of this contract, as determined by the seller, such cash or bond shall be forfeited to the seller as liquidated damages unless the seller determines and chooses to seek actual damages. Purchaser further agrees that such cash or bond shall not be returned unless and until the seller determines the contract has been fully completed by the purchaser. Purchaser may be required to forfeit other performance bonds of Purchaser held by the Seller if damages/debt exceed the amount of the performance bond for this contract.

The seller shall have sixty (60) days from notice of completion from the purchaser to make such determination.

6. Purchaser agrees that if the timber identified under this contract is resold due to a breach of the contract, the seller is not obligated to give notice to resale to purchaser.
7. Timber shall not be removed from the premises until paid for or guarantees for payment acceptable to the seller are provided.
8. Title to timber cut under this contract shall remain with the seller until payment as indicated in clause 9 is received by the seller or written authorization is given by seller.

9. **Stumpage Payments**

- A. The purchaser agrees to pay stumpage payments indicated in sub. B in the form acceptable to the seller for marked or designated timber cut or removed under this contract. The volume of timber indicated is an estimate. The seller does not give any guarantee or warranty respecting quality, quantity or volume of the marked or designated timber on the premises.

Stumpage Payment Schedule

- B. **Woods scale:** Full payment due within 15 days of date of issuance of scale sheet/invoice. Payment for scales may be required by seller before wood is hauled. *All wood which is hauled to a sawmill must be piled on the ground for scaling under the provisions of #41.*

Haul ticket system: Minimum required advance stumpage deposit is 50% for each haul ticket. The balance of each ticket will be due within 15 days of issuance of invoice. Unscaled wood may not be hauled from sale area without a haul ticket for each load hauled. See items 43 through 53 for instructions on use of haul ticket system. *Haul tickets will only be authorized for pulpwood hauled to pulp mills, wood yards or chipping mills which scale by weight or by the cord.*

A Contractor will be allowed one late payment violation per year without penalty. If a Contractor has more than one violation in a one year period they will be placed on a list and required to prepay 100% for all tickets and scaled wood for a period of two years.

Species	Product	Total Value of Estimated		
		Price	Volume	Per Unit

TOTAL \$ _____

- C. The purchaser agrees to pay double stumpage payments as liquidated damages for timber removed from the premises without advance payment, without authorization as required in clause 7, contrary to scaling or hauling requirements as required in clause 33, and for unmarked or undesignated timber cut or damaged through carelessness, negligence or intention.

- D. Purchaser agrees to make double stumpage payments for timber marked or designated on the premises which is destroyed or reduced in value as a result of the purchaser's operation or negligence and that which is not removed on termination of this contract.

OPERATIONAL SPECIFICATIONS

10. **Cutting Requirements:** (DBH represents the tree diameter 4.5 feet above the ground)
- Cut all trees as designed in the timber sale prospectus (attached). Cut all pulpwood trees so designated which contain one or more 100 inch stick. Cut all sawlog trees so designated which contain one or more 8 foot 6 inch logs.
- Where so designated in the timber sale prospectus, cut all remaining non-merchantable trees which are two (2) inches or greater in diameter. Trees must be completely severed from the stump. Stumps must be no higher than 11 inches.
11. **Utilization Specifications:**
- Cordwood: Minimum top diameter will be 4 inches for softwood and 5 inches for aspen and all other hardwoods.
- Sawlogs: Minimum top diameter will be 9 inches for softwoods and 11 inches for aspen and all other hardwoods.
12. Maximum stump height shall not exceed stump diameter, except that for stumps with diameters less than 11 inches, stump height shall not exceed 11 inches.
13. All and only the timber marked or designated for cutting on the premises shall be cut whether it be more or less than the volume listed herein.
14. The purchaser shall use reasonable care not to damage the residual timber stands. Young growth bent or held down by felled trees shall be promptly released. Timber damaged through normal cutting operations may be designated for cutting by the seller and harvested if merchantable.
15. The purchaser agrees to complete all operations on each portion of the premises or each compartment as designated in the cutting requirements before beginning in the next, unless agreed to otherwise by the seller.
16. The purchaser agrees not to commit any act of waste or nuisance upon the premises.

SLASH AND DEBRIS DISPOSAL

17. The purchaser shall comply with requests regarding forest fire prevention and suppression made by the seller and takes all reasonable precautions to prevent, suppress and report forest fires.
18. Slash disposal requirements are as follows:
- No slash, tops or debris to be left in road ditches, on road rights of way or on woods trails. Slash disposal by removal or by lopping and scattering may be required within 100 feet of the centerline of public roadways and power line rights-of-way and within 500 feet of buildings. Lopping means reduction of slash to within two (2) feet of the ground surface. Scattering means the spreading of slash piles and concentrations to the satisfaction of the seller.

19. The purchaser shall remove all solid waste, trash and debris generated by the purchaser.

ROAD, CAMPS, SURVEY CORNERS

20. Location, construction, and use of logging roads, mill sites and campsites is subject to advance approval by the seller. All such areas or facilities used or constructed by the purchaser must be operated, maintained and restored prior to termination of the contract in a manner satisfactory to the seller. Purchaser shall repair damage to existing roads prior to release by the seller of purchaser's performance bond.
21. All logging roads must be closed with an earthen berm upon completion of the contract to the satisfaction of the County.
22. No residence, dwelling, permanent structure, or improvement shall be established or constructed on the premises. Temporary camps for workers may be established with permission and under terms dictated by the seller.
23. Logging roads that intersect with town, county, or state roads or highways must have the intersections approved by the proper authorities prior to construction and must be cleared of all unsightly debris at the time of construction. This requirement is the responsibility of the purchaser. All ditch and road shoulders must be returned to original state before performance bond is refunded.
24. The purchaser agrees to pay for the cost of repair or replacement of any land survey monuments or accessories which are removed or destroyed or made inaccessible. Payment of cost or repair shall not prevent enforcement or recourse to other statutory provisions which apply to such action or conduct of the purchaser.

LIABILITY

25. The purchaser agrees to protect, indemnify and save harmless the seller from and against any and 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 operation or in connection with any action or omission of the purchaser, who shall defend the seller in any such cause of action or claim.

INDEPENDENT CONTRACTOR RELATIONSHIP

26. The purchaser, prior to any performance under the contract, shall provide the seller with a certificate of insurance indicating that Worker's Compensation Insurance coverage is provided for all employees regardless of exemptions in Chapter 102 Wis. Stats. working under this contract. Such certificate shall further include the condition that the insurer shall notify the seller at Jackson County Forestry and Parks, W9790 Airport Road, Black River Falls, WI. 54615 within five (5) days of any change in its terms or twenty (20) days prior to its termination.
27. The purchaser is an independent contractor and not an employee or agent of the seller for any purpose including Worker's Compensation. The seller agrees that the purchaser shall have sole control of the method, hours worked, and time and manner of any performance under this contract other than as specifically provided herein. The seller reserves the right only to inspect the job site

or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the contract. The seller takes no responsibility for supervision or direction of the performance of the contract to be performed by the purchaser or the purchaser's employees or agent. The seller further agrees that it will exercise no control over the selection and dismissal of the contractor's employees or agents.

28. In connection with the performance of work under the contract, the purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in S. 51.05(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; pay rates or other form of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the purchaser further agrees to take affirmative action to ensure equal employment opportunities. The purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the purchaser setting forth the provisions of this nondiscrimination clause.

ASSIGNMENT AND CHANGES

29. This contract, together with the specifications in the bid request and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this contract are hereby superseded. Any contractual revision including cost adjustment and time extensions must be made by an amendment to this contract or other written documentation, signed by both parties at least 30 days prior to the ending date of this contract.
30. Neither this contract nor any right or duty in whole or in part by the purchaser under this contract may be assigned, delegated or subcontracted without the written consent of the seller.

CONTRACTING PARTIES

31. In this contract, the seller and the purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, representatives, successors, heirs, members and servants. Contractor agrees, prior to beginning any activity on sale area, to submit names of all subcontractors which will be operating on sale area. Seller reserves the right to reject subcontractors based on past experience with seller.
32. If the purchaser ceases to exist, in fact or by law, the seller may immediately terminate this contract and, without waiving any remedies available to it, perform the contract.

SCALING AND CONVERSION FACTORS

33. Seller may determine whether forest products are to be scaled on site (woods scale) or if haul ticket system will be authorized, or any combination thereof.
34. The seller may inspect trucks hauling forest products from the premises and check sale at any time.

35. When peeled cordwood is measured, it is agreed that 12.5% will be added to hand peeled volume, 16% to ring debarked volume, and 25% to other machined peeled volume to compute equivalent unpeeled volume.
36. The Scribner Decimal C log rule shall be used for scaling logs.
37. The conversion rates for MBF (thousand board feet) to cords or cords to MBF will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
38. Other conversion factors shall be these listed in the DNR Timber Sale Handbook (Manual Code 2461).
39. All sawlogs shall be separated from pulpwood when piled. Sawlogs shall be defined as in the Forestry Handbook of the Society of American Foresters.
40. All pulpwood shall be piled on the ground at an approved landing area for scaling unless hauling is authorized under a haul ticket system. Piles shall be level and square with at least 5 cords per pile. At least 10 cords of pulpwood will be skidded and piled before a scale is requested.
41. Logs shall be yarded for scaling at an approved landing area. If logs are decked, the log length shall be marked on the small end with lumber crayon. Log decks shall be no higher than six (6) feet. All small ends shall be on one side of the log deck, or all small ends must be marked with a lumber crayon.
42. All products hauled to any sawmill shall be yarded or piled at an approved landing for scaling, whether or not log products are listed on the timber sale contract.

HAUL TICKET SYSTEM

NOTE: Haul tickets will only be used for hauling pulpwood to pulp mills, wood yards or chipping mill which scale by weight or by the cord.

43. Haul Tickets may be purchased in any lot sizes by depositing the appropriate sum of money according to the fee schedule in item below.
44. Lock boxes shall be placed on the premises by the seller upon request of the purchaser. Seller shall install lock boxes as soon as reasonably possible after receiving the request.
45. The purchaser shall provide the seller with a list of all destination of timber to be removed from the premises. Changes in timber destination shall be reported before hauling to the new destination.
46. Prior to hauling any timber the purchaser agrees to provide, on forms supplied by the seller, intent of all buyers of cut timber from the premises to return copies of scale slips attached corresponding tickets. Purchaser agrees to sell no cut timber to any buyer who has not provided written verification of his/her intent to return scale slips and tickets.
47. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lock box.
48. Failure to deposit a ticket in the lock box each time a load of cut timber leaves the sale area may be considered a breach of contract. Purchaser agrees to pay double the stumpage rate as indicated

in clause 9 as liquidated damages for such removed timber for breach of contract. In addition, failure to deposit tickets in the lock box may also be considered timber theft under State Statute 26.04 or theft under State Statute 943.20 with appropriate penalties.

49. If, for any reason a lock box is not present on the sale site as requested by the purchaser, no wood may be removed by haul ticket until a lock box has been put in place.
50. Tickets are issued for the contract specified on the ticket and shall not be used for any other contract.
51. When transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the ticket applicable to the load.
52. A list of all truckers that will be hauling timber from the premises shall be provided to the seller by the purchaser. It shall be the responsibility of the purchaser to provide such truckers with appropriate tickets.
53. The seller may check loaded trucks for scaled wood and/or haul tickets at any time.
54. **Truck delivery:** The appropriate portion of the ticket shall be detached at the point where the timber is scaled and attached to a duplicate copy of the scale slip and then immediately returned to the seller. Failure to deliver the appropriate portion of the ticket to the wood scaler will be consider timber theft.
55. **Rail shipment to a mill:** The appropriate portion of the ticket shall be attached to the bill of lading for the car. At the mill, the ticket shall be attached to a copy of the scale slip, then immediately returned to the seller.

56. **Price of tickets shall be as follows:**

Aspen	\$ _____	per ticket
Oak	\$ _____	per ticket
Mixed Hardwoods	\$ _____	per ticket
Jack Pine	\$ _____	per ticket
Red Pine	\$ _____	per ticket
White Pine	\$ _____	per ticket

57. The sale prospectus may is attached to and is part of this contract. All stipulations and operating procedures in the prospectus are part of the contract.

TIMBER THEFT

58. The seller reserves the right to suspend this contract by oral or written notice if the contractor or any employee or subcontractor thereof is under investigation for timber theft, or has been arrested for issued a citation for, or formally charged with timber theft under ss. 26.04, or ss. 943.20, Wis Stats, on this contract or on any other timber contract on the Jackson County Forest.
59. The seller reserves the right to terminate this contract by written notice if the contractor or any employee or subcontractor thereof is convicted of timber theft or pleads to charges of timber theft under ss. 26.04 or 943.20, Wis. Stats.

OTHER CONDITIONS

60. Other conditions (if none, write "NONE")

Jackson County

Purchaser

By _____

Name _____

Date signed _____

Date signed _____

915.2 Moss Sale Contract

**JACKSON CO. FORESTRY & PARKS DEPT.
SPHAGNUM MOSS CONTRACT
W9790 AIRPORT ROAD
BLACK RIVER FALLS, WI 54615**

JACKSON COUNTY FOREST

MARSH NO. _____

This contract is made by and between _____
of _____ State of Wisconsin, hereinafter call the purchaser, and Jackson
County Forestry and Parks Department, Black River Falls, State of Wisconsin, called the seller.

The seller hereby authorizes the purchaser to pull and harvest all sphagnum moss designated on the
following described lands, hereinafter called the premises: _____ which are
further described on the maps, or diagrams attached hereto and made a part hereof.

The seller and the purchaser mutually agree that his contract is subject the following conditions:

CONTRACT PERIOD AND TERMINATION

- 1) Harvesting of sphagnum moss on the premises may start after the seller and purchaser have signed this contract and will continue with reasonable diligence so that the mosing operation will be completed no later than _____. If extensions of this contract are agreed upon by the parties the moss prices may be adjusted as follows:

First 12 month extension:	10% increase
Second 12 month extension:	25% increase
- 2) The seller shall give the purchaser notice in the event of a breach of any condition of the contract. Operations shall cease immediately on any and all existing contracts with the seller upon written receipt of such notices by the purchaser, and continued occupancy shall be considered a trespass. Operations may not be resumed without written authorization from the seller.
- 3) The seller may terminate this contract for a breach of any condition or for any reasons deemed necessary by the seller by giving the purchaser a written authorization from the seller.
- 4) Purchase has provided a performance bond in the amount of _____ (\$150.00 or 10% of the total bid, whichever is greater) with the seller to be held until the completion of all conditions of this contract to the satisfaction of the seller upon written receipt of such notices by the purchaser, and continued occupancy shall be considered a trespass. Operations may not be resumed without written authorization from the seller.
- 5) The purchaser shall notify the seller when the sale operation has been completed.
- 6) Prior to returning the performance bond, the seller shall have 30 days from the time he/she receives notice of sale completion to inspect the premises to determine if the contract has been satisfactorily performed.

7) The seller reserves the right to temporarily suspend this contract at any time.

PAYMENT SCHEDULE

THE VOLUME OF MOSS INDICATED IS AN ESTIMATE. THE SELLER DOES NOT GIVE ANY GUARANTEE OR WARRANTY RESPECTING QUALITY, QUANTITY OR VOLUME OF MOSS ON THE PREMISES.

8) The purchaser agrees to pay for moss on the contracted area in four installments or 25% of the total bid:

First Installment \$ _____ Total Bid:
Second Installment \$ _____
Third Installment \$ _____
Fourth Installment \$ _____

The first installment is due prior to beginning any part of the moss operation. The second installment is due when one fourth of the area has been harvested. The third installment is due when one half of the area has been harvested. The final installment is due when three fourths of the area has been harvested. The purchaser shall notify the seller shall determine the amount of the area which has been harvested as well as the due dates of partial payment.

OPERATIONS, MOSS REMOVAL, TRANSPORT

- 9) Sphagnum moss will not be piled on the marsh during the winter months. All moss must be removed from the marsh prior to the contractor leaving the job each season. Contractor is required to repair access roads at the end of each harvest to the same or better condition. Seller will inspect all access roads under the provisions of item #6, and retain all or a portion of the performance bond to repair roadways if necessary as determined by the seller. Moss cannot be left in marsh longer than 30 days after it is pulled. Purchaser must notify county immediately upon leaving and returning harvest operations.
- 10) No equipment or vehicle shall be operated on the premises by the purchaser in taking or removing moss unless authorized by the seller.
- 11) The purchaser is responsible for any fires started by his operation. The Purchaser is also required to have all necessary permits for fire, and is responsible for any damages that may occur. The use of fire for any purpose on or near the moss marsh or drying bed area is prohibited except as authorized by the seller. A copy of the burning permit must be supplied to the seller prior to burning.
- 12) The seller reserves the right, at any time during the period of high fire hazard, to ban the use of any equipment on or near a moss marsh or land under the seller's jurisdiction.
- 13) The purchaser shall not alter, remove or destroy any sale boundary markers.

- 14) All sphagnum moss marked or designated for removal on the premises shall be harvested.
- 15) Unmarked or undesignated moss damaged or harvested through carelessness, negligence or intention is prohibited and the value of such damaged moss shall be deducted from the performance bond.
- 16) The seller reserves the right to stop any and all trucks hauling moss at any time to check for compliance. Removal of moss in a manner not authorized by this contract shall result in the purchaser's liability. Further, such removal shall constitute a breach with the right of termination by the seller with forfeiture of the total performance bond as liquidated damages.

ROADS, CAMPS AND DEBRIS

- 17) Location, construction and use of roads and temporary campsites by the purchaser are subject to advance approval of the seller.
- 18) Modifications to drying beds and/or marshes and access roads without prior written approval of the seller shall be prohibited. Included are brushing, tree removal, road widening, gate construction, etc.
- 19) The purchaser agrees not to allow any waste or nuisance upon the premises. The purchaser shall remove, to the satisfaction of the seller, all solid waste, trash and debris, generated by the seller, throughout the contract period.

LIABILITY

- 20) The purchaser agrees to protect, indemnify and save harmless the seller from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss including death, as a direct or indirect result of mowing operations or in connection with any action or omission of the purchase, who shall defend the seller in any such case cause of action or claim.
- 21) The purchase agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, development disability or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other form of compensation, and selection for training, including apprentices.
- 22) The purchaser is an independent contractor and not an employee or agent of the seller.

ASSIGNMENT AND CHANGES

- 23) This contract, together with the specifications in the bid request and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this contract are hereby superseded. Any contractual revision including cost adjustment and time extensions must be made by an amendment to this contract or other written documentation, signed by both parties at least 30 days prior to the ending date of this contract.

24) Neither this contract nor any right or duty in whole or in part by the purchaser under this contract may be assigned, delegated or subcontracted without the written consent of the seller.

CONTRACTING PARTIES

25) In this contract, the seller and the purchaser include their respective officers, employees, agents, directors, subcontractor, assignees, partners, representative, successors, heirs, members and servants.

26) If the purchaser ceases to exist, in fact or by law, the seller may immediately terminate this contract and, without waiving any remedies available to it, perform the contract.

OTHER PROVISIONS

27) A map of the marsh is attached to and is part of this contract. All provisions noted on the map sheet are part of the contract.

SIGNATURE OF SELLER

SIGNATURE OF PURCHASER

BY _____

BY _____

DATE _____

DATE _____

915.3 TIMBER SALE EXTENSION / RENEWAL POLICY *

Duration and Extension Of Contracts

- (a) All contracts will be issued for not less than six months nor more than 2 years, unless otherwise stated on advertisement and/or contracts. Contracts will be dated to expire on the anniversary of the sale. Exceptions may be made in cases of extenuating circumstances.
- (b) A one year extension, if deemed necessary by the seller, may be granted following expiration of the initial contract, however, the stumpage will be increased 5% over the original selling price. A second twelve month contract extension may be granted accompanied by a 10% increase in stumpage over the original selling price.
- (c) The maximum time duration of a timber sale contract, including extensions, shall be 4 years. Extension beyond this period of time shall be considered by the Committee only in the event of special justification. Special stumpage rate adjustments may be made. The minimum increase beyond a 4-year contract shall be 25% over the original stumpage rate
- (b) If purchasers do not wish to have contracts renewed or extended, double stumpage may be charged for any uncut timber left on the sale area.
- (e) The contractor may request a contract release due to severe physical or financial disability. The committee shall determine if a release shall be granted and may withhold all or a portion of the bond deposit for damages.

915.4 FIREWOOD PERMIT

WOOD CUTTING PERMIT
JACKSON COUNTY FORESTRY DEPARTMENT
BLACK RIVER FALLS, WI 54615

Mr. _____ Town of _____
County of _____ is hereby authorized to cut firewood on public land.
Described as follows: _____ Section ___ T ___ R ___, where indicated
Under restrictions shown on reverse side.

This permit is good for _____ 20_____
Estimated cords _____ Fee \$ _____

Agent issuing _____
Date _____ 20_____

(Signature of person to whom permit is issued)

**RULES AND REGULATIONS FOR FIREWOOD CUTTING
ON COUNTY FOREST LANDS
EFFECTIVE MAY 15, 2005**

1. Only dead or downed wood may be cut.
2. The Jackson County Forester may immediately cancel or revoke this permit for any reason by giving oral and/or written notice to the permittee if rules are not followed.
3. Permittee will use the wood for own use and shall not sell the wood.
4. All chainsaws must be equipped with a factory installed or OEM spark arrestor.
5. Firewood cutting permits are not valid during extremely high fire danger. It is the responsibility of the permittee to check fire danger ratings with the DNR.
6. **No felling of dead trees is allowed between April 15 and July 1.** During this time period oak wilt fungal mats force the bark of infected trees to crack open. The fungal mats' odor attracts sap-feeding beetles that can carry the fungal spores on their bodies. These beetles, particularly the picnic beetle, are also attracted to freshly wounded oak trees to feed on the sap and can transfer spores to unaffected oak trees. Damaging oak trees during this period could result in new introductions of oak wilt.
7. Recommended practices for storing oak wilt infected firewood would be:
 - a. Debark oak wilt infected firewood before stacking, or
 - b. Completely cover ranks of oak wilt infected firewood with 4 mil plastic and seal around the edges by covering with soil, etc. Keep covered for 1 year after cutting.
8. Permittee indemnifies and holds Jackson County from any claims, damages or liability resulting from any action or inaction of the permittee, its employees or agents.

Name: _____

Address: _____

City/State: _____

This license/permit is issued for the improvement and use of a roadway across the county owned forestlands for access to privately owned property only. The County continues full ownership of the roadway, however, it shall not be liable for maintenance or upkeep of the roadway.

Location/Land Description:

-
1. The permit is non-transferable.
 2. The County reserves the right to use the roadway for its legitimate business purposes, including rights of public access along the roadway, and to assign rights of use as it sees fit. No restrictive signs, gates or barriers may be placed on County land by the permittee.
 3. The permit is valid for the existing road in its existing condition. Any construction or reconstruction, widening or improvements must be approved at least 30 days in advance by Forestry and Parks Committee. Permittee is responsible for all costs of construction and for any permits required to do the construction.
 4. The Permittee agrees to indemnify the County and to save the County harmless in regard to any and all liability that may arise as a result of the construction, maintenance, or use of said roadway.
 5. The width of the right of way across said County lands shall be limited to a width of two rods unless an exception is allowed by the committee and shall be installed in a location agreeable to and/or designated by the County.
 6. The County reserved the right to cancel this permit with cause. Cause can include, but is not limited to, such things as violation of permit terms, misuse of County lands, damage to County property, and noncompliance with County ordinances.
 7. Upon expiration or cancellation of this permit, the Permittee agrees to restore the roadway to a condition equal to or better than that at the time the permit was issued.

8. The Permittee is responsible for all permits that are required to connect the roadway to a town road, county or state highway.
9. Should the general intended use, for which this permit was granted, be changed or altered, this permit shall be automatically null and void.
10. All utilities above or below ground are prohibited with the exception of municipalities or other government bodies.
11. The permit fee is minimum of \$500.00, based on \$500.00 per acre.

IN WITNESS WHEREOF, I have here undersigned my hand and seal this ____ day of _____, 2006.

 Kyle Deno, Jackson County Clerk

STATE OF WISCONSIN)
 COUNTY OF JACKSON)

Personally came before me this _____ day of _____, 2006, the above named Kyle Deno, Jackson County Clerk, to me known to be the person who executed the foregoing instrument and acknowledge the same.

 Notary Public, Jackson County, WI
 My commission expires _____

12. the roadway to a town road, county or state highway.

APPENDIX 915.5

Application Fee: \$25.00

LAND TRANSACTION APPLICATION

JACKSON COUNTY FORESTRY AND PARKS DEPARTMENT

1. **Type of request (mark one)**

- Driveway License/Permit
(Minimum \$500.00 fee – based on \$500 per acre)
- Purchase of County Land
- Trade for County Land
- Request for special use permit or agreement

2. **Applicant Information**

Name: _____
Address: _____

Phone: _____

3. **Brief description of your proposal**

4. **Location (Legal description or map)**

915.6 CAMPING POLICY / PERMIT

NUMBER	COUNTY OF JACKSON		
SPECIAL CAMP REGISTRATION PERMIT			
This special camping permit has been issued to:			
NAME			
STREET OR ROUTE			
CITY, STATE, ZIP CODE			
VEHICLE MAKE		YEAR	
LICENSE #		STATE	
CHARGE \$5.00 PER UNIT/PER NIGHT Each unit requires a permit			
CAMP LOCATION			
<p>This permit valid only as indicated: (14 consecutive days) and must be displayed on the outside of your camp unit</p>			
Number in Party	<input type="text"/>		
Type of Camping Unit	<input type="text"/>		
Date - First night of camping	<input type="text"/>		
Date - Last night of camping	<input type="text"/>		
# of nights	<input type="text"/>	X \$5.00 =	\$ <input type="text"/>
Leave Blank Below This Line			
Signature of Issuing Agent			
Title		Date of issue	

INSTRUCTIONS

1. Fill out all fields on form
2. Make out check or money order for the correct amount on form
3. Send form and payment to:
Jackson County Forestry Dept.
W9790 Airport Road
Black River Falls, WI 54615
4. Jackson County will validate the permit and return it to you by mail
5. Please allow at least 10 days for mail in applications

FOREST CAMPING REGULATIONS

1. Unit is defined as any structure or vehicle used for overnight sleeping.
There is no charge for storage or cook tents
2. Camping will be allowed throughout the entire year. Campers are required to register prior to setting up camp. Failure to register prior to setting up camp may result in citation and fine
3. The maximum stay is 14 consecutive days. Any units which are left unattended for more than 24 hours will be considered abandoned and will be removed from the forest at the owners expense
4. Campfires are prohibited from the period of March 1 through June 1 due to potential for wildfire. All campfires must be surrounded by three feet of mineral soil and must be **COMPLETELY** extinguished whenever the site is unoccupied. All pits must be filled in before leaving the site.
5. No camping is allowed in the public road right-of-way and campsites must be within 200 feet of a department approved forest road or trail. Backpack sites and tent sites may be established more than 200 feet from a department approved forest road or trail
6. **ATV's are not allowed anywhere on the County Forest except on designated trails during the riding season.**
7. All garbage must be completely removed from your campsite upon leaving. REMEMBER: if you pack it in, you pack it out! Leave your campsite in as good or better condition than you found it.
8. Campers are allowed to gather only dead and downed fuel wood.
9. Tree stands must be completely removed from the forest at the close of hunting hours each day. Any hardware that damages vegetation is illegal (i.e screw in tree steps)

10. Do not trespass. Be sure you know where you are hunting and respect the rights of private property owners.
11. Please respect and adhere to these rules. Failure to do so may cause the closure of County Forest lands to all camping.
12. Please report violations to the Jackson County Sheriff's Department (715) 284-5357 or the Jackson County Forestry and Parks Department at (715) 284-8475

915.7 DISABILITY PERMIT

County of Jackson

Application/Permit to use

Forestry and Parks Dept.

Motorized Vehicle on County Land

NOTE: You must be in possession of a Class A or Class C State of Wisconsin Disability Permit before applying for this county permit. (For use during bow/gun deer season only)

Applicants Name: _____ **Drivers License No.** _____

Street Address: _____ **Home Phone No.** _____

City,State, ZipCode: _____ **Class A or C Permit No.** _____

Date of Birth _____ **Eyes** _____ **Hair** _____ **Weight** _____ **Height** _____ **Sex** ___M___F

Location of hunting area: Twn _____ **Range** _____ **Section** _____

Briefly describe your intended activities or desired uses of the property. (This should include specific areas with the property and times of year you wish to exercise this permit.

List all vehicles you wish to use under authorization of this permit. Include license number and description such as make and model.

License No.	Description
_____	_____
_____	_____
_____	_____

Applicant's Signature: _____ **Date Signed:** _____

Approved Date: _____ **Date Expired:** _____

Authorized Signature: _____
Forestry and Parks Department

THIS PERMIT MUST BE CARRIED BY APPLICANT AT ALL TIMES.

PERMIT VALID FOR ONE YEAR.

***Class B (temporary permits) may be approved on case by case basis

915.9.1 GENERAL TIMBER SALE GUIDELINES

1. Timber sale planning will be done at least once a year by the Forest Administrator and the Liaison in the following matter.
 - Review cutting schedules in compartment reconnaissance.
 - Consider spatial arrangement of potential sale areas.
 - Determine whether special management prescriptions may be needed.
 - Determine whether county or DNR will establish sales.
2. Selected tracts may be inspected by the Administrator and/or County forestry staff, along with the Liaison when possible. Deviations from historic or normal silvicultural guidelines will be discussed with the Liaison. Reasons for deviations may include:
 - Aesthetic considerations
 - Wildlife (including endangered species) considerations
 - Directives from the Forestry and Parks Committee concerning species managementCounty and Liaison will determine which prescription will be applied.
3. Questions about sale design or management prescriptions will be discussed jointly by the Administrator, the Liaison, and/or the person who set up the sales.

915.9.2 FIELD TIMBER SALE ESTABLISHMENT GUIDELINES

1. A “walk-through” of the tract is necessary to verify forest reconnaissance data. This should include verification of timber type, stand condition, stand age and site index.
2. If reconnaissance is incorrect and harvest should be deferred, recon data should be updated.
3. Cutting boundaries should be established using two paint marks on each line tree. Marks should be at least four feet above the ground, at least 12 inches high and at least two inches wide for good visibility. Marks on line trees should be vertical and “quartered” into the cutting area so that they are visible looking both at the line and along the line. Marks should be close enough together to see from one mark to the next along the line, and generally no more than half a chain apart. Plantations with obvious boundaries do not need painted boundaries. County will establish harvest boundaries along property lines.
4. Red lines will be used along all marsh boundaries. The line should be located to keep the harvest operation out of the really wet areas. This will normally provide a visual screen from the marsh side and will comply with BMP’s for water quality and wetland protection. BMP practices should also be considered along all streams and ditches.
5. “No-cut” islands should be considered for all oak or aspen sales greater than 20 acres in size. Aspen islands are acceptable to provide winter budding opportunities for grouse. Islands may also be considered for jack pine clearcuts. Islands should be at least half an acre in size and will normally be marked with red paint boundaries facing outward from the island. On larger sales (60 acres or larger), consider islands of larger size – up to 5 acres if appropriate. Use knobs, steep slopes and poor quality scrub oak as island opportunities.

6. Generally hollow trees greater than 12 inches in diameter and dead trees should be designated to be left uncut on the sale prospectus.
7. Eliminate steep slopes which cannot be negotiated by logging equipment from cutting areas with red paint lines. On the interior or a sale this can create an island.
8. Apply BMP principles to all sales using appropriate design and restrictions.
9. Minimize clearcuts along roads and adjacent to residences as much as possible. Use islands, selective cuts or other screens to minimize visual impact.
10. Along ATV, snowmobile, motorcycle, and other recreation trails, leave a minimum 66 foot wide strip on either side of the trail to discourage brush encroachment. Strip should be wider on the inside of curves to provide better visibility of oncoming traffic.
11. Access roadways may be built into sale tracts which do not have existing trail access. Roads should be one chain wide. Use BMP guidelines in laying out access routes.
12. Interior sale access and haul roads, and landing sites should be delineated on the sale map if possible.

915-9.3 SENSITIVE SPECIES MANAGEMENT GUIDELINES

JACK PINE:

1. Manage for maintenance of the jack pine type except as noted below. Remove merchantable scattered white pine logs and poles, and cut residual white pine down to 2 inches.
 - a. When associated with aspen, manage the stand to allow maximum aspen regeneration.
 - b. When associated with oak (almost always poor quality oak), plan to leave oak islands or scattered oaks for cavities, den and mast production.

If associated species densities change across the tract, the sale could be zoned with different cutting prescriptions.

ASPEN

1. Manage to maintain or expand aspen types. Logical inclusions of parts of oak stands are OK (i.e. expanding good quality aspen into a poor quality oak stand)
2. Remove merchantable and residual white pine when less than double prime density. Consult with County forestry staff if double prime or greater. Sale may be zoned.
3. Leave one or more islands as described under sale establishment rules (above). Marking scattered leave trees would normally not be appropriate in aspen stands, unless the leave trees are oaks. Any "leave" aspen should be in islands.

OAK

1. Clearcuts are appropriate when site index is 50 or less. Plan to leave oak islands on sales over 20 acres, with at least one island per forty acres. Hollow trees > 12 inches in diameter, and dead trees should be designated to be left uncut on the sale prospectus. On sales without islands, mark scattered wildlife trees.
2. For stands with site index >50, consider selective marking. If trees show relatively good form with shallow furrowed bark, the stand should be selectively marked with green paint on the leave trees.

Use the follow guidelines for marking:

Try to leave 50 to 70 feet of basal area in oak of good form and quality.

You may use lesser quality oak or maples as trainers.

If stand quality is patchy, you can mark the good pockets and allow the poor areas to be clear-cut.

Mark both sides of the leave trees, and also stump mark.

Always look for opportunities to do selective marking.

920 FACILITIES AND REPORTS

920.1 RECREATIONAL INVENTORY *

- Campgrounds
 - East Arbutus – 153 Campsites
 - West Arbutus – 45 Campsites

- Wazee Lake – 12 Campsites
 - Crawford Hills – 26 Campsites
 - Merlin Lambert Park – 24 Campsites
- Hiking Trails
 - Wazee Lake- 8.5 Miles
- Bicycle Trails
 - Wazee Lake- 2.5 Miles
- Snowmobile Trails- 278 Miles
- ATV Trails
 - Jackson County- 65.5 Miles
 - Black River State Forest- 40 Miles
- Picnic Facilities
 - Wazee Lake- 2 Picnic Areas/ 1 Shelter
 - East Arbutus- 1 Picnic Area/ 1 Shelter
 - West Arbutus- 1 Picnic Area/ 1 Shelter
 - Crawford Hills- 1 Picnic Area/ 1 Shelter
- Swimming Beaches
 - Wazee Lake- 1 Beach Area
 - West Arbutus- 2 Beach Areas
 - East Arbutus- 1 Beach Area
- Boat Landings
 - West Arbutus- 1 Boat Launch
 - East Arbutus- 1 Boat Launch
 - Wazee- 1 Boat Launch
 - Merlin Lambert 1 Boat Launch

920.2 STATEMENT OF COUNTY FOREST LOAN *

925 MISCELLANEOUS MAPS AND BROCHURES

925.1 COUNTY SNOWMOBILE MAP

925.2 COUNTY FOREST ROAD MAPS

BELL MOUND COUNTY FOREST ROAD MAP

KNUTES COUNTY FOREST ROAD MAP

925.3 COUNTY ATV MAP

925.4 COUNTY SPORTSMANS MAP