

COUNTY FOREST COMPREHENSIVE LAND USE PLAN  
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**CHAPTER 500**  
**LAND MANAGEMENT AND USE**

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## **500 LAND USE**

### **500.1 OBJECTIVES**

1. To identify policies and procedures employed to effectively manage, utilize and sustain the resources of the County Forest.
2. To identify regulated management activities, land uses and special resource areas.
3. To layout proper permits needed for certain activities on the County Forest

## **505 TIMBER SALES**

Regulated cutting of timber is essential to the goals and objectives of this plan. Timber harvesting will be conducted to achieve a sustainable harvest level. Harvest areas will be distributed in the forest to accommodate such needs as biodiversity, wildlife, aesthetics, watershed protection and other biological needs. WisFIRS will be used for planning all timber harvests activities on the County Forest. All sales will be established, administered and reported in accordance with the DNR Timber Sale Handbook (2461). All sales on the forest are to be advertised for public bidding, with the exception of small sales with an estimated value of \$3000 or less or sales that would qualify under a salvage provision (s. 28.11(6)(c), Wis. Stats.). These sales may be sold direct without advertising.

### **505.1 FIELD PREPARATION OF TIMBER SALES**

The County and the DNR will cooperate to locate, designate and prepare harvest areas for sale. The Forest Administrator and DNR Liaison forester shall jointly be responsible to see that the field work on sales is accomplished. Administrator and Liaison will also jointly be responsible for ensuring that all proper documentation for each timber sale is properly filled out and routed for signatures.

### **505.2 ADVERTISING FOR BIDS**

After field work is completed and necessary reports receive DNR approval, the administrator shall prepare a sale prospectus and make it available to interested loggers. Under s.28.11(6)(b) Wis. Stats, timber sale advertisements, at a minimum, will be by

classified ad in a newspaper having general circulation in the county. Ads shall be run once each week for two consecutive weeks, the last being at least one week prior to the bid opening. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in early spring and fall, or as needed.

### 505.3 PROSPECTUS

The following minimum information will be made available to prospective bidders:

1. Species to be harvested and estimated volume
2. Maps of sale areas
3. Special contract provisions
4. Procedures for bidding
5. Bid forms
6. Timber sales bond and advance stumpage schedule

### 505.4 METHOD OF BIDDING

Bids will be reviewed, and approved, by the Committee. A sealed envelope showing tract number or advertised number and marked "sealed bid" shall be submitted on County Forest bid forms by the bidder for each tract bid on, and shall contain:

1. The bid price per unit of species product. The total value of the timber sale bid shall be indicated on both scaled and lump sum bids. The total bid value must meet or exceed the minimum acceptable bid value, as documented in the 2460.
2. A minimum of 10% of the bid value of each tract or \$500 (whichever is greater) must accompany the bid as a bid bond, payable to Jackson County.
3. The bidder may use one bid bond to cover multiple bids as long as the bond covers all the bids submitted.

### 505.5 AWARDING SALES

1. The high bidder is normally awarded the sale contract; however, the committee reserves the right to reject any or all bids and accept the bid offer most

advantageous to the county. Grounds for rejecting bids may include without limit:

- A. Non-compliance with County Forest contract requirements.
  - B. Delinquent financial obligations.
  - C. Unsatisfactory past performances.
  - D. Inability to demonstrate financial or professional capability. Evaluation criteria on timber sales will be price and documented ability to satisfactorily complete the contract. Factors to be assessed may include proposed equipment and operation, references, proof of financial stability, past performance and documented training completed. The award of contract to the successful bidder shall be based upon the bid determined most advantageous to the County.
2. Tie bids may be settled by toss of a coin if both parties are agreeable; otherwise the bids on that tract will be rejected and the sale re-advertised.
  3. Sales remaining unsold after being advertised for one bid opening may be sold direct at not less than the advertised value even though their estimated appraised value exceeds \$3,000. (See DNR [Timber Sale Handbook](#)).

#### 505.6 SALE CONTRACTS

1. Contracts will be prepared with copies provided to the logger with the original filed in the administrator's office.
2. Contracts are to be signed by the successful bidder within 30 days of the sale or before cutting begins, whichever occurs first, with payment being made according to the County Timber Sale Bond and Advance Stumpage Payment Schedule. Failure to sign the contract within 30 days may result in forfeiture of the bid bond.

#### 505.7 TIMBER SALE PERFORMANCE BOND

1. Surety bonds or an irrevocable letter of credit issued by a bank which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation may be used in lieu of cash as a performance bond on sales. The letter of credit or surety bond must be in effect for a period of time equal to the term of the contract, plus six (6) months more to allow for possible extension(s) and for

closeout of the contract after cutting is completed.

2. The bid bond may be transferred to the performance bond. A bid bond may be replaced by a letter of credit for the performance bond at the request of the purchaser.

## 505.8 CONTRACT PROVISIONS

All timber sale contracts will be on the form approved by the committee and all provisions therein shall apply. A copy of the timber sale map and perspective will be attached and become a part of the contract. The following items are essential contract provisions that should be covered in each contract.

### 505.8.1 Contract Number and Contract Name

Every contract shall have a unique numerical number and depending on county policies/procedures shall have a unique name.

### 505.8.2 Contract Parties

Contracts must have Name, Address, and other contact information of the Purchaser.

### 505.8.3 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 an additional 10% increase in stumpage over the selling price (for a total increase of 15% 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.
- D. If the purchaser is cutting or skidding on a Timber Sale Contract that is set to expire the Forestry and Parks Committee may choose not to impose a penalty if Purchaser agrees to finish the Contract before leaving the sale area.
- E. If the purchaser agrees to pay the Contract in full the Forestry and Parks Committee may choose not to impose a penalty until there is a zero balance or for one additional year.
- F. If purchasers do not wish to have contracts renewed or extended and do not finish the sale prior to expiration, double stumpage may be charged for any uncut timber left on the sale area.
- G. The contractor may request a contract release due to severe physical or financial disability. The committee shall determine whether a release shall be granted and may withhold all or a portion of the bond deposit for damages.

#### 505.8.4 Termination of Contract by Seller

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 deemed necessary by the Seller. Upon such notice, the purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller.

#### 505.8.5 Performance Bond, Damages, Future Contracts

Field enforcement of timber sale contracts will be the responsibility of the Administrator employing the following procedure:

- (a) The Administrator, or designee, will attempt to resolve inadvertent or

minor violations by verbal contact with the contractor.

- (b) The Administrator, or designee, has the authority to assess a fine for violations of timber sale contracts where issuance of a citation for county ordinance or state law violations is not appropriate or is not possible. Fines assessed by the Administrator shall not be less than \$100 nor more than \$500. If a fine in excess of \$500 is appropriate, the matter shall be brought to the Committee for consideration. A purchaser has the right to appeal any fine to the Committee.
- (c) The Administrator, or designee, may immediately suspend all activity on a timber sale when it appears that a breach of contract, timber theft, or an emergency situation arises.
- (d) The suspension will be followed by written notice to the purchaser, stating the nature of the violation and informing them of Committee action taken or pending.
- (e) The Committee, in consultation with legal counsel, may consider, but is not limited to the following remedies:
  - (1) Charge double stumpage
  - (2) Charge for actual damages
  - (3) Suspend contract
  - (4) Retain all deposits
  - (5) Foreclose on cut forest products on sale
  - (6) Refer to District Attorney for prosecution
  - (7) Seek civil damages in addition to the performance bond.
- (f) Suspension of operation will remain in effect until receipt of written notice from the County.
- (g) Failure of the purchaser to comply with the Committee decision may result in the purchaser becoming a non-qualifying and ineligible bidder in the future. At the Committee's discretion, the purchaser may be banned from future purchase of County timber sales for a period of up to a maximum of ten years. All deposits may be retained and forest products on sale areas may be seized and sold by the county.



#### 505.8.6 Title to Timber

Title to timber cut under this contract shall remain with the Seller until payment is received by the Seller or written authorization is given by seller.

#### 505.8.7 Payment Schedule and Methods of Accountability

Wood harvested from the sale area must be accounted for and payment made in accordance with existing policy and procedure. One or more of the following may be used on an individual sale:

- (1) The ticket system utilizes serialized three-part tickets that must be 50% paid for in advance, based on the approximate stumpage value of the wood to be hauled. The balance of each ticket will be due within 15 days of issuance of invoice. One ticket must accompany each load of wood to the mill. Mill scale will be accepted for volume determination.
- (2) All saw logs produced by the purchaser shall be scaled by County personnel, unless hauling is authorized under a haul ticket system. Pulpwood may also be scaled on the landing. Payment for wood products scaled is normally due within 15 days of billing.
- (3) A purchaser will be allowed two late payment violation per year without penalty. If a purchaser has more than two violations in a 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.
- (4) Lump sum sales may be utilized when practical. Under this sale system the accepted or negotiated bid is based on pre-sale volume estimate. No scale of cut products is involved. No refunds are made for volume adjustment claims. Per unit stumpage rates by species must be itemized, both in the bid and the sale contract. Under this sale system the purchaser may not haul from two types of sales on the County Forest (i.e. from the lump sum sale and from another sale on the woods scale or ticket system) at the same time without specific permission. Total payment may be divided into a maximum of four payments. The sale must then be divided

into cutting units. Payment for a cutting unit must be received in full before any cutting begins in that unit. Order of cutting units will be specified in the contract or may be negotiated with the Administrator. Normally, one cutting unit must be completed before another is begun.

#### 505.8.8 Utilization Specifications

All designated trees containing one or more 100 inch sticks or 8 foot 6 inch logs, 50% or more merchantable, to the minimum top diameter are considered merchantable.

Cordwood: Minimum top Diameter Inside Bark (DIB) will be 4 inches for all tree species.

Sawlogs: Minimum top (DIB) will be 9 inches for softwoods and 11 inches for all hardwoods.

Whole Tree: No minimum top diameter. Includes all bark and limbs.

Fuel Rods: Minimum top diameter will be 2 inches Diameter Outside Bark (DOB) for all species.

#### 505.8.9 Training Requirement

To promote maximum benefit to the environment, the health and welfare of our logging contractors, and to adhere to requirements of forest certification standards, effective 1/1/2006 Jackson County will require training of its logging contractors. Successful Purchasers of Jackson County stumpage will need to ensure that the actual logging contractor complies with the Wisconsin Sustainable Forestry Initiative® (SFI®) Training Standard as adopted by the Wisconsin SFI® Implementation Committee. Criteria for the standard can be found at the website [www.fistausa.org/sfi\\_standards](http://www.fistausa.org/sfi_standards) or by contacting the Forest Industry Safety & Training Alliance (FISTA). Documentation confirming completion of the training standard will be required prior to starting sale.

#### 505.8.10 BMPs, Roads, Landings...

The BMPs that are pertinent to the timber sale will be list on the sale perspective.

The Purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in “*Wisconsin’s Forestry Best Management Practices for Water Quality*” published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser’s certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required.

The Purchaser shall comply with all recommended Forestry BMPs for Invasive Species as described in “*Wisconsin’s Forestry Best Management Practices for Invasive Species*” published by the Wisconsin Department of natural Resources, publication Pub-FR-444-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at:

<http://council.wisconsinforestry.org/invasives/forestry>

The Purchaser shall comply with all General Guidelines as described in “*Wisconsin’s Forestland Woody Biomass Harvesting Guidelines*” published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://council.wisconsinforestry.org/biomass/>

#### 505.8.11 Soil Disturbance and Rutting

Soil disturbances are excessive if:

- Roads, landings, skid trails and general harvest areas have a gully or rut 6 inches deep or more and is resulting in channelized flow to a wetland, stream or lake.
- Roads, landings and primary skid trails in a riparian management zone (RMZ) or wetland, have a gully or rut 6 inches deep or more and 100 feet

long or more and in an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more

- Secondary skid trails and general harvest area has a gully or rut that is 6 inches deep or more and 100 feet long or more.

#### 505.8.12 Liability and Workers Compensation Insurance

All contracts should require proof of Liability and Workers Compensation Insurance. The proof of Liability and Workers Compensation Insurance shall be kept in the sale folder and must cover the entire operation period of the contract.

#### 505.8.13 Scaling and Conversion Factors

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.

The Seller may inspect trucks hauling forest products from the premises and check sale at any time.

The Scribner Decimal C log rule shall be used for scaling logs.

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.

Other conversion factors shall be those listed in the DNR Timber Sale Handbook (Manual Code 2461).

All sawlogs shall be separated from pulpwood when piled. Sawlogs shall be defined as a cut forest product meeting the minimum specifications for "Sawlog-Board Feet" in Chapter NR 46.02(22), Wisconsin Administrative Rules.

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.

12.5% will be added to the scale for sap-peeled wood.

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. Log decks shall be no higher than six (6) feet. All small ends shall be on one side of the log deck-

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, unless hauling is authorized under a haul ticket system.

#### 505.8.14 Forest Certification

The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%

-and

Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100%

#### 505.8.15 Other Contract Conditions

### **OPERATIONAL SPECIFICATIONS**

1. **Cutting Requirements - Hardwood Thinnings and Shelterwoods Cuts.** All designated hardwood thinning and shelterwood cuts areas have the following cutting requirements and operational restrictions:
  - a. Harvest all trees in accordance with the specifications listed on the attached tract description page and map. Care must be taken to avoid damaging residual trees.
  - b. For oak thinnings, no cutting, skidding or road building between April 1 and July 15.
  - c. Tree and pole length skidding will be considered on a case by case basis.
  
2. **Cutting Requirements – Conifer Thinnings.** All designated conifer thinnings have the following cutting requirements and operational restrictions:
  - a. All trees marked with orange paint or designated for harvest whether merchantable or not must be cut. Care must be taken to avoid damaging residual trees.
  - b. Tree and pole length skidding will be considered on a case-by-case basis.
  - c. All cut conifer products must be removed from the sale area within three weeks of felling during the period of April 1<sup>st</sup> through September 30<sup>th</sup>.
  - d. Pine stumps will be treated following the Heterobasidion Root Disease guidelines.
  
3. **Cutting Requirements - Regeneration Cuts.** All designated regeneration cuts have the following cutting requirements and operational restrictions:
  - a. Harvest all merchantable trees within the designated sale area. Avoid damage to and no cutting of designated reserve trees, individually marked trees, or islands. Skidding through leave islands is only allowed with prior approval of the Seller.
  - b. To ensure and protect aspen regeneration, all trees designated for harvest must be removed with the aspen.

- c. Retain 3 snag (wildlife) trees per acre if available and where they do not present a hazard to the loggers.
  - d. Unless 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.
4. Maximum stump height shall not exceed stump diameter, except that for stumps with diameters greater than 10 inches, stump height shall not exceed 10 inches.
5. Ownership of tops shall remain with the Seller and may not be utilized by the Purchaser, unless otherwise specified in this contract.
6. Volume to be cut is estimated, not guaranteed. Timber marked or designated for cutting shall be cut whether it is more or less than the volume listed.
7. 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. All marked boundary trees are to be left uncut unless specified otherwise.
8. 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.
9. The Purchaser agrees not to commit any act of waste or nuisance upon the premises.

#### SLASH AND DEBRIS DISPOSAL

1. 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.
2. 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.
3. The Purchaser shall remove all solid waste, trash and debris generated by the Purchaser.

## **LIABILITY**

4. 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**

1. 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 working under this contract regardless of exemptions in Chapter 102 Wis. Stats. 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.
2. 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 Purchaser's employees or agents.
3. 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, sexual orientation or national origin as defined in S. 51.05(5), Wis. Stats. 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

4. 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.

In a catastrophic event (fire, disease, insect, wind throw etc.) the Seller retains the right to alter the timber sale for the purpose of protecting the forest health or salvaging damaged trees.

## CONTRACTING PARTIES

1. In this contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, representatives, successors, heirs, members and servants. Purchaser 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.
2. If the Purchaser ceases to exist, in fact or by law, the Seller may immediately terminate this contract.

### 505.8.16 Attachments to Contract

Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including:

1. Timber sale map and prospectus
2. Payment Schedule and Condition of Payment

### 505.9 TIMBER SALE RESTRICTIONS

1. To minimize resource damage, the types of logging equipment, methods, and times of operation used on sale areas may be restricted by the county.
2. Special restrictions may be required in accordance with county aesthetic policy, if applicable.
3. Seasonal restrictions may be applied to protect roads, minimize recreation use conflicts, benefit wildlife management, avoid endangered resources concerns,



minimize insect and disease problems, or to assist in fire protection.

#### 505.10 TIMBER SALE ROADS

1. Location, construction, and use of logging roads, landings and campsites are 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 restore all roads used in the harvest operation to pre-harvest conditions or better, prior to release by the Seller of Purchaser's performance bond.
2. Contractor may be required to close logging road(s) with earthen berm(s).
3. 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.
4. It is the Purchaser's responsibility to contact township or highway commissioner regarding any permits or restrictions.
5. 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.
6. 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.
7. Use of recreational trails for timber access will be considered on a case by case basis. Conditions and time of year use of recreational trails shall be approved by the Seller. When recreational trails are open to the public the following conditions will apply:
  - a. The trails must be maintained in a safe condition.
  - b. Damages above "normal wear" will be repaired at Purchasers' expense.
  - c. When snowmobile trails are open a minimum of 3" of snow must be left on the trail.

#### 505.11 SUPERVISING SALES

Sale inspections will be performed periodically by county and / or DNR Forestry personnel, as requested, with corresponding notations in the sales record.

## 505.12 SPECIAL FOREST PRODUCT PERMITS

1. A written permit for taking fuelwood for personal use must be purchased for a specific area designated on the permit.
2. A written permit for cutting boughs for personal use will be issued for a specific area designated in the permit. Bough payment rate will be set by the Forestry and Parks Committee.
3. Written permits may be issued for special forest products for community or personal use, with fees established by the Forestry and Parks Committee.  
Stumpage of fuelwood, Christmas trees, boughs, posts and poles and other special forest products for resale will be handled as a regular timber sale.

## 510 TIMBER THEFT

All cases of alleged timber theft on the county forest shall be investigated and resolved promptly. An allegation of theft by cutting and /or removing timber from the county forest does not alleviate the county from payment under s. 28.11 (9) Wis. Stats. The county will collect damages pursuant to s. 26.05 Wis. Stats. and may also pursue criminal charges under s. 943.20 Wis. Stats. and /or seek civil damages.

### 510.1 TIMBER THEFT INVESTIGATION

The following procedure should be used in all cases of alleged timber theft:

1. Determination of Theft
  - A. Gathering facts - The county, through its sheriff's department and along with assistance of the DNR liaison, rangers and wardens, will ascertain the facts pertinent to the alleged theft, including determination of the damages to the county. Legal counsel representing the county should be involved in all aspects of investigation. Property involved in the alleged theft may be seized pursuant to s. 26.064 Wis. Stats. for use as evidence.
  - B. Boundary determination - If property boundaries are involved, the county shall conduct a legal survey of the boundary in question.

(c) Legal counsel – During the investigation, the county legal counsel should be consulted for assistance in resolving the matter. If deemed necessary by the Committee, the district attorney shall be asked to prosecute for violation of s. 26.05, Wis. Stats., (timber theft law), and legal action for damages commenced. Otherwise, with advice of legal counsel, the county may seek to reach a mutually agreed damage payment with the party alleged to have cut or cut and removed the timber without consent of the county.

#### 510.2 TIMBER THEFT – ACTIONS WITH CONTRACTOR INVOLVED

A contractor involved in a timber theft investigation may have one or more timber contracts with the county. The following policy will be implemented in these cases and will be reflected in timber contract language to facilitate the policy.

##### (a) Actions During Investigation

Any contractor under investigation for timber theft, or has been issued a citation for timber theft, shall be suspended from operation on the sale area for the contract under investigation, and may, at the discretion of the Committee, be suspended from operating on all timber contracts with Jackson County. The Committee may also suspend the contractor from bidding on or from purchasing any further timber tracts until the matter of timber theft is resolved. The Forest Administrator has the authority to impose a suspension of a contract for the above stated reasons until the next meeting of the Committee. The Committee shall then consider the allegations and review the evidence, and shall take action, either to uphold or to reverse the suspension.

##### (b) Actions Following Resolution of Timber Theft Charges

###### (1) Charges upheld (Guilty)

In addition to actions allowed in the timber sale contract, any individual convicted of timber theft from County Lands, or pleading to charges of timber theft may, by Committee action, be barred from purchasing timber tracts from Jackson County, or from operating on County Forest

lands as a timber contractor, sub-contractor or employee thereof, for a period of time ranging from one to ten years.

(2) Charges dismissed (Not Guilty)

If, after investigation of a timber theft allegation, it is determined that no violation has occurred, or, if the individual accused of timber theft is found not guilty, then all suspensions imposed during the investigation shall be lifted. Also, the contract(s) shall be extended appropriately to compensate for the period of time during which the contractor was not allowed to operate on the sale area(s). The application of stumpage increases shall also consider the time period of the suspension(s).

## **515 ENCROACHMENTS**

The county will actively investigate all suspected cases of encroachments on the County Forest. To insure the integrity and continuity of the County Forest land, all cases will be dealt with promptly and in a consistent manner. The following procedures will be used in all cases of suspected encroachments:

1. The county will establish property boundaries; if necessary, a legal survey will be conducted.
2. The county will gather all facts.
3. The Committee, in consultation with the forest administrator, county legal counsel, and the DNR, will make a decision as to the disposition of the case.
  - A. All above ground encroachments that are movable will be removed from county property.
  - B. Permanent type facilities, such as homes, garages, and septic systems shall be addressed individually and may commonly be removed or handled by a land use agreement in rare situations. For example, when the encroachment will be removed within a short and defined time period (e.g. septic system needs replacing, dilapidated structure needs to be rebuilt and relocated). Sale or transfer of the encroachment should remain an option depending on the

circumstances involved and the viability of an adverse possession claim (s. 893.29 Wis. Stats.).

- C. Provisions in the land use agreement, if that option is pursued, may include granting the encroacher permission to encroach on the County Forest lands with the following stipulations: no other encroachments will be allowed; the permit is non-transferable; the county must be notified once encroachment is terminated; county continues full ownership and control of property; permittee agrees to waive any rights to any future declaration of ownership or interest in the encroached county property; county reserves the right to cancel the permit and the permit is to be filed in the office of the County Forestry Department and all fees related to the land use permit shall be paid by the permittee.
- D. Any disturbance of vegetation and soils as a result of the encroachment must be repaired and restored to original condition and to satisfaction of the County.
- E. The cost of all removals, repair and restoration shall be the responsibility of the party which caused the encroachment.

## **520 SPECIAL USES**

1. Recognizing the vast potential for a variety of special uses of the County Forest by governmental units, businesses, organizations or individuals, the committee may designate specified areas for special uses. Specific management methods are to be considered on these areas. Uses must be consistent with the intent and purposes of the County Forest Law.
2. All requests for specialized uses of any County Forest lands will require a permit authorized by the Committee.

## 520.1 SAND AND GRAVEL

Sand and gravel pits located on the County Forest may be used only by units of government or contractors performing public works. Use of existing pits and the opening of new pits by other than the County Forestry Department will require Committee approval and be authorized by permit only. The condition of such permits may include, but are not be limited to:

1. Requiring the pit and its access road to be screened from view of any public highway, where possible
2. Severing trees from the stump
3. Disposition of brush and dirt spoil by leveling or hauling away
4. Sloping to prevent steep banks
5. Filing with the forestry office an annual written report of gravel and sand removed

Other conditions may be set at the discretion of the Committee or County Forest Administrator. The Committee may set fees for materials removed. Other non-metalliferous materials will be dealt with on an individual basis.

All active, nonmetallic sites greater than one acre in size, including those on the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation Program, Chapter NR 135, Wis. Adm. Code. The County Forestry Department shall work with the local permit coordinator (often county or local zoning office) in obtaining the necessary permits for nonmetallic mining operations.

Sand and gravel may, under some circumstances, be leased to private contractors for private use. In these situations, the land must be withdrawn from the County Forest Law until sand/gravel removal and reclamation of the site is completed. Upon completion of reclamation to the satisfaction of the county and the state, the lands shall be reapplied for entry under the County Forest Law.

Wazee Park currently has a contract to remove over burden from the mine located NESE &SESE T21N, R3W, Section 22, Town of Brockway once that material has been removed or if the contract is not renewed no new areas will be opened inside the park

boundaries.

## 520.2 EXPLORATION, PROSPECTING, AND MINING

1. The committee may investigate all mineral exploration, prospecting and mining requests as they are received. After investigating and considering a proposal, a public meeting shall be conducted prior to taking Committee action. If the Committee chooses to pursue the proposal the affected Township(s) shall be consulted. Following the public meeting and Township(s) consultation, the Committee shall make a recommendation to the County Board for further action. The Committee's recommendation shall consider socioeconomic and environmental implications of the proposal. Along with potential revenues, the Committee shall consider its public land ownership commitment and the County Forest mission and objectives. Short- and long-term perspectives of the proposal must be considered to protect the public interest.
2. The DNR shall be notified of all requests as they become known in accordance with s. 28.11(3)(i) and (j) and with DNR Manual Code 2712.1 or other codes which may be subsequently adopted.

The [Public Lands Handbook](#) should be referenced for more detailed procedure.

## 520.3 SANITARY LANDFILLS

The use of County Forest lands for sanitary landfills will not be allowed unless the lands involved are withdrawn from the County Forest Law.

## 520.4 MILITARY MANEUVERS

Military maneuvers on County Forest lands will be considered under a lease or written land use agreement. Upon receipt of a written request from the military the Committee, other necessary County staff, Military, and DNR representatives will discuss the issue at a public Committee meeting. After the needs have been outlined, the site shall be field checked, DNR input and consistency with the County Forest Law sought, and town officials advised. Depending on the scope of the project, a public hearing may be appropriate. If all aspects and concerns are addressed and agreed to, a legal instrument will be drafted. The matter will then be brought back to a Committee meeting for final

input and approval. The [Public Forest Lands Handbook](#) will be used for further direction in this matter.

#### 520.5 PUBLIC UTILITIES.

Easements for public utilities may be considered by the Committee. Underground installations will be encouraged. Examples of public utilities are power lines and pipelines that serve large numbers of people over long distances. Power, telephone, and cable lines to single or small numbers of grouped permanent or non-permanent dwellings are considered private utility service lines and not public utilities. The following main provisions shall be included in any County Board resolution granting permission for construction of any utility transmission line:

1. Utility may be billed for merchantable forest products and existing timber reproduction.
2. Utility may be billed for land removed from production due to right-of-way clearing for losses of future income and multiple use benefits.
3. Land removed for utility operations that is no longer suited “primarily for timber production or, that is no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes” (s. 28.11(4)(c) Wis. Stats) may need to be withdrawn from county forest law designation. The utility shall replace any lands requiring withdrawal from county forest with other lands suitable for county forest entry that are in the forest blocking of the County Forest.
4. Utility companies will be encouraged to use existing corridors and underground lines to minimize disturbance to the county forest and native plants and animals.
5. Merchantable timber will be removed in a manner approved by the Committee. Timber cut must be reported to the DNR on form 2460-1.
6. Utility must provide notice of proposed route, including a map of not less than 1 inch /mile scale, 90 days in advance of proposed construction.
7. Special maintenance, controlled access and signage concerns shall be addressed in any proposal.
8. An appropriate fee shall be charged for easements.



9. New roads and road maintenance will require Committee approval.

## 520.6 ACCESS TO PRIVATE LAND

The Department has determined that granting a private easement across county forest lands is not consistent with the County Forest Law program. This determination is based on an Attorney General opinion (*OAG-08-10*). Easement grants to individuals are generally determined to be an exclusive right on a publicly owned asset. Counties are generally restricted from granting easements on county forest lands unless the easement helps to achieve the purposes of the County Forest Law program.

### 520.6.1 Temporary Access

Requests for temporary access across County Forest Lands will be reviewed for any potential conflicts with management activities or public access. If impacts are minimal, access for short term needs will be permitted through the use of access agreements or letters of authorization. Temporary access is generally for activities such as access to maintain utilities (rail, powerline, etc.) or for logging access on private lands. The recipient of temporary access is required to restore the roadway to at least its prior condition and to expand coverage of any performance deposits or liability insurance to cover the use of the County road.

### 520.6.2 Access Agreements

Requests for access to private lands may be made by private parties to build or improve access roads through the County Forest. Access agreements will be considered on a case-by-case basis and with the understanding that the County is not legally obligated to provide access to private lands.

A minimum fee of \$500 plus a \$25 application fee for the first 1320 feet and an additional \$500 for every 1320 feet of county land crossed will be assessed by the Committee for access permits. The Committee may elect to waive these fees in cases of agreement renewals or in cases of existing roads or driveways.

Access across County Forest lands must be demonstrated by the applicant as the route of last resort, including evidence of an offer of fair compensation for access across other private lands. The following stipulations will be included in access agreements:

1. Permits are made by and between the County and the property owner. The permits are not transferrable and subsequent property owners must secure their own agreement.
2. Permits are not to exceed 15 years.
3. Gates, signs, or other articles of the permittee are not permitted on County lands
4. A prospective new property owner may receive a driveway permit in advance of completing a property purchase. Advance permits will not become effective until the new property purchase is recorded in the Register of Deeds office. The County will retain the right to revoke a driveway permit with cause. "Cause" can include, but is not limited to, violation of permit terms, misuse of County land, damage to County property and noncompliance with County ordinances.

#### 520.6.3 Prescriptive Easements

Historical access points and driveways may meet the legal requirements of prescriptive use. A prescriptive use easement does not generally trigger a need to withdraw lands from the County Forest program unless the public is excluded from motorized travel on the subject road. Any potential claims of prescriptive easement across County Forest lands must be reviewed by legal counsel in order to determine legal validity and possible legal defense or standing.

#### 520.6.4 Other Types of Access

Complex issues of private access needs may arise in the future. Any proposals to grant an easement across County Forest must help achieve the purposes of the County Forest Law and meet a standard of better and higher public use. Easements to private parties will

require withdrawal from County Forest Law and are to be discussed with the Department prior to initiating any proposals.

#### 520.7 PRIVATE UTILITY SERVICE LINES

If a landowner cannot gain utility access across other lands, the committee may consider a land use agreement for access across County Forest. Requests will be considered on a case by case basis. These agreements should consider the inclusions mentioned below:

1. The permit is non-transferrable
2. The County retains full ownership of the utility corridor, however it shall not be liable for maintenance, upkeep, or other damages associated with the utility service.
3. The permittee waives any rights to any declaration of ownership or interest in the utility corridor on County land for administrative costs as a result of this Land Use Agreement – Utility permit. This agreement is granted upon the signature and any fees being received by Jackson County.

#### 520.8 COMMUNICATION TOWERS

The siting of communication towers on the Jackson County Forest will be considered by the Committee on a limited basis. Requests will be considered on a case by case basis subject to the following conditions:

1. It must be demonstrated that the site is the most practical location for such a tower.
2. Land selected for such a tower is no longer suitable for continued entry in the County Forest program. According to section 28.11(4), Wis. Stats, any accompanying lands needed for tower support wires that inhibit the practice of forestry and are no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes may also need to be withdrawn from County Forest Law. Withdrawal is subject to approval by both County Board and DNR.
3. A request to withdraw lands from County Forest Law by a private

communication company shall follow withdrawal protocol.

4. An appropriate fee shall be determined by the Committee for the land use agreement.
5. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8).

#### 520.9 OTHER

Other types of special uses of the county forest may be considered by the committee. Regulations governing these uses will be developed on an individual basis. *These may include, but are not limited to: research, independent study and scientific areas.*

#### 520.10 WATER USE AND REMOVALS

Water located on or under the County Forest may be used by government units in emergency firefighting situations and contractors performing public works. The removal by private individuals will require Committee approval and will be authorized by a permit. The County will consult with appropriate DNR personnel regarding water use and removals.

#### 520.11 COMMERCIAL MOSSING

There are approximately 20,000 acres of non-forest spruce/tamarack bog wetlands in the Jackson County Forest. Approximately 2000 acres of these wetlands are managed as commercial marshes for the removal of Sphagnum moss. Another 2000 acres are flooded under permits to cranberry growers as water impoundments for their commercial operations. Jackson County Forest annually sets up three to five commercial moss sales averaging ten to fifteen acres in size. The sales are sold on a lump sum based on the amount of moss that will be harvested. The mossing revenue is a small portion of the budget, but is unique and historical industry to Jackson County. Moss has a limited market and is very labor intensive to produce. After an area is harvested it will take seven to ten years to regenerate before it can be harvested again. Burning the marsh lifts the moss making it easier to harvest and kills woody vegetation along with other undesirable plants that creep in from the edges. Harvesting these marshes keep them an open landscape that otherwise would convert to brush and small trees.

**525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS**

Native American treaties are not known to exist on the Jackson County Forest.