

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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**CHAPTER 1000**

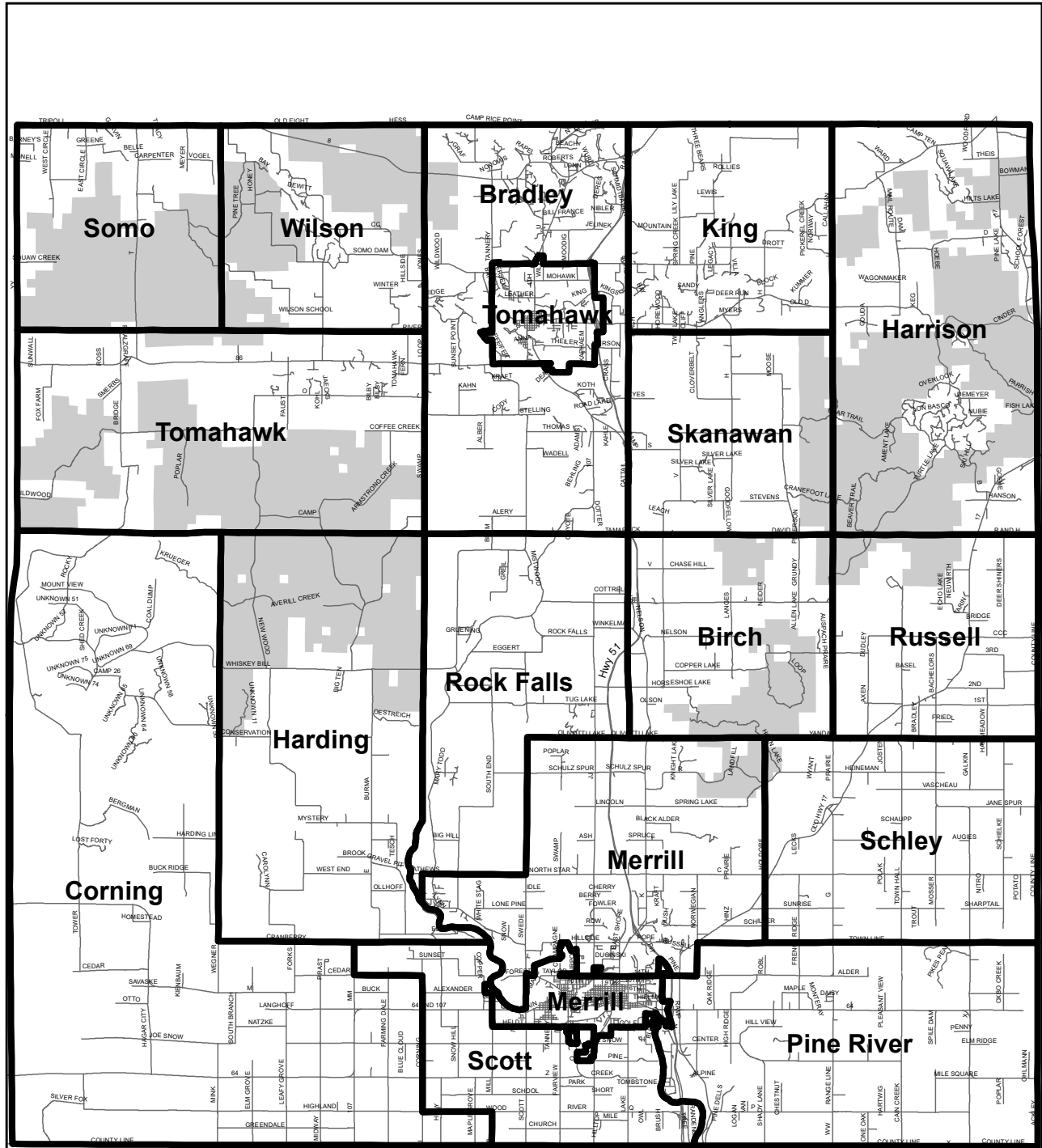
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**1000 RESOURCE MAPS AND TABLES**

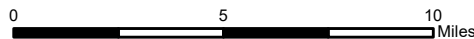
# 1000.1 Lincoln County Forest Location



LR 9/30/19

## Legend

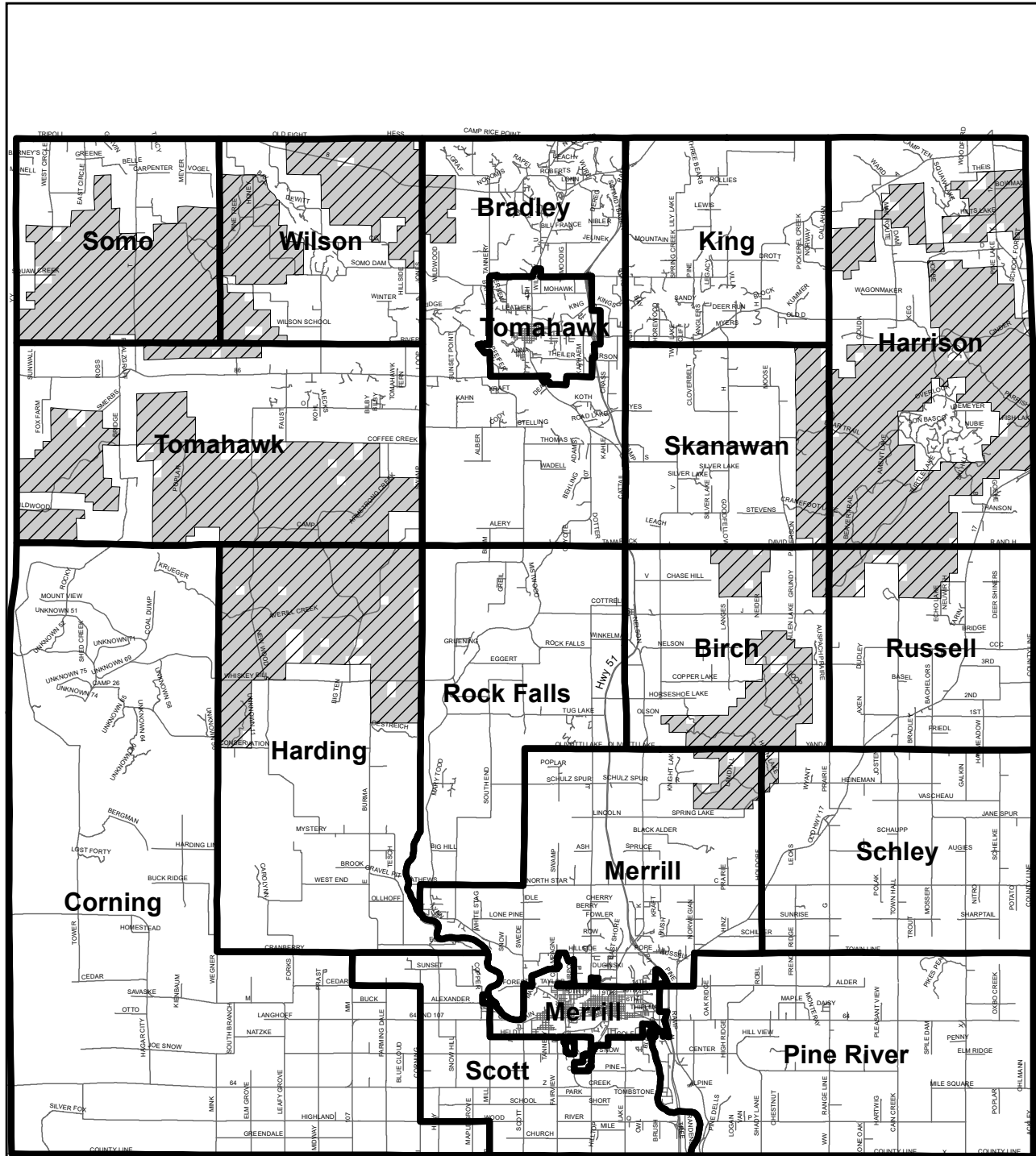
- Lincoln County Forest
- Municipal Boundary
- Roads



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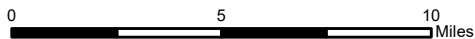
# 1000.2 Lincoln County Forest Acquisition Boundary



LR 9/30/19

## Legend

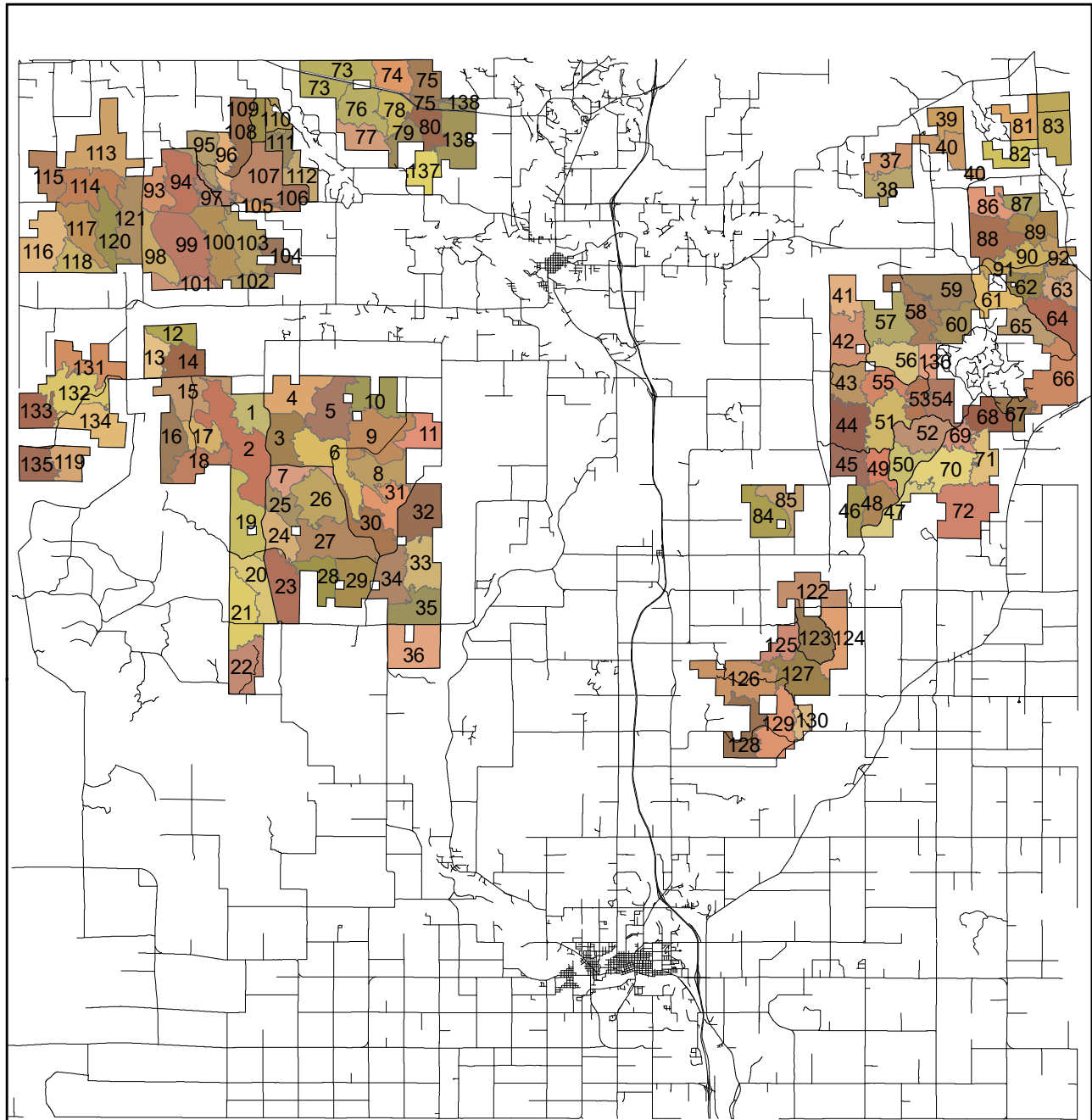
-  Lincoln County Forest
-  Acquisition Boundary
-  Municipal Boundary
-  Roads



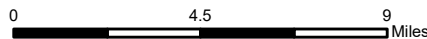
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# 1000.3 LINCOLN COUNTY Forest Compartment Map



NB 10/02/2019



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# 1000.4 General Soils Map

## SOIL LEGEND \*

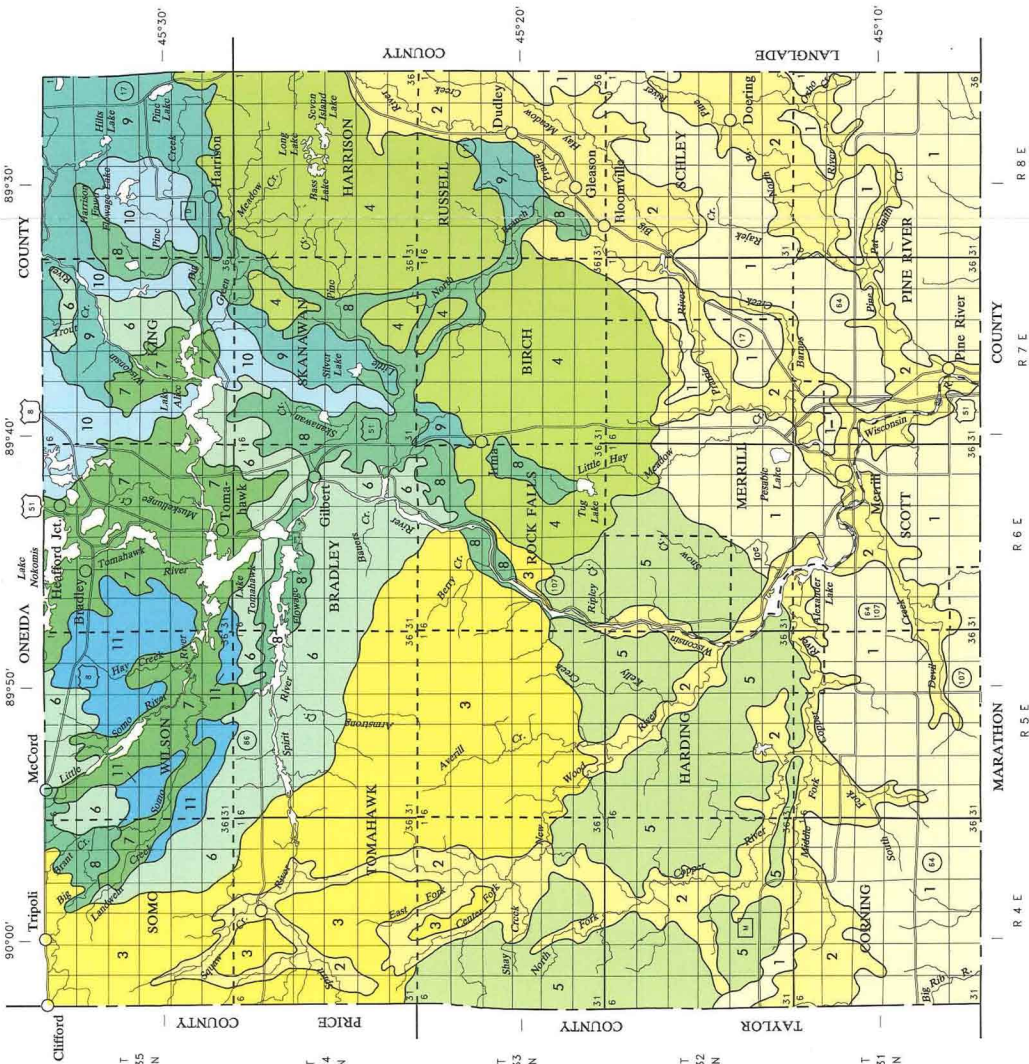
- 1 MAGNOR-FREON-CAPITOLA ASSOCIATION
- 2 OSSMER-MINOCOQUA-SCONSIN ASSOCIATION
- 3 MAGNOR-LUPTON-CAPITOLA ASSOCIATION
- 4 SARONA-KEWEENAW-GOODMAN ASSOCIATION
- 5 NEWOOD-MAGNOR-FREON ASSOCIATION
- 6 SARWET-MOODIG-LUPTON ASSOCIATION
- 7 VILAS-CROSWELL-MARKEY ASSOCIATION
- 8 LUPTON-PADWET-MINOCOQUA ASSOCIATION
- 9 PENCE-PADUS-ANTIGO ASSOCIATION
- 10 VILAS-SAYNER-KEWEENAW ASSOCIATION
- 11 CROSWOOD-LUPTON-AUGWOOD ASSOCIATION

\*The units on this legend are described in the text under the heading "General Soil Map Units."

Compiled 1993

### SECTIONALIZED TOWNSHIP

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
RESEARCH DIVISION OF THE COLLEGE  
OF AGRICULTURAL AND LIFE SCIENCES  
UNIVERSITY OF WISCONSIN

## GENERAL SOIL MAP LINCOLN COUNTY, WISCONSIN



Each area outlined on this map consists of more than one kind of soil. The map is thus a generalization of soil conditions. It is not intended for decisions on the use of specific tracts.

## **1005 LAWS AND ORDINANCES**

### **1005.1 COUNTY FOREST LAW (s. 28.11, Wis. Stats) \***

#### **28.11 ADMINISTRATION OF COUNTY FORESTS**

28.11(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.

28.11(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.

28.11(3) POWERS OF COUNTY BOARD. The county board of any such county may:

28.11(3)(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.

28.11(3)(b) Establish regulations for the use of the county forests by the public and to provide penalties for their enforcement.

28.11(3)(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.

28.11(3)(d) Enter into cooperative agreements with the department for protection of county forests from fire.

28.11(3)(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.



28.11(3)(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.

28.11(3)(g) Establish forest plantations and engage in silviculture, forest management and timber sales.

28.11(3)(h) Engage in other projects designed to achieve optimum development of the forest.

28.11(3)(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.

28.11(3)(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.

28.11(3)(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. No timber sale contract is required for wood removed under this paragraph.

#### 28.11(4) ENTRY OF COUNTY FOREST LANDS

28.11(4)(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.

28.11(4)(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.

28.11(4)(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".

28.11(4)(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.

28.11(4)(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.

28.11(4)(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.

#### 28.11(5) (5) MANAGEMENT.

28.11(5)(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 plan period, and upon expiration of each subsequent 15-year plan 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.

28.11(5)(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.

28.11(5m) COUNTY FOREST ADMINISTRATION GRANTS.

28.11(5m)(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:

28.11(5m)(a)1. Up to 50 percent of the forester's salary.

28.11(5m)(a)2. Up to 50 percent of the forester's fringe benefits, except that the fringe benefits may not exceed 40 percent of the forester's salary.

28.11(5m)(am) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund up to 50 percent of the costs of a county's annual dues to a nonprofit organization that provides leadership and counsel to that county's forest administrator and that functions as an organizational liaison to the department. The total amount that the department may award in grants under this paragraph in any fiscal year may not exceed \$50,000.

28.11(5m)(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.

28.11(5m)(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).

28.11(5r) Sustainable forestry grants.

28.11(5r)(a) In this subsection, "sustainable forestry" has the meaning given in s. 28.04 (1) (e).

28.11(5r)(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.

28.11(5r)(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).

#### 28.11(6) TIMBER SALES AND CULTURAL CUTTINGS.

28.11(6)(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. 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.

#### 28.11(6)(b) PROCEDURES.

28.11(6)(b)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.

28.11(6)(b)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.

28.11(6)(b)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.

28.11(6)(b)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.

28.11(6)(c) Exception. Paragraph (b) 1. does not apply to any sale of timber that has been damaged by fire, snow, hail, ice, insects, disease, or wind. Timber damaged in that manner that is located in a county forest may be sold by the county forestry committee for that county on such terms and in such manner as the committee determines is in the best interest of the county.

28.11(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.

#### 28.11(8) STATE CONTRIBUTION.

28.11(8)(a) (a) Acreage 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 acreage 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.

#### 28.11(8)(b) FORESTRY FUND ACCOUNT.

28.11(8)(b)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 acreage 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.

28.11(8)(b)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).

28.11(8)(b)3. All payments made under this paragraph shall be known as the "forestry fund account".

28.11(9) COUNTY FOREST SEVERANCE SHARE.

28.11(9)(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 percent 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 percent of the severance tax schedule in effect under s. 77.06 (2).

28.11(9)(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:

28.11(9)(ag)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.

28.11(9)(ag)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.

28.11(9)(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).

28.11(9)(ar)1. 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.

28.11(9)(ar)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).

28.11(9)(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.

28.11(9)(c) No severance share payment is required for wood removed from county forest lands for energy conservation projects established under sub. (3) (k).

28.11(9)(d) Of the gross receipts from all timber sales on the county forests 10 percent 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.

## 28.11(11) WITHDRAWALS.

28.11(11)(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.

28.11(11)(a)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.

28.11(11)(a)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.

28.11(11)(a)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.

28.11(11)(a)5. 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.

28.11(11)(a)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.

28.11(11)(a)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.

28.11(11)(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.

28.11(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).

28.11(13) REVIEW. All orders of the department made under this section may be reviewed under ss. 227.52 to 227.58.

28.11 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; 2003 a. 242; 2005 a. 48; 2007 a. 20.

28.11 Cross-reference: See also ch. NR 48 and ss. NR 1.24, 47.60 to 47.75, and 302.03, Wis. adm. code.

A county forest withdrawal appeal review committee under sub. (11) (a) is not a 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.

Conservation easements and restrictive covenants are permissible in county forests as long as they are consistent with and do not interfere with the purposes of county forests and the management plans properly developed for them under the county forest law. OAG 08-10.

## 1005.2 COUNTY ORDINANCES

### 1005.2.1 County Forest and Trails Ordinance

The Lincoln County Forest and Trails Ordinance is available at the following link:

[https://library.municode.com/wi/lincoln\\_county/codes/code\\_of\\_ordinances?nodeId=CO\\_CH16COFORETR](https://library.municode.com/wi/lincoln_county/codes/code_of_ordinances?nodeId=CO_CH16COFORETR)

### 1005.2.2 County Park and Recreation Ordinance

The Lincoln County Parks and Recreation Ordinance is available at the following link:

[https://library.municode.com/wi/lincoln\\_county/codes/code\\_of\\_ordinances?nodeId=CO\\_CH19PARERERE2005-09-456](https://library.municode.com/wi/lincoln_county/codes/code_of_ordinances?nodeId=CO_CH19PARERERE2005-09-456)

### 1005.2.3 Shoreland Zoning Ordinance

Lincoln County Shoreland Zoning Ordinance is available at the following link:

[https://library.municode.com/wi/lincoln\\_county/codes/code\\_of\\_ordinances?nodeId=CO\\_CH21SHZOCR432-2003](https://library.municode.com/wi/lincoln_county/codes/code_of_ordinances?nodeId=CO_CH21SHZOCR432-2003)

**1010 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS**

**1010.1 TIMBER SALE CONTRACT**

**Lincoln County Forestry, Land & Parks Department**

**Lincoln County Service Center**

**801 N. Sales Street, Suite 106**

**Merrill, WI 54452**

**Phone (715) 539-1034**

**Fax (715) 539-8091**

Contract No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Security: \_\_\_\_\_  
(Bond or ILOC, Expiration and Amount)

**TIMBER SALE CONTRACT**

This Contract is made by and between the Forestry, Land and Parks Committee of the Lincoln County Board of Supervisors, Lincoln County, Wisconsin hereinafter called the "Seller", and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the "Purchaser". For purposes of implementing this Contract, the "County Representative" shall be the Forestry, Land and Parks Department Administrator or his/her designee.

The Seller hereby authorizes the Purchaser to cut and remove all wood products designated by the Seller on the land described on the Contract map(s) or diagrams (including specifications) attached hereto and made a part thereof.

The Seller and the Purchaser mutually agree that this Contract is subject to the following conditions:

**1. CONTRACT PERIODS, EXTENSIONS, VIOLATIONS AND TERMINATIONS**

- a. **COMMENCEMENT.** Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under this Contract. The Contract will be considered void (or terminated) if the Purchaser does not provide all requested documentation within 30 days of awarding the Contract and the Seller may retain all securities deposited.
- b. All work under this Contract shall be completed to the satisfaction of the Seller between the signing of the Contract by both Parties and expiration date as listed above, for time is of the essence. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract, however, limited extensions deemed necessary may be granted at the sole discretion of the Seller. All stumpage rates will increase five percent (5%) for first extension and all stumpage rates will increase an additional ten percent (10%) for second extension. The Contract period including extensions may not exceed four (4) years, unless extenuating circumstances exist. If the circumstances are deemed reasonable, additional extensions may be granted for one-year periods with stumpage rates for extension to be set by Seller. Stumpage will be invoiced at the rate in effect at the time wood is scaled. (See Contract map for special conditions and rates).
- c. The Seller may terminate or temporarily suspend this Contract for a breach of any Contract provision or any reason deemed necessary by the Seller by giving the Purchaser, or other persons operating in sale area, verbal or written notice thereof. In the case of a verbal notice, a written notice will follow within three (3) working days. Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property.

No waiver of any default by Purchaser hereunder shall be implied from any omission by Seller to take action on account of such default or breach if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and extent therein stated. One or more waivers of any term or condition of this Contract shall not be construed as a waiver of a subsequent breach of the same term or condition.

Revised 11/20

- d. Should the Purchaser enter into more than one timber sale contract, all of the timber sale contracts entered into by and between the Purchaser and Seller shall be considered as one general contract consisting of subunits relating to different sites. A notice of non-compliance with respect to any one site shall constitute notice as to all sites, and the Purchaser shall forthwith cease operations at all sites until Purchaser receives written authorization to resume activity in accordance with the procedures set forth herein. Upon failure of the Purchaser to live up to this Contract, all security deposited may be retained at Seller's discretion.

## 2. **INTENT TO BID**

All Bidders must file a declaration of intent to bid, unless previously filed, on forms provided by the Seller. These forms will be due before the date of the bid openings.

## 3. **PERFORMANCE BOND AND PAYMENT SCHEDULE**

- a. At the time of bidding, the Purchaser must deposit cash, cashier's check, personal check, or money order in the amount of at least 25% of the bid for this Contract. Cash deposits or acceptable checks may be replaced with an acceptable irrevocable letter of credit as a performance bond. In such cases, the irrevocable letter of credit must be received within 15 days of bid opening. A separate irrevocable letter of credit is required for each contract awarded. If the Seller determines there is a breach of any condition, then, at the discretion of the Seller, all of the deposit or any portion thereof shall be forfeited to the Seller as liquidated damages. Before returning any portion of the deposit to the Purchaser, the Seller shall have sixty (60) days from the time it receives notice of completion to inspect the premises to determine if the contract has been performed as required under this Contract. The Seller can also exercise its right to seek actual damages exceeding the amount of the Contract deposit.
- b. If timber or other forest products not specifically described in this Contract or not designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft, or criminal damage to property in addition to its Contract remedies for breach.
- c. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver or breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
- d. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- e. The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:
  - (1) The Purchaser's bid value of timber not cut and/or removed under this Contract.
  - (2) Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization under or in violation of this Contract.
  - (3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
  - (4) All costs of resale of timber not cut and removed as required under this Contract.

The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.

- f. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder

and be refused the opportunity to bid upon or obtain future timber sales of the Seller.

- g. **PAYMENT INSTRUCTIONS:** All stumpage payments will be cash, personal check, cashier's check or money order. Accurate mill scale slips and trucker copies of lockbox tickets must be provided to the Seller no later than five (5) business days following mill delivery. On receipt of the mill scale slip, the Seller will invoice the scale, and payment must be received from Purchaser within thirty (30) days of date of invoice. Each payment should be identified by Contract number(s) and invoice number(s). Payment not received 30 days after invoice date will be considered overdue. Payments not received within 30 days of date of invoice will be assessed a finance charge of 1% per month on all late scale or invoices. Deferred payment wood requires advance agreement between the Seller and the Purchaser. Payments of forest product removed in the deferred payment manner are to be paid within ten (10) days after mill payment is received by the Purchaser. (Refer to Clause 12).
- h. **REMOVAL WITHOUT PAYMENT.** Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for timber theft, theft, criminal damage to property, and/or a violation of administrative rule or ordinance.
- i. The Purchaser agrees to pay for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached to and made a part of this Contract. Payment shall be in a form acceptable to the Seller.
- j. The volume of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee regarding the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.
- k. **Lump Sum Sales:** Refer to separate Addendum.

#### **4. TITLE TO PRODUCTS AND STUMPAGE**

Title to timber cut under this Contract shall remain in the Seller until payment as required in this Contract is received by the Seller or written authorization to cut or remove the timber or forest products has been given by the Seller. The Seller shall bear the risk of loss or damage to the timber until payment to the Seller for the timber or authorization to cut or remove the timber has been granted by the Seller, or damage is caused by the Purchaser or the Purchaser's agents or employees. Forest products remaining on the sale area at the expiration of the Contract or upon breach, revert to the ownership of the Seller without any refund of monies paid, unless the Purchaser has received prior written approval from the Seller.

#### **5. AUTHORIZATION TO RELEASE INFORMATION**

Purchaser authorizes any individual, business, or mill receiving forest products from this Contract to release information to the Seller regarding amount, date received, and other relevant information.

#### **6. UTILIZATION**

- a. **PULPWOOD PRODUCTS:** All designated trees shall be utilized to one stick (100 inches long) to a four (4) inch small end diameter inside bark (dib), unless otherwise specified. Wood utilized beyond these specifications will be charged at bid rate for all species. If different pulpwood products or species are mixed, the higher stumpage rate will apply unless alternate arrangements are agreed upon by the Seller and the Purchaser.
- b. **SAWLOG PRODUCTS:** Designated softwood species shall be utilized to an eight (8) inch small end diameter inside bark, and hardwood species shall be utilized down to a ten (10) inch small end diameter inside bark, unless otherwise specified. Product that does not meet sawlog specifications will be utilized as pulpwood. (Refer to Clause 11. e-h)
- c. **BIOMASS PRODUCTS:** Biomass is woody material that is utilized that does not meet pulpwood or sawlog specifications and does not include the forest litter layer, stumps or roots. This product will be charged at a specified rate/ton.

- d. All forest products not paid for at specified stumpage rate are the property of the Seller. This includes, but is not limited to, tops smaller than the utilization specifications for pulpwood products.
- e. All merchantable forest products bulldozed or removed during authorized road, landing or skidway construction must be utilized and paid for at the specified rate. If the species removed during this authorized activity is not listed in the payment schedule attached to and made part of this contract, payment rates will be determined by using the average stumpage rate for that species from the most recent timber sale on the Lincoln County Forest.
- f. Maximum stump height in areas clear-cut and scheduled for replanting shall not exceed six (6) inches. Maximum stump height for all other harvests shall not exceed twelve (12) inches.
- g. All and only the trees designated for cutting on the sale area shall be cut whether it is more or less than the volume listed herein. Any forest product wasted in tops and/or stumps, undesignated trees cut or damaged through negligence, intent, or marked or designated trees left uncut, shall be paid for at a rate no less than the stumpage rate specified or at a rate to be determined by the Seller.
- h. The Purchaser shall be particularly careful not to damage the residual timber stands, including advanced regeneration. Young growth bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the Seller and harvested if merchantable.
- i. The Purchaser agrees to complete all operations on each portion of the sale area or each compartment in a progressive manner, as designated in the cutting requirements.
- j. The Purchaser agrees to remove cut wood product from the sale area in a timely manner which is agreeable to the Seller. Any costs to the Seller because of the Purchaser's noncompliance resulting in the need for entomological, disease, or fire prevention treatment will be charged to the Purchaser at Seller's discretion. The Seller shall give the Purchaser a one (1) day notice before any treatment is to begin.
- k. If harvesting biomass, or harvesting timber to a 2" top or if whole tree skidding or whole tree harvesting operations are used, one out of every 10 trees of average size or larger must be topped at the standard 4" top diameter where they are felled and the tops (or the equivalent amount of woody material) must remain evenly scattered throughout the stand unless otherwise specified.

## 7. OPERATIONAL SPECIFICATIONS

- a. **INSPECTION:** The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.
- b. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.
- c. In clear-cut areas, all designated trees must be cut concurrently with aspen, unless alternate arrangements are agreed to by the Seller and the Purchaser. In clear-cut areas, all hardwood saplings one (1) inch and over, except oak, butternut, cherry and additional species listed as no cut on the Contract map, must be cut concurrently with the stand or within 30 days thereafter. A penalty of \$50 per acre will be assessed for violation of this provision. Any variations from this standard will be stated on the Contract map.
- d. The Seller must approve skidding method and equipment.
- e. The Seller reserves the rights to establish cutting compartments and designate the sequence in which they will be cut.
- f. Best Management Practices (BMPs) requirements and other Guidelines:
  - (1) 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. Contract maps will show restricted equipment or riparian management zones if they apply.

- (2) 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. The publication can be found on the Council on Forestry website at: <http://council.wisconsinforestry.org/invasives/forestry>
  - (3) 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. The publication can be found on the Council on Forestry website at: <http://council.wisconsinforestry.org/biomass/>
- g. All logging operations may be suspended temporarily, at the discretion of the Seller, for various reasons such as fire prevention, disease prevention, soil protection, residual stand protection, or site use priority. When feasible, dates of prohibited operation will be shown on the Contract map.
- h. For silvicultural management purposes, various tree species may be designated for advanced protection. Special conditions will be on the Contract map. The Purchaser agrees to strictly adhere to this no cut provision.
- i. HRD (Heterobasidion root disease) Prevention and Treatment
- (1) The Purchaser shall be required to implement the following prevention methods for HRD (Heterobasidion disease) on red, white or jack pine, white spruce or fir sites where management of pine, white spruce or fir is the objective. These sites will be identified on the timber sale map.
  - (2) The Purchaser shall enter this harvest with equipment clean of soil or debris from the previous harvest. In addition, if previous job(s) included entering stands with confirmation of HRD, make sure to clean logging equipment (tires, tracks, cutting head, etc) with pressurized water prior to entering this harvest.
  - (3) If HRD does not exist within the timber sale stand(s), then the following conditions will apply:

The harvest period will be limited to December 15 to March 1 if the average daily temperatures for the 2 weeks prior are below 32°F and remain so for the duration of the cutting period.

OR

If the Purchaser conducts harvesting outside the above periods, the Purchaser shall conduct HRD control work. The Purchaser shall apply an approved fungicide for HRD control to all fresh cut stumps and horizontal wound surfaces of all conifers as follows:

- a. This Contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this Contract. Pesticide Applicators must be certified/licensed by DATCP for this treatment and shall comply with all applicable federal and state laws and regulations concerning the application of pesticides. In the event Applicator becomes noncompliant with such laws and regulations at any time during its performance under this contract they shall immediately cease work under this contract and notify the Lincoln County Forestry Department.
- b. The Applicator shall treat all conifer stumps in areas requiring treatment by the end of each cutting day (within 24 hours of the tree being cut). For a perforated bar method of application, the maximum allowed gap between strips of fungicide/dye will be ¼ inch. All other types of fungicide application must have a total stump coverage of at least 90%.
- c. All conifer stumps in treated areas shall be clear of logging slash to allow for the application and inspection of the approved fungicide.
- d. Applicator shall apply fungicides according to product label directions.
- e. If 'Cellu-Treat' is used, the applicator must add a marker dye to the solution to monitor application coverage.
- f. The Purchaser must use extra care during harvesting to minimize damage to residual trees.
- g. The Purchaser will provide the necessary fungicide and dye to carry out this contract requirement.

- h. All leaks and spills of any chemicals are the responsibility of the Applicator and shall be cleaned up and disposed of in accordance with all federal, state, and local laws and regulations.
- i. Applicator shall immediately provide the Lincoln County Forestry Department with notice of any leak or spill of chemicals.
- j. Applicator shall ensure performance of all applications to be safe, competent, and environmentally sound. Applicator shall use and maintain work procedures that will safeguard the public, Lincoln County Forestry Department personnel, and Applicator's own personnel and which comply with all relevant federal and state laws.
- k. If HRD is discovered in the harvest unit prior to the completion of this sale, a harvest protocol of infected area(s) as outlined below shall be established and all harvest equipment must be cleaned of soil prior to leaving this harvest.

(4) If HRD has been confirmed in the stand being harvested:

In addition to the above requirements, the following Operational Requirements shall apply:

- a. The Purchaser will start the thinning/harvesting in the healthy stands or healthy parts of an infected stand, and move to infected areas only after healthy stands or parts of stands have been completed.
- b. Do not cut any dead trees. Leave dead trees infected with HRD standing to minimize future spore production.
- c. Leave the bottom eight feet of trees that are showing dieback and/or yellowing of the foliage (fader trees) on site to minimize the movement of fruit bodies to uninfected areas of the state.
- d. The Purchaser will clean logging equipment (tires, cutting head, etc.) with pressurized water prior to entering a new uninfected stand.

**8. NOTICE OF INTENT TO CUT**

The Purchaser shall inform the Seller at least three (3) working days prior to the starting of logging operations or if operations are to be suspended for more than thirty (30) days.

**9. SLASH AND DEBRIS DISPOSAL**

- a. The Purchaser agrees to comply with State Slash Law (§26.12(b) Wis. Stats.), and with requests regarding forest fire prevention and suppression made by the Seller.
- b. All slash must be removed from grass openings, roads, recreational trails, private lands and below the high watermark of any lake, stream or other water body. (Refer to Contract map).
- c. The Purchaser shall remove, to the satisfaction of the Seller, all waste, trash and debris generated by the Purchaser. Non-compliance will be considered a littering violation.
- d. The Purchaser also agrees to follow all Best Management Practices for Water Quality regarding petroleum spills; that all waste oil, hydraulic oil, antifreeze, fuel or any petroleum products will be disposed of properly and that no petroleum products will be dumped or disposed of on site. Any cleanup costs and liability will be the responsibility of the Purchaser.

**10. ROADS, CAMPS, SURVEY CORNERS**

- a. Location, construction, and use of logging roads, landings, yarding areas, mill sites, and campsites are subject to advance approval by the Seller. All such areas or facilities used or constructed by the Purchaser must be constructed, maintained and restored prior to termination of the Contract in a manner satisfactory to the Seller. When possible, Contract map will identify timber sale road expectations that will be required prior to sale closure.
- b. No residence, dwelling, permanent structure or improvement shall be established or constructed on the premises. Buildings or equipment not removed from the Seller's property within thirty (30) days after completion cancellation of this Contract shall become property of the Seller and may be removed at the Purchaser's expense.
- c. No skidding onto or decking on any town, county, state or federal roadway right-of-way is permitted unless agreed upon by the Purchaser, municipality involved and the Seller. Said parties must also agree upon access routes to and



from such roads. Any damage whatsoever from operation of equipment or decking of wood on or near such roads shall be the liability of the Purchaser.

- d. The Purchaser agrees to pay for the cost of repair or replacement of any bearing trees, survey monuments or accessories that are removed or destroyed or made inaccessible due to Purchaser's activities.

## **11. SCALING AND CONVERSION FACTORS**

- a. All wood hauled under the lockbox system will be mill scaled unless other arrangements are made or required by Seller. The Purchaser must notify the Seller at least two (2) working days in advance if woods scale of forest products is required. Piles must be level and square with at least three (3) cords per pile. Under this system, absolutely no forest products may be removed from the sale area unless they have been scaled and painted by a representative of the Seller. Removal of forest products shall be under either the lockbox ticket method or woods scale method, not both, unless agreed upon by the Seller and the Purchaser.
- b. When two or more species or products having different stumpage rates are mixed, the higher of the rates will apply unless alternate arrangements are agreed upon by the Seller and the Purchaser.
- c. All cordwood volumes are based on unpeeled measure. Unless otherwise specified, a cord is 4 feet X 4 feet X 100 inches. It is agreed that 12.5% will be added to sap peeled volume, 16% for ring-debarked volume and 25% will be added to other machine peeled volume to calculate equivalent unpeeled volume.
- d. All firewood must be woods scaled, unless other arrangements have been made. Wood must be decked properly for scaling.
- e. The Scribner Decimal C Log Rule along with the Official Lake States Grading Rules for Northern Hardwood and Softwood Logs and Tie Cuts shall be used for scaling logs. Variations to this specification will be at the discretion of the Seller.
  - (1) All sawlogs must be separated from pulpwood when decked.
  - (2) If sawlogs are woods scaled, the Purchaser will clearly mark the length of all sawlogs on the small end, or logs must be clearly separated by length, and all small ends must face the landing or road, and logs must be decked neatly.
  - (3) Log decks to be scaled will not exceed six (6) feet in height.
- f. Maximum trim allowance on sawlogs shall be eight (8) inches. Sawlogs overrunning this allowance shall be scaled to the next even foot of scaling measure.
- g. Conversion of 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.
- h. **WEIGHT CONVERSIONS:** Payment for forest products meeting the pulpwood definition will be billed for at the bid rate per ton based on the mill weight scale. For products that are required to be converted from cords to tons, or tons to cords, payment will be made at the bid rate based on those weight conversions set forth in the DNR handbook. A conversion of 2.4 tons per cord will be used as a standard for mixed hardwood pulp products.
- i. Wood may be pro-rated when market dictates or upon agreement between the Seller and the Purchaser. The Seller has an established policy for pro-rating of wood products.
- j. Whole tree chipping is allowed on eligible sales and upon agreement between the Seller and the Purchaser. The Seller has an established policy on stumpage calculations for whole tree chipping operations. Price per ton for whole tree chipping will be based on the weighted average of the bid price on tree volume with a 4" diameter and larger, with a 50% reduction of the bid price for volume less than 4" in diameter. The entire whole tree chipping policy is available for inspection.

## **12. LOCKBOX TICKET SYSTEM (LBT)**

- a. Tickets can be issued after the Contract is signed. Tickets may be issued for one week's hauling or to the value of 60% of the performance bond, unless other arrangements have been made. Tickets are issued for the contract specified on the lockbox ticket, and shall not be used for any other contract. No slips of paper or facsimiles will be allowed to take the place of a lockbox ticket. Double stumpage will be assessed for any wood hauled without a lockbox ticket.
- b. The Seller shall place a Lockbox on the sale area before any forest products may be moved.
- c. The Purchaser shall provide the Seller with a list of all destinations of forest products to be removed from the sale area. Changes in forest product destination shall be reported before hauling to the new destination.
- d. TRUCK DELIVERY: A list of all truckers that will be hauling forest product from the sale area shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate lockbox tickets. Each lockbox ticket has three (3) copies. At the time a load of forest product leaves the sale area, the appropriate portion of the lockbox ticket marked "box" shall be clearly and completely filled out and deposited **IN** the lockbox. When transporting forest products from the sale area, the truck driver shall have in his/her possession the "mill" and "trucker" portion of the lockbox ticket applicable to the load. The middle portion of the lockbox ticket marked "mill" shall be detached at the point where the forest product is scaled and attached to a duplicate copy of the scale slip. If the mill does not accept this portion of the ticket, it is the Purchaser's obligation to return it to the Seller with truck portion of lockbox ticket. The third copy of the lockbox ticket marked "trucker" must be returned with scale slip to the Seller at the end of each week.
- e. If the mill scale slip and attached lockbox ticket is not received at the Seller's office within the time frames listed as follows, the subsequent charges may apply: Five dollar (\$5.00) penalty per slip after 14 days of scale date; Ten dollar (\$10.00) penalty per slip after 21 days of scale date; Double stumpage per slip after 30 days of scale date.
- f. Failure to deposit tickets in the lockbox each time a load of cut forest product leaves the sale area shall be considered wood theft. Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for timber theft, theft, criminal damage to property, or a violation of administrative rule or ordinance.
- g. RAIL CAR SHIPMENT TO A MILL: The appropriate portion of the lockbox ticket shall be attached to the bill of lading for the car. At the mill, the lockbox ticket shall be attached to a copy of the scale slip, and then returned to the Seller within seven (7) calendar days. (Refer to Clause 12-d.)
- h. Lockbox tickets must be used for unscaled wood being hauled to a temporary wood yard location. The lockbox ticket must indicate the temporary wood yard name and location, and pile number. The trucker copy of the lockbox ticket must be mailed to the Seller's office at the end of each week. The mill copy of the lockbox ticket must accompany scale. (Refer to Clause 12-e.)
- i. Billing for wood products shipped under the lockbox ticket method will be upon the receiving of mill scale slips at the Seller's office.
- j. All unused lockbox tickets shall be returned to the Seller immediately upon completion or termination of the Contract. There may be a ten dollar (\$10.00) charge for each lost lockbox ticket.

### **13. INDEMNIFICATION**

The Purchaser assumes and agrees to protect, indemnify, and save harmless the Seller (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, 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 operations under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

### **14. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked,

time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 7.g. or for breach of this Contract. The Seller further agrees it will exercise no control over the selection and dismissal of the Purchaser's employees.

## **15. INSURANCE NOTIFICATION**

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as a (sole proprietor) independent contractor, as defined in §102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats.
- b. Other insurance requirements.
- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

## **16. LOGGER TRAINING REQUIREMENTS**

Training requirement (effective on sales sold after 1/1/2006)

The Purchaser is responsible for ensuring that one in-woods person actively engaged in performance of this Contract and responsible for the logging site complies with the Wisconsin SFI<sup>®</sup> (Sustainable Forestry Initiative<sup>®</sup>) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website [www.fistausa.org/SFI\\_Workshops.asp](http://www.fistausa.org/SFI_Workshops.asp) or by contacting the Forest Industry Safety & Training Alliance (FISTA). The Purchaser agrees to provide documentation to the Seller that training has been attained prior to initiating sale.

## **17. NONDISCRIMINATION**

In connection with performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in §51.01(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 forms of compensation; and selection for training, including 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 Seller setting forth the provisions of this nondiscrimination clause.

## **18. ASSIGNMENT**

The Purchaser is precluded from assigning payment and Contract oversight duties or other performance requirements of this Contract to another. The Purchaser's direction to or contracting with another to complete performance required under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach.

## **19. ENTIRE CONTRACT**

This Contract shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and no modifications of the Contract or waiver of its terms and conditions shall be effective unless made in writing and signed by the parties.

## **20. CONTRACTING PARTIES**

- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.

- b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.

**21. FOREST CERTIFICATION**

The area encompassed by this timber sale including logs or chips of all species is certified to the standards of the Sustainable Forestry Initiative® *NSF-SFI-FM-1Y943* SFI 100% and/or the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%.

**22. SOIL DISTURBANCE AND RUTTING**

The purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. Excessive soil disturbance (as defined in Thresholds for Soil Disturbances or as determined by Lincoln County Foresters) will not be permitted. If excessive soil disturbance (as defined in Thresholds for Soil Disturbance or as determined by Lincoln County Foresters) occurs in a timber stand or sale area due to poor judgment or poor practices on the part of the operator, the contract holder may be subject to a minimum penalty of \$150.00. Additional charges may be applied based on severity of rutting, amount of area affected by rutting, and/or if contact was made with the operator or contract holder by a Lincoln County or WDNR forester concerning potential rutting. The additional charges will be determined by the Lincoln County Forest Administrator. If a soil disturbance is excessive, the Purchaser will contact the Seller and together they will evaluate the disturbance and determine what actions, if any, are needed to repair or mitigate the effects of the soil disturbance. Ruts deeper than the minimum depth and /or shorter than the minimum length (as defined in Thresholds for Soil Disturbance) may also be considered excessive at the discretion of Lincoln County Foresters. Prior to sale completion the Purchaser shall restore soil disturbances to the Seller’s satisfaction.

**Thresholds for Soil Disturbances**

**Forest Infrastructure**

**Soil Disturbances are Excessive if:**

Roads, Landings, Skid Trails and General Harvest Area

A gully or rut is 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, a gully or rut is 6 inches deep or more and 100 feet long or more. 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

Gully or rut is 6 inches deep or more and 100 feet long or more.

NOTE: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the “top” of the lug). The length is measured from the start of the “too deep” section to the end of the “too deep” section.

**23. OTHER CONDITIONS**

- a. **DIGGERS HOTLINE.** The Purchaser is responsible to contact the diggers hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities
- b. **OSHA Compliance, Danger trees.** The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser’s employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

# INTENT TO BID

If you are bidding as an INDIVIDUAL complete the following:

By: \_\_\_\_\_ \*\* \_\_\_\_\_  
(Signature of Individual) (Typed Name of Individual)

Doing Business As: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_  
Cell Phone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_

**\*\*Signature above indicates SFI (Sustainable Forestry Initiative) Training Standard Certificate of Completion is on file with the Lincoln County Forestry, Land and Parks Department.**

**Check one box and sign below -**

Individual understands Wisconsin Statutes 102, Workers Compensation Act and agrees to provide the seller with Certificate of Insurance.

\_\_\_\_\_  
Worker's Compensation Policy#

\_\_\_\_\_  
Insurance Agent

Individual, owner/operator and sole proprietor electing exemption from coverage pursuant to WIS. STAT 102.75 shall provide the Lincoln County Forestry Department a statement verifying exemption on a form provided by the Lincoln County Forestry Department and sign below.

\_\_\_\_\_  
(Signature of Individual)

A similar form is required if contractor status is a PARTNERSHIP, a CORPORATION, or TWO OR MORE INDIVIDUALS.

**1010.2 TIMBER SALE EXTENSION/RENEWAL POLICY**

**Forestry, Land & Parks Department  
Lincoln County Service Center  
801 N. Sales Street, Suite 106  
Merrill, WI 54452**

**Phone (715) 539-1034**

**Fax (715) 539-8091**

DATE: \_\_\_\_\_

RE: Contract No. \_\_\_\_\_

Renewal to: \_\_\_\_\_

Dear Contractor:

Enclosed find the following forms (indicated by **X**) to be returned to the Lincoln County Forestry, Land and Parks Department within **ten (10) days**:

\_\_\_\_\_ Application for renewal (complete, sign)

\_\_\_\_\_ Two copies of the Extension to Timber Sale Contract including an updated map. **(PLEASE SIGN, HAVE SIGNATURE WITNESSED AND RETURN BOTH COPIES OF EXTENSION!!!)** A completed copy will be returned to you.

\_\_\_\_\_ Intent to Bid update required (complete, sign and date OR make any necessary changes)

Lincoln County requires timber sale contractors to comply with the State of Wisconsin Worker's Compensation Law.

If the above information is not received in a timely manner, you will jeopardize your continuation of this contract.

It is Lincoln County's policy that contracts not be renewed beyond four (4) years. If this contract exceeds four years, special arrangements must be made if the contract is to be renewed. Below, find rate schedule for contract renewals.

First Renewal	(3rd contract year)	5% rate increase
Second Renewal	(4th contract year)	10% rate increase
Third Renewal	(5th contract year)	15% rate increase

If you have any questions, please do not hesitate to call our office.

Sincerely,

Name  
Account Tech.

Enc.

**1010.2 TIMBER SALE EXTENSION/RENEWAL POLICY**

**APPLICATION FOR RENEWAL**

CONTRACT NO. \_\_\_\_\_ DATE \_\_\_\_\_

What are your intentions in completing this contract?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any scale slips or payments due Lincoln County? \_\_\_\_\_

If so, when can we expect this? \_\_\_\_\_

Estimated volume cut and not hauled \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor

**PLEASE COMPLETE AND RETURN**

**1010.2 TIMBER SALE EXTENSION/RENEWAL POLICY**

**Forestry, Land & Parks Department**

**Lincoln County Service Center**

**801 N. Sales Street, Suite 106**

**Merrill, Wisconsin 54452**

**Phone (715) 539-1034**

**Fax (715) 539-8091**

**EXTENSION TO  
TIMBER SALE CONTRACT**

Contract Number: \_\_\_\_\_

Contract Expiration Date: \_\_\_\_\_

This is an extension to the original contract made between the Lincoln County Forestry, Land & Parks Department and:

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

\_\_\_\_\_

\_\_\_\_\_

Stumpage rates will increase \_\_\_\_\_% as described on the attached Timber Sale Contract Map for Job # (Contract #) for a period of one-year expiring at 12:01 AM (Date) \_\_\_\_\_.

All other conditions as stated in the Timber Sale Contract referenced above between Lincoln County Forestry, Land & Parks Department and (Name of Contractor) shall remain in full force and effect.

\_\_\_\_\_  
Lincoln County Forest Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Individual Authorized to Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**1010.3 FIREWOOD PERMIT**

**FIREWOOD PERMIT NO. 0-00**

I Name, Address, Phone Number does hereby apply to the Lincoln County, Land and Parks Department for a permit to salvage tops and ends on closed Lincoln County

Timber Sale T000-00 Town of XXX (see attached map-East side of sale only)  
(Timber Sale #, Contractor Name, Township)

for a period of one (1) month \_\_\_\_\_ through \_\_\_\_\_. Wood salvaged under this permit will be  
(Date) (Date)

delivered to residence with \_\_\_\_\_  
(Address or legal description) (Vehicle make, model, year, color)

-and is for my personal use and may be inspected at said premises by Lincoln County Forestry, Land and Parks Department, Lincoln County Sheriff's Department, Department of Natural Resources personnel, Lincoln County Timber sale Contractor or any other authorized representative of this Department and I further agree to present this permit upon request by any representatives of said agencies.

**I have physically checked the area covered by this permit and hereby understand and accept responsibility that only wood above described in this permit will be salvaged and only within the area covered by this permit.**

I further understand that a \$15.00 fee shall be paid to the Lincoln County Forestry, Land and Parks Department for any thirty-day firewood permit on Lincoln County Forest Land.

**I further understand that this permit does not include any standing trees whatsoever, pulpwood or logs and wood 8 feet or longer. Do not rut road.**

**This permit is valid for up to 10 pulp cord equivalents.**

This permit is not valid until signed by a representative of the Lincoln County Forestry, Land and Parks Department.

If in the opinion of the Lincoln County Forestry, Land and Parks Department or Department of Natural Resources personnel the terms and conditions of this permit are being violated and not in the best interest of Lincoln County, this permit is automatically terminated.

Liquidated damages: permit holder shall be assessed the following damages for any timber cut or removed in violation of this permit the highest market value of timber cut or removed. Market value shall be the market value on the date of this permit.

The parties agree to indemnify and save harmless the other party, its agents and employees from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may accrue from the other party's use or negligence of the illustrated land.

No motorized vehicles may be utilized (including ATV's, tractors, etc...) off open logging roads or behind gates, berms, posted or rocked areas unless written permission is granted by the Lincoln County Forest Administrator.

I understand and agree to all terms and conditions of this permit.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Forestry Dept. Personnel

\_\_\_\_\_  
Date

FORESTRY, LAND & PARKS DEPARTMENT  
801 N. SALES STREET, SUITE 106  
MERRILL, WI 54452  
Phone (715) 539-1034  
Fax (715) 539-8091

## 1010.4 PRIVATE ACCESS PERMIT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### ACCESS PERMIT

**Forestry, Land & Parks Department  
Lincoln County Service Center  
801 N. Sales Street, Suite 106  
Merrill, WI 54452  
(715) 539-1034**

This access permit is entered into by and between the County of Lincoln, hereinafter referred to as "Owner" and \_\_\_\_\_, hereinafter referred to as "Permittee", for the sole purpose of obtaining ingress and egress across the following described land in Lincoln County, Wisconsin, as indicated on the attached map, for the sole purpose of accessing Permittee's property.

**Legal Description:**

**Section 00, T00N-R00E, Lincoln County, WI.**

It is understood by the Owner and the Permittee that this permit is subject to the following conditions:

1. The permit fee is **100.00**. It is non-transferable and solely for the accommodation of Permittee and members of their household. If additional time and material is required to establish access site, the Permittee agrees to reimburse the County for said expense.
2. Access way improvements and upgrading must be approved and will be supervised by the Lincoln County Forest Administrator. Prior notification of ten (10) days is required before work starts. This permit does not cover the installation of utilities.
3. If the Owner determines that further use of the above-described property by the Permittee is not in the best interest of the Owner, for whatever reason, the Owner reserves the right to retain permit fee and cancel this permit by thirty (30) days written notice to the Permittee by the Owner.
4. The accessway width is to be no greater than 20 feet.
5. No cutting or trimming of trees shall be done without the prior approval of the Owner.
6. Present and future forest management, timber sales, timber stand improvement, reforestation, or other forest or recreational activity shall be of high priority of the Owner and in no way should be hindered by this agreement.
7. All stumps, slash, waste materials and other debris resulting from the permitted land use shall be disposed of by Permittee as directed by the Owner.
8. The Permittee shall maintain the area under this permit in a safe and environmentally sound condition at all times, causing no obstruction to free and uninhibited use by the public.

9. No gates, signs, or other property of the Permittee will be allowed on the Owner's land without Owner's permission.
10. Gates on the Owner's property, installed by the Owner, must remain closed at all times, except for entry and exit, but may be opened with permission of the County Forest Administrator when frozen conditions exist. If keys to gates are required, a key holder agreement must be signed.
11. This land-use agreement does not extend to the Permittee any permission to use County Forest Land for personal use or to store equipment, lumber, or other miscellaneous items. In addition, the access provided under this permit is not to be used to gain access to a place of business. The permittee is limited to one seasonal dwelling and the dwelling or any out building cannot be used for commercial purposes.
12. At the Owner's discretion, the Permittee agrees to reimburse the Owner or remediate any property damage to the subject property that may arise from construction, maintenance, or use of the described lands.
13. This permit does not give the Permittee, its members or agents, any rights pertaining to hunting or trapping; said rights remain under the control of the Owner. Hunting during ingress and egress by vehicle will be grounds for cancellation of this permit. In addition, if access way is gated, motorized use of the County Forest in this area is prohibited except for ingress and egress.
14. The Owner continues full ownership of the improved access and land; however, it shall not be liable for maintenance or upkeep of the road.
15. The Permittee agrees to waive any rights to any declaration of ownership or interest in the accessway on the Owner's land.
16. Should the general intended use for which this permit was granted be changed or altered, or if the conditions set forth in this permit are violated, this permit shall be automatically null and void by action of the Lincoln County Forest Administrator.
17. The Permittee agrees to protect, indemnify, and save harmless the Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, including attorney's fees, by reason of loss or damage to any property or bodily injury, including death, to any person whatsoever, that may arise from the construction and placement of objects on described lands and from the maintenance or use of the described land, and the Permittee shall defend the Owner in any such action or claim upon request of the Owner.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Bowe, Forest Administrator

\_\_\_\_\_  
Date

## **1010.5 CAMPING POLICY**

### **Lincoln County Forest Camping Policy**

Overnight camping, including tents, trailers, cars and trucks, portable hunting or fishing cabins, may be permitted in the County Forest outside of designated camping areas without charge for a period not to exceed 14 days cumulative time in any given calendar year. Camping on the County Forest must be for recreational purposes only. No person may reside on County Forest land. Camping on the County Forest as a means of establishing a place of residence is not allowed. Any person who violates the rules and regulations of this chapter or of good conduct, including without limitation cutting or defacing timber, carelessness with fire, violation of game and fishing laws of the State, or improper disposal of garbage and litter, disorderly conduct, or threatening behavior shall be subject to ejection from the County Forest and subject to the penalties provided by County and State law. (Am. #2017-10-654)

## **1010.6 TREE STAND POLICY**

### **Lincoln County Forest Tree Stand Policy**

#### **ELEVATED PLATFORMS AND PORTABLE TREE STANDS.**

- (a) The construction or use of any permanently elevated platform, commonly referred to as a permanent tree stand, on the Lincoln County Forest land is prohibited.
- (b) Screws, nails, lag screws, screw steps, spikes, or other similar devices are damaging to trees, therefore they are prohibited for use in trees on the Lincoln County Forest.
- (c) Portable tree stands may be used on Lincoln County Forest lands providing that they do not damage trees, they have the owner's name, address, and telephone number clearly printed on or attached to the stand, they are not erected prior to September 1, and are completely removed not later than January 7 of the following year.
- (d) Elevated platforms and portable tree stands found in violation of this Code will be removed by the Forestry Department employees and destroyed or sold at County auction. A person found in violation of any portion of the aforementioned ordinance is subject to a citation and forfeiture as prescribed in this chapter.

**GROUND STANDS AND BLINDS.** All ground stands or blinds must be completely made of materials natural to the area such as dead leaves, branches, bark, or naturally fallen trees. Wire, nails, screws, nylon rope or nonbiodegradable materials may not be used to fasten materials together or to trees. The construction or use of any ground blind or stand which is constructed of other than natural materials is prohibited.

## **1010.7 TRAIL CAMERA POLICY**

### **Lincoln County Forest Trail Camera Policy**

The use of trail cameras shall be authorized on the Lincoln County Forest providing they do not damage any vegetation or other county property. Trail cameras must bear the owner/operator's full name, current address and phone number. This information must be clearly printed on or attached to the outside of the camera and clearly visible without the need to move or adjust the camera. Trail camera use may only occur in areas where hunting is allowed and are prohibited from being used in county parks, campgrounds, beach areas, and buildings. The placement of trail cameras on the Lincoln County Forest is done at your own risk. Lincoln County will not be responsible for theft or damage of trail cameras on county managed lands. Any trail cameras found in violation of this ordinance may be confiscated by the Lincoln County Forestry Department or Lincoln County Sheriff's Office. (Cr. #2017-02-638)

**1010.8 BOUGH PERMIT**

**LINCOLN COUNTY FORESTRY, LAND & PARKS DEPARTMENT  
BALSAM BOUGH GATHERING PERMIT**

801 N. Sales Street, Suite 106, Merrill, WI 54452  
(715) 539-1034

Bough Permit No. \_\_\_\_\_

The Lincoln County Forestry Committee through its authorized agents hereby gives permission to:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Vehicle description and license number: \_\_\_\_\_

to cut balsam boughs on Lincoln County Forest Lands. Said forest products to be cut on the following descriptions, **excluding private land** if any: \_\_\_\_\_

Additional cutters: \_\_\_\_\_

Permittee agrees to pay the Lincoln County Forestry, Land & Parks Department the sum of \$100.00(**nonrefundable**) for a permit which expires no later than December 31, 2020.

The permittee agrees to the following conditions:

- 1) Any cutting of boughs on Lincoln County Forest Lands other than above described, shall be considered trespass and permit will automatically be null and void and trespass rates and charges will be applied. The permit holder assumes all responsibility to gather in designated area only and to assure that he/she is on County Forest property.
- 2) No boughs shall be cut within 100 feet of roads, recreational trails, lakes, rivers or streams.
- 3) No boughs shall be cut from the top 1/3 of tree.
- 4) No boughs shall be cut from trees less than 8 feet in height.
- 5) No axes are to be used in cutting boughs.
- 6) Boughs shall be cut in such a manner as to not kill or permanently damage trees.
- 7) Only balsam fir boughs may be collected. No other trees shall be cut or damaged.
- 8) All roads and trails shall be kept open at all times and may not be damaged.

- 9) No motorized vehicles may be utilized (including ATV's, tractors, etc...) off open logging roads or behind gates, berms, posted or rocked areas unless written permission is granted by the Lincoln County Forest Administrator.
- 10) Permittee agrees to comply with the state timber theft, slash, fire, and litter laws.
- 11) The permit holder assumes all responsibility for his/her own protection and agrees to hold Lincoln County harmless for any accident or injuries that may happen to themselves or others.
- 12) Violations of this permit or any condition of gathering stated herein shall be determined by the County Forest Administrator and will result in the revocation of such permit.
- 13) Violations may also subject the permittee to an assessment for any actual damage caused or prosecution for violation of §26.05 9 (timber theft) or §943.13 (trespass), Wis. Stats., or other applicable statutes or County Park and County Forest Ordinances (Chapters 16 & 19 of the Lincoln County General Code of Ordinances)
- 14) This permit cannot be assigned in part or in whole.
- 15) This permit must be carried on permittee and shown to authorized personnel of the Lincoln County Forestry, Land & Parks Department upon request.
- 16) Permittee will also be issued a permit which must be placed in vehicle so that it is visible from the outside.
- 17) If permittee fails to follow rules and guidelines of this permit future issuance of permits will be denied.
- 18) The Permittee assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, 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 operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

---

I have read, understand and agree to the conditions of this permit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Permittee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Agent of Lincoln County Forestry, Land & Parks Dept.



**1010.9 CHRISTMAS TREE CUTTING PERMIT**

**LINCOLN COUNTY FORESTRY, LAND & PARKS  
DEPARTMENT**

**Lincoln County Service Center  
801 N. Sales Street, Suite 106  
Merrill, WI 54452  
Ph. 715-539-1034**

**CHRISTMAS TREE CUTTING PERMIT**

**(\$5.00 Fee – 1 tree per household)**

Lincoln County Forestry, Land and Parks Department, 801 N. Sales Street, Suite 106, Merrill Wisconsin, grants

Name, Address, Phone  
(Name, address and telephone no.)

permission to cut **one** Christmas Tree on the Lincoln County Forest in the following area:

Lincoln County Forest, T00N, R0E, Sec. 0  
(Area)

From: \_\_\_\_\_  
(Date)

Permit must be carried by Permittee and shown to authorized personnel of or by the Lincoln County Forestry, Land and Parks Department upon request.

The Permittee assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, 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 operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Forestry Dept. Personnel

\_\_\_\_\_  
Date



**1010.11 SEEDLING PERMIT**



**FORESTRY, LAND & PARKS DEPARTMENT  
801 N. SALES STREET, SUITE 106  
MERRILL, WI 54452-1632  
Phone (715) 539-1034  
Fax (715) 539-8091**

**SEEDLING PERMIT**

Lincoln County Forestry, Land and Parks Department grants Name, Address, Phone Number  
\_\_\_\_\_ permission to pick tree seedlings from 0-3 feet in  
the following described area: Description on County Forest Property in Sections 00-T00N-R0E.

from     Date     through     Date    .

Permit must be carried by Permittee and shown to authorized personnel of or by the Lincoln County Forestry, Land and Parks Department upon request.

A limit of 200 seedlings may be removed with this permit. Any holes created by seedling removal must be refilled to ground level.

The Permittee assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, 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 operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

PHONE NO: \_\_\_\_\_

WOOD SALE NO. \_\_\_\_\_

\_\_\_\_\_ does hereby apply to the Lincoln County Forestry, Land & Parks Department for a permit to cut \_\_\_\_\_ on Lincoln County Forest Lands beginning \_\_\_\_\_ through \_\_\_\_\_ in the following described area:

**(See attached map)**

No motorized vehicles may be utilized (including ATV's, tractors, etc...) off open logging roads or behind gates, berms, posted or rocked areas unless written permission is granted by the Lincoln County Forest Administrator.

Wood sold under this sale is for my personal use only and may be inspected by Lincoln County Forestry, Land and Parks Department, Lincoln County Sheriff's Department, Department of Natural Resources personnel, or any other authorized representative of this department and I further agree to present this permit upon request by any representatives of said agencies.

I have physically checked the area covered by this permit and hereby understand and accept responsibility that only wood above described in this permit will be salvaged and only within the area covered by this permit.

This permit is not valid until signed by a representative of the Lincoln County Forestry, Land and Parks Department.

If in the opinion of the Lincoln County Forestry, Land and Parks Department or Department of Natural Resources personnel the terms and conditions of this permit are being violated and not in the best interest of Lincoln County, this permit is automatically terminated.

Liquidated damages: permit holder shall be assessed the following damages for any timber cut or removed in violation of this permit the highest market value of timber cut or removed. Market value shall be the market value on the date of this permit.

I understand and agree to all terms and conditions of this permit.

\_\_\_\_\_(seal) \_\_\_\_\_  
Signature of Permittee Date

Approval of the Lincoln County Forestry, Land & Parks Department.

\_\_\_\_\_(seal) \_\_\_\_\_  
Administrator Date

Stumpage due \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Dated \_\_\_\_\_

**1010.13 ORGANIZED EVENT PERMIT**

**LINCOLN COUNTY FORESTRY, LAND & PARKS DEPARTMENT**

**Lincoln County Service Center  
801 N. Sales Street, Suite 106  
Merrill, WI 54452  
Phone: 715-539-1034  
Fax: 715-539-8091**

**TRAIL USE PERMISSION  
For ORGANIZED EVENT**

Lincoln County Forestry, Land & Parks Department hereby gives permission to  
The Organization Name to sponsor an organized event on:

DATE

ORGANIZATION NAME will provide the Lincoln County Forestry, Land and  
Parks Department with proof of insurance coverage.

The User (ORGANIZATION NAME) assumes and agrees to protect, indemnify, and save harmless  
the Owner (Lincoln County), its representatives, agents, officers, and employees from and against  
any and all claims, demands, suits, causes of action, liability, costs, 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 operations under this Permit or in connection with any action or omission of the User, who shall  
defend the Owner, its representatives, agents, officers, and employees in any such cause of action,  
claim or suit.

\_\_\_\_\_  
Representative of the Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Bowe  
County Forest Administrator

\_\_\_\_\_  
Date

**1010.14 TRAIL MAINTENANCE PERMIT**

**LINCOLN COUNTY FORESTRY, LAND & PARKS DEPARTMENT**

**Lincoln County Service Center  
801 N. Sales Street, Suite 106  
Merrill, WI 54452  
Phone: 715-539-1034  
Fax: 715-539-8091**

LINCOLN COUNTY FORESTRY, LAND & PARKS DEPARTMENT hereby permits members of \_\_\_\_\_ to have vehicles on the \_\_\_\_\_ Trail for maintenance purposes from \_\_\_\_\_ through \_\_\_\_\_ (date) \_\_\_\_\_ on designated club workdays. (date)

The Lincoln County Forestry Department will be notified of workday dates.

Vehicles must display a placard stating they are       (Name of Organization)      .

This permit must accompany maintenance crew.

\_\_\_\_\_  
Permittee signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Bowe, Forest Administrator

\_\_\_\_\_  
Date



6. The parties agree to indemnify and save harmless the other party, its agents and employees from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may accrue from the other party's use or negligence of the illustrated land.

7. The Permittee may have one designated mobile assistant. The mobile assistant cannot harvest game, bait, or carry a gun, bow, crossbow, or transport elevated platforms for use by individuals other than the permittee while exercising access privileges as a mobile assistant. Access privileges granted to a designated mobile assistant are only valid while in visual contact with disabled permittee. The Permittee cannot transport game harvested by any other individual, or harvest and transport game under Wisconsin party hunting regulation. If multiple mobile assistants are listed, only one assistant at a time is allowed to accompany the Permittee.

I have read, understand, and agree to the above conditions.

Permittee Signature: \_\_\_\_\_

Permittee Address: \_\_\_\_\_

Permittee Telephone Number: \_\_\_\_\_

Mobile Assistant Signature: \_\_\_\_\_

Mobile Assistant Address: \_\_\_\_\_

Mobile Assistant Telephone Number: \_\_\_\_\_

Inquiries may be directed to:

Lincoln County Forestry, Land & Parks Department  
801 N. Sales Street, Suite 106  
Merrill WI 54452  
(715) 539-1034





**Lincoln County Forestry, Land & Parks Department**  
**Lincoln County Service Center**  
**801 N. Sales Street, Suite 106**  
**Merrill, WI 54452**

Phone (715) 539-1034

Fax (715) 539-8091

**KEY HOLDER AGREEMENT**

(Circle the #1 that applies)

- 1A. I will not open the gate for anyone except myself, my employees, or subcontractors involved with the timber sale.
- 1B. I will not open the gate for anyone except myself and those responsible for maintaining the trail.
- 1C. I will not open the gate for anyone except myself, my family members, or my invited guests.
- 1D. Other: **Disabled Access Permit**
- 2. I am accountable for the actions of anyone I allow through the gate.
- 3. I agree to relock the gate each time I pass through it.
- 4. I agree not to duplicate any gate key.
- 5. I understand that any misuse of the gate privilege will result in the revocation of that privilege.
- 6. I agreed to surrender any County gate key in my possession at the sole discretion of Lincoln County.

Lincoln County key number: \_\_\_\_\_

Date key issued: \_\_\_\_\_

AREA: **Description of Road. Section 00 T00N-R0E**  
**Town of XXX.**  
\_\_\_\_\_  
\_\_\_\_\_

<b><u>ADDITIONAL KEY HOLDERS</u></b>
_____
_____
_____

Number of keys:   1  

Return date for keys (upon request): \_\_\_\_\_

Date returned: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

(please print)

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Vehicle I.D.: \_\_\_\_\_

**LINCOLN COUNTY PARK SHELTER RESERVATION FORM**

LINCOLN COUNTY FORESTRY, LAND & PARKS DEPARTMENT: 715-539-1034

**RULES & REGULATIONS**

1. Turn off lights and lock up electricity (Tug Lake Shelter)
2. Clean up all trash
3. Leave by 10:00 p.m. when park closes

Pick up key for Tug Lake Shelter by \_\_\_\_\_ at the Lincoln County Forestry, Land & Parks Department, Lincoln County Service Center, 801 N. Sales Street, Suite 106, Merrill. Key for Tug Lake Shelter must be returned to the Department by \_\_\_\_\_ in order to be eligible for refund of security deposit. You **WILL** forfeit your security deposit if the park facilities are not left in an orderly manner. You also agree to release and hold harmless the County of Lincoln against any and all injuries, liabilities, damages or incidental claims of any nature whatsoever resulting from the use of the premises. You may cancel your reservation up to 30 days prior to the date to be used and still receive your deposit back. Cancellation Fee: \$5.00.

\_\_\_\_\_ Tug Lake Shelter (To access electricity, use key provided to unlock box on pedestal by light pole)  
 Fee: \$35.00; Security Deposit: \$25.00 (\$60.00)

\_\_\_\_\_ New Wood Park Shelter #1-near river (No electricity)  
 Fee: \$20.00; Security Deposit: \$25.00 (\$45.00)

\_\_\_\_\_ New Wood Park Shelter #2-near playground (No electricity)  
 Fee: \$20.00; Security Deposit: \$25.00 (\$45.00)

Shelter is reserved by \_\_\_\_\_  
 (Name, address and telephone no.)

for \_\_\_\_\_.  
 Date

\_\_\_\_\_  
 Signature of Person Reserving Shelter Date

\_\_\_\_\_  
 Signature of Person Receiving Key (Tug Lake) Date

\_\_\_\_\_  
 Signature of Person returning key (Tug Lake) Date

# USE PERMIT

Lincoln County Forestry, Land & Parks Department  
Lincoln County Service Center  
801 N. Sales Street, Suite 106  
Merrill, WI 54452  
715-539-1034

Name:

Address:

Phone:

THIS USE PERMIT, made as of the \_\_\_\_ day of \_\_\_\_\_ by Lincoln County, hereafter "Owner", to \_\_\_\_\_ hereafter "Permittee":

WITNESSETH, that Owner and Permittee have agreed that Owner will grant to Permittee the use of Owner's land in the \_\_\_\_\_ Section \_\_\_\_ Township \_\_\_\_\_, Range \_\_\_\_\_, Lincoln County, Wisconsin, abutting Permittee's property.

WITNESSETH, that the sole purpose of this permit is to allow the Permittee the right to:

NOW, THEREFORE, in consideration of the covenants hereinafter recited, Owner does hereby grant to Permittee a non-exclusive use permit for the purpose as outlined above in the location shown on Attachment 'A' attached hereto and by this reference made a part hereof.

SUBJECT TO and RESERVING unto the Owner, its successors and assigns, and for those whom it may elect, the following:

- a. The foregoing grants are made without covenant of title or for quiet enjoyment and without warranty of title express or implied, and are subject and subordinate to all outstanding or superior rights.
- b. The foregoing grants are also subject and subordinate to the prior and continuing right of Owner to the use of its entire property, on, upon, along, over, under, across and through any or all parts of Owner's property, and to permit others to do so, all or any of which may be freely done at any time or times by Owner or others with Owner's permission.
- c. The foregoing grants are for use solely for the accommodation of the Permittee and members of their household.
- d. The permit fee is \$\_\_\_\_\_ Permit is non-transferrable.
- e. The foregoing grants are made subject to Permittee's agreement to make no alternations or improvements whatsoever in the permit area without first obtaining written approval therefor from Owner.
- f. If the Owner determines that further use of the above-described property by the Permittee is not in the best interest of the Owner, for whatever reason, the Owner reserves the right to retain permit fee and cancel this permit by thirty (30) days written notice to the Permittee by the Owner.

- g. The Permittee shall maintain this area under the permit in a safe, clean and environmentally sound condition.
- h. No property of the Permittee will be allowed on the Owner's land except for permitted items.
- i. At the Owner's discretion, the Permittee agrees to reimburse the Owner or remediate any property damage to the subject property that may arise from the permitted use of the described lands.
- j. The Permittee does not accrue any right of ownership of the land the permitted use covers.
- k. Should the general intended use for which this permit was granted be changed or altered, this permit shall be automatically null and void by action of the Lincoln County Forestry Administrator.
- l. The Permittee agrees to protect, indemnify, and save harmless the Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, including attorney's fees, by reason of loss or damage to any property or bodily injury, including death, to any person whatsoever, that may arise from the construction and placement of objects on described lands and from the maintenance or use of the described land, and the Permittee shall defend the Owner in any such action or claim upon request of the Owner.

IN WITNESS WHEREOF, the Owner and Permittee have caused these presents to be signed as of the day and year first herein written:

ATTEST:

OWNER: Lincoln County

\_\_\_\_\_  
 \_\_\_\_\_, Chair  
 Forestry, Land & Parks Committee

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Forestry, Land & Parks Administrator

PERMITTEE:

(Print) \_\_\_\_\_

(Sign) \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF LINCOLN )



## **WCFA ATV/UTV Sustainable Trail Guidance**

**This document is meant to be used as guidance in the development or rehabilitation of state funded, “summer” use, county sponsored ATV/UTV trails**

In an attempt to simplify and standardize ATV/UTV grant applications from WCFA member counties, the following guidelines have been developed for new trail construction or trail rehabilitation projects. The guidance is not meant to apply to existing trails but should be followed when developing new trails and when trail managers determine rehabilitation is necessary due to environmental or safety issues.

It is understood these trail guidelines cover normal situations on many of the trails, but in some cases there is good reason for building trails above and beyond the guidelines. In those cases, make sure you clearly explain and justify your reasoning for requesting more than standard amounts. In a case where trail development or rehabilitation projects do not require the trail manager to achieve recommendations provided in this guidance and there are no environmental concerns, the application should explain and justify project circumstances. The goal of a trail manager should be to develop and rehabilitate trails so they are sustainable and manageable for years to come when routine maintenance is applied.

Some trail development or trail rehabilitation projects may only entail crowning and ditching of existing natural materials, most notably on trails that do not receive extensive use on a regular basis. When developing and rehabilitating heavily used trails, managers should consider adding a base layer of material to allow for routine trail grooming and maintenance.

“The trail design should minimize the ecological impact of the trail and should retain the trail’s basic stability and shape through time without abrupt changes, recognizing there are both the human and natural forces at work on the trail surface. The concept of sustainability also recognizes that appropriate maintenance and management are also necessary”<sup>1</sup>

Trails will be developed and maintained in a sustainable manner to meet *Wisconsin Forestry BMPs for Water Quality* guidelines and all WDNR permit requirements, including new stormwater discharge permit requirements, in an effort to prevent water runoff, soil rutting and erosion that may result in environmental degradation.

<sup>1</sup> “So You Want to Build an ATV Trail” WDNR PUB-CF-018 2005

**Sustainability** – For the purpose of ATV/UTV trails, the term “sustainability” is intended to mean the development of a trail surface that is maintainable. It appears evident there are no circumstances where an ATV/UTV trail can be considered sustainable without intensive maintenance. Of primary importance, trail surfaces need to be conducive to periodic grading or restoration that promotes water runoff from the trail surface and eliminates the opportunity for water flow to gain velocity, causing erosion. Trails should be built with a slight crown and appropriate ditching to allow for adequate and proper water dispersal.

**Width** – Trail widths should be adequate for intended uses, one-way trails can be built to a 9 foot width. It is recommended two-way trails have a 12 foot wide maintained trail running surface with 2 feet cleared on each side. Trails should be wider where turns/corners are required. Adequate width may also be dependent on slope, aspect, and visibility on curves. Please note that in most cases, total trail width must accommodate periodic maintenance equipment such as graders and dump trucks.

**General Design** - All trails should be developed with a crowned or sloped surface (2 – 4% slope) to direct cross flow of water off the trail surface and into adjacent vegetation. Trail design, rehabilitation and maintenance should be done in a manner preventing water from traveling parallel to trail direction. All slopes should contain drainage structures at intervals as follows:

Table 4-2. Recommended Maximum Distances Between Drainage Structures on Forest Roads and Skid Trails

Road Grade (%)	Maximum distance between water bars (feet)		Maximum distance between all other drainage structures (feet)	
	High Erosion Risk (most sandy soils and silt soils)	Low Erosion Risk (most rocky soils and clay soils)	High Erosion Risk (most sandy soils and silt soils)	Low Erosion Risk (most rocky soils and clay soils)
0–3	175	250	250	350
4–6	125	200	175	250
7–9	100	175	125	175
10–12	75	150	75	125
13–15	60	100	60	100
16–20	50	75	50	75
21–30	40	65	40	65
30+	30	50	30	50

Note: Broad-based dips generally become ineffective on slopes greater than 10%.

(Table 4-2 taken from “Wisconsin’s Forestry Best Management Practices for Water Quality” – WDNR PUB FR-093 2010)



Cross drainage structures should be primarily in the form of diversion ditches but may also utilize cross drain culverts, broad based dips, or water bars.

**Slopes Greater than 10%** - Steeper slopes should be avoided when possible. In areas where there is no other alternative, slopes should be armored with material other than gravel or native soils. 2" or larger fractured rock spread at a minimum of 4" deep is preferable. Maximum erosion control is obtained when this material is compacted and incorporated into native soil. Mat materials or concrete blocks stacked upright are also feasible alternatives on extreme slopes. Depending on soil type, other alternatives such as 1 ½" rock to a desired depth, incorporated with appropriate amounts of gravel or other suitable material, are acceptable.

**Surface Material** – Trail surfaces may be crushed gravel or native soils, depending on conditions, but should provide for the ability to grade/reshape/restore the trail surface and cross drainage patterns periodically. Consider grading trail surfaces a minimum of twice during a riding season depending on traffic load and surface materials. All trail surfaces should be adequately maintained to ensure longevity of base material and address environmental and safety concerns.

**Culverts** – Evaluate the entire trail project to identify areas with periodic cross-trail water flow and install appropriately sized culverts at these locations. Note that any stream crossing with a defined bed and bank will require a Chapter 30 permit for either a culvert or bridge.

**Trail Rehabilitation** – Trail Rehabilitation projects should be considered a major reconstruction of the trail surface and should occur at no less than 8 year intervals, with exceptions for unusual circumstances. The need for trail rehabilitation is somewhat dependent on terrain, soil type, and amount of use on a given trail. A project should be considered as rehabilitation only if a minimum of 50% of the trail segment requires significant reconstruction. Projects with less than 50% reconstruction should be considered part of annual maintenance.

**Bridge Rehabilitation** – Bridge rehabilitation on ATV/UTV trail systems will follow snowmobile bridge rehabilitation guidelines contained in Wisconsin's Snowmobile Trail Aids Program.

## **Construction/Rehabilitation Standards by Soil Type**

It is highly recommended trail sponsors research and understand soil types in project areas. Consult county soil survey data or NRSC web soil data for reference in determining soil suitability for motorized use. When relying on information contained in soil survey data, keep in mind mapped soil types in an individual county or specific area may not always accurately

depict actual on the ground conditions. Recreational trail projects require on-site visits and knowledgeable managers. Most ATV/UTV trail systems require soil surfaces that can accommodate vehicular traffic for adequate maintenance, this often means accommodating loaded dump trucks and graders.

When applying surface material consider the following options:

**Sandy Soils** – Establishment of ATV trails on native sand soils tends to result in “blown out” trails once the minimal organic layer on the surface of these soils is disturbed. Underlying soils are extremely loose and often deep, resulting in difficult and dangerous riding conditions. Gravel surfaces are necessary on most of these soil types in order to create safe riding conditions and to minimize erosion and water quality issues.

- Trail surfaces require 6” loose / 4” compacted gravel on a majority of trail systems occurring in this soil type.
- Deep sand pockets and corners may require an underlying road fabric or geo-textile. Any fabric materials must be covered with a minimum of 10” of rock, gravel or a combination of materials.

**Loamy Sand/Sandy Loam Soils** – These soil categories provide a better opportunity to utilize native soils for the trail surface. These soils do, however, present a greater risk of erosion. Trail design must incorporate cross drainage and drainage structures that shed water from the trail surface before it can gain enough velocity to erode trail surfaces.

- Trail projects on these types normally allow for at least a portion of the trail to lie on native soils.
- Pockets of heavier soils, especially on the wetter end of sandy loams, will require gravel, or other suitable material, surfaces.
- Particular attention must be paid to slopes on these types
- Soil types with larger rock components may require more gravel, or other suitable material, to permit trail maintenance and grading activities.

**Silt Loam/Loam/Clay Soils** – These heavier soil types present special challenges. While they may support periodic motorized traffic without causing damage, sustained use on native soils may cause rutting and soil compaction. These ruts typically become water logged and continual motorized use degrades the trail surface rapidly to the point where they become impassable. An additional concern on these soils is once water pockets begin to form, many riders bypass the rough areas and extremely wide areas of damage rapidly develop.

- Projects on these soil types typically require a minimum of 6” loose/4” compacted finish material. Some projects may require a maximum 4” – 6” crushed stone over a 6” base course of graded rock. A maximum of 12” loose / 6” compacted is accepted for these types.

- It may be more feasible on certain sites , especially those with long distance slopes (it is common to find slopes of ¼ mile or more on terminal end moraines with these soil types), to add a larger diameter crushed rock as a base layer and a lighter gravel, or other suitable material, cap over the top. Rock armoring on these slopes is intended for spot applications only and not the entire trail surface.

**Hydric Soils** – Hydric soils are typically considered as wetland and trail development should be considered only as a last resort. Trails on these soil types normally require wetland fill permits, either in the form of puncheon bridges or solid fill. The permit process will likely dictate the majority of trail design on these soils.

- Evaluate any alternatives to trails on hydric soils
- If crossing hydric soils is the only alternative, consult with WDNR Water Regulations Staff to determine options
- For existing trails with wetland impacts already occurring, and less than 1 acre in size, consider a wetland fill permit with geo-textile and larger crushed rock.
- For short crossing distances (generally less than 40 feet) consider a clear span bridge.
- For longer crossing distances, evaluate the use of puncheon/floating bridges.

## **Trail Types**

**Rail Road Corridors** - Use existing ballast as base layer. If grading only 1-2 times per year no other material is needed. If grooming on a weekly/bi-weekly basis, consider adding 6” of gravel compacted to 4” and maintain with grooming equipment.

**Multi-Use Trails** - Apply a manageable base layer and follow suggested guidance contained in this document

**Troute/Hybrid Trails** - Apply a manageable base layer and follow suggested guidance contained in this document.

## 1015 FACILITIES AND REPORTS

### 1015.1 RECREATIONAL INVENTORY

- Otter Lake Recreation Area
  - 25 campsites
- Camp New Wood Park
  - 7 campsites
- Underdown Trail Head
  - 11 campsites
- Nature & Hiking trails
  - Single Track Bike trails – 33 miles
  - Horse trails – 22 miles
  - Cross Country Ski trails – 20.3 miles
  - Fat Bike Trails-33 miles
  - Snowshoe Trails-7.6 miles
  - Hiawatha Trail-6.6 miles
  - Ice Age Trail
  - Otter Lake Nature Trail
- Funded Snowmobile trails – 293.2 miles
- Funded ATV trails
  - Winter – 222.7 miles
  - Summer – 47.8 miles
- Picnic areas/\*shelters
  - Otter Lake Recreation Area
  - Tug Lake Recreation Area\*
  - Camp New Wood Park\*
  - Underdown Trail Head\*
  - Haymeadow Park
  - Larson Lake Park
- Swimming beaches
  - Otter Lake Recreation Area
  - Tug Lake Recreation Area

- Boat Access – Asterisk denotes access with boat ramp, all others are carry in

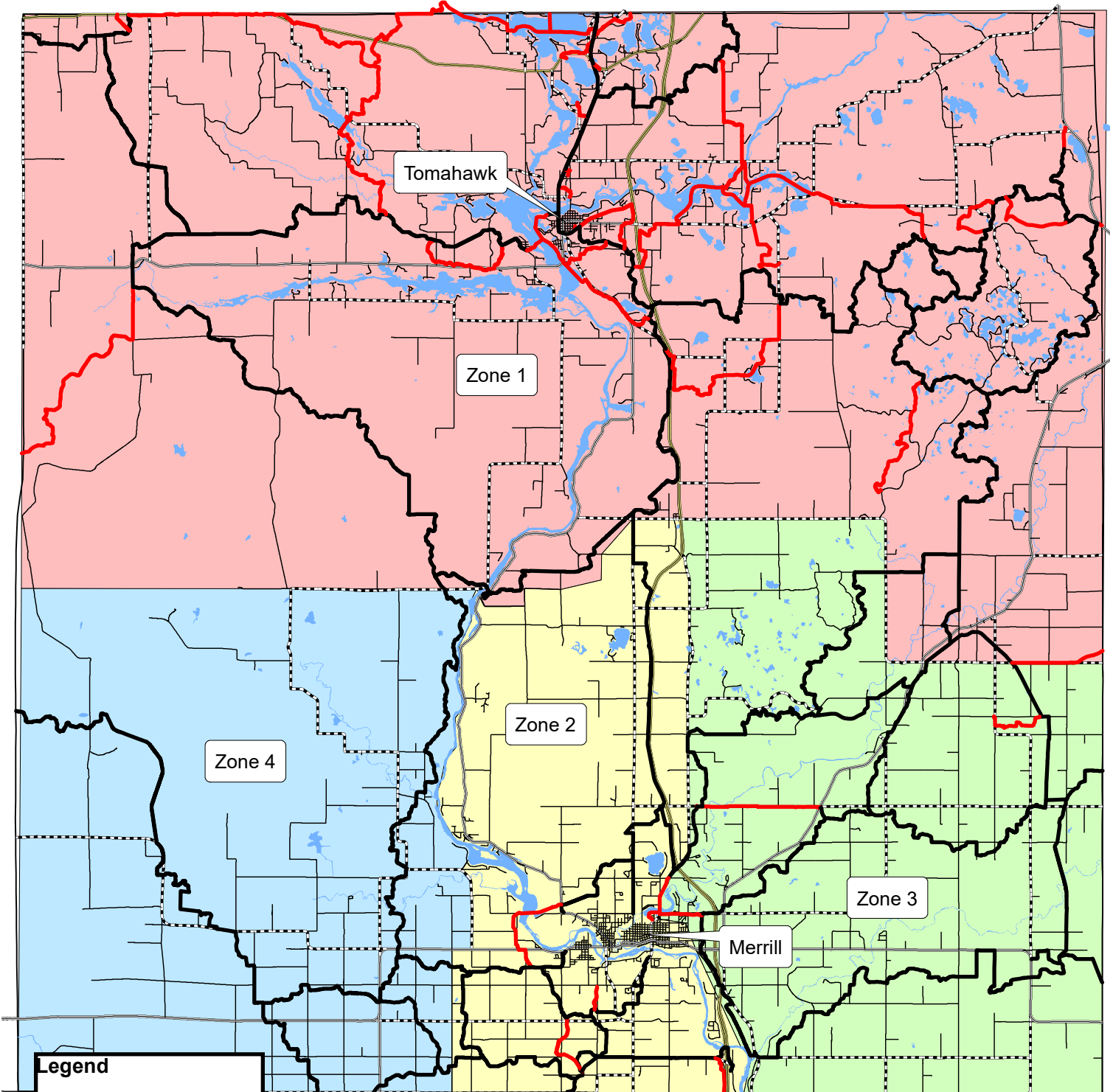
Ament Lake	High Lake
Beaver Lake	Kordick Lake
Bennett Lake	Long Lake*
Bruce Lake	Lost Lake
Camp Lake	Luecks Lake*
Camp New Wood County Park*	Mist Lake
Clara Lake	Moraine Lake
Cranefoot Lake	Oak Lake*
Doering Lake	Otter Lake*
Doris Lake	Penny Lake*
Fox Lake	Roothouse Lake
Horn Lake*	Tahoe Lake
Harrison Flowage*	Triangle Lake
Henson Lake	Underdown Lake

- Other recreational developments

Roothouse Lake  
Prairie Dells

## **1020 MISCELLANEOUS MAPS AND BROCHURES**

# 1020.1 Lincoln County Snowmobile Map

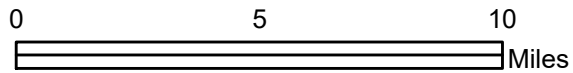


**Legend**

- Funded Snowmobile Trails
- Club Trails

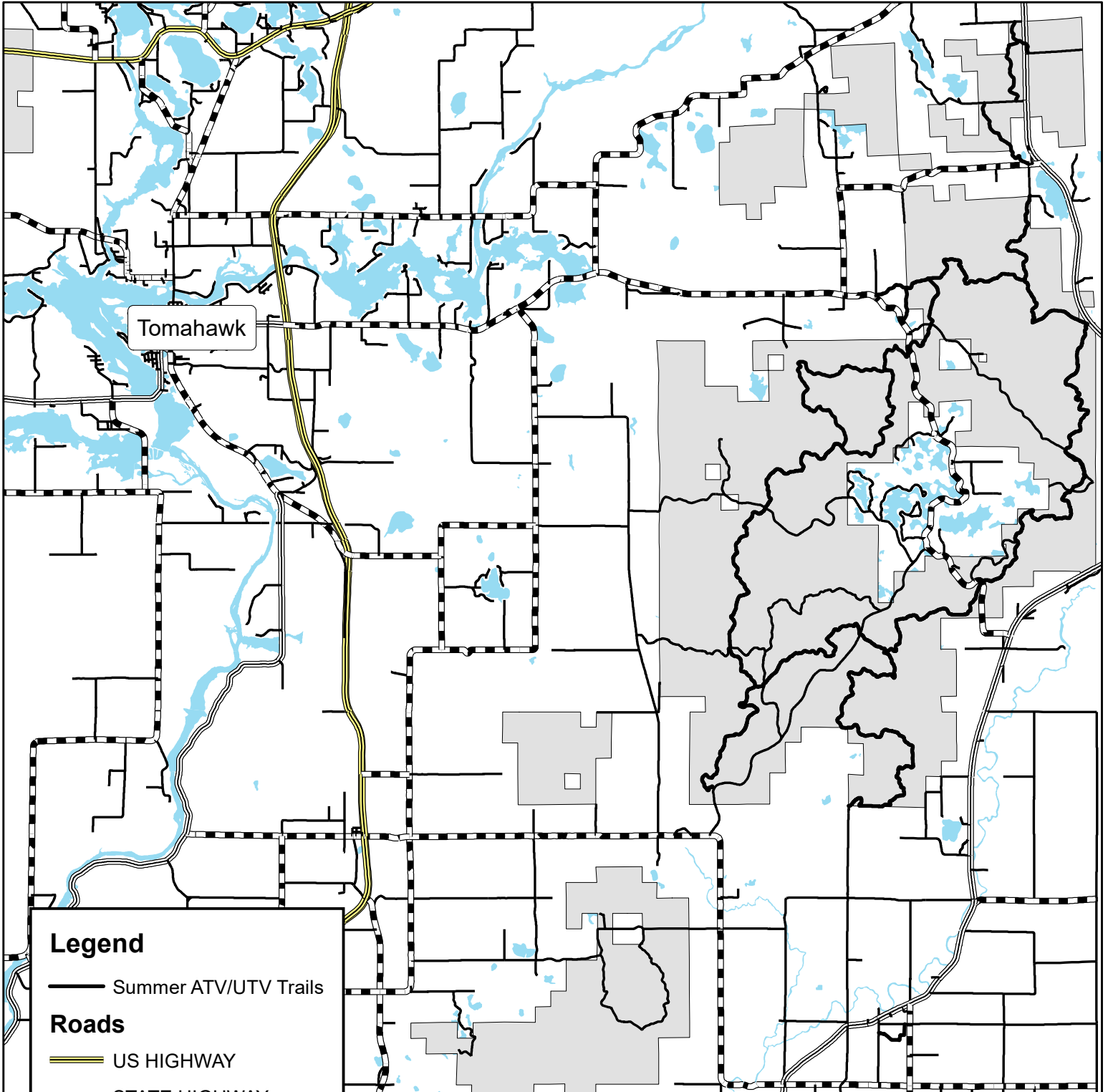
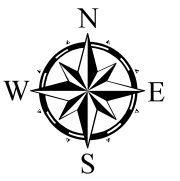
**Roads**

- US HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- TOWN ROADS
- FOREST ROADS



The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field verified information. This map may be reproduced with permission of the Lincoln County Land Information & Conservation Dept. Errors should be reported using the contact information provided below.  
 Lincoln County Land Information & Conservation Dept  
 801 N Sales St, Suite 105, Merrill, WI 54452  
 715-539-1049

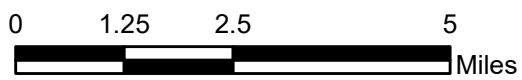
# 1020.2 Lincoln County Summer ATV/UTV Trails



Tomahawk

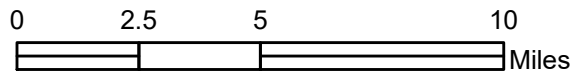
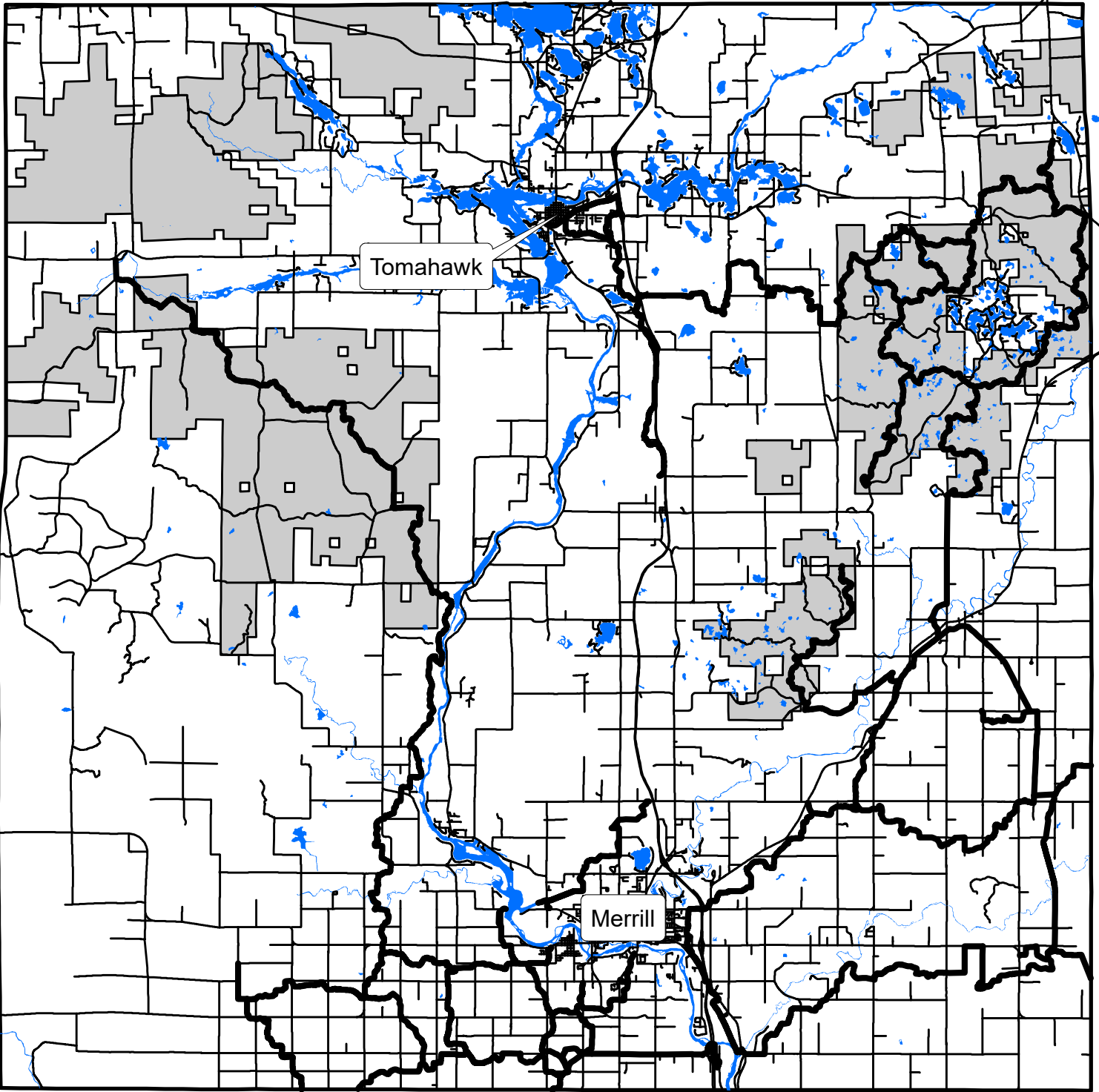
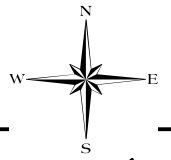
**Legend**

- Summer ATV/UTV Trails
- Roads**
- US HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- TOWN ROADS
- FOREST ROADS
- County Forest
- Lakes and rivers





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Lincoln County Land Information & Conservation Dept  
801 N Sales St, Suite 105, Merrill, WI 54452  
715-539-1049

# 1020.3 Lincoln County Winter ATV Trails



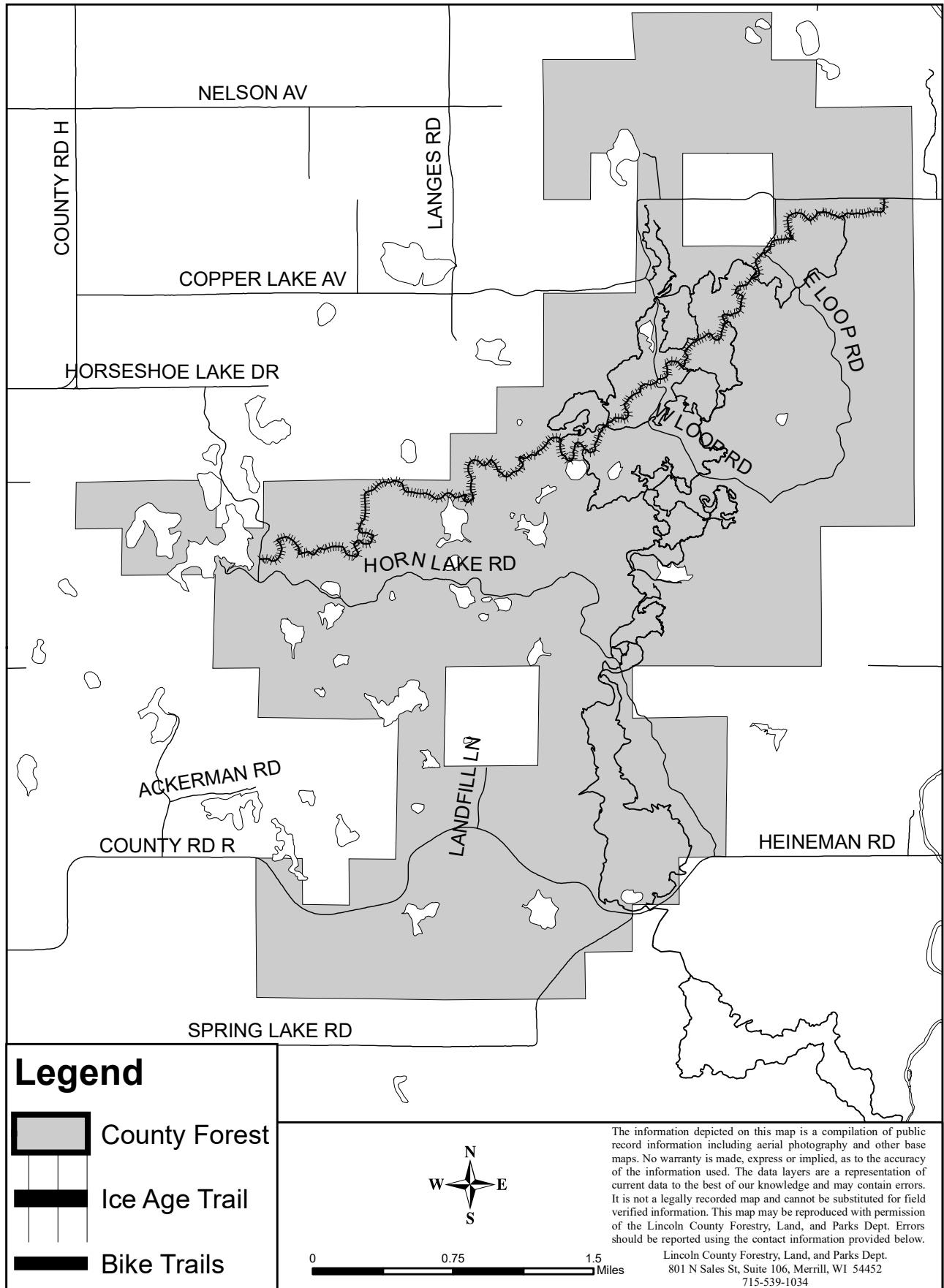
## Legend

-  Winter ATV Trails
-  County Forest

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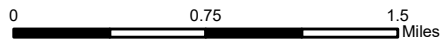


# 1020.4 Underdown Bike Trail



## Legend

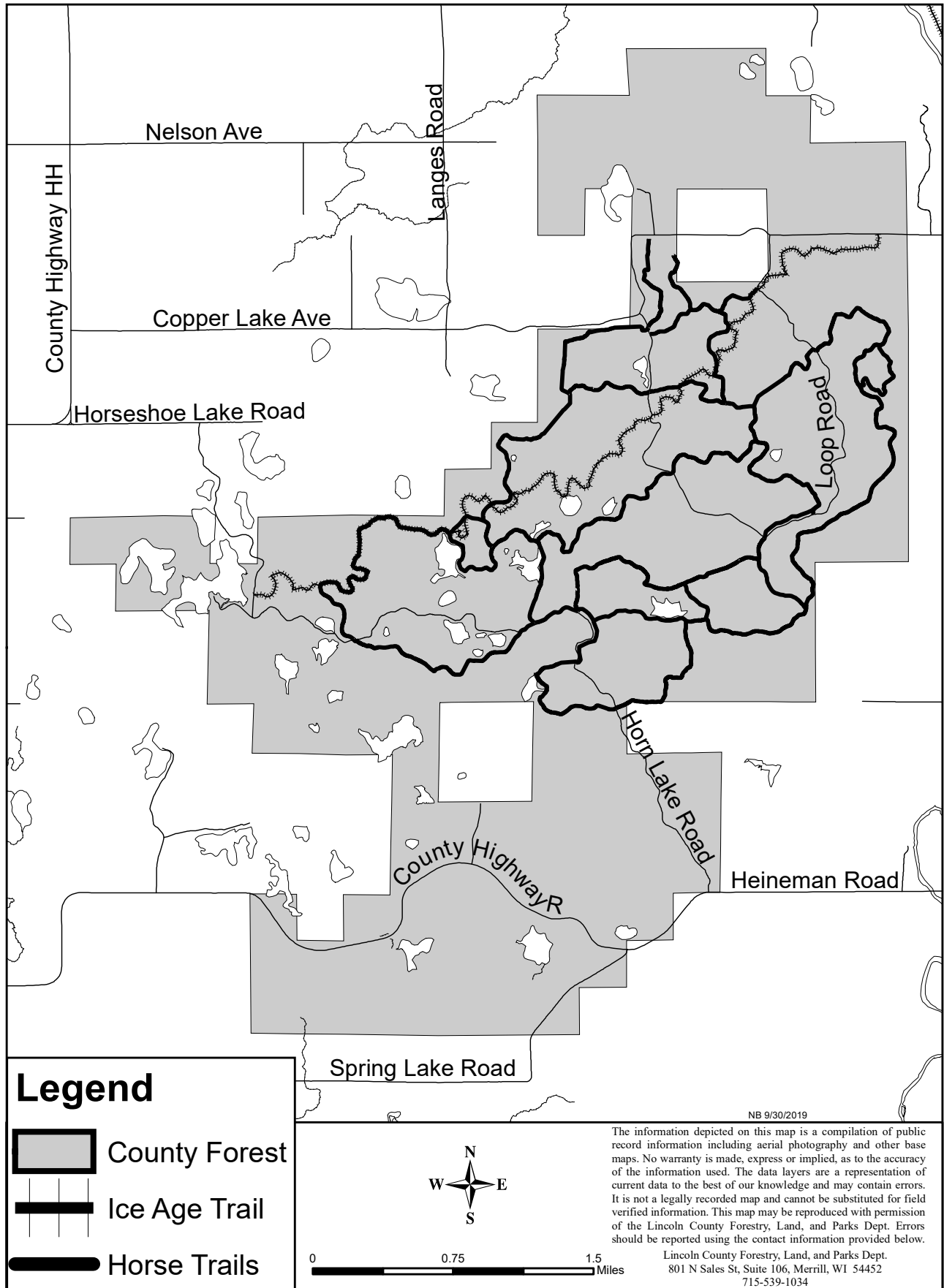
- County Forest
- Ice Age Trail
- Bike Trails



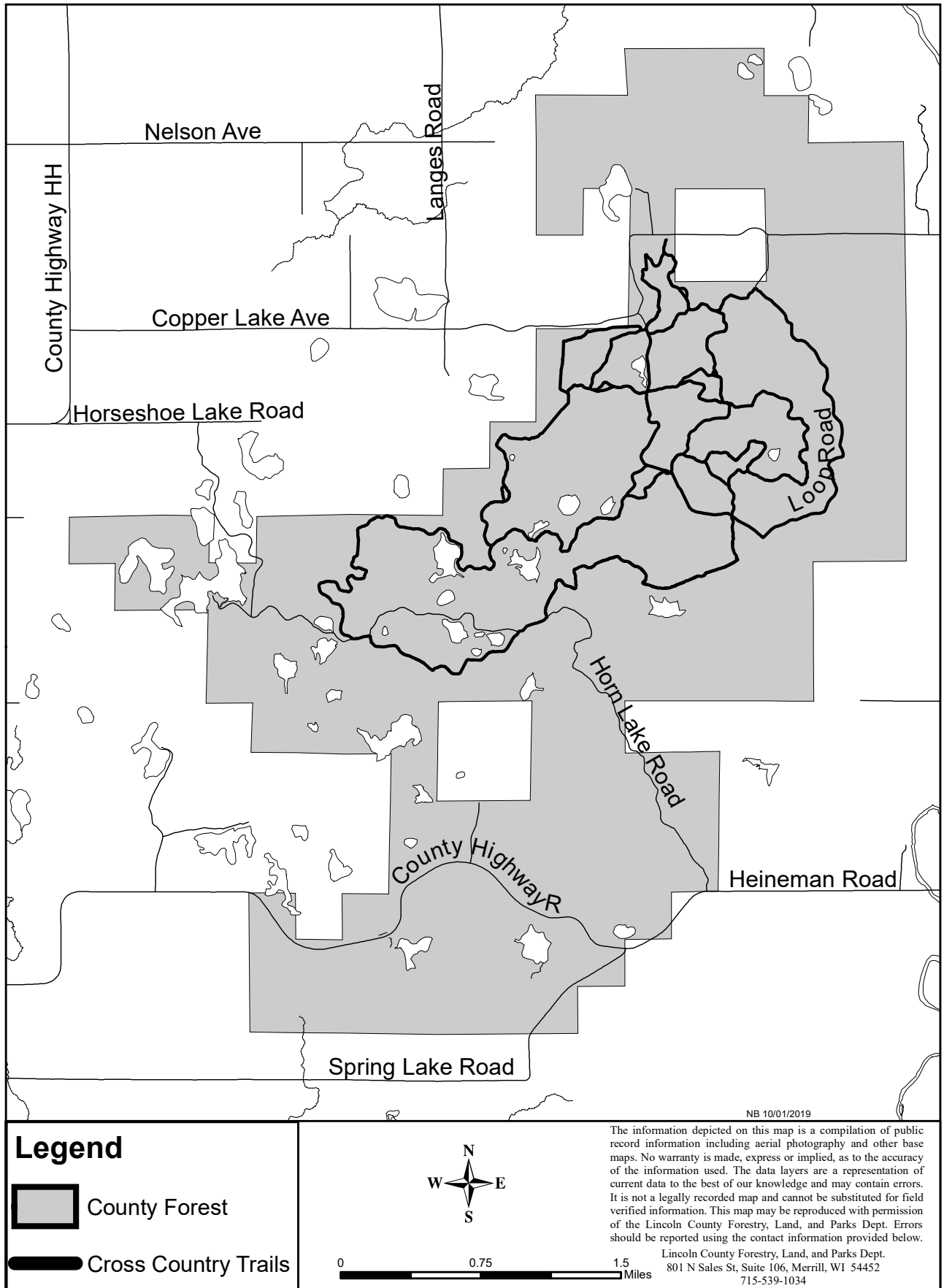
The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field verified information. This map may be reproduced with permission of the Lincoln County Forestry, Land, and Parks Dept. Errors should be reported using the contact information provided below.

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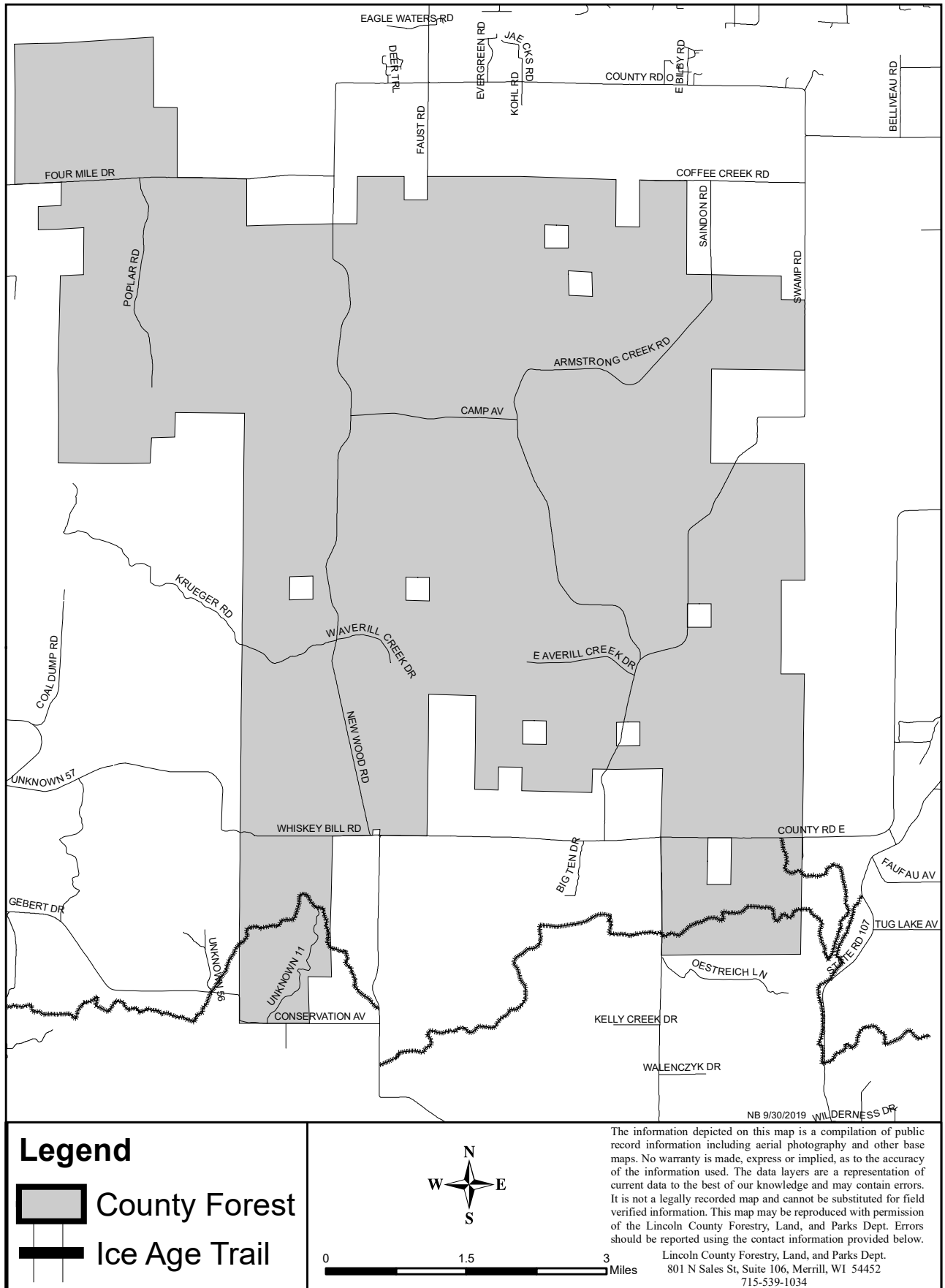
# 1020.5 Underdown Horse Trail



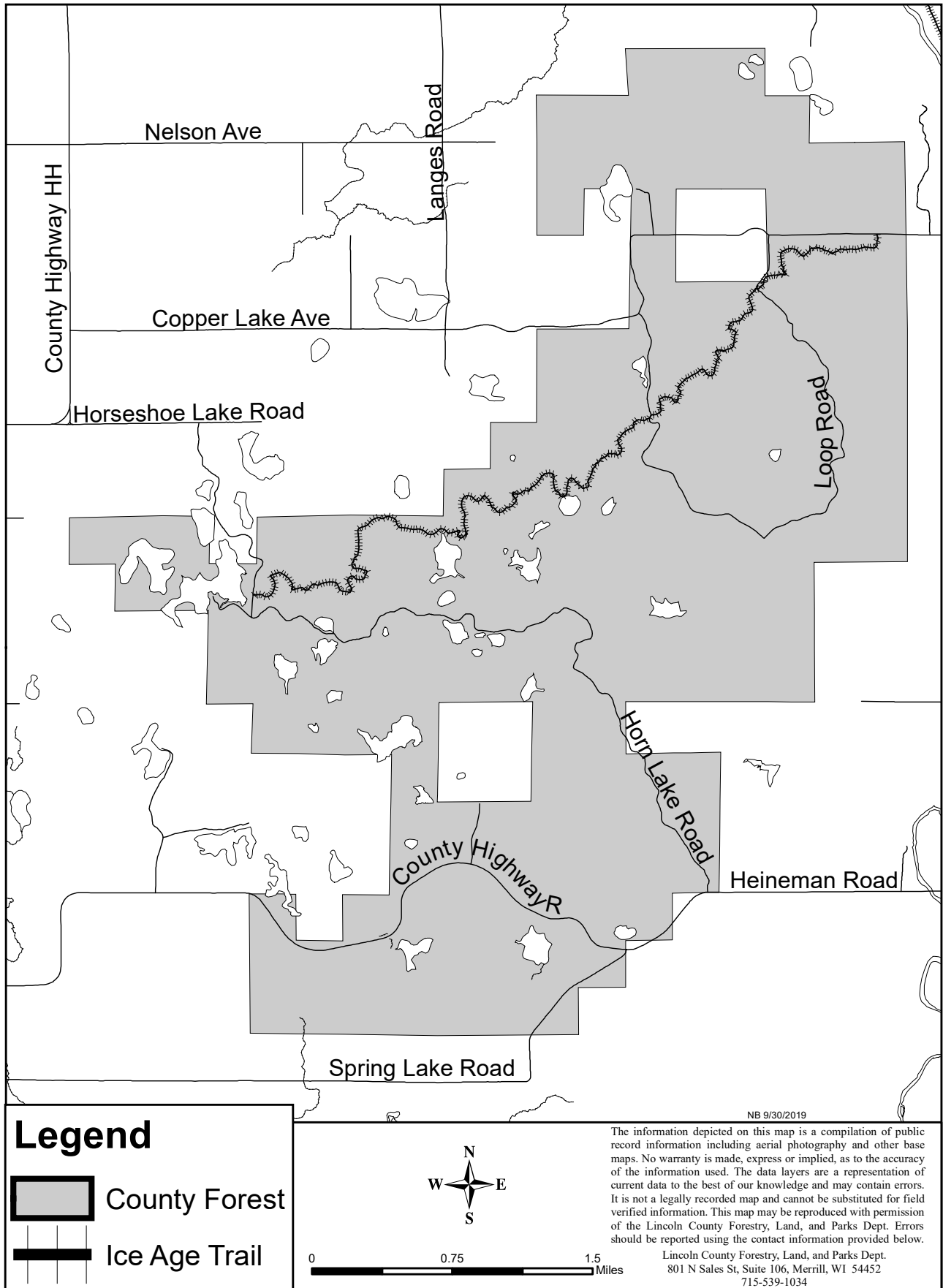
# 1020.6 Underdown Cross Country Ski Trail



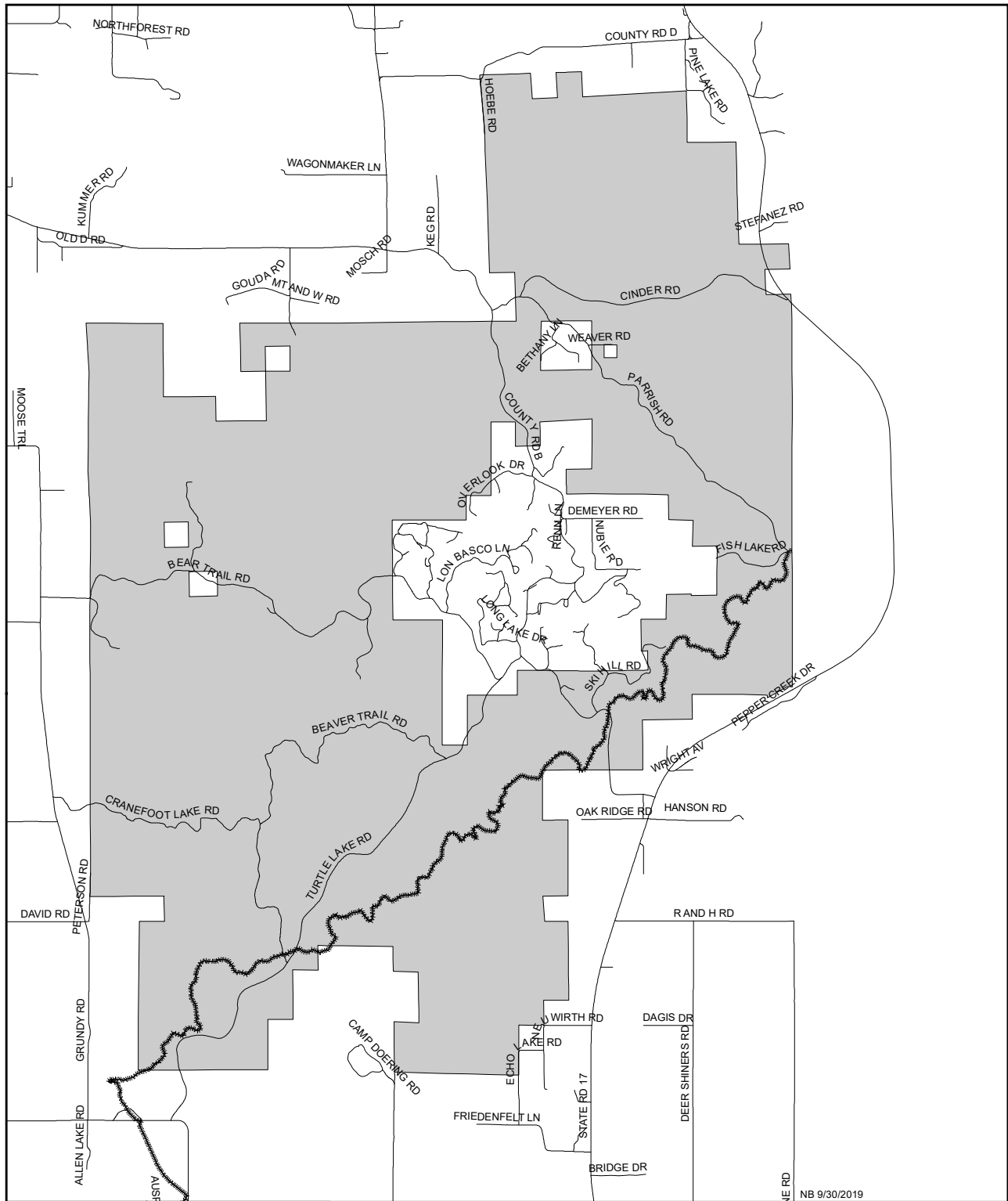
# 1020.7 Newwood Ice Age Trail



# 1020.8 Underdown Ice Age Trail





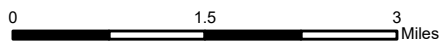
# 1020.9 Harrison Ice Age Trail



NB 9/30/2019

## Legend

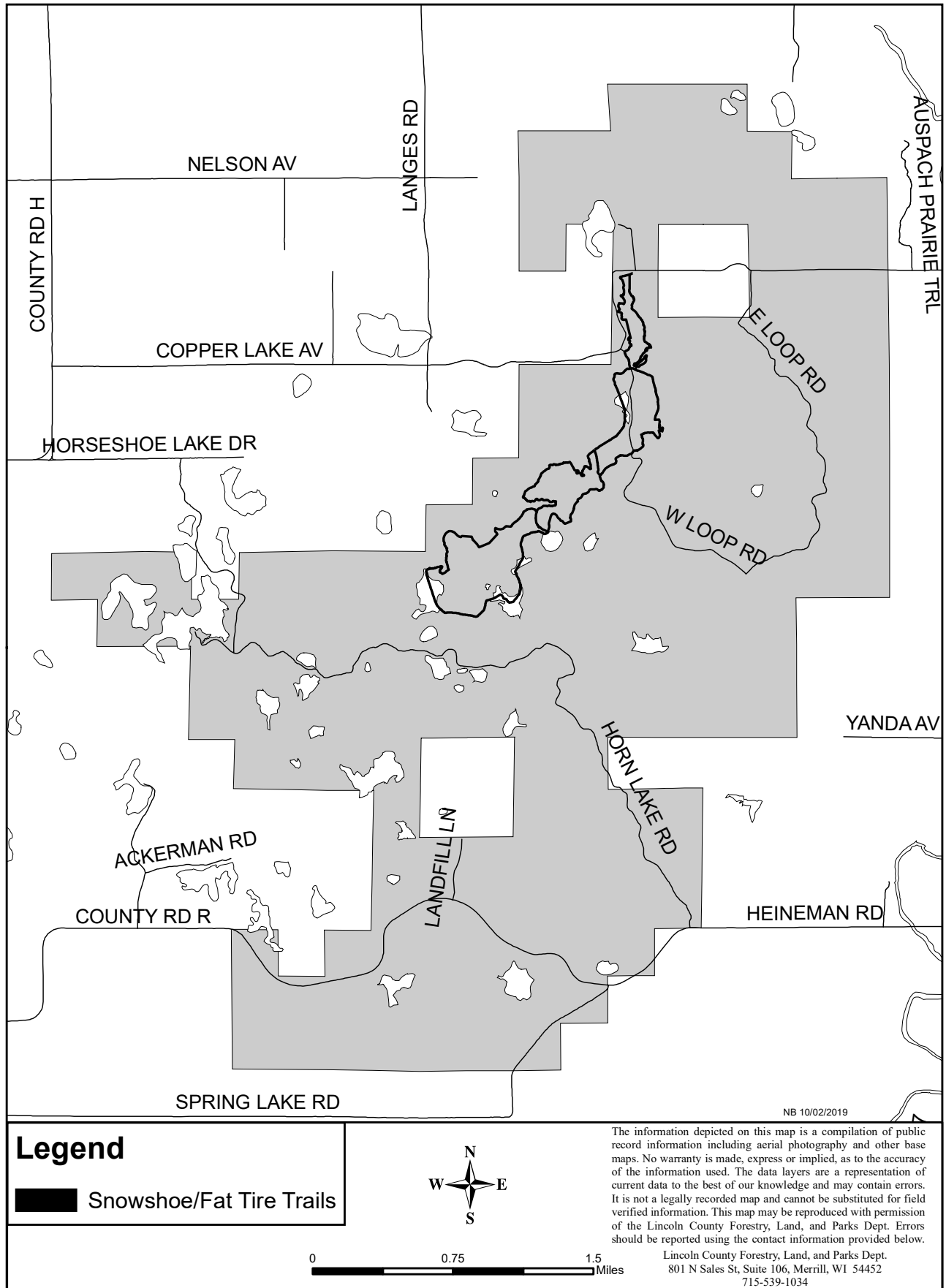
-  County Forest
-  Ice Age Trail




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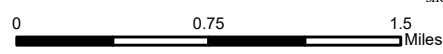
Lincoln County Forestry, Land, and Parks Dept.  
801 N Sales St, Suite 106, Merrill, WI 54452  
715-539-1034

# 1020.10 Underdown Snowshoe/Fat Tire Bike Trails



## Legend

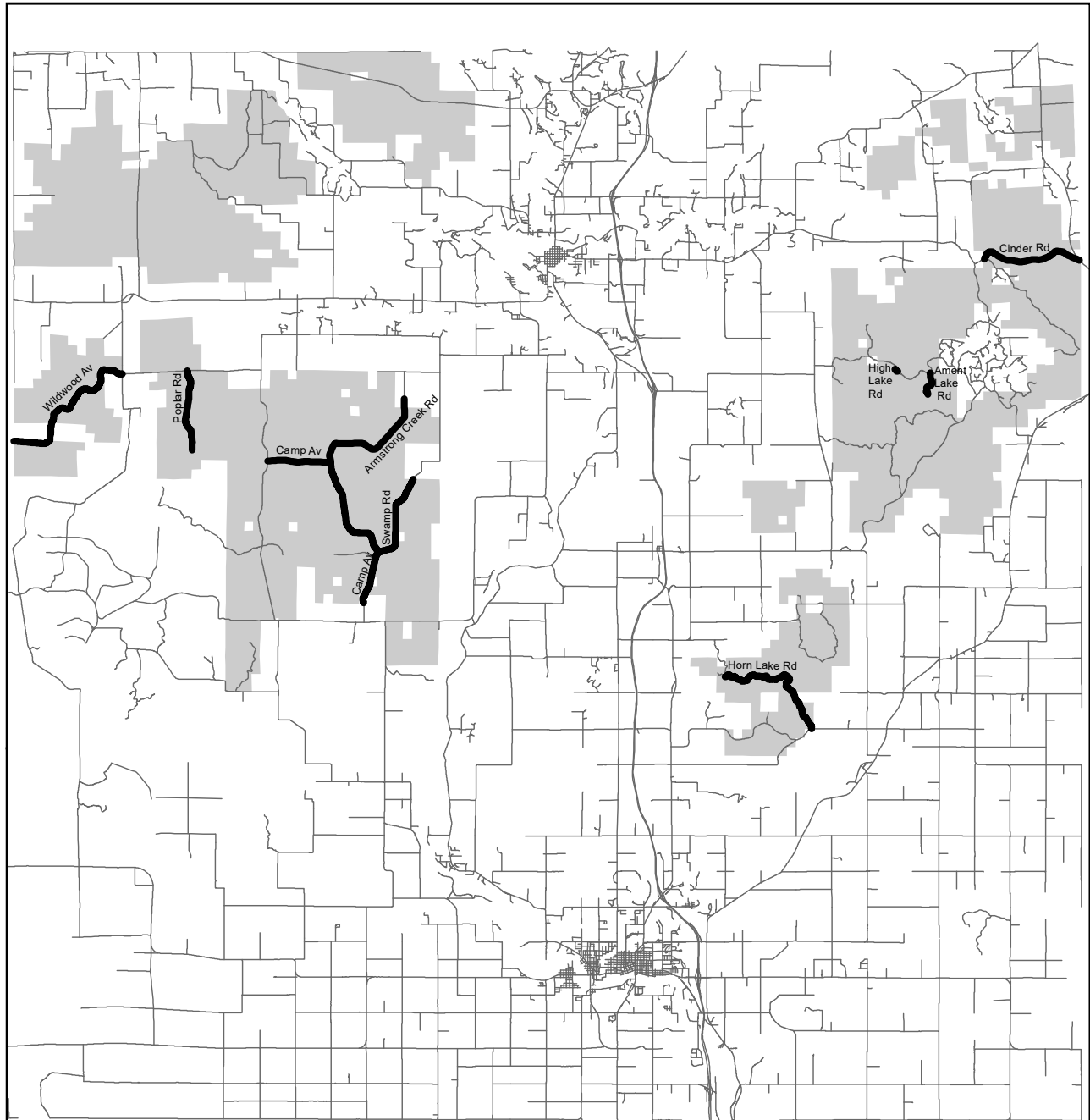
 Snowshoe/Fat Tire Trails



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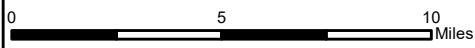
# 1020.11 Lincoln County Forest Certified Road Map



LR 9/30/19

**Legend**

-  Certified County Forest Roads
-  Other Roads
-  Lincoln County Forest



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