

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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CHAPTER 500

LAND MANAGEMENT AND USE

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500 LAND USE

500.1 OBJECTIVES

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

505 TIMBER SALES

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

505.1 FIELD PREPARATION OF TIMBER SALES

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

505.2 ADVERTISING FOR BIDS

After field work is completed and necessary reports receive DNR approval, the administrator shall prepare a sale prospectus and make it available to interested loggers. Under s. 28.11(6)(b) Wis. Stats, timber sale advertisements, at a minimum, will be by classified ad in a newspaper having general circulation in the county and on the county website. Ads shall be run once each week for two consecutive weeks, the last being at least one week prior to the bid opening. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in spring and fall, or as needed.

505.3 PROSPECTUS

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

1. Species to be harvested and estimated volume
2. Minimum acceptable bid or alternative bidding method
3. Maps of sale areas
4. Special contract provisions
5. Procedures for bidding
6. Bid forms
7. Timber sales bond

505.4 METHOD OF BIDDING

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

1. The bid price per unit of species product. The total value of the timber sale bid shall be indicated on both scaled and lump sum bids. The total bid value must meet or exceed the minimum acceptable bid value, as documented in the 2460.
2. A minimum of 25% of the bid value of each tract must accompany the bid as a bid bond, payable to Lincoln County.

505.5 AWARDING SALES

1. The high bidder is normally awarded the sale contract; however, the committee

reserves the right to reject any or all bids and accept the bid offer most advantageous to the county. Grounds for rejecting bids may include without limit:

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

505.6 SALE CONTRACTS

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

505.7 TIMBER SALE PERFORMANCE BOND

1. An irrevocable letter of credit issued by a bank which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation may be used in lieu of cash as a performance bond on sales. The letter of credit must be in effect for a minimum of 2 years and allow for possible extension(s) so that it will

remain in effect throughout the term of the contract for closeout of the contract or until written notice of completion or cancellation of the contract is received by the Lincoln County Forestry, Land and Parks Department.

2. The bid bond may be transferred to the performance bond.

505.8 CONTRACT PROVISIONS

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

505.8.1 Contract Number and Contract Name

Every contract shall have a unique numerical number and a unique name.

505.8.2 Contract Parties

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

505.8.3 Duration and Extension of Contracts

- A. All contracts will be issued for not less than 6 months nor more than 2 years, unless otherwise stated on advertisement and/or contracts. Contracts will be dated to expire on the anniversary of the sale. Exceptions may be made in cases of extenuating circumstances.
- B. The Administrator will review current conditions and renewal applications. A one-year extension may be granted with a 5% increase in the stumpage rates. A second extension may be granted with an additional 10% increase in stumpage rates. See Chapter 900 for renewal application and renewal policies.
- C. Unless extenuating circumstances exist, the maximum duration of a timber sale contract, including extensions, shall be 4 years. If circumstances are deemed reasonable, extensions may be granted with special stumpage rate

adjustments applied.

- D. If purchasers do not wish to have contracts renewed or extended appropriate penalties may be assessed.
- E. Purchasers who do not wish to have contracts renewed or extended due to severe physical or financial disability may request a release. The Committee shall determine whether or not a release will be granted and may withhold all or a portion of the bond deposit for damages or expenses accrued to re-sell the timber sale.

505.8.4 Termination of Contract by Seller

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.

505.8.5 Performance Bond, Damages, Future Contracts

This section of the contract is to identify the dollar amount and the duration of the performance bond. Also covered under this section of the contract are items to which the performance bond may be used to cover damages. This section also addresses County powers should damages exceed the performance bond amount. Examples of damages include:

- A. Undesignated timber removed
- B. Removal of timber without payment
- C. Value of timber not cut or removed under contract
- D. Damage to residual timber, roads or other infrastructure
- E. Restoration of sale area or area clean-up
- F. Costs associated with resale of timber not cut or removed
- G. Any other performance of contract to Sellers satisfaction

505.8.6 Title to Timber

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.

505.8.7 Payment Schedule

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.

505.8.8 Utilization Specifications

Typical standards are the following:

- 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.
- 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.

505.8.9 Training Requirement

The Purchaser is responsible for ensuring that the actual logging contractor engaged in performance of this Contract complies with the Wisconsin SFI[®] (Sustainable Forestry Initiative[®]) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC) Criteria for SFI standards can be found at the website www.fistausa.org/sfi_standards 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.

505.8.10 BMPs, Roads and Landings

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.

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>. 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-435-2014, unless specifically provided otherwise below. The publication can be found on the Council on Forestry website at:

<https://councilonforestry.wi.gov/Documents/WoodyBiomass/BHGFieldManual.pdf>

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.

505.8.11 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.

505.8.12 Liability and Workers Compensation Insurance

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. 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.

C. 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.

505.8.13 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.

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.

505.8.14 Forest Certification

The area encompassed by this timber sale 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%.

505.8.15 Other Contract Conditions

A. Waste

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.

B. Stump heights

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.

C. Zone/Unit completion

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.

D. Slash requirements

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. 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).

E. Forest fire/Insect/Disease prevention

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.

F. Survey monument restriction

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.

G. 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.

H. Independent contractor

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.

I. Assignment (sub-contracting)

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.

J. Right of inspection by seller

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.

K. Other conditions

DIGGERS HOTLINE. The Purchaser is responsible to contact the digger's 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.

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.

505.8.16 Attachments to Contract

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.

505.9 TIMBER SALE RESTRICTIONS

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

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

505.10 TIMBER SALE ROADS

1. The contractor will be responsible for securing legal access to sale areas across private or other non-county ownership.
2. The contractor will be responsible for securing permission to conduct logging activities within town, county or state road rights-of-way (e.g. decking, skidding)
3. Forestry personnel will approve the lay-out of all roads and make other necessary special provisions within the sale contract.
4. Skidding, decking, or other logging activity is not allowed on County Forest roads or ditches unless approved by Forestry Department personnel. These areas will be kept free from logging debris. County Forest access roads will be maintained by the logger and be left in good as original condition at the close of the sale. Roads will be inspected by county personnel to insure minimal resource damage.
5. A timber sale purchaser may request permission to gate a timber sale access road. The administrator may grant a gate permit to prohibit only motorized traffic.

505.11 SUPERVISING SALES

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

505.12 FOREST PRODUCTS ACCOUNTABILITY

505.12.1 Scaling Merchantability

1. Sawlogs will be scaled by the Scribner Decimal C. log rule following Lake States Northern Hardwood Grading Rules. A log is defined as:
 - 10” diameter or larger inside bark (d.i.b.) at 8' in length (plus trim) for hardwood
 - 8” diameter or larger inside bark (d.i.b.) small end at 8' in length for softwood
 - Minimum net scale of 50% of the gross scale of the log
2. The standard unit of measure for cordwood is measuring 4' x 4' x 8' of

unpeeled wood. A pulpwood tree contains at least one 1- 8' stick, to a minimum top diameter as defined in the contract.

3. The DNR [Timber Sale Handbook](#) will be used as a guide in determining the conversion rates for posts, poles, bolts, chips, weight- scaled wood or other types of forest products.

505.12.2 Utilization Standards

Utilization standards will be specified on individual contracts to provide maximum utilization of all merchantable timber and will be based on the scaling standards noted in the contract.

505.12.3 Methods of Accountability

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

1. The ticket system utilizes serialized three-part tickets. The lockbox portion of the ticket must be completely filled out and deposited into the lockbox as each load leaves the sale area. When transporting forest products, the mill and trucker portion of the lock box ticket applicable to a particular load shall be in the possession of the truck driver. The mill portion of the lock box ticket shall be left with the mill where the forest products are scaled. If the mill does not accept the mill copy of the ticket, it shall be returned to the Seller with the trucker copy. The trucker copy of the lock box ticket shall be returned with the scale slip for the load to the Seller. Mill scale will be accepted for volume determination. Prepayment of the approximate stumpage value of the wood to be hauled per ticket may be required.
2. Wood may also be scaled on the landing by a County or DNR Forester. This method is generally used for sawlogs or firewood. Payment for wood products scaled is normally within 30 days of billing.
3. Lump sum sales may be utilized and divided into cutting units when practical. Payment for a cutting unit must be received in full before any

cutting begins in that unit.

505.13 SPECIAL FOREST PRODUCT PERMITS

1. A written permit for taking fuelwood for personal use must be purchased for a specific area designated on the permit.
2. A written permit for cutting boughs for personal or commercial use will be issued for a specific area designated in the permit. Bough payment rate will be set by the Forestry, Land and Parks Committee.
3. Written permits may be issued for special forest products for community or personal use, with fees established by the Forestry, Land and Parks Committee.

Stumpage of fuelwood, Christmas trees, boughs, posts and poles and other special forest products for resale will be handled as a regular timber sale.

510 TIMBER THEFT

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

510.1 TIMBER THEFT INVESTIGATION

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

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

515 ENCROACHMENTS

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

1. The county will establish property boundaries; if necessary, a legal survey will be conducted.
2. The county will gather all facts.
3. The Committee, in consultation with the forest administrator, county legal counsel, and the DNR, will make a decision as to the disposition of the case.
 - A. All above ground encroachments that are movable will be removed from county property.
 - B. Permanent type facilities, such as homes, garages, and septic systems shall be addressed individually and commonly be removed but may be handled by a land use agreement in rare situations. For example, when the encroachment will be removed within a short and defined time period (e.g. septic system needs replacing, dilapidated structure needs to be rebuilt and relocated) may be removed or handled by a land use agreement. Sale or transfer of the encroachment should remain an option depending on the circumstances involved and the viability of an adverse possession claim (s. 893.29 Wis. Stats.).
 - C. Provisions in the land use agreement, if that option is pursued, may include granting the encroacher permission to encroach on the County Forest lands with the following stipulations: no other encroachments will be allowed; the permit is non-transferable; the county must be notified once encroachment is terminated; county continues full ownership and control of property; permittee agrees to waive any rights to any future declaration of ownership or interest in the encroached county property; county reserves the right to cancel the permit and the permit is to be filed in the office of the Lincoln County Forestry Department and all fees

related to the land use permit shall be paid by the permittee.

D. A sample copy of the Land Use Permit can be found in Chapter 1010.19.

520 SPECIAL USES

1. Recognizing the vast potential for a variety of special uses of the County Forest by governmental units, businesses, organizations or individuals, the committee may designate specified areas for special uses. Specific management methods are to be considered on these areas. Uses must be consistent with the intent and purposes of the County Forest Law.
2. All requests for specialized uses of any County Forest lands will require a permit authorized by the Committee.
3. A list of existing special use permits can be found in Chapter 1000.

520.1 SAND AND GRAVEL

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

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

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

All active, nonmetallic sites greater than one acre in size, including those on the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation

Program, Chapter NR 135, Wis. Adm. Code. The County Forestry Department shall work with the local permit coordinator (often county or local zoning office) in obtaining the necessary permits for nonmetallic mining operations.

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

520.2 EXPLORATION, PROSPECTING, AND MINING

1. The committee may investigate all mineral exploration, prospecting and mining requests as they are received.
2. The DNR shall be notified of all requests as they become known in accordance with s. 28.11(3)(i) and (j) and with DNR Manual Code 2712.1 or other codes which may be subsequently adopted.

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

520.3 SANITARY LANDFILLS

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

520.4 MILITARY MANEUVERS

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

in this matter.

520.5 PUBLIC UTILITIES.

Easements for public utilities may be considered by the Committee. Underground installations will be encouraged. The following main provisions shall be included in any County Board resolution granting permission for construction of any utility transmission line:

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

520.6 ACCESS TO PRIVATE LAND

The Department has determined that granting a private easement across county forest lands is not consistent with the County Forest Law program. This determination is based

on an Attorney General opinion (OAG-08-10). Easement grants to individuals are generally determined to be an exclusive right on a publicly owned asset. Counties are generally restricted from granting easements on county forest lands unless the easement helps to achieve the purposes of the County Forest Law program unless the overall management of the forest could be improved by granting the easement or if the easement grant will serve a greater public good.

520.6.1 Temporary Access

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

520.6.2 Access Agreements

Requests for access to private lands may be made by private parties to build or improve access roads through the County Forest. Access agreements will be considered on a case-by-case basis and with the understanding that the County is not legally obligated to provide access to private lands. The Committee may elect to waive these fees in cases of agreement renewals or in cases of existing roads or driveways. The following stipulations will be adhered to before an "Access Permit" is granted.

1. Access across County Forest lands must be documented by the applicant as the route of last resort, including evidence of an offer of fair compensation for access across other private lands. Proposed uses must be documented by the applicant.
2. No legal easement will be granted, just permission to cross County Land.
3. The permit fee is \$100.00 plus any costs incurred by the County. The permit is made by and between the County and the property owner. The permit is

non-transferrable and solely for the accommodation of Permittee and subsequent property owners must secure their own agreement. If additional time and material is required to establish access site, the Permittee agrees to reimburse the County for said expense.

4. Accessway 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.
5. All wood cut is the property of Lincoln County.
6. Roadway must be opened to the public through County land. No gates, signs or other articles may be erected on County land without permission.
7. The County continues full ownership of the improved roadway; however it shall not be liable for maintenance or upkeep of the road.
8. Permittee waives any rights to any declaration of ownership or interest in the accessway on County land. The access permit is granted upon signature and any fees being received by the Lincoln County Forestry Department.
9. If permit conditions or fees are unsatisfactory to the access permit applicant, the applicant may appeal to the Forestry, Land and Parks Committee.

The standard Access Permit Agreement is included in Chapter 1010.4.

520.6.3 Prescriptive Easements

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

520.6.4 Other Types of Access

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

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

520.7 PRIVATE UTILITY SERVICE LINES

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

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

520.8 COMMUNICATION TOWERS

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

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

3. A request to withdraw lands from County Forest Law by a private communication company shall follow withdrawal protocol.
4. Lincoln County shall be provided use of such tower at a price established by the Committee.
5. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8).

520.9 OTHER

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

525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

Ordinance No. 210-92, adopted by the County Board of Supervisors of the County of Lincoln on January 21, 1992, authorizes Lincoln County to require permits for gathering miscellaneous forest products on County land by Native American treaty rights participants. The ordinance, Section 16.07 of the General Code of Lincoln County, adopts language of, and complies with, the Federal District Court decision and states as follows:

1. Any treaty rights participant interested in gathering firewood, tree bark, maple sap, lodge poles, boughs, marsh hay or other miscellaneous forest products (except fruits, seeds, or berries not enumerated in County ordinances) from County land shall obtain a County gathering permit from the County forestry office. The County shall respond to the gathering permit request no later than 14 days after receipt of the request. The gathering permit shall indicate the location of the material to be gathered, the volume of material to be gathered, and conditions of the gathering of the material necessary for conservation of the timber and miscellaneous forest products on the County land, or for public health or safety.
2. The County may not deny a request to gather miscellaneous forest products

on county property under this section unless: (a) the gathering is inconsistent with the management plan for the property, (b) the gathering will conflict with the pre-existing rights of a permittee or other person possessing an approval to conduct an activity on the property, including a contractor of the county or, (c) is otherwise inconsistent with conservation or public health or safety. See subchapter IV, Ch.NR13, Wis. Adm. Code.