

**Lincoln County**  
**Forestry, Land and Parks Committee**  
**Tuesday, December 17, 2019 at 9:00 a.m.**  
**801 N. Sales Street, Conference Room 107**

**AGENDA**

1. Call meeting to order.
2. Approve minutes of November 11, 2019 meeting.
3. Review year to date budget report.
4. Comments from members of the public or invited guests.
5. Open and award land sale bids.
6. Open and award timber sale bids.
7. Website promotion of County recreational facilities.
8. Free Underdown Trail use weekend.
9. Review approve draft chapters 500 and 600 of 15-year plan.
10. WDNR Report – Bill Groth.
11. Review Administrator’s written report.
12. Close timber sales.
13. Set next meeting date.
14. Closed Session.  
    Convene into closed session pursuant to §19.85 (1) (c).  
    Review job performance evaluation of the County Forest Administrator.
15. Open Session.  
    Take any necessary action on items discussed during closed session.
16. Adjourn meeting.

**DISTRIBUTION:**

Forestry, Land and Parks Committee  
Members - William Bialecki (E), Kevin Koth (E), Corey Nowak (E), Frank Saal, Jr., Timothy Panfil

Administration Coordinator  
Other County Board Supervisors  
Department Heads

News Media - Notified on \_\_\_\_\_ at \_\_\_\_\_ m. by \_\_\_\_\_

Bulletin Boards:  
Service Center - Posted on \_\_\_\_\_ at \_\_\_\_\_ m. by \_\_\_\_\_

**There may be a quorum of other Lincoln County committees present at this meeting.**  
**Requests for reasonable accommodations for disabilities or limitations should be made prior to the date of this meeting. You may contact the County Clerk at 715-539-1019. Please do so as early as possible so that proper arrangements can be made. Requests are kept confidential.**

#### GENERAL REQUIREMENTS:

1. Must be held in a location which is reasonably accessible to the public.
2. Must be open to all members of the public unless the law specifically provides otherwise.

#### NOTICE REQUIREMENTS:

1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statute.
2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

#### MANNER OF NOTICE:

Date, time, place, and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to give notice to the public.

#### TIME FOR NOTICE:

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is a good cause that such notice is impossible or impractical.

#### EXEMPTIONS FOR COMMITTEES AND SUB-UNITS:

Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful meeting to act or deliberate upon a subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place, and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

#### PROCEDURE FOR GOING INTO CLOSED SESSION:

1. Motion must be made, seconded, and carried by roll call majority vote and recorded in the minutes.
2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

#### STATUTORY EXEMPTIONS UNDER WHICH CLOSED SESSIONS ARE PERMITTED:

1. Deliberation of judicial or quasi-judicial matters. Sec. 19.85(1)(a)
2. Considering dismissal, demotion, or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b).
3. Considering employment, promotion, compensation, or performance evaluation data of any public employee. Sec. 19.85(1)(c).
4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d).
5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(c).
6. Considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public would likely have an adverse effect on the reputation of the person referred to in such data. Sec. 19.85(1)(f).
7. Conferring with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g).
8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h).

#### CLOSED SESSION RESTRICTIONS:

1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session within twelve (12) hours unless proper notice of this sequence was given at the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.

#### BALLOTS, VOTES, AND RECORDS:

1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.
2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.
3. Motions and roll call votes must be preserved in the record and be available for public inspection.

#### USE OF RECORDING EQUIPMENT:

The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

#### LEGAL INTERPRETATION:

1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
  2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
- PENALTY:** Upon conviction, any member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than \$25.00 nor more than \$300.00 for each.

**Lincoln County Forestry, Land and Parks Committee**  
**Minutes of**  
**Monday, November 11, 2019 @ 9:00 A.M.**  
**Lincoln County Service Center, Conference Room 107**  
**801 N. Sales St., Suite 106, Merrill, WI 54452 \*\*715-539-1034\*\***

**Members Present:** William Bialecki, Timothy Panfil, Frank Saal, Corey Nowak, Kevin Koth

**Members Absent:**

**Members Excused:**

**Visitors:** Kevin Kleinschmidt, Amy Krueger, Dean Bowe, Nick Behrens, Lee Ralf, Scott Heffernon

1. Call meeting to order. The Lincoln County Forestry, Land and Parks Committee met on Monday, November 11, 2019, in Conference Room 107, Lincoln County Service Center. The meeting was called to order by Chair, Saal at 9:00 a.m.

2. Approve minutes of October 9, 2019. Motion by Nowak, second by Koth to approve the minutes of October 9, 2019 meeting as printed. All ayes. Motion carried.

3. Review year to date budget report. The Committee reviewed budget report and placed on file.

4. Comments from members of the public or invited guests. None.

5. Open and award land sale bids. No land bids received.

6. Open timber sale bids. Kevin welcomed those present, made introductions, and explained the bid opening procedure. Timber sales bids were opened and read. Thirteen bids were received on eight of the seventeen jobs advertised totaling an estimated value of \$392,918.70. Nine sales received no bids. The committee will accept bids on the remaining sales at their December 17, 2019 meeting.

7. Swamp Road Snowmobile/Winter ATV route. Kevin reported on request to open an additional 1.3 miles on the north end of Swamp Road to make a connection to Corridor 19. Motion by Nowak, second by Panfil to open as Snowmobile/Winter ATV route. All ayes. Motion carried.

8. Approve organized events at Underdown. - a) Fat tire bike – February 8, 2020  
b) Snow Shoe race – February 9, 2020

Kevin reported that the Fat tire bike and Snow Shoe race are a part of the Badger State Games. Motion by Koth to approve, second by Nowak. All ayes. Motion carried.

9. Review and award truck bid. Kevin announced that four options were received from one dealer. Discussion followed on each option. Motion by Nowak to approve bid number four by Brickners Park City, second by Saal. All ayes. Motion carried.

10. Review and approve draft chapters 300 and 400 of 15-Year Plan. Kevin went over each chapter and discussion followed. Motion by Bialecki, second by Panfil to approve Chapters 300 and 400. All ayes. Motion carried.

11. Sohn land trade S23-T33N-R7E. Kevin discussed potential land trade with property owners along Copper Lake Road. A formal survey recently conducted found that property lines are slightly different from what has been historically used. Kevin has discussed this issue with the affected landowners and it is in everyone's best interest to adjust the lines to what has been used in the past. Motion to approve land trade by Saal, second by Panfil. All ayes. Motion carried.

12. Website promoting of county recreational facilities. Kevin indicated that he spoke with IT about adding an additional tab on the Forestry Departments page to provide info on Access to Water. Discussion took place regarding a Recreation tab on the County's main page of its website to make all recreational information easily accessible to the public. This item will be put on next month's agenda.

13. Review 5-year recreational plan survey. Nowak requested this be put on the agenda to discuss possible development of an intensive use area. Kevin mentioned that this use is not consistent with Forest Crop Law or Forest Certification guidelines, but long-range planning has discussed the possibility of developing this type of use at Theis pit when it no longer functions as a gravel pit. This could be put down as a potential goal in the Fifteen-Year Plan for the Mail Route Block.

14. Award timber sale bids. Discussion took place on timber sale bids. Motion by Bialecki to award to the high bidder, pending any reference checks or mathematical errors, second by Koth. All ayes. Motion carried.

15. WDNR Report – Bill Groth. Bill and Janet both were unable to attend the meeting. Kevin reported on wildlife opening mowing and Camp 26 Grouse management work currently being done with grant money, Trapper Morrison and Camp 26 signage, and a fourth-positive CWD hit being found in Oneida County. DNR timber marking is completed on the county forest and sales are being cruised.

16. Review Administrator's written report. Kevin reported that Fall ATV maintenance is done and X-C trail work is beginning. All land sale payments are in from the October sale. Kevin distributed the Recreation Officer's report. The Administrator's report was reviewed and placed on file.

14. Close timber sales.

T008-19	Twin Forest Products	Close and return Cash Bond
T014-19	Twin Forest Products	Close and return Cash Bond
T025-17	Futurewood	Close and return Irrevocable Letter Of Credit
T013-19	Country Forest Products	Close and return Irrevocable Letter Of Credit
T021-16	Bruce Dassow	Close and return Irrevocable Letter Of Credit
T042-19	Country Forest Products	Close and return Cash Bond

Motion by Saal, second by Nowak to close sales per Kevin's recommendation. All ayes. Motion carried.

15. Set next meeting date. The next Forestry, Land & Parks Committee Meeting is set as follows:  
Tuesday, December 17, 2019 at 9:00 a.m., LCSC Conference Room 107  
Monday, January 6, 2020 at 9:00 a.m., LCSC Conference Room 107

16. Adjourn meeting. Motion by Bialecki, second by Saal to adjourn meeting at 9:45 a.m. All ayes. Motion carried.

Minutes prepared by Kevin Kleinschmidt and Amy Krueger

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FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0062 FORESTRY							
0000 DIVISION							
62000000 511000 UNDISTRIBUTED S	0	0	0	34,536.67	.00	-34,536.67	100.0%*
62000000 520000 UNDISTRIBUTED F	0	0	0	9,929.31	.00	-9,929.31	100.0%*
62000059 598000 TRANSFER OUT	0	0	0	1,206,934.00	.00	-1,206,934.00	100.0%*
TOTAL DIVISION	0	0	0	1,251,399.98	.00	-1,251,399.98	100.0%
0100 FORESTRY STATE AID							
62010000 511000 10100 STATE AID	35,000	0	35,000	.00	.00	35,000.00	.0%
62010000 520000 10100 STATE AID	15,000	0	15,000	.00	.00	15,000.00	.0%
TOTAL FORESTRY STATE AID	50,000	0	50,000	.00	.00	50,000.00	.0%
0101 WILDLIFE HABITAT							
62010100 511000 10101 WILDLIFE H	650	0	650	.00	.00	650.00	.0%
62010100 520000 10101 WILDLIFE H	200	0	200	.00	.00	200.00	.0%
62010100 571000 10101 WILDLIFE H	4,040	0	4,040	2,295.98	.00	1,744.02	56.8%
62010100 596001 10101 WILDLIFE H	150	0	150	.00	.00	150.00	.0%
TOTAL WILDLIFE HABITAT	5,040	0	5,040	2,295.98	.00	2,744.02	45.6%
0102 CCF							
62010200 511000 10102 CCF SALARI	1,957	0	1,957	423.03	.00	1,533.97	21.6%
62010200 520000 10102 CCF FRINGE	734	0	734	244.70	.00	489.30	33.3%
62010200 571000 10102 CCF MISCEL	1,223	0	1,223	3,849.00	.00	-2,626.00	314.7%*
62010200 596001 10102 CCF EQUIPM	978	0	978	757.95	.00	220.05	77.5%
TOTAL CCF	4,892	0	4,892	5,274.68	.00	-382.68	107.8%
0103 SNOWMOBILE STATE AID							
62010300 511000 10103 SNOWMOBILE	0	0	0	672.16	.00	-672.16	100.0%*

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FOR 2019 13

			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
62010300	520000	10103	SNOWMOBILE	0	0	0	245.66	.00	-245.66	100.0%*
62010300	571000	10103	SNOWMOBILE	0	14,131	14,131	5,532.28	.00	8,598.72	39.1%
62010300	595000	10103	SNOWMOBILE	78,350	0	78,350	87,120.00	.00	-8,770.00	111.2%*
62010300	596001	10103	SNOWMOBILE	0	0	0	197.80	.00	-197.80	100.0%*
TOTAL SNOWMOBILE STATE AID			78,350	14,131	92,481	93,767.90	.00	-1,286.90	101.4%	
0104 ATV STATE AID										
62010400	511000	10104	ATV SALARI	9,584	0	9,584	12,683.43	.00	-3,099.43	132.3%*
62010400	520000	10104	ATV FRINGE	3,195	0	3,195	7,193.58	.00	-3,998.58	225.2%*
62010400	571000	10104	ATV MISCEL	1,598	51,517	53,115	1,192.43	.00	51,922.57	2.2%
62010400	595000	10104	ATV CLUB E	23,565	0	23,565	25,521.50	.00	-1,956.50	108.3%*
62010400	596001	10104	ATV EQUIPM	1,598	0	1,598	14,670.80	.00	-13,072.80	918.1%*
TOTAL ATV STATE AID			39,540	51,517	91,057	61,261.74	.00	29,795.26	67.3%	
0106 FOREST ROAD AID										
62010600	511000	10106	FOREST ROA	4,120	0	4,120	4,757.47	.00	-637.47	115.5%*
62010600	520000	10106	FOREST ROA	1,648	0	1,648	2,646.17	.00	-998.17	160.6%*
62010600	571000	10106	FOREST ROA	824	0	824	3,073.81	.00	-2,249.81	373.0%*
62010600	596000	10106	FOREST ROA	1,648	0	1,648	9,449.95	.00	-7,801.95	573.4%*
TOTAL FOREST ROAD AID			8,240	0	8,240	19,927.40	.00	-11,687.40	241.8%	
0108 COUNTY FORESTRY										
62010800	511000	CO	FORESTRY SAL	294,067	0	294,067	257,308.25	.00	36,758.75	87.5%
62010800	511001	CO	FORESTRY PER	1,500	0	1,500	3,116.26	.00	-1,616.26	207.8%*
62010800	520000	CO	FORESTRY FRI	143,472	0	143,472	108,721.37	.00	34,750.63	75.8%
62010800	531010	CO	FORESTRY AUD	1,700	0	1,700	.00	.00	1,700.00	.0%
62010800	531320	CONTRACTED	SERV	5,000	0	5,000	.00	.00	5,000.00	.0%
62010800	551000	CO	FORESTRY INS	10,000	0	10,000	11,054.84	.00	-1,054.84	110.5%*
62010800	552001	CO	FORESTRY TEL	1,500	0	1,500	468.79	.00	1,031.21	31.3%
62010800	554001	PRINTING	ALLOCA	800	0	800	761.92	.00	38.08	95.2%
62010800	555000	CO	FORESTRY TRA	5,000	0	5,000	1,088.85	.00	3,911.15	21.8%
62010800	560000	CO	FORESTRY OFF	1,500	0	1,500	772.81	.00	727.19	51.5%

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FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62010800 571000 CO FORESTRY MIS	25,000	0	25,000	34,211.45	.00	-9,211.45	136.8%*
62010800 591000 CO FORESTRY DEP	90,000	0	90,000	.00	.00	90,000.00	.0%
62010800 596001 CO FORESTRY EQU	35,000	0	35,000	23,162.26	.00	11,837.74	66.2%
62010800 596002 CO FORESTRY BUI	11,250	0	11,250	.00	.00	11,250.00	.0%
62010800 596005 ROAD AIDS ALLOC	25,000	0	25,000	.00	.00	25,000.00	.0%
TOTAL COUNTY FORESTRY	650,789	0	650,789	440,666.80	.00	210,122.20	67.7%
0109 PARKS							
62010900 511000 PARKS SALARIES	72,203	0	72,203	95,078.32	.00	-22,875.32	131.7%*
62010900 511001 PARKS PER DIEM	1,500	0	1,500	.00	.00	1,500.00	.0%
62010900 520000 PARKS FRINGE	32,551	0	32,551	35,171.78	.00	-2,620.78	108.1%*
62010900 531320 CONTRACTED SERV	50,000	0	50,000	.00	.00	50,000.00	.0%
62010900 551000 PARKS INSURANCE	3,300	0	3,300	.00	.00	3,300.00	.0%
62010900 552001 PARKS TELEPHONE	800	0	800	210.79	.00	589.21	26.3%
62010900 554001 PRINTING ALLOCA	700	0	700	592.60	.00	107.40	84.7%
62010900 555000 PARKS TRAVEL TR	400	0	400	.00	.00	400.00	.0%
62010900 560000 PARKS OFFICE SU	1,500	0	1,500	302.85	.00	1,197.15	20.2%
62010900 570000 PARKS RECREATIO	15,000	0	15,000	.00	.00	15,000.00	.0%
62010900 571000 PARKS MISCELLAN	8,000	0	8,000	6,960.68	.00	1,039.32	87.0%
62010900 596001 PARKS EQUIPMENT	20,000	0	20,000	24,211.82	.00	-4,211.82	121.1%*
62010900 596002 PARKS BUILDING	8,750	0	8,750	.00	.00	8,750.00	.0%
TOTAL PARKS	214,704	0	214,704	162,528.84	.00	52,175.16	75.7%
0110 FORESTRY BUILDING							
62011000 511000 FORESTRY BUILDI	0	0	0	2,004.52	.00	-2,004.52	100.0%*
62011000 520000 FORESTRY BUILDI	0	0	0	718.52	.00	-718.52	100.0%*
62011000 571000 FORESTRY BUILDI	0	0	0	7,475.68	.00	-7,475.68	100.0%*
62011000 596001 FORESTRY BUILDI	0	0	0	1,644.43	.00	-1,644.43	100.0%*
TOTAL FORESTRY BUILDING	0	0	0	11,843.15	.00	-11,843.15	100.0%
0112 LAND AGENT							
62011200 511000 LAND AGENT SALA	8,047	0	8,047	9,376.40	.00	-1,329.40	116.5%*

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FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62011200 511001 LAND AGENT PER	2,000	0	2,000	.00	.00	2,000.00	.0%
62011200 520000 LAND AGENT FRIN	4,377	0	4,377	3,534.36	.00	842.64	80.7%
62011200 552001 LAND AGENT TELE	500	0	500	120.44	.00	379.56	24.1%
62011200 554001 PRINTING ALLOCA	400	0	400	338.62	.00	61.38	84.7%
62011200 555000 LAND AGENT TRAV	200	0	200	.00	.00	200.00	.0%
62011200 560000 LAND OFFICE SUP	800	0	800	173.06	.00	626.94	21.6%
62011200 571000 LAND AGENT MISC	700	0	700	.00	.00	700.00	.0%
62011200 596001 LAND AGENT EQUI	1,600	0	1,600	.00	.00	1,600.00	.0%
62011200 596002 LAND AGENT BUIL	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL LAND AGENT	23,624	0	23,624	13,542.88	.00	10,081.12	57.3%
0113 BEAVER							
62011300 511000 SALARIES AND WA	0	0	0	13.44	.00	-13.44	100.0%*
62011300 520000 EMPLOYEE BENEFIT	0	0	0	7.38	.00	-7.38	100.0%*
62011300 532000 BEAVER EXPENDIT	5,000	17	5,017	3,001.00	.00	2,016.00	59.8%
TOTAL BEAVER	5,000	17	5,017	3,021.82	.00	1,995.18	60.2%
0114 FORESTRY EQUIPMENT							
62011400 511000 EQUIPMENT SALAR	0	0	0	7,326.07	.00	-7,326.07	100.0%*
62011400 520000 EQUIPMENT FRING	0	0	0	3,422.95	.00	-3,422.95	100.0%*
62011400 543000 EQUIPMENT REPAI	0	0	0	13,487.84	.00	-13,487.84	100.0%*
62011400 562001 EQUIPMENT FUEL	0	0	0	16,731.61	.00	-16,731.61	100.0%*
62011400 571000 EQUIPMENT MISCE	0	0	0	221.79	.00	-221.79	100.0%*
62011400 596001 EQUIPMENT EQUIP	0	0	0	-73,176.69	.00	73,176.69	100.0%
TOTAL FORESTRY EQUIPMENT	0	0	0	-31,986.43	.00	31,986.43	100.0%
0115 PHOTO							
62011500 561410 PHOTO EXPENDITU	10,626	0	10,626	.00	.00	10,626.00	.0%
TOTAL PHOTO	10,626	0	10,626	.00	.00	10,626.00	.0%
0116 PD GRT AND PARKS IMPROVEMENTS							
62011600 571000 PARKS IMPROVE -	112,929	0	112,929	.00	.00	112,929.00	.0%

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FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PD GRT AND PARKS IMPROVEMENTS	112,929	0	112,929	.00	.00	112,929.00	.0%
<u>0117 MISC DAM</u>							
62011700 571000 MISC DAM MISCEL	6,469	0	6,469	.00	.00	6,469.00	.0%
TOTAL MISC DAM	6,469	0	6,469	.00	.00	6,469.00	.0%
<u>0185 FOREST ACCESS PLAN</u>							
62018500 571000 FOREST ACCESS M	49,060	0	49,060	.00	.00	49,060.00	.0%
TOTAL FOREST ACCESS PLAN	49,060	0	49,060	.00	.00	49,060.00	.0%
<u>0241 CCF- MISCELLANEOUS</u>							
62024100 571000 CCF- MISCELLANE	3,219	0	3,219	.00	.00	3,219.00	.0%
TOTAL CCF- MISCELLANEOUS	3,219	0	3,219	.00	.00	3,219.00	.0%
<u>0245 RUFF GROUSE</u>							
62024500 571000 RUFF GROUSE MIS	5,577	0	5,577	.00	.00	5,577.00	.0%
TOTAL RUFF GROUSE	5,577	0	5,577	.00	.00	5,577.00	.0%
<u>0261 UNDERDOWN IMPROVEMENTS - HORSE</u>							
62026100 571000 10083 MISCELLANE	6,545	0	6,545	.00	.00	6,545.00	.0%
TOTAL UNDERDOWN IMPROVEMENTS - HORSE	6,545	0	6,545	.00	.00	6,545.00	.0%
<u>0265 RECREATION OFFICER - GRANT</u>							
62026559 598000 10090 TRANSFER O	75,389	0	75,389	.00	.00	75,389.00	.0%

FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL RECREATION OFFICER - GRANT	75,389	0	75,389	.00	.00	75,389.00	.0%
TOTAL FORESTRY	1,349,993	65,665	1,415,658	2,033,544.74	.00	-617,886.74	143.6%
TOTAL EXPENSES	1,349,993	65,665	1,415,658	2,033,544.74	.00	-617,886.74	
GRAND TOTAL	1,349,993	65,665	1,415,658	2,033,544.74	.00	-617,886.74	143.6%

\*\* END OF REPORT - Generated by Jeni Burton \*\*

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 AWARDED 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 two bid openings 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) and/or the FSC (Forest Stewardship Council). Criteria for SFI and FSC standards can be found at the website [www.fistausa.org/sfi\\_standards](http://www.fistausa.org/sfi_standards) or by contacting the Forest Industry Safety & Training Alliance (FISTA). 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/BHGFfieldManual.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 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. 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.

#### 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 the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%. Forest products from this sale may be delivered to the mill as “SFI 100%” and/or “FSC 100%” as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The Purchaser is responsible for maintaining COC after leaving the sale area.

#### 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 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 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 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 may also need to be withdrawn from County Forest Law. Withdrawal is subject to approval by both County Board and DNR.
3. A request to withdraw lands from County Forest Law by a private communication company shall follow withdrawal protocol.
4. 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.

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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**CHAPTER 600**

**PROTECTION**

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**600 PROTECTION**

**OBJECTIVE**

To protect and manage the resources of the forest from preventable losses resulting from fire, insects, diseases and other destructive elements including those caused by people. Protective methods shall include proper silvicultural methods.

The DNR provides statewide technical guidance that will be used to inform local decisions. This guidance will be referenced to make decisions at the county level.

**605 FIRE CONTROL**

Damage to the forest caused by uncontrolled fire can create an important challenge in the management of the forest. Loss of resource values caused by fire will be minimized through organized prevention, detection and suppression methods. Maintaining a healthy forest is key to fire management. The DNR is responsible for all matters relating to the prevention, detection and suppression of forest fires outside the limits of incorporated villages and cities, as stated in s.26.11(1), Wis. Stats. The DNR works cooperatively with local fire departments in all fire control efforts. The Lincoln County Forest is part of the intensive Forest Fire protection area. The Fire Management Handbook No. 4325.1 and the Area Operations Plan shall serve as the guidelines for fire control activities.

**605.1 COOPERATION WITH THE DEPARTMENT OF NATURAL RESOURCES**

Pursuant to s. 26.11(4) and s. 28.11(4)(f), Wis. Stats., and of the Lincoln County Forest Ordinance, the county may cooperate with the DNR in the interest of fire prevention, detection and suppression on the County Forest. This is accomplished through agreements authorizing the DNR to use County Forest land or to utilize county personnel and equipment for fire protection activities.

**605.1.1 Personnel**

County Forest personnel, upon request from the DNR, shall be made available for forest fire control efforts within the county in accordance with an established memorandum of understanding (MOU). The DNR is responsible for training and directing the activities of county personnel in accordance with the rules identified in the Fire Management Handbook, No. 4325.1.

#### 605.1.2 Equipment

County Forest equipment, upon request and as identified in the MOU, shall be available for forest fire control suppression. During periods of high fire hazard, all County Forest vehicles and/or crews should be equipped with one or more back pack cans, axes or shovels, appropriate personal protective equipment, mobile communication and any other equipment deemed essential by the MOU. All hand tools shall be maintained and provided by the DNR.

#### 605.1.3 Fire Detection

Fire detection is the responsibility of the DNR. County Forestry personnel may assist and report any wild fires to the DNR, local Fire Department or 911 Dispatch.

#### 605.1.4 Forest Fire Prevention

DNR fire control personnel are authorized by the county to place fire prevention signs at recreational areas and other strategic locations within the forest. The County conducts and controls all operations (including harvesting) on the forest in a manner designed to prevent forest fires. The use of the county forest during high fire danger periods may be restricted. These restrictions may include, but are not limited to, recreation and logging.

#### 605.2 DEBRIS BURNING

Unauthorized burning of debris will not be permitted on County Forest Lands pursuant to s. 26.12(5), Wis. Stats.

#### 605.3 CAMP FIRES

Adequate fireplaces will be provided at designated recreation sites. During periods of high fire danger, use of campfires may be restricted.

#### 605.4 PRESCRIBED BURNING

All prescribed burning on County Forest lands will follow the DNR recommendations. See Prescribed Burn Handbook No. 4360.5 for details. Prescribed fire may be an effective management tool on the County Forest.

#### 605.5 COUNTY FOREST FIRE HAZARD AREAS

The DNR's primary emphasis will be placed on fire control efforts in pine areas. Maps of these areas are available at the local DNR field office. The County will cooperate with DNR Fire Control in providing for firebreaks or access ways. Existing access roads, firebreaks and water access points will be maintained as deemed necessary. Secondary emphasis will

be placed on hardwood areas with no firebreaks developed or maintained. However, access roads will be maintained as defined in Chapter 700 of this plan.

## **610 CONTROL OF FOREST PESTS & PATHOGENS**

### **610.1 DETECTION**

Damage to the forest caused by insects, other pests and diseases can adversely affect management of the forest resources. Losses to resource values impacted by forest pests will be minimized through integrated pest management methods, with emphasis on silvicultural prescriptions (timber sales). The detection and control of pest problems will be accomplished by county and DNR personnel in cooperation with other agencies.

### **610.2 PEST SURVEYS**

Pest surveys are conducted under the direction of the DNR's forest health specialists. The County may cooperate by providing personnel and equipment to assist in these operations.

### **610.3 SPECIFIC PESTS AND PATHOGENS OF CONCERN**

Integrated pest management for the purpose of this Plan, is defined as follows:

*"The maintenance of destructive agents, including insects, at tolerable levels, by the planned use of a variety of preventive, suppressive, or regulatory tactics and strategies that are ecologically and economically efficient and socially acceptable."*

The integrated pest management control and methodology shall be determined jointly by the County Forest Administrator, and DNR liaison forester in consultation with the DNR district Forest Health Specialist. Suppression of forest pests may include the following:

1. Silvicultural prescriptions, including timber sales.
2. Biological control.
3. Chemical control.

#### **610.3.1 Specific Pests of Interest**

##### **610.3.1.1 Gypsy Moth**

The Lincoln County Forest has a wide variety of forest cover types and species, some of which are susceptible to defoliation by gypsy moths, particularly aspen, birch, basswood and oak.

Aspen stands can withstand defoliation relatively well because of a large interconnected root system that can supply nutrients and energy for re-flushing

leaves. Often moth population's rise and fall very quickly in aspen areas so consecutive years of defoliation are uncommon. Populations crash because of natural diseases affecting caterpillars when they run out of food.

Northern red oaks are often associated with northern hardwoods stands which will not support large populations of gypsy moths therefore these areas are relatively low risk for defoliation. Oaks are more susceptible to mortality because of other agents that attack oaks after they have been stressed by defoliation. Oak dominated stands are more likely to have consecutive years of defoliation due to moths becoming somewhat resistant to natural diseases due to tannic acid in oak leaves they eat.

Birch is another preferred food species. Birch is often found as a component of northern hardwood stands. Stands that are dominated by birch often have understories of northern hardwood species so defoliation will not result in total loss of a stand.

Basswood is another species that can be affected by gypsy moth. Basswood, typically a component of northern hardwoods stands, would support low populations resulting in isolated areas of defoliation.

The Lincoln County Forestry, Land and Parks Department's strategy to combat this defoliating insect will focus on using silvicultural techniques to maintain and improve forest vigor to reduce the effects of defoliation. Suppression spraying with approved insecticides may be considered in high recreational areas and areas of the forest containing a high percentage of susceptible, high valued timber such as red oak.

#### 610.3.1.2 Jack Pine Budworm

Jack pine budworm, *Choristoneura pinus*, is a native needle-feeding caterpillar that is generally considered the most significant pest of jack pine. Red, Scotch and white pine, and spruce, can also be defoliated and suffer top-kill and mortality by jack pine budworm. Vigorous, young jack pine stands are less likely to be damaged during outbreaks. The most vigorous stands are well stocked, evenly spaced, fairly uniform in height, and less than 45 years old. Stands older than 45 years that are growing on very sandy sites and suffering from drought or other

stresses are very vulnerable to damage. Tree mortality and top-kill are more likely to occur in these stands. In addition, stressed stands are more susceptible to attack by Ips bark beetle. Mortality from Ips can occur for 2-3 years after the jack pine budworm outbreak collapses. This mortality and top-kill create fuel for intense wildfires.

It will be Lincoln County's strategy to harvest at the appropriate rotation age, maintain high stand densities (without overcrowding), and use good site selection for jack pine. This will be an effort to help avoid budworm-caused tree mortality and reduce the threat of damaging wildfires while still providing suitable conditions for jack pine regeneration. Prompt salvage following an outbreak will also help reduce the possibility of wildfire. Aesthetic strips and/or islands should not be used. Leaving these aesthetic strips/islands can prolong the outbreak by giving the budworm areas for breeding. Use of insecticides is not warranted in combating this forest pest on the County Forest.

#### 610.3.1.3 Oak Wilt

Oak wilt, *Bretziella fagacearum*, is a destructive disease of oak trees. It is responsible for the death of thousands of oak trees in forests, woodlots, and home landscapes each year. Oak wilt is caused by a fungus that invades and impairs the tree's water conducting system, resulting in branch wilting and tree death. Trees in both the red oak group and white oak group are affected. There is no known cure once a tree has oak wilt. Prevention of new oak wilt infection centers is the best management option and involves avoiding injury to healthy trees and removing dead or diseased trees. Counties should use the Oak Harvesting Guidelines to Reduce the Risk of Introduction and Spread of Oak Wilt for management guidance. If pruning is necessary or damage is incurred from April 15 to July 15, e.g. through construction activities or storms, the wounds should be painted immediately with a wound paint. It will be Lincoln County's policy to remove infected trees and debark or chip them when located in a high intensive use area. Once chipped or debarked, the materials shall be covered with plastic for a period of six months to kill the fungus and any insects in the material. A vibratory plow, or similar implement, will also be used to sever root grafts on

isolated pockets where feasible. Timber harvest of red oak within stands containing a significant oak component will be restricted between April 15 and July 15.

#### 610.3.1.4 Forest Tent Caterpillar

Forest tent caterpillar, *Malacosoma disstria*, can be found throughout the United States and Canada wherever hardwoods grow. The favored hosts in Wisconsin are aspen and oak. This native insect causes region-wide outbreaks at intervals from 10 to 15 years; outbreaks usually last 2 - 5 years in the Lake States. Severe and repeated defoliation can lead to dieback and/or reduced growth of affected trees, which in some instances may be significant. Populations are often controlled by natural enemies, helping the population crash. Aerial spraying of insecticides can be an option for control as well. It will be Lincoln County's strategy to employ sound silvicultural practices to combat this cyclic pest.

#### 610.3.1.5 Two-lined Chestnut Borer

The two-lined chestnut borer, *Agilus bilineatus*, is a common secondary pest in trees which have been severely defoliated several years in a row. Oaks that are under stress from drought and/or defoliation by insects such as gypsy moth (*Lymantria dispar*), fall cankerworm (*Alsophila pometaria*), and forest tent caterpillar (*Malacosoma disstria*) can be infested and killed by two-lined chestnut borer. Prevention of two-lined chestnut borer through sound silvicultural practices is the best management option. Postponing management activities in stressed stands for two years after severe drought and/or defoliation have ended will provide time for trees to recover and reduce their susceptibility to two-lined chestnut borer attack. Infestations should be salvaged promptly. Lincoln County will strive to maintain healthy trees through sound silvicultural practices to discourage infestation.

#### 610.3.1.6 Emerald Ash Borer

The emerald ash borer, *Agilus planipennis*, was accidentally introduced to North America from Asia in 2002. Emerald ash borer (EAB) infestations in Wisconsin have resulted in widespread mortality to *Fraxinus* species including green, white, and black ash. It is expected that 99% of the ash trees in Wisconsin will die as a

result of EAB. Ash comprises a significant component in the northern hardwood timber type and can be found in nearly pure stands in some lowland areas. Adult EAB beetles feed on foliage but it is the larvae that cause mortality by feeding on the phloem and outer sapwood of the ash trees.

The Emerald Ash Borer Silviculture Guidelines are available to help resource managers make informed stand-level decisions to manage forests that are not yet infested by EAB, as well as implement salvage harvests and rehabilitation in stands that have already been impacted by EAB.

It is Lincoln County's policy to follow the Emerald Ash Borer Silviculture Guidelines.

#### 610.3.1.7 HRD

Heterobasidion root disease (HRD, previously called annosum root rot), is caused by the fungus, *Heterobasidion irregulare*. It is a serious disease that causes pine and spruce mortality in Wisconsin, but over 200 woody species have been reported as hosts. Red and white pine trees are most commonly affected in plantation-grown stands subjected to thinning. The disease was first confirmed in Wisconsin in 1993 and has since been found in a number of counties throughout Wisconsin. Diseased trees, including overstory trees and understory seedlings and saplings, will show fading, thin crowns with tufted foliage, and eventual mortality. Currently there are no curative treatments to eliminate the HRD pathogen from a stand once it is infested, so preventing disease introduction is the best approach.

Infection most often occurs when HRD spores land and germinate on a freshly cut stump. The pathogen then grows into the root tissue and progresses underground from tree to tree through root contact. As the pathogen spreads, and trees decline and die, an ever-expanding pocket of mortality is formed. HRD fruit bodies, or conks, may be found at the base of dead trees and old stumps. Fruit bodies are most commonly observed in the fall but can be found any time of the year.

Guidelines for stump treatment to reduce the risk of introduction and spread of Heterobasidion root disease in Wisconsin should be used by the county forests.

The HRD guidelines are designed to help property managers and landowners determine whether the preventive pesticide treatment should be used to reduce the

risk of introduction and spread of HRD at the time of harvest in a pine and/or spruce stand.

It is Lincoln County's policy to follow the "Guidelines for stump treatment to reduce the risk of introduction and spread of Heterobasidion root disease in Wisconsin."

#### 610.3.1.8 Eastern Larch Beetle

The Eastern Larch Beetle, *Dendroctonus simplex*, is a native bark beetle that feeds on the vascular tissue underneath the bark of Tamarack trees. The Eastern Larch Beetle (ELB) targets tamarack that are currently under stress and can cause significant mortality. Stressors that make tamarack trees more susceptible to ELB infestation include drought, high water, storm damage, defoliation by other insects and old age. Once established in a stand ELB can spread to healthy trees causing further mortality. The Lincoln County Forestry, Land and Parks Department's strategy to battle ELB will focus on using silvicultural techniques to improve forest health and to reduce the spread of existing ELB populations.

#### 610.3.2 Funding

The County Forest will make all reasonable efforts to secure funding for control efforts, through county funds, or other state, federal or private funding sources.

#### 610.3.3 Special Projects

The County may cooperate with other agencies in forest pest research.

### 610.4 DEER BROWSE

Forest regeneration and reproduction is critical to sustain both timber production and wildlife habitat and the overall health of the deer herd. As a keystone species, deer can affect forest regeneration, long-term forest production, and forest sustainability. Balancing deer numbers with habitat capacity is a concern for all interested in forest production.

Lincoln County Forest may monitor herbivory impacts during forest reconnaissance.

### 610.5 INVASIVE PLANT SPECIES

Invasive plants can cause significant negative impacts to the forest through displacement of native plants and hindering forest regeneration efforts. Preventing invasives from dominating habitats is critical to the long-term health of the forest.

There are a number of invasive plant species in varying densities on the Lincoln County Forest. Some warrant immediate and continual treatment efforts while others may be allowed to remain due to extent and financial ability to control them. Lincoln County will continue to train staff in invasive species identification as well as attempt to secure funding sources to control them as much as is practical. Invasive plant locations on the county forest are identified and recorded within the county Geographic Information System. Control treatments to invasive species are conducted and documented annually.

#### 610.5.1 Funding and Partnerships

Grant opportunities for invasive species control funding can be found on the Financial Assistance webpage of the Wisconsin Invasive Species Council. The number of grants for local governments and county forest is limited, especially for terrestrial invasive plant control. Some grants, such as the Department of Natural Resource's turkey stamp program, support invasive plant control as part of larger efforts to promote certain outcomes and might be applicable.

The Department of Natural Resources promotes the formation of cooperative invasive species management areas (CISMAs) through its Weed Management Area -- Private Forest Grant Program. While activities funded by this grant are restricted to non-industrial private forests, CISMAs are encouraged to partner with other groups in their area and some can provide technical support to county forests. The CISMA's of Wisconsin can be found on this map.

#### 610.5.2 Best Management Practices

In 2009, the Department of Natural Resources and many stakeholder groups approved a series of Best Management Practices (BMPs) for minimizing the spread of forest invasive plants. The full text of the BMPs is found on the Wisconsin Council on Forestry website. Voluntary use of the BMPs during forestry stewardship activities reduces the spread of invasive plants that can impede forest regeneration in county forests.

BMPs used before, during and after a harvest promote forest regeneration.

Reasonable efforts to clean vehicles, equipment, footwear and other clothing helps reduce the spread of seeds and plant fragments to un-infested forests. Planning the sequence and timing of stewardship activities to reduce contact with invasive plants during forestry operations is another helpful strategy. Similarly, controlling populations of invasive plants before logging reduces the risk of spreading them. Follow-up monitoring of disturbed stands can detect populations of invasive plants while they are still small and more easily managed.

### 610.5.3 Current Plant Invasives

#### 610.5.3.1 Buckthorn

Two species of invasive buckthorn impact Wisconsin's forests. Common buckthorn (*Frangula cathartica*), is more often found growing on well-drained soils while glossy buckthorn, *Frangula alnus*, favors wetter soils. Both species grow in shade or sun, quickly form dense, even-aged thickets that shade out understory plants, including tree seedlings, and hinder forest regeneration. Their dark colored fruits are eaten by birds who disperse them long distances. Both buckthorns green-up before native plants and remain green after the natives drop their leaves.

Buckthorn can be controlled by taking advantage of the longer period in which they retain their leaves. Foliar applications of herbicide applied when buckthorn has leaves and the natives are leafless will minimize damage to native plants. Other control options include mowing the shrubs and then treating re-sprouts with foliar herbicide, basal bark herbicide applications, and cut stump herbicide applications.

#### 610.5.3.2 Garlic Mustard

Garlic mustard (*Alliaria petiolata*) is an herbaceous, biennial, native to Europe. During the first year a basal rosette of only leaves develops. The second year, several stems from 1 – 4 feet tall grow from the basal rosette. The leaves have a distinct garlic fragrance when crushed. From the stems grow several small white flowers. Each plant can produce 100's of tiny seeds inside long, narrow capsules. Garlic mustard can quickly colonize disturbed forests as it often follows corridors such as game trails or man-made roads/paths. As garlic

mustard spreads, it quickly displaces native plants and is known to radiate chemicals into the soil that disrupt associations between mycorrhizal fungi and native plants. Small populations can be hand pulled, while larger populations are better controlled with prescribed fire and/or herbicide. All pulled plant materials should be bagged and removed from the forest as seeds have been known to mature on dead plants left on site. Treatment should be repeated until the seed bank is depleted, which takes multiple years. Garlic mustard sites should be monitored annually, until no plants are discovered for several years.

#### 610.5.3.3 Honeysuckle

Bush Honeysuckles (*Lonicera maackii*, *L. tatarica*, *L. morrowii*, *L. X bella*) were introduced from Eurasia as ornamentals, wildlife cover and soil erosion control. Bush honeysuckles are upright deciduous shrubs, ranging from 5 - 12 feet tall with gray shaggy bark. The leaves are opposite, simple, oval and untoothed and can be smooth to velvety depending on species. Flowers are fragrant and tubular ranging in colors of white, red and pink. They bloom May through June and then form red to yellow berries that are found as pairs on the leaf axils. Honeysuckles replace native forest shrubs and herbaceous plants by inhibiting growth of understory plants due to early leaf-out which shades out herbaceous ground cover and depletes soil moisture. Control options include hand pulling small infestations and prescribed burning which kills seedlings and top kills mature shrubs. Herbicide options include cut stump treatment and foliar spraying. With all control efforts repeated monitoring is needed.

#### 610.5.3.4 Spotted Knapweed

Spotted knapweed (*Centaurea stoebe*) is an herbaceous, short-lived perennial native to Eurasia that can grow 2 – 4 feet tall. This plant first appears as a basal rosette of somewhat silvery leaves and may persist this way for several years before developing pink-purple flowers on long spreading stems. The flowers are thistle-like with many petals and stiff bracts. Knapweed invades dry-upland areas including disturbed sites such as forest trails and openings. The roots exude an allelopathic chemical which inhibits establishment of other plants; hindering forest regeneration. Small populations can be hand pulled provided

the entire tap root is removed. Gloves, long sleeves and pants should be worn when handling this plant as it may cause skin irritation. Chemical control should be applied directly to plants or broadcast across large areas of infestation. Biological control is also available as part of an integrated pest management plan.

#### 610.5.3.5 Japanese Barberry

Japanese barberry (*Berberis thunbergii*) was introduced from Japan around 1875 and now ranges across most of North America. It is a compact, spiny, deciduous shrub with arching branches of dense foliage. It commonly grows 2 - 3 feet tall and has been known to reach heights of 6 feet. Japanese barberry regenerates by seed, creeping roots and branches that root freely when they touch the ground; which increases its overall spread. Small, rounded, smooth edged leaves are clustered in tight bunches close to the spiny branches and small yellow flowers bloom through May forming red oblong berries that mature in mid-summer and persist into winter. This plant is highly adapted to growing in young forests where it forms thorny thickets that shade out and limit the growth of native plants and spreads easily under the shade of established forests. The primary method of mechanically controlling barberry is hand pulling or digging early before seed set in areas where there are only a few plants. It has shallow roots but re-sprouting may occur if the entire root system is not removed. Larger populations may be controlled by herbicides with a cut stump treatment and repeated monitoring for both seedlings and roots re-sprouting.

#### 610.5.3.6 Japanese Knotweed

Japanese knotweed (*Polygonum cuspidatum*) are herbaceous perennials that may reach 9' in height and form dense colonies. The semi-woody stems are hollow and upright with large, simple dark green leaves. Typically found on forest edges, wetlands, and other open areas knotweed spread vegetatively through tough rhizomes that can break through pavement or pieces of stems that become buried. Seed viability is variable. Control methods include repeated mowing to deplete energy stores or cutting with herbicide application to the stump or new foliage.

**County Forest Administrator's Report**  
**Department Activity November 1, 2019 – November 30, 2019**

Specific Activities

11/1-Pine Lake ATV Trail Closes  
11/4-Met with Somo Area ATV Club on Trail Map Revisions  
11/5-Tax Deed Procedure Meeting  
11/6-Truck Bids Due  
11/6-Annual Performance Evaluation-Forester  
11/6-Annual Performance Evaluation-Program Assistant  
11/11-Forestry, Land and Parks Committee Meeting and Fall Timber Sale  
11/12-County Board Meeting  
11/13-Met with Horse Club President on 15-Year Plan Goals  
11/14-Department Head Meeting  
11/21-Met with Somo Area ATV Club on 15-Year Plan Goals

General Activities

2019 Fall Timber Sales  
2020 Spring Timber Sales  
2020 Budget  
2019 Budget  
2018-19 Snowmobile and ATV Grants  
2019-20 Snowmobile and ATV Grants  
2019 Park Projects  
15 Year Plan Update  
DNR Audit  
Harrison Dam  
Somo Dam  
Tripoli Dam  
Safety Plan  
Park and Campground Issues  
Hiawatha Trail Issues  
Forest Certification Issues  
Tax Delinquent Parcels  
Our Way House  
County Forest Roads  
Contact with Recreational Officer on Issues  
Firewood Permits  
Access Permits  
Handicapped Hunter Permits  
Beaver Trapping Issues  
Timber Sale Monitoring and Administration  
Ice Age Trail Issues  
Snowmobile/ATV Trail Issues  
X-C Trails  
Underdown Horse Club Issues  
Worked with Public on Issues Brought to Office  
Work with Loggers on Issues Brought to Office  
Preparation of Information for Committee Meeting