

**Lincoln County  
Forestry, Land and Parks Committee  
Monday, February 10, 2020 at 9:00 a.m.  
801 N. Sales Street, Conference Room 107**

**AGENDA**

1. Call meeting to order.
2. Approve minutes of January 6, 2020 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 timber sale bids.
7. Approve/Sign Forest Administrators Timesheets.
8. Approve 2019 Annual Report.
9. WCFA Spring Meeting – March 19-20, 2020 in Marshfield.
10. Approve addition to chapter 800 of 15-year plan.
11. Review and approve draft chapters 900 and 1000 of 15-year plan.
12. Approve contractor name change – Weyers Timber Transport, LLC to Above and Beyond Tree Service LLC.
13. WDNR Report – Bill Groth.
14. Review Administrator’s written report.
15. Close timber sales.
16. Set next meeting date.
17. 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, January 6, 2020 @ 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:** None

**Members Excused:** None

**Visitors:** Kevin Kleinschmidt, Amy Krueger, Bill Groth, Dean Bowe

1. Call meeting to order. The Lincoln County Forestry, Land and Parks Committee met on Monday, January 6, 2020, in Conference Room 107, Lincoln County Service Center. The meeting was called to order by Chair Frank Saal at 9:00 a.m.
2. Approve minutes of December 17, 2019 meeting. Motion by Nowak, second by Panfil to approve minutes of December 17, 2019 meeting as printed. All ayes. Motion carried.
3. Review year to date budget report. The Committee reviewed year to date 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. No timber sale bids received.
7. 2019 Timber Sale revenue. Revenue spreadsheet was distributed and reviewed. A total of \$2,550,242.33 was collected from timber sales on County Forest Property with \$254,709.20 being distributed to towns with County Forest Land within their boundary; \$509,419.64 to the County General fund; and \$1,786,112.65 to the County Forestry fund. Any surplus revenue and unused budgetary funds from the County Forestry Fund will be transferred to the County CIP fund after the annual audit. 2019 was our second highest year for timber sale revenue.
8. Review and approve draft chapters 700 and 800 of 15-year plan. Kevin indicated that Chapter 700 discusses Roads and Access to the County Forest and Chapter 800 covers Integrated Resource Management. Discussion followed. Motion by Nowak, second by Koth to approve draft Chapters 700 and 800 of the 15-Year Plan. All ayes. Motion carried.
9. WDNR Report, Bill Groth. Bill reported that they are working on forest compartment inventory.
10. Review Administrator's written report. Kevin reported that Underdown X-C trails opened on December 14<sup>th</sup>. Snowmobile trails in eastern zone 1 and the Hiawatha Trail opened on December 20. Kevin mentioned that the Ice Age Trail snowshoe hike at the Underdown is scheduled for February 1 so that is when we will plan for the free Underdown pass weekend. Paperwork for spring timber sales is being finalized so we can route them to DNR for approvals.

Kevin distributed the Recreation Officer's report. The Administrator's report was reviewed and placed on file.

11. Close timber sales.

T025-19	Futurewood Corporation	Close and refund bond
T017-18	Wiitala & Vozka	Close and return Irrevocable Letter Of Credit
T002-17	Schreiner Forestry	Close and return Irrevocable Letter Of Credit

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

12. Set next meeting date. The next Forestry, Land & Parks Committee Meeting is set as follows:

Monday, February 10, 2020 at 9:00 a.m., LCSC Conference Room 107

Tuesday, March 10, 2020 at 9:00 a.m., LCSC Conference Room 107

13. Adjourn meeting. Motion by Nowak, second by Bialecki to adjourn meeting at 9:26 a.m. All ayes. Motion carried.

Minutes prepared by Kevin Kleinschmidt and Amy Krueger

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FOR 2020 01

	ORIGINAL APPROP	TRNFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0062 FORESTRY							
0000 DIVISION							
62000000 511000 UNDISTRIBUTED S	0	0	0	29,918.25	.00	-29,918.25	100.0%*
62000000 520000 UNDISTRIBUTED F	0	0	0	16,040.90	.00	-16,040.90	100.0%*
TOTAL DIVISION	0	0	0	45,959.15	.00	-45,959.15	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 571000 10101 WILDLIFE H	4,700	0	4,700	.00	.00	4,700.00	.0%
TOTAL WILDLIFE HABITAT	4,700	0	4,700	.00	.00	4,700.00	.0%
0102 CCF							
62010200 511000 10102 CCF SALARI	1,957	0	1,957	.00	.00	1,957.00	.0%
62010200 520000 10102 CCF FRINGE	734	0	734	.00	.00	734.00	.0%
62010200 571000 10102 CCF MISCEL	1,223	0	1,223	.00	.00	1,223.00	.0%
62010200 596001 10102 CCF EQUIPM	978	0	978	.00	.00	978.00	.0%
TOTAL CCF	4,892	0	4,892	.00	.00	4,892.00	.0%
0103 SNOWMOBILE STATE AID							
62010300 595000 10103 SNOWMOBILE	78,350	0	78,350	25,564.05	.00	52,785.95	32.6%

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FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL SNOWMOBILE STATE AID	78,350	0	78,350	25,564.05	.00	52,785.95	32.6%
0104 ATV STATE AID							
62010400 511000 10104 ATV SALARI	9,584	0	9,584	.00	.00	9,584.00	.0%
62010400 520000 10104 ATV FRINGE	3,195	0	3,195	.00	.00	3,195.00	.0%
62010400 571000 10104 ATV MISCEL	1,598	0	1,598	.00	.00	1,598.00	.0%
62010400 595000 10104 ATV CLUB E	23,565	0	23,565	11,135.00	.00	12,430.00	47.3%
62010400 596001 10104 ATV EQUIPM	1,598	0	1,598	.00	.00	1,598.00	.0%
TOTAL ATV STATE AID	39,540	0	39,540	11,135.00	.00	28,405.00	28.2%
0106 FOREST ROAD AID							
62010600 511000 10106 FOREST ROA	4,120	0	4,120	.00	.00	4,120.00	.0%
62010600 520000 10106 FOREST ROA	1,648	0	1,648	.00	.00	1,648.00	.0%
62010600 571000 10106 FOREST ROA	824	0	824	.00	.00	824.00	.0%
62010600 596000 10106 FOREST ROA	1,648	0	1,648	.00	.00	1,648.00	.0%
TOTAL FOREST ROAD AID	8,240	0	8,240	.00	.00	8,240.00	.0%
0108 COUNTY FORESTRY							
62010800 511000 CO FORESTRY SAL	303,116	0	303,116	.00	.00	303,116.00	.0%
62010800 511001 CO FORESTRY PER	1,500	0	1,500	.00	.00	1,500.00	.0%
62010800 520000 CO FORESTRY FRI	156,391	0	156,391	.00	.00	156,391.00	.0%
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	.00	.00	10,000.00	.0%
62010800 552001 CO FORESTRY TEL	1,500	0	1,500	14.04	.00	1,485.96	.9%
62010800 554001 PRINTING ALLOCA	800	0	800	.00	.00	800.00	.0%
62010800 555000 CO FORESTRY TRA	5,000	0	5,000	.00	.00	5,000.00	.0%
62010800 560000 CO FORESTRY OFF	1,500	0	1,500	19.99	.00	1,480.01	1.3%
62010800 571000 CO FORESTRY MIS	25,000	0	25,000	6,839.15	.00	18,160.85	27.4%
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	.00	.00	35,000.00	.0%
62010800 596002 CO FORESTRY BUI	11,250	0	11,250	.00	.00	11,250.00	.0%

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			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62010800	596005	ROAD AIDS ALLOC	25,000	0	25,000	.00	.00	25,000.00	.0%
		TOTAL COUNTY FORESTRY	672,757	0	672,757	6,873.18	.00	665,883.82	1.0%
0109 PARKS									
62010900	511000	PARKS SALARIES	72,631	0	72,631	.00	.00	72,631.00	.0%
62010900	511001	PARKS PER DIEM	1,500	0	1,500	.00	.00	1,500.00	.0%
62010900	520000	PARKS FRINGE	33,306	0	33,306	.00	.00	33,306.00	.0%
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	.00	.00	800.00	.0%
62010900	554001	PRINTING ALLOCA	700	0	700	.00	.00	700.00	.0%
62010900	555000	PARKS TRAVEL TR	400	0	400	.00	.00	400.00	.0%
62010900	560000	PARKS OFFICE SU	1,500	0	1,500	.00	.00	1,500.00	.0%
62010900	570000	PARKS RECREATIO	15,000	0	15,000	.00	.00	15,000.00	.0%
62010900	571000	PARKS MISCELLAN	8,000	0	8,000	29.00	.00	7,971.00	.4%
62010900	596001	PARKS EQUIPMENT	20,000	0	20,000	.00	.00	20,000.00	.0%
62010900	596002	PARKS BUILDING	8,750	0	8,750	.00	.00	8,750.00	.0%
		TOTAL PARKS	215,887	0	215,887	29.00	.00	215,858.00	.0%
0110 FORESTRY BUILDING									
62011000	571000	FORESTRY BUILDI	0	0	0	1,174.06	.00	-1,174.06	100.0%*
		TOTAL FORESTRY BUILDING	0	0	0	1,174.06	.00	-1,174.06	100.0%
0112 LAND AGENT									
62011200	511000	LAND AGENT SALA	8,386	0	8,386	.00	.00	8,386.00	.0%
62011200	511001	LAND AGENT PER	2,000	0	2,000	.00	.00	2,000.00	.0%
62011200	520000	LAND AGENT FRIN	4,062	0	4,062	.00	.00	4,062.00	.0%
62011200	552001	LAND AGENT TELE	500	0	500	.00	.00	500.00	.0%
62011200	554001	PRINTING ALLOCA	400	0	400	.00	.00	400.00	.0%
62011200	555000	LAND AGENT TRAV	200	0	200	.00	.00	200.00	.0%
62011200	560000	LAND OFFICE SUP	800	0	800	.00	.00	800.00	.0%
62011200	571000	LAND AGENT MISC	700	0	700	.00	.00	700.00	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	23,648	0	23,648	.00	.00	23,648.00	.0%
<hr/> 0113 BEAVER <hr/>							
62011300 532000 BEAVER EXPENDIT	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL BEAVER	5,000	0	5,000	.00	.00	5,000.00	.0%
<hr/> 0114 FORESTRY EQUIPMENT <hr/>							
62011400 543000 EQUIPMENT REPAI	0	0	0	1,023.78	.00	-1,023.78	100.0%*
62011400 562001 EQUIPMENT FUEL	0	0	0	1,648.81	.00	-1,648.81	100.0%*
TOTAL FORESTRY EQUIPMENT	0	0	0	2,672.59	.00	-2,672.59	100.0%
<hr/> 0115 PHOTO <hr/>							
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%
<hr/> 0116 PD GRT AND PARKS IMPROVEMENTS <hr/>							
62011600 571000 PARKS IMPROVE -	112,929	0	112,929	.00	.00	112,929.00	.0%
TOTAL PD GRT AND PARKS IMPROVEMENTS	112,929	0	112,929	.00	.00	112,929.00	.0%
<hr/> 0117 MISC DAM <hr/>							
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%



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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<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	76,045	0	76,045	.00	.00	76,045.00	.0%
TOTAL RECREATION OFFICER - GRANT	76,045	0	76,045	.00	.00	76,045.00	.0%
TOTAL FORESTRY	1,373,484	0	1,373,484	93,407.03	.00	1,280,076.97	6.8%
TOTAL EXPENSES	1,373,484	0	1,373,484	93,407.03	.00	1,280,076.97	
GRAND TOTAL	1,373,484	0	1,373,484	93,407.03	.00	1,280,076.97	6.8%

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

## LINCOLN COUNTY FORESTRY, LAND AND PARKS DEPARTMENT

To the Honorable Board of Supervisors  
Lincoln County, Wisconsin

The following is a report of the various activities of the Lincoln County Forestry, Land and Parks Department from January 1, 2019 through December 31, 2019.

OUR 2019 COUNTY FOREST consists of 100,843.05 acres.

2019 TIMBER SALES REVENUE TOTALED \$2,550,242.33. This revenue is distributed as follows: \$254,709.21 to Towns with County Forest Lands; \$509,419.64 to the County General Fund; and \$1,786,112.65 to the County Forestry Fund. Any unused budgeted funds and surplus revenues are transferred to the County CIP Program after the annual audit is completed. 2019 is the second highest year of revenue from our timber sale program.

DURING THE YEAR, 37 TIMBER SALES WERE SOLD with an estimated value of \$1,521,489.53.

FOURTEEN BOUGH PERMITS WERE ISSUED @ \$100.00 per permit = \$1,400.00.

GRANT REVENUES administered by the Forestry, Land & Parks Department during 2019 totaled \$522,157.81. Of this amount, \$2,446.00 was provided by Lincoln County for those grants requiring cost sharing.

REVENUE FROM WOOD SALES AND FIREWOOD PERMITS DURING 2019 TOTALED \$935.00. Two wood sales (\$35.00) and forty-four 30-day firewood permits (\$660.00) were issued. Sixteen firewood permits (\$240.00) were extended.

### TREE PLANTING/SITE PREP:

Approximately 38,000 (1,100 trees /acre) 2 year old red pine trees were planted by contract crew on two sites totaling 35 acres in the Town of Wilson.

### TIMBER STAND IMPROVEMENT (TSI):

Approximately 710 acres of aspen release was completed in aspen regeneration areas by logging contractors as a requirement of their timber sale contract.

Approximately 12 acres of swamp conifer site prep was completed by logging contractors as a requirement of their timber sale contract.

Approximately 4 acres of white birch site prep (scarification) was completed by logging contractors as a requirement of their timber sale contract.

SURVEYING: All of the surveying done in 2019 was in conjunction with the Lincoln County Surveyor.

In Section 7 of T35N R6E, T-style fence posts were placed at various points along County Forest property boundary for the north line of the NE1/4 totaling approximately 1/2 mile of boundary.

In Section 34 of T35N R8E, T-style fence posts were placed at various points along County Forest property boundary for the west and south lines of the W1/2 NW1/4 totaling approximately 3/4 mile of boundary.

In Section 25 of T34N R5E, T-style fence posts were placed at various points along County Forest property boundary for the north line of the NW1/4 totaling approximately 1/2 mile of boundary.

In Section 23 of T33N R7E, T-style fence posts were placed at various points along County Forest property boundary for the west line of the SW1/4 NW1/4 totaling approximately 1/4 mile of boundary.

In Section 26 of T34N R8E, T-style fence posts were placed at various points along County Forest property boundary for the south and east lines of the NW1/4 totaling approximately 1 mile of boundary. A monument was set at the C1/4.

In Section 14 of T34N R8E, T-style fence posts were placed at various points along County Forest property boundary for the west line of the SE1/4 SE1/4 totaling approximately 1/4 mile of boundary.

In Section 23 of T34N R8E, T-style fence posts were placed at various points along County Forest property boundary in the NW1/4 SW1/4 NE1/4 totaling approximately 1/8 mile of boundary. Monuments were set at two corners for this line.

In Section 10 of T33N R7E, T-style fence posts were placed at various points along County Forest property boundary for the south and east lines of the NE1/4 totaling approximately 1 mile of boundary. A monument was set at the C1/4.

In Section 2 of T33N R7E, T-style fence posts were placed at various points along County Forest property boundary for the west and north lines of the SW1/4 SW1/4 totaling approximately 1/2 mile of boundary. Monuments were set at the W1/16SW and C1/16SW.

In Section 9 of T33N R8E, T-style fence posts were placed at various points along County Forest property boundary for the south, west, and north lines of the NW1/4 totaling approximately 1 1/4 mile of boundary. Monuments were set at the N1/16NW and C1/4.

COUNTY FOREST ROAD AIDS PROGRAM: We continued our County Forest road maintenance program including graveling, installing culverts, improving drainage, right-of-way brushing and regular grading and snowplowing of roads. In 2019 we received approximately \$311.73/mile for maintaining 27.25 miles of roads for a total of \$8,494.55. A GIS layer was developed several years ago showing the locations of culverts on our gas tax roads and these structures were identified by diameter and length, prioritized and placed on a replacement schedule. All high priority culverts have been replaced and we are now focusing our efforts on roadside brushing, ditching and moderate risk culverts. One culvert was replaced on Cinder Road and one culvert was replaced on Poplar Road in 2019 as well as 5.35 miles of roadside brushing being conducted on Camp Ave.

COUNTY CONSERVATION AND WILDLIFE HABITAT FUNDS FOR 2019: We continued work on our County Conservation Aids grant for improving access to locations on the county forest by upgrading the access road to Posey Rapids. Wildlife Habitat funds were used for conducting roadside brushing on Camp Ave.

PRAIRIE DELLS SCENIC AREA: The Forestry, Land and Parks Committee accepted the donation of a 5-acre parcel bordering the Prairie Dells Scenic Area in 2015. This donation will allow our department to enhance the recreational opportunities in this location and will also prevent future developments from occurring adjacent to this scenic area. A three acre timber sale was established on county land on the west side of the river at the Prairie Dells property. This sale was harvested in 2019 in conjunction with a harvest that took place on the Merrill Memorial Forest. This sale brought in \$3,143.01 in revenue.

ORGANIZED AND/OR COMPETITIVE ACTIVITIES WERE CONDUCTED on the County Forest in the Underdown Recreation Area by the Underdown Horse Club, Rocky Run Stable and the Rhinelander Area Silent Trails Association (RASTA) and in the Harrison Unit by the Harrison Hills ATV Club.

THE UNDERDOWN RECREATION AREA is available for a variety of uses year round. Groomed and tracked X-C ski trails, snowshoe trails, horse trails, single track bike trails, fat bike trails, hiking trails, and a snowmobile/winter ATV trail are all mapped and signed in the Underdown. Season trail passes were made available to the public to offset the cost of these trails. Several small bridges were constructed by the bike club on the single track bike trail where wet areas are crossed. Signing and trail improvements were also completed on several trail segments by this club. New gates were installed in various locations to accommodate horse drawn wagon events for the Underdown Horse Club. Concrete manure bunkers for horse use were also constructed at the trailhead. A new groomer for the ski trail that was purchased using donated funds continued to be utilized. Several segments of Cross-County ski trail had dozer work and trail signing improvements completed. An RTA grant was obtained for improvement work and maintenance of non-motorized trails in the Underdown over the next two years. The amount awarded to Lincoln County under this grant was \$16,281.24 and we must match these dollars for a total project cost of \$32,562.48.

COUNTY PARKS ACTIVITIES: Regular maintenance of County parks and facilities was performed during 2019. We have been using non-lethal means in an integrated approach to control geese population issues at Tug Lake County Park. A new road was constructed at Newwood Park to allow for better access to the playground equipment for maintenance activities. Several new campfire rings were installed within our campground system. Drainage improvement work was done to several campsites and hazard tree removal and timber stand improvement work was conducted at Otter Lake Campground.

INVASIVE SPECIES: In 2007, a significant garlic mustard infestation was discovered in the Underdown Block of the County Forest and on adjacent private land. Our department took immediate action to try to control the spread of this invasive plant by conducting a search to find new infestations and applying herbicide where the plant was known to occur. Since then, many other small, satellite colonies of this invasive plant have been found in other locations of the Underdown, Harrison and Wildwood Blocks.

In addition to Garlic Mustard, other invasive species have been discovered on County Forest property. Glossy Buckthorn, Japanese Barberry, Crown Vetch, Leafy Spurge and Japanese Knotweed have been found in areas of Underdown and Harrison. Steps are taken to control or eradicate these species when they are found. A GIS Layer is maintained to identify every known location of invasive plant species on the county forest. We will continue to monitor and treat known infestations while being observant for new species and infestations on the County Forest. The Forestry Department has provided training and publications to user groups of the County Forest and to townships within the county on how to identify invasive plant species so that they can assist our department with early detection and treatment. The workload on this issue continues to increase as we make every effort to control invasive plants on the county forest.

LINCOLN COUNTY ACCESS PLAN: Restoration work to Posey Rapids Road was concluded and improvements to our primary gas tax roads and to the Averill Creek Firelane were completed with grant funding. Constructed concrete horse manure bunkers at the Underdown trail head and installed several gates on the horse trail to accommodate horse drawn wagon events. Maintenance work was done on the single track bike trails. Performed rehab work on portions of the summer ATV/UTV trail in order to continue controlling erosion on the trail and make conditions more user friendly. Continued work on acquiring access permits for private individuals that access their lands through the County Forest. Issued temporary access permits for individuals hauling forest products from private lands across the County Forest. A Recreation Officer continued working on the County Forest and helped reduce vandalism and restore order to our public lands and recreational facilities.

LINCOLN COUNTY 5-YEAR OUTDOOR RECREATION PLAN was updated in 2016 in conjunction with North Central Wisconsin Regional Planning, the City of Tomahawk, The City of Merrill, local townships and special interest groups. The Plan was approved by the Lincoln County Board of Supervisors on October 18, 2016 and is effective January 1, 2017 through December 31, 2021. We continue to implement this plan.

LINCOLN COUNTY'S 2018-2019 SNOWMOBILE TRAIL MAINTENANCE PROJECT was approved for \$87,120.00 consisting of 290.4 miles of trail @ \$300/mile. Seven clubs in the county were contracted to maintain the total number of funded miles in Lincoln County. In addition, supplemental maintenance funding was approved at 100% statewide making the portion paid out to Lincoln County's clubs an additional \$46,220.96. We acquired grant funding in the amount of \$85,276.50 to replace a 12' x 40' steel clear span bridge on Corridor 16 south of Gouda Road and \$10,004 to replace two culverts on Corridor 19 north of 4-Mile Road.

ATV PROGRAM: We received trail maintenance aids of \$22,464.00 consisting of 223.1 miles of winter trails @ \$100/mile and \$33,495.00 consisting of 47.8 miles of summer ATV and UTV trail at \$700/mile as well as \$287.96 for maintenance of 1 mile of TROUTE. Five snowmobile clubs contracted to maintain the funded miles of winter ATV trail in the county. These trails are part of the county's snowmobile trail system. Our summer ATV mileage traverses through the Harrison Hills and links up with Langlade and Oneida County Trails as well as the communities of Gleason, Harrison, and the Pine Lake area. Lincoln County maintains the summer ATV trail system, and contracts with the Harrison Hills ATV Club to assist with brushing and signing. We continued to implement an emergency signing system for the summer trail network which is compatible with the County's 911 system. We continue to work with ATV clubs in the Somo, Wilson, and Spirit Falls areas to identify possible sites for an ATV trail/route link as well as to the Village of Gleason. Lincoln County continues to participate in the permanent Utility Terrain Vehicle program which began on July 1, 2012.

ICE AGE TRAIL: Several sections of the Ice Age Trail were relocated and/or reconstructed as needed with the majority of the work being done in the Harrison area. We continue to work with our local chapter to provide quality facilities and address issues as they arise.

HARRISON FLOWAGE DAM: An owner-responsible inspection of the Harrison Dam is required every 10 years in order to keep the dam in conformance with state law. The dam was inspected in 2014 by Becher-Hoppe Associates and several deficiencies were identified to bring the dam in compliance with state code. These deficiencies were all addressed in 2015 to include replacing the stoplogs in the spillway; brushing the toeslope of the dike; performing concrete repair work on the catwalk and erecting a dam warning sign. We continue to do maintenance and monthly county inspections of the dam on a routine basis.

BEAVER PROGRAM: The Lincoln County Forestry Department continued to work with USDA WS APHIS regarding beaver problems on the Lincoln County Forest and on the County Forest road system.

FOREST CERTIFICATION: The Lincoln County Forest became SFI certified in March, 2005 and FSC certified in July, 2007. We worked on implementing necessary changes on the County Forest required by SFI and FSC forest certification.

LAND SOLD, RATIFIED, CONFIRMED AND APPROVED by the Lincoln County Board in 2019 included 6 tax delinquent properties sold to the City of Merrill, 2 tax delinquent properties sold to the City of Tomahawk and 23 tax delinquent properties sold to private individuals for a total of \$234,717.43.

DEPARTMENT SAFETY PLAN: Continued development and implementation of our department safety plan. The Lincoln County Public Works Safety Group (Highway, Forestry, Solid Waste and Maintenance Departments) worked with County Mutual in 2019 to implement this plan. Programs are in place for hazardous communication, control of hazardous energy, confined space entry and excavation safety, emergency action and fire prevention plan, personal protective equipment, occupational noise exposure and blood borne pathogens.

DNR WILDLIFE MANAGEMENT: 2019 Accomplishments on the Lincoln County Forest submitted by Janet Brehm, DNR Wildlife Biologist

### **Flowages:**

Water levels and wildlife were actively monitored on Camp 26, Trapper Morrison, and Coffee Creek Flowages in 2019.

- Coffee Creek: Board walls surrounding the outlet are leaning and noted by DNR staff. The idea to decommission this flowage is being discussed. The DNR contacted APHIS to remove beaver and unclog the tube.
- Camp 26: The wild rice crop was good this year as no illegal activity occurred to completely lower the water as in 2018. The DNR contacted APHIS to remove beaver and unclog the tube.
- Trapper Morrison: APHIS was called in to remove beaver and unclogged the tube.

### **Wildlife Openings:**

Mowing is performed with the objective of setting back woody encroachment and promoting herbaceous (grass/forb) cover to benefit deer, woodcock, ruffed grouse, turkeys and many other forest wildlife species. This cover type is an important habitat component for many of our game species as well as numerous other non-game species. Openings are mowed on a 4-year rotation.

Turkey Stamp funds were awarded to Lincoln County Forest in the amount of \$18,000 for FY20 and FY21. Janet Brehm assisted with the application which was titled “Lincoln County Forest Openings and Trails Habitat Maintenance”. For FY20, the southern Harrison Hills and Underdown forest openings and trails were mowed in fall of 2019 by JJ’s Brushcutting (contractor). An NHI review occurred for the project. The next area to be mowed is the Spirit Falls block in the NW corner of Lincoln County Forest, which bids will need to be solicited again. A majority of funds were used in the first year of mowing. Kleinschmidt and Brehm discussed using the remaining \$2,200 in turkey stamp funds as well as Nickel-an-acre funds and the local wildlife budget to mow the Spirit Falls block in 2020. An interim report is due September 30, 2020 for the Turkey Stamp, which local DNR wildlife staff will assist with.

Pittman-Robinson (PR) County Forest Wildlife Grant Award was awarded to Lincoln County Forest in the amount of \$4,000 for the Camp 26 Grouse Management Area (GMA) for FY19 (project funded by June 30<sup>th</sup>, 2019). Janet Brehm also assisted with this application for the hunter walking trails and forest opening mowing work to reopen the GMA. The project was completed by JJ’s Brushcutting and the funds were charged \$3,800. An NHI review occurred for the project. A second request for PR County Forest Wildlife Grant Award was submitted to continue work on the Camp 26 GMA. The project involved additional hunter walking trails, forest openings, as well as gate purchases. The second phase of the project was not funded. However, mowing by JJ’s ended up covering a majority of the hunter walking trails requested to be mowed by the second phase of the project. The loops off Krueger Rd did not get mowed, which had gate requests as part of funding not rewarded. The DNR plans to continue to assist with upkeep of the Camp 26 GMA and will add this area to the forest openings mowing rotation on an every other year basis.

### **Wildlife Surveys:**

Wildlife surveys that were conducted in 2019 on the Lincoln County Forest included woodcock peenting survey, ruffed grouse drumming survey, turkey, deer sightings and fawn to doe ratios, winter and summer waterfowl surveys, carnivore tracking, and furbearer tracking. Grouse and turkey surveys include spring breeding activity as well as brood counts in the spring and summer. The furbearer tracking survey was partially completed in 2019 because DNR Office of Applied Sciences determined the survey data was not useful, which was discontinued. The winter waterfowl survey was also discontinued after the 2019 survey period for the same reasons. The bear bait survey was discontinued in 2018, however, a bear hair-snare survey was completed on public lands and private lands in 2019. Lincoln County Forest had several hair-snare survey sites conducted with permission from the Administrator. The county was kept informed regarding the new process and pictures of bears visiting one site was shared with the Administrator and used for information across the state via social media. Results will be shared in 2020 and the bear hair-snare survey will occur again in about 5 years.

The ruffed grouse drumming count was high in 2019 in the New Wood area of Lincoln County Forest and the same in the Harrison Hills from 2018 to 2019. Statewide ruffed grouse drumming

activity increased 41% between 2018 and 2019, based on the roadside survey to monitor breeding grouse activity. As for the ruffed grouse brood survey, statewide brood observations remained relatively the same from 2018, but down from the long-term average mainly due to lack of observers reporting data. Wisconsin DNR is currently evaluating utility and methods for all wildlife surveys, and as part of that review will be assessing ten-week brood surveys and potential alternative methods, such as development of mobile applications or citizen science opportunities, to provide a more robust index of game bird brood production. A tri-state effort (Wisconsin, Minnesota, and Michigan) is looking at disease as a potential factor as well, but localized weather events that have occurred, like heavy spring rain and late winter snow, could play a factor, as well as habitat. Grouse populations ebb and rise on a nine to eleven-year cycle. Young forest creation as well as age class diversity play an important role on the county, and it appears Lincoln County grouse population are doing well. Continual efforts to decrease the size of aspen cuts and provide a diversity of age classed nearby is helpful to grouse management. The DNR also published a Grouse Management Plan in 2019 with Brehm being part of the process.

In the fall of 2019, Lincoln County Forest agreed again to be part of a targeted Chronic Wasting Disease (CWD) surveillance effort. CWD was confirmed in late 2017, in NE Lincoln County, in the Town of Harrison. To determine range and infection rate of CWD in this area, the DNR established a goal to test 450 deer inside a Surveillance Area which included northeast Lincoln, northwest Langlade and south-central Oneida counties. The DNR met this overall goal however CWD sampling continues to be a priority. The Lincoln County Forest Administrator and Committee agreed to special public land permits, which required testing of deer heads for CWD, to help the DNR meet their goal. About 50 square miles of Lincoln County Forest occur within the established Surveillance Area, and the DNR had a goal of about 1 deer per square mile with this effort. In 2019, 165 tags were made available again, 30 tags were issued, and 4 tags were registered.

In 2019, Lincoln County Forest was not part of the collaboration between WI DNR and the Missouri Department of Conservation to restore ruffed grouse by translocation of grouse from northern Wisconsin to the River Hills region of east-central Missouri over a three-year period from 2018 to 2020. The county was involved in 2018.

**Other:**

In the fall of 2019, DNR staffers, Eric Borchert and Rikki Ratsch, installed the wooden sign for the Camp 26 Grouse Management Area the was made by DNR staff (intersection of New Wood Rd and Whiskey Bill Rd). The wooden Trapper Morrison sign is finished, just needs to be installed at the Averill Creek Fire lane and Camp Ave intersection.

Chapters of the “Lincoln County Forest 15-Year Comprehensive Land Use Plan” were reviewed by wildlife staff.

EQUIPMENT PURCHASES IN 2019: 2019 John Deere Lawn Tractor and a 2019 RAM 2500 Pick-up Truck with BOSS V CXT Plow.

Respectfully submitted,  
Kevin Kleinschmidt  
Forest Administrator



## Harrison Hills Lakes

The outstanding feature of this site is a dense concentration of lakes set in a relatively natural state. Lakes exhibit differences in species composition and population densities due to depth, alkalinity, shore features, and whether the lake is drained or gets its water via seepage. A combination of features found on 15 lakes south of Harrison could form an exceptional ecological reference site.

The lakes, mostly in sections 7, 11, 20, and 29 have a range of qualities that when combined would be unequaled as a reference site.

- Coppes Lake – Soft water seepage lake with clear water and muck bottom
- Lake 34 - 8 – 11(5) – Shallow hard water drained lake with associated wetlands
- Lake 34 – 8 - 11(6) – Shallow hard water drainage lake with associated wetlands
- Lake 34 – 8 – 7 (15a) – Meromictic lake 0.3 surface acres, 41 feet deep
- Pine Lake 34 – 8 - 20 – Hard water drained lake with a bog wetland
- Tahoe Lake – An exceptionally deep (54 feet) soft water seepage lake
- Lake 34 – 8 – 20 (14) A very soft water seepage lake with no wetlands
- Lake 34 – 8 – 20 (15) A small soft water bog lake
- High Lake – A deep very soft water seepage lake with abundant rosette plants
- Lake 34 – 8 – 29 (8) – Deep (38 feet) with ultra soft water
- Lake 34 – 8 – 29 (11) – Bog lakes with medium soft water
- Lake 34 – 8 – 29 (12) – Deep (40 feet) with no muck on the bottom
- Lake 34 – 8 – 29 (14) – Soft water seepage lake with some muck
- Turtle Lake – The west portion is shallow with abundant emergent plants and invertebrates
- Thompson Lake – Diverse shoreline, deep, wilderness type with diverse fish population

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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**CHAPTER 900**

**RECREATION**

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## **900 RECREATION**

Recreation is an integral part of the management of the Lincoln County Forest and recreation uses are referenced in most of the previous chapters. Due to the tremendous growth in recreational demands over the duration of the last planning period, this Plan recognizes the importance of more intensive recreational planning and emphasizes its importance with a separate chapter.

## **905 PLANNING**

In addition to this Plan, the Lincoln County Outdoor Recreation Plan also guides the recreation program. The Recreation Plan is revised every five years and is made part of this Comprehensive Land Use Plan. The Lincoln County Outdoor Recreation Plan includes, but is not limited to, activities on the County Forest. It incorporates snowmobile and ATV plans, campgrounds, parks and boat landings, recreational maintenance and development plans and other recreation surveys and reports.

The Outdoor Recreation Plan, Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP), public input, and other local or regional planning documents will be used as resources in recreational planning and development efforts. The responsibility for recreational planning, development and maintenance on the County Forest will rest with the Committee.

## **910 AUTHORITY**

The Lincoln County Code of Ordinances and s.28.11 Wis. Stats, authorize the Lincoln County Forestry, Land and Parks Committee to provide recreational opportunities for the public. This authority is further recognized in the mission statement for the County Forest Plan (Chapter 100), which specifically identifies outdoor recreational opportunities. This mission statement also charges the Committee to conduct activities in a manner that prevents or minimizes environmental damage.

Maps of the recreational facilities managed through the Lincoln County Forest program are appended or referenced in Chapter 1000.

## **915 ENTRANCE AND USER FEES**

The Committee is empowered and shall have responsibility for establishing entrance, camping and other user fees on recreational facilities maintained by the County Forest. Camping, entrance or other fees shall be comparable to fees charged by other adjacent counties and are subject to periodic change by the Committee. Fees, where appropriate, will be utilized to assist in the maintenance of recreational facilities.

**920 RECREATIONAL SERVICE AGREEMENTS**

It is permissible for the Committee to contract with clubs or individuals to provide for recreational maintenance or services to the public. As part of the Plan, the County contracts for the following services

1. Snowmobile and winter ATV trail grooming and maintenance
2. Assistance with summer ATV trail brushing and signing

**925 RECREATIONAL USE PERMITS FOR ORGANIZED EVENTS**

Any event on the Forest which is advertised to the public, for which a fee is charged, or is otherwise organized as an event, requires a permit or authorization by the Committee. Permits may be issued by the Committee provided the use is consistent with management activities and will not cause resource damage. Appropriate levels of event liability insurance are required.

**930 UNDESIGNATED RECREATIONAL USE OF THE FOREST**

Undesignated recreation includes those informal activities for which the County generally does not provide a facility or service. These uses include activities such as hunting, fishing, biking, hiking and others. These uses do not require a permit but must be conducted in compliance with ordinance. The Forest Administrator and the Committee shall periodically review such uses and enact ordinances as necessary to protect from resource damage.

**930.1 HUNTING**

The entire County Forest is open for regulated hunting, with the exception of areas developed for high public use and the Roothouse Lake Area, north of Bear Trail Road.

The Lincoln County Code of Ordinances regulates activities relating to hunting. Refer to Chapter 1000 for a full text of the Ordinance. In general the following are regulated: Tree stands/blinds, trail cameras, motorized (ATV) game retrieval.

**930.2 FISHING**

All lakes and streams within the forest are available for fishing unless otherwise listed in state regulations.

### 930.3 PICNICKING / DAY USE

Picnicking and other day uses, outside of established facilities is allowed. The Lincoln County Code of Ordinances also regulates day use. In general, the following activities are regulated:

1. All litter, trash or rubbish must be removed
2. Cutting or harvesting vegetation is not permitted
3. Fires may not be left unattended
4. Other County rules and regulations are observed.

### 930.4 CAMPING

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

### 930.5 MOTORIZED TRAVEL

The Lincoln County Code of Ordinances regulates motorized uses on the County Forest. The full text of these regulations is included in Chapter 1000. In general the following regulations apply to motorized travel outside of a developed recreational trail system.

1. All County Forest roads, trails and fire lanes that are cabled, gated, rocked, bermed, signed, stumped or closed by another means by the direction of the County Forestry, Land and Parks Administrator shall be closed to all vehicular travel, except by written permission of the Administrator.
- 2 a) During the bear harvest season, ATVs may be used behind gates, rocks and berms to extract a downed bear from the Lincoln County Forest. The downed bear must be located prior to operating ATVs in restricted area. Hunters must call the Sheriff's Office at 715-536-6272 and report the following information: Wisconsin DNR Customer Number and general location of the site of extraction prior to the use of ATV(s) in these restricted areas.

- b) During the deer archery season, ATVs may be used behind gates, rocks and berms to extract a downed deer from the Lincoln County Forest. The downed deer must be located prior to operation of ATVs in restricted areas. Hunters must call the Sheriff's Office at 715-536-6272 and report the following information: Wisconsin DNR Customer Number and general location of the site of extraction prior to the use of ATVs in these restricted areas.
- c) During all deer rifle harvest seasons, ATVs may be used behind gates, rocks and berms to extract a downed deer from the Lincoln County Forest. The downed deer must be located prior to the use of ATVs in these restricted areas.
- 3 No unauthorized person shall ride a horse, bike or drive a motorized vehicle on any secondary road under the jurisdiction of the Lincoln County Forestry, Land and Parks Department between the dates of March 31 and May 1 or when posted closed.
  - 4 No person shall operate any motorized vehicle off from any approved snowmobile or all-terrain vehicle trail or established secondary road. This activity, commonly referred to as "cross country travel", is strictly prohibited on any Lincoln County Forest property.
  - 5 No person shall cause destruction to any natural growth (unless authorized), cause erosion, rutting, damage a stream, lake bed or wetland or do any other type of environmental degradation.
  - 6 No person shall operate any unregistered or unlicensed motor vehicle on any County Forest road, route, trail or lake.
  - 7 Only street-legal and licensed motorcycles, driven by licensed operators, are allowed on the all-terrain vehicle trails.

#### 930.6 TRAPPING

The entire County Forest is open for DNR regulated trapping, with the exception of areas developed for high public use and the Roothouse Lake Area, north of Bear Trail Road.

Use of motorized vehicles for trapping is restricted to areas designated open for their use.

#### 930.7 OTHER USES

Other uses of the County Forest are permitted provided they are not specifically addressed with the County Code of Ordinances. Mountain Biking, Horseback riding, X-C skiing and other non-motorized uses on designated trails in the Underdown Recreational Area require a user permit.

The County Board may, at any time, enact ordinances to protect the forest should damage begin to occur.

**935 DESIGNATED RECREATION AREAS/USES**

Designated recreation includes those uses for which the County provides a trail or facility. The Lincoln County Forest has developed sites and areas to accommodate a fairly high degree of public use. The Committee may prohibit other recreation activities that are not compatible with the intent of the developed facilities.

The Committee and Forestry Department has noted a marked increase in demand for recreation facilities. Lincoln County may attempt to develop additional facilities and will maintain its currently developed facilities to the greatest extent possible.

**935.1 CAMPGROUNDS**

**935.1.1 Otter Lake Recreation Area**

Otter Lake Recreation Area is located at N8896 Otter Lake Road, Irma, WI. The park facilities include 25 rustic campsites, 2 hand water pumps, 2 pit toilets, beach, changing house, boat landing, firewood with paid camping fee, and a nature trail. The facility is fee based for camping and no fee for day use.

**935.1.2 Camp Newwood Recreation Area**

Camp Newwood Recreation Area is located at N4715 State Road 107, Merrill, WI. The park facilities include 7 rustic campsites, hand water pump, 2 pit toilets, boat landing, firewood with paid camping fee and access to the Ice Age Trail.

**935.1.3 Underdown Campground**

Underdown Campground is located at W3221 Copper Lake Road, Irma, WI. The park facilities include 11 rustic campsites set up for camping units with horse trailers, hand water pump, pit toilet, shelter house and access to single track bike, equestrian, X-C skiing, fat bike, snowshoe and the Ice Age Trail.

**935.2 PICNIC / DAY USE AREAS**

Tug Lake County Park

Otter Lake Recreation Area



Camp Newwood Recreation Area  
Haymeadow County Park  
Larson Lake County Park

### 935.3 SWIMMING AREAS / BEACHES

Tug Lake Recreation Area  
Otter Lake Recreation Area

### 935.4 BOAT LANDINGS

As a result of the wide distribution of lakes, streams, rivers, and other surface waters on the Forest, water access may be planned, developed, or restricted as a component of the overall Forest Access Plan. Several boat landings, canoe landings, and adjacent roads currently provide water access on the Forest primarily for recreational activities. In addition, these water access points also provide water supply points for fire apparatus working to suppress forest fires or nearby structural fires.

The existing water access points will be maintained to provide a place to launch a small fishing boat or canoe. Not all watercraft will be able to use these access points. These landings are built for public use and not for private boat mooring sites. Mooring or storing boats for longer than 24 hours is prohibited.

#### 935.4.1 Public Boat Access Sites Maintained by the County

A listing of public boat access sites developed for carry in or trailer launching on the Lincoln Forest and open to public use can be found in Section 1015.1.

#### 935.4.2 Public Boat Access Sites Maintained by Towns within close proximity to the County Forest

1. Tug Lake (Rock Falls)
2. Echo Lake (Russell)
3. Pickerel Lake (Harrison)
4. Seven Island Lake (Harrison)
5. Penny Lake (Wilson)
6. Hilts Lake (Harrison)
7. Pine Lake (Harrison)

### 935.4.3 Undeveloped Water Access Points

Other undeveloped water access points for canoes and boats currently exist on the Forest. These are used routinely to hand launch boats or canoes but have not been developed for boat trailer launching. These sites are not routinely maintained and may be closed if erosion damage becomes severe. All new sites for developed water access must be reviewed and approved by the Committee.

## **940 DESIGNATED RECREATION TRAILS**

Designated recreation trails are those for which the County provides a designated trail and/or facility. The County currently provides trail systems that accommodate a fairly high degree of public use. The Committee may prohibit other activities on these trails that are not compatible with the intent of the development.

Whenever possible, multiple uses of various trail systems are encouraged and are subject to policy review of the Committee. Wherever possible, attempts will be made to avoid user conflicts. Recreational users, however, will frequently encounter forest management activities instrumental to the existence and future of the County Forest. Trail systems are identified in Chapter 1000.

### 940.1 NON-MOTORIZED RECREATION TRAILS

The Lincoln County Forest is a multiple use forest. Non-motorized recreation trails are a legitimate use of the forest. Design and maintenance of these trails may highlight natural features present on the Forest, should minimize damage, and reduce user conflict. Trail use and development must be compatible and sustainable with the characteristics of the landscape.

It is the policy of the Committee to manage non-motorized recreation trails on the County Forest.

#### 940.1.1 Hiking Trails

All recreational trails and roads are open to use by hikers. Five segments of Ice Age Trail also traverse through the county forest and are maintained by the Northwood's Chapter of the Ice Age Trail Alliance. The Hiawatha Trail travels 6.6 miles from Tomahawk to Oneida County and Connects with the Bearskin trail. In addition, a nature trail and boardwalk is available around Otter Lake at the Otter Lake Recreation Area. These facilities are both maintained by the County.

#### 940.1.2 Mountain Bike/Fat Tire/Bicycle Trails

Bicycle use is permitted on all recreational trails except for winter-use trails with the exception that Fat-Tire Bike trails run in conjunction with the snowshoe trails during the winter season. A 33-

mile Single track and Fat-Tire bike trail system is maintained by user groups in the Underdown Recreation Block which connects to trails in the Merrill Memorial Forest

#### 940.1.3 Equestrian Trails

Equestrian Use is allowed on most open roads or trails except for the Ice Age Trail. Designated Equestrian Trails feature a 22 mile system with various shortcuts and cutoffs which are maintained by user groups at the Underdown Recreation Area.

#### 940.1.4 Ski Trails

A classic cross country ski trail system consisting of 3.6, 7.7 and 11 mile interlocking loops of marked and groomed trails with various cutoffs are maintained at the Underdown Recreation Area. These trails are groomed weekly as conditions permit during the ski season.

#### 940.1.5 Snowshoe Trails

Packed snowshoe trails are maintained by user groups at the Underdown Recreation Area. This 7.6 mile trail consists of 4 loops which range from 1.6 to 7.3 miles in length.

#### 940.1.6 Future non-motorized trail systems

The development of additional non-motorized trail systems will include careful consideration of public demand, analysis of user conflicts and potential damage to the natural resource. Trail system development should comply with the Outdoor Recreation Plan goals and be referenced in SCORP or other regional planning documents.

Non-motorized trail systems generally are not supported by statewide grant programs. The County may require proof of a club, or user group as being an organized entity, with the ability to assist with maintenance and support of the trail and associated facilities. Appropriate trail passes, or other user fees, may be implemented as indicated in Section 905.

### 940.2 MOTORIZED RECREATION TRAILS

#### 940.2.1 Designated Snowmobile Trails

Designated snowmobile trails are those recognized by the Committee as the official trails within the County. The Forestry, Land and Parks Department manages the snowmobile trail system in Lincoln County. Annual agreements outline the operation, maintenance and insurance obligations between the County and local clubs. The County contracts with the following snowmobile/ATV

clubs for trail maintenance: Devil's Creek Stump Jumpers, Copper River Midnight Riders, Rock Island X-Press, L&L Tree Dodgers, Rock Falls Snow Drifters, Knight Owls, and Northwoods Passage.

The Lincoln County Code regulates snowmobile trails. A summary of rules and regulations relating to snowmobile trails can be found in the County Forest and Recreational Trails Ordinance located in Chapter 1000-Appendix.

Lincoln County recognizes the following categories of snowmobile trail:

#### 940.2.1.1 Trail Types

The County recognizes several different classifications of snowmobile trail:

State Funded Trails – these are state approved and funded trail miles on designated trails that are part of a statewide network of trail systems. Snowmobile registration fees and gas tax allotments fund grants that support maintenance, rehabilitation and development of these trails. There are approximately 290 miles of funded trails in Lincoln County, with approximately 80 miles on County Forest Lands.

Unfunded Trails – these are segments of trail that meet the eligibility requirements for a funded trail system but have not been included in the grant system due to restrictions on available funding. There are approximately 34.6 miles of unfunded trails in Lincoln County, with approximately 10.6 miles on County Forest lands. It is recommended that the county continues to apply for grants to include these in the funded system.

Local/Club Trails – these are trails that are not funded by State maintenance grants and may or may not be groomed by local clubs. These trails may not meet eligibility requirements of a funded trail and may dead end at local businesses. There are approximately 61 miles of club trails in Lincoln County, with approximately 3.4 miles on County Forest lands.

#### 940.2.1.2 Trail Maintenance

Lincoln County contracts with 7 local snowmobile clubs to groom the funded snowmobile trail system. The County periodically assists various trail maintenance projects as needed.

The County shall inspect and monitor bridges and other infrastructure on the trail system and attempt to secure funding from grants, or other sources, to periodically replace or rehabilitate as needed.

#### 940.2.1.3 Future Snowmobile Trails

The Committee shall have jurisdiction over any trail development proposals. It is recommended that future trails be considered only after careful consideration of costs, benefits and impacts and as part of a larger planning effort.

Proposals to relocate trails or to make adjustments to the existing trail system will be encouraged where there are concerns of public safety or environmental damage. Unfunded and club trails should be evaluated for maintenance funding application where appropriate.

#### 940.2.2 Designated ATV Trails

Designated ATV Trails are those recognized by the Committee as official trails within the County. These may lie on County, private, or other agency lands. Annual agreements outline the operation, maintenance and insurance obligations between the County and local clubs.

There are numerous types of designated ATV trails managed by Lincoln County. These trails are further identified in the appendix.

##### 940.2.2.1 Trail Types

The County recognizes several different classifications of ATV trail. Maps are appended for reference.

1. Funded Winter ATV Trails – A majority of state funded snowmobile trails on the County Forest are also designated and funded as winter use ATV trails. There are approximately 223 miles of winter funded ATV trail managed by Lincoln County, with 70 miles on County Forest lands.

2. Funded Summer ATV Trails – these are trail systems funded for only spring/summer/fall use. These trails are open from May 1 – Nov. or Dec 1 unless posted closed. There are approximately 48 miles of summer use ATV trails managed by the County with 45.7 miles on the County Forest.

4. Funded UTV Trails – UTV’s, or side by sides, can be allowed on ATV trail systems. Lincoln County allows for UTV’s on 48 miles of the summer ATV trail system within the County.

5. Funded Troute/Hybrid Trails – The ATV/UTV program does not allow for full maintenance funding on ATV/UTV trails that are open to highway traffic (cars, trucks, etc.) ATV trails with this dual use that were maintained and funded prior to August 1, 2012 are still funded at 100% of the annual per mile maintenance rate. Lincoln County has 44.4 miles of its funded summer ATV trail system that fit into this category and are fully funded as a Troute. Trails funded after August 1, 2012 will allow for partial funding under the following categories:

5a. County Forest Gas Tax Roads – these are gas tax roads used as a connector to trails or services and are funded at a rate determined by the full per mile funding rate, less gas tax funding rate, not to exceed 50% of the full maintenance funding rate. Lincoln County maintains 1 mile of County Forest Road classified as a Troute.

5b. Hybrid Trails – these are trails designated as ATV trails, opened after August 1, 2012, that also permit highway vehicle traffic. These are funded at 50% of the annual maintenance funding rate. Lincoln County does not maintain any miles of 50% funded Hybrid/Troute trails.

#### 940.2.2.2 ATV Trail Maintenance

For the purpose of ATV trails, the term sustainability is intended to mean the development of a trail surface that is maintainable. It appears evident there are no circumstances where an ATV trail can be considered sustainable without intensive maintenance. Of primary importance, trail surfaces need to be conducive to periodic grading or restoration that promotes water runoff from the trail surface and eliminates the opportunity for water flow to gain velocity, causing erosion.

The County contracts with 5 snowmobile clubs for winter ATV trail maintenance. Summer ATV trail maintenance is conducted by the Lincoln County Forestry Dept. Assistance with signing and brushing of the summer ATV trail is contracted out to the Harrison Hills ATV Club.

The County shall inspect and monitor trails, bridges and other infrastructure and attempt to secure funding from grants, or other sources, to periodically replace improvements or rehabilitate trail surfaces or bridges as needed.

#### 940.2.2.3 Future ATV Trails

The use and popularity of ATV's and UTV's increased dramatically over the period of the 2006-2020 County Forest Plan. Increased usage of trail systems proved a tremendous need for much higher levels of trail maintenance in order to manage environmental damages.

Adding ATV trails should be done as part of larger planning effort that incorporates considerations for impact on other users and user groups; how future trail systems will be maintained; and impact on the natural resources. New ATV trail systems will only be considered with the following framework:

- Trails should be designed and planned to connect communities
- Loop trails will be discouraged unless part of a larger trail system that connects communities
- Dead end trails will not be sanctioned as part of the County ATV trail system
- Intensive use areas on county forest property will not be recommended due to conflicts with county forest crop law and forest certification requirements.
- New trails will only be allowed if they fit within an ATV plan established by the Committee
- Trails will only be considered on suitable soils and in appropriate locations

It is critical that trail layout and design is done in such a way as to prevent erosion and soil loss. Trails must be sustainably developed. For the purpose of this plan, sustainability is defined as follows:

**Sustainability** – For the purpose of ATV trails, the term sustainability is intended to mean the development of a trail surface that is maintainable. It appears evident there are no circumstances where an ATV trail can be considered sustainable without intensive maintenance. Of primary importance, trail surfaces need to be conducive to periodic grading or restoration that promotes water runoff from the trail surface and eliminates the

opportunity for water flow to gain velocity, causing erosion. Trails should be built with a slight crown and appropriate ditching to allow for adequate and proper water dispersal. To this end, the construction and development of new ATV trails are to comply with the WCFA ATV/ORV Trail Standards, which is located in Chapter 1010.20 of this Plan.

### 940.3 RECREATION TRAIL PERMITS

#### 940.3.1 Storm Water Discharge

In general, any trail construction or rehabilitation activities that disturb one acre or more of land will require a Storm Water Discharge Permit. There have been instances of inconsistent application of permit requirements statewide. In order to further define the County's understanding and implementation of permit requirements, the following current acceptable process will be used for determining when a permit is needed.

- The 1 acre threshold will be determined by measuring/estimated new disturbance or disturbance of previously vegetated surfaces.
- Periodic grading of impervious or non-grassed trail surfaces is not considered disturbance.
- Restoration of water filtration/diversion devices, such as sediment traps or catch basins is considered maintenance and not disturbance
- Reconstruction of previously grassed ditch lines as part of trail rehabilitation is considered disturbance.

#### 940.3.2 Chapter 30

Permits are required for bridges or culvert crossings of navigable waterways. These permits will either be classified as general or individual depending on specific site conditions. These permits are not required for culvert or bridge crossings of non-navigable or intermittent streams, nor are they required to install a clear span bridge over wetlands.

#### 940.3.3 Wetland Fill

Permits are required at any time that fill is placed in a wetland. Permits are available to fill small wetlands for recreation trail purposes. Wetland fill must be less than 10,000 square feet and the permit does not require wetland mitigation. Clear span bridge and boardwalks placed on pilings generally do not require a wetland fill permit. Puncheon style bridges do require a permit.



## **945 RECREATION PROGRAM FUNDING AND GRANTS**

### **945.1 RECREATION AREA FUNDING**

Funding for recreation areas is generally fee based, or paid for by timber sale revenue. Aid for Development of Local Parks (ADLP) funding is available for facility development or enhancement, but there is normally a very high level of competition for these funds.

### **945.2 RECREATION TRAIL FUNDING**

#### **945.2.1 Non-motorized trail systems**

At this time, there is very limited access to any grant funds that will assist with non-motorized recreational trail maintenance. The County relies on trail passes, timber sale revenue, grants and donations from user groups as funding mechanisms for these programs.

#### **945.2.2 Motorized trail systems**

There are numerous grant programs available to offset motorized trail system costs. Lincoln County utilizes the following funding sources:

1. Snowmobile Maintenance - \$300/mile
2. ATV Summer Maintenance - \$600/mile
3. ATV Winter Maintenance - \$100/mile
4. UTV Maintenance - \$100/mile
5. ATV Rehabilitation - 100% grants
6. ATV Development - 100% grants
7. Troute, Maintenance – < \$100/mile

## **950 PLAN RECOMMENDATIONS FOR THE RECREATION PROGRAM**

The following are recommended changes that this Plan recognizes as improvements or enhancements to the recreation program.

### **950.1 ENFORCEMENT NEEDS**

Outdoor recreational activity has continued to increase to all seasons on the county forest with an increased number of participants. The recreation officer position is a full time, certified Sheriff's Deputy that is dedicated to the enforcement of resource related laws and ordinances. This position is able to work odd hours and weekends to address illegal activities and vandalism that occur to help alleviate these problems. This position has made Lincoln County a more desirable

place to recreate and has helped preserve our valuable resources so future generations can enjoy the same opportunities that we have today.

#### 950.2 STAFF NEEDS

As recreational use continues to grow, and new uses and demands develop, existing staff may not be able to manage the expanded services and programs on the County Forest at current staffing or funding levels. Additional personnel and funding may be necessary to properly administrate, maintain and enhance the recreational activities that the county is responsible for managing.

COUNTY FOREST COMPREHENSIVE LAND USE PLAN  
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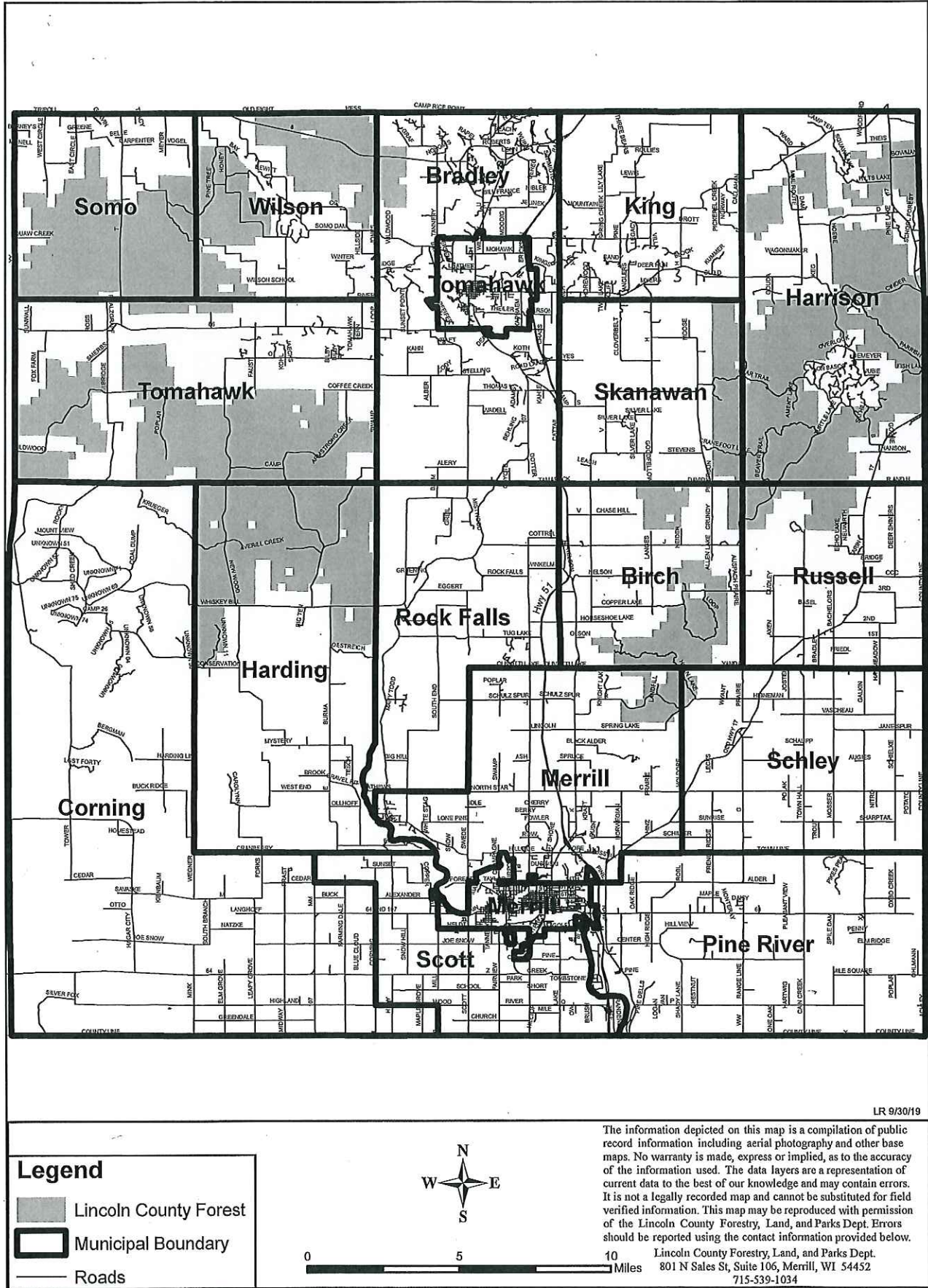
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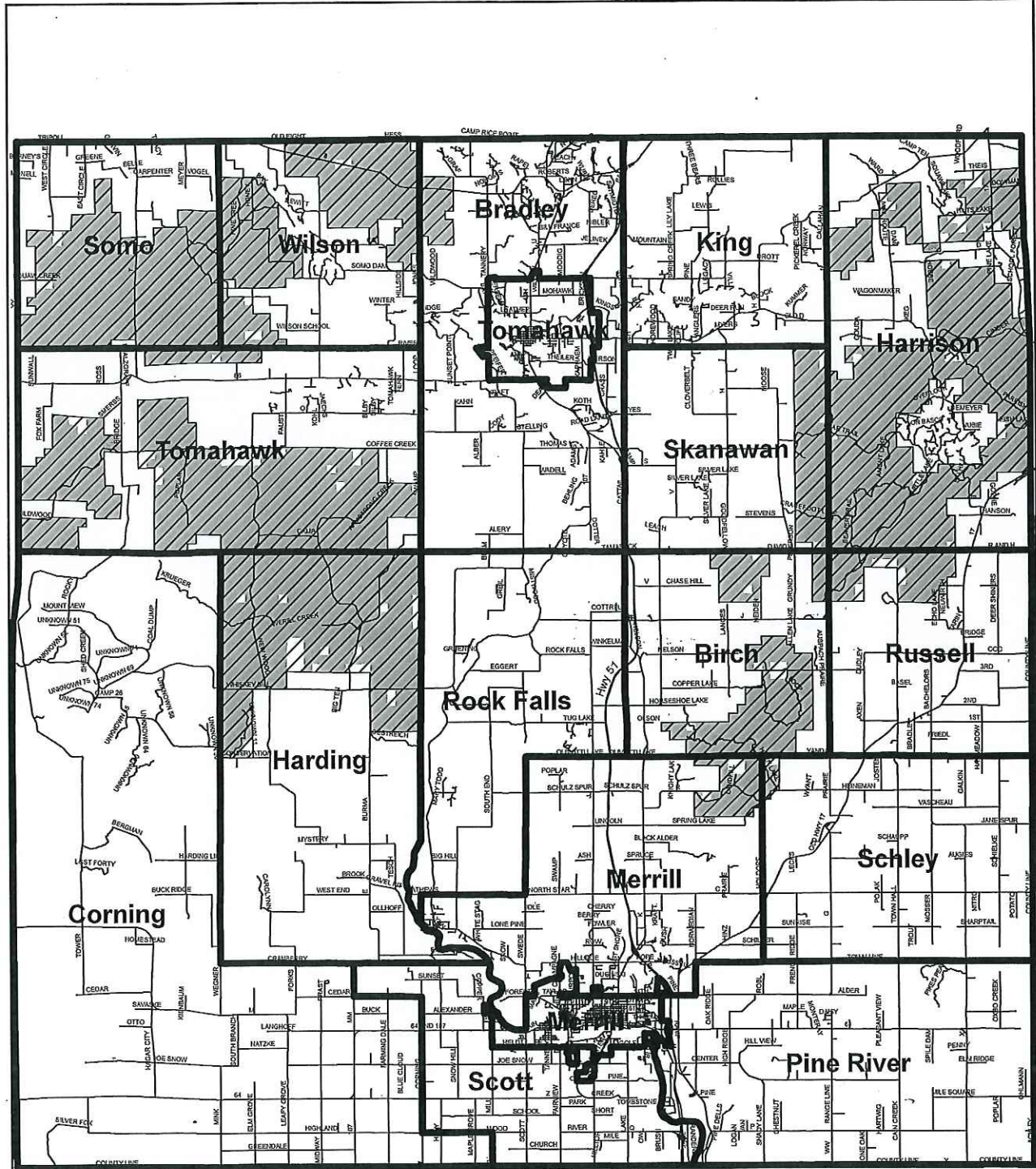
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**1000 RESOURCE MAPS AND TABLES**

# 1000.1 Lincoln County Forest Location



# Lincoln County Forest Acquisition Boundary



LR 9/30/19

### Legend

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

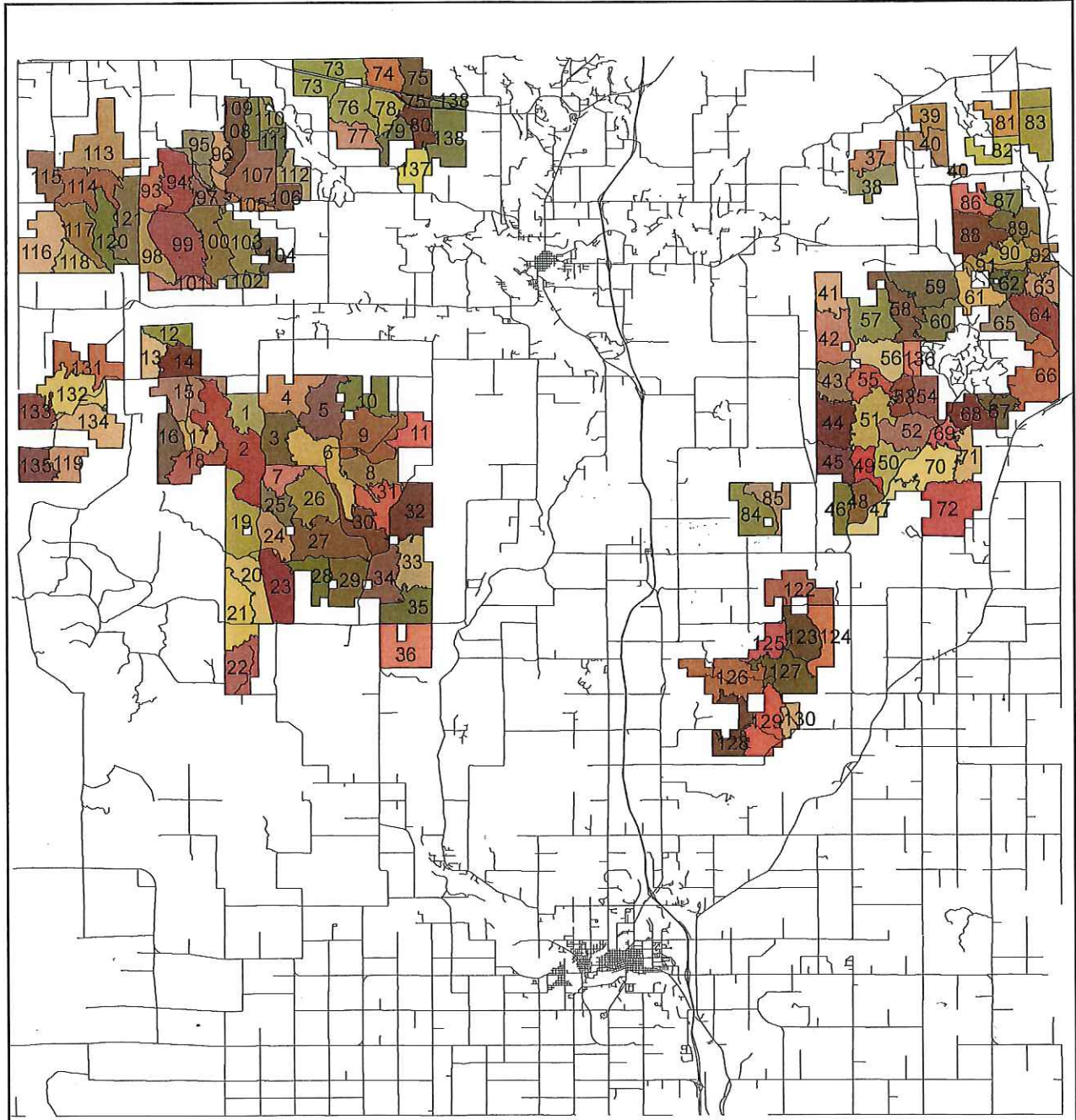


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715-539-1034

# LINCOLN COUNTY

## Forest Compartment Map



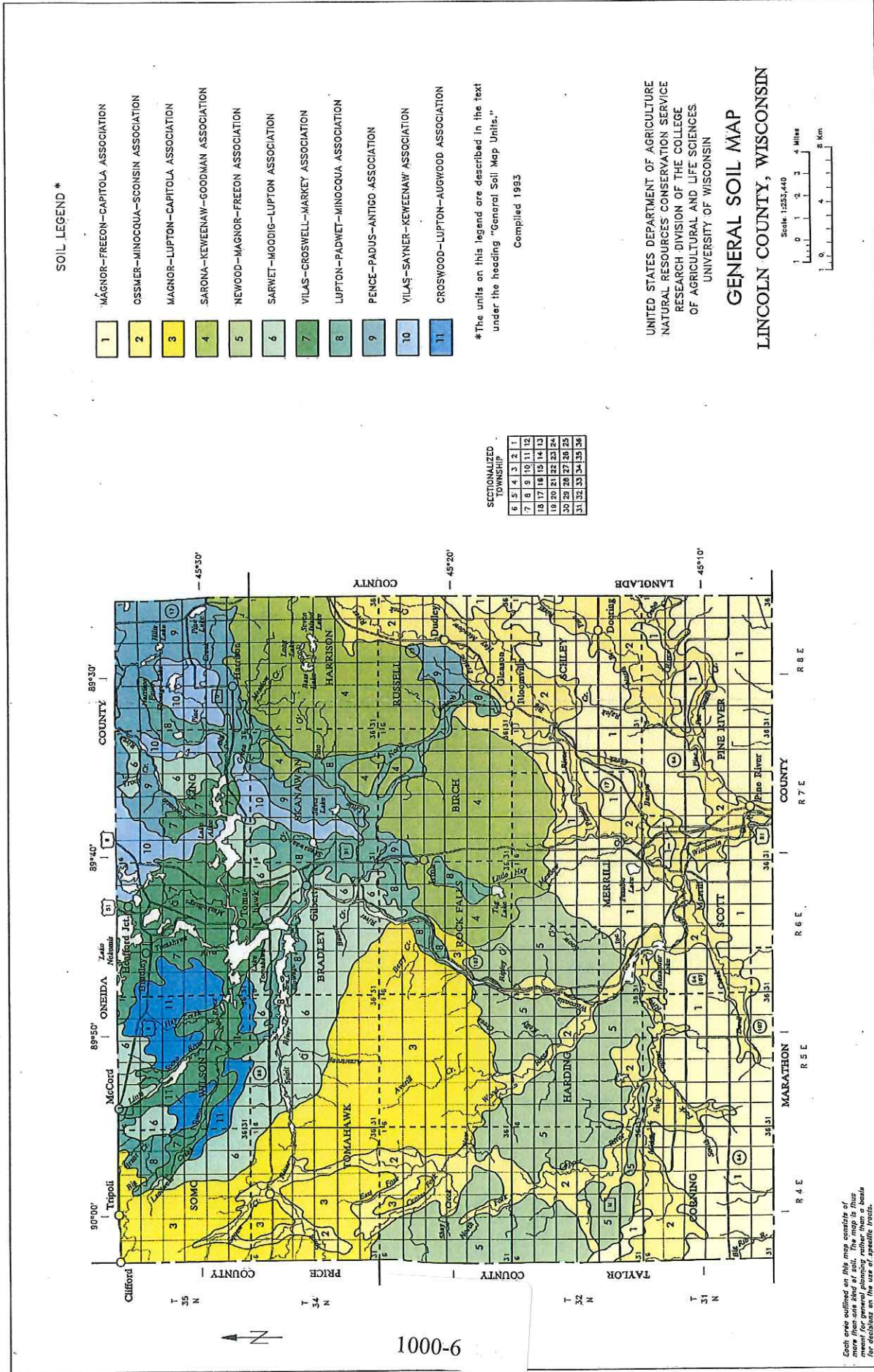
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# 1000.4 General Soils Map



### SOIL LEGEND \*

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

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

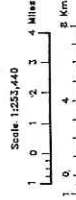
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SECTIONALIZED TOWNSHIP

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

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

## GENERAL SOIL MAP LINCOLN COUNTY, WISCONSIN



Each area outlined on this map consists of one or more soil types. The numbers in the boxes mean: for general planning rather than a basis for decisions on the use of specific tracts.



## 1005 LAWS AND ORDINANCES

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

#### 28.11 ADMINISTRATION OF COUNTY FORESTS

28.11(1) PURPOSE. The purpose of this section is to provide the basis for a permanent program of county forests and to enable and encourage the planned development and management of the county forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple-use to assure maximum public benefits; to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie.

28.11(2) DEFINED. "County forests" include all county lands entered under and participating under ch. 77 on October 2, 1963, and all county lands designated as county forests by the county board or the forestry committee and entered under the county forest law and designated as "county forest lands" or "county special-use lands" as hereinafter provided.

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

28.11(3)(a) Enact an ordinance designating a committee to have charge of the county forests and specifying the powers, duties, procedures and functions of such committee. The members of such committee shall be appointed pursuant to s. 59.13 and may include well-qualified residents of the county who are not members of the county board.

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

28.11(3)(c) Appropriate funds for the purchase, development, protection and maintenance of such forests and to exchange other county-owned lands for the purpose of consolidating and blocking county forest holdings.

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

28.11(3)(e) Establish aesthetic management zones along roads and waters and enter into long-term cooperative leases and agreements with the department and other state agencies or federal agencies for the use of the county forests for natural resources research.

28.11(3)(f) Establish transplant nurseries for growing seedlings, from the state forest nurseries, to larger size for planting in county forests, but no ornamental or landscape stock shall be produced in such nurseries.

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

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

28.11(3)(i) Enter into leases or agreements, for terms not exceeding 10 years, to explore and prospect for ore, minerals, gas or oil upon any county forest lands. These leases or agreements shall contain proper covenants to safeguard the public interests in the lands involved and to guard against trespass and waste. The county board shall require proper security to ensure that the person engaged in exploration or prospecting fully informs the county of every discovery of ore, minerals, gas or oil and restores the land surface to an acceptable condition and value if no discovery of valuable deposit is made or if county forest lands are not withdrawn from entry under this section. Before a lease or agreement under this paragraph is effective, approval of the lease or agreement by the department is required. If the department finds that the proposed lease or agreement fully complies with the law and contains the proper safeguards, it shall approve the lease or agreement.

28.11(3)(j) Enter into leases for the extraction of valuable deposits of ore, minerals, gas or oil upon any county forest land. If the extraction can be accomplished without permanently affecting the surface of the land, extraction leases may be entered into and extraction may occur while the land remains county forest lands. If the extraction cannot be accomplished without permanently affecting the surface of the land, extraction may not commence until the land is withdrawn as county forest land. Before an extraction lease under this paragraph is effective, approval of the lease by the department is required.

28.11(3)(k) Establish energy conservation projects which permit individual members of the public to remove up to 10 standard cords of wood without charge from county forest lands for individual home heating purposes. The county board shall limit removal of wood for energy conservation projects to wood that is unsuitable for commercial sale. The county board may require a permit to remove wood for energy conservation projects and may charge a fee for the permit to administer projects established under this paragraph. A county board shall restrict participation in projects established under this paragraph to residents, as defined under s. 29.001 (69), but may not restrict participation to residents of the county. No timber sale contract is required for wood removed under this paragraph.

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

28.11(4)(a) A county may file with the department an application for entry of county-owned land under this section. Such application shall include the description of the land and a statement of the purposes for which the lands are best suited. Upon the filing of such application the department shall investigate the same and it may conduct a public hearing thereon if it deems it advisable to do so at such time and place as it sees fit.

28.11(4)(b) If after such investigation the department finds that the lands constitute a well blocked county forest unit or that they block in with other established county forest lands and are otherwise suitable for the purposes of this section it shall make an order of entry designating such

lands as county forest lands. All county lands entered under and participating under ch. 77 on October 2, 1963 shall be designated "county forest lands" without further order of entry.

28.11(4)(c) If the department finds that the lands are not suited primarily for timber production and do not otherwise qualify for entry under par. (b) but that they are suitable for scenic, outdoor recreation, public hunting and fishing, water conservation and other multiple-use purposes it shall make an order of entry designating such lands as "county special-use lands".

28.11(4)(d) A copy of the order of entry shall be filed with the county clerk and the county forestry committee, and the order shall also be recorded with the register of deeds.

28.11(4)(e) From and after the filing of such order of entry, the lands therein described shall be "county forest lands" or "county special-use lands", as the case may be, and shall so remain until withdrawn as hereinafter provided.

28.11(4)(f) The department may construct and use forest fire lookout towers, telephone lines and fire lanes or other forest protection structures on any lands entered under this section and the county clerk of such county shall execute any easement on or over such lands which the department may require for forest protection. The general public shall enjoy the privilege of entering such lands for the purpose of hunting, fishing, trapping and other recreation pursuits subject to such regulation and restrictions as may be established by lawful authority.

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

28.11(5)(a) On or before December 31, 2005, a comprehensive county forest land use plan shall be prepared for a 15-year period by the county forestry committee with the assistance of technical personnel from the department and other interested agencies, and shall be approved by the county board and the department. The plan shall include land use designations, land acquisition, forest protection, annual allowable timber harvests, recreational developments, fish and wildlife management activities, roads, silvicultural operations and operating policies and procedures; it shall include a complete inventory of the county forest and shall be documented with maps, records and priorities showing in detail the various projects to be undertaken during the plan period. The plan may include an application for aids under s. 23.09 (17m). The application will be considered an annual application for these aids during the 15-year period of the plan. The initial plan may be revised as changing conditions require. Upon the expiration of the initial 15-year plan period, and upon expiration of each subsequent 15-year plan period, the plan shall be revised and shall be in effect for another 15-year period. If a plan under this paragraph is not revised upon expiration of the 15-year plan period, or if a plan under s. 28.11 (5) (a), 2003 stats., is not revised on or before December 31, 2005, that plan shall remain in effect until such time as that plan is revised and the revised plan takes effect.

28.11(5)(b) An annual work plan and budget based upon the comprehensive plan shall be prepared by the county forestry committee with the assistance of a forester of the department. The plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year. In addition the plan shall include other multiple-use projects where appropriate. A budget, listing estimated expenditures for work projects,

administration and protection of the forest, shall accompany the annual plan both to be submitted to the county board for approval at the November meeting.

#### 28.11(5m) COUNTY FOREST ADMINISTRATION GRANTS.

28.11(5m)(a) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund all of the following for one professional forester in the position of county forest administrator or assistant county forest administrator:

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

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

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

28.11(5m)(b) The department may not make a grant under this subsection for a year for which the department has not approved the annual work plan that was approved by the county board under sub. (5) (b). The department may not base the amount of a county's grant on the acreage of the county's forest land.

28.11(5m)(c) The department may choose not to make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5) (a).

28.11(5r) Sustainable forestry grants.

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

28.11(5r)(b) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund the cost of activities designed to improve sustainable forestry on the lands.

28.11(5r)(c) The department may choose not to make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5) (a).

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

28.11(6)(a) Limitations. The county forestry committee is authorized to sell merchantable timber designated in timber sale contracts and products removed in cultural or salvage cuttings. All timber sales shall be based on tree scale or on the scale, measure or count of the cut products;

the Scribner Decimal C log rule shall be used in log scaling. All cuttings shall be limited to trees marked or designated for cutting by qualified personnel recognized as such by the department.

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

28.11(6)(b)1. Any timber sale with an estimated value of \$3,000 or more shall be by sealed bid or public sale after publication of a classified advertisement announcing the sale in a newspaper having general circulation in the county in which the timber to be sold is located. Any timber sale with an estimated value below \$3,000 may be made without prior advertising. Any timber sale with an estimated value of \$3,000 or more requires approval of the secretary.

28.11(6)(b)2. Timber sales shall be subject to presale appraisals by qualified personnel recognized as such by the department to establish minimum sales value. Appraisal methods and procedures shall be approved by the department.

28.11(6)(b)3. No merchantable wood products may be cut on any lands entered under this section unless a cutting notice on forms furnished by the department is filed with and approved by the department. Any unauthorized cutting shall render the county liable to the state in an amount equal to double the stumpage value of the cut products which amount shall be paid by the county to the state. If the county does not pay the amount of such penalty to the state, the department may withhold such amount from future state contributions to the county.

28.11(6)(b)4. Within 90 days after completion of any cutting operation, including timber trespass, but not more than 2 years after filing the cutting notice, the county shall transmit to the department on forms furnished by the department, a report of merchantable wood products cut. The department may conduct any investigations on timber cutting operations that it considers to be advisable, including the holding of public hearings on the timber cutting operations, and may assess severance share payments accordingly.

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

28.11(7) County forest credit. The department shall set up an account for each county showing the lands entered; the sums previously paid under s. 28.14, 1961 stats.; the sums hereafter paid under this section; the sums previously received in the form of four-fifths severance tax collected pursuant to s. 77.06 (5), 1961 stats.; the sums received as forestry fund severance share under this section; and the sums previously reimbursed to the state on withdrawn lands pursuant to s. 28.12 (4), 1961 stats. Whenever the forestry fund account of any county shows an overpayment of such severance tax or severance share as of June 30 of any year, the department shall return such overpayment to the county. All severance taxes previously paid by any county and deposited in the general fund shall be credited to the forestry fund account of the county. If such credit exceeds the balance due to the forestry fund account from such county, the overpayment shall be credited to the county and applied in lieu of future severance shares due to the state until the county account is balanced.

#### 28.11(8) STATE CONTRIBUTION.

28.11(8)(a) (a) Acreage payments. As soon after April 20 of each year as feasible, the department shall pay to each town treasurer 30 cents per acre, based on the acreage of such lands as of the preceding June 30, as a grant out of the appropriation made by s. 20.370 (5) (bv) on each acre of county lands entered under this section.

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

28.11(8)(b)1. A county having established and maintaining a county forest under this section is eligible to receive from the state from the appropriations under s. 20.370 (5) (bq) and (bs) an annual payment as a noninterest bearing loan to be used for the purchase, development, preservation and maintenance of the county forest lands and the payment shall be credited to a county account to be known as the county forestry aid fund. A county board may, by a resolution adopted during the year and transmitted to the department by December 31, request to receive a payment of not more than 50 cents for each acre of land entered and designated as "county forest land". The department shall review the request and approve the request if the request is found to be consistent with the comprehensive county forest land use plan. If any lands purchased from the fund are sold, the county shall restore the purchase price to the county forestry aid fund. The department shall pay to the county the amount due to it on or before March 31 of each year, based on the acreage of the lands as of the preceding June 30. If the amounts in the appropriations under s. 20.370 (5) (bq) and (bs) are not sufficient to pay all of the amounts approved by the department under this subdivision, the department shall pay eligible counties on a prorated basis.

28.11(8)(b)2. The department may allot additional interest free forestry aid loans on a project basis to individual counties to permit the counties to undertake meritorious and economically productive forestry operations, including land acquisitions. These additional aids may not be used for the construction of recreational facilities or for fish and game management projects. Application shall be made in the manner and on forms prescribed by the department and specify the purpose for which the additional aids will be used. The department shall make an investigation as it deems necessary to satisfy itself that the project is feasible, desirable and consistent with the comprehensive plan. If the department so finds, it may make allotments in such amounts as it determines to be reasonable and proper and charge the allotments to the forestry fund account of the county. These allotments shall be credited by the county to the county forestry aid fund. After determining the loans as required under subd. 1., the department shall make the remainder of the amounts appropriated under s. 20.370 (5) (bq) and (bs) for that fiscal year available for loans under this subdivision. The department shall also make loans under this subdivision from the appropriations under s. 20.370 (5) (bt) and (bu).

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

#### 28.11(9) COUNTY FOREST SEVERANCE SHARE.

28.11(9)(a) Except as provided under pars. (b) and (c), on timber cut from lands entered as "county forest lands" the county shall pay a severance share of not less than 20 percent of the

actual stumpage sales value of the timber. A higher rate of payment may be applied when agreed upon by the department and the county. When cutting is done by the county and timber is not sold or is sold as cut forest products the severance share shall be 20 percent of the severance tax schedule in effect under s. 77.06 (2).

28.11(9)(ag) The severance share paid by a county to the state shall be credited to the forestry fund account of the county and shall be divided into 2 payments as follows:

28.11(9)(ag)1. An acreage loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due in the forestry fund account of the county that is attributable to loans made under sub. (8) (b) 1.

28.11(9)(ag)2. A project loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due that is attributable to loans made under sub. (8) (b) 2.

28.11(9)(am) The acreage loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bq), and the project loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bu).

28.11(9)(ar)1. Notwithstanding s. 20.001 (3) (c), if the sum of the unencumbered balances in the appropriations under s. 20.370 (5) (bq), (bt) and (bu) exceeds \$400,000 on June 30 of any fiscal year, the amount in excess of \$400,000 shall lapse from the appropriation under s. 20.370 (5) (bq) to the conservation fund, except as provided in subd. 2.

28.11(9)(ar)2. Notwithstanding s. 20.001 (3) (c), if the amount in the appropriation under s. 20.370 (5) (bq) is insufficient for the amount that must lapse under subd. 1., the remainder that is necessary for the lapse shall lapse from the appropriation under s. 20.370 (5) (bu).

28.11(9)(b) No severance share payment is required if there is no balance due in the forestry fund account of the county. A severance share payment shall not exceed the balance due in the forestry fund account of the county.

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

28.11(9)(d) Of the gross receipts from all timber sales on the county forests 10 percent shall be paid annually by the county to the towns having county forest lands on the basis of acreage of such lands in the towns.

#### 28.11(11) WITHDRAWALS.

28.11(11)(a)1. The county board may by resolution adopted by not less than two-thirds of its membership make application to the department to withdraw lands entered under this section. The county board shall first refer the resolution to the county forestry committee, which shall consult with an authorized representative of the department in formulating its withdrawal proposal.

The county board shall not take final action on the application until 90 days after referral of the application to the forestry committee or until the report of the forestry committee regarding the application has been filed with the board. The application shall include the land description, a statement of the reasons for withdrawal, and any restrictions or other conditions of use attached to the land proposed for withdrawal.

28.11(11)(a)2. Upon the filing of an application to withdraw lands under subd. 1., the department shall investigate the application. During the course of its investigation the department shall make an examination of the character of the land, the volume of timber, improvements, and any other special values. In the case of withdrawal for the purpose of sale to any purchaser other than the state or a local unit of government, the department shall establish a minimum value on the lands to be withdrawn. In making its investigation the department shall give full weight and consideration to the purposes and principles set forth in sub. (1), and it shall also weigh and consider the benefits to the people of the state as a whole, as well as to the county, from the proposed use against the benefits accruing to the people of the state as a whole and to the county under the continued entry of the lands to be withdrawn. The department may conduct a public hearing on the application, if it considers it advisable, at a time and place that it determines, except that if the county requests a public hearing in writing, the department shall hold a public hearing.

28.11(11)(a)3. If the department finds that the benefits after withdrawal of the lands described in the application under subd. 2. outweigh the benefits under continued entry of the lands and that the lands will be put to a better and higher use, it shall make an order withdrawing the lands from entry; otherwise it shall deny the application.

28.11(11)(a)4. If the application is denied, the county board may, by resolution adopted by not less than two-thirds of its membership, appeal to a review committee. The department shall submit the findings of its investigation and of any hearing on a proposed withdrawal to the committee, which shall be composed of the following members:

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

28.11(11)(a)5. 5. The review committee appointed under subd. 4. shall, by majority vote within 60 days after receiving the findings of the department, do one of the following:

- a. Approve the application for withdrawal if it finds the proposed use to be of a greater benefit considering all losses and benefits to the people of the state as a whole, as well as to the people of the county.



b. Provisionally deny the application for withdrawal giving specific reasons why it finds the proposal deficient and making any suggestions for revising the application to reduce the conflict of the proposed use with the public interest.

28.11(11)(a)6. If the committee approves a withdrawal under subd. 5., it shall notify the county board of its approval stating, as necessary, specific procedures to be followed by the county relating to the withdrawal. The county board may then by a resolution approved by not less than two-thirds of its membership, withdraw the lands from the county forest law and shall send copies of this resolution to the department and to the county register of deeds who shall record the resolution.

28.11(11)(a)7. If the committee provisionally denies the proposed withdrawal under subd. 5., it may consider an amended application for withdrawal upon presentation of the application and supporting information, or it may require additional investigation of the amended application by the department before reconsidering the application. Any additional investigation shall include additional public hearings if requested by the county, the department, or the committee.

28.11(11)(b) If the application is approved the county shall reimburse the state the amounts previously paid to the county pursuant to sub. (8) (b) which reimbursement shall be credited to the county forestry fund account; except that the department may waive all or part of such reimbursement if it finds that the lands are withdrawn for a higher public use or that the amount of such reimbursement is unreasonable when compared to the value of the land. If the department has waived any portion of such reimbursement and if at any subsequent time the land ceases to be used for the purpose designated in the application for withdrawal, the full amount of reimbursement due the forestry fund account on the lands withdrawn shall immediately become due and payable to the department and shall be credited to the forestry fund account, unless the department finds and determines that the lands will continue to be put to another higher public use in which case payments of such reimbursement may be deferred by the department so long as the lands are devoted to a higher public use. If payment is not made prior to the time of the next forestry aid payment to the county, forestry aid payments in an amount to be determined by the department shall be withheld until the amount due the forestry fund account is reimbursed.

28.11(12) ENFORCEMENT. If at any time it appears to the department that the lands are not being managed in accordance with this section it shall so advise the county forestry committee and the county clerk. If the condition persists the department may proceed against the persons responsible for such noncompliance under s. 30.03 (4).

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

28.11 History: 1971 c. 215; 1975 c. 39 s. 734; 1975 c. 342; 1977 c. 29; 1979 c. 34 ss. 723 to 725, 2102 (39) (a); 1983 a. 27; 1983 a. 192 s. 304; 1983 a. 424 ss. 2 to 5; 1985 a. 29 ss. 655ce to 655cg, 3202 (39); 1985 a. 182 s. 57; 1987 a. 27; 1989 a. 31, 79; 1993 a. 16, 184, 301; 1995 a. 27, 201; 1997 a. 237, 248; 1999 a. 9; 2001 a. 16, 103; 2003 a. 242; 2005 a. 48; 2007 a. 20.

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

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

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

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

## 1005.2 COUNTY ORDINANCES

### 1005.2.1 County Forest and Trails Ordinance

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

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

### 1005.2.2 County Park and Recreation Ordinance

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

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

### 1005.2.3 Shoreland Zoning Ordinance

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

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

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

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

**Phone (715) 539-1034**

**Fax (715) 539-8091**

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

**TIMBER SALE CONTRACT**

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

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

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

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

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

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

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

## 2. INTENT TO BID

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

## 3. PERFORMANCE BOND AND PAYMENT SCHEDULE

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

The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.
- f. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the Seller.

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

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

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

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

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

#### **6. UTILIZATION**

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

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

7. **OPERATIONAL SPECIFICATIONS**

- a. **INSPECTION:** The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.
- b. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.
- c. In clear-cut areas, all designated trees must be cut concurrently with aspen, unless alternate arrangements are agreed to by the Seller and the Purchaser. In clear-cut areas, all hardwood saplings one (1) inch and over, except oak, butternut, cherry and additional species listed as no cut on the Contract map, must be cut concurrently with the stand or within 30 days thereafter. A penalty of \$50 per acre will be assessed for violation of this provision. Any variations from this standard will be stated on the Contract map.
- d. The Seller must approve skidding method and equipment.
- e. The Seller reserves the rights to establish cutting compartments and designate the sequence in which they will be cut.
- f. Best Management Practices (BMPs) requirements and other Guidelines:
  - (1) The Purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in "*Wisconsin's Forestry Best Management Practices for Water Quality*" published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required. Contract maps will show restricted equipment or riparian management zones if they apply.

- (2) The Purchaser shall comply with all recommended Forestry BMPs for Invasive Species as described in "*Wisconsin's Forestry Best Management Practices for Invasive Species*" published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09, unless specifically provided otherwise below. The publication can be found on the Council on Forestry website at: <http://council.wisconsinforestry.org/invasives/forestry>
  - (3) The Purchaser shall comply with all General Guidelines as described in "*Wisconsin's Forestland Woody Biomass Harvesting Guidelines*" published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise below. The publication can be found on the Council on Forestry website at: <http://council.wisconsinforestry.org/biomass/>
- g. All logging operations may be suspended temporarily, at the discretion of the Seller, for various reasons such as fire prevention, disease prevention, soil protection, residual stand protection, or site use priority. When feasible, dates of prohibited operation will be shown on the Contract map.
- h. For silvicultural management purposes, various tree species may be designated for advanced protection. Special conditions will be on the Contract map. The Purchaser agrees to strictly adhere to this no cut provision.
- i. HRD (Heterobasidion root disease) Prevention and Treatment
- (1) The Purchaser shall be required to implement the following prevention methods for HRD (Heterobasidion disease) on red, white or jack pine, white spruce or fir sites where management of pine, white spruce or fir is the objective. These sites will be identified on the timber sale map.
  - (2) The Purchaser shall enter this harvest with equipment clean of soil or debris from the previous harvest. In addition, if previous job(s) included entering stands with confirmation of HRD, make sure to clean logging equipment (tires, tracks, cutting head, etc) with pressurized water prior to entering this harvest.
  - (3) If HRD does not exist within the timber sale stand(s), then the following conditions will apply:

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

OR

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

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

- h. Applicator shall ensure performance of all applications to be safe, competent, and environmentally sound. Applicator shall use and maintain work procedures that will safeguard the public, Lincoln County Forestry Department personnel, and Applicator's own personnel and which comply with all relevant federal and state laws.
- a) If HRD is discovered in the harvest unit prior to the completion of this sale, a harvest protocol of infected area(s) as outlined below shall be established and all harvest equipment must be cleaned of soil prior to leaving this harvest.

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

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

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

**8. NOTICE OF INTENT TO CUT**

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

**9. SLASH AND DEBRIS DISPOSAL**

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

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

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



## 11. SCALING AND CONVERSION FACTORS

- a. All wood hauled under the lockbox system will be mill scaled unless other arrangements are made or required by Seller. The Purchaser must notify the Seller at least two (2) working days in advance if woods scale of forest products is required. Piles must be level and square with at least three (3) cords per pile. Under this system, absolutely no forest products may be removed from the sale area unless they have been scaled and painted by a representative of the Seller. Removal of forest products shall be under either the lockbox ticket method or woods scale method, not both, unless agreed upon by the Seller and the Purchaser.
- b. When two or more species or products having different stumpage rates are mixed, the higher of the rates will apply unless alternate arrangements are agreed upon by the Seller and the Purchaser.
- c. All cordwood volumes are based on unpeeled measure. Unless otherwise specified, a cord is 4 feet X 4 feet X 100 inches. It is agreed that 12.5% will be added to sap peeled volume, 16% for ring-debarked volume and 25% will be added to other machine peeled volume to calculate equivalent unpeeled volume.
- d. All firewood must be woods scaled, unless other arrangements have been made. Wood must be decked properly for scaling.
- e. The Scribner Decimal C Log Rule along with the Official Lake States Grading Rules for Northern Hardwood and Softwood Logs and Tie Cuts shall be used for scaling logs. Variations to this specification will be at the discretion of the Seller.
  - (1) All sawlogs must be separated from pulpwood when decked.
  - (2) If sawlogs are woods scaled, the Purchaser will clearly mark the length of all sawlogs on the small end, or logs must be clearly separated by length, and all small ends must face the landing or road, and logs must be decked neatly.
  - (3) Log decks to be scaled will not exceed six (6) feet in height.
- f. Maximum trim allowance on sawlogs shall be eight (8) inches. Sawlogs overrunning this allowance shall be scaled to the next even foot of scaling measure.
- g. Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
- h. WEIGHT CONVERSIONS: Payment for forest products meeting the pulpwood definition will be billed for at the bid rate per ton based on the mill weight scale. For products that are required to be converted from cords to tons, or tons to cords, payment will be made at the bid rate based on those weight conversions set forth in the DNR handbook. A conversion of 2.4 tons per cord will be used as a standard for mixed hardwood pulp products.
- i. Wood may be pro-rated when market dictates or upon agreement between the Seller and the Purchaser. The Seller has an established policy for pro-rating of wood products.
- j. Whole tree chipping is allowed on eligible sales and upon agreement between the Seller and the Purchaser. The Seller has an established policy on stumpage calculations for whole tree chipping operations.

## 12. LOCKBOX TICKET SYSTEM (LBT)

- a. Tickets can be issued after the Contract is signed. Tickets may be issued for one week's hauling or to the value of 60% of the performance bond, unless other arrangements have been made. Tickets are issued for the contract specified on the lockbox ticket, and shall not be used for any other contract. No slips of paper or facsimiles will be allowed to take the place of a lockbox ticket. Double stumpage will be assessed for any wood hauled without a lockbox ticket.
- b. The Seller shall place a Lockbox on the sale area before any forest products may be moved.
- c. The Purchaser shall provide the Seller with a list of all destinations of forest products to be removed from the sale area. Changes in forest product destination shall be reported before hauling to the new destination.

- d. **TRUCK DELIVERY:** A list of all truckers that will be hauling forest product from the sale area shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate lockbox tickets. Each lockbox ticket has three (3) copies. At the time a load of forest product leaves the sale area, the appropriate portion of the lockbox ticket marked "box" shall be clearly and completely filled out and deposited IN the lockbox. When transporting forest products from the sale area, the truck driver shall have in his/her possession the "mill" and "trucker" portion of the lockbox ticket applicable to the load. The middle portion of the lockbox ticket marked "mill" shall be detached at the point where the forest product is scaled and attached to a duplicate copy of the scale slip. If the mill does not accept this portion of the ticket, it is the Purchaser's obligation to return it to the Seller with truck portion of lockbox ticket. The third copy of the lockbox ticket marked "trucker" must be returned with scale slip to the Seller at the end of each week.
- e. If the mill scale slip and attached lockbox ticket is not received at the Seller's office within the time frames listed as follows, the subsequent charges may apply: Five dollar (\$5.00) penalty per slip after 14 days of scale date; Ten dollar (\$10.00) penalty per slip after 21 days of scale date; Double stumpage per slip after 30 days of scale date.
- f. Failure to deposit tickets in the lockbox each time a load of cut forest product leaves the sale area shall be considered wood theft. Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for timber theft, theft, criminal damage to property, or a violation of administrative rule or ordinance.
- g. **RAIL CAR SHIPMENT TO A MILL:** The appropriate portion of the lockbox ticket shall be attached to the bill of lading for the car. At the mill, the lockbox ticket shall be attached to a copy of the scale slip, and then returned to the Seller within seven (7) calendar days. (Refer to Clause 12-d.)
- h. Lockbox tickets must be used for unscaled wood being hauled to a temporary wood yard location. The lockbox ticket must indicate the temporary wood yard name and location, and pile number. The trucker copy of the lockbox ticket must be mailed to the Seller's office at the end of each week. The mill copy of the lockbox ticket must accompany scale. (Refer to Clause 12-e.)
- i. Billing for wood products shipped under the lockbox ticket method will be upon the receiving of mill scale slips at the Seller's office.
- j. All unused lockbox tickets shall be returned to the Seller immediately upon completion or termination of the Contract. There may be a ten dollar (\$10.00) charge for each lost lockbox ticket.

### **13. INDEMNIFICATION**

The Purchaser assumes and agrees to protect, indemnify, and save harmless the Seller (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

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

The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 7.g. or for breach of this Contract. The Seller further agrees it will exercise no control over the selection and dismissal of the Purchaser's employees.

**15. INSURANCE NOTIFICATION**

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

**16. LOGGER TRAINING REQUIREMENTS**

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

The Purchaser is responsible for ensuring that 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.

**17. NONDISCRIMINATION**

In connection with performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; pay rates or other forms of compensation; and selection for training, including affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.

**18. ASSIGNMENT**

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

**19. ENTIRE CONTRACT**

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

**20. CONTRACTING PARTIES**

- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.
- b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.

**21. FOREST CERTIFICATION**

The area encompassed by this timber sale 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.

**22. SOIL DISTURBANCE AND RUTTING**

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

**Thresholds for Soil Disturbances**

**Forest Infrastructure**

**Soil Disturbances are Excessive if:**

Roads, Landings, Skid Trails and General Harvest Area

A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream or lake.

Roads, Landings, and Primary Skid Trails

In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more. In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.

Secondary Skid Trails and General Harvest Area

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

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

**23. OTHER CONDITIONS**

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

1010.2 TIMBER SALE EXTENSION/RENEWAL POLICY

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

**Phone (715) 539-1034** \_\_\_\_\_

**Fax (715) 539-8091**

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

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

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

Dear Contractor:

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

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

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

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

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

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

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

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

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

Sincerely,

Name  
Program Assistant

Enc.

1000-27

# INTENT TO BID

If you are bidding as an INDIVIDUAL complete the following:

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

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

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

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Cell Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

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

Check one box and sign below -

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

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

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

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

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

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

# APPLICATION FOR RENEWAL

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

What are your intentions in completing this contract?

---

---

---

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

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

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

---

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

PLEASE COMPLETE AND RETURN

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

Phone (715) 539-1034

Fax (715) 539-8091

**EXTENSION TO  
TIMBER SALE CONTRACT**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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



1010.3 FIREWOOD PERMIT

FIREWOOD PERMIT NO. 0-00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

1010.4 PRIVATE ACCESS PERMIT

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

**ACCESS PERMIT**

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

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

**Legal Description:  
Section 00, T00N-R00E, Lincoln County, WI.**

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

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

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

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Kleinschmidt, Forest Administrator

\_\_\_\_\_  
Date

## 1010.5 CAMPING POLICY

### Lincoln County Forest Camping Policy

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

## 1010.6 TREE STAND POLICY

### Lincoln County Forest Tree Stand Policy

#### ELEVATED PLATFORMS AND PORTABLE TREE STANDS.

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

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

## 1010.7 TRAIL CAMERA POLICY

### Lincoln County Forest Trail Camera Policy

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

1010.8 BOUGH PERMIT

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

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

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

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

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

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

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

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

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

Permittee agrees to pay the Lincoln County Forestry, Land & Parks Department the sum of \$100.00(nonrefundable) for a permit which expires no later than December 31, 2019.

The permittee agrees to the following conditions:

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

**1010.8 BOUGH PERMIT**

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

---

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

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

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



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

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

**CHRISTMAS TREE CUTTING PERMIT**

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

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

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

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

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

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

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

The Permittee assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**1010.10 LYCOPODIUM PERMIT**

**LYCOPODIUM PERMIT**

Lincoln County Forestry, Land and Parks Department, 801 North Sales Street, Suite 106, Merrill, Wisconsin, grants permission to \_\_\_\_\_ Name, Address \_\_\_\_\_ Phone: \_\_\_\_\_ to pick Lycopodium in the following described area: Section 00 T00N R0E for the period of \_\_\_\_\_ through \_\_\_\_\_.

**NO PICKING WITHIN 100 FEET OF ROADS, LAKES, RIVERS OR STREAMS.  
NO VEHICLE TRAFFIC ON BLUE BIRD LAKE ROAD.**

Permit fee - \$15.00

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

The Permittee assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

Others picking on permit: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator  
Lincoln County Forestry, Land and Parks Department

\_\_\_\_\_  
Date



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

**SEEDLING PERMIT**

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

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

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

The Permittee assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1010.13 ORGANIZED EVENT PERMIT

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

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

**TRAIL USE PERMISSION  
For ORGANIZED EVENT**

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

DATE

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

The User (ORGANIZATION NAME) assumes and agrees to protect, indemnify, and save harmless  
the Owner (Lincoln County), its representatives, agents, officers, and employees from and against  
any and all claims, demands, suits, causes of action, liability, costs, or expense by reason of loss or  
damage to any property or bodily injury to any person, including death, as a direct or indirect result  
of operations under this Permit or in connection with any action or omission of the User, who shall  
defend the Owner, its representatives, agents, officers, and employees in any such cause of action,  
claim or suit.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Kleinschmidt  
County Forest Administrator

\_\_\_\_\_  
Date

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

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

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

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

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

This permit must accompany maintenance crew.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## LINCOLN COUNTY FORESTRY DISABLED MOTORIZED ACCESS PERMIT

Permittee Name: \_\_\_\_\_  
(typed or printed)

Assistant Name: \_\_\_\_\_  
(typed or printed)

This permit allows the Permittee to operate a licensed automobile/truck or registered ATV to access the controlled access area(s) defined below:

Description of road Section 00 T00N-R0E Town of XXXX. \_\_\_\_\_

This permit is valid from \_\_\_\_\_ Date \_\_\_\_\_ through \_\_\_\_\_ Date \_\_\_\_\_, inclusive.

Permit issued by: \_\_\_\_\_  
Lincoln County Forest Administrator

\_\_\_\_\_ Date

### CONDITIONS

1. The Permittee must carry this permit with them while exercising their Disabled Motorized Access privileges.
2. The Lincoln County Forestry, Land & Parks Department does not guarantee the condition of the trail for motor vehicle use. Caution is advised.
3. Permittee must use caution to not cause any damage while operating vehicle on County Forest roads or trails.
4. All gates must be closed and locked immediately after passing through them. A Key Holder Agreement must be signed and on file at the Lincoln County Forestry office.
5. The Lincoln County Forestry Department may immediately cancel or revoke this permit by oral or written notice if the forest administrator feels that the permit is no longer in the best interest of Lincoln County or upon breach of any condition or restriction of this permit. Permit revocation may also subject violator to prosecution.
6. The parties agree to indemnify and save harmless the other party, its agents and employees from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or

1010.15 DISABLED HUNTER PERMIT

bodily injury to any person whatsoever, that may accrue from the other party's use or negligence of the illustrated land.

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

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

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

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

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

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

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

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

Inquiries may be directed to:

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



1010.16 TRAPPER PERMIT

## LINCOLN COUNTY FORESTRY, LAND & PARKS DEPARTMENT

Lincoln County Service Center  
801 N. Sales Street, Suite 106  
Merrill, Wisconsin 54452

Phone: 715-539-1034

Fax: 715-539-8091

### TRAPPER PERMIT

To Whom It May Concern: Name, Address, Phone Number

Name, Address, Phone

has permission to utilize an ATV Description of Road, Town of XXX, Lincoln County Forest, Section 00-T00N-R0E.

Location or Legal Description

for trapping purposes Date.

The Permittee assumes and agrees to protect, indemnify, and save harmless the Owner (Lincoln County), its representatives, agents, officers, and employees from and against any and all claims, demands, suits, causes of action, liability, costs, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Owner, its representatives, agents, officers, and employees in any such cause of action, claim or suit.

Permittee

Date

Kevin Kleinschmidt  
County Forest Administrator

Date

**The Permittee must carry this permit with them while traveling in the above described controlled access area.**

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

Phone (715) 539-1034

Fax (715) 539-8091

**KEY HOLDER AGREEMENT**

(Circle the #1 that applies)

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

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

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

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

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

Number of keys:   1  

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

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

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

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

Name: \_\_\_\_\_  
(please print)

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

\_\_\_\_\_

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

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

**LINCOLN COUNTY PARK SHELTER RESERVATION FORM**

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

**RULES & REGULATIONS**

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

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

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

\_\_\_\_\_ New Wood Park Shelter #1-near river (No electricity)  
 Fee: \$10.00; Security Deposit: \$25.00

\_\_\_\_\_ New Wood Park Shelter #2-near playground (No electricity)  
 Fee: \$10.00; Security Deposit: \$25.00

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

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

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

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

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

# USE PERMIT

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

Name:

Address:

Phone:

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

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

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

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

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

- a. The foregoing grants are made without covenant of title or for quiet enjoyment and without warranty of title express or implied, and are subject and subordinate to all outstanding or superior rights.
- b. The foregoing grants are also subject and subordinate to the prior and continuing right of Owner to the use of its entire property, on, upon, along, over, under, across and through any or all parts of Owner's property, and to permit others to do so, all or any of which may be freely done at any time or times by Owner or others with Owner's permission.
- c. The foregoing grants are for use solely for the accommodation of the Permittee and members of their household.
- d. The permit fee is \$ \_\_\_\_\_ Permit is non-transferrable.
- e. The foregoing grants are made subject to Permittee's agreement to make no alternations or improvements whatsoever in the permit area without first obtaining written approval therefor from Owner.

- f. If the Owner determines that further use of the above-described property by the Permittee is not in the best interest of the Owner, for whatever reason, the Owner reserves the right to retain permit fee and cancel this permit by thirty (30) days written notice to the Permittee by the Owner.
- g. The Permittee shall maintain this area under the permit in a safe, clean and environmentally sound condition.
- h. No property of the Permittee will be allowed on the Owner's land except for permitted items.
- i. At the Owner's discretion, the Permittee agrees to reimburse the Owner or remediate any property damage to the subject property that may arise from the permitted use of the described lands.
- j. The Permittee does not accrue any right of ownership of the land the permitted use covers.
- k. Should the general intended use for which this permit was granted be changed or altered, this permit shall be automatically null and void by action of the Lincoln County Forestry Administrator.
- l. The Permittee agrees to protect, indemnify, and save harmless the Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, including attorney's fees, by reason of loss or damage to any property or bodily injury, including death, to any person whatsoever, that may arise from the construction and placement of objects on described lands and from the maintenance or use of the described land, and the Permittee shall defend the Owner in any such action or claim upon request of the Owner.

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

ATTEST:

OWNER: Lincoln County

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

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

PERMITTEE:

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

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

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LINCOLN )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named \_\_\_\_\_ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LINCOLN )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named \_\_\_\_\_, Chairman, Lincoln County Forestry, Land & Parks Committee, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LINCOLN )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named \_\_\_\_\_, Lincoln County Forestry, Land & Parks Administrator, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

It is highly recommended trail sponsors research and understand soil types in project areas. Consult county soil survey data or NRSC web soil data for reference in determining soil suitability for motorized use. When relying on information contained in soil survey data, keep in mind mapped soil types in an individual county or specific area may not always accurately depict actual on the ground conditions. Recreational trail projects require on-site visits and knowledgeable managers. Most ATV/UTV trail systems require soil surfaces that can accommodate vehicular traffic for adequate maintenance, this often means accommodating loaded dump trucks and graders.

When applying surface material consider the following options:

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

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

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

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

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

- Projects on these soil types typically require a minimum of 6” loose/4” compacted finish material. Some projects may require a maximum 4” – 6” crushed stone over a 6” base course of graded rock. A maximum of 12” loose / 6” compacted is accepted for these types
- It may be more feasible on certain sites , especially those with long distance slopes (it is common to find slopes of ¼ mile or more on terminal end moraines with these soil types), to add a larger diameter crushed rock as a base layer and a lighter gravel, or other suitable material, cap over the top. Rock armoring on these slopes is intended for spot applications only and not the entire trail surface.

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

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

## Trail Types

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

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

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

## 1015 FACILITIES AND REPORTS

### 1015.1 RECREATIONAL INVENTORY

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

- Boat landings

Ament Lake

Beaver Lake

Bennett Lake

Bruce Lake

Camp Lake

Camp New Wood County Park

Clara Lake

Cranefoot Lake

Doering Lake

Doris Lake

Fox Lake

Horn Lake

Harrison Flowage

Henson Lake

High Lake

Kordick Lake

Long Lake

Lost Lake

Luecks Lake

Mist Lake

Moraine Lake

Oak Lake

Otter Lake

Penny Lake

Roothouse Lake

Tahoe Lake

Triangle Lake

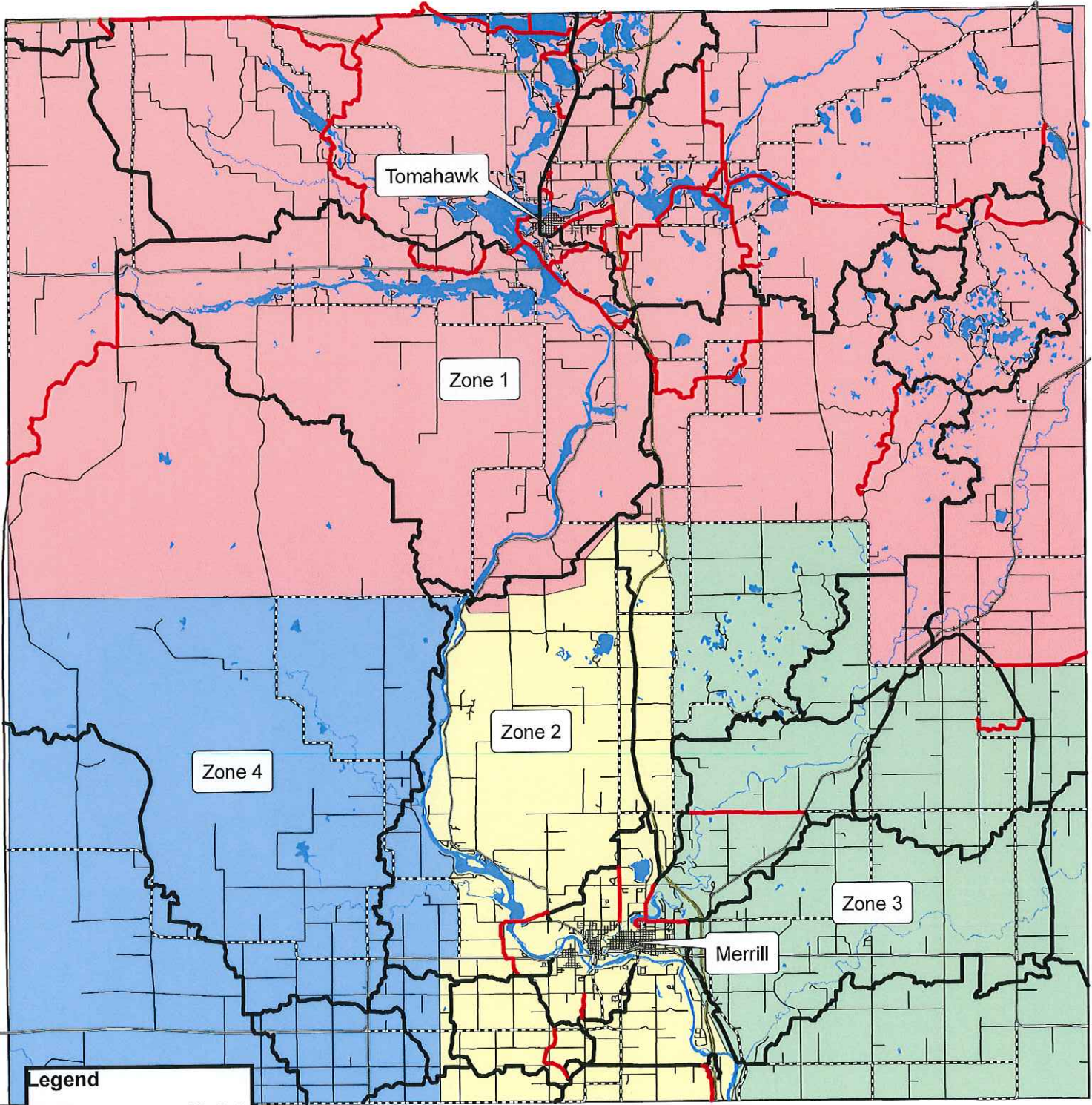
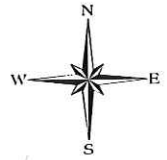
Underdown Lake

- Other recreational developments

Roothouse Lake

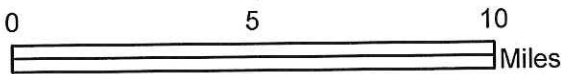
Prairie Dells

# 1020.1 Lincoln County Snowmobile Map



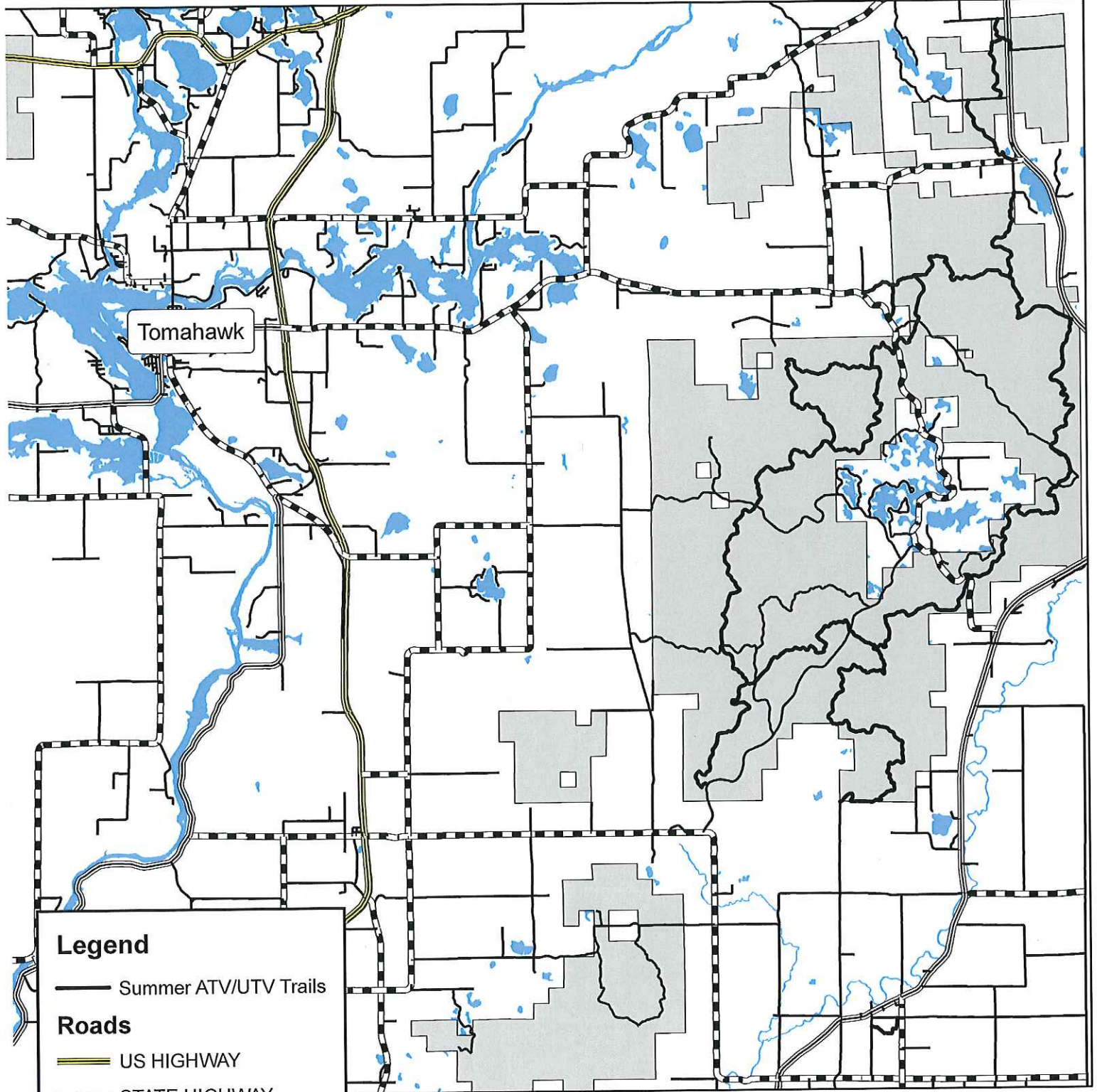
**Legend**

- Funded Snowmobile Trails
- Club Trails
- Roads**
- US HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- TOWN ROADS
- FOREST ROADS



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

# 1020.2 Lincoln County Summer ATV/UTV Trails



Tomahawk

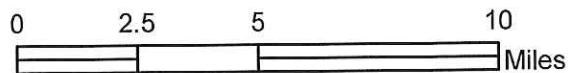
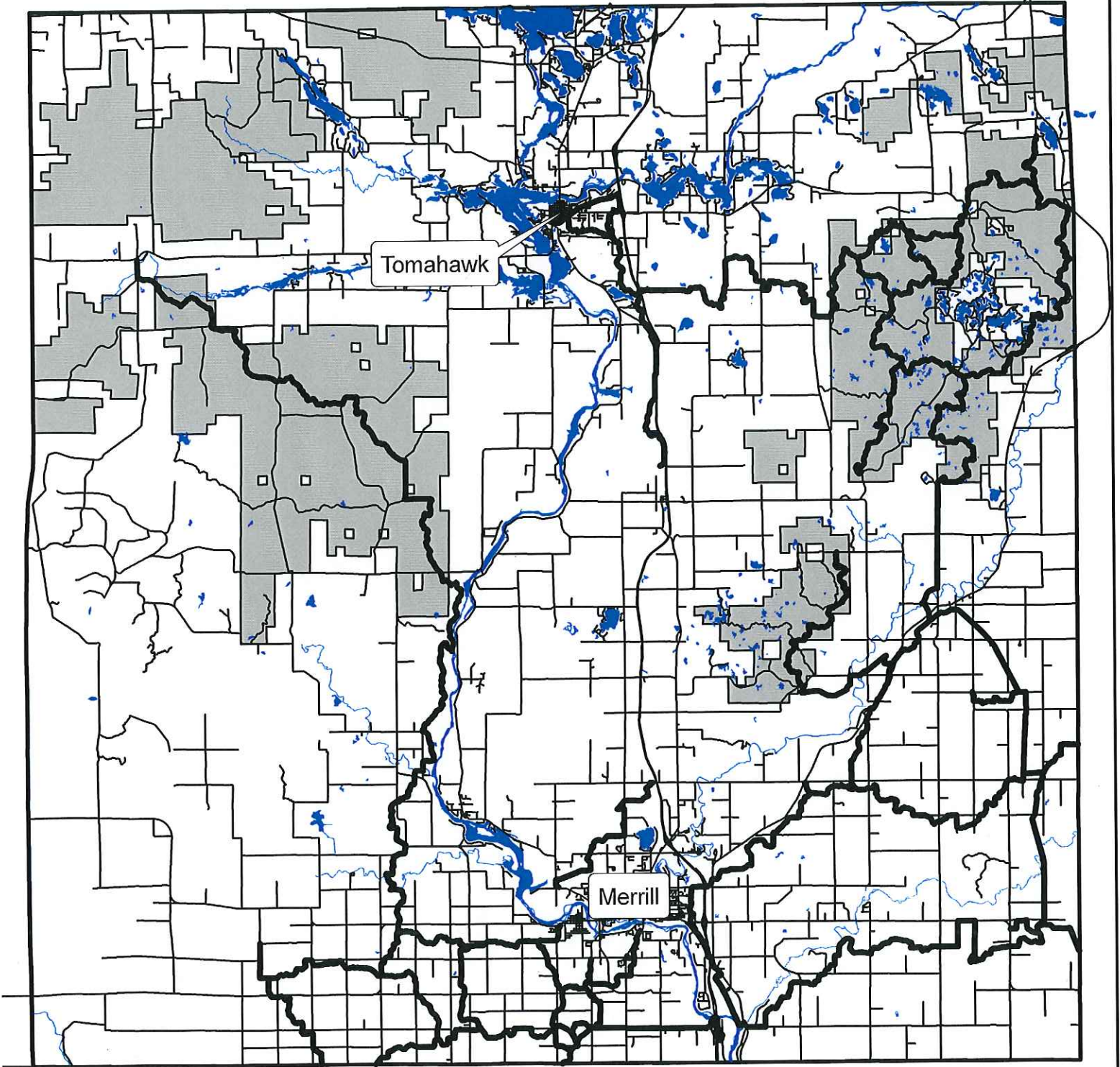
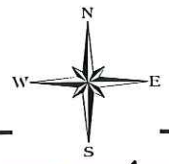
**Legend**

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



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# 1020.3 Lincoln County Winter ATV Trails



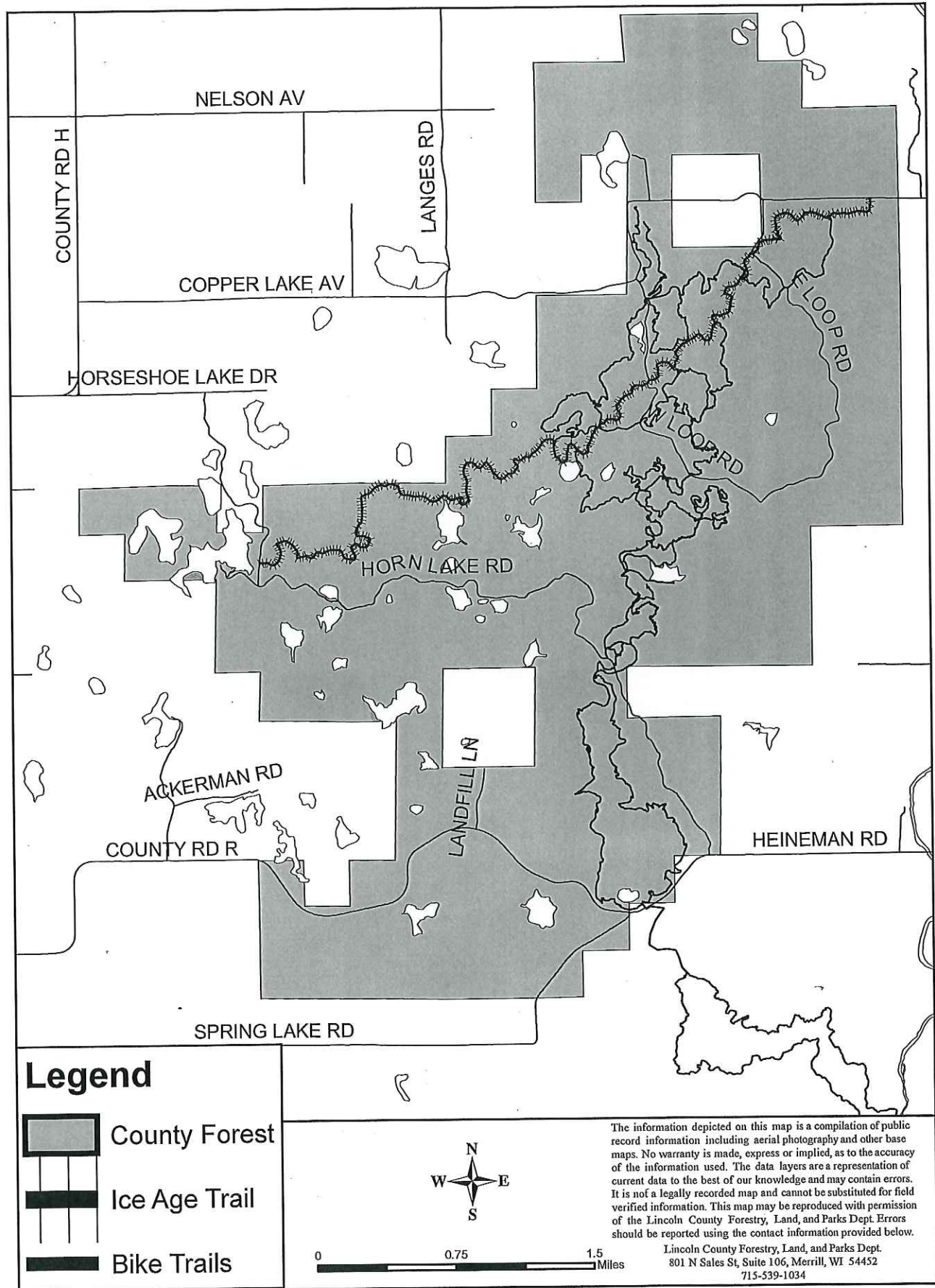
## Legend

-  Winter ATV Trails
-  County Forest

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# Underdown Bike Trail



## Legend

-  County Forest
-  Ice Age Trail
-  Bike Trails

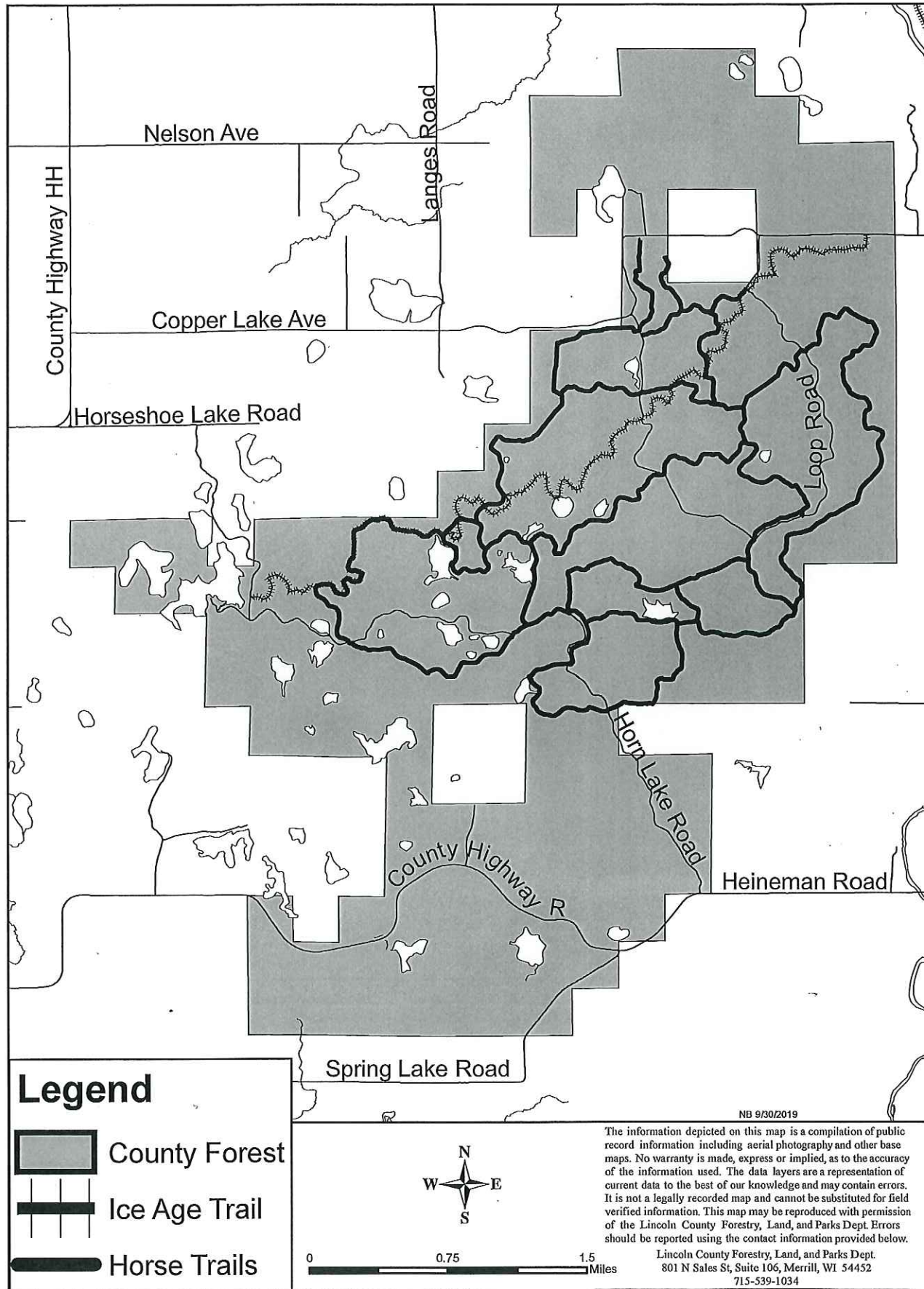


0 0.75 1.5 Miles

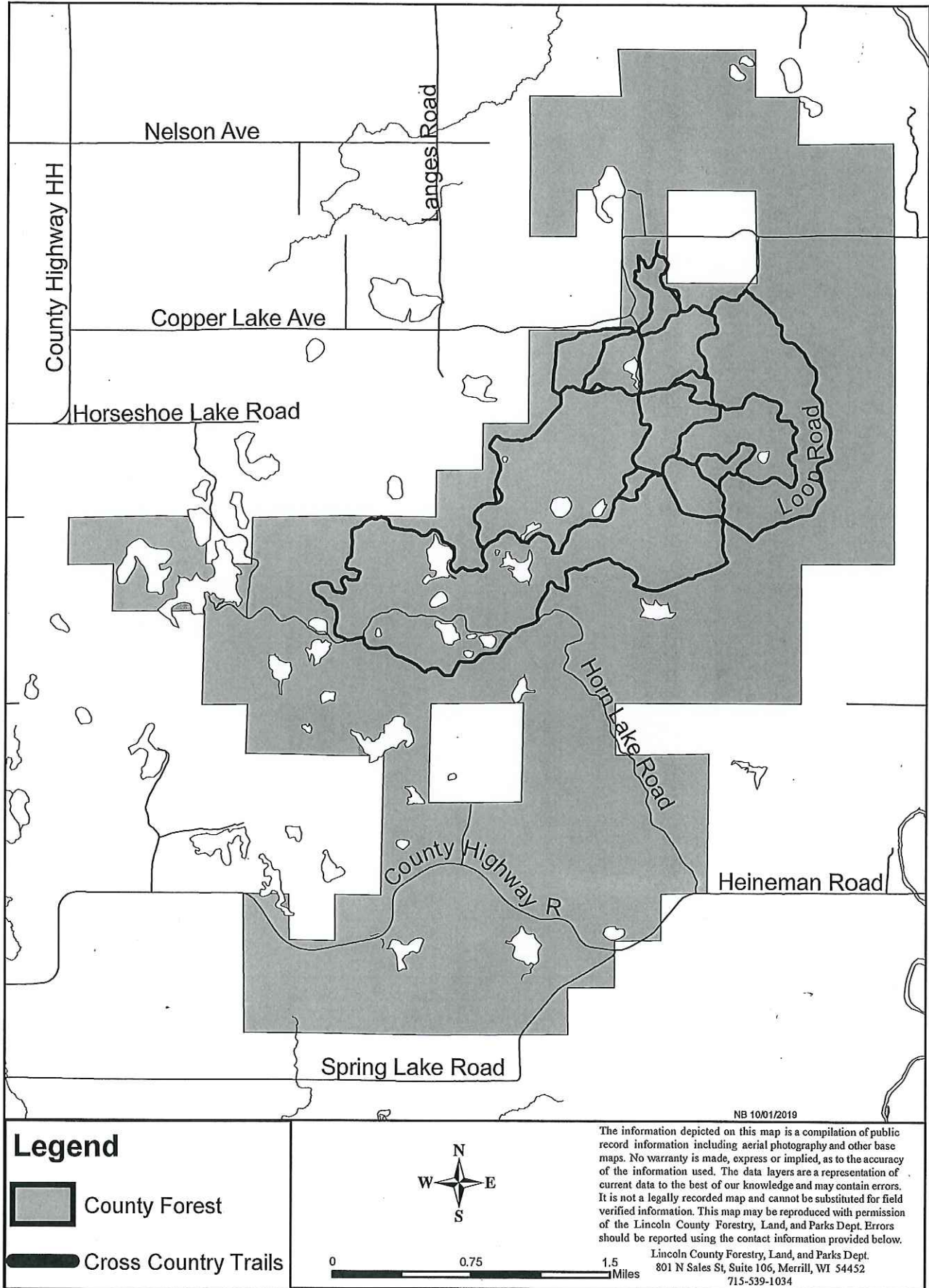
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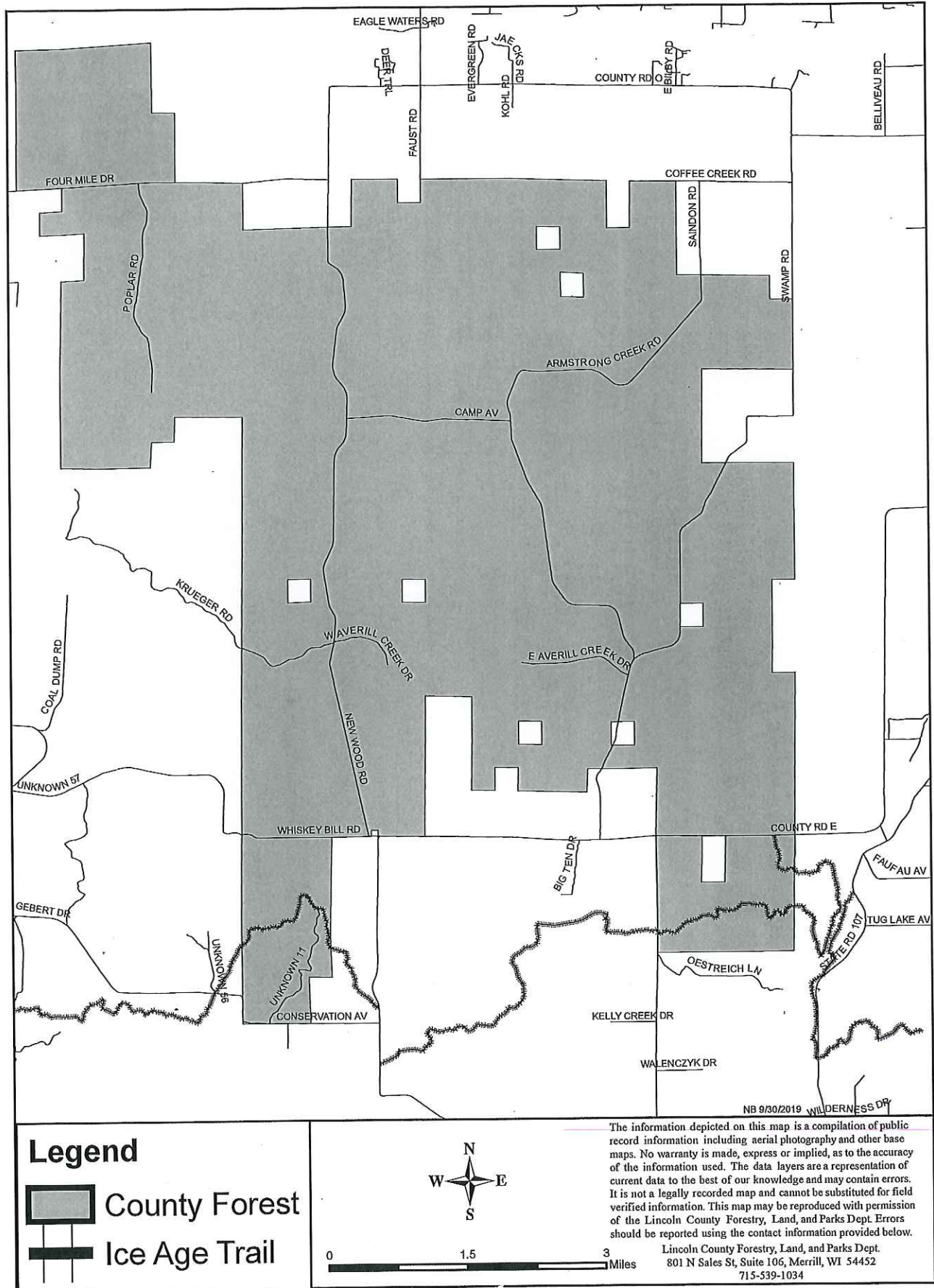
# 1020.5 Underdown Horse Trail



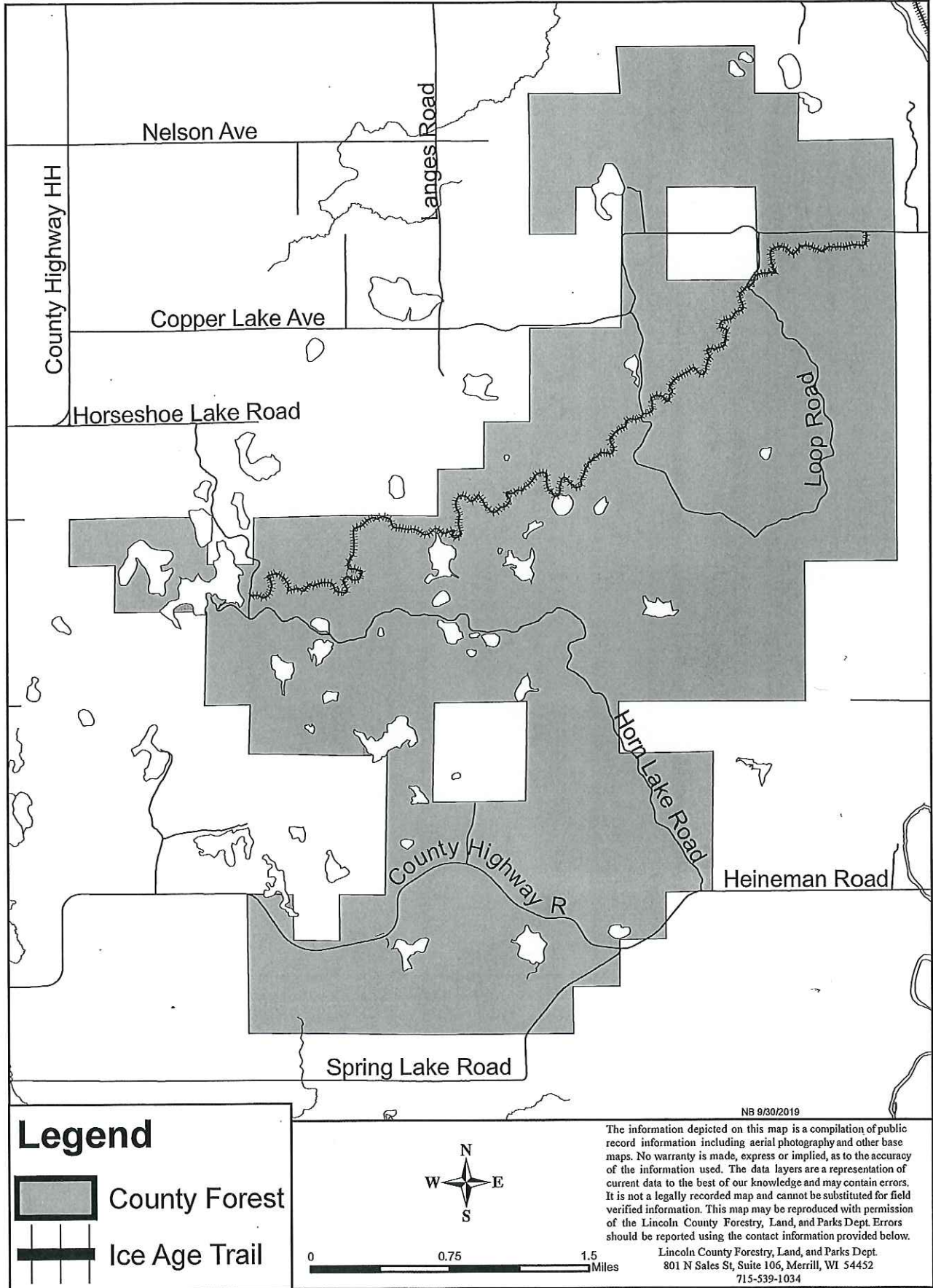
# 1020.6 Underdown Cross Country Ski Trail



# Newwood Ice Age Trail



# 1020.8 Underdown Ice Age Trail



## Legend

-  County Forest
-  Ice Age Trail

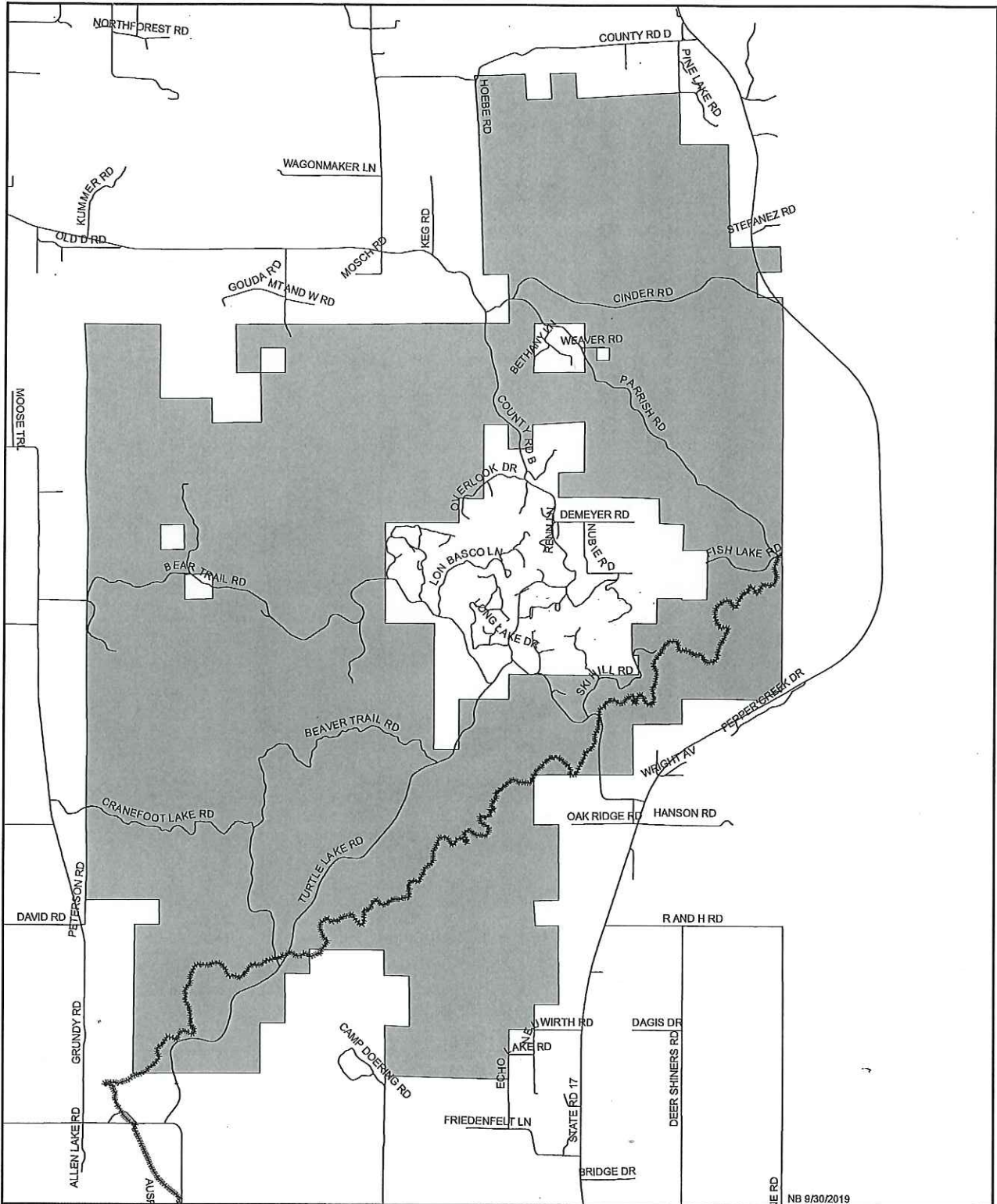


0 0.75 1.5 Miles

NB 9/30/2019

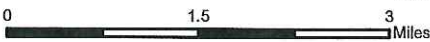
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715-539-1034



### Legend

-  County Forest
-  Ice Age Trail

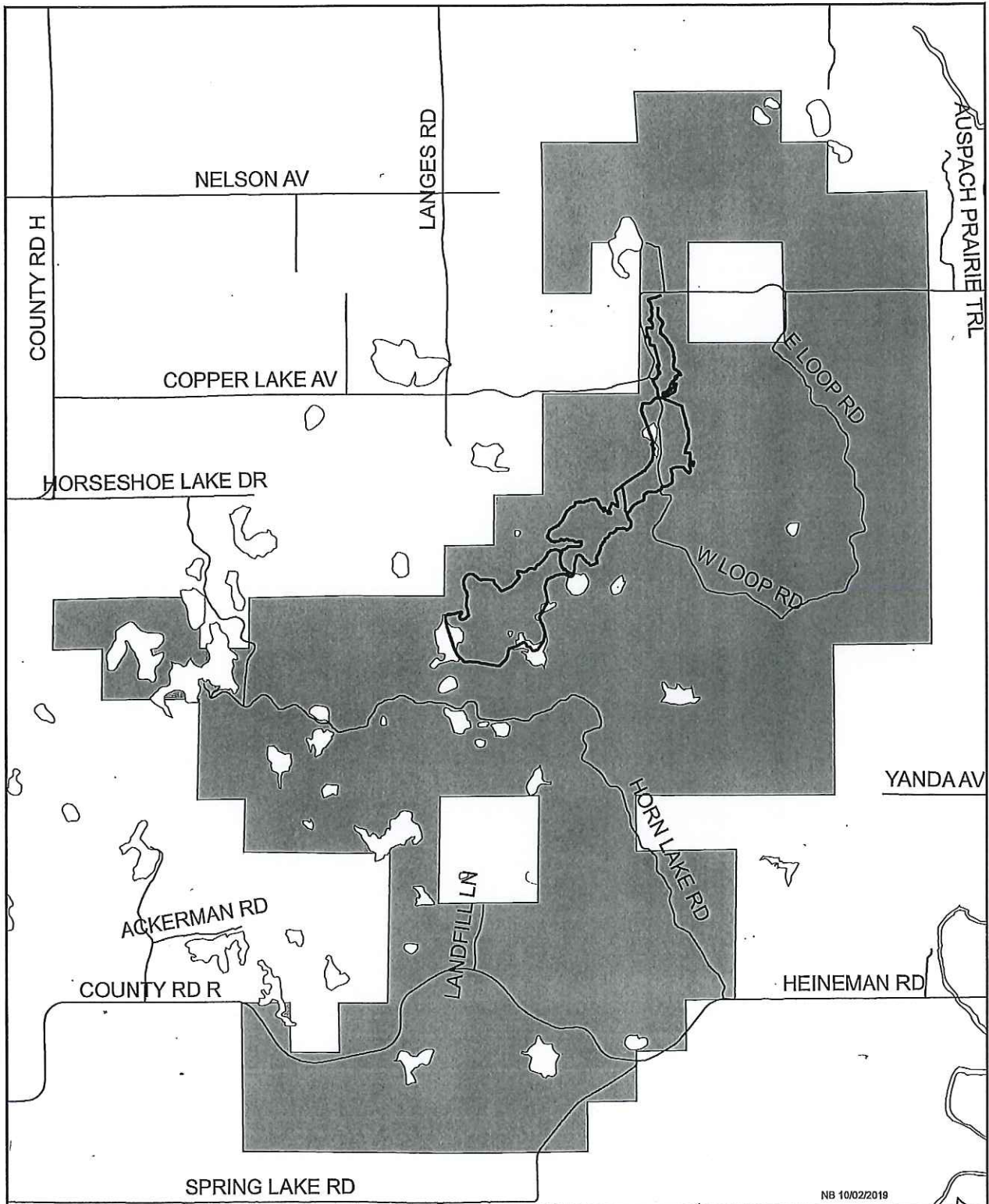


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 715-539-1034

NB 9/30/2019

# 1020.10 Underdown Snowshoe/Fat Tire Bike Trails



**Legend**  
 Snowshoe/Fat Tire Trails

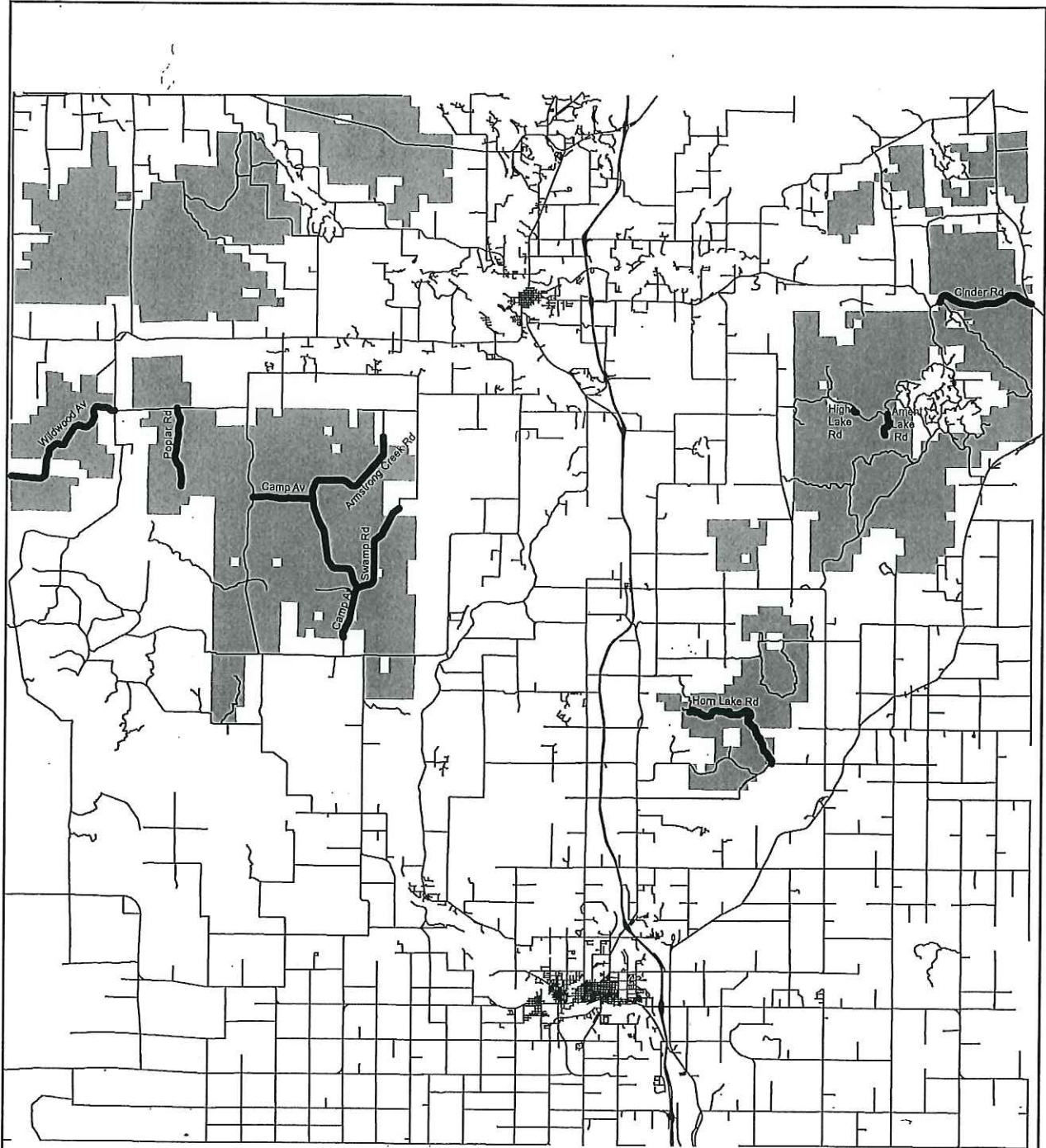


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 715-539-1034

NB 10/02/2019

# Lincoln County Forest Certified Road Map



LR 9/30/19

### Legend

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



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**County Forest Administrator's Report**  
**Department Activity January 1, 2020 – January 31, 2020**

Specific Activities

1/6-Forestry, Land and Parks Committee Meeting  
1/7-Met with IT and Highway for Utility Pole Location at Shop  
1/15-Presentation to Merrill High School Forestry Class  
1/20-Safety Plan Meeting  
1/22-Met with Finance Dept. Accountant on 2019 Fixed Asset's  
1/23-Department Head Meeting  
1/24- Merrill High School Student Job Shadow  
1/28-Met with Merrill Parks Director and River Bend Trail Foundation President  
1/29-WCFA Budget Committee Conference Call  
1/29-WCFA Legislative/Forest Certification Conference Call

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  
2020 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

Lincoln County Employee Timesheet

Name: Kevin Kleinschmidt Department: Forestry Pay Period: 12/30/2019 To: 1/12/2020

Employee Number: 143 Nonrepresented  
 FLSA Status: Exempt

Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Hours	Pay Category	FMLA hours
8			8	8			8	8.5	8.5	7	8			64	Regular: Forestry	
	8	8												16	Holiday:	
														0	Paid Sick Allowance:	
														0	Paid Funeral Leave:	
														0	Worker's Compensation:	
8	8	8	8	8	0	0	8	8	8	8	8	0	0	80	TOTAL HOURS PAID	
														0		
8	8	8	8	8	0	0	8	8.5	8.5	7	8	0	0	80	TOTAL HOURS REPORTED	

I certify that the foregoing is true and correct.

*Kevin Kleinschmidt*

Employee signature

Supervisor signature

Mandatory for all employees

GRANT ALLOWABLE EXPENDITURES

GRANT NAME/PROJECT:  
 GRANT NAME/PROJECT:  
 GRANT NAME/PROJECT:  
 GRANT NAME/PROJECT:

COMPLETED BY:

Lincoln County Employee Timesheet

Name: Kevin Kleinschmidt

Department: Forestry

Pay Period:

Employee Number: 143

Representative Status: Nonrepresented

FLSA Status: Exempt

From: 1/13/2020

To: 1/26/2020

Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Hours	Pay Category	FMILA hours
7	8	8.5	8.5	8			8.5	8.5	8	8.5	8			81.5	Regular: Forestry	
														0	Vacation:	
														0	Holiday:	
														0	Paid Sick Allowance:	
														0	Paid Funeral Leave:	
														0	Worker's Compensation:	
														80	<b>TOTAL HOURS PAID</b>	
														0		
														0		
														81.5	<b>TOTAL HOURS REPORTED</b>	

I certify that the foregoing is true and correct.

*Kevin Kleinschmidt*

Employee signature

Supervisor signature

Mandatory for all employees

GRANT ALLOWABLE EXPENDITURES

GRANT NAME/PROJECT: \_\_\_\_\_  
 GRANT NAME/PROJECT: \_\_\_\_\_  
 GRANT NAME/PROJECT: \_\_\_\_\_  
 GRANT NAME/PROJECT: \_\_\_\_\_

COMPLETED BY: \_\_\_\_\_