

POLK COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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Revised 2-11-12

CHAPTER 900

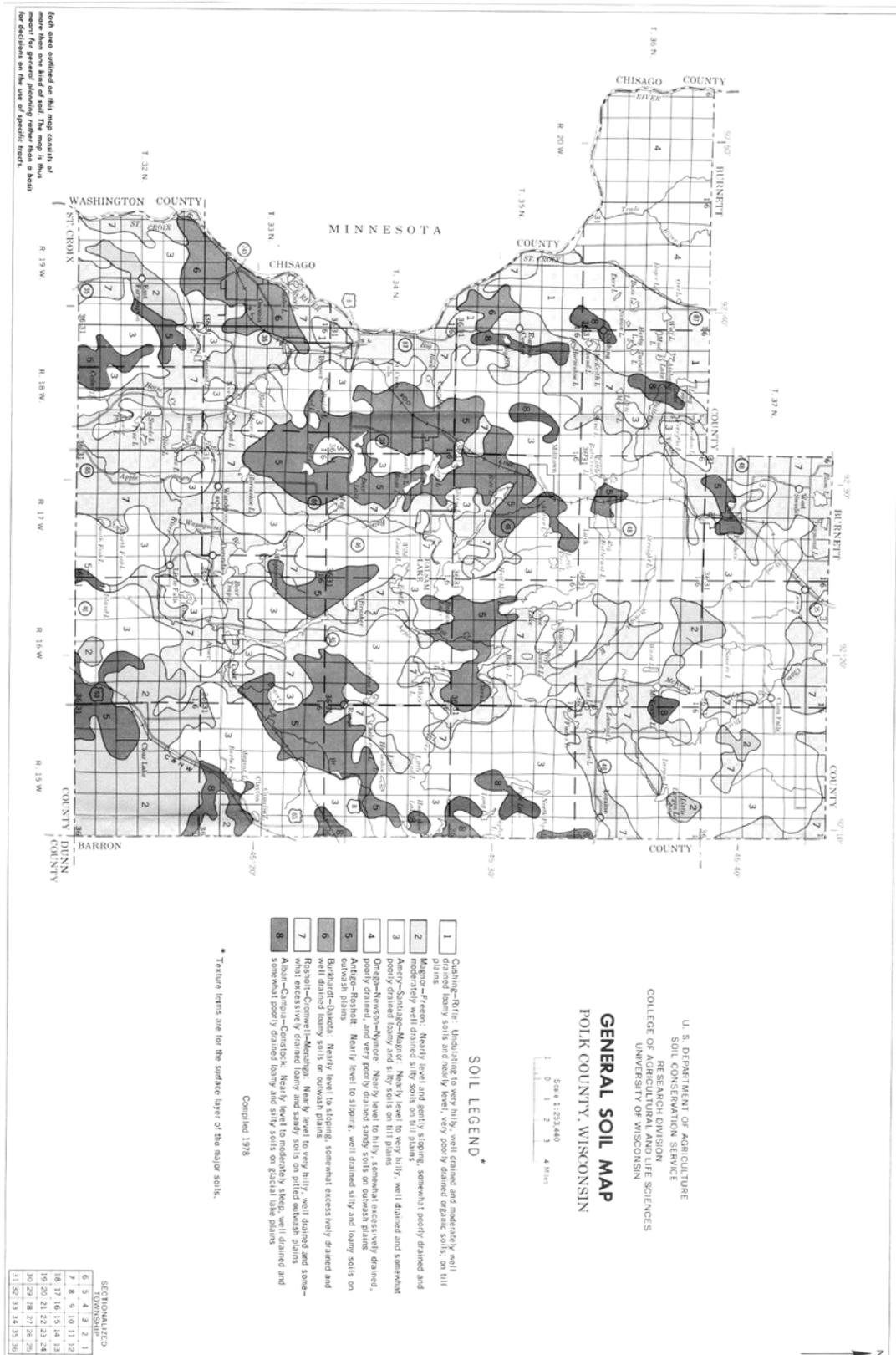
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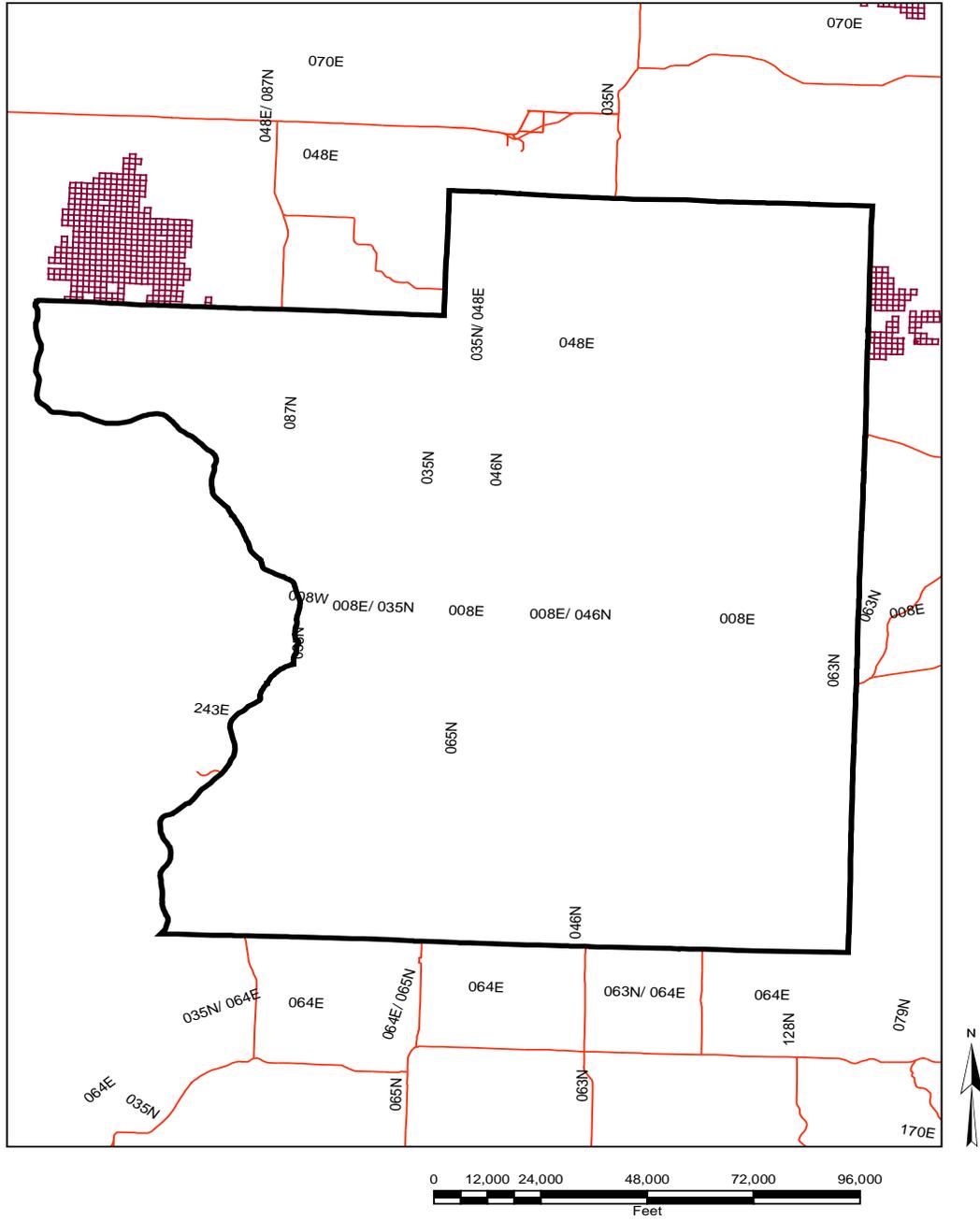
900 RESOURCE MAPS AND TABLES

900.1 GENERAL SOIL MAP OF POLK COUNTY *



900.2 MAP OF COUNTY FOREST LOCATION

Polk County Forest General Location Map

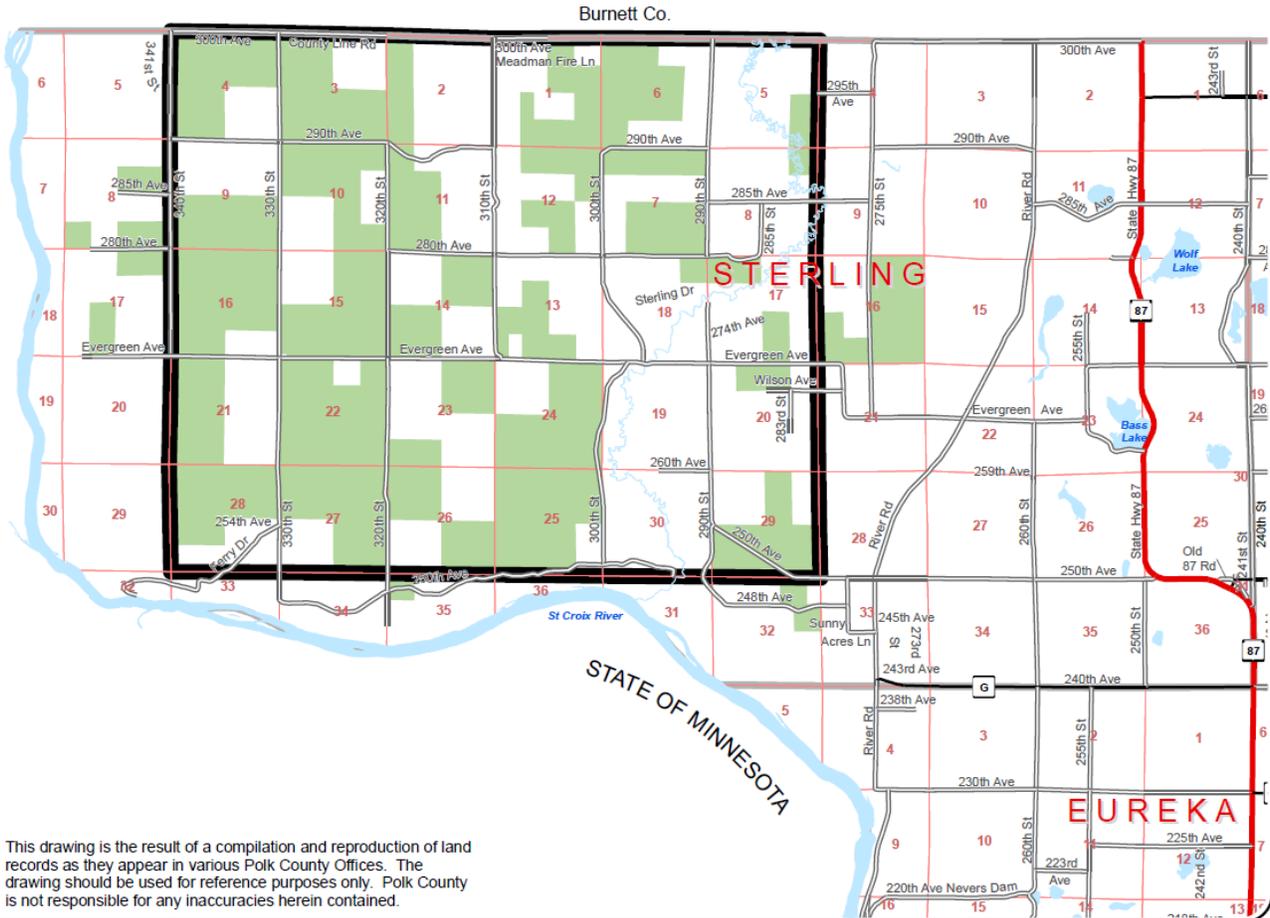


900.3 OFFICIAL COUNTY FOREST BOUNDARY MAP

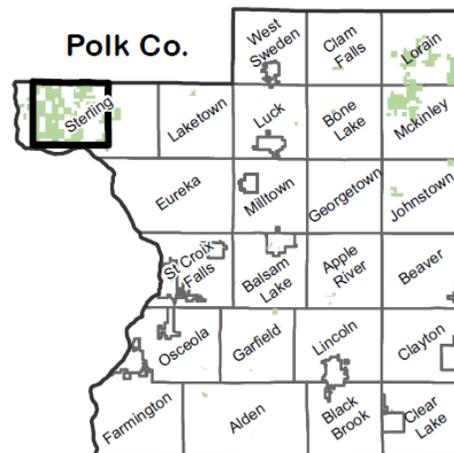
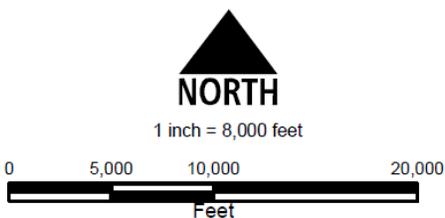
Part of T36N R19/20 W Sterling Township

OFFICIAL COUNTY FOREST BOUNDARY MAP

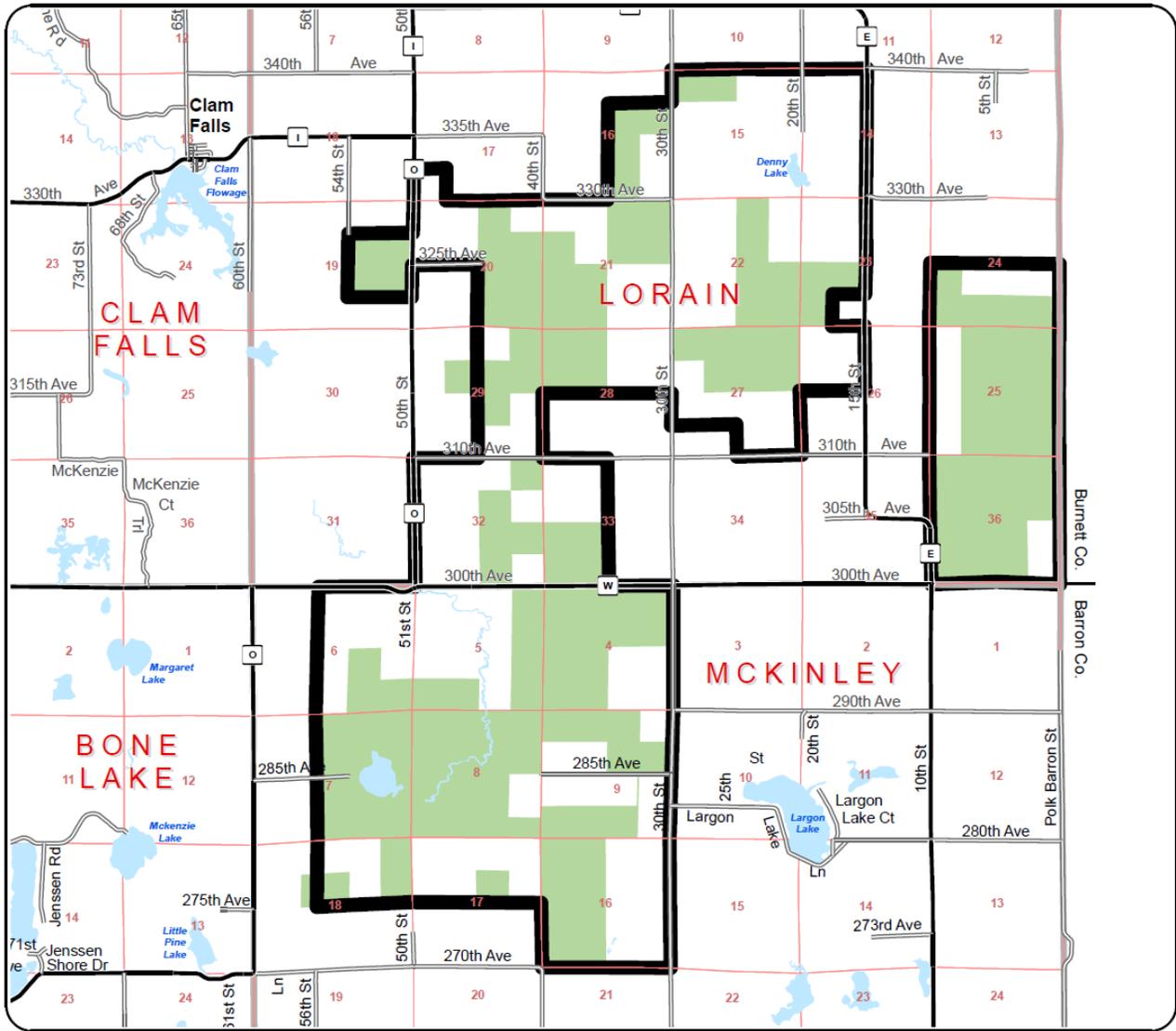
T36N R19/20W Town of Sterling



 COUNTY FOREST BOUNDARY
 COUNTY FOREST
 STATE HWY
 COUNTY RD
 TOWN RD



Part of T37N R15W Lorain Township
 And T36N R15W McKinley Township

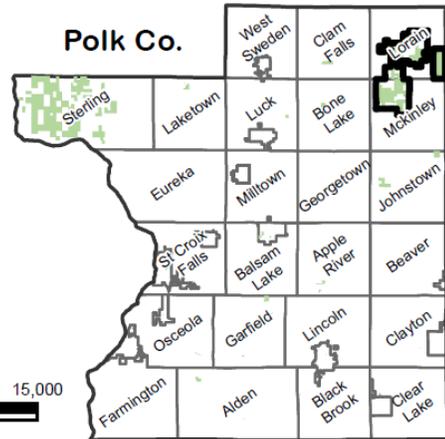
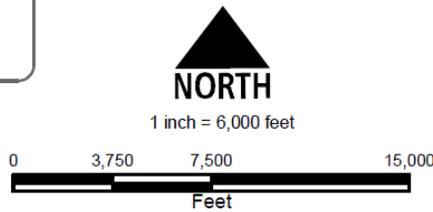


OFFICIAL COUNTY FOREST BOUNDARY MAP

Part of T37N R15W Town of Lorain
 And T36N R15W Town of Mckinley

 COUNTY FOREST BOUNDARY
 STATE HWY
 COUNTY RD
 TOWN RD
 COUNTY FOREST

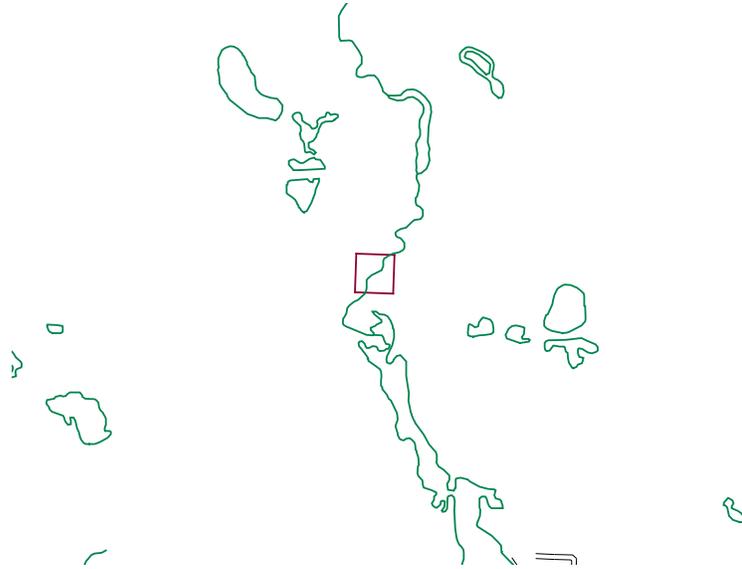
This drawing is the result of a compilation and reproduction of land records as they appear in various Polk County Offices. The drawing should be used for reference purposes only. Polk County is not responsible for any inaccuracies herein contained.



Special Use Lands

Part of Section 32

T34N R16W Apple River Township

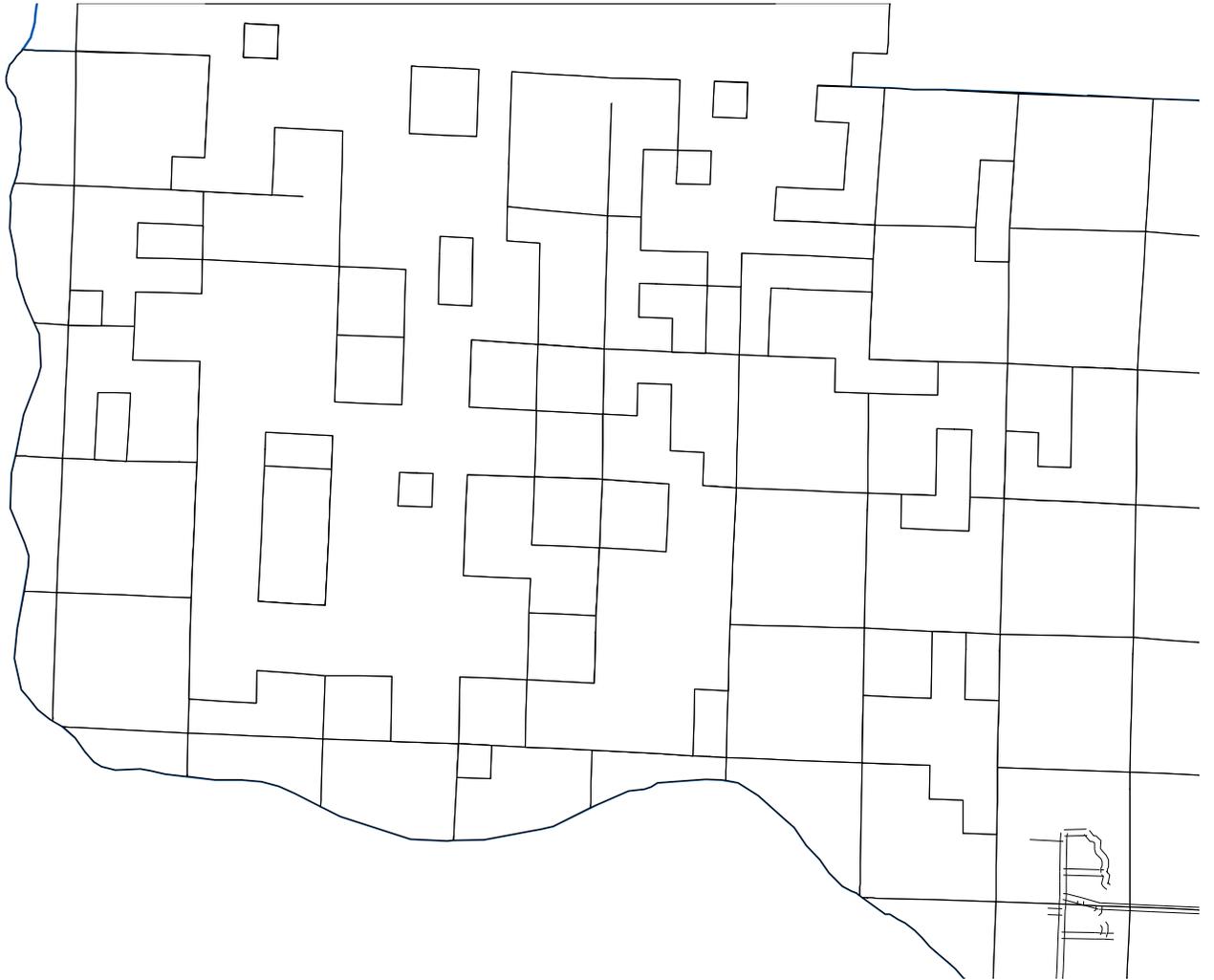


Part of Section 24
T36N R16W Bone Lake

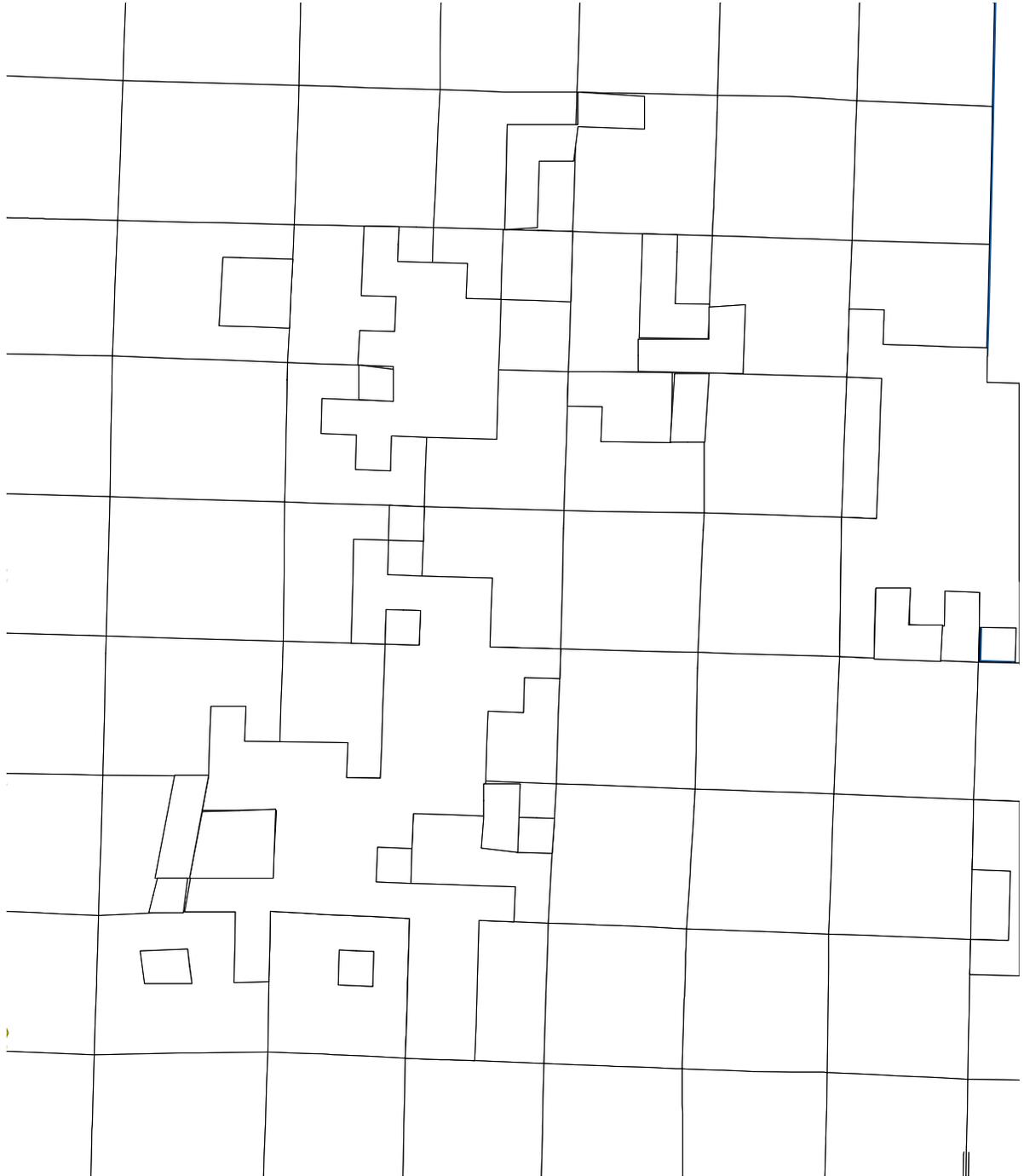


900.4 FOREST COMPARTMENT MAP

Part of T36N R19/20 W Sterling Township



Compartment Map
Part of T37N R15W Lorain Township
And T36N R15W McKinley Township

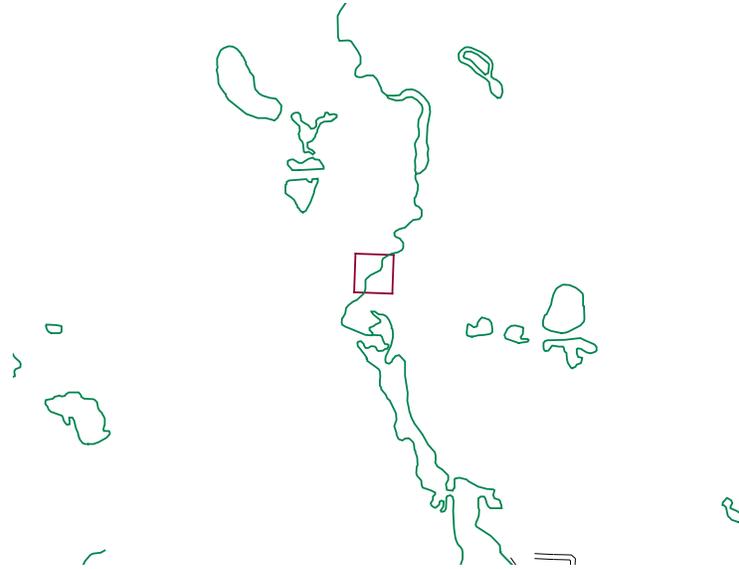


Special Use Lands Compartment Map

Part of Section 32

T34N R16W Apple River Township

Compartment 44



Special Use Lands Compartment Map

Part of Section 24

T36N R16W Bone Lake

Compartment 42



900.5 FOREST COVER TYPES – DETAIL

Forest Type Acreage	Forest Type	Forest Type Description	Stands	Acres	Percent of Forested Acres	Percent of Recon Acres
	A	ASPEN	108	3,411	21 %	20 %
	BW	WHITE BIRCH	2	15	0 %	0 %
	MR	RED MAPLE	1	19	0 %	0 %
	NH	NORTHERN HARDWOODS	16	576	4 %	3 %
	O	OAK	45	3,441	21 %	20 %
	OX	SCRUB OAK	120	3,996	25 %	23 %
	PJ	JACK PINE	82	2,847	18 %	17 %
	PR	RED PINE	50	1,413	9 %	8 %
	PW	WHITE PINE	6	130	1 %	1 %
	SB	BLACK SPRUCE	1	2	0 %	0 %
	SH	SWAMP HARDWOODS	2	81	1 %	0 %
	SW	WHITE SPRUCE	1	9	0 %	0 %
	T	TAMARACK	3	66	0 %	0 %
Total:			437	16,006	100 %	92 %

Non-Forest Type Acreage	Forest Type	Forest Type Description	Stands	Acres	Percent of Non-Forested Acres	Percent of Recon Acres
	G	UPLAND GRASS	10	46	5 %	0 %
	GH	HERBACEOUS VEGETATION	5	33	3 %	0 %
	K	MARSH	2	51	5 %	0 %
	KB	MUSKEG BOG	3	45	4 %	0 %
	KEV	EMERGENT VEGETATION	5	181	18 %	1 %
	KG	LOWLAND GRASS	2	19	2 %	0 %
	KH	LOWLAND HERBACEOUS VEGETATION	1	100	10 %	1 %
	L	WATER	3	70	7 %	0 %
	LB	LOWLAND BRUSH	2	38	4 %	0 %
	LBA	LOWLAND BRUSH - ALDER	7	178	18 %	1 %
	LM	MINOR LAKE	6	126	13 %	1 %
	LMS	MINOR STREAM	2	58	6 %	0 %
	ROW	RIGHT OF WAY	6	33	3 %	0 %
	UB	UPLAND BRUSH	3	29	3 %	0 %
Total:			57	1,007	101 %	4 %

*Percentages may not sum to 100% due to rounding

900.7 GENERAL ENDANGERED RESOURCE FOR POLK COUNTY

Birds:

<i>Ammodramus henslowii</i>	Henslow's Sparrow
<i>Dendroica cerulea</i>	Cerulean Warbler
<i>Lanius ludovicianus</i>	Loggerhead Shrike
<i>Buteo lineatus</i>	Red-shouldered Hawk
<i>Cygnus buccinator</i>	Trumpeter Swan
<i>Haliaeetus leucocephalus</i>	Bald Eagle
<i>Pandion haliaetus</i>	Osprey
<i>Podiceps grisegena</i>	Red-necked Grebe
<i>Protonotaria citrea</i>	Prothonotary Warbler
<i>Seiurus motacilla</i>	Louisiana Waterthrush

Butterfly:

<i>Lycaeides melissa samuelis</i>	Karner Blue
<i>Lycaena dione</i>	Gray Copper

Community:

Bedrock glade	Bedrock Glade
Dry prairie	Dry Prairie
Moist cliff	Moist Cliff
Northern dry forest	Northern Dry Forest
Northern dry-mesic forest	Northern Dry-mesic Forest
Northern mesic forest	Northern Mesic Forest
Pine barrens	Pine Barrens
Sand prairie	Sand Prairie
Southern dry forest	Southern Dry Forest
Southern dry-mesic forest	Southern Dry-mesic Forest
Southern mesic forest	Southern Mesic Forest
Emergent marsh	Emergent Marsh
Floodplain forest	Floodplain Forest
Lake--deep, hard, drainage	Lake--Deep, Hard, Drainage
Lake--shallow, hard, seepage	Lake--Shallow, Hard, Seepage
Lake--shallow, soft, seepage	Lake--Shallow, Soft, Seepage
Lake--soft bog	Lake--Soft Bog
Northern wet forest	Northern Wet Forest
Northern wet-mesic forest	Northern Wet-mesic Forest
Open bog	Open Bog
Southern sedge meadow	Southern Sedge Meadow
Springs and spring runs, hard	Springs and Spring Runs, Hard
Stream--fast, hard, cold	Stream--Fast, Hard, Cold

Dragonfly:

<i>Gomphurus lineatifrons</i>	Splendid Clubtail
<i>Gomphurus ventricosus</i>	Skillet Clubtail
<i>Neurocordulia molesta</i>	Smoky Shadowfly
<i>Neurocordulia yamaskanensis</i>	Stygian Shadowfly
<i>Ophiogomphus howei</i>	Pygmy Snaketail
<i>Ophiogomphus</i> sp. 1 nr. <i>aspersus</i>	Sand Snaketail
<i>Ophiogomphus susbehcha</i>	Saint Croix Snaketail
<i>Stylurus notatus</i>	Elusive Clubtail

Fish:

<i>Acipenser fulvescens</i>	Lake Sturgeon
<i>Anguilla rostrata</i>	American Eel
<i>Crystallaria asprella</i>	Crystal Darter
<i>Cycleptus elongatus</i>	Blue Sucker
<i>Etheostoma clarum</i>	Western Sand Darter
<i>Etheostoma microperca</i>	Least Darter
<i>Fundulus diaphanus</i>	Banded Killifish
<i>Macrhybopsis aestivalis</i>	Shoal Chub
<i>Moxostoma carinatum</i>	River Redhorse

<i>Moxostoma valenciennesi</i>	Greater Redhorse
<i>Notropis amnis</i>	Pallid Shiner
<i>Notropis texanus</i>	Weed Shiner
<i>Opsopoeodus emiliae</i>	Pugnose Minnow
<i>Percina evides</i>	Gilt Darter

Mussel:

<i>Alasmidonta marginata</i>	Elktoe
<i>Cumberlandia monodonta</i>	Spectacle Case
<i>Cyclonaias tuberculata</i>	Purple Wartyback
<i>Ellipsaria lineolata</i>	Butterfly
<i>Elliptio crassidens</i>	Elephant Ear
<i>Epioblasma triquetra</i>	Snuffbox
<i>Fusconaia ebena</i>	Ebony Shell
<i>Lampsilis higginsii</i>	Higgins' Eye
<i>Pleurobema sintoxia</i>	Round Pigtoe
<i>Quadrula fragosa</i>	Winged Mapleleaf
<i>Quadrula metanevra</i>	Monkeyface
<i>Quadrula nodulata</i>	Wartyback
<i>Simpsonia ambigua</i>	Salamander Mussel
<i>Tritogonia verrucosa</i>	Buckhorn

Plants:

<i>Arabis shortii</i>	Short's Rock-cress
<i>Artemisia dracunculus</i>	Dragon Wormwood
<i>Asclepias ovalifolia</i>	Dwarf Milkweed
<i>Besseyia bullii</i>	Kitten Tails
<i>Cardamine pratensis</i>	Cuckooflower
<i>Dalea villosa</i>	Silky Prairie-clover
<i>Dryopteris fragrans</i> var. <i>remotiuscula</i>	Fragrant Fern
<i>Gentiana alba</i>	Yellow Gentian
<i>Leucophysalis grandiflora</i>	Large-flowered Ground-cherry
<i>Liatris punctata</i> var. <i>nebraskana</i>	Dotted Blazing Star
<i>Lithospermum latifolium</i>	American Gromwell
<i>Minuartia dawsonensis</i>	Rock Stitchwort
<i>Opuntia fragilis</i>	Brittle Prickly-pear
<i>Pediomelum argophyllum</i>	Silvery Scurf Pea
<i>Scirpus torreyi</i>	Torrey's Bulrush
<i>Talinum rugospermum</i>	Prairie Fame-flower
<i>Woodsia oregana</i> var. <i>cathartiana</i>	Oregon Woodsia (Tetraploid)
<i>Carex assiniboinensis</i>	Assiniboine Sedge
<i>Ceratophyllum echinatum</i>	Prickly Hornwort
<i>Cyripedium parviflorum</i> var. <i>makasin</i>	Northern Yellow Lady's-slipper
<i>Elatine triandra</i>	Longstem Water-wort
<i>Eleocharis robbinsii</i>	Robbins' Spikerush
<i>Platanthera dilatata</i>	Leafy White Orchis
<i>Poa paludigena</i>	Bog Bluegrass
<i>Scirpus heterochaetus</i>	Slender Bulrush
<i>Senecio congestus</i>	Marsh Ragwort
<i>Thalictrum venulosum</i>	Veined Meadowrue

Other:

<i>Attaneuria ruralis</i>	A Common Stonefly
<i>Emydoidea blandingii</i>	Blanding's Turtle

	L	A	B	C

900.9 MAPS OF PROPOSED HARVEST AREAS

Proposed harvest areas for the upcoming year are discussed at the annual planning meeting. Future harvest areas are scheduled for the current planning period and are found in the County Forest Recon (printout 12B).

905 LAWS AND ORDINANCES

905.1 COUNTY FOREST LAW (s. 28.11, Wis. Stats) *

28.11 Administration of county forests.

(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.

(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.

(3) **Powers of county board.** The county board of any such county may:

(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.

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

(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.

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

(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.

(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.

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

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

(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.

(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.

(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.

(4) Entry of county forest lands.

(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.

(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.

(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".

(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.

(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.

(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.

(5) Management

(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 period, and upon expiration of each subsequent 15-year 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.

(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.

(5m) Grants for county forest administrators.

(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:

1. Up to 50% of the forester's salary.

2. Up to 50% of the forester's fringe benefits, except that the fringe benefits may not exceed 40% of the forester's salary.

(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.

(c) The department may choose to not 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).

(5r) Sustainable forestry grants.

(a) In this subsection, "sustainable forestry" has the meaning given in [s. 28.04 \(1\) \(e\)](#).

(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.

(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).

(6) Timber sales and cultural cuttings.

(a) The county forestry committee is authorized to sell merchantable timber designated in timber sale contracts and products removed in cultural or salvage cuttings. No timber sale contract is required for wood removed under [sub. \(3\) \(k\)](#). 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.

(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.

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.

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.

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.

(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.

(8) State contribution.

(a) 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.

(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.

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 [\(bu\)](#).

3. All payments made under this paragraph shall be known as the "forestry fund account".

(9) County forest severance share.

(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% 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% of the severance tax schedule in effect under [s. 77.06 \(2\)](#).

(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:

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.](#)

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.](#)

(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 \(5\) \(bu\).](#)

(ar) 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.](#)

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 \(5\) \(bu\).](#)

(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.

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

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

(11) Withdrawals.

(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.

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.

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.

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.

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.

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.

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.

(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.

(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 \(4\)](#).

(13) Review. All orders of the department made under this section may be reviewed under [ss. 227.52](#) to [227.58](#).

History:

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Cross Reference:

COUNTY ORDINANCES

905.2.1

County Forestry Ordinance

POLK COUNTY FORESTRY ORDINANCE

An ordinance prescribing rules and regulations for the administration of county powers and duties as provided in Sections 59.98, 77.13 and 28.15, Wisconsin Statutes.

The County Board of Supervisors of Polk County do ordain as follows:

WHEREAS: Polk County has by a resolution introduced, published and finally adopted May 6, 1936 complied with the procedure prescribed in subsection (1) of Section 59.98, Wisconsin Statutes, and

WHEREAS, under the provisions of Section 59.98, Wisconsin Statutes, and particularly subsections (2) and (3) thereof; the County Board of Polk County is granted specific powers relative to the establishment, management, protection and extension of county forest reserves, and to cooperation with the Conservation Commission as may be necessary and proper to carry out the purposes of said Section 59.98, Wisconsin Statutes; and

WHEREAS, under the provisions of Section 28.15, Wisconsin Statutes, the County Board of Polk County, for the purpose of blocking out county-owned forest lands, is authorized to exchange any of such lands for other lands adapted to forestry purposes whether publicly or privately owned; and

WHEREAS, the County Board is authorized to enter lands under the Forest Crop Law, pursuant to Section 77.13; now therefore

SECTION I

DESIGNATION OF COUNTY FOREST RESERVES

Determination is hereby made that for the purpose of proper and complete identification of all lands which are a part of a duly constituted county forest reserve, such forest reserve boundaries for each and every forest reserve shall be designated by a resolution of the County Board and such boundaries shall be designated on an official county forestry map.

SECTION II

The Agricultural Committee of the County Board and the Agricultural Agent are hereby designated to administer the county forests and is the committee hereinafter referred to.

SECTION III

POWERS AND DUTIES OF THE AGRICULTURAL COMMITTEE

The committee shall have the power and it shall be the duty of the committee to:

1. Recommend to the County Board any changes in the boundaries of county forests, but no new forests or additions to existing forests shall be authorized until the county shall own fifty (50%) per cent of the acreage therein, authorized to provide needed conveniences.
2. Certify to the County Clerk (one month) prior to the November meeting of the County Board each year the descriptions of all lands acquired during the year and suitable for entry under the Forest Crop Law.
3. Cooperate with the Wisconsin Conservation Department in preparing a budget for county forest administration, capital and direct expenditures of forestry funds advanced by the Conservation Department under Subsection (5) on Section 59.98 of the Wisconsin Statutes; together with the revenues accruing to the county under this ordinance; and present said budget to the County Board for adoption.
4. Locate survey lines and corners on the boundary of, or within,

7. Regulate the disposal of slash.
8. Recommend and submit to County Board for approval exchanges of land with public and private agencies for purpose of blocking pursuant to Section 28.15 of the Statutes.
9. Prepare and present an annual report of its activities to the County Board at the November meeting in each year.
10. Designate such administrative officer as its agent and employ such competent surveyor and such other agents as may be necessary to direct, perform and enforce the administrative functions of this ordinance, by and with the approval of the County Board.

SECTION IV

FOREST CROP LAW ADMINISTRATION

Upon certification of lands for entry under the forest crop law by the committee the County Clerk shall proceed to fill out the prescribed forms for each description of land to be entered, as required by the Conservation Commission, within the date limits prescribed by the Conservation Commission for each year's application. Applications to enter lands under the Forest Crop Law require the signatures of the County Clerk and the Chairman of the County Board.

The sale of any descriptions of lands within county forests, and entered as forest crop land is hereby made subject to the recommendations of the committee, and subsequent authorization by resolution of the County Board. Notice of withdrawal of lands entered under the forest crop law shall not be filed with the Conservation Commission except on recommendation of the committee and authorization by resolution of the County Board, except that withdrawal of lands entered in error may be made by the County Clerk and the Chairman of the Committee without county Board action.

SECTION V

FINANCES AND ACCOUNTING

All funds paid to Polk County from the Conservation Department under Section 59.98, of the Wisconsin Statutes, known as Forest Aid Funds, are to be maintained in a separate account in the office of the county treasurer designated "County Forest Aid Fund". All authorization for debits on this account are to be countersigned either by the chairman of the committee or its executive officer.

SECTION VI

COUNTY FOREST USE REGULATIONS

- A. RECREATIONAL USE.
 1. The Committee may designate suitable areas for camp sites and picnic grounds and is authorized to provide needed conveniences including wells and sanitary facilities, such areas shall be for public use without charge.
 2. Applications for permits to build and use hunting and fishing cabins on County Forest lands, specifying the land description, may be filed with the county clerk. On all applications approved by the committee, the county clerk shall issue a cabin permit on payment of whatever fees the committee recommends. Such permits shall expire December 31, and be subject to renewal at the pleasure of the committee.
 3. Any cabin permit may be revoked at any time when the permittee or his guests shall have been convicted of violation of the state game laws or forest fire permit laws, or any provision of

buildings erected by him by April 15 of the year following revocation or failure to renew any permit; and that whenever any building be not removed by April 15, it shall become the property of the county and the committee may dispose of such buildings.

B. IMPROVEMENT CUTTINGS AND TIMBER SALES

1. All cutting operations within a county forest shall be deemed to fall within one of two classifications: (1) Improvement cuttings in which dead, unsound, deformed, suppressed or inferior species of trees may be cut for the primary objective of promoting improved forest growth; or (2) Timber cutting operations, in which the primary objective of the cutting is the marketing of the timber growth for commercial products, including veneer logs, piling or any size of logs or bolts intended for further manufacture.
2. Improvement cutting operations on county forests shall be authorized only by the Committee, and such cuttings shall be in accordance with plans made by, or shall be under the supervision of a forester of the staff of the Conservation Department. The materials cut in such operations shall be for the free use of public agencies designated by the committee.
3. Timber cutting operations on county forests shall first be recommended by the committee, approved by the County Board, and submitted to the Conservation Commission for approval, as provided in paragraph (6) of Section 59.98, of the Wisconsin Statutes, before cutting shall be authorized. The committee shall require sealed bids on the purchase of timber in all cases where the stumpage value of the timber to be cut is in excess of \$100.00. All timber sales shall be made on the basis of the scale, measure or count of cut forest products as reported by a scaler acceptable to the committee. On extended operations payment shall be made monthly and final payment shall be made in all cases within 30 days after removal of the cut products. The committee may require or waive a bond before approving any sales contracts.

TRESPASS ENFORCEMENT

1. Civil Action:
Whenever evidence of trespass cutting on lands on which Polk County holds a tax certificate or a tax deed shall be lodged with the district attorney, he shall bring suit to recover damages under subsection (2) of Section 74.44 of the Statutes.
2. Criminal Action:
In case such cutting is willful, criminal action under the same subsection shall be brought by the district attorney on reasonable evidence.
3. Seizure:
Whenever forest products are found, known to have been cut in trespass from county lands, the sheriff shall on satisfactory evidence seize such materials and sell them for the use of any county institution as the committee shall direct.
4. Cooperation:
It shall be the duty of the committee or its appointed administrative agent to secure information and to get the cooperation of county officials and town officers in securing information to be presented to the district attorney for action for forest trespass. The district attorney shall at the November meeting of the County Board make a report of all cases of trespass cutting on county-owned or tax delinquent land where information was filed with him, together with a statement of action brought by him and the result of such action.

SECTION VII

REGULATIONS IN THE PUBLIC USE OF COUNTY FORESTS

The following regulations shall be in effect on all county-owned land within county forests.

1. All dumping of rubbish is forbidden.
 2. Campers and picnic parties must leave grounds in orderly and sanitary condition. All refuse must be burned, buried, or placed in receptacles provided for that purpose.
 3. No trees or shrubs shall be cut, dug up, removed or mutilated.
 4. Destruction or damage of improvements is prohibited.
- Any person violating any provisions of this section shall be subject to a fine not exceeding \$25.00 or imprisonment in the county jail for not more than thirty (30) days.

SECTION VIII

AMENDMENT

Any amendment to this ordinance shall be laid over to the next meeting and published before final adoption.

SECTION IX

This ordinance upon passage and publication, shall become effective on and after same has been published.

Motion by Sup. Yates and seconded by Sup. Jack McKenzie to adopt Resolution 2. Motion carried by a vote of all in favor except one dissenting vote cast by George W. Sornson.

Motion by Sup. Yates and seconded by Sup. Alwin to adjourn until 2:00 pm to give the various committees an opportunity to work. Carried.

905.2.2 **County ATV Ordinance**

Resolution 44-87. Ordinance Regulating Activities on County Forest Lands(1-87).

Moved by Supervisor Mueller and seconded by Supervisor Tucker to adopt Resolution

44-87. Moved by Supervisor Kettula and seconded by Supervisor Brekke to amend

Resolution 44-87 by changing item #2 to state: No activity by motorcycles is allowed on any County Forest Land. Motion to amend carried by a voice vote. Aye and nay vote – 25 yes- 0 no. Resolution 44-87 was adopted.

RESOLUTION 44-87

ORDINANCE NO. 1-87

Regulating Activities on County Forest Lands

WHEREAS, the County of Polk owns and manages an extensive County Forest, and

WHEREAS, the County Forest is subject to a variety of uses, and

WHEREAS, some of the uses cause a marked deterioration of the County Forest, and

NOW, THEREFORE, the Board of Supervisors of Polk County does ordain as follows:

1. All terms used in this ordinance are defined in Chapter 340 of Wisconsin Statutes.
2. No activity by motorcycles is allowed on County Forest Land in Sterling Township west of the River Road from County Trunk Highway “G” to the Polk-Burnett County Line.
3. All Terrain Vehicles (ATVs) may be operated in County Forest Land on designated trails only.
4. Licensed 4 wheel vehicles may be operated in Count Forest Land on tote roads, logging trails, fire lanes and cabin drives only.
5. Exceptions: This ordinance shall not apply to employees of the State of Wisconsin or employees of Polk County, its agents or representatives while conducting State or County Forestry business.

Any person who violates this ordinance shall be required to forfeit a sum of not more than \$50.00 together with costs of prosecution, and in default of payment thereof shall be confined to the Polk County Jail until said forfeiture and costs are paid but not to exceed three (3) days.

Submitted at the request of the Public Protection Committee.

Andrew Pedersen

Glynn Thorman

Attorney

Approved as to form:

Keith Jones, District

Burdette F. Mueller
A. Stanley Anderson
Earl Hillestad

Resolution 45-87. Resolution regarding ATV Association, Trails and Areas. Moved by Supervisor Bauerfield and seconded by Supervisor Miller to adopt Resolution 45-87. Motion carried by a voice vote. Resolution 45-87 was adopted.

RESOLUTION 45-87

WHEREAS, the Polk County ATV Association, a non-profit corporation has organized to promote and develop ATV opportunities in Polk County, and

WHEREAS, the county forester and the association have agreed upon a trail location located on county forestlands, and

WHEREAS, state funding is available for the development and maintenance of ATV trails and areas, now

THEREFORE BE IT RESOLVED, that the property, forestry and recreation committee be authorized to enter into an agreement with the ATV association for the development and maintenance of ATV trails and areas.

Submitted at the request of the Property, Forestry, and Recreation Committee.

A. Stanley Anderson
Earl Hillestad
Attorney

Approved as to form:
Keith Jones, District

905.2.3 **Tree Stand Ordinance**

RESOLUTION 88-91

AMENDMENTS TO COUNTY FORESTRY ORDINANCE AND COMPREHENSIVE PLAN

WHEREAS, there are different penalty limits for tree stands on County Forest Land and other county owned lands;

WHEREAS, the Forestry Committee believes that all county owned lands should have penalties consistant with each other;

NOW, THEREFORE, BE IT ORDAINED, by the Polk County Board of Supervisors, that the Polk County Forest Ordinance is amended to read:

A. RECREATIONAL USE

The construction, occupation or use of any elevated device is prohibited on any county owned land except that portable tree stands may be used provided they are completely removed each day at the close of hunting hours and provided such devices do no damage to trees in which they are placed.

Penalties: Any person, firm, company or corporation who litters or dumps debris, rubbish, dirt, stone, or any other materials on any county owned land or in the lakes or streams of such lands or constructs or uses a permanent scaffold on such lands, shall be subject to a forfeiture of not less than \$10.00 and not more than \$100.00 together with the costs of the action and in default of payment thereof to imprisonment in the county jail such forfeitures and costs be paid, but not for more than thirty days pursuant to law.

Submitted at the request of the County Forestry Committee.

Approved as to form: Joseph Guidote, Corp Counsel

Richard Tucker

J. Banrney

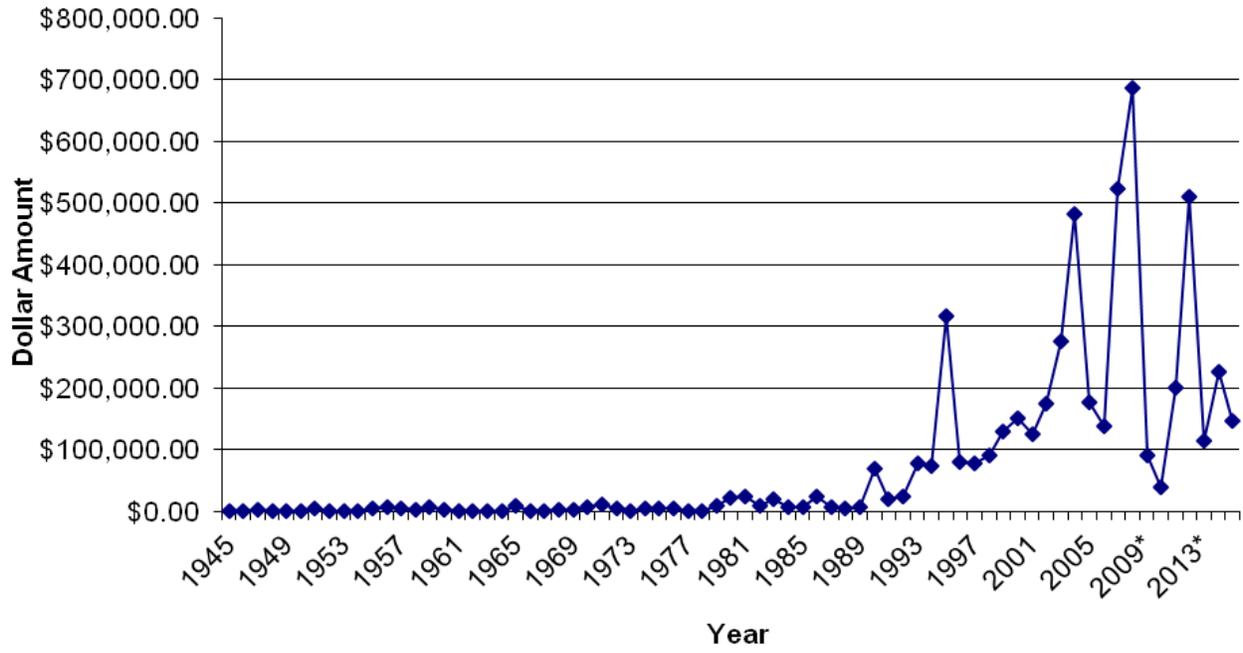
Res. 88-91 – Amendment to County Forestry Ordinance and Comprehensive Plan. Moved by Sup. Hansen and seconded by Sup. Kopp to adopt Res. 88-91. Motion Carried by a voice vote. Res. 88-91 was adopted.

910 TIMBER SALE HISTORY

910.1 ANNUAL GROSS TIMBER SALE RECEIPTS OF SALES CLOSED DURING THAT YEAR

Year	Gross Receipts	Year	Gross Receipts	Year	Gross Receipts
1945	\$920.00	1976	\$3,975.65	2007*	\$523,855.88
1946	\$1,115.00	1977	\$0.00	2008*	\$687,658.34
1947	\$2,484.17	1978	\$230.00	2009*	\$90,920.25
1948	\$59.00	1979	\$8,732.00	2010*	\$38,650.68
1949	\$0.00	1980	\$22,968.04	2011*	\$201,368.93
1950	\$0.00	1981	\$24,978.04	2012*	\$510,197.25
1951	\$4,230.09	1982	\$8,368.04	2013*	\$115,112.96
1952	\$0.00	1983	\$20,745.69	2014*	\$225,489.50
1953	\$0.00	1984	\$7,190.75	2015*	\$146,115.03
1954	\$0.00	1985	\$7,323.30		
1955	\$5,648.18	1986	\$24,487.07		
1956	\$5,965.15	1987	\$6,516.63		
1957	\$3,795.34	1988	\$4,042.32		
1958	\$3,322.30	1989	\$7,750.59	Gross Total	\$5,263,246.35
1959	\$6,461.91	1990	\$70,444.38		
1960	\$3,464.58	1991	\$19,496.04		
1961	\$1,524.57	1992	\$23,879.35		
1962	\$0.00	1993	\$77,439.01		
1963	\$802.50	1994	\$74,237.40		
1964	\$285.10	1995	\$317,696.02		
1965	\$9,654.72	1996	\$80,720.14		
1966	\$735.59	1997	\$78,154.00		
1967	\$87.12	1998	\$90,259.65		
1968	\$3,189.72	1999	\$129,781.86		
1969	\$3,547.29	2000	\$151,854.33		
1970	\$8,040.84	2001	\$124,480.67		
1971	\$10,782.05	2002	\$175,138.63		
1972	\$4,006.54	2003	\$275,855.58		
1973	\$1,535.56	2004	\$482,266.88		
1974	\$4,801.50	2005	\$176,363.58		
1975	\$4,801.50	2006*	\$137,241.57		

Timber Sale Yearly Gross Receipts



915 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

915.1 SAMPLE TIMBER SALE CONTRACT

Polk County Forest
100 Polk County Plaza Suite 40
Balsam Lake, WI 54810

TIMBER SALES CONTRACT

Chapter 28, Wis. Stats.

Name of Property: **Polk County Forest**

Contract No. _____

THIS CONTRACT IS ENTERED INTO by and between **Polk County Forestry** (Seller) and _____ (Purchaser) for the purpose of selling timber of the Seller. The Seller sells and the Purchaser agrees to purchase, cut and remove **ONLY** those trees (timber) specifically described in this Contract or marked by the Seller for cutting on the "sale area" which is identified or described in maps or diagrams attached to and made part of this Contract.

THE PROVISIONS OF THIS CONTRACT and all authority for use of the Seller's property for the cutting of timber (which includes felling, bucking, skidding, loading or hauling) are mutually agreed upon by the Seller and Purchaser and subject to the following terms and conditions:

1. PERFORMANCE.

- 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 it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 2.

2. CONTRACT PERIOD.

- a. All work under this Contract shall be completed to the satisfaction of the Seller between the signing of the Contract by both Parties and _____, FOR TIME IS OF THE ESSENCE. The Purchaser for the purpose of completing performance under this Contract may not rely upon contract amendments or extensions.
- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or for any other reason upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract deemed reasonable by the Seller. The Seller may temporarily suspend operations, including hauling, under this Contract following a contract breach by the Purchaser for failure to make payments as scheduled on any other similar timber sale contract entered into by the Purchaser with Polk County, until such time as the outstanding overdue amounts and interest due are paid in full.

3. CONTRACT EXTENSIONS. If the Seller deems extensions of this Contract reasonable, the stumpage price agreed upon herein shall be adjusted as follows:

- a. First extension: 1 year 5% increase
- b. Second extension: 1 year 15% increase
- c. Additional extensions: considered only in extreme circumstances
- d. Other applicable charges or fees: _____

5. TERMINATION.

The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach as determined by the Seller or at

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

6. PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.

- a. A performance bond or irrevocable letter of credit in the Seller's favor in the amount of **\$X,XXX.xx**, in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser no later than **XX/XX/XXXX** to be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to submit the bond will be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.
- b. The Purchaser agrees that the Seller may retain the performance bond until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the Seller may retain the performance bond until the Seller can determine damages caused by the lack of performance. If damages exceed the amount of the performance bond, the Seller may retain any prepaid stumpage up to the amount of calculated damages, at the Seller's discretion. If damages exceed the amount of the performance bond, the Seller may bill and seek damages from the Purchaser, in equity or in law, for the amount of calculated damages in excess of the performance bond, at the Seller's discretion. Only in the event the Purchaser provides written notice of sale completion to the Seller shall the Seller have sixty (60) days to determine that performance has been completed as required under this Contract.
- c. If timber or other forest products not specifically described in this Contract or 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.
- d. 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 the 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 of 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.
- e. 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.
- f. 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 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.
 - (5) If the Seller seeks damages for breach of this Contract through court proceedings, and if the Seller prevails in such proceedings, in whole or in part, then the purchaser agrees to pay all of the Seller's actual and reasonable expenses, including attorneys and expert witness fees.

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.

g. 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 for a period not to exceed two (2) years from the date of determination of the breach.

7. 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, or a violation of administrative rule or ordinance.

7. TITLE TO TIMBER.

Title to timber cut under this Contract shall remain in the Seller until payment as required in this Contract is received by the Seller or written authorization to 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.

8. PAYMENT; PAYMENT SCHEDULE (Attached).

- a. The Purchaser agrees to pay payments 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 the form acceptable to the Seller.
- b. 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 respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

9. CUTTING REQUIREMENTS. ("DBH" represents the diameter of the timber 4.5 feet above the ground):

10. UTILIZATION SPECIFICATIONS:

- a. CORDWOOD: minimum size – 4" top for hardwood 3" top for softwood
- b. SAWLOGS: minimum size - 10" d.i.b. 8'8' log
- c. OTHER:

11. WASTE.

The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller and use all reasonable care not to damage trees not designated or marked for cutting. Young growth bent or held down by felled trees shall be promptly released.

12. STUMP HEIGHT; TOPS.

The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Title to tops shall remain in the owner and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.

13. ZONE COMPLETION.

The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller.

14. FOREST FIRE PREVENTION. The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:

- a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.

- b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)
- c. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
- d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and takes all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
- f. Other: When the WDNR has issued a Red Flag fire danger warning, no logging activity of any kind, including hauling of cut products will be allowed until after the alert has been lifted. When State or County Emergency Forest Fire Regulations are activated, all cutting and operation of logging equipment is prohibited between 11:00 a.m. and 6:00 p.m. These hour restrictions may be temporarily lifted with the consent of WDNR and the County Forest Administrator upon request. All warming, cooking or debris fires are prohibited in Sterling Township during snow free periods.

15. TRAINING REQUIREMENT

The Purchaser shall ensure that at least one in woods person actively engaged in performance of this contract and responsible for the logging site complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SCI). Criteria for the standard can be found at the website: <http://fistausa.org/content/how-become-sfi-trained> or by contacting the Forest Industry Safety & Training Alliance (FISTA). Purchaser agrees to provide documentation to Seller that training has been attained prior to initiating sale.

16. SLASH.

Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:

- a. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- b. Other:

17. CLEANUP AND USE OF SALE AREA.

- a. The Purchaser shall remove, to the satisfaction of the seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Seller's property upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.
- b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.
- c. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fuel and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser to the satisfaction of the Seller.

18. ROADS, RECREATIONAL INFRASTRUCTURE, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).

- a. When not otherwise designated by the Seller, the location and use of roads, recreational infrastructure, landings, mill sites and campsites on Seller's property is subject to advance approval and under the conditions established by the Seller. All restoration, cleanup or repair of roads, recreational infrastructure, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the satisfaction of the Seller, is the responsibility of the Purchaser.

- b. All logging debris accumulated at landing areas, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the Seller.
- c. Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller under par. d.
- d. Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction upon completion or termination of this Contract.
- e. Slash that has entered into designated trail right of ways, parking lots, woods roads, and other designated use areas shall be removed on a daily basis and scattered within the sale area to the satisfaction of the Seller
- f. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.):
- g. Best Management Practice (BMP) requirements and other Guidelines:

(1) The Purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in “
 ” 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.

(2) The purchaser shall comply with all recommended Forestry BMPs for Invasive Species as described in “
 ” published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://www.wisconsinforestry.org/initiatives/other/invasive-speciesbmps/forestry-bmps>

(3) The purchaser shall comply with all General Guidelines as described in “
 ” published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://www.wisconsinforestry.org/initiatives/other/woody-biomass>

19. SOIL DISTURBANCE AND RUTTING

- a. The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.
- b. Excessive soil disturbance (as defined in Table 1) shall not be permitted. Purchaser agrees to contact Seller in the event of an excessive soil disturbance.

<u>Timber Sale Infrastructure</u>	<u>Soil disturbances are excessive if:</u>
<u>Roads, Landings, Skid Trails, and General Harvest Area</u>	<u>A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.</u>
<u>Roads, Landings, and Primary Skid Trails</u>	<u>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.</u>
<u>Secondary Skid Trails and General Harvest Area</u>	<u>A gully or rut is 6 inches deep or more and 100 feet long or more.</u>

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. Measurements are not cumulative.

c. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.

d. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):

(1)

(2)

20. OTHER APPROVALS.

Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

21. SURVEY MONUMENTS.

The Purchaser agrees to comply with s. 59.635, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

22. INDEMNIFICATION.

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

23. INDEPENDENT CONTRACTOR.

The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 2.b. 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.

24. INSURANCE; NOTIFICATION.

a. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect 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: Public liability and property damage insurance, minimum limits of \$500,000.00

c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.

d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

25. 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 s. 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.

26. 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. The Seller reserves the right to prohibit a particular sub-contractor from performance of this Contract if it is deemed in the Seller's best interest, as determined by the Seller based on past performance by the subcontractor on county or state timber sales or civil or criminal timber theft citations.

27. ENTIRE CONTRACT.

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

28. 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.

30. 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.

31. SCALING AND CONVERSION FACTORS.

- a. When peeled cordwood is measured, it is agreed that 12.5% will be added to hand peeled and stroke delimeter / processor peeled volume and 16% to ring debarked volume.
- b. The Scribner Decimal C Log Rule shall be used for scaling logs.
- c. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
- d. Cordwood weight conversion factors: The pounds per cord conversion factors by species to be used will come from the WDNR Timber Sale Handbook 2461, un-less another conversion factor is mutually agreed upon. Mixed Hardwood will be converted at 4800lbs per cord. Conversion factors used by specific mills may also be used at the discretion of the administrator.

32. APPLICABLE LAW.

The laws of the State of Wisconsin shall govern this contract. The Purchaser shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.

33. FOREST CERTIFICATION

The area encompassed by this timber sale is certified to the standards of the Sustainable Forestry Initiative (SFI) – Certificate #NSF-SFIS-1Y943. Forest products from this sale may be delivered to the mill as “SFI certified” so 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.

34. 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.
- c.

ATTACHMENTS.

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

- a. Map(s) or Diagrams(s) of Sale Area;
- b. Payment Schedule and Conditions of Payment;
- c.

SELLER: Polk County Forest

Date: _____

BY: _____

PURCHASER:

Date: _____

BY: _____

915.2 TIMBER SALE EXTENSION / RENEWAL POLICY

Extensions should not extend a sale beyond a total duration of four years. It is not a contractor right. Except in justified circumstances, all extensions shall be one year in length.

Price Increase

The first extension may be made with a 5% increase in stumpage price. The initial stumpage price increase will be 5% over bid value and any subsequent extensions will include an additional 15% increase per extension. Increases are to be based on the contract stumpage value schedule. For example, first increase = $1.05 \times$ bid value, second increase = $1.15 \times$ first increase value. This is a cumulative price increase. For lump sum sales, total bid value will be used to calculate extension penalties. For example:

first increase = $1.05 \times$ total bid value, second increase = $1.15 \times$ first increase value.

Under some circumstances the contract completion date may be delayed without an increase in stumpage prices. However, the delay must be in the interest of the County, or of benefit to the resource. An example would be if the purchaser agreed to shift his logging operations to another sale involving salvage of fire or wind damaged timber. The person proposing such an amendment should verify that the purchaser does actually shift operations to a damaged area.

Other valid reasons for extending the contract completion date are bad weather, such as deep snow, very wet conditions, or flooding.

Extensions must not be treated lightly. Make sure all provisions and details are spelled out. A breach of an extension is a breach of the contract and must be handled in the manner. A sample of the wording to be used for a contract extension is as follows:

"This contract is extended by and between Polk County and Purchaser, pursuant to Condition 3, to apply in full force and subject to the same conditions until (mm/dd/yyyy), which shall constitute a one year extension.

"Purchaser agrees to pay stumpage prices increased __% in accordance with Condition 2." A statement of justification should be included on the contract extension/amendment proposal.

Volume/Value Modification

The contract volume and value may be modified if fire or wind should damage timber before it is removed from the premises. Fire or wind damaged timber on the sale area or on adjacent areas may be added to the sale volume and value regardless of the value involved. Volume other than that damaged by fire or wind may be added through negotiation either from the sale area or from adjacent area if the appraised value is less than \$3000, the legal limit requiring advertising.

915.3 FIREWOOD PERMIT FORM

POLK COUNTY FOREST FIREWOOD PERMIT

Permit # _____

Permit Begins _____

Permit Location (circle one):

Town of Sterling

All Others

Permit Expires April 1st 2014

Permit Expires March 1st 2014

THIS PERMIT IS VALID FOR _____ CORDS

\$8 per standard cord (standard cord = 128 cubic feet). 4 cord minimum and 10 cord maximum. Permits will not be issued until after July 15th annually.

Name: _____

Address: _____

Phone Number: (____) _____

Vehicle: Make _____ Model _____ License Plate# _____

This permit grants limited permission to remove firewood subject to the conditions and restrictions herein.

1. This permit is for DEAD AND DOWN WOOD ONLY. No cutting of standing trees (dead or alive) allowed!!! No cutting on active or established timber sales.
2. Permits are valid on County Forest ONLY. They are not valid on any other public lands.
3. Permits are not transferable and payment is not refundable.
- 4a. Polk County may immediately cancel or revoke this permit by oral or written notice and upon breach of any condition or restriction of it. Such breach may also subject the violator to prosecution.
- 4b. Permits are temporarily suspended during emergency burning regulations pursuant to section NR30.05 Wis. Adm. Code.
5. The permittee must be a Polk County resident or land owner, and must be present when cutting occurs.
6. The firewood removed under authority of this permit must be used by the permittee and may not be sold.
7. Tractors, bobcats, ATVs/UTVs and similar equipment are not permitted in the gathering of firewood.
8. The permit must be present when cutting.
9. **Special cutting instructions for the Town of Sterling ("The Barrens"). For all oak firewood being cut from Sterling; Only bark free trees or trees with loose bark may be taken for firewood. The purpose of this restriction is to avoid the risk of spreading Oak Wilt disease to other areas.**
10. The permittee recognizes the applicability of section 895.52, Wis Stats., and agrees to protect, indemnify, and save harmless Polk County's employees and agents from and against all causes of action claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this permit or in connection with any action or omission of the permittee, who shall defend Polk County and its employees and agents in any cause of action or claim.

11. Notes: _____

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

Signature of permittee _____ Date: _____

Approved by: _____ Date: _____

915.4 PRIVATE ACCESS – LAND USE PERMIT



LAND USE AGREEMENT

This access permit is entered into by and between the County of Polk hereinafter referred to as “Owner” and _____, hereinafter referred to as “Permittee”, for the sole purpose of obtaining ingress across the following described land in Polk County Wisconsin.

This permit shall be in effect for a _____ period, commencing the _____ day of _____, 20__ and ending the _____ day of _____, 20__ .

Space left for recording
(if recording necessary)

POLK COUNTY FOREST
100 Polk County Plaza, Suite 40, Balsam Lake, WI 54810
(715) 485-9265 FAX# (715) 485-9110

LAND USE AGREEMENT _____

This Agreement made the _____, by and between Polk County, Wisconsin, Licensor, and Polk-Burnett Electric Cooperative of Centuria, Wisconsin Licensee.

WHEREAS, the Licensor is the owner of real estate located in the _____ Polk County, Wisconsin;

WHEREAS, the Licensee desires to install a buried electrical cable to service private lands in the _____, Polk County, Wisconsin..

THEREFORE, for valuable consideration, Licensor authorizes and permits Licensee to install a buried electrical cable across and through the _____, Polk County, Wisconsin, to the extent owned by Licensor, subject to the following conditions:

Licensee shall have the right to place, construct, operate, maintain, repair relocate, and replace an electrical cable for the transmission of electrical energy. The electrical cable shall be buried at least 30" deep and as close to _____ as is practical.

Licensee shall mark on the property the location of the underground electrical cable.

The ground surface shall be restored to its previous condition.

No pedestals or above ground devices will be authorized in this location.

Present and future forest management, timber sales, timber stand improvement, reforestation, or other forest or recreational activity shall be of high priority of the Licensor and in no way should be hindered by this agreement.

Licensee shall have the continuing right to keep the corridor clear from any structures, any and all vegetation, using methods common to the maintenance of underground electrical cables within a distance of 6 feet either side of the electrical cable.

The Licensee shall have the continuing right to inspect, service, and operate this buried line on lands of the Licensor during the length of this agreement.

Licensee agrees to comply with all federal, state, and county laws that apply and will further assume all responsibility and costs for installation and future operation.

The Licensee agrees to pay a one time fee of \$_____ Within 30 days of execution of this Agreement by Licensee.

The Land Use Agreement is a non-exclusive license. Licensor may authorize and permit other utilities to install and maintain cable across and through the property occupied and used by Licensee. Licensee shall cooperate with the exercise of such authorizations or permits and shall not interfere with the exercise of the same.

This Agreement shall have a term of fifteen (15) years that commences on the date of execution by the licensor. This agreement shall be subsequently renewed under the same terms upon a memorandum signed by both parties prior to the termination of this Agreement.

This agreement shall otherwise terminate when the Licensee has determined that the cable is no longer necessary for the distribution of electricity. The Licensee shall provide Licensor notification of said determination within 7 business days of the making of same. The Licensee shall remove the electrical cable. If the electrical cable is not removed within 30 days after said determination, the same shall become the property of the Licensor.

Licensee agrees to defend and hold Licensor, its agents and assigns harmless from and against any and all claims, demands, suits, liability and expenses, including attorneys' fees and costs of litigation, for losses, damages or injury to persons or property that may arise from a buried electrical cable, or the installation, operation, maintenance, or repair of the same.

Accepted by:
Polk County, Licensor
100 Polk County Plaza suite 160
Balsam Lake, WI 54810

Accepted by:
Polk Burnett Electric Cooperative
Centuria, WI 54824

Date: _____
William F. Johnson IV
Chairman,
Polk County Forestry Committee

Date: _____
Polk Burnett Electric Cooperative

Date: _____
Paul Pedersen, Witness

Date: _____
Witness:

915.6 CAMPING POLICY / PERMIT

Overnight camping may be permitted in the County Forest without a charge for a period not to exceed two (2) weeks time.

1. No littering or site destruction will be tolerated.
2. Campers may only utilize firewood that is both dead and down.
3. Campers are subject to rules and penalties provided by ordinances and state law regarding all aspects of conduct including fire control, cutting and defacing timber and game, fish, and litter regulations. In addition to the penalties of applicable ordinances and statues violators may be subject to ejection from the county forest.
4. Natural vegetation and terrain may not be damaged or altered in any way, except for the construction of an adequate fire ring. Fasteners such as nails, screws or bolts may not be attached to trees.
5. Manufactured materials (lumber, concrete, plastics, etc.) may not be left on the site when it is vacated. No trees or other vegetation, either native or exotic, may be planted on the site.

915.7 TREE STAND POLICY

See County Forest Ordinance at 905.2.3

915.8 ROAD MAINTENANCE POLICY FOR PRIMARY COUNTY FOREST ROADS

Maintenance on primary forest roads receiving county forest road aid payments should include a monitoring program, which will ensure that Best Management Practices for Water Quality (BMPs) are providing adequate environmental protection, and drainage structures are in proper working condition. Such monitoring should be ongoing, at regular intervals as needed. Road segments with more intensive use should be identified and examined more frequently to verify that water quality protection structures have not been degraded. Monitoring results should be documented and will be used to assist with locating portions of roads that have more recurrent repair needs. Restoration of failing structures should be done in a timely manner to assure that BMP standards are being upheld. The Wisconsin County Forests Association (WCFA) will continue to pursue additional funding for maintenance on primary forest roads receiving county for road aid payments.

Polk County will monitor primary gas tax roads by filling out inspection reports annually in the spring. In addition, field personnel will carry inspection reports with them in the course of their normal duties and complete when problem areas are detected on primary gas tax roads as well as secondary roads and recreational trails. All reports will be placed on file and any repair needs or BMP for water quality issues will be addressed as needed.

915.9 COUNTY FOREST ROAD INSPECTION REPORT

County Forest Road Inspection Report

Road Segment _____
Inspection Prepared By _____
Date _____

Check **ROAD USE**
_____ Heavy _____
_____ Moderate _____
_____ Light _____

_____ **SIGNS**
_____ Well Signed _____
_____ Improvement Needed _____
_____ Signs Missing _____

_____ **Best Management Practices**
_____ No Issues _____
_____ Drainage Structures Blocked _____
_____ Culvert Blockage _____
_____ Culvert Replacement Needs _____
_____ Bridge Issues _____
_____ Sedimentation into Wetlands _____
_____ Invasive Plants _____
_____ Other _____

_____ **Right-Of-Way**
_____ No Issues _____
_____ Ditch Work Needed _____
_____ Brushing/Tree Removal Needs _____
_____ Damage to Adjacent Trails _____
_____ Other _____

_____ **Road Surface**
_____ No Issues _____
_____ Grading Needs _____
_____ Gravel Needs _____
_____ Road Crown or Sloping _____
_____ Erosion/Washouts _____
_____ Other _____

_____ **Miscellaneous**

Note: Inspections should be done at regular intervals as needed to ensure that maintenance issues are being addressed; BMP's are providing adequate environmental protection and drainage structures are in proper working condition. Road segments with more intensive use should be identified and examined more frequently to confirm that the above mentioned conditions are being upheld. Significant weather events such as heavy rainfall may require more recurrent monitoring as well.

915.10 TREE PLANTING CONTRACT

Polk County Forest Tree Planting Contract

AGREEMENT made on (month, day, year) between:

Polk County Forestry Department
100 Polk County Plaza, Ste 40
Balsam Lake, WI 54810
(THE COUNTY)

AND

Somebody
Somewhere
Sometown, USA 11111
(THE CONTRACTOR)

The Contractor agrees to perform tree planting for the County during the period from (mm/dd/yyyy) to (mm/dd/yyyy) and the County agrees to pay the Contractor for his services, upon terms and conditions hereafter stated.

A. AGREEMENT FOR SERVICES

The Contractor agrees to plant approximately 00000 trees at \$00.00 per acre (00 acres total). Payment of \$0,000.00 minus any adjustments will be made within 60 days of the invoice date if the job is done according to contract.

The Contractor agrees to perform the aforesaid services in accordance with sound forestry practices and in conformance with the specifications for treatment, placing and planting of seedlings as set forth herein.

B. THE COUNTY AGREES TO:

1. Provide and deliver planting stock without cost to the Contractor at a designated place.
2. Make inspection on a regular basis or at the request of the Contractor.
3. Inspect the planted trees to determine compliance with instructions and specifications before any payment is made.

C. THE CONTRACTOR AGREES TO:

1. Provide Polk County with a certificate of Worker's Compensation Insurance within 2 weeks of signing the contract.
2. Deposit cash in the amount of \$2,000.00 with the County or will provide the County with an irrevocable letter of credit (LOC) in the amount of \$2,000.00 within 2 weeks of signing the contract, to be held until the completion of all conditions of this contract to the satisfaction of the County. If the County determines there is a breach of any condition, then at the discretion of the County all of the deposit or LOC or any portion

thereof shall be forfeited to the County. The County shall return the deposit or LOC within 60 days of satisfactory completion of the contract by the contractor.

3. Hire, transport, provide tools, supervise and pay for the labor required.
4. Perform all root pruning and culling on site or at another mutually acceptable location. Accept responsibilities for the care and storage of the seedlings after they have been delivered to the site.
5. Contractor agrees to follow the County's criteria for tree preparation, handling, and planting the seedlings. The Contractor further agrees to allow the County to adjust the final payment price using the criteria and methods described below.
6. Seedlings will be planted in the proper areas as designated by the attached maps. Payments will use the acreage listed on each map.
7. **COMPLIANCE WITH LAWS**
The Contractor shall comply with all federal and state laws applicable to the business of Contractor and the work to be done hereunder, including, but not limited to, the Fair Labor Standards Act, the Social Security Act, the National Labor Relations Act, the Internal Revenue Act of 1954, the Occupational Safety and Health Act, the Migrant and Seasonal Agricultural Worker Protection Act, the federal and state unemployment compensation acts, state worker's compensation laws and other applicable health, safety, minimum wage, income tax withholding, and licensing laws and all amendments thereto and regulation thereunder which may from time to time exist. Contractor shall furnish to the County such evidence of compliance with the laws above described as the County may request from time to time. The Contractor and their agents will not camp on the site on County Forest Lands during this period. Before planting begins Contractor must provide proof of registration with Wisconsin Department of Industry, Labor and Human Relations to operate a migrant labor crew in the State of Wisconsin.
8. **AFFIRMATIVE ACTION**
The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

D. SEEDLING HANDLING AND PLANTING CRITERIA

The purpose of this section is to identify and to describe the seedling handling and field planting criteria that the County believes will lead to a successful planting effort with high survival levels. These same criteria will be used to evaluate the seedling handling and field planting performance of the Contractor and subsequently to determine the penalties or adjustments that will be made to the Contractor's bid price. Payment for seedlings planted on any one planting site is independent from other sites and will be determined by evaluation of the Contractor's performance in handling and planting the seedlings. Each planting site will be evaluated separately and a final payment price determined for that site.

1. **SEEDLING HANDLING**
 - a. The Contractor accepts responsibility for the handling and care of all seedlings at the planting site. All seedlings will be stored out of the sun's direct rays, be covered, and yet receive adequate ventilation. Seedlings will be protected from

drying winds and from freezing at all times. Contractor shall notify the County promptly if dried, frozen, injured or moldy seedlings are observed. Seedlings should be planted on a schedule so that no seedlings will remain unplanted for more than 30 hours after field delivery to the Contractor. The County will arrange for field delivery of seedlings.

- b. Root pruning will be done by the planting contract crew only with scissors or other sharp pruning tools provided by the County. Root length will be no less than 6" after pruning. Culling of damaged and unacceptable trees will be done by the contract crew under direction from the County.
- c. Seedlings will be dipped in water before being placed in a waterproof planting bag carried by the planter.
- d. During planting, planters will carry no more than 5 seedlings in their hand outside of the carrying bag.
- e. Contractor will cull only seedlings with torn or damaged root systems or seedlings with less than 5" between root tip and root collar or between needle tip and root collar.
- f. Empty bundle wrappers, crates, or bags shall be neatly piled together for convenient pickup and disposal.
- g. A mishandling charge of \$0.50/seedling will apply to all seedlings not handled in compliance with the above specifications.
- h. The County may at any time during planting randomly inspect the contents or count the number of seedlings in any crew member's planting bags.

2. FIELD PLANTING

Each site will be evaluated for compliance with the following specifications by at least 1 forester from either Polk County Forest or the Wisconsin Department of Natural Resources after planting has been completed on each site. Contractor may accompany the forester(s) during the field evaluation.

The percentage of seedlings planted satisfactorily will be estimated by the forester(s) conducting the site evaluation and will be calculated by using a representative sample of the seedlings planted. A minimum sample size of 2% (15 seedlings per acre) of the planted seedlings will be examined for compliance with the above-ground criteria. Seedlings will be selected from throughout the planting site so as to obtain a representative sample. Within this sample, 10% of the seedlings will be carefully dug and inspected for compliance with the below-ground criteria. A violation of any one of these above or below ground criteria will cause the planted seedling to be considered unacceptable. An acceptable seedling will meet the following criteria (a-h).

Above-Ground Criteria

- a. A seedling will be planted in each scalped spot or in each furrow/trench so that the distance between seedlings averages 6' (unless directed otherwise by the County) in the furrows/trench.
- b. Trees will be planted in the geometric center of each scalp or along the center line of each furrow or trench (unless directed otherwise by the County).
- c. All trees will be planted so that the root collar will be within ½" of the packed soil surface (soil around green needles is unacceptable).
- d. Each seedling will be firmly packed in the soil. Packing will be done with the dibble, spud, planting bar or hoedad. Merely packing with the foot is

unacceptable. The firmness of packing will be checked by pulling vertically on the seedling using several needles. If the needles break or separate and the seedling does not loosen or pull out, the packing is acceptable. If the seedling pulls out, the packing is not firm enough and the seedling will be considered not planted property.

- e. Seedling will be planted in a natural upright position. Trees will not lean more than 20 degrees from vertical.
- f. Seedlings with tree roots exposed to the air or with air pockets or planting holes not properly closed will be considered not acceptable.

Below-Ground Criteria

- g. Roots will be placed straight in the ground (no J, L or U root patterns). Tap roots or lateral roots will not be twisted or balled up. Only soil will be packed around the seedlings roots, not leaves, grasses, needles or other non-soil materials.
- h. Trees with root damage or no lateral roots will not be planted. Trees not meeting cull standards will not be planted.

E. CONTRACT PRICE ADJUSTMENT PROCEDURE

- 1. The following procedures will be used to adjust the contract price paid for the planting.

The sampling procedure will determine for each site the percentage of planted seedlings that satisfactorily meet the planting criteria (Section D-2). A field inspection report will be prepared to record acceptable and unacceptable seedlings examined for each site. If the percentage of seedlings planted satisfactorily is greater than or equal to 95%, there will be no price adjustment made for Field Planting criteria violations.

If the percentage of seedlings planted satisfactorily is less than 95%, a price adjustment will be subtracted from the calculated by multiplying the percent of seedlings satisfactorily planted with the Contractor's bid price. Additional deductions for seedling handling violations may also be subtracted to determine the final payment for each site. The final payment to the Contractor will be the sum of the adjusted payments for all sites.

- 2. If Contractor fails to complete contract by given contract deadline, a penalty of 5% reduction/late day shall be assessed toward the entire contract price. Contractor must complete entire contract for full payment.

- 3. OTHER

This contract may be cancelled or postponed at anytime, if in the opinion of the County, weather conditions are not favorable for planting or initial survival of the seedlings.

Trees to be planted are 1-0 Jack Pine, 2-0 White Spruce and 2-0 Tamarack.

The Contractor will supply a field supervisor who will be the responsible agent for the contract. The field supervisor will be on the field site and responsible for regular inspection of the stock and planting methods, as well as the employees of the Contractor. In addition, the Contractor shall have at a minimum, a crew of 5 planters and no more than 18 planters.

The Contractor will maintain a phone number where County representatives can contact the Contractor during April and May.

The bid form and prospectus are considered a part of this contract.

Signed:

Jeremy Koslowski, Forest Administrator

Date:_____

Polk County Forestry Department
100 Polk County Plaza, Ste 40
Balsam Lake, WI 54810

Printed name of Contractor

Date:_____

Somebody
Somewhere
Sometown, USA 11111
Phone number:_____

915.11 SITE PREPARATION CONTRACT

CONTRACT

SITE PREPARATION BY POWER DISC TRENCHER

This agreement made and entered into this ____ day of _____, 20__, by and between **Polk County Forest**, 100 Polk County Plaza Suite 40, Balsam Lake, Wisconsin 54810, hereinafter referred to as the County, and _____ of _____, hereinafter referred to as the Contractor.

It is agreed between the parties hereto as follows:

WORK TO BE DONE: The Contractor agrees to furnish labor, insurance, equipment, supplies and transportation necessary for site preparation of **47** acres pursuant to the specifications set forth in exhibit "A" and attached site maps attached hereto. The contracted work shall be finished before **ground freezes**. **This work is not to be done during the gun deer hunting season.**

CONSIDERATION: For the work to be done, the County agrees to pay to the Contractor \$____per acre on ____ acres (\$_____) for all areas completed and accepted by the County.

PAYMENT: Final payment acreage will be determined on completed acres by mapping sites using existing aerial photographs and/or GPS satellite receivers. Interim payments will be based on 85% of the estimated acreage of **completed** sites.

WAIVER AND RELEASE: The Contractor agrees to assume all liability for any damage or injury to persons or property, real or personal, resulting from Contractor's operation, and will hold the County blameless for same.

REQUIREMENTS: All work must be performed in accordance with Federal, State, and Local laws, and within the safety guidelines as outlined in equipment manufacturers' Safety Standards.

The Contractor must furnish the County with a "Certificate of Insurance" for Worker's Compensation valid in Wisconsin, within 20 days of contract signature. This clause clarifies that there is no employer-employee relationship between the County and the Contractor or his workers.

An Irrevocable Letter of Credit or cash performance deposit in the amount of **\$1,500.00** will be put down on this contract within 20 days of signing. This performance deposit may be retained by the County upon unsuccessful completion of this contract.

This contract cannot be assigned or subcontracted in whole or in part, without prior written permission from the County.

Signature:

Polk County Forest Administrator

Contractor

Date

Date

EXHIBIT A
SITE PREPARATION SPECIFICATIONS

Soils are sand with level to rolling terrain.

Disc Trenching:

The Contractor shall maintain consistently even row spacing to reach the objective of an average of 8 feet (8') between row centers. The acceptable range for distance between row centers shall be greater than six feet (6') and less than ten feet (10') to achieve an average of eight feet (8'). Mineral soil must be exposed in the trench wide enough (from 18-24") and deep enough for adequate planting (as determined by County Forest staff).

General Instruction:

Contract work may begin anytime on or after July 17, 2006, through November 17, 2006. Polk County Forest staff will assist the Contractor in locating sites. Row direction shall be as specified by Polk County Forest.

Maps:

Polk County Forest will provide site maps. Final acreage will be determined by using a GPS satellite receiver.

Restriction:

The Contractor agrees to comply with all Federal, State, and Local laws regarding this activity.

920 FACILITIES AND REPORTS

920.1 RECREATIONAL INVENTORY

Apple River Campground

Co-op Snowmobile trails

7 miles ATV trail (Sterling ATV trail)

1 Primitive Canoe Landing (Mackie Lake)

Co-op Horse Trails (Governor Knowles State Forest)

920.2 STATEMENT OF COUNTY FOREST LOAN



Wisconsin Department Of Natural Resources
 Report 15
 Statement Of County Forest Loan Accounts as of December 31, 2015

Report: 53A
 Page: 1 of 1

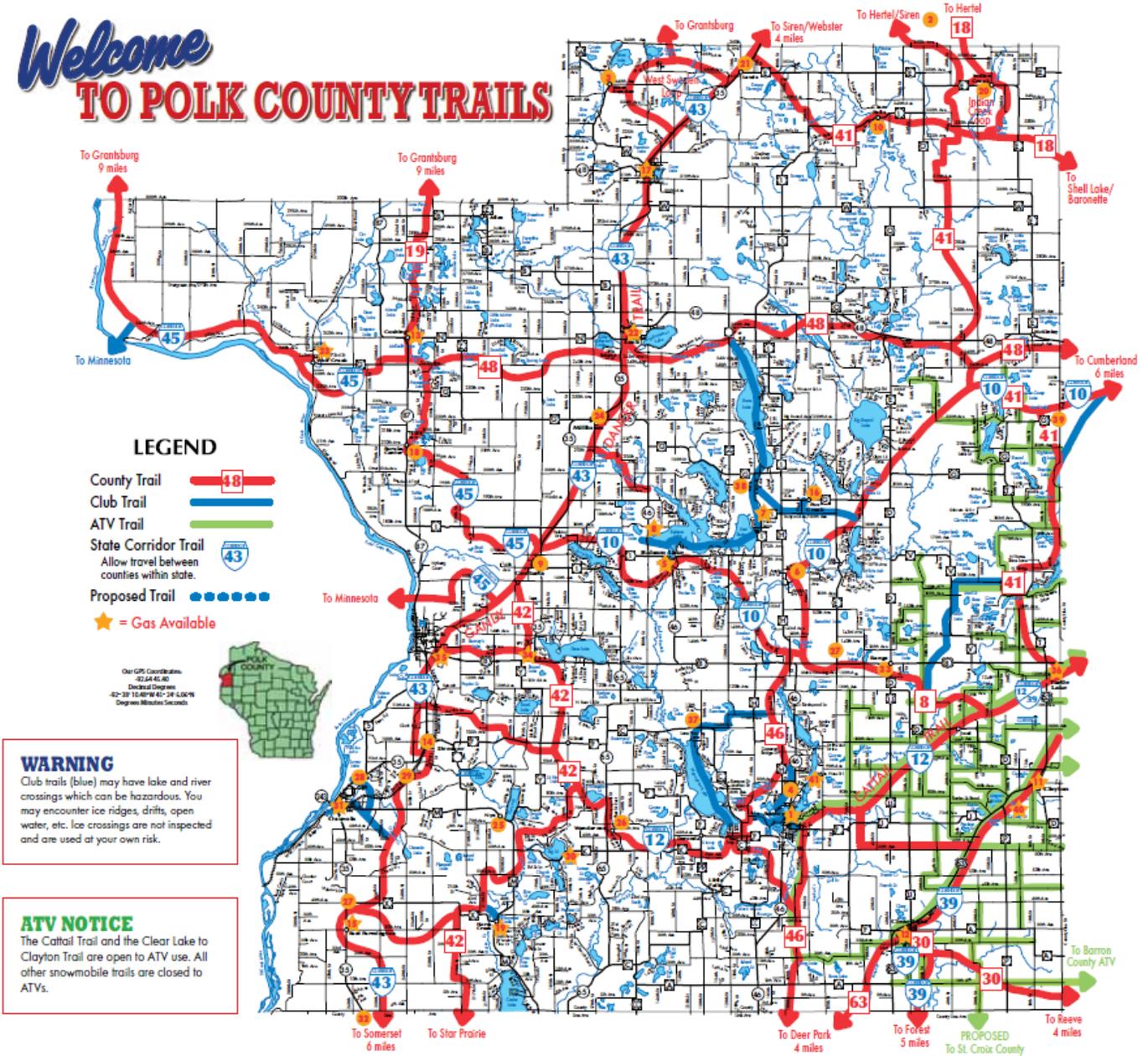
County	Variable Acreage Share Loans				Project Loans				Balance Owed DNR
	DNR Issued Loans		County Repayments		DNR Issued Loans		County Repayments		
	CY 2015	Tot To Date	CY 2015	Tot To Date	CY 2015	Tot To Date	CY 2015	Tot To Date	
Ashland	20,041.67	609,978.79	7,043.02	789,161.08	0.00	1,125,780.74	12,998.65	946,598.45	0.00
Barron	0.00	122,285.69	366.56	327,063.38	0.00	874,219.80	2,620.51	637,590.64	31,851.47
Bayfield	0.00	2,327,946.84	0.00	2,483,671.37	0.00	300,000.00	0.00	144,275.47	0.00
Burnett	52,712.59	2,236,300.09	36,602.06	2,605,295.07	0.00	984,315.77	16,110.53	615,320.79	0.00
Chippewa	0.00	552,019.26	0.00	629,718.24	0.00	161,000.51	0.00	83,301.53	0.00
Clark	0.00	1,161,477.30	0.00	1,206,364.81	0.00	53,000.00	0.00	8,112.49	0.00
Douglas	0.00	1,876,638.45	0.00	1,992,444.05	0.00	529,850.00	0.00	414,044.40	0.00
Eau Claire	0.00	526,533.23	0.00	605,711.20	0.00	126,933.08	0.00	47,755.11	0.00
Florence	0.00	444,068.78	0.00	780,481.72	0.00	1,677,376.82	0.00	1,340,963.88	0.00
Forest	6,259.24	208,576.96	1,934.14	209,272.54	356,250.00	3,300,696.25	25,562.41	204,357.64	3,095,643.03
Iron	0.00	2,701,711.99	0.00	3,089,529.56	0.00	767,860.74	0.00	380,043.17	0.00
Jackson	0.00	1,876,477.59	0.00	2,235,750.60	0.00	734,990.00	0.00	375,716.99	0.00
Juneau	0.00	116,824.82	7,294.49	273,169.34	0.00	1,213,470.63	75,768.58	444,684.40	612,441.71
Langlade	0.00	555,874.24	0.00	555,874.24	0.00	0.00	0.00	0.00	0.00
Lincoln	0.00	590,731.41	0.00	1,027,543.40	0.00	1,220,980.00	0.00	784,168.01	0.00
Marathon	14,692.24	521,787.36	2,482.12	424,919.39	0.00	2,545,511.00	12,123.62	1,023,252.66	1,619,126.31
Marquette	0.00	1,104,208.02	0.00	1,142,208.02	0.00	38,000.00	0.00	0.00	0.00
Monroe	0.00	21,340.37	3,513.49	44,783.21	0.00	136,750.00	22,514.59	74,513.08	38,794.08
Oconto	0.00	219,031.59	0.00	380,675.49	0.00	450,000.00	0.00	288,356.10	0.00
Oneida	0.00	1,186,720.14	0.00	1,407,141.62	0.00	439,010.00	0.00	218,588.52	0.00
Polk	8,222.86	299,264.99	4,374.58	408,938.79	0.00	840,353.50	12,325.16	580,662.82	150,016.88
Price	0.00	1,491,622.00	0.00	1,799,816.71	0.00	804,427.48	0.00	496,232.77	0.00
Rusk	44,382.81	1,925,299.70	41,435.43	1,932,111.79	0.00	136,950.00	2,947.38	130,137.91	0.00
Sawyer	0.00	1,172,316.95	0.00	1,806,888.73	0.00	1,000,000.00	0.00	365,428.22	0.00
Taylor	0.00	204,461.52	0.00	224,907.68	0.00	36,398.28	0.00	15,952.12	0.00
Vernon	0.00	0.00	0.00	0.00	547,500.00	894,479.54	0.00	15,462.87	879,016.67
Vilas	0.00	779,307.74	0.00	1,081,984.47	0.00	678,019.42	0.00	375,342.69	0.00
Washburn	74,171.09	2,940,066.76	149,036.75	3,054,699.79	408,750.00	697,238.66	25,953.75	274,675.04	307,930.59
Wood	0.00	259,901.61	0.00	314,618.91	0.00	77,000.00	0.00	22,282.70	0.00
State Total :	220482.50	28032774.19	254082.64	32834745.20	1312500	21844612.22	208925.18	10307820.47	6734820.74

NOTE: Severance Payments " In the mail " OR Otherwise still In Process are not in this Report. This Report is on a Calendar Year basis.

Prepared by Division of Forestry, June 6, 2016
 WI. Department Of Natural Resources

925 MISCELLANEOUS MAPS AND BROCHURES

925.1 COUNTY SNOWMOBILE MAP



<http://www.polkcountysnomobileatv.com/docs/PolkSnowMap.pdf>

STERLING TRAIL

Summer Only June 1st - Nov. 15th
7 miles of closed loop wooded trail.
No dirt bikes or horses.

