

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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CHAPTER 500

LAND MANAGEMENT AND USE

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500 LAND USE

500.1 OBJECTIVES

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

505 TIMBER SALES

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

505.1 FIELD PREPARATION OF TIMBER SALES

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

505.2 ADVERTISING FOR BIDS

After field work is completed and necessary reports receive DNR approval, the administrator shall prepare a sale prospectus and make it available to interested loggers. Under [s.28.11 \(6\) \(b\)](#) Wis. Stats, timber sale advertisements, at a minimum, will be by a classified ad in a newspaper having general circulation in the county. Ads shall be run for at least one week prior to the bid opening. A longer advance time will be given when feasible. Sealed bid sales will generally be offered January thru May.

505.3 PROSPECTUS

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

1. Species to be harvested and estimated volume by product
2. Minimum Acceptable Bid
3. Maps of sale area including tract number and location.
4. Special contract provisions
5. Bid opening date, time and location. and procedures for bidding
6. Bid forms
7. Timber sales bond and advance stumpage schedule
8. Insurance Requirements
9. Training Requirements
10. Performance bond requirements
11. Contract ending date

505.4 METHOD OF BIDDING

Polk County Forests has a sealed bid process. Bids will be reviewed, and approved, by the Committee. A sealed envelope showing tract number or advertised number and marked "sealed bid" shall be submitted on County Forest bid forms by the bidder for each tract bid on, and shall contain:

1. The bid price per unit by species product. The total value of the timber sale bid shall be indicated on both scaled and lump sum bids. The total bid value must meet or exceed the minimum acceptable bid value, as documented in

the 2460/timber sale map. All species and products must have a bid amount.

2. Bids will be opened on a random basis.
3. A Bidder may withdraw their bids only if:
 - They are present
 - The bid is withdrawn prior to any of the bids are opened for a particular tract.
4. A Bid bond is not required.

505.5 AWARDING SALES

1. The high bidder is normally awarded the sale contract; however, the Environmental Services Committee reserves the right to reject any or all bids and accept the bid offer most advantageous to the county. Grounds for rejecting bids may include without limit:
 - A. Non-compliance with County Forest contract requirements.
 - B. Delinquent financial obligations.
 - C. Unsatisfactory past performances.
 - D. Bids below the Minimum Advertised Value
 - E. Inability to demonstrate financial or professional capability. Evaluation criteria on timber sales will be price and documented ability to satisfactorily complete the contract. Factors to be assessed may include proposed equipment and operation, the number of public timber sales already purchased by a contractor, references, proof of financial stability, past performance and documented training completed. The award of contract to the successful bidder shall be based upon the bid determined most advantageous to the County.
2. Tie bids may be settled by toss of a coin if both parties are agreeable; otherwise the bids on that tract will be rejected and the sale re-advertised.
3. Sales remaining unsold after being advertised for two bid openings may be sold direct at not less than the appraised value even though their estimated value exceeds \$3,000. (See DNR [Timber Sale Handbook](#)).

505.6 SALE CONTRACTS

1. Contracts will be prepared with copies provided to the logger with the original filed in the Forest Administrator's office.
2. Contracts are to be signed by the successful bidder within 6 weeks of the sale or before cutting begins, whichever occurs first, with payment being made according to the County Timber Sale Bond of 15% of the total bid value. Failure to sign the contract within 6 weeks may result in the contractor being responsible for 10% of the total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid for two years.

505.7 TIMBER SALE PERFORMANCE BOND

1. Surety bonds or an irrevocable letter of credit issued by a bank which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation may be used in lieu of cash as a performance bond on sales. The letter of credit or surety bond must be in effect for a period extended 1 year past the term of the contract to allow for possible extension(s) and for closeout of the contract after cutting is completed. Surety bonds and irrevocable letters of credit must have the capability to be drawn on immediately.

505.8 CONTRACT PROVISIONS

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

505.8.1 Contract Number

Every contract shall have a unique numerical number.

505.8.2 Contract Parties

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

505.8.3 Duration and Extension of Contracts

- A. All contracts begin on the date of signature of the Forest Administrator. Contract MUST have a specific end date. The standard contract period is two years. Larger sales may have contracts that are three years long.
- B. Contract extensions are not guaranteed.
The first extension if granted will have a 5% stumpage increase.
The second extension will have a 15% stumpage increase.
- C. Additional extensions will only be considered in extreme circumstances and the increase will be determined by the Forest Administrator/Committee.
- D. If purchasers do not wish to have contracts renewed or extended and do not finish the sale prior to expiration, the 15% performance bond will be kept.
- E. The contractor may request a contract release due to severe physical or financial disability. The committee shall determine whether a release shall be granted and may withhold all or a portion of the bond deposit for damages.
- F. A one year extension, if deemed necessary by the seller, may be granted at the same stumpage rate as the original contract assuming every attempt was made to fulfill the contract. Examples of when a free extension may be granted included: Poor weather conditions to freeze down roads, the contractor was involved in cutting of massive timber blowdown events, and others as determined by the Forest Administrator/committee.

505.8.4 Termination of Contract by Seller

The Seller may terminate a 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.

505.8.5 Performance Bond, Damages, Future Contracts

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

- A. Undesignated timber removed
- B. Removal of timber without payment
- C. Damage to residual timber, roads or other infrastructure
- D. Restoration of sale area
- E. Costs associated with resale of uncut timber
- F. Other costs...

505.8.6 Title to Timber

Title to timber cut remains the sellers until payment required is received by the Seller in accordance with the timber sale contract

505.8.7 Payment Schedule

All Polk County Forest Timber sales are prepay and the contract includes a payment schedule. The payment schedule indicates the responsibilities of the seller and the purchaser for payments under the contract. This schedule will vary based on sale type (lump sum v. scale sale).

505.8.8 Utilization Specifications

Typical standards are the following:

- A. Cordwood: 4" DIB small end to 10" DIB

B. Sawtimber 10” DIB small end and larger

505.8.9 Training Requirement

Logging contractor and sale operators are to be compliant with the Wisconsin SFI Training Standard as adopted by the Wisconsin SFI Implementation Committee. Valid documentation of compliance with the Forest Industry Safety and Training Alliance training standards must be on file with the County before cutting operations begin and during all operations.

505.8.10 BMPs, Roads, Landings...

The purchaser is required to comply with all recommended BMP’s for Water Quality guidelines as described in “Wisconsin’s Forest Best Management Practices for Water Quality,” published by the WIDNR publication Pub-FR-093. <https://dnr.wi.gov/topic/ForestManagement/bmp.html>

The purchaser shall comply with all recommended Forestry BMP’s for Invasive Species as described in “Wisconsin’s Forestry Best Management Practices for Invasive Species,” published by the WIDNR publication Pub-FR-444-09.

<https://councilonforestry.wi.gov/Pages/InvasiveSpecies/Forestry.aspx>

The purchaser shall comply with all general guidelines as described in “Wisconsin’s Woody Biomass Harvesting Guidelines”, published by the WIDNR Pub-FR-435-09.

<https://councilonforestry.wi.gov/Pages/WoodyBiomass/Overview.aspx>

Further guidelines are provided in “Wisconsin’s Forest Management Guidelines” published by WIDNR pub-226-2003.

<https://dnr.wi.gov/topic/ForestManagement/guidelines.html>

505.8.11 Soil Disturbance and Rutting

As a requirement of certification all contracts must have a rutting policy in the contract. The contractor will take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbance occurs, the contractor agrees to work cooperatively with the County to mitigate and repair any all instances of soil disturbance. Excessive soil disturbance will not be permitted.

Thresholds for soil disturbances.

<u>Timber Sale Infrastructure</u>	<u>Soil disturbances are excessive if:</u>
<u>Roads, Landings, Skid Trails, and General Harvest Area</u>	<ul style="list-style-type: none">▪ <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>	<ul style="list-style-type: none">▪ <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.</u>▪ <u>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>	<ul style="list-style-type: none">▪ <u>A gully or rut is 6 inches deep or more and 100 feet long or more.</u>

505.8.12 Liability and Workers Compensation Insurance

All contracts require proof of insurance. Public Liability and property damage insurance is required with minimum limits of \$1,000,000.00. Proof of insurance required must be provided on an original Certificate of Insurance, counter signed by an insurer licensed to do business in Wisconsin naming Polk County as a Certificate Holder. The purchaser is required to notify the Polk County Forestry in writing immediately upon any change in or cancellation of insurance coverage. The proof of insurance shall be kept in the contractor insurance folder or the timber sale folder and must cover the entire operation period of the contract.

Exceptions to Insurance Coverage Requirement.

Sole Proprietor. A sole proprietor must work alone without the aid or assistance of another person including hauling. The Sole Proprietor must meet the definitions of an independent contractor:

- a. Maintains a separate business with his own office, equipment, materials and other facilities.
- b. Holds or has applied for a federal employer identification number.
- c. Operates under contract to perform specific services or work for specific amounts of money and under which the independent contractor controls the means of performing the service or work.
- d. Incurs the main expenses related to the service or work that he performs under the contract.
- e. Is responsible for the satisfactory completion of services or work that he contracts to perform and is liable for a failure to complete the service or work.
- f. Receives compensation for service or work performed under a contract on a commission or per job or competitive bid basis and not on any other basis.
- g. May realize a profit or suffer a loss under contracts to perform services or work.
- h. Has continuing or recurring business liabilities or obligations.
- i. Depends on the relationship of business receipt to expenditures for the success or failure of the business.

505.8.13 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.

Cordwood Conversion Factors
Pounds per Cord

Species	Weight (lbs.)	Weight (tons)
Hemlock	4800	2.400
Tamarack	4650	2.325
Red pine	4500	2.250
Jack pine	4250	2.125
Balsam	4250	2.125
White pine	4200	2.100
Spruce	4000	2.000
Cedar	3150	1.575
White oak	5850	2.925
Red oak	5500	2.750
Hickory	5400	2.700
Yellow birch	5350	2.675
Hard maple	5100	2.550
Beech	5050	2.525
Elm	5000	2.500
Balsam poplar	4900	2.450
White birch	4800	2.400
Cottonwood	4650	2.325
Ash	4600	2.300
Soft maple	4550	2.275
Aspen	4500	2.250
Basswood	3850	1.925
Locust	5300	2.65
Mixed Hardwood	4800	2.4

- e. Whole tree operations adjustments are made at the time of appraisal and are part of the bidding process. Bidders may elect to bid whole tree or to a four inch top.

505.8.14 Forest Certification

Polk County is certified to the standards of the Sustainable Forestry Initiative (SFI).

505.8.15 Other Contract Conditions

- A. Waste
- B. Stump heights
- C. Zone/Unit completion
- D. Slash requirements
- E. Cleanup of sale area
- F. Forest fire prevention
- G. Survey monument restriction
- H. Indemnification
- I. Independent contractor
- J. Assignment (sub-contracting)
- K. Right of inspection by seller
- L. Applicable law
- M. Other conditions

505.8.16 Attachments to Contract

- A. Timber Sale Map
- B. Payment Schedule
- C. Other Provisions as necessary

The Polk County Timber Sale Contract can be found in Chapter 1000

505.9 TIMBER SALE RESTRICTIONS

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

4. Polk County will utilize and use as a standard, the rutting/soil productivity guidelines as set forth in the DNR Timber Sale Handbook (2461).

505.10 TIMBER SALE ROADS

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

505.11 SUPERVISING SALES

Sale inspections will be performed periodically by county and / or DNR Forestry personnel, as requested, with corresponding notations in the sales record. A copy of a blank inspection report is in Chapter 1000

505.12 FOREST PRODUCTS ACCOUNTABILITY

505.12.1 Scaling Merchantability

1. Sawlogs will be scaled by the Scribner Decimal C. log rule. A log is defined as: 10”diameter or larger inside bark (d.i.b) at 8’ plus trim for hardwood and softwood with a minimum net scale of 50% of the gross scale of the entire log.
2. The standard unit of measure for cordwood is measuring 4' x 4' x 8' of

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

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

505.12.2 Utilization Standards

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

505.12.3 Methods of Accountability

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

1. The ticket system utilizes serialized three-part tickets that must be paid for in advance, based on the approximate stumpage value of the wood to be hauled. One ticket must accompany each load of wood to the mill. Mill scale will be accepted for volume determination.
2. Wood may also be scaled on the landing. This method is generally used for sawlogs. Payment for wood products scaled is normally due in advance.
3. Lump sum sales may be utilized and divided into cutting units when practical. Payment for a cutting unit must be received in full before any cutting begins in that unit.

505.13 SPECIAL FOREST PRODUCT PERMITS

1. A written permit for taking fuelwood for personal use must be purchased for a specific area designated on the permit. This permit can be found in

Chapter 1000

2. Written permits may be issued for special forest products for community or personal use, with fees established by the Environmental Services committee.
3. Stumpage of fuelwood, Christmas trees, boughs, posts and poles and other special forest products for resale will be handle as a regular timber sale.

This permit can be found in Chapter 1000.

510 TIMBER THEFT

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

510.1 TIMBER THEFT INVESTIGATION

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

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

515 ENCROACHMENTS

The county will actively investigate all suspected cases of encroachments on the County

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

1. The county will establish property boundaries; if necessary, a legal survey will be conducted.
2. The county will gather all facts.
3. The Committee, in consultation with the forest administrator, county legal counsel, and the DNR, will make a decision as to the disposition of the case.
 - A. All above ground encroachments that are movable will be removed from county property.
 - B. Permanent type facilities, such as homes, garages, and septic systems shall be addressed individually and may be removed or handled by a land use agreement. Sale or transfer of the encroachment should remain an option depending on the circumstances involved and the viability of an adverse possession claim ([s. 893.29 Wis. Stats.](#)).
 - C. Provisions in the land use agreement, if that option is pursued, may include granting the encroacher permission to encroach on the County Forest lands with the following stipulations: no other encroachments will be allowed; the permit is non-transferable; the county must be notified once encroachment is terminated; county continues full ownership and control of property; permittee agrees to waive any rights to any future declaration of ownership or interest in the encroached county property; county reserves the right to cancel the permit and the permit is to be filed in the office of the County Forestry Department and all fees related to the land use permit shall be paid by the permittee.
 - D. A copy of the actual Land Use Agreement can be found in Chapter 1000

520 SPECIAL USES

1. Recognizing the vast potential for a variety of special uses of the County Forest by

governmental units, businesses, organizations or individuals, the committee may designate specified areas for special uses. Specific management methods are to be considered on these areas. Uses must be consistent with the intent and purposes of the County Forest Law.

2. All requests for specialized uses of any County Forest lands will require a permit authorized by the Committee.
3. A list of existing special use areas can be found the Appendix.

520.1 SAND AND GRAVEL

Polk County Forest does not have any sand or gravel pits. This section does outline procedures that must be followed if a sand or gravel, pit is established on Polk County Forest. Sand and gravel pits located on the County Forest may be used only by units of government or contractors performing public works. Use of existing pits and the opening of new pits by other than the County Forestry Department will require Committee approval and be authorized by permit only. The condition of such permits may include, but are not be limited to:

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

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

All active, nonmetallic sites greater than one acre in size, including those on the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation Program, Chapter NR 135, Wis. Adm. Code. The Polk County Forestry Department shall work with the local permit coordinator (often county or local zoning office) in obtaining

the necessary permits for nonmetallic mining operations.

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

520.2 EXPLORATION, PROSPECTING, AND MINING

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

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

520.3 SANITARY LANDFILLS

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

520.4 MILITARY MANEUVERS

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

in this matter.

520.5 PUBLIC UTILITIES.

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

1. Utility may be billed for merchantable forest products and existing timber reproduction.
2. Utility may be billed for land removed from production due to right-of-way clearing for losses of future income and multiple use benefits.
3. Land removed for utility operations that is no longer suited “primarily for timber production or, that is no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes” ([s. 28.11\(4\) \(c\)](#) Wis. Stats) may need to be withdrawn from county forest law designation. The utility company has two options to compensate for land requiring withdraw from the County Forest. 1) Replace the lands with other lands suitable for county forest entry that are in the forest blocking of the County Forest or 2) Compensate the County Forest at the going appraised rate per acre. The money will be deposited into the Forest land acquisition account outlined in Chapter 200 –Accounts.
4. Utility companies will be encouraged to use existing corridors and underground lines to minimize disturbance to the county forest and native plants and animals.
5. Merchantable timber will be removed in a manner approved by the Committee. Timber cut must be reported to the DNR on form 2460-1.
6. Utility must provide notice of proposed route, including a map of not less than 1 inch /mile scale, 90 days in advance of proposed construction.
7. Special maintenance, controlled access and signage concerns shall be addressed in any proposal.
8. An appropriate fee shall be charged for easements. This fee may be waived.

520.6 ACCESS TO PRIVATE LAND

The Department has determined that granting a private easement across county forest lands is not consistent with the County Forest Law program. This determination is based on an Attorney General opinion ([OAG-08-10](#)). Easement grants to individuals are generally determined to be an exclusive right on a publicly owned asset. Counties are generally restricted from granting easements unless the overall management of the forest could be improved by granting the easement or if the easement grant will serve a greater public good.

520.6.1 Temporary Access

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

520.6.2 Access Agreements

Requests for access to private lands may be made by private parties to build or improve access roads through the Polk County Forest. Access agreements will be considered on a case-by-case basis and with the understanding that the County is not legally obligated to provide access to private lands.

A fee of \$500 with an addition \$.75 per lineal foot will be assessed by the Committee for access permits. The Committee may elect to waive these fees in cases of agreement renewals or in cases of existing roads or driveways.

Access across County Forest lands must be demonstrated by the applicant as the route of

last resort, including evidence of an offer of fair compensation for access across other private lands. The following stipulations will be included in access agreements:

1. Permits are made by and between the Polk County and the property owner. The permits are not transferrable and subsequent property owners must secure their own agreement.
2. Permits are not to exceed 10 years.
3. Gates, signs, or other articles of the permittee are not permitted on County lands. Roadway must be open to the public through county land.
4. The applicant must document proposed uses.
5. No legal easements will be granted, just permission to cross county lands.
6. The permit is non-transferable. New landowners must apply to continue the land use agreement.
7. The County continues full ownership of the improved roadway; however the County shall not be liable for maintenance or upkeep of the road.
8. Road improvements and upgrading must be approved and supervised by Forestry staff. Prior notification of three (3) days is required before work starts.
9. All wood cut is the property of Polk County
10. The Standard Land Use Agreement is included in Chapter 1000

520.6.3 Prescriptive Easements

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

520.6.4 Other Types of Access

Complex issues of private access needs may arise in the future. Any proposals to grant an easement across County Forest must help achieve the purposes of the County Forest Law and meet a standard of better and higher public use. Easements to private parties will require withdrawal from County Forest Law and are to be discussed with the Department prior to initiating any proposals.

520.7 PRIVATE UTILITY SERVICE LINES

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

1. The permit is non-transferrable
2. The County retains full ownership of the utility corridor, however it shall not be liable for maintenance, upkeep, or other damages associated with the utility service.
3. The permittee waives any rights to any declaration of ownership or interest in the utility corridor on County land for administrative costs as a result of this Land Use Agreement – Utility permit. This agreement is granted upon the signature and any fees being received by Polk County.
4. The fee for such a land use agreement is set at \$.75 per lineal foot for each utility with a minimum fee of \$500.

Please see Chapter 1000 for the land use agreement for utility access.

520.8 COMMUNICATION TOWERS

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

1. It must be demonstrated that the site is the most practical location for such a tower.
2. Land selected for such a tower is no longer suitable for continued entry in

the County Forest program. According to section [28.11\(4\)](#), Wis. Stats, any accompanying lands needed for tower support wires that inhibit the practice of forestry and are no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes may also need to be withdrawn from County Forest Law. Withdrawal is subject to approval by both County Board and DNR.

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

520.9 OTHER

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

525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

Chippewa Gathering Rights Permit. As a result of the 1990-1991 trial in the U.S. District Court for the Western District of Wisconsin, Judge Barbara Crab issued the final judgment [74-C-313-C](#). In this judgment, the Wisconsin Bands of the Lake Superior Chippewa's retained their treaty rights to gather firewood, poles, bark, and other miscellaneous forest products from the Forest.

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

the timber and miscellaneous forest products on the County land, or for public health or safety.

2. The County may not deny a request to gather miscellaneous forest products on county property under this section unless: (a) the gathering is inconsistent with the management plan for the property, (b) the gathering will conflict with the pre-existing rights of a permittee or other person possessing an approval to conduct an activity on the property, including a contractor of the county or, (c) is otherwise inconsistent with conservation or public health or safety. See subchapter IV, Ch.NR13, Wis. Adm. Code.