

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

TABLE OF CONTENTS

Revised 05/12/2020

CHAPTER 1000

APPENDIX

<u>Section</u>	<u>Description</u>	<u>Page #</u>
1000	RESOURCE MAPS & TABLES	4
1000.1	MAP OF COUNTY FOREST LOCATION.....	4
1000.2	OFFICIAL COUNTY FOREST BOUNDARY MAP	5
1000.3	FOREST COVER TYPES – DETAIL	9
1000.4	GENERAL SOIL MAP	10
1000.4.1	STERLING	10
1000.4.2	EAST	11
1000.4.3	JOHNSTOWN.....	12
1000.4.4	APPLE RIVER	13
1000.4	MAPPED SURFACE WATERS.....	14
1000.4.1	STERLING	14
1000.4.2	EAST	15
1000.4.3	JOHNSTOWN.....	16
1000.4.4	APPLE RIVER	17
1005	LAWS AND ORDINANCES	18
1005.1	COUNTY FOREST LAW – s. 28.11 Wis. Stats.	18
1005.2	COUNTY ORDINANCES	27
1005.2.1	County Forestry Ordinance	27
1005.2.2	County Timber Sales.....	37
1005.2.3	County Forest ATV Ordinance	38
1005.2.4	Shoreland Zoning Ordinance	41
1005.2.4	Tax Deed Sale Ordinance	43
1005.3	ATV/UTV SUSTAINABLE TRAIL GUIDANCE.....	46

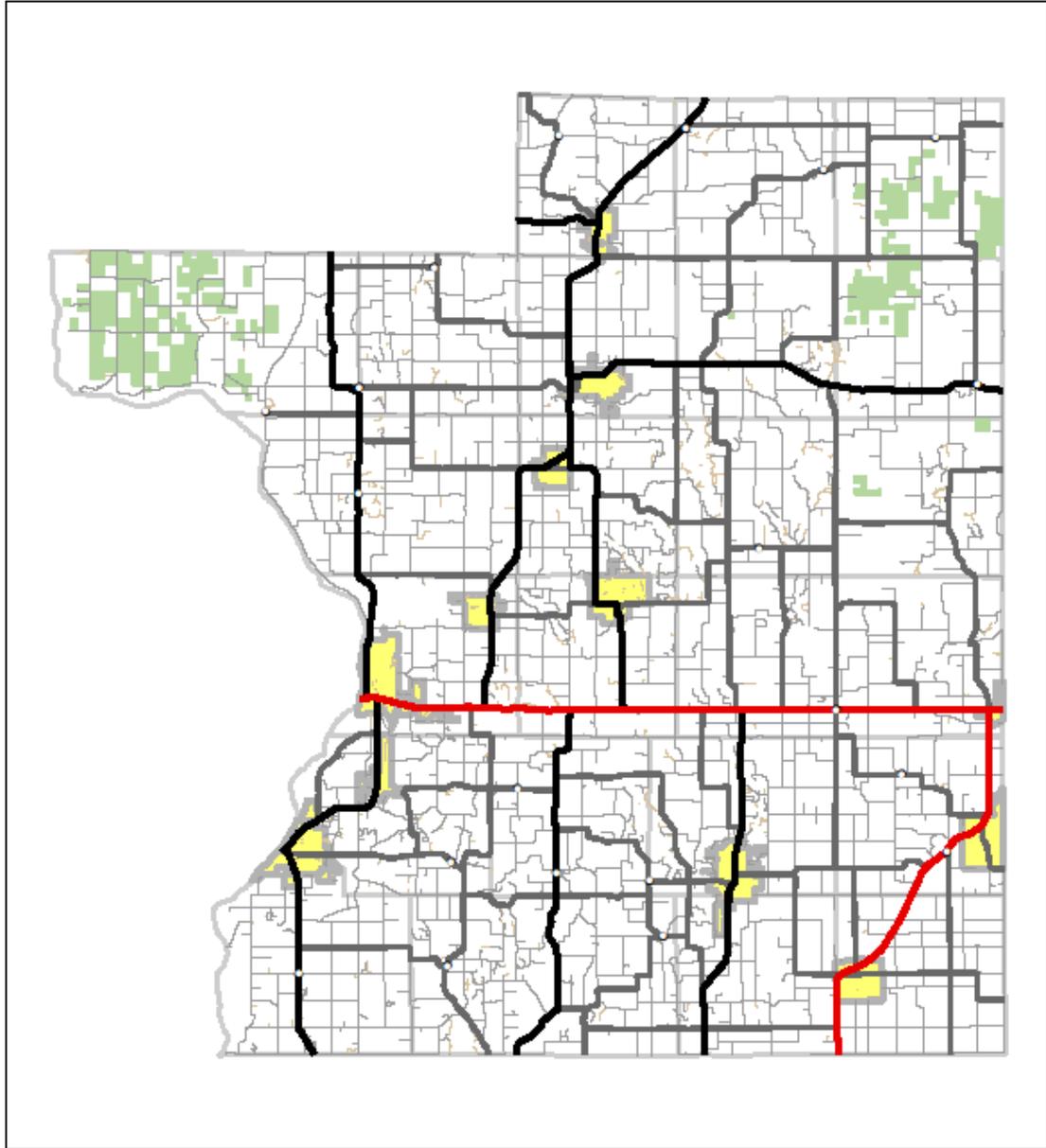
1010	TIMBER SALE HISTORY	51
1010.1	ANNUAL GROSS TIMBER SALE RECEIPTS	51
1015	PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS	52
1015.1	TIMBER SALE CONTRACT	52
1015.1.2	LUMP SUM TIMBER SALE	63
1015.1.3	SCALED TIMBER SALE	64
1015.1.4	TIMBER SALE PRE MEETING FORM	65
1015.1.5	TIMBER SALE INSPECTION FORM	67
1015.2	TIMBER SALE EXTENSION/RENEWAL POLICY	68
1015.3	FIREWOOD PERMIT	70
1015.4	PRIVATE ACCESS LAND USE PERMIT	71
1015.5	LAND USE AGREEMENT UTILITY R.O.W	73
1015.6	CAMPING POLICY/PERMIT	75
1015.7	TREE STAND POLICY	75
1015.8	CHRISTMAS TREE PERMIT	76
1015.9	ROAD INSPECTION PERMIT	77
1015.10	TREEPLANTING CONTRACT	78
1015.11	SITE PREP CONTRACT	83
1015.12	BIRCH POLICY	84
1015.13	GINSENG POLICY	84
1015.14	KARNER BLUE BUTTERFLY SURVEY	85
1020	FACILITIES AND REPORTS	88
1020.1	RECREATIONAL INVENTORY	88
1020.2	STATEMENT OF COUNTY FOREST LOAN	88
1025	MISCELLANEOUS MAPS AND BROCHURES	88
1025.1	COUNTY SNOWMOBILE MAP	89
1025.2	COUNTY CROSS COUNTRY SKI TRAILS	90
1025.3	CERTIFIED COUNTY FOREST ROAD MAP	91
1025.4	COUNTY FOREST ATV MAP	92

1025.5 HANDICAPPED ACCESS PERMIT94
1025.6 MOU POLK COUNTY FOREST/USER GROUP96

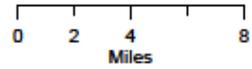
1030 SUSTAINABLE FORESTRY INITIATIVE99
1005.1 SFI 2015-DECEMBER 2021 FOREST MANAGEMENT STANDARD .

1000 RESOURCE MAPS AND TABLES

1000.1 MAP OF POLK COUNTY FOREST LOCATION



Forest Lands - Polk County, Wisconsin



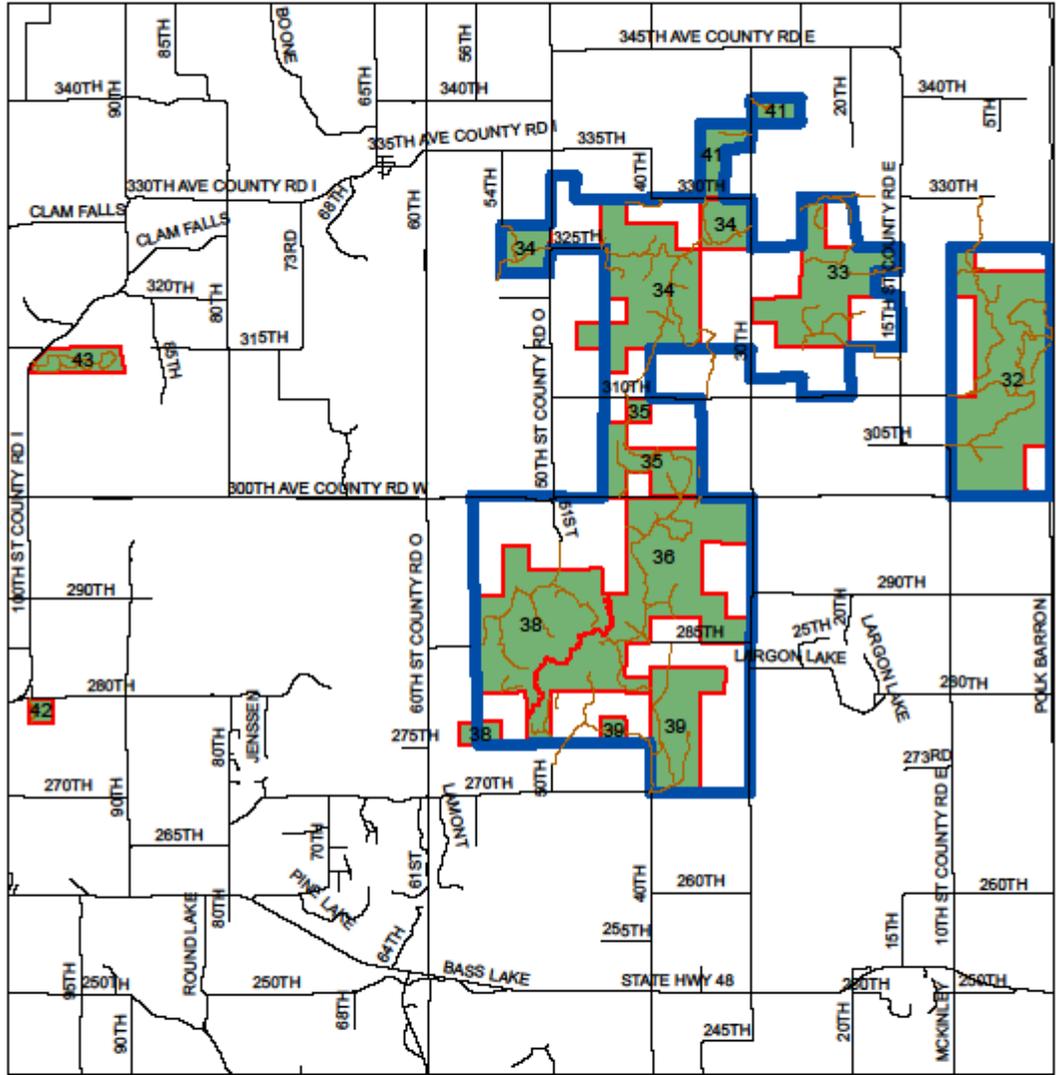
County of Polk, Wisconsin
Division of Environmental Services
Department of Land Information
100 Polk County Plaza, Suite 130
Balsam Lake, WI 54810
(715) 785-9279
www.co.polk.wi.us/landinfo

- US Hwy
- State Hwy
- County Rd
- Town Rd
- Private Rd
- Polk County Forest Lands
- City of Village



Date: 3/13/2020

Polk County Forest - East



Legend

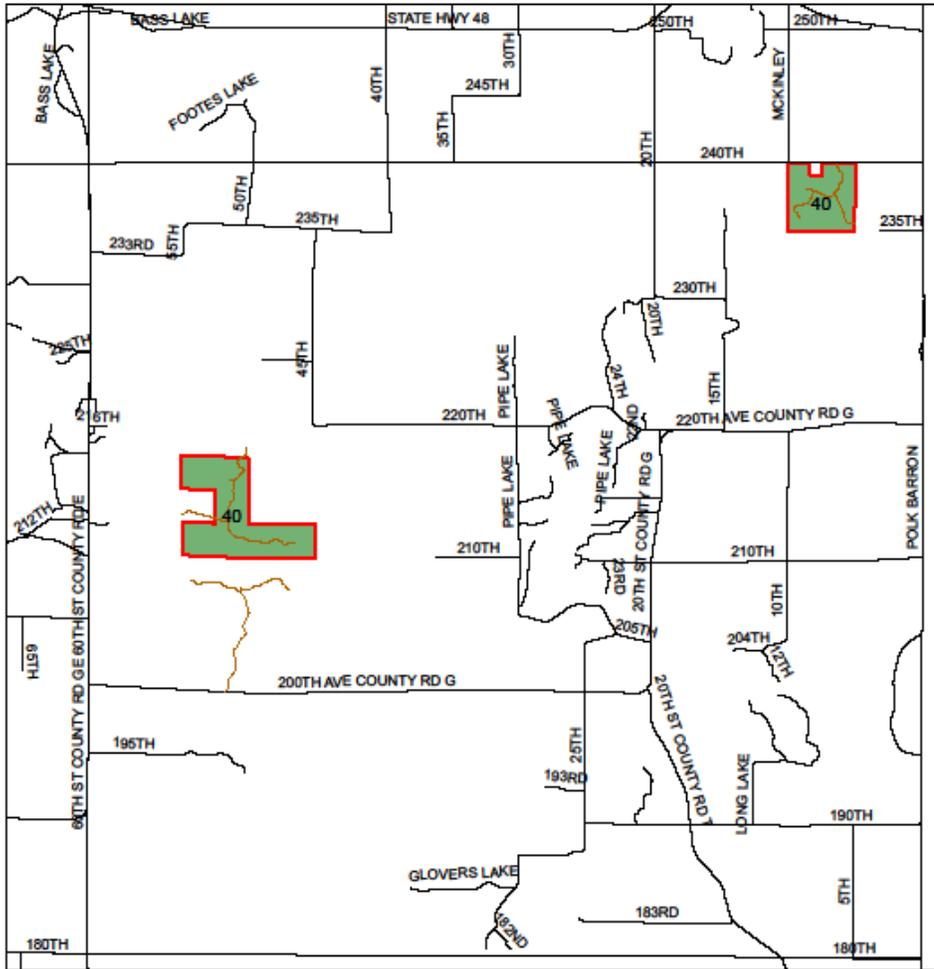
-  Polk_trails
-  Roads
-  PolkCounty block boundary
-  Polk County Forest Compartments

0 2,560 5,100 10,200 15,300 20,400 Feet



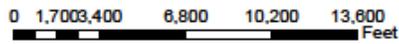
Outside of the County Forest Boundary- Johnstown

Polk County Forest - Johnstown



Legend

-  Polk_trails
-  Roads
-  Polk County block boundary
-  Polk County Forest Compartments



1000.3 FOREST COVER TYPES – DETAIL

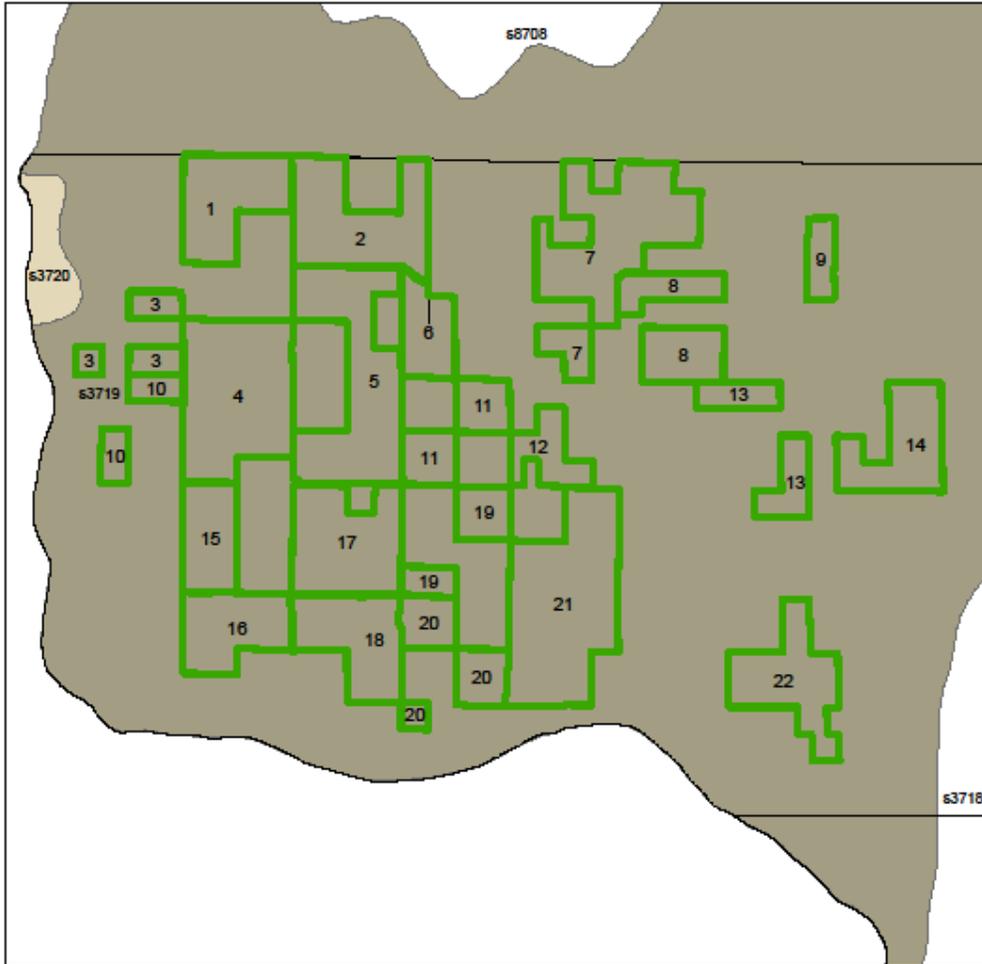
<u>Forest Cover Type</u>	<u>Acres</u>
Northern Pin Oak	4,115
Aspen	3,717
Oak	3,486
Jack Pine	2,384
Red Pine	1,418
Northern Hardwood	586
White Pine	134
Swamp Hardwoods	86
Tamarack	67
Red Maple	51
White Spruce	18
White Birch	9
Black Spruce	3
Other	144
TOTAL FOREST ACRES:	17,038

<u>Non-Forest Cover Type</u>	<u>Acres</u>
<i>Wetland</i>	<i>575</i>
<i>Lake</i>	<i>126</i>
<i>Upland Grass/Brush</i>	<i>76</i>
<i>Other Water</i>	<i>74</i>
<i>Stream</i>	<i>56</i>
<i>Right of Way</i>	<i>38</i>
<i>Campground</i>	<i>19</i>
TOTAL NON-FOREST ACRES:	964
<u>TOTAL PROPERTY ACRES:</u>	<i>17,182</i>

1000.4 GENERAL SOIL MAPs

1000.4.1 TOWN OF STERLING

Polk County Forest Soils - Sterling



Legend

 Polk County Forest Compartments

 Boundaries

Polk Soils

MUSYM

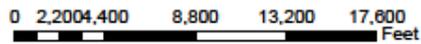
 s3719

 s3720

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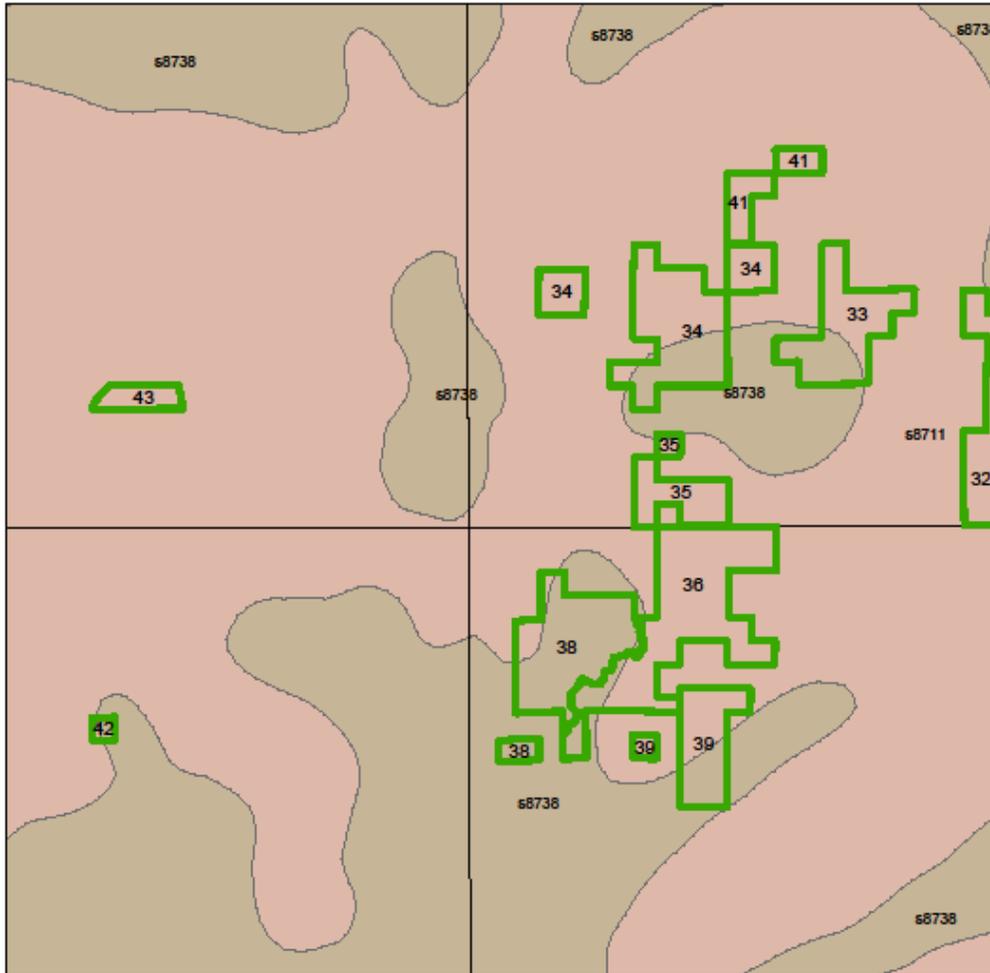
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1000.4.2 TOWNS OF BONE LAKE, CLAM FALLS, LORAIN AND MCKINLEY.

Polk County Forest Soils - East



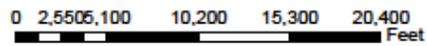
Legend

-  Polk County Forest Compartments
-  Boundaries

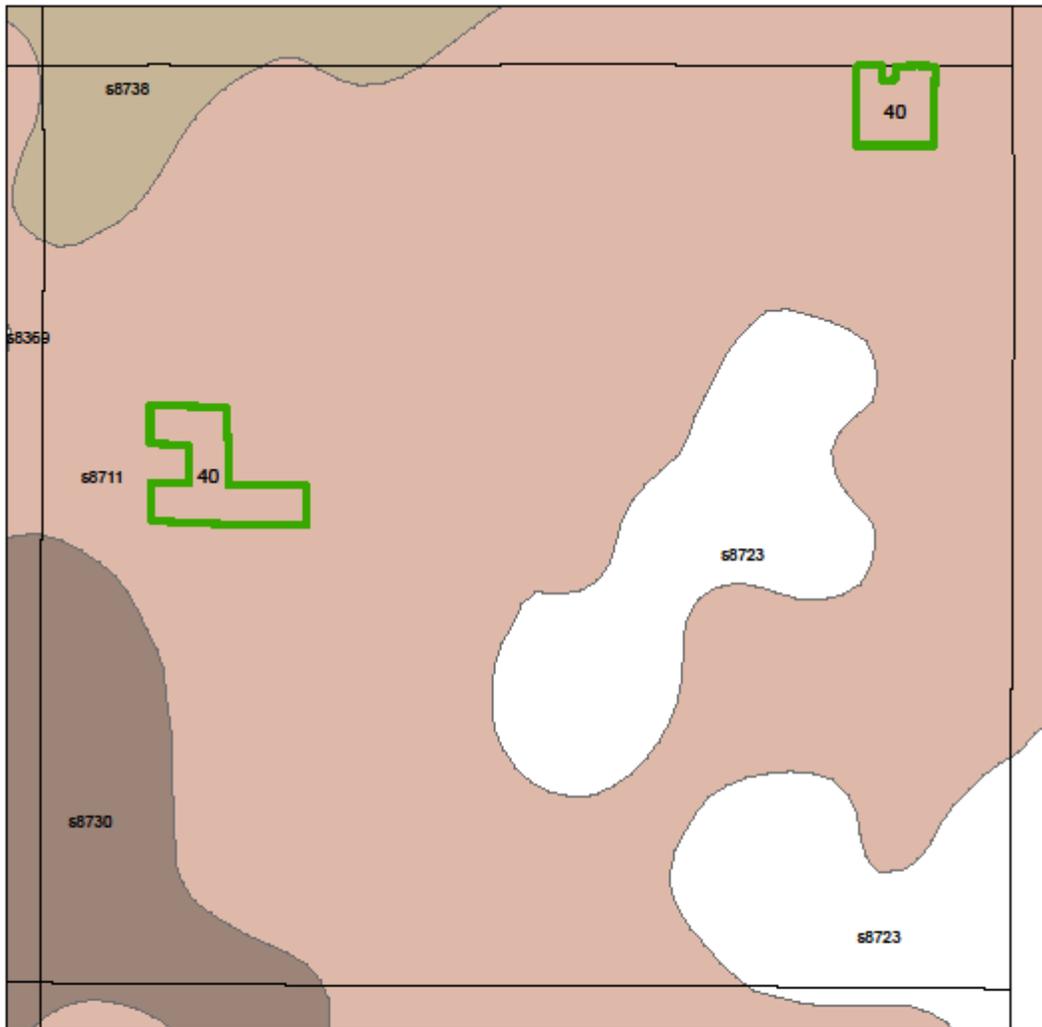
Polk Soils

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-  s3720
-  s8711
-  s8730
-  s8738



Polk County Forest Soils - Johnstown



Legend

 Polk County Forest Compartments

 Boundaries

Polk Soils

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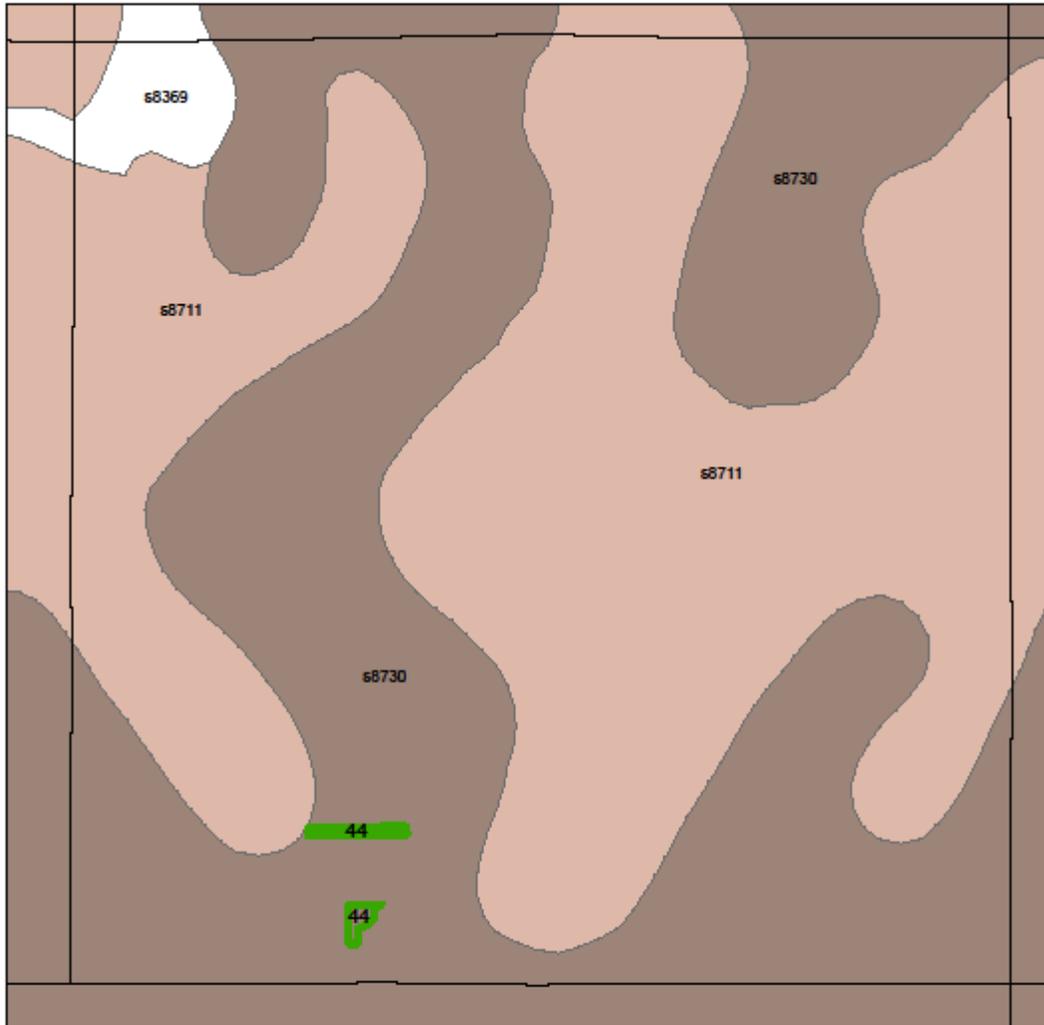
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1000.4.4 TOWN OF APPLE RIVER

Polk County Forest Soils - Apple River



Legend

-  Polk County Forest Compartments
-  Boundaries

Polk Soils

MUSYM

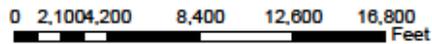
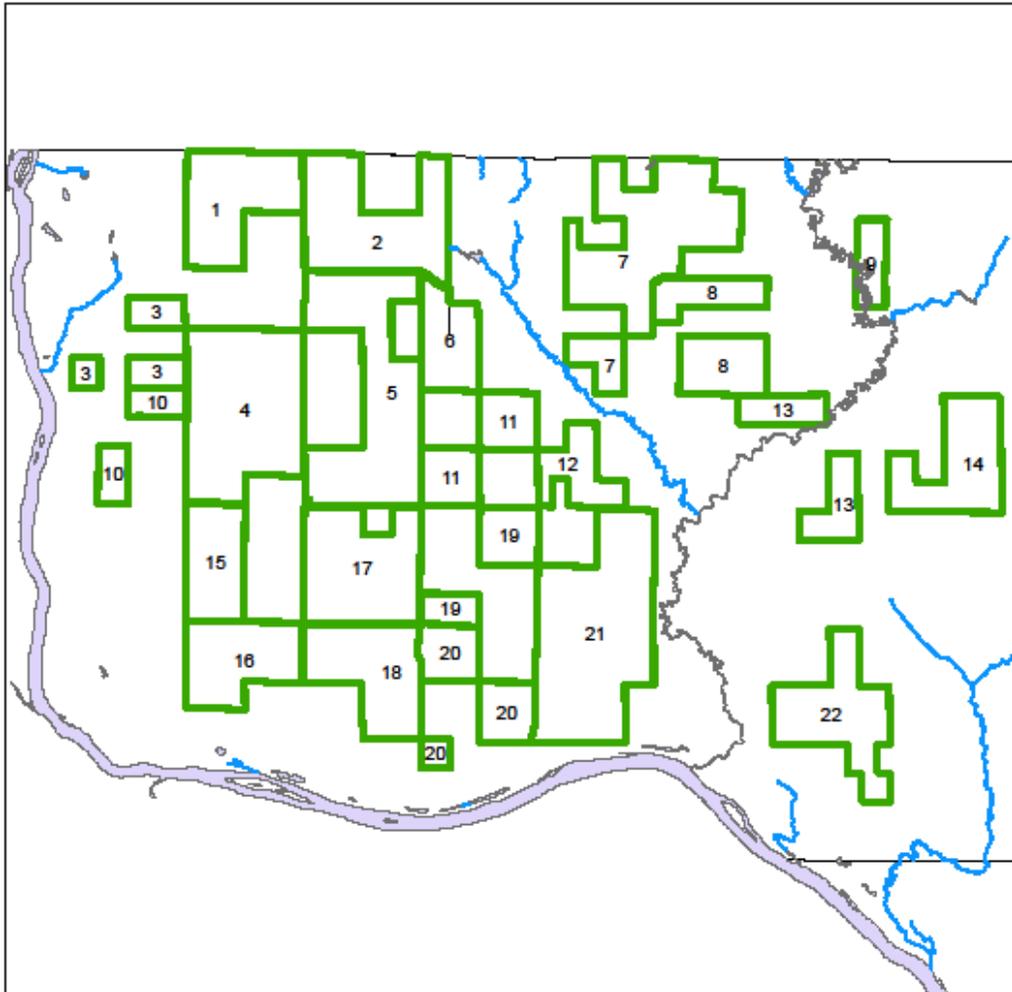
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1005.1. MAPPED SURFACE WATER

1005.1.1 TOWN OF STERLING

Polk County Surface Water Sterling



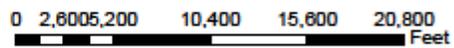
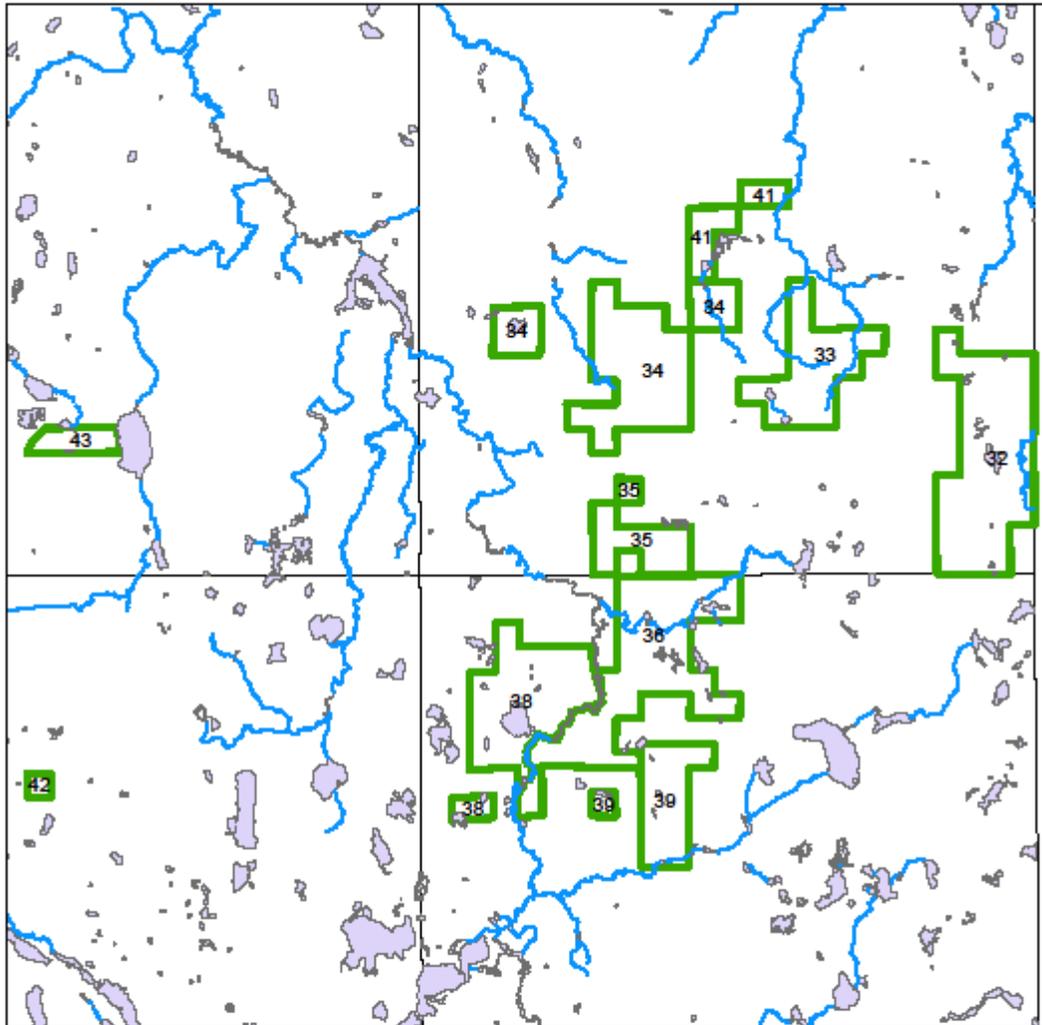
Legend

-  Streams
-  Lakes/Other Surface Water
-  Polk County Forest Compartments
-  Boundaries



1005.1.2 TOWNS OF BONE LAKE, CLAM FALLS, LORAIN, MCKINLEY

Polk County Surface Water East



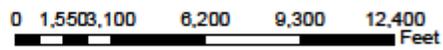
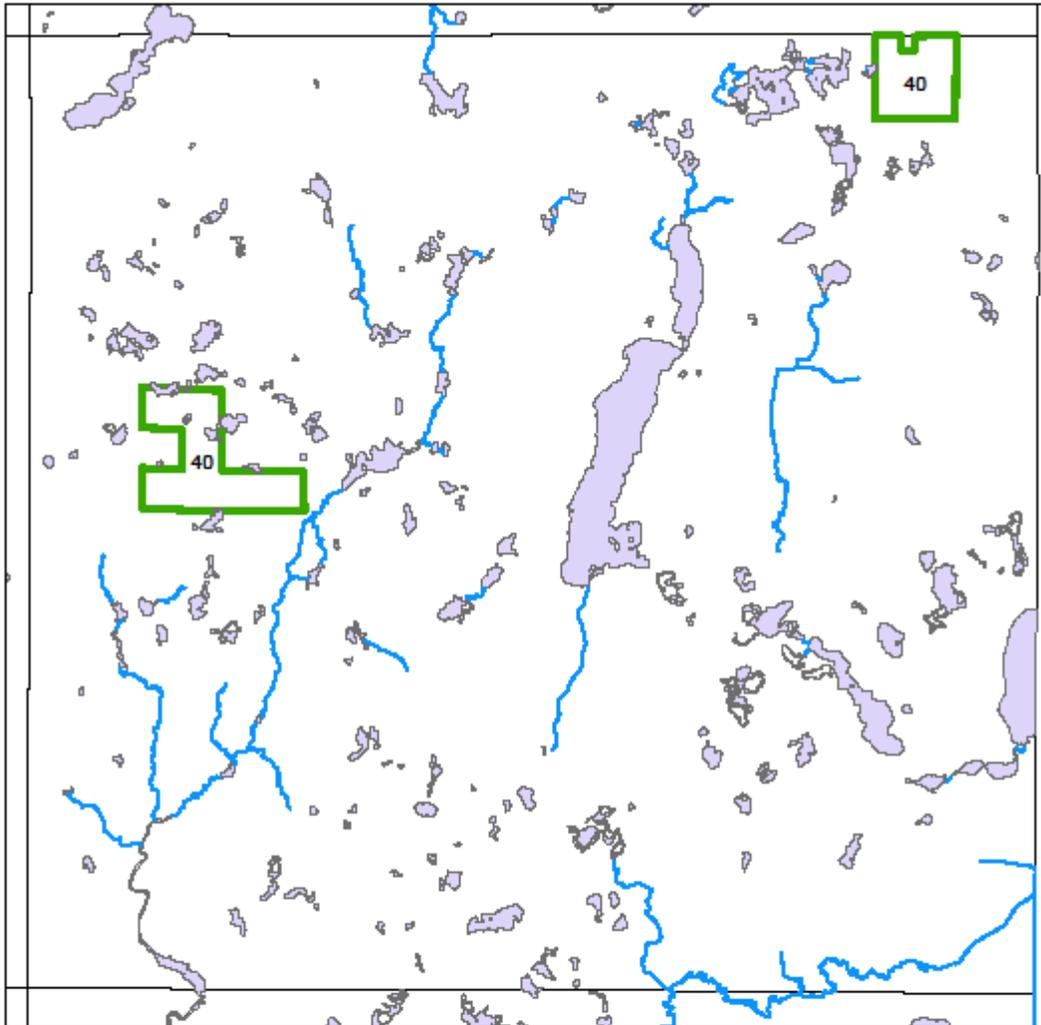
Legend

- Streams
- Lakes/Other Surface Water
- Polk County Forest Compartments
- Boundaries



1005.1.3 TOWN OF JOHNSTOWN

Polk County Surface Water Johnstown



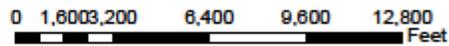
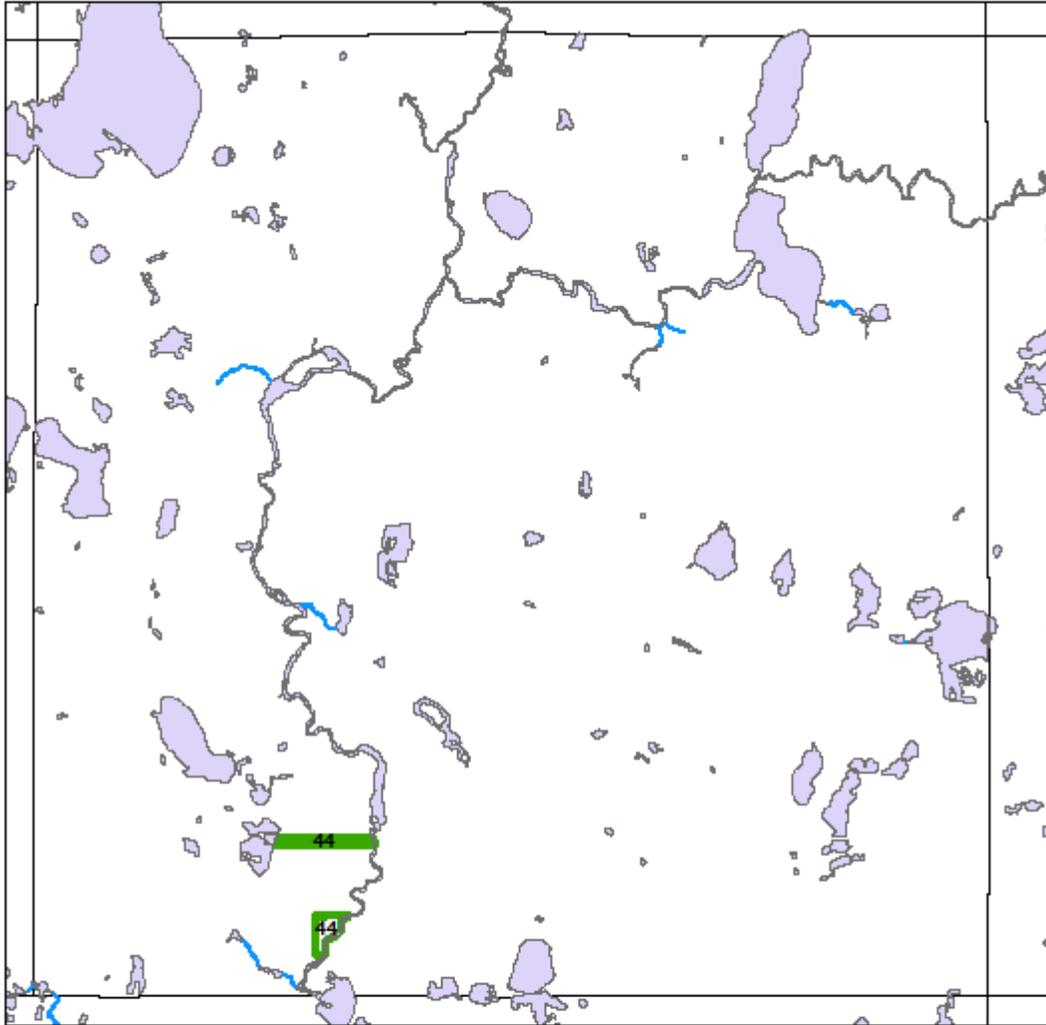
Legend

-  Streams
-  Lakes/Other Surface Water
-  Polk County Forest Compartments
-  Boundaries



1005.1.4 TOWN OF APPLE RIVER

Polk County Surface Water Apple River



Legend

-  Streams
-  Lakes/Other Surface Water
-  Polk County Forest Compartments
-  Boundaries



1005 LAWS AND ORDINANCES

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

28.11 ADMINISTRATION OF COUNTY FORESTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28.11(4) ENTRY OF COUNTY FOREST LANDS

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

28.11(4)(b) If after such investigation the department finds that the lands constitute a well blocked county forest unit or that they block in with other established county forest lands and are otherwise suitable for the purposes of this section it shall make an order of entry designating such lands as county forest lands. All county lands entered under and participating under ch. 77 on October 2, 1963 shall be designated "county forest lands" without further order of entry.

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

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

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

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

28.11(5) (5) MANAGEMENT.

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

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

28.11(5m) COUNTY FOREST ADMINISTRATION GRANTS.

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

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

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

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

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

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

28.11(5r) Sustainable forestry grants.

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

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

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

28.11(6) TIMBER SALES AND CULTURAL CUTTINGS.

28.11(6)(a) Limitations. The county forestry committee is authorized to sell merchantable timber designated in timber sale contracts and products removed in cultural or salvage cuttings. All timber sales shall be based on tree scale or on the scale, measure or count of the cut products; the Scribner Decimal C log rule shall be used in log scaling. All cuttings shall be limited to trees marked or designated for cutting by qualified personnel recognized as such by the department.

28.11(6)(b) PROCEDURES.

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

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

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

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

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

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

28.11(8) STATE CONTRIBUTION.

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

28.11(8)(b) FORESTRY FUND ACCOUNT.

28.11(8)(b)1. A county having established and maintaining a county forest under this section is eligible to receive from the state from the appropriations under s. 20.370 (5) (bq) and (bs) an annual payment as a noninterest bearing loan to be used for the purchase, development, preservation and maintenance of the county forest lands and the payment shall be credited to a county account to be known as the county forestry aid fund. A county board may, by a resolution adopted during the year and transmitted to the department by December 31, request to receive a payment of not more than 50 cents for each acre of land entered and designated as "county forest land". The department shall review the request and approve the request if the request is found to be consistent with the

comprehensive county forest land use plan. If any lands purchased from the fund are sold, the county shall restore the purchase price to the county forestry aid fund. The department shall pay to the county the amount due to it on or before March 31 of each year, based on the acreage of the lands as of the preceding June 30. If the amounts in the appropriations under s. 20.370 (5) (bq) and (bs) are not sufficient to pay all of the amounts approved by the department under this subdivision, the department shall pay eligible counties on a prorated basis.

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

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

28.11(9) COUNTY FOREST SEVERANCE SHARE.

28.11(9)(a) Except as provided under pars. (b) and (c), on timber cut from lands entered as "county forest lands" the county shall pay a severance share of not less than 20 percent of the actual stumpage sales value of the timber. A higher rate of payment may be applied when agreed upon by the department and the county. When cutting is done by the county and timber is not sold or is sold as cut forest products the severance share shall be 20 percent of the severance tax schedule in effect under s. 77.06 (2).

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

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

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

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

severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bu).

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

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

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

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

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

28.11(11) WITHDRAWALS.

28.11(11)(a)1. The county board may by resolution adopted by not less than two-thirds of its membership make application to the department to withdraw lands entered under this section. The county board shall first refer the resolution to the county forestry committee, which shall consult with an authorized representative of the department in formulating its withdrawal proposal. The county board shall not take final action on the application until 90 days after referral of the application to the forestry committee or until the report of the forestry committee regarding the application has been filed with the board. The application shall include the land description, a statement of the reasons for withdrawal, and any restrictions or other conditions of use attached to the land proposed for withdrawal.

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

28.11(11)(a)3. If the department finds that the benefits after withdrawal of the lands described in the application under subd. 2. outweigh the benefits under continued entry of the lands and that

the lands will be put to a better and higher use, it shall make an order withdrawing the lands from entry; otherwise it shall deny the application.

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

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

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

- a. Approve the application for withdrawal if it finds the proposed use to be of a greater benefit considering all losses and benefits to the people of the state as a whole, as well as to the people of the county.
- b. Provisionally deny the application for withdrawal giving specific reasons why it finds the proposal deficient and making any suggestions for revising the application to reduce the conflict of the proposed use with the public interest.

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

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

28.11(11)(b) If the application is approved the county shall reimburse the state the amounts previously paid to the county pursuant to sub. (8) (b) which reimbursement shall be credited to the county forestry fund account; except that the department may waive all or part of such reimbursement if it finds that the lands are withdrawn for a higher public use or that the amount of such reimbursement is unreasonable when compared to the value of the land. If the department has waived any portion of such reimbursement and if at any subsequent time the land ceases to be used for the purpose designated in the application for withdrawal, the full amount of reimbursement due

the forestry fund account on the lands withdrawn shall immediately become due and payable to the department and shall be credited to the forestry fund account, unless the department finds and determines that the lands will continue to be put to another higher public use in which case payments of such reimbursement may be deferred by the department so long as the lands are devoted to a higher public use. If payment is not made prior to the time of the next forestry aid payment to the county, forestry aid payments in an amount to be determined by the department shall be withheld until the amount due the forestry fund account is reimbursed.

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

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

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

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

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

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

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

1005.2 COUNTY ORDINANCE

1005.2.1 County Forestry Ordinance Resolution 2-36

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, Wis Stats., 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, Wis Stats.; and

WHEREAS, under the provisions of Section 28.15, Wis Stats., 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 1: 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 2

The Environmental Services Committee of the County Board (Or list as governing committee?) and County Forest Administrator are hereby designated to administer the county forests and is the committee hereinafter referred to.

Section 3: Powers and Duties of the Environmental Services 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 percent (50%) of the acreage therein.

- 2) Certify to the County Clerk one (1) 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 (DNR?) in preparing a budget for county forest administration, capital and direct expenditures of forestry funds advanced by the Conservation Department (DNR?) under Subsection (5) of Section 59.98 of the Wis. Stats.: 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, county forests and appropriately post said boundaries.
- 5) Administer rules and regulations governing the recreational use of the county forests as hereinafter described.
- 6) Dispose of dead, unsound or inferior material cut in connection with forest improvement work as hereinafter prescribed.
- 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 Wis Stats.
- 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 4: 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 Chairperson of the County Board.

The sale of any descriptions of lands within the 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 crops law shall not be filed with the Conservation Committee 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 Chairperson of the committee without County Board action.

Section 5: 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 Chairperson of the Committee or its executive officer.

Section 6: 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 their guests shall have been convicted of violation of the state game laws or forest fire permit laws, or any provision of this ordinance. All permits issued for the erection and use of cabins shall contain clauses that the permittee shall remove any buildings erected by them 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 lumber, ties, poles, posts, pulpwood, 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 on 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 county 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, they shall bring suit to recover damages under Subsection (2) of Section 74.44 of the Wisconsin 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 the 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 them, together with a statement of action brought by them and the result of such action.

Section 7: Regulations in the Public Use of County Forests

The following regulations shall be in effect on all county-owned lands 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 provision 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 8: Amendment

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

Section 9:

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

Resolution 23-96 March 19, 1996

TITLE 12

PARKS AND NAVIGABLE WATERS

Chapter 1 Parks, Navigable Water and County Forests

Chapter 2 Large Public Gatherings

CHAPTER 1

Parks, Navigable Waters and County Forests

12.1.1 Parks Regulations

12.1.2 Adoption of State Statutes on Regulations of Boating

12.1.3 Campground Regulations

12.1.4 Forest Financing

12.1.5 County Forest Use Regulations

12.1.6 Firewood Sales

12.1.7 Activities on County Forest Lands During High Fire Danger

12.1.8 Trespass Prohibited In Wild River Area

Section 12.1.1 Park Regulations

(a) Purpose. In order to protect the parks, parkways, recreational facilities, and conservancy areas within Polk County from injury, damage or desecration, these regulations are enacted. The term "park" as hereinafter used in this chapter shall include all grounds, structures and watercourses which are or may be located within any area dedicated to the public use as a park, parkway, recreation facility, playground, beach, trail or conservancy area in the county.

(b) Definitions. For the purposes of this chapter:

- 1) "All-terrain vehicle" shall be defined pursuant to Sec. 340.01(2g), Wis. Stats.
- 2) "Campground" means any tract of land designated by the county exclusively for camping purposes.
- 3) "Camping" means the use of any shelter such as a tent, trailer, motor vehicle, tarpaulin, bed roll or sleeping bag for temporary residence or sleeping purposes
- 4) "Camping Party" means any individual, family, unorganized group, or juvenile group occupying a campsite
- 5) "Camping Unit" means a single shelter used for camping by a camping party, except those used exclusively for dining purposes.
- 6) "Campsite" means a portion of a campground which is designated for the use by a camping unit

- 7) Canoe Campground: means a campground along a waterways for use by persons traveling by water.
- 8) Closed Shelter: means any building or structure capable of being closed to public access and reserved for public or private group activities.
- 9) County Forest: means all lands owned or leased by the county that are managed under Chapter 28, Wis. Stats.
- 10) Department: means the Polk County Parks Department
- 11) Emergency: means a state of exigency which requires that immediate action be taken to protect life or property
- 12) Family: means a parent or parents with their unmarried children and not more than two (2) lineal relatives or two (2) guests
- 13) Group Campground: means a campground which is designated for use by organizational groups.
- 14) Juvenile Group: means a group composed of juvenile members of an established organization and under the leadership of at least one (1) competent, mature adult for each ten (10) juveniles in the group.
- 15) Off-Road Motorcycle: means a motor vehicle not more than forty-five (45) inches in overall width designed to travel on not more than two (2) wheels in contact with the ground transporting a maximum of two (2) people, having an unaltered US Forest Service approved spark-arrester muffler emitting a sound level not to exceed one hundred-two (102) decibels (dba) measured at a distance of twenty (20) inches from the exhaust outlet at an engine speed one-half (1/2) of red line. The microphone shall be at an angle of forty-five (45) degrees plus ten (10) degrees from the vertical plane through the exhaust system centerline.
- 16) Park: includes all lands and water heretofore and hereafter acquired by the county for park or recreational purposes and includes parks on county land managed under Chapter 28, Wis. Stats.
- 17) Person: includes any individual, firm, partnership, corporation, and association of persons, both singular and plural
- 18) Primitive Campground: means a campground or area with minimal or no improvements, where camping may be permitted, accessible by hiking or by watercraft.
- 19) Special Use Area and Wayside: includes all lands and waters, other than parks, heretofore and hereafter acquired by the county for special recreational or other purposes.
- 20) Unorganized Group: means a camping party composed of a group of five (5) or less persons who are seven (7) years of age or older.

(c) Specific Regulations

- 1) Littering Prohibited. No person shall litter, dump or deposit any rubbish, refuse, earth or other material in any park.
- 2) Sound Devices. No person shall operate or play any amplifying system unless specific authority is first obtained from the Department.
- 3) Bill Posting: No person shall post, paste, fasten, paint or attach any placard, bill, notice, sign or other natural object in any park, except park regulations and other signs authorized by the department.
- 4) Throwing Stone and Missiles Prohibited. No person shall throw stones or other missiles in or into any park.

- 5) Removal of Park Equipment Prohibited. No person shall remove benches, bleachers, seats, tables or other park equipment from any park.
- 6) Trapping. "Trapping" when used in this section includes the taking, or the attempting to take, any wild animal by means of setting of setting or operating any device, mechanism, or contraption that is designated, built or made to close upon, hold fast or otherwise capture a wild animal or animals; live traps on a person's property are excluded. The trapping of wild animals is hereby prohibited in county parks, unless posted as open to trapping.
- 7) Making of Fires. No person shall start, tend or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any park property.
- 8) Protection of Park Property.
 - a) No person shall kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any park, except as permitted by this chapter. No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, fountain, ornament, building, structure, apparatus, bench, table, official notice, sign, fence, or other property within any park.
 - b) No person shall deface, by throwing stone, pebbles, or other debris in any of the toilets, bubblers or other sanitary facilities located in any county park; or deface by drawing with crayon, chalk, paint, or anything else on any building or equipment at any county park; or deface the equipment by means of a sharp instrument.
- 9) Hunting. No person may hunt on park lands unless posted as open to hunting.
- 10) Vehicles. Except of authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle outside or areas specifically designated as parking areas or areas where the operations of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas except vehicles which have Parks Department authorization for shows, rides, or exhibits and then only for the purposes of loading and unloading.
- 11) Speed Limit. No person shall operate any vehicle in a county park in excess of fifteen (15) miles per hour unless otherwise posted.
- 12) Reckless Driving in Parks Prohibited. No Person shall operate a motor vehicle in a reckless manner in any of the public parks of the county.
- 13) Parking in Parks. No person shall park any motor vehicle in any park in the county except in a designated parking area.
- 14) Removing Tree Protectors. No person shall remove any device for the protection of trees or shrubs.
- 15) Fees and Charges. The Parks Department Governing Committee or Environmental Services Committee shall have the authority to establish such fees as deemed necessary for the use of any park facility, shelter or land area. It shall be unlawful to use such areas without payment of such fee or charge when required.

- 16) Fish Cleaning. Except in designated areas, cleaning of fish in shelters, toilet facilities or picnic areas is prohibited in all county parks.
- 17) Controlled Substances. Possessing, using or dispensing of a controlled substance in violation of the Uniform Controlled Substances Act is prohibited in all county parks.
- 18) Vendors Restricted. No person shall sell, vend or give away in any county part any article or merchandise whatever, without a written permit from the Parks Department.
- 19) Smoking. No person shall smoke or hold a lighted cigarette, cigar or pipe in any non-smoking area within any park, or in any other area in any park where notices prohibiting smoking are posted.
- 20) Hours. All parks, special use areas and waysides shall be open to the public throughout the year during the hours between 6 a.m. and 10 p.m. each day. No person may enter or be on such lands outside of those hours except for campers in or those who are in route to designated campgrounds or persons transporting watercraft to and from designated boat landings. For purposes of this Subsection, the time shall be computed under Section 175.09 and 175.095, Wis. Stats., whichever is applicable.
- 21) Fireworks, Rockets, Explosive Devices. It is unlawful for any person to possess, fire, discharge, explode or set off any squib, cracker or other explosive or pyrotechnic device containing powder or other combustible or explosive material within the boundaries of any park, wayside or special use areas, except by permission of the Department.
- 22) Firearms. It is unlawful for any person to have in his or her possession or under his or her control in any park, wayside or special use area any firearm or air gun as defined in Sec. 939.22(2), Wis. Stats., or any bow, crossbow or slingshot, unless it is unstrung and enclosed in a carrying case. This prohibition does not apply during the established state hunting seasons.
- 23) Pets. It is unlawful for any person to allow pet animals to enter any public building, bathing beach, picnic ground or playground within any park, wayside or special use area, or to allow them to run at large at any time in parks, waysides or special use areas, or otherwise contrary to posting. Subject to the conditions expressed such animals shall be permitted upon lands under the control of the Department, provided that they are kept on a leash no longer than eight (8) feet and under the owner's control at all times. Persons shall not allow their pet animals to deprive or disrupt the enjoyment or use of any area by other persons.
- 24) Horses. It is unlawful for any person to ride or possess a horse in any park, wayside or special use area except in designated places.
- 25) Boundary Buoy. It is unlawful to swim beyond, disturb, vandalize or damage a bathing beach boundary buoy, dam marker buoy or other markers or buoys in any swimming area, adjacent to any dam, or in any other such marked area in any park, wayside or special use area.
- 26) Trails. It shall be unlawful to:
 - a) Use trails at any time or for any purpose other those posted.
 - b) Snowmobiles: Ride snowmobiles on designated trails except between December 1st and March 31st when there is at least six (6) inches of snow.
 - c) Motorized Vehicles: Drive any motorized vehicles such as cars, trucks, or go-carts, on any trail at any time.

d) Off-Road Motorcycles: Drive any off-road motorcycle on a designated trail that does not meet the definition in this section.

27) Closed Areas. It is unlawful to enter on lands closed to public use. Notices establishing closure shall be posted in such locations as will reasonably bring them to the attention of the public.

(d) Enforcement. These regulations may be enforced by any authorized employee of the Department of any law enforcement officer.

12.1.2 Adoption of State Statutes on Regulation of Boating.

Secs. 30.50 through 30.80, Wis, Stats., as amended from time to time, exclusively of any provisions therein relating to the penalties to be imposed or the punishment for violation of said statutes, are hereby adopted and by reference made part of this section as if fully set forth herein. Any acts required to be performed or prohibited by the said statute incorporated herein by reference is required or prohibited by this section.

12.1.3 Campground Regulations

- a) Permitted Camping. During the camping season, camping shall be allowed only at designated campsites.
- b) Camping Limit. No person shall camp and no camping unit shall remain in a campground for a period in excess of fourteen (14) nights in succession. Thereafter, the camping unit must be removed from the property for at least one (1) night before the camping party is eligible to return.
- c) Campsite Occupancy. It is unlawful for more than one (1) camping party to occupy a single campsite, except that up to ten (10) members of a juvenile group may occupy a campsite, using any number of camping units, on properties which do not have a designated group campground area. Not more than one (1) recreational trailer, motor home, or pickup camper may occupy a campsite. Campsite occupancy is not required at any specific time during the registration period.
- d) Campsite Changes. No registered camping party shall move from its assigned campsite to another campsite in a designated campground without prior approval of the caretaker.
- e) Campsite Registration. Campers shall register with the park caretaker before setting up camp unless otherwise posted. Registration for a campsite must be made by a member of the camping party. One (1) person per campsite may register for a maximum of two (2) sites. Under no circumstances will refunds be granted.
- f) Camping Permit Expiration. All camping permits expire at 2 p.m. on the last day of the permit period.
- g) Camping Entry Hours. No camping party shall set up or take down its camping unit between the hours of 10 p.m. and the following 6 a.m. except with authorization of the department or in case of an emergency.
- h) Campsite Parking. It is unlawful to park any motor vehicle at any campsite except upon the gravel parking area therein provided, and no more than two (2) motor vehicles shall be permitted at any one (1) campsite including the camping unit if said is a motor vehicle.
- i) Campsite Use. Except the campground reservations available for some designated campsites, campsite use shall be on a first-come, first-served basis.
- j) Camping Violations. The violation of any law or county ordinance by any member of a camping party shall constitute cause for revocation of the camping permit for the campsite in question.

- k) Campground Hours. With the exception of registered campers, no person shall be allowed in campground areas between the hours of 10 p.m. and the following 6 a.m. except in case of an emergency.

Section 2: Penalties.

- a) General Penalty. Any person who shall violate any of the provision of this ordinance shall upon conviction of such violation, be subject to a penalty, which shall be as follows:
 - 1) First Offense – Penalty. Any person who shall violate any provision of this ordinance shall, upon conviction thereof, forfeit not less than twenty-five dollars (\$25.00) nor more than one-thousand dollars (\$1,000.00), together with the costs of prosecution and, in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding ninety (90) days.
 - 2) Second Offense – Penalty. Any person found guilty of violating any ordinance or part of an ordinance of this ordinance who shall previously have been convicted of a violation of the same ordinance within one year shall upon conviction thereof, forfeit not less than fifty dollars (\$50.00) nor more than one-thousand dollars (\$1,000) for each such offense, together with costs of prosecution and in default of payment of such forfeiture and costs shall be imprisoned in the county jail until such forfeiture and costs of prosecution are paid, not exceeding six (6) months.
- b) Continued Violations. Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this ordinance shall preclude the county from maintaining any appropriate action to prevent or remove a violation of any provision of this ordinance.
- c) Other Remedies. The county shall have any and all other remedies afforded by the Wisconsin Statutes in addition to the forfeitures and costs of prosecution above.

Section 3. Conflicts.

Any ordinance or portion thereof in conflict with the terms of this ordinance is hereby repealed to the extent of said conflict.

Section 4. Severability.

If any provision of this ordinance is invalid or unconstitutional or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

1005.2.2 County Forestry Ordinance (Resolution 23 (1985))

COUNTY FOREST TIMBER SALES

WHEREAS, Polk County has formed by resolution, a public County Forest as authorized under Section 28.10; and

WHEREAS, the townships now receive twenty cents per acre from the Department of Natural Resources based on the acreage of such land within each township under Section 28.11(8)(0); and

WHEREAS, the townships also now receive ten percent of the gross receipts from all timber sales on the County Forests, on the basis of acreage of such lands in the towns, under Section 28.11(9)(c); and

WHEREAS, part of the overall goal of the Polk County Forest Plan is to "provide a reasonable revenue to the towns in which such lands lie," and

WHEREAS, the Committee feels that in view of increasing land values, these townships with County Forest lands should be entitled to an increased share of the County's timber sale income;

NOW THEREFORE, BE IT RESOLVED that an additional twenty percent of the gross timber sale receipts from the Polk County Forest lands be paid annually by Polk County to the towns having County Forest lands within their boundaries on the basis of acreage of such land in such towns;

BE IT FURTHER RESOLVED that this thirty percent of gross timber sale receipts be paid annually based on timber sale contracts which have been terminated within the last calendar year; and

BE IT FURTHER RESOLVED that this payment of thirty percent begin in 1985 for the timber sale contracts terminated during the 1985 calendar year.

Approved as to form by Jerome A. Long, District Attorney.

Carl McCurdy

A. Stanley Anderson
Edward Gullickson

Moved by Sup. McCurdy and seconded by Sup. Kettula to adopt Res. 23. Moved by Sup. Bauerfield and seconded by Sup. McCurdy to amend Res. 23 in the last line of the resolution to read: BE IT FURTHER RESOLVED that this payment of thirty percent begin in 1985 for the timber sales contracts terminated during the 1985

1005.2.3 County Forest 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 County 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

Approved as to form:

Glynn Thorman
Attorney

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

Approved as to form:
Keith Jones, District Attorney

Resolution 44-87 developed an ordinance regulating activities on County Forest Lands. No activity by motorcycles is allowed on any County Forest Land. ATV/UTV's are only allowed on designated trails.

At the time this plan was written, ATV/UTV's are only allowed on the Sterling loop. This trail is open from June 1 to November 15. ATV/UTV's may be allowed with written permission from the forest administrator. In addition, ATV/UTV's may be used for emergency purposes.

For the complete Shoreland zoning ordinance please refer to:

<https://www.co.polk.wi.us/landinfoordinances>

A summary of the Shoreland Ordinance as it applies to Forestry Operations are outlined below.

Article 5. General Provisions

Areas to be Regulated - The shoreland area shall be considered as those lands within one thousand (1,000) feet of the OHWM of any navigable lake, pond, or flowage or 300 feet from a river or stream.

Article 7. Shoreland-Wetland District

Allowed Uses – Allowed uses within the Shoreland-Wetland Zoning District are specifically enumerated in this paragraph. The following uses enumerated shall be allowed, subject to the regulations of this ordinance and the applicable provisions of Federal, State and local laws. The following uses are allowed within the Shoreland-Wetland District:

1. Allowed- The following uses are allowed and do not need a permit, so long as the use involves no filling, flooding, draining, dredging, ditching, tiling, excavating or grading:

- (a) Hiking, fishing, trapping, hunting, swimming, boating and fish farming.
- (b) The harvesting of wild crops, such as marsh hay, ferns, moss, wild rice, berries, tree fruits and tree seeds, in a manner that is not injurious to the natural reproduction of such crops.
- (c) The pasturing of livestock and the construction and maintenance of fences.
- (d) The practice of silviculture, including the planting, thinning and harvesting of timber.
- (e) The cultivation of agricultural crops.
- (f) The construction and maintenance of duck blinds

2. The following uses do not require the issuance of a land use permit and may involve filling, flooding, draining, dredging, ditching, tiling or excavating to the extent specifically provided below:

- (a) Temporary water level stabilization measures, in the practice of silviculture, which are necessary to alleviate abnormally wet or dry conditions that would have an adverse impact on the conduct of silviculture activities if not corrected.
- (b) Dike and dam construction and ditching for the purpose of growing and harvesting cranberries.
- (c) Ditching, tiling, dredging, excavating or filling done to maintain or repair existing agricultural drainage systems only to the extent necessary to maintain the level of drainage required to continue the existing agricultural use.
- (d) The maintenance, repair, replacement and reconstruction of existing town and county highways and bridges

3. The issuance of a land use permit is required before the following uses may be commenced:

- (a) The construction and maintenance of roads which are necessary to conduct silvicultural activities or are necessary for agricultural cultivation provided that:
 - (1) The road cannot, as a practical matter, be located outside the wetland; and,
 - (2) The road is designed and constructed to minimize the adverse impact upon the natural functions of the wetland and meets the following standards:
 - (A) The road is designed and constructed as a single lane roadway with only such depth and width as is necessary to accommodate the machinery required to conduct agricultural and silvicultural activities; and,
 - (B) Road construction activities are carried out in the immediate area of the roadbed only; and,
 - (C) Any filling, flooding, draining, dredging, ditching, tiling or excavating that is done is necessary for the construction or maintenance of the road.

Article 12. Shoreland Protection Area

The shoreland protection area of all lots shall conform to Admin Code NR115.05 (1)(c) regarding vegetation removal to protect natural scenic beauty, fish and wildlife habitat, and water quality. Developed lots can be maintained in their present condition without removal of trees and shrubs within the shoreland protection area. 9. Commercial timber harvest is allowed and exempt from permit requirements of Article 12.A-B, if one or both of the following conditions is satisfied:

- (a) Such activity complies with appropriate practices specified in Wisconsin’s *Forestry Best Management Practices for Water Quality* published by the Department of Natural Resources or a plan approved by the Environmental Services Committee.
- (b) Such activities are conducted on public lands and conform to Federal, State, and County management plans. Respective master plans are deemed to meet the intent of this Ordinance by established riparian protection standards through aesthetic management zones and appropriate management practices to maintain water quality and wildlife habitat.

Article 16. Filling, Grading, and Ditching

Filling, grading, lagooning, dredging, ditching, or excavating which does not require a permit may be allowed in the Shoreland District Area provided that:

- 1. Such activities are implemented in a manner designed to minimize erosion, sedimentation, and impairment of fish and wildlife habitat.
- 2. All applicable federal, state, and local permits are obtained.
- 3. An erosion control plan shall be required and reviewed by the Land Information Department.
- B. Except as provided in Article 16.A, a filling and grading plan and permit is required before filling or grading of any area which is within 300 feet of the ordinary high water mark of navigable water and which has surface drainage toward the water and on which such activities will occur:
 - 1. On areas having slopes of 20% or more.
 - 2. Areas of 1,000 square feet or more on slopes of 12% to 20%.
 - 3. Areas of 2,000 square feet or more on slopes of 12% or less.
 - 4. A landscaping permit may be required for any disturbance under the thresholds listed in 1-3 above.

1005.2.5 Tax Deed Sale Ordinance

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Ordinance No. 53-18
Acquisition and Sale of Tax Deeded Lands

TO THE HONORABLE CHAIRPERSON AND SUPERVISORS OF THE COUNTY BOARD OF
THE COUNTY OF POLK:

Ladies and Gentlemen:

NOW, THEREFORE, BE IT ORDAINED that, pursuant to Sections 75.35, 75.521 and 75.69,
Wisconsin Statutes, the Polk County Board of Supervisors repeals Ordinance Nos. 01-92; 3-96; and
1-12, and enacts this ordinance for the concerning the acquisition and sale of tax delinquent
properties, as follows:

- 1. Title: This ordinance may be cited as the Acquisition and Sale of Tax Delinquent Properties.
- 2. Purpose:
 - a. This ordinance is enacted to establish procedures for the acquisition of tax delinquent properties by the foreclosure of tax liens as provided for pursuant to Section 75.521, Wisconsin Statutes. This ordinance is also enacted to provide for procedures for the sale of tax deeded lands and create penalties for the failure to pay real property taxes in a timely manner.
 - b. The Treasurer and the committee shall acquire and dispose of tax deeded lands so as to realize as much tax revenue as circumstances may permit, and without speculation as to the future sale value of such lands.
- 3. Definitions:
 - a. "Certified Appraiser" means a certified appraiser as defined in Section 458.01(7), Wisconsin Statutes.
 - b. "Clerk" means the Polk County Clerk.
 - c. "Committee" means the Environmental Services Committee.
 - d. "Director" means the Polk County Parks, Forestry, Building and Solid Waste Director.
 - e. "Former owner" means the person, persons or business entity last holding title to lands which the County has taken by tax deed and includes the heirs and personal representatives of the estate of any such person or entity.
 - f. "Tax deeded lands" means lands which have been acquired by Polk County through enforcement of the collection of delinquent taxes by tax deed, foreclosure of tax certificates, deed in lieu of tax deed, or other real estate tax collection means.
 - g. "Treasurer" means the Polk County Treasurer.
- 4. Duties and Responsibilities:
 - a. The Treasurer shall administer this ordinance in accordance with its provisions.
 - b. The Committee shall oversee the administration of this ordinance. The Committee is empowered to authorize and direct the sale of tax deed lands in accordance with

- 49 Section 75.69. The Committee is empowered to determine the appraised value of tax
50 deed lands and to retain a certified appraiser to set appraised value of tax deed lands.
51 c. The Director shall manage tax deed lands acquired by the County. The Director is
52 empowered to conduct the sale of tax deed lands as authorized and approved by the
53 Committee.
54
- 55 5. Procedures For Sale:
- 56
- 57 a. No tax deeded lands shall be offered for sale unless the procedures of this ordinance
58 shall have been complied with. All costs and fees for professional services incurred
59 by the County in the appraisal or sale of tax deeded lands shall be paid out of the tax
60 deed expense account.
61
- 62 6. Preferences to Former Owners:
- 63
- 64 a. The treasurer is authorized to sell tax deeded lands to the former owner who had lost
65 title to real property through delinquent tax collection enforcement procedures, or
66 his or her heirs, pursuant to the authority provided in Section 75.35(3), Wisconsin
67 Statutes. In so doing, the treasurer may, at the discretion of the treasurer, give such
68 former owner preference over others in the purchase of said lands.
69
- 70 b. Under the preference provided in this paragraph, any former owner(s) or his or her
71 heir(s) who has lost his or her title to land through delinquent tax collection
72 enforcement procedure shall have the right to purchase such land back from the
73 County as authorized in Section 75.35(3), Wisconsin Statutes. The preference to
74 former owner shall in no manner create any right of first refusal in any former
75 owner. Failure to give notice to the proper party as former owner shall not create a
76 right in any person or persons to redeem tax deeded lands.
77
- 78 c. Any sale made to a former owner pursuant to this section shall be exempt from the
79 operation of Section 75.69, Stats., but no such sale shall be approved by and
80 authorized by the Committee, unless the former owners pay to the County all the
81 delinquent taxes which were the basis for the taking of tax deed, plus interest, and
82 any penalties established by law and all taxes owing to a taxing jurisdiction for
83 special assessment, as defined in Section 75.36(1) Wisconsin Statutes, a pro rate
84 share of the costs of the tax collection enforcement proceedings plus an additional
85 sum of 3% of all the aforementioned amounts or \$100, whichever is greater.
86
- 87 d. The former owner(s) or his or her heir(s) shall pay the taxes for the year in which the
88 purchase from the County took place or the amount the taxes would have been in said
89 year had the County not taken tax deed to the property.
90
- 91 e. Lapse of Preference: Any former owner(s) or his or her heir(s) who have lost title to
92 property through the delinquent tax collection enforcement procedure shall have 45
93 days from the date that the court enters judgment that assigns title to the County to
94 exercise their right under this ordinance. If those rights are not exercised within such
95 specified time, they shall be forever lost.

Ordinance No. 53-18
Acquisition and Sale of Tax Deeded Lands

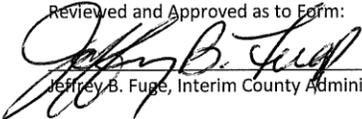
Fiscal Note: Enactment of this ordinance presents minimal fiscal impact.

Legal Note: Enactment of this ordinance presents no legal impact. This ordinance updates three ordinances concerning acquisition and sale of tax deeded lands.

Signed and sponsored by:

BY: _____ Brad Olson, Supervisor, District #1	_____
_____	James Edgell, Supervisor, District #8
Doug Route, Supervisor, District #2	_____
_____	Kim O'Connell, Supervisor, District #9
Dean Johansen, Chair, Supervisor, District #3,	_____
_____	Larry Jepsen, Supervisor, District # 10
Chris Nelson, Supervisor, District #4	_____
_____	Jay Luke, 1 st Vice Chair, Supervisor, District #11
Tracy LaBlanc, Supervisor, District #5	_____
<i>BSM Masters 7/6/18</i>	Michael Larsen, Supervisor, District #12
Brian Masters, Supervisor, District #6	_____
_____	Russell Arcand, Supervisor, District #13
Michael Prichard, Supervisor, District #7	_____
_____	John Bonneprise, 2 nd Vice Chair Supervisor, District #14
_____	_____
_____	Joe DeMulling, Supervisor, District #15

Reviewed and Approved as to Form:


Jeffrey B. Fuge, Interim County Administrator/Corporation Counsel

At its regular business meeting on the 16 day of Oct, 2018, the Polk County Board of Supervisors enacted Ordinance No. 53-18: Acquisition and Sale of Tax Deeded Lands, as follows:

- Adopted by majority voice vote
- Adopted by simple majority of the board of supervisors by a vote of _____ in favor and _____ against.
- Defeated: _____
- Other: _____

SIGNED BY: _____

Dean Johansen, County Board Chairperson

Attest: _____

1005.3 ATV/UTV SUSTAINABLE TRAIL GUIDANCE

Presented September 29, 2016

WCFA ATV/UTV Sustainable Trail Guidance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Construction/Rehabilitation Standards by Soil Type

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

When applying surface material consider the following options:

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

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

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

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

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

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

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

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

Trail Types

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

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

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

TIMBER SALE HISTORY

1010.1 ANNUAL GROSS TIMBER SALE RECEIPTS

Polk County Forest Historical Timber Sale Receipts*

<u>Year</u>	<u>Gross Receipts</u>	<u>Year</u>	<u>Gross Receipts</u>
1996	\$80,720.00	2008	\$687,658.54
1997	\$78,154.00	2009	\$90,920.25
1998	\$90,260.00	2010	\$38,650.68
1999	\$129,782.00	2011	\$201,368.93
2000	\$151,854.00	2012	\$510,197.25
2001	\$124,481.00	2013	\$115,112.96
2002	\$175,139.00	2014	\$225,489.50
2003	\$275,856.00	2015	\$146,115.03
2004	\$482,257.00	2016	\$148,309.36
2005	\$180,011.35	2017	\$150,124.80
2006	\$137,241.57	2018	\$184,592.18
2007	\$523,855.88	2019	\$279,439.01

*Based upon closed sales sent to the Wisconsin DNR.

1015 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

1015.1 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. **XXX**

THIS CONTRACT IS ENTERED INTO by and between **Polk County Forestry** (Seller) XXX(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 **INSERT EXPIRATION DATE**, 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: _____

4. 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.

5. 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 **Insert 15% of total bid amount**, in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser no later than **Insert due date** 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.

6. 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.

1. 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/softwoods
- 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 *"Wisconsin's Forestry Best Management Practices for Water Quality"* published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required.
 - (2) The purchaser shall comply with all recommended Forestry BMPs for Invasive Species as described in *"Wisconsin's Forestry Best Management Practices for Invasive Species"* published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09, unless specifically provided otherwise below. 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 *"Wisconsin's Forestland Woody Biomass Harvesting Guidelines"* published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise

below. 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.

Table 1. 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>

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) Sale map
 - (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 \$1,000,000.00
- 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.

29. INSPECTION.

The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.

- 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® NSF-SFI-FM-1Y943 SFI 100%. 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.

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.

35. Governing Law, Jurisdiction and Venue: This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction, which would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Polk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

SELLER: Polk County Forest

Date: _____

BY: _____

Polk County Forest Administrator

Date: _____

BY: _____

Polk County Administrator

PURCHASER: XXX

Date: _____

BY: _____

1015.1.2 TIMBER SALE CONTRACT LUMP SUM SALE

Polk County Forest

TIMBER SALES CONTRACT - LUMP SUMSALE

100 Polk County Plaza Suite 40

PAYMENT SCHEDULE

Balsam Lake, WI 54810

Contract Number: **XXX**

The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with this payment schedule, and contract, and to comply with all conditions on this payment schedule. Payment shall be in the form acceptable to the Seller and shall be made in advance of removal of timber from the sale area unless otherwise specifically authorized by the Department representative administering the sale. Payment Schedule: **TWO PAYMENTS: \$XXX due before or at start of harvest and \$XXX due mid-way through the harvest to stay ahead of value of wood cut from sale (determined by County Forest Administrator). If payments are not made on time, operations will be suspended.**

		MBF	\$
		Tons	\$
		Tons	\$
		Tons	\$
		Total	\$

1. Volume to be cut is estimated but not guaranteed. If the volume of timber exceeds the estimate, as a whole or by species, the Purchaser has the obligation to cut and remove it. If there is less timber than estimated, there is no obligation to the Seller to make up the deficiency. The timber designated or marked will not be changed to increase the cut to the estimate.
2. No portion of the stumpage payment will be returned to the Purchaser after award and signing of the Contract.
3. Forest products and stumpage remaining on the sale area at expiration of the Contract revert to ownership of the Seller.
4. Hauling on the same day from both this sale and a scaled timber sale located on land owned by the Seller, without authorization from the Seller, will be considered a breach and repudiation of this Contract by the Purchaser.
5. Other conditions (if none, write NONE): *If payments need to be broken into smaller payment blocks, that can be arranged with the Polk County Forest Administrator. Arrangements MUST be made prior to any harvesting activities.*

1015.1.3 TIMBER SALE CONTRACT SCALRED SALE

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

**TIMBER SALES CONTRACT
 PULPWOOD MILL SCALE
 PAYMENT SCHEDULE**

Contract No: **XXX**

The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with this payment schedule, and contract, and comply with all conditions on this payment schedule. Payment shall be in the form acceptable to the Seller and shall be made in advance of removal of timber from the sale area unless otherwise specifically authorized by the Department representative administering the sale. A Payment Schedule **X** **PAYMENTS:XXXX due before or at start of harvest, XXX due one third of the way and XXX due two thirds of the way through the harvest to stay ahead of value of wood cut from sale (determined by County Forest Administrator). If payments are not made on time, operations will be suspended.**

		Tons	\$.00
		Tons	\$.00
		Total	\$

1. Ticket books shall be issued when the Contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the Contract.
2. Lock boxes shall be placed on the premises by the Seller.
3. The Purchaser shall provide the Seller with a list of all destinations of timber to be removed from the premises prior to hauling to the destination. Changes in timber destination shall be reported before hauling to the new destination.
4. The Purchaser agrees to request from the mill that the second portion of the haul permit be returned to the Seller by the mill unless other arrangements are made with the Seller. Further, the Purchaser shall notify the Seller if the mill refuses to provide the second portion of the haul permit to the Seller.
5. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lock box.
6. Failure to deposit tickets in the lock box each time a load of cut timber leaves the sale area shall be considered a breach of Contract. Purchaser agrees to pay double the mill rate, as liquidated damages, for such removed timber.
7. Tickets are issued for the Contract specified on the cover of the ticket book and shall not be used for any other Contract.
8. When transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the ticket applicable to the load.
9. A list of all truckers that will be hauling timber from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
10. The Seller may check scale and scale tickets at any time.
11. Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the timber is scaled and attached to a duplicate copy of the scale slip and then immediately returned to the Seller.
12. Rail Car Shipment to a Mill: The appropriate portion of the ticket shall be attached to the bill of lading for the car. At the mill, the ticket shall be attached to a copy of the scale slip, then immediately returned to the Seller.
13. Other conditions (if none, write NONE): **Hand scale at the landing may be conducted at any time by the Seller at the Seller's discretion.**

1015.1.4 **TIMBER SALE PRESALE MEETING FORM**

Timber Sale Handbook

State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921, Madison WI 53707-7921
 dnr.wi.gov

Timber Sale Contractor Checklist
Pre-Sale Meeting
 Form 2460-009 (R 4/14)

Date: _____

Sale #: _____

Contractor: _____

On Site Forester: _____

Phone#: _____

Phone#: _____

Check all items discussed or covered during the pre-startup meeting. Put N/A (not applicable) to items that do not apply.

Checked Item	Timber Sale Issue	Comments / Decisions made
	1. Review sale area to discuss treatment types and how delineated in field	
	2. Plan of operation and progression of work. Equipment to be used. Start/completion dates.	
	3. Location of roads, landings, and stream / wetland crossings	
	4. Specifications of roads, landings, and stream / wetland crossings	
	5. Appropriate permits obtained (e.g. stream crossing, highway access, etc.)	
	6. BMP issues	
	7. Aesthetic concerns and requirements	
	8. Residual timber damage and rutting	
	9. Utilization standards	
	10. Slash & stump height requirements	
	11. Scaling system (e.g. Haul tickets, woods scale, lump sum). Placement of ticket box. Schedule of log scaling	
	12. Wood conversion factors	
	13. Log and bolt specifications	

8-11-14

A-23

HB2461.A23

Timber Sale Handbook

	14. Decking and sorting requirements	
	15. Designated contractor contact and phone number(s).	
	16. Currency of insurance certificates and LOC.	
	17. Payment provisions (e.g. advanced payment, interest charges, deferred payment time frames)	
	18. Gate maintenance, repair & closure. Issuance and return of keys	
	19. Spill prevention & control including trash cleanup. An appropriate spill containment & clean-up kit shall be maintained by the contractor at site per WI BMPs for Water Quality field manual.	
	20. Seasonal restrictions	
	21. Special conditions and/or restrictions	
	22. Removal and treatment of non-merchantable timber	
	23. Site preparation requirements	
	24. Sale closeout requirements – (roads, landings, culverts, slash disposal, etc.)	
	25. Contract expiration / extension policy	
	26. Protection of resources (endangered resources, survey markers, property lines, etc.	
	27. Training certificate on file.	
	28. Mill destinations and return of mill scale tickets	
	29. Fire suppression contingencies	

Additional comments: _____

 DNR / County Representative signature

 Contractor Representative signature

Date: _____
 8-11-14

Date: _____

1015.2 TIMBER SALE EXTENSION / RENEWAL POLICY *

Also refer to chapter 500 (505.8.3).

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 without stumpage price increase. 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 x bid value, second increase = 1.15x 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 x total bid value, second increase = 1.15 x 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 _____, which shall constitute a months 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.

**SAMPLE CONTRACT EXTENSION FORM
TIMBER SALE CONTRACT AMENDMENT**

NAME OF PROPERTY: Polk County Forest

CONTRACT NUMBER:

ORIGINAL DATE:

This contract amendment is made by and between the Polk County Forest and XXX Logger.

This contract is hereby amended as follows:

This contract is extended by and between the Polk County Forest and the Purchaser, pursuant to Condition 3a, to apply in full force and subject to the same conditions until June 30, 2023, which shall constitute a one year extension with a 5% stumpage increase. The amended rates are as follows:

Species	Product	Volume/unit	Original Bid Price	New Price	Value after Increase
				New Total	\$

Condition A on the Payment Schedule Attachment will be increase by 5% accordingly.

This contract is extended by mutual agreement.

All other terms and conditions of this contract, not hereby amended shall remain in full force and effect.

Seller: Polk County Forestry Department

Purchaser:

By _____

By _____

Date _____

Date _____

1015.3 FIREWOOD PERMIT

POLK COUNTY FOREST FIREWOOD PERMIT

Permit # _____

Permit Begins _____

Permit Location (circle one):

County Forest in Sterling Township
Expires April 1st 2021

County Forest in all other townships
Permit Expires December 31st

THIS PERMIT IS VALID FOR __ CORDS

\$8 per standard cord (standard cord = 4'x4'x8'=128 cubic feet). 4 cord min and 10 cord max. 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 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: No cutting decked 8foot decked wood**
I have read, understand, and agree to the above conditions:

Signature of permittee _____ Date: _____

Approved by: _____ Date: _____



pcforestry

1015.4 PRIVATE ACCESS – LAND USE PERMIT

ACCESS PERMIT

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.

Legal Description (See attached map)

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

The Permittee shall pay the Owner _____ Dollars (\$____). This access permit may be extended on the same terms and conditions upon mutual agreement of the Owner and the Permittee.

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

1. Prior to this permit taking effect, the Permittee shall submit for approval to the Owner a plan describing any construction and maintenance of the above described property. No deviations from this plan will be allowed without the prior written approval of the Owner.
2. Access way improvements and upgrading must be approved in advance and will be supervised by the Polk County Forest Administrator. Prior notification of not less than ten (10) working days is required before work starts.
3. If the owner determines that further use of the above-described property by the permittee is not in the best interest of the Owner, for whatever reason or interferes with present or future management objectives of the Owner, the owner reserves the right to cancel this permit by sixty (60) days written notice to the Permittee by the Owner.
4. This permit is non-transferable.
5. The access way width is to be no greater than one rod (16.5 feet)
6. No cutting or trimming of trees shall be done without the prior written approval of the Owner. All wood cut is the property of Polk County.
7. Any wood products approved for cutting will be cut and piled by species and all wood in 100” lengths cut to a 4 inch top diameter.
8. Present and future forest management, timber sales, timber stand improvement, reforestation or other forest or recreational activity shall be of high priority of the Owner and in no way should be hindered by this permit.
9. All stumps, slash, waste material and other debris resulting from the permitted land use shall be disposed of by the Permittee as directed by the Owner.
10. The Permittee shall maintain the area under this permit in a safe and environmentally sound condition at all times, causing no obstruction to free and uninhibited use by the public. No gates, signs, or other articles of the permittee will be allowed on the Owner’s land.

1015.5 LAND USE AGREEMENT UTILITY ROW PERMIT

POLK COUNTY FOREST

100 Polk County Plaza, Suite 40, Balsam Lake, WI 54810
(715) 485-9265 FAX# (715) 485-9246

LAND USE AGREEMENT Utility ROW

This Agreement made the _____, by and between Polk County, Wisconsin, Licensor, and -
XXXX 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,
100 Polk County Plaza suite 40
Balsam Lake, WI 54810
_____ Date: _____

Chairman,
Polk County Environmental Services

_____ Date: _____

Witness

Accepted by:
XXXXXXX
XXXXXXXXXXXX
_____ Date: _____

Licensee

_____ Date: _____

Witness:

1015.6 CAMPING POLICY / PERMIT

Also Refer to Chapter 900 (935.1.1). for the policy regarding camping on the Polk County Forest. Camping at Apple River is allowed by self-pay and self-registration.

1015.7 TREE STAND POLICY

See also chapter 900 (930.1)

It is illegal to build or use a ground blind or any elevated device unless it does not damage the tree and is completely removed from the property each day up to one hour following the close of shooting hours. However, overnight placement is allowed during certain times of the year under the following requirements: no more than two portable devices per hunter may be left overnight on Polk County Forest lands from Sept. 1 - Jan. 31, 2020. All portable devices must be removed no later than Jan. 31.

–Note: blinds used for waterfowl hunting do not need to be removed daily.

– Placement of deer blinds/stands on public land does not restrict others from using the blind/stand or hunting the public land where the blind/stand is located.

It is illegal to leave a tree stand or ground blind unoccupied unless the owner's DNR customer ID number or name and address has been attached in a manner that is visible and legible to a person on the ground or near the entrance of the ground blind; Exception: ground blinds constructed entirely of dead vegetation found on the property do not need to be removed at the end of each day, do not need to display blaze orange/ pink and do not need to have the hunter's name and address displayed.

1015.8 CHRISTMAS TREE PERMIT

POLK COUNTY FOREST CRISTMAS TREE PERMIT

Permit # _____

Permit Begins _____

Permit Location (circle one):

County Forest in TWP _____ RANGE W SECTION _____

THIS PERMIT IS VALID FOR__ Trees

*\$2 PER TREE WITH A MAXIMUM OF TWO TREES PER FAMILY

Name: _____

Address: _____

Phone Number: _____

Vehicle: Make_ _____ Model _____ License Plate# _____

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

1. This permit is valid in non-plantation areas of the forest.
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.
4. 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.
5. The permittee must be a Polk County resident or land owner, and must be present when cutting occurs.
6. The Christmas tree removed under authority of this permit must be used by the permittee and may not be sold.
7. Trees harvested cannot exceed 12 feet
8. The permit must be present when cutting.
9. 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.

10. Notes:

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

Signature of permittee _____ Date: _____

Approved by: _____ Date: _____



1015.9 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 Structure 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 maintenance issues are being addresses: 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 conform that the above mentioned conditions are being upheld. Significant weather events such as heavy rainfall may require more recurrent monitoring as well.

1015.10 TREE PLANTING CONTRACT

(Year) 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
Address
City, State Zip
(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 .00per 1,000. (00.00 per acre)Payment of \$0000 addition/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 un-acceptable).
- 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 any time, 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 **2-0 Jack Pine** containerized.

The Contractor will supply a bilingual 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.

Governing Law, Jurisdiction and Venue: This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction, which would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Polk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

Signed:

_____ Date: _____

Polk County Forest Administrator

Polk County Forestry Department

100 Polk County Plaza, Ste 40

Balsam Lake, WI 54810

_____ Date: _____

Somebody

Address

City, State, zip

1015.11 SITE PREPARATION CONTRACT

**CONTRACT
SITE PREPARATION BY POWER DISC TRENCHER**

This agreement made and entered into this ____ day of _____, 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 **101** 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 **000** 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 **\$1,000.00** 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.

Governing Law, Jurisdiction and Venue: This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction, which would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Polk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

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 the signed contract date through December 20, 2018 or until the ground is frozen, whichever comes first.. 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.

1015.12 BIRCH POLICY

Polk County Forest does not allow the harvest of any form of birch outside of a timber or firewood permit. Birch seedlings saplings, shrubs, whole tree chips, boughs, logs, piling posts, poles, cordwood products, pulpwood, fuelwood are considered "raw forest products" and harvesting birch products are subject to penalties under 26.03(1m)&(1r) and 26.05

1015.13 GINSENG POLICY

Polk County Forest does not allow the harvest of wild ginseng on the County forest.

1015.14 KARNER BLUE BUTTERFLY SURVEY FORM

Wisconsin Karner Blue Butterfly Habitat Conservation Plan Survey Report Form Lupine Presence/Absence

Enter year of survey _____

Purpose

Wild lupine is the obligate host plant for the federally endangered Karner blue butterfly. The purpose of the Lupine presence/absence survey is to determine if sufficient lupine is present on the site to support Karners, and if present, to map its location. Lupine presence/absence surveys are also used to document nectar plant abundance.

General Instructions

Report on this form results of lupine presence/absence surveys and restoration assessment following construction projects conducted by HCP Partners and their agents. Collecting complete and accurate data will minimize potential project delays. Surveys are valid for 5 years for that particular site, and July 31st is the last day to survey. If it is a drought year, the last day to survey may be earlier. This information will be posted on the KBB website and communicated by the HCP coordinator.

Submit a copy of your completed surveys via email to Rebecca.Roth@wisconsin.gov, or by mail to:

HCP Coordinator
101 S. Webster St.
Madison, WI 53703

Keep a copy of this completed form for your records! Contact Karner blue Habitat Conservation Plan program staff at the Wisconsin Department of Natural Resources if you have any questions, or refer to the KBB website for current monitoring protocols.

Partner & Surveyor Information

Date of survey: _____

Partner Name: _____

Landowner (if different than partner): _____

Surveyor(s) (Last name, First name): _____

Have you completed the online survey training provided by the WI DNR? Yes No

If yes, what is the most recent year you took the training: _____ (certification is valid for 5 years)

Did you attend the optional field day held by HCP staff with WDNR? Yes No

Are you using this form for (check one):

- Pre-management
- Post-management
- On-going management
- Post-construction assessment
- Site assessment
- Other: _____

Site Location & Description

Complete all site identification information that applies:

County: _____ Partner site code: _____

Site/project name or comp/stand (or other descriptive name):
habitat)

Management strategy type (check one):

- Shifting mosaic (forestry/short term
- Barrens, prairie, or savanna
- Right-of-way
- Post-construction restoration assessment

Legal description: Township _____ Range _____ Section _____

Site size (acres): _____

**GPS Coordinates: Lat: _____ Long: _____

** Provide the coordinates for the approximate center of the site. If you are unable to provide GPS coordinates, please provide T-R-S information.

Date of last management activity (on this site): _____ Date of last survey (on this site): _____

1. Lupine survey method (check one):

transects covering entire site transects covering portion of site random walk

2. Is lupine present on the site?:

Yes Continue.

No *If this survey is for pre-management, stop here. If this survey is not for pre-management, complete the rest of this survey.*

3. Is the lupine density at least 50 lupine plants/acre, or 25 lupine plants/200 meters for linear (e.g. right-of-way) sites?

Yes *Lupine is sufficient to support Karners. Complete the rest of this survey and a Karner presence/absence survey for this site.*

No *If this survey is for pre-management, stop here. If this survey is not for pre-management, complete the rest of this survey.*

4. If sufficient lupine is present to support Karners, estimate approximate sizes (in acres) of the following:

Lupine area: _____ Nectar plant area: _____

5. Distribution pattern of lupine (circle one): **1 2 3 4**

(scattered patches) (uniform throughout)

6. Number of plants or clumps of lupine (check one): 10's 100's 1,000's 10,000+

7. Relative abundance of lupine (check one): Dominant, abundant Locally abundant, frequently encountered

Infrequent, occasional Rare, very few plants seen

Habitat Observations

8. Negative factors:

___ Mildew on lupine Barren soil or little vegetative response
___ Other disturbances (e.g. ATVs) Encroaching trees or shrubs
___ Browsing Agricultural sprays or other chemicals
___ Competing with other vegetation (e.g. bracken, sedges, shrubs, etc)
___ Exotic/Invasive plants (indicate species and severity)

Nectar Plant Abundance

This section is **required** for mitigation projects, short-term habitat replacement for major construction projects, and any project requiring a Habitat Replacement Plan. These projects need nectar plant abundance for both 1st and 2nd flight periods. This section is recommended for others. You may fill out this information on the Karner presence/absence form.

9. General availability of nectar plants during 1st flight period: Abundant - (50% or more coverage of nectar area)

(First flight periods are generally late May- June.)

Common - (25-50% coverage)

Scarce - (<25% coverage)

10. General availability of nectar plants during 2nd flight period: Abundant - (50% or more coverage of nectar area)

(Second flight periods are generally mid-July-mid-August.)

Common - (25-50% coverage)

Scarce - (<25% coverage)

Nectar plants (fill in observed species below)	1 st flight period (common, scarce, or abundant)	2 nd flight period (common, scarce, or abundant)

Post-Construction or Restoration Projects

12. For restoration following construction, reference your approved Habitat Replacement Plan (in site location section) or ATTACH A COPY OF THE SEED MIX USED. In order to be considered successful, sites should not have large gaps in vegetation, and when applicable, contain abundant first and second flight nectar species. For measures of success, refer to Construction Guidelines and associated protocols or your approved restoration plan. For a complete list of 1st and 2nd flight nectar species, refer to HCP webpage or contact the HCP Program.

Date of seeding: _____

Density of established wild lupine: _____

Percentage of mitigation area vegetated: _____

Are there large gaps in vegetation? _____

Is wild lupine established? _____ Are native grasses established? _____

Additional Comments and Concerns (attach additional pages if necessary)

13.

Site Map

14. Mapping Options:

OPTION 1. Use the DNR’s location finder tool to create a map

- a. http://dnrmaps.wi.gov/H5/?viewer=Location_Finder
- b. Accept the Terms and Conditions
- c. Zoom to the survey area. Use the “Search By” tool to zoom to an area by coordinates, city name, town-range section, etc.
- d. Hit the “Get lat/long” button and click on the map where Karners or lupine are found. Numbered markers with the coordinates will be appear for each location you click on the map. You can delete and edit these markers by clicking on the 3 dots to the right of each coordinate.
- e. Once you are done, hit “Print”. Change the output to “Pdf”, change the map scale to 1:3960, add a title, and indicate in the notes what your markers represent. To reposition the print area zoom in/out or pan to over and then hit “print” again at the top of the webpage.
- f. Hit “Print” below the notes section and then “Open File” to view and download your map.
- g. **Save a copy of the PDF map.** Attach map to this survey form
- d. Attach map to this survey form.

OPTION 2. Photo copy a USGS topo map, or print a satellite or aerial photo with hand-drawn locations (perhaps this is the map that was brought into the field for the survey).

- a. Make sure that road names, town-range-section information is included and legible
- b. Zoomed to 24,000m at minimum and 2,000m at maximum
- c. Indicate on map the karner and lupine observations (discretely hand-drawn patches or points) with coordinates
- d. Attach map to this survey form.

1020 FACILITIES AND REPORTS

1020.1 RECREATIONAL INVENTORY

Also see the Polk County Outdoor Recreation Plan at: <https://www.co.polk.wi.us/index.asp>

- Apple River Campground 15 sites, picnic shelter, playground equipment
- Ice Age Trail 6.5 miles
- Hunter Walking Trail 3 miles
- Co-op Snowmobile Trails 16 miles
- ATV trails 6 miles
- Co-op Equestrian Trails
- 10 parking areas
- One walk in boat launch at Mackie Lake
- 1 Cross Country Ski Trail/ Snowshoe trail 3 miles

1020.2 STATEMENT OF COUNTY FOREST LOAN

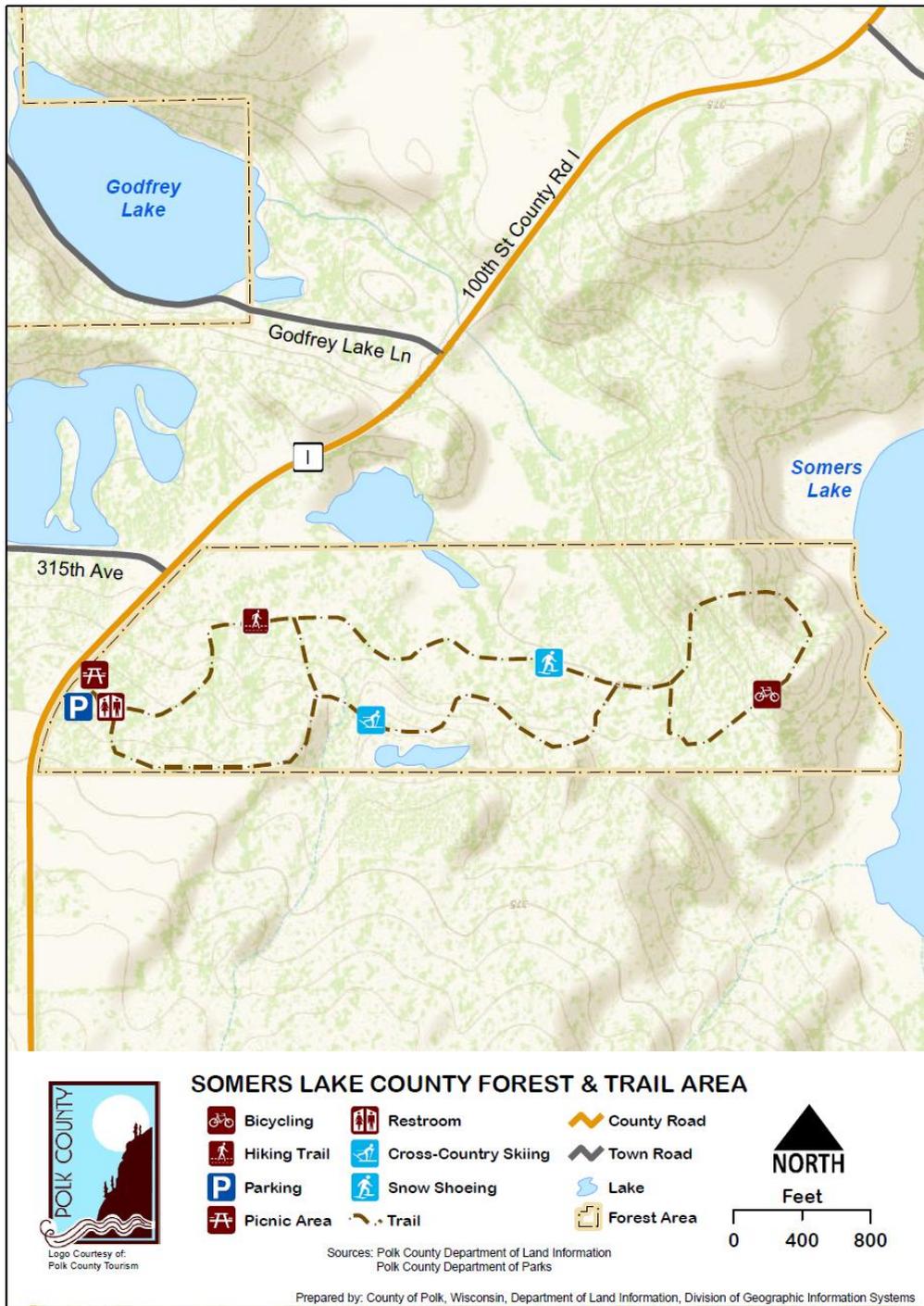
The County Forest loan is available to Polk County through the Knowles Nelson Stewardship Program and the variable acreage share loan. Annually the forestry department obtains the variable acreage loan of \$.50/ per acre. Both loans are paid back by collecting 20% of timber sale revenues.

1025 MISCELLANEOUS MAPS AND BROCHURES

These maps can also be found on the Recreational Viewer at:

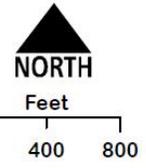
<https://polkcowi.maps.arcgis.com/apps/webappviewer/>

1025.2 COUNTY CROSS-COUNTRY SKI TRAILS



SOMERS LAKE COUNTY FOREST & TRAIL AREA

- Bicycling
- Hiking Trail
- Parking
- Picnic Area
- Restroom
- Cross-Country Skiing
- Snow Shoeing
- Trail
- County Road
- Town Road
- Lake
- Forest Area

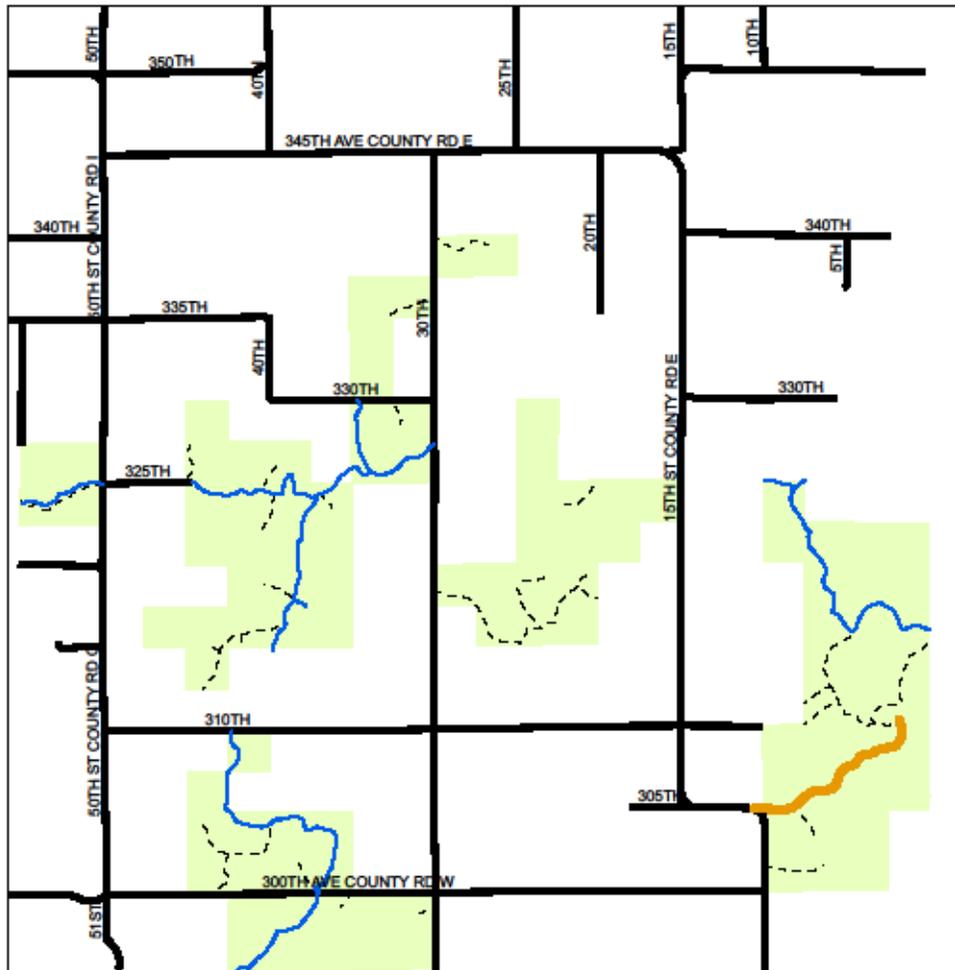


Sources: Polk County Department of Land Information
Polk County Department of Parks

Prepared by: County of Polk, Wisconsin, Department of Land Information, Division of Geographic Information Systems

1025.3 CERTIFIED COUNTY FOREST ROAD MAP

Polk County Forest Road
Lorain



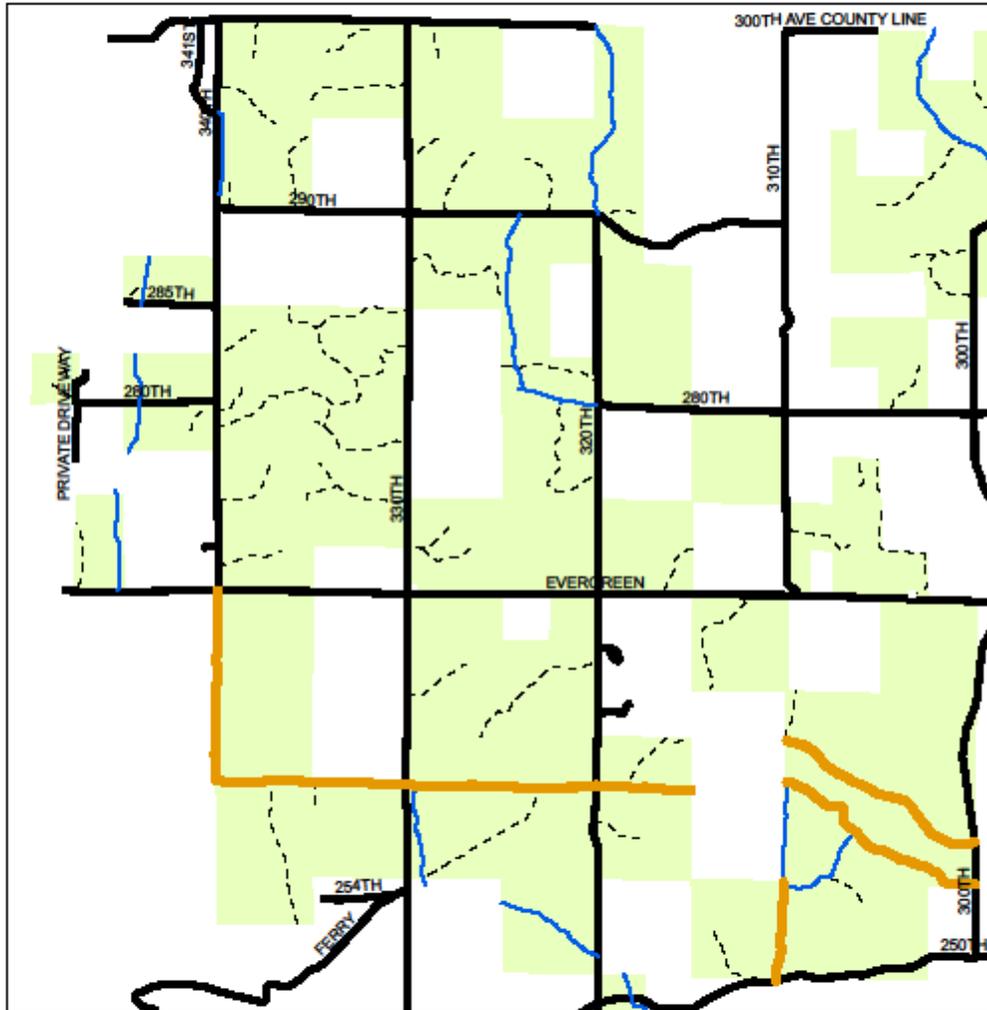
Legend

-  Gas Tax Roads
-  2nd Forest Road
-  Temporary Road
-  Township/County Road
-  Polk County Forest

0 1,450 2,900 5,800 8,700 11,600
Feet

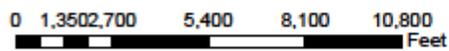


Polk County Forest Road West Part Sterling



Legend

- Gas Tax Roads
- 2nd Forest Road
- Temporary Road
- Township Road
- Polk County Forest



1025.5 POLK COUNTY FOREST HANDICAPPED ACCESS PERMIT

Polk County Forestry Dept.

100 Polk County Plaza
Suite 40
Balsam Lake, WI 54810
Office: 715-485-9265



Polk County Forest Mobility Access Application and Permit

Polk County may authorize by permit persons with mobility disabilities to use a motorized device in non-motorized areas.

Each permit applies to the property identified and must be approved by the Polk County Forest Administrator.

Applicant Name: (permittee) _____ Driver's License Number (if applicable): _____

Mailing Address: _____ City: _____ State: WI _____ Zip Code 54241 _____

Phone Number: _____ Email Address: _____

Eye Color: _____ Hair Color: _____ Weight: _____ Height: _____ Male or Female (circle one)

Proof of Disability: (please check at least one with supporting information)

_____ Parking ID Card issued by WI DOT- Attach Photocopy

_____ Disabled Parking License Plate Number _____

_____ Class A, B or C Disability Permit issued by WIDNR- Permit Number _____

Vehicle Type Request

Vehicle Type (select one) Motorized Bike Truck Snowmobile Car ATV Other _____

Intended use(s) Nature Study Trail Recreation Hunting Fishing Other _____

Dates Applying For _____

Identify the location(s) on the Polk County Forest you would like authorization to operate the motorized device. Access is restricted to trails, roads and other maintained lanes, unless other areas are specifically applied for and motorized device is approved.

-This permit is valid for Insert TWP.Range Section and insert map of area trail

Access restricted to existing trails ONLY

-ATV/UTV cannot be operated on exiting trails when rutting does occur.

Permittee understands:

- This permit may be revoked for failure to comply with the terms and conditions of the permit
- Use of a motorized device within the permitted area is at permittees’ own risk.
- Permittee will be held financially responsible for resource damage and restoration cost that are a result of the use of this permit.
- The issuance of this permit creates no future right to access the identified areas within this permit. This permit expires on December 31 of every calendar year unless noted otherwise within the permit.

Permittee Agrees to the Terms and Conditions Outlined below

- This permit and all attached documentation at all times of operation and display this permit to all staff and law enforcement officers.
- To operate only in areas specified by the permit.
- A maximum of two additional people may occupy the device for the purpose of assisting the permittee.
- To use permitted device to remove or otherwise transport only game taken and tagged by the permittee.
- To comply with all conditions outlined in this permit.

Conditions :(speed conditions, hours of operation etc.).

-operation less than 15 mph

-operating times from 5 am to 7am. 11am to 1pm. 430pm to 6 pm

-Permit is valid during the 202X qun hunting season only.

Area of operation limited to the areas indicated by the attached map.

No rutting damage to trees saplings, vegetation etc.... allowed.

Polk County Forest Administrator _____ Date _____

Permittee signature _____ Date _____

1025.6 POLK COUNTY FOREST MOU FOR USER GROUPS

**Memorandum of Understanding
Between Polk County and XXX User Group**

I. Introduction

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreements and understandings that have been reached between Polk County Forestry and the XXXX user group regarding the use and maintenance of theXXXX trail on Polk County Forest Lands in Sections: in the of the Town of XXXX

Polk County is interested in providing recreational opportunities with the understanding that the land’s primary purpose is providing timber resources for the County according to State Statute 28.11 – County Forest Law. Polk County Forest and XXXX agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

The property subject to this MOU is located in the Town of XXXX, including portions of Sections XXXX. A map of the trail system is attached to this MOU.

III. Consideration

IV. Obligations of Polk County Forest

1. The Polk County Forest will convey by this MOU the right to maintain XXXX miles of trails as indicated by the attached map. Future trail miles will be considered. Polk County will work with XXX user group to review and locate future potential miles.
2. Polk County Forest will take the trails into consideration when setting up future timber sales in the area to make reasonable efforts not to damage any signs, and to keep the trail free of slash and other obstacles.
3. Polk County Forest will work with XXXX user group during the planning process to ensure that trails are properly located and regulations are followed.

V. Obligations of XXXX User Group.

1. XXX user group will enter into an agreement (MOU) with Polk County Forest to develop and maintain XXX trail.
2. XXX user group will work with Polk County Forest in the planning process to ensure that the trails are properly located and regulations are followed.
3. XXX User group will indemnify and hold harmless Polk County and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOU of, its agents, contractors, servants, licensees, permittees, or employees.
Polk County Forest Land is open to the public; and the trails may be utilized for other uses permitted under the Polk County Forestry and Parks Ordinance and County Forest Law.
4. XXX user group will indemnify and hold harmless Polk County and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOU of, its agents, contractors, servants, licensees, permittees, or employees.
Polk County Forest Land is open to the public; and the trails and campsites may be utilized for other uses permitted under the Polk County Forestry and Parks Ordinance and County Forest Law.

VI. Trail Development and Maintenance

1. XXXX user group will maintain XXXX miles of the trail for five years after signing this MOU, or the agreement process will have to start over.
2. XXXX User group agrees to furnish all funding, equipment, tools, materials, signage, and labor necessary to maintain the trails.
3. XXX user group agrees to maintain the trails in a manner so as to provide a recreational experience, with the understanding that the trails are to be XXXX trails and will not meet ADA standards.
4. XXXX user group will work with Polk County to develop plans for any additions or new trail segments. Polk County will then bring to the Environmental Services Committee for approval any proposed additions or new trail segments prior to beginning construction.

VIII. General

1. This MOU is subject to all applicable laws and regulations.
2. This MOU may be revised by mutual written agreement of the County and the XXXX user group.
3. The period for this MOU is five years.
4. Polk County has no obligation to operate, maintain, or repair the trail at any time.

IX. Termination

1. XXX user group may terminate this Memorandum of Understanding by providing Polk County (90) days written notice of said termination. In the event XXX user group terminates this MOU, XXX user group will assume the responsibility of removing all signs and restoring the trail to its natural condition.
2. Polk County. Polk County may terminate this Memorandum of Understanding with XXX user in the event that:
 - a. XXX user group breached any condition of this MOU and said breach remains uncorrected for a period of sixty (60) days from the receipt of written notification of the breach.
 - b. Polk County determines that the continued use of the premise for continued trail use would be inconsistent with the management needs or objectives of the Polk County Forest. In this case Polk County must give written notice to XXX user group within 180 days prior to the termination.

IN WITNESS WHEREOF, Polk County and XXX User Group have caused this memorandum to be executed in their respective names by their respective duly authorized representatives.

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Polk County Environmental Services Committee

By: _____ Date: _____

Title: _____

SECTION 2

SFI 2015-2019
EXTENDED
THROUGH
DECEMBER 2021
FOREST
MANAGEMENT
STANDARD

JANUARY 2015



SUSTAINABLE
FORESTRY
INITIATIVE
SFI-00001

SFI 2015-2019 FOREST MANAGEMENT STANDARD

1. GENERAL	2
1.1 Scope	2
1.2 A additional Requirements	2
1.3 R eferences	2
1.4 Forest Management Standard Principles	2
1.5 Forest Management Standard Objectives	3
1.6 SFI 2015-2019 Forest Management Requirements	4
Objective 1. Forest Management Planning	4
Objective 2. Forest Health and Productivity	4
Objective 3. Protection and Maintenance of Water Resources	5
Objective 4. Conservation of Biological Diversity	6
Objective 5. Management of Visual Quality and Recreational Benefits	7
Objective 6. Protection of Special Sites	7
Objective 7. Efficient Use of Fiber Resources	7
Objective 8. Recognize and Respect Indigenous Peoples' Rights	7
Objective 9. Legal and Regulatory Compliance	8
Objective 10. Forestry Research, Science and Technology	8
Objective 11. Training and Education	9
Objective 12. Community Involvement and Landowner Outreach	9
Objective 13. Public Land Management Responsibilities	10
Objective 14. Communications and Public Reporting	10
Objective 15. Management Review and Continual Improvement	11

For more information on the Sustainable Forestry Initiative please click on the links below.



SFI through
2021.pdf

<https://www.sfiprogram.org/sfistandards/>