

Resolution No: 28-16

Resolution to Approve Amendment to Polk County Forest Comprehensive Land Use Plan

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

Gentlemen:

WHEREAS, pursuant to Wisconsin Statute Section 28.10, Polk County has established a county public forest; and

WHEREAS, on October 1, 2006, the Polk County Board of Supervisors approved the 2006-2020 Polk County Forest Comprehensive Land Use Plan, hereinafter, "Forest Plan";

WHEREAS, periodically the 15-year Forest Plan requires revision as changing conditions require; and

WHEREAS, the Polk County Forest Administrator has prepared certain amendments to the 2006-2020 Forest Plan, which are set forth in the memo attached hereto;

WHEREAS, after receiving a presentation on the proposed amendments to the 2006-2020 Forest Plan, the Polk County Environmental Services Committee recommends that the Polk County Board of Supervisors approve an amendment to said Forest Plan that incorporates the language prepared and presented;

WHEREAS, revisions to a county forest land use plan, approved by a county board, are subject to final approval by the Wisconsin Department of Natural Resources.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approves the proposed amendments to 2006-2020 Polk County Forest Comprehensive Land Use Plan as recommended by the Polk County Environmental Services Committee and prepared by the Polk County Forester, attached hereto and incorporated herein. *

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the Polk County Forester to prepare an Amended Polk County Forest Comprehensive Land Use Plan that incorporates said approved amendments and to submit said amended county forest land use plan to the Wisconsin Department of Natural Resources for final approval.

* A complete copy of the Polk County Forest Comprehensive Land Use Plan can be found by visiting the Polk County Website at www.co.polk.wi.us under Department of Forest Administrator

| | |
|---|--|
| Funding Source/ Funding Amount: | Not Applicable |
| Date Reviewed as to Appropriations: | Not Applicable |
| Committee Recommendation as To Appropriation: | Not Applicable |
| Effective Date: | Upon passage |
| Dated Submitted To County Board | July 19, 2016 |
| Submitted By: <i>Craig Monak</i> <i>Li-Lo Ent</i> <i>James L. Segele</i> <i>Brad Alford</i> <i>Wendell Kel</i> <i>Dale Wood</i> | _____ |
| Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only <i>Dana Frey</i> Dana Frey, County Administrator | Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only <i>Jeffrey B. Fuge</i> Jeffrey B. Fuge, Corporation Counsel |
| Acknowledgement of County Board Action | |

Mark As Appropriate:

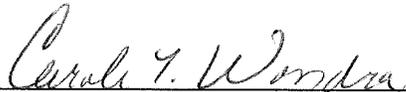
At its regular business meeting on the 19th of July, 2016, the Polk County Board of Supervisors considered and acted on the above resolution, **Resolution No. 28-16: Resolution To Approve Amendment to the Polk County Forest Comprehensive Land Use Plan**, as follows:

- Adopted by simple majority of the board of supervisors by a vote of _____ in favor and _____ against.
- Adopted by unanimous vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by voice vote.
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:



Dean Johansen, County Board Chairperson

Attest: 

Carole T. Wondra, County Clerk

Polk County Forestry Dept

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



DATE: June 23, 2016
TO: Polk County Forest Land Use Plan (2006-2020) Holders
FROM: Jeremy Koslowski, County Forest Administrator
SUBJECT: Amendment

This transmittal amends the Polk County Forest Land Use Plan (2006-2020). Please make the following deletions and additions (attached) in your handbook.

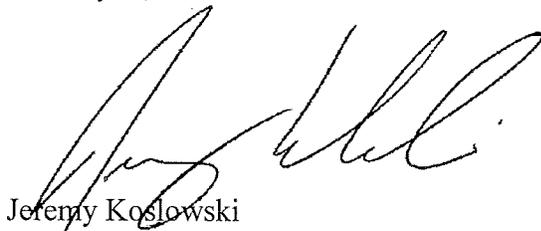
Delete

Page 100-3
Page 500-7
Pages 800-8 through 800-9
Pages 900-31 through 900-40
Page 900-58
Pages 3000-3 through 3000-5

Add

Page 100-3
Page 500-7
Pages 800-8 through 800-9
Pages 900-31 through 900-40
Page 900-58
Pages 3000-3 through 3000-5

Thank you,



Jeremy Koslowski
Polk County Forest Administrator
715-485-9265

manner which will provide a reasonable revenue to the towns in which such lands lie.”

Each state agency, whenever it administers a law under which a local governmental unit prepares a plan, is encouraged to design its planning requirements in a manner that makes it practical for local governmental units to incorporate these plans into local comprehensive plans prepared under s. 66.1001 Wis. Stats (i.e. “Smart Growth” planning) s. 1.13(3) Wis. Stats. This County Forest plan may complement, and might be made part of local comprehensive planning efforts (e.g. Smart growth). There are similarities in the considerations of both plans although the County Forest plan is of smaller scale and focused by s. 28.11, Wis. Stats. In an effort to ensure that the values of the Polk County Forest are fully recognized, protected and infused into local planning, the County Forest administrator will keep in contact with local planning efforts at the County and Township level.

110 CHAPTER 100 OBJECTIVE

1. To recognize the authority of the County and State in the administration and development of operating policies on the Polk County Forest.
2. To provide the reader of the plan with background information regarding the County Forest.

115 STATUTORY AUTHORITY

The County Forest Law (s 28.11 Wis. Stats.) provides the authority to establish, develop, and manage a permanent County Forest Program. (For the full text of the County Forest Law refer to Chapter 900.

120 COUNTY AUTHORITY

The County Forest Comprehensive Land Use Plan is the official County Forest authority. The Environmental Services Committee of the County Board (*hereafter referred to as the “committee”*) enforces the regulations governing the use of the County Forest.

- (4) Special contract provisions
- (5) Procedures for bidding
- (6) Bid forms
- (7) Timber sales bond and advance stumpage schedule

505.3.4 Method Of Bidding

Bids will be reviewed at a meeting of the committee. A sealed envelope showing tract number and marked "sealed bid" shall be submitted on County Forest bid forms by the bidder for each tract bid on, and shall contain:

- (1) The bid price per cord or per thousand board feet for each species offered and the total for each species bid. The total value of the timber sale bid shall be indicated on both scaled and lump sum bids. The total bid value must meet or exceed the advertised sale minimum.
- (2) A bid bond must accompany the bid, payable to Polk County, as specified on the bidding documents.

505.3.5 Awarding Sales

- (1) The high bidder is normally awarded the sale contract; however, the committee reserves the right to reject any or all bids, and accept the bid offer most advantageous to the county. Grounds for rejecting bids may include without limit:
 - (a) Non-compliance with County Forest contract requirements.
 - (b) Delinquent financial obligations.
 - (c) Unsatisfactory past performances.
 - (d) Inability to demonstrate financial or professional capability.

Evaluation criteria on timber sales will be price and documented ability to satisfactorily complete the contract. Factors to be assessed may include proposed equipment and operation, references, proof of financial stability, past performance and documented training completed. Polk County requires that the purchaser be responsible for ensuring that at least one of the actual logging contractors engaged in logging operations

Goals can be developed for an LTA based in part on its capability, productivity, unique character, and the scarcity or abundance of similar LTA's in the state, region or beyond. Objectives for vegetation management, wildlife habitat, ecological restoration, and recreation use can be tailored to the characteristics and potentials of the ecosystem.

810.1.5 Integrated Pest Management

Integrated Pest Management for the purpose of this Plan, is defined as follows:

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

The Committee has the authority to approve and direct the use of pesticides and other reasonable alternatives in an integrated pest management program on the Forest.

Refer to Chapter 600 (610.3) for more detailed discussion and integrated pest management strategies.

810.1.6 Best Management Practices

Often the most practical and cost-effective method to assure that forestry operations do not adversely affect the County Forest is to utilize "Best Management Practices" (BMP's) as described in:

- *Wisconsin's Forestry Best Management Practices for Water Quality. Publication number FR-093.*
- *Wisconsin's Forestry Best Management Practices for Invasive Species. Publication number FR-444-09*
- *Wisconsin's Forestland Woody Biomass Harvesting Guideline. Publication number FR-435-09*

Consistent with the aforementioned manuals, Polk County will use BMP's on the Forest with the understanding that the application of BMP's may be modified for specific site conditions with guidance from a forester or other natural resource

professional. Modifications will provide equal or greater water quality protection, or have no impact on water quality. Areas with highly erodible soil types, close proximity to streams or lakes, or steep slopes may require mitigating measures in excess of those outlined in the manuals. All Polk County employees practicing forestry will receive BMP training. Additionally, Polk County will require BMP training of all logging contractors that operate on County timber sales.

810.1.7 Forest Fire Management

810.1.7.1 Uncontrolled Fire Refer to Chapter 600

810.1.7.2 Prescribed Fire

Prescribed burning on the County Forest may play an important role in management. Many of the plant communities present today are the result of wild fires.

As the needs are presented to regenerate or maintain timber types or other plant communities, the Committee will examine the costs and benefits of each opportunity. Increased regulations, the county's cost of completing the burn, and the risk of breakouts and uncontrolled fires will have to be considered with any benefits of vegetation management through prescribed burning.

All prescribed burning will be done in accordance with Wisconsin State Statutes 26.12, 26.14, and the DNR Prescribed Burn Handbook 4360.5 and in cooperation with the Department of Natural Resources per section 605.5 of this plan.

810.1.8 Outside Expertise, Studies and Survey

Additional data necessary to make management decisions on the County Forest will be sought from agencies or individuals, who in the Committee's opinion, are best equipped to provide that service. This data will be used as appropriate for management planning.

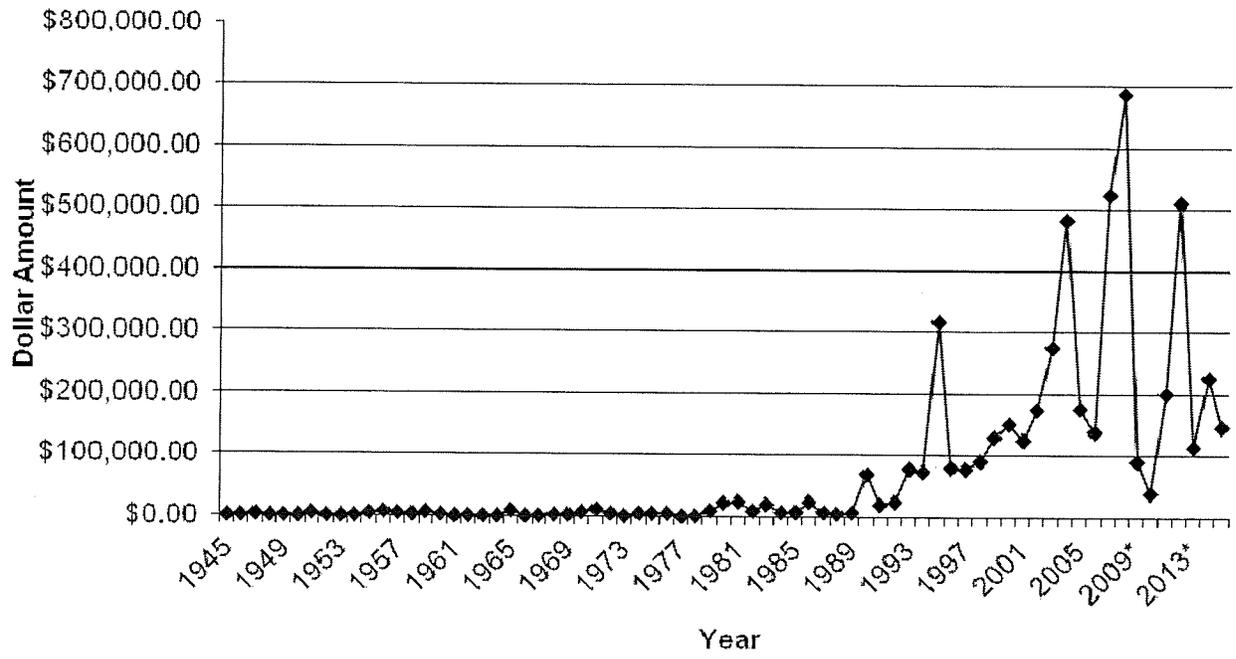
910 TIMBER SALE HISTORY

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

**Starting in 2006, report 37A was used from WI-DNR for Gross Receipt yearly totals*

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

Timber Sale Yearly Gross Receipts



Name of Property: **Polk County Forest**

Contract No. _____

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

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

1. PERFORMANCE.

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 2.

2. CONTRACT PERIOD.

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

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

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

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 **\$X,XXX.xx**, in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser no later than **XX/XX/XXXX** to be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to submit the bond will be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.
- b. The Purchaser agrees that the Seller may retain the performance bond until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the Seller may retain the performance bond until the Seller can determine damages caused by the lack of performance. If damages exceed the amount of the performance bond, the Seller may retain any prepaid stumpage up to the amount of calculated damages, at the Seller's discretion. If damages exceed the amount of the performance bond, the Seller may bill and seek damages from the Purchaser, in equity or in law, for the amount of calculated damages in excess of the performance bond, at the Seller's discretion. Only in the event the Purchaser provides written notice of sale completion to the Seller shall the Seller have sixty (60) days to determine that performance has been completed as required under this Contract.
- c. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its Contract remedies for breach.
- d. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for the timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
- e. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- f. The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:
 - (1) The Purchaser's bid value of timber not cut and removed under this Contract.
 - (2) Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization under or in violation of this Contract.
 - (3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
 - (4) All costs of resale of timber not cut and removed as required under this Contract.
 - (5) If the Seller seeks damages for breach of this Contract through court proceedings, and if the Seller prevails in such proceedings, in whole or in part, then the purchaser agrees to pay all of the Seller's actual and reasonable expenses, including attorneys and expert witness fees.

- 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.

| Timber Sale Infrastructure | Soil disturbances are excessive if: |
|---|--|
| <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)
 - (2)

20. OTHER APPROVALS.

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

21. SURVEY MONUMENTS.

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

22. INDEMNIFICATION.

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

23. INDEPENDENT CONTRACTOR.

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

24. INSURANCE; NOTIFICATION.

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under Chapter 102, Wis. Stats.
- b. Other insurance requirements: Public liability and property damage insurance, minimum limits of \$500,000.00
- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

25. NONDISCRIMINATION.

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

26. ASSIGNMENT.

The Purchaser is precluded from assigning payment and Contract oversight, duties or other performance requirements of this Contract to another. The Purchaser's direction to or contracting with another to complete performance required under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach. The Seller reserves the right to prohibit a particular subcontractor 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 egresses 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) – Certificate #NSF-SFIS-1Y943. Forest products from this sale may be delivered to the mill as “SFI certified” so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

34. **OTHER CONDITIONS:**

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

ATTACHMENTS.

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

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

SELLER: Polk County Forest

Date: _____

BY: _____

PURCHASER:

Date: _____

BY: _____

920.2 STATEMENT OF COUNTY FOREST LOAN



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

Report: 53A
 Page: 1 of 1

| County | Variable Acreage Share Loans | | | | Project Loans | | | | Balance Owed DNR |
|----------------------|------------------------------|--------------------|-------------------|--------------------|------------------|--------------------|-------------------|--------------------|-------------------|
| | DNR Issued Loans | | County Repayments | | DNR Issued Loans | | County Repayments | | |
| | CY 2015 | Tot To Date | CY 2015 | Tot To Date | CY 2015 | Tot To Date | CY 2015 | Tot To Date | |
| Ashland | 20,041.67 | 609,978.79 | 7,043.02 | 789,161.08 | 0.00 | 1,125,780.74 | 12,998.65 | 946,598.45 | 0.00 |
| Barron | 0.00 | 122,285.69 | 366.56 | 327,063.38 | 0.00 | 874,219.80 | 2,520.51 | 637,590.64 | 31,651.47 |
| Bayfield | 0.00 | 2,327,946.84 | 0.00 | 2,483,671.37 | 0.00 | 300,000.00 | 0.00 | 144,275.47 | 0.00 |
| Burnett | 52,712.59 | 2,236,300.09 | 36,602.06 | 2,605,295.07 | 0.00 | 984,315.77 | 16,110.53 | 615,320.79 | 0.00 |
| Chippewa | 0.00 | 552,019.26 | 0.00 | 629,718.24 | 0.00 | 161,000.51 | 0.00 | 83,301.53 | 0.00 |
| Clark | 0.00 | 1,161,477.30 | 0.00 | 1,206,364.81 | 0.00 | 53,000.00 | 0.00 | 8,112.49 | 0.00 |
| Douglas | 0.00 | 1,876,638.45 | 0.00 | 1,992,444.05 | 0.00 | 529,850.00 | 0.00 | 414,044.40 | 0.00 |
| Eau Claire | 0.00 | 526,533.23 | 0.00 | 605,711.20 | 0.00 | 126,933.08 | 0.00 | 47,755.11 | 0.00 |
| Florence | 0.00 | 444,068.78 | 0.00 | 780,481.72 | 0.00 | 1,677,376.82 | 0.00 | 1,340,963.88 | 0.00 |
| Forest | 6,259.24 | 268,576.96 | 1,934.14 | 209,272.54 | 356,250.00 | 3,300,696.25 | 25,562.41 | 204,357.64 | 3,095,643.03 |
| Iron | 0.00 | 2,701,711.99 | 0.00 | 3,089,529.56 | 0.00 | 767,860.74 | 0.00 | 380,043.17 | 0.00 |
| Jackson | 0.00 | 1,876,477.59 | 0.00 | 2,235,750.00 | 0.00 | 734,990.00 | 0.00 | 375,716.99 | 0.00 |
| Juneau | 0.00 | 116,824.82 | 7,294.49 | 273,169.34 | 0.00 | 1,213,470.63 | 75,768.58 | 444,684.40 | 612,441.71 |
| Langlade | 0.00 | 555,874.24 | 0.00 | 555,874.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lincoln | 0.00 | 590,731.41 | 0.00 | 1,027,543.40 | 0.00 | 1,220,980.00 | 0.00 | 784,168.01 | 0.00 |
| Marathon | 14,692.24 | 521,787.36 | 2,482.12 | 424,919.39 | 0.00 | 2,545,511.00 | 12,123.62 | 1,023,252.66 | 1,619,126.31 |
| Marquette | 0.00 | 1,104,208.02 | 0.00 | 1,142,208.02 | 0.00 | 38,000.00 | 0.00 | 0.00 | 0.00 |
| Monroe | 0.00 | 21,340.37 | 3,513.49 | 44,783.21 | 0.00 | 136,750.00 | 22,514.59 | 74,513.08 | 38,794.08 |
| Oconto | 0.00 | 219,031.59 | 0.00 | 380,675.49 | 0.00 | 450,000.00 | 0.00 | 288,356.10 | 0.00 |
| Oneida | 0.00 | 1,186,720.14 | 0.00 | 1,407,141.62 | 0.00 | 439,010.00 | 0.00 | 218,588.52 | 0.00 |
| Polk | 8,222.96 | 299,264.99 | 4,374.58 | 408,938.79 | 0.00 | 840,353.50 | 12,325.16 | 580,662.82 | 150,016.88 |
| Price | 0.00 | 1,491,622.00 | 0.00 | 1,799,816.71 | 0.00 | 804,427.48 | 0.00 | 496,232.77 | 0.00 |
| Rusk | 44,382.81 | 1,925,299.70 | 41,435.43 | 1,932,111.79 | 0.00 | 136,950.00 | 2,947.38 | 130,137.91 | 0.00 |
| Sawyer | 0.00 | 1,172,316.95 | 0.00 | 1,806,888.73 | 0.00 | 1,000,000.00 | 0.00 | 365,428.22 | 0.00 |
| Taylor | 0.00 | 204,461.52 | 0.00 | 224,907.68 | 0.00 | 36,398.28 | 0.00 | 15,962.12 | 0.00 |
| Vernon | 0.00 | 0.00 | 0.00 | 0.00 | 547,500.00 | 894,479.54 | 0.00 | 15,462.87 | 879,016.67 |
| Vilas | 0.00 | 779,307.74 | 0.00 | 1,081,984.47 | 0.00 | 678,019.42 | 0.00 | 375,342.69 | 0.00 |
| Washburn | 74,171.09 | 2,340,066.76 | 149,036.75 | 3,054,699.79 | 408,750.00 | 697,238.66 | 25,953.75 | 274,675.04 | 307,930.59 |
| Wood | 0.00 | 259,901.61 | 0.00 | 314,618.91 | 0.00 | 77,000.00 | 0.00 | 22,282.70 | 0.00 |
| State Total : | 220482.59 | 28032774.19 | 254082.64 | 32834745.20 | 1312500 | 21844612.22 | 208925.18 | 10307820.47 | 6734820.74 |

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

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

3200 PAST ACCOMPLISHMENTS

3210 FOREST PRODUCTS

3210.1 Timber

Polk County Forest Timber Sales

| Year | # of Sales | Sawtimber | Pulpwood | Acres cut | Total Cord Equivalents | Sales value |
|-------|------------|-----------|----------|-----------|------------------------|----------------|
| | | MBF | Cords | | | |
| 1996 | 6 | 49.00 | 3,397 | 365 | 3,495 | \$80,720.00 |
| 1997 | 6 | 18.00 | 3,373 | 343 | 3,409 | \$78,154.00 |
| 1998 | 3 | 8.00 | 3,419 | 222 | 3,435 | \$90,260.00 |
| 1999 | 4 | 18.00 | 4,723 | 324 | 4,759 | \$129,782.00 |
| 2000 | 5 | 142.00 | 4,912 | 454 | 5,196 | \$151,854.00 |
| 2001 | 4 | 27.00 | 4,254 | 305 | 4,308 | \$124,481.00 |
| 2002 | 2 | 0.00 | 5,677 | 441 | 5,677 | \$175,139.00 |
| 2003 | 9 | 213.00 | 7,257 | 716 | 7,683 | \$275,856.00 |
| 2004 | 11 | 501.00 | 13,858 | 933 | 14,894 | \$482,267.00 |
| 2005 | 7 | 131.97 | 4,802 | 612 | 5,093 | \$180,011.35 |
| 2006 | 5 | 127.78 | 3,705 | 331 | 3,986 | \$137,241.57 |
| 2007 | 6 | 853.01 | 7,528 | 615 | 9,404 | \$523,855.88 |
| 2008 | 9 | 536.82 | 18,748 | 884 | 19,929 | \$687,658.54 |
| 2009 | 3 | 31.80 | 2,947 | 176 | 3,017 | \$90,920.25 |
| 2010 | 2 | 6.00 | 1,708 | 65 | 1,722 | \$38,650.68 |
| 2011 | 6 | 12.00 | 6,856 | 369 | 6,883 | \$201,368.93 |
| 2012 | 13 | 942.15 | 12,219 | 894 | 14,292 | \$510,197.25 |
| 2013 | 8 | 0.00 | 6,379 | 512 | 6,379 | \$115,112.96 |
| 2014 | 13 | 43.72 | 9,254 | 683 | 9,350 | \$225,489.50 |
| 2015 | 8 | 40.00 | 4,093 | 414 | 4,181 | \$146,115.03 |
| TOTAL | 130 | 3,701.25 | 129,109 | 9,658 | 137,092 | \$4,445,134.94 |

3210.2 Non-timber forest products

One permit was granted for big bluestem seed collection.

3220 REFORESTATION

3220.1 Hand Tree Planting Table

| Year | Acres | Total Trees | Red Pine | Jack Pine | White Pine | Tamarack | Hardwoods | White Spruce |
|---------------|-------------|------------------|------------------|----------------|---------------|---------------|---------------|---------------|
| 1996 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1997 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1998 | 142 | 136,000 | 83,000 | 40,000 | 8,000 | 5,000 | 0 | 0 |
| 1999 | 28 | 25,000 | 8,000 | 9,000 | 0 | 8,000 | 0 | 0 |
| 2000 | 45 | 32,000 | 18,000 | 8,000 | 3,000 | 3,000 | 0 | 0 |
| 2001 | 163 | 147,000 | 108,000 | 29,000 | 10,000 | 0 | 0 | 0 |
| 2002 | 224 | 190,000 | 139,000 | 38,000 | 9,000 | 0 | 4,000 | 0 |
| 2003 | 254 | 246,000 | 195,000 | 34,000 | 17,000 | 0 | 0 | 0 |
| 2004 | 305 | 252,000 | 207,000 | 12,000 | 26,000 | 0 | 7,000 | 0 |
| 2005 | 204 | 140,000 | 130,000 | 0 | 10,000 | 0 | 0 | 0 |
| 2006 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2007 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2008 | 197 | 180,000 | 143,000 | 28,000 | 9,000 | 0 | 0 | 0 |
| 2009 | 128 | 103,000 | 89,000 | 14,000 | 0 | 0 | 0 | 0 |
| 2010 | 167 | 154,000 | 154,000 | 0 | 0 | 0 | 0 | 0 |
| 2011 | 59 | 36,000 | 0 | 36,000 | 0 | 0 | 0 | 0 |
| 2012 | 172 | 145,000 | 75,000 | 70,000 | 0 | 0 | 0 | 0 |
| 2013 | 51 | 45,000 | 0 | 30,000 | 0 | 3,000 | 0 | 12,000 |
| 2014 | 152 | 125,200 | 24,000 | 100,000 | 0 | 1,200 | 0 | 0 |
| 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2016 | 76 | 61,000 | 61,000 | 0 | 0 | 0 | 0 | 0 |
| Totals | 2367 | 2,017,200 | 1,434,000 | 448,000 | 92,000 | 20,200 | 11,000 | 12,000 |

3220.2 Aerial Seeding Table

| YEAR | ACRES | SEED TYPE | AMOUNT (lbs) |
|---------------|-------|------------|---------------|
| 1996-2003 | None | - | - |
| 2004 | - | White Pine | 2 |
| 2005 | | | |
| 2006 | | | |
| 2007 | 162 | Jack Pine | 40 |
| 2008 | | | |
| 2009 | 224 | Jack Pine | 61 |
| 2010 | 311 | Jack Pine | 92 |
| | | White Pine | 4.25 |
| 2011 | 52 | Jack Pine | 15 |
| 2012 | None | - | - |
| 2013 | None | | |
| 2014 | None | | |
| 2015 | None | | |
| TOTALS | | | 214.25 |

3230 TIMBER STAND IMPROVEMENT / RELEASE

| YEAR | ACRES | PRACTICE | METHOD |
|--------------|--------------|-----------------------|---------------------|
| 1996-2001 | 0 | - | - |
| 2002 | 53 | PLANTATION RELEASE | MECHANICAL/HAND |
| 2003 | 16 | PLANTATION RELEASE | MECHANICAL/HAND |
| 2004 | 212 | PLANTATION RELEASE | AERIAL HERBICIDE |
| 2005 | 0 | - | - |
| 2006 | 49.8 | PLANTATION RELEASE | MECHANICAL/HAND |
| 2007 | 25.4 | PLANTATION RELEASE | MECHANICAL/HAND |
| 2008 | 0 | NONE | - |
| 2009 | 0 | NONE | - |
| 2010 | 0 | NONE | - |
| 2011 | 0 | NONE | - |
| 2012 | 0 | NONE | - |
| 2013 | 0 | NONE | |
| 2014 | 0 | NONE | |
| 2015 | 0 | NONE | |
| TOTAL | 356.2 | | |

CERTIFIED COPY OF POLK COUNTY RESOLUTION

STATE OF WISCONSIN

COUNTY OF POLK

I Carole T. Wondra, Polk County Clerk do hereby certify that the attached hereto and incorporated herein is a full, true and correct copy of Resolution No. 28-16, adopted by the Polk County Board of supervisors at its regular business meeting held on July 19, 2016.

Carole T. Wondra 7-20-16

Carole T. Wondra, Polk County Clerk

Date