

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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**CHAPTER 500**

**LAND MANAGEMENT AND USE**

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## **500 LAND USE**

### **500.1 OBJECTIVES**

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

## **505 TIMBER SALES**

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

### **505.1 FIELD PREPARATION OF TIMBER SALES**

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

### **505.2 ADVERTISING FOR BIDS**

After field work is completed and necessary reports receive DNR approval, the administrator shall prepare a sale prospectus and make it available to interested loggers.

Under s.28.11(6)(b) Wis. Stats, timber sale advertisements, at a minimum, will be by classified ad in a newspaper having general circulation in the county. Ads shall be run once each week for two consecutive weeks, the last being at least one week prior to the bid opening. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in early spring and fall, or as needed.

### 505.3 PROSPECTUS

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

1. Species to be harvested and estimated volume
2. Maps of sale areas
3. Special contract provisions
4. Procedures for bidding
5. Bid forms
6. Timber sales bond and advance stumpage schedule

### 505.4 METHOD OF BIDDING

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

1. The bid price per unit of species product. The total value of the timber sale bid shall be indicated on both scaled and lump sum bids. The total bid value must meet or exceed the minimum acceptable bid value, as documented in the 2460.
2. A minimum of 10% of the bid value of each tract must accompany the bid as a bid bond, payable to Sawyer County.

### 505.5 AWARDING SALES

Bid summaries will be reviewed and approved at a meeting of the Land, Water, and Forest Resource Committee.

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. The award of contract to the successful bidder shall be based upon the bid determined most advantageous to the County.
2. Tie bids may be settled by toss of a coin if both parties are agreeable; otherwise the bids on that tract will be rejected and the sale re-advertised.
  3. Sales remaining unsold after being advertised for two bid openings may be sold direct at not less than the appraised value even though their estimated value exceeds \$3,000. (See DNR [Timber Sale Handbook](#)).

#### 505.6 SALE CONTRACTS

1. Contracts will be prepared with copies provided to the logger with the original filed in the Forest Administrator's office.
2. Contracts are to be signed by the successful bidder within 30 days of the sale or before cutting begins, whichever occurs first, with payment being made according to the County Timber Sale Bond and Advance Stumpage Payment Schedule. Failure to sign the contract within 30 days may result in forfeiture of the bid bond.

#### 505.7 TIMBER SALE PERFORMANCE BOND

1. Surety bonds or an irrevocable letter of credit issued by a bank which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation may be used in lieu of cash as a performance bond on sales. The letter of credit or surety bond must be in effect for a period of time equal to the term of

the contract, plus a sufficient time to allow for possible extension(s) and for closeout of the contract after cutting is completed.

2. The bid bond may be transferred to the performance bond.

## 505.8 CONTRACT PROVISIONS

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

### 505.8.1 Contract Number

Every contract shall have a unique numerical number.

### 505.8.2 Contract Parties

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

### 505.8.3 Duration and Extension of Contracts

- A. All timber sale contracts will begin on the date of signature by the Forest Administrator. All contracts must have a specific end date. Generally, most timber sale contracts will be written to expire two years after the award date. Some timber sale contracts may have longer or shorter duration than two years as determined by the Forest Administrator and /or Committee.
- B. At the discretion of the Forest Administrator a one-year extension, if deemed necessary by the seller, may be granted. This first extension will have a ten percent increase in stumpage rates. A second one-year extension may be granted with an additional fifteen percent increase in stumpage rates.
- C. The maximum time duration of a timber sale contract, including

extensions, shall be 4 years. Extension beyond this period of time shall be considered by the committee only in the event of special justification. Special stumpage rate adjustments may be made.

- D. If purchasers do not wish to have contracts renewed or extended and do not finish the sale prior to expiration, appropriate penalties may be assessed. The performance bond will be forfeited either in part or in full based upon costs to reestablish and advertise timber sale as well as loss of stumpage value, growth losses and impact to harvest rotation schedules.
- E. The contractor may request a contract release due to severe physical or financial disability. The committee shall determine whether a release shall be granted and may withhold all or a portion of the performance bond deposit for damages.

#### 505.8.4 Termination of Contract by Seller

Contracts may be terminated upon a breach made by the purchaser or at other times deemed necessary by the Forest Administrator, as per the terms of the timber sale contract.

#### 505.8.5 Performance Bond, Damages, Future Contracts

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

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

Upon termination of the contract the County will determine damages as applicable as per the timber sale contract and/or other County policies. If damages exceed the amounts of performance bonds held by the County, the County may pursue legal action.

505.8.6 Title to Timber

Title to all forest products shall remain with the County until products are scaled and paid for by the purchaser.

505.8.7 Payment Schedule

All contracts shall have a payment schedule that will layout the responsibilities of the seller and the purchaser for payments under the contract. This schedule will vary based on sale type (lump sum v. scale sale). Payment schedule and terms of payment are outlined in the timber sale contract.

505.8.8 Utilization Specifications

Utilization standards will be specified on individual contracts to provide maximum utilization of all merchantable timber. Typical standards are the following:

- A. Cordwood: Utilize to a 4” diameter inside the bark at the small end.
- B. Hardwood Sawlogs: Utilize to a 10” diameter inside the bark at the small end and is capable of making a grade #3 log or better.
- C. Softwood Sawlogs: Utilize to a 9” diameter inside the bark at the small end and is capable of making a grade #3 log or better.

All logs will be scaled using the Scribner Decimal – C log rule.

505.8.9 Training Requirement

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



cutting operations begin and during all operations. At a minimum, the contract holder and one “in-woods” person actively responsible for each logging site must be a “Qualified Professional”.

#### 505.8.10 BMPs, Roads, Landings

Location, construction, and use of logging roads are subject to advance approval by a representative of the forestry department. Upon sale completion, all roads must be returned to the same or better condition. All roads and landings shall comply with all the recommended BMPs for Water Quality guidelines as described in “Wisconsin’s Forestry Best management Practices for Water Quality” published by the WDNR, publication Pub-FR-093. A copy of this publication is available upon request by the contract holder. Contract holder’s certification in Wisconsin BMP training or equivalent through a FISTA coordinated BMP workshop is also required. The contract holder shall make every attempt to comply with Forestry BMPs for Invasive Species as described in “Wisconsin’s Forestry Best Management Practices for Invasive Species” published by the WDNR, publication Pub-Fr-444-09.

#### 505.8.11 Soil Disturbance and Rutting

Soil compaction and rutting can reduce the productivity of a site, disrupt surface drainage and infiltration, and contribute to erosion and sedimentation. Compaction occurs over broad areas, but does not necessarily result in visible depressions. Ruts are depressions, such as furrows or trenches, created by breaking through the forest floor.

Existing road systems will be utilized when environmentally appropriate. The Forest Administrator will have the final approval in designating the location of roads, landings, and skid trails, and may consult with other County and DNR staff. Wisconsin Forestry Best Management Practices for Water Quality and this plan will be followed during all phases of the timber sale to prevent or reduce erosion and sedimentation to surface waters and wetlands.

Expanding the footprint of roads, landings, and skid trails to maneuver around wet or muddy areas that develop during use is prohibited unless authorized by the Forest Administrator. It is expected that appropriate measures will be taken to prevent excessive rutting. If excessive rutting occurs, forestry operations will be suspended. The Forest administrator may modify standards in this policy if modifications provide equal or greater soil and water protection. Depending on site conditions, rutting standards may need to be more restrictive or flexible. Detail of and justifications for modifications must be documented in timber sale inspection sheets.

As a requirement of certification all contracts must have a rutting policy in the contract. Sawyer County's rutting policy is as follows:

#### Forest Roads

- Rutting is prohibited on forest roads within a riparian management zone (RMZ). New forest roads are to be located outside of RMZs, except at stream crossings.
- In wetlands, a rut on a forest road may not exceed 50 feet in length with depths of 6 inches or greater.
- In uplands, a rut on a forest road may not result in channelized flow into a wetland or water body.
- Other ruts are acceptable provided it is shown that they can and will be repaired prior to final sale close out.

#### Landings

- Landings are prohibited in wetlands unless the timber sale is located in a large wetland complex without suitable upland landing sites. Wetland landings may only be used during frozen ground conditions.
- In uplands, a rut on a landing may not result in channelized flow into a wetland or water body.
- Other ruts are acceptable provided it is shown that they can and will be repaired prior to final sale close out.

#### Skid Trails

- Ruts with depths of 6 inches or greater may not exceed a total of 25 feet in any 100 feet.
- Total rut length on skid trails may not exceed 10% of the total length of skid trails.

#### General Harvest Area

- The rutted area for an acre of general harvest area may not exceed 5% (six inches or deeper).
- The average rutted area per acre may not exceed 2% of the total harvest area.

#### Measurements

Forest Road Rut Length is determined by measuring the length of ruts with depths of 6 inches or greater.

Skid Trail Rut Length is determined by measuring the total length of ruts and dividing by the total length skid trails. The length of rut made by each wheel or track is measured separately.

General Harvest Area Rutted Area is determined by measuring the length and width, in feet, of ruts, greater than 6 inches in depth, in an acre of harvest to determine square feet of rutted area.

#### 505.8.12 Liability and Workers Compensation Insurance

All contracts should require proof of insurance. The proof of insurance shall be kept in the sale folder and must cover the entire operation period of the contract.

#### 505.8.13 Scaling and Conversion Factors

All logs will be scaled with the Scribner Decimal C log rule. All sawlogs shall be scaled by the County prior to hauling.

Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.40 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.

Pulpwood sold by weight will be converted using conversion rates outlined in the WDNR Timber Sale Handbook.

When peeled cordwood is measured, it is agreed that 12.5% will be added to hand peeled volume and 25% will be added to machine peeled volume to compute the equivalent unpeeled volume.

505.8.14 Forest Certification

The Sawyer County Forest is dual certified by third parties Forest Stewardship Council® FSC® C006090 FSC 100% and Sustainable Forestry Initiative® SFI-01617 SFI 100%. Certificate license numbers shall be placed on all lock box haul tickets and invoices.

505.8.15 Other Contract Conditions

- A. Waste: Any logging generated waste shall not be disposed of on site but shall be disposed of properly. Spills of petroleum or other hazardous fluids must be reported, according to state law, to the proper authorities.
- B. Stump heights: Stump height in saw timber shall not exceed 16 inches, and shall not exceed 12 inches in pulpwood.
- C. Zone/Unit completion: All timber, marked or otherwise designated by the contract to be cut, shall be cut progressively and to the satisfaction of the County, whether or not the quantity of such timber is more or less than the estimates comprising the specifications.
- D. Slash requirements: All logging debris should be scattered across the tract. Tops and limbs should be lopped to 24 inches or less. Slash that falls onto the land of an adjoining landowner shall be immediately removed from the adjoining land.
- E. Forest fire prevention: The purchaser shall do all in his/her power to cooperate with the fire protection officers to prevent and suppress forest fires and to comply with all state laws regarding timber slash disposal.
- G. Survey monument restriction: The purchaser shall be responsible for the repair or replacement of Land Survey Monuments within the sale area. In the event that the performance bond is insufficient to cover such cost, Section 59.635, Wis. Stats., Perpetuation of Landmarks, may be enforced.

- H. Indemnification: The purchaser agrees to protect, indemnify and save harmless the County and the 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 result of operation under the contract or in connection with any action or omission of the purchaser, who shall defend the County and the County's employees and agents in any cause of action or suit.
- I. Independent contractor: Purchaser holds itself out as an independent contractor, it is understood that there is no employee-employer relationship between the seller and the purchaser, and any subcontractor of the purchaser.
- J. Assignment (sub-contracting): The contract cannot be assigned in whole or in part.
- K. Right of inspection by seller: County shall, at all times have the right to ingress and egress for any and all purposes.

#### 505.8.16 Attachments to Contract

Attachments to the contract shall include the timber sale map, payment schedule and all cutting requirements including the timber sale prospectus. All addendums to the contract including contract extensions shall be made part of the contract.

#### 505.9 TIMBER SALE RESTRICTIONS

1. To minimize resource damage, the types of logging equipment, methods, and times of operation used on sale areas may be restricted by the county.
2. Special restrictions may be required in accordance with county aesthetic policy, if applicable.

3. Seasonal restrictions may be applied to protect roads, minimize recreation use conflicts, benefit wildlife management, avoid endangered resources concerns, minimize insect and disease problems, or to assist in fire protection.

#### 505.10 TIMBER SALE ROADS

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

#### 505.11 SUPERVISING SALES

Sale inspections will be performed periodically by county and / or DNR Forestry personnel, as requested, with corresponding notations in the sales record.

#### 505.12 FOREST PRODUCTS ACCOUNTABILITY

##### 505.12.1 Scaling Merchantability

1. Sawlogs will be scaled by the Scribner Decimal C. log rule. A log is defined as:
  - *9" diameter or larger inside bark (d.i.b.) at 8' in length (plus trim) for softwood*
  - *10" diameter or larger inside bark (d.i.b.) small end at 8' in length for hardwood*

- *Minimum net scale of 50% of the gross scale of the log*
2. The standard unit of measure for cordwood is measuring 4' x 4' x 8' of unpeeled wood. A pulpwood tree contains at least one 1. 8' stick, to a minimum top diameter as defined in the contract.
  3. The DNR [Timber Sale Handbook](#) will be used as a guide in determining the conversion rates for posts, poles, bolts, chips, weight- scaled wood or other types of forest products.

#### 505.12.2 Utilization Standards

Utilization standards will be specified on individual contracts to provide maximum utilization of all merchantable timber and will be based on the scaling standards noted in 505.8.8.

#### 505.12.3 Methods of Accountability

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

1. The ticket system utilizes serialized three-part tickets, based on the approximate stumpage value of the wood to be hauled. One ticket must accompany each load of wood to the mill. Mill scale will be accepted for volume determination.
2. Wood may also be scaled on the landing. This method is generally used for sawlogs. Payment for wood products scaled is normally due within 30 days of the date of issue of an invoice from the County.
3. Lump sum sales may be utilized and divided into cutting units when practical. Payment for a cutting unit must be received in full before any cutting begins in that unit.

#### 505.13 SPECIAL FOREST PRODUCT PERMITS

1. A written permit for taking fuelwood for personal use must be purchased for

a specific area designated on the permit.

2. A written permit for cutting boughs for personal use will be issued for a specific area designated in the permit. Bough payment rate will be set by the Land, Water, and Forest Resources committee.
3. Written permits may be issued for special forest products for community or personal use, with fees established by the Land, Water, and Forest Resources committee.

Stumpage of fuelwood, Christmas trees, boughs, posts and poles and other special forest products for resale will be handled as a regular timber sale.

## **510 TIMBER THEFT**

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

### **510.1 TIMBER THEFT INVESTIGATION**

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

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

## **515 ENCROACHMENTS**

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



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

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

## **520 SPECIAL USES**

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

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

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

#### 520.1 SAND AND GRAVEL

Sand and gravel pits located on the County Forest may be used only by units of government or contractors performing public works. Use of existing pits and the opening of new pits by other than the County Forestry Department will require Committee approval and be authorized by permit only. The condition of such permits may include, but are not be limited to:

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

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

All active, nonmetallic sites greater than one acre in size, including those on the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation Program, Chapter NR 135, Wis. Adm. Code. The County Forestry Department shall work with the Sawyer County Zoning and Conservation Department in obtaining the necessary permits for nonmetallic mining operations.

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

#### 520.2 EXPLORATION, PROSPECTING, AND MINING

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

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

#### 520.3 SANITARY LANDFILLS

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

#### 520.4 MILITARY MANEUVERS

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

## 520.5 PUBLIC UTILITIES.

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

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

## 520.6 ACCESS TO PRIVATE LAND

The Department has determined that granting a private easement across county forest lands is not consistent with the County Forest Law program. This determination is based on an Attorney General opinion (*OAG-08-10*). Easement grants to individuals are generally determined to be an exclusive right on a publicly owned asset. Counties are

generally restricted from granting easements unless the overall management of the forest could be improved by granting the easement or if the easement grant will serve a greater public good.

#### 520.6.1 Temporary Access

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

#### 520.6.2 Access Agreements

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

A fee will be assessed by the Committee for access permits. The Committee may elect to waive these fees in cases of agreement renewals or in cases of existing roads or driveways.

Access across County Forest lands must be demonstrated by the applicant as the route of last resort, including evidence of an offer of fair compensation for access across other private lands. The following stipulations will be included in access agreements:

1. Permits are made by and between the County and the property owner. The permits are not transferrable and subsequent property owners must secure their own agreement.

2. Permits are for a five-year period.
3. Gates, signs, or other articles of the permittee are not permitted on County lands

#### 520.6.3 Prescriptive Easements

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

#### 520.6.4 Other Types of Access

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

### 520.7 PRIVATE UTILITY SERVICE LINES

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

1. The permit is non-transferrable
2. The County retains full ownership of the utility corridor; however, it shall not be liable for maintenance, upkeep, or other damages associated with the utility service.
3. The permittee waives any rights to any declaration of ownership or interest in the utility corridor on County land for administrative costs as a result of this Land Use Agreement – Utility permit. This agreement is granted upon the signature and any fees being received by Sawyer County.

4. The fee for such a land use agreement is set by the Land, Water, and Forest Resources Committee.

#### 520.8 COMMUNICATION TOWERS

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

1. It must be demonstrated that the site is the most practical location for such a tower.
2. Land selected for such a tower is no longer suitable for continued entry in the County Forest program. According to section 28.11(4), Wis. Stats, any accompanying lands needed for tower support wires that inhibit the practice of forestry and are no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes may also need to be withdrawn from County Forest Law. Withdrawal is subject to approval by both County Board and DNR.
3. A request to withdraw lands from County Forest Law by a private communication company shall follow withdrawal protocol.
4. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8).

#### 520.9 OTHER

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

#### 525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

Ordinance No. \_\_\_\_\_, adopted by the County Board of Supervisors of the County of \_\_\_\_\_ on \_\_\_\_\_, 199\_\_, authorizes Sawyer County to require permits for

gathering miscellaneous forest products on County land by Native American treaty rights participants. The ordinance, Section \_\_\_\_\_ of the General Code of \_\_\_\_\_ County, adopts language of, and complies with, the Federal District Court decision and states as follows:

1. Any treaty rights participant interested in gathering firewood, tree bark, maple sap, lodge poles, boughs, marsh hay or other miscellaneous forest products (except fruits, seeds, or berries not enumerated in County ordinances) from County land shall obtain a County gathering permit from the County forestry office. The County shall respond to the gathering permit request no later than 14 days after receipt of the request. The gathering permit shall indicate the location of the material to be gathered, the volume of material to be gathered, and conditions of the gathering of the material necessary for conservation of the timber and miscellaneous forest products on the County land, or for public health or safety.
2. The County may not deny a request to gather miscellaneous forest products on county property under this section unless: (a) the gathering is inconsistent with the management plan for the property, (b) the gathering will conflict with the pre-existing rights of a permittee or other person possessing an approval to conduct an activity on the property, including a contractor of the county or, (c) is otherwise inconsistent with conservation or public health or safety. See subchapter IV, Ch.NR13, Wis. Adm. Code.