

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, 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 approved, by the County Forest Administrator after discussion with the DNR Forestry Liaison. 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 20 % of the bid value (in the form of company check or bank money order) of each tract must accompany the bid as a bid bond, payable to Barron County. The successful bidders' bond will be cashed and held as an advance payment on stumpage.

505.5 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. 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 one bid opening 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 administrator's office.
2. Contracts are to be signed by the successful bidder within 10 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 10 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 any extension(s) and for closeout of the contract after cutting is completed. Performance Bond amount will be determined by the County Forest Administrator based on the size of the sale, Miles of road involved and other factors.

2. The bid bond may not be transferred to the performance bond .The successful bidders' bond will be held as an advance payment on stumpage. This encourages a timely completion of the sale.

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 and Contract Name

Every contract shall have a unique numerical number and depending on county policies/procedures shall have a unique name.

505.8.2 Contract Parties

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

505.8.3 Duration and Extension of Contracts

- A. All contracts begin on the date of signature of the Administrator. Contract MUST have a specific end date.
- B. A one year extension, if deemed necessary by the seller, may be granted at the same stumpage rate as the original contract. Each successive extension will have a progressive increase in stumpage rates as deemed by the County Forest Administrator.
- 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.

- E. The contractor may request a contract release due to severe physical or financial disability. The committee shall determine whether a release shall be granted and may withhold all or a portion of the bond deposit for damages.

505.8.4 Termination of Contract by Seller

All Timber Sale Contracts will contain the following Termination Clause; The County shall give the Purchaser notice in the event of a breach of the conditions of the contract. Upon issuance of such notice to the Purchaser, all operations authorized by this contract shall cease forthwith and continued operations shall be a trespass. Operations cannot be resumed without written authorization from the Barron County Forest Administrator. This is a protection to the county for breach of contract by the purchaser.

505.8.5 Performance Bond, Damages, Future Contracts

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

Examples of damages include:

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

505.8.6 Title to Timber

No products may be hauled from the Seller's property until scaled and paid for or payment has been arranged to the Seller's satisfaction in writing. Removing

products otherwise shall be a violation of this contract and considered theft.

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).

505.8.8 Utilization Specifications

Typical standards are the following:

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

Cordwood: 4” DIB small end to 10” DIB

505.8.9 Training Requirement

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

505.8.10 BMPs, Roads, Landings.

The Purchaser 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. 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.

BMPs, Roads, Landings will be addressed within the contract.

505.8.11 Soil Disturbance and Rutting

As a requirement of certification all Timber sale Contracts contain the Barron County Forest Timber Sale Soil Disturbance Guidelines.

505.8.12 Liability and Workers Compensation Insurance

All contracts will require proof of Liability Insurance and Workmen's Compensation 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 will be outlined in the Timber Sale prospectus.

Sales may be a combination Lump-Sum / Scaled or 100 % Scaled.

505.8.15 Other Contract Conditions

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

505.8.16 Attachments to Contract

Attachments to the contract will include a Timber Sale prospectus and map.

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. Mixed Hardwood category utilizes a weighted average formula.

505.12.2 Utilization Standards

Utilization standards will be specified on individual contracts to provide maximum utilization of all merchantable timber.

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. 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. Payment for wood products scaled is due within 14 days of billing.
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. Stumpage of fuelwood, Christmas trees, boughs, posts and poles and other special forest products for resale can be handled as a regular timber sale or as individual permits for home use.

(1) Priority for such permits shall be given to:

- a. First to Barron County residents and tribal members.
- b. Second to Barron County Landowners.
- c. Third all others.

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 ensure 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 commonly be removed but may be handled by a land use agreement in rare situations. For example, when the encroachment will be removed within a short and defined time period (e.g. septic system needs replacing, dilapidated structure needs to be rebuilt and relocated). 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.

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.

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 Property 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 Property 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 local permit coordinator (often county or local zoning office) in obtaining the necessary permits for nonmetallic mining operations.

Sand and gravel may, under some circumstances, 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 Property 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 Property Committee, other necessary County staff, Military, and DNR representatives will discuss the issue at a public Property 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 Property 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 Property 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 Property 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 on county forest lands unless the easement helps to

achieve the purpose of the County Forest Law Program.

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.

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. 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 legal 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 Barron County.

520.8 COMMUNICATION TOWERS

The siting of communication towers on the Barron County Forest will be considered by the Property 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.

525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

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.