

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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REV: 5/18/2021

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

Historically, Eau Claire County has determined 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 Parks and Forest Director and DNR Liaison forester shall jointly be responsible to see that the field work on sales is accomplished. Director 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 sale 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 and available on the county website www.co.eau-claire.wi.us. Ads shall be run once each week for two consecutive weeks, the last being at least one week prior to the bid opening. The department maintains an active list of bidders, who are each mailed a copy of the sale prospectus for each bid offering. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in 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. Minimum acceptable bid
3. Maps of sale areas
4. Special contract provisions
5. Procedures for bidding
6. Bid forms
7. Timber sales bond and advance stumpage schedule

505.4 METHOD OF BIDDING

Bids will be reviewed, and/or approved, by the Parks and Forest 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 or \$250 (whichever is greater) must accompany the bid as a bid bond, payable to Eau Claire County Treasurer.
3. Training "Certificate of Completion" for FISTA Training Standard.

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. Timber sales that do not sell via required advertised procedures are eligible for direct sale to responsible buyers, or can be advertised additional times. Direct sales may be sold at the minimum advertised or appraised value, whichever is less. (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 Parks and Forest Director'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. The performance bond will be equal to 25% of the total estimated bid value up to \$15,000, except no bond will be less than \$3,000. 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 county will not execute the contract until after the county receives proof of worker's compensation and the federal identification number of the logger. 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 will be issued for not less 6 months nor more than 24 months, unless otherwise stated on advertisement and/or contracts. Contracts will be dated to expire on January 1st or July 1st. Exceptions may be made in cases of extenuating circumstances.
- B. A one-year extension, if deemed necessary by the seller, may be granted at a 5% increase stumpage rate from the original contract. Each successive extension will have a progressive and compounded increase in stumpage

rates. (5% the first extension and 10% each extension thereafter).

Extension	Increase
1st	5%
2nd	10%
3 rd +	10%

- 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 or performance.

505.8.4 Termination of Contract by Seller

Contracts should have a termination clause. This is a protection to the county for breach of contract by the Purchaser.

- Per contract (page 6 in contract):
 - 15. The County reserves the right to order the Purchaser to temporarily terminate activities under this contract in the event of a manmade or natural disaster which has threatened or engulfed the area in which the sale is located, or in general, when conditions warrant such action. The County shall allow the Purchaser to resume activities hereunder upon notification.
 - 16. Upon written notice by the County, all operations of the Purchaser shall be suspended if, in the opinion of the County, the Purchaser is not in compliance with the conditions of the contract.
 - 17. The County, upon consultation with the DNR Forester, shall be the sole judge of contract conditions compliance. Once the County has ordered that operations of the Purchaser be suspended, the same may not be resumed without written authorization.

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

It is mutually understood and agreed upon by the parties hereto that as and for security of the entire amount of money due and owing under this contract, the title to and ownership of all standing timber situated upon the sale location as set forth shall remain in the County and, furthermore, that the County shall have a lien upon all timber harvested from the described location under the terms of contract, which lien shall apply against timber stored by the Purchaser and/or upon the proceeds which result therefrom. Said lien shall be and remain in the County until all payments required of the Purchaser under this Contract shall have been made and until the Purchaser shall have completed all other responsibilities called for under contract.

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). Depending upon Purchaser's credit status, tickets may have to be purchased in advance. Purchasers in good credit standing will be billed monthly.

505.8.8 Utilization Specifications

Utilization standards will be specified on individual contacts to provide maximum utilization of all merchantable timber and will be based on the scaling standards in 505.3.13(a)

Typical standards are the following:

- A. Softwood Saw: 9" DIB small end and larger
- B. Hardwood Saw: 10" DIB small end and larger
- C. Hardwood Bolts: 8" DIB
- D. Pulpwood all species: 4" DIB
- E. Other considerations: Contracts with no log volume and containing a separate bolt volume/price, all species of bolts will be required to be separated at 8" and above DIB at small end.

505.8.9 Training Requirement

Logging contractor and sale operators are to be compliant with the Wisconsin Sustainable Forestry Initiative® 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

- A. The contractor will be responsible for securing legal access to sale areas across non-county ownership property unless secured by forester when established.
- B. 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).
- C. Parks and Forest personnel will approve the layout of all woods trails and make other necessary special provisions within the sale contract.
- D. Skidding, decking, or other logging activity is not allowed within 33 feet of the centerline of County Forest roads, recreation trails, or ditches unless approved by the Parks and Forest Director or designee. These areas will be kept free from logging debris. County forest access trails will be maintained by the logger and be left in good as or better than the original condition at the close of the sale. County personnel will inspect access trails to insure minimal resource damage from the logging operation. If intersections are modified or created between logging tracts and County or Town roads, County or Town personnel must be notified prior to construction.
- E. A timber sale contractor may request permission to gate a timber sale access trail. The Director or designee may grant a gate permit to prohibit motorized traffic only by installation of a cable or gate. Whenever a timber sale access is blocked, a blaze board will be installed on the gate.

505.8.11 Soil Disturbance and Rutting

Goals:

The County's goals for the management of soil disturbances are to:

- i. Minimize inadvertent soil disturbances and potential adverse impacts to soil productivity, water quality, fish and wildlife habitat, and other natural resources.
- ii. Maintain trails and related structures to intended design standards.
- iii. Combine professional level expertise and operator experience in the formation of

- on-the-ground decisions.
- iv. Provide a protocol for identifying and responding to maintenance needs.

These goals and the interim guidelines are consistent with [Wisconsin Forest Management Guidelines and Wisconsin's Forestry Best Management Practices \(BMP's\) for Water Quality Field Manual](#).

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 DNR, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the County if not possessed by the Purchaser.

Purchaser's certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required.

505.8.11.1 Application of Soil Disturbance Guidelines

These guidelines apply to timber sales on county lands and to the county forest road system. These guidelines do not apply to intentional soil disturbances, such as mechanical site preparation or plowed firebreak construction. They are not applicable to soil disturbances caused by recreational users of recreational trails. In those situations, please refer to Wisconsin's Forestry Best Management Practices (BMP's) for Water Quality, Wisconsin Forest Management Guidelines, relevant handbooks, and other appropriate reference documents.

505.8.11.2 Management Expectation for Soil Disturbances

Soil disturbances, (soil compaction, rutting, etc.) may occur and be identified through two mechanisms – either as part of a timber sale contract on County lands or as part of county forest trail inventory and maintenance. These guidelines apply in both situations.

505.8.11.3 Timber Sales

Our management expectation is that all steps and precautions, including implementation of BMP's will be taken to avoid and minimize soil disturbances. If a timber sale has soil disturbances below the excessive threshold, then the expectation is that the contractor will evaluate the disturbance and determine what actions, if any are needed to repair or mitigate the effects of the soil disturbance.

If a timber sale has soil disturbances that exceed the excessive threshold, the expectation is that the contractor will contact the forester (or vice versa) and together they will evaluate the disturbance and determine what actions, if any, are needed to repair or mitigate the effects of the soil disturbance. The forester will meet on-site with the timber sale contractor and equipment operators. The forester and contractor will consider management goals and objectives, weather, site conditions, availability of equipment and other factors when evaluating repair and mitigation options.

Prior to closing a sale, the forester will ensure that any soil disturbances that may have occurred are properly addressed.

505.8.11.4 County Forest Trail System

Our management expectation is that all steps and precautions, including implementation of BMP's will be taken to avoid and minimize soil disturbances. If soil disturbances are found on a forest trail, county forest staff will inventory the disturbance and evaluate what actions, if any, are needed to repair or mitigate the effects of the soil disturbance. County forest staff will use the county forest trail inventory to prioritize and develop plans to address soil disturbances. If a forest trail is being used in association with a timber sale, then the forester should be notified to help determine who is responsible for making repairs.

505.8.11.5 Excessive Soil Disturbance Determinations

A soil disturbance is "excessive" if it has exceeded the threshold (see Table 1). An area with an excessive soil disturbance requires special attention

from a forester (if part of a timber sale) or from county forest staff (if part of the county forest trail system). Excessive soil disturbances require special attention to evaluate the effect of the soil disturbance and to develop repair options or mitigation recommendations. Classifying a soil disturbance as “excessive” does not mandate closing a timber sale or a forest trail; however, actions should be taken, as appropriate, to minimize further soil disturbances.

Table 1. Interim Threshold for Soil Disturbances

<u>County Forest Infrastructure</u>	Soil Disturbance is excessive if:
Trails, Landing, Skid Trails, and General Harvest Area	<ul style="list-style-type: none"> • A gully or rut is 6” deep or more and is resulting in channelized flow to a wetland, stream, or lake.
Trails, Landing, and Primary Skid Trails	<ul style="list-style-type: none"> • In a riparian management zone (RMZ) or wetland, a gully or rut is 6” deep or more and 100’ long or more. • In an upland area (outside of RMZ), a gully or rut is 10” deep or more and 66’ long or more.
Secondary Skid Trails and General Harvest Area	<ul style="list-style-type: none"> • Gully or rut is 6” deep or more and 100’ long or more.

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 for 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.

Definitions and Terms

A gully is an erosion channel cut into the soil along a line of water flow.

A rut is an elongated depression caused by dragging logs or by wheels or tracks of harvesting machinery, equipment, or other vehicles. Ruts are often exacerbated by

erosion from uncontrolled storm water runoff.

A primary skid trail is used for three or more passes. A secondary skid trail is used for one or two passes.

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 wood is to be scaled by a County employee before being removed from sale area, unless the ticket system is used, or the sale is a lump sum. No firewood, hand peeled, or machine peel aspen can be hauled from the sale area using the mill ticket system.

Cordwood Weight-Tons/Cord	
Species	Weight
Red Pine	4500
Jack Pine	4250
White Pine	4200
All Oak	5500
White Birch	4800
Mx Hardwood	4600
Aspen	4500
Basswood	3850
Spruce	4000

Whole Tree Chip-Ton/Cord	
Species	Weight/Cord
Mx Hardwood	2.93 ton/cord
Aspen	2.93 ton/cord
All Oak	3.58 ton/cord
Red Pine	2.93 ton/cord
Jack Pine	2.77 ton/cord
White Pine	2.73 ton/cord

505.8.14 Forest Certification

The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100% and the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100%.

505.8.15 Other Contract Conditions for Consideration

Utilization Requirements:

- a. All trees containing one pulp stick with a 3-1/2" minimum top diameter shall be utilized.
- b. Other conditions:
 - No heavy equipment track/wheel activity will be allowed within 15 feet of wetlands.
 - In regeneration harvest areas, 50% of the trees within 15 feet of a wetland may be harvested. Favor longer lived species such as oak, pine, and maple.
 - In selective harvest areas, harvest trees as marked. Leave any marked trees that cannot be harvested within the 15-foot equipment limitation.
 - Equipment travel is not permitted in the bottom of drainage ways or immediately adjacent to wetlands. This may require advanced planning and may exclude some areas from harvest.
 - All snags (including down, large trees) will be left undisturbed unless they present an immediate safety hazard.

Slash Disposal:

All slash must be in direct contact with the ground during the cutting operation. Slash piles shall not exceed two (2) feet in height and should be displaced uniformly along the forest floor. No slash is allowed in streams, ditches, roads, swamps, trails or across blue paint lines. Do not pile slash into drainage areas where runoff may wash slash into streams, lakes, or wetlands.

Debris Disposal:

Any debris or material not natural to the land shall be properly disposed of as it is generated. Purchaser will be subject to penalty for littering on logging sites.

Stump Height:

- a. Maximum - shall not exceed stump diameter or five (5) inches above ground level, whichever is greater.
- b. Minimum - on log sales, do not cut below the paint mark on the stump.

Independent Contractor Status:

It is agreed by and between the parties hereto that at all times and for all purposes within the scope of this contract, the relationship of the Purchaser to the County shall be that of an independent contractor and not that of an employee. No statement contained in this contract shall be construed so as to find either the Purchaser or any of his or her employees, agents, or officers, to be an employee of the County, and the Purchaser shall not be entitled to any of the rights, benefits, or privileges of County employees, unless expressly stated to the contrary herein.

Indemnification:

The Purchaser hereby understands that they shall indemnify the County against any personal injuries or property damages and resultant losses which he/she or any of his/her employees or agents may sustain due to the condition of the land.

505.8.16 Attachments to Contract

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

- Addendum #1 FIN and Workers Comp Insurance Coverage
- Addendum #2 Release of Liability
- Addendum #3 Mill Scale Ticket System for Pulpwood Scaling
- Addendum #4 Subcontractors Acknowledgement of Responsibility
- Addendum #5 Prepay Haul Ticket System
- Timbersale 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 Parks and Forest. 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 sale 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. Peeled wood will be converted to the standard cord by adding 12.5% for sap-peeled and adding 25% for machine-peeled wood to the gross volume of wood measured. 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 that are not already listed on the Eau Claire County Forest listed conversion factors.

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 505.12.1(1).

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 uses serialized three-part tickets. The white copy will be placed in the site box prior to truck departure. The yellow copy is to be returned to the County with accompanying mill statement. The pink copy is to be retained by the Purchaser. Mill scale will be accepted for volume determination.
2. Parks and Forest or DNR personnel may also scale wood on the landing. This method will always be used for saw logs and may be used for pulpwood if the ticket system is not used. Payment for wood products scaled is normally due within 30 days of billing.
3. Lump sum sales may also 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.
4. An interest charge of 18% annual percentage rate (1.5% monthly) will be added to all account balances more than 30 days past the billing date.

505.13 SPECIAL FOREST PRODUCT PERMITS

1. A written permit for harvesting fuelwood for personal use must be purchased for a specific area designated on the permit.
2. Fuel-wood permit areas will be initially offered for sale by sealed bids. After the bids are awarded, unsold permit areas will be offered for direct sale for the

minimum bid price. A maximum of one permit can be sold to per household per firewood season.

3. Written permits may be issued for special forest products for community or personal use, with fees established by the Parks & Forest Committee.

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 Parks and Forest Director, county legal counsel, and the DNR, will decide 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 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) may be removed or handled by a land use agreement. Sale or transfer of the encroachment should remain an option depending on the circumstances involved and the viability of an adverse possession claim (s. 893.29 Wis. Stats.).
 - C. Provisions in the land use agreement, if that option is pursued, may include granting the encroacher permission to encroach on the County Forest lands with the following stipulations: no other encroachments will be allowed; the permit is non-transferable; the County must be notified once encroachment is terminated; County continues full ownership and control of property; permittee agrees to waive any rights to any future declaration of ownership or interest in the encroached county property; County reserves the right to cancel the permit and the permit is to be filed in the office of the County Forestry Department and all fees related to the land use permit shall be paid by the permittee.
 - D. A copy of the actual Land Use Agreement can be found in Chapter 1000, 1010.4.

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 Parks and Forest 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 Parks and Forest Director. 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 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 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 on County Forest lands unless the easement helps to achieve the purposes 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 by 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 of \$200 will be assessed by the Committee for access permits. The Committee may elect to increase renewals or 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:

- A. No legal easement will be granted, just permission to cross county lands.

- B. Permit is non-transferable. New landowners must apply to continue the land use agreement.
- C. Access improvements and upgrading must be approved and will be supervised by the Parks and Forest staff. Prior notification of three (3) days is required before work starts.
- D. All wood cut from county forestland is the property of Eau Claire County.
- E. Access must be open to the public and no gate may be erected on county land.
- F. The County continues full ownership of the improved access; however, it shall not be liable for maintenance or upkeep of the access.
- G. Permittee waives any rights to any declaration of ownership or interest in the access on county land as a result of this "Access Permit". The access permit is granted upon the signature and any fees being charged by Eau Claire County.
- H. A fee is charged for an access permit.
- I. Standard Land Use Agreement Access permit is included as an exhibit in Chapter 1000, 1010.4.

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 Eau Claire County.
4. The fee for such a land use agreement would be set by the Parks and Forest Director with approval from the Parks and Forest Committee.

520.8 COMMUNICATION TOWERS

The siting of communication towers on the Eau Claire 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. The fee for such a land use agreement would be set by the Parks and Forest Director with approval from the Parks and Forest Committee.
5. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8).

520.9 OTHER

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

525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

Ordinance No. 136-08, adopted by the County Board of Supervisors of the County of Eau Claire on April 21, 1992 , authorizes Eau Claire County to require permits for gathering miscellaneous forest products on County land by Native American treaty rights participants. The ordinance, Section 16.10 of the General Code of Eau Claire 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.