

- contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
49. **MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING** – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
  50. **MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING** – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
  51. **MOBILE RECREATIONAL VEHICLE** – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
  52. **MODEL, CORRECTED EFFECTIVE** – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.
  53. **MODEL, DUPLICATE EFFECTIVE** – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
  54. **MODEL, EFFECTIVE** – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
  55. **MODEL, EXISTING (PRE-PROJECT)** – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.
  56. **MODEL, REVISED (POST-PROJECT)** – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
  57. **MUNICIPALITY" or "MUNICIPAL** – The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.

58. NAVD" or "NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.
59. NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.
60. NEW CONSTRUCTION – For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it includes any structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.
61. NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)
62. NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
63. OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
64. OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.
65. OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.
66. ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
67. PERSON – An individual or group of individuals, corporation, partnership, association, municipality or state agency.

68. **PRIVATE SEWAGE SYSTEM** – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.
69. **PUBLIC UTILITIES** – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.
70. **REASONABLY SAFE FROM FLOODING** – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
71. **REGIONAL FLOOD** – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
72. **START OF CONSTRUCTION** – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
73. **STRUCTURE** – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
74. **SUBDIVISION** – Has the meaning given in s. 236.02(12), Wis. Stats.
75. **SUBSTANTIAL DAMAGE** – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
76. **SUBSTANTIAL IMPROVEMENT** – Any repair, reconstruction, rehabilitation,

addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not, however, include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

- 77. UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
- 78. VARIANCE – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
- 79. VIOLATION – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.
- 80. WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.
- 81. WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
- 82. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

11.00

**FEES**

Permit, inspection, and administrative fees shall be set and amended as necessary from time to time by the Zoning Committee without amending the entire ordinance. Fee schedules are available at the County Zoning & Sanitation Department office.

**Enacted August 22, 2012**

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



RESOLUTION NO. 12 – 47

DATE: August 22, 2012

INTRODUCED BY: Executive Committee

SYNOPSIS: Extending Reclassification Freezes Through The End Of 2013.

WHEREAS, the Juneau County Board of Supervisors on May 30, 2008 passed Resolution No. 08-28 and enacted Ordinance No. 08-01, a true copy of which is attached hereto for easy reference, and Article Two of said Ordinance provides for a freeze on consideration of reclassification requests for the year 2009; and

WHEREAS, the aforesaid Article Two further provides that the County Board may extend the freeze provision for additional years if the fiscal circumstances of the County so require; and

WHEREAS, the fiscal circumstances of the County require that the freeze provision be extended through the end of calendar year 2013, and such an extension will serve the best interests of Juneau County and its citizens;

NOW, THEREFORE BE IT RESOLVED that the Juneau County Board of Supervisors shall and hereby does extend the existing freeze on reclassifications and direct the Personnel Committee not to consider reclassification requests for the years 2012 and 2013.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON AUGUST 22, 2012.

EXECUTIVE COMMITTEE:

Alan K. Peterson, Chairperson

Edward R. Brown III

Michael Kelley

Adopted by the Juneau County Board of Supervisors  
this 22<sup>nd</sup> day of August, 2012.

Kathleen C. Kobylski, County Clerk

Motion to amend Resolution 12-47 made by Wenum, seconded by Robison to add at the end of the third paragraph which begins "Now Therefore Be It Resolved," delete the period and add "except that any request for reclassification initiated prior to the adoption of this Resolution shall be acted upon during September, 2012.

Roll Call: 3 ayes: Wenum, Robison, Lally.

17 nays: Arnold, Brounacker, Brown, Feldman, Granger, Kelley, Kolba, Koscal, Larson, Marchetti, Niles, Seamans, Tadda, Wafle, Willard, Wollmer, Peterson.

1 absent: Carlson.

Motion to amend failed.

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



Resolution: # 08-28  
Ordinance # 08-01

Date: May 20, 2008

## ORDINANCE REQUIRING COUNTY BOARD REVIEW OF FILLING ALL VACANT POSITIONS AND FREEZING RECLASSIFICATIONS

WHEREAS, Juneau County's financial position continues to deteriorate as the result of the slowdown in the national economy, revenue caps and reductions in federal and state funding of mandated services;

WHEREAS, actions by the Federal and State governments have left the County no alternative but to take measures to restrict spending, and personnel costs are the highest component of County spending;

NOW, THEREFORE,

The County Board of Supervisors of the County of Juneau does hereby ordain as follows:

Article One. Section 4.01 of the Juneau County Code of Ordinances is created to read:

Procedure for Filling Vacant Positions.

Whenever an incumbent employee retires, resigns or is terminated, the position shall be vacant.

No vacant position may be posted or advertised, or an offer of employment made, until the County Board authorizes filling the vacant position.

When a Department Director learns of a vacancy in a position, the Director shall evaluate whether the position's duties may be assigned to other positions, consolidated with duties of an employee in another department, or provided by other service providers. If the Department Director concludes that there is no practical alternative to filling the position, the Director may request the supervising committee for the Department to review refilling the position. If the standing committee recommends refilling the position, the recommendation shall be reviewed by the Personnel Committee.

The Personnel Committee shall meet with the Department Director and discuss alternatives to filling the position. The Personnel Committee shall report to the County Board on whether the position should be refilled, consolidated, modified, left vacant or abolished. Every effort shall be made to use alternatives to filling vacant positions, including mandating overtime of remaining positions to perform work, consolidating positions, and implementing technology to eliminate the need for positions.

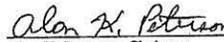
The County Board shall consider whether or not to refill each vacant position in light of the standing and Personnel Committees' recommendations. The County Board's decision on whether to fill a vacant position shall be final.

The County Board Chairperson may authorize filling a vacant position with a limited term employee if the Chairperson determines that it is necessary to do so to address emergency needs. The person selected as an LTE shall not be entitled to the position, in the event that the County Board determines to fill the position, unless the person is selected through the regular process.

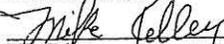
Article Two. Non-codified Provision. As a result of the County's fiscal circumstances, the Personnel Committee is directed not to consider reclassification requests for 2009. The County Board reserves the right to extend this provision for additional years if the fiscal circumstances of the County so require.

Article three. This ordinance shall be effective upon its adoption.

EXECUTIVE COMMITTEE

  
Alan K. Peterson, Chairman

  
Edward R. Brown, III

  
Mike Kelley

Adopted by the Juneau County Board of Supervisors  
This 20th day of May, 2008

  
County Clerk

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



RESOLUTION No. 12 – 48

DATE: August 22, 2012

INTRODUCED BY: Highway and Public Works Committee

**SYNOPSIS: Authorizing a Purchase Agreement with Hartje Lumber, Inc. for Materials to Construct a Cold Storage Building near the Public Works Building.**

**FISCAL NOTE:** Contract price of \$71,132.93, of which \$50,000 is to be paid from the Contingency Fund and the balance is to be paid from current year sales of salvage, equipment and materials and existing funds in the current Public Works budget.

**WHEREAS,** there is a need for a cold storage building to house equipment from the Juneau County Emergency Management Department and the Juneau County Highway and Public Works Department; and

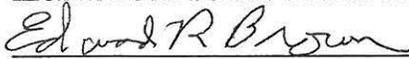
**WHEREAS,** plans have been approved by the Highway and Public Works Committee and the Finance Committee for construction of an 11,520 Sq. Ft. (90' by 128') pole-type cold storage building to the south of the Juneau County Public Works Building at 930 East State Street in Mauston, to be constructed by the Juneau County Highway and Public Works Department with materials to be purchased through a public bidding process; and

**WHEREAS,** bids for materials only were opened on August 8, 2012, and the lowest qualified bidder was Hartje Lumber, Inc., E4525A Schuette Road, Post Office Box 389, La Valle, Wisconsin 53941-0389, which was in the sum of \$71,132.93;

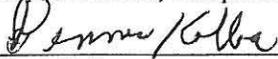
**NOW, THEREFORE, BE IT RESOLVED,** that the Juneau County Board of Supervisors shall and hereby does authorize the purchase of materials for the above-described cold storage building to be constructed by the Highway and Public Works Department, at a purchase price of \$71,132.93 under contract with Hartje Lumber, Inc. of La Valle, Wisconsin.

**INTRODUCED AND RECOMMENDED FOR ADOPTION ON AUGUST 22, 2012.**

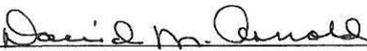
**HIGHWAY AND PUBLIC WORKS COMMITTEE:**



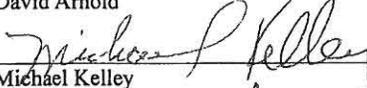
Edward R. Brown, Chairperson



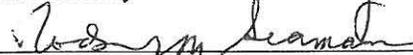
Dennis Kolba



David Arnold

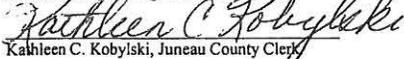


Michael Kelley



Rodney M. Seamans

Adopted by the County Board of Supervisors of  
Juneau County on August 22, 2012



Kathleen C. Kobylski, Juneau County Clerk

# Juneau County Board of Supervisors

Courthouse, 220 East State Street  
Mauston, Wisconsin 53948



RESOLUTION NO. 12 - 49

DATE: August 22, 2012

INTRODUCED BY: Lands, Forestry, Parks, and Zoning Committee

SYNOPSIS: Amending the Juneau County Forest 15-year Comprehensive Land Use Plan

FISCAL NOTE: None.

WHEREAS, Juneau County has lands enrolled as County Forest pursuant to Wis. Stats. § 28.11; and

WHEREAS, the County Board of Supervisors on January 16, 2007, adopted Resolution No. 07 - 04 approving the Juneau County Comprehensive land Use Plan for a period of 15 years (2006-2020); and

WHEREAS, said Plan is a dynamic document to be revised as changing conditions require; and

WHEREAS, subsection (5)(a) of the above referenced State statute requires said Plan amendments be approved by the County Board of Supervisors and the Department of Natural Resources; and

WHEREAS, Plan amendments for the fifteen year period encompassing 2006-2020 have been prepared by the Juneau County Land, Forestry, Parks, and Zoning Committee and are submitted for approval before the Juneau County Board of Supervisors;

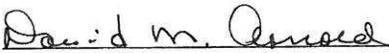
NOW, THEREFORE, BE IT RESOLVED that the Juneau County Board of Supervisors shall and hereby does ordain that the Juneau County Forest 15-year Comprehensive Land Use Plan shall be amended as shown in the attached document, adding the highlighted portions on pages 2 and 8 of the Juneau County Timber Sale Contract; and

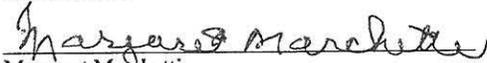
BE IT FURTHER RESOLVED that the Juneau County Land, Forestry, Parks and Zoning Committee is directed to forward the aforesaid amended plan to the Wisconsin Department of Natural Resources for its approval.

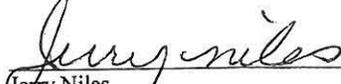
INTRODUCED AND RECOMMENDED FOR ADOPTION ON AUGUST 22, 2012.

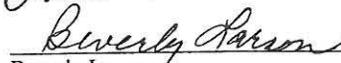
LANDS, FORESTRY, PARKS, AND ZONING COMMITTEE:

  
Edmund Wafle, Chairperson

  
David Arnold

  
Margaret Marchetti

  
Jerry Niles

  
Beverly Larson

Adopted by the County Board of Supervisors of  
Juneau County on August 22, 2012.

  
Kathleen C. Kobylski, Juneau County Clerk

## JUNEAU COUNTY TIMBER SALE CONTRACT

FOREST STEWARDSHIP COUNCIL®  
SCS-FM/COC-000083G-j  
FSC-100%

SUSTAINABLE FORESTRY INITIATIVE®  
\*NSF-SFIS-1Y943

Contract No. «ContractNO»      Tract: «Tract»

This contract is entered into by and between Juneau County, Wisconsin, by its Land, Forestry, Parks and Zoning Committee, hereinafter referred to as the "Seller," and «Purchaser», hereinafter referred to as the "Purchaser".

In consideration of the agreements set forth below, to be kept and performed by the Purchaser, the Seller authorizes the Purchaser to cut and remove timber or other forest products as described below.

### **1. Contract Term:**

The term of this contract shall be from March 12, 2012 through and including June 30, 2013.

### **2. Location of Timber/Forest Products To Be Sold:**

«Location»

### **3. Cutting:**

Purchaser shall cut in the area(s) indicated on the Timber Sale Map, attached hereto as Addendum A, and incorporated by reference as if fully set forth herein.

### **4. Training and Safety Requirements:**

To promote maximum benefit to the environment, the health and welfare of our logging contractors, and to adhere to requirements of forest certification standards, effective January 1, 2006, Juneau County shall require training of its logging contractors. Successful purchasers of Juneau County stumpage shall ensure that the actual logging contractor complies with the Wisconsin Sustainable Forestry Initiative (SFI) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website [www.fistausa.org/sfi\\_standards](http://www.fistausa.org/sfi_standards) or by contacting the Forest Industry Safety & Training Alliance (FISTA). Documentation confirming completion of the training standard shall be required prior to starting sale.

The Purchaser, employees, subcontractors, subcontractor's employees and any such individual engaged in work towards the furtherance of this Contract shall conduct their activities in a safe and professional manner, shall cooperate in making it possible for the Sale Administrator to safely, efficiently, and economically perform his, her or its administrative duties, and shall comply with Federal and State safety standards for logging operations as established by the United States Department of Labor, Occupational Safety and Health Administration (OSHA; 29 Code of Federal Regulations 1910 and any other such applicable regulations promulgated by OSHA) and as required by Wisconsin State law. The Purchaser, not the County, is responsible for instituting and maintaining all precautions, procedures, and programs for the safety all persons on the project site, and the County hereby disclaims any and all responsibility for injuries or accidents occurring at the site throughout the term of Contract.

**5. Performance Bond:**

The Purchaser, before cutting any material covered by this contract, shall remit to the Juneau County Treasurer a cash performance bond or letter of credit in the amount of «PerformanceBond». Said bond shall be returned to the Purchaser at the close of the contract minus any deductions for damages resulting from Purchaser's violation(s) of this contract as determined by the Juneau County Forest Administrator.

**6. Insurance:**

Prior to performance under this contract, Purchaser shall also provide the Seller with a Certificate of Insurance, countersigned by a Wisconsin resident agent, confirming that Worker's Compensation Insurance Coverage is provided for persons working under the contract for its duration. Said Certificate shall include the provision that the insurer shall notify the Seller at the County Forestry Office, 650 Prairie Street, Mauston, Wisconsin 53849, within five (5) days of any change in its terms and twenty (20) days prior to its termination.

Further, Purchaser shall, prior to conducting work under this contract, provide the Seller with a Certificate of Insurance, countersigned by a Wisconsin resident agent, confirming that Public Liability and Property Damage Insurance in the following amounts is maintained during the life of the contract against any claim(s) which might occur in carrying out the contract:

- \$100,000.00 Single Limit Liability, or
- \$300,000.00 Bodily Injury Per Person
- \$100,000.00 Per Occurrence, and
- \$300,000.00 Property Damage

Such Certificate shall also provide that Juneau County, including its agents and employees, is a named insured and that the insurer waives the defense to said claims of sovereign or governmental immunity, and it shall provide that the insurer shall notify the Seller promptly upon any change of the terms or conditions, or termination, of the policy.

**7. Scaling and Conversion Factors:**

- a. All sawlogs shall be separated from pulpwood when piled.
- b. The Scribner Decimal C Log Rule shall be used for scaling sawlogs. All sawlogs shall be scaled on the premises and prior to hauling. Removal of sawlogs before scaling by Seller shall be considered a breach of contract and subject to a penalty. Scaled sawlogs shall be marked by the Seller.
- c. All logs should be decked with the small end facing the trail. The log end facing the trail shall be scaled. Log lengths shall be marked on the small end with a lumber crayon if random lengths are cut.
- d. The Seller may inspect trucks hauling forest products from the premises and check scale at any time.
- e. When peeled cordwood is measured, it is agreed that 12.5% shall be added to hand peeled or ring debarked volume, and 25% shall be added to other machined peeled volume to compute equivalent unpeeled volume.
- f. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
- g. 24 hour notice is required for all scaling.
- h. All logs shall be piled in piles convenient for scaling and shall not be removed until scaled by an authorized representative of the Forestry Department. No sawlogs are to be removed from the sale site until scaled.

**8. Pulpwood Mill Scale System:**

- a. All pulpwood shall be scaled using the mill scale system. On mixed species loads, the entire load shall be billed at the stumpage rate for the highest value species included on the load.
- b. Ticket books shall be issued when the contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the contract.

- c. Each ticket shall be in triplicate and shall represent one load. The price of the ticket shall be the average load size times the price per ton of the species it represents. When multiple species are included in a sale, the price of the ticket shall be the average load size times the weighted average price per ton of the species it represents.
- d. Tickets are issued for the contract specified on the cover of the ticket book and shall not be used for any other contract. The Purchaser agrees to report all the information requested on the ticket for each load of unscaled cut products removed from the premises.
- e. Prior to hauling any timber, the Purchaser shall make arrangements with all buyers of cut timber from the premises to return copies of scale slips to Seller attached to corresponding tickets. Electronic mill scale slips of matching tickets shall also be accepted from mills.
- f. A list of all truckers that will be hauling wood from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
- g. Lock boxes shall be placed at road access points convenient to the Purchaser.
- h. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly, completely and accurately filled out and deposited in the lock box.
- i. Failure to deposit tickets in boxes provided by the Seller each time a load of cut timber leaves the sale area shall be considered a breach of contract. Purchaser agrees to pay double the stumpage rate for each load so removed. Further, removal of cut timber without depositing a ticket in the lock box may be considered felony theft; and it also may result in contract cancellation and bond forfeiture.
- j. While transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the ticket applicable to the load.
- k. Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the wood is scaled, and it shall be attached to a duplicate copy of the scale slip. Both shall be returned promptly to Seller. Electronic mill scale slips of matching tickets shall also be accepted by Seller.
- l. Rail Car Shipment to a Mill: The appropriate portion of the ticket shall be attached to the bill of lading for the car. At the mill the ticket shall be attached to a copy of the scale slip and then immediately returned to the Seller.
- m. The mill scale slip that corresponds to the lock box ticket must be received by the seller within 30 days of the hauling or a minimum of 15 cords per load shall be billed.

- n. Weight conversion factors shall be based on Wisconsin Department of Natural Resources Timber Sale Handbook page 12-1, included as Addendum B. Weight conversion for Black Oak shall be the same as Red Oak (5,500 pounds per cord). Mixed Hardwood species shall use a weight conversion of 4,550 pounds per cord based on the reality that most of Juneau County's hardwood pulp is soft maple.

**9. Payments:**

- a. Payments shall be calculated on the stumpage rates indicated in Section 13 hereafter multiplied by the scale received from the mill or taken by the Forestry Department. Billings shall be sent every two weeks to the Purchaser and payment shall be made within 30 days of invoice date. Interest of 1 ½% per month shall be charged after 30 calendar days. Payment shall be made on all products severed from the stump.
- b. If any other procedure for billing is needed it shall be approved prior to the sale starting by the Land, Forestry, Parks and Zoning Committee.
- c. If stick scale for pulpwood/cordwood is requested on a sale, stumpage payments shall be based on 4' x 4' x 100" standard cord measure and then converted to weight for billing.
- d. If the Land, Forestry, Parks and Zoning Committee grants an extension on timber sales, it has the discretion to increase stumpage rates up to 5% on the remaining uncut stumpage.
- e. If wood is cut but not utilized, the volume of such cut wood shall be estimated and payment for the wood shall be deducted from the performance bond when it is returned to the Purchaser.
- f. Unmarked or undesignated trees cut or injured and any marked or designated trees injured and/or left shall be paid for at double the stumpage rate specified.

**10. Harvesting/Cutting Requirements:**

- a. The County Forest Administrator shall be advised 24 hours prior to commencement of cutting.
- b. Any roads, landings or trails must meet with the approval of the County Forest Administrator prior to construction.
- c. All roads existing before or created during the timber sale shall be repaired in order to permit vehicular travel over them.