

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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**CHAPTER 500**

REV: 06/06/19

**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. The Wisconsin Forest Inventory and Reporting System (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 \$3,000 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 review.

### **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. Additional bid openings can be offered as needed.

### 505.3 PROSPECTUS

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

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

### 505.4 METHOD OF BIDDING

Bids will be reviewed, and/or approved, by the Land, Forestry, Parks and Zoning 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 ton, cord or per thousand board feet for each species offered and the total for each species bid. The total value of the timber sale bid shall be indicated on both scaled and lump sum bids. The total bid value must meet or exceed the advertised sale minimum.
2. A minimum of 20% of the bid value of each tract must accompany the bid as a bid bond, payable to Juneau County.

### 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 15 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 15 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 is recommended to be in effect for a period of time equal to the term of the contract, plus 1 year beyond the contract expiration date. This timeframe generally allows for one contract extension prior to close-out. In cases

where a contract needs a second extension, an extension of the Letter of Credit will also be required.

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 prospectus and 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 5% increase in stumpage rates. All extensions are made at the discretion of the Juneau County Land, Forestry, Parks & Zoning committee.
- 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. This includes but is not limited to the assessment of double stumpage for any timber left on the sale
- 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

Contracts may be terminated by the seller if it is determined by the County Forest Administrator that there has been a breach of contract by the purchaser. If the contract is terminated, the performance bond would be forfeited by the purchaser and additional damages may be sought if necessary.

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

A performance bond is required for all timber sales in an amount equal to 20% of the estimated value of the timber sale. The performance bond is to be submitted along with the signing of the contract. All or a portion of the performance bond may be forfeited if a breach of contract is identified by the County Forest Administrator. Damages in excess of the performance bond may be pursued. At the committee's discretion, the contractor may be banned from future purchase of county timber sales

#### 505.8.6 Title to Timber

Title to timber will remain with the county until the timber has been paid under accordance with the contract.

#### 505.8.7 Payment Schedule

Wood harvested from the sale area must be accounted for and payment made in accordance with existing policy and procedure.

1. All payments for all timber bid and harvested are due net 30 calendar days after billing.
2. For all accounts that have not been paid after 30 calendar days, 1 ½% Interest will be charged to the accounts. All such income earned under this procedure will be credited as timber sale interest income.

#### 505.8.8 Utilization Specifications

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

#### 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

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.

#### 505.8.11 Soil Disturbance and Rutting

As a requirement of certification all contracts must have a rutting policy in the contract.

**Rutting Policy:** Purchaser shall act consistently with the Wisconsin Department of Natural Resources Timber Sale Handbook page 63-7:

- a. Purchaser shall take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser shall work cooperatively to mitigate and repair any and all instances of soil disturbance.
- b. Excessive soil disturbance (as defined in Table 1) shall not be tolerated.

Purchaser shall contact Seller in the event of an excessive soil disturbance.

**Thresholds for Soil Disturbances**

<b>Timber Sale Infrastructure</b>	<b>Soil disturbances are excessive if:</b>
Roads, Landings, Skid Trails, and General Harvest Area	<ul style="list-style-type: none"><li>• A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.</li></ul>
Roads, Landings, and Primary Skid Trails	<ul style="list-style-type: none"><li>• In a Riparian Management Zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.</li><li>• In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more</li></ul>
Secondary Skid Trails and General Harvest Area	<ul style="list-style-type: none"><li>• A gully or rut is 6 inches deep or more and 100 feet long or more.</li></ul>

Note: The depth shall be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth shall be measured to the less of the two depths (the “top” of the lug). The length shall be measured from the start of the “too deep” section of rut to the end of the “too deep” section. Measurements are not cumulative.

505.8.12 Liability and Workers Compensation Insurance

All contracts will 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.

Contracts should include the following language:

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.

#### 505.8.13 Scaling and Conversion Factors

The majority of timber sales will be sold as mixed products on a per ton basis. These products will be weight scaled when delivered and will be paid according to the procedure found in 505.8.7. When products need to be scaled at the landing it will be done using the following procedures.

A. All sawlogs shall be separated from pulpwood when piled if timber sale included sawlog products.

B. The Scribner Decimal C Log Rule shall be used when scaling sawlogs. All sawlogs shall be scaled on the premises and prior to hauling unless approval is granted by the Seller. 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. For timber sales including sawlog products, no sawlogs are to be removed from the sale site until scaled.

I. Wood products can be scaled at the landing if being delivered to approved

mills that do not have weight scaling.

J. Conversion factors found in the DNR Timber Sale Handbook will be used in the scaling of forest products when needed.

#### 505.8.14 Forest Certification

Juneau County Forest is committed to forest certification and the standards that are established by the certification bodies. Language within the contracts should be consistent with the following:

Forest products may be delivered to the mills as 100% certified so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

#### 505.8.15 Other Contract Conditions

- A. Stump heights: Maximum stump height shall be one-half the diameter of the tree, but shall not exceed 12 inches in height.
- B. Slash requirements: Slash must be scattered and should not exceed 24 inches in height.
- C. Cleanup of sale area: Roadways and trails shall be kept free of brush, logs, and wastes resulting from the operations.
- D. Forest fire prevention: The Purchaser shall cooperate with Forest Fire Control Officers to prevent and suppress forest fires and dispose of brush as directed and comply with all state laws regarding timber slash disposal.
- E. Survey monument restriction
- F. Indemnification: If the Purchaser is in non-compliance, the Seller shall

retain all monies paid under this contract. The seller may also pursue any damages in excess of the monies already paid.

- G. Independent contractor: The relationship of the parties hereto is that of independent contractors. The parties hereto are not deemed to be agents, partners or joint venturers of the others for any purpose as a result of this Agreement or the transactions contemplated thereby.
- H. Assignment (sub-contracting): This contract may not be assigned in whole or in part without the written agreement of Juneau County.
- I. Right of inspection by seller: The seller retains the right to inspect the sale at any time to ensure compliance.

#### 505.8.16 Attachments to Contract

The timber sale map and prospectus, which includes the sale harvest specifications, will be included as attachments to all timber sale contracts.

### 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.

##### 505.11.1 Contract Violations

If contract violations are identified they will be addressed by employing the following procedure:

- A. The administrator, or designee, will attempt to resolve inadvertent or minor violations by verbal contact with the contractor.
- B. The administrator, or designee, may immediately suspend logging operations when a serious or emergency situation arises.
- C. The suspension will be followed by written notice to the contractor, stating the nature of the violation and informing them of committee action taken or pending.
- D. The committee, in consultation with legal counsel, may consider, but is not limited to the following remedies:

1. Charge double stumpage
2. Charge for actual damages
3. Suspend contract
4. Retain all deposits
5. Foreclose on cut forest products on sale
6. Refer to District Attorney for prosecution
7. Seek civil damages in addition to the performance bond.

E. Suspension of operation will remain in effect until receipt of written notice from the county.

F. Failure of the contractor to comply with the committee decision may result in the contractor becoming a non-qualifying and ineligible bidder in the future. At the committee's discretion, the contractor may be banned from future purchase of county timber sales All deposits may be retained and forest products on sale areas may be seized and sold by the county.

## 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:

*Examples:*

- *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 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.

#### 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 section 505.12.1.

#### 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 utilizes serialized three-part tickets that must be paid for in advance, based on the approximate stumpage value of the wood to be hauled. One ticket must accompany each load of wood to the mill. Mill scale will be accepted for volume determination.
2. Wood may also be scaled on the landing. This method is generally used for sawlogs if sawlog products are specified by the contract, or if products are being delivered to an approved mill that does not scale by weight.. Payment for wood products scaled in normally due within 30 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. A written permit for taking fuelwood for personal use must be purchased for a specific area designated on the permit. The cost and terms of fuelwood

permits will be established by the Juneau County Land, Parks & Forestry Committee.

2. A written permit for cutting boughs for personal use will be issued for a specific area designated in the permit. Bough payment rate will be set by the Juneau County Land, Parks & Forestry Committee.
3. Written permits may be issued for special forest products for community or personal use, with fees established by the \_\_\_\_\_ committee.
4. Moss tags will require an annual contract with pre-paid stumpage bale tags.
5. An annual summary report of cut products sold by permit will be filed with the DNR using Timber Sale Notice and Cutting Report (Form 2460 – 1).

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

## **510 TIMBER THEFT**

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

### **510.1 TIMBER THEFT INVESTIGATION**

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

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

## 515 ENCROACHMENTS

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

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

## 520 SPECIAL USES

1. Recognizing the vast potential for a variety of special uses of the County Forest by governmental units, businesses, organizations or individuals, the committee may designate specified areas for special uses. Specific management methods are to be considered on these areas. Uses must be consistent with the intent and purposes of the County Forest Law.
2. All requests for specialized uses of any County Forest lands will require a permit authorized by the committee.
3. A list of existing special use areas can be found the Appendix.

### 520.1 SAND AND GRAVEL

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

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

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

All active, nonmetallic sites greater than one acre in size, including those on the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation Program, Chapter NR 135, Wis. Adm. Code. The County Forestry Department shall

work with the 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 unless the overall management of the forest could be improved by granting the easement or if the easement grant will serve a greater public good.

#### 520.6.1 Temporary Access

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

#### 520.6.2 Access Agreements

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

The fee for access agreements will be negotiated at the time of the permit request. The committee may elect to waive these fees in cases of agreement renewals or in cases of existing roads or driveways.

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

1. Permits are made by and between the County and the property owner. The permits are not transferrable and subsequent property owners must secure their own agreement.
2. Permits are not to exceed 10 years.
3. Gates, signs, or other articles of the permittee are not permitted on County lands.

#### 520.6.3 Prescriptive Easements

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

#### 520.6.4 Other Types of Access

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

### 520.7 PRIVATE UTILITY SERVICE LINES

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

1. The permit is non-transferrable
2. The County retains full ownership of the utility corridor, however it shall not be liable for maintenance, upkeep, or other damages associated with the utility service.
3. The permittee waives any rights to any declaration of ownership or interest in

the utility corridor on County land for administrative costs as a result of this Land Use Agreement – Utility permit. This agreement is granted upon the signature and any fees being received by Juneau County.

4. The permittee agrees to compensate Juneau County for any and all damages caused by the utility line that crosses the County's land.
5. The fee for such a land use agreement will be negotiated at the time of the permit request.
6. The standard land use agreement for utility access is included in the appendix.

#### 520.8 COMMUNICATION TOWERS

The siting of communication towers on the Juneau 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. The cellular communication company shall replace any lands requiring withdrawal from county forest with other lands suitable for county forest entry that are in the forest blocking.
3. A request to withdraw lands from County Forest Law by a private communication company shall follow withdrawal protocol.
4. Juneau County shall be provided use of such tower for a fee that will be negotiated at the time of the permit request. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8).

#### 520.9 OTHER

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