# MONROE COUNTY FOREST COMPREHENSIVE LAND USE PLAN TABLE OF CONTENTS

## **CHAPTER 1000**

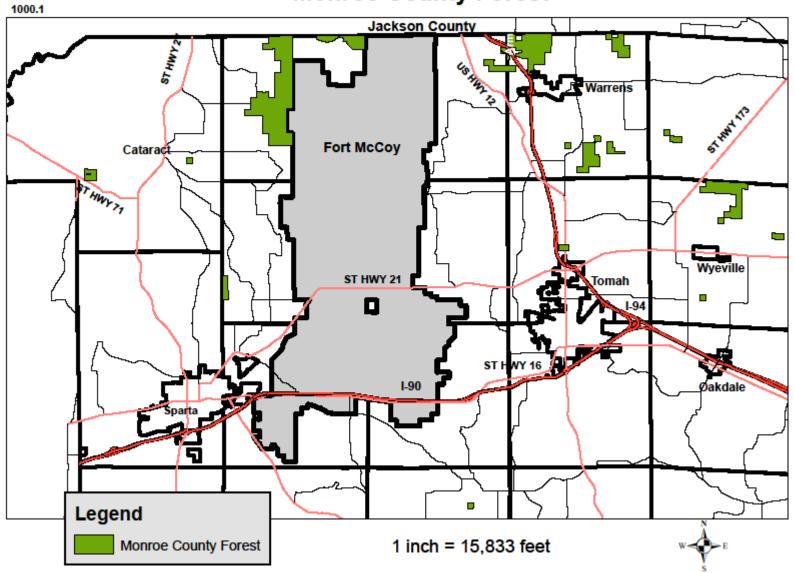
## **APPENDIX**

Sectio	<u>n De</u>	<u>scription</u>	Page #
1000	RESOU	URCE MAPS & TABLES	1000-2
	1000.1	MAP OF COUNTY FOREST LOCATION	1000-2
	1000.2	OFFICIAL COUNTY FOREST BOUNDARY MAP	1000-3
1005	LAWS	AND ORDINANCES	1000-10
	1005.1	COUNTY FOREST LAW – s. 28.11 Wis. Stats	1000-10
	1005.2	COUNTY ORDINANCES	1000-18
		1005.2.1 County Forestry Ordinance	1000-18
		1005.2.2 County ATV Ordinance	1000-23
		1005.2.3 Shoreland Zoning Ordinance	1000-23
		1005.2.4 Parks and Recreation.	1000-24
1010	PERMI	TS, USE AGREEMENTS, POLICIES AND CONTRACTS	1000-29
	1010.1	TIMBER SALE CONTRACT	1000-29
	1010.2	TIMBER SALE EXTENSION/RENEWAL POLICY	1000-39
	1010.3	FIREWOOD PERMIT	1000-39
	1010.4	PRIVATE ACCESS AGREEMENTS	1000-41
	1010.5	CAMPING POLICY/PERMIT	1000-41
	1010.6	TREE STAND POLICY	1000-42
	1015	FACILITIES AND REPORTS	1000-42
	1015.1	RECREATIONAL INVENTORY	1000-42
	1015.2	STATEMENT OF COUNTY FOREST LOAN	1000-43
1020	MISCE	LLANEOUS MAPS AND BROCHURES	1000-43
	1020.1	COUNTY SNOWMOBILE MAP	1000-43
	1020.3	COUNTY NON-MOTORIZED RECREATIONAL TRAILS	1000-44

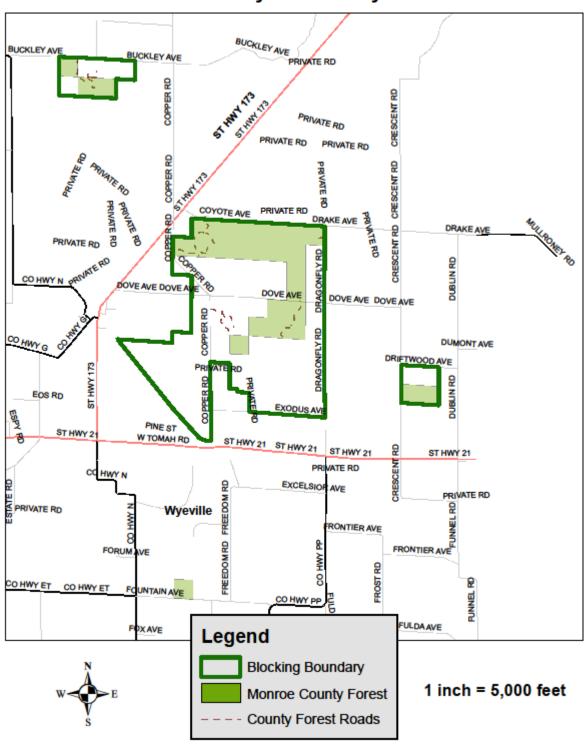
## 1000 RESOURCE MAPS AND TABLES

## 1000.1 MAP OF COUNTY FOREST LOCATION

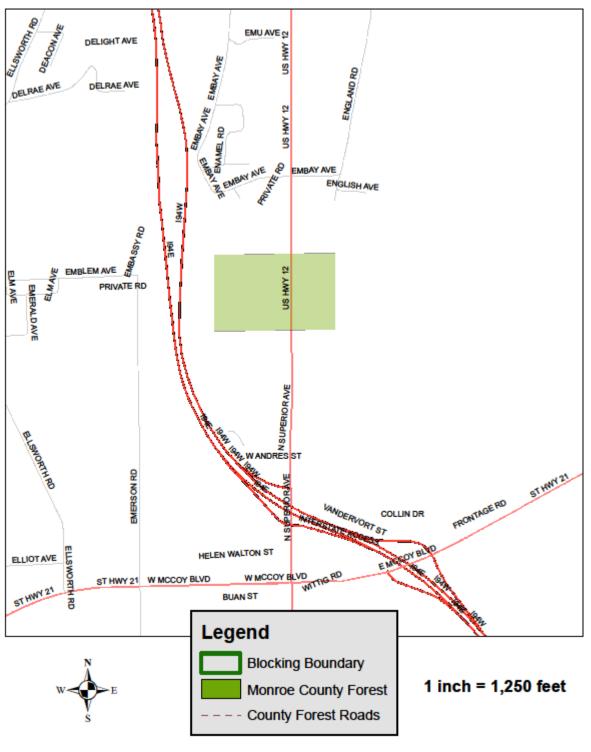
## **Monroe County Forest**



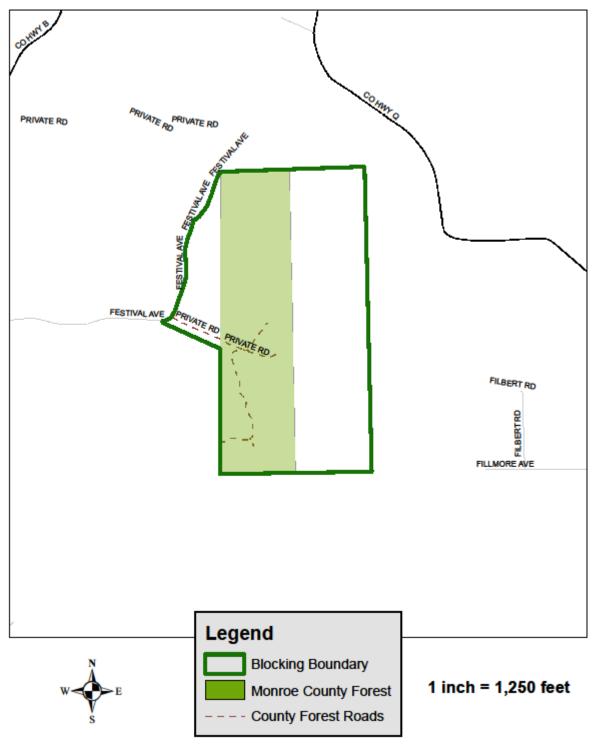
## Monroe County Forest - Byron-Scott



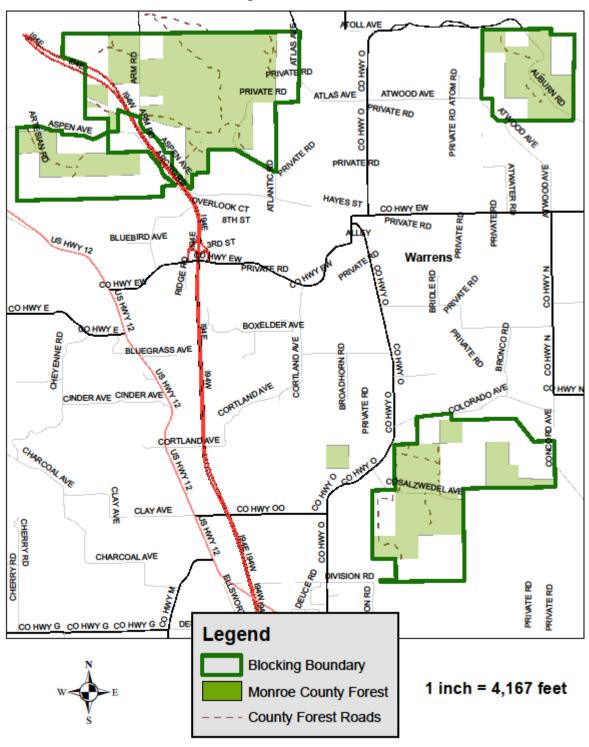
## Monroe County Forest - La Grange



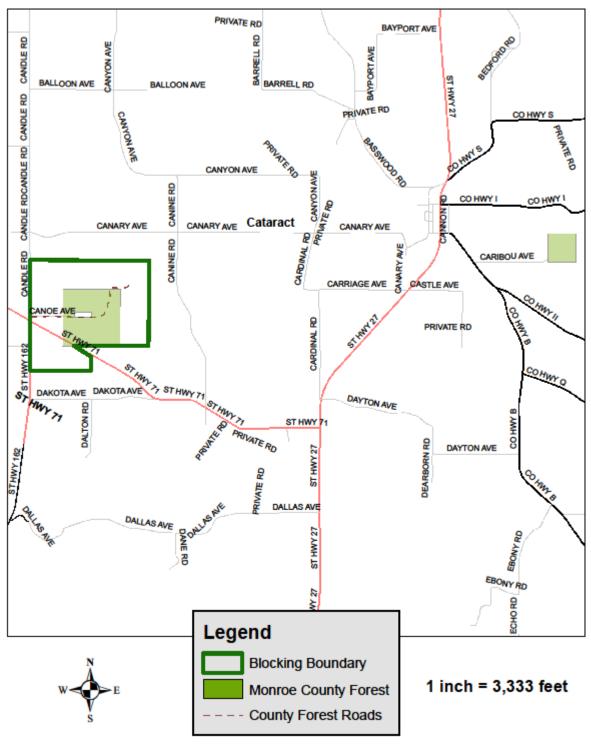
## **Monroe County Forest - Lafayette**



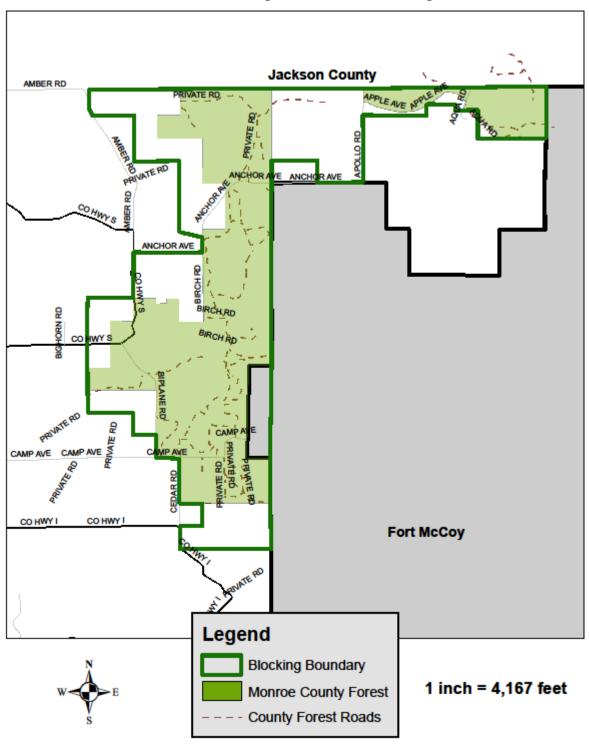
## Monroe County Forest - Lincoln-Grant



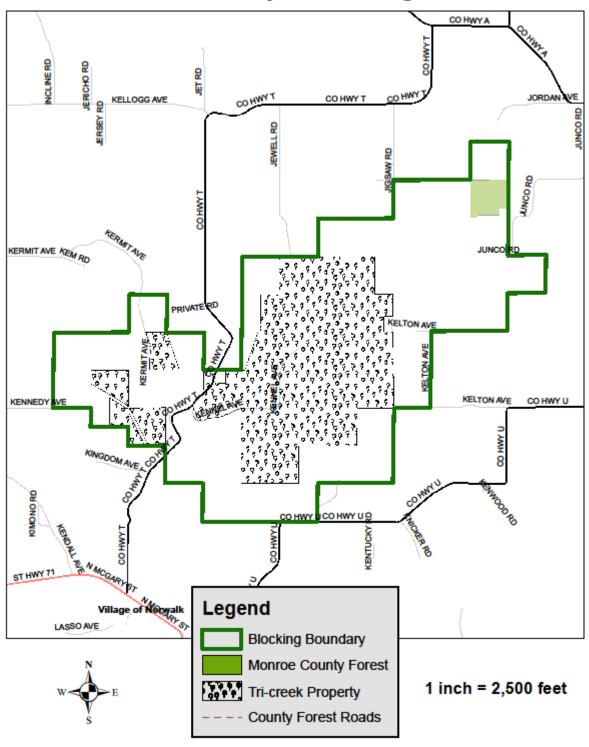
## **Monroe County Forest - Little Falls**



## **Monroe County Forest - New Lyme**



## Monroe County Forest - Ridgeville



## 1005 LAWS AND ORDINANCES

1005.1 COUNTY FOREST LAW (s. 28.11, Wis. Stats) \*

#### 28.11 ADMINISTRATION OF COUNTY FORESTS

- 28.11(1) <u>PURPOSE</u>. The purpose of this section is to provide the basis for a permanent program of county forests and to enable and encourage the planned development and management of the county forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple-use to assure maximum public benefits; to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie.
- 28.11(2) <u>DEFINED.</u> "County forests" include all county lands entered under and participating under ch. 77 on October 2, 1963, and all county lands designated as county forests by the county board or the forestry committee and entered under the county forest law and designated as "county forest lands" or "county special-use lands" as hereinafter provided.
- 28.11(3) POWERS OF COUNTY BOARD. The county board of any such county may:
- 28.11(3)(a) Enact an ordinance designating a committee to have charge of the county forests and specifying the powers, duties, procedures and functions of such committee. The members of such committee shall be appointed pursuant to s. 59.13 and may include well-qualified residents of the county who are not members of the county board.
- 28.11(3)(b) Establish regulations for the use of the county forests by the public and to provide penalties for their enforcement.
- 28.11(3)(c) Appropriate funds for the purchase, development, protection and maintenance of such forests and to exchange other county-owned lands for the purpose of consolidating and blocking county forest holdings.
- 28.11(3)(d) Enter into cooperative agreements with the department for protection of county forests from fire.
- 28.11(3)(e) Establish aesthetic management zones along roads and waters and enter into long-term cooperative leases and agreements with the department and other state agencies or federal agencies for the use of the county forests for natural resources research.
- 28.11(3)(f) Establish transplant nurseries for growing seedlings, from the state forest nurseries, to larger size for planting in county forests, but no ornamental or landscape stock shall be produced in such nurseries.
- 28.11(3)(g) Establish forest plantations and engage in silviculture, forest management and timber sales.
- 28.11(3)(h) Engage in other projects designed to achieve optimum development of the forest.

28.11(3)(i) Enter into leases or agreements, for terms not exceeding 10 years, to explore and prospect for ore, minerals, gas or oil upon any county forest lands. These leases or agreements shall contain proper covenants to safeguard the public interests in the lands involved and to guard against trespass and waste. The county board shall require proper security to ensure that the person engaged in exploration or prospecting fully informs the county of every discovery of ore, minerals, gas or oil and restores the land surface to an acceptable condition and value if no discovery of valuable deposit is made or if county forest lands are not withdrawn from entry under this section. Before a lease or agreement under this paragraph is effective, approval of the lease or agreement by the department is required. If the department finds that the proposed lease or agreement fully complies with the law and contains the proper safeguards, it shall approve the lease or agreement.

28.11(3)(j) Enter into leases for the extraction of valuable deposits of ore, minerals, gas or oil upon any county forest land. If the extraction can be accomplished without permanently affecting the surface of the land, extraction leases may be entered into and extraction may occur while the land remains county forest lands. If the extraction cannot be accomplished without permanently affecting the surface of the land, extraction may not commence until the land is withdrawn as county forest land. Before an extraction lease under this paragraph is effective, approval of the lease by the department is required.

28.11(3)(k) Establish energy conservation projects which permit individual members of the public to remove up to 10 standard cords of wood without charge from county forest lands for individual home heating purposes. The county board shall limit removal of wood for energy conservation projects to wood that is unsuitable for commercial sale. The county board may require a permit to remove wood for energy conservation projects and may charge a fee for the permit to administer projects established under this paragraph. A county board shall restrict participation in projects established under this paragraph to residents, as defined under s. 29.001 (69), but may not restrict participation to residents of the county. No timber sale contract is required for wood removed under this paragraph.

## 28.11(4) ENTRY OF COUNTY FOREST LANDS

28.11(4)(a) A county may file with the department an application for entry of county-owned land under this section. Such application shall include the description of the land and a statement of the purposes for which the lands are best suited. Upon the filing of such application the department shall investigate the same and it may conduct a public hearing thereon if it deems it advisable to do so at such time and place as it sees fit.

28.11(4)(b) If after such investigation the department finds that the lands constitute a well blocked county forest unit or that they block in with other established county forest lands and are otherwise suitable for the purposes of this section it shall make an order of entry designating such lands as county forest lands. All county lands entered under and participating under ch. 77 on October 2, 1963 shall be designated "county forest lands" without further order of entry.

28.11(4)(c) If the department finds that the lands are not suited primarily for timber production and do not otherwise qualify for entry under par. (b) but that they are suitable for scenic, outdoor recreation, public hunting and fishing, water conservation and other multiple-use purposes it shall make an order of entry designating such lands as "county special-use lands".

28.11(4)(d) A copy of the order of entry shall be filed with the county clerk and the county forestry committee, and the order shall also be recorded with the register of deeds.

28.11(4)(e) From and after the filing of such order of entry, the lands therein described shall be "county forest lands" or "county special-use lands", as the case may be, and shall so remain until withdrawn as hereinafter provided.

28.11(4)(f) The department may construct and use forest fire lookout towers, telephone lines and fire lanes or other forest protection structures on any lands entered under this section and the county clerk of such county shall execute any easement on or over such lands which the department may require for forest protection. The general public shall enjoy the privilege of entering such lands for the purpose of hunting, fishing, trapping and other recreation pursuits subject to such regulation and restrictions as may be established by lawful authority.

## 28.11(5) (5) MANAGEMENT.

28.11(5)(a) On or before December 31, 2005, a comprehensive county forest land use plan shall be prepared for a 15-year period by the county forestry committee with the assistance of technical personnel from the department and other interested agencies, and shall be approved by the county board and the department. The plan shall include land use designations, land acquisition, forest protection, annual allowable timber harvests, recreational developments, fish and wildlife management activities, roads, silvicultural operations and operating policies and procedures; it shall include a complete inventory of the county forest and shall be documented with maps, records and priorities showing in detail the various projects to be undertaken during the plan period. The plan may include an application for aids under s. 23.09 (17m). The application will be considered an annual application for these aids during the 15-year period of the plan. The initial plan may be revised as changing conditions require. Upon the expiration of the initial 15-year plan period, and upon expiration of each subsequent 15-year plan period, the plan shall be revised and shall be in effect for another 15-year period. If a plan under this paragraph is not revised upon expiration of the 15-year plan period, or if a plan under s. 28.11 (5) (a), 2003 stats., is not revised on or before December 31, 2005, that plan shall remain in effect until such time as that plan is revised and the revised plan takes effect.

28.11(5)(b) An annual work plan and budget based upon the comprehensive plan shall be prepared by the county forestry committee with the assistance of a forester of the department. The plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year. In addition the plan shall include other multipleuse projects where appropriate. A budget, listing estimated expenditures for work projects, administration and protection of the forest, shall accompany the annual plan both to be submitted to the county board for approval at the November meeting.

### 28.11(5m) COUNTY FOREST ADMINISTRATION GRANTS.

28.11(5m)(a) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund all of the following for one professional forester in the position of county forest administrator or assistant county forest administrator:

28.11(5m)(a)1. Up to 50 percent of the forester's salary.

28.11(5m)(a)2. Up to 50 percent of the forester's fringe benefits, except that the fringe benefits may not exceed 40 percent of the forester's salary.

28.11(5m)(am) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund up to 50 percent of the costs of a

county's annual dues to a nonprofit organization that provides leadership and counsel to that county's forest administrator and that functions as an organizational liaison to the department. The total amount that the department may award in grants under this paragraph in any fiscal year may not exceed \$50,000.

28.11(5m)(b) The department may not make a grant under this subsection for a year for which the department has not approved the annual work plan that was approved by the county board under sub. (5) (b). The department may not base the amount of a county's grant on the acreage of the county's forest land.

28.11(5m)(c) The department may choose not to make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5) (a).

28.11(5r) Sustainable forestry grants.

28.11(5r)(a) In this subsection, "sustainable forestry" has the meaning given in s. 28.04 (1) (e).

28.11(5r)(b) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund the cost of activities designed to improve sustainable forestry on the lands.

28.11(5r)(c) The department may choose not to make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5) (a).

#### 28.11(6) TIMBER SALES AND CULTURAL CUTTINGS.

28.11(6)(a) Limitations. The county forestry committee is authorized to sell merchantable timber designated in timber sale contracts and products removed in cultural or salvage cuttings. All timber sales shall be based on tree scale or on the scale, measure or count of the cut products; the Scribner Decimal C log rule shall be used in log scaling. All cuttings shall be limited to trees marked or designated for cutting by qualified personnel recognized as such by the department.

### 28.11(6)(b) PROCEDURES.

28.11(6)(b)1. Any timber sale with an estimated value of \$3,000 or more shall be by sealed bid or public sale after publication of a classified advertisement announcing the sale in a newspaper having general circulation in the county in which the timber to be sold is located. Any timber sale with an estimated value below \$3,000 may be made without prior advertising. Any timber sale with an estimated value of \$3,000 or more requires approval of the secretary.

28.11(6)(b)2. Timber sales shall be subject to presale appraisals by qualified personnel recognized as such by the department to establish minimum sales value. Appraisal methods and procedures shall be approved by the department.

28.11(6)(b)3. No merchantable wood products may be cut on any lands entered under this section unless a cutting notice on forms furnished by the department is filed with and approved by the department. Any unauthorized cutting shall render the county liable to the state in an amount equal to double the stumpage value of the cut products which amount shall be paid by the county to the state. If the county does not pay the amount of such penalty to the state, the department may withhold such amount from future state contributions to the county.

28.11(6)(b)4. Within 90 days after completion of any cutting operation, including timber trespass, but not more than 2 years after filing the cutting notice, the county shall transmit to the department on forms furnished by the department, a report of merchantable wood products cut. The department may conduct any investigations on timber cutting operations that it considers to be advisable, including the holding of public hearings on the timber cutting operations, and may assess severance share payments accordingly.

28.11(6)(c) Exception. Paragraph (b) 1. does not apply to any sale of timber that has been damaged by fire, snow, hail, ice, insects, disease, or wind. Timber damaged in that manner that is located in a county forest may be sold by the county forestry committee for that county on such terms and in such manner as the committee determines is in the best interest of the county.

28.11(7) County forest credit. The department shall set up an account for each county showing the lands entered; the sums previously paid under s. 28.14, 1961 stats.; the sums hereafter paid under this section; the sums previously received in the form of four-fifths severance tax collected pursuant to s. 77.06 (5), 1961 stats.; the sums received as forestry fund severance share under this section; and the sums previously reimbursed to the state on withdrawn lands pursuant to s. 28.12 (4), 1961 stats. Whenever the forestry fund account of any county shows an overpayment of such severance tax or severance share as of June 30 of any year, the department shall return such overpayment to the county. All severance taxes previously paid by any county and deposited in the general fund shall be credited to the forestry fund account of the county. If such credit exceeds the balance due to the forestry fund account from such county, the overpayment shall be credited to the county and applied in lieu of future severance shares due to the state until the county account is balanced.

### 28.11(8) STATE CONTRIBUTION.

28.11(8)(a) (a) Acreage payments. As soon after April 20 of each year as feasible, the department shall pay to each town treasurer 30 cents per acre, based on the acreage of such lands as of the preceding June 30, as a grant out of the appropriation made by s. 20.370 (5) (bv) on each acre of county lands entered under this section.

### 28.11(8)(b) FORESTRY FUND ACCOUNT.

28.11(8)(b)1. A county having established and maintaining a county forest under this section is eligible to receive from the state from the appropriations under s. 20.370 (5) (bq) and (bs) an annual payment as a noninterest bearing loan to be used for the purchase, development, preservation and maintenance of the county forest lands and the payment shall be credited to a county account to be known as the county forestry aid fund. A county board may, by a resolution adopted during the year and transmitted to the department by December 31, request to receive a payment of not more than 50 cents for each acre of land entered and designated as "county forest land". The department shall review the request and approve the request if the request is found to be consistent with the comprehensive county forest land use plan. If any lands purchased from the fund are sold, the county shall restore the purchase price to the county forestry aid fund. The department shall pay to the county the amount due to it on or before March 31 of each year, based on the acreage of the lands as of the preceding June 30. If the amounts in the appropriations under s. 20.370 (5) (bq) and (bs) are not sufficient to pay all of the amounts approved by the department under this subdivision, the department shall pay eligible counties on a prorated basis.

28.11(8)(b)2. The department may allot additional interest free forestry aid loans on a project basis to individual counties to permit the counties to undertake meritorious and economically productive forestry operations, including land acquisitions. These additional aids may not be used for the construction of recreational facilities or for fish and game management projects. Application shall be made in the manner and on forms prescribed by the department and specify the purpose for which the additional aids will be used. The department shall make an investigation as it deems necessary to satisfy itself that the project is feasible, desirable and consistent with the comprehensive plan. If the department so finds, it may make allotments in such amounts as it determines to be reasonable and proper and charge the allotments to the forestry fund account of the county. These allotments shall be credited by the county to the county forestry aid fund. After determining the loans as required under subd. 1., the department shall make the remainder of the amounts appropriated under s. 20.370 (5) (bq) and (bs) for that fiscal year available for loans under this subdivision. The department shall also make loans under this subdivision from the appropriations under s. 20.370 (5) (bt) and (bu).

28.11(8)(b)3. All payments made under this paragraph shall be known as the "forestry fund account".

## 28.11(9) COUNTY FOREST SEVERANCE SHARE.

28.11(9)(a) Except as provided under pars. (b) and (c), on timber cut from lands entered as "county forest lands" the county shall pay a severance share of not less than 20 percent of the actual stumpage sales value of the timber. A higher rate of payment may be applied when agreed upon by the department and the county. When cutting is done by the county and timber is not sold or is sold as cut forest products the severance share shall be 20 percent of the severance tax schedule in effect under s. 77.06 (2).

28.11(9)(ag) The severance share paid by a county to the state shall be credited to the forestry fund account of the county and shall be divided into 2 payments as follows:

28.11(9)(ag)1. An acreage loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due in the forestry fund account of the county that is attributable to loans made under sub. (8) (b) 1.

28.11(9)(ag)2. A project loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due that is attributable to loans made under sub. (8) (b) 2.

28.11(9)(am) The acreage loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bq), and the project loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bu).

28.11(9)(ar)1. Notwithstanding s. 20.001 (3) (c), if the sum of the unencumbered balances in the appropriations under s. 20.370 (5) (bq), (bt) and (bu) exceeds \$400,000 on June 30 of any fiscal year, the amount in excess of \$400,000 shall lapse from the appropriation under s. 20.370 (5) (bq) to the conservation fund, except as provided in subd. 2.

28.11(9)(ar)2. Notwithstanding s. 20.001 (3) (c), if the amount in the appropriation under s. 20.370 (5) (bq) is insufficient for the amount that must lapse under subd. 1., the remainder that is necessary for the lapse shall lapse from the appropriation under s. 20.370 (5) (bu).

28.11(9)(b) No severance share payment is required if there is no balance due in the forestry fund account of the county. A severance share payment shall not exceed the balance due in the forestry fund account of the county.

28.11(9)(c) No severance share payment is required for wood removed from county forest lands for energy conservation projects established under sub. (3) (k).

28.11(9)(d) Of the gross receipts from all timber sales on the county forests 10 percent shall be paid annually by the county to the towns having county forest lands on the basis of acreage of such lands in the towns.

### 28.11(11) WITHDRAWALS.

28.11(11)(a)1. The county board may by resolution adopted by not less than two-thirds of its membership make application to the department to withdraw lands entered under this section. The county board shall first refer the resolution to the county forestry committee, which shall consult with an authorized representative of the department in formulating its withdrawal proposal. The county board shall not take final action on the application until 90 days after referral of the application to the forestry committee or until the report of the forestry committee regarding the application has been filed with the board. The application shall include the land description, a statement of the reasons for withdrawal, and any restrictions or other conditions of use attached to the land proposed for withdrawal.

28.11(11)(a)2. Upon the filing of an application to withdraw lands under subd. 1., the department shall investigate the application. During the course of its investigation the department shall make an examination of the character of the land, the volume of timber, improvements, and any other special values. In the case of withdrawal for the purpose of sale to any purchaser other than the state or a local unit of government, the department shall establish a minimum value on the lands to be withdrawn. In making its investigation the department shall give full weight and consideration to the purposes and principles set forth in sub. (1), and it shall also weigh and consider the benefits to the people of the state as a whole, as well as to the county, from the proposed use against the benefits accruing to the people of the state as a whole and to the county under the continued entry of the lands to be withdrawn. The department may conduct a public hearing on the application, if it considers it advisable, at a time and place that it determines, except that if the county requests a public hearing in writing, the department shall hold a public hearing.

28.11(11)(a)3. If the department finds that the benefits after withdrawal of the lands described in the application under subd. 2. outweigh the benefits under continued entry of the lands and that the lands will be put to a better and higher use, it shall make an order withdrawing the lands from entry; otherwise it shall deny the application.

28.11(11)(a)4. If the application is denied, the county board may, by resolution adopted by not less than two-thirds of its membership, appeal to a review committee. The department shall submit the findings of its investigation and of any hearing on a proposed withdrawal to the committee, which shall be composed of the following members:

a. One member appointed by the county board submitting the application for withdrawal.

- b. One member who is appointed by the governor, who is from another county that has land enrolled under the county forest law, and who shall be chairperson of the review committee.
- c. One member appointed by the department.
- d. One member appointed by the University of Wisconsin from the College of Agricultural and Life Sciences.
- e. One member to be selected by unanimous vote of the appointed members or, if the appointed members fail to achieve unanimity, by the governor.
- 28.11(11)(a)5. 5. The review committee appointed under subd. 4. shall, by majority vote within 60 days after receiving the findings of the department, do one of the following:
- a. Approve the application for withdrawal if it finds the proposed use to be of a greater benefit considering all losses and benefits to the people of the state as a whole, as well as to the people of the county.
- b. Provisionally deny the application for withdrawal giving specific reasons why it finds the proposal deficient and making any suggestions for revising the application to reduce the conflict of the proposed use with the public interest.
- 28.11(11)(a)6. If the committee approves a withdrawal under subd. 5., it shall notify the county board of its approval stating, as necessary, specific procedures to be followed by the county relating to the withdrawal. The county board may then by a resolution approved by not less than two-thirds of its membership, withdraw the lands from the county forest law and shall send copies of this resolution to the department and to the county register of deeds who shall record the resolution.
- 28.11(11)(a)7. If the committee provisionally denies the proposed withdrawal under subd. 5., it may consider an amended application for withdrawal upon presentation of the application and supporting information, or it may require additional investigation of the amended application by the department before reconsidering the application. Any additional investigation shall include additional public hearings if requested by the county, the department, or the committee.
- 28.11(11)(b) If the application is approved the county shall reimburse the state the amounts previously paid to the county pursuant to sub. (8) (b) which reimbursement shall be credited to the county forestry fund account; except that the department may waive all or part of such reimbursement if it finds that the lands are withdrawn for a higher public use or that the amount of such reimbursement is unreasonable when compared to the value of the land. If the department has waived any portion of such reimbursement and if at any subsequent time the land ceases to be used for the purpose designated in the application for withdrawal, the full amount of reimbursement due the forestry fund account on the lands withdrawn shall immediately become due and payable to the department and shall be credited to the forestry fund account, unless the department finds and determines that the lands will continue to be put to another higher public use in which case payments of such reimbursement may be deferred by the department so long as the lands are devoted to a higher public use. If payment is not made prior to the time of the next forestry aid payment to the county, forestry aid payments in an amount to be determined by the department shall be withheld until the amount due the forestry fund account is reimbursed.
- 28.11(12) ENFORCEMENT. If at any time it appears to the department that the lands are not being managed in accordance with this section it shall so advise the county forestry committee and the

county clerk. If the condition persists the department may proceed against the persons responsible for such noncompliance under s. 30.03 (4).

28.11(13) REVIEW. All orders of the department made under this section may be reviewed under ss. 227.52 to 227.58.

28.11 History: 1971 c. 215; 1975 c. 39 s. 734; 1975 c. 342; 1977 c. 29; 1979 c. 34 ss. 723 to 725, 2102 (39) (a); 1983 a. 27; 1983 a. 192 s. 304; 1983 a. 424 ss. 2 to 5; 1985 a. 29 ss. 655ce to 655cg, 3202 (39); 1985 a. 182 s. 57; 1987 a. 27; 1989 a. 31, 79; 1993 a. 16, 184, 301; 1995 a. 27, 201; 1997 a. 237, 248; 1999 a. 9; 2001 a. 16, 103; 2003 a. 242; 2005 a. 48; 2007 a. 20.

28.11 Cross-reference: See also ch. NR 48 and ss. NR 1.24, 47.60 to 47.75, and 302.03, Wis. adm. code.

A county forest withdrawal appeal review committee under sub. (11) (a) is not a state agency whose decisions are reviewable under ch. 227. Allen v. Juneau County, 98 Wis. 2d 103, 295 N.W.2d 218 (Ct. App. 1980).

County boards cannot sell or exchange county forest lands without first withdrawing them from the county forest program under sub. (11). 66 Atty. Gen. 109.

Conservation easements and restrictive covenants are permissible in county forests as long as they are consistent with and do not interfere with the purposes of county forests and the management plans properly developed for them under the county forest law. OAG 08-10.

#### 1005.2 COUNTY ORDINANCES

1005.2.1 County Forestry Ordinance

Chapter 44 - VEGETATION

ARTICLE I. - IN GENERAL

ARTICLE II. - FOREST CODE

**DIVISION 1. - GENERALLY** 

Sec. 44-19. - County forest code adopted.

- (a) The county forest code is hereby adopted by the county board of supervisors and shall be enforced by the county zoning committee.
- (b) This article shall be included as part of the 15-year county forest comprehensive land use plan.

(Code 1986, § 22.01; Res. No. 08-09-05, 8-26-2009; Res. No. 11-15-02, 4-19-2016)

Sec. 44-20. - Designation of the county forest.

- (a)All county-owned lands now held and entered under Wis. Stats. § 28.11, and which are located within the following areas, are established and designated as county forests. These lands shall be shown on the official county forest map displayed in the county forestry office.
- (b) For identification purposes, the county forest shall be designated as follows:

The county forest land acreage report, which lists the legal descriptions for each parcel of the county forest.

- (c) All lands now held and not entered in the Forest Crop Law, or all lands hereinafter acquired in the area described in subsection (b) of this section, shall be eligible for entry in the county forest law.
- (d) No portion of this article shall be construed to pertain to any non-entered county land and privately owned land within the county forest boundaries.

(Code 1986, § 22.02; Res. No. 08-09-05, 8-26-2009)

Sec. 44-21. - Enforcement.

- (a) Whenever a violation of law occurs on county forest lands, the committee shall investigate the violation and recommend appropriate steps to be taken.
- (b) Whenever evidence of violation of Wis. Stats. ch. 26 has been lodged with the district attorney, he shall take the appropriate legal action as provided therein.

(Code 1986, § 22.10)

Sec. 44-22. - Penalty.

Any person violating any rule or regulation of this article shall be subject to a forfeiture as provided in section 1-15.

(Code 1986, § 22.11)

DIVISION 2. – ZONING COMMITTEE (NATURAL RESOURCES & EXTENSION COMMITTEE)

Sec. 44-48. - Appointment.

The county board of supervisors hereby assigns administration of the county forest to the zoning committee, composed of five members and hereinafter referred to as the committee.

(Code 1986, § 22.03(1); Res. No. 11-15-02, 4-19-2016)

Sec. 44-49. - Work plan and budget; responsibilities and powers.

- (a) Work plan and budget. At the annual budget meeting of the county board of supervisors, the zoning committee shall present to the board, for its consideration, an annual report of their activities, a work plan for the ensuing calendar year and a detailed recommended budget in a form prescribed by the finance committee of the county board of supervisors. The work plan and budget adopted by the county board of supervisors at this meeting shall serve as a directive to the committee and shall establish the limits as well as the purpose for which expenditures may be made.
- (b) Responsibilities and powers. Subject to budget limitations and the statutory jurisdiction of the department of natural resources, the committee is hereby assigned the following responsibilities and powers:
- (1) The committee shall direct and supervise the county forest office. Subject to the approval of the county board of supervisors, it shall employ a county forest administrator as its agent to perform and

enforce the administrative and management functions of this article. Employment of all personnel shall be the responsibility of the committee with due regard to county procedures.

- (2) The committee shall establish and maintain forest headquarters for office space and the housing of machinery, tools, equipment, and supplies needed in conducting forestry operations.
- (3) In conformity with procedures established by the county board of supervisors, the committee may, with due regard to bidding and other requirements of Wisconsin Statutes, acquire, sell, trade or dispose of instruments, tools, equipment and supplies required for the operations of the department.
- (4) The committee is empowered to negotiate and contract for the acquisition of lands within county forest areas by purchase, gift or bequest, or by exchange of county-owned lands outside such areas for the purpose of blocking the forest for better administration and for recreational or forestry purposes. Each proposed acquisition must be presented to the county board of supervisors for its ratification before it can be consummated. Municipal governing bodies should, as a matter of courtesy, receive written notice from the committee prior to any such action.
- (5) The committee is empowered to make applications for lands which should be entered under the provisions of the county forest law.
- (6) The committee shall do all things necessary for the protection of the forest, whether from fire, insects, disease, trespass or from damage by animals or other causes in cooperation with the department of natural resources.
- (7) In cooperation with the forest protection division of the department of natural resources, the committee will regulate the disposal of slash.
- (8) The committee shall locate survey lines and appropriately monument corners of county forest lands in cooperation with the county surveyor.
- (9) The committee may construct, improve and maintain a system of forest roads, trails and fire breaks, and purchase or secure easements for access and recreational trails needed to cross privately owned lands. Purchase of easements shall be referred to the county board of supervisors for action.
- (10) The committee may, by any method not prohibited by law or by county ordinance, conduct any forest improvement work, including, but not limited to, reforestation, release cutting, thinning, pruning, weeding, serial and hand chemical applications and prescribed burning.
- (11) The committee shall cooperate with the department of natural resources in the determination of the annual allowable cut by establishment of a comprehensive forest management plan.
- (12) The committee shall sell timber stumpage and all other cut products in accordance with a county forest management plan, Wis. Stats. § 28.11, according to statutory limitations and subject to supervision by the department of natural resources.
- (13) In accordance with plans approved by the county board of supervisors, and in cooperation with the department of natural resources, the committee, wherever desirable within the forest, shall establish, construct and maintain picnic grounds, waysides, camps and campsites, public access roads and boat landings, scenic areas, nature trails, multiple use trails and other recreational facilities and designate,

mark and preserve places of natural or historic interest and significance. Management of all county forest recreation areas is hereby specifically delegated to this committee.

- (14) The committee shall cooperate with the department of natural resources on matters relating to fish and game management.
- (15) The committee is authorized to enter into agreement with the U.S. Forest Service, the department of natural resources and the University of Wisconsin system for the use of tracts of county forest land, labor, materials and equipment for conducting forest research, with due regard to the restriction imposed by subsection (b)(3) of this section.
- (16) Under the provisions of the county forest law, and with county board of supervisors' approval, the committee may grant permits to prospect for ore and minerals upon county forest lands.
- (17) The committee is given the authority to govern the establishment of any and all signs located on county forest lands where not preempted by other county, state or federal law.
- (18) The committee shall assist the board in the issuance of easements on county forest land for utility lines, town roads, flowages, permits for municipal disposal sites and other developments which may be beneficial to the public, with safeguards to protect the public interest.
- (19) The committee shall have the authority to designate areas and issue permits for the removal of dirt, sand, gravel and rock where not prohibited by state or federal regulations.
- (20) The committee may establish aesthetic zones under the provisions of the county forest law for the purpose of preserving natural and scenic beauty of the county forest.
- (21) The committee is authorized to designate the gating or blocking of forest roads and forest trails with gates, rails, posts, earthen embankments or other material and shall sign them appropriately.
- (22) The committee is authorized to establish policies and procedures for regulating all products other than cut forest products on county forest land except where preempted or superseded by state or federal law.
- (23) Subject to county board of supervisors' approval, the committee is authorized to establish timber sale policies and procedures according to the provisions of Wis. Stats. § 28.11, in cooperation with the department of natural resources.
- (24) The committee shall establish a policy for the use of the county forest, including forest recreation areas, by the public. The committee shall make recommendations to the county board of supervisors with regard to public use regulations and the enforcement thereof.

(Code 1986, § 22.03(2)(a), (b))

Sec. 44-50. - Powers for administration and supervision.

The powers listed in section 44-49 shall not be deemed exclusive as it is the expressed purpose of this article to provide the committee with the necessary powers to provide for the general administration and supervision of the county forest.

(Code 1986, § 22.03(2)(c); Res. No. 11-15-02, 4-19-2016)

#### **DIVISION 3. - ADMINISTRATION**

Sec. 44-74. - County forest law administration.

All entries and withdrawal of county forest lands shall be made in the manner prescribed by Wisconsin Statutes and any amendment thereof.

(Code 1986, § 22.04)

Sec. 44-75. - Forest finances.

- (a) State allotments. All allotments from the department of natural resources to the county under Wis. Stats. § 28.11(8)(b), or any amendment thereof, for the purchase, development, preservation and maintenance of the county forest lands, shall be deposited in the county forestry aid fund. If any lands purchased from such funds are sold, the county shall restore the purchase price to the state forest aid fund. All unexpended county forestry aid funds shall be nonlapsing.
- (b) Road funds. All monies received from the department of natural resources for maintenance of county forest roads under the county forest road aid program, Wis. Stats. § 86.315, shall be deposited in the county forestry fund and used for county forest road maintenance.
- (c) Snowmobile maintenance fund. All monies received from the department of natural resources under the snowmobile aid program, Wis. Stats. ch. 350, for development and maintenance of county snowmobile trails, shall be deposited in the county snowmobile maintenance fund and used as such.
- (d) Game habitat monies. All monies received from the department of natural resources under the ORAP game habitat, Wis. Stats. § 23.09, shall be deposited in the county forestry fund and used for game habitat improvement projects.
- (e) Forestry fund. All monies received from the sale of timber stumpage, cut forest products, mossing, seedling sales, fees and use permits, sale of building materials, sale of surplus materials and equipment, fire or other damage collections, or other revenue received by the zoning committee, except income specified in subsection (a) of this section, shall be deposited in the county forestry fund. Severance taxes incurred as a result of such sales shall be budgeted and paid as required by statute.

(Code 1986, § 22.05; Res. No. 11-15-02, 4-19-2016)

**DIVISION 4. - COUNTY FOREST USE REGULATIONS** 

Sec. 44-94. - Intent; designation of recreation areas.

- (a) It is the desire of the county board of supervisors to promote, encourage, coordinate and implement a comprehensive long-range plan to acquire, maintain and develop for public use those areas of the county best adapted to the development of a comprehensive system of county recreation facilities and services in all fields, including, without limitation because of enumeration, parks, forests, campgrounds, fishing and hunting grounds, related historical sites, highway scenic easements and other recreation programs, except spectator sports and to facilitate and encourage the fullest public use thereof.
- (b) McMullen Recreation area and similar areas which may be developed on the county forest in the future, shall be designated as county forest recreation areas and shall be subject to administration by the zoning committee.

(Code 1986, § 22.06(1); Res. No. 11-15-02, 4-19-2016)

Sec. 44-95. - Timber cutting.

Timber cutting regulations of the county forest shall be according to the provisions of the Wisconsin Statutes and policy established by the zoning committee under such Wisconsin Statutes.

(Code 1986, § 22.06(2); Res. No. 11-15-02, 4-19-2016)

Sec. 44-96. - All-terrain vehicles, utility vehicles and off-road motorcycles.

No person shall operate all-terrain vehicles, utility vehicles or off-road motorcycles on the county forest except for county forest and parks personnel and their assigns for work-related duties.

(Res. No. 07-09-05, 7-22-2009)

Sec. 44-97. - Construction of tree stands and other devices.

- (a) It shall be unlawful for any person to erect or cause to be erected any permanent devices or platforms in or on any tree or trees, living or dead, or on the ground or to drive any nails, bolts, or rods into any tree, living or dead, on land owned by the county. These devices are commonly known as tree stands.
- (b) The use of removable devices that cause no damage to the tree may be used provided that such devices are removed at the end of each day of use.
- (c) Any person found erecting or using any permanent structure shall be prima facie evidence of construction.

(Ord. No. 06-15-08, 6-24-2015)

Editor's note — Ord. No. 06-15-08, adopted June 24, 2015, renumbered § 23-33 as § 44-97.

## 1005.2.2 County ATV Ordinance

Sec. 44-96. - All-terrain vehicles, utility vehicles and off-road motorcycles.

No person shall operate all-terrain vehicles, utility vehicles or off-road motorcycles on the county forest except for county forest and parks personnel and their assigns for work-related duties.

(Res. No. 07-09-05, 7-22-2009)

## 1005.2.3 Shoreland Zoning Ordinance

Chapter 53 - ZONING—SHORELAND

https://library.municode.com/wi/monroe county/codes/code of ordinances?nodeId=CH53ZOHO

#### 1005.2.4 Parks and Recreation

Chapter 23 - PARKS AND RECREATION

ARTICLE II. - OUTDOOR RECREATION

Sec. 23-19. - Purpose and scope.

The purpose of this chapter is to promote the health, safety and general welfare of this community and to protect, safeguard and regulate the public use of the public recreation facilities owned and/or operated by the county.

Except when otherwise provided, the provisions of this Code shall apply to all lands, structures and property owned, leased or administered by the county and under the management, supervision and control of the county board of supervisors or authorized agents.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-20. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat landing means a designated site adjacent to water that provides access to navigable waters.

Camp or camping means the use of a shelter such as a tent, trailer, motor vehicle, tarpaulin, bedroll or sleeping bag for temporary residence or sleeping purposes.

Campground, family, means any tract of land designated for camping by families or groups of five persons or less.

Campground, group, means a campground designated for use by organizations or juvenile groups.

Campground, primitive, means a campground with minimum or no improvements where camping is permitted for periods longer than a single night, facilities may not be provided, and access is by hiking or watercraft.

Camping party means any individual, family, individual group or juvenile group occupying a campsite.

Camping unit means any single shelter except sleeping bags and hammocks used for a camp by a camping party except those used exclusively for dining purposes.

Campsite means a segment of a campground which is designated for camping use by a camping unit or camping party.

Committee means the forestry and parks committee.

County forest means all lands owned or leased by the county that are managed under Wis. Stats. ch. 28.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-22. - Camping regulations.

- (a) Camping is prohibited except in designated areas in county parks and county park recreation areas. No person shall camp without a permit and payment of the prescribed fees.
- (b) No person shall camp on any lands under the management, supervision or control of the county board of supervisors contrary to posted notice.
- (c) Reservations will not be accepted for campsites in any county park.
- (d) Violation of any state or county law, or any rules of the county board of supervisors, by a member of a camping unit party is cause for revocation of the camping permit.
- (e) Campground policies shall be established by the forestry and parks committee.
- (f) Violation of the campground policy may result in revocation of the camping permit.
- (g) All camping permits are non-transferable and expire at 3:00 p.m. on the last day of the permit period. Extensions must be obtained prior to 10:00 a.m. on the expiration date of the permit.
- (h) No person shall camp and no camping unit shall remain for a period greater than 21 days in any four-week period in the property of registration from April 1 through December 1. Thereafter, the camping unit shall be removed from the property for at least seven days before being eligible to return. Exceptions are as follows:
- (1) Up to ten sites may be designated for occupants to camp the entire camping season, April 1 through December 1.
- (2) Campers paying the established seasonal and monthly camping fees.
- (3) The park administrator may grant exceptions to the 21-day camping limit; these exceptions shall be based upon emergency circumstances and all exceptions shall be reported to the governing committee at the next monthly meeting.
- (i) There shall be no permanent construction at any campsite.
- (j) Camp sites shall be kept in a clean and orderly condition during the permit period and completely cleaned up before departure.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-23. - Restricted hours.

No person shall enter any county park or any camp or picnic area in any county forest between the hours of 11:00 p.m. and the following 6:00 a.m. unless they are registered campers, anglers or launching a water craft.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-25. - Destruction of property; unauthorized entry.

(a) Except for the picking of edible fruits or nuts, no person shall destroy, molest or deface any natural growth or natural archaeological feature, or any county property or enter or be in any building, installation or area that may be locked or closed to public use or contrary to posted notice.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-26. - Fire.

- (a) No person shall start, tend or maintain any fire or burn any refuse except at designated fireplaces in any county park, county park recreation area or improved campsite in any county forest. The aforementioned is also prohibited when fireplaces are provided at other campsites, picnic grounds and other designated similar public use areas on county forest lands or other lands under the management, supervision and control of the county board of supervisors or its authorized agents.
- (b) No person shall leave any fire unattended, or throw away any matches, cigarettes, cigars, or pipe ashes or any embers without first extinguishing them; or start, tend or use in any manner any fire contrary to posted notice on any lands or property under the management, supervision and control of the county board of supervisors or its authorized agents.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-27. - Firewood gathering.

- (a) Certain camping permits carry with them the right to gather firewood except that:
- (1) Only dead and downed wood may be gathered.
- (2) No limbs, branches or bark may be taken from standing trees whether living or dead.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-28. - Firearms prohibited.

- (a) No person shall discharge a firearm, bow, or cross bow in any county camp ground or areas designated "No Hunting."
- (b) No person shall take, catch, kill, hunt, trap, pursue or otherwise disturb any wild animals or birds in any county park or in any campground.

(Code 1986, § 19.035; Ord. No. 93-10-5; Ord. No. 06-15-08, 6-24-2015)

Sec. 23-32. - Refuse.

- (a) No person shall discard or leave any refuse, sewage or other waste material on the ground, or in any building or installation, or in the water or upon the ice of any lake or stream or other body of water, or dispose of any such refuse or waste material in any manner except by placing it in receptacles or other authorized locations provided for such purposes. Charcoal residue shall be left in a grate or fireplace until cool, or placed in receptacles provided for such purposes.
- (b) It is unlawful for any person to deposit any garbage, sewage, bottles, tin cans, paper or other waste material in any waste receptacles in the county forest or any county park unless said waste material is created, accumulated or results from park usage.

(Ord. No. 06-15-08, 6-24-2015)

Sec. 23-34. - Vehicle and watercraft operation and parking.

- (a) Parking. No person shall park, stop or leave standing, whether attended or unattended, any vehicle or watercraft:
- (1) In any manner as to block, obstruct or limit the use of any road, trail, waterway or winter sport facility;
- (2) Outside of any area provided for such purposes when it is practical to use such areas;
- (3) Contrary to posted notice; or
- (4) On any area, wildlife area, or public hunting or fishing ground after ten days following the close of the migratory waterfowl season or contrary to posted notice.
- (b) Vehicular traffic.
- (1) No person shall operate any vehicle at a speed in excess of 15 miles per hour or contrary to official traffic signs in any county park, campground or picnic area in any county forest or other lands under the management, supervision and control of the county.
- (2) All vehicles, trailers and campers operating or parked in any county park, campground or picnic area in any county forest or other lands under the management, supervision and control of the county shall be road legal in the State of Wisconsin and have up-to-date license and registration in the state they are registered in. If the vehicle or trailer is not registered in any state; it shall have up-to-date Wisconsin registration and licenses.
- (3) No person shall operate or park any motor vehicle upon any, hiking trail, beach area, playground, picnic area or any area other than established roads, parking areas, boat ramps and service areas, or contrary to posted notice.
- (c) Watercraft.
- (1) The use of watercraft from county campground is limited to human, wind, or electric propulsion.

(Ord. No. 06-15-08, 6-24-2015)

ARTICLE III. - PARKS

Sec. 23-55. - Food and beverages. (Sec 23-55 to 23-63 primarily pertain to Wegner Grotto)

- (a) No food or beverages of any nature, alcohol or non-alcohol, are allowed in the park site.
- (b) No picnics, cookouts, or fires are allowed in the park site.

(Code 1986, § 19.05(1); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-56. - Camping prohibited.

Camping during daylight hours or overnight is not allowed in the park site.

(Code 1986, § 19.05(2); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-57. - Groups.

(a) No private parties or group celebrations of any nature may be held at the park site.

- (b) No juvenile groups are allowed in the park site unless accompanied by one adult for every ten juveniles.
- (c) Small groups or bus tours may tour and view the park with or without a guide provided by the local history room.

(Code 1986, § 19.05(3); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-58. - Weddings.

- (a) Weddings may be held in the park by registering with the county local history room and completing arrangements. The procedure shall include:
- (1) Registration on the Wegner Grotto calendar with the county historian.
- (2) Sign a waiver as per county requirement, to be filed by the county historian in the Wegner Grotto wedding file at the local history room.
- (3) Complete the wedding registration form, with the original filed in the Wegner Grotto file at the county local history room, and copies made by the county historian to be given to the Wegner Grotto committee and the couple registering.
- (b) The maximum number of wedding party members within the church proper shall not exceed seven.
- (c) Wedding ceremonies only may be performed at the site. No reception, food or beverages of any nature shall be allowed in conjunction with a wedding.
- (d) A volunteer from the county local history room must supervise the proceedings.

(Code 1986, § 19.05(4); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-59. - Refuse.

No person shall discard or leave any refuse, sewage, or other waste material on the grounds of the park site.

(Code 1986, § 19.05(5); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-60. - Pets prohibited; exception.

No pets of any type are allowed in the park site with the exception of assistance dogs.

(Code 1986, § 19.05(6); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-61. - Art structures.

No person shall climb upon, lean against, or have physical contact with any of the art structures in the park site.

(Code 1986, § 19.05(7); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-62. - Hours of operation.

The park site will be open officially to the public Memorial Day weekend through Labor Day weekend from 8:00 a.m. through 8:00 p.m. The park site will be open the rest of the year from 8:00 a.m. through 5:00 p.m. From November 1 through May 1, some of the folk art structures in the park site will be winterized in plastic domes.

(Code 1986, § 19.05(8); Ord. of 9-2-1987; Ord. No. 5-98-2)

Sec. 23-63. - Application of rules and regulations.

All rules and regulations of article II of this chapter shall apply with full force and effect to parks designated as grassroots art sites, except where this article is more restrictive.

(Code 1986, § 19.05(9); Ord. of 9-2-1987; Ord. No. 5-98-2)

## 1010 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

1010.1 TIMBER SALE CONTRACT

**TRACT NUMBER** 

## **Monroe County Forest**

TIMBER SALE CONTRACT

**CONTRACT NUMBER** 

	ontract is made by and between <b>Monroe County Forestry Department</b> hereinafter called the Seller,  (purchaser) of
the Se	e purpose of cutting and removing timber, which includes all forest products, marked or designated by ler on the following described lands, hereinafter called premises, which are further described in ments made a part of this contract.
	ontract and all authority granted under it, as mutually agreed upon by the parties, is subject to the ing terms and conditions:
1.	Cutting of timber on the premises may start after execution of the Contract and submission of required bonds, certificates or statements. Cutting and removing shall be conducted in a workman-like manner and with reasonable diligence to assure full compliance with this Contract within the Contract period. The Purchaser shall notify the Seller immediately upon completion.
2.	All work under this Contract shall be completed in the period commencing upon its execution no

later than \_\_\_\_\_\_, for time is of the essence. The Seller may temporarily suspend

- operations upon notice to the Purchaser with subsequent equitable adjustment of this Contract as deemed necessary by the Seller.
- 3. If extensions of this Contract are agreed upon by the parties, the stumpage prices indicated in clause 9 shall be adjusted as follows (If extensions are agreed upon; the Letter of Credit must be extended to cover that extension period, plus an additional 6 months.):
  - A. First six month extension:
  - B. Second six month extension:
  - C. Each additional six month extension:
- 4. The Seller may suspend or terminate this Contract, on oral or written notice upon its breach as determined by the Seller or at other times when deemed necessary by the Seller.
- 5. Purchaser has provided security in the form of (a) cash, (b) Letter of Credit (circle one) in the amount of \$\_\_\_\_\_\_ dollars to assure the complete performance of this Contract subject to its terms and conditions. The initial Letter of Credit must be dated twelve (12) months beyond the date of the contract. The Letter of Credit must be renewed 30 days before its expiration date if the contract is not completed. If the Letter of Credit is not renewed as directed the Letter of Credit will be turned in for payment prior to the expiration date. Purchaser agrees that upon breach of any terms or conditions of this Contract, as determined by the Seller, such cash or Letter of Credit shall be forfeited to the Seller as liquidated damages unless the Seller determines and chooses to seek actual damages. Purchaser further agrees that such cash or Letter of Credit shall not be returned unless and until the Seller determines the Contract has been fully completed by the Purchaser. Failure to perform the contract is considered a breach of contract. The Seller shall have sixty (60) days from notice of completion from the Purchaser to make such determination.
- 6. Purchaser agrees that if the timber identified under this Contract is resold upon a breach of it, the Seller is not obligated to give notice of resale to Purchaser.
- 7. Timber shall not be removed from the premises until paid for or guarantees for payment acceptable to the Seller are provided.
- 8. Title to timber cut under this Contract shall remain with the Seller until payment as indicated in clause 9 is received by the Seller or written authorization is given by the Seller. Any timber remaining on the county forest after the timber sale has been closed out becomes the property of the county.

## 9. **Stumpage Payments**

A. The Purchaser agrees to pay stumpage payments indicated in sub. B in the form acceptable to the Seller for marked or designated timber cut or removed under this Contract. The volume of timber indicated is an estimate. The Seller does not give any guarantee or warranty respecting quality, quantity or volume of the marked or designated timber on the premises.

### B. Stumpage payment schedule:

- C. All invoices must be paid within 14 days of issuance. Interest will begin accruing on day 15. The interest will be calculated (12% per year, non-compounding) with the following formula: (amount past due) x .0003287 x (# of days past due). If a Contractor has a violation they will be required to prepay 100% for all tickets and scaled wood.
- D. The Purchaser agrees to pay double stumpage payments as liquidated damages for timber removed from the premises without advance payment or authorization as required in clause 7 and for unmarked or undesignated timber cut or damaged through carelessness, negligence or intention.
- E. The Purchaser agrees to make double stumpage payments or pay \$10.00 per tree or \$10.00 per 100" stick of pulpwood or 8'8" log, whichever amount is greater for timber marked or designated on the premises which is destroyed or reduced in value as a result of the Purchaser's operation or negligence and timber that is not removed, or utilized in tops and stumps.

#### **OPERATIONAL SPECIFICATIONS**

10. Cutting requirements: (DBH represents the diameter of timber 4.5 feet above the ground.)

Cut all trees as designated in the timber sale prospectus (attached). Cut all pulpwood trees so designated which contain one or more 100 inch stick. Cut all sawlog trees so designated which contain one or more 8 foot 6 inch log.

Where so designated in the timber sale prospectus, cut all remaining non-merchantable trees which are two (2) inches or greater in DBH. Trees must be completely severed from the stump. Stumps must be no higher than 8 inches.

Contractors harvesting pine in selected stands will apply a pre-approved product to prevent the spread of Heterobasidion Root Disease to the fresh cut stumps the same day that the trees are harvested. The pine stumps will be kept visible so that the application can be monitored. Failure to comply may result in the revocation of the contract and performance bond.

### 11. Utilization specifications:

Cordwood: Minimum top diameter will be 4 inches for softwood and 5 inches for aspen and all other hardwood. Diameters will be measured outside of the bark on the small end.

Sawlogs: Minimum top diameter will be 9 inches for softwood and 10 inches for aspen and all other hardwood. Diameters will be measured inside the bark on the small end.

Saw bolts: Diameter will be 6 to 9 inches for softwood, 8 inches and larger for aspen and 8 to 10 inches for all other hardwood. Diameters will be measured outside of the bark on the small end.

12. Maximum stump height shall not exceed stump diameter or 10 inches, whichever is less.

- 13. All and only the timber marked or designated for cutting on the premises shall be cut whether it is more or less than the volume listed herein.
- 14. The Purchaser shall use reasonable care not to damage the residual timber stands. Trees bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the Seller, harvested (if merchantable) and paid for at the rate specified under Condition 9B. For species not listed in Condition 9B, the Seller's representative shall appraise the value of the timber or use the base stumpage rates as specified in the Timber Sale Handbook (Manual Code 2461).

Damage to residual timber stands shall be considered excessive if the damage to individual trees on any one acre exceeds 5% of the residual basal area. If damage to residual trees exceeds the standards set forth in this contract the purchaser shall submit to the Seller or its agent a written mitigation plan. The purchaser will be subject to forfeitures defined under condition 9 D of this contract. Additional penalties may be imposed that include closure of this contract and forfeiture of all or a portion of the performance bond.

Excessive damage to an individual tree is defined as one or more of the following:

- Broken branches more than 25% of the crown is destroyed.
- Root damage more than 25% of the root area is exposed or severed within the drip line of the tree's crown.
- Any bole or tree broken off.
- Any tree tipped more than 10 degrees from its vertical position.
- Bark abrasions on the bole, roots or limbs that removes an area of the outer bark of the tree that is equal to or greater than 50 square centimeters (or 9 square inches 3" x 3").
  - 15. The Purchaser agrees to complete all operations on each portion of the premises or each compartment as designated in the cutting requirements before beginning in the next, unless agreed to otherwise by the Seller.
  - 16. The Purchaser agrees not to commit any act of waste or nuisance upon the premises.

#### SLASH & DEBRIS DISPOSAL

- 17. The Purchaser agrees to comply with the State Slash Law, Section 26.12(b), Wisconsin Statutes, with requests regarding forest fire prevention and suppression made by the Seller and takes all reasonable precautions to prevent, suppress and report forest fires.
- 18. No slash, tops, or debris to be left in road ditches, on road rights of way or on woods trails; all slash will be distributed evenly across the sale area and the slash height shall not exceed 4 feet. Slash disposal by removal or by lopping and scattering is required within 100 feet of the centerline of public roadways and power line rights of way and within 500 feet of buildings. Lopping means reduction of slash to within two (2) feet of the ground surface. Scattering means the spreading of slash piles and concentrations to the satisfaction of the seller.

19. The Purchaser shall remove, to the satisfaction of the Seller, all solid waste, trash and debris generated by the Purchaser.

### BEST MANAGEMENT PRACTICES (BMPs) AND OTHER GUIDELINES

- 20. The Purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required.
- 21. The purchaser shall comply with all recommended Forestry BMPs for Invasive Species as described in "Wisconsin's Forestry Best Management Practices for Invasive Species" published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: http://council.wisconsinforestry.org/invasives/forestry
- 22. The purchaser shall comply with all General Guidelines as described in "Wisconsin's Forestland Woody Biomass Harvesting Guidelines" published by the Wisconsin Department of Natural Resources, publication Pub- FR-435-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: http://council.wisconsinforestry.org/biomass/

## SOIL DISTURBANCE/RUTTING

#### 23. Soil disturbances are excessive if:

- Roads, landings, skid trails, and general harvest areas have a gully or rut 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.
- Roads, landings, and primary skid trails in a riparian management zone (RMZ) or wetland, have a gully or rut 6 inches deep or more and 100 feet long or more and in an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.
- Secondary skid trails and general harvest area has a gully or rut that is 6 inches deep or more and 100 feet long or more.

<u>Note:</u> 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 of the two depths (the "top" of the lug). The length is

measured from the start of the "too deep" sections to the end of the "too deep" section. Measurements are not cumulative.

## ROADS, CAMPS, SURVEY CORNERS

- 24. Location, construction, and use of logging roads, landings, mill sites and campsites are subject to advance approval by the Seller. All such areas or facilities used or constructed by the Purchaser must be operated, maintained and restored prior to termination of the Contract in a manner satisfactory to the Seller. Purchaser shall repair damage to existing roads prior to release by the Seller of the Purchaser's performance bond.
- 25. No residence, dwelling, permanent structure, or improvement shall be established or constructed on the premises.
- 26. Logging roads that intersect town, county, or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. This requirement is the responsibility of the purchaser. All ditch and road shoulders must be returned to original state before performance bond is refunded.
- 27. The Purchaser agrees to pay for the cost of repair or replacement of any land survey monuments or accessories which are removed or destroyed or made inaccessible. Payment of cost or repair shall not prevent enforcement or recourse to other statutory provisions which apply to such action or conduct of the Purchaser.

#### LIABILITY

- 28. The Purchaser agrees to protect, indemnify and save harmless the Seller from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations or in connection with any action or omission of the Purchaser, who shall defend the Seller in any such cause of action or claim.
- 29. Unless otherwise required in writing by the Seller, the Purchaser, prior to any performance under the contract and during the period of this contract, shall provide the Seller with proof of insurance coverage required by this contract on an original Certificate of Insurance. This certificate shall indicate that Workers Compensation insurance coverage is provided for all employees working under this Contract for its duration. In addition, this certificate shall indicate that the amount of general liability coverage that the contractor carries. Each contractor shall be required by Monroe County to carry at least one million dollars in liability insurance; this requirement may be met through a combination of general liability (each occurrence) and excess/umbrella liability coverage. Such Certificate shall further include the condition that the insurer shall notify the Seller in writing at 14345 Co Hwy B, Suite 5, Sparta, WI 54656-4509 within five (5) days of any change in its terms or twenty (20) days prior to its termination.

#### INDEPENDENT CONTRACTOR RELATIONSHIP

- 30. In connection with the performance of work under the Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in s.51.05(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off or termination; pay rates or other forms of compensation; and selection for training, including apprenticeship. The Purchaser further agrees to take affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Purchaser setting forth the provisions of this nondiscrimination clause.
- 31. The Purchaser is an independent contractor and not an employee or agent of the Seller for any purpose including Workers Compensation. The seller agrees that the purchaser shall have sole control of the method, hours worked, and time and manner of any performance under this contract other than as specifically provided herein. The seller reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the contract. The seller takes no responsibility for supervision or direction of the performance of the contract to be performed by the purchaser or the purchaser's employees or agent. The seller further agrees that it will exercise no control over the selection and dismissal of the contractor's employees or agents.

### DISPUTES, ASSIGNMENT AND CHANGES

- 32. Disputes regarding quality and quantity may be settled by arbitration in accordance with Chapter 788, Wis. Stats., if the part alleging such a dispute notifies the other party in writing thereof within ten (10) days after the party became aware of or reasonably could have become aware of, such dispute.
- 33. Cutting under this Contract cannot be assigned or subcontracted in part or in whole without prior written approval from the Seller and may be changed or amended only in writing. The Purchaser shall notify the Surety, if any, of any such change or amendment.

### **CONTRACTING PARTIES**

34. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, representatives, successors, heirs, members and servants. Contractor agrees, prior to beginning any activity on sale area, to submit names of all subcontractors which will be operating on the sale area. Seller reserves the right to reject subcontractors based on past experience with seller.

35. If the Purchaser ceases to exist, in fact or by law, the Seller may immediately terminate this Contract and, without waiving any remedies available to it, perform the Contract.

### SCALING AND CONVERSION FACTORS

- 36. Seller will determine whether forest products are to be scaled on site (woods scale) or if haul ticket system will be authorized, or any combination thereof. All forest products must be removed from the timber sale and landing area within 21 days of being severed from the stump (harvested), all forest products sold by weight that are not weighed within 21 days of being harvested will be cord scaled by the Seller and converted to tons, payment will be made based on this scale and conversion.
- 37. A Lake States cord (4 feet by 4 feet by 100 inches long or 133 cubic feet) or a ton (2,000 pounds) will be used in determining timber volume for all forest products that do not meet the saw timber specifications. A standard cord will be used in determining timber volume for all saw bolt products. The dimensions are 4 feet by 4 feet by 8 feet long or 128 cubic feet. A saw bolt is defined as a stick of wood that does not meet Monroe County's sawtimber specifications, however, it will be delivered to and processed by a sawmill. The minimum cutting length for harvested forest products is 100 inches long. Approval for cutting products in lengths other than 100 inches may be acceptable with approval. All scaling methods and determinations shall be determined by the Monroe County Forest Administrator or his designee.
- 38. The seller may inspect loaded trucks hauling forest products from the premises for scaled wood and/or haul tickets and check the sale at any time.
- 39. When peeled cordwood is measured or weighed; it is agreed that 12.5% will be added to hand peeled volume, 16% to ring debarked volume, and 25% to other machine peeled volume to compute equivalent unpeeled volume.
- 40. The Scribner Decimal C Log Rule shall be used for scaling logs.
- 41. Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
- 42. The cordwood weight conversion factors shall be those listed below.

<u>Species</u>	<u>lbs./cord</u>	<u>Species</u>	lbs./cord	
Oak	5500	Red/Jack/White Pine	4400	
Mixed hardwood	4800	Aspen	4600	

43. All sawlogs and saw bolts shall be separated from pulpwood when piled.

- 44. All pulpwood shall be piled on the ground at an approved landing area for scaling unless hauling is authorized under a haul ticket system. Piles shall be level and square with at least 10 cords per pile. At least 30 cords of wood will be skidded and piled before a scale is requested.
- 45. Logs shall be yarded for scaling at an approved landing area. If logs are decked, the log length shall be marked on the small end with lumber crayon. Log decks shall be no higher than six (6) feet and only logs of the same length will be piled together. All small ends shall be on one side of the log deck, or all small ends must be marked with a lumber crayon.
- 46. All logs shall remain on the premises until scaled unless other arrangements are approved.

### HAUL TICKET SYSTEM

- 47. Un-scaled wood may not be hauled from sale area without a haul ticket for each load hauled. Haul tickets will only be authorized for pulpwood hauled to pulp mills, wood yards, or chipping mills which scale by weight or by the cord, unless other arrangements have been made with the County Forest Administrator.
- 48. Haul tickets may be purchased in any lot sizes by depositing the appropriate sum of money according to the fee schedule in 9B, at the Monroe County Forestry & Parks office, 14345 Co. Hwy. B, Suite 5, Sparta, WI 54656. The minimum required advance stumpage payment is an estimate of 100% for each haul ticket. The balance (if applicable) of each ticket will be due within 14 days of issuance of an invoice.
- 49. A lock box shall be placed on the premises by the seller as soon as reasonably possible after receiving the request from the purchaser.
- 50. The purchaser shall provide the seller with a list of all destinations of forest products to be removed from the premises. Changes in destination shall be reported before hauling to the new destination.
- 51. Prior to hauling any forest products; the purchaser agrees to provide, on forms supplied by the seller, intent of all buyers of harvested forest products from the premises to return copies of scale slips with attached corresponding tickets. Purchaser agrees not to sell forest products to any buyer who has not provided written verification of his/her intent to return scale slips and tickets.
- 52. Each time a load of forest products leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lock box.
- 53. Failure to deposit a ticket in the lock box each time a load of forest products leaves the sale area may be considered a breach of contract. Purchaser agrees to pay double the stumpage rate as indicated in clause 9 as liquidated damages for such removed timber for breach of contract. In addition, failure to deposit tickets in the lock box may also be considered timber theft under State Statute 26.04 or theft under State Statute 943.20 with appropriate penalties.

- 54. If, for any reason a lock box is not present on the sale site as requested by the purchaser, no wood may be removed by haul ticket until a lock box has been put in place.
- 55. Tickets are issued for the contract specified on the ticket and shall not be used for any other contract.
- 56. When 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.
- 57. A list of all truckers that will be hauling timber from the premises shall be provided to the seller by the purchaser before hauling begins. It shall be the responsibility of the purchaser to provide such truckers with appropriate tickets.
- 58. **Truck delivery:** The appropriate portion of the ticket shall be detached at the point where the timber is scaled and attached to a duplicate copy of the scale slip and then immediately returned to the seller. Failure to deliver the appropriate portion of the ticket to the wood scaler will be considered timber theft.
- 59. **Rail 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, then immediately returned to the seller.
- 60. The sale prospectus is attached to and is part of the contract. All stipulations and operating procedures in the prospectus are part of the contract.

#### **TIMBER THEFT**

- 61. The seller reserves the right to suspend this contract by oral or written notice if the contractor or any employee or subcontractor thereof is under investigation for timber theft, or has been arrested or issued a citation for, or formally charged with timber theft under ss. 26.04, or ss. 943.20, Wis Stats, on this contract or on any other timber contract on the Monroe County Forest.
- 62. The seller reserves the right to terminate this contract by written notice if the contractor or any employee or subcontractor thereof is convicted of timber theft or pleads to charges of timber theft under ss. 26.04 or 943.20, Wis. Stats.
- 63. Other conditions:

Attachment: Timber sale prospectus

Monroe County Purchaser:

Ву:		Name:				
Date Signe	d:	Date Signed:				
1010.2 TIMB	ER SALE EXTENSION / RENEV	WAL POLICY				
Summ	er logging sales:					
	2 year contract					
	First extension (6 months):	5% stumpage increase				
	Second extension (6 months):	5% stumpage increase				
	Third extension (6 months):	10% stumpage increase				
Winte	r logging sales:					
	2 year contract					
	First extension (12 months):	no increase				
	Second extension (12 months):	5% stumpage increase				
	Third extension (12 months):	10% stumpage increase				
1010.3 FIREV	WOOD PERMIT					
STROE COLA	MONROE	COUNTY				
	FORESTRY & PARKS DEPARTMENT					
PISCONSID	14345 Cty Hwy B, Suite 5, Sparta WI 54656-4509					
	FAX: 608-366-1809					
Chad Ziegler,	Administrator	Chad 7: a slan@aa mannaa wi wa				
608-269-8635 FIREW	OOD: used by the permittee a	Chad.Ziegler@co.monroe.wi.us and WILL NOT be SOLD, TRADED or				
	GIVEN AWAY!					
Permit No:	Date Issued:	Expiration Date:				
	of	is authorized to cut firewood on the following				

Address

Name

described property owne	d by Monroe County: _			
The undersigned agrees t will not be sold, traded o reason.	•	-		
This permit is valid forlong) or approximately 2		A cord has the follow	wing dimensions (4	' long by 4' high x 8'
The permittee is allowed	to cut only the followin	ng trees:		
Dead tree	es or tops that have falle	en to the ground.		
Dead star	nding trees.			
Other:				
This permit is non-transfe while cutting is in progre be used while transportin	ss, and while wood is b	peing transported. O	-	
Make	Model & Color		Year	License #
All burning is strictly forbit Monroe County from and damage to any property of County in any such action	l against any and all clai or bodily injury to any p	ims, demands, suits, l	iability, expense by	reason of loss or
Permit must be shown to Natural Resources Warde	•	•	ement personnel o	r any Department of
Permit may be cancelled Monroe County Forestry	•	•	of the conditions	of the permit or
OTHER CONDITIONS:	1. NO CUTTIN	G OR HAULING from	April 1 <sup>st</sup> through A	August 15 <sup>th</sup> .
	2. <b>DO NOT CU</b>	IT live trees.		
	3. Only cut fire	ewood in the area de	signated above.	
	4. ATV's and u	itility vehicles are not	allowed on county	/ forest lands.
	5. Do not leav	e trash, oil/gas conta	iners, etc. on site.	Thank you.
	6. Stump heig	ht shall not exceed st	ump diameter or 1	0" whichever is less.
Permittee		A	uthorized by	
	Phone #			

## 1010.4 PRIVATE ACCESS AGREEMENTS

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Name Address City,State,ZIP

Monroe County is owner of certain real property located in the Town of LEGAL DESCRIPTION OF COUNTY OWNED LAND. The PERMITTEE owns the parcels identified as LEGAL DESCRIPTION OF PERMITTEE'S LAND which adjoins the county's real property. So long as the PERMITTEE owns the adjoining real property, the PERMITTEE and their invitees are granted permission to use the said pathway across the County Forest Land as follows:

- 1. For ingress and egress by automobile or light truck to the PERMITTEE'S real property, LEGAL DESCRIPTION OF PERMITTEE'S PROPERTY.
- 2. This permission is non-transferable and non-exclusive.
- 3. The existing pathway shall be maintained in its existing condition, normal wear and tear excepted, and with the PERMITTEE fixing any significant rutting caused by his use of the pathway.
- 4. The PERMITTEE may keep the pathway clear of trees or shrubs. The maximum width of clearance is limited to 8 feet from the center of the pathway.
- 5. The PERMITTEE agrees to indemnify the County and to save the County harmless in regard to any and all liability that may arise as a result of the construction, maintenance, or use of said roadway.
- 6. The PERMITTEE shall indemnify and defend the County and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the pathway to access the PERMITTEE'S adjoining real property: LEGAL DESCRIPTION OF PERMITTEE'S PROPERTY.
- 7. The County may cancel this permission without cause and at any time by mailing notice to PERMITTEE, PERMITTEE'S ADDRESS.
- 8. This permission will expire five years from the date of signing.

Name	Date	Chad Ziegler, Forestry Director	Date

## 1010.5 CAMPING POLICY / PERMIT

See Appendix 1005.2.4 Parks and Recreation

## 1010.6 TREE STAND POLICY

Sec. 44-97. - Construction of tree stands and other devices.

- (a) It shall be unlawful for any person to erect or cause to be erected any permanent devices or platforms in or on any tree or trees, living or dead, or on the ground or to drive any nails, bolts, or rods into any tree, living or dead, on land owned by the county. These devices are commonly known as tree stands.
- (b) The use of removable devices that cause no damage to the tree may be used provided that such devices are removed at the end of each day of use.
- (c) Any person found erecting or using any permanent structure shall be prima facie evidence of construction.

(Ord. No. 06-15-08, 6-24-2015)

## 1015 FACILITIES AND REPORTS

### 1015.1 RECREATIONAL INVENTORY

See Chapter 900 for additional information.

- 1 Campground: McMullen Memorial County Park/71 camp sites
- 2 Nature & Hiking trails (2 miles)
- Snowmobile trails (300 miles county wide)
- 2 Picnic areas / shelters
- 1 Swimming beach
- 2 Boat landings
- Other recreational developments

## 1015.2 STATEMENT OF COUNTY FOREST LOAN

	Wisconsin Department Of Natural Resources	Report:	53A
ASSUMENT ASSOCIATED SET OF MATERIAL SECONDED	Report 15	Page:	1 of 1
	Statement Of County Forest Loan Accounts as of December 28, 2020		

County		Variable Acreage	e Share Loans			Projec	t Loans		Balance Owed DNR
	DNR Issue	d Loans	County Repayments		DNR Issued Loans		County Repayments		
	CY 2020	Tot To Date	CY 2020	Tot To Date	CY 2020	Tot To Date	CY 2020	Tot To Date	
Ashland	578,004.15	690,598.26	552,271.83	690,598.26	1,125,780.74	1,125,780.74	1,125,780.74	1,125,780.74	0.00
Ваггоп	96,839.96	122,285.69	115,279.27	122,285.69	874,219.80	874,219.80	874,219.80	874,219.80	0.00
Bayfield	1,805,804.87	2,327,946.84	2,069,449.82	2,327,946.84	300,000.00	300,000.00	300,000.00	300,000.00	0.00
Burnett	2,198,776.55	2,511,234.66	2,322,883.10	2,511,234.66	2,025,672.27	2,025,672.27	1,848,229.36	1,848,229.36	177,442.91
Chippewa	491,129.71	552,019.26	519,887.59	552,019.26	161,000.51	161,000.51	161,000.51	161,000.51	0.00
Clark	735,258.12	1,161,477.30	1,090,304.00	1,161,477.30	53,000.00	53,000.00	53,000.00	53,000.00	0.00
Douglas	1,116,598.65	1,876,638.45	1,581,649.61	1,876,638.45	529,850.00	529,850.00	529,850.00	529,850.00	0.00
Eau Claire	400,590.54	526,533.23	459,955.57	526,533.23	126,933.08	126,933.08	126,933.08	126,933.08	0.00
Florence	320,438.90	444,068.78	369,908.76	444,068.78	1,677,376.82	1,677,376.82	1,677,376.82	1,677,376.82	0.00
Forest	200,602.85	236,907.91	206,495.19	236,907.91	4,750,417.53	4,750,417.53	404,010.06	404,010.06	4,346,407.47
Iron	2,164,779.18	2,701,711.99	2,454,846.59	2,701,711.99	767,860.74	767,860.74	767,860.74	767,860.74	0.00
Jackson	1,523,557.19	1,876,477.59	1,682,080.87	1,876,477.59	1,200,507.00	1,200,507.00	1,030,472.83	1,030,472.83	170,034.17
Juneau	69,732.19	116,824.82	103,056.91	116,824.82	1,213,470.63	1,213,470.63	937,106.88	937,106.88	276,363.75
Langlade	194,729.74	555,874.24	363,502.42	555,874.24	0.00	0.00	0.00	0.00	0.00
Lincoln	299,046.34	590,731.41	471,925.25	590,731.41	1,220,980.00	1,220,980.00	1,220,980.00	1,220,980.00	0.00
Marathon	590,962.46	595,486.56	595,332.18	595,486.56	2,545,511.00	2,545,511.00	1,349,590.14	1,349,590.14	1,195,920.86
Marinette	362,991.97	1,104,208.02	530,564.46	1,104,208.02	38,000.00	38,000.00	38,000.00	38,000.00	0.00
Monroe	11,723.61	21,340.37	20,037.71	21,340.37	328,770.00	328,770.00	157,564.90	157,564.90	171,205.10
Oconto	94,992.00	219,031.59	153,970.86	219,031.59	450,000.00	450,000.00	450,000.00	450,000.00	0.00
Onelda	924,617.24	1,186,720.14	996,248.48	1,186,720.14	439,010.00	439,010.00	439,010.00	439,010.00	0.00
Polk	291,034.05	323,941.93	293,637.40	316,588.71	840,353.50	840,353.50	840,353.50	840,353.50	7,353.22
Price	1,241,520.93	1,491,622.00	1,297,213.24	1,491,622.00	804,427.48	804,427.48	804,427.48	804,427.48	0.00
Rusk	1,855,945.67	2,147,849.67	1,957,849.11	2,147,849.67	136,950.00	136,950.00	136,950.00	136,950.00	0.00
Sawyer	844,622.04	1,172,316.95	1,075,385.15	1,172,316.95	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
Taylor	157,249.66	204,461.52	174,718.79	204,461.52	36,398.28	36,398.28	36,398.28	36,398.28	0.00
Vemon	0.00	0.00	0.00	0.00	978,838.53	978,838.53	38,402.55	38,402.55	940,435.98
VIIas	674,348.93	779,307.74	732,389.29	779,307.74	678,019.42	678,019.42	678,019.42	678,019.42	0.00
Washburn	2,887,260.64	3,312,826.65	3,029,225.98	3,312,826.65	930,724.71	930,724.71	930,724.71	930,724.71	0.00
Wood	147,016.60	259,901.61	239,130.10	259,901.61	77,000.00	77,000.00	77,000.00	77,000.00	0.00
State Total :	22280174.74	29110345.18	25459199.53	29102991.96	25311072.04	25311072.04	18033261.80	18033261.80	7285163.46

NOTE: Severance Payments " In the mail " OR Otherwise still in Process are not in this Report. This Report is on a Calender Year basis.

Prepared by Division of Forestry, December 28, 2020

WI. Department Of Natural Resources

## 1020 MISCELLANEOUS MAPS AND BROCHURES

Park brochures, trail maps and other resources can be found at:

https://www.co.monroe.wi.us/departments/forestry-parks

## 1020.1 COUNTY SNOWMOBILE MAP

A current snowmobile trail map can be found at:

https://www.co.monroe.wi.us/departments/forestry-parks

The Snowmobile Trails of Monroe County website:

http://www.monroetrails.com/

## 1020.2 COUNTY NON-MOTORIZED RECREATIONAL TRAILS

There are two hiking trails at McMullen Memorial County Park, Warrens, WI.

Additional information can be found at:

https://www.co.monroe.wi.us/departments/forestry-parks