

Timber Sale Administration Policy
Iron County Forestry Department
Approved by Iron County Forestry Committee: 032206

Lessons learned and points well taken from the 'Logger's Listening Session' of 17 January, 2006 lead us to develop a timber sale administration policy that both foresters and loggers can understand, accept and apply to follow the Iron County Forest Mission Statement and meet the goals determined by the Forestry Committee and approved by the Iron County Board of Commissioners.

1. The final decision on the administration of timber sales on the Iron County Forest rests with the **Iron County Forest Administrator** or those county employees designated by the Iron County Forest Administrator.
2. The "**Forester of Record**"(FoR) will be the first line administrator of a specific timber sale. The "Forester of Record" is listed on the official timber sale map and may be employed by Iron County or the State of Wisconsin Department of Natural Resources.
3. Sale specifications shall be written in such a manner as to define or describe the desired outcomes of the silviculture prescription or sale conditions without prescribing or limiting equipment to be used. Iron County reserves the right to prescribe or limit equipment or techniques to operate on Iron County Forest timber sales under special circumstances and to accomplish specific silviculture goals.
4. All policies, ordinances, laws and sale specifications will be followed, whether listed specifically in the contract, sale specifications and prospectus, or not. Mitigation of actions in violation of policies, ordinances, laws or specifications shall be the responsibility of the contractor. It is Iron County's responsibility to make all contractors aware of current policies, ordinances laws and specifications.
5. Sales will be visited in person by the "Forester of Record" (FoR) or designee prior to road construction or logging activity, as necessary while sale is active, and just before vacating the sale by the logger while equipment remains on the sale site. Contractor is required to give FoR three working days notice prior to sale start-up and prior to sale closure. If instructions are given to the contractor on sale operations, a copy of the written instructions will be left with the logger, sent to the Iron County Forest Administrator, and kept as part of the sale log by the FoR. Forms will be provided to the FoR for this purpose by Iron County.
6. Foresters will design, mark, cruise and administer timber sales on the Iron County Forest while considering the Iron County Forest Mission Statement and Goals, natural and topographical conditions, current equipment, markets and industry trends in order to provide the most economically attractive and least intrusive silvicultural prescription, while improving the future potential of the stand. Sale specification standards, written into future contracts or on specific sale prescriptions shall control the outcome of a particular sale, not necessarily equipment restrictions. We will strive to work with the logging contractor to prevent problems before they happen and mitigate problems *between the contractor and the county* if and when they happen.

IRON COUNTY FOREST

RUTTING POLICY

Approved by Forestry Committee 110706

In order to provide quantitative standards for defining the limits of acceptable rutting as required for Forest Certification Standards, Iron County Forest is proposing the following policy. We intend to make this policy a part of the 2006 Fifteen Year Comprehensive Forest Management Plan. These standards would be used on timber sales, landings, skid trails, forest roads and trails, recreation trails (motorized and non-motorized), parks and the harbor.

Materials that complement the standards are being developed by State and Federal entities. Our past experiences with managing soil quality have been used to develop this policy and will be implemented for future problem solving. These materials will provide information on how to avoid unintentional soil disturbances and how to correct them if they occur.

This policy should be used in conjunction with field visits and in consultation with contractors, users and equipment operators. The policy should guide decisions made by the administrator and by users; but it does not mandate decisions. On the ground conditions and availability of equipment and other resources should also be considered.

Goals for the management of soil disturbance are to:

- Minimize inadvertent soil disturbance and potential adverse impacts to soil productivity, water quality, fish and wildlife habitat and other natural resources.
- Protect public investment in the Iron County Forest.
- Maintain roads and trails to intended design standards.
- Combine professional expertise and operator (user) experience in the formation of on the ground decisions.
- Provide a protocol for identifying and responding to maintenance needs.

The Iron County Forest recognizes that soil disturbances occur during forestry operations and recreational pursuits. Some disturbances are intentional, such as mechanical site preparation, construction of roads, landings and trails, and improvement of infrastructure and facilities. Other soil disturbances are unintentional, such as ruts or gullies, and may result in tree mortality, reduced forest soil productivity, and reduced water quality. Ruts and other soil disturbances visually suggest poor forest stewardship, even if forest productivity or water quality is not impacted.

Soil disturbance during logging or recreational use can be avoided or minimized by using appropriate equipment, by avoiding forest use on susceptible sites during wet periods, and by carefully monitoring and controlling operations. If they do occur, the potentially negative effects of soil disturbance can be mitigated by remedial actions such as reestablishing drainage or installing erosion controls. Repair and mitigation is less

desirable than avoidance because of the cost of implementing and maintaining repair and mitigation practices, the loss of forest productivity, and the possibility that the soil degradation may not be correctable.

Areas with excessive levels of soil disturbance display degradation due to poor site conditions or excessive use. To avoid reaching excessive levels of soil disturbance and to avoid disruption in timber sale and other forest use activities, it shall be the policy of the Iron County Forest to take the following actions:

- Identify areas susceptible to soil disturbance and plan activities accordingly.
- Operate equipment and vehicles only when ground is frozen or dry enough to support the load.
- Monitor air temperature. Equipment or vehicles may not be able to operate once temperatures rise above freezing.
- Avoid sharp turns, especially at base of hills.
- Avoid traveling through depressions.
- Utilize mats made from slash or manufactured material for temporary crossings. Remove when finished.
- Shift all operations to upland areas when soil or temperature conditions deteriorate.
- Reduce loads.
- Use low ground pressure equipment and vehicles.
- Use common sense while operating vehicles on the Iron County Forest, ask yourself "will I cause significant soil disturbance? Do I have the proper equipment and time to repair any damage I cause?"

Sample PRIVATE ACCESS LAND USE PERMIT

This agreement is made between Iron County (County), _____ of _____, WI. This agreement shall remain in effect for two (2) years from the date of all signatures to this document.

The County, in consideration of the sum of \$25.00 hereby agrees to allow use of a right-of-way for public access and road purposes by _____. Said right-of-way to be a strip, 2 rods wide over and across the following described lands:

An old logging road running generally north-north east from "Pat's Meadow Road", through the NWNE Section 32, Township 46 North, Range 1 East, as shown on the attached map, which is made part of this agreement. A temporary bridge may be placed at the existing crossing on Sullivan Creek. Bridge shall be removed within two weeks of hauling completion. A short road (approximately 250 feet) may be constructed from the logging road to _____ lands in Sec 29 T46, R2E.

This agreement is subject to the following restrictions:

- 1.- _____ is responsible for all expenses necessary for the construction and maintenance of any road or bridge constructed by them across lands owned by Iron County. Road construction shall follow *Wisconsin's Forestry Best Management Practices for Water Quality Guidelines*. Iron County assumes no liability for any repairs or maintenance of the road authorized by this agreement. Iron County may, from time to time repair or maintain said road for County Forest purposes only. Permit for temporary bridge shall be the responsibility of _____.
- 2.- _____ shall not restrict any public use of the road authorized by this agreement, or any other road constructed on lands owned by Iron County; and shall not install any gates, cables, barricades, or other structures on lands owned by Iron County.
- 3.- _____ may not transfer this agreement to their heirs or assigns; and this agreement shall expire when they no longer own the land in Section 18, T45N, R2E.
- 4.- The location of any access road to be constructed by _____ that is different from the route shown on the attached map must be approved by the Iron County Forest Administrator before any construction activity is begun on it.
- 5.- _____ must notify the Iron County Forest Administrator at least three (3) business days before beginning any construction work on the access road.
- 6.- Any trees cut on lands owned by Iron County shall remain the property of Iron County and shall be decked separate from all other forest products for scaling by ICF. Stumpage for logs and pulp removed shall be charged at current average stumpage rates as determined from the most recent ICF timber auction.
- 7.- This agreement does not convey any ownership rights to _____; who waives any declaration of ownership or interest in those lands owned by Iron County that their access road might cross.

In Witness whereof, said grantors, Iron County, Wisconsin, has hereunto set their hands and seals this _____ day of _____, 200_.

WITNESSES:

COUNTY BOARD CHAIRMAN

COUNTY CLERK

PUBLIC UTILITY EASEMENT

WHEREAS, Iron County owns certain lands located in the Southwest Quarter of the Northeast Quarter of Section 9, Township 42 North, Range 2 East, Town of Mercer, Iron County, Wisconsin; and

WHEREAS, County Trunk FF will require significant re-alignment as part of an imminent re-construction project, and utilities will be required to be moved; and

WHEREAS, UTILITY COMPANY is desirous of obtaining, from the County of Iron, an easement of right-of-way for public utility upon, across, along and through the Southwest Quarter of the Northeast Quarter of Section 9, Township 42 North, Range 2 East, Town of Mercer, Iron County, Wisconsin, and, specifically, via a parcel of land 2 rods in width, along and parallel to the existing County Trunk FF right-of-way, Section 9, Township 42 North, Range 2 East, Town of Mercer, Iron County, Wisconsin extending from the existing telephone line right-of-way approximately 450 feet, where telephone cables shall be buried; and

WHEREAS, said public utility easement will enable Iron County taxpayers to receive telephone service at their residences; and

WHEREAS, said public utility easement is not in conflict with the Iron County Forestry Department's 10 Year Plan.

NOW, THEREFORE, Iron County hereby conveys to UTILITY COMPANY an easement of right-of-way for public utility upon, across, along and through the Southwest Quarter of the Northeast Quarter of Section 9, Township 42 North, Range 2 East, Town of Mercer, Iron County, Wisconsin.

Subject to the following exceptions and restrictions:

1. Grantee is responsible for all costs and expenses resulting, directly or indirectly, from the placement, construction and maintenance of any utility line constructed by Grantee across lands owned by Iron County. Iron County assumes no liability for any repairs or maintenance of the utility line authorized by this instrument.
2. The utility line shall be buried, installed, and witnessed using utility industry standards. Line route shall follow path of least resistance, avoiding larger trees and other obstacles. Line shall be marked using industry standards.
3. The location of any utility line to be constructed by Grantee that is different from the route shown on the map attached hereto and made a part hereof as though fully set forth herein, must be approved by the Iron County Forest Administrator before any construction activity is begun.
4. Grantee shall notify the Iron County Forest Administrator at least three (3) business days prior to the commencement of any construction work on the utility line.
5. Iron County reserves the right to harvest wood adjacent to this utility line from time to time. The County's access to and utilization of this wood shall not be restricted by

the existence of this line. Any and all merchantable stems cut as a result of this utility installation (top diameter greater than or equal to 4 inches) shall be cut into 100 inch lengths and decked in a neat, and workmanlike manner in the location designated by the Forest Administrator. All such timber shall remain the property of Iron County.

6. Grantee shall not restrict any public use of the Iron County Forest lands described herein, or any other lands owned by Iron County, and shall not install any gates, cables, barricades, or other structures on lands owned by Iron County.
7. This easement does not convey any ownership rights to Grantee or its officers, employees, agents, successors or assigns.
8. Grantee agrees to indemnify and hold Grantor and Grantor's agents, officers, employees and assigns harmless from liability, damages and attorney's fees and costs, which may arise from accident or incident which may occur, directly or indirectly, as a result of the use of the property described herein by Grantee or its officers, employees, agents or assigns, to access the property owned by Grantee or for any other purpose. Grantee further agrees to indemnify and hold Grantor and Grantor's agents, officers, employees and assigns harmless from any and all liability, loss, or damage that Grantor or Grantee may suffer as a result of claims, demands, costs, including attorney's fees or judgments, or other action against it or them by reason of personal injury or death to any person or persons, or any property damage, resulting, directly or indirectly, from the use of the subject property by Grantee or its officers, employees, agents, successors or assigns.

GRANTOR, IRON COUNTY

BY:

ATTEST:

DENNIS DeROSSO, CHAIR

MICHAEL J. SAARI, CLERK

STATE OF WISCONSIN

ss.

COUNTY OF Iron County

Personally came before me this _____ day of _____ 2006, the above-named DENNIS DeROSSO and MICHAEL J. SAARI, to me known to be the persons who executed the foregoing instrument, and acknowledge the same.

Notary Public, State of Wisconsin

My commission expires: _____

UTILITY COMPANY

BY:

TITLE:

DEER STAND RULES – IRON COUNTY FOREST

RESOLUTION: **2205** AMENDMENT OF CHAPTER 1 – IRON COUNTY ORDINANCES
(PARKS AND COUNTY FOREST)

WHEREAS: The Iron County Forestry Committee has determined that increased hunting activity in the Iron County Forest has made it necessary to regulate the use of hunting blinds and tree stands in the Iron County Forest to prevent damage to trees, injury to forest products industry workers and deposition of waste on County owned lands, now therefore

SECTION 12-1-1 (b) – Definitions

- (19) **Ground Blind** – Any structure that is constructed or placed on the ground, including structures elevated on posts or legs, for the purpose of sheltering or concealing person(s) engaged in hunting, photographing, or observing wildlife.
- (20) **Tree Stand** – Any structure that is constructed or placed in a tree for the purpose of supporting and/or concealing person(s) engaged in hunting, photographing, or observing wildlife.

SECTION 12-1-5 (e) – Recreational Use

- (12) Any ground blind or tree stand placed on Iron County Forest lands must have the name and address of the person who owns it clearly displayed on it in letters that are legible from the ground, for tree stands; or at least from 10 feet away, for hunting blinds.
- (13) Driving, screwing, or otherwise placing nails, screws, lag bolts, spikes, or any other metal objects into trees located on Iron County Forest lands, for the purpose of constructing a ground blind or tree stand, is prohibited and unlawful.
- (14) Tree stands placed into trees located on Iron County Forest lands must be portable, removable, and not damaging to the tree that they are placed into. A tree stand that is placed into a tree located on Iron County Forest land must be completely removed from that tree at the end of the same day that it is placed there, except during the time period of September 1 through December 31 when tree stands may be left in place without daily removal.
- (15) A ground blind that is constructed of natural materials, untreated sawn lumber, untreated manufactured wood products similar to plywood or wood flakeboard, cloth made of natural fibers, and cord or rope made of natural fibers, and whose exterior dimensions do not exceed four feet by eight feet may be placed on Iron County Forest Lands, but must be completely removed from those lands when the owner of that blind no longer intends to use it. Use of any plastic, fiberglass, tar paper, roofing materials, carpeting, glass, wood that is painted and/or treated with preservatives, or other man-made materials, in the construction of ground blinds placed on Iron County Forest lands is prohibited, and unlawful, except when done in compliance with (16).
- (16) Ground blinds that contain material prohibited by (15), and that are designed to be portable may be placed on Iron County Forest lands if removed from those land on

- the same day they are placed on them, except during the time period of September 1 through December 31 when they may be left in place without daily removal.
- (17) Steel nails and fasteners may be used in the construction of ground blinds on Iron County Forest lands except that placing those nails or fasteners into trees is prohibited and unlawful. Use of stainless steel, aluminum, copper, or other non-ferrous metallic fasteners and wire in the construction of ground blinds placed in the Iron County Forest except for those used in compliance with (16), is prohibited and unlawful.
 - (18) All materials and objects deposited on Iron County Forest lands by persons utilizing tree stands, and ground blinds shall be completely removed from Iron County Forest lands in compliance with this section and Iron County Ordinance No. 2004 (Dumping of Refuse, Hazardous Waste, and Recyclables Ordinance).
 - (19) All ground blinds and tree stands placed and/or constructed on Iron County Forest lands previous to August 1, 1996 must be in compliance with (12), (13), (14), (15), (16), (17), and (18), or completely removed from the Iron County Forest lands before July 1, 1997.
 - (20) The penalty for violation of Section 12-1-5 (e), paragraphs 12 through 19 shall be \$100.00 for each incident, and the Iron County Sheriff, Iron County Sheriffs Deputies and Wisconsin Department of Natural Resources Conservation Wardens are authorized to enforce those regulations.

BE IT FURTHER RESOLVED: That the Iron County Forest Administrator is hereby authorized, and directed to remove, and/or destroy ground blinds and tree stands placed on Iron County Forest lands in violation of these regulations.

IRON COUNTY FORESTRY DEPARTMENT

915.8

2015 FIREWOOD PERMIT

PLEASE PRINT

Name	Phone #	Date Issued	Fee Paid
		Expires on this date, 2016	\$20.00
Address	City	State	Zip

THIS FIREWOOD PERMIT IS FOR THE REMOVAL OF SLASH, TOPS, AND DOWN TREES THAT ARE LYING ON IRON COUNTY FOREST LANDS. IT DOES ALLOW YOU TO REMOVE LOGGING SLASH AND DOWN TREES FROM IRON COUNTY FOREST LANDS THAT ARE NOT UNDER LOGGING CONTRACTS.

IT **DOES NOT** ALLOW YOU TO:

1. Cut on any lands other than Iron County Forest lands.
2. Remove decked pulpwood or logs - no matter how old they are.
3. Cut any standing trees - whether dead or alive.
4. Travel with motor vehicles on trails that are gated or posted against motor vehicle travel.

Office Use Only	
Cash/Check #	
Date	
Rec'd by	

OTHER CONDITIONS:

1. You must use this firewood permit only for yourself or your immediate family and may not sell it. You may not cut more than 10 pulpwood cords per year.
2. The Iron County Forestry Dept. may immediately cancel or revoke this permit for any reason by giving oral or written notice to you. The permit fee will not be refunded.
3. Your permit expires one (1) year from the date issued.
4. You agree to indemnify and hold harmless Iron County from any claims, damages, resulting from your actions or those of your employees or agents.
5. You may remove slash and tops from county forest land that is under a timber sale contract only if you obtain permission from the person that has that contract.

Make checks payable to Iron County Forestry.

BE SURE TO READ ALL OF THE ABOVE. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS PERMIT COULD RESULT IN A FINE OF \$250.00.

I have read the conditions of this Permit and agree to comply with them.

(signature)

IRON COUNTY FORESTRY DEPARTMENT

2006 IRON COUNTY RESIDENT BOUGH PERMIT

PERMIT # _____ ISSUED TO: _____

ADDRESS _____

This permit authorizes the person named above, that person's spouse and children who are less than 18 years of age, to cut **BALSAM FIR BOUGHS** on all Iron County Forest Lands that are located south of U.S. Hwy 2, and that are more than 25 feet from the ditch line of any Federal, State or County Trunk Road. This permit does not authorize the cutting of any boughs on lands that are not owned by Iron County, or on lands owned by Iron County that are not part of the County Forest. All bough cutters will follow County ordinances with regards to ATV use and littering.

THIS PERMIT MUST BE PLACED ON
THE DASHBOARD OF YOUR VEHICLE
SO THAT IT IS CLEARLY VISIBLE FROM
THE OUTSIDE WHILE YOU ARE CUTTING BOUGHS.
THIS PERMIT EXPIRES DECEMBER 31, 2006.

I have read the regulations that accompany this permit and understand them.

PERMITTEE'S SIGNATURE

NAMES OF PERMITTEE'S SPOUSE, AND/OR CHILDREN LESS THAN 18
YEARS OF AGE WHO WILL ASSIST WITH BOUGH CUTTING:

FOR OFFICE USE ONLY

Date Received: ____ / ____ / ____

Amt Received: \$ _____

Cash Check # _____

Received By: _____

IRON COUNTY FORESTRY DEPT.