

Rusk County Land and Forestry Committee

Meeting Minutes

September 20, 2023

CALL TO ORDER

The monthly meeting of the Rusk County Land and Forestry Committee was called to order at 3:00 p.m. Wednesday, September 20, 2023.

Present from Land and Forestry Committee: Schneider, DuSell, Kalepp, Biller, P. Unterschuetz
Others Present: J. Macholl, H. Woldhuis, D. Gravesen, M. Zimmer, D. Jochimsen, A. Heath
D. Mansky, B. Grunseth, J. Waeltz, P. Zimmer, E. Webster, J. Wappenschmidt, Ross Ellwanger, Rod Ellwanger, C. Ellwanger

Approval of Minutes:

Motion by P. Unterschuetz, and second by Biller to approve August 16th, 2023 meeting minutes with change as requested. Motion carried

Public Comment:

Request for funding for ATV road improvements from Carbon Credit revenue
Leaf it to Rusk Rides next weekend, brat feed at Bucks Lake
August 19th – ATV meeting with county board member attendance

Parks and Recreation Report:

Mike reported

- Attended ORV/Snowmobile funding meetings
 - Approval of \$7,630 for additional snowstorm cleanup (snowmobile rehab funds)
 - Approval of new ATV trail 7.5 miles \$630,950 north of Bucks Lake
- Highway completed pavement near the intersection of Highway O and F.
- ATV trail – Weirgor, Highway placed gravel on 1st half over primary placed last winter
 - Will bid out the remaining 1.5-mile stretch
 - 100' bridge to be placed early next summer
- Thornapple bridge
 - Frozen ground install
 - Permits received
- Campgrounds are slowing down
 - Perch and Audie remain busy, but not full

Timber Sale Report:

Dane reported

- Busy in the woods
- Hardwood pulp isn't moving due to the markets, logs and bolts are moving.
- 10 jobs currently
 - Cumberland Timber
 - Roger Hoyt – 2 jobs
 - Strzok – 5 jobs
 - Northwest Hardwoods – 2 jobs
 - Country Forest Products

Loggers are concerned about mills being full and not accepting wood
Request for Timber Contract review of current contract holders regarding

Rusk County Land and Forestry Committee
Meeting Minutes
September 20, 2023

Administrator Report:

Jerrad reported on the following:

- Over 1.8M in timber sale revenue
- Bobby Reimbar – Hunter Walking Trails, conversation
 - 20-year agreement
 - Intended use not impacted negatively can be opened for other uses
- County Conservation Aids Grant
 - Can not be used for ATV access work
 - Potential to use for Garlic Mustard
- Highway mowing utilizing Habitat Funding
 - Perch Lake Road
 - Audie Lake Driveway
- Finalized Internal Audit Report received
 - Internal processes
 - Financial Audit
 - Minor changes and suggestions
- Annual DNR partnership meeting
 - Time Standards reviewed
 - DNR exceeded County Forest Hours in 2022
 - Discussed Recon, Reforestation, Certification
- Review of Weirgor Rd following recent repairs
- Grant received for \$30,000 for gravel on Weirgor, Moose Ear Rd.
- WCFA – Legislature meeting
 - Next summer Rusk County will have full SFI Certification
- BMP Violation Road Update
 - Completed, DNR reviewed area

DISCUSSION AND POSSIBLE MOTION

3:00 P.M. Bridge Bid Opening – Little Thornapple River:

Motion by DuSell, second by P. Unterschuetz to close bid acceptance. Motion carried

Radtke - \$157,402.67

CWI - \$65,000

Ritola - \$136,418

Eby Welding - \$50,000

Anderson - \$58,000

Custom - \$72,100

Motion by Dusell, second by Kalepp, to accept the bid from EBY Welding. Motion Carried – Biller Abstains

Public Trails Recommendations:

The trail committee expressed concerns regarding difficulties in sending pictures to staff for review. Review of photos submitted by AdHoc committee of potential trails to be opened.

Rusk County Land and Forestry Committee
Meeting Minutes
September 20, 2023

Motion by DuSell, second by Kalepp to open up trail segments BH1004, BH1036, BH1051, and BH1080 as presented. Motion Carried

Motion by DuSell, second by Unterschuetz to open up trail segment BH1056 stopping at BH1077 as presented. Motion Carried

Reviewed photos submitted by Forestry Staff and DNR regarding potential trails to be closed.

Motion by DuSell, Second to Unterschuetz, to close BH52 and BH69 at this time with the AdHoc committee to review for future improvements. Motion Carried

Motion by DuSell, second by Kalepp to remove skid trails with regen from the ATV access map and add trails that have not been added. Motion Carried.

Question regarding open trails that may have locked gates. AdHoc committee requesting locked gates be unlocked, but can remain closed. Additional concerns regarding truck damage beyond gate areas. Current ordinance language restricts truck use on the County Forest Lands off of taxed Forest Roads.

Review Off-Road Vehicle Ordinance (Helmet age):

Motion by Biller second by DuSell to forward a resolution to County Board regarding change age to 18 in Sec. 34-196. Motion Carried.

Parks, Special Use Areas, and Boat Landings Ordinance Changes. Sec 34-51, Sec 34-80:

Updated ordinance changes presented.

Motion by Biller, Second by Kalepp to approve and forward on to County Board. Motion Carried.

Culvert Purchase, 48"x30' - \$2115 – Timber Sale Expense:

Discussion was held. Committee members noted that the purchase was approved through the Property Committee previously.

Water bars:

Pictures submitted and discussed regarding water bars installed with timber sale close out. The trail was recently opened for ATV/UTV access. Complaints about practices of the forestry field building water bars.

Request from committee to seed area of concern. Forest Administrator to contact Highway department to address water bar of concern. The committee requests to review the contract language in October.

Motion by Unterschuetz, second by Biller to Highway Department level and seed the Water bar. Motion Carried.

Access Permit - D. Krisik, Northwest Hardwoods:

Motion by p. Unterschuetz, second by DuSell to approve access permits to Northwest Hardwoods, and Dan Krisik. Motion Carried.

Rusk County Land and Forestry Committee
Meeting Minutes
September 20, 2023

Out-of-County Travel:

- WCFA County Forest Meeting - September 12th – Merrill
 - J. Macholl, D. Gravesen
- BMP Monitoring Training - October 3rd – Spooner
 - D. Gravesen, J. Moore

Motion by Biller, Second by Kalepp to approve out-of-county travel. Motion Carried.

Review and Approve Bills:

Motion by Biller, Second by DuSell, to approve the August AP report as presented. Motion carried.

ADJOURNMENT

The meeting adjourned at 4:50 p.m.

The next meeting will be Wednesday, October 18, 2023, at 3:00 p.m. LEC Board Room.

*Minutes prepared by:
Heidi Woldhuis, Forestry Department Office Manager*

From: [Nick Stadnyk](#)
To: [Heidi Woldhuis](#)
Subject: Trails
Date: Monday, October 16, 2023 8:52:11 AM

The only two trails that I have that the ad-hoc committee looked at were Trails BH-1241 and BH-1328.

- Nick

RUSK COUNTY TIMBER SALE CONTRACT

Contract No:

This contract is made by and between Rusk County by its committee on Land and Forestry, hereinafter called the Seller and , hereinafter called the Purchaser, for the purpose of cutting and removing timber, which includes all forest products, marked or designated by the Seller on the following described lands, herein after called premises:

T R Section

DESIGNATED AS SALE AREA ON PROPOSED TIMBER SALE MAP

Which are further described in attachments made a part of this Contract. This contract and all authority granted under it, as mutually agreed upon by the parties, is subject to the following terms and conditions:

- Cutting of timber on the premises may start after execution of the Contract and submission of required bonds, certificates or statements. The cutting of timber before execution of the contract and submission of required bonds, certificates or statements shall constitute timber theft. Cutting and removing shall be conducted in a workman-like manner and with a reasonable diligence to assure full compliance with this Contract within the Contract period. The Purchaser shall notify the Seller immediately upon completion. The signed contract and required bonds, certificates or statements shall be returned to the County Forestry Department on or before _ or this Contract shall be considered null and void, subject, further to the Seller's right to claim actual damages attributed to such a breach of the agreement, the Purchaser understanding that time is of the essence and that his or its failure to return the executed Contract in a timely fashion shall be considered as a breach.

The purchaser also agrees that he or it shall notify the County Forestry Department when cutting begins and, additionally, that he or it shall notify said department at any time when cutting ceases for any period of two (2) or more weeks in succession.

All timber products marked or otherwise designated under this Contract to be cut, shall be cut and skidded progressively to the satisfaction of the County Forestry Department, acting through its staff.

2. All work under this Contract shall be completed in the period commencing upon execution of it to 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:
 - A. Extensions: Considered only in extreme circumstances.

NO RENEWALS WILL BE GRANTED WHEN CONTRACT REACHES FOUR(4) YEARS OF AGE. CONTRACT WILL BE CLOSED OUT AND BOND CONFISCATED.

4. The Seller may terminate this Contract, on oral or written notice upon its breach as determined by the Seller or at the times when deemed necessary by the Seller.

Purchaser has deposited cash or provided a performance bond in the amount of \$. or has provided a letter of credit in the amount of 25% of the total estimated sale value of the timber to be cut to assure the complete performance of the contract subject to its terms and conditions. Purchaser agrees that upon breach of any terms or conditions of this contract, seller's damages cannot be calculated with accuracy or certainty, and thus, seller is entitled to take amount pledged above as liquidated damages in lieu of seeking recovery for actual damages which may be suffered by the seller. Purchaser agrees that upon breach of any terms or conditions of this contract, as determined by seller, the amounts pledged above may be taken by the seller as liquidated damages unless the seller chooses to seek actual damages. Purchaser agrees that the amounts pledged above, if taken, do not constitute a penalty for non-performance under this contract. Purchaser further agrees that such cash or bond shall not be returned unless and until the Seller determines the Contract has been fully completed by the Purchaser. The Seller shall have sixty (60) days from notice of completion from the purchaser to make such determination. Purchaser also agrees that renewal of the letter of credit is required 30 days prior to the expiration date of it. Failure to renew the letter of credit 30 days prior to the expiration date will result in immediate timber sale expiration.
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.
9. 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: 25% (\$) of sale value due at start of harvest.

**SPECIFICATIONS
AGREED RATE PER
Estimated Volume**

Species

Bid Per Unit

Totals

Total estimated value:

All volumes based on unpeeled measure. Unless otherwise specified, a cord is 4' X 4' X 100.

C. 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.

D. Purchaser agrees to make stumpage payment at the rate indicated in clause 9 B, 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 that which is not removed on termination of this Contract.

E. Rusk County will charge **1.5%** interest compounded monthly on all past due timber stumpage bills after 30 days.

OPERATIONAL SPECIFICATIONS

10. Cutting Requirements: **Refer to Map.**

11. Integrated Resource Requirements: **Request from Forestry office, if needed.**

12. Cordwood: Utilize to a 4-inch top diameter inside bark.

Saw logs: Utilize to a 10 inch top diameter inside bark.

13. Maximum stump height shall not exceed stump diameter, and for stumps of diameter less than 10 inches, height shall not exceed 10 inches.

14. All and only the timber marked or designated for cutting on the premises shall be cut whether it be more or less than the volume listed herein.

15. Unmarked or undesignated trees damaged shall be paid for at double the stumpage rate specified in 9B of this Contract. Unmarked or undesignated trees cut shall be paid for at double the amount of damages suffered. Young growth bent or held down by felled trees shall be promptly released. Any forest products left unutilized in stumps or tops, or products left unskidded in the woods shall be paid for at double the stumpage rate specified in 9B of this Contract.

The Purchaser shall be responsible for remaining within the boundaries of the sale area and shall be liable for all trespass committed by the Purchaser outside of the sale boundaries.

16. 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.

17. The Purchaser agrees not to commit any act of waste or nuisance upon the premises.

NOTICE OF INTENT TO CUT

18. The Purchaser shall make a written declaration of his/her intention to cut forest products to the County Clerk pursuant to Section 26.03, Wisconsin Statutes.

SLASH AND DEBRIS DISPOSAL

19. The Purchaser agrees to comply with the State Slash Law, Section 26.12 (6) (7), Wisconsin Statutes, with requests regarding forest fire prevention changed or amended only in writing. The Purchaser shall notify the Surety, if any, of any such change or amendment.
20. Other slash disposal requirements are as follows:
N/A
21. The Purchaser shall remove, to the satisfaction of the Seller, all solid waste, trash, and debris generated by the Purchaser.

ROAD, CAMPS, SURVEY CORNERS

22. Location, construction, and use of logging roads, 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 Purchaser's Performance Bond.
23. No residence, dwelling, permanent structure, or improvement shall be established or constructed on the premises.
24. 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 all unsightly debris at the time of construction.
25. 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.

RUSK COUNTY FORESTRY BEST MANAGEMENT PRACTICES

26. Rusk County has adopted Wisconsin's Forestry Best Management Practice (BMP) for Water Quality into its policies for managing the county forest.
27. Rusk County reserves the right to stop operations if unreasonable, excessive, or avoidable damage occurs or will occur, the contractor may be held responsible to repair any or all damage.
28. The adoption of BMP guidelines may increase the cost of performing timber sales in Rusk County Forest. Contractors bidding on a timber sale must determine the additional costs of implementing the BMPs and then adjust their bid on the timber sale to reflect the additional costs.
29. BMPs may require permits for stream crossings, grading near a body of water, forestry activities in wetlands, and timber harvesting near water.
30. BMPs control the use and disposal of fuels, lubricants, and waste from motorized equipment on all timber sales. Spills must be handled according to the guidelines.
31. BMPs may require special operating conditions with Riparian Management Zones. Riparian Management Zones are land areas adjacent to streams and other water bodies.
32. BMPs will require additional effort in the location and construction of logging roads, skid trails, and landings. Road grades should not exceed 10% slope. If grades exceed 10% slope, drainage structures must be installed, along with the use of gravel, seeding, mulching, and other methods of soil stabilization. The closure of roads and trails will require practices to prevent soil erosion.
33. Log landings and loading areas must also be properly located, constructed, and closed to prevent soil erosion.
34. Operation in or near wetlands must comply with state laws and local zoning laws. Rutting or skidding in wet soils is not permitted.
35. Rusk County may change, suspend or terminate any timber sale contract with no penalties to the county if any of the following occur:
 1. Error in timber sale planning or design cause or may cause serious environmental damage or violate any County State or Federal law or regulations.
 2. Any Forest Health issues arise that may cause serious damage to the Rusk County Forest. (i.e. Oak Wilt disease)
36. More detailed information is available at the county forestry office concerning what is expected of contractors operating on a Rusk County Forest timber sale.

Excessive Soil Disturbance Determinations

37. A soil disturbance is "excessive" if it has exceeded the threshold (see Table 1). An area with an excessive soil disturbance requires special attention from a timber sale administrator (if part of a timber sale) or from county forest staff (if part of the county forest road system). Excessive soil disturbances require special attention to evaluate the effect of the soil disturbance and to develop repair or mitigation recommendations. Classifying a soil disturbance as "excessive" does not mandate the closing of a timber sale or a forest road; however, actions should be taken, as appropriate, to minimize further soil disturbances.

Table 1. Interim thresholds for soil disturbances.

County Forest Infrastructure

Roads, Landings, Skid Trails, and
General Harvest Area

Soil disturbances are excessive if:

■ A gully or rut is 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, a gully or rut is 6 inches deep or more and 100 feet long or more.

■ 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

■ Gully or rut is 6 inches deep or more and 100 feet long or more.

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

Definitions and Terms

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

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

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

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

TRAINING REQUIREMENT

38. The Purchaser shall ensure that at least one in-woods person actively engaged in the performance of this contract and responsible for the logging site complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website: <http://fistausa.org/content/how-become-sfi-trained> or by contacting the Forest Industry Safety & Training Alliance (FISTA). Purchaser agrees to provide documentation to Seller that training has been attained prior to initiating the sale.

LIABILITY

39. 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.

I AGREE WITH THE TERMS AND CONDITIONS OF THE ABOVE PARAGRAPH:

SIGNATURE

INDEPENDENT CONTRACTOR RELATIONSHIP

40. Unless otherwise required in writing by the Seller, the Purchaser, prior to any performance under the Contract, shall provide the Seller with the certificate of insurance, naming Rusk County as a named insured, indicating that adequate liability insurance coverage, in light of the standards within the industry, is provided. Such certificate shall further include the condition that the insurer shall notify the Seller at the Rusk County Forestry Department within five (5) days of any change in its terms or twenty (20) days prior to its termination.

41. In connection with the performance of work under the contract, the Purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, or 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.

42 The Purchaser is an independent contractor and not an employee or agent of the Seller for any purpose including Workers Compensation.

DISPUTES, ASSIGNMENTS, AND CHANGES

43. Disputes regarding quality and quantity may be settled by arbitration in accordance with Chapter 788, Wis. Stats., If the party 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 been aware of such dispute.
44. 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 such change or amendment.

CONTRACTING PARTIES

45. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, representatives, successors, heirs, members, and servants.
46. If the Purchaser ceases to exist, in fact, or by law, the Seller may immediately terminate this Contract and, without waving any remedies available to it, perform the Contract.

SCALING AND CONVERSION FACTORS

47. The Seller may inspect trucks hauling forest products from the premises and check sales at any time.
48. When peeled cordwood is measured, it is agreed that 12.5% will be added to sap peeled volume, and 25% to machine peeled volume to compute equivalent unpeeled volume.
49. The Scribner Decimal C Log Rule shall be used for scaling logs.
50. Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.44 Cords for softwoods and 2.35 cords per MBF for hardwoods.
51. Cordwood weight conversion factors: The pounds per cord factors by species to be used will come from the WDNR Timber Sale Handbook 2461. Mixed Hardwood will be converted at 4800 lbs. per cord.
52. All saw logs shall be separated from pulpwood when piled.
53. Ticket books shall be issued when the Contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the Contract.
54. Lock Boxes shall be placed on the premises by the Seller.
55. The Purchaser shall provide the Seller with a list of all destinations of timber to be removed from the premises prior to hauling to the destination. Changes in timber destination shall be reported before hauling to the new destination.
56. The Purchaser agrees to request from the mill that the second portion of the haul permit be returned to the Seller by the mill unless other arrangements are made with the Seller. Further, the Purchaser shall notify the Seller if the mill refuses to provide the second portion of the haul permit to the Seller.
57. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lockbox.
58. Failure to deposit tickets in the lockbox each time a load of cut timber leaves the sale area will be considered a breach of contract. The Purchaser agrees to pay double the mill rate, as liquidated damages, for such removed timber.
59. Tickets are issued for the Contract specified on the cover of the ticket book and may not be used for any other Contract.
60. 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.
61. A list of all truckers that will be hauling wood from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
62. The Seller may check scale and scale tickets at any time.
63. Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the wood is scaled and attached to a Duplicate copy of the scale slip. Both shall be returned to the Seller.
64. Rail Car Shipment to a Mill: The appropriate portion for 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.

- 65. At least 5 MBF (Thousand Board Feet) of sawlogs will be skidded and yarded before a scale is requested.
- 66. Logs shall be yarded for scaling. If logs are decked, small ends of logs shall be piled all one way, and the log length shall be marked on the small end with a lumber crayon. Decks shall be no higher than six (6) feet.
- 67. All logs shall remain on the premises until scaled.
- 68. All pieces which scale 30 board feet or more, net Scribner scale, and are 50% or more sound must be paid for at the MBF rate. Pieces that scale less than 30 board feet and pieces less than 50% sound must be paid for at the cord rate.
- 69. After scaling, or in the event of multiple scaling under this contract, after each scaling, payment for all timber scaled shall be made to the Seller at the office of the County Forestry Department, Rusk County Courthouse, Ladysmith, WI within 10 days of said scaling. There shall be no exceptions to this requirement, and time is of the essence as to all payments required under this contract. Rusk County will charge 1.5% interest compounded monthly on all past-due timber stumpage bills after 30 days.
- 70. Hand scale at the landing of any and all products may be conducted at any time by the Seller at the Seller's discretion.
- 71. Other Conditions: (If none, write none):
NONE

SELLER:

BY _____ DATE SIGNED _____
Rusk County Forest Administrator

BY _____ DATE SIGNED _____
Rusk County Clerk

BY _____ DATE SIGNED _____
Rusk County Board Chairperson

PURCHASER:

BY _____ DATE SIGNED _____

ARTICLE VII. - VEHICLE REGULATIONS

Sec. 34-190. - Purpose.

Pursuant to the authority vested in the county under Wis. Stats. § 28.11(3)(b) and in accordance with the purpose of the management plan adopted under Wis. Stats. § 28.11(5), the purpose of this article is to regulate vehicle use of lands in the county forests in order to both protect the public users of such vehicles and to facilitate proper management of the county forests while promoting responsible recreation.

(Code 1987, § 16.02(28)1; Res. No. 89-21, 2-28-1989)

Sec. 34-191. - 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:

All-terrain vehicle Wisconsin law ss 340.01(2g) defines an all-terrain vehicle (ATV) as a commercially designed and manufactured motor-driven device that has a net weight of 900 pounds or less, was originally manufactured with a width of 50 inches or less, equipped with a seat designed to be straddled by the operator and which is designed by the manufacturer to travel on three or more tires. This includes small or child-sized ATVs. Certain ATVs that do not currently fit the ATV definition may be registered as UTVs, see the UTV definitions for details. Wisconsin law ss 23.33(1)(ng) defines an utility-terrain vehicle (UTV) as a commercially designed and manufactured motor-driven device that is designed to be used primarily off highway, and originally manufactured and equipped with all of the following: a weight, without fluids, of 3000 pounds or less; four or more tires; steering wheel; tail light; brake light; two headlights; width of not more than 65 inches; seat belts; and roll bar or similar device designed to reduce the likelihood that an occupant would be crushed as the result of a rollover. This includes small or child-sized UTVs. Vehicles that do not qualify as an ATV as defined in ss.340.01(2g) but are commercially designed and manufactured, motor-driven devices that contain 3 or more tires, a weight without fluids of 3000 pounds or less, a width of 65 inches or less and a seat designed to be straddled by the operator may also be registered as a UTV.

Authorized means by a motion passed and entered into the minutes of any land and forestry committee meeting.

Committee means the land and forestry committee of the county board and its successors.

County forest means lands owned by the county and entered under the county forest law as described in Wis. Stats. § 28.11.

Emergency means a situation where a threat exists or is imminent involving loss of life, personal injury, or serious resource or property damage.

Gate means any cable or metal pipe gate constructed to obstruct entrance to roads, trails, or areas.

Law enforcement officer means any peace officer, including the county sheriff, county sheriff's deputies, city or village police officers, or their designees.

Motorized vehicle means any motorized vehicle designed or capable of cross-country travel on or over land and water, under frozen, wet or dry conditions. This definition includes, but is not limited to, four-wheel drive units, motorcycles, all-terrain vehicles, and air-cushioned vehicles.

Official use means use by an employee, agent, or designated representative of the county.

Posted notice means signs constructed of metal, plastic, or wood, placed in areas of high visibility to all roads and trails. Wording shall be in the English language and denotes any one of the following:

- (1) Open to ATV/UTV.
- (2) Open to ATV only.

Timber sale vehicles means any motorized vehicles used to harvest timber under a contract with the county, including vehicles used to access timber sale contract areas.

(Code 1987, § 16.02(28)2; Res. No. 89-21, 2-28-1989; [Res. No. 00-40B, 2-26-2013](#))

Sec. 34-192. - Disabled vehicle usage.

The county forestry department shall issue a permit authorizing persons with physical disabilities to use vehicles as a mode of transportation in county forest land. A permit is not required for a disabled person using a motorized wheelchair.

(Code 1987, § 16.02(30); Res. No. 05-03, 1-25-2005)

Sec. 34-193. - Motor vehicles prohibited.

It shall be unlawful to operate or permit the operation of a motorized vehicle of any kind on all roads, trails, or areas within the county forest, contrary to posted notice authorized by the committee, except there shall be no prohibition to authorized maintenance patrol, emergency vehicles or other official use. Timber sale vehicles shall be permitted entrance to the timber sale contract area upon written and/or authorization by the Rusk County Forest Administrator.

(Code 1987, § 16.02(28)3; Res. No. 89-21, 2-28-1989; [Res. No. 00-40B, 2-26-2013](#).)

Sec. 34-194. - Applicability.

(a) The land subject to this article and regulations associated with each tract are as follows (areas closed to any motorized vehicles):

(1) All areas within Rusk County Forest Lands not designated and signed as Rusk County ATV/UTV Trail, Club Trail, all state-funded designated and signed ATV trails or all-weather gravel county forest gas tax roads or county forest roads designated open.

- a. This prohibition shall not apply to authorized maintenance patrol, emergency vehicles, or other official use.
- b. This prohibition shall not apply to a licensed hunter possessing a valid WDNR Harvest Authorization while retrieving applicable harvested deer, bear, elk or wolf during the regulated hunting season.

(b) Areas closed to motorized vehicles greater than 3,000 pounds.

(1) Timber sale vehicles shall be permitted entrance to the timber sale contract area upon written and/or authorization by the county forest administrator.

(2) It shall be unlawful to operate or permit the operation of any motorized vehicle greater than 3,000 pounds except maintenance equipment on designated and signed Rusk County ATV/UTV Trail, Club Trail, all state funded designated and signed trails.

(c) Restrictions and allowance in parks, campgrounds, and boat landings. It shall be unlawful to operate or permit the operation of any all-terrain vehicle or snowmobile in the following areas:

(1) Any area within the boundaries of Audie Lake Park, except the parking lot located in the boat landing area for ice fishing use from November 16 through March 14, and ATVs will be allowed to load and unload at the designated ATV loading and unloading area in the Audie Lake boat landing area, except from March 15 to the Friday before Memorial Day weekend.

(2) Any area within the boundaries of Perch Lake Park, except the parking lots, access road, designated ATV/UTV trail, and designated campsites.

(3) Any area within the boundaries of Community Park, except the parking lot located in the boat landing area for ice fishing use from November 16 through March 14.

(4) Any area within the boundaries of Josie Creek Park except the Josie Creek Campground area will be open to ATVs during daylight hours and except designated county snowmobile trail, and the parking lot located in the boat landing area for ice fishing use from November 16 through March 14.

(5) Any area within the boundaries of Murphy Flowage Recreation Area (campground

and picnic area), except the parking lot located in the boat landing area for ice fishing use from November 16 through March 14.

(6) Any county-maintained boat landing and associated parking lot from March 15 through November 15, except for winter ice fishing use from November 16 through March 14.

(7) The county will provide access from the Audie Lake Campground parking area to the ATV trails for ATV use.

(d) Seasonal restriction.

(1) It shall be unlawful to operate or permit the operation of any motorized vehicle except on all-weather gravel county forest gas tax roads from March 15 to December 31, or when the ground is defined as frozen by order of the forestry committee.

a. This prohibition shall not apply to authorized maintenance patrol, emergency vehicles, or other official use.

b. This prohibition shall apply to all signed open trails and signed open woods roads from March 15 until the Friday before Memorial Day weekend. These signed trails will be open for use on the Friday before Memorial Day weekend until March 15 of the following year, unless it is also a county snowmobile trail that is groomed or open for snowmobiles.

c. Woods roads may be signed as open trail by request to the Rusk County Forestry Committee upon field verification by authorized personnel appointed by the committee.

d. Open trails may be temporarily closed by the Forest Administrator for the following reasons.

- a. safety/public health
- b. maintenance
- c. extreme fire danger or active wildfire
- d. natural disaster
- e. trail degradation
- f. natural resource concerns
- g. BMP violations
- h. man caused emergency

e. Any and all closures shall be subject to review and approval by the Rusk County Forestry Committee at the next legal forestry committee meeting.

(2) No motorized vehicles shall be permitted to travel on approved county snowmobile trails while they are groomed or open without permission of the Committee.

a. This prohibition shall not apply to the following:

1. County forest roads are listed as follows:

- i. Serley Camp Road, Weirgor Road, Betty Lake Road, Three Lakes Road and 4 Hill Road.

2. Snowmobiles.

Sec. 34-196. Operation Rules

(a) Operation of ATV and UTV on trails to follow guidelines set forth by Wis. Stat. 23.33

- (1) Illuminated headlight/taillight
- (2) ATV certification required if born after 01/01/1988
- (3) Under 16 requires accompanying adult
- (4) Headgear required if under 18
- (5) Illegal to operate in such a manner as to result in soil erosion, pollution, trail degradation or other damage
- (6) Motorcycles prohibited on trails

Sec. 34-195. Signage Rules

- (a) Unsigned woods roads are closed to all motorized use including ATV/UTV except from December 31 until March 15.
- (b) Open trails will be signed for ATV or ATV/UTV use.

Sec. 34-197 Enforcement

- (a) This ordinance shall be enforced by any officer employed by the Rusk County Sherriff's Department or any other law enforcement officer defined in Sec. 34-191

(Code 1987, § 16.02(28)3; Res. No. 89-21, 2-28-1989; [Res. No. 00-40B, 2-26-2013](#); [Amend. of 6-18-2013](#); [Res. No. 00-40C, 10-29-2013](#); [Res. No. 00-40C, 11-12-2013](#); [Ord. No. 00-40D](#), 8-26-2014; Res. No. [00-40E](#), 4-23-2019)

Order Summary

Order #: 459511
ORDER DATE: 09/26/2023

CUSTOMER #: 11266

STATUS: All Items Shipped

PAYMENT METHOD: VISA *****4862

PO NUMBER: WOLDHUIS,HEIDI

TOTAL: \$2,088.63

SHIP DATE: 10/11/2023

INVOICE(S): 459511-00

BILLING ADDRESS

 RUSK COUNTY
 FORESTRY DEPT
 COURTHOUSE
 311 MINER AVE E STE S115
 LADYSMITH WI 54848-1862

SHIPPING ADDRESS

 RUSK CO FORESTRY
 HEIDI WOLDHUIS 715 532 2113
 OFFICE MGR NO FRI SAT SUN DEL
 311 MINER AVE E STE 115
 LADYSMITH WI 54848-2862

SHIPPING METHOD

 PREPAY AND ADD
 Ship Partial - Ship As Available

Items Ordered

Item	Qty	Price	Total
Justrite Pesticide Safety Cabinet, 45-Gallon Capacity Item #: 85512	1	\$1,690.26	\$1,690.26

Merchandise Total:	\$1,690.26
Shipping:	\$398.37
Tax:	\$0.00

TOTAL:	\$2,088.63
---------------	-------------------