

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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CHAPTER 1000

APPENDIX

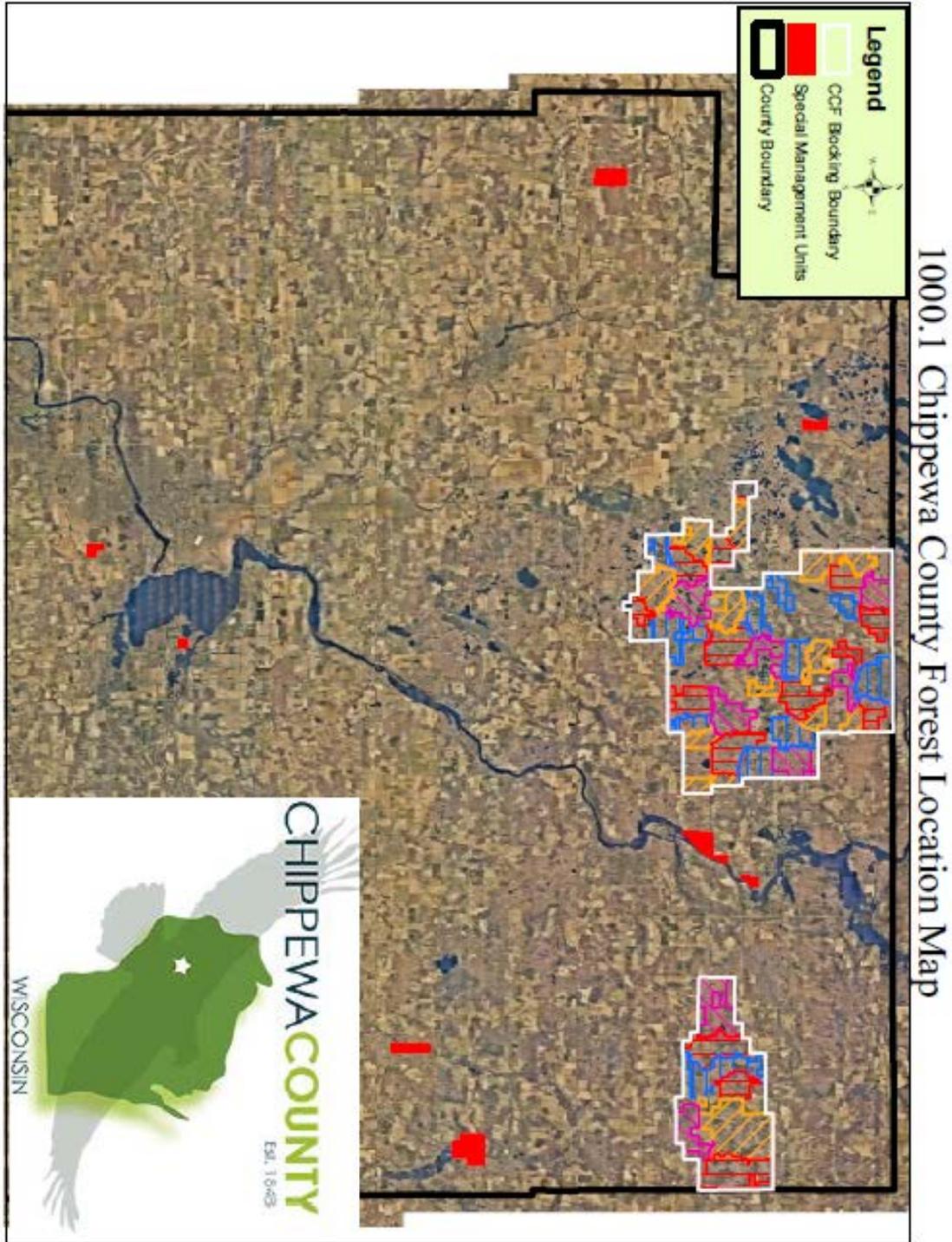
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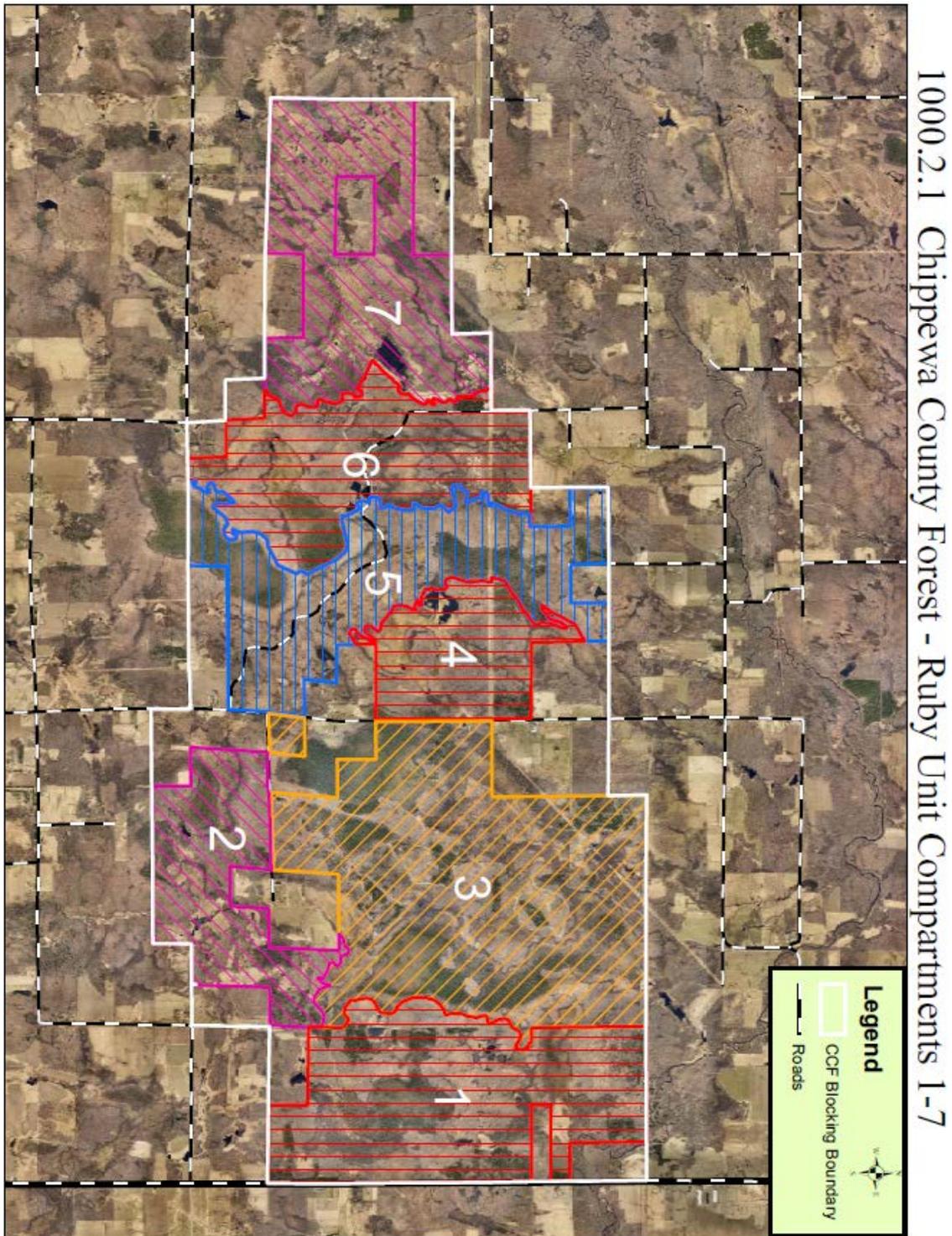
1000 RESOURCE MAPS AND TABLES

1000.1 MAP OF COUNTY FOREST LOCATION

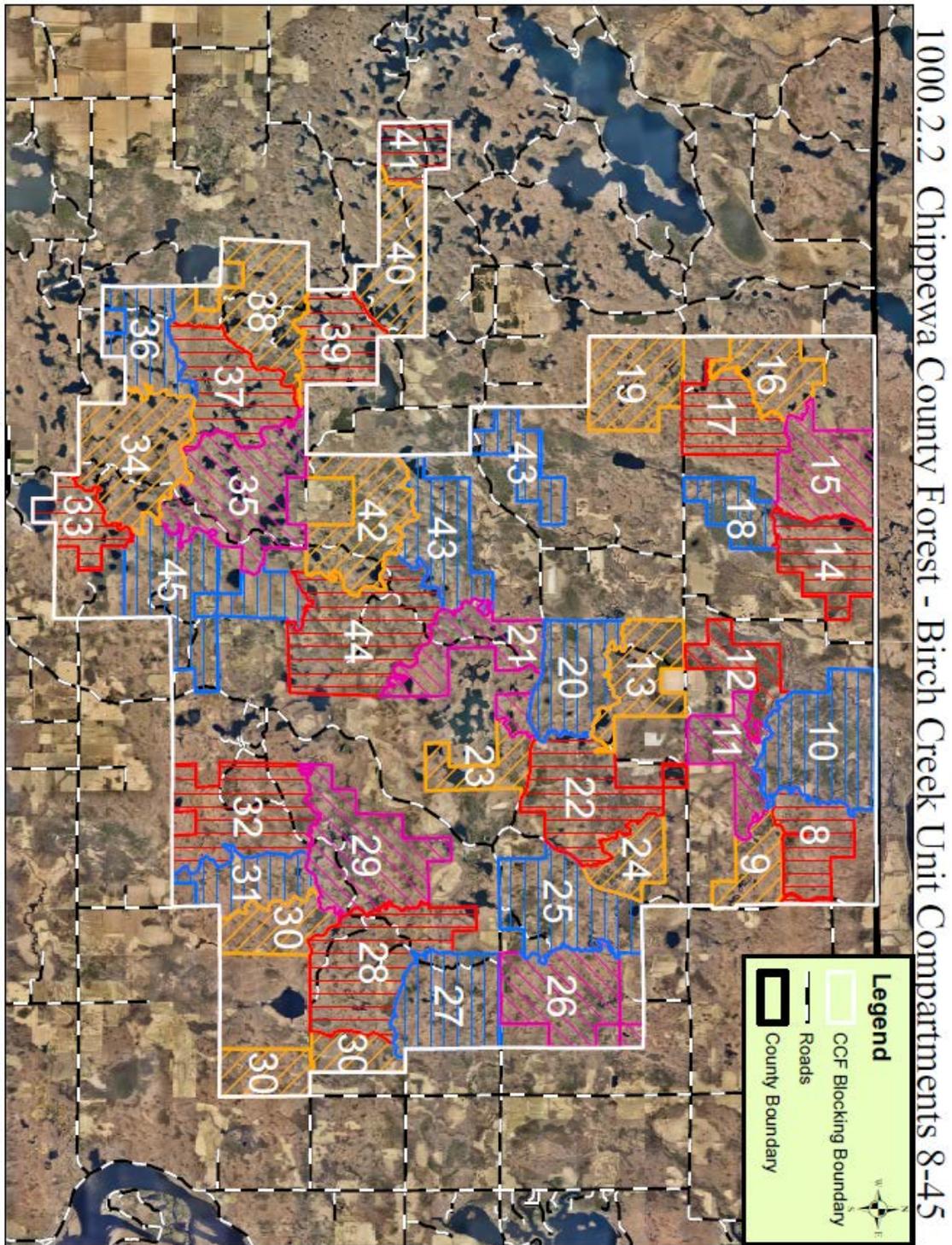


1000.2 OFFICAL COUNTY FOREST BOUNDARY MAPS

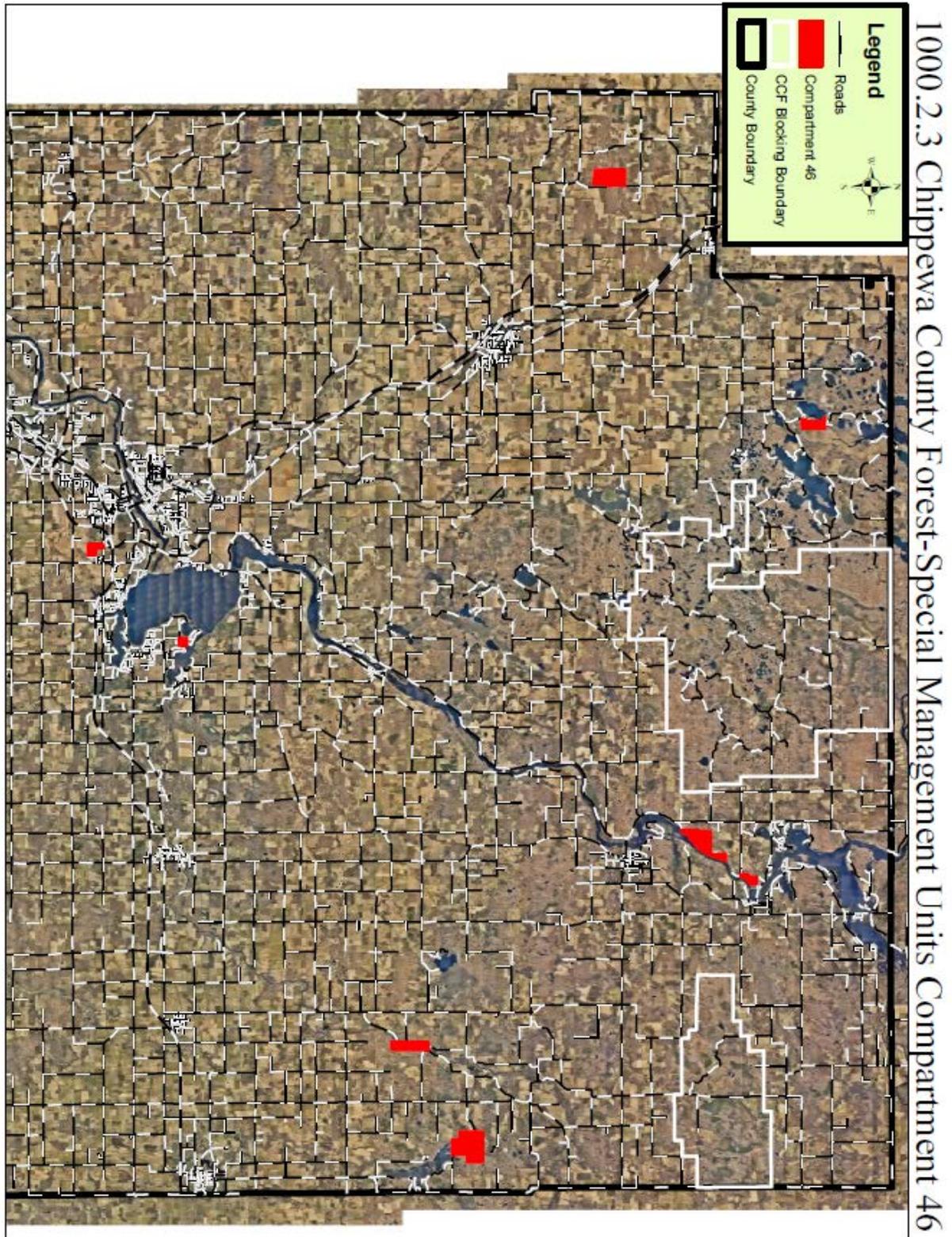
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1000.2.2 Map of Birch Creek Unit Blocking Boundary and Compartments



1000.2.3 Map of Special Management Units Outside the Blocking Boundary



1005 LAWS AND ORDINANCES

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

28.11 ADMINISTRATION OF COUNTY FORESTS

28.11(1) PURPOSE. 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) DEFINED. "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 multiple-use 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, 295N.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

Chippewa County Code of Ordinances
Chapter 16 – County Forest Lands September 6, 2012
Chapter 16 COUNTY FOREST LANDS*

***Cross references:** Buildings and building regulations, ch. 10; environment, ch. 30; land division, ch. 38; parks and recreation, ch. 50; shoreland zoning, ch. 54; zoning, ch. 70.

- Sec. 16-1. Purpose.
- Sec. 16-2. Designation of county forests.
- Sec. 16-3. Committee appointment.
- Sec. 16-4. Powers and duties of the committee.
- Sec. 16-5. Forest crop law administration.
- Sec. 16-6. Forest finances.
- Sec. 16-7. County forest use regulations.
- Sec. 16-8. Legal action.
- Sec. 16-9. All-terrain vehicles/motorcycles. Sec.
- 16-10. ATV Routes on County Forest Roads.

On March 13, 2012, the County Board adopted ordinance revisions to codify Resolution No. 39-11, which restructured the County Board committees, boards, and commissions in anticipation of the downsizing of the County Board from 29 to 15 supervisors. Not all ordinance subsections were

revised, but those subsections that had material changes will be specifically designated at the end of those subsections.

Sec. 16-1. Purpose.

The purpose of this chapter is to prescribe rules and regulations for the administration of county powers and duties, as provided in Wis. Stats. chs. 26, 28, 29, 59 and 77, under which the County Board of Supervisors is granted specific powers relative to the establishment, protection, development and management of county forests to provide sustained yield of forest products for commercial use and the associated benefits of soil and water conservation, scenic values and fish and game resources; all in cooperation with the state department of natural resources.

(Code 1980, § 22.01)

Sec. 16-2. Designation of county forests.

All county-owned forest lands now held or hereafter acquired for forestry purposes by the county are established and designated as county forests. Such lands shall be shown on the official county forest map displayed in the Department of Land Conservation and Forest Management, the courthouse and, according to the records of the County Forest Administrator. It is the intent of the County Board to consolidate county forest holdings as lands are acquired by the county within the above identified areas and that application to enter such lands under the Wisconsin Forest Crop Law shall be filed.

- (a) Effective April 17, 2012, the following county properties shall be managed by the Department of Land Conservation and Forest Management as part of the county forest:
 - (1) Pine Harbor Woods
 - (2) Yellow River Woods
 - (3) Riverview Conservancy and Public Institutional Use Area
 - (4) Bass Lake No. 2 public access.
 - (5) Bass Lake No. 3 public access.
 - (6) Lowland Lake public access.
 - (7) Bradley Lake public access.
 - (8) Townline Lake public access.
 - (9) Horseshoe Lake public access.

(Code 1980, § 22.02) (Ord. No. 05-12, 03-12-2012)

Sec. 16-3. Committee appointment.

The County Board grants administration of county forestry holdings to the Land Conservation and Forest Management Committee of the County Board, hereinafter referred to as the "committee."

(Code 1980, § 22.03) (Ord. No. 05-12, 03-12-2012)

Sec. 16-4. Powers and duties of the committee.

The committee shall have the following powers and duties to be implemented by the Department of Land Conservation and Forest Management:

- (1) Acquire 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.
- (2) Make application for entry under the state forest crop law as lands are acquired within the county forest areas.
- (3) Provide policy oversight and direction to the Department of Land Conservation and Forest Management and designate a county forest administrator as its agent, and to employ such other competent personnel as may be necessary to direct, perform and enforce the administrative and management functions of this chapter.
- (4) Establish and maintain in appropriate centers a forest headquarters for office space and housing of machinery, tools, equipment and supplies needed in conducting forestry operations.
- (5) Purchase, acquire, sell, trade or dispose of instruments, tools, equipment and supplies required for the operation of the forest. Items costing more than \$1,000.00 shall be purchased by competitive bid according to Wis. Stats. § 59.52(29).
- (6) Cooperate with the Department of Natural Resources (hereafter DNR) in preparing budgets for county forest administration, capital and direct expenditures of forestry funds advanced by the DNR and for the other revenues accruing to the county under this chapter for submission to the County Board.
- (7) Do all things necessary for the protection of the forest whether from fire, insects, disease, trespass or from damage from animals or from other causes in cooperation with the DNR in all such related matters.
- (8) Regulate the disposal of slash.
- (9) In conjunction with the Planning and Zoning Department, locate survey lines and appropriate monument corners of county forest lands.

- (10) Construct, improve and maintain a system of forest roads, trails and fire breaks, and purchase or secure easements for access ways required to cross privately owned lands.
- (11) Issue permits for private access roads across county land with safeguards to protect the county interest.
- (12) Issue easements for utility lines and town roads across county land with such safeguards as are necessary to protect the county interest.
- (13) Within the county forest lands, gate or block roads and trails with gates, cables, rails, posts, earthen embankments or other material. Unauthorized motor vehicles shall be prohibited from travel on roads or trails so gated except for winter snowmobiling activities.
- (14) Conduct forest improvement work including reforestation, release cuttings, thinnings, pruning and weeding by prescribed methods, including spraying or dusting of chemicals by airplane or other methods and to dispose of all salvageable forest products.
- (15) Cooperate with the DNR in the determination of the allowable annual cut and in establishment of an intensive county forest management plan, including an inventory of growing stock and increment, establishment of cutting compartments, regulation of annual cut by acreage control and other necessary items for such a plan.
- (16) Conduct timber sales in cooperation with the DNR and in accordance with the county forest management plan.
- (17) Establish, construct and maintain, wherever desirable within the forest, picnic grounds, waysides, camps and campsites, public access roads and boat landings, scenic areas, nature trails and designate, mark and preserve places of natural or historic interest and significance.
- (18) Cooperate with the DNR on all matters relating to game and fish management within the county forest on which a memorandum of understanding between the County Board and the DNR is in existence.
- (19) Enter into agreements with forest experiment stations, the University of Wisconsin system or other universities with the endorsement of, or directly with, the DNR for the use of tracts of county forest lands, labor, materials and equipment for conducting forest research.
- (20) Do special forest or recreation development work on other public lands not included in the county forest, including such lands as school forests, community forests,

county parks, watersheds, reduction of hazards, public highways and similar projects under the county forestry fund as set up in section 16-6.

- (21) Grant permits to prospect for ore or minerals upon county lands under the jurisdiction of the committee, subject to the approval of the County Board and the DNR.
- (22) Prepare and present an annual report of its activities to the County

Board. (Code 1980, § 22.04) (Ord. No. 05-12, 03-12-2012)

Sec. 16-5. Forest crop law administration.

After the forest crop law applications for entry have been prepared and approved by the committee, the clerk shall, after verifying county ownership of the listed lands, execute the applications and forward them to the DNR within the date limits prescribed by the department of natural resources for each year's applications. Withdrawal of lands entered under the county forest law shall be in the manner prescribed by Wis. Stats. § 28.11. No deed to any description of forest crop land shall be issued prior to recording of an order of withdrawal with the register of deeds. (Code 1980, § 22.05) (Ord. No. 05-12, 03-12-2012)

Sec. 16-6. Forest finances.

- (a) All allotments from the state DNR, to the county under Wis. Stats. § 28.11(8)(b), for the purchase, development preservation and maintenance of county forest, shall be deposited in the state aid forestry fund. Income from the sale or rental of lands or equipment purchased with state aid funds shall be restored to this fund. All unexpended funds shall be nonlapsing.
- (b) All moneys received from the sale of timber stumpage, cut forest products, fees and use permits, sale of building materials, sale of surplus materials and equipment, or other revenues received by the Department of Land Conservation and Forest Management, except income specific in subsection (a) of this section, shall be deposited in the county forest revenue account.
- (c) The Department of Land Conservation and Forest Management shall prepare a budget of sums required for operations under this chapter and when the sums are appropriated by the County Board, they may be expended by the Department of Land Conservation and Forest Management for the purposes covered by this chapter.
- (d) All moneys appropriated for purposes of this chapter shall be deposited in the appropriate forestry fund.

(Code 1980, § 22.06) (Ord. No. 05-12, 03-12-2012)

Sec. 16-7. County forest use regulations.

(a) Recreational use.

- (1) The committee may designate suitable areas for forest campsites, picnic grounds, waysides and boat access and is authorized to provide needed conveniences including wells and sanitary facilities. Such areas shall be for public use as prescribed by the committee.
- (2) Overnight camping including tents, trailers, cars and trucks, portable hunting or fishing cabins may be permitted in the county forest without charge for a period not to exceed two weeks time. This is not to include designated campgrounds where full facilities are provided where a charge for camping may be made, nor does it include any areas of the forest designated as "no camping areas" by the committee. Any camper or campers who violate the rules and regulations of this chapter or of good conduct, including cutting or defacing timber, carelessness with fire, violation of game and fishing laws of the state or improper disposal of garbage and litter shall be subject to ejection from the county forest and subject to the penalties provided by county and state law.
- (3) The use of firearms, airguns, slingshots or bows and arrows is prohibited in designated recreation areas, except on permit issued by the committee. Persons using county forest facilities must observe all county rules and regulations posted in the areas.
- (4) The dumping or leaving of rubbish, litter, debris, dirt, stone or any other material is prohibited on all county forest lands.
- (5) Refer to chapter 30, article III of this Code for specific regulations regarding the recreational aspects of the county forest.

(b) Timber cutting.

- (1) Cultural cuttings shall include thinnings, release cuttings, sanitation cuttings and improvement cuttings to remove trees of inferior species, form or condition for the purpose of stand improvement. All cultural cuttings on the county forest shall be in accordance with plans made by, or under the supervision of, the assistant area forester of the staff of the DNR. Materials cut in such operations by county crews shall be used by the forestry office or given to other county agencies for their use or sold, as the committee shall determine. When given to other public agencies, the latter shall pay the county a sum equal to the severance tax thereon.
- (2) Salvage cuttings shall include the cutting of timber damaged by fire, storm, insect or disease. Salvage cutting shall be done under the procedures specified for cultural cutting or for commercial cutting. Policy concerning the cutting of firewood for personal use by an individual shall be established by the committee as deemed necessary.

- (3) Commercial cuttings shall include all cutting where stumpage is sold under contract in which the primary objective of the cutting is the marketing of the timber products, including logs, ties, poles, posts, pulpwood, piling, Christmas trees and boughs or other forest products.
- a. Proposed timber sales shall be submitted to the committee by the county forest administrator after all provisions relating to forestry practices have been endorsed by the area forester of the DNR.
 - b. Contract specifications for each cutting operation pertaining to payment and financial responsibility of the bidder shall be determined by the committee in consultation with the county forest administrator and the DNR forester.
 - c. After approval of any sale by the committee, a notice of intention to cut shall be prepared as provided by Wis. Stats. § 28.11(6)(b)3 and office of the DNR. Cutting operations shall not be started until cutting notice approval is received by the county.
 - d. All timber sales shall conform with the provisions of Wis. Stats. § 28.11(6) and amendments thereto.
 - e. Payment for forest products shall be made promptly after billing. Prepayment and other payment arrangements may be arranged with the approval of the committee.

(Code 1980, § 22.07) (Ord. No. 05-12, 03-12-2012)

Sec. 16-8. Legal action.

- (a) *Criminal action.* Whenever an arrest shall have been made for unlawful cutting on land owned by the county or on which the county holds a tax certificate, the district attorney shall take appropriate action under provisions of Wis. Stats. ch. 26 or any amendment thereof.
- (b) *Seizure.* Whenever forest products are known to have been unlawfully severed from county lands, the sheriff may on satisfactory evidence seize such materials pursuant to Wis. Stats. § 26.06, for use by the county or sale as the committee may determine.
- (c) *Civil action.* Whenever evidence of unlawful cutting on any county lands shall be lodged with the district attorney, he shall on recommendation of the committee bring suit to recover damages as provided by Wis. Stats. § 26.09. Similarly, civil suit shall be brought against parties responsible for forest fire damage under Wis. Stats. § 26.21.

- (d) *Cooperation.* The committee and its appointed administrative agent shall have the duty to secure information and to seek the cooperation of state, county and town officers in securing information required for legal action.
- (e) *Penalties.* Any person violating any of the provisions of this chapter shall be subject to a forfeiture of not less than \$25.00 nor more than \$200.00 together with the costs of action and a penalty assessment where applicable and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs be paid, but for not more than 30 days, or until otherwise discharged pursuant to law.

(Code 1980, § 22.10)

Sec. 16-9. Restricted use of vehicles.

- (a) *Applicability.* The provisions of this section shall apply to all land that is owned, leased or administered by the county and designated as county forest land pursuant to section 16-2, including all designated trails and county forest roads as defined in subsection (b)(6) on county forest land.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (1) *All-terrain vehicle* has the meaning given in Wis. Stats. §340.01(2g).
 - (2) *All-terrain vehicle route* means a highway or sidewalk designated for use by all-terrain vehicle operators by the governmental agency having jurisdiction over such route.
 - (3) *All-terrain vehicle trail* means a marked corridor on public property or on private lands subject to public easement or lease, designated for use by all-terrain vehicle operators by the governmental agency having jurisdiction over such trail.
 - (4) *Motorcycle* means a motor vehicle, excluding a tractor or all-terrain vehicle, which is capable of speeds in excess of 30 miles per hour with a 150-pound rider on a dry, level, hard surface with no wind, with a power source as an integral part of the vehicle and having either two wheels in tandem or three wheels.
 - (5) *County forest land* means any land that is owned, leased or administered by the county, and designated as county forest pursuant to section 16-2.
 - (6) *County forest road* means a public highway within county forest land with a minimum roadway width of 20 feet and a surface width of 16 feet which is authorized, approved and maintained for public motor vehicle use for which the county receives transportation aids from the state department of transportation, in accordance with Wis. Stats. § 86.315.

- (7) *Motor vehicle* has the meaning given in Wis. Stats. § 340.01(35).
 - (8) *Vehicle* has the meaning given in Wis. Stats. § 340.01(4).
 - (9) *Operator* has the meaning given in Wis. Stats. § 340.01 (41).
 - (10) *Operate* means to drive or be in actual physical control of a vehicle.
 - (11) *Park or parking* has the meaning given in Wis. Stats. § 340.01(42m).
 - (12) *Snowmobile* has the meaning given in Wis. Stats. § 340.01(58a).
 - (13) *Recreational vehicle* has the meaning given in Wis. Stats. § 340.01(48r).
- (c) *Adoption of state statute and code.* Wis. Stats. § 23.33, and ch. 895 and Wis. Admin. Code NR ch. 64, and any future amendments, are hereby adopted by reference and made a part of this section as if fully set forth herein.
- (d) *Restricted use of motor vehicles.* Except as provided under subsection (k), no person, shall operate any motor vehicle in any manner:
- (1) Upon any county forest land other than the surface area of designated county forest roads as defined under subsection (b)(6);
 - (2) Upon any gated county forest road contrary to posted notice; or
 - (3) That causes soil erosion or other damage to county forest land or any county property thereon.
- (e) *Restricted use of motorcycles.* Except as provided under subsection (k), no person shall operate a motorcycle on county forest land, subject to the following: Licensed motorcycles may be operated on the surface area of designated county forest roads as defined under subsection (b)(6).
- (f) *Restricted use of all-terrain vehicles.* Except as provided under subsection (k), no person shall operate an all-terrain vehicle on county forest land, subject to the following:
- (1) All-terrain vehicles may be operated on designated all-terrain vehicle trails.
 - (2) No person shall operate an all-terrain vehicle at a speed in excess of ten miles per hour on any portion of a designated all-terrain vehicle trail that is posted with caution signs consisting of black symbols or letters on yellow backing.
 - (3) Operators of all-terrain vehicles must abide by all regulatory trail signs.
 - (4) No person shall operate an all-terrain vehicle on any designated all-terrain vehicle trail at such times that such trail is closed. Such designated trails shall generally be

open from May 1 to November 15 of each year. The Director of Land Conservation and Forest Management may, in his or her sole discretion, close such designated all-terrain vehicle trails at such other times in furtherance of his or her duties.

- (g) *Restricted use of all-terrain vehicles during deer gun season.* No person shall operate an all-terrain vehicle on county forest land during deer gun season, except as follows:
 - (1) No person shall operate all-terrain vehicles during the hunting hours of deer gun season each year as such season and hours are established by the state department of natural resources.
 - (2) During the deer gun season, operation of an all-terrain vehicle is permitted on designated all-terrain vehicle trails after hunting hours and up to midnight of each day and for the sole purpose of retrieving a deer carcass.
- (h) *Obstructions.* No person shall place, park, stop or leave standing, whether attended or unattended, any vehicle, recreational vehicle, snowmobile, watercraft, or obstruction, on county forest land in any manner:
 - (1) That blocks, or limits the use of the public of any county forest road, trail, parking lot, boat landing, waterway or winter sport facility; or
 - (2) That causes soil erosion or other damage to county forest land or any county property thereon.
- (i) *Abandoned vehicles.* No person shall leave any vehicle, recreational vehicle, snowmobile or watercraft unattended on any county forest land for more than 48 hours and under such circumstances as to cause the vehicle to reasonably appear to be abandoned. Such abandoned vehicle, recreational vehicle, snowmobile or watercraft shall constitute a public nuisance. Any person who violates or refuses to comply with the provisions of this subsection shall be subject to a forfeiture of not less than \$100.00 nor more than \$200.00 per offense, together with court costs and assessments. The owner of an abandoned vehicle, recreational vehicle, snowmobile or watercraft, except a stolen vehicle, recreational vehicle, snowmobile or watercraft shall be responsible for the abandonment and all costs of impounding and disposing of the vehicle, recreational vehicle, snowmobile or watercraft. The impoundment and disposal of an abandoned vehicle, recreational vehicle, snowmobile or watercraft under this section shall be conducted pursuant to the provisions of Wis. Stat. § 342.40 for the impoundment and disposal of an abandoned motor vehicle, trailer, semitrailer or mobile home. Costs not recovered from the sale of an abandoned vehicle, recreational vehicle, snowmobile or watercraft may be recovered by the county in a civil action against the owner.
- (j) *Trail gates and signs.* No person shall damage, destroy or remove any gate or sign on county forest land which is placed by the county.

(k) *Snowmobiles restricted.*

- (1) Designated snowmobile trails on the county forest shall be kept clear of any unauthorized signs. No such signs shall be erected without the express written permission of the Department of Land Conservation and Forest Management or its authorized agent.
- (2) Pursuant to Chapter 50, snowmobiles and other snow vehicles are permitted to be used in county parks, provided no problems or complaints arise from such action. Proper use of snow vehicles shall be in accord with Wis. Stats. ch. 350. Specific areas where snow vehicles are not to be used shall be clearly marked with signage by the Facilities and Parks Department or its assigns. (See also section 58-2.)

(l) *Exceptions.*

- (1) Nothing in this section shall prohibit or hinder the County Department of Land Conservation and Forest Management, law enforcement or medical emergency personnel from performing their official duties on county forest land.
- (2) The Director of the Department of Land Conservation and Forest Management, or his designee, shall have the authority to issue special use permits for motor vehicles, motorcycles, and all-terrain vehicles on county lands. Such permits may be issued in the following instances:
 - a. To physically disabled persons, as defined in the Wisconsin Statutes and Wisconsin Administrative Code; and
 - b. For activities beneficial to the county department of land conservation and forest management, including, but not limited to, trapping of nuisance animals, cleanup activities including firewood gathering by permit, trail maintenance activities, logging activities authorized under timber sales contracts with the county and investigating established timber sales for timber procurement. Issuance of such special use permits shall be subject to the review of the county land, forests and parks committee.
 - c. The Director of the Department of Land Conservation and Forest Management or his designee, may revoke such special use permits in the event any of the provisions of such permit are violated by the permittee.

(m) *Enforcement.* Law enforcement officers and the director of the department of land conservation and forest management, or their designee, are authorized to issue citations and impose forfeitures for violations of this chapter, and shall refer violations to the corporation counsel who shall prosecute violations or proceed as provided by law.

(n) *Penalties.* Except as provided under subsection (k), any person who violates or refuses to comply with any of the provisions of this chapter shall be subject to a forfeiture of not less than \$100.00 nor more than \$500.00 per offense, together with court costs and assessments.

Each day which the violation exists shall constitute a separate offense. Nothing in this chapter shall preclude the county from maintain any appropriate action to prevent or remove a violation of any provision of this chapter or for the repair of any environmental damage or the costs associated therewith.

(Ord. No. 9-02, § 22.11, 7-9-2002, Ord. No. 08-11, 12-13-2011)

Cross references: Traffic and vehicles, ch. 58.

Sec. 16-10. ATV Routes on County Forest Roads.

- (a) *Designation of All Terrain Vehicle (ATV) Routes.* The following described county forest roads are formally designated as ATV routes pursuant to § 23.33(8)(b), Wis. Stats.:
1. Town of Ruby, Buckhorn Trail County Forest Road from 320th Street easterly 3.25 miles to County Highway G (shall be open to the public for ATV use effective July 16, 2012).
 2. Town of Cleveland, O'Neil Creek Trail County Forest Road from 155th Street southerly 2.63 miles to 157th Street (shall be open to the public for ATV use effective July 16, 2012)
 3. Town of Cleveland, Hickory Ridge Trail County Forest Road from the O'Neil Creek Trail County Forest Road easterly 2.31 miles to the Hay Meadow Trail County Forest Road.
 4. Town of Cleveland, Deer Fly Trail County Forest Road from the Hickory Ridge Trail County Forest Road northerly for 1.8 miles.
 5. Town of Birch Creek, Willow Flowage Trail County Forest Road from 205th Street 0.85 miles south to end of Willow Flowage Trail County Forest Road.
- (b) *Rules of Operation on ATV Routes on County Forest Roads.* The provisions of § 23.33, Wis. Stats., and the provisions of Wisconsin Administrative Code NR 64 regulating ATV operation are hereby adopted. Use of the designated ATV routes on county forest roads is subject to the rules and regulations set out in § 23.33, Wis. Stats., NR 64, and §§ 16-9 and 58-39 of these Ordinances.

(Ord. No. 19-12, 7-10-2012)

1005.2.2 County Traffic and Vehicles Ordinance

Chapter 58 TRAFFIC AND VEHICLES*

***Cross references:** All-terrain vehicles and motorcycles on county forest lands, § 16-9; court, ch. 18; law enforcement, ch. 42; offenses and miscellaneous provisions, ch. 46; vehicular traffic in parks, § 50-16; required off-street automobile parking space and truck loading areas, §70-110.

Article I. In General

- Sec. 58-1. State traffic laws adopted.
- Sec. 58-2. Official traffic signs and signals.
- Sec. 58-3. Speed restrictions; statutory provisions.
- Sec. 58-4. Devices ratified.
- Sec. 58-5. Unnecessary noise prohibited.
- Sec. 58-6. Abandoned and standing vehicles.
- Secs. 58-7--58-30. Reserved.

Article II. Traffic Schedules

- Sec. 58-31. Speed zones.
- Sec. 58-32. Penalty.
- Sec. 58-33. Stop and yield intersections.
- Sec. 58-34. No parking zones.
- Sec. 58-35. Temporary no parking zones.
- Sec. 58-36. Single trip permits.
- Sec. 58-37. Courthouse complex parking regulations.
- Sec. 58-38. Operation of vehicles on frozen surface of public waters.
- Sec. 58-39. Designating All-Terrain Vehicle Routes
- Secs. 58-40--58-59. Reserved.

Article III. Annual Vehicle Registration Fee

- Sec. 58-60. Authority.
- Sec. 58-61. Purpose.
- Sec. 58-62. Definition.
- Sec. 58-63. Annual registration fee. Sec.
58-64. Exemptions.
- Sec. 58-65. Replacements.
- Sec. 58-66. Administrative costs.
- Sec. 58-67. Effective date.
- Sec. 58-68. Sunset date.

On March 13, 2012, the County Board adopted ordinance revisions to codify Resolution No. 39-11, which restructured the County Board committees, boards, and commissions in anticipation of the downsizing of the County Board from 29 to 15 supervisors. Not all ordinance subsections were revised, but those subsections that had material changes will be specifically designated at the end of those subsections.

ARTICLE I. IN GENERAL

Sec. 58-1. State traffic laws adopted.

Except as otherwise specifically provided in this chapter, the statutory provisions in Wis. Stats. chs. 340-- 348, 350, and Wis. Stats. § 941.01, describing and defining regulations with respect to vehicles and traffic, including provisions therein relating to penalties to be imposed, exclusive of any term of imprisonment, are adopted and by reference made a part of this section as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein are intended to be made part of this section in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the state.

(Code 1980, § 7.01)

Sec. 58-2. Official traffic signs and signals.

- (a) *Highway commissioner responsibility.* The county highway commissioner shall cause to be procured, erected and maintained signs and signals according to the rules of the state department of transportation and as may be required to notify the public as to the regulations and provisions of this chapter.
- (b) *Removal of unofficial signs and signals.* The highway commissioner shall have the authority granted by Wis. Stats. § 349.09 and shall order the removal of a sign, signal, marking or device placed, maintained or displayed in violation of this chapter or Wis. Stats. § 346.41.

(Code 1980, § 7.02)

Sec. 58-3. Speed restrictions; statutory provisions.

The provisions of Wis. Stats. §§ 346.57, 346.58 and 346.59 relating to the maximum and minimum speed of vehicles are adopted as part of this chapter as if fully set forth in this section, except as modified by this chapter.

(Code 1980, § 7.03(1))

Sec. 58-4. Devices ratified.

All traffic control signs, signals, devices and markings, in place on the date of adoption of this Code, are expressly ratified and confirmed by the County Board.

Sec. 58-5. Unnecessary noise prohibited.

- (a) *Prohibition of noises associated with excessive or unnecessary acceleration.* No person shall cause, by excessive and unnecessary acceleration, the tires of any vehicle to spin and emit loud noises or to unnecessarily throw stones or gravel; nor cause to be made by excessive and unnecessary acceleration any loud noise as would disturb the public peace.
- (b) *Penalty.* The penalty for violation of this section shall be a forfeiture of not less than \$50.00 nor more than \$200.00, together with costs and assessments.

(Code 1980, § 7.07)

Sec. 58-6. Abandoned and standing vehicles.

- (a) *Abandoned vehicles.*

- (1) *Adoption of state statutes.* Wis. Stats. § 342.40 is adopted by reference as if fully set forth in this section.

- (2) *Abandonment time period established.* Any vehicle left unattended without the permission of the property owner for more than 48 hours is deemed abandoned and constitutes a public nuisance.
 - (3) *Cost recovery.* The owner of an abandoned vehicle, except a stolen vehicle, is responsible for all costs and expenses of impoundment and disposal of the vehicle. Costs and expenses not recovered from the sale of the vehicle may be recovered by the county in a civil action against the owner.
 - (4) *Penalty.* Any person found guilty of leaving unattended any motor vehicle, trailer, semitrailer or mobile home on any public highway or private or public property so as to constitute abandonment under this section may be required to forfeit not less than \$100.00 nor more than \$200.00, together with court costs and assessments.
- (b) *Standing vehicles.* Pursuant to Wis. Stats. § 349.13(3), whenever a traffic officer finds a vehicle standing upon a highway in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Wis. Stats. ch. 346 or this chapter, the traffic officer is authorized to move the vehicle or to require the operator in charge thereof to move the vehicle to a position where parking is permitted to either private or public parking or storage premises. The removal may be performed by or under the direction of the traffic officer or may be contracted for by local authority. The costs and expenses of impounding, removal and storage of the vehicle shall be the responsibility of the owner thereof. Any costs or expenses not recovered from the owner may be recovered by the county in a civil action against the owner and the owner may be cited for violation of the restrictions imposed by Wis. Stats. ch. 346 or this chapter.

(Code 1980, § 7.09)

Secs. 58-7--58-30. Reserved.

ARTICLE II. TRAFFIC SCHEDULES

Sec. 58-31. Speed zones.

- (a) *Fifteen (15) mile-per-hour speed zones.* The maximum permissible speed shall be 15 miles per hour at those times when children are going to or from school or are playing within the sidewalk area at or about the school, pursuant to the speed limit signs erected at the following locations:
 - (1) On C.T.H. "D", beginning at a point 775 feet north of the intersection of S.T.H. 29, proceeding north, a distance of 0.15 miles thereof.
 - (2) On C.T.H. "D", beginning at a point 162 feet north of the intersection of East Pattern Street, proceeding south, a distance of 0.15 miles thereof.

- (3) On C.T.H. "J", beginning at a point 34 feet south of the intersection of 53rd Avenue, proceeding south, a distance of 0.13 miles thereof.
 - (4) On C.T.H. "J", beginning at a point 223 feet north of the intersection of 51st Avenue, proceeding north, a distance of 0.13 miles thereof.
 - (5) On C.T.H. "Q", beginning at a point 435 feet north of the intersection of C.T.H. "B" (east), proceeding north, a distance of 0.12 miles thereof.
 - (6) On C.T.H. "Q", beginning at a point 199 feet north of the intersection of 114th Avenue, proceeding south, a distance of 0.12 miles thereof.
- (b) *Twenty-five (25) mile-per-hour speed zones.* The maximum permissible speed shall be 25 miles per hour pursuant to the speed limit signs erected at the following locations:
- (1) On C.T.H. "D", beginning at a point 652 feet north of the intersection of S.T.H. 29, proceeding north, a distance of 1.00 miles thereof.
 - (2) On C.T.H. "D", beginning at a point 57 feet north of the intersection of East Marshall Street, proceeding south, a distance of 1.07 miles thereof.
 - (3) On C.T.H. "F", beginning at the intersection of S.T.H. 40, proceeding south, a distance of 0.39 miles thereof.
 - (4) On C.T.H. "F", beginning at a point 183 feet north of the intersection of C.T.H. "Q", proceeding north, a distance of 0.40 miles thereof.
 - (5) On C.T.H. "H", beginning at the intersection of C.T.H. "X" (east), proceeding north, a distance of 0.96 miles thereof.
 - (6) On C.T.H. "H", beginning at a point 115 feet south of the intersection of 10th Street, proceeding south, a distance of 0.96 miles thereof.
 - (7) On C.T.H. "O", beginning at a point 466 feet west of the intersection of McKnight Street, proceeding east, a distance of 0.46 miles thereof.
 - (8) On C.T.H. "O", beginning at the intersection of C.T.H. "X", proceeding north, a distance of 0.46 miles thereof.

- (9) On C.T.H. "Q", beginning at the intersection of S.T.H. 40, proceeding west, a distance of 0.86 miles thereof.
- (10) On C.T.H. "Q", beginning at a point 341 feet west of the intersection of York Street, proceeding east, a distance of 1.01 miles thereof.
- (11) On C.T.H. "S", beginning at the intersection of 138th Avenue, proceeding north, a distance of 0.70 miles thereof.
- (12) On C.T.H. "S", beginning at the intersection of 198th Street, proceeding south, a distance of 0.70 miles thereof.
- (13) On C.T.H. "SS", beginning at a point 341 feet north of the intersection of 20th Avenue, proceeding north, a distance of 0.95 miles thereof.
- (14) On C.T.H. "SS", beginning at the intersection of S.T.H. 40, proceeding south, a distance of 1.01 miles thereof.
- (15) On C.T.H. "V", beginning at a point 814 feet south of the intersection of East Pattern Street, proceeding north, a distance of 0.24 miles thereof.
- (16) On C.T.H. "V", beginning at the intersection of East Murray Street, proceeding south, a distance of 0.24 miles thereof.
- (17) On C.T.H. "X", beginning at the intersection of Broadway Street, proceeding south, a distance of 0.27 miles thereof.
- (18) On C.T.H. "X", beginning at a point 30 feet north of the intersection of Pine Street, proceeding north, a distance of 0.24 miles thereof.
- (19) On C.T.H. "Y", beginning at the intersection of C.T.H. "S", proceeding west, a distance of 0.24 miles thereof.
- (20) On C.T.H. "Y", beginning at the intersection of State Highway 178, proceeding east, a distance of 0.24 miles thereof.

(c) *Thirty (30) mile-per-hour speed zones.* The maximum permissible speed shall be 30 miles per hour pursuant to the speed limit signs erected at the following locations:

- (1) On C.T.H. "M", beginning at the intersection of C.T.H. "SS" proceeding west, a distance of 0.17 miles thereof.
 - (2) On C.T.H. "M", beginning at a point 566 feet west of the intersection of Columbia Street South proceeding east, a distance of 0.26 miles thereof.
 - (3) On C.T.H. "X", beginning at a point 102 feet east of the intersection of South Elm Street proceeding east, a distance of 0.68 miles thereof.
 - (4) On C.T.H. "X", beginning at a point 48 feet east of the intersection of South Ash Street, proceeding west, a distance of 0.68 miles thereof.
- (d) *Thirty-five (35) mile-per-hour speed zones.* The maximum permissible speed shall be 35 miles per hour pursuant to the speed limit signs erected at the following locations:
- (1) On C.T.H. "B", beginning at a point 670 feet east of the intersection of C.T.H. "Q", proceeding west, a distance of 0.14 miles thereof.
 - (2) On C.T.H. "CC", beginning at the intersection of C.T.H. "Z", proceeding south, a distance of 0.91 miles thereof.
 - (3) On C.T.H. "CC", beginning at the intersection of S.T.H. 64, proceeding north, a distance of 0.91 miles thereof.
 - (4) On C.T.H. "D", beginning at the point 937 feet south of the intersection of C.T.H. "MM", proceeding north, a distance of 0.33 miles thereof.
 - (5) On C.T.H. "D", beginning at a point 828 feet north of the intersection of C.T.H. "MM", proceeding south, a distance of 0.33 miles thereof.
 - (6) On C.T.H. "F", beginning at a point 80 feet south of the intersection of 20th Avenue, proceeding south, a distance of 1.10 miles thereof.
 - (7) On C.T.H. "F", beginning at the County Line, proceeding north, a distance of 1.10 miles thereof.
 - (8) On C.T.H. "I", beginning at the intersection of S.T.H. 178, proceeding west, a distance of 0.68 miles thereof.

- (9) On C.T.H. "I", beginning at the intersection of Commerce Parkway, proceeding east, a distance of 0.68 miles thereof.
- (10) On C.T.H. "J", beginning at the intersection of 50th Avenue, proceeding north, a distance of 0.67 miles thereof.
- (11) On C.T.H. "J", beginning at C.T.H. "X", proceeding south, a distance of 0.60 miles thereof.
- (12) On C.T.H. "K", beginning at a point 900 feet south of the intersection of 70th Avenue, proceeding north, a distance of 1.20 miles thereof.
- (13) On C.T.H. "K", beginning at a point 154 feet south of the intersection of 78th Avenue, proceeding south, a distance of 1.20 miles thereof.
- (14) On C.T.H. "M", beginning at a point 617 feet west of the intersection of 256th Street, proceeding east, a distance of 2.74 miles thereof.
- (15) On C.T.H. "M", beginning at a point 530 feet west of the intersection of S.T.H. 27, proceeding west, a distance of 2.64 miles thereof.
- (16) On C.T.H. "NN", beginning at the intersection of C.T.H. "X", proceeding south, a distance of 0.44 miles thereof.
- (17) On C.T.H. "NN", beginning at the intersection of S.T.H. 29, proceeding north, a distance of 0.44 miles thereof.
- (18) On C.T.H. "O", beginning at a point 1,236 feet east of the intersection of 350th Street, proceeding east, a distance of 0.95 miles.
- (19) On C.T.H. "O", beginning at a point 466 feet west of the intersection of McKnight Street, proceeding west, a distance of 0.95 miles thereof.
- (20) On C.T.H. "P", beginning at a point 1,380 feet south of the intersection of 40th Avenue, proceeding north, a distance of 1.01 miles thereof.
- (21) On C.T.H. "P", beginning at the intersection of Prairie View Road, proceeding south, a distance of 1.12 miles thereof.

- (22) On C.T.H. "Q", beginning at a point 543 feet south of the intersection of C.T.H. "B" (east) proceeding north, a distance of 0.82 miles thereof.
- (23) On C.T.H. "Q", beginning at a point 1,045 feet north of the intersection of 115th Avenue, proceeding south, a distance of 0.43 miles thereof.
- (24) On C.T.H. "Q", beginning at a point 711 feet east of the intersection of 80th Street, proceeding east, a distance of 0.27 miles thereof.
- (25) On C.T.H. "Q" beginning at the intersection of Wilson Street, proceeding west, a distance of 0.58 miles thereof.
- (26) On C.T.H. "S", beginning at the intersection of 138th Avenue, proceeding south, a distance of 0.42 miles thereof.
- (27) On C.T.H. "S", beginning at a point 671 feet south of the intersection of 198th Street, proceeding north, a distance of 0.42 miles thereof.
- (28) On C.T.H. "SS", beginning at a point 1,370 feet south of the intersection of East Park Street, proceeding north, a distance of 0.67 miles thereof.
- (29) On C.T.H. "SS", beginning at the Barron County Line, proceeding south, a distance of 0.67 miles thereof.
- (30) On C.T.H. "X", beginning at a point 1,144 feet east of the intersection of Dewey Street, proceeding west, a distance of 0.52 miles thereof.
- (31) On C.T.H. "X", beginning at the intersection of Broadway Street, proceeding east, a distance of 0.53 miles thereof.
- (32) On C.T.H. "X", beginning at a point 100 feet south of the intersection of Pine Street, proceeding south, a distance of 0.51 miles thereof.
- (33) On C.T.H. "X", beginning at a point 930 feet north of the intersection of C.T.H. "H", proceeding north, a distance of 0.54 miles thereof.
- (34) On C.T.H. "V", beginning at the intersection of C.T.H. "X", proceeding north, a distance of 0.25 miles thereof.

- (35) On C.T.H. "V", beginning at a point 806 feet south of the intersection of East Patten Street, proceeding south, a distance of 0.25 miles thereof.
- (e) *Forty (40) mile-per-hour speed zones.* The maximum permissible speed shall be 40 miles per hour pursuant to the speed limit signs erected at the following locations:
- (1) On C.T.H. "D", beginning at a point 846 feet south of the intersection of 135th Avenue, proceeding north, a distance of 0.45 miles thereof.
 - (2) On C.T.H. "D", beginning at a point 885 feet north of the intersection of C.T.H. "S", proceeding south, a distance of 0.45 miles thereof.
 - (3) On C.T.H. "J", beginning at the intersection of C.T.H. "X", proceeding west, a distance of 1.36 miles thereof.
 - (4) On C.T.H. "J", beginning at a point 175 feet east of the intersection of 160th Street, proceeding east, a distance of 1.38 miles thereof.
 - (5) On C.T.H. "J", beginning at the intersection of 47th Avenue, proceeding north a distance of 0.34 miles thereof.
 - (6) On C.T.H. "J", beginning at the intersection of 50th Avenue, proceeding south, a distance of 0.34 miles thereof.
 - (7) On C.T.H. "K", beginning at a point 129 feet south of the intersection of 50th Avenue, proceeding north, a distance of 1.11 miles thereof.
 - (8) On C.T.H. "K", beginning at the intersection of C.T.H. "X", proceeding south, a distance of 1.11 miles thereof.
 - (9) On C.T.H. "OO", beginning at a point 600 feet east of the intersection of 130th Street, proceeding southwest, a distance of 2.21 miles thereof.
 - (10) On C.T.H. "OO", beginning at the intersection of 30th Avenue, proceeding northeast, a distance of 2.21 miles thereof.
 - (11) On C.T.H. "X", beginning at a point 2,227 feet west of the intersection of C.T.H. "J", proceeding east, a distance of 3.73 miles thereof.

- (12) On C.T.H. "X", beginning at a point 154 feet west of the intersection of C.T.H. "K" (south), proceeding west, a distance of 3.65 miles thereof.
 - (13) On C.T.H. "X", beginning at a point 162 feet east of the intersection of 250th Street, proceeding east, a distance of 0.50 miles thereof.
 - (14) On C.T.H. "X", beginning at a point 70 feet east of the intersection of South Elm Street, proceeding west, a distance of 0.49 miles thereof.
 - (15) On C.T.H. "X", beginning at a point 50 feet east of the intersection of South Ash Street, proceeding east, a distance of 0.36 miles thereof.
 - (16) On C.T.H. "X", beginning at a point 1,915 feet east of the intersection of South Ash Street, proceeding west, a distance of 0.37 miles thereof.
- (f) *Forty-five (45) mile-per-hour speed zones.* The maximum permissible speed shall be 45 miles per hour pursuant to the speed limit signs erected at the following locations:
- (1) On C.T.H. "B", beginning at the intersection of C.T.H. "Q", proceeding east, to a point 1.00 miles thereof.
 - (2) On C.T.H. "B", beginning at a point 1,307 feet east of the intersection of 120th Street, proceeding west, a distance of 0.87 miles thereof.
 - (3) On C.T.H. "CC", beginning at the intersection of C.T.H. "Z", proceeding north, a distance of 1.47 miles thereof.
 - (4) On C.T.H. "CC", beginning at the intersection of 240th Avenue, proceeding south, a distance of 1.52 miles thereof.
 - (5) On C.T.H. "D", beginning at a point 550 feet north of the intersection of 80th Street, proceeding south, a distance of 0.26 miles thereof.
 - (6) On C.T.H. "D" beginning at a point 500 feet north of the intersection of East Depere Street, proceeding north, a distance of 0.25 miles thereof.
 - (7) On C.T.H. "F", beginning at a point 165 feet north of the intersection of C.T.H. "Q", proceeding south, a distance of 0.65 miles thereof.
 - (8) On C.T.H. "F", beginning at a point 151 feet north of the intersection of 87th Street, proceeding north, a distance of 0.65 miles thereof.

- (9) On C.T.H. "K", beginning at a point 351 feet north of 80th Avenue, proceeding south, a distance of 0.34 miles thereof.
- (10) On C.T.H. "K", beginning at a point 100 feet south of the intersection with 78th Avenue, proceeding north, a distance of 0.34 miles thereof.
- (11) On C.T.H. "M", beginning at a point 566 feet west of Columbia Street, proceeding west, a distance of 0.16 miles thereof.
- (12) On C.T.H. "M", beginning at a point 217 feet east of the intersection of S.T.H. 53, east ramp, proceeding east, a distance of 0.27 miles thereof.
- (13) On C.T.H. "M", beginning at the intersection of C.T.H. "CC", proceeding east, a distance of 0.43 miles thereof
- (14) On C.T.H. "M", beginning at a point 2,300 feet east of the intersection of C.T.H. "CC", proceeding west, a distance of 0.43 miles thereof.
- (15) On C.T.H. "N", beginning at a point 270 feet west of the intersection of Tropicana Boulevard, proceeding west, a distance of 0.30 miles thereof.
- (16) On C.T.H. "N", beginning at a point 1,870 feet west of the intersection of Tropicana Boulevard, proceeding east, a distance of 0.30 miles thereof.
- (17) On C.T.H. "O", beginning at the intersection of C.T.H. "S", proceeding east, a distance of 2.02 miles thereof.
- (18) On C.T.H. "O", beginning at a point 2,260 feet east of the intersection of 178th Street, proceeding west, a distance of 2.02 miles thereof.
- (19) On C.T.H. "OO", beginning at a point 600 feet east of the intersection of 130th Street, proceeding east, a distance of 1.05 miles thereof.
- (20) On C.T.H. "OO", beginning at the intersection of C.T.H. "P", proceeding west, a distance of 1.01 miles thereof.
- (21) On C.T.H. "P", beginning at a point 480 feet north of the intersection of C.T.H. "OO", proceeding north, a distance of 0.66 miles thereof.

- (22) On C.T.H. "P", beginning at a point 1,400 feet south of the intersection of 40th Avenue, proceeding south, a distance of 0.76 miles thereof.
- (23) On C.T.H. "Q", beginning at a point 220 feet south of the intersection of C.T.H. "S", proceeding south, a distance of 1.00 miles thereof.
- (24) On C.T.H. "Q", beginning at a point 1,891 feet north of the intersection of Northridge Drive, proceeding north, a distance of 1.00 miles thereof.
- (25) On C.T.H. "Q", beginning at a point 2,013 feet east of the intersection of 186th Avenue, proceeding east, a distance of 0.67 miles thereof.
- (26) On C.T.H. "Q", beginning at a point 200 feet west of the intersection of 80th Street, proceeding west, a distance of 0.51 miles thereof.
- (27) On C.T.H. "S", beginning at a point 338 feet south of the intersection of 189th Street, proceeding north, a distance of 0.91 miles thereof.
- (28) On C.T.H. "S", beginning at a point 671 feet north of the intersection of 198th Street, proceeding south, a distance of 0.91 miles thereof.
- (29) On C.T.H. "S", beginning at a point 150 feet north of the intersection of C.T.H. "O", proceeding south, a distance of 5.60 miles thereof.
- (30) On C.T.H. "S", beginning at a point 260 feet west of the intersection of 120th Street, proceeding east, a distance of 5.60 miles thereof.
- (31) On C.T.H. "SS", beginning at a point 1,516 feet north of the intersection of 98th Street, proceeding north, a distance of 0.42 miles thereof.
- (32) On C.T.H. "SS", beginning at a point 100 feet south of the intersection of 21st Avenue, proceeding south, a distance of 0.28 miles thereof.
- (33) On C.T.H. "SS", beginning at a point 550 feet north of the intersection of C.T.H. "Q", proceeding south, a distance of 0.20 miles thereof.
- (34) On C.T.H. "SS", beginning at a point 380 feet south of the intersection of C.T.H. "Q", proceeding north, a distance of 0.20 miles thereof.

- (35) On C.T.H. "SS" beginning at point 341 feet north of the intersection of 20th Avenue, proceeding south a distance of 1.06 miles thereof.
- (36) On C.T.H. "SS" beginning at a point 1,750 feet east of 98th Street, proceeding north a distance of 1.06 miles thereof.
- (37) On C.T.H. "T", beginning at a point 1,663 feet north of C.T.H. X proceeding south, a distance of 1.20 miles thereof.
- (38) On C.T.H. "T", beginning at a point 800 feet north of 30th Avenue, proceeding north, a distance of 1.20 miles thereof.
- (39) On C.T.H. "X", beginning at the intersection of C.T.H. "V" (west), proceeding east, a distance of 0.72 miles thereof.
- (40) On C.T.H. "X", beginning at a point 1,257 feet east of the intersection of C.T.H. "D", proceeding west, a distance of 0.78 miles thereof.
- (41) On C.T.H. "X"/Business 29, beginning at a point 802 feet north of the intersection of S.T.H. 29 north ramp, proceeding northeast, a distance of 0.54 miles thereof.
- (42) On C.T.H. "X"/Business 29, beginning at a point 539 feet west of the intersection of 95th Street, proceeding west, a distance of 0.83 miles thereof.
- (43) On C.T.H. "X"/Business 29, beginning at a point 295 feet south of the intersection of 50th Avenue, proceeding northeast, a distance of 2.05 miles thereof.
- (44) On C.T.H. "X"/Business 29, beginning at the intersection of U.S.H. 53 west ramp, proceeding west, a distance of 2.05 miles thereof.
- (45) On C.T.H. "X", beginning at a point 363 feet east of the intersection of C.T.H. "K" (south), proceeding east, a distance of 1.10 miles thereof.
- (46) On C.T.H. "X" beginning at a point 3,250 feet east of the intersection of 210th Avenue, proceeding west, a distance of 1.14 miles thereof.
- (47) On C.T.H. "X", beginning at a point 162 feet east of the intersection of 250th Street, proceeding west, a distance of 0.75 miles thereof.

(48) On C.T.H. "X", beginning at a point 3,680 feet northeast of the intersection of C.T.H. "MM", proceeding northeast, a distance of 0.75 miles thereof.

(g) *Fifty (50) mile-per-hour speed zones.* The maximum permissible speed shall be 50 miles per hour pursuant to the speed limit signs erected at the following locations:

(1) On C.T.H. "OO", beginning at the intersection of 30th Avenue, proceeding southwest, a distance of 1.69 miles thereof.

(2) On C.T.H. "OO", beginning at the intersection of Business 53, proceeding northeast, a distance of 1.65 miles thereof.

(Code 1980, § 7.03(2); Ord. No. 01-17, 3-14-2017; Ord. No. 5-17, 8-08-2017; Ord. No. 5-19, 4-09-2019)

Sec. 58-32. Penalty.

The penalty for violating any of sections 58-3 and 58-31 is set forth in Wis. Stats. § 346.60, which is adopted by reference and made a part hereof.

(Code 1980, § 7.03(3))

Sec. 58-33. Stop and yield intersections.

(a) *Stop sign identified.* Pursuant to Wis. Stats. § 349.07, the following highways are designated through highways and the intersecting highways are controlled by an official stop sign:

TABLE INSET:

Through Highway	At Intersection With	Stop Sign Controlled Highway
S.T.H. 40	"	C.T.H. "A"
S.T.H. 40	"	C.T.H. "B"
C.T.H. "F"	"	C.T.H. "B"
C.T.H. "Q"	"	C.T.H. "B"
S.T.H. 124	"	C.T.H. "B"
S.T.H. 40	"	C.T.H. "C"
C.T.H. "F"	"	C.T.H. "C"
C.T.H. "Q"	"	C.T.H. "C"
C.T.H. "X"	"	C.T.H. "D"
C.T.H. "V"	"	C.T.H. "D"
S.T.H. 27	"	C.T.H. "D"
C.T.H. "W"	"	C.T.H. "D"
S.T.H. 64	"	C.T.H. "E"
C.T.H. "M"	"	C.T.H. "E"
S.T.H. 29	"	C.T.H. "F"

C.T.H. "N"	"	C.T.H. "F"
S.T.H. 64	"	C.T.H. "F"
C.T.H. "M"	"	C.T.H. "F"
C.T.H. "X"	"	C.T.H. "G"
S.T.H. 29	"	C.T.H. "G"
C.T.H. "O"	"	C.T.H. "G"
S.T.H. 64	"	C.T.H. "G"
C.T.H. "M"	"	C.T.H. "G"
C.T.H. "X"	"	C.T.H. "H"
S.T.H. 27	"	C.T.H. "H"
S.T.H. 178	"	C.T.H. "I"
C.T.H. "S"	"	C.T.H. "I"
S.T.H. 124	"	C.T.H. "J"
C.T.H. "X"	"	C.T.H. "J"
Stillson Road	"	C.T.H. "J"
West Lafayette Drive	"	C.T.H. "J"
Valley Road	"	C.T.H. "J"
Skyline Drive	"	C.T.H. "J"
East Lafayette Drive	"	C.T.H. "J"

Through Highway	At Intersection With	Stop Sign Controlled Highway
Hillsdale Road	"	C.T.H. "J"
Skyline Drive	"	C.T.H. "J"
C.T.H. "K"	"	C.T.H. "J"
East Lafayette Drive	"	C.T.H. "K"
C.T.H. "X"	"	C.T.H. "K"
C.T.H. "O"	"	C.T.H. "K"
Oak Ridge Road	"	C.T.H. "K"
C.T.H. "S"	"	C.T.H. "K"
S.T.H. 27	"	C.T.H. "K"
S.T.H. 29	"	C.T.H. "M"
Auburn View Road	"	C.T.H. "M"
Springbrook Road	"	C.T.H. "M"
C.T.H. "SS"	"	C.T.H. "M"
S.T.H. 40	"	C.T.H. "M"
S.T.H. 27	"	C.T.H. "M"
C.T.H. "T"	"	C.T.H. "N"
C.T.H. "F"	"	C.T.H. "N"
C.T.H. "S"	"	C.T.H. "O"
C.T.H. "K"	"	C.T.H. "O"
S.T.H. 27	"	C.T.H. "O"
C.T.H. "D"	"	C.T.H. "O"
4th Street	"	C.T.H. "O"
C.T.H. "X"	"	C.T.H. "O"
Vance Road	"	C.T.H. "P"
C.T.H. "S"	"	C.T.H. "Q"

C.T.H. "F"	"	C.T.H. "Q"
S.T.H. 64	"	C.T.H. "Q"
C.T.H. "SS"	"	C.T.H. "Q"
S.T.H. 64	"	C.T.H. "R"
S.T.H. 178	"	C.T.H. "R"
C.T.H. "T"	"	C.T.H. "S"
C.T.H. "F"	"	C.T.H. "S"
S.T.H. 124	"	C.T.H. "S"
S.T.H. 178	"	C.T.H. "S"
C.T.H. "Y"	"	C.T.H. "S"
S.T.H. 27	"	C.T.H. "S"
C.T.H. "D"	"	C.T.H. "S"
C.T.H. "G"	"	C.T.H. "S"
C.T.H. "H"	"	C.T.H. "S"
S.T.H. 29	"	C.T.H. "T"
C.T.H. "B"	"	C.T.H. "T"
C.T.H. "X"	"	C.T.H. "V"
C.T.H. "G"	"	C.T.H. "V"
S.T.H. 27	"	C.T.H. "W"
C.T.H. "G"	"	C.T.H. "W"
S.T.H. 27	"	C.T.H. "X"
Maple Street	"	C.T.H. "X"
C.T.H. "J"	"	C.T.H. "X"
C.T.H. "O"	"	C.T.H. "X"

Through Highway	At Intersection With	Stop Sign Controlled Highway
S.T.H. 124	"	C.T.H. "Y"
S.T.H. 178	"	C.T.H. "Y"
C.T.H. "E"	"	C.T.H. "Z"
C.T.H. "CC"	"	C.T.H. "Z"
C.T.H. "SS"	"	C.T.H. "AA"
C.T.H. "F"	"	C.T.H. "AA"
S.T.H. 40	"	C.T.H. "AA"
S.T.H. 64	"	C.T.H. "AA"
C.T.H. "SS"	"	C.T.H. "BB"
C.T.H. "AA"	"	C.T.H. "BB"
S.T.H. 64	"	C.T.H. "CC"
C.T.H. "M"	"	C.T.H. "CC"
S.T.H. 40	"	C.T.H. "DD"
C.T.H. "A"	"	C.T.H. "DD"
S.T.H. 64	"	C.T.H. "DD"
C.T.H. "M"	"	C.T.H. "DD"
C.T.H. "O"	"	C.T.H. "EE"
C.T.H. "S"	"	C.T.H. "EE"
S.T.H. 27	"	C.T.H. "EE"
C.T.H. "SS"	"	C.T.H. "GG"

C.T.H. "N"	"	C.T.H. "HH"
C.T.H. "S"	"	C.T.H. "HH"
C.T.H. "X"	"	C.T.H. "MM"
S.T.H. 27	"	C.T.H. "MM"
C.T.H. "D"	"	C.T.H. "MM"
C.T.H. "G"	"	C.T.H. "MM"
C.T.H. "H"	"	C.T.H. "MM"
C.T.H. "NN"	"	C.T.H. "MM"
S.T.H. 29	"	C.T.H. "NN"
C.T.H. "X"	"	C.T.H. "NN"
C.T.H. "J"	"	C.T.H. "OO"
Lee Street	"	C.T.H. "OO"
C.T.H. "P"	"	C.T.H. "OO"
Town Line Road	"	C.T.H. "OO"
Valley Road	"	C.T.H. "OO"
Hillsdale Road	"	C.T.H. "OO"
C.T.H. "K"	"	C.T.H. "OO"
S.T.H. 124	"	C.T.H. "SS"
S.T.H. 27	"	C.T.H. "TT"
C.T.H. "P"	"	C.T.H. "UN"
Town Line Road	"	C.T.H. "UN"
North 90th Road	"	C.T.H. "UN"
Bechel Road	"	C.T.H. "VV"
C.T.H. "X"	"	C.T.H. "XX"
C.T.H. "O"	"	C.T.H. "XX"
S.T.H. 64	"	C.T.H. "ZZ"
S.T.H. 178	"	C.T.H. "ZZ"

(b) *Stop requirement.* As defined in Wis. Stats. § 346.46(4)(a), every operator of a motor vehicle approaching an official stop sign at an intersection, except when directed to proceed by a traffic officer or traffic control signal, shall cause such vehicle to stop before entering the intersection and shall yield the right-of-way to other vehicles which have entered or are approaching the intersection upon a highway which is controlled by an official stop sign or trafficsignal.

(c) *Yield requirement.* As defined in Wis. Stats. § 346.18(6), motor vehicles shall yield the right-of- way, pursuant to "yield right-of-way" signs erected at the following intersections:

TABLE INSET:

Through Highway	At Intersection With	Stop Sign Controlled Highway
C.T.H. "Q"	"	C.T.H. "B"
S.T.H. 53	"	C.T.H. "J"
S.T.H. 124	"	C.T.H. "J"
Lee Street	"	C.T.H. "O"
C.T.H. "Y"	"	C.T.H. "S"

C.T.H. "D"	“	C.T.H. "S"
C.T.H. "K"	“	C.T.H. "TT"
C.T.H. "M"	“	C.T.H. "VV"

(d) *Penalty.*

- (1) The penalties for violation of sections 7.04(1) and (2) are set forth in Wis. Stats. § 346.49 which is adopted by reference and made a part hereof.
- (2) The penalty for violation of 7.04(3) is set forth in Wis. Stats. § 346.22 which is adopted by reference and made a part hereof.

(Code 1980, § 7.04)

Sec. 58-34. No parking zones.

- (a) *List of locations.* No person shall stop or leave standing any vehicle, whether attended or unattended, and whether temporarily or otherwise in any of the following locations:
 - (1) At the intersection of C.T.H. "MM" and C.T.H. "D" as follows:
 - a. The west side of the C.T.H. "D" commencing at the intersection of C.T.H. "MM" and C.T.H. "D"; thence north 220 feet along the west side of C.T.H. "D."
 - b. The east side of C.T.H. "D" commencing 176 feet north of the intersection of C.T.H. "MM" and C.T.H. "D"; thence north 226 feet along the east side of C.T.H. "D."
 - c. The south and north sides of C.T.H. "MM" commencing at the intersection of C.T.H. "MM" and C.T.H. "D"; thence west 415 feet along the south and north sides of C.T.H. "MM."
 - d. The west side of C.T.H. "D" commencing at the intersection of C.T.H. "MM" and C.T.H. "D"; thence south 275 feet on the west side of C.T.H. "D."
 - e. The east side of C.T.H. "D" commencing at the intersection of C.T.H. "MM" and C.T.H. "D"; thence south 201 feet along the east side of C.T.H. "D."
 - d. The south side of C.T.H. "MM" commencing 160 feet east of the intersection of C.T.H. "MM" and C.T.H. "D", thence continuing east 182 feet along the south side of C.T.H. "MM."

- e. The north side of C.T.H. "MM" commencing 177 feet east of the intersection of C.T.H. "MM" and C.T.H. "D", thence continuing east 193 feet along the north side of C.T.H. "MM."
- (2) The east and west sides of C.T.H. "J" commencing at the intersection of C.T.H. "J" and Stillson Road; thence north to the intersection of Wissota Village Drive and C.T.H. "J."
- (3) The west side of C.T.H. "V" (Oshkosh Street) commencing at the intersection of C.T.H. "D" (Murray Street); thence south 2,000 feet along the west side of C.T.H. "V".
- (4) The south side of C.T.H. "X" (Chippewa Street) commencing 1,670 feet east of the centerline of Ash Street at the intersection of Ash Street and C.T.H. "X" thence easterly 1,280 feet along the south side of C.T.H. "X".
- (5) The north side of C.T.H. "X" (Chippewa Street) commencing 2000' east of the intersection of Ash Street and C.T.H. "X"; thence west 500 feet along the north side of C.T.H. "X".
- (b) *Parties subject to forfeiture.* Both the owner and the operator of such vehicle violating this section shall be subject to the penalty provisions hereof.
- (c) *Penalty.* The penalty provisions of Wis. Stats. § 346.56(1m) is adopted by reference and made a part of this section.

(Code 1980, § 7.05) (Ord. No. 04-17; 07-11-2017; Ord. No. 04-18, 07-10-2018; Ord. No. 04-19, 02-19-2019; Ord. No. 07-19, 05-14-2019)

Sec. 58-35. Temporary no parking zones.

- (a) *Purpose.* This section authorizes temporary no parking zones on certain streets, roadways and rights-of-way as provided in Wis. Stats. § 346.53(6).
- (b) *Prohibited parking.* No person shall stop or leave any vehicle standing attended or unattended on the so designated streets, roadways or within the public rights-of-way.
- (c) *Parties subject to forfeiture.* Both the owner and operator of such vehicle violating this section shall be subject to the penalty provisions hereof.
- (d) *Designation of temporary no parking zones.* The County Board may, from time to time, by duly adopted resolution, designate temporary no parking zones. The resolution shall

subject the area so designated to the provisions of this section. The resolution shall contain the dates and times of no parking and describe the streets, roadways and public rights-of-way.

- (e) *Exception.* This section shall not apply when the vehicle is standing temporarily for the purpose of, and actually engaged in, the loading or unloading or in receiving or discharging passengers and while the vehicle is attended by a licensed operator so that it may promptly be moved in case of emergencies or to avoid obstruction of traffic.
- (f) *Penalty.* The penalty provisions of Wis. Stats. § 346.56(2) is adopted by reference and made a part of this section.

(Code 1980, § 7.06)

Sec. 58-36. Single trip permits.

- (a) *Overweight, oversize vehicles on state highways.* The county highway department may issue single trip permits for oversize or overweight vehicles for use of state trunk highways and whenever the officer or agency issuing such permit deems it necessary to have a traffic officer accompany such vehicle, a reasonable charge for such traffic officer's services shall be paid by the permittee.
- (b) *Payment for service.* The traffic officer detailed to furnish such services shall make out a billing at the conclusion of such services to the permittee which shall be a minimum amount for the first hour or portion thereof and a charge per hour shall be made for each additional hour or portion thereof as set by resolution from time to time. Payment shall be made by the permittee to the sheriff's department. This section shall apply to all overwidth or oversize vehicles or loads, except the county highway department.

(Code 1980, § 7.08)

Sec. 58-37. Courthouse complex parking regulations.

- (a) *Purpose.* The purpose of this section is to establish a uniform policy for utilization of the parking areas serving the courthouse complex in accord with Wis. Stat. § 59.52(24).
- (b) *Scope.* This chapter shall apply to the parking, stopping or standing of any vehicle, inclusive of automobiles, trucks, buses, motorcycles, scooters and trailers. (See section 58-06 abandoned vehicles.)
- (c) *Definitions.* For purpose of this section, the following definitions shall apply:

- (1) *Business* shall be defined as including without limitation by enumeration thereof, any transaction, public meeting, administrative functions, court appearance, payment of money, procurement of any licenses, permits, or services, and performance of any services as, for and/or with the county and its various departments, officers, agencies, committees, commissions and courts.
- (2) *General public* is defined as any individual of the public who is not a visitor as under section (c)(5).
- (3) *Handicapped person* means any person who has a disability that limits or impairs the ability to walk and has been issued special license plates with VET or DIS on them, or whose vehicle displays validated identification for physically disabled persons.
- (4) *Parking areas* shall include the following: (On file in the County Clerk's Office is the site plan for the parking areas adjacent to the courthouse complex).
 - a. Lot A – Immediately adjacent to the north side of the courthouse contiguous to Cedar Street.
 - b. Lot B – East of the courthouse adjacent to High Street courthouse entrance.
 - c. Lot C – Adjacent to the maintenance facility, 114 East Spruce Street.
 - d. Lot D1 – West of the 21 East Spruce Street facility.
 - e. Lot D2 – Behind the 21 East Spruce Street facility.
 - f. Lot E – West adjacent to Bridge Street courthouse entrance.
- (5) *Visitors* shall be defined as any individual of the public having business to conduct in the courthouse. "Visitors" does not include any county employee, officer or elected official, TRY Mediation, Inc. employee; judge, or other court personnel; district attorney office employee; or other contracted individuals who maintain an office at or report to agencies of the county as the contracted individual's place of employment.

(d) *Designated parking areas.*

- (1) *Employee and visitor parking* is permitted as set forth in the following parking lots while transacting business in the courthouse complex:

- a. Lot A – All hours except 1:00 a.m. to 6:00 a.m. daily. County-owned vehicles shall park in designated areas only, during all hours of the day. Overnight parking is allowed in designated areas as posted.
- b. Lot B – All hours. Overnight parking and transport vehicle parking in designated areas as posted.
- c. Lot C – Huber and jail personnel parking only.
- d. Lot D-1 – All hours. County vehicles shall park in the designated parking area as posted.
- e. Lot D-2 – 21 East Spruce Street facility – Employees only.
- f. Lot E – All hours except 1:00 a.m. to 6:00 a.m. daily.
- g. Circle Drive (cul-de-sac) 15 minutes.

(2) *General public parking* is permitted as set forth in the following parking lots:

- a. Lot A – All hours except Monday-Friday from 6:00 a.m. to 5:00 p.m., and daily from 1:00 a.m. to 6:00 a.m. County vehicles shall park in designated parking areas as posted.
- b. Lot B – Employee and Visitor parking only. No general public parking allowed.
- c. Lot C – Huber and Jail personnel parking only. No general public parking allowed.
- d. Lot D-1, 21 East Spruce Street facility – All hours except Monday-Friday from 6:00 a.m. to 5:00 p.m. and daily from 1:00 a.m. to 6:00 a.m. County vehicles shall park in designated parking areas as posted.
- e. Lot D-2, 21 East Spruce Street facility – Employees only. No general public parking allowed.
- f. Lot E – All hours except Monday to Friday from 6:00 a.m. to 5:00 p.m., and daily from 1:00 a.m. to 6:00 a.m.

- (3) *Posted parking spaces* shall be restricted as designated to Visitor, Handicapped, Huber, and Authorized County Vehicles. The county will erect or cause to be erected appropriate signs at each parking area access point advising the operators of the parking restrictions and risk of removal.
- (e) *Traffic flow.* All traffic shall strictly adhere to one-way traffic flow. No vehicle shall in any way impede the normal flow of traffic on any street, roadway or parking area. Vehicles shall park only in marked stalls as designated in subsection (d).
- (f) *Speed limit.* The speed limit in all parking lots of the courthouse complex is 15 MPH, as posted.
- (g) *Overnight parking.* Overnight parking is authorized for Chippewa County employees and officials who are away on county business. Overnight parking shall only be allowed in the designated area in parking lot B. Overnight parking permits are required and shall be obtained at the County Clerk's Office during normal working hours.
- (h) *Enforcement.* Parking and traffic regulations are effective 24 hours a day and pursuant to Wis. Stats. § 349.13(1m) as follows:
- (1) The Chippewa County Facilities and Parks Director and Chippewa County Sheriff's Department may issue warnings for violations of this section.
 - (2) The parking lots owned by the county are within the city limits of the City of Chippewa Falls and the city has policing authority thereof. The city is authorized and requested to issue parking citations for vehicles parking contrary to the provisions of this section. The Chippewa County Sheriff's Department is also authorized to issue citations for parking and traffic violations.
 - (3) Vehicles are subject to removal or towing if the vehicle has been in violation of this section on more than one occasion during a six-month period or in violation of this section for more than seven (7) days. The Sheriff's Department and the County Facilities and Parks Director are authorized to remove or cause to be removed any illegally parked vehicle and have that vehicle placed in storage.
 - (4) The owner or operator of any vehicle removed pursuant to subsection (3) shall be required to pay the reasonable charge for removal, towing and storage.

(Code 1980, § 5.25; Ord. No. 6-03, § 1, 11-12-2003; Ord. No. 16-12, 03-12-2012; Ord. No. 09-18, 09-11-2018)

Cross references: Court, ch. 18; law enforcement, ch. 42.

Sec. 58-38. Operation of vehicles on frozen surface of public waters.

- (a) *Authority.* The authority for this section is provided in Wis. Stats. § 30.81(2).
- (b) *Definitions.* As used in this section the following words and terms shall have the meanings respectively ascribed:
 - (1) *All terrain vehicle* has the definition set forth in Wis. Stats. § 340.01(2g).
 - (2) *Motor vehicle* has the definition as set forth in Wis. Stats. § 340.01(35).
 - (3) *Snowmobile* has the definition set forth in Wis. Stats. § 340.01(58a).
- (c) *Prohibition.* No person may operate an all terrain vehicle, motor vehicle or snowmobile on the frozen surface of public waters within 100 feet of a person not in or on an all terrain vehicle, motor vehicle or snowmobile or within 100 feet of a fishing shanty unless operated at a speed of ten miles an hour or less.
- (d) *Exemption.* Law enforcement officers acting in the course of their duties are exempt from the provisions of this section.
- (e) *Penalty.* Any person who violates this section shall forfeit not more than \$200.00, together with costs and assessments.

(Code 1980, § 5.24)

Sec. 58-39. Designating All-Terrain and Utility Terrain Vehicle Routes

- (a) *Intent.* The County of Chippewa adopts the following All-Terrain Vehicle (ATV) and Utility Terrain Vehicle (UTV) routes for the operation of ATV's and UTV's upon the County highways listed in subsection (c). Following due consideration of the recreational value to connect trail opportunities and weighted against possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, these routes have been created.
- (b) *Statutory Authority.* These routes are created pursuant to § 23.33(8)(b), Wis. Stats. In addition, the provisions of § 23.33, Wis. Stats., and the provisions of Wisconsin Administrative Code NR 64 regulating ATV/UTV operation are hereby adopted.

(c) *Routes.* The following described County highways are designated as ATV/UTV routes:

- (1) C.T.H. "D" in the Town of Delmar, from 125th Avenue to 130th Avenue, a distance of 0.5 miles.
- (2) C.T.H. "E" in the Town of Cleveland, from 245th Avenue south to trail, a distance of 0.8 miles.
- (3) C.T.H. "EE" in the Towns of Arthur and Estella, from 170th Avenue to 210th Avenue, a distance of 4 miles.
- (4) C.T.H. "G" in the Town of Ruby, from C.T.H. "M" to 310th Avenue, a distance of 3 miles.
- (5) C.T.H. "G" in the Town of Ruby, from S.T.H. 64 north to Buckhorn Trail, a distance of 2.25 miles.
- (6) C.T.H. "K" in the Towns of Anson and Arthur, from C.T.H. "S" to 170th Avenue, a distance of 3 miles.
- (7) C.T.H. "K" in the Town of Anson, from 107th Avenue to 108th Avenue, a distance of 350'.
- (8) C.T.H. "K" in the Town of Anson, from 127th Avenue to 220th Street, a distance of 275'.
- (9) C.T.H. "K" in the Town of Lafayette, from 40th Avenue east to west, a distance of 0.5 miles.
- (10) C.T.H. "K" in the Town of Lafayette, from 50th Avenue east to west, a distance of 0.1 miles.
- (11) C.T.H. "K" in the Town of Estella, from 250th Street to 205th Avenue, a distance of 0.5 miles.
- (12) C.T.H. "M" in the Towns of Birch Creek and Lake Holcombe, from S.T.H. 27 west to ATV parking lot, a distance of 5.2 miles.
- (13) C.T.H. "M" in the Town of Ruby, from 275th Avenue to C.T.H. "G", a distance of 0.65 miles.

- (14) C.T.H. "M" in the Town of Sampson, from 152nd Street to 160th Street, a distance of 0.75 miles.
 - (15) C.T.H. "S" in the Town of Anson, from C.T.H. "K" west to trail, a distance of 1.1 miles.
 - (16) C.T.H. "S" in the Town of Arthur, from 270th Avenue north to south, a distance of 0.5 miles.
 - (17) C.T.H. "VV" in the Town of Ruby, from 290th Avenue east to west, a distance of 0.5 miles.
 - (18) C.T.H. "Y" in the Town of Eagle Point, from 145th Street to 155th Street, a distance of 1 mile.
 - (19) C.T.H. "Y" in the Town of Anson, from 143rd Avenue west across the Chippewa River Bridge, a distance of 0.25 miles.
- (d) *Annual Reviews of ATV/UTV Routes.* All ATV/UTV routes established pursuant to this ordinance shall be reviewed annually by the Chippewa County Highway Committee to consider the continued value, efficacy or need for the ATV/UTV routes or the inclusion of additional ATV/UTV routes, all pursuant to the intent of this ordinance.
- (e) *Conditions.* In addition to all statutory and regulatory requirements for ATV/UTV operation, as a condition for the use of these routes, the following conditions shall apply to all ATV/UTV operators (and passengers) when operating on the routes:
- (1) All ATV/UTV operators shall observe posted ATV/UTV speed limits not to exceed 30 MPH.
 - (2) All ATV/UTV operators shall ride single file.
 - (3) All ATV/UTV operators shall slow the vehicle to 10-mph or less when operating within 150 feet of a dwelling or pedestrians except when operating on County Highway M between 276th Street and County Highway CC (250th Street) in the Town of Lake Holcombe.
 - (4) Routes must be signed in accordance with NR 64.12, and NR 64.12(7)c.
 - (5) Headlights and tail lights must be turned on at all times.

- (6) All ATV/UTV operators at least 12 years of age and who are born on or after January 1, 1988, shall have a valid ATV/UTV safety certificate and be accompanied by a parent or legal guardian until possessing a valid driver's license.
 - (7) All persons under 18 operating and/or riding on an ATV/UTV must wear a helmet approved by the Wisconsin Department of Transportation.
 - (8) Use of these routes is only allowed during daylight hours which shall be defined as from one-half hour before sunrise to one-half hour after sunset.
 - (9) ATV/UTV operators shall drive only on the outside portion of the paved roadway surface.
- (f) *Creation of New Routes.* The County will consider applications for new routes submitted by the Chippewa Valley ATV Council or local municipality. All new ATV/UTV routes shall be created pursuant to procedures that are adopted by the Highway Committee. Any changes to those procedures shall be approved by the Highway Committee. The procedures shall be available to the public at the Chippewa County Highway Department as well as on the Highway Department's website.
 - (g) *Closure of Routes.* The Highway Commissioner shall have the authority to temporarily or permanently close routes for safety, maintenance or other appropriate reasons. Such closures shall be subject to review and final determination by the Highway Committee. The Highway Department shall erect temporary signs indicating the route closure. The route signage shall be entirely removed by the Highway Department if the designated route is permanently closed.
 - (h) *Enforcement.* This ordinance shall be enforced by the Chippewa County Sheriff's Department.
 - (i) *Penalties.* The penalties as set forth in § 23.33(13)(a) Wis. Stats., are adopted by reference.
 - (j) *Severability.* The provisions of this ordinance shall be deemed severable and it is expressly declared that Chippewa County would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person's circumstances shall not be deemed affected.

(Ord. No. 01-10, 02-19-10; Ord. No. 18-12, 07-10-2012; Ord. No. 03-16, 03-08-2016; Ord. No. 01-18, 01-09-2018; Ord. No. 05-18, 08-14-2018; Ord. No. 06-19, 04-09-2019; Ord. No. 03-20, 03-10-2020; Ord. No. 08-20, 06-09-2020)

Article III. Annual Vehicle Registration

Fee Sec. 58-60. Authority.

This ordinance is adopted pursuant to the authority granted by Wisconsin Statutes § 341.35.

Sec. 58-61. Purpose.

The purpose of this ordinance is to provide the Chippewa County Highway Department with a source of funds in addition to other funding sources currently being utilized to refund and maintain the winter maintenance account.

Sec. 58-62. Definition.

In this section, “motor vehicle” means an automobile or motor truck registered under § 341.25(1)(c), Wis. Stats, at a gross weight of not more than 8,000 pounds, that is registered in this state and is customarily kept in Chippewa County.

Sec. 58-63. Annual registration fee.

At the time a motor vehicle is first registered or at the time of registration renewal, the applicant shall pay a county vehicle registration fee of \$10. This fee is in addition to other fees required by Wisconsin Statutes Chapter 341. The Wisconsin Department of Transportation (DOT) shall collect the fee. Use of funds generated by this registration fee shall be restricted to Highway Department winter maintenance expenses.

Sec. 58-64. Exemptions.

The following motor vehicles are exempt from the annual vehicle registration fee:

- (a) All vehicles exempted by Wisconsin Statutes Chapter 341 from payment of a state vehicle registration fee.
- (b) All vehicles registered by the state under Wisconsin Statutes § 341.26 for a fee of \$5.

Sec. 58-65. Replacements.

No county vehicle registration fee may be imposed on a motor vehicle which is a replacement for a motor vehicle for which a current county vehicle registration fee has been paid.

Sec. 58-66. Administrative costs.

The DOT shall retain a portion of the moneys collected under this section equal to the actual administrative costs related to the collection of these fees (currently \$0.10 per vehicle).

Sec. 58.67. Effective Date.

This ordinance shall take effect on January 1, 2015.

Sec. 58-68. Sunset date.

This vehicle registration fee is being imposed to refund the depleted Chippewa County Highway Department Winter Maintenance Fund and to provide funding to maintain that fund. This registration fee will therefore sunset at midnight on January 1, 2020 or the end of the year in which the winter maintenance fund reaches a positive balance of \$550,000, whichever comes first.

(Ord. No. 10-14, 09-09-14) (Sec. 58-68 amended by the CB 09-13-16)

1010 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

1010.1 TIMBER SALE CONTRACT & PAYMENT SCHEDULE

County of Chippewa

TIMBER SALES CONTRACT

Chapter 28, Wis. Stats.

Form 2400-005 (R 8-09)

Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%

Tract # XX-YR

Contract # XXXX-YR

Name of Property: **Sale Name**

Located in Sec. 2 of T31N-R8W Town of Cleveland

THIS CONTRACT IS ENTERED INTO by and between **Chippewa County** (Seller) and **Logging C** (Purchaser) for the purpose of selling timber of the Seller. The Seller sells and the Purchaser agrees to purchase, cut and remove **ONLY** those trees (timber) specifically described in this Contract or marked by the Seller for cutting on the "sale area" which is identified or described in maps or diagrams attached to and made part of this Contract.

THE PROVISIONS OF THIS CONTRACT and all authority for use of the Seller's property for the cutting of timber (which includes felling, bucking, skidding, loading or hauling) are mutually agreed upon by the Seller and Purchaser and subject to the following terms and conditions:

1. PERFORMANCE.

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 2.

2. CONTRACT PERIOD.

- a. All work under this Contract shall be completed to the satisfaction of the Seller between the signing of the Contract by both Parties and **July 1, 2022**, FOR TIME IS OF THE ESSENCE. Contract

amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract.

- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or for any other reason upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract deemed reasonable by the Seller.
3. CONTRACT EXTENSIONS. If extensions of this Contract are deemed reasonable by the Seller, the stumpage price agreed upon herein shall be adjusted as follows: (as per section 915.2 of the Chippewa County Forest Comprehensive Land Use Plan)
 - a. First extension: 6 months, 0% stumpage increase.
 - b. Second extension: 12 months, 20% stumpage increase.
 - d. Additional extensions: 6 months, 10% stumpage increase.
4. TERMINATION. The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach as determined by the Seller or at other times when deemed necessary by the Seller. The Seller may also terminate this Contract upon breach of any other similar timber sale contract entered into by the Purchaser with State of Wisconsin or with a County Forest in the State, as determined by the Seller. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller.
5. PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.
 - a. A performance bond in the Seller's favor in the amount of **\$00,000.00**, in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser no later than **January 31, 2020** to be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to submit the bond will be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.

- b. If a Letter of Credit is used, it should be dated 60 days beyond the contract expiration date and should be made out to **Chippewa County Land Conservation & Forest Management**, with the sale tract number, sale number, contractor, dollar amount and expiration date identified.
- c. The Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond may be retained by the Seller until the Seller can determine damages caused by the lack of performance. If damages exceed the amount of the performance bond, the Seller may retain any prepaid stumpage up to the amount of calculated damages, at the Seller's discretion. If damages exceed the amount of the performance bond, the Seller may bill and seek damages from the purchaser, in equity or in law, for the amount of calculated damages in excess of the performance bond, at the Seller's discretion. Only in the event the Purchaser provides written notice of sale completion to the Seller shall the Seller have sixty (60) days to determine that performance has been completed as required under this Contract.
- d. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its Contract remedies for breach.
- e. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for the timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
- f. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- g. The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:

- (1) The Purchaser's bid value of timber not cut and removed under this Contract.
- (2) Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization under or in violation of this Contract.
- (3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
- (4) All costs of resale of timber not cut and removed as required under this Contract.
- (5) If the Seller seeks damages for breach of this Contract through court proceedings, and if the Seller prevails in such proceedings, in whole or in part, then the purchaser agrees to pay all of the Seller's actual and reasonable expenses, including attorneys and expert witness fees.

The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.

- h. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the Seller for a period not to exceed two (2) years from the date of determination of the breach.
6. **REMOVAL WITHOUT PAYMENT.** Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for Timber Theft, Theft, Criminal Damage to Property, or a violation of administrative rule or ordinance.
 7. **TITLE TO TIMBER.** Title to timber cut under this Contract shall remain with the Seller until payment as required in this Contract is received by the Seller or written authorization to cut or remove the timber or forest products has been given by the Seller. The Seller shall bear the risk of loss or damage to the timber until payment to the Seller for the timber or authorization to cut or remove the Timber has been granted by the Seller, or damage is caused by the Purchaser or the Purchaser's agents or employees.

8. PAYMENT; PAYMENT SCHEDULE (Attached).

- a. The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached to and made a part of this Contract. Payment shall be in the form acceptable to the Seller.
- b. The volume of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

9. CUTTING REQUIREMENTS. ("DBH" represents the diameter of the timber at 4.5 feet above the ground):

Sale Area Description:

The boundaries of this sale are marked with red and blue paint lines. The Oak stands totaling 61+/- acres will have a shelterwood harvest followed by site scarification to promote regeneration of the oak timber type. The aspen stand in the center of the sale will be clearcut to promote coppiced regeneration of the stand.

Cutting Requirements:

Shelterwood Harvest Area : Cut all trees except those marked with Green paint, including non-commercial trees (1 to 5" diameter). Do not cut sale boundary trees (red or blue paint) or trees that are marked with yellow paint to identify riparian management zones. ***Do not cut or damage any conifers.***

Clear-cut Area: Cut all trees >1" diameter and larger. **Do not** cut any conifers or trees marked with paint.

Special Conditions:

- No harvesting activity will be allowed if rutting occurs.
- Oak Wilt Restrictions apply: No harvesting or other operation is allowed within the site between April 1 and August 10.
- All recreational trails will remain open to the public during sale operations and must remain free of slash and cleared of rutting during the duration of the harvest operation.
- In the event that timber mats will be required County timber mats are available for use, at no charge, on a first come first served basis.
- No equipment operation is allowed within wetland areas delineated by yellow paint.
- All landing locations must be approved.

- All merchantable timber that is removed along landings or skid trails must be utilized and accounted for through mill slips or log scales.
- *Leave all snags (dead trees) unless they present a safety hazard. Use caution to limit the disturbance of Course Woody Debris (CWD) on the forest floor. (ie) down logs greater than 12 inches in diameter.*
- All hardwood logs, (except aspen) 10" or larger on the small end will be charged at the appropriate saw log stumpage rate.

10. UTILIZATION SPECIFICATIONS:

- a. CORDWOOD: Utilize each tree down to a 4" top diameter providing it contains a merchantable 100" pulpstick.

11. WASTE. The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller and use all reasonable care not to damage trees not designated or marked for cutting. Young growth bent or held down by felled trees shall be promptly released.

12. STUMP HEIGHT; TOPS. The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Title to tops shall remain with the seller and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.

13. ZONE COMPLETION. The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller.

14. FOREST FIRE PREVENTION. The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:

- a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.
- b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)

- c. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
- d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
- f. Other: None

15. TRAINING REQUIREMENT. The Purchaser shall ensure that at least one in woods person actively engaged in performance of this contract and responsible for the logging site complies with the Training Standard as adopted by the Wisconsin SFI® Implementation Committee (SIC). Criteria for the standard can be found at the website http://www.fistausa.org/sfi_standards.html 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 sale.

16. SLASH. Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:

- a. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- b. Other: None

17. CLEANUP AND USE OF SALE AREA.

- a. The Purchaser shall remove, to the satisfaction of the seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Seller's property upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.

- b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.
- c. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fuel and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser to the satisfaction of the Seller.

18. ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).

- a. When not otherwise designated by the Seller, the location of roads, landings, mill sites and campsites on Seller's property is subject to advance approval and under the conditions established by the Seller. All restoration, cleanup or repair of roads, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the satisfaction of the Seller, is the responsibility of the Purchaser.
- b. All logging debris accumulated at landing areas, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the Seller.
- c. Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller under par. d.
- d. Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction upon completion or termination of this Contract.
- e. Best Management Practices (BMPs) requirements and other Guidelines:
 - (1) 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.
 - (2) 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>.

(3) The purchase 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/>

(4) Other: N/A

19. SOIL DISTURBANCE AND RUTTING.

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

Table 1. Thresholds for soil disturbances.

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

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.

- c. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.
 - d. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding): N/A
20. OTHER APPROVALS. 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. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.
21. SURVEY MONUMENTS. The Purchaser agrees to comply with s. 59.74, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.
22. INDEMNIFICATION. The Purchaser agrees to protect, indemnify and save harmless the Seller and the Seller's employees and agents from and against 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 under this Contract or in connection with

any action or omission of the Purchaser, who shall defend the Seller and the Seller's employees and agents in any cause of action or suit.

23. INDEPENDENT CONTRACTOR. The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 2.b. or for breach of this Contract. The Seller further agrees it will exercise no control over the selection and dismissal of the Purchaser's employees.

24. INSURANCE; NOTIFICATION.

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under Chapter 102, Wis. Stats.
- b. Other insurance requirements: None
- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

25. ASSIGNMENT. The Purchaser is precluded from assigning payment and Contract oversight, duties or other performance requirements of this Contract to another. The Purchaser's direction to or contracting with another to complete performance required under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach. The Seller reserves the right to prohibit a particular sub-contractor from performance of this Contract if it is deemed in the Seller's best interest, as determined by the Seller based on past

performance by the subcontractor on county, state, or federal timber sales or civil or criminal timber theft citations.

26. ENTIRE CONTRACT. This Contract shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and that no modifications of this Contract or waiver of its terms and conditions shall be effective unless made in writing and signed by the parties.
27. CONTRACTING PARTIES.
- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.
 - b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.
28. INSPECTION. The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.
29. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.
30. SCALING AND CONVERSION FACTORS.
- a. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods
 - b. **Conversion of cordwood volume from tons to cords shall be 2.75 tons/cord for Oak, 2.25 for Aspen and 2.3 for Mixed Hardwoods.**

31. APPLICABLE LAW.

This contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.

32. FOREST CERTIFICATION

The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council® SCS-FM/COC-083G. Forest products from this sale may be delivered to the mills “FSC 100%” so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

33. Safety.

- a. Utilities. The Purchaser is responsible to contact the diggers hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.

- d. OSHA Compliance, Danger trees. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

34. OTHER CONDITIONS:

- a. Release of Mill Records. The Purchaser agrees that mill slips or records respecting timber from the Seller's sale area, are to be released to the Seller upon Seller's request, and that the Purchaser will execute any letter or form of the Purchaser to that effect upon Seller's request.

ATTACHMENTS.

Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including:

- a. Map(s) or Diagrams(s) of Sale Area;
- b. Payment Schedule and Conditions of Payment;

SELLER

By: **Matthew Hansen**, County Forest Administrator

Date

PURCHASER

By: **Logging Contractor**, Contractor

Date

Contract No. XXXX-YR

County of Chippewa

TIMBER SALES CONTRACT – PULPWOOD MILL SCALE

PAYMENT SCHEDULE

Form 2400-005C (R 4/05)

Contract Number **XXXX-YR**

The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with this payment schedule, and contract, and comply with all conditions on this payment schedule. Payment shall be in the form acceptable to the Seller and shall be made in advance of removal of timber from the sale area unless otherwise specifically authorized by the Department representative administering the sale.

A. Payment Schedule

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 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.

Payment for saw logs is due within 30 days of the date listed on an invoice provided by the County. An interest charge of 18% annual percentage rate (1.5% monthly) will be added to all unpaid balances for each month said balance remains unpaid.

In instances when Purchaser has past due balances, or when the Purchaser has previously demonstrated late payment, the County may of it's sole discretion, require Purchaser to provide payment for saw logs prior to hauling from the site.

B. Stumpage Rates are as follows:

<u>Species</u>	<u>Product</u>	<u>Volume</u>	<u>Price Per Unit</u>	<u>Total Value of Estimated Volumes</u>
Aspen	cordwood	2200 tons	\$22.00 / ton	\$48,400.00
Mixed Hardwood	cordwood	1750 tons	\$17.00 / ton	\$29,750.00
Oak	cordwood	1200 tons	\$15.00 / ton	\$18,000.00
Red Oak	sawlogs	77 MBF	\$375.00 / MBF	\$28,875.00
Mixed Hardwood	sawlogs	28 MBF	\$300.00 / MBF	\$8,400.00
Total				\$133,425.00

SAWLOG SCALE

1. All sawlogs shall be separated from pulpwood when piled.
2. All logs will be yarded for scaling. If logs are decked, the log length shall be marked on the small end with lumber crayon. Decks may be no higher than 6 feet. At least 2 MBF (thousand board feet) of sawlogs will be skidded and yarded, before scale is requested.
3. All logs shall be scaled prior to leaving the premises.
4. Other conditions : None

PULPWOOD MILL SCALE

5. All pulpwood shall be paid for prior to hauling from the site. Pulpwood will be accounted for using a three-part mill scale ticket system. **Ticket books shall cost \$5,000.00 per 10-ticket book.** The Purchaser shall account for all tickets and return any un-used tickets immediately upon completion or termination of the Contract. Reconciliation of pulpwood payments may be required periodically or at the completion of the Contract.
6. Lock boxes shall be placed on the premises by the Seller.
7. 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.
8. 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.
9. 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 lock box.
10. Failure to deposit tickets in the lock box 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.
11. Tickets are issued for the Contract specified on the cover of the ticket book and may not be used for any other Contract.
12. 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.
13. 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.

14. The Seller may check scale and scale tickets at any time.
15. 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.
16. 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.
17. Other conditions: In the event that aspen cordwood trees are intentionally peeled, all peeled bark must be distributed across the harvest area (i.e. no piles of bark left on the landings). The County will apply a 12.5% adjustment to each load of peeled cordwood.

1010.2 TIMBER SALE EXTENSION/RENEWAL POLICY

A 6 month extension, if deemed necessary by the seller, may be granted at the same stumpage rate as in the original contract if the contractor has actively harvested timber from the contracted sale within the original contract term. All other successive extensions will be for one year and will have a progressive 10% increase in stumpage rates. Stumpage increases will be based on a ten percent increase from the original bid.

1010.3 FIREWOOD PERMIT

CHIPPEWA COUNTY FUEL WOOD SALE PERMIT
(INDIVIDUAL HOME USE)

SALE # _____ TRACT # _____
FORMER SALE # _____ PERMIT # _____

NAME & ADDRESS OF COUNTY PROPERTY _____ DATE PERMIT ISSUED _____
CHIPPEWA COUNTY _____ EXPIRATION DATE OF PERMIT _____
711 NORTH BRIDGE STREET _____
CHIPPEWA FALLS, WI 54729 _____

PERMITEE NAME _____ LOCATION OF WOOD: _____
ADDRESS _____
CITY, STATE & ZIP _____
PHONE _____

NUMBER OF STANDARD CORDS (4' X 4' X 8') TO BE CUT _____
UNIT SALE PRICE _____
ADMINISTRATIVE FEE _____
TOTAL AMOUNT PAID _____

- CONDITIONS:**
1. This permit grants limited permission to go on the County land specified above and to remove wood in the manner and at the location indicated subject to the conditions and restrictions herein.
 2. Fuel wood sale permits are not transferable and payment is not refundable.
 3. Fuel wood remaining on the sale area at expiration of the permit reverts to County ownership. Permit expiration date will not be extended.
 4. Chippewa County may immediately cancel or revoke this permit by giving oral notice or written notice. All fuel wood permits will terminate during emergency burning regulations pursuant to Section NR 30.056, Wisconsin Administrative Code and upon breach of any condition or restriction of this permit. Such breach may also subject the violator to prosecution.
 5. Permittee must be where cutting occurs. The permit shall be displayed on the drivers side of the dash of any vehicle transporting wood under this permit in such a manner as to be viewable through the windshield.
 6. Permittee agrees s.s. 895.62 is applicable as to liability.
 7. Permittee agrees to remove any slash from roadways, trails and/or lakes and ponds resulting from the removal of firewood.
 8. Permittee may remove firewood only within the boundaries of the permit area and shall be liable for trespass and damages for cutting or removal outside the permit area under s.s. 26.04 timber trespass.
 9. Cutting requirements and other conditions:

CUT DEAD AND DOWN ONLY. (DO NOT CUT ANY STANDING TIMBER—WHETHER DEAD OR ALIVE.)

Blow down along road 100' of center of Co. Forest road.

PERMITEE'S SIGNATURE _____

BY: _____
ISSUING AGENT OF CHIPPEWA COUNTY LAND
CONSERVATION & FOREST MANAGEMENT

1010.4 PRIVATE ACCESS – LAND USE PERMIT

PRIVATE ACCESS PERMIT AGREEMENT

Chippewa County Land Conservation and Forest Management

711 North Bridge Street, Chippewa Falls, WI 54729

(715) 726-7920

This Access Permit Agreement entered into by and between Chippewa County, and _____ (Permittee), for the sole purpose of obtaining access to and from Permittee's real estate across county-owned forest land, as shown on the attached Exhibit A.

The access shall be on the existing woods road that provides access from County Highway ____ to the ____ of Section __ T__N R__W.

The term of this Agreement shall be for fifteen (15) years as reported to the County Land Conservation & Forest Management Committee on _____, commencing upon the date of the first signature below and ending the 31st day of December, 20___. This Agreement shall not automatically renew, however the parties may agree to a renewal.

As a condition of the County entering into this Agreement, Permittee states that they have no other motorized access to their real estate other than by the Access Corridor provided for herein.

Permittee agrees to and acknowledges that this Agreement in no manner conveys to Permittee any interest in the County forest land described above and on Exhibit A , and that the Agreement is not an easement over said County forest land but only permits access to Permittee across the described County forest land (Access Corridor). The Access Corridor) remains the real estate of the County.

County and Permittee further agree that this Agreement contains and is subject to the following:

1. No deviations from the existing dimensions and construction are allowed without the prior written approval of the County. This Agreement does not authorize expansion of the footprint of the existing lane or improvements over and above the existing, un-paved condition.

2. Any improvements or upgrading of the Access Corridor (beyond normal maintenance such as periodic addition of gravel and grading) must be approved in advance by the County (County approval must be requested by Permittee at least 30 days prior to the time Permittee intends on making any such improvements/upgrading).
3. The County, at any time during the term of this Agreement, may cancel said Agreement on 60 days advance written notice in the event the County, in its sole discretion, determines that any term of the Agreement has been violated by Permittee.
4. The access corridor width shall be no wider than 20 feet.
5. No trees shall be cut or trimmed on the Access Corridor without the prior written approval of the County. All wood cut or trimmed shall be the property of the County.
6. Any wood approved for cutting shall be cut and piled by Permittee at locations designated by the County and in 100 inch lengths cut to a 4" top diameter.
7. All stumps, slash, waste material and other debris resulting from use by Permittee under this Agreement shall be disposed of by Permittee as directed by the County.
8. The Permittee shall maintain the Access Corridor in a safe and environmentally sound condition at all times, causing no obstruction to free and uninhibited use by the Public. Permittee shall be responsible for maintaining the Access Corridor during the term of this Agreement so that such public use is possible. General maintenance of the Access Corridor during the term of this Agreement is the responsibility of the Permittee and not the County.
9. Present and future forest management, timber sales, timber stand improvement, reforestation or other forest or recreational activity is of high priority to the County and in no way shall be hindered by Permittee or by this Agreement.
10. No gates, signs or other similar structures will be allowed on the Access Corridor or surrounding County real estate without the prior written approval of the County.
11. The Permittee shall not store any equipment, lumber or other items on the Access Corridor.
12. This Agreement does not give the Permittee any rights pertaining to hunting or trapping. Those rights remain under control of the County.

13. This Agreement will automatically terminate in the event of non-use of the same by Permittee for a period of at least two consecutive years.
14. The intended use of the Access Corridor is set forth above. Any deviation from said use without the prior written approval of the County may result in termination of the Access Corridor per number 3 above.
15. Permittee agrees to protect, indemnify and save harmless the County, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the construction and placement of objects on the Access Corridor and from the maintenance or use of Access Corridor, and the Permittee shall defend the County in any such action or claim upon request by the County.
16. This Agreement is not transferable or assignable by Permittee, except as previously referred to in Paragraph "One".

Agreed to Permittees:

Landowner

(Date)

Agreed to County:

Matt Hansen, Chippewa County Forest Administrator

(Date)

1010.5 CAMPING POLICY

Camping on Chippewa County Forest land is permitted, except near County Parks or unless otherwise designated or posted by the Land Conservation & Forest Management Committee. No Permit is required to camp. The following general rules will apply to all County Forest campers:

- A. No littering or site destruction will be tolerated.
- B. The County Board may set a permit fee upon the recommendation of the Land Conservation & Forest Management Committee.
- C. Maximum camping period is 14 consecutive days.
- D. Natural vegetation and terrain may not be cut, damaged or altered in any way, except for the construction of an adequate fire ring using rocks. Fasteners such as nails, screws or bolts may not be attached to trees.
- E. Manufactured materials (lumber, concrete, plastics, etc.) may not be left on the site when it is vacated. No trees or other vegetation, either native or exotic, may be planted on the County Forest land without permission from the County.

1010.6 TREE STAND POLICY

The entire County Forest is open for regulated hunting, with the exception of areas developed for high public use such as parks, campgrounds, and some special use areas. Temporary hunting stands, including elevated stands are permissible. The use of nails, lag screws, screw steps, or other damaging devices is not permitted. No permanent type structures are permitted. The [Chippewa County Code of Ordinances](#) regulates activities relating to hunting. Refer to Chapter 1000 for a full text of the Ordinance. The use of firearms, airguns, slingshots or bows and arrows is prohibited in designated recreation areas, except on permit issued by the Committee. Discharge of firearms is prohibited in Kemper's Woods, hunting by archery only is allowed: for wild turkey from the beginning of Spring Turkey Season through the first Sunday in May and September 30 through the end of the fall season and for whitetail deer from November 1 through the end of archery season.



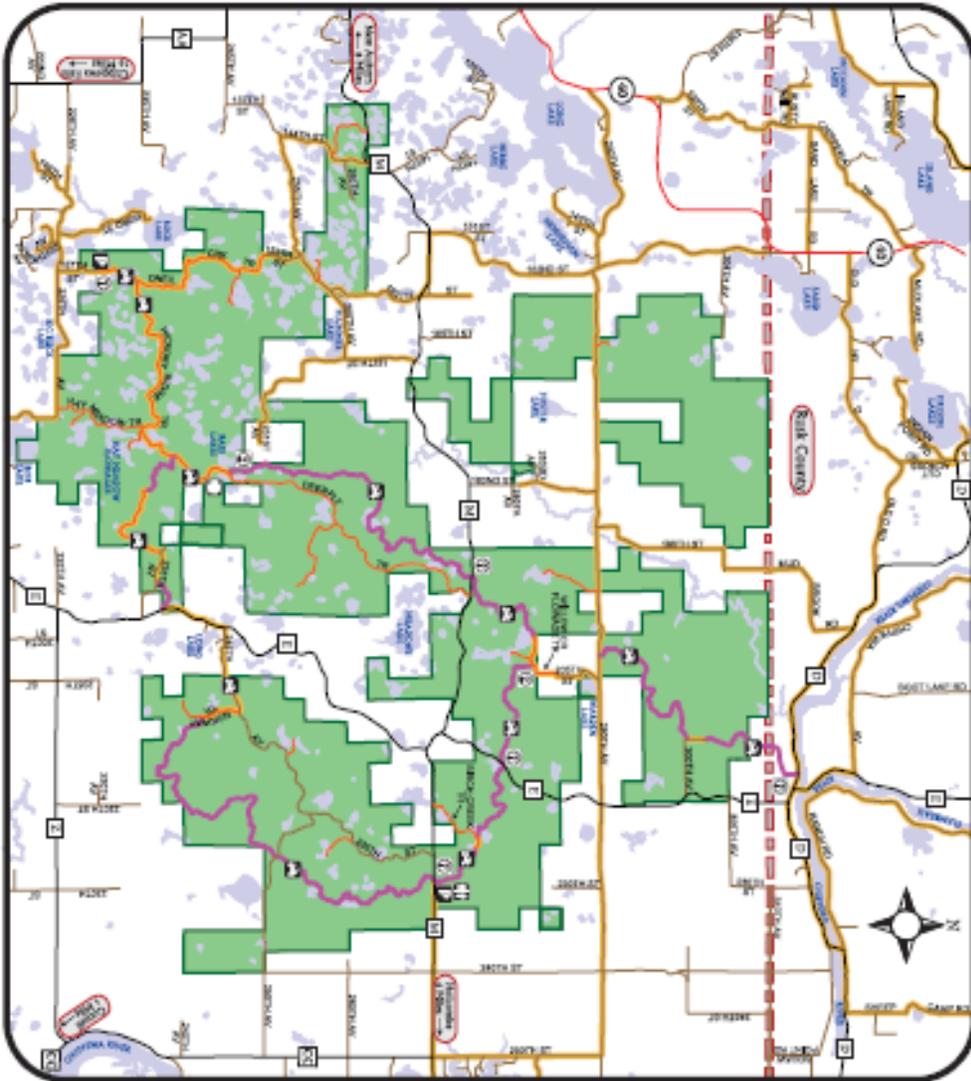
County	Variable Acreage Share Loans		County Repayments		Project Loans		County Repayments		Balance Owed DNR
	DNR Issued Loans FY 2020	Tot To Date	FY 2020	Tot To Date	DNR Issued Loans FY 2020	Tot To Date	FY 2020	Tot To Date	
Ashland	20,152.60	690,598.26	-113,176.85	690,598.26	0.00	1,125,780.74	153,482.05	1,125,780.74	0.00
Barren	0.00	122,285.69	-208,686.33	122,285.69	0.00	874,219.80	208,686.33	874,219.80	0.00
Bayfield	0.00	2,327,946.84	-155,724.53	2,327,946.84	0.00	300,000.00	155,724.53	300,000.00	0.00
Burnett	55,572.96	2,511,234.66	-534,335.23	2,511,234.66	12,000.00	2,025,672.27	815,351.21	1,786,261.48	239,410.79
Chippewa	0.00	552,019.26	-77,698.98	552,019.26	0.00	161,000.51	77,698.98	161,000.51	0.00
Clark	0.00	1,161,477.30	-44,887.51	1,161,477.30	0.00	53,000.00	44,887.51	53,000.00	0.00
Douglas	0.00	1,876,638.45	-115,805.60	1,876,638.45	0.00	529,850.00	115,805.60	529,850.00	0.00
Eau Claire	0.00	526,533.23	-79,177.97	526,533.23	0.00	126,933.08	79,177.97	126,933.08	0.00
Florence	0.00	444,068.78	-336,412.94	444,068.78	0.00	1,677,376.82	336,412.94	1,677,376.82	0.00
Forest	0.00	236,907.91	15,667.57	236,907.91	342,205.00	4,750,417.53	-5,478.51	404,010.06	4,346,407.47
Iron	0.00	2,701,711.99	-387,817.57	2,701,711.99	0.00	767,860.74	387,817.57	767,860.74	0.00
Jackson	0.00	1,876,477.59	-455,361.73	1,876,477.59	262,500.00	1,200,507.00	514,257.53	938,007.00	262,500.00
Juneau	0.00	116,824.82	-174,000.51	116,824.82	0.00	1,213,470.63	309,028.06	937,106.88	276,363.75
Langlade	0.00	555,874.24	0.00	555,874.24	0.00	0.00	0.00	0.00	0.00
Lincoln	0.00	590,731.41	-436,811.99	590,731.41	0.00	1,220,980.00	436,811.99	1,220,980.00	0.00
Marathon	14,811.24	595,486.56	106,143.50	595,486.56	0.00	2,545,511.00	17,244.00	1,331,448.89	1,214,062.11
Marquette	0.00	1,104,208.02	-38,000.00	1,104,208.02	0.00	38,000.00	38,000.00	38,000.00	0.00
Monroe	0.00	21,340.37	-27,775.40	21,340.37	0.00	328,770.00	41,509.18	143,785.48	184,984.52
Oconto	0.00	219,031.59	-161,643.90	219,031.59	0.00	450,000.00	161,643.90	450,000.00	0.00
Oneida	0.00	1,186,720.14	-220,421.48	1,186,720.14	0.00	439,010.00	220,421.48	439,010.00	0.00
Polk	8,231.22	323,941.93	-135,541.13	315,710.71	0.00	840,353.50	143,763.99	840,353.50	8,231.22
Price	0.00	1,491,622.00	-308,194.71	1,491,622.00	0.00	804,427.48	308,194.71	804,427.48	0.00
Rusk	44,541.79	2,147,849.67	38,903.14	2,136,157.28	0.00	136,950.00	-4,302.85	136,950.00	11,692.39
Sawyer	0.00	1,172,316.95	-634,571.78	1,172,316.95	0.00	1,000,000.00	634,571.78	1,000,000.00	0.00
Taylor	0.00	204,461.52	-20,446.16	204,461.52	0.00	36,398.28	20,446.16	36,398.28	0.00
Vernon	0.00	0.00	0.00	0.00	84,368.99	978,838.53	0.00	22,516.16	956,322.37
Vilas	0.00	779,307.74	-302,676.73	779,307.74	0.00	678,019.42	302,676.73	678,019.42	0.00
Washburn	74,737.18	3,312,826.65	-406,948.13	3,312,826.65	0.00	930,724.71	481,685.31	930,724.71	0.00
Wood	0.00	259,901.61	-54,717.30	259,901.61	0.00	77,000.00	54,717.30	77,000.00	0.00
State Total :	218046.99	29110345.18	-5270120.25	29090421.57	701063.99	25311072.04	6050235.45	17831021.03	7499974.62

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

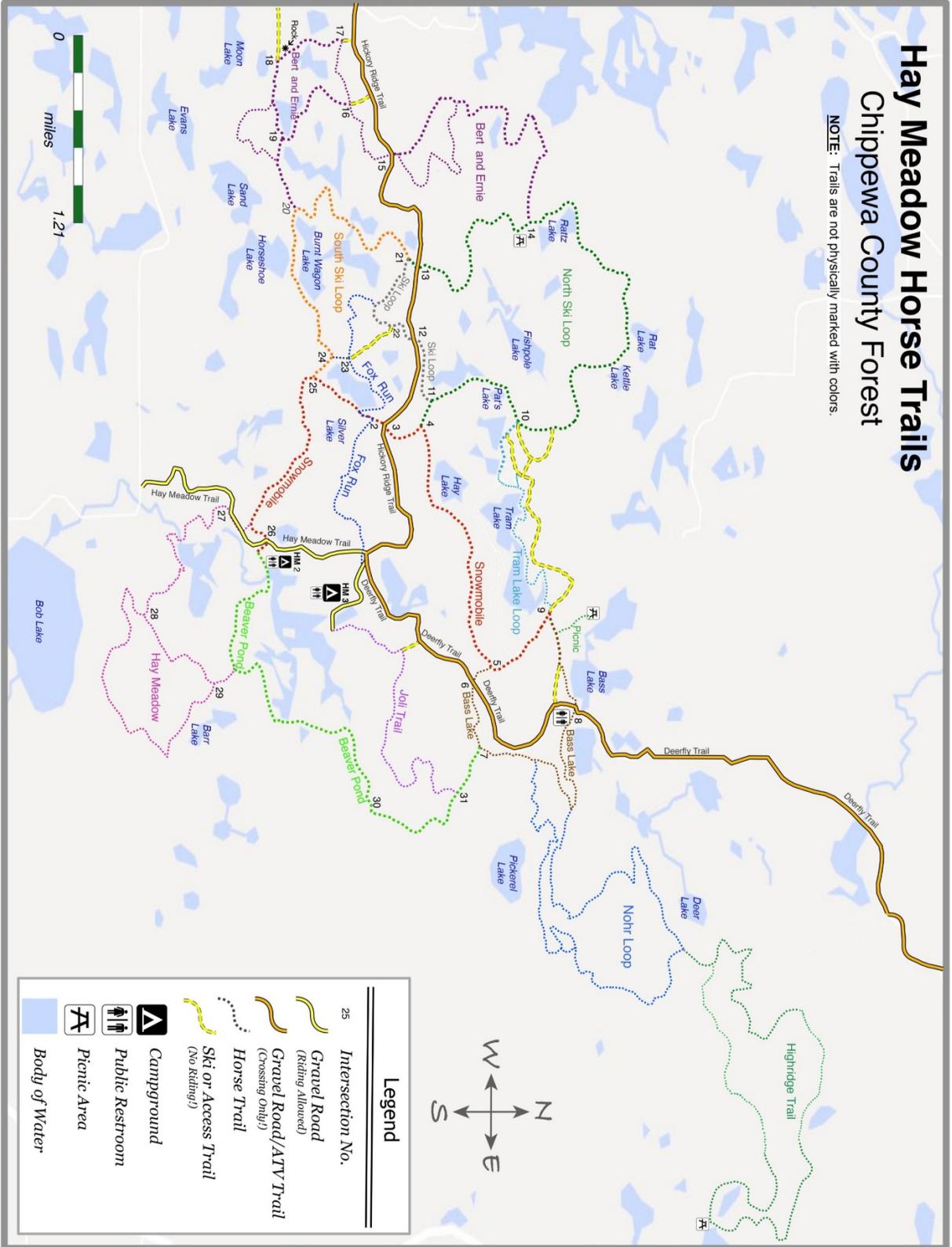
Prepared by Division of Forestry, July 1, 2020

WI, Department Of Natural Resources

1020.2 COUNTY FOREST ATV TRAILS



1020.3 Hay Meadow Horse Trails



1020.4 Hickory Ridge Cross Country Ski Trails

Hickory Ridge Ski Trail: Winter 2017-2018



BIKE TRAILS OF CHIPPEWA FALLS & CHIPPEWA COUNTY



DUNCAN CREEK TRAIL

Duncan Creek Trail, a 5-mile trail located in Chippewa Falls, connects to the state trail northwest of CTH 1 and can be accessed at different points along the trail.

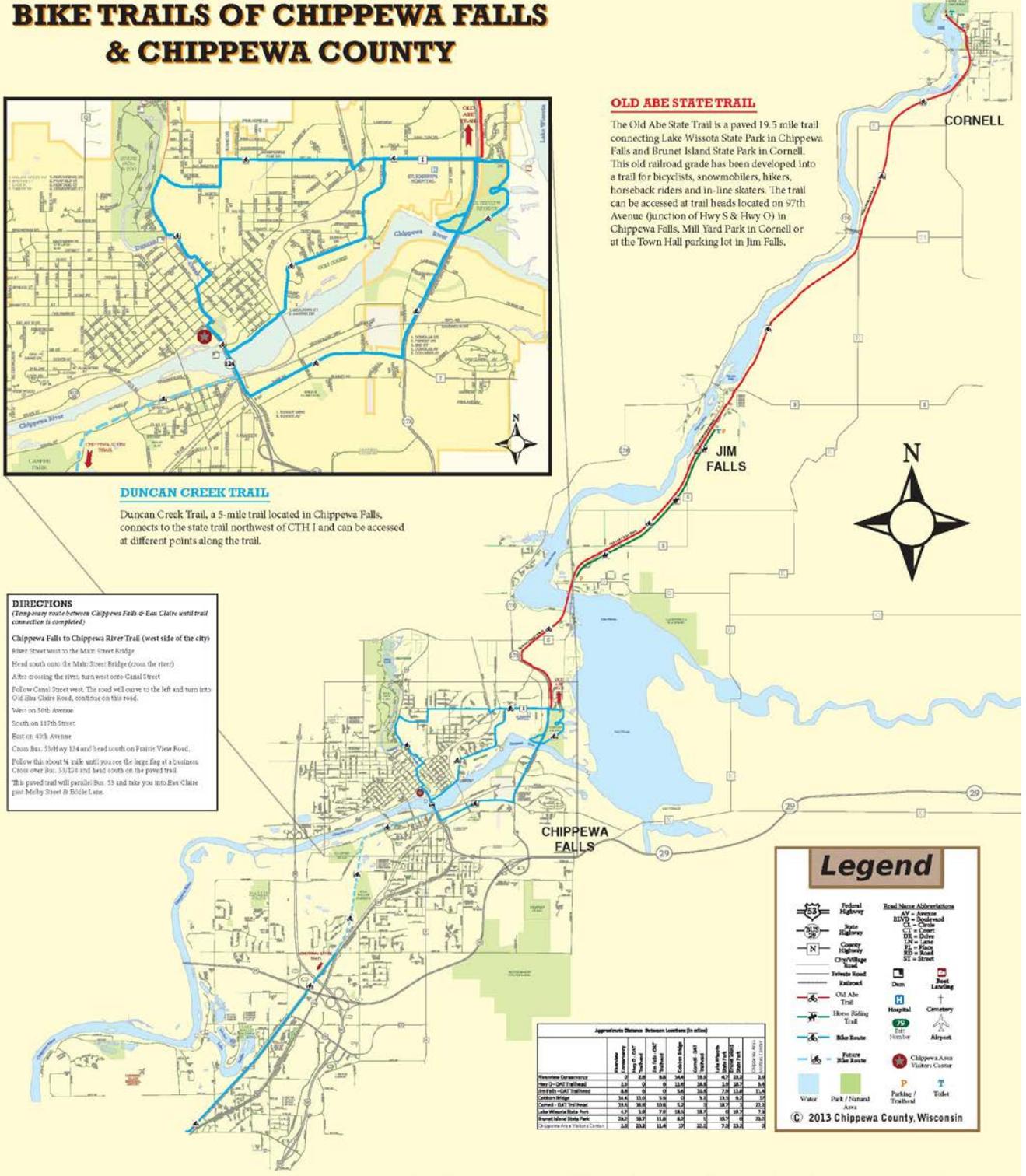
DIRECTIONS

(Temporary route between Chippewa Falls & Eau Claire until trail connection is completed)

Chippewa Falls to Chippewa River Trail (west side of the city)
 River Street west to the Main Street Bridge.
 Head south onto the Main Street Bridge (cross the river).
 After crossing the river, turn west onto Canal Street.
 Follow Canal Street west. The road will curve to the left and turn into Old Abe State Road, continue on this road.
 West on 50th Avenue.
 South on 117th Street.
 East on 49th Avenue.
 Cross Bus. 53 Hwy 124 and head south on Prairie View Road.
 Follow this about 1/2 mile until you see the large flag at a business.
 Cross over Bus. 53/124 and head south on the paved trail.
 This paved trail will parallel Bus. 53 and take you into Eau Claire just before Molly Street & 50th Lane.

OLD ABE STATE TRAIL

The Old Abe State Trail is a paved 19.5 mile trail connecting Lake Wissota State Park in Chippewa Falls and Brunet Island State Park in Cornell. This old railroad grade has been developed into a trail for bicyclists, snowmobilers, hikers, horseback riders and in-line skaters. The trail can be accessed at trail heads located on 97th Avenue (junction of Hwy S & Hwy O) in Chippewa Falls, Mill Yard Park in Cornell or at the Town Hall parking lot in Jim Falls.



Legend

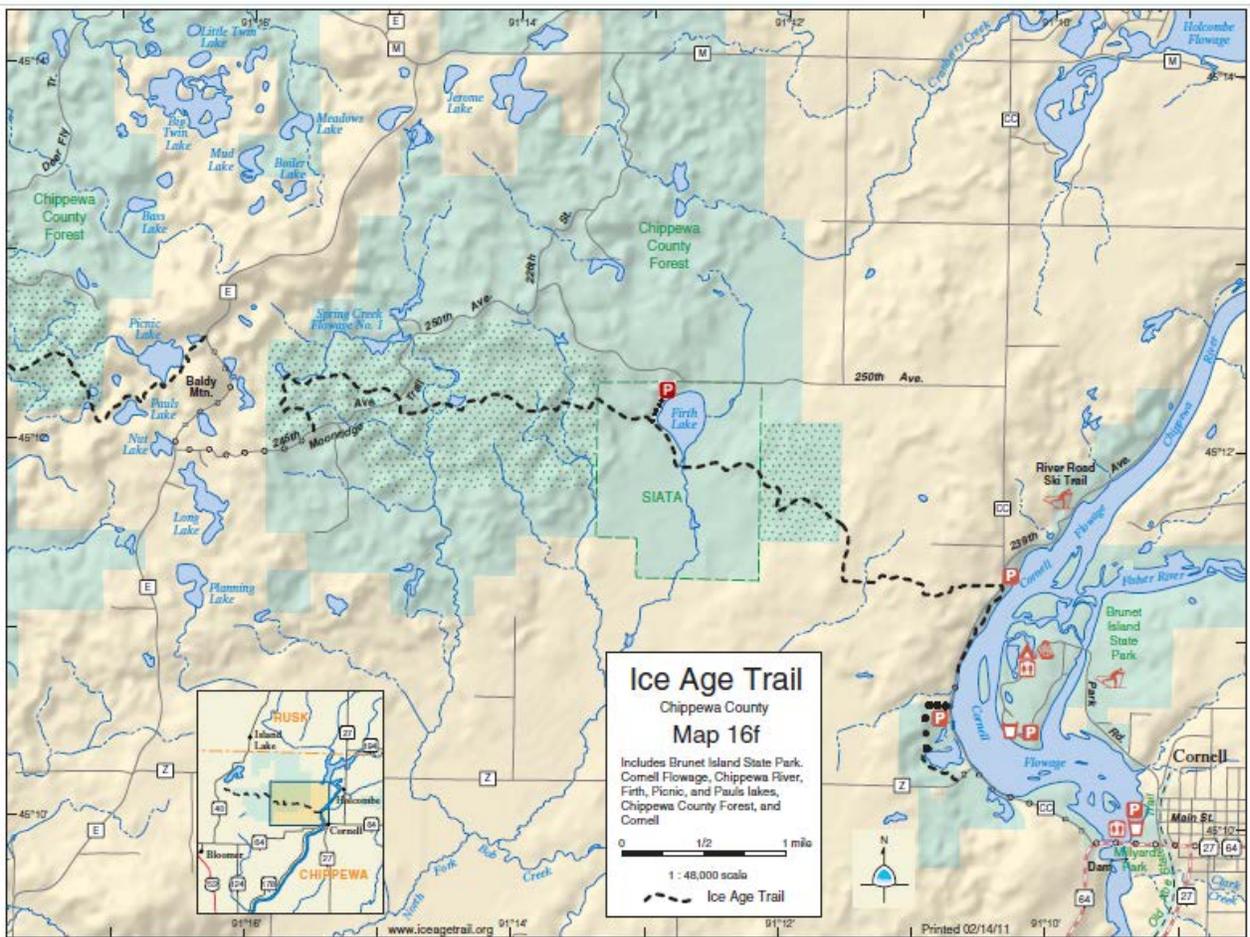
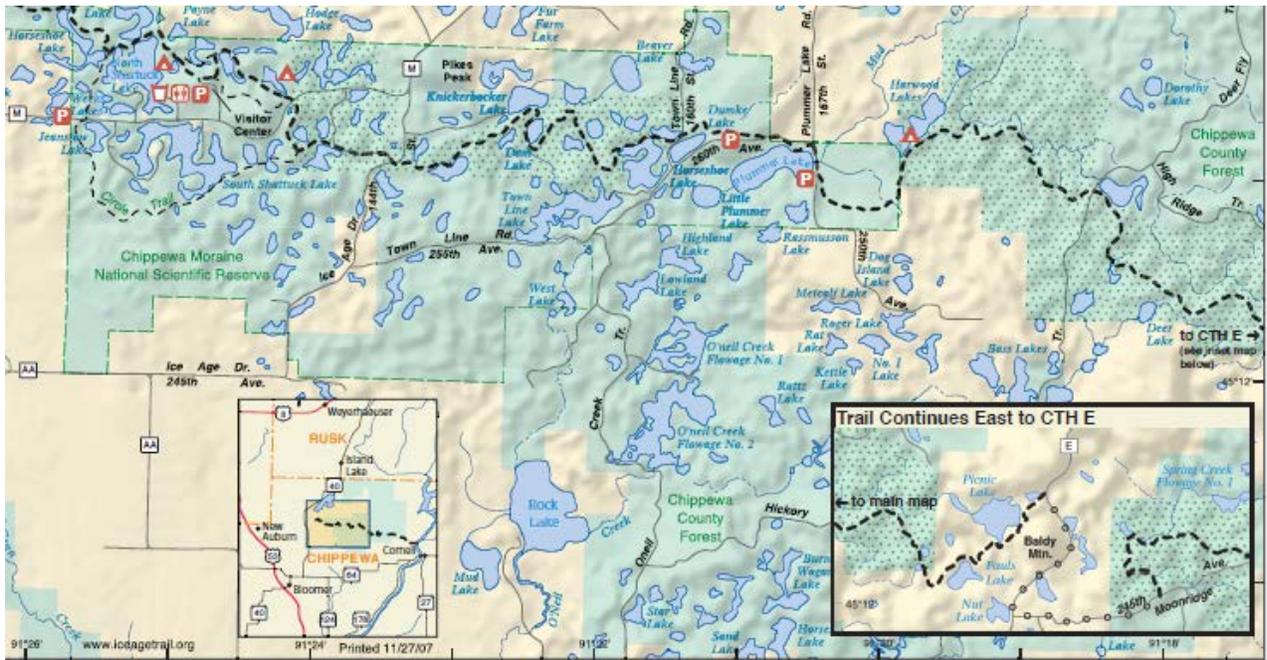
	Federal Highway		Interstate Road		Old Abe Trail		Future Bike Route
	State Highway		County Highway		Horse Riding Trail		Bike Route
	City/Village Road		Park / Natural Area		Snowmobile Trail		Chippewa Area Visitor Center
	Interstate Road		Water		Old Abe Trail		Parking / Trailhead
	Interstate Road		Park / Natural Area		Old Abe Trail		Toilet
	Interstate Road		Park / Natural Area		Old Abe Trail		Chippewa Area Visitor Center
	Interstate Road		Park / Natural Area		Old Abe Trail		Parking / Trailhead
	Interstate Road		Park / Natural Area		Old Abe Trail		Toilet
	Interstate Road		Park / Natural Area		Old Abe Trail		Chippewa Area Visitor Center
	Interstate Road		Park / Natural Area		Old Abe Trail		Parking / Trailhead
	Interstate Road		Park / Natural Area		Old Abe Trail		Toilet
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	Interstate Road		Park / Natural Area		Old Abe Trail		Chippewa Area Visitor Center
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	Interstate Road		Park / Natural Area		Old Abe Trail		Chippewa Area Visitor Center
	Interstate Road		Park / Natural Area		Old Abe Trail		Parking / Trailhead

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Approximate Distances Between Locations (in miles)

Origin	Destination	Distance
Chippewa Falls	Chippewa Falls	0.0
Chippewa Falls	Jim Falls	19.5
Chippewa Falls	Cornell	39.0
Jim Falls	Chippewa Falls	19.5
Jim Falls	Jim Falls	0.0
Jim Falls	Cornell	19.5
Cornell	Chippewa Falls	39.0
Cornell	Jim Falls	19.5
Cornell	Cornell	0.0

1020.8 Ice Age National Scenic Trail

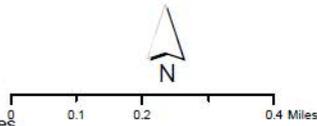


1020.9 River Road Cross Country Ski Trail



2.2 miles to Hwy 178 in Cornell

- Gates
- Ski Trail
- Harold Walters Memorial Forest (~ 270 acres)
- Route with most "gentle" topography (2.5 miles or 4.9 km out and back)

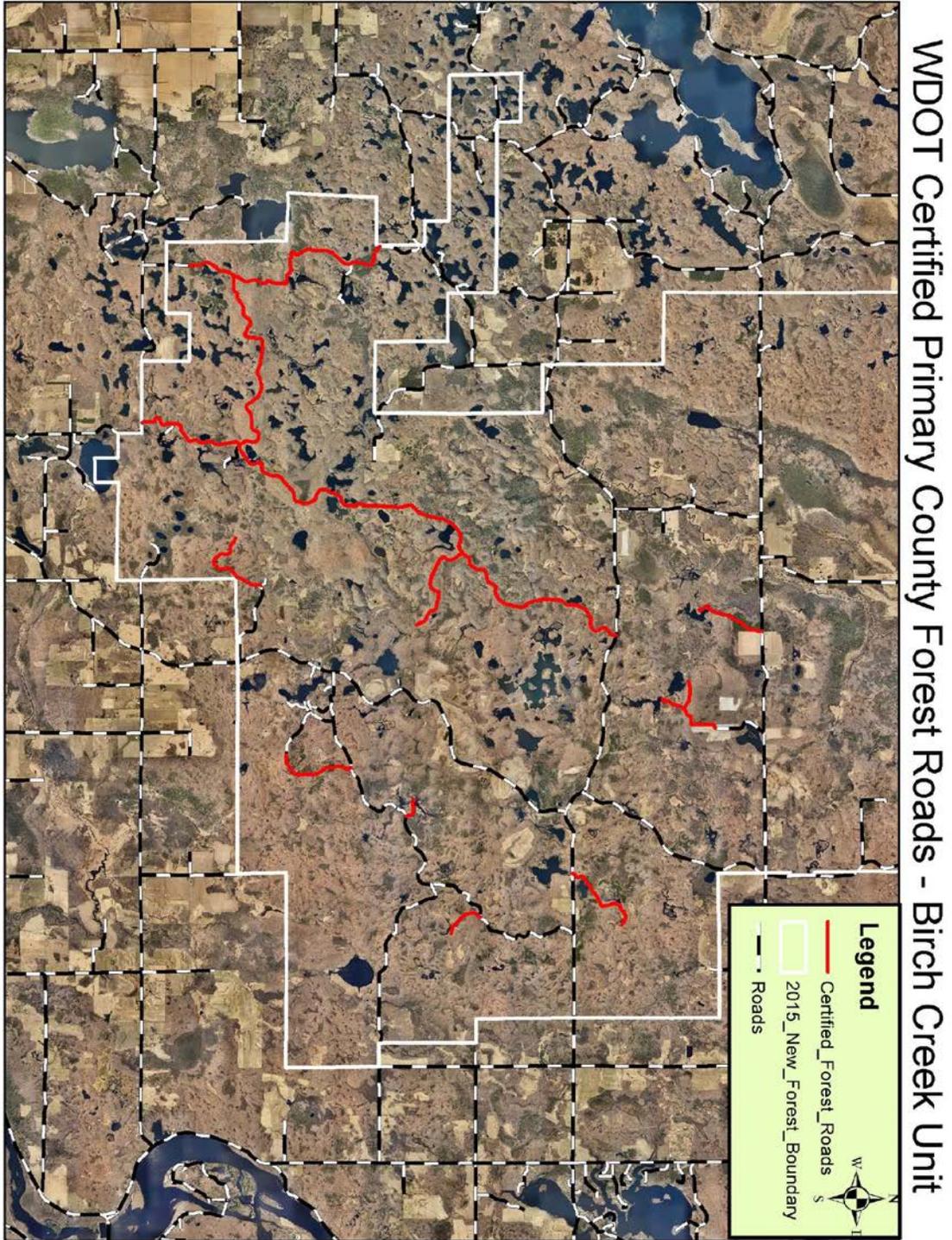


Forest & Trails Division
(715) 726-7921

	Distance in Feet	Distance in Miles	Distance in Kilometers
Parking Lot To Intersection 1 (east)	1875	0.4	0.6
Parking Lot To Intersection 1 (west)	2970	0.6	0.9
Intersection 1 to Intersection 2	200	0.0	0.1
Intersection 2 to Intersection 3	1080	0.2	0.3
Intersection 2 to Intersection 4	5200	1.0	1.6
Intersection 3 to Intersection 4	2300	0.4	0.7
Intersection 3 to Intersection 5	2120	0.4	0.6
Intersection 4 to Intersection 5	170	0.0	0.1
Intersection 5 to Intersection 6 (short-cut)	480	0.1	0.1
Intersection 5 to Intersection 6 (loop)	2090	0.4	0.6
Total	18485	3.5	5.6

1020.10 CERTIFIED COUNTY FOREST ROAD MAPS

1020.10.1 Certified County Forest Road Map – Birch Creek Unit



1020.10.2 Certified County Forest Road Map – Ruby Unit

