

COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
2021-2035
CHAPTER 1000
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REV: 03/22/2022

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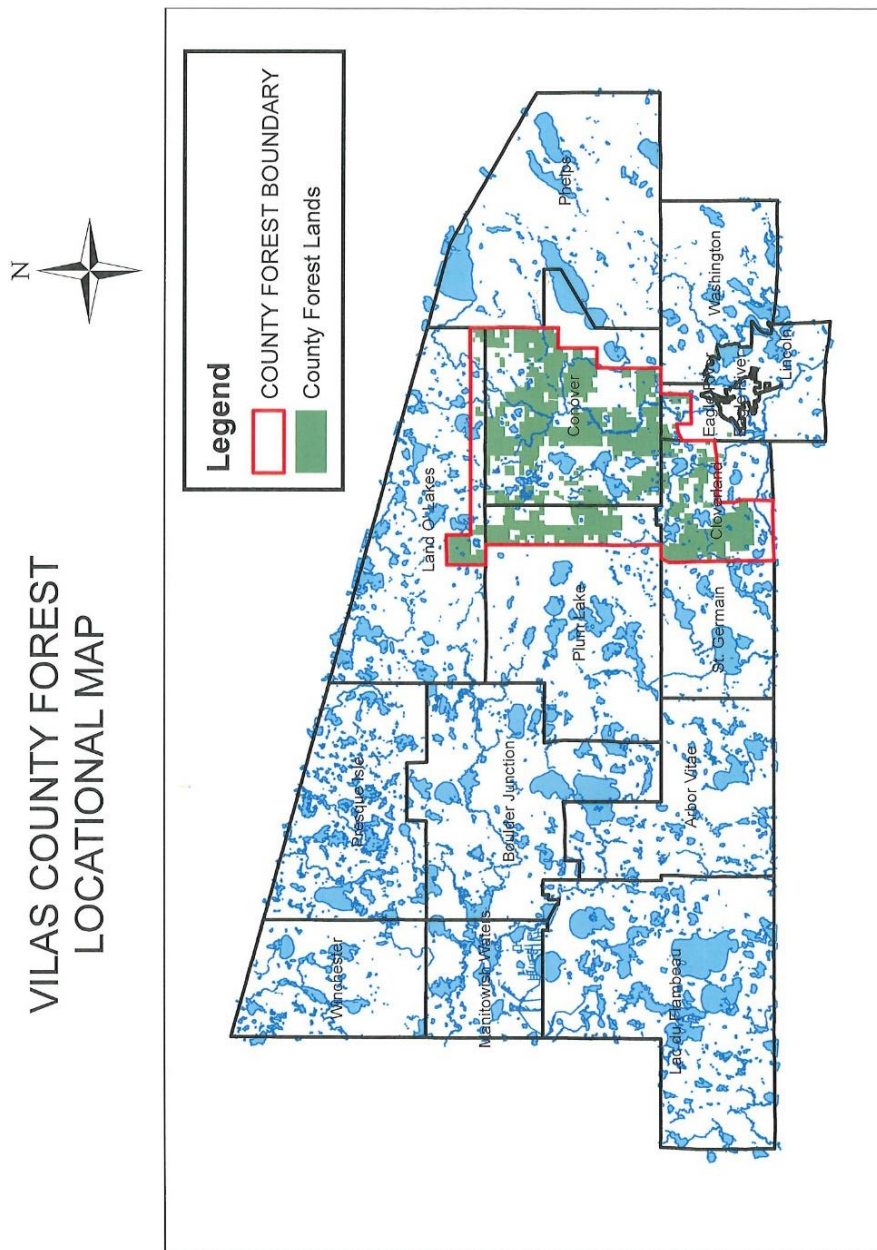
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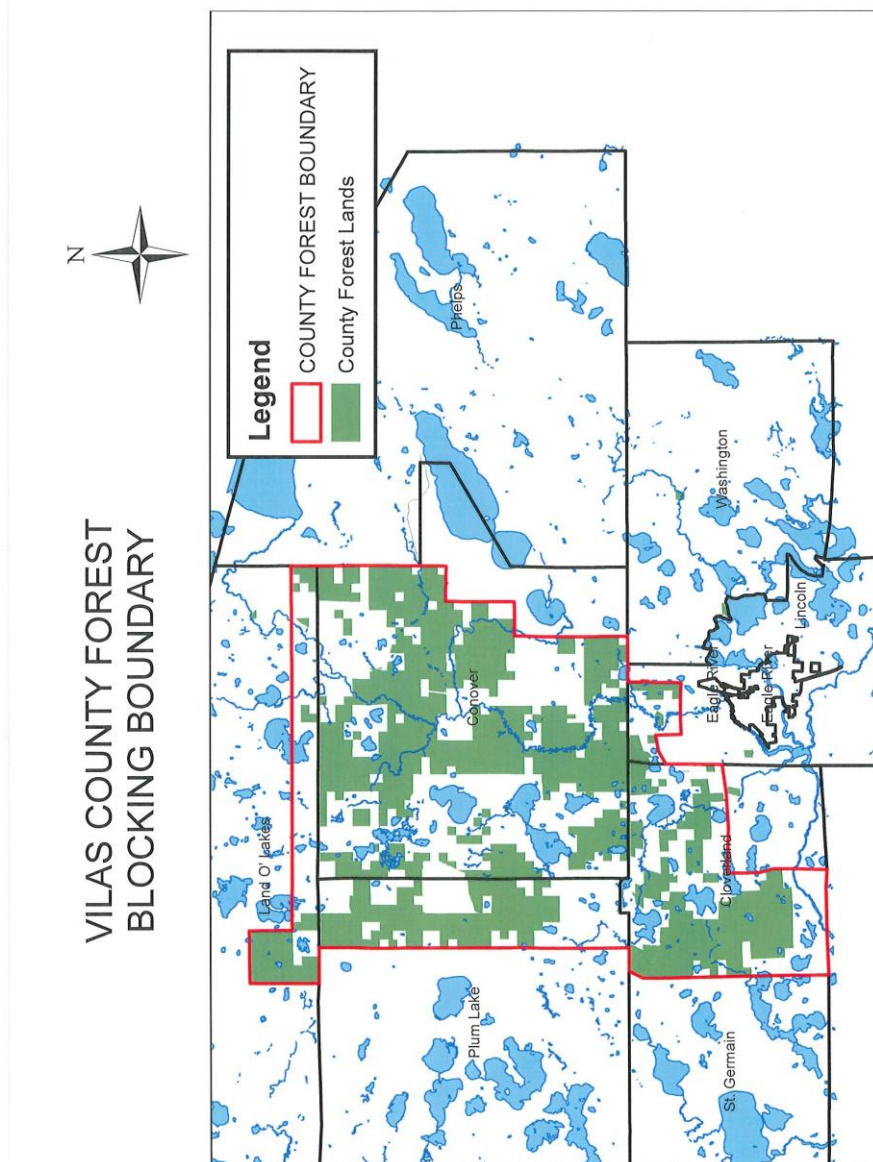
1000 RESOURCE MAPS & TABLES

1000.1 MAP OF COUNTY FOREST LOCATION



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1000.2 OFFICAL COUNTY FOREST BLOCKING BOUNDARY MAP

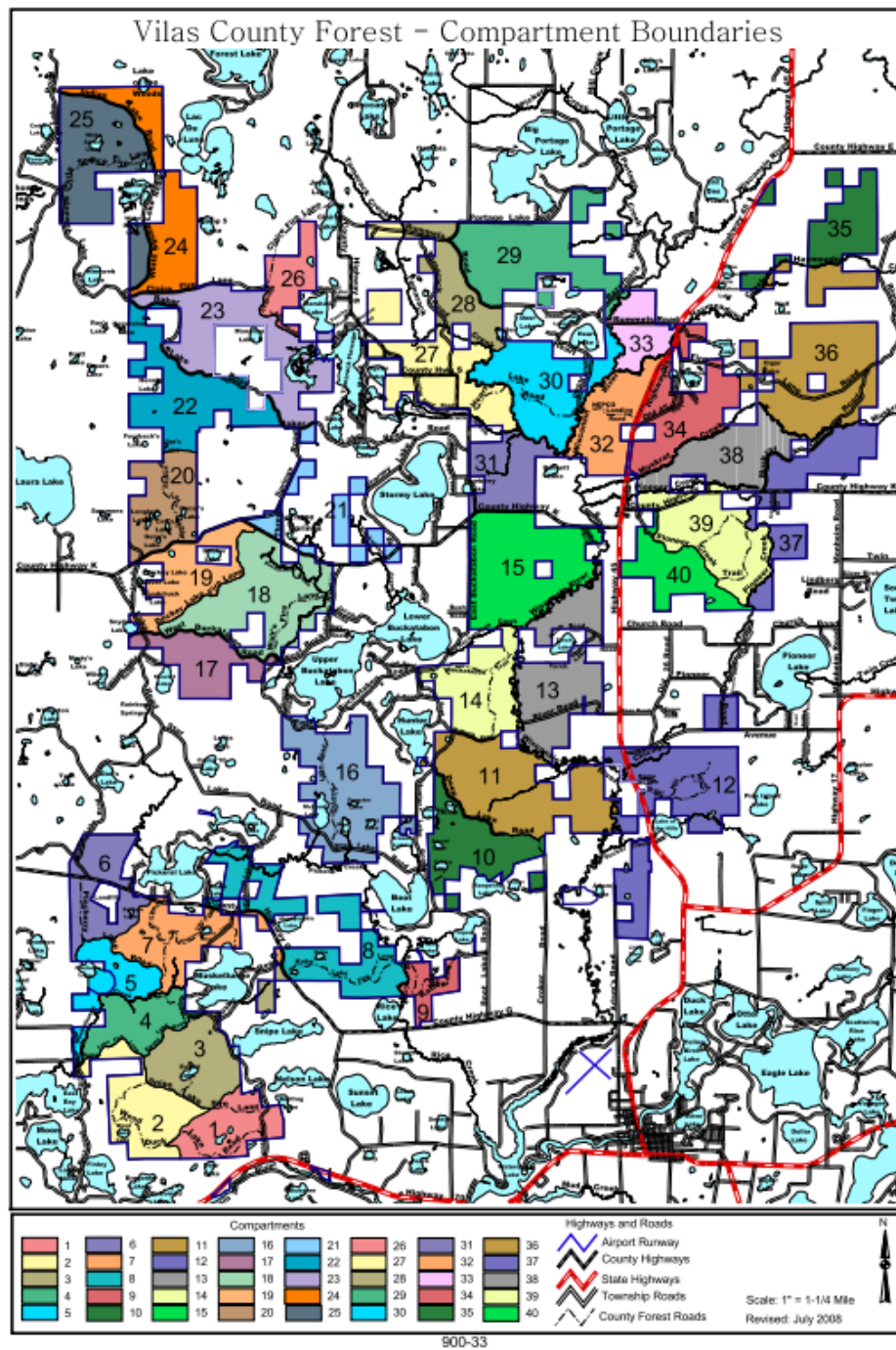


**1000.2.1 OFFICAL COUNTY FOREST BLOCKING BOUNDARY MAP – DETAILED
VERSION**

[Vilas Forestry Map Final new.pdf \(revize.com\)](#)

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1000.3 COMPARTMENT MAPS



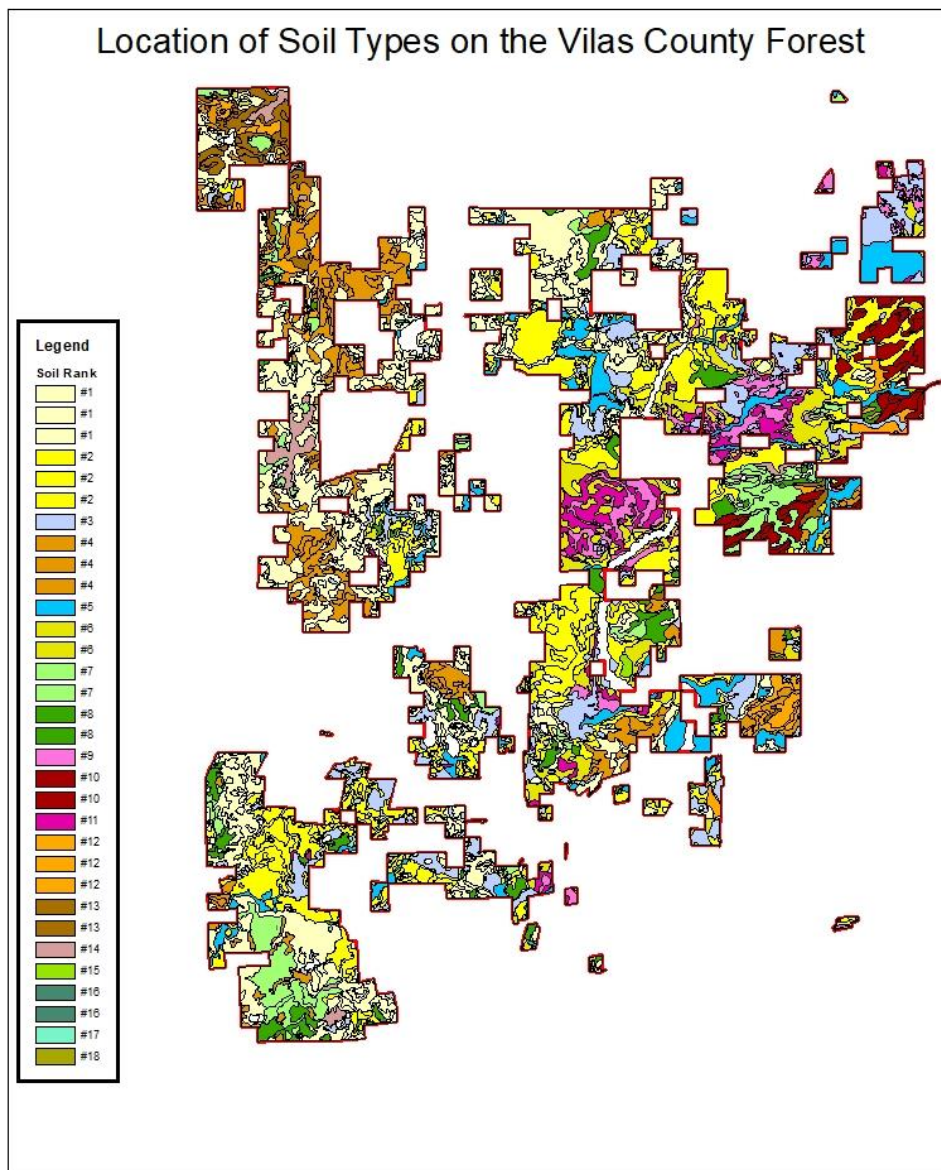
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1000.4: FOREST COVERTYPE MAP

[Vilas County, WI \(vilascountywi.gov\)](http://vilascountywi.gov)

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1000.5: SOIL TYPE MAP



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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.

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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

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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

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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).

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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

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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

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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

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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.

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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.

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28.11(11)(b) If the application is approved the county shall reimburse the state the amounts previously paid to the county pursuant to sub. (8) (b) which reimbursement shall be credited to the county forestry fund account; except that the department may waive all or part of such reimbursement if it finds that the lands are withdrawn for a higher public use or that the amount of such reimbursement is unreasonable when compared to the value of the land. If the department has waived any portion of such reimbursement and if at any subsequent time the land ceases to be used for the purpose designated in the application for withdrawal, the full amount of reimbursement due the forestry fund account on the lands withdrawn shall immediately become due and payable to the department and shall be credited to the forestry fund account, unless the department finds and determines that the lands will continue to be put to another higher public use in which case payments of such reimbursement may be deferred by the department so long as the lands are devoted to a higher public use. If payment is not made prior to the time of the next forestry aid payment to the county, forestry aid payments in an amount to be determined by the department shall be withheld until the amount due the forestry fund account is reimbursed.

28.11(12) ENFORCEMENT. If at any time it appears to the department that the lands are not being managed in accordance with this section it shall so advise the county forestry committee and the county clerk. If the condition persists the department may proceed against the persons responsible for such noncompliance under s. 30.03 (4).

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

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

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

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

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

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

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1005.2 COUNTY ORDINANCES

1005.2.1 County Forest, Recreation and Land Ordinance

Please utilize link for current Vilas County Forest, Recreation and Land Ordinance. Full Ordinance as of plan approval date is also below:

[VilasCountyWI | Documents-On-Demand](#)

**CHAPTER 16
FOREST, RECREATION AND LAND ORDINANCE
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16.01 Authority.

This chapter is enacted to prescribe rules and regulations for the administration of County powers and duties as provided in Chapters 26, 28, 29, 59, 75 and 77, Wis. Stats., under which the Vilas County Board is granted specific powers relative to the establishment, protection, development, and management of County Lands and 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 Department of Natural Resources. All references to Wisconsin Statutes shall include any amendment thereof.

The County Board of Supervisors of Vilas County do ordain as follows:

16.02 Definitions.

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As used in this chapter, the following terms mean:

- 1) **Agent.** The Vilas County Forest Administrator.
- 2) **Beach.** Any water area or adjacent land area designated as a swim area by standard regulatory markers.
- 3) **Boat Landing.** Any site adjacent to water that provides public access to navigable waters.
- 4) **Board.** Vilas County Board of Supervisors.
- 5) **Camp or Camping.** The use of a shelter such as a tent, trailer, motor vehicle, tarpaulin, bed roll, or sleeping bag for temporary residence or sleeping purposes.
- 6) **CAMPSITE.** A segment of a campground or camping area which is designated for camping use by a camping unit or camping party.
- 7) **CAMPING UNIT.** A single shelter, except sleeping bags and hammocks, used for a camp by a camping party, except those used exclusively for dining purposes.
- 8) **CAMPING PARTY.** Any individual, family, or individual group occupying a campsite.
- 9) **COMMITTEE.** The Vilas County Forestry, Recreation and Land Committee.
- 10) **COUNTY FOREST LAND.** County land or lands includes all lands previously and subsequently acquired under supervision of the Forestry, Recreation and Land Committee and those lands under land use agreements with the County including Federal, State, Town and private lands that provide forest, wildlife or recreational benefit.
- 11) **COUNTY PROPERTY.** County property includes trees, shrubs, plants and other natural growth, sand and gravel, rocks, archaeological or geological features, gates, signs, walls, tables, piers, and structures.
- 12) **DEPARTMENT.** The Vilas County Forestry, Recreation and Land Department.
- 13) **PERSONNEL.** Includes all individuals involved with the implementation of the Vilas County Forest 15-Year Comprehensive Land Use Plan and under the direction of the Forestry, Recreation and Land Committee and Forest Administrator.
- 14) **PICNIC AREA.** Any tract of land developed and maintained for picnicking, including adjacent recreational areas.
- 15) **PLAN.** The Vilas County Forest 15-Year Comprehensive Land Use Plan and all other documents referenced therein.
- 16) **SIGNS.**
 - a) *Guide Signs.* Signs used to direct a forest user or trail rider to a destination or trailside business on the trail.
 - b) *Informational Signs.* Signs used to furnish information to the forest user or trail rider about trails, facilities, or road crossings.
 - c) *You are Here Signs.* Signs used to help a forest user or trail rider find his or her location by providing a trail map with the location pointed out by the phrase "You are Here".
 - d) *Regulatory Signs.* Signs used to define regulations on the forest or a trail.
- 17) **RECREATIONAL LANDS.** All lands and water heretofore and hereafter acquired, leased, controlled or operated under authority of the Committee and designated for recreational use in the 15-year Comprehensive Land Use Plan.
- 18) **RECREATIONAL FACILITIES.** All areas that have buildings, equipment, or improvements that are

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controlled, operated, and maintained on land designated by the Committee. The following recreational sites are included in the 15 Year Comprehensive Land Use Plan and shall be shown on an official County map or listing at the Forestry Office located at 2112 N. Railroad Street, Eagle River, Wisconsin 54521:

Boot Lake Access Area
Dr. Oldfield Park Area
Eagle Lake Park Area
Forrest Street River Lot Park Area
Hunter Lake Park Area
Lake of The Hills Lake Access Area
McLeod Lake Park Area
Pickerel Creek Access Area
River Road River Access Area
Snipe Lake Access Area
Muskellunge Lake Access Area
Upper Buckatabon Lake Access Area
Tamarack Flowage Access Area
Range Line Lake Park Area
Tellefson Lake Park Area
Deep Lake Access Area
Mud Minnow Lake Fishing Pier Area
Wood Duck Lake Fishing Pier Area
Ewald Lake Fishing Pier Area
Rummels Road River Access Area and Campsite Area
Tamarack Springs Park and Campground Area
Torch Lake Park and Campground Area
Buckatabon Creek River Access Area
Snyder Lake Access Area
Rice Lake Access Area
Lac Vieux Desert Park Area
Vilas County Shooting Range Area
Vilas County Fairgrounds and River Park Area
Oldenburg Sports Park Area
Equestrian Campground and Trailhead- River Road
Radio Controlled Flyers Park Area
OHM Trailhead Area
Cranberry Island Park Area

16.03 Committee Appointment.

The Vilas County Board hereby assigns oversight and policy making jurisdiction of the County Forestry, Recreation and Land Department to the Committee of this Board known as the Forestry, Recreation and Land Committee.

16.04 Powers and Duties of the Committee.

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(1) **POLICIES.** The Vilas County Forest 15-Year Comprehensive Land Use Plan and all documents referenced therein shall serve as policy for the operation of the department.

(2) **LANDS AND FACILITIES.** Management and regulatory control of all lands and facilities designated in this chapter or not specifically designated to another committee of the Board of Supervisors are delegated to the Committee.

(3) **SCOPE.** The provisions of this ordinance shall apply to all lands, structures, and property owned, leased, controlled or administered by Vilas County as determined in Chapter 16.04(2) of this chapter. All such lands shall be shown on an official map or listing at the Forestry Department located at 2112 N. Railroad St., Eagle River, Wisconsin, and in accordance with the records of the office of the Register of Deeds.

(4) **COUNTY FOREST LANDS.** The Vilas County Forest shall include all lands now held or hereafter acquired for forestry or special use purposes and entered under the provisions of Section 28.11 of the Wisconsin Statutes.

(5) **COUNTY RESERVED AND OTHER COUNTY LANDS.** Includes all lands administered under the jurisdiction of the Committee and not specified in §16.04(4) of this chapter.

(6) **ANNUAL OPERATIONS.** The Committee shall approve an Annual Work Plan and Budget prepared by the Administrator for the Department operations for each ensuing year. The Committee shall submit the work plan and budget to the County Board whose approval shall establish the limits as well as purpose for which expenditures may be made.

(7) **PERSONNEL.** The Committee shall oversee and create policy for the County Forestry, Recreation and Land Department subject to approval of the County Board. Vilas County shall employ a County Forest Administrator meeting training and experience requirements of chapter 28.11 of Wisconsin Statutes as its agent regarding forest land assets, a Parks and Recreation Supervisor, a Recreation Patrol Officer and other competent personnel as the Board may authorize to direct, perform, and enforce the administration and management functions of this chapter.

(8) **HEADQUARTERS.** The Committee shall establish and maintain forest headquarters for office space and the housing of machinery, tools, equipment and supplies needed in conducting Forestry, Recreation and Land operations.

(9) **EQUIPMENT AND SUPPLIES.** The Committee may purchase, sell, trade, or dispose of equipment and supplies required for the operations of its Department in accordance with applicable Vilas County Board Standing Rules & Committee Duties.

(10) **LAND ACQUISITION.** The Committee or its agent may negotiate for the acquisition of lands and easements within the County Forest boundary by purchase, gift, bequest, or by exchange of County-owned lands outside the boundary for the purpose of blocking the forest for improvement of forest administration or for recreational purposes. Each such proposed acquisition must be presented to the County Board for its approval.

(11) **ENTRY OF LANDS.** The Committee may make application for entry under the County Forest Law as lands are acquired within the County Forest boundary.

(12) **PROTECTION.** The Committee shall do all things necessary for the protection of the forest, whether from fire, insects, disease, trespass, or from damage by animals or from other natural or human causes, in cooperation with law enforcement, the Department of Natural Resources and

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through regular maintenance and updates of the Chapter.

(13) **SURVEYS.** The Committee shall oversee the activities of the County Surveyor in locating survey lines and appropriate monument corners of County Forest Lands and Reserve Lands.

(14) **ROADS.** The Committee may construct, improve, and maintain a system of forest roads, trails and firebreaks and purchase secure easements for access required to cross privately owned lands to improve access to County property.

(15) **FOREST IMPROVEMENT.** The Committee may conduct forest improvement work including reforestation, release cuttings, harvesting, thinning, pruning, and weeding by any method including manual, mechanical and chemical processes. These processes may include prescribed burning and/or spraying or dusting of chemicals by airplane and other methods which provide cost efficiency and are not prohibited by law.

(16) **FISH AND GAME.** The Committee shall coordinate and cooperate with the Department of Natural Resources on all matters relating to game and fish management. The Committee may also coordinate and cooperate with non-profit groups, and participate in grant programs to improve fish and game habitat on County lands.

(17) **SALE OF FOREST PRODUCTS.** The Committee may sell timber stumpage in accordance with the guidelines in the 15-Year Comprehensive Land Use Plan.

(18) **COOPERATION AND COORDINATION.** The Committee may enter into agreements with the U.S. Forest Service, Lakes States Forest Experiment Station, the University of Wisconsin, the Department of Natural Resources, School Districts or other groups as deemed appropriate for the use of County labor, materials, and equipment for conducting forest research, forest management, forest protection and recreational development and maintenance activities on County, Federal, State or School owned lands. The Committee will promote coordination of County land management plans with Federal and State Land management plans as allowed under Federal and State authorities and as required under Federal and State regulations.

(19) **SPECIAL USES.** The Committee may establish, construct and maintain recreation and interpretation facilities, boat landings, wild resource zones, aesthetic management zones, special use areas, and wildlife habitat. The Committee may complete special forest or recreation development work on school forests, community forests, and other public lands in Vilas County that provide public benefit.

(20) **PROSPECTING.** The Committee may enter into agreements to prospect for minerals upon County lands under its jurisdiction subject to the approval by the County Board and the Department of Natural Resources.

(21) **USE PERMITS.** The Committee may authorize special uses of the County-owned lands by written permit. Any such permit shall be revocable for cause by written notice. The Committee may establish and charge fees for special use permits.

(22) **SAND AND GRAVEL PITS.** The Committee may issue permits to a municipality within Vilas County and County Departments for removal of sand and gravel from lands under its jurisdiction. The municipality shall submit a reclamation plan with this request. The reclamation plan shall follow State of Wisconsin Statutes and must be approved by the Committee prior to issuing a permit. The removal of sand and gravel from County Forest Lands shall be for public use only and may require royalties

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paid to the Department for material removed.

(23) PLAN. The Committee shall cooperate with the Department of Natural Resources in the establishment and maintenance of the Vilas County 15 Year Comprehensive Land Use Plan. In addition, the Committee will cooperate in the determination of the allowable annual cut, an inventory of growing stock and an acreage assessment including establishment of compartments, and other necessary items for such plan. The 15 Year Comprehensive Land Use plan shall incorporate recreational uses and facilities on County lands as an active part of the plan.

16.05 Annual Report.

The Committee shall provide an annual report of department activities prepared by the Forest Administrator to the County Board. The report shall include statistics showing work accomplished and at what cost. Such reports shall be sufficient in detail so that performance of the Forestry Department may be measured.

16.06 Forest Finances.

(1) SEGREGATED LAND FUND 250

- a. ***SALE OF COUNTY FOREST LANDS.*** All proceeds from the sale or trade of County Forest Lands (see section 16.04(4) COUNTY FOREST LANDS) shall be credited to the Segregated Land Fund 250 and such fund shall be non-lapsing.
- b. ***10% OF TIMBER SALE PROCEEDS FOR LAND PURCHASE AND RECREATIONAL DEVELOPMENT.*** In addition, 10% of Timber Sale Revenues shall be set aside annually and placed into the Segregated Land Fund 250. The year-end balance of the Segregated Land Fund 250 is limited to an annual maximum amount of \$300,000.00. Proceeds over and above this cap shall be deposited in the General Fund, per County Board Resolution 2016-51.
 - i. Funds within the Segregated Land Fund 250 generated from sale of County Forest Lands shall have use limited to purchase of replacement County Forest Lands.
 - ii. Funds generated by deposit of 10% of timber sale revenue shall be utilized for purchase of additional County Forest Lands or establishment or refurbishment of recreational facilities or trails within the County Forest.
- c. ***SALE OF TAX DELINQUENT LAND.*** All proceeds from the sale of tax delinquent parcels are deposited into the General Fund, per County Board Resolution 2019-21.

(2) NON-LAPSING ACCOUNTS FOR RECREATIONAL IMPROVEMENT AND DEVELOPMENT. Non-lapsing accounts shall be retained and budgeted to develop new and/or improve existing recreational facilities as identified in the 15 Year Comprehensive Land Use Plan- Capital Improvements.

- a. ***GROUP AND USER DONATIONS.*** Proceeds generated from group or user donations at recreational facilities or trails shall be deposited into non-lapsing accounts and utilized to develop or improve facilities as identified in the 15-year Comprehensive Land

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Use Plan.

(3) GENERAL FUND.

- a. *TIMBER, PERMIT FEES, SALE OF MATERIALS.* All monies received from the sale of timber stumpage, cut forest products, fees, and access permits, user fees, sale of building materials, sale of surplus materials and equipment, fire or other damage collections or miscellaneous revenues received by the Forestry, Recreation and Land Committee will be deposited in the General Fund at the end of the year unless otherwise specified under Sec. 16.06 of the Chapter.
- b. *SEVERANCE ACCOUNTS.* All monies received from the sale of timber stumpage and cut forest products as provided under §28.11(9), Wis. Stats., and amendment thereof shall be distributed from the General Fund as required.

(4) STATE FUNDS. All allotments from state funds under §28.11(8)(b) State Forest Aid Fund, \$86.315 Road Aids, §92.14 Land Conservation Fund, §23.09(17m) Habitat Development Grant, §23.09(12) County Fish and Game Fund, §23.09(26) Snowmobile Aids, and §23.09(25) Motorcycle Aid Program, of the Wisconsin Statutes, shall be deposited in their respective funds and shall be non-lapsing, except that the County Forest Administrator's Grant shall be deposited into the State Forest Aid Account, and withdrawals shall be made quarterly or semi-annually by the County Clerk for the salary of the Forest Administrator.

16.07 Forest and Land Use Regulations.

1) DESIGNATION OF FOREST LANDS. All lands and facilities owned, leased, controlled, or operated by the Committee and not designated under Chapter 27, Wis. Stats., shall be considered forest lands and regulated by this chapter.

2) USE OF COUNTY OWNED LANDS AND FACILITIES IN PROMOTIONS OR ADVERTISING. No person or legal entity shall utilize County owned lands or facilities in promotions or advertising including but not limited to signage, printed distributions, photos, public announcements or other advertising unless such promotions or advertising includes reference to ownership and operation of lands and facilities by the Vilas County Forest, Recreation and Land Department and are reviewed and approved by the Committee prior to use. Committee prior to approval, may require donations, payments or modification of promotions or advertising to benefit County land management, facility development or promotion of County facilities.

3) FOREST PRODUCTS HARVEST (COMMERCIAL).

- a) *Timber Cutting.* No person shall complete commercial cutting, salvage cuttings, and cultural cuttings or harvest of any merchantable timber product on lands designated in this chapter without a written permit, or contract approved by the Committee.
- b) *Firewood and Special Products.* No person shall complete commercial harvesting of firewood or specialty products without a contract or written permit approved by the Committee.
- c) *Product Theft.* No person shall remove any plant, tree, parts of a tree, or other forest products from any County lands designated in this chapter except as authorized by the Committee or its agents by written permit, contract, or policy. Picking fruit, berries, nuts and mushrooms is permitted.

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4) MISCELLANEOUS FOREST PRODUCTS (NON-COMMERCIAL).

- a) *PERMIT REQUIRED.* No person shall gather firewood, Christmas trees, boughs and other miscellaneous forest products except fruits, seeds, or berries for personal use without a written permit approved by the Committee. Specific additional products will need approval by the Committee before a permit could be issued.
- b) *TREATY RIGHTS.* Any treaty rights participant as covered in decision dated 19 March 1991, in case number 74-C-313-C, the Honorable Barbara B. Crabb, District Judge for the Federal District Court for the Western District of Wisconsin, interested in gathering firewood, tree bark, maple sap, lodge poles, bows, marsh hay, or other miscellaneous forest products (except fruits, seeds, or berries not enumerated in County Ordinances), from County-owned land shall obtain a County Gathering Permit from the County Forestry Department prior to the exercise of said gathering rights. Any treaty rights participant gathering miscellaneous forest products without first obtaining a gathering permit shall be subject to all existing penalties provided for in County Ordinances, including trespass and timber theft charges.
 - i) *Application and Processing.* The County Forest Administrator shall prepare an appropriate application requesting pertinent information from all treaty rights participants who seek to gather miscellaneous forest products on County Forest Lands. Said application shall be available upon request. Those treaty rights participants who seek to gather miscellaneous forest products shall provide proper identification and present a valid tribal membership card upon submission of an application with the County. Upon receipt of an application, the County shall respond to the gathering permit request no later than fourteen (14) days after receipt of said application. Said response shall either grant or deny the request. Should the request be denied, the reasons for said denial shall be set forth in the response of the County, including the basis for said denial with specific reference to the limitations set forth in 16.07(4)b). iii.) below. Any application which is incomplete or incorrectly prepared shall be returned within said fourteen (14) days to the applicant with specific directions as to which portion or portions of said applications are defective.
 - ii) *Rights Granted by Said Permit.* The gathering permit shall indicate the location of the material to be gathered, the volume of the material to be gathered, and any additional conditions on the gathering of the material necessary for conservation of timber or miscellaneous forest products on County land, or for public health and safety.
 - iii) *Denial of Gathering Permit.* The County may not deny a request to gather miscellaneous forest products under Treaty Rights on County property under the terms of this Ordinance unless:
 - (1) The gathering is inconsistent with the forest management plan for said property;
 - (2) The gathering will conflict with pre-existing rights of a permittee or other person possessing an approval to conduct an activity on the property, including a contractor of the County; or otherwise inconsistent with conservation or public health or safety.

5) DAMAGE TO COUNTY PROPERTY.

- a) *Destruction.* No person shall disturb, vandalize, damage, deface, remove or destroy any trees, shrubs, plants, other natural growth, sand or gravel; carve on any rocks, archaeological or geological features, signs, walls, tables or structures; drive nails into trees; or remove, injure, or deface in any manner any structures including buildings, signs, gates, fences, tables, or other County property. The picking of fruits, berries, nuts, and mushrooms is permitted. Damage to trees and cutting of shooting lanes resulting from hunting activity shall be part of this subsection.

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- b) *Entry.* No person shall enter or access any building, installation, area, or trail that is locked or closed to public use or contrary to public or posted notice without a written permit from the Committee.
- c) *Tampering.* No person shall tamper with any sign, gate, lock, equipment, building, installation, water control structure, device, dam or culvert, a swimming boundary buoy or marker on any lands or waters adjacent to lands under control of the Committee.
- 6) **SPECIAL USE PERMITS.** Special use of specific areas of County lands shall be authorized only by written permit issued by the Committee. No individual, organization or business may utilize County property as the base or sole property for events or as any part of commercial operations without first obtaining a special use permit.
 - a) *Non-Profit or Municipal Use-* Recreational use of specific areas of County-owned lands as the base or sole property for events by non-profit incorporated organizations or municipal entities, including ski clubs, snowmobile clubs, ATV/UTV clubs, Off-Highway Motorcycle clubs, Equestrian clubs, Towns and other organizations require a written permit issued and approved by the Committee. Permits may require insurance binders as determined appropriate by the Committee.
 - b) *Reserved Areas-* Private individuals and non-profit organizations may receive special use permits as part of fee reservation systems for pavilion and park areas as approved by the Committee.
 - c) *Commercial Use-* Use of County facilities or property for monetary gain by businesses require a special use permit. Permits may require fees and insurance binders as determined appropriate by the Committee.
- 7) **REFUSE.**
 - a) No person shall leave or dump any litter, rubbish, debris, dirt, stone, stumps, yard waste or other materials on any County-owned lands.
 - b) Waste receptacles at recreational facilities are for waste deposition by the department or those utilizing the facility under a permit, no person shall utilize waste receptacles on County owned property for deposition of personal waste.
- 8) **FIRES.** No person shall start, tend, or maintain any fire on the ground, or burn any refuse, trash, slash or litter except burning of clean dry firewood or charcoal in fire rings or grills established in developed recreational areas. No person shall leave any fire unattended, or throw away any matches, cigarettes, cigars, or pipe ashes or any embers without first extinguishing them. No person shall start, tend, or use in any manner any fire contrary to posted notice on any lands or property under the management, supervision, and control of the Committee. Prescribed fire may be authorized by the Committee for meeting purposes of the department.
- 9) **EXPLORING OR PROSPECTING.** No person shall explore or prospect for minerals or materials on County-owned lands without a written permit from the Committee and approved by the County Board. Prospecting shall include the use of metal detecting equipment.
- 10) **HUNTING STANDS AND BLINDS.** No person shall erect, occupy, or use other than a commercially available, factory manufactured portable tree stand, ground blind or elevated platform for hunting purposes and only during the period from September 1st through January 15th and for no more than eleven (11) consecutive days. Climbing devices to access the portable stand or elevated platform shall be of the ladder type or steps that are attached to the tree with binding straps or chains. Climbing stands that do not damage the tree will be permissible. Penetration of any part of the tree by the combination of stand, platform or climbing device is strictly prohibited. Each licensed hunter shall be limited to one portable tree stand, ground blind, or platform that complies with this Section. Portable tree stands, ground blinds, and elevated platforms must have the owner's name, address and

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telephone number permanently attached to the climbing device, or ground blind at four (4) feet above ground level. Portable tree stands, ground blinds, and elevated platforms found in violation of this Section will be removed by the County. Persons found in violation of this ordinance shall be subject to citation and a forfeiture. Commercially available portable ground blinds may be utilized with the same restrictions as above. Ground blinds may also be constructed only of natural materials (e.g., no manufactured or processed materials, including sawn lumber). Cutting of shooting lanes is not allowed. No nails, screws or metal objects may be placed into any tree. No damage may occur to trees. Damage to trees and cutting of shooting lanes shall be a violation of 16.07 5(a) of the Chapter.

11) FOREST ACCESS. No person shall block or restrict access to any trail, road, parking area, or recreational facility, or intentionally interfere with lands and facilities under the management and regulatory control of the Committee. This restriction is also enforceable on private roadways authorized through an access permit. Access closure by the department is exempt from this subsection.

12) PETS.

a) *Within Developed Recreational Areas.*

- i) *Pet Restricted Areas.* No person shall allow his/her dog, cat or other pet to be in any building or upon any swimming beach, picnic area, or playground. These restricted areas shall include:

Dr. Oldfield Park Area
Eagle Lake Park Area
Forest Street River Lot Park Area
Hunter Lake Park Area
Snipe Lake Access and Park Area
Range Line Lake Park Area
Torch Lake Park
Vilas County Shooting Range Area
Oldenburg Sports Park Area
Lac Vieux Desert Park Area
Other Areas Posted by the Committee

Nothing in this section shall prohibit the use of service animals. Service animals shall be identified as such and shall be controlled with a leash not more than 8 feet long and under the control of the owner at all times. Service pet owner shall immediately retrieve and dispose of all animal waste to maintain sanitary conditions.

- i) *Leash Required Areas.* Within all developed recreational areas, campgrounds and established trails that are not restricted, no person shall possess dogs, cats, and other pets unless the pet is on a leash not more than 8 feet long and under the control of the owner at all times. No person shall fail to prevent his/her dog, cat or other pet from interfering in any manner with the enjoyment of the area by others. Nothing in this section shall prohibit the use of service animals. Pet owner shall immediately retrieve and dispose of all animal waste to maintain sanitary conditions.

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- b) *Within Extensive Use Forest Areas.* Dogs, Cats and other pets may run without a leash while still under the control of the owner at all times. No person shall fail to prevent his/her dog, cat or other pet from interfering in any manner with the enjoyment of the area by others. Nothing in this section shall prohibit the use of service animals.

13) SIGNAGE, PEDDLING AND SOLICITING. No person shall peddle or solicit business of any nature whatsoever or distribute handbills or other advertising matter, post unauthorized signs or decorative matter on any lands, structure, or property under the management, supervision, or control of the Committee, or use such lands, structures, or property as a base of commercial operations for soliciting or conducting business, peddling, or providing services within or outside of such lands, structures, or property, with the exception that 'Guide Signs', 'Informational Signs', and 'You are Here Signs' as defined in this chapter and in conformance with §350.13 Wis. Stats., and §23.33, Wis. Stats., Wisconsin Department of Natural Resource Administrative Code Chapters NR 50 and Chapter NR64, and the WDNR 'Trail Signing Handbook' [PUB-CF- 023 2012] may be placed on County Forest Lands with written approval. Design and location of said signs must be approved by the Committee or its agent prior to placement on County Forest Lands. Informational signs approved by committee shall have standard colors of white lettering with brown background and may include the county logo with identification of the "Forestry, Recreation and Land Department".

14) VEHICLES AND VEHICULAR TRAFFIC.

- a) *Damage by Vehicle.* No person shall operate a vehicle for recreational use or other purpose in or on any property administered by the Committee in such a manner as to cause intentional soil displacement, soil erosion, soil or water pollution or other environmental damage as determined by the Department.
- b) *Abandoned Vehicles.* As used in this section, vehicle means any motor vehicle, boat, ATV, UTV, motorcycle, snowmobile, trailer, semi-trailer, mobile home, or any other vehicle as determined abandoned. No person shall leave any vehicle unattended without prior Committee authority for more than 48 hours under such circumstances as to cause the vehicle to reasonably appear to have been abandoned. An abandoned vehicle shall constitute a public nuisance and may be removed from County property by the department.
- c) *Speed.* No person shall operate any vehicle at a speed in excess of 15 miles per hour in any developed recreational facility or contrary to official traffic signs on any road or recreational trail. No person shall operate any vehicle on County forest roads without posted speed limits at speeds exceeding 35 miles per hour. No person shall operate any vehicle on any trail or road at unreasonable speeds or speeds which create questionable safety for the operator, passengers or other users of the County lands.
- d) *Parking.* No person shall park, stop or leave standing, whether attended or unattended, any vehicle or watercraft, in any manner as to block, obstruct, or limit the use of any road, trail, waterway, or facility, or contrary to posted notice.
- e) *Licensed Motor Vehicles.* Use of licensed motor vehicles on County land is only authorized on roadways and trails not designated as closed by signs, gates (open or closed) or physical barriers. Cross country or use of motor vehicles on closed roads is a violation with exception of individuals with an approved permit as part of a special use or land use permit or with a valid

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Power-Driven Mobility Device permit including a specific machine and a specific area or other permits as approved by the Committee.

- f) *Off-Highway Motorcycles (OHM)*. Use of OHM that are not DOT licensed on County land is only authorized on trails or routes designated on the Vilas County OHM Trails Map and on approved access roads or trails which are appropriately signed as open to unlicensed OHM. Cross country or use of OHM that are not DOT licensed on roads or trails not posted as open is a violation with exception of individuals with an approved Power-Driven Mobility Device permit including a specific machine and a specific area or other permits as approved by the Committee. No person shall operate OHM in unauthorized areas.
- g) *All-Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)*. Use of ATV and UTV on County land is only authorized on trails or routes designated on the Vilas County ATV/UTV Trails Map and on approved access roads which are appropriately signed as open to ATV/UTV use. (need to post access roads in Torch Lake Campground). Cross country or use of ATV/UTV on roads not posted as open is a violation, with exception of individuals with an approved Power-Driven Mobility Device permit including a specific machine and a specific area or other permits as approved by the Committee.
- h) *Snowmobiles*. Use of Snowmobiles on County land is only authorized on trails or routes designated on the Vilas County Snowmobile Trails Map and on approved access roads which are appropriately signed as open to Snowmobiles. Cross country or use of Snowmobiles on roads not posted as open is a violation with exception of individuals with an approved Power-Driven Mobility Device permit including a specific machine and a specific area or other permits as approved by the Committee.
- i) *Watercraft*.
 - i) No person shall moor, anchor, or leave unattended any watercraft overnight in the waters of any recreation site or land under the management, supervision and control of the Committee.
 - ii) No person shall remain overnight in any watercraft in the waters of any recreation site under the management, supervision, and control of the Committee.
 - iii) No person shall operate a boat within any water area marked by buoys or other approved regulatory devices as a swimming beach, nor operate a watercraft in a restricted area contrary to regulatory notice marked on buoys or other approved regulatory devices.
 - iv) No person shall power-launch or power-load watercraft in any landing operated by Vilas County.
 - v) Official Use Exempt This subsection, in its entirety does not apply for emergency response, patrol watercraft or departmental watercraft.
- j) *Bicycles*. No person shall operate a bicycle in any area that is signed as restricted for bicycle use. Bicycle use is restricted on designated motorized trails on County property. Cross country use of bicycles or use on unapproved trails is a violation of the Chapter.
- k) *Animal Propelled Wheeled Wagons or Carts*. No person shall operate an animal propelled wheeled wagon in any area that is closed to vehicles as defined by barriers or signs, unless part of a permitted special use.

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15) CAMPING.

- a) *Permits Required.* All camping requires a permit approved by the Committee. No person shall camp at developed recreational sites or on lands under control and management of the Committee without a permit and the payment of the prescribed fees. No person shall obtain a camping permit for use by a camping party of which that person is not a member.
- b) *Fees Required.* No person shall camp at developed recreational sites or on lands under control and management of the Committee prior to the payment of the required permit fees. Camping fees must be paid and a permit obtained before setting up camp.
- c) *Occupancy of Reserved Sites.* Reservations are available in advance to stay at Torch Lake, Equestrian, and Tamarack Springs Campgrounds and all areas designated by the Committee. It is advisable to make reservations for any campsite. Visitors may register on-site for campsites that have not been reserved. People that register on-site must be aware that sites that have been reserved through the on-line system, will be required to vacate to allow timely occupancy by parties that have reserved the sites. No person shall occupy a campsite that has been properly reserved by another party.
- d) *Length of Stay.* Camping at developed campgrounds including Torch Lake, Equestrian, and Tamarack Springs and other sites defined by the Committee shall not exceed 10 consecutive days. Camping at remote campsites approved by the Committee shall not exceed 2 days. Camping at remote campsites adjacent to the Wisconsin River Water Trail shall not exceed 24 hours. All camping permits expire at 3:00 p.m. on the last day of the permit period. After the 10-day limit, the camping unit must be removed from the property for at least 2 days before being eligible to return.
- e) *Campsite Occupancy.* A campsite must be occupied by a camping unit on the first night of the permit period, and no campsite may be left unoccupied by the camping party for more than 48 hours. Any tent, equipment or motor vehicle not occupied for more than 48 hours may be removed by the Department at the owner's expense. No more than one recreational trailer, motor home, or two enclosed tents may occupy an individual campsite. No more than two licensed vehicles are allowed at any individual campsite. Parking of excess vehicles is not allowed on camping access roads or grass areas.
- f) *Dispersed Camping at Undeveloped Sites.* Camping in undeveloped areas of the County forest may be authorized by a permit. Permits will not be authorized within 1 mile of any developed recreational facility or park. Use of campground facilities or amenities as identified in 16.07 15. is not authorized under any dispersed camping permit. A permit must be obtained from the Forestry, Recreation and Land Office. Users are required to provide a detailed description of the location and pay fees prior to setting up camp or issuance of a permit. Sites approved must be accessible by employees utilizing a motor vehicle to provide for site inspections. Permits will include restrictions as identified in 14a., 14b., 14c., and 14e. above. Campers shall follow any restrictions or requirements as identified in the permit. Permits may be refused for inappropriate or restricted area site selection. The number of permitted sites will be limited to 2 sites per square mile at any one time unless part of an event as authorized by a Special Use Permit. All permitting for camping or permits at specific sites may be refused at any time due

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to excessive drought, high wildfire danger, forestry activity, incompatible uses, conflicts with the Chapter or other limitations as determined by appropriate by the department.

- g) *Camping Violations.* Any camper who has violated the terms of this chapter or the Wisconsin Statutes that are part of this chapter shall be subject to immediate ejection from the County-owned lands and may be subject to forfeiture for violations and possible damage recovery by court action.

16) USE OF CAMPGROUND FACILITIES AND AMMENITIES.

- a) *Use of shower and toilet facilities.* Use of campground showers or toilets are reserved for registered campers, their direct visitors during registered stays, and those that have purchased a use permit from the department. No person shall utilize shower or toilet facilities of a campground without registration or permit. Department employees are exempt during working hours.
- b) *Use of campground water and electrical systems.* Use of campground water and electrical systems are reserved for registered campers, their direct visitors during registered stays and those that have purchased a use permit from the department. No person shall utilize water and electrical systems of a campground without registration or permit. Department employees are exempt during working hours.
- c) *Use of campground dump stations or sewage systems.* Use of campground dump stations and sewage systems are reserved for registered campers during registered stays and those that have purchased a use permit from the department. The Torch Lake Campground provides for a pay tube to allow payment of fees at time of use of the dump station. No person shall utilize dump stations or sewage systems of a campground without registration, permit or prior to payment at payment tube.
- d) *Use of campground roadways and parking.* Use of campground roadways and parking are reserved for registered campers, their direct visitors during registered stays and those that have purchased a use permit and from the department. No person shall utilize roadways or parking areas of a campground without registration or permit. Department employees are exempt during working hours.
- e) *Use of campground amenities.* Use of campground amenities including, but not limited to, internet service, playgrounds, grills, fire pits and picnic tables are reserved for registered campers, their direct visitors during registered stays and those that have purchased a use permit from the department. No person shall utilize amenities of a campground without registration or permit. Department employees are exempt during working hours.

- 17) FIREWORKS.** No person shall possess, fire, discharge, explode or set off any explosives or pyrotechnic device containing powder or other combustible or explosive material on any land or within a recreation site under the management, supervision and control of the Committee or contrary to posted notice. Discharge and firing of explosives or pyrotechnic devices containing powder or other combustible or explosive material from neighboring lands which terminate on land under control of the Committee shall be considered a violation of the Chapter.

- 18) FIREARMS.** "Firearm" shall mean any rifle, pistol, shotgun, air gun or other device whose function is similar to that of a firearm.

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- a) *Within Designated Recreational Facilities* No person shall have in his possession or under his control any firearm or air-gun as defined in §939.22, Wis. Stats., or slingshot or spring-loaded device designed for shooting a projectile, unless the same is unloaded and enclosed in a carrying case, or any bow unless same is unstrung or enclosed in a case at any established recreational facility with the exception of established shooting ranges, or as otherwise allowed by Wis. Stat. §941.23.
- b) *Within Extensive Use Forest Areas* Firearm or bow possession and use is authorized for hunting and personal protection in all areas not designated as a recreational facility. Target shooting is prohibited on County lands except at an established County shooting range as designated by the Committee.
- c) *Within Defined Shooting Ranges.* No person shall discharge any firearm, air gun, or bow in any shooting range under management, supervision, and control of the Committee contrary to posted regulations. The following are the general rules at shooting ranges:
 - i) Whenever a person is down range for any reason, all individuals in the range shall cease firing and unload and break open the actions of their firearms. Firearms are not permitted down range from the shooting benches in the target access area. Loaded firearms are permitted only at the designated firing benches. Actions of firearms are to be in the open position until the shooter is ready to fire.
 - ii) All firearms are to be shot or fired only into the backstops. No targets are to be placed on the ground. Targets are to be placed only on target holders. No targets are to be placed on or on top of the backstops. All rifle and pistol shooting must impact the target holders and backstops.
 - iii) Targets. Only paper or cardboard targets may be used in the rifle and pistol shooting range. In the shotgun area only, clay-birds may be used for targets. It is unlawful to shoot at glass, plastic or metal targets. The use of explosive and incendiary targets or devices are strictly prohibited.
 - iv) Users of the range must remove all refuse (cans, plastic containers, paper, shotshell and cartridge casings, etc.) from the range when finished and must dispose of such refuse at an appropriate disposal site at their own cost.
 - v) Alcoholic beverages and containers are absolutely prohibited at the shooting range site and shall not be consumed on or brought to the premises. It shall be unlawful to discharge any firearm in the range while under the influence of alcohol or illegal drugs or be present at the range while under the influence of alcohol or illegal drugs as determined by a law enforcement officer. Under the influence of alcohol or illegal drugs means that the actor's ability to handle a firearm is materially impacted because of his or her consumption of an alcoholic beverage, of a controlled substance or controlled substance analog under Chapter 961 of the Wisconsin Statutes, of any combination of an alcoholic beverage, controlled substance and controlled substance analog, or of any other drug or of an alcoholic beverage and any other drug.
 - vi) Range Hours- The Range is open spring, summer, and fall during daylight hours within the period from 8:00 a.m. to 8:00 p.m. or sunset, whichever is first. The range will be

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temporarily closed for maintenance activity when posted at the highway gate. The range is closed during the winter season. Exception: the range is open from sunrise to sunset from the Saturday prior to the Wisconsin Gun Deer Season to (and including) the final day of the muzzleloader season. No activity is permitted on the berms or the backstops, including the mining of lead or copper.

- vii) Fully automatic weapons are prohibited on the Range. The use of armor piercing, tracer, or incendiary ammunition is prohibited. Any centerfire cartridge with a projectile larger than .50 cal. is prohibited, except shotgun shells containing a slug may be used at the rifle ranges.
- viii) It shall be unlawful to discharge any firearm in any area within the Range not specifically designated for such use.
- ix) No pets are allowed at the Range.
- x) Shooters under the age of 14 years must be accompanied by a parent, guardian, or an adult designated by the parent or guardian.

19) WILDLIFE TAKE- HUNTING, TRAPPING AND FISHING. Any wildlife take must follow state and federal regulations and rules, licensing, in addition to limitations placed in the Chapter. Outdoor recreation including hunting, fishing and trapping are uses required under §28.11; however, the County can restrict hunting, fishing, and trapping in areas where these uses create safety issues for other public uses.

a) **HUNTING AND TRAPPING-RESTRICTED AREAS.** No person shall take, catch, kill, hunt, trap, pursue or otherwise disturb any wild animals, bird or any other wildlife contrary to posted notice or in the following time frames and areas:

i) *Hunting and Trapping are restricted Year-round in all areas within 500 feet of:*

Eagle Lake Park
Hunter Lake Park
Vilas County Shooting Range
Highway G Landfill
Oldenburg Park
Dr. Oldfield Memorial Park
Vilas County Fairgrounds

ii) *Hunting and Trapping are restricted from April 1st- November 1st in all areas within 500 feet of:*

Torch Lake Campground and Park
Equestrian Campground
Tamarack Springs Campground

iii) Other areas under the management, supervision and control of the Committee and restricted by Committee action.

b) **BAITING AND FEEDING OF WILDLIFE.**

- i) No person shall utilize baiting or feeding of wildlife on County lands when state regulations do not allow such use or in periods from January 15th to August 31st of any year.
- ii) No person shall plant forage, grasses, shrubbery, or trees on County property to lure wildlife for any purpose.

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- c) *FISHING*. No person shall take, catch, kill, hunt, trap, pursue or otherwise disturb any fish contrary to posted notice or water areas marked by buoys or other approved regulatory devices as a swimming area. Restricted Swimming areas shall include:

Torch Lake Park

Eagle Lake Park

Hunter Lake Park

Other areas as marked with buoys by the Committee.

- 20) EQUINE USE AND EQUINE TRANSPORTATION**. Equine users shall retain all responsibility and liability for the safety of the public in relation to use or possession of equine animals on County property. No person shall ride a horse or other equine in any recreation facility, with the exception of the Equestrian Campground on River Road or boat landings and river access points for animal watering. Equine use may be authorized in other facilities for events and under approved permits. Use of wagons, carts or attachments to animals is limited to roadways open to motor vehicles. Equine use is allowed on all lands outside of posted facilities unless posted closed to equine use. Equine users shall retain all responsibility for potential of equine disturbance from other authorized users of County lands including but not limited to motorized vehicles, controlled pets, and loud noises.
- 21) PERSONAL CONDUCT**. No person shall engage in any violent, abusive, loud, boisterous, vulgar, lewd, wanton, obscene, or otherwise disorderly conduct tending to create a breach of the peace or to disturb or annoy others on any lands or recreation areas under the management, supervision and control of the Committee. The Department may expel any person from lands for any violation of any state law, county ordinance or contrary to posted rules or regulations and violations may result in forfeiture under the Chapter.
- 22) UNDUE OR UNNECESSARY NOISES**. No person shall operate soundtracks, loud speakers, motors, motorboats, motor vehicles or any other mechanical devices that produce undue or unnecessary noises within hearing of occupants of any recreational facility.
- 23) HOURS OF OPERATION FOR DEVELOPED RECREATIONAL FACILITIES**. No person except registered campers in or in route to designated campsites shall park or enter any developed recreational facility or boat landing site between sunset and sunrise unless launching or removing a watercraft from a public waterway.
- 24) AREAS CLOSED TO THE PUBLIC**. The Department may close, by posted notice, any land area, recreational facility, unfunded road or trail, for purpose, with approval of the Committee.
- 25) UNAUTHORIZED USE OF WATERBODIES**. No person shall wash cars, persons, pets, cooking utensils, or clothing in any waters adjacent to lands under the management, supervision, and control of the Committee.
- 26) SWIMMING**. No person shall swim more than 50 yards from shoreline, swim outside of swimming area boundaries, swim in water depths beyond swimming capabilities, or swim in any area marked "no swimming" on any land or water access under the management, supervision, and control of the Committee.
- 27) FEES AND CHARGES**. No person shall use any facility, land or area for which a fee or charge has been

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established by the Committee without payment of such fee or charge.

28) SPECIAL RESTRICTION AREAS:

a) Equestrian Campground:

- i) *Animal Distancing:* Within the Equestrian Campground, due to concerns with public safety related to equine animals, all people shall maintain a distance of at least 20 feet from any equine animal unless that person is the owner of such animal or is authorized by the owner of such animal. Parents of children utilizing the Equestrian Campground Facility shall retain the responsibility to ensure that children follow this restriction at all times.
- ii) *Motorized Recreational Vehicle Restriction:* To preclude equine animal disturbance within the campground, use of motorized recreational vehicles including ATV/UTV's and Off-Highway Motorcycles is restricted within the Equestrian Campground
- iii) *Noise Restrictions:* To preclude equine animal disturbance within the campground, no person shall create noise levels at any time which disturbs equine animals on the site.
- iv) *Special Use agreements:* If approved by the department under a special use agreement, to provide for group reservation of the entire campground, for a specific reason, articles 28(a.i), 28(a.ii) and 28 (a.iii) may be suspended for groups obtaining the permit.

16.08 Survey Regulations.

- 1) **SURVEY MONUMENTS.** No person shall remove, cover, bury, destroy, or deface any survey monument, corner post, monument accessory, witness tree, bearing tree, or survey accessory on any lands within Vilas County, without following §59.74, Wis. Stats.
- 2) **FILING OF SURVEYS.** A correct and true copy of all surveys for individuals or corporations performed by any land surveyor of land in Vilas County must be filed in the Office of the Vilas County Surveyor within 60 days after completion of the survey.

16.09 Enforcement and Penalty Assessments.

- 1) **REQUEST FOR INFORMATION.** Any person upon land or waters under the management, supervision, and control of the Committee shall present identification to department employees or law enforcement upon request. Persons may request identification from employees prior to verify official status prior to providing information. Employee information may include business card with County logo or official employee identification cards.
- 2) **ENFORCEMENT.** Any law enforcement officer may enforce the provisions of this chapter. Citations by law enforcement officers may be based upon personal observations or based upon information and documentation provided by department employees.
- 3) **PENALTY ASSESSMENTS.** Any person, firm, or corporation, including those doing work for others who shall violate any of the provisions of the Ordinance shall:
 - a) Upon conviction thereof, forfeit to Vilas County the sum of not less than \$50.00 nor more than \$500.00 plus the penalty assessment imposed. Each day a violation exists shall constitute a

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- distinct and separate violation of this Ordinance and as such, forfeitures shall apply accordingly.
- b) In addition to the penalties above, any person damaging the property of the County or another person shall remain liable in a civil action for the amount of that damage.
 - c) Any person who possesses a gathering permit and gathers beyond the authority granted in the permit, or who causes damage to the timber or miscellaneous forest products on County land, shall be assessed a forfeiture of not less than \$50.00 nor more than \$200.00 for the first offense and not less than \$75.00 nor more than \$300.00 for every subsequent offense within twelve (12) months of the first offense.
- 4) **INJUNCTION.** Any use or action which violates the provisions of this Ordinance shall be subject to a court injunction prohibiting such violation.
- 5) **RESPONSIBILITY FOR COMPLIANCE.** Any person, firm, or corporation causing a violation or refusing to comply with any provisions of this Ordinance will be notified in writing of such violation by the County Forest Administrator or his designated representative, giving the person responsible a time period not to exceed 30 days from the date on the letter of notification to have the violation brought into compliance with the provisions of this Ordinance. Each day a violation exists thereafter shall constitute a distinct and separate violation of this Ordinance, and as such forfeitures shall apply accordingly.

16.10 Conflicts.

Any and all Ordinances or Resolutions of Vilas County, or any portion of said Ordinances or Resolutions to the contrary or in derogation of the above sections, are hereby repealed only insofar as conflict exists.

16.11 Publication.

This Ordinance will take effect and be in force upon passage and publication as provided by law.

16.12 Uniform Schedule of Deposits.

- (1) COUNTY FOREST AND LAND FORFEITURE SCHEDULE AND TOTAL DEPOSIT.

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Uniform Schedule of Deposits- Forefeiture Schedule and Total Deposit		Violation Forefeiture	Violation Forefeiture
Ordinance	Violation Description	1st Offense	Subsequent Offense
16.07 (2)(a)	Failure to obtain permit or contract	\$ 200.00	\$ 300.00
16.07 (2)(b)	Failure to obtain permit or contract	\$ 200.00	\$ 300.00
16.07 (3)(c)	Theft of Product	\$ 200.00	\$ 300.00
16.07 (4)(a)	Failure to obtain permit	\$ 100.00	\$ 200.00
16.07 (4)(b)	Failure to obtain permit	\$ 100.00	\$ 200.00
16.07 (5)(a)	Destruction of County Property	\$ 200.00	\$ 300.00
16.07 (5)(a)	Cutting of Shooting Lanes	\$ 100.00	\$ 200.00
16.07 (5)(a)	Damage to trees	\$ 100.00	\$ 200.00
16.07 (5)(b)	Unauthorized Entry	\$ 100.00	\$ 200.00
16.07 (5)(c)	Unauthorized Tampering	\$ 100.00	\$ 200.00
16.07 (6)	Special use without permit	\$ 50.00	\$ 100.00
16.07 (7)(a)	Unauthorized deposition of refuse on land	\$ 200.00	\$ 300.00
16.07 (7)(b)	Unauthorized deposition of personal waste in receptacles	\$ 100.00	\$ 200.00
16.07 (8)	Unauthorized or Unattended Fire	\$ 200.00	\$ 300.00
16.07 (9)	Unauthorized Exploration or Prospecting	\$ 50.00	\$ 100.00
16.07 (10)	Unauthorized Hunting Stand or Blind	\$ 100.00	\$ 200.00
16.07 (10)	Failure to Identify Stand Owner	\$ 50.00	\$ 100.00
16.07 (10)	Exceeding number or hunting blinds	\$ 100.00	\$ 200.00
16.07 (11)	Unauthorized Restriction of Access	\$ 100.00	\$ 200.00
16.07 (12)(a) (i)	Pets in Restricted Area	\$ 100.00	\$ 200.00
16.07 (12)(a) & (12)(b)	Uncontrolled or unleashed Pets	\$ 50.00	\$ 100.00
16.07 (12)(a) & (12)(b)	Failure to Dispose of Animal Waste	\$ 75.00	\$ 150.00
16.07 (13)	Unauthorized Peddling	\$ 100.00	\$ 200.00
16.07 (13)	Unauthorized Business Solicitation	\$ 100.00	\$ 200.00
16.07 (13)	Unauthorized Signage	\$ 50.00	\$ 100.00
16.07 (14)(a)	Damage by Vehicle	\$ 200.00	\$ 300.00
16.07 (14)(b)	Abandoned Vehicles	\$ 200.00	\$ 300.00
16.07 (14)(c)	Speeding in Recreational Facility	\$ 100.00	\$ 200.00
16.07 (14)(c)	Speed in Contrary to Posted	\$ 100.00	\$ 200.00
16.07 (14)(d)	Unauthorized Parking	\$ 50.00	\$ 100.00
16.07 (14) (e)	Unauthorized Use of Licensed Motor Vehicle	\$ 100.00	\$ 200.00
16.07 (14) (f)	Unauthorized Use of Off Highway Motor Cycle	\$ 100.00	\$ 200.00
16.07 (14) (g)	Unauthorized Use of ATV/UTV	\$ 100.00	\$ 200.00
16.07 (14) (h)	Unauthorized Use of Snowmobile	\$ 100.00	\$ 200.00
16.07 (14) (i)(i)	Unattended Watercraft	\$ 50.00	\$ 100.00
16.07 (14) (i)(ii)	Overnight Stay in Watercraft	\$ 50.00	\$ 100.00
16.07 (14) (i)(iii)	Watercraft in a Restricted Area	\$ 100.00	\$ 200.00
16.07 (14) (i)(iv)	Power Launch/Power Load Watercraft	\$ 100.00	\$ 200.00
16.07 (14) (j)	Unauthorized Use of Bicycles	\$ 50.00	\$ 100.00
16.07 (14) (k)	Unauthorized Use of Animal Propelled Wagons	\$ 50.00	\$ 100.00
16.07 (15) (a)	Failure to obtain permit	\$ 50.00	\$ 100.00
16.07 (15) (b)	Failure to pay fees	\$ 50.00	\$ 100.00
16.07 (15) (c)	Unauthorized Occupancy of Reserved Sites	\$ 50.00	\$ 100.00
16.07 (15) (d)	Unauthorized Length of Stay	\$ 100.00	\$ 200.00
16.07 (15) (e)	Violation of Mandatory Campsite Occupancy	\$ 50.00	\$ 100.00
16.07 (15) (f)	Camping without a permit	\$ 100.00	\$ 200.00
16.07 (16) (a)	Unauthorized use of showers and toilet facilities	\$ 50.00	\$ 100.00
16.07 (16) (b)	Unauthorized use of water and electrical systems	\$ 50.00	\$ 100.00
16.07 (16) (c)	Unauthorized use of dump station or sewage systems	\$ 50.00	\$ 100.00
16.07 (16) (d)	Unauthorized use of roads and parking	\$ 50.00	\$ 100.00
16.07 (16) (d)	Unauthorized use of internet, playgrounds, grills, or fire pits	\$ 50.00	\$ 100.00
16.07 (17)	Possess Fireworks on County Land	\$ 50.00	\$ 100.00

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Uniform Schedule of Deposits- Forefeiture Schedule and Total Deposit		Violation Forefeiture	Violation Forefeiture
Ordinance	Violation Description	1st Offense	Subsequent Offense
16.07 (17)	Discharge Fireworks on County Land	\$ 200.00	\$ 300.00
16.07 (17)	Fireworks Terminating on County Land	\$ 200.00	\$ 300.00
16.07 (18) (a)	Firearm Uncased in unapproved recreational facility	\$ 50.00	\$ 100.00
16.07 (18) (b)	Target shooting outside of shooting range	\$ 50.00	\$ 100.00
16.07 (18) c (i)	Shooting when individual downrange	\$ 50.00	\$ 100.00
16.07 (18) c (ii)	Targets not in backstop	\$ 50.00	\$ 100.00
16.07 (18) c (iii)	Unauthorized Firearm Targets	\$ 50.00	\$ 100.00
16.07 (18) c (iv)	Failure to remove refuse from Range	\$ 100.00	\$ 200.00
16.07 (18) c (v)	Acoholic Beverages at Range	\$ 100.00	\$ 200.00
16.07 (18) c (vi)	Range Use during closed hours or season	\$ 50.00	\$ 100.00
16.07 (18) c (vii)	Unauthorized weapons or ammunition at Range	\$ 50.00	\$ 100.00
16.07 (18) c (viii)	Firearms Discharge in unauthorized area	\$ 100.00	\$ 200.00
16.07 (18) c (ix)	Pets on Range	\$ 50.00	\$ 100.00
16.07 (17) c (x)	Unaccompanied person under 14 years of age shooting at range	\$ 50.00	\$ 100.00
16.07 (19) (a) (i)	Wildlife Take, kill or pursuit in area closed year round	\$ 100.00	\$ 200.00
16.07 (19) (a) (ii)	Wildlife Take, kill or pursuit during restricted times or dates	\$ 100.00	\$ 200.00
16.07 (19) (a) (iii)	Wildlife Take, kill or pursuit contrary to posting	\$ 100.00	\$ 200.00
16.07 (19) (b) (i)	Unauthorized wildlife baiting	\$ 50.00	\$ 100.00
16.07 (19) (b) (ii)	Wildlife baiting during restricted time	\$ 50.00	\$ 100.00
16.07 (19) (b) (iii)	Unauthorized plantings or vegetation management for wildlife	\$ 100.00	\$ 200.00
16.07 (19) (c)	Fishing within a swimming area	\$ 100.00	\$ 200.00
16.07 (20)	Equine riding in an unauthorized recreational area	\$ 50.00	\$ 100.00
16.07 (20)	Equine riding contrary to posting	\$ 100.00	\$ 200.00
16.07 (21)	Improper personal conduct	\$ 100.00	\$ 200.00
16.07 (22)	Improper music levels	\$ 50.00	\$ 100.00
16.07 (22)	Improper vehicle noise	\$ 50.00	\$ 100.00
16.07 (22)	Improper noise level disturbing other users	\$ 50.00	\$ 100.00
16.07 (23)	Unauthorized Use during closed hours	\$ 50.00	\$ 100.00
16.07 (24)	Unauthorized Use of Area Closed to the Public	\$ 100.00	\$ 200.00
16.07 (25)	Unclean uses of waterbodies	\$ 50.00	\$ 100.00
16.07 (26)	Swimming beyond safe limits	\$ 100.00	\$ 200.00
16.07 (27)	Failure to pay fees or charges	\$ 100.00	\$ 200.00
16.07 (28) (a)(i.)	Failure to maintain distance for animal owned by another	\$ 50.00	\$ 100.00
16.07 (28) (a)(ii.)	Unauthorized Use of MRV in a special restriction area	\$ 50.00	\$ 100.00
16.07 (28) (a)(iii.)	Noise Creating Animal Disturbance	\$ 50.00	\$ 100.00
16.08 (1)	Damage or Destruction to Survey Monuments	\$ 200.00	\$ 300.00
16.08 (2)	Failure to file surveys	\$ 100.00	\$ 200.00
16.09 (1)	Refusal to Provide Identification	\$ 100.00	\$ 200.00

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10005.2.2 Parks and Recreation Ordinance

Please utilize link for current Vilas County Parks and Recreation Ordinance.

[VilasCountyWI | Documents-On-Demand](#)

1005.2.3 County Motorized Recreational Trails and Routes Ordinance

Please utilize link for current Vilas County Motorized Recreational Trails and Routes Ordinance. Full Ordinance as of plan approval date is also below:

[VilasCountyWI | Documents-On-Demand](#)

CHAPTER 26

VILAS COUNTY MOTORIZED RECREATIONAL TRAILS AND ROUTES ORDINANCE

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26.01 Authority and Purpose; State Law Adopted This ordinance has been created pursuant to County Board authority under Wisconsin Statutes §59.02, §23.33, §346.94(19), §350, §23.335, §346.59 and Wisconsin Administrative Code NR §64 as amended; Wisconsin Statutes §350, and Wisconsin Administrative Code NR §6 and Wisconsin Statutes §23.335, §346.59 and Wisconsin Administrative Code NR §65 for the purposes of establishment of Recreational Motor Vehicle routes and trails, providing law enforcement to improve trail safety and to support the operations and maintenance of trails in Vilas County, Wisconsin. The authority of this ordinance is limited to land areas outside of the boundaries of the Lac du Flambeau Band of Lake Superior Chippewa Indian Reservation with the exception of public trails and routes authorized under a land use agreement between the Tribe and a trail club. Motorized Recreational Vehicle use within the reservation boundaries, off from Tribally approved public trails and routes are subject to Tribal and Federal Regulations and may be enforced by those agencies and court systems. [rev: 9/2021 06]

- 1) STATE LAW ADOPTED** Except as otherwise specifically provided in this chapter, the statutory provisions of the following Wisconsin Statutes and Wisconsin Administrative code with respect to ATV/UTV, Snowmobile, and Off-Highway Motor Vehicles and exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment are hereby adopted and by reference made a part of this chapter as if fully set forth herein: [rev:5/2015 07; 9/2021 06]
- a) **Wis. Stats. §59.02- Power; how exercised; quorum**, related to County procedure and authority to create an ordinance.
 - b) **Wis. Stats. §23.33- All-terrain and Utility terrain Vehicles**, current in its entirety or as may be amended.
 - c) **Wis. Stats. §23.335- Off-highway motorcycles**, current in its entirety or as may be amended.
 - d) **Wis. Stats. §346.59- Motorcycles and Mopeds**, current or as may be amended.
 - e) **Wis. Stats. §346.94(19)- Off-Road Utility Vehicles on Roadway**, current or as may be amended.
 - f) **Wis. Stats. §350- Snowmobiles**, current in its entirety or as may be amended.
 - g) **Wis. Admin. Code NR §6- Wisconsin Standards Certification and Snowmobile Rail Crossings** as it may relate to the chapter, current or as may be amended.
 - h) **Wis. Admin. Code NR §64- All-Terrain Vehicles** current in its entirety or as may be amended.
 - i) **Wis. Admin. Code NR §50- Administration of Outdoor Recreation Program Grants and State Aids** as it may relate to the chapter, current or as may be amended.
 - j) **Wis. Admin. Code NR §65- Administration of Off-Highway Motorcycle (OHM) Program** as it may relate to the chapter, current or as may be amended.

26.02 COMMITTEE APPOINTMENT [rev: 9/2021 06]

The Vilas County Board hereby assigns oversight and policy making jurisdiction of **motorized trails** under this ordinance to the Committee of this Board known as the Forestry, Recreation and Land Committee. The Forestry, Recreation and Land Committee shall also have oversight of **incorporation of Town Actions related to trails and routes** into the Chapter. Changes to the Chapter related to Town routes or accesses shall be processed by ordinance modification through the Forestry, Recreation and Land Committee.

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The Vilas County Board hereby assigns oversight and policy making jurisdiction of **Highway routes** under this ordinance to the Committee of this Board known as the Highway committee for roads, properties and agreements that are under jurisdiction of the Highway Committee. Changes to the Chapter related to motorized recreational routes on County Highways, State, or Federal Highways shall be processed by ordinance modification through the Highway Committee.

26.03 POWERS AND DUTIES OF THE COMMITTEE [rev: 9/2021 06]

- 1) **SCOPE.** The provisions of this ordinance shall apply to all motorized recreational vehicle trails and routes Countywide, sponsored, controlled or administered by Vilas County. All such trails or routes shall be shown on an official map or listing at the Forestry, Recreation and Land Department located at 2112 N. Railroad St., Eagle River, Wisconsin.
- 2) **PERSONNEL.** The Committee shall oversee and create motorized trail policy for the County Forestry, Recreation and Land Department subject to approval of the County Board. Vilas County shall employ a County Forest Administrator as its agent regarding motorized recreational trails and routes, a Parks and Recreation Supervisor, a Recreation Patrol Officer and other competent personnel as the Board may authorize to direct, perform, and enforce the administration and management functions of this chapter.
- 3) **MODIFICATION OF THE ORDINANCE.** The appropriate Committee shall oversee necessary modifications of this Chapter, subject to approval of the County Board. The Committees shall oversee modifications of appendices, including contract forms and land use agreements as department operational policy which will not require approval of the County Board. [rev: 9/21 06]

26.04 DEFINITIONS [rev: 9/2021 06]

- 1) **CHAPTER** Shall be defined as Chapter 26- Vilas County Motorized Recreational Trails and Routes Ordinance, as revised.
- 2) **COMMITTEE** Shall be defined as the Vilas County Forestry, Recreation and Land Committee or the Highway Committee depending upon area of responsibility.
- 3) **DEPARTMENT** Shall be defined as the Vilas County Forestry, Recreation and Land Department.
- 4) **ELECTRIC BICYCLES(E-BIKES)** The state of Wisconsin (WI) defines electric bikes as a bicycle with a motor attached. E-bikes are classified as “motor bicycles,” and are regulated like bicycles, so long as the bicycle’s motor has a maximum power output of 750w, has pedals that propel the bike with human power and the bike doesn’t exceed 20mph.
- 5) **ALL-TERRAIN VEHICLE (ATV)** Under the chapter All-Terrain Vehicles shall be defined as vehicles meeting requirements of **Wis. Stats. §340.01 (1v)**. The following do not meet legal ATV specifications:
 - Any recreational vehicles or machines that do not meet the statutory specifications for ATVs.
 - An ATV modified with tracks, skis, etc.
 - Machines that can be legally registered as UTVs.
 - An off-road motorcycle.
 - 6-8 wheel amphibious vehicles.
 - A go-cart or golf cart.

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- Golf cart: a vehicle in which the speed attainable in one mile does not exceed 20 mph on a paved, level surface, and that is designed and intended to convey one or more persons and equipment to play the game of golf in an area designated as a golf course.
 - A homemade or non-commercially manufactured machine.
- 6) **UTILITY TERRAIN VEHICLE (UTV)** Under the chapter Utility Terrain Vehicles shall be defined as vehicles meeting requirements of **Stats. §23.33 (1) (ng)**.
The following do not meet legal UTV specifications:
- A motor-driven device that meets federal motor vehicle safety standards.
 - A UTV modified with tracks, skis, etc.
 - A dune buggy or golf cart.
 - Golf cart: a vehicle in which the speed attainable in one mile does not exceed 20 mph on a paved, level surface, and that is designed and intended to convey one or more persons and equipment to play the game of golf in an area designated as a golf course.
 - Vehicles that meet the legal definition of a low speed vehicle.
 - A mini-truck.
 - A homemade or non-commercially manufactured machine.
- 7) **OFF-HIGHWAY MOTORCYCLE (OHM)** Under the chapter Off-Highway Motorcycles shall be defined as vehicles meeting requirements
Wis. Stats. §23.335(1)(q).
- 8) **LIMITED USE OFF-HIGHWAY MOTORCYCLE (LUOHM)** Under the chapter Off-Highway Motorcycles shall be defined as vehicles meeting requirements **Wis. Stats. §23.335(1)(o)**.
- 9) **OFF-HIGHWAY MOTOR VEHICLE (OHMV)** Wisconsin Statutes define “Motor vehicle” means a vehicle, including a combination of 2 or more vehicles or an articulated vehicle, which is self-propelled, except a vehicle operated exclusively on a trail. “Motor vehicle” includes, without limitation, a commercial motor vehicle or a vehicle which is propelled by electric power. OHMV under the Chapter shall be all vehicles defined as Motor Vehicles which are operating or located off from defined public roadways. OHMV typically include trucks, jeeps, cars, and motorcycles which can meet licensing requirements for road use but are commonly modified to allow for efficient off-road use.
- 10) **SNOWMOBILE** Under the chapter snowmobile shall be defined as vehicles meeting requirements of Wisconsin law, **Stats. §340.01(58a)**. The following do not meet legal Snowmobile specifications:
- A vehicle that has inflatable tires is not considered a snowmobile even if skis are attached.
 - An ATV or similar machine that is converted with an aftermarket kit, complete with skis and a track cannot be registered as a snowmobile and cannot be driven on public snowmobile trails.
- 11) **SHARED USE TRAIL** shall be defined under the Chapter to include any trail that is utilized by multiple user groups at various times of the year. These trails may include but not be limited to ATV/UTV, OHM, Snowmobile, Bicycle, Equestrian, and Hiking utilizing the same trail on the same property.
- 12) **TRAIL ALLIANCE** A group which has been officially established as an independent entity under articles of incorporation with goals of providing cooperation and unity between trail clubs which operate, maintain and promote specific trails and trail types in Vilas County.
Recognized Trail Alliances in Vilas County:
Vilas County ATV/UTV Alliance

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Vilas County Snowmobile Alliance

- 13) **TRAIL CLUB** A group which has been officially established as an independent entity under articles of incorporation with goals of operating, maintaining and promoting specific trails and trail types in Vilas County.

Recognized Trail Clubs in Vilas County:

ATV/UTV Clubs:

Boulder Junction ATV/UTV Club
LandOver ATV Club
Lakeland ATV Club
St. Germain ATV Club
Sayner Barnstormers ATV Club
Lac Du Flambeau ATV Club

Snowmobile Clubs:

Arbor Vitae- Cross Country Cruisers
Boulder Junction
Conover Sno-Buddies
Eagle River Sno-Eagles Inc.
Lac du Flambeau- Northern Hornshoe
Land O'Lakes Frosty
Manitowish Waters Sno-Skeeters
Phelps
Presque Isle- Winchester Sno-Bunnies
Sayner Barnstormers
St. Germain Bo-Boen

OHM Clubs:

Landover Dual Sporters
(part of LandOver ATV Club)

- 14) **TRAIL OPENING** Authorization made by Vilas County to sanction use of specific trails within the county. Official Trail opening is accomplished by act of the Committee to provide a Public Service Announcement to sanction opening specific trails on a certain date and at a certain time. Established practice for seasonal opening is for trail clubs or alliances to provide certification for safe trail conditions prior to sanctioning of the opening.
- 15) **TRAIL CLOSURE** Authorization made by Vilas County to sanction closure of specific trails within the county. Official Trail Closure is accomplished by act of the Committee to provide a Public Service Announcement to sanction closing of specific trails on a certain date and at a certain time. Established practice for seasonal closure is for trail clubs or alliances to provide certification for deteriorating conditions resulting in unsafe conditions prior to sanctioning of the closing; however, the Committee reserves the authority to close the trails at any time for any reason.
- 16) **TRAIL MAINTENANCE SEASON** A specific term of dates within any year when trail maintenance by trail clubs is planned and authorized. This season may be dependent upon agreement from landowners of which particular trails cross.

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- 17) PLANNED TRAIL SEASON A specific term of dates within any year which sets planned seasonal trail opening dates and seasonal trail closing for specific trail types.
- 18) ACTUAL TRAIL SEASON The actual term of dates within any year when trail conditions provide for trail operation of specific trail types. This is the term between Public Service Announcement for opening and Public Service Announcement for closing of specific trail types.
- 19) UNCLASSIFIED RECREATIONAL VEHICLES (URV) Any recreational vehicle or machine that does not meet the statutory specifications for ATV, UTV, Off-Highway Motorcycle, Off-Highway Motor Vehicle, or Snowmobile which is operated for recreational use or transportation shall be considered URV under the Chapter. The following types of vehicles are examples of URV:
 - a) E- Bicycles.
 - b) 6-8 Wheel Amphibious Vehicles.
 - c) Tractors and lawn tractors utilized as alternative transportation.
 - d) A go-cart.
 - e) Golf cart: a vehicle in which the speed attainable in one mile does not exceed 20 mph on a paved, level surface, and that is designed and intended to convey one or more persons and equipment to play the game of golf in an area designated as a golf course.
 - f) A UTV modified with tracks, skis, etc.
 - g) A dune buggy or golf cart.
 - h) Vehicles that meet the legal definition of a low speed vehicle.
 - i) A mini-truck.
 - j) A homemade or non-commercially manufactured machine.
- 20) MOTORIZED RECREATIONAL VEHICLE (MRV) shall be defined under the chapter to include all ATV, UTV, OHM, OHMV, LUOHM, SNOWMOBILE, or URV operated off from official defined roads to include all operation on lands, trails, routes or ice in Vilas County.
- 21) MRV TRAIL shall be defined under the chapter to include trails designed for ATV/UTV, OHM, LUOHM or Snowmobile use on public property or on private lands, subject to public easement or lease, authorized for use by ATV/UTV, OHM or Snowmobiles by the governmental agency having jurisdiction. Trails exclude roadways of highways.
- 22) MRV ROUTE shall be defined under the chapter to include public roadways or streets authorized for ATV/UTV, OHM, LUOHM or Snowmobile use under ordinances approved by the operating government of jurisdiction. Authorization of ordinances are subject to requirements and restrictions of Wisconsin Statutes for various roadway types and various MRV uses. *Ordinances must be enacted by a municipality and/or county* before operation may occur. Routes by statute are roadway portions, not the shoulder or other parts of the right-of-way (ROW), where MRV operation is authorized
- 23) MRV TRAIL SYSTEM shall be defined under the chapter to include connecting ATV/UTV, OHM, LUOHM or Snowmobile trails and routes are connected to a state funded trail system for defined use.
- 24) TRIBE shall be defined under the Chapter to be the Lac du Flambeau Band of Lake Superior Chippewa Indians.
- 25) TRIBAL COUNCIL shall be defined under the Chapter to be the Council of tribal members elected to officially represent the Lac du Flambeau Band of Lake Superior Chippewa Indians.
- 26) RESERVATION shall be defined under the chapter to be all lands and waters within the exterior boundaries of the Lac du Flambeau Band of Lake Superior Indians reservation.

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- 27) TRIBAL LANDS shall be defined under the chapter to include all lands owned or under Federal trust status, Tribal and Allotted, within the boundaries of the Reservation.
- 28) TRIBAL MEMBER shall be defined as a person enrolled and accepted by Tribal and Federal Regulation as an official member of the Lac du Flambeau Band of Lake Superior Chippewa.

26.05 FINANCES [rev: 9/2021 06]

ACCOUNTS FOR RECREATIONAL TRAIL SAFETY AND RECREATIONAL OFFICER FUNDING

Accounts shall be created and budgeted to provide funding for Recreational Trail Safety projects under the Forestry, Recreation and Land Committee.

- 1) GROUP AND USER DONATIONS Proceeds generated from group or user donations for the Committee shall be deposited into non-lapsing accounts and utilized for training and education programming and information and media projects benefiting recreational user safety as determined appropriate by the Committee.

26.06 OPERATION OF MOTORIZED RECREATIONAL VEHICLES [rev: 9/2021 06]

1) EXCEPTIONS ON RESERVATION LANDS

- a) No sections of 26.06 may be enforceable for Tribal members operating any MRV within the Reservation. In regards to MRV operation, on the reservation, Tribal members are not subject to DNR or County regulations but may be subject to penalties as identified in Tribal rules, laws and ordinances and Federal law. People that are not Tribal members may be subject to penalties as identified by Tribal rules, laws and ordinances, Federal law, DNR regulations and the Chapter as determined by the appropriate officials.

2) PUBLIC LAND

- a) No person shall operate any MRV on public lands, trails, or roads unless authorized by the Federal, State, County or Local agency controlling the lands under a permit or **unless marked as open** to the specific MRV type used.
- b) No person shall operate any MRV on public lands, trails, or roads **designated as closed** to vehicles by a sign, physical barrier or gate (either open or closed) placed by the Federal, State, County or Local government agency controlling the lands.
- c) No person shall operate any MRV off from established trail surfaces on public lands. Trail surfaces shall be signed and marked with uniform motorized recreational (ATV/UTV, OHM or Snowmobile) vehicle signs in accordance with Wisconsin Administrative Code
- d) No person shall operate any MRV cross country on public land.
- e) Federal, State or County by the Federal, State or County agency controlling the lands shall be exempt from MRV use limitations in this subsection when MRV utilization is authorized for completion of duties on the public lands.

3) PRIVATE LAND

- a) No person shall operate any MRV on private lands, trails, or roads unless authorized by the landowner.

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- b) No person shall operate any MRV off from established trail surfaces on private lands. Trail surfaces shall be signed and marked with uniform motorized recreational (ATV/UTV, OHM or Snowmobile) vehicle signs in accordance with Wisconsin Administrative Code.
 - c) Landowners of specific lands shall be exempt from MRV use limitations in this subsection on lands under their control.
- 4) **TRIBAL LAND**
- a) With the exception of Tribal members exercising Tribal rights on Tribal lands, no person shall operate any MRV on Tribal lands, trails, or roads unless authorized as a public trail by the Tribal Council under a land use permit and operated as a public trail or route by an established Trail Club. Such public trail or route shall **be marked as open** by signage for the specific MRV type.
 - b) With the exception of Tribal members exercising Tribal rights on Tribal lands, no person shall operate any MRV off from established trail surfaces on public trails or routes authorized by the Tribal Council and operated as a public trail by an established Trail Club. Public trails and routes on Tribal lands shall be signed and marked with uniform motorized recreational (ATV/UTV, OHM or Snowmobile) vehicle signs in accordance with Wisconsin Administrative Code and must also follow any Tribal regulations for signage as identified in the Land Use Agreement.
 - c) No person shall operate any MRV cross country on Tribal land, except Tribal members exercising Tribal rights on Tribal lands, if allowable under Tribal regulations.
 - d) Lac du Flambeau Band of Lake Superior Chippewa Tribal departments and Tribal members of that band shall be exempt from MRV use limitations in this subsection on Tribal lands within the exterior boundaries of the Tribal reservation.
- 5) **DAMAGE BY MRV** No person shall operate any MRV in such a manner as to cause intentional soil displacement, soil erosion, soil or water pollution or other environmental damage on any authorized trail, road, land or waterbody.
- 6) **MRV PARKING** No person shall park, stop or leave standing, whether attended or unattended, any MRV in any manner as to block, obstruct, or limit the use of any road, trail, waterway, or facility, or contrary to posted notice.
- 7) **MRV ENTRY INTO WATERBODY OR WETLAND** No person shall enter any lake, stream, pond, wetland, or other waterbody with any MRV. Designated drivable fords which are part of an authorized trail are exempt from this subsection.
- 8) **MRV SPEED**
- a) No person shall operate any MRV in excess of posted MRV speed limits on any road, route, trail or lake in Vilas County.
 - b) MRV speed shall not exceed posted limits for motor vehicles on authorized routes, or the speed limit posted for the MRV, whichever is less.
- 9) **SINGLE FILE** No person shall operate any MRV except single file on the right-hand side of authorized trails.
- 10) **UNCLASSIFIED RECREATIONAL VEHICLES (URV)** No person shall operate any URV on any MRV Trail within Vilas County unless that person is the owner of land of which such trail crosses or authorized by a permit from the land manager for public lands.
- 11) **OFF-HIGHWAY MOTOR VEHICLES (OHMV)** No person shall operate any OHMV on any MRV Trail within Vilas County unless that person is the owner of land of which such trail crosses or

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authorized by a permit from the land manager for public lands. Note that OHMV use is allowed on MRV Routes as regulated for public roadways.

- 12) *PARENT OR GUARDIAN SUPERVISION* Children under the age of 16 must be accompanied by an adult designated by the parent or guardian when operating any MRV on any route, trail or lake in Vilas County. Supervision requirement doesn't apply on private property or for Off-Highway Motorcycles operating on established trails as allowed by State Statutes.
- 13) *MRV ON ROADWAYS*
- a) No person shall operate any MRV on a roadway unless the MRV meets all requirements as defined by DOT regulations or unless that roadway is designated by the Department of Transportation, County or Municipality as an official Route.
 - b) No person shall operate any MRV on a roadway other than the extreme right side of the roadway and travel with the flow of traffic.
 - c) No person shall operate an MRV on a roadway other than in single file.
 - d) No person shall operate an MRV on a roadway without headlights illuminated at all times.
 - e) No person shall operate any MRV off the paved portion of roadways. Operation on the gravel shoulders, grassy slopes, ditches, or other highway or road right-of-way is prohibited and illegal, unless such area is part of an authorized and property signed trail system.
 - f) All operators of MRV on a roadway shall yield the right-of-way to other vehicular traffic and pedestrians.

26.07 NON-MOTORIZED USE OF MOTORIZED RECREATIONAL TRAILS [rev: 9/2021 06]

- 1) *EXCEPTIONS ON RESERVATION LANDS* No sections of 26.07 may be enforceable for Tribal members utilizing non-motorized transportation within the Reservation. . In regards to non-motorized use of motorized recreational trails, on the reservation, Tribal members are not subject to DNR or County regulations but may be subject to penalties as identified in Tribal rules, laws and ordinances and Federal law People that are not Tribal members may be subject to penalties as identified by Tribal rules, laws and ordinances, Federal law, DNR regulations and the Chapter as determined by the appropriate officials.
- 2) Due to safety concerns with non-motorized uses on motorized recreational trails and mosaic of property ownership across Vilas County, non-motorized use of MRV trails is not advisable. Non-motorized users of MRV trails shall be aware of the following:
- 1. *PEDESTRIAN, E-BICYCLE, BICYCLE AND EQUESTRIAN USE OF MRV TRAILS*
MRV Trail use is based upon recreational agreements in place throughout the county with various landowners. Those recreational agreements provide for specific uses according to the agreement. Anyone that utilizes MRV trails to walk, ski, snowshoe or ride equestrian animals on any marked MRV trail may be subject to trespassing or other violations unless that person is the landowner, has permission from the landowner or is authorized through policy or agreement of the public entity managing the lands. The presence of trail signage does not allow for any and all recreational use of properties. **People walking, skiing, snowshoeing, biking or riding equestrian animals on any**

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MRV trails marked in Vilas County retain the responsibility to know the ownership of the lands and land regulations on the properties upon which they enter.

26.08 ALL-TERRAIN VEHICLE (ATV) AND UTILITY TERRAIN VEHICLES (UTV) TRAILS AND ROUTES [rev: 9/2021 06]

1) EXCEPTIONS ON RESERVATION LANDS.

- a) No sections of 26.08 may be enforceable for Tribal members operating any ATV/UTV within the Reservation. . . In regards to ATV/UTV operation, on the reservation, Tribal members are not subject to DNR or County regulations but may be subject to penalties as identified in Tribal rules, laws and ordinances and Federal law. People that are not Tribal members may be subject to penalties as identified by Tribal rules, laws and ordinances, Federal law, DNR regulations and the Chapter as determined by the appropriate officials.

2) OFFICIAL ATV/UTV TRAILS STATE FUNDED ATV/UTV TRAILS

- a) *GRANT FUNDING.* The Department will sponsor grant funding, upon request, and will aid trail clubs for grant applications related to establishment and maintenance of official ATV/UTV trails. Official trails must meet specifications for State funding as identified in grant requirements. Grant funding may include but not be limited to State and Federal grant programs.
- b) *AGREEMENTS REQUIRED*
 - i) *LAND USE AGREEMENTS REQUIRED.* Prior to acceptance as an official ATV/UTV trail or route and prior to County assistance with grant funding, trails on Vilas County Lands, State Lands, Federal Lands and within the Reservation shall be authorized by appropriate agency through a land use agreement with the operating club for such use. If the trail is proposed to be situated on County highway right-of-way, land use agreements shall be in cooperation with and the approval of the Vilas County Highway Committee. All trail designations on County lands shall be consistent with the Vilas County Forest Comprehensive Land Use Plan. A Standard County Land Use Agreement can be found in Appendix 3. Other agencies have their independent requirements for land use agreements and processing requirements.
 - ii) *EASEMENTS* All ATV/UTV trails shall have a written easement, verbal easement or land use agreement between the operating trail club and the landowner or managing agency which meets requirements of the landowner. Easements shall be certified by the operating trail club annually as part of the annual operations and maintenance agreement.
 - iii) *TRAIL MAINTENANCE AGREEMENTS.* Trail clubs shall maintain an annual maintenance agreement with Vilas County. Annual maintenance agreements shall define the managing trail club as “the operator” of the trail segments. All maintenance agreements will include a requirement for liability insurance provided by the managing Trail club, naming Vilas County as an additional insured. Any and all trail maintenance agreements must be approved by the Committee with signature of the Committee Chair. Standard ATV/UTV Operations and Maintenance Agreements can be found in Appendix 1B.
- c) *LIABILITY.* Annual maintenance agreements shall list parcel identification numbers for all lands. This requirement will provide protections to the landowners under Wisconsin Recreation Laws. All land parcel identification numbers shall also be designated by the operating trail club under their

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annual liability insurance policy to protect landowners. Trails sponsored by Vilas County in grant application shall also have Vilas County named as additional insured with a certificate filed and maintained by the Department.

- d) *MAINTENANCE OF OFFICIAL MAPS AND AGREEMENTS.* The department will maintain official maps and agreements for State Funded ATV/UTV trails which meet the requirement of the Chapter.
 - e) *PLANNED TRAIL SEASON.* May 1st until October 31st of any year, depending upon weather, trail and environmental conditions. Earlier opening may be approved in any year with Committee approval. Actual trail season will be determined by official opening and closing announcements based upon adequate trail operating and environmental conditions as determined by Trail Clubs, the Vilas County ATV/UTV Alliance and the Department.
 - f) *TRAIL MAINTENANCE SEASON FOR SHARED USE TRAILS.* ATV/UTV Clubs that share trails with other users shall complete maintenance and rehabilitation on shared trails between April 15th through November 15th of any year, depending upon weather and trail conditions. Trail maintenance activity is subject to coordination of the landowner and or land manager for all lands crossed. Maintenance of shared use trails outside of the defined season shall be coordinated by direct contact with the trail clubs that share the particular trail prior to any on-trail activity.
 - g) *TURNOVER FOR SHARED USE TRAILS.* All ATV/UTV clubs that share trails with Snowmobile Clubs shall attend mandatory turnover meetings between ATV/UTV and Snowmobile Clubs on the third Tuesday in April and the Second Tuesday in November of each year. These mandatory meetings will focus on issues that need to be resolved prior to turnover of the trails to the other user groups. Official turnover date of shared use trail segments shall be determined by consensus of the trail clubs in attendance. Any conflict arising from shared trail use will be resolved through action of the Committee.
 - h) *TRAIL OPENING.* Authorization will be made by Vilas County any time after May 1st of any year, to sanction use of ATV/UTV trails within the county upon receipt of certification forms from trail clubs and confirmation of a vote of the Vilas County ATV/UTV alliance that safe and maintainable trail and conditions exist. The Committee will approve opening dates following inspections by the department to confirm the certifications and ensure that environmental conditions allow sustainable operation of the trails. Trail opening will be completed with approval of the Committee and provision of a Public Service Announcement by the Department through local media outlets to sanction trail opening on specific dates and at a certain time.
 - i) *TRAIL CLOSURE.* Authorization will be made by Vilas County to sanction closure of ATV/UTV trails within the county upon confirmation of a vote of the Vilas County ATV/UTV alliance that trail conditions are deteriorating resulting in unsafe and unmaintainable trail surfaces or upon reaching October 31st of each year, whichever is earlier. Closure of trail segments or trail sections may be completed by the Committee from inspections which identify safety issues, conflicting uses which provide for unsafe operation of the trail or for environmental and resource degradation resulting from trail operation or inadequate trail maintenance. Trail closures will be completed with approval of the Committee and provision of a Public Service Announcement by the Department through local media outlets to sanction closing of trails on a specific date and at a certain time.
- 3) *CLUB FUNDED TRAILS.* Trails that do not meet specification to be state funded can be operated and maintained with private club funding. Vilas County does not sponsor or provide funding for Club trails.

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It is recommended that the club operating a club funded trail should maintain both easements and liability policies which protect landowners in all cases.

- 4) ATV/UTV TRAILS AND ROUTES WITHIN THE RESERVATION BOUNDARY. At this point, no agreements are in place with the Tribe for formal ATV/UTV trails or routes on the Reservation.
- 5) STATE HIGHWAYS

ATV/UTV ROUTES — DEFINITION

ATV routes by statute are on the roadway portion of a highway and not the shoulder or other parts of the right-of-way (ROW). A roadway is defined in Wis. Stat. as the, "portion of a highway between the regularly established curb lines or that portion which is improved, designed or ordinarily used for vehicular travel, excluding the berm or shoulder." On a 2-lane rural highway, the "roadway" is the area between the fog lines (white lines). In an urban area, it is the area between the curbs.

Wis. Stat. s. 23.33 allows all-terrain vehicles (ATVs) and utility terrain vehicles (UTVs) to operate on a state highway in certain cases, which are detailed in sections A - C below. An ATV ordinance must be enacted by a municipality and/or county before operation may occur.

A - ATV ROUTE DESIGNATION ON STATE HIGHWAYS

A town, village, city or county may enact an ordinance under Wis. Stat. [s. 23.33\(8\)\(b\)1.](#) to designate a highway not under its jurisdiction as an ATV route. In this case, ATV operation on a state highway or connecting highway is allowed only if WisDOT approves the route. WisDOT's approval consists of an ATV route order that is issued for the authorized segment of state or connecting highway. WisDOT will review all ATV ordinance drafts to verify that the terminus of the authorized route is what WisDOT and the municipality or county agreed upon prior to issuing the route order.

Under the Chapter all ATV/UTV routes on State Highways shall have a detailed listing of termini for each individual route

B - ATV OPERATION ON STATE HIGHWAYS WITH SPEED LIMITS OF 35 MPH OR LESS WITHIN MUNICIPAL BOUNDARIES

A town, village or city may enact an ordinance under Wis. Stat. s. 23.33(11)(am)4. to authorize the operation of ATVs on a highway that has a speed limit of 35 mph or less and is located within the territorial boundaries of the town, village or city regardless of who has jurisdiction over the highway. In this case, ATV operation on a state highway is not subject to WisDOT approval.

WisDOT will review an ATV ordinance to verify that the statute language "authorize the operation" has been correctly used instead of "designated."

Much of the state highway system operates with speed limits above 35 mph, and these higher speed highways remain off-limits to ATV use without approval from WisDOT. Speed limits

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on any highway are set after careful consideration to enhance safety and facilitate traffic flow for the traveling public and are typically not based on a specific type of vehicle.

i) **ATV/UTV AUTHORIZED ROUTES ON STATE HIGHWAYS**

Town of Phelps

Refer to Appendix 3G1- Ordinance 2016-3,

“Under Wis. Stat. S. 23.33(11)(am)4, the Town of Phelps authorizes operation of ATV/UTV on Wis. State Highway 17 from CTH E to Hackley Circle which has a posted speed limit of 35 MPH or less and this area shall be posted as such.

All ATV/UTV trails/routes shall be open from May 1- October 31, unless otherwise posted or until Vilas County creates a county wide season.”

C - ATV OPERATION OVER STATE HIGHWAY BRIDGES 1,000' IN LENGTH OR LESS

Under Wis. Stat. ss. 23.33(4)(d)3.b. and 11(am)3., ATVs may be authorized to operate on the roadway or shoulder of a highway to cross a bridge 1,000 feet or less in length that is located within the territorial boundaries of a county, city, village or town, regardless of who has jurisdiction over the highway, and only if a county **and** a city, village or town **both** enact ordinances that apply to the bridge. In this case, ATV operation on a state highway bridge is not subject to WisDOT approval.

Under the law, ATVs must exit the highway as quickly and safely as practicable after crossing the bridge. WisDOT defines this as the first available road authorized as an ATV route on either side of the bridge that is not a dead end, or an ATV trail on WisDOT right-of-way that is established after crossing the bridge in which ATVs may use. A bridge is any structure (bridge, box culvert, etc.) over a navigable waterway, highway or railroad.

A county, city, village, or town may enact an ordinance to authorize the operation of all-terrain vehicles and utility terrain vehicles on a highway bridge that is not part of the national system of interstate and defense highways, that is 1,000 feet in length or less, and that is located within the territorial boundaries of the county, city, village, or town regardless of whether the county, city, village, or town has jurisdiction over the highway.

WisDOT reviews both municipal and county ATV ordinances developed under the two bridge statutes to verify that:

- 1) The ATV route has the appropriate termini on each side of the bridge (the first available road or ATV trail as described above) and that both ordinances mention the same roads or trails.
- 2) Any such ordinance shall require a person crossing a bridge to do all of the following:
 - a) Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing.

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- b) Stay as far to the right of the roadway or shoulder as practicable.
 - c) Stop the vehicle prior to the crossing.
 - d) Yield the right-of-way to other vehicles, pedestrians, electric scooters, and electric personal assistive mobility devices using the roadway or shoulder.
 - e) Exit the highway as quickly and safely as practicable after crossing the bridge.
- 3) The statute language "authorize the operation" has been correctly used instead of "designated."

The term "jurisdiction" in sections A - C above refers to maintenance jurisdiction instead of the right-of-way (fee title) owner or highway easement owner.

ATV trails on state highway ROW

WisDOT may authorize an ATV trail within the ROW of a state highway if sufficient space is available, and the proposed trail does not affect the safety, maintenance and operation of the highway. ATV trails on state highways require a [DT1504](#) permit from WisDOT, and a municipality or county must be the applicant. For more information on the permitting process, go to the [STH connection permits](#) webpage.

COUNTY TRUNK HIGHWAYS

[History: er. 8/2014; rev:3/2015 07;6/2015 08&09;7/2015 10;3/2016 03; 4/2016 04; 6/2018 04; 8/2018 06; 5/2020 07; 6/2020 10; 9/2021 06]

Vilas County may authorize the operation of ATV/UTV vehicles on County Trunk Highways. At least 30 days prior to considering and acting upon any request to establish an ATV/UTV route located on a county trunk highway, the Vilas County Highway Department shall notify the municipality in which that county trunk highway is located. If a municipality cannot be notified at least thirty days prior to the route request being considered by the Highway Committee, the Highway Committee shall delay any such consideration and action until a later meeting.

ATV/UTV Routes on County trunk highways shall be processed through the Highway Commissioner with the cooperation of the Highway Committee. The Highway Commissioner shall review all proposed routes and identify any maintenance concerns, safety concerns and signage requirements for recommendations to the Highway Committee. Any County trunk highway or segment thereof not previously listed under this ordinance may be approved for the operation of ATV/UTV vehicles upon review and approval by the Highway Committee. County trunk highways that had prior approval of the Highway Committee may be recommended for removal by action of the Highway Committee. The Highway Committee shall then prepare an amendment to this chapter regarding any changes and forward it via an Ordinance Amendment to the County Board for approval. ATV/UTV routes located on County trunk highways located within the boundaries of the Lac du Flambeau Band of Lake Superior Indians reservation shall also require approval by Tribal authority.

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- i) **YEAR ROUND APPROVED COUNTY TRUNK HIGHWAY ATV/UTV ROUTES.** Vilas County authorizes the operation of ATV/UTV vehicles for year-round use on the following County Highway Segments:
- (1) County Trunk A. Beginning at the intersection with Hwy 17 and extending south and easterly approximately 8.66 miles to the Forest County Line, including all segments in the Town of Phelps.
 - (2) County Trunk B. Beginning at the intersection with Hwy 45 and extending westerly approximately 12.5 miles to the western boundary of the Town of Land O' Lakes including all segments.
 - (3) County Trunk E. Beginning at the intersection of Hwy 17 in the Town of Phelps and extending northwesterly approximately 8.53 miles to the intersection of Hwy 45, including all segments of in the Towns of Phelps and the Town of Land O' Lakes.
 - (4) County Trunk G. Beginning at the intersection with Hwy 45 and extending westerly approximately 11.1 miles to the intersection Peterson Road, including all segments of in the Town of Lincoln, Town of St. Germain and Town of Cloverland.
 - (5) County Trunk K. Beginning at the intersection with Hwy 45 and extending easterly approximately 8.8 miles to the intersection of County Hwy E. Including segments in the Towns of Conover and Phelps.
 - (6) County Trunk K. Beginning at the intersection with Hwy 45 and extending westerly approximately 5.62 miles to the western boundary of the Town of Conover, including segments in the Town of Conover.
 - (7) County Trunk S. Beginning at the intersection with County Hwy K and extending northerly approximately 8.98 miles to the intersection with County Hwy B, including segments in the Towns of Conover and Town of Land O'Lakes.
 - (8) County Trunk H. Beginning at the intersection with Hwy 70 and extending south approximately 0.14 miles to the Oneida County line, including all segments of County H in the Town of Cloverland and Town of Lincoln.
 - (9) County Trunk M. Beginning at the intersection with Hwy 51 and extending approximately 1.23 miles northeasterly to the eastern boundary of the Town of Arbor Vitae, including all segments in the Town of Arbor Vitae.
 - (10) County Trunk B. Beginning at eastern boundary of the Town of Presque Isle and the extending westerly approximately 11.8 miles to the Michigan State Border, including all segments in the Town of Presque Isle.
 - (11) County Trunk K. Beginning at the southern boundary of the Town Presque Isle and extending northwesterly approximately 0.3 miles to the western boundary of the Town of Presque Isle, including all segments in the Town of Presque Isle.
 - (12) County Trunk M. Beginning at the southern boundary of the Town Presque Isle and extending northerly approximately 1.45 miles to the intersection with County Trunk B, including all segments in the Town of Presque Isle.
 - (13) County Trunk P. Beginning at the intersection with County Trunk K and extending northerly approximately 7.2 miles to the intersection with County Trunk W, including all segments in the Town of Presque Isle

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(14) County Trunk W. Beginning at the western boundary of the Town Presque Isle and extending easterly approximately 3.9 miles to the intersection with County Trunk B, including all segments in the Town of Presque Isle.

- ii) *COUNTY TRUNK HIGHWAY ATV/UTV ROUTES APPROVED FOR SPECIFIC TERMS.* Vilas County authorizes the operation of ATV/UTV vehicles for use during defined terms on the following County Highway Segments:

None identified

b) **COUNTY FOREST ROADS**

[History: er. 8/2014; rev 2/2018 03; 9/2021 06]

Vilas County may authorize the operation of *ATV/UTV Vehicles on County Forest Roads.*

ATV/UTV Routes on County Forest Roads shall be processed through the Forestry, Recreation and Land Committee. Any use of County forest property will require a Land Use Agreement or amendment of current land use agreements and approval by the Committee.

Once the land use agreement is approved, the Committee will process a resolution for amendment of the Chapter to the Vilas County Board of Supervisors for approval.

i) **APPROVED COUNTY FOREST ROAD ATV/UTV ROUTES**

(1) Deep Lake Road

(a) a nine tenths (0.9) mile segment of County Forest Road known as Deep Lake Road, from the intersection of Croker Road in the Town of Lincoln, traveling west to the Town of Conover segment of Deep Lake Road, Vilas County, Wisconsin. This route also includes that segment of Deep Lake Road that has not been authorized as a County Forest Road

(b) a one and nine tenths (1.9) mile segment of County Forest road known as Pioneer Creek Trail, from the intersection of County Highway K traveling south and east to the junction of the existing trail, Town of Conover, Vilas County, Wisconsin.

(2) Mathwig Road

(a) a one and one tenth (1.1) mile segment of County Forest road known as Mathwig Road, from the intersection of Buckatabon Creek Trail traveling south to the Town of Conover segment of Mathwig Road, Vilas County, Wisconsin.

(3) Buckatabon Creek Trail

(a) an eight tenths (0.8) mile segment of County Forest Road known as Buckatabon Creek Trail, from the intersection of East Buckatabon Road traveling east to the intersection of the County owned segment of Mathwig Road, Town of Conover, Vilas County, Wisconsin.

(4) Heart Lake Road

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- (a) a two and one tenth (2.1) mile segment of Heart Lake Road from the intersection of CTH S traveling east to the Town of Conover segment of Heart Lake Road, Vilas County, Wisconsin.
 - (5) Pincherry Lake Road
 - (a) a three and six tenths (3.6) mile segment of County Forest Road known as Pincherry Lake Road, from the intersection of CTH G traveling southeast to the intersection with Mud Minnow Lake Fire Lane, Town of Cloverland, Vilas County, Wisconsin.
 - (6) Mud Minnow Lake Fire Lane
 - (a) a one and seven tenths (1.7) mile segment of County Forest Road known as Mud Minnow Lake Fire Lane from the intersection of Pincherry Lake Road traveling northeast to intersection with existing snowmobile trail, one tenth (0.1) mile south of intersection with CTH G, Town of Cloverland, Vilas County, Wisconsin.
 - (7) Snipe Lake Fire Lane
 - (a) a one and three tenths (1.3) mile segment of County Forest Road known as Snipe Lake Fire Lane from the intersection with Birchwood Drive traveling east to the intersection with Ewald Lake Road, Town of Cloverland, Vilas County, Wisconsin.
 - (b) a three and five tenths (3.5) mile segment of County Forest Road known as Snipe Lake Fire Lane from the intersection of Wilderness Road traveling west to the intersection of Ewald Lake Road, Town of Cloverland, Vilas County, Wisconsin. [rev. 2/2018-03]
 - (8) Ewald Lake Road
 - (a) a one and one tenth (1.1) mile segment of County Forest Road known as Ewald Lake Road from the intersection with Snipe Lake Fire Lane traveling northeast to the intersection with Pincherry Lake Road, Town of Cloverland, Vilas County, Wisconsin.
 - (9) Katie Lake Fire Lane
 - (a) a four and one tenth (4.1) mile segment of County Forest Road known as Katie Lake Fire Lane from the intersection of CTH G traveling east to the intersection with West Road, Town of Cloverland, Vilas County, Wisconsin.
 - (10) Wood Duck Lake Road
 - (a) a four and three tenths (4.3) mile segment of County Forest Road known as Wood Duck Lake Road from the intersection of Wilderness Road traveling west to the intersection of the Snipe Lake Fire Lane, Town of Cloverland, Vilas County, Wisconsin.
- c) Routes on Other Roads
 - (9) Gravel Pit Road, a 0.53 mile segment of County-owned road which passes across tax identification numbers #24-1312 & 24-1313, intersecting Birchwood Drive, Town of St. Germain, Vilas County, Wisconsin.

4) ATV/UTV ROUTES ON TOWN ROADWAYS

[rev: 9/2021 06]

Vilas County Townships may authorize the operation of ATV/UTV Vehicles on Town Roads. Route designation is an independent Town decision approved by a Town Resolution or Town Ordinance.

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Additions or Deletion of Town Roadway Routes or Accesses within the Chapter shall be processed through the Forestry, Recreation and Land Committee, by presentation of Town approved actions to the Committee.

Once the Town actions are reviewed and accepted at a Forestry, Recreation and Land Committee meeting, the Committee will process a resolution for amendment of the Chapter to the Vilas County Board of Supervisors for approval.

i) **Towns with actions to Authorize Town Roads for ATV/UTV Use Unless Otherwise Posted as Per Town Action**

City of Eagle River

Refer to Appendix 3A- ARTICLE VIII.- ALL-TERRAIN VEHICLE TRAILS AND ROUTES, Sec. 86-321

All municipal roads, alleyways and transportation corridors within the city are designated as ATV/UTV routes/trails except the following:

- (1) Cannot cross the intersection at Sundstein and State Highway 70.
- (2) Pleasure Island Road one way segment from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. on school days.
- (3) Designated Bike Trail on Railroad Street South from STH 70 to Fern St and the entire railroad grade from Fern St South to city limits.
- (4) Forrest Street from Division Street to STH 70.
- (5) Off road access to the Golf Course off McKinley.
- (6) Designated Bike Trail from Maple Street to Sheridan Street running parallel with Silver Lake Road.
- (7) Designated Bike Trail through the leased parking lots behind computer number 221-1020 (5-1) legally described as Section 33 Town 40 Range 10 PRT NE NW EXC 470-643 behind the Historic Train Depot and the municipal parking lot directly to south of Wall Street.
- (8) Michigan Street from Illinois Street north to Mill Street.
- (9) Any other streets, roadways, alleyways and transportation segments as designated with a no ATV/UTV signage as determined by the police chief, public works foreman or common council.

Town of Conover

Refer to Appendix 3B- Ordinance 133-19, Chapter 7- Traffic Code Amended- Town of Conover, State of Wisconsin, Vilas County

All Town of Conover roads are open as ATV/UTV unless posted with the exception of any road unsuitable at the discretion of the Town Board

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Town of Cloverland

Refer to Appendix 3C- Ordinance #24.1a, ATV/UTV Route Ordinance for Town of Cloverland, Vilas County, Wisconsin

All Town of Cloverland roads are designated and signed as ATV/UTV routes.

Town of Washington

Refer to Appendix 3D- Town of Washington Code of Ordinances Chapter 2- All-Terrain Vehicle Route Ordinance- Revised December 4, 2017

All Town of Washington roads may be used for ATV/UTV routes apart from any road unsuitable at the discretion of the Town Board.

Town of Lincoln

Refer to Appendix 3E- Ordinance No. 2015-01 ATV/UTV Route Ordinance for Town of Lincoln, Vilas County, Wisconsin

All town of Lincoln roads are designated and signed as ATV/UTV routes.

Town of Phelps

Refer to Appendix 3G- Ordinance 2016-3, Amended 07/08/2020, ATV/UTV/Equestrian Trails and Routes

All Town of Phelps roads may be used for ATV/UTV usage, with the exception of any road or road segment deemed unsuitable at the discretion of the Phelps Town Board.

All ATV/UTV trails/routes shall be open from May 1- October 31, unless otherwise posted or until Vilas County creates a county wide season.

Travel on Millerville Ln, Big Sand Lake Boat Landing Rd, and Grosser Ln is Permitted outside of those dates to access a lake for ice fishing.

Town of Presque Isle

Refer to Appendix 3I- Ordinance Chapter 500, Subchapter 502, Town of Presque Isle, Vilas County, Wisconsin

“except otherwise provided in s.23.33(4), Wis. Stats., persons may operate an all-terrain or utility terrain vehicle on any road, freeway, highway and designated parking lots on Town properties.”

- ii) **Town Roads Authorized for ATV/UTV Use Only Between May 1st and October 31st Unless Otherwise Posted as Per Town Actions**

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Town of St. Germain

Refer to Appendix 3I- Chapter 30- ATV/UTV Route Ordinance- Re-adopted without revisions
August 19, 2019

All ATV/UTV routes and trails are open from May 1st to October 31st.

Town of St. Germain

Refer to Appendix 3I- Chapter 30-ATV/UTV Route Ordinance

“All town roads are designated as ATV/UTV routes. ATV/UTVs are not allowed on any other Town property except for parking lots and designated trails. ATV/UTVs are not allowed to ride in the right-of-way of town roads except for the south side of Kurtzwell Road in the Town of St. Germain.”

“All ATV/UTV routes and trails are open from May 1st through October 31st.”

Town of Arbor Vitae

Refer to Appendix 3J- Amendment to Ordinance #306-3- Designation of All-Terrain Vehicle Routes

“All town roads will be open to All-Terrain Vehicles unless otherwise posted.”

Town of Land O’ Lakes

Refer to Appendix 3F- Town of Land O’ Lakes All-Terrain Vehicle (And Utility Terrain Vehicle Route & Trail Ordinance #2017-4

All Town of Land O’ Lakes roads may be used for all-terrain vehicle (and utility terrain vehicles) usage, with the exception of any road or road segment deemed unsuitable at the discretion of the Land O’ Lakes Town Board.

Amendment to ordinance

“All all-terrain vehicle (and utility terrain vehicle) preferred routes and trails will be open from May 1st to October 31st.”

iii) **No Town Roads Authorized for ATV/UTV Use**

Town of Manitowish Waters

Town of Boulder Junction

Town of Plum Lake

Town of Lac du Flambeau

Town of Winchester (original action rescinded-5/3/2021)

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These Towns do not authorize ATV/UTV Use on any Town Roadways, please contact the Town offices for additional information.

- c) ***MAINTENANCE OF OFFICIAL MAPS AND AGREEMENTS.*** The Department will maintain official maps and resolutions for approved routes which meet the requirement of the Chapter.

26.09 SNOWMOBILE TRAILS AND ROUTES

[rev: 9/2021 06]

1) EXCEPTIONS ON RESERVATION LANDS.

- a) No sections of 26.09 may be enforceable for Tribal members operating any snowmobile within the Reservation. . In regards to snowmobile operation, on the reservation, Tribal members are not subject to DNR or County regulations but may be subject to penalties as identified in Tribal rules, laws and ordinances and Federal law. People that are not Tribal members may be subject to penalties as identified by Tribal ordinances, Federal law, DNR regulation and the Chapter as determined by the appropriate officials

2) OFFICIAL SNOWMOBILE TRAILS.

STATE FUNDED SNOWMOBILE TRAILS

- a) **GRANT FUNDING.** The Department will sponsor grant funding upon request and will assist trail clubs with grant applications related to establishment and maintenance of official Snowmobile trails. Official trails must meet specifications for State funding as identified in grant requirements. Grant funding may include but not be limited to State and Federal grant programs.

b) AGREEMENTS REQUIRED.

- i) **LAND USE AGREEMENTS REQUIRED.** Prior to acceptance as an official Snowmobile trail or route and prior to County assistance with grant funding, trails on Vilas County Lands, State Lands, Federal Lands and within the Reservation shall be authorized by appropriate agency through a land use agreement with the operating club for such use. If the trail is proposed to be situated on County highway right-of-way, land use agreements shall be in cooperation with and the approval of the Vilas County Highway Committee. All trail designations on County lands shall be consistent with the Vilas County Forest Comprehensive Land Use Plan. **Standard County Land Use Agreements can be found in Appendix 2. Other agencies have their independent requirements for land use agreements and processing requirements.**
- ii) **EASEMENTS** All Snowmobile trails shall have a written easement, verbal easement or land use agreement between the operating trail club and the landowner or managing agency All easements must be reviewed and approved the landowner either as a written agreement or verified verbally. Easements shall be certified by the operating trail club annually in the trail maintenance agreement.
- iii) **TRAIL MAINTENANCE AGREEMENT.** Trail clubs shall maintain an annual maintenance agreement with Vilas County. Annual. maintenance agreements shall define the managing trail club as “the operator” of the trail segments. All maintenance agreements will include a requirement for liability insurance provided by the managing Trail club, naming Vilas County as an additional insured. Any and all trail maintenance agreements must be approved by the

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Committee with signature of the Committee Chair. **Standard Snowmobile Operations and Maintenance Agreements can be found in Appendix 2B.**

- c) ***LIABILITY.*** Annual maintenance agreements shall list parcel identification numbers for all lands. this requirement will provide protections to the landowners under Wisconsin Recreation Laws. All land parcel identification numbers shall also be designated by the operating trail club under their annual liability insurance policy to protect landowners. Trails sponsored by Vilas County in grant application shall also have Vilas County named as additional insured with a certificate filed and maintained by the Department.
- d) ***MAINTENANCE OF OFFICIAL MAPS AND AGREEMENTS*** The department will maintain official maps and agreements for State Funded Snowmobile trails which meet the requirement of the Chapter.
- e) ***PLANNED TRAIL SEASON.*** December 1st through December 31st and January 1st through March 31st of any year, depending upon weather, trail conditions and Committee consideration of Wisconsin Deer Hunting safety issues. Actual trail season will be determined by official opening and closing announcements based upon adequate trail operating and environmental conditions as determined by Trail Clubs, the Vilas County Snowmobile Alliance and the Department.
- f) ***TRAIL MAINTENANCE SEASON FOR SHARED USE TRAILS.*** Snowmobile Clubs that share trails with other users shall complete maintenance and rehabilitation on shared trails between November 16th of any year and April 14th of the following year, depending upon weather and trail conditions. Trail maintenance activity is subject to coordination of the landowner and or land manager for all lands crossed. Maintenance of shared use trails outside of the defined season shall be coordinated by direct contact with the trail clubs that share the particular trail prior to any on-trail activity.
- g) ***TURNOVER FOR SHARED USE TRAILS.*** All Snowmobile clubs that share trails with ATV/UTV Clubs shall attend mandatory turnover meetings between ATV/UTV and Snowmobile Clubs on the third Tuesday in April and the Second Tuesday in November of each year. These mandatory meetings will focus on issues that need to be resolved prior to turnover of the trails to the other user groups. Official turnover date of shared use trail segments shall be determined by consensus of the trail clubs in attendance. Any conflict arising from shared trail use will be resolved through action of the Committee.
- h) ***TRAIL OPENING.*** Trail opening prior to completion of annual Deer Hunts will require Committee approval for each specific year. Authorization will be made by Vilas County any time after December 1st of any year, to sanction use of Snowmobile trails within the county upon receipt of certification forms from trail clubs and confirmation of a vote of the Vilas County Snowmobile Alliance that safe and maintainable trail conditions exist. The Committee will approve opening dates following inspections by the department to confirm the certifications and ensure that environmental conditions allow sustainable operation of the trails. Trail opening will be completed with approval of the Committee and provision of a Public Service Announcement by the Department through local media outlets to sanction trail opening on specific dates and at a certain time.
- i) ***TRAIL CLOSURE.*** Authorization will be made by Vilas County to sanction closure of Snowmobile trails within the county upon confirmation of a vote of the Vilas County Snowmobile Alliance that trail conditions are deteriorating resulting in unsafe and unmaintainable trail surfaces or upon reaching March 31st of each year, whichever is earlier. Closure of trail segments or trail

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sections may be completed by the Committee from inspections which identify safety issues, conflicting uses which provide for unsafe operation of the trail or for environmental and resource degradation resulting from trail operation or inadequate trail maintenance. Trail closures will be completed with approval of the Committee and provision of a Public Service Announcement by the Department through local media outlets to sanction closing of trails on a specific date and at a certain time.

- 2) **CLUB FUNDED TRAILS**. Trails that do not meet specification to be state funded can be operated and maintained with private club funding. Vilas County does not sponsor or provide funding for Club trails. It is recommended that the club operating a club funded trail should maintain both easements and liability policies which protect landowners in all cases.
- 3) **SNOWMOBILE TRAILS AND ROUTES WITHIN THE RESERVATION BOUNDARY**- Under a land use agreement dated December 2, 2020 and effective until December 4, 2030, between the Tribe and the Northern Hornshoe Snowmobile Club the following snowmobile trails are allowed on the Reservation: (see **Appendix 5- Lac du Flambeau Band of Lake Superior Chippewa Indians Vilas County Snowmobile Trail Land Use Property Listing 11/4/2020**)
- 4) **SNOWMOBILE ROUTES**- Snowmobile trail clubs and other interested parties can request the use of roadways, roadway shoulders and rights-of-way from the County, Towns and the State of Wisconsin depending limitations of roadways. The Department shall be the agency for maintenance of official Snowmobile route maps which meet the requirement of the Chapter.

a) **SNOWMOBILE ROUTES ON COUNTY ROADWAYS**

Snowmobile trail clubs can request the use of roadways from the County depending upon road conditions and speed limits. An established Snowmobile club must request the route use through the Department. Any use of County property, including use of rights of way or travel on the paved surface will require a land use agreement approved by the appropriate Committee of jurisdiction. Land Use agreements will be drafted and presented by the Department and processed through the appropriate County Committees. Under the land use agreement, the operating Snowmobile club shall provide for insurance coverage and maintenance as may be required by the Committee of jurisdiction.

b) **COUNTY TRUNK HIGHWAYS**

Snowmobiles may operate on all Vilas County Trunk Highway Right-of-Ways and shoulders to provide access between a residence or place of domicile and any officially established snowmobile trails.

Vilas County may authorize the operation of Snowmobiles on County Trunk Highways.

Snowmobile Routes on County trunk highways shall be processed through the Highway Commissioner with the cooperation of the Highway Committee. The Highway Commissioner shall review all proposed routes and identify any maintenance concerns, safety concerns and signage requirements for recommendations to the Highway Committee. Any County trunk highway or segment thereof not previously listed under this ordinance may be approved for the operation of

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Snowmobiles upon review and approval by the Highway Committee. County trunk highways that had prior approval of the Highway Committee may be recommended for removal by action of the Highway Committee. The Highway Committee shall then prepare an amendment to this chapter regarding any changes and forward it via an Ordinance Amendment to the County Board for approval. Snowmobile routes located on County trunk highways located within the boundaries of the Lac du Flambeau Band of Lake Superior Indians reservation shall also require approval by Tribal authority.

i) **APPROVED COUNTY TRUNK HIGHWAY SNOWMOBILE ROUTES ON RIGHTS OF WAY.** Operation of snowmobiles are authorized on the following County Highway Rights-of-Way and land use permits will be in place (Appendix 3- Land Use Permits):

- (1) County M from County K South to Marsh Rd- appx. 2,550 ft.
- (2) County M from County K North to High Fish Trap Lk. Rd- appx. 4,560 ft.
- (3) County K from Hwy 45 West to Burnt Bridge- appx. 20,040 feet
- (4) County K from Muskrat Creek Rd. east appx. 2,230 feet crossing Pioneer Creek
- (5) County G, 4 segments between Pickerel Lake Rd and Katie Lake Game Trail- appx. 2,900 feet
- (6) County D, 2 segments between Pokegama Lake Trail and Raven Lake Rd.- appx. 2,460 feet
- (7) County F, 3 segments between Hwy. 47 and Paradise Bay Lane- appx. 6,800 feet
- (8) County E from Hwy. 45 east 5,900 feet to a trail intersection going north
- (9) County B from Hwy. 45 west 1,830 feet to Oak Street
- (10) County B from Carlson Road west 6,300 feet to a diverging trail
- (11) County E from Papoose Creek Bridge East 1,900 feet to a diverging trail
- (12) County W from Manitowish River Bridge South 2,000 feet to a diverging trail
- (13) County E, 2 segments between Highway 17 and County K-approx. 950 feet
- (14) County B, 4 segments starting from 1,800 feet East of Intersection with County M and extending 39,900 feet West to a point 1,800 feet west of E. Amour Rd.
- (15) County W from Riverside Rd. East 24,000 feet to E. Birch Lake Rd.
- (16) County H in the Town of Cloverland, 1 segment starting at Highway 70 and extending approximately 720 feet south to the Oneida County Line.

c) **COUNTY FOREST ROADS**

[rev: 9/21 06]

Vilas County may authorize the operation of Snowmobiles on County Forest Roads

Snowmobile Routes on County Forest Roads shall be processed through the Forestry, Recreation and Land Committee. Any use of County forest property will require a land use agreement or amendment of current land use agreements and approval by the Committee.

Once the land use agreement is approved, the Committee will process a resolution for amendment of the Chapter to the Vilas County Board of Supervisors for approval

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- i) **APPROVED COUNTY FOREST ROADS** Operation of snowmobiles are authorized on the following County Forest Roads (Appendix 3- Land Use Permits):
- ii)
- (1) Deep Lake Road
 - (a) a nine tenths (0.9) mile segment of County Forest road known as Deep Lake Road, from the intersection of Croker Road in the Town of Lincoln, traveling west to the Town of Conover segment of Deep Lake Road, Vilas County, Wisconsin.
 - (2) Mathwig Road
 - (a) a one and one tenth (1.1) mile segment of County Forest road known as Mathwig Road, from the intersection of Buckatabon Creek Trail traveling south to the Town of Conover segment of Mathwig Road, Vilas County, Wisconsin.
 - (3) Buckatabon Creek Trail
 - (a) an eight tenths (0.8) mile segment of County Forest road known as Buckatabon Creek Trail, from the intersection of East Buckatabon Road traveling east to the intersection of the County owned segment of Mathwig Road, Town of Conover, Vilas County, Wisconsin.
 - (4) Heart Lake Road
 - (a) a two and one tenth (2.1) mile segment of Heart Lake Road from the intersection of CTH S traveling east to the Town of Conover segment of Heart Lake Road, Vilas County, Wisconsin.
 - (5) Pincherry Lake Road
 - (a) a three and six tenths (3.6) mile segment of County Forest Road known as Pincherry Lake Road, from the intersection of CTH G traveling southeast to the intersection with Mud Minnow Lake Fire Lane, Town of Cloverland, Vilas County, Wisconsin.
 - (6) Mud Minnow Lake Fire Lane
 - (a) a one and seven tenths (1.7) mile segment of County Forest Road known as Mud Minnow Lake Fire Lane from the intersection of Pincherry Lake Road traveling northeast to intersection with existing snowmobile trail, one tenth (0.1) mile south of intersection with CTH G, Town of Cloverland, Vilas County, Wisconsin.
 - (7) Snipe Lake Fire Lane
 - (a) a one and three tenths (1.3) mile segment of County Forest Road known as Snipe Lake Fire Lane from the intersection with Birchwood Drive traveling east to the intersection with Ewald Lake Road, Town of Cloverland, Vilas County, Wisconsin.
 - (8) Ewald Lake Road
 - (a) a one and one tenth (1.1) mile segment of County Forest Road known as Ewald Lake Road from the intersection with Snipe Lake Fire Lane traveling northeast to the intersection with Pincherry Lake Road, Town of Cloverland, Vilas County, Wisconsin.
 - (9) Katie Lake Fire Lane
 - (a) a four and one tenth (4.1) mile segment of County Forest Road known as Katie Lake Fire Lane from the intersection of CTH G traveling east to the intersection with West Road, Town of Cloverland, Vilas County, Wisconsin.
- c) Routes on Other Roads

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- (1) Gravel Pit Road, a 0.53 mile segment of County-owned road which passes across tax identification numbers #24-1312 & 24-1313, intersecting Birchwood Drive, Town of St. Germain, Vilas County, Wisconsin.

5) SNOWMOBILE ACCESS AND ROUTES ON TOWN ROADWAYS

[rev: 9/2021 06]

Vilas County Townships may authorize the operation of Snowmobiles on Town Roads. Route designation is an independent Town decision approved by a Town Resolution or Town Ordinance.

Additions or Deletion of Town Roadway Routes or Accesses within the Chapter shall be processed through the Forestry, Recreation and Land Committee, by presentation of Town approved actions to the Committee.

Once the Town actions are reviewed and accepted at a Forestry, Recreation and Land Committee meeting, the Committee will process a resolution for amendment of the Chapter to the Vilas County Board of Supervisors for approval.

a) Snowmobile Access for Residents and Lodging on Town Roads

The intent of these local ordinances is to provide a means for persons to travel on Town roadways or roadway shoulders from a residence or lodging establishment via the shortest distance to access a snowmobile trail or route. The following identifies municipality actions for access within the municipality.

City of Eagle River

Refer to Appendix 3AA

Town of Conover

Refer to Appendix 3BB- No. 096-1 Snowmobile Access Ordinance 7.04(a)

“all roadways or shoulders except Highway 45, County Highway K and County Highway S”

Town of Cloverland

Refer to Appendix 3CC- Snowmobile Access- Ordinance 10.01, Town of Cloverland

“This ordinance designates the (all?) roadways and/or shoulders of highways for snowmobile travel”

Town of Washington

Refer to Appendix 3DD- Chapter 4 Snowmobile Access Ordinance

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“Residents of the town and their guests and registered guests of lodging establishments in the town are authorized to operate snowmobiles on roads within the town that are not designated as snowmobile routes for the sole purpose of accessing the snowmobile route or snowmobile trail nearest the residence or registered guest’s place of lodging by way of the shortest available route to the nearest snowmobile route or trail.”

Town of Lincoln

Refer to Appendix 3EE- Town of Lincoln, Snowmobile Access Ordinance 98.05

“All roadways or shoulders in the Town of Lincoln are designated as snowmobile access routes except the following:

1. Any roadways designated as “snowmobile routes” by the Town of Lincoln under ordinance 89-03.
2. U.S. Hwy. 45 North and south, State Highways 70 and 17 and County Hwy G.”

Town of Land O’ Lakes

Refer to Appendix 3FF- Town of Land O’ Lakes, Snowmobile Access Ordinance #96-1

“Persons shall for the purpose of this ordinance use all roadways within the Town of Land O’ Lakes with the exception of US Highway 45.”

Town of Phelps

Refer to Appendix 3GG- Ordinance 96.6, Allowing Snowmobile Access from a Residence or Lodging Establishment to a snowmobile Route or Trail

“This ordinance designates all highways, roadways, streets and alleys and/or shoulders thereof, located in the Township of Phelps, as specific highways for snowmobile travel by persons residing in or staying at a lodging establishment within the limits of the Town of Phelps, Vilas County, Wisconsin”

Town of Winchester

Refer to Appendix 3HH- Town of Winchester, Snowmobile Ordinance, Ordinance 2-99

“the provisions of this ordinance shall apply to all named town roads in the Town of Winchester that have been designated routes to be used by all snowmobiles only for access to and from snowmobile trails filed with the Department of natural Resources, State of Wisconsin, pursuant to Section 350.047 Wisconsin Statutes”

Town of St. Germain

Refer to Appendix 3II- St. Germain Snowmobile Access Ordinance #10-96-2

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“This ordinance designates the roadways and/or shoulders of highways for snowmobile travel by persons residing in or staying at lodging establishments within the limits of the Town of St. Germain, Vilas County, Wisconsin”

Town of Arbor Vitae

Refer to Appendix 3JJ- Town of Arbor Vitae, Ordinance #3-02, snowmobile Access

“3.A. All towns roadways or shoulders of such roadways not designated as snowmobile trail routes with the exception of State Highways.”

Town of Manitowish Waters

Refer to Appendix 3KK- Chapter 331, Vehicles and Traffic (Adopted by the Town Board of Town of Manitowish Waters as Ch. 7 of 2001 Code.)

F.(2) “The provisions of this subsection F shall apply to all Town roads that have been designated and marked pursuant to orders to the Town Board for use by snowmobiles. A list of such roads has been filed with the Department of Natural Resources pursuant to Stats 350.047. **The only road not to be used for snowmobiling in the Town shall be Tower Road**”

Town of Presque Isle

Refer to Appendix 3LL- Town of Presque Isle Subchapter 504, Snowmobiles 504.03.Local Ordinance (2)

“Local Snowmobile Access Roads”

“All Town roads not designated as snowmobile routes”

County Highway P from Crab Lake Road north to the snowmobile trail spur just north of Katinka Lake Road”

Town of Boulder Junction

No snowmobile access ordinance in effect, snowmobiles must utilize designated routes.

Town of Plum Lake

Refer to Appendix 3NN Town of Plum Lake Ordinance 97-1 Snowmobile Access

Town of Lac du Flambeau

Refer to Appendix 3OO- Ordinance 96-01, Ordinance Regulating Snowmobile Access- Town of Lac du Flambeau

“A. All Town Roadways or shoulders of such roadways not designated as snowmobile trail routes.
B. County Trunk Highways D, F and H
C. State Trunk Highway 47
D. State Trunk Highway 70”

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b) **SPECIFIC TOWN ROADS OPEN TO SNOWMOBILES BY TOWN ORDINANCE FROM OPENING OF PUBLIC USE SNOWMOBILE TRAIL SYSTEM TO CLOSE OF SEASON EACH YEAR**

City of Eagle River

Refer to Appendix 3AA

Town of Washington

Refer to Appendix 3DDD- Chapter 4 Snowmobile Route Ordinance

The Town of Washington has authorized the operation of Snowmobiles on the following routes in the town:

- Deerview Lane
- Columbus Rd. from Shangri La Rd, West approximately ½ mile
- Shangri La Rd from Columbus Rd, east approximately ½ mile to Hwy 17
- Shangri La Rd from trail intersection, west approximately 0.1 mile to Hwy 17
- North Military Rd from Hwy 70, north ¼ mile
- South Anvil Lake Rd.
- Bald Eagle Ln from South Anvil Lake Rd, south approximately 300 ft. from Hwy 70
- East Anvil Lake Rd from fire numbers 1941/1943 south to approximately 300 ft. from Hwy 70
- Town Line Rd from Hwy 70 south to Twelve Pines
- East Dollar Lake Rd from Chanticleer Inn entrance, west to the Town boundary line
- Eagle Lake Boat Landing Road from Eagle Lake, north to Chain O’Lakes Rd
- Chain O’ Lakes Rd from Hwy 45, east to Wild Eagle Lodge
- Town Hall Rd from ¼ mile north of Chain O’ Lakes Rd, north to approximately 150 ft. from Deerskin Rd intersection
- Eagle Waters Rd. from Eagle Waters Resort to Golf View Rd.
- Scattering Rice Lake Rd from Eagle Waters Rd to Range line Rd.
- West Carpenter Lake Rd from Grandpa Graham Trail south to Hwy 70
- Golf View Rd from Lake Forest Resort to Eagle Waters Rd
- Nine Mile Rd from intersection of FR 2437, east to Military Rd.
- Military Rd from the intersection of Nine Mile Rd, south ¼ mile to the intersection of the Three Lakes snowmobile trail.

Town of Lincoln

Refer to Appendix 3EEE- Town of Lincoln Ordinance No. 89-03, Snowmobile Ordinance

“1. That the following streets or roads are designated as snowmobile access routes:

- A. Adams Road- From County Highway G South 500 feet.

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- B. Croker Road- From Croker Lane to Deep Lake Road.
- C. Bloom Road- From the first crossing of Mud Creek to the driveway at Fire #537.
- D. Bloom Road- From Trail #10 to Wall Street
- E. Overlook Drive- From Highway 70 East 200 feet.
- F. Spruce Land- Fromm Bloom Road to Highway 45 South.
- G. Willow Road- From Loon Lake Road to the junction with Trail #13 S.
- H. Pine Lane- From Bloom Road to Taylor lake Road.
- I. Taylor Lake Road- From Highway 70 to turn off to Braywood Motel”

“Amendment #3

- A. Wall Street from the intersection with Bloom Road to Capich Drive”

“Amendment #4

- A. Catfish Lake Road from the Snowmobile trail on Highway 70 East, approximately 900 feet, the South end of the parking lot at the Pasta Cottage”

“Amendment #5

- 1. From a point located 65 yards South of County Trunk K Highway G to a point 10 yards South of Dyer Farm Road, being a total of approximately 275 yards”
- 2. From the Eagle River city Limits running South to a point located 125 feet South of the South end of the driveway to the Lincoln Community Center”

“Amendment #6

- 1. Adams Road- From a point 10 yards South of Dyer Farm Road to County Highway G.
- 2. Braywood Lane- From Catfish lake Road to the shore of Catfish Lake, being the entire road.”

“Amendment #7

- 1. White Pine Drive- From Wall Street to Shooters Bar at #1295 White Pine Drive.”

“Amendment #8

- 1. Sundstein Road- From a point located 125 feet South of the South end of the driveway to the Lincoln Community Center running South approximately 1.6 miles to the Southeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4, Township 39 North, Range 10 East.

Sundstein Road- From the intersection with Highway 17 South running Easterly approximately 0.5 miles to the Southwest corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, Township 39 North, Range 10 East”

“ Amendment #9

Adams Road- From the intersection with County Trunk Highway G running northerly approximately 2.02 miles to the northerly terminus of Adams Rd.”

“Amendment #10

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Bloom Road- From the intersection with Spruce Lane running North to the intersection with Pine Lane.”

Town of Land O’ Lakes

Refer to Appendix 3FFF- Town of Land O’ Lakes, Snowmobile Vehicle Route Ordinance #2008-2

“The following routes are designated snowmobile routes in the town:

- Wood Lake Road to Forest Lake Road to Old B to Indian Lake Road to Tower Lake Road to Nine Web
- Thousand Island Lake Rd- County B to the Michigan border
- Spring Creek Rd- County B to County B
- South Crystal Lake Road- Crystal Lake Road to Fire #3796
- Oak Street from Bell-Air Motel to Citgo gas station
- Forest Road- Big Portage Lake Rd to Carlson Rd
- Helen Creek Rd off County B to Bents Camp
- Little Portage Lake Rd from Fire No. 6248 to Fire No. 6171 Little Portage lake Rd
- Clair Fire Rd- County S to Marshall Lake Rd.
- Indian Lake Rd from White spruce Fire Lane to White Squaw Lake Rd.”

Town of Phelps

Refer to Appendix 3GGG- 97-1, Snowmobile Ordinance, Town of Phelps

“Now, therefore, the Town Board of the Town of Phelps, Vilas County, Wisconsin, does ordain as follows:

1. That the following streets or roads are designated as snowmobile access routes
 - Pillsbury Lane (.02 miles)
 - Schroeder from Pillsbury to Pawer Line (FR2573) (.05 miles)
 - St. Louis From (FR2533 to Deerskin) (.8 miles)
 - Deerskin from St. Louis to Joseph Wisniewski Residence (.2 miles)
 - Deerskin From End of Trail to Northern Exposure (.4 miles)
 - Tower Road from Highway 17 to Cemetery Entrance (.5 miles)
 - Davies Road from Bill Davies Driveway to Shooting Range Road (.5 miles)
 - Gravel Pit Road Between the Two Trail Entrances (.8 miles)
 - Big Sand Lake Road Between the Airport and TR-12-36 (.1 miles)
2. No other Town roads shall be used as snowmobile routes.

Town of Winchester

Refer to Appendix 3HH- Town of Winchester, Snowmobile Ordinance, Ordinance 2-99

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Town of St. Germain

Refer to Appendix 3III- St. Germain, Ordinance No S-2, An Ordinance to Regulate Snowmobiling Upon the Town Roads of St. Germain Township, Vilas County, Wisconsin

“The provisions of this ordinance shall apply to all Town Roads in the Town of St. Germain that have been designated and marked pursuant to orders of the Town Board of St. Germain for Use by snowmobiles. A list of the said roads has been filed with the Department of Natural Resources, State of Wisconsin, pursuant to Section 350.047 Wisconsin Statutes.”

Listing includes:

- Big St. Germain Drive from Hwy 155, 2.4 miles
- Birch Spring Drive, entire length of road (2.3 miles)
- Birchwood Drive, .9 mile between Snipe Lake & Idle Hours' Drive
- Birchwood, From Hwy 155 to Tobin Lang Road
- Border Creek Road, from Hwy 70 W 1.4 miles
- Dead Man's Gulch Road, From Hwy 155 2.4 miles
- Dogwood Drive, Entire length of road
- Found Lake Road, From Lost Lake Dr. South to Little Bass Lake Road
- Hermanson Road, 01 mil of road beginning .8 miles from Hwy C
- Kurtzweil Road, From Hwy 155 .1 mile to Plum Creek Ave.
- Lake Content Drive, from Hwy 70 W- 0.1 mile
- Lake Content Drive, From Hwy 70 0.1 mile
- Little Bass Lake Road, From Found Lake Road, 0.3 mile
- Lollycoogan Lane, Hwy 155 to county C
- Lost Creek Road, From Big St. Germain Drive, 0.2 mile
- Lost Lake Drive North, From Birch Springs Dr. 0.9 mile to Fire #8003 (Doorway)
- Lost Lake Drive South, Southern Hwy 155 access. 0.3 miles to Fire #8120 (Murmuring Waters)
- Maplewood Drive, starting 0.2 miles in from Hwy 155 and continuing 0.1 miles
- Muskellunge Creek Road, entire length of road (1.9 miles)
- Normandy Court Road, From Hwy 70W to South Shore Dr. 0.5 miles
- Old Hwy 70 Road, Hwy 70 E. 0.8 miles to Birchwood Dr.
- Old Hwy C, From County HWY C, 0.2 miles
- Peducort Road, From Highway 155, 0.9 mile
- Plum Creek Ave, From Kurtzweil Road, 0.4 mile
- School Road, From Hwy 155, appx. 100 ft
- Shields Road, entire length of road (2 miles)
- Sixteen Road, From Big St. Germain Dr., 1.2 miles
- South Shore Drive, Normandy Court to Fire #1537, appx. 50 yds.
- Tobin Lange Road, from Birchwood Drive, 0.2 miles

Town of Arbor Vitae

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Refer to Appendix 3JJJ- Arbor Vitae Action Identifying Snowmobile Routes

Snowmobile operation and trail routes are authorized on the following roadways:

- Airport Road, All from Hwy 51 west to Towanda Road.
- Arnett Rd., All
- Arrowhead Drive, one block from Lake trail to trail going east.
- Big Arbor Vitae Drive, all of road until such a time as the lake is safe to be traveled. After the lake is frozen the travel area will be from Arbor Vitae Trailer Resort west to the Town property west of the Johnson property. Also, from the Big Arbor Vitae road west to the junction of trail along Hwy 70.
- Buckhorn Road, Ingress and Egress to Vandercook Road.
- Country Lane, East from Arnett Rd. to Woodruff/Oneida County Line.
- Day lake Road, From Hwy 51 to the Boulder Junction town line.
- Hall Road, From the northeastern Airport property west and south to Mattke Rd.
- Lemma Creek Road, From Hwy 51 to exit at Brandy Park (west side)
- Mattke Rd., All
- North Farming Road, From Hwy 51 west to the junction with Schuman Road and Old 51 road bed north to Schuman Road junction
- Schuman Road, From Schuman Road and North Farming Road junction approximately on block to trail exit
- Swenson Road, From Lemma creek Rd. to the entrance of Culver's Restaurant.
- Terry Drive, From Hwy 51 through Plantation subdivision to Wendy Drive.
- Twoanda Drive, From Airport Road north to exit at power lines.
- Vandercook Road, All
- Walck Road, eastern most one half block
- Wallace Road, From Brandy Amoco west to Brandy Park Trail at north end of Swenson Rd. (not Swenson Road)
- Wendy Drive, From Terry Drive to Hwy 70 East
- Little Arbor Vitae Drive, From Hwy 70 East to Little Arbor Vitae Resort
- Old Hwy 51, From Hwy 51 to Buckhorn Road.

Town of Manitowish Waters

Refer to Appendix 3K- Chapter 331, Vehicles and Traffic (Adopted by the Town Board of Town of Manitowish Waters as Ch. 7 of 2001 Code.)

F.(2) "The provisions of this subsection F shall apply to all Town roads that have been designated and marked pursuant to orders to the Town Board for use by snowmobiles. A list of such roads has been filed with the Department of Natural Resources pursuant to Stats 350.047. The only road not to be used for snowmobiling in the Town shall be Tower Road"

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Town of Presque Isle

Refer to Appendix 3LL- Town of Presque Isle Subchapter 504, Snowmobiles 504.03.Local Ordinance (1) Snowmobile Routes:

“The following town roads and highways within the township shall be designated and marked for snowmobile travel as snowmobile routes according to NR 50.10(3)1.c.

- Katinnka Lake Road
- West Van Vliet Road
- Round Lake Road
- Bay View Road
- Crab Lake Road
- Kitten Lane
- Old W Road
- Papoose Landing Rd.
- Lower Papoose Lake Rd.
- Pomeroy Lake Road
- Wildcat Road
- Lynx lake Road
- South Crab Lake Rd
- Casper Road
- **County Highway P** from Crab Lake Road to Papoose Landing Road

Town of Boulder Junction

Refer to Appendix 3MMM- Town of Boulder Junction Ordinance 3-71, Amendments

“1. That the following streets or roads are designated as snowmobile access routes:

- A. The south 200 feet of Ada Street
 - B. B. That part of Eilo Street which lies between Ada Street and Blueberry Lane.
 - C. That part of Blueberry Lane which lies north of Eilo Street.”
- Amendment #1
- D. All of Harmony Point Road from Highway 51 to the end of the road.
- Amendment #2
- E. That part of Rudolph Lake Road which lies in Section 26, Township 42 North, Range 6 East.
 - F. That part of Street Lake Road which lies in Section 26, Township 42 North, Range 6 East
 - G. That part of Old Highway 51 which lies in Section 1, Township 41 North, Range 6 East
 - H. That part of North White Sand Lake Road which lies in Sections 25,26,27, Township 42 North, Range 7 East
 - I. That part of Nixon Lake Road which lies in Sections 24 and 25, Township 42 North, Range 7 East.

Amendment #3

- J. All of Little Rice Lane

Amendment #4

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- K. That part of Wool Lake Lane which lies between Peter Kable's driveway and the easement road leading to the Ray Dehmer and John Henke property in Section 13, Township 42 North, Range 6 East

Amendment #5

- L. That part of Wool Lake Lane which lies between Peter Kable's driveway and the easement driveway to Duane Horstman (formerly Ted Berch) property in Section 13, Township 42 North, Range 6 East

Amendment #6

- M. That part of Oswego Fishtrap Road which extends from a point 100 feet west of Ed Walter's north-south lot line in an easterly direction to the termination of said road and lying in an easterly direction to the termination of said road and lying in Sections 2 and 11, Township 42 North, Range 7 East

- N. That portion of High Lake Road which extends from a point 200 feet southwest of Partridge Lane in Section 3, Township 42 North, Range 7 East, to a point 100 yards northeast of the intersection of High Lake Road and Ridge Lane in Section 2, Township 42 North, Range 7 East.

Amendment #7

- O. All of Middle Gresham Lane, from Highway 51 to its termination at the David Sprister property, and lying in Section 4, Township 42 North, Range 6. East.

Amendment #8

- P. All of Boulder Lane, lying in Section 17, Township 42 North, Range 7 East.

Amendment #9

- Q. That part of Old 51 Road which lies west of Harry's Supermarket on Highway 51 to its junction with Town Line Rad. This portion of the rad forms the boundary between Sections 19 and 30, Township 42 North, Range 6 East, and is approximately 265 yards (795.3 feet) in length.

Amendment #10

- R. All of Big Muskellunge Lake Road which lies within the Town of Boulder Junction, form its origin at County Highway M in Section 20, Township 41 North, Range 7 East, easterly through Section 21 and 16, Township 41 North, Range 7 East, to its intersection with the town line boundary between the towns of Boulder Junction and Plum Lake, being approximately two miles in length.

- S. That portion of Dairymen's Road from its origin at County Highway M in Section 4, Township 42 North, Range 7 East, westerly to its intersection with Airport Road in Section 5, Township 42 North, Range 7 East, being approximately one mile in length.

- T. That portion of Airport Road from its origin at Dairymen's Road in Section 5, Township 42 North, Range 7 East, southerly through Section 8, Township 42 North, Range 7 East, to the Boulder Lake boat landing, this being the gravel portion of said road and being approximately one mile in length.

Amendment #11

- U. That portion of Dam Road which begins approximately one fifth mile (1056) feet east of the intersection of Dam Road, High and Fishtrap Lake Road, and High Lake Road; and then extending approximately six tenths mile (3168 feet), more or less, to a point approximately one tenth mile (528 feet), more or less, to a point approximately one tenth mile (528 feet) from the

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eastern termination of Dam Road, and then ending. Cam Road lies entirely within Section 15, Township 42 North, Range 7 East in the Town of Boulder Junction.

- V. A portion of Allen Road lying within Section 9, Township 42 North, Range 7 East, which begins approximately three tenths mile (1584 feet) east of the intersection of Allen Road and County Highway M, and then extending approximately on half mile (2640 feet), more or less, easterly to a point approximately one tenth mile (528 feet) west of the intersection of Allen Road and High Lake Road, and there ending.

Amendment #12

- W. That portion of the road extending off Oswego-Fishtrap Lake Road which is known unofficially as the Ray Perry Road, and which begins at the intersection of these two roads in Section 10, Township 42 North, Range 7 East, and continuing in a northwesterly and then westerly direction for approximately two-tenths (2/10) of one mile to its intersection with a logging trail at the top of a hill, and there ending.

Amendment #13

- X. That part of Evergreen Lane from County Highway K to its junction with the driveway of the Evergreen Lodge property and their termination. This designated route is located in Sections 1,11,12,13,and 14, Township 42 North, range 6 East and is approximately 1.89 miles in length.

Amendment #14

- Y. That part of Ann's Place from Old County K Est south to its Junction with the driveway of Trout Lake Unlimited (Coontail) Property (approximately 335 ft.) This designated route is located in Section 20, Township 42, Range 7.

Amendment #15

- Z. 315 feet of Green Street to Anne's Place and 380 feet of Anne's Place as a snowmobile route in Section 20

Amendment #16

- AA. .4 mile of Little Crooked Lane and 1.3 miles of Bear Lake Road to the intersection of East Keego Road in Section 2, Township 42N, Range 6E

Ordinance No. 2010-O-07

"the Outdoorsman Restaurant and Motel would gain access to the trail upon adoption of an amending to this Ordinance to allow trail traffic from the intersection of Ada Street and Biaisdelll Street continuing north on Ada Street for approximately 100 yards to the entrance of an access trail that leads to these establishments.

"amendments 14, 15, and 16 are also being corrected" (lettering corrected above)

Town of Plum Lake

Refer to Appendix 3NNN- Town of Plum Lake, Ordinance Designating Snowmobile Routes, Ordinance 121107-01

"That the following roads are designated as snowmobile routes for snowmobile operation;

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- Fred Luke's Road from Highway K to its end
- Old Highway N
- McCormick Road
- Wharton Lake Road from Highway N to Stella Creek
- Plum Lake Drive from the public pier to Lake Street
- Front Street from Highway 155 to Smith Street
- Smith Street from Front Street to Durand Street
- Durand Street from Smith Street to Graham Street
- Graham Street from Durand Street to the ballpark
- Front Street west of Highway 155
- Golf Course Road to Club House Road
- Club House Road from Gold Course Road to Plum Lake
- Kurtzwell Road from Plum Creek Avenue east to Highway 155
- Hanson Road
- Burlingame Road
- Camp 2 Road
- Smith Street from Front Street west
- Froelich Drive from County Highway N to Glenbrook Lake
- Glenbrook Lane west from Froelich Drive

Town of Lac du Flambeau

Refer to Appendix 3000- Town of Lac du Flambeau, Ordinance No. 94-02C, Designating Town Road Highways as Snowmobile Routes

“3.01 Designated Roads and/or Highways: No person shall operate a snowmobile on a town roadway other than the following:

- Arnold Stock Road
- Bill's Lake Road
- Big Crooked Lake Lane
- Bo-Di-Lac Road
- Canary lane
- Cemetery Road
- Chequamegon Forest Trail
- Chippewa Trail
- Deer Trail
- East Boundary Trail
- East River Trail
- E. Squaw Lake Road
- Elks Point Road
- Fire Trail
- Florsheim Road

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- Frying Pan Camp Lane
- Gresham Road
- Ike Walton Trail
- Indian Village Road
- Indian Waters Lane
- Little Pines Road
- Seven Oaks Lane
- Little Trout Road
- McKinney Lane
- Mitten Lake Road
- Moss lake Drive
- Oberland lane
- Old Prairie Road
- Paradise Bay Lane
- Pokegama Lake Spur
- Pokegama Lake Trail
- Potts Bay Lane
- Simpson Avenue
- S. Gunlock Lake Rd.
- Stearns Lake Road
- Sugarbush Trail
- Thorofare Road
- To-To-Tom Lane
- West Lane
- W. River Trail
- W. Squaw Lake Road
- Silver Beach Road
- Chicog Street”

- b) ***MAINTENANCE OF OFFICIAL MAPS AND AGREEMENTS*** The department will maintain official maps and resolution for approved routes which meet the requirement of the Chapter.

26.10 OFF-HIGHWAY MOTORCYCLE (OHM) TRAILS AND ROUTES

[rev: 9/2021 06]

1) EXCEPTIONS ON RESERVATION LANDS.

No sections of 26.10 may be enforceable for Tribal members operating any OHM within the Reservation. . In regards to OHM operation on trails, on the reservation, Tribal members are not subject to DNR or County regulations but may be subject to penalties as identified in Tribal rules, laws and ordinances and Federal law. People that are not Tribal members may be subject to penalties

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as identified by Tribal rules, laws and ordinances, Federal law DNR Regulations, and the Chapter as determined by the appropriate officials

- 2) **OFFICIAL OHM TRAILS.** The Department will sponsor grant funding upon request for establishment and maintenance of official OHM trails meeting specifications for State funded trails in Vilas County. In addition, OHM Clubs may establish and maintain Club funded trails within the County. Official maps and data including but not limited to insurance requirements, easement or agreement documentation and maintenance agreements shall be monitored and controlled by the Department in cooperation with the Wisconsin DNR.

a) STATE FUNDED OHM TRAILS

- i) **AGREEMENTS REQUIRED.** All OHM trails shall have a written easement, verbal easement or land use agreement between the operating trail club and the landowner or managing agency which meets requirements of the landowner. Easements and land use agreement dates shall be certified by the operating trail club annually. Operating trail clubs shall also maintain an annual maintenance agreement either with Vilas County or the Vilas County OHM Alliance.

- ii) **LAND USE AGREEMENTS REQUIRED.** Prior to acceptance as an official OHM trail or route and prior to County assistance with grant funding, trails on Vilas County Lands, State Lands, Federal Lands and within the Reservation shall be authorized by appropriate agency through a land use agreement with the operating club for such use. If the trail is proposed to be situated on County highway right-of-way, land use agreements shall be in cooperation with and the approval of the Vilas County Highway Committee. All trail designations on County lands shall be consistent with the Vilas County Forest Comprehensive Land Use Plan. **Standard County Land Use Agreements can be found in Appendix 2. Other agencies have their independent requirements for land use agreements and processing requirements.**

- iii) **TRAIL MAINTENANCE AGREEMENT.** Trail clubs shall maintain an annual maintenance agreement with Vilas County. Annual maintenance agreements shall define the managing trail club as “the operator” of the trail segments. All maintenance agreements will include a requirement for liability insurance provided by the managing Trail club, naming Vilas County as an additional insured. Any and all trail maintenance agreements must be approved by the Committee with signature of the Committee Chair.

Standard OHM Operations and Maintenance Agreements can be found in Appendix 1C.

- iv) **LIABILITY.** Operating trail clubs shall list parcel identification numbers for all lands with trails in annual maintenance agreements to provide protections to the landowners under Wisconsin Recreation Laws. All land parcel identification numbers shall also be designated by the operating trail club under their annual liability policy.

- v) **CLUB FUNDED TRAILS.** While the County does not sponsor or provide funding for Club trails, it is recommended that the club operating a trail should maintain both easements and liability policies which protect landowners in all cases.

- 3) **OHM TRAILS AND ROUTES WITHIN THE RESERVATION BOUNDARY-** At this point, no agreements are in place with the Tribe for formal OHM trails or routes on the Reservation.

- 4) **OHM ROUTES-** OHM trail clubs and other interested parties can request the use of roadways from the County, Towns and the State of Wisconsin.

a) OHM ROUTES ON COUNTY ROADWAYS

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- i) OHM trail clubs can request the use of roadways from the County. An established OHM club must request the route use through the Department. Any use of County property, including use of rights of way or travel on the paved surface will require a land use agreement approved by the appropriate Committee of jurisdiction. Land Use agreements will be drafted and presented by the Department and processed through the appropriate County Committees. Under the land use agreement, the operating OHM club shall provide for insurance coverage and maintenance as may be required by the Committee of jurisdiction.

b) COUNTY TRUNK HIGHWAYS

Vilas County may authorize the operation of OHM vehicles on County Trunk Highways and rights-of-way.

OHM Routes on County trunk highways shall be processed through the Highway Commissioner with the cooperation of the Highway Committee. The Highway Commissioner shall review all proposed routes and identify any maintenance concerns, safety concerns and signage requirements for recommendations to the Highway Committee. Any County trunk highway or segment thereof not previously listed under this ordinance may be approved for the operation of OHM vehicles upon review and approval by the Highway Committee. County trunk highways that had prior approval of the Highway Committee may be recommended for removal by action of the Highway Committee. The Highway Committee shall then prepare an amendment to this chapter regarding any changes and forward it via an Ordinance Amendment to the County Board for approval. OHM routes located on County trunk highways located within the boundaries of the Lac du Flambeau Band of Lake Superior Indians reservation shall also require approval by Tribal authority.

- i) APPROVED COUNTY TRUNK HIGHWAY OHM ROUTES. The following County controlled roads are authorized as OHM routes for:

No County Trunk Highways have been requested or approved.

c) COUNTY FOREST ROADS

Vilas County may designate County Forest Roads which provide connection of OHM trails.

OHM Routes on County Forest Roads shall be processed through the Forestry, Recreation and Land Committee. Any use of County forest property will require a land use agreement or amendment of current land use agreements and approval by the Committee.

Once the land use agreement is approved, the Committee will process a resolution for amendment of the Chapter to the Vilas County Board of Supervisors for approval

- i) **APPROVED COUNTY FOREST ROADS**

No County Forest Roads have been requested or approved.

5) OHM ROUTES ON TOWN ROADWAYS

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Vilas County Townships may authorize the operation of OHM on Town Roads. Route designation is an independent Town decision approved by a Town Resolution or Town Ordinance.

Additions or Deletion of Town Roadway Routes or Accesses within the Chapter shall be processed through the Forestry, Recreation and Land Committee, by presentation of Town approved actions to the Committee.

Once the Town actions are reviewed and accepted at a Forestry, Recreation and Land Committee meeting, the Committee will process a resolution for amendment of the Chapter to the Vilas County Board of Supervisors for approval.

c) **Town Roads Open to Off-Highway Motorcycles as Per Town Actions**

Town of Conover

Refer to Appendix 3BBBB- Ordinance 125-18, Town of Conover Amendments/Addition to Chapter 7, Off-Highway Motorcycles

“7:45 Designation of OHM Routes:

1. Only those portion of Town roads that are identified in attachment A.

“Designated OHM Routes

From Junction of Tamarack Road and Rummels Road South on Tamarack Road 8,464’

From Junction of Rummels Road and West Big Portage Lake Road, North on West big Portage Lake Road 1,519’

From Junction of Rummels Road and West Big Portage Lake Road, west on Rummels Road 2,870’

From Junction of Rummels Road and West Big Portage Lake Road, east on Rummels Road 6,811’
(amended 12/12/20 from 6,311’)”

- d) ***MAINTENANCE OF OFFICIAL MAPS AND AGREEMENTS*** The department will maintain official maps and resolutions for approved routes which meet the requirement of the Chapter.

26.11 Enforcement.

This Ordinance shall be enforced by the Vilas County Sheriff’s Department.

26.12 Violations/Penalty.

The penalty for violation of any part of the chapter shall result forfeiture as set forth in the Deposit Schedule below, plus court costs. [rev: 5/2015 07; 09/2021 06]

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26.12 CHAPTER 26 - Motorized Recreational Trails and Routes Ordinance			All violations may require restitution	
Uniform Schedule of Deposits - Forefeiture Schedule and Total Deposit			Violation Forefeiture	Violation Forefeiture
Ordinance	Ord. Description	Violation Description	1st Offense	Subsequent Offense
26.04(1)(a)	Public Land	Operate MRV in area not marked as open for use	\$ 200.00	\$ 300.00
26.04(1)(b)	Public Land	Operate MRV in area designated as closed by sign, physical barrier or gate	\$ 200.00	\$ 300.00
26.04(1)(c)	Public Land	Operate MRV off from established trail surface- public	\$ 100.00	\$ 200.00
26.04(1)(d)	Public Land	Operate MRV cross country	\$ 200.00	\$ 300.00
26.04(2)(a)	Private Land	Operate MRV without landowner consent	\$ 100.00	\$ 200.00
26.04(2)(b)	Private Land	Operate MRV off from established trail surface- private	\$ 150.00	\$ 300.00
26.04(3)	Damage by MRV	Cause soil displacement, soil erosion, soil or water pollution or environmental damage	\$ 300.00	\$ 600.00
26.04(4)	MRV Parking	Obstruction, limiting use of any road, trail, waterway, or facility.	\$ 100.00	\$ 200.00
26.04(5)	MRV Entry Into Waterbody or Wetland	Entry into enter any lake, stream, pond, wetland, or other waterbody.	\$ 300.00	\$ 600.00
26.04(6)(a)	MRV Speed	Speed in excess of posted limits	\$ 200.00	\$ 300.00
26.04(6)(b)	MRV Speed	Speed in excess of 25 MPH in unposted area	\$ 100.00	\$ 200.00
26.04(6)(c)	MRV Speed	Speed in excess of posted motor vehicle speed	\$ 200.00	\$ 300.00
26.04(7)	MRV Single File	Operation of MRV left of center	\$ 50.00	\$ 100.00
26.04(8)	Illumination of MRV Lights	Failure to illuminate head or tail lights	\$ 100.00	\$ 200.00
26.04(9)	Unclassified Recreational Vehicles (URV)	Operation of URV on trail	\$ 100.00	\$ 200.00
26.04(10)	Off Highway Motor Vehicles (OHMV)	Operation of OHMV on trail	\$ 100.00	\$ 200.00
26.04(11)	MRV Operator Age	Operation of MRV by person less than 12 years of age	\$ 100.00	\$ 200.00
26.04(11)	MRV Operator Safety Certification	Operation of MRV by person 12-16 years of age without safety certification	\$ 100.00	\$ 200.00
26.04(11)	MRV Operator Safety Certification	Operation of MRV by person born after January 1, 1988 without safety certification	\$ 50.00	\$ 100.00
26.04(12)	Parent or Guardian Supervision	Operation of MRV by person 12-15 years of age without supervision	\$ 75.00	\$ 150.00
26.04(13)	Headgear Requirement	Operation of MRV by person less than 18 years of age without protective headgear	\$ 100.00	\$ 200.00
26.04(14)	MRV on Paved Surfaces Only	Operation of MRV off from pavement on a designated route	\$ 100.00	\$ 200.00
26.05(1)	Pedestrian Use of MRV Trails	Unauthorized Pedestrian Use of Open MRV Trail	\$ 50.00	\$ 100.00
26.05(2)	Bicycle Use of MRV Trails	Unauthorized Bicycle Use of Open MRV Trail	\$ 50.00	\$ 100.00
26.05(3)	Equestrian Use of MRV Trails	Unauthorized Equestrian Use of Open MRV Trail	\$ 50.00	\$ 100.00
26.06(1)(b)(iii) &(b)(iii)	Official ATV/UTV Trails	Operating a trail without a landowner easement or land use agreement	\$ 100.00	\$ 200.00
26.06(1)(b)(iii) &(b)(iii)	Official ATV/UTV Trails	Operating a trail without a maintenance agreement	\$ 100.00	\$ 200.00
26.06(1)(b)(iii) &(b)(iii)	Official ATV/UTV Trails	Operating a trail without liability insurance	\$ 100.00	\$ 200.00
26.06(1)(f)	Official ATV/UTV Trails	Off-season Maintenance of trail without landowner coordination	\$ 100.00	\$ 200.00
26.07(1)(b)(iii) &(b)(iii)	Official Snowmobile Trails	Operating a trail without a landowner easement or land use agreement	\$ 100.00	\$ 200.00
26.07(1)(b)(iii) &(b)(iii)	Official Snowmobile Trails	Operating a trail without a maintenance agreement	\$ 100.00	\$ 200.00
26.07(1)(b)(iii) &(b)(iii)	Official Snowmobile Trails	Operating a trail without liability insurance	\$ 100.00	\$ 200.00
26.07(1)(f)	Official Snowmobile Trails	Off-season Maintenance of trail without landowner coordination	\$ 100.00	\$ 200.00
26.08(1)(b)(iii) &(b)(iii)	Official Off-Highway Motorcycle Trails	Operating a trail without a landowner easement or land use agreement	\$ 100.00	\$ 200.00
26.08(1)(b)(iii) &(b)(iii)	Official Off-Highway Motorcycle Trails	Operating a trail without a maintenance agreement	\$ 100.00	\$ 200.00
26.08(1)(b)(iii) &(b)(iii)	Official Off-Highway Motorcycle Trails	Operating a trail without liability insurance	\$ 100.00	\$ 200.00
26.08(1)(f)	Official Off-Highway Motorcycle Trails	Off-season Maintenance of trail without landowner coordination	\$ 100.00	\$ 200.00

26.13 Severability.

Should any portion of this Ordinance be declared by the Court to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

26.14 Effective Date.

This Ordinance becomes effective immediately upon passage by the Vilas County Board of Supervisors and publication.

26.15 Deposit Schedule.

The penalty for violation of any provision of this chapter shall be a forfeiture as hereinafter provided, together with court costs and restitution as may be required.

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1005.2.4 Shoreland Zoning Ordinance

Please utilize link for Vilas County Shoreland Zoning Ordinance:

[VilasCountyWI | Documents-On-Demand](#)

1010 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

1010.1 TIMBER SALE CONTRACT

TIMBER SALE CONTRACT

VILAS COUNTY, WISCONSIN

TIMBER SALE TRACT # _____

TIMBER SALE CONTRACT # _____

This Contract is made by and between the Vilas County Forestry, Recreation & Land Committee of Vilas County, Wisconsin, acting in the interest of Vilas County, hereinafter called the Seller, and _____, of _____, hereafter called the Purchaser, for the purpose of selling timber under jurisdiction of the Committee to the Purchaser. **Seller approval of this Contract requires full execution of Contract requirements by the Purchaser within 15 days of bid acceptance.** The Seller agrees to sell and the Purchaser agrees to purchase, cut and remove all timber marked or designated by the Seller's appointed Representative and to chemically treat for diseases when specified under terms of this Contract on the following described lands, hereafter called the premises:

Vilas County TRACT # _____ CONTRACT # _____ as defined in the attached Timber Sale Map.

The Seller and the Purchaser mutually agree that this Contract is subject to the following conditions:

- 1. PERFORMANCE:** Cutting and removal of timber (which includes felling, bucking, skidding, loading,

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hauling) marked or designated or chemical treatment for diseases 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 paragraph 2.

A. CONTRACT OVERSIGHT: The Seller designates Contract oversight on this Contract to the Vilas County Forest Administrator and/or designees of the Vilas County Forestry Department as assigned. These designees shall hereafter be called "the Seller's Representative".

B. 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.
- Only after submission and maintenance of all bonds, certificates or statements required under it.
- Only after completion of presale meeting between the Contractor and/or on-site Representatives and the Seller's Representative.
- Only after proper inspection of off-road equipment as required in paragraph 17 B. and 17 C.

C. NOTIFICATION OF ACTIVITY/INACTIVITY: Purchaser shall contact Seller's Representative 24 hours prior to initiation of activity or when activity ceases for more than five consecutive days and prior to Contract completion. On timber sale areas where timber sale or hauling or practices affects an established snowmobile trail during the period of December 1 through March 31 of each year, Purchaser shall contact the Seller's Representative a minimum of 7 days prior to initiation of activity. A forfeiture of 5% of the performance bond will result when the Purchaser fails to give proper notice of initiating or ceasing activity on the Contract.

D. LOGGER QUALIFICATION:

1. The Seller requires logger qualification to determine methods of accounting for products sold from this premises. Qualification requires provision of information, including past references and action history, from the Purchaser to adequately assess and demonstrate the ability of the Purchaser to successfully follow requirements for the Mill Scale- Haul Permit System in Par. 5.A. and meet payment requirements of that system.
2. The Purchaser agrees with the Seller's Representative decision that the Purchaser is a **(qualified Contractor/un-qualified Contractor)** (strike one) and will follow requirements in Par 5.A. or Par 5.B. as determined appropriate by the Seller's Representative.
3. Purchaser further agrees that the Seller's Representative may change qualified and un-qualified status based upon performance or lack of performance to require woods scale of product at any time for any reason.

E. FOREST CERTIFICATION:

1. The Purchaser agrees to provide, prior to signing Contract and for the duration of this Contract, documentation that at least one person on site engaged in the

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performance of this Contract complies with the training standard as adopted by the Wisconsin SFI® Implementation Committee. Criteria for the standard can be obtained by contacting the Forest Industry Safety & Training Alliance (FISTA). The Seller recognizes and accepts documentation under the Michigan training standard.

2. The area encompassed by this timber sale is certified to the standards of the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100% and the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%. Forest products from this sale may be delivered to the mills SFI 100% or FSC 100% as 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.

2. CONTRACT PERIOD:

- A. All work under this Contract shall be completed to the satisfaction of the Seller's Representative between the signing of the Contract by both parties and prior to _____, FOR TIME IS OF THE ESSENCE. Although the Seller may consider amendments or extensions to this Contract, Purchaser shall not rely upon amendments or extensions for the purpose of completing performance under this Contract.

3. CONTRACT EXTENSIONS:

- A. One-year extensions of time **may be** granted at the discretion of the Seller, with an appropriate adjustment in stumpage rates, at the request of the Purchaser. Purchaser recognizes that purchase of stumpage volumes beyond the production ability of the Purchaser does not provide a reason for extension or no cost extension. No Contracts may extend beyond 4 years. Extensions shall include an adjustment in stumpage rates is determined by the following rate increase schedule:

One-year Contracts: 1st extension - 5% increase in stumpage rates
 2nd extension - 10% increase in stumpage rates
 3rd extension - 15% increase in stumpage rates

Two-year Contracts: 1st extension - 10% increase in stumpage rates
 2nd extension - 15% increase in stumpage rates

Three-year Contracts: 1st extension - 15% increase in stumpage rates

Four-year Contracts: No extensions granted

In the event of multiple extensions, stumpage rate increases shall be at compounded.

- B. No Cost Extensions: If an extension does not take a Contract beyond the 4-year limit, an extension of time with no stumpage increase **may be** considered and approved by the Seller when the Purchaser submits proof and verifiable documentation that:

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1. The extension is warranted due to circumstances beyond the Purchaser's control which may include but is not limited to abnormally or extremely wet and inclement weather and/or site conditions which precluded completion as verified by the Seller's Representative.
2. The Purchaser's has entered into a commitment to provide timber salvage assistance, within Wisconsin or the Upper Peninsula of Michigan to protect landscape scale forest resources as verified by the Seller's Representative. (Notes: hurricane clean-up and small-scale commercial clean-up do not qualify under this request). Any such extension shall be requested at time of salvage work completion and approved at a regular monthly meeting of the Committee.

4. PERFORMANCE DEPOSIT/BOND

- A. Purchaser shall maintain a performance deposit or bond in the Seller's favor in the amount of \$ _____ (20% of estimated timber value based upon minimum advertised value) to insure proper performance of the conditions of this Contract. The performance deposit may be in the form of check, cash, Letter of Credit, or Bond certificate. The performance deposit shall be submitted by the Purchaser with the original bid for this Contract. Letters of Credit or Bond certificate shall have their termination date to be 90 days beyond the termination date of the Contract. Any Letter of Credit **shall be issued from a bank, credit union or financial institution licensed to do business in Wisconsin or Michigan. The financial institution shall be federally insured with that statement within the Letter of Credit along with corresponding license numbers.** Any extension, if granted will require reissuance of Letters of Credit or bonds to meet or exceed this requirement. If a Letter of Credit is utilized for the performance deposit. The Purchaser may replace a performance deposit in the form of check or cash with a Letter of Credit for this sale within 15 days of the bid opening provided that the Letter of Credit meets requirements within this Contract.
- B. Purchaser agrees that the performance deposit in the form of a check or cash may be forfeited to the Seller as liquidated damages upon determination by the Seller or the Seller's Representative that any condition of the terms of this Contract has been breached by the Purchaser. The Purchaser further agrees that the Seller retains the right to draw upon the Letter of Credit or bond for liquidated damages as a result of a breach by the Purchaser. If the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of Contract by the Purchaser, actual damages plus additional reasonable costs incurred by the Seller are the responsibility of the Purchaser and may be deducted from this performance deposit or otherwise collected by the Seller regardless of the amount of the performance deposit.
- C. The Purchaser agrees that the performance deposit may be retained by the Seller until all performance under this Contract has been completed to the Seller's Representative's satisfaction and the Seller's Representative determines the performance has been so completed. If the Seller's Representative determines the performance has not been

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completed satisfactorily and is not in conformance with this Contract, the performance deposit may be retained by the Seller until the Seller's Representative can determine damages caused by lack of performance and establish value to be withheld through liquidated damages or until Purchaser can take actions to bring this Contract into conformance as determined appropriate by the Seller's Representative.

- 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 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 the Seller's Contract remedies for breach.
- E. When a Contract breach has been identified and the Purchaser has been notified in writing, the Seller's Representative may, when it is deemed reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract. Under these terms the Purchaser shall repair items identified within the breach. In the event of cutting, removal or damage of undesignated timber, inappropriate documentation of timber removed, or non-payment for timber removed, the Purchaser shall be assessed liquidated damages double the mill value of the timber as determined by the Seller's Representative. The Seller's Representative's permission to allow continued operations shall not be considered a waiver of breach nor prevent the Seller from considering such breach for purposes of asserting any other remedies available to the Seller. It is agreed that double mill scale sum and value 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. If this Contract is terminated by breach caused by the Purchaser and the Seller determines it inappropriate to allow Purchaser to continue or resume any operations, the Seller reserves the right to retain 100% of the performance deposit without justification of costs incurred.
- 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 appropriate by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser as to the timing, value or identity of the succeeding Purchaser.
- 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 any timber not cut and removed under this Contract.
 - 2. Double the mill value as determined by the Seller's Representative, 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 losses for reduced stumpage and mill values within the succeeding sale of products.
 - 5. The costs of resale of timber not cut and removed under this Contract, including but not limited to timber sale appraisals, timber sale preparation and staff time and materials.
 - 6. If the Seller seeks damages for breach of this Contract through court proceedings, and if

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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 remaining timber or retained products resale if the Seller determines the timber or products are saleable based upon volume, quality or access.

7. If a Purchaser is deemed by the Seller's Representative to be in breach of this Contract, the Purchaser will also be deemed an irresponsible Contractor and refused the opportunity to bid upon or obtain future timber sales from the Seller's property for a period not to exceed two (2) years from the date of determination of the breach. The Seller may choose to waive refusal of bidding with extra requirement for advance payment of all stumpage amounts prior to hauling and double performance bonds for those Purchasers deemed as irresponsible Contractors.

5. SCALING, HAULING, RECORDING OF PRODUCT VOLUME

A. Mill Scale-Haul Permit System (mandatory for all qualified Contractors, at the discretion of Seller's Representative for Contractors without qualified status as determined by the Seller's Representative):

1. Product Limitations: Use of Mill Scale-Haul Permits (tickets) is limited to the hauling of softwood pulpwood & bolts, aspen pulpwood & bolts, hardwood pulpwood, pine logs, co-mingled pine products, and wood chips, including bark, leaves, etc. which are shipped to mills and markets with a certified wood scaler or weight scale to intake products. Mills or buyers must also have the capability to provide a mill scale slip including company name, date, species, product, and detailed measurements of product that may include height and length measurements for stick scaled cord products, board feet measurements for sawlog products, or net weight scale for weight scaled products. Note: hardwood bolts and hardwood logs, poles and wood shipped to buyers without scalers (firewood, unmanned landings, private wood yards) require woods scale by the Seller's Representative.
2. Estimated Value of Payment Haul Permits (tickets) is to be paid in advance by the Purchaser at the Forestry Office prior to any hauling. Advance payment haul permit tickets must be purchased in books of 10 only. The value of the tickets will be based on a 29-ton load size, using a weighted average \$ 15.20 / ton, based on sold value divided by estimated tons or a total value per book on this Contract is \$_____.
3. **Mandatory Advanced Payment Haul Permits (tickets) Purchases:** Purchaser is required to provide estimated weekly production rates of the planned operation to the Seller's Representative at time of Contract signature. Purchaser is required to purchase advance haul ticket **prior to harvesting activity** at the minimum rates depending upon production capability:
 - 50-100 cords per week- minimum advance purchase of 10 tickets, minimum weekly ticket inventory on hand 5.
 - 101-150 cords per week- minimum advance purchase of 20 tickets, minimum

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- weekly ticket inventory on hand 10.
- 150+ cords per week- minimum advance purchase of 30 tickets, minimum weekly ticket inventory on hand 15.
 - **Increases in cutting production capabilities by addition of machinery, increased hourly shifts or demonstrated production capabilities shown by increases in wood decked on site beyond trucking rates, will require additional ticket inventory to be purchased in advance as determined appropriate by the Seller's Representative.**
4. The Purchaser shall utilize 3- part Haul Permits (tickets) as provided by the Seller to keep a written record of each load removed and its destination. The Purchaser agrees to provide names, addresses and phone numbers of all mills and wood buyers which will receive product from the sale of wood from this Contract to the Seller's Representative prior to cutting and delivery of any product under this Contract.
- a. The Purchaser shall use Haul Permits (tickets) in sequence and shall use all the Haul Permits (tickets) in a book before starting another book. Haul Permits (tickets) may only be used on the Contract for which they were purchased.
 - b. The Purchaser shall insure that Haul Permits (tickets) are **completely** filled out before each load of wood products leaves the sale area. The original is to be deposited in the ticket (lock) box.
 - c. The first copy (white copy) of the Haul Permit (ticket) shall be deposited into the on-site ticket lock box prior to leaving the sale area. Tickets must be fully inserted into the lock box slot.
 1. Hung tickets will be considered the same as not depositing a ticket. A Haul Permit (ticket) will be considered hung if the ticket is deposited into the ticket box, yet is retractable.
 2. Failure to deposit Haul Permits (tickets) in the ticket (lock) box before each load of cut wood products leaves the sale area will be considered a violation of Vilas County Code of Ordinances, Chapter 16.06(2)(c), or § 943.20, Wis. Stats and will result in the charges at two (2) times the mill delivered value of an average load for that specific product.
 - d. The second copy (green copy) of the Haul Permit (ticket) is to accompany the load to the mill. The Purchaser shall provide mill or wood buyer with one copy of each haul permit upon delivery of product. This copy shall be attached to the official mill scale slip and returned to the Vilas County Forestry Department as instructed on the ticket.
 - The Haul Permit provides instructions to the mill/buyer on delivery of information to the Vilas County Forestry Department name and address (on Haul Permit) for each load and requests mills/buyers to provide copies of the scale slips by mail directly to the Vilas County Forestry Department within 15 days of receipt of the wood products. E-mail may also be used if requested directly from the mill. **Note that the 15-day deadline shall begin upon the product leaving the sale area.**

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- The Haul Permit system requires that mill scale slips be returned directly from the mill to Vilas County, mills and buyers that fail to return scale slips directly cannot be utilized under the Haul Permit system and would require woods scale prior to delivery.
- **The Purchaser shall insure that mills and buyers provide the corresponding mill tickets to match the haul permits within the 15-day deadline.**
- **Failure by the Purchaser to provide mill scale slips for loads, within the 15-day time frame, will result in load charges as follows: 50 ton per load for weight scaled product, 20 cords for stick scaled cordwood products, 8000 board feet for stick scaled sawlog products. Products with variable priced species contained on individual loads will be charged at the highest price product on the product listing. These charges shall remain once inputted into the Vilas County Forestry Department accounting system and shall not be changed by providing mill slips after the 15-day deadline.**
- e. The third copy (manila copy) of the Haul Permit (ticket) shall be retained in the Haul Permit (ticket) book as the Purchaser's record for the loads and products delivered.
- f. The Seller retains the right to stop trucks engaged in hauling activity to inspect the load and compliance with the Mill Scale-Haul Permit system.
- g. After completion of cutting activity, the Purchaser shall have fifteen (15) days to return all remaining mill scale slips to the Vilas County Forestry Department with Haul Permits (copy #2 – green copy) attached. The Haul Permits (tickets) will be reconciled and the Purchaser will be sent a statement of account in which the Purchaser will have seven (7) days to pay any remaining balance. If wood products are not marketed within two (2) weeks of cutting completion, all remaining products will be scaled on the landing, the on-site ticket box will be removed and products will be billed to the Purchaser based upon woods scale. Please refer to Par 1.c. for notification requirements.
- h. Purchaser shall insure that employees or subcontractors do not place Haul Permit (tickets) into the on-site ticket box for any product that was previously scaled and marked as scaled by the Seller's Representative. **Purchaser agrees that violation of this requirement will result in double charges assessed to loads based upon both the woods scale and the mill scale ticket.**
- i. The Seller reserves the right to complete woods scale and billing for value of any product from the premises as may be determined appropriate by the Seller's Representative.

B. Woods Scale-(mandatory for unqualified Contractors, hardwood sawlogs , hardwood bolts, all pole length material, any product pile containing a hardwood sawlog, all products to be delivered to a Purchaser or site without qualified scaling staff or weight scaling equipment, anytime as deemed appropriate by the Seller's Representative.):

1. The Purchaser agrees that if determined to be an **un-qualified Contractor by the Seller's**

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Representative, no products may be removed from the premises prior to the Seller's Representative scaling of products to determine number of cords or board feet. These products can only be removed from the premises when designated as scaled by the Seller's Representative by appropriate marking or painting of the ends of piles or logs.

2. The Purchaser agrees that if determined to be a qualified Contractor by the Seller's Representative, no hardwood saw logs, hardwood bolts, pole length products, any product mixed with hardwood saw logs, hardwood bolts or pole length products will be removed from the premises prior to the Seller's Representative scaling of products to determine number of cords or board feet. These products can only be removed from the premises when designated as scaled by the Seller's Representative by appropriate marking or painting of the ends of piles or logs.
3. The Purchaser agrees that if any product is to be delivered to a Purchaser or site without qualified scaling staff or weight scaling equipment, no products will be removed from the premises prior to the Seller's Representative scaling of products to determine number of cords or board feet. These products can only be removed from the premises when designated as scaled by the Seller's Representative by appropriate marking or painting of the ends of piles or logs.

Failure to record volumes and products removed from the premises through methods identified in Paragraph 5.A or 5.B. above shall be considered a violation of this Contract, timber theft and a breach of Contract.

6. SORTING, DECKING, SCALING, CONVERSION FACTORS

- A. Bidding document (Attachment B), will determine product definitions and scaling methods in this Contract.
- B. Three product groups will be recognized including saw logs/poles, cordwood/boltwood, and mixed products.
- C. **Sorting:** All saw logs/poles, cordwood/boltwood and mixed products must be decked and separated by product and species under this Contract.
- D. **Cordwood and Boltwood**, if part of the bidding document (Attachment B), shall be defined as follows:
 1. Cordwood and boltwood shall include all aspen, maple, ash, basswood, birch, red oak, pin oak, white pine, red pine, jack pine, spruce, balsam fir.
 2. Cordwood and boltwood shall have minimum useable length of 8'.
 3. Cordwood and boltwood shall have a minimum diameter of 3 ½" inside the bark with a maximum diameter of 9 ½" inside the bark.
 4. Any product pile with a mixture of maple, ash, basswood, birch, red oak, pin oak shall be considered hardwood cordwood or hardwood boltwood depending upon diameters of the small ends. Piles shall be tightly packed with air space minimized to allow for

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accurate scale. Purchaser agrees to assume loss of volumes related to improperly packed cordwood/boltwood piles.

5. Any product pile sorted with diameter ranges greater than 8" and less than 10" diameter on the small end shall be considered boltwood. All boltwood composed of maple, ash, basswood, birch, red oak, or pin oak shall be considered hardwood boltwood and requires scaling by the Seller's Representative prior to leaving the premises.
6. **Units of scale** for stick scaled cordwood and boltwood will be a cord. A cord is defined as having the following dimensions - 4'x4'x100" or 133 cubic feet when stick scaled. When stick scaled the scale weight conversion will utilize the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461. All cordwood or boltwood will be charged based upon actual weight or cord to weight conversion.
7. Products larger than 9 ½" inside the bark and not meeting sawlog grade standards in Paragraph E.6. below may be placed into cordwood or boltwood piles following inspection and approval by the Seller's Representative.
8. If cordwood/boltwood lengths other than 100" are produced, cubic feet will be measured from the product piles and cord volumes will be calculated utilizing the 133 cubic feet per cord conversion.

E. Sawlogs/Poles, if part of the bidding document (Attachment B), shall be defined as follows:

1. **Units of scale** for stick scaled Sawlogs/Poles shall be per 1000 board feet, also known as MBF. The Scribner Decimal C Log Rule shall be used for scaling logs and poles.
2. **Sorting:** Sawlogs/poles shall be decked placing the small ends facing the roadside. When decks contain logs or poles of more than one length, the log length shall be marked on the small end. Deck height shall not exceed six feet. Poles longer than 20' (twenty feet) must be laid out individually on the ground with the small ends facing the same direction with pole lengths indicated on the small end.
3. **Species Limitations:** Sawlogs shall include only maple, ash, basswood, birch, red oak, pin oak, red pine, white pine unless otherwise indicated in Timber Sale Map and Harvest Regulations Attachment A or the Accepted Bid Form Attachment B.
4. Minimum useable length of 8'.
5. Minimum diameter of 10" inside the bark on the small end with

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no maximum diameter.

6. **Stem quality must meet the minimum grade 3 sawlog standard as defined by the Wisconsin and Michigan Timber Producers scaling specification.**
 7. Products meeting minimum size requirements as a sawlog but not meeting grade 3 standards shall be sorted separately for inspection. **All products which meet the minimum 10" diameter, not separated from piles for grade inspection, shall be scaled and charged to the Purchaser as a sawlog.**
 8. Products meeting minimum diameter, grade 3 quality standards even lengths from 8ft. to 16 ft. shall be considered sawlogs.
 9. Any product longer than 16 ft. shall be considered a pole and must be scaled utilizing the Scribner Decimal C scale stick by the Seller's Representative.
- F. Mixed Product- Roundwood:** if part of the bidding document (Attachment B), products including pine and conifer sawlogs, pulpwood and cordwood may be mixed together for one scale at one per ton price. All mixed product-roundwood shall be sold by weight. When stick scaled, the stick scale to weight conversion will utilize the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461.
- G. Mixed Product- Chipped:** All mixed product-chipped shall be sold by weight, all billing will be based upon weight recorded by mill weight scales. Purchaser agrees to exclude products which meet sawlog or hardwood boltwood specifications from the chipping process.
- H. Conversion Factors** from cords to MBF (thousand board feet) will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods. Use of these conversions will be at the discretion of the Seller's Representative based upon scaling method chosen.
- I. Peeled products-** 12.5% will be added to the volume of hand peeled or ring debarked volume and 25% will be added to other machine peeled volumes to compute the equivalent unpeeled volume. Volumes produced by chipping operations will be determined by the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461.
- 7. PAYMENTS, ADVANCE PAYMENT REQUIREMENT, INTEREST**
- A.** All payments to the Seller from the Purchaser will be cash, Certified Check, or money order unless other arrangements are approved in writing by the Seller or Seller's Representative. Submission of payments for more than one sale must be by separate Certified Check or money order.
 - B.** Advance payment deposits shall be made by the Purchaser to pay for stumpage values in relation to cutting capabilities in advance of removal of timber products from the premises as identified in Paragraph 5(a) or 5(b). Seller's Representative may suspend

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operations at any time for failure to make advance payments under Paragraph 5(a) or 5(b), until such a time that the Purchaser provides adequate payments or security deposits to the Seller, as determined by the Seller's Representative.

- C. An advanced payment to the Seller from the Purchaser, not required within this Contract, may be made at any time desirable by the Purchaser. Seller recommends to the Purchaser to review detailed reports and make payments in advance whenever the balance due approaches 50% of the performance deposit amount. Seller's Representative may suspend operations at any time for failure to make advance payments until such a time that the Purchaser provides adequate payments or security deposits to the Seller.
- D. **Purchaser shall pay any invoice received from the Seller within 7 business days of invoice date.** Failure to pay within the 7-day time requirement will be considered breach of Contract and may result in appropriate actions under this Contract by the Seller's Representative. Seller's Representative may suspend operations at any time for failure to meet 7-day payment requirements until such a time that payments have been made and received.
- E. Overdue balances will be charged an interest penalty at the rate of **24% per year** for each day balances are past due. The penalty will be calculated by this formula: (amount past due) X (.000658) X (# of days past due).

8. CONTRACT STUMPAGE ACCOUNT- ACCOUNTING AND MINIMUM BALANCE REQUIREMENTS

- A. Seller will track advanced payments and actual stumpage value in a dedicated Contract Stumpage Account.
- B. Seller shall provide a detailed report of Contract Stumpage Account to the Purchaser at regular intervals.
- C. Seller shall reconcile Haul Permit System products each time mill scale tickets are received. Woods scale values shall be input into the Contract Stumpage Account following actual scale by Seller's Representative.
- D. Seller shall provide invoice to Purchaser for all woods scaled products each time wood scale is input into the Contract Stumpage Account.
- E. Seller shall provide an invoice to the Purchaser for reconciliation of Haul Permit System products when balance plus weekly production rates exceed 50% of the performance deposit value.
- F. The Purchaser, **upon commencement of operations**, shall remit and maintain a minimum positive stumpage account balance which is no less than \$_____ (10% of estimated total Contract value based upon bid). Minimum positive balance shall include both advanced haul permit purchase receipts and mandatory minimum deposits for woods scale products which may be decked on the premises. Seller's Representative may suspend operations at any time for failure to maintain the required minimum account balance.

9. REMOVAL WITHOUT PAYMENT

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- A. Timber or other forest products may not be removed from the premises until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller's Representative so as to authorize its cutting and removal.
- B. 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, criminal damage to property on any violation of administrative rule or ordinance.

10. TITLE TO TIMBER

- A. Title to timber or forest products cut under this Contract shall remain with the Seller until payments as required in the Contract is received by the Seller or written authorization to remove the timber or forest products has been given by the Seller's Representative.
- B. The Seller shall bear the risk of loss or damage to the timber until payment is received unless such damage is caused by action or inaction of the Purchaser, the Purchaser's agents or employees.

11. PAYMENT SCHEDULE

- 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 and made a part of this Contract. Payment shall be in a 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 the marked or otherwise designated timber or forest products on the premises. Estimated volumes to be harvested and payment rates by products on this Contract are as follows:

Species	Product	Estimated Quantity	Approved Bid Value/Unit
Mixed Conifer	Mixed Product	_____ Tons	\$_____ per ton
Hardwood Pulp	Cordwood	_____ Tons	\$_____ per ton
Hardwood Bolts	Bolts	_____ Cords	\$_____ per cord
Sugar Maple	Sawtimber	_____ MBF	\$_____ per MBF

12. CUTTING REQUIREMENTS AND HARVEST REQUIREMENTS

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- A. The "Harvest Regulations" on the attached Timber Sale Map are made a part of this Contract.

13. UTILIZATION SPECIFICATIONS

- A. Cut wood products will be utilized to a minimum specification of a 100-inch stick with a minimum four-inch top diameter inside the bark.
- B. Tracts or designated species purchased, as whole tree volume must utilize the whole tree.
- C. Any change in utilization as specified in this Contract will result in an amendment of stumpage prices.
- D. A penalty of up to double the mill rate as determined by the Vilas County Forestry Department shall be imposed for the volume of marked or designated trees left uncut or undesignated trees cut or damaged and timber not utilized in tops and stumps.

14. RESIDUAL DAMAGE AND WASTE

- A. The Purchaser agrees to complete all operations and performance as described in the Contract without waste or nuisance on the premises and any other property of the Seller and use all reasonable care not to damage trees not designated for marked for cutting.
- B. Excessive damage to residual timber stands must be avoided. Trees bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the Seller's Representative, harvested (if merchantable), and paid for at the rate specified. For species and product not identified in this Contract, the Seller's Representative shall appraise the value of the damage and assess appropriate charges.
- C. Damage to residual timber stands shall be considered excessive if the damage to individual trees on any one acre exceeds 5% of the residual basal area. If damage to residual trees exceeds the standards set forth in this Contract, the Purchaser shall submit to the Seller or its agent a written mitigation plan. The Purchaser will be subject to liquidated damages as identified. Additional penalties may be imposed that include termination of this Contract and forfeiture of all or a portion of the performance bond.
- D. Excessive damage includes broken tops that render the tree useless as a future crop tree, wounds that discolor wood causing lower wood quality, and bark or limb injuries that provide routes of infection into previously healthy trees. Bark abrasion is one of the most significant types of damage that can occur during harvest operations. When this type of major damage occurs, it greatly reduces the quality and quantity of future wood products by causing stain or decay in the high-value butt log. In fact, damage of this type can result in a 50 percent chance of tree mortality. Basal wounds are more likely to become infected, and decay is usually more extensive than in wounds higher on trees.
- E. Excessive damage to an individual tree is further defined as one or more of the

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following:

1. Broken branches – more than 25% of the crown is destroyed.
2. Root damage – more than 25% of the root area is exposed or severed within the drip line of the tree's crown.
3. Any bole or tree broken off.
4. Any tree tipped more than 10 degrees from its vertical position.
5. Bark abrasions on the bole, roots, or limbs that remove an area of the outer bark of the tree that is equal to or greater than 50 square centimeters (or 9 square inches – 3" x 3").

15. STUMP HEIGHTS

- A. Maximum stump height shall not exceed 10 inches unless specified otherwise in the "Harvest Regulations" of the Timber Sale Map. **A \$10 penalty** shall be assessed for each stump not meeting stump height restrictions as identified in this Paragraph or in the "Harvest Regulations" of the Timber Sale Map as attached.

16. ZONE COMPLETION

- A. 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 in the cutting requirements before beginning cutting on the next portion or zone to the satisfaction of the Seller's Representative, unless agreed to otherwise by the Seller's Representative.
- B. All trees marked or otherwise designated by this Contract shall be cut progressively and to the satisfaction of the Seller's Representative whether or not the quantity or quality of such timber is more or less than the estimates comprising the operational specifications.

17. FOREST RESOURCE PROTECTION- FIRE, TREE DISEASE, INVASIVE INSECTS AND INVASIVE PLANTS, NATIONAL HERITAGE INVENTORY (NHI) AND HISTORIC SITES

A. FOREST FIRE PREVENTION

1. 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 and properly maintained by the Purchaser or its Representatives.
 - b. All chainsaws and all non-turbocharged off-road logging machines utilized shall be equipped with spark arrestors which meet the requirements of U.S. Forest Service specifications. Such arrestors may not be altered in any manner or removed

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and shall be properly maintained by the Purchaser or its Representative.

- 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 all requests regarding forest fire prevention and suppression made by the Seller's Representative and take all reasonable precautions to prevent, suppress and report forest fires. Purchaser agrees that request may include ceasing or modifying operations as determined appropriate by the Seller's Representative.
- e. The Purchaser retains responsibility for damage and forest fire suppression costs, including cost and responsibilities as identified on SS 26.14 and 26.21 Wisconsin Statutes, for damage and costs caused by the operations, actions, or inactions by the Purchaser or the Purchaser's Representatives.

B. TREE DISEASE AND INSECTS

The Vilas County Forest is at risk from introduction of Heterobasidion Root Disease which affects pines and balsam fir, bark beetles that affect pine species and Oak Wilt fungus which affects oak species. In an effort to protect the forest from these threats, the Purchaser agrees to the following complete measures to protect the forest from disease:

- 1. The Purchaser shall not enter any Vilas County Forest lands or the premises with any Off-Road Equipment without having cleaned such equipment of all soil from the previous harvest and shall only enter the premises harvest following adequate cleaning as determined by the Seller's Representative. If previous job(s) included entering stands with confirmation of Heterobasidion Root Disease, Purchaser must clean logging equipment (tires, cutting head, etc.) with pressured water prior to entering the premises.
- 2. ____ (Check if applicable) The timber on the premises contain white pine, red pine or balsam fir and if HRD is confirmed in the stand or is identified in Vilas County or an adjacent county, the Purchaser **agrees to follow the Heterobasidion Root Disease (HRD) requirements as in attachment C.** Additional guidance is located within the "Harvest Regulations" on the Timber Sale Map, attachment A.
- 3. ____ (Check if applicable) The timber on the premises contain white pine, red pine or jack pine. To reduce the risk of damage to residual trees by bark beetle infestations during harvesting operations, **all cut pine products will be required to be removed from the sale area within 14 days during the period of May 15 to August 15 in one or more cutting units on the**

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premises. Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.

4. _____ (Check if applicable) The timber on the premises contains red oak, the Purchaser agrees to follow Oak Wilt restriction guidelines. The Contractor **may not conduct roadwork, skidding, or cutting from April 15 through August 5 in one or more cutting units on the premises.** Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.

C. INVASIVE INSECTS AND INVASIVE PLANTS

The Vilas County Forest is at risk from introduction invasive insects including emerald ash borer and jack pine bud worm and a wide variety of invasive plants which affect a wide variety of forest habitats. In an effort to protect the forest from these threats, the Purchaser agrees to complete the following measures to protect the forest from invasive insects and invasive plants:

1. The Purchaser shall not enter any Vilas County Forest lands or the premises with any Off-Road Equipment without having cleaned such equipment of insect larvae, insects, seeds, soil, vegetative matter, and other debris that could contain or hold seeds or plant material of invasive species as identified and defined by the Wisconsin DNR in **Ch. NR 40**. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
2. Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, the Purchaser shall provide the Seller's Representative information on the cleaning measures undertaken or provide a letter from an independent resource professional stating that equipment was inspected prior to moving to its current location and that there are no known invasive species at that site.
3. Seller's performance of equipment inspection: Purchaser shall provide the Seller's Representative 24-hour advanced notice requesting an equipment inspection and make the equipment available for inspection at the Vilas County Forestry Department located at 2112 N. Railroad Street, Eagle River, WI or an agreeable alternate location. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds or plant material. Purchaser shall not be required to disassemble equipment unless so directed by the Seller's Representative, for reason, during inspection.
4. Purchaser agrees that authorization to enter the premises will only occur after satisfactory equipment inspection or verification of cleaning compliance by the Seller's Representative.

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D. NATIONAL HERITAGE INVENTORY AND HISTORIC SITES

_____ (Check if applicable) The Vilas County Forest has populations of and provides habitat to many plant and animal species that are listed as endangered, threatened or species of concern. The forest also has archaeological and burial sites that must be protected by law. One or more of these species, habitats or sites have been identified within a 1-mile or 2-mile buffer of the premises. In an effort to protect these species and habitats and/or archaeological or burial sites, operating restrictions have been placed on one or more cutting units on the premises. Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.

18. SLASH

- A. Purchaser agrees to comply with State Slash Law, §26.12(6), Wis. Stats., including but not limited to:
 - 1. Slash falling into any lake, in any 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. Purchaser agrees to maintain roadways and trails in conditions free from brush and waste resulting from operations. Roadway and trail conditions standards shall be to the satisfaction of the Seller's Representative. Purchaser agrees that additional requirements may occur in areas of established recreational trails.
- C. Purchaser agrees to scatter waste wood, tops, and stumps to reduce the height to less than 2 feet and enhance the visual aesthetics of the area to the satisfaction of the Seller's Representative.
- D. Purchaser agrees to other slash disposal requirements specific to this sale area as defined in attached "Harvest Regulations" and Timber Sale map.
- E. Title to tops and slash 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.

19. CLEANUP AND USE OF THE SALE AREA

- A. The Purchaser shall remove, to the satisfaction of the Seller's Representative, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris from the premises when requested by the Seller's Representative, upon completion of the performance on this Contract or upon termination of this Contract due to breach by the Purchaser.
- B. No residence, dwelling, permanent structure, or improvement may be established or constructed on the premises 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 fluid, and diesel fuel. Any on-site

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spillage must be properly removed and cleaned up by the Purchaser in conformance with BMP standards and to the satisfaction of the Seller's Representative. Any on-site spillage must be reported to the DNR according to §292.11, Wis. Stats., and must be removed and cleaned up by the Purchaser. All costs associated with the cleanup will be the responsibility of the Purchaser.

- D. No litter shall be deposited on the sale area, or on access route to the area. This includes such material as empty oil cans, broken equipment parts, and lunch containers. A \$10.00 penalty will be imposed for each time litter is noted and documented on the sale area by the Seller's Representative.

20. ROADS, TRAILS, LANDING, MILL SITES, CAMPSITES

- A. Prior to location, construction, and use of logging roads, mill sites, temporary campsites, and landings the Purchaser shall request advance approval and on-site inspection by the Seller's Representative.
- B. All facilities used or constructed by the Purchaser shall be operated, maintained, and restored to the satisfaction of the Seller's Representative prior to termination or completion of this Contract.
- C. Purchaser shall repair damage to existing roads and trails to a condition equal to or better than conditions prior to logging activity to the satisfaction of the Seller's Representative.
- D. Purchaser agrees that logging roads and trails that intersect town, county, or state roads must have the intersections approved by the proper authorities and proof submitted to the Seller's Representative prior to construction. All unsightly debris accumulated at the time of construction or during operations shall be removed to the satisfaction of the Seller's Representative.
- E. Purchaser agrees that no decking or skidding is allowed on any County Forest Road, Town Road, County, or State Highway regardless of permission from any authority.

21. RECREATIONAL TRAILS

- A. _____ (Check if applicable) Purchaser agrees to additional responsibility for operations that impact established recreational trails. Additional guidance is contained within the "Harvest Regulations" on the Timber Sale Map, attachment A.
- B. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, Purchaser retains the responsibility of adequate posting of warning signs including "Logging ahead" or "Trucks hauling" when operations or hauling directly impact established recreational trails, including but not limited to Snowmobile and ATV/UTV trails. Purchaser may contact the Seller's Representative or trail clubs responsible for trail segments impacted for temporary signage and assistance with this requirement.

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- C. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, decking of product on Snowmobile Trails during the period of December 1 through March 31 or on ATV Trails during periods of when ATV trails are open to the public shall be avoided. Any decking of product of established trails will require advanced written approval of the Seller's Representative.
- D. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, **Purchaser agrees to protect trail signs established on the premises to the highest extent possible. If trail signs are damaged or removed due to operational requirements, the Purchaser retains the responsibility to collect the signs and directly contact the trails club operating the trail segment to properly replace signs as required for trail operations and safety.**
- E. When Purchaser's operations or hauling impact established recreational trails on the premises or other lands owned by the Seller, Purchaser agrees that plowing of snowmobile trails during the period of December 1 through March 31 will only be completed in such a manner which maintain snow cover on the trail at all times. These trails shall be plowed as wide as practical to allow passage between snowmobiles and vehicles, trucks, or equipment. Where plowing to allow passage is not practical, the Purchaser shall plow and maintain as many turn-offs as practical to provide snowmobilers a safe place to pull off the trail.
- F. In the event the Purchaser has an equipment or vehicle breakdown on any established recreational trail and is unable to remove the equipment or vehicle from the trail, the Purchaser shall notify the Forestry Department within one hour and place and maintain reflective hazard markers on either side of the equipment to alert trail users of the hazard, until the equipment or vehicle can be removed.
- G. All berms or vehicle access control structures on hunter walking trails removed must be temporarily replaced at the edge of sale boundaries to control public vehicle access to these trails when this Contract is operational and/or open. When Contracts are completed, berms and vehicle access control structures must be replaced at original locations and temporary berms or vehicle access control structures shall be removed and/or leveled to the satisfaction of the Seller's Representative. **The Purchaser retains responsibility for trail and road damage outside of the premises due to failure to contain public traffic into these areas.**

**22. SOIL DISTURBANCE, EROSION, GULLYS, RUTTING, EROSION CONTROL, MITIGATION
BEST MANAGEMENT PRACTICES (BMP'S)**

- A. Purchaser agrees that all operations on the premises shall occur only during dry or frozen ground conditions. The Purchaser shall take all steps and precautions

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to avoid and minimize soil disturbances such as erosion, soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to mitigate and repair any and all soil disturbance to the satisfaction of the Seller's Representative.

B. Definitions:

1. A gully is an erosion channel cut into the soil along a line of water flow.
2. A rut is an elongated depression in a trail or roadway caused by dragging logs, by wheels or by tracks of harvesting machinery. Ruts are often exacerbated by erosion from uncontrolled storm water runoff.
3. A primary skid trail is used for three or more passes.
4. A secondary skid trail is used for one or two passes.
5. Depth: 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 will be measured to the lesser of the two depths (the "top" of the lug).
6. Excessive soil disturbance is defined as follows:
 - a. On logging roads, landings, primary skid trails, and general harvest areas:
 - A gully or rut which is 6" deep or greater and resulting in channelized flow to a wetland, stream, or lake.
 - In an upland area (outside of RMZ) a gully or rut is 10" deep or greater and 66' long or greater.
 - b. On secondary skid trails and general harvest areas:
 - A gully or rut which is 6" deep or greater and 66' long or greater.
 - c. In any wetland or riparian management zone as defined by Wisconsin Best Management Practices for Water Quality (BMP's):
 - A gully or rut which is 6" deep or greater and 66' long or greater.
7. Non- Excessive soil disturbance is defined as follows:
 - a. Any soil disturbance of concern to the Seller's Representative not meeting thresholds of Paragraph 21.B. 6. (a), (b), or (c).

C. Excessive Soil Disturbance Mitigation Requirements:

1. Purchaser shall contact the Seller's Representative in any event of excessive soil disturbance.
2. Classifying a soil disturbance as 'excessive' does not mandate closing of a timber sale or a forest road; however, actions are required to minimize further soil disturbances.
3. Purchaser shall complete mitigation activities to address soil disturbances as directed by the Seller's Representative. Mitigation activities may include but are not limited to leveling, filling and installation of water diversion

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structures. Seller retains the right to withhold liquidated damages to address any non-excessive soil disturbance not adequately addressed by the Purchaser.

- D. Non-Excessive Soil Disturbance Mitigation Requirements:
1. If disturbance is on the premises, Purchaser shall evaluate disturbance and determine mitigation actions and complete mitigation actions to address disturbance.
 2. If the soil disturbance occurs on a county forest road that is not part of an ongoing timber sale Contract, a Seller's Representative will evaluate what actions are needed to address the disturbance and direct the Purchaser to complete mitigation as necessary.
 3. The Seller's Representative will evaluate the premises prior to closing the Contract to ensure that all soil disturbances are properly addressed. The Purchaser agrees to complete all mitigation as required by the Seller's Representative prior to closure of this Contract. Seller retains the right to withhold liquidated damages to address any non-excessive soil disturbance not adequately addressed by the Purchaser.
- E. The Purchaser is responsible for adhering to Wisconsin's Best Management Practices for Water Quality. Non-compliance with BMPs for Water Quality will result in cessation of all Contract activity and may result in termination of this Contract and forfeiture of all or part of the performance deposit. If damages exceed the value of the performance deposit, the Seller reserves the right to seek legal action to assure repair to the affected area.

23. SURVEY MONUMENTS

- A. Purchaser shall be responsible for knowledge of the boundaries of the sale area, and shall be liable for all trespass committed by the Purchaser outside of such boundaries.
- B. The Purchaser agrees to pay for the cost of repair or replacement of any land survey monuments or accessories that are removed, destroyed, or made inaccessible. In the event that the deposit placed by the Purchaser under Condition 4 is insufficient to cover such costs, §59.74, Wis. Stats., "Perpetuation of Landmarks" may be enforced.
- C. Trees painted to mark either legal or sale boundaries shall not be cut. All trees felled across property boundary lines must be pulled back into Vilas County Forest property and the sale area before being limbed and topped. All slash must be pulled away from the boundary line to allow unencumbered access to the property lines for maintenance.

24. INDEMNIFICATION

- A. The Purchaser agrees to protect, indemnify, and save harmless the County, its Representatives, and employees from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations or in connection with any action or inaction of the Purchaser, who shall defend the County in any such cause of action or claim.

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25. INDEPENDENT CONTRACTOR

- A. The Purchaser is an independent Contractor and not an employee or agent of the Seller for any purposes including Worker's Compensation.
- B. The Seller agrees that the Purchaser shall have sole control of the method, hours worked, and time and manner of any performance under this Contract other than as specifically provided herein.
- C. The Seller reserves the right only to inspect the job site or premises for insuring that the performance is progressing or completion complies with the Contract.
- D. The Seller takes no responsibility for supervision or direction of the performance of the Contract to be performed by the Purchaser or the Purchaser's employees or agent.
- E. The Seller further agrees that it will exercise no control over the selection and dismissal of the Purchaser's employees or agents.

26. INSURANCE; NOTIFICATION

- A. Purchaser shall provide a Certificate of Insurance naming Vilas County as an "Additional Insured". The insurance shall be in an amount no less than \$1,000,000 single limit per occurrence, including coverage of \$1,000,000 for bodily injury, including death, and \$1,000,000 property damage. Insurer shall notify the Vilas County Forestry Department within five days of any change.
- B. The Purchaser, prior to any performance under the Contract, shall provide the Seller with a Certificate of Insurance indicating that Worker's Compensation Insurance coverage is provided for all employees regardless of exemptions in §102, Wis. Stats., working under this Contract. Such Certificate shall further include the condition that the Insurer shall notify the Vilas County Forestry Department within five days of any change in its terms or twenty days prior to its termination.

27. NONDISCRIMINATION

- A. In connection with the performance of work under the Contract, the Purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, or developmental disability as defined in §51.05(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, pay rates or other forms of compensation, and selection for training, including apprenticeship.
- B. Except with respect to sexual orientation, the Purchaser further agrees to take affirmative action to ensure equal employment opportunities.
- C. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Purchaser setting forth the provisions of this nondiscrimination clause.

28. ASSIGNMENT

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- A. Neither this Contract nor any right or duty in whole or in part by the Purchaser under this Contract may be assigned, delegated, or subcontracted without the written consent of the Seller.

29. ENTIRE CONTRACT; REVISIONS AND AMENDMENTS

- A. This Contract, together with the specifications in the bid request and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Contract are hereby superseded.
- B. Any contractual revisions including cost adjustment and time extensions must be made by an amendment to this Contract or other written documentation, signed by both parties at least 30 days prior to the ending date of this Contract.

30. CONTRACTING PARTIES

- A. In this Contract, the Seller and Purchaser shall 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.

31. INSPECTION

- A. The Seller reserves the right to delay or terminate work under this Contract if it is so determined to be in the best interest of Vilas County. The decision of the Seller, acting on the advice of the Seller's Representative after verifying or denying the Purchaser's compliance with the terms of this Contract, shall be final.
- B. The Seller retains for itself the right of ingress and egress to and on the sale across any access acquired by the Purchaser and may inspect the premises, equipment, and trucks hauling forest products or traveling on, to or from 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 as identified.
- C. The Seller's Representative 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's Representative approves resumption of operations. Continued occupancy and operations without approval shall be considered and enforced as a trespass.

32. PROPERTY ACCESS

- A. Other than access as approved for the public to County lands, 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.
- B. **Any access across private lands, other lands, or roads not owned and operated by Vilas County is the responsibility of the Purchaser. The Seller assumes no responsibility to assure access across private lands, other lands or roads which may affect the Purchaser's responsibility to complete work under this Contract.**

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33. OTHER CONDITIONS

- A. **Federal, State, and Local Regulations Compliance:** Purchaser agrees to comply with all applicable federal state and local laws or regulations in connection with the performance of this Contract. 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.
- B. **Multiple Contracts with Seller:** Successful bidders on more than one tract must complete each tract before moving into a new tract. All previous Contracts must be completed before new tracts can be started. Permission to cut in more than one tract at a time is subject to Seller's Representative approval. **Purchasers with existing Contracts in default or beyond completion dates will not be approved for additional Contracts.**
- C. **Release of Mill and Purchase Records:** Seller reserves the right to request mill and purchase records, from any vendor purchasing product from the Purchaser, for times and dates that the Purchaser is operating on the premises. Purchaser agrees that the mill and purchase records shall be released to the Seller for these time frames and that the Purchaser will execute a letter or form from the Purchaser to any vendor to provide mill and purchase records to the Seller upon request of the Seller's Representative.
- D. **Firewood cutting will not be allowed on active timber sales:** Any firewood sold will be paid for at the Contract stumpage rates. The Purchaser and his employees may remove up to 10 cords of non-merchantable wood for their personal use with a valid firewood-gathering permit. Non-merchantable wood is defined as any part of a tree not capable of being cut to a 100-inch length with a small end diameter of 4 inches or larger, or with rot or defects which precludes sale as cordwood, boltwood, or sawlog products. **Removal of non-merchantable firewood from the premises requires prior inspection and approval of the Seller's Representative.**

34. ATTACHMENT

Attachment A-Timber Sale Map and Harvest Regulations shall be part of this Contract.
Attachment B-Accepted Bid Form shall be part of this Contract.

35. ACCEPTANCE

Dated this _____ day of _____, 2020

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Seller, Chair of Vilas County Forestry, Recreation and Land Committee

Purchaser

Purchaser Name: _____

Purchaser Address: _____

Purchaser Phone: () - _____

Purchaser Email: _____

1010.2 TIMBER SALE EXTENSION / RENEWAL POLICY

See Section 1010.1 of this plan. Timber Sale Contract 3.A. Contract Extensions

1010.3 FIREWOOD PERMIT

PERMIT TO GATHER FIREWOOD UPON VILAS COUNTY-OWNED LAND

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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EMAIL: _____

FIREWOOD AREA REQUESTED: _____

Fill in area Numbers from Map

Under this permit issued by the Vilas County Forestry, Recreation and Land Department, Permission is granted to Permittee to gather firewood upon the Vilas County Forest described as closed timber sale #'s _____ or the following location _____ and/or further described on the attached.

Firewood gathering means the gathering/cutting of non-commercial wood such as dead and down trees, naturally fallen trees or logging residue from completed timber sales. Permittee agrees to gather downed trees and/or logging residue from the above described location(s) as under the following conditions:

1. A permit must be in immediate possession of the permittee when in the process of cutting, taking, and/or transporting firewood from the forest.
2. Permit is for cutting firewood for the personal use of the permittee or his/her immediate household, or his/her immediate family. Cutting of firewood for commercial sale is not allowed under this permit.
3. Tops or branches **shall not** be left on roads, ditches, trails or within lakes or streams.
4. No more than ten (10) cords of firewood may be cut for personal use in any calendar year.
5. **Live trees or standing dead trees (including leaning trees) shall not** be cut unless designated in writing on the permit
6. Firewood gathered under this **permit shall not be transported more than 25 miles** from its place of origin.
7. Permittee retains all responsibility for knowing the property ownership of firewood prior to cutting.
8. Permittee agrees that Vilas County cannot be held liable for injuries or accidents resulting from any permittee action under this permit.
9. Failure to comply with conditions of this permit may result in permit revocation and/or prosecution of the Permittee for Forest Products Theft.
10. The Vilas County Forestry, Recreation, & Land Department reserves the right to cancel this permit at any time.

Valid from Date Issued: _____ through 31 December of Year Issued

Permittee Signature: _____

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Approved By: _____

Note: Instructions on the back of form:

Firewood Permit Instruction:

1. Fill Out Permittee Name, Address, Phone Number
2. Locate numbers for firewood areas desired on map
3. Input firewood area numbers on permit under firewood areas requested
4. Sign permit
5. Return permit to forestry office by scanning and e-mail to ketye@vilascountywi.gov or by mail at Forestry Department, 330 Court Street, Eagle River, Wisconsin, 54521

Note that if email is provided the permit will be returned in a shorter period of time

1010.4 PRIVATE ACCESS – LAND USE PERMIT

Tax ID # _____
**VILAS COUNTY FORESTRY DEPARTMENT
ACCESS PERMIT**

This permit is entered into by the Vilas County Forestry Department, hereinafter called the Owner and _____, hereinafter called Permittee, for the purpose of obtaining ingress and egress across Vilas County Lands described as follows:

_____ Sec. _____, T _____ N R _____ E, Town of _____, Vilas County, Wisconsin, per attached map.

The location of the subject access way is shown on the map attached hereto and made a part hereof. This permit shall be in effect for a five (5) year period, commencing on the 1st day of January _____ and ending on the 31st day of December, _____.

The Permittee shall pay the Owner \$100.00 (\$20.00/year for 5 years). Owner may extend this Permit on the same terms and conditions by serving written notice of its election to extend on the Permittee at least thirty (30) days prior to the expiration date heretofore stated.

It is understood by the Owner and Permittee that this permit is subject to the following conditions:

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1. Prior to this Permit taking effect the Permittee shall submit for approval to the Owner a plan describing the access way construction and maintenance. No deviations from this plan will be allowed without the prior written approval of the Owner.
2. Permittee understands that this access permit **does not** create a legal easement on the Owner's property and that the area under this agreement, on County owned land, will remain open, at all times, to use of the Owner, contractors completing work on County property and the public for access to the County forest land.
3. If the Owner determines that further use of the above described property by the Permittee will interfere with present or future management objectives of the Owner, this permit may be cancelled by 30 days written notice by the Owner to the Permittee.
4. This permit is non-transferable.
5. No merchantable wood products will be cut without prior written approval of the Owner. Any wood products approved for cutting will be cut and piled by species and all wood in 100" lengths cut to a 4" top diameter. Owner shall retain ownership of any wood product cut and retains the right to charge Permittee for the value of trees removed based upon current market rates for such product. Once the value of trees is paid by the Permittee to the Owner, the Owner shall provide a bill of sale, changing ownership of product to the Permittee and authorizing Permittee to remove products from the site. Failure to follow this procedure may subject the Permittee to trespass and timber theft charges against the Permittee.
6. All stumps, slash, waste materials, and other debris resulting from the permitted land use shall be disposed of by the Permittee as directed by the Owner.
7. No cutting or trimming of trees shall be done without the prior written approval of the Owner.
8. The Permittee agrees to reimburse the Owner for any damage to the subject property that arises from the permitted construction, maintenance, or use of the described lands.
9. The Permittee shall maintain the area under this permit in a safe condition at all times, causing no obstruction to free and uninhibited use by the public.
10. This Permit does not give the Permittee, its members or agents any rights pertaining to hunting or trapping; said rights remaining under the control of the Owner.
11. The Permittee agrees to protect, indemnify, and save harmless the Owner, its agents, and employees from and against all claims, demands, suits, liability, and expense by reason of loss or damage to any person whatsoever that may arise from the construction and placement of objects on the described lands and from the maintenance or use of the described lands, and the Permittee shall defend the Owner in any such action or claim. Access area shall be identified as an insured property under the Permittee's property liability insurance, for use pertaining to the Permittee and that coverage documentation shall be provided to the Owner.
12. The Permittee shall notify the Owner within 30 days of any change of address for the Permittee. The Permittee shall notify the Owner 30 days prior to sale of Permittee property. If property is sold, Permittee shall inform new owner of requirements to obtain a new access permit, this permit is non-transferable.

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In witness whereof, the parties hereto have set their hands this ____ day of ____, ____.

Permittee Name: _____

Address: _____

Phone: _____

Email: _____

Permittee Signature

By: _____

Vilas County Forest Administrator

1010.5 CAMPING POLICY

CAMPING.

- a) *Permits Required.* All camping requires a permit approved by the Committee. No person shall camp at developed recreational sites or on lands under control and management of the Committee without a permit and the payment of the prescribed fees. No person shall obtain a camping permit for use by a camping party of which that person is not a member.
- b) *Fees Required.* No person shall camp at developed recreational sites or on lands under control and management of the Committee prior to the payment of the required permit fees. Camping fees must be paid and a permit obtained before setting up camp.
- c) *Occupancy of Reserved Sites.* Reservations are available in advance to stay at Torch Lake, Equestrian, and Tamarack Springs Campgrounds and all areas designated by the Committee. It is advisable to make reservations for any campsite. Visitors may register on-site for campsites that have not been reserved. People that register on-site must be aware that sites that have been reserved through the on-line system, will be required to vacate to allow timely occupancy by parties that have reserved the sites. No person shall occupy a campsite that has been properly reserved by another party.
- d) *Length of Stay.* Camping at developed campgrounds including Torch Lake, Equestrian, and Tamarack Springs and other sites defined by the Committee shall not exceed 10 consecutive days. Camping at remote campsites approved by the Committee shall not exceed 2 days.

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Camping at remote campsites adjacent to the Wisconsin River Water Trail shall not exceed 24 hours. All camping permits expire at 3:00 p.m. on the last day of the permit period. After the 10-day limit, the camping unit must be removed from the property for at least 2 days before being eligible to return.

- e) *Campsite Occupancy.* A campsite must be occupied by a camping unit on the first night of the permit period, and no campsite may be left unoccupied by the camping party for more than 48 hours. Any tent, equipment or motor vehicle not occupied for more than 48 hours may be removed by the Department at the owner's expense. No more than one recreational trailer, motor home, or two enclosed tents may occupy an individual campsite. No more than two licensed vehicles are allowed at any individual campsite. Parking of excess vehicles is not allowed on camping access roads or grass areas.
- f) *Dispersed Camping at Undeveloped Sites.* Camping in undeveloped areas of the County forest may be authorized by a permit. Permits will not be authorized within 1 mile of any developed recreational facility or park. Use of campground facilities or amenities as identified in 16.07 15. is not authorized under any dispersed camping permit. A permit must be obtained from the Forestry, Recreation and Land Office. Users are required to provide a detailed description of the location and pay fees prior to setting up camp or issuance of a permit. Sites approved must be accessible by employees utilizing a motor vehicle to provide for site inspections. Permits will include restrictions as identified in 14a., 14b., 14c., and 14e. above. Campers shall follow any restrictions or requirements as identified in the permit. Permits may be refused for inappropriate or restricted area site selection. The number of permitted sites will be limited to 2 sites per square mile at any one time unless part of an event as authorized by a Special Use Permit. All permitting for camping or permits at specific sites may be refused at any time due to excessive drought, high wildfire danger, forestry activity, incompatible uses, conflicts with the Chapter or other limitations as determined by appropriate by the department.
- g) *Camping Violations.* Any camper who has violated the terms of this chapter or the Wisconsin Statutes that are part of this chapter shall be subject to immediate ejection from the County-owned lands and may be subject to forfeiture for violations and possible damage recovery by court action.

19) USE OF CAMPGROUND FACILITIES AND AMMENITIES.

- a) *Use of shower and toilet facilities.* Use of campground showers or toilets are reserved for registered campers, their direct visitors during registered stays, and those that have purchased a use permit from the department. No person shall utilize shower or toilet facilities of a campground without registration or permit. Department employees are exempt during working hours.
- b) *Use of campground water and electrical systems.* Use of campground water and electrical systems are reserved for registered campers, their direct visitors during registered stays and those that have purchased a use permit from the department. No person shall utilize water and electrical systems of a campground without registration or permit. Department employees are exempt during working hours.
- c) *Use of campground dump stations or sewage systems.* Use of campground dump stations and

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sewage systems are reserved for registered campers during registered stays and those that have purchased a use permit from the department. The Torch Lake Campground provides for a pay tube to allow payment of fees at time of use of the dump station. No person shall utilize dump stations or sewage systems of a campground without registration, permit or prior to payment at payment tube.

- d) *Use of campground roadways and parking.* Use of campground roadways and parking are reserved for registered campers, their direct visitors during registered stays and those that have purchased a use permit and from the department. No person shall utilize roadways or parking areas of a campground without registration or permit. Department employees are exempt during working hours.
- e) *Use of campground amenities.* Use of campground amenities including, but not limited to, internet service, playgrounds, grills, fire pits and picnic tables are reserved for registered campers, their direct visitors during registered stays and those that have purchased a use permit from the department. No person shall utilize amenities of a campground without registration or permit. Department employees are exempt during working hours.

1010.6 HUNTING STANDS AND BLINDS POLICY

HUNTING STANDS AND BLINDS. No person shall erect, occupy, or use other than a commercially available, factory manufactured portable tree stand, ground blind or elevated platform for hunting purposes and only during the period from September 1st through January 15th and for no more than eleven (11) consecutive days. Climbing devices to access the portable stand or elevated platform shall be of the ladder type or steps that are attached to the tree with binding straps or chains. Climbing stands that do not damage the tree will be permissible. Penetration of any part of the tree by the combination of stand, platform or climbing device is strictly prohibited. Each licensed hunter shall be limited to one portable tree stand, ground blind, or platform that complies with this Section. Portable tree stands, ground blinds, and elevated platforms must have the owner's name, address and telephone number permanently attached to the climbing device, or ground blind at four (4) feet above ground level. Portable tree stands, ground blinds, and elevated platforms found in violation of this Section will be removed by the County. Persons found in violation of this ordinance shall be subject to citation and a forfeiture. Commercially available portable ground blinds may be utilized with the same restrictions as above. Ground blinds may also be constructed only of natural materials (e.g., no manufactured or

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processed materials, including sawn lumber). Cutting of shooting lanes is not allowed. No nails, screws or metal objects may be placed into any tree. No damage may occur to trees.

1015 FACILITIES AND REPORTS

1015.1 RECREATIONAL INVENTORY

Please see Chapter 900 for recreational inventory

1015.2 STATEMENT OF COUNTY FOREST LOAN *

Wisconsin Department Of Natural Resources
Report 15
Statement Of County Forest Loan Accounts as of June 30, 2021

Report: 53A
Page: 1 of 1

County	Variable Acreage Share Loans				Project Loans				Balance Owed DNR
	DNR Issued Loans		County Repayments		DNR Issued Loans		County Repayments		
	FY 2021	Tot To Date	FY 2021	Tot To Date	FY 2021	Tot To Date	FY 2021	Tot To Date	
Ashland	699,970.41	710,750.86	710,750.86	710,750.86	1,125,780.74	1,125,780.74	1,125,780.74	1,125,780.74	0.00
Barron	122,285.69	122,285.69	122,285.69	122,285.69	874,219.80	874,219.80	874,219.80	874,219.80	0.00
Bayfield	2,257,418.51	2,327,946.84	2,327,108.19	2,327,946.84	300,000.00	300,000.00	300,000.00	300,000.00	0.00
Burnett	2,536,251.85	2,566,992.62	2,518,521.97	2,518,755.50	2,025,672.27	2,025,672.27	1,915,769.42	1,915,769.42	158,139.97
Chippewa	552,019.26	552,019.26	552,019.26	552,019.26	161,000.51	161,000.51	161,000.51	161,000.51	0.00
Clark	1,110,807.45	1,161,477.30	1,161,458.56	1,161,477.30	53,000.00	53,000.00	53,000.00	53,000.00	0.00
Douglas	1,780,029.25	1,876,638.45	1,869,309.75	1,876,638.45	529,850.00	529,850.00	529,850.00	529,850.00	0.00
Eau Claire	515,485.65	526,533.23	526,435.25	526,533.23	126,933.08	126,933.08	126,933.08	126,933.08	0.00
Florence	426,435.18	444,068.78	444,068.78	444,068.78	1,677,376.82	1,677,376.82	1,677,376.82	1,677,376.82	0.00
Forest	239,232.01	244,321.25	244,280.68	244,321.25	4,750,417.53	4,750,417.53	430,161.04	430,161.04	4,320,256.49
Iron	2,653,633.75	2,701,711.99	2,701,328.96	2,701,711.99	767,860.74	767,860.74	767,860.74	767,860.74	0.00
Jackson	1,837,754.08	1,876,477.59	1,876,477.59	1,876,477.59	1,200,507.00	1,200,507.00	1,050,155.09	1,050,155.09	150,351.91
Juneau	99,074.20	116,824.82	116,824.82	116,824.82	1,213,470.63	1,213,470.63	937,106.88	937,106.88	276,363.75
Langlade	509,802.84	555,874.24	555,809.46	555,874.24	0.00	0.00	0.00	0.00	0.00
Lincoln	569,989.58	590,731.41	590,691.93	590,731.41	1,220,980.00	1,220,980.00	1,220,980.00	1,220,980.00	0.00
Marathon	610,397.72	610,397.72	595,486.56	595,486.56	2,545,511.00	2,545,511.00	1,349,590.14	1,349,590.14	1,210,832.02
Marinette	1,003,448.21	1,104,208.02	1,103,783.26	1,104,208.02	38,000.00	38,000.00	38,000.00	38,000.00	0.00
Monroe	18,591.35	21,340.37	21,340.37	21,340.37	328,770.00	328,770.00	169,308.34	169,308.34	159,461.66
Oconto	209,371.95	219,031.59	219,031.59	219,031.59	450,000.00	450,000.00	450,000.00	450,000.00	0.00
Oneida	1,118,308.71	1,186,720.14	1,182,246.68	1,186,720.14	439,010.00	439,010.00	439,010.00	439,010.00	0.00
Polk	329,973.99	332,173.15	331,745.65	331,745.65	840,353.50	840,353.50	840,353.50	840,353.50	427.50
Price	1,468,688.48	1,491,622.00	1,491,508.35	1,491,622.00	804,427.48	804,427.48	804,427.48	804,427.48	0.00
Rusk	2,138,427.28	2,192,391.46	2,177,105.76	2,177,675.15	136,950.00	136,950.00	136,950.00	136,950.00	14,716.31
Sawyer	1,140,655.81	1,172,316.95	1,172,306.35	1,172,316.95	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
Taylor	202,364.98	204,461.52	204,417.65	204,461.52	36,398.28	36,398.28	36,398.28	36,398.28	0.00
Vernon	0.00	0.00	0.00	0.00	978,838.53	978,838.53	40,736.21	40,736.21	938,102.32
Vilas	761,645.99	779,307.74	779,307.74	779,307.74	678,019.42	678,019.42	678,019.42	678,019.42	0.00
Washburn	3,343,150.71	3,387,563.83	3,387,022.53	3,387,563.83	930,724.71	930,724.71	930,724.71	930,724.71	0.00
Wood	250,213.71	259,901.61	259,901.61	259,901.61	77,000.00	77,000.00	77,000.00	77,000.00	0.00
State Total :	28505428.60	29336090.43	29242575.85	29257798.34	25311072.04	25311072.04	18160712.20	18160712.20	7228651.93

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, September 14, 2021

WI. Department Of Natural Resources

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1020.2 COUNTY SNOWMOBILE MAP

[Recreation \(arcgis.com\)](#)

1020.3 COUNTY ATV-UTV TRAILS

[Recreation \(arcgis.com\)](#)

1020.4 COUNTY OFF-HIGHWAY MOTORCYCLE (OHM) TRAILS

[Recreation \(arcgis.com\)](#)

1020.5 COUNTY HIKING AND BIKING TRAILS

[Recreation \(arcgis.com\)](#)

1020.6 COUNTY EQUESTRIAN TRAILS

[Recreation \(arcgis.com\)](#)

1020.7 COUNTY PADDLING TRAILS

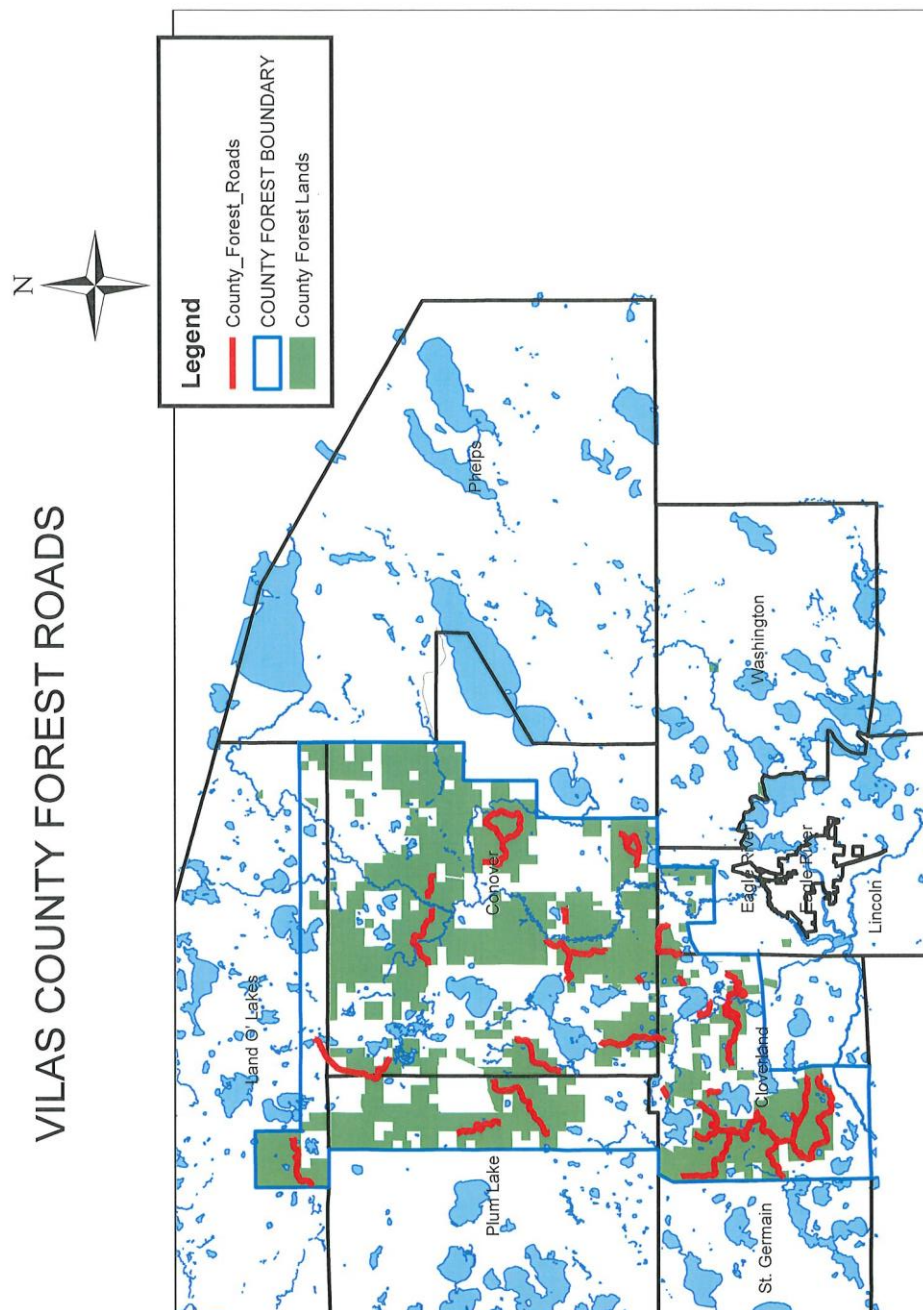
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1020.8 COUNTY FOREST HUNTER MAPS

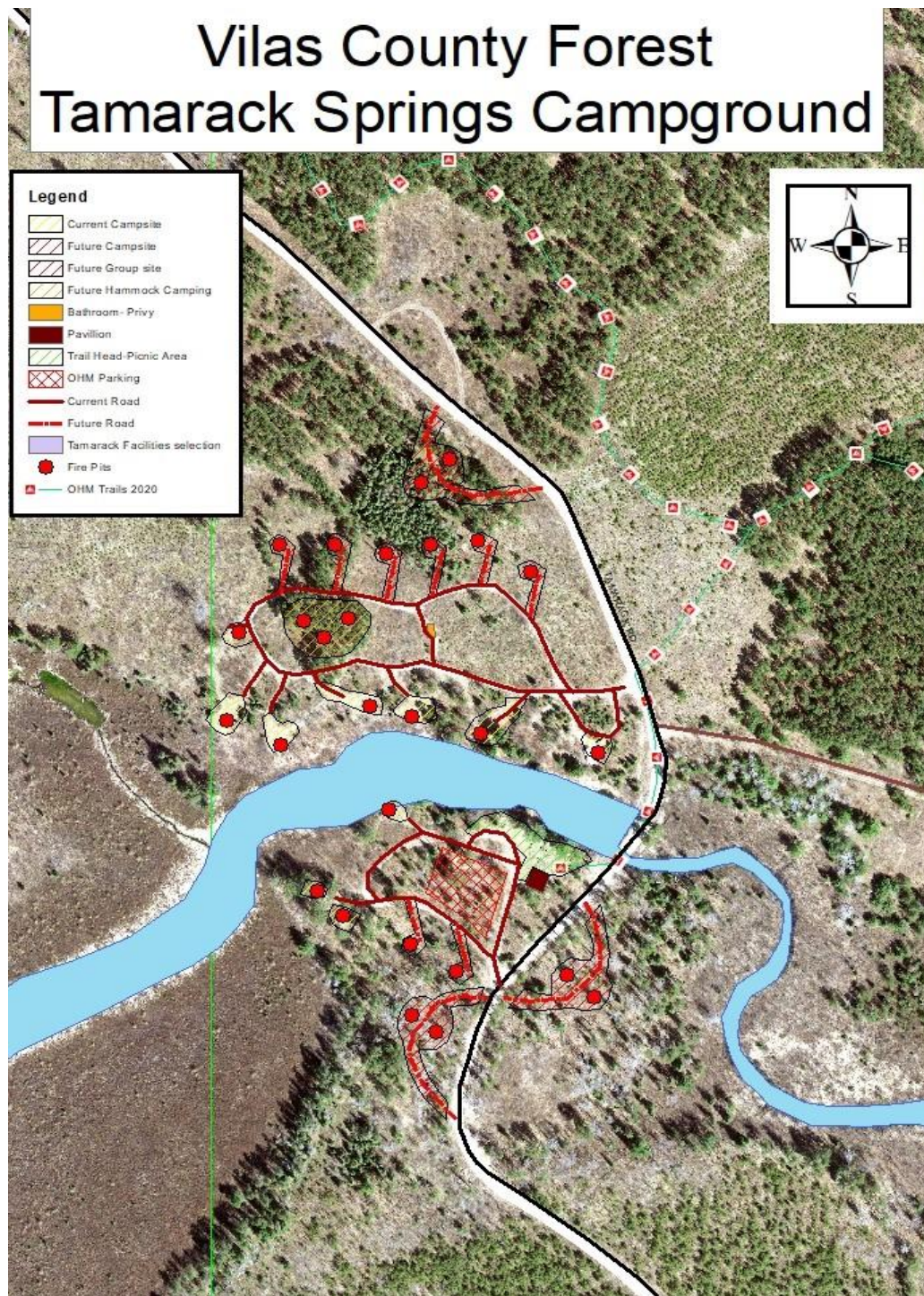
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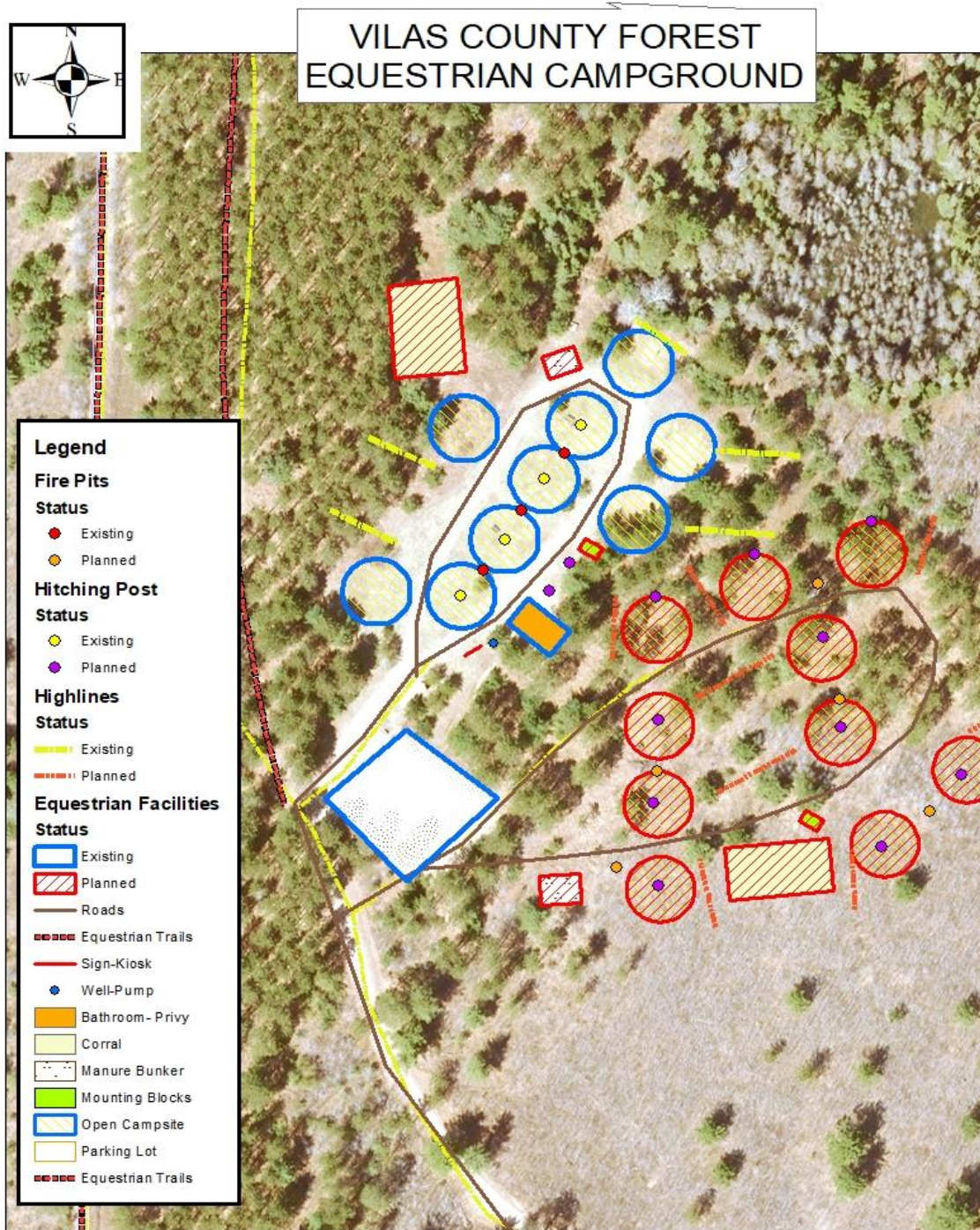
1020.9 CERTIFIED COUNTY FOREST GAS TAX ROADS



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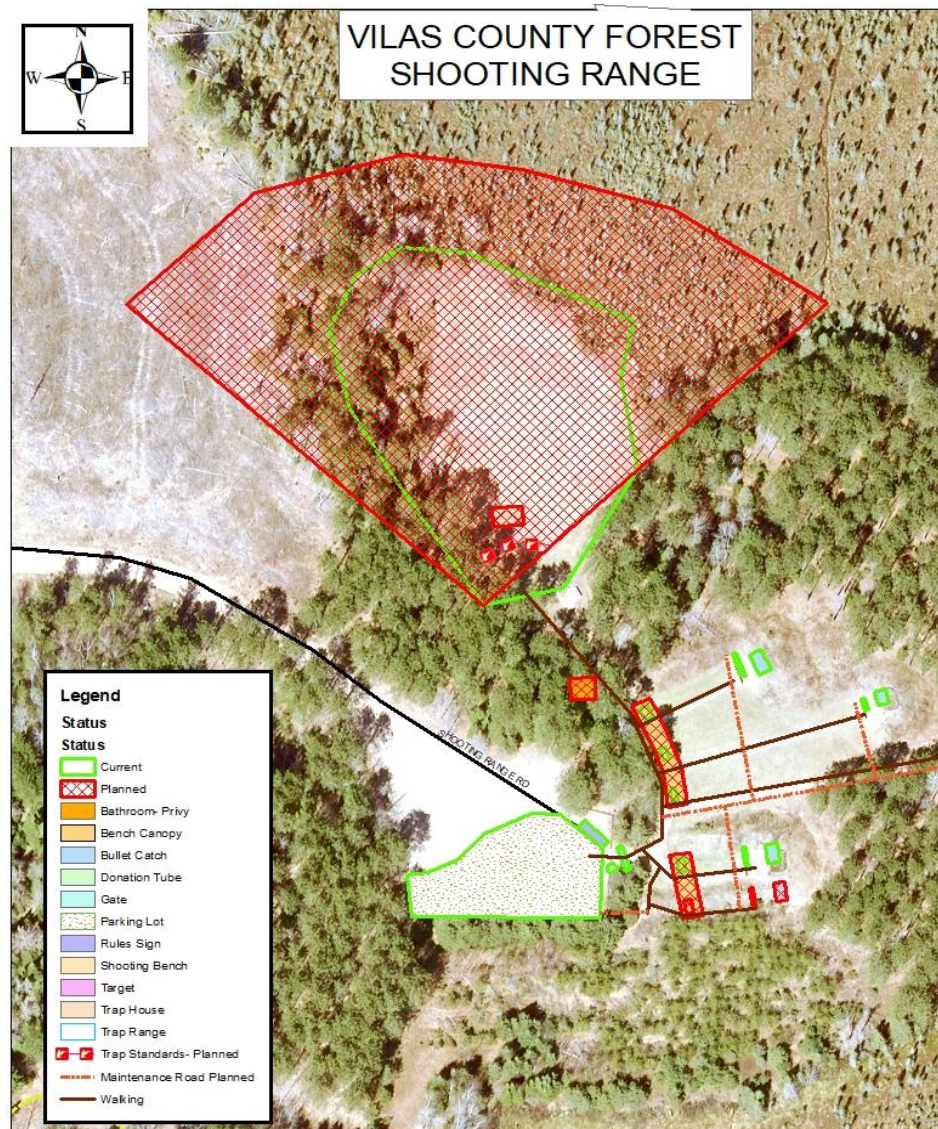
COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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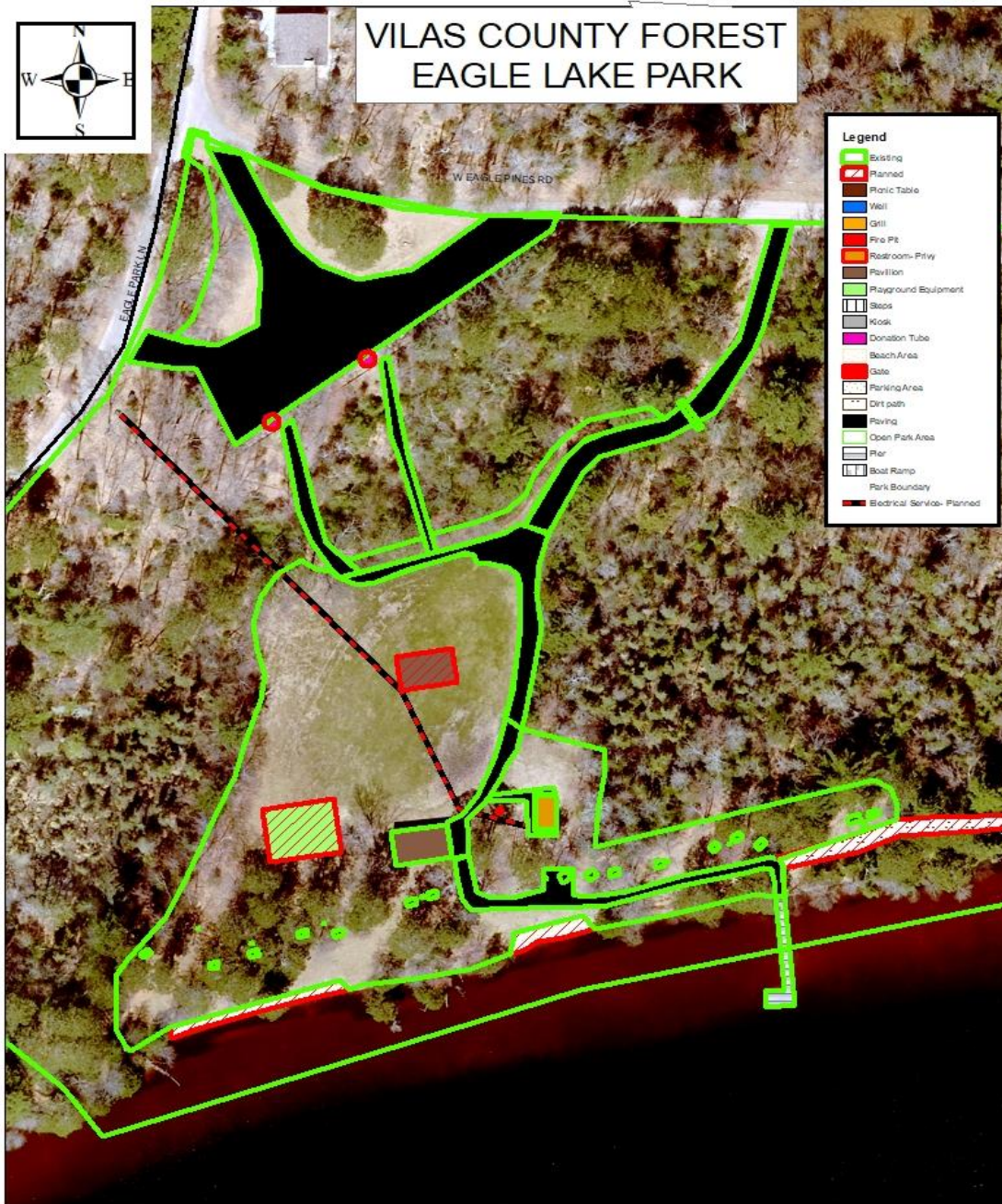
COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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1020.11 DAY USE PARKS, BEACHES, IMPROVED FISHING SITES AND BOAT
LANDINGS

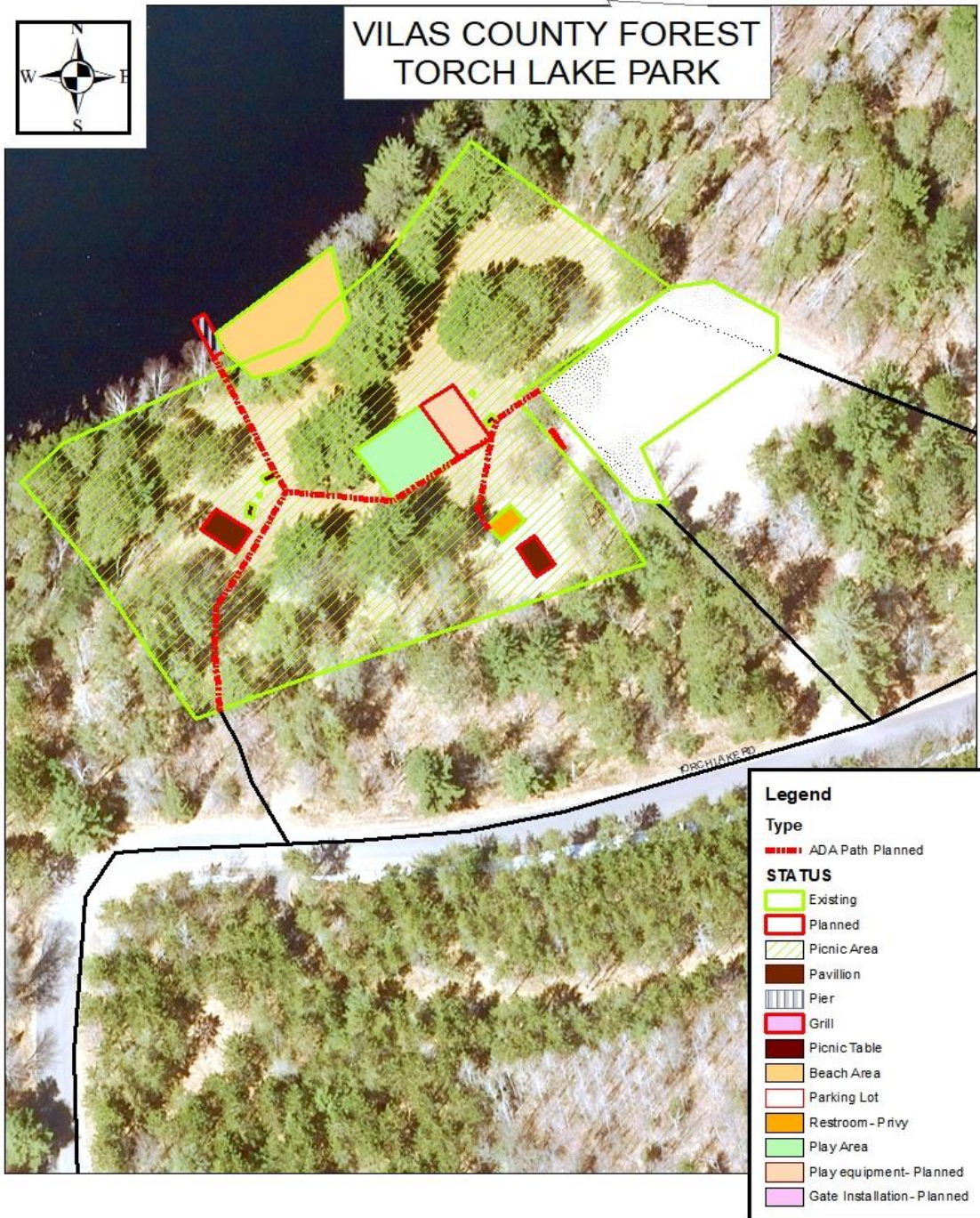
[Vilas County, WI \(vilascountywi.gov\)](http://vilascountywi.gov)



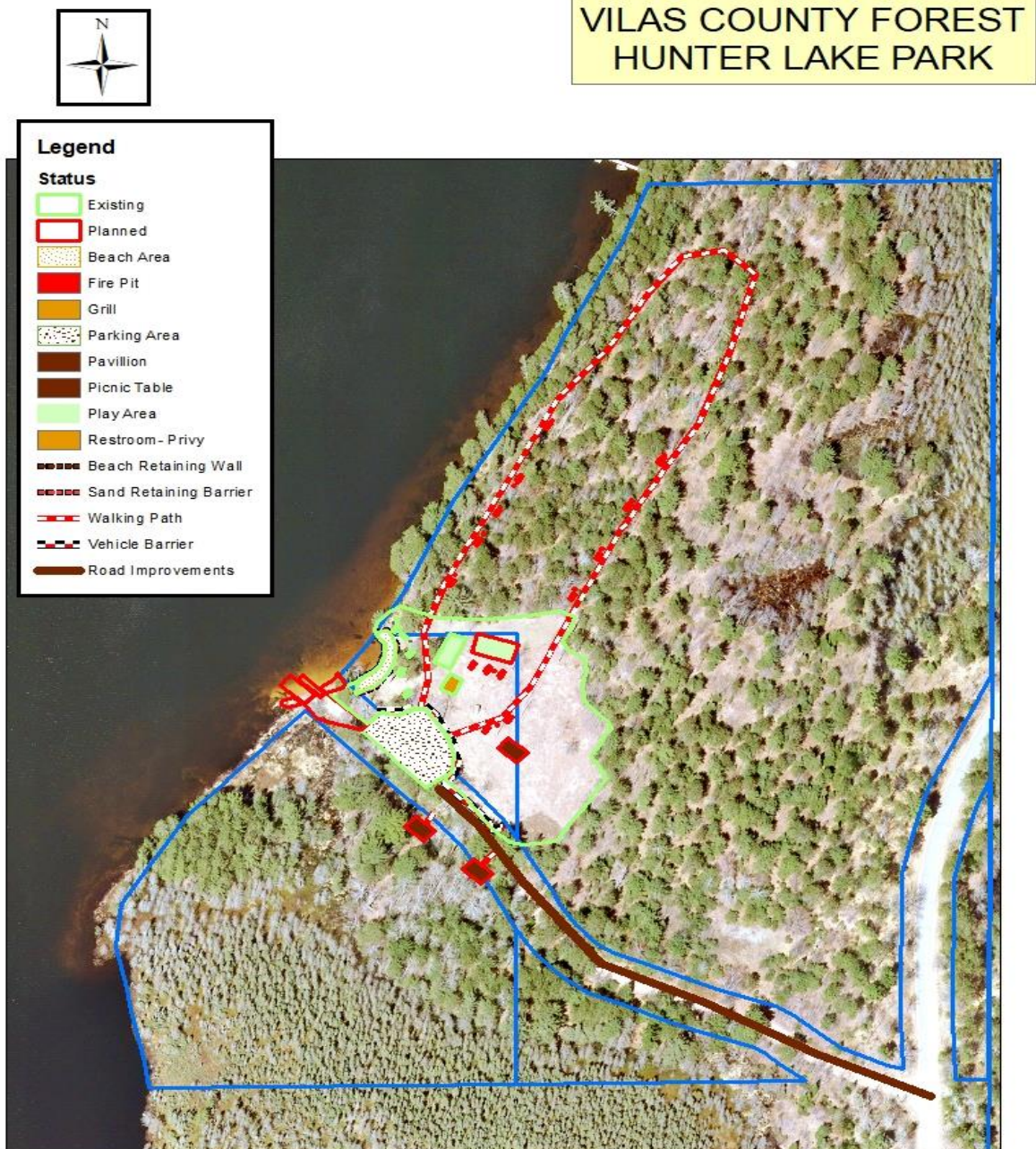
COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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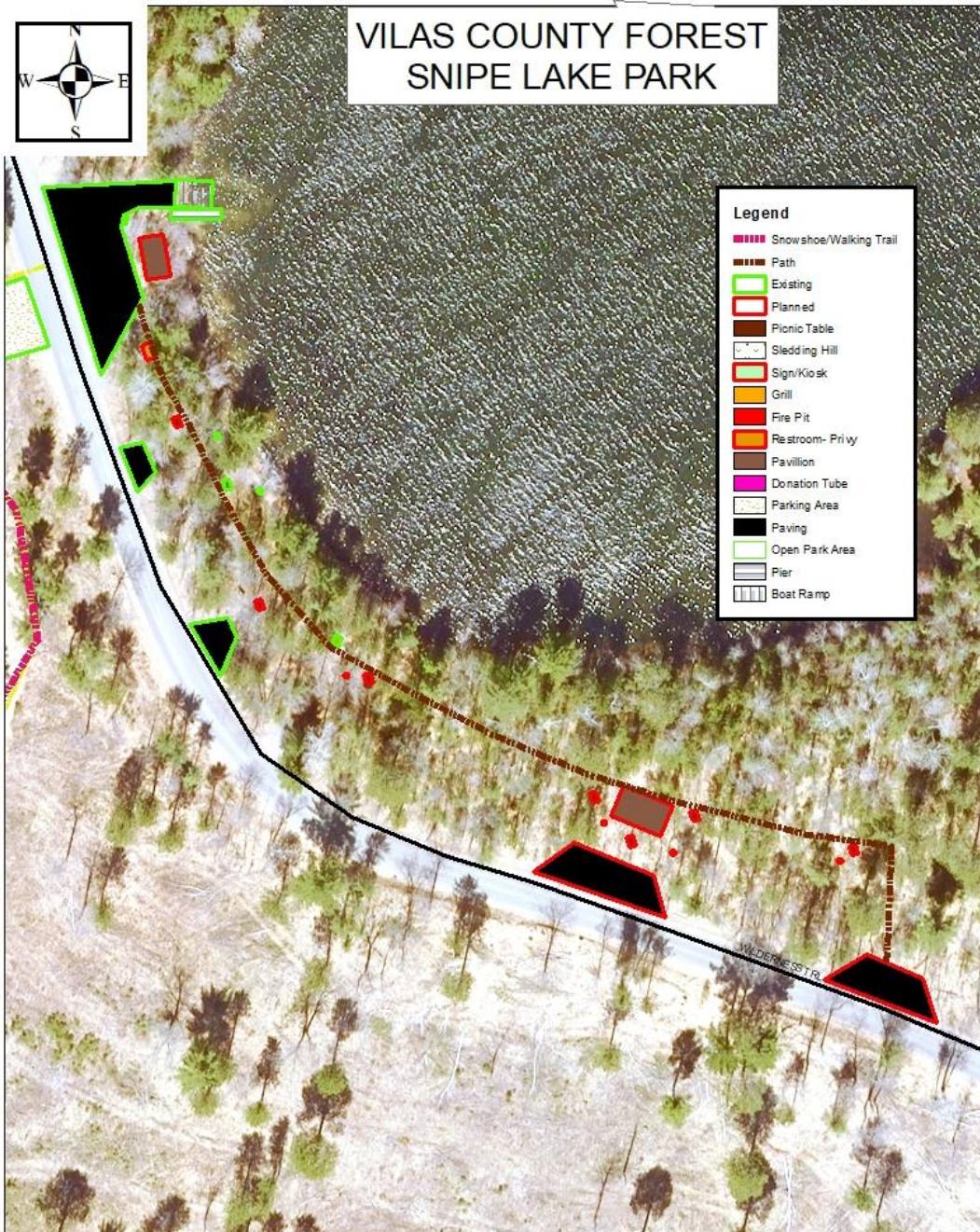
COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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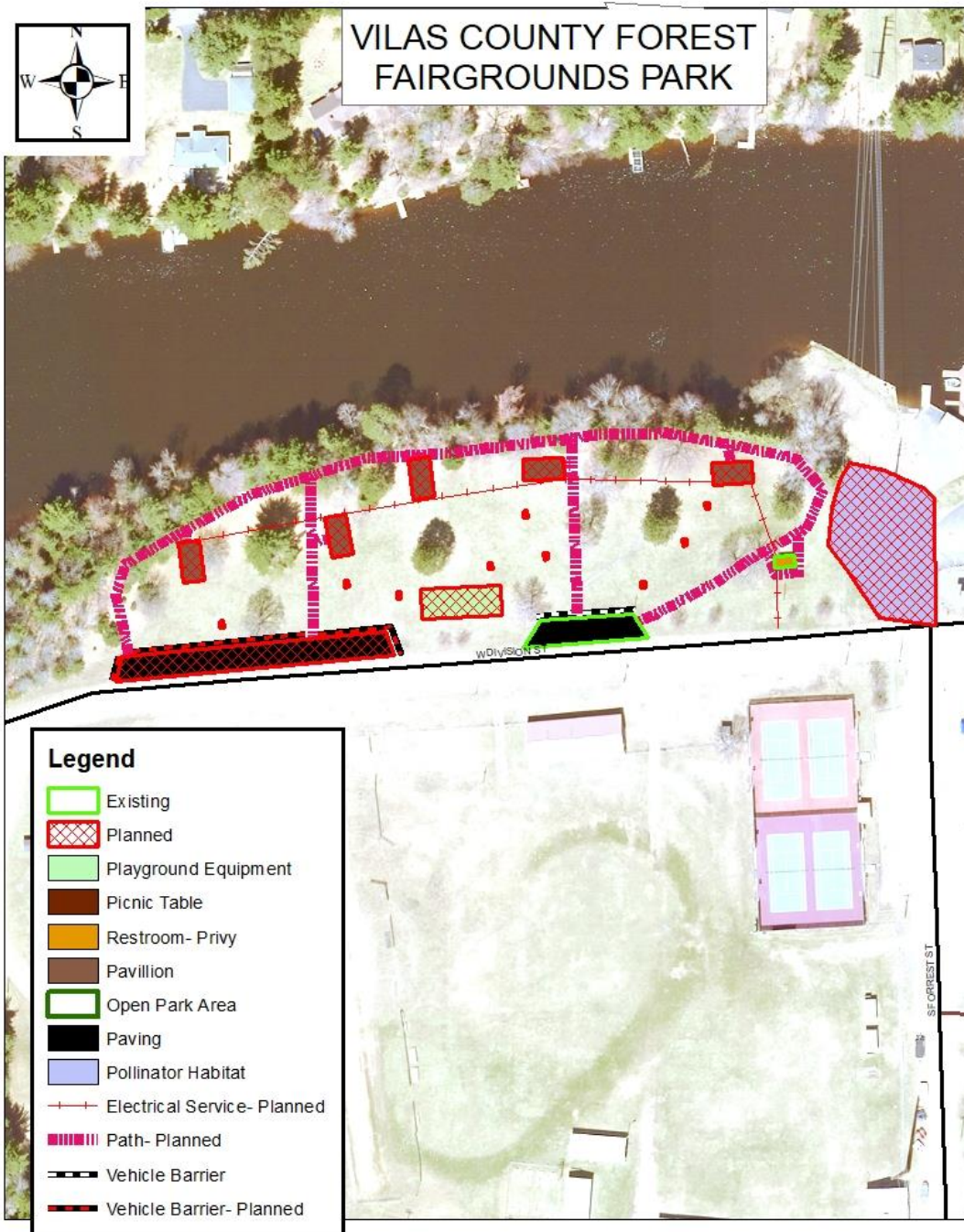
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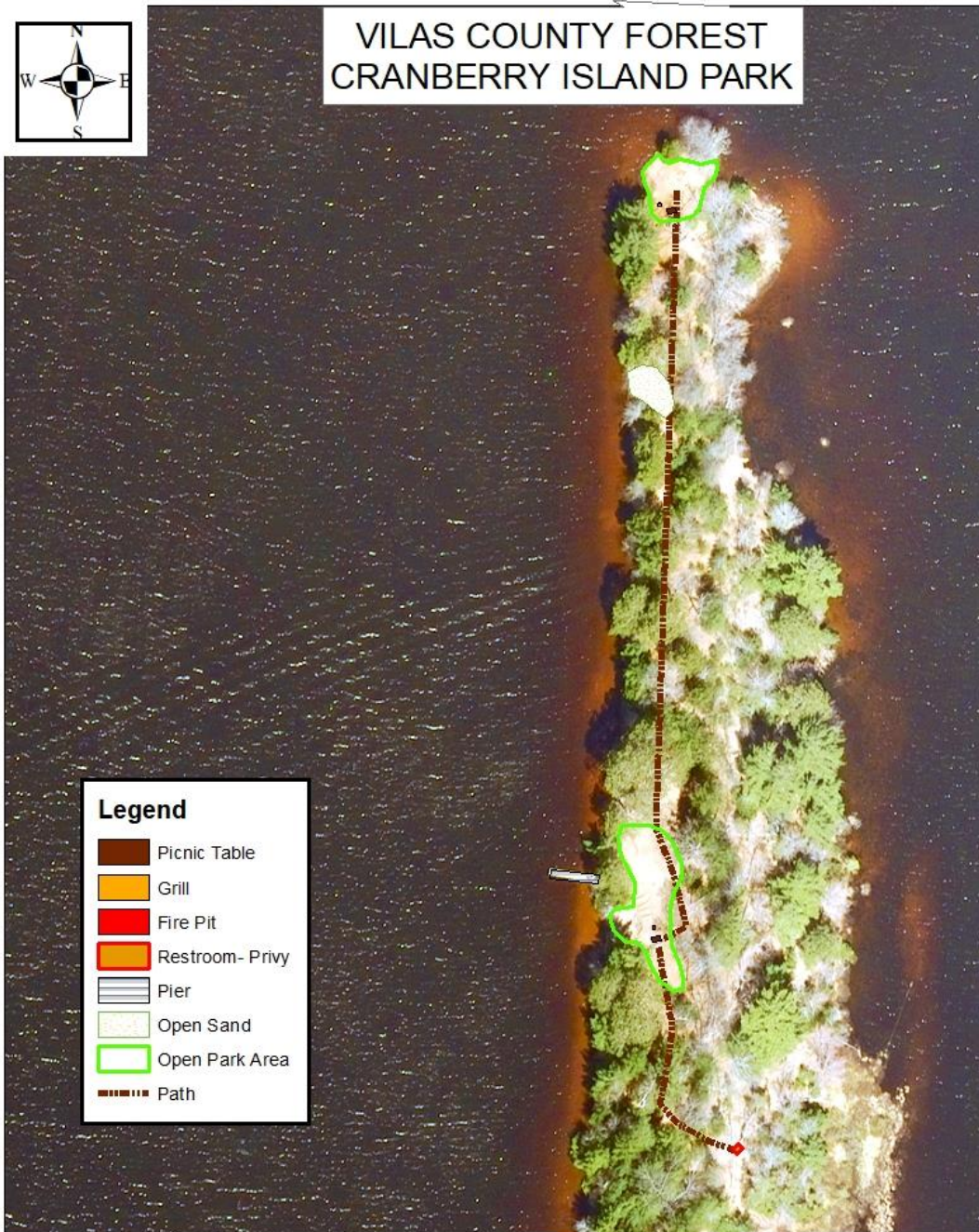
COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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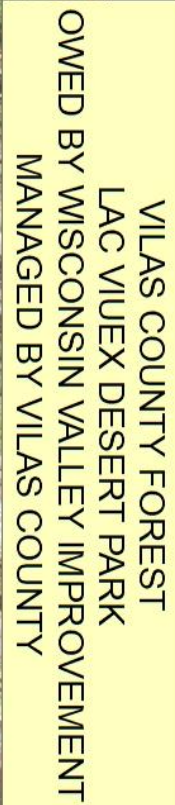


COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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CHAPTER 1000

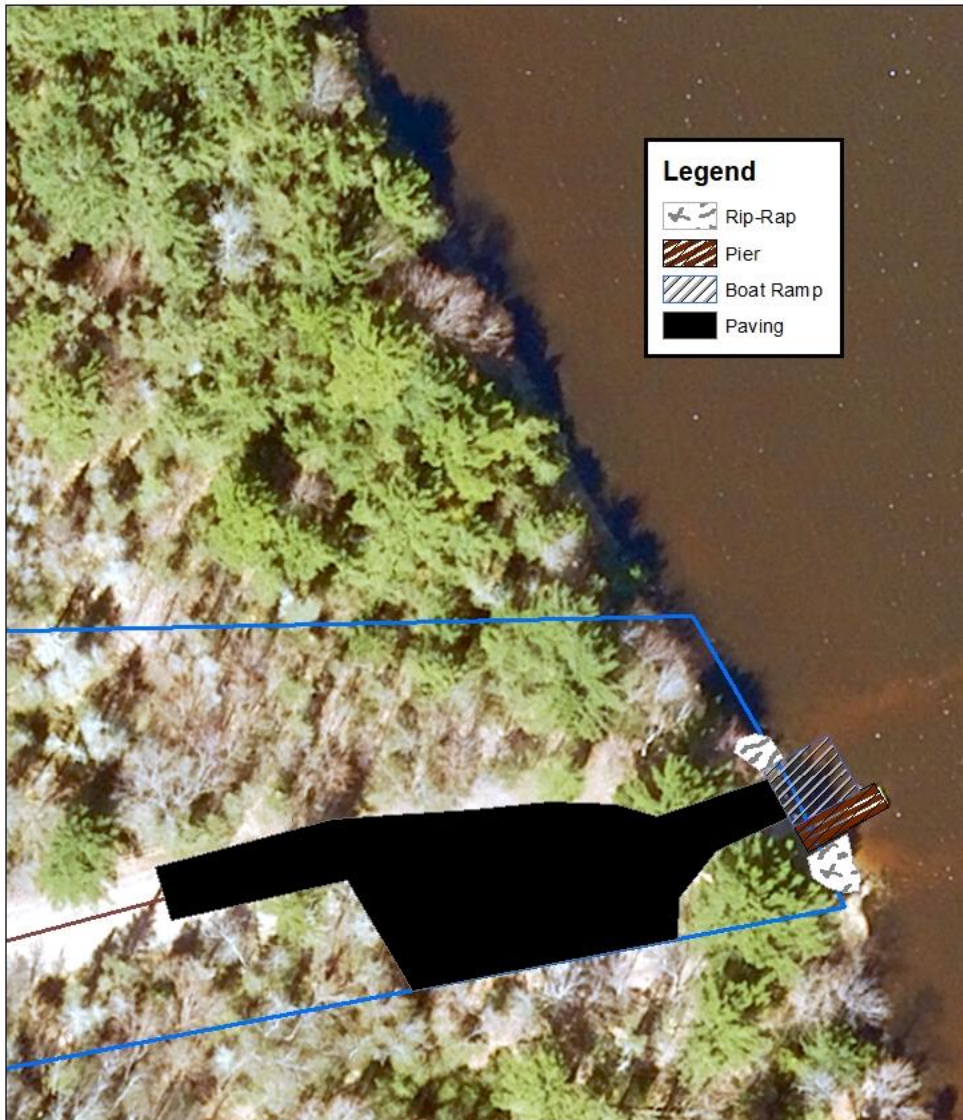
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COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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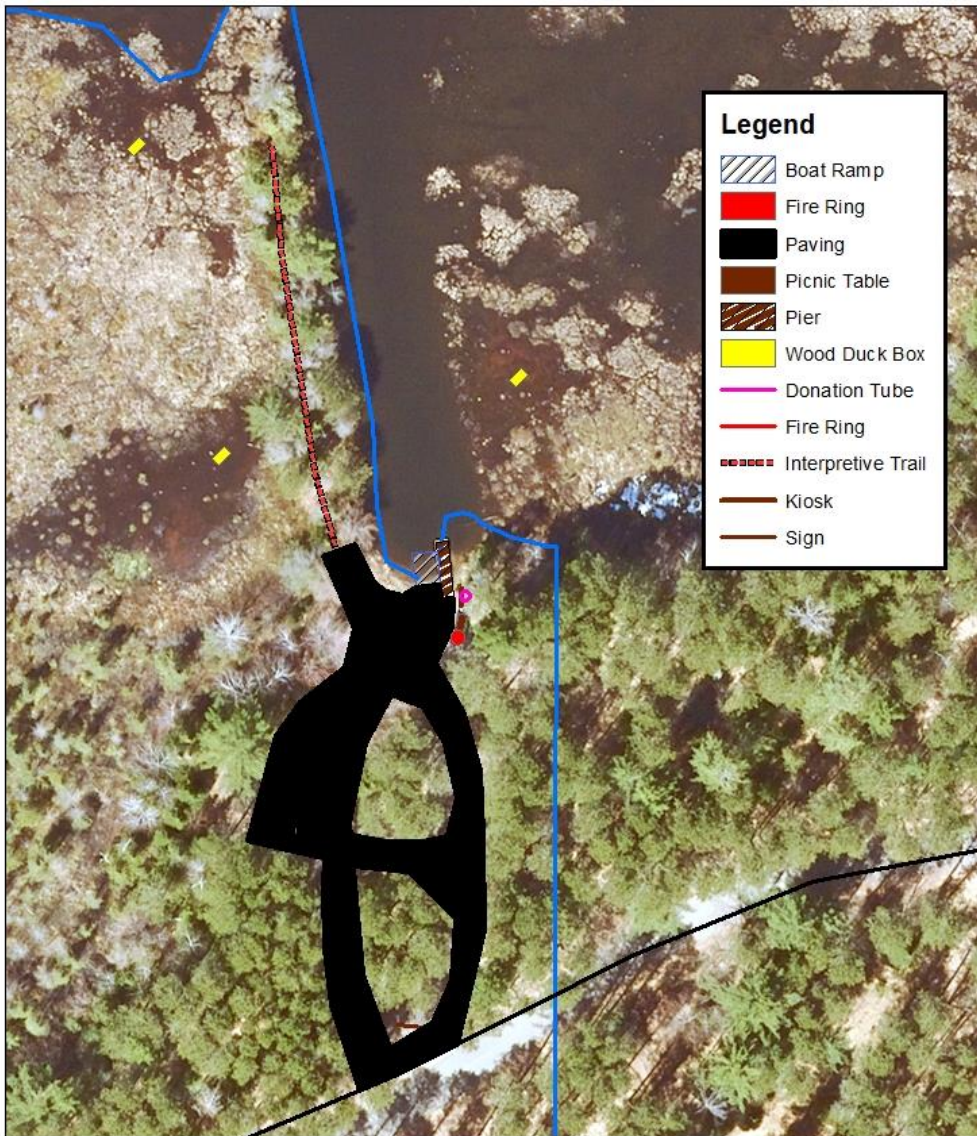
VILAS COUNTY FOREST
BOOT LAKE
BOAT LANDING



COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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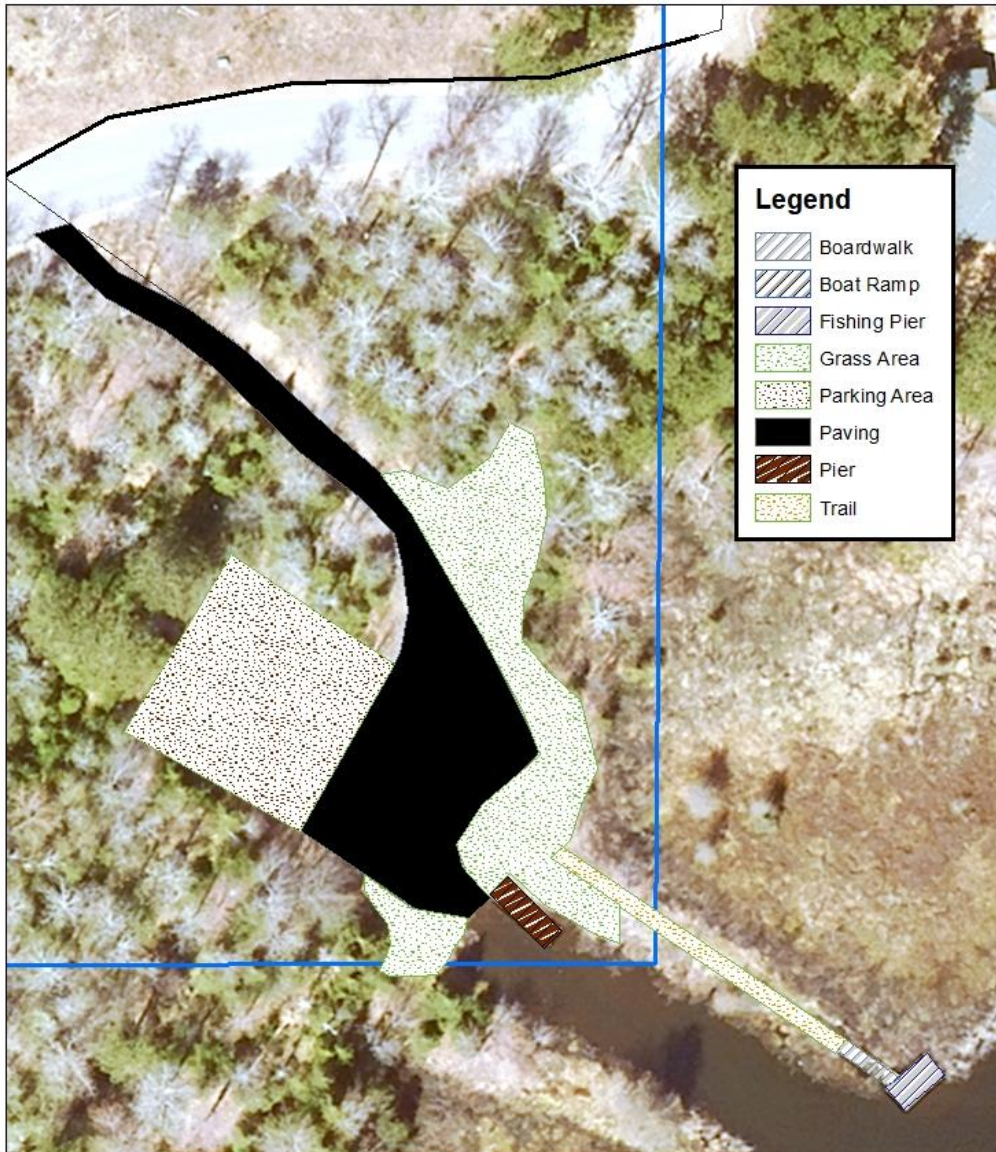
VILAS COUNTY FOREST
UPPER BUCKATABON LAKE
BOAT LANDING



COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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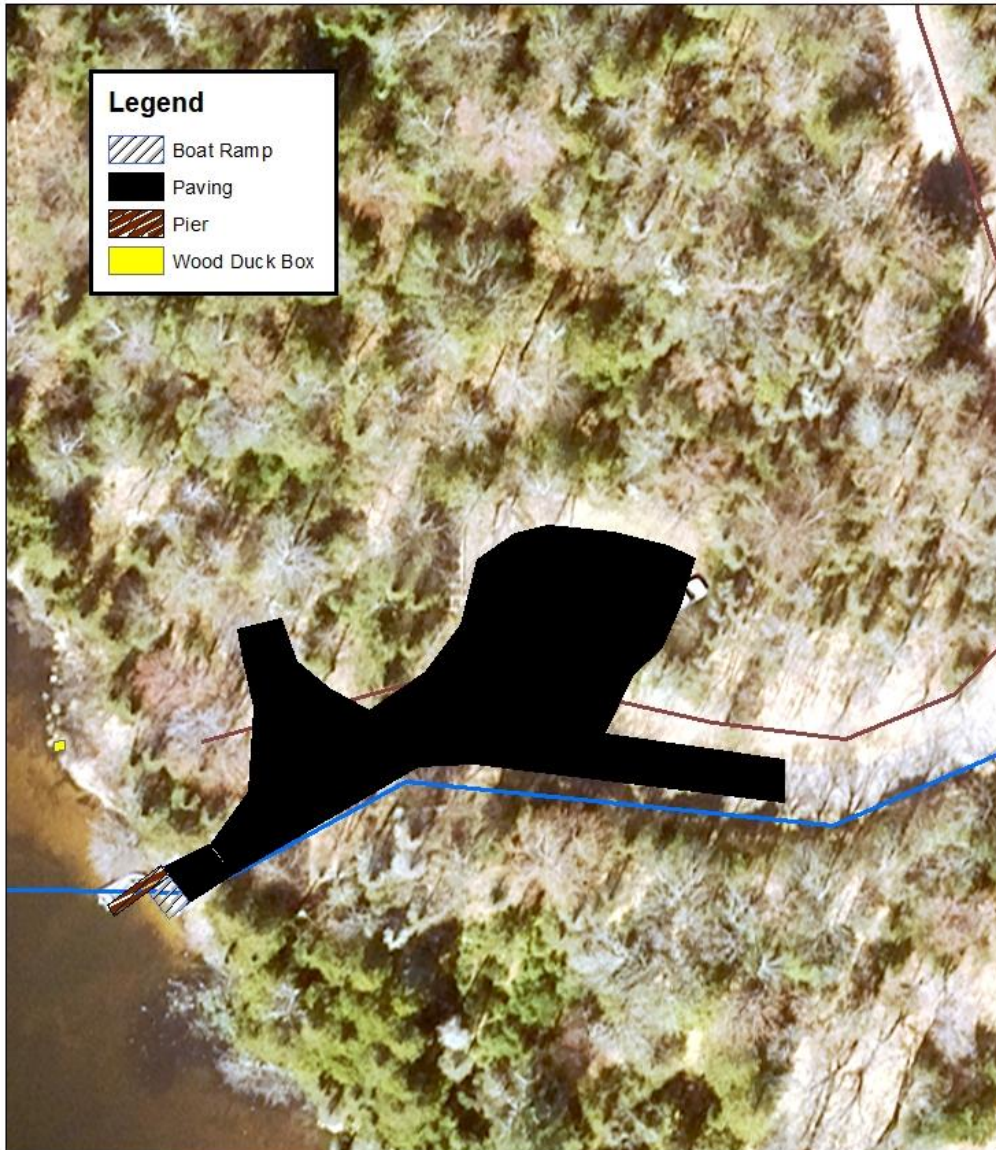
VILAS COUNTY FOREST
LAKE OF THE HILLS
BOAT LANDING



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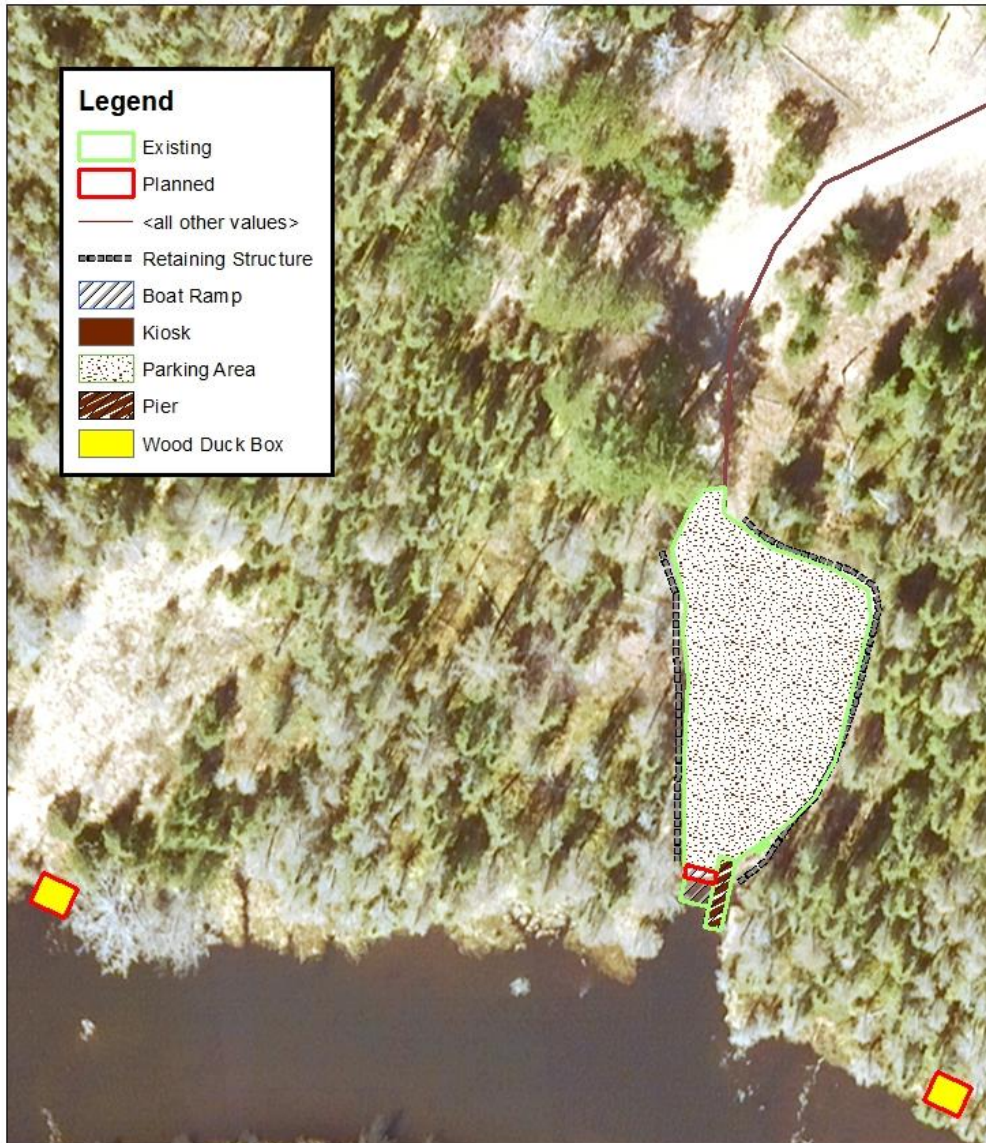
VILAS COUNTY FOREST
MUSKELLUNGE LAKE
BOAT LANDING



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VILAS COUNTY FOREST
PICKEREL CREEK
BOAT LANDING



COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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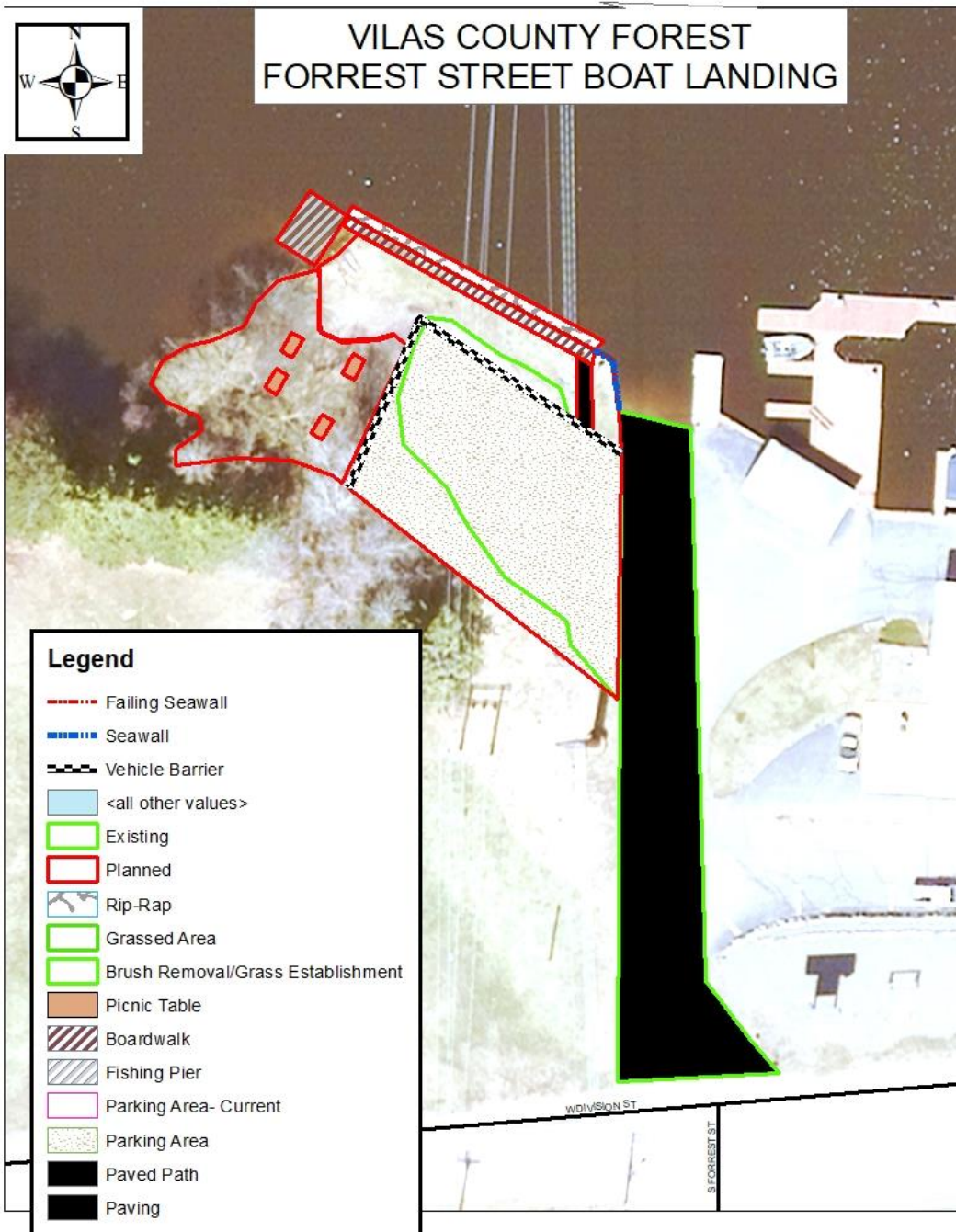
VILAS COUNTY FOREST
TAMARACK FLOWAGE
BOAT LANDING



COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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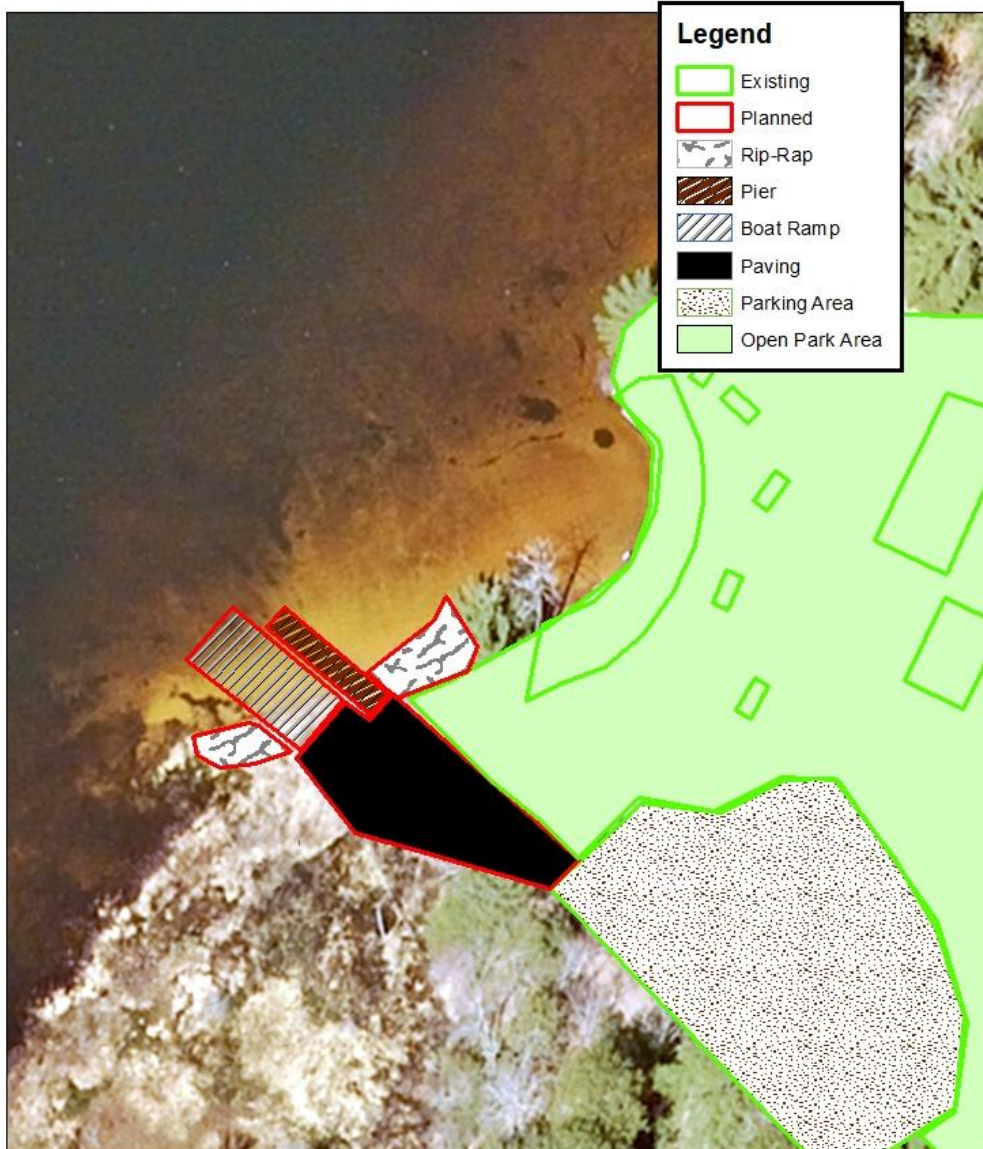
COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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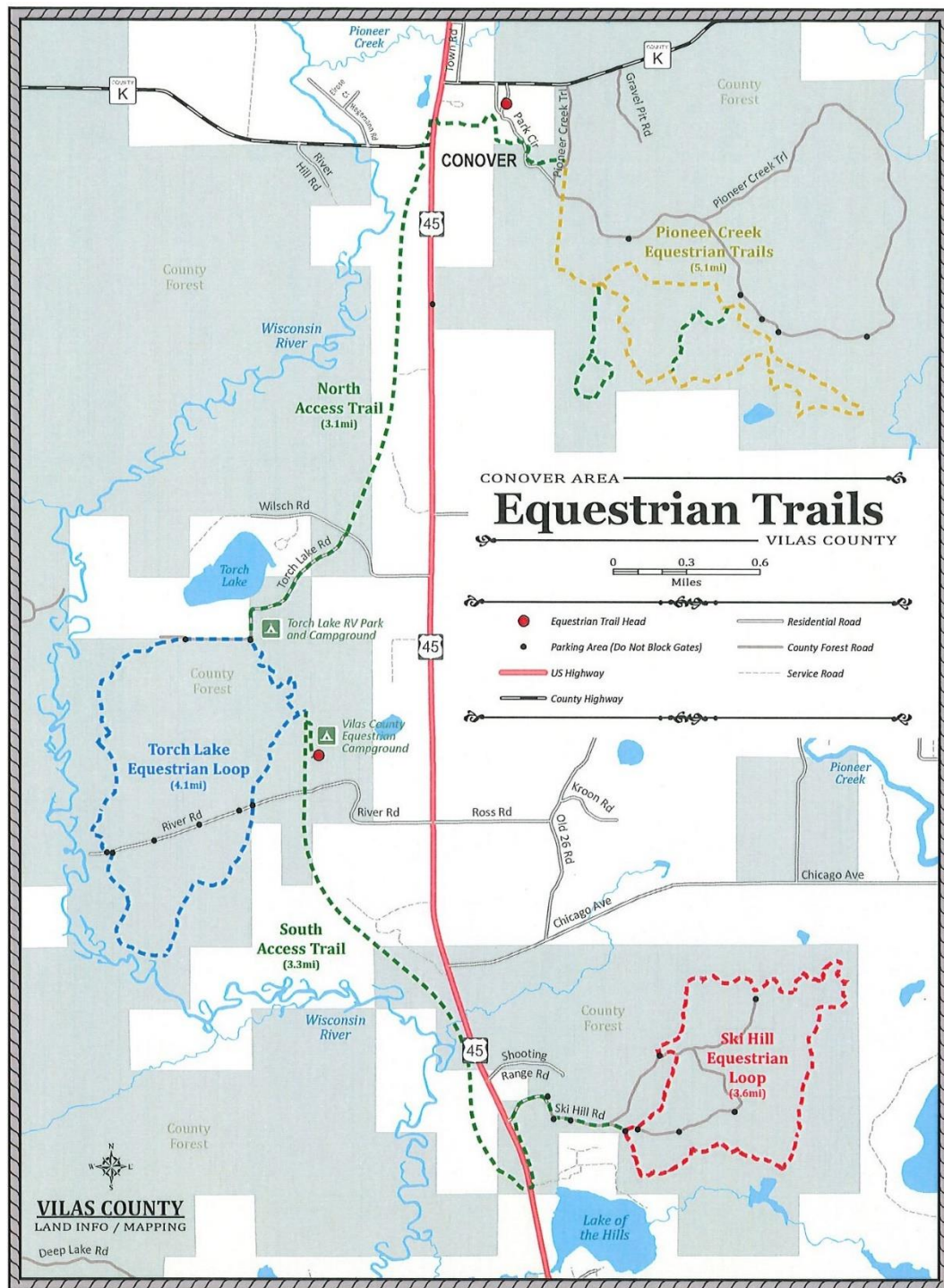
COMPREHENSIVE LAND USE PLAN FOR THE VILAS COUNTY FOREST
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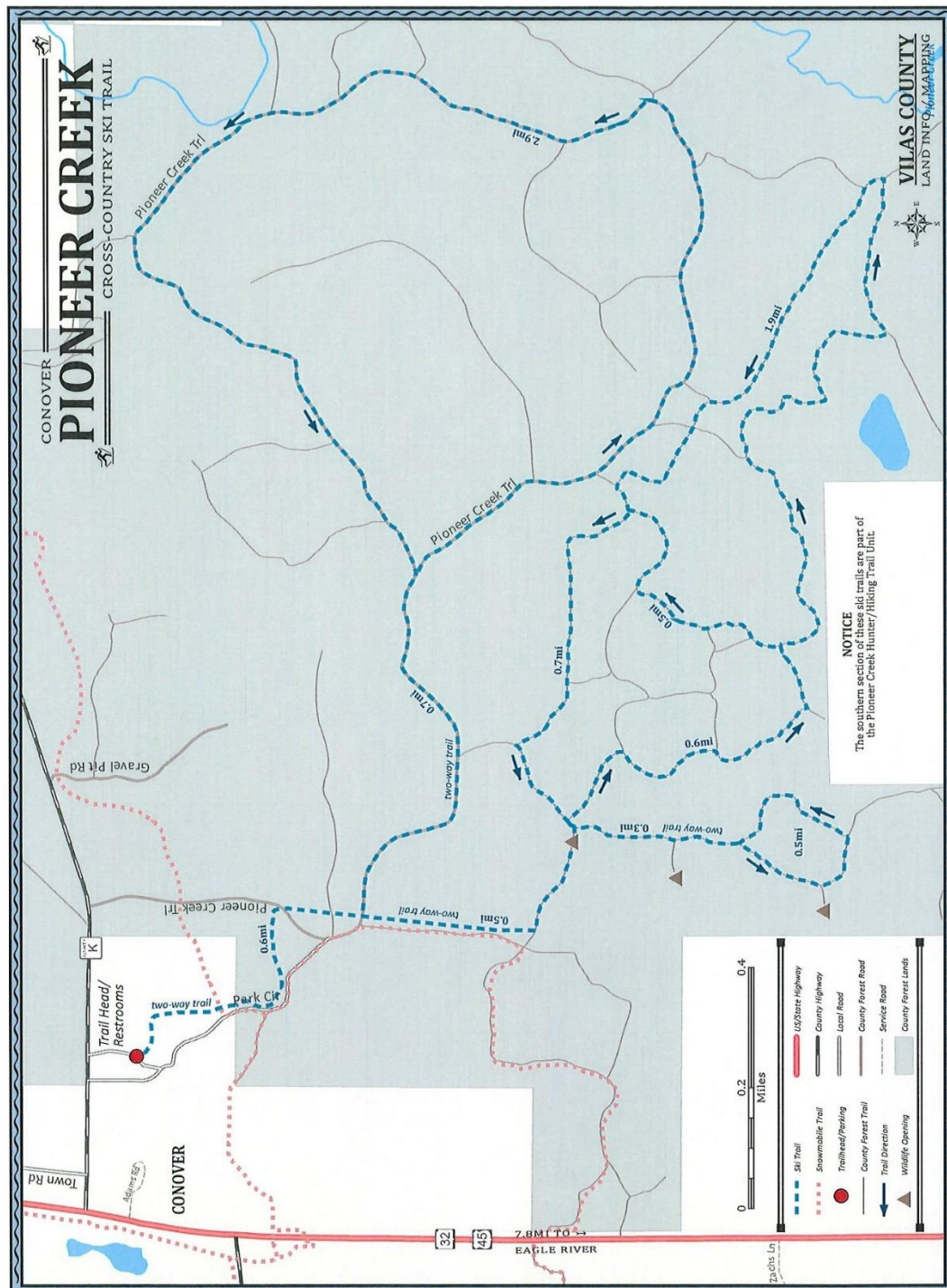


VILAS COUNTY FOREST
HUNTER LAKE
BOAT LANDING



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Legend

- Existing
- Planned
- Open Campsite
- Parallel Pier with Canoe/Kayak Attachment
- Parking Lot
- Restroom- Privy
- Restroom- Privy- New
- Current-Upgrade Planned
- Planned
- Wisconsin River Water Trail

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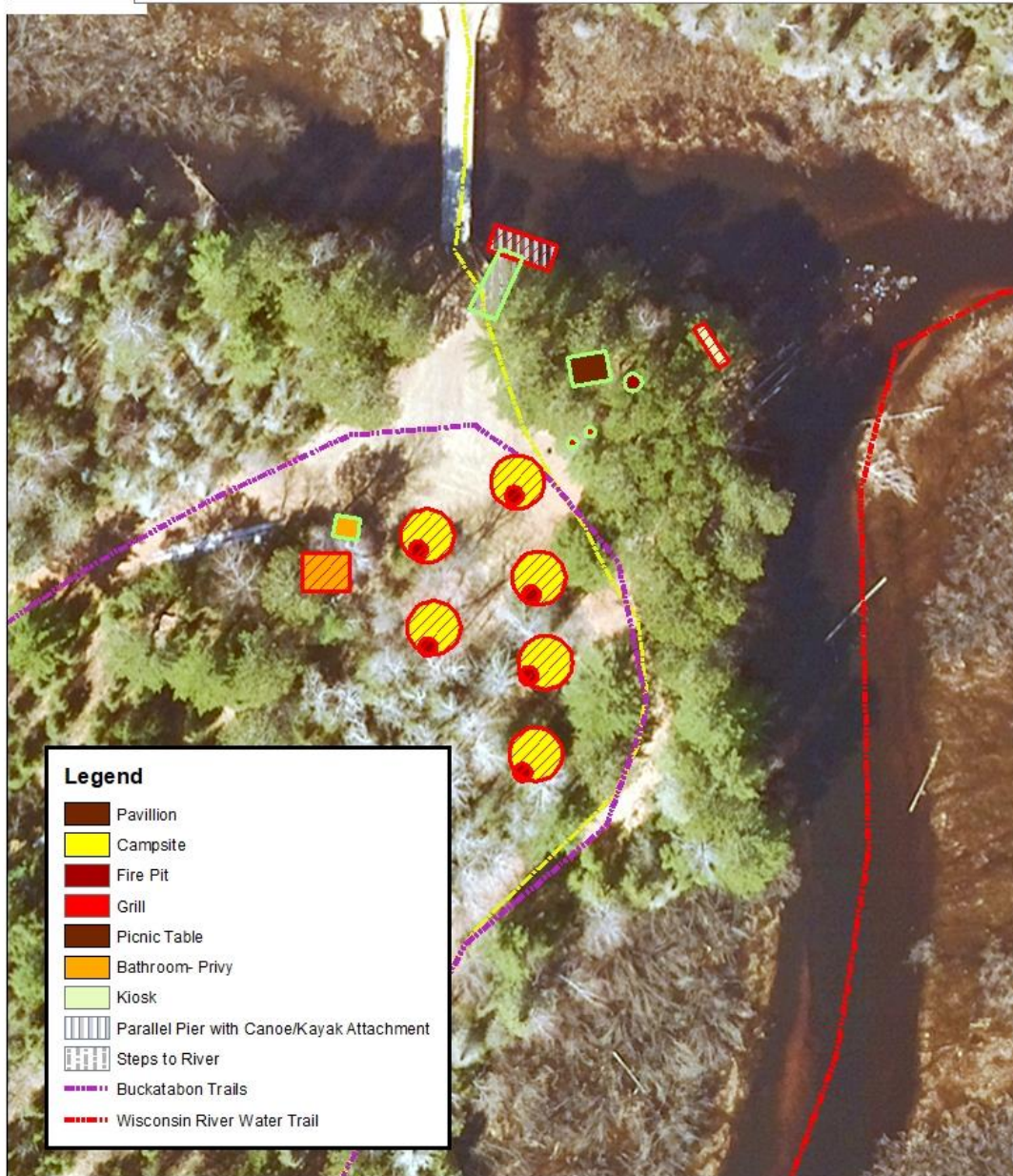
Legend

- Planned
- Parallel Pier with Canoe/Kayak Attachment
- Canoe/Kayak Locking Station
- Wisconsin River Water Trail

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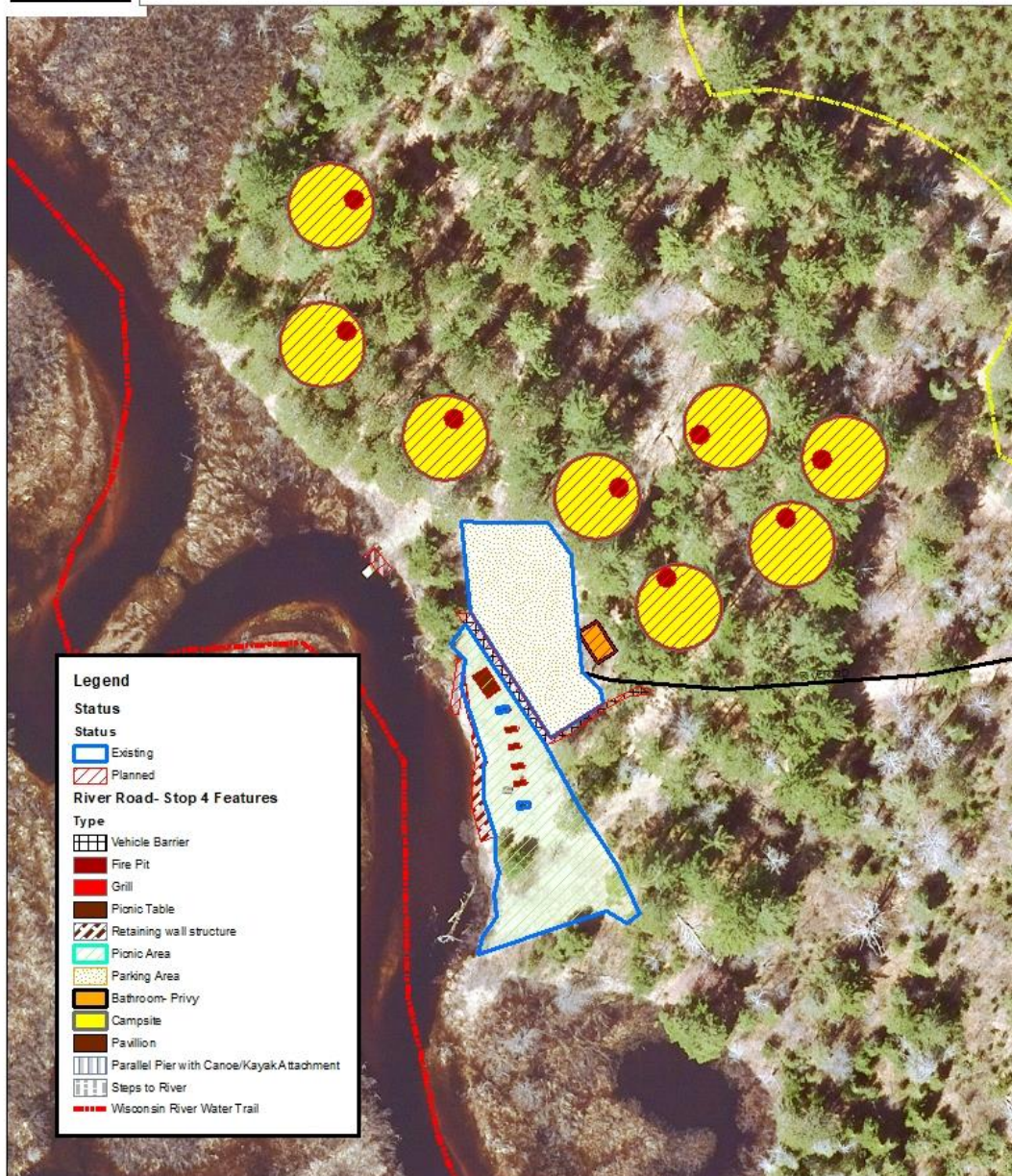
VILAS COUNTY FOREST
HEADWATERS OF THE WISCONSIN RIVER TRAIL
BUCKATABON SHELTER



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VILAS COUNTY FOREST
HEADWATERS OF THE WISCONSIN RIVER TRAIL
RIVER ROAD



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VILAS COUNTY FOREST
HEADWATERS OF THE WISCONSIN RIVER TRAIL
DR. OLDFIELD

