

State of Wisconsin
Department of Natural Resources

**Timber Sale
Handbook**
2461

Timber Sale Handbook

INDEX

<u>Chapter</u>		<u>Page</u>
10	GENERAL	10-1
	Cordwood Weight Conversion Factors	12-1
20	TIMBER SALE ESTABLISHMENT	
	Tree Marking Code & Preservation of Monuments and Corner Posts	21-1
	Sales Adjacent to Property Boundary Lines	22-1
	Cruise Accuracy Guides	23-1
	Cruising Systems	24-1
	Contracting with Cooperating Consultant Foresters	25-1
30	REPORTING PROCEDURES	
	Forms List by Stage of Sale	31-1
	Timber Sale Notice and Cutting Report Guide	32-1
	Approval and Reporting Procedure for Department Timber Sales	33-1
	Approval and Reporting Procedure for County Forest Lands	34-1
40	SALE ESTABLISHMENT	
	Base Stumpage Rates	41-1
	Interim Adjustment of Base Stumpage Rates	42-1
	Rounding Guides	43-1
50	SALE METHOD	
	Sale Systems	51-1
	Advertised/Direct Sale of Unsold Advertised Timber	52-1
	Lump Sum Sale	54-1
	Cut and Seized Products, Salvage and Charitable Timber Sales	55-1
	Merchantable Timber Cut in Conjunction with Construction Projects	56-1
	Forest Products Permit	57-1
	Scaled Sales	58-1
	Scaling Procedures	58-1
	Mill Scale Ticket System for Pulpwood Scaling or Certification Chain of Custody	58-1
60	SALE OF TIMBER	
	Prospectus Inclusions	61-1
	Opening Bids	62-1
	Contract Specifications	63-1
	Bid and Performance Bonds	64-1
	Stumpage Payment	65-1
	Worker's Compensation Insurance Coverage	66-1
70	SALE ADMINISTRATION - GENERAL/CONTRACTUAL	
	Posting of Timber Sale Areas	71-1
	Gating of Timber Sale Roads	71-1
	Recreational Trails	71-1
	Sale Inspection	72-1
	Seizure of Illegally Cut Products	72-1
	Civil Liability for Unauthorized Cutting, Removal or Transportation of Raw Forest Products	72-2
	Contract Amendment	73-1
	Breach of Contract & Termination of Contract	74-1
	Bankruptcy of Timber Sale Contractor	75-1
	Death of Timber Sale Contractor	76-1

Timber Sale Handbook

80	SALE ADMINISTRATION - TRANSACTION/REMITTANCE/CLOSE-OUT	
	Transaction/Remittance	81-1
	Transaction Guide	82-1
	Final Sale Inspection	83-1
	Performance Bond Retention cpf "Dmrkpi "for Repair of Damages on State Land	83-1
	Close-Out Transaction	84-1
	County Forest Payments/Penalties	85-1
	Sample Ledger and Transactions	87-1
90	GATHERING RIGHTS	91-1
100	TIMBER SALE REPORTS	
	General	101-1
	Standard Timber Sale Reports	102-1
110	TIMBER SALE FILE COUNTY/STATE	
	Proposed Timber Sales	111-1
	Active Timber Sales	111-1
	Completed Timber Sales	111-2
	Description of Timber Sale Records	111-3
APPENDIX		
	Advertisement Sample	A-1
	Prospectus Sample	A-3
	Timber Sale Notice and Cutting Report (2460-1) example	A-6
	Timber Sale Map Sample	A-9
	Long Log Tables	A-10
	Product Conversion Factors	A-18
	Contents of Poles in Board Feet and Ft ³ /Cord for Common Species	A-19
	Cubic Volume of Posts	A-20
	Boundary Line Agreement Sample	A-21
	Cutting Line Agreement Sample	A-22
	Timber Sale Contractor Checklist	A-23
	Logging Access Road Land Use Agreement	A-25
	Timber Sale Notice and Cutting report (2460-1) example – Variable utilization	A-28
	Timber Sale Notice and Cutting report (2460-1) example – Combining species	A-29
	Letter of Credit Request for Payment Sample	A-30

This document is intended solely as guidance, and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. This guidance does not establish or affect legal rights or obligations, and is not finally determinative of any of the issues addressed. This guidance does not create any rights enforceable by any party in litigation with the State of Wisconsin or the Department of Natural Resources. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts.

Timber Sale Handbook

CHAPTER 10

GENERAL

State/County Timber sales on public properties are conducted, utilizing silvicultural methods, to accomplish society's management objectives

Timber sales on Department-owned and County Forest land should be conducted in accordance with the management plan for the property involved and consistent with management objectives for that property. Department timber management, silvicultural practices, best management practices for water quality and aesthetics management guides should be applied.

Projects involving harvest of merchantable-sized timber (≥ 5 " diameter) shall be completed and reported in accordance with this handbook. Timber sales involve removal of merchantable products and must be sold pursuant to s. 28.05 and s. 28.11(6), Wis. Stats., respectively. Habitat management projects involving only removal of small diameter (≤ 5 " diameter) trees and brush are not considered "timber sales" and should not be reported as such.

A high level of accuracy and integrity is required of those involved in timber sale activities. Cruise estimates and marked timber volume estimates should attain the necessary level of accuracy. Calculations and transcribing of data should be checked by another Department employee so as to minimize errors.

Timber sales often involve large sums of public money as well as the ethics of good forest management. Those who are delegated authority to establish, conduct and approve timber sales have a legal and moral responsibility to the public to obtain maximum financial return from forest land and to establish the best forest practices possible. See section [NR 1.24](#), Wis. Adm. Code, Management of State and County Forests, for Natural Resources Board policy relating to timber sales.

The guidelines contained within this Handbook have been developed out of many years of experience and should be used unless sound judgment by the party responsible for the sale determines otherwise. In such cases, the file should contain justification for that course of action.

State/Cnty CORDWOOD WEIGHT CONVERSION FACTORS

The following weight conversion methods may be used in the conversion of weight scale to standard 128 cubic foot cord. The selected option should remain consistent for all sales on a specific property and not changed readily.

OPTION 1: Weight conversion factors established by the various mills may be used for billing purposes. The mill must be contacted to obtain specific conversions if they are not supplied on scale ticket receipts.

OPTION 2: The weight conversions in the following table may be used for billing purposes. If this option is to be used the weight conversion table should be included in the timber sale prospectus. Weights shown are for average cordwood size wood that is reasonably straight.

Factors for mixed cordwood may be developed by weighted average of cruise estimates based on species volume distribution and/or ocular estimate.

CORDWOOD WEIGHT CONVERSION FACTORS
POUNDS PER CORD

Species	Weight (lbs.)	Weight (tons)
Hemlock	4800	2.400
Tamarack	4650	2.325
Red pine	4500	2.250
Jack pine	4250	2.125
Balsam	4250	2.125
White pine	4200	2.100
Spruce	4000	2.000
Cedar	3150	1.575
White oak	5850	2.925
Red oak	5500	2.750
Hickory	5400	2.700
Yellow birch	5350	2.675
Hard maple	5100	2.550
Beech	5050	2.525
Elm	5000	2.500
Balsam poplar	4900	2.450
White birch	4800	2.400
Cottonwood	4650	2.325
Ash	4600	2.300
Soft maple	4550	2.275
Aspen	4500	2.250
Basswood	3850	1.925
Locust	5300	2.650

Whole Tree Utilization

Adjustments for whole tree operations should take place as part of the bidding process. Cubic cruise may be used to generate variable utilization volume estimates for bidding purposes. If cubic cruise is not used, consult the Forest Products Specialist. For further information, see variable utilization bid on page [62-1](#).

CHAPTER 20

TIMBER SALE ESTABLISHMENT

State/Cnty TREE MARKING CODE & PRESERVATION OF MONUMENTS AND CORNER POSTS

Tree Marking Code

Management of Department-owned lands is becoming more intensive. It is important that the public is aware of this and desirable that they have an understanding of the management practices being applied.

Tree marking paint has aroused the curiosity of the sportsman, vacationer and sightseer. It is, therefore, desirable that a uniform tree marking paint code be established and adhered to. This will also serve to obtain better compliance to timber sale contracts if designated colors have specific meanings.

The Wisconsin Society of American Foresters has recommended a standard code for marking paint colors.

All personnel using tree marking paint should use the following paint code:

Property boundaries	- Blue
Timber sale area boundaries	- Red
Trees to be cut	- Orange or yellow
Trees to be left	- Light Green
Interior sale boundaries	- Purple
Research and inventory	- White
Trails	- Aluminum

State/Cty Preservation of Monuments and Corner Posts

Manual Code 8621.2 covers the subject of preservation of landmarks, monuments and corner posts (section 59.635 (now 59.74), Wis. Stats.).

Timber sales are often established adjacent to survey monuments and corner posts. Every effort must be made to prevent damage to these essential references.

When timber sales are established, all monuments and corner posts should be flagged and marked for easy identification during timber harvest operations. Special clauses should be placed in the timber sale contract to prevent destruction of monuments or bearing trees.

Bearing trees should be painted with a six-inch band of paint. Any color except orange or yellow may be used. The band should be six feet from the ground.

State Tree Marking Paint - Safety

The Division of Forestry has continually reviewed the issue involving the use of tree making paint and potential impacts on employee health. The Division has been pro-active in eliminating the use of lead-based tree marking paint in the 70's and eliminating the use of old formulations of oil-based paint in the early 1990's. The Division of Forestry's Equipment and Safety Team has been engaged in reviewing current scientific literature on this issue and has provided periodic updates to the Forestry Leadership Team throughout the years.

The Equipment and Safety Teams latest review of the scientific literature has documented that the current health hazard evaluation reports completed by NIOSH have found no employee health exposures existed from utilization of tree

marking paint, either oil-based or waterborne paint formulations. Copies of these NIOSH reports are available from the Division of Forestry or the Department's Safety Program.

In 2007 the Division of Forestry Equipment and Safety Team, in conjunction with the Department's Safety Program monitored Forestry personnel for exposure to contaminants from tree marking paint during fall tree-marking camps. Results of this monitoring effort clearly demonstrates that the exposure to contaminants from tree marking paint to Forestry employees while marking trees is well beneath the OSHA permissible exposure limits (PEL) and the time weighted average (TWA).

The Division of Forestry policy, in relation to minimizing exposure of employees to tree marking paint, includes the following key points:

1. The Division of Forestry provides training to new employees on proper tree marking techniques that include:
 - Wearing safety glasses when in the woods
 - Wear long sleeved shirts and pants when marking
 - Utilize as little paint as possible when marking
 - Marking trees with the wind at your back
 - Mark at a distance of 8 feet from the tree
 - Mark the butt mark first, then the breast height slash
2. Make the MSDS for each brand or type of tree marking paint available to all employees
3. At formal tree marking camps a safety briefing covering the key points of proper tree marking and wearing of appropriate personal protective equipment will be conducted

The Division of Forestry has based its policy of not requiring the use of respirators for accomplishment of tree marking, with either oil-based or waterborne tree marking paint, based on the fact that the scientific literature has demonstrated that there is no exposure associated in the proper use of tree marking paint in the marking of trees and monitoring of DNR employees in the utilization of tree marking paint.

The Division of Forestry continually reviews the issue as a standing work plan item for the Equipment and Safety Specialist Team.

Designated Hiking Trails

The Ice Age Trail (IAT) and North County Trail (NCT) are designated by yellow (IAT) and medium blue (NCT) paint. Attempt to minimize use of similar colored paint adjacent to these trails to avoid confusion to recreational users.

In some cases it may be desirable to use biodegradable plastic ribbon rather than paint for occasions where the marking is of a very temporary nature.

Any paint lines or "ribbon lines" in existence should be indicated on the timber sale map.

Only lead-free paint is to be purchased and used on Department timber sales.

Suggested Marking Guidelines

- Mark on two sides of the tree.
- Stump mark.
- Make sure red line is visible to the interior of the sale as well as between individually painted trees.
- Use distinctly different marks on a tree to indicate the end of a paint line.
- Have red lines and marked trees face away from trails, roads, and recreation areas.
- If the red line is along a high use recreation area or in an aesthetically sensitive area, require the sale boundary line to be cut.
- Use natural boundaries instead of paint lines whenever possible (i.e. Keg and hardwood boundary).

Best Management Practices for Water Quality

All management activities, including but not limited to timber harvesting, must refer to [Wisconsin's Forestry Best Management Practices](#) (BMP) field manual (PUB-FR-093-97REV) for specific guidelines along waterways. BMPs are mandatory on all state owned lands as well as those county forests that are certified by the Sustainable Forestry Initiative (SFI) or Forest Stewardship Council (FSC). BMPs are also mandatory in those uncertified counties when referenced in their County Forest Comprehensive Land Use Plan.

Land and Road Construction

Construction in excess of one acre in size, or near navigable waters or wetlands, may require a permit. Refer to the Public Forest Lands Handbook (pgs. 270-40 and 270-41) for information on state and local water regulations and storm water permitting requirements.

State **SALES ADJACENT TO PROPERTY BOUNDARY LINES**

Timber sales are often established adjacent to property boundary lines. Avoid buffering the boundary line when setting up the sale. This can lead to the perceived movement of the line over time and potentially loss of land or reduced public use of that land.

If the sale is adjacent to a recorded surveyed line, established by a registered surveyor, simple notification of the adjacent landowners by letter and as noted on 2460-001A may suffice. The actual line must be established by a surveyor on the ground pursuant to normal practices (flags, paint, blazes, etc.), a forester or property manager connecting surveyed corners does not suffice.

For all other sales adjacent to property boundary lines, a signed cutting line agreement should be obtained. This agreement temporarily establishes the line for harvest purposes only, is not exact, and is not for the purpose of ownership, transfer, or possession. It will be null and void upon true line location by a licensed surveyor or as agreed upon at a date in the future. See sample line agreement and sample cover letter in the appendix. This method avoids costly surveys when they are not warranted.

These informal agreements may also be recorded with the local register of deeds at the adjacent landowners request and expense.

If a signed agreement cannot be obtained, the property manager may need to modify the sale or locate the line by official survey, or other formal means, before a DNR forester can sell a timber sale. In such cases, the property manager should work with the neighboring land owners. If survey work is mutually beneficial, splitting the survey /boundary line establishment costs with neighboring landowners may be pursued. The forester and property manager should work with the program responsible for property management to determine if funding for survey work is available for property boundary establishment.

If the survey /boundary line establishment is *directly related to and required for* establishing a timber sale, the harvest boundary establishment work associated with the timber sale may be accomplished via contracting with a cooperating consultant forester, as described in Chapter 25 of the Timber Sale Handbook. The standard practice for determining property boundary lines for a timber sale is use of a cutting line agreement with the adjacent landowner; however, in some instances a cutting line maybe too difficult to determine and a formal survey may be appropriate, in which case using a cooperating forester to facilitate the completion of a survey would be acceptable. The cost of any potential contracted survey /boundary work should be weighed against the benefits of utilizing that method of line establishment and of the management being implemented. It is prohibited to use timber sale revenues to pay for survey /boundary line establishment *not directly related to and required for establishing a timber sale*.

In all cases where a signed agreement cannot be obtained, the forester should consult with their supervisor and property manager on the next course of action. Whether or not to continue with the sale without a signed agreement will be up to the forester, supervisor, and property manager depending upon a number of factors including but not limited to; documentation of reasonable precautions taken, confidence in line location, relationship with adjacent landowners, importance of preservation of critical habitat, cost of boundary line establishment by a surveyor that would be required to proceed, or possible sale modifications. Documentation of the consultation and decision should be in the sale file.

The purpose is to avoid issues of potential timber theft, which can result in damages of double or quadruple stumpage (or double mill value) depending on whether reasonable precautions were taken in establishing the cutting line. Even if reasonable precautions are taken, timber theft and responsibility for damages of double stumpage are still possible if the line is found to be in error.

If the forester, the forestry supervisor and the property manager decide to proceed without a signed agreement, the person establishing the cutting line should take reasonable precautions, as defined by [s. 26.09\(5\) Wis. stats.](#), which are included below. Documentation of the reasonable precautions taken should be included in the timber sale file, including land ownership record review and method of cutting line location identification.

(5) REASONABLE PRECAUTIONS.

(a) For purposes of sub. (3) (b), a person takes reasonable precautions if the person does all of the following:

Timber Sale Handbook

1. Identifies the harvesting boundaries as required under par. (b).
 2. Reviews land ownership records and any other resources or documentation regarding the land. These records, resources and documentation include instruments of conveyance, certified survey maps, survey field notes and information on the land's boundaries provided by the owners, or their agents, of any land that abuts a proposed harvesting boundary.
- (b) For purposes of par. (a), the harvesting boundaries may be identified by any of the following methods:
1. By use of a compass and measuring device or by use of a global position system if the identification is conducted by a person trained in the method used and if the identification is based on an established survey corner as specified in par. (c). If a global positioning system is used, it shall be accurate to plus or minus 2 meters.
 2. By use of a method established by rule by the department.
- (c) A survey corner is an established survey corner for purposes of par. (b) if it is part of a U.S. government survey plat and it is used to determine one or more boundaries of a subdivision. The survey corner may be evidenced by a monument or other marking that was placed at the time that the survey was conducted or, if the monument or marker is no longer visible or in existence, the position of the survey corner may be reconstructed by doing one of the following:
1. Using a reference to a description contained in applicable surveying field notes or other supplemental surveying record.
 2. Locating the survey corner by use of physical evidence or witness testimony.

Mapping

When creating a map for a timber sale, or for other natural resource management purposes, include the following statement: "This map is not a survey of the actual boundary of any property this map depicts." This inclusion is a requirement under s. [443.14\(16\) Wis. stats.](#), which applies to people who performs services related to natural resources management, including creating any map prepared as a part of those services.

Responsibility

The DNR Property Manager is ultimately responsible for verifying and approving the location of the property boundary lines. The forester may flag or paint the probable location of boundary lines associated with a timber sale with the property manager's assistance or approval and with the understanding that the property manager is responsible for verification. If the boundary line or property line is not surveyed, the property manager should obtain agreements in writing from the adjacent landowners on the location of the cutting line. The forester may assist in acquiring cutting line agreements from adjacent landowners with the property manager's approval.

See section 2.2 of the [Property Managers Guidance](#), for additional information on Boundary Issues.

Additional information on the procedure for requesting and contracting a land survey can be found in [Manual Code 8606.1](#)

State/Cty CRUISE ACCURACY GUIDES

It is the intent of this chapter to encourage a reasonable balance between cruising cost and sale value consistent with common sense and good judgment. The standards described below will help achieve the goal of the harvested volumes to be within 20% of cruise estimates.

Volume estimates for the purpose of establishing timber sales may be obtained in one of several ways. It may be by cruise using approved procedures, measurement of all or a sample of trees counted or marked, a count of products such as Christmas trees, or measurement of cut products such as un-hauled piles sold as firewood.

The following standards will be used in establishing timber sales:

Forest Products Permits:

100% tally
or
10% cruise (by area)

Scaled Sales:

Required minimum number of plots:

<u>If area in acres is:</u>	<u>Number of sample points:</u>
Less than 10	10
11-40	1 per acre
41-80	20 + .5 x _____ acres
81+	40+ .25 x _____ acres

Lump Sum Sales:

Using the number of plots recommended for scaled sales above, complete an initial cruise of the sale area. Then, complete steps 1 through 3 in the following example for determining the number of plots needed (n) to meet accuracy requirements (below). Document the results of these calculations on form 2460-1.

If n is greater than the number of plots taken in the initial cruise, increase the number of plots taken to equal n. If n is less than the number of plots taken in the initial cruise, then there is sufficient data for a lump sum sale.

Calculating n only has to be done once, upon completion of the initial cruise. It is not required to repeat this calculation with the final cruise data if additional plots were needed.

Foresters should use discretion when selecting the sale method that best fits the character of the sale area. If n is found to be excessive (e.g. more than 1 plot per acre) then the sale may be a better candidate for a scaled sale.

- For sales with an estimated appraised value up to \$10,000, use $\pm 20\%$ error with 2 standard deviations.
- For sales with an estimated value greater than \$10,000, use $\pm 15\%$ error with 2 standard deviations.

Determining Number of Cruise Plots Needed:

EXAMPLE:

STEP 1: Calculate the standard deviation using **initial** cruise data in the following formula:

$$SD = \sqrt{\sum x^2 / n - 1}$$

Where **SD** = standard deviation

x = deviation from the mean

n = number of samples

Assuming a **25 acre sale area, which would require an initial cruise sample of 25** plots with the following volume data, the calculation is as follows:

Plot Number	Plot Volume	Deviation from mean (x)	x ²
1	33	17	289
2	9	-7	49
3	15.5	-0.5	0.25
4	24	8	64
5	16.5	0.5	0.25
6	11.5	-4.5	20.25
7	13	-3	9
8	21	5	25
9	12	-4	16
10	19.5	3.5	12.25
11	28	12	144
12	7	-9	81
13	15.5	-0.5	0.25
14	6	-10	100
15	16.5	0.5	0.25
16	7	-9	81
17	14	-2	4
18	21	5	25
19	13	-3	9
20	20	4	16
21	12.5	-3.5	12.25
22	13	-3	9
23	20	4	16
24	12	-4	16
25	19.5	3.5	12.25
Total	400		1011
Mean	16		

$$SD = \sqrt{1011 / (25 - 1)} = \sqrt{42.1} = 6.5$$

STEP 2: Calculate the coefficient of variation using the following formula:

$$C = 100(\text{SD})/M.$$

Where **C** = coefficient of variation in percent
SD = standard deviation
M = mean or average

Using the example above, the calculation is: $C = 100(6.5)/16 = 650/16 = 40.6$

STEP 3: Calculate the number of plots required to be within needed percent of error with 2 standard deviations using the following formula:

$$n = 4(C^2)/e^2.$$

Where **n** = number of samples
C = coefficient of variation
e = error (%)

Using the example above, assuming an estimated appraised value > \$10,000 which would require a 15 % error, the calculation is: $n = 4(40.6^2)/15^2 = 4(1648.36)/225 = 29.30$.

Based on the initial cruise, this result shows that a minimum of 30 plots must be taken in order for the volume estimate to be within 15% error with 2 standard deviations. If this sale is to be sold as a lump sum sale the forester should take an additional 5 plots.

TIMBER CRUISING

The Division of Forestry currently supports three options to tabulate timber cruise data using point sampling: cubic cruise, sticks plus trees (based on BAF 10), and Kruzer. Cubic cruise is described below with a sample tally sheet. Sticks plus trees is described in the Public Lands Handbook on page 110-14 in the discussion on recon procedure and using the Stand Examination Tally Sheet. More information on Kruzer to including how to obtain a copy and instructions on how to use it is available on the Public Lands Toolkit at: <http://dnr.wi.gov/topic/CountyForests/toolkit.html>.

Cubic Cruise is based on the relationship between the volume of a tree and the DBH. Form correction factors can be developed to modify volumes when the form of your trees varies from the norm. Cubic cruise is a very quick system since you do not need to estimate tree height while taking plots. It provides reasonable accuracy and provides the user with volumes to various top diameters, making it particularly suitable on properties advertising to variable top utilizations, including whole tree.

Cubic Cruise General Instructions

1. Establish the location, treatments to be applied (see #5) and size of the area to be cruised.
2. For cruising standards, refer to section 23 of this Handbook to determine the necessary number of plots to be taken.
3. Using a tally sheet (see page 24-2 for a sample) and a suitable basal area factor gauge (average 7-10 trees/point), tally all “in” trees 1 inch DBH and larger (the dot tally is suggested, [X]=10) on each sample point by 2 inch diameter class (1.0 - 2.9, 3.0 - 4.9, etc.) and species. Keep a separate tally for each species. Minor volume species can be consolidated in the office, but it is impossible to segregate grouped species after you do the cruise.
4. Keep accurate count of the number of points sampled either by tallying the points when taken or checking off progress on your map. A dropped point will have a greater impact on accuracy, the fewer the number of points involved.
5. It is necessary to use separate tally sheets and acreage figures within a sale area when the treatment of a species or the stand changes. This system does not generate plot volumes, it is therefore essential to cruise dissimilar areas individually for volume computation.
6. When a tally sheet is filled or the cruise is completed and as soon as practical, the tally “marks” should be counted in each diameter-species cell; this number should be clearly written in the cell (preferably in a color different from that used to make the tally “marks”). This will facilitate data entry later and reduce questions as to the number of “marks” should the sheet become smudged or damaged later. The same should be done for the number of sample points taken.
7. Volumes should be computed by species by diameter class by cutting area using the appropriate spreadsheet (EXCEL). The electronic version of the spreadsheet, along with instructions, can be downloaded from the DNR Forestry internet site at: <http://dnr.wi.gov/topic/ForestManagement/cruising.html>.
8. Guidelines for cubic cruise standards on tree measurement (lump sum) sales:
 - a. Classify the sale area into appropriate condition (density) classes.
 - b. Lay out the plots in the required grid pattern.
 - c. Observe the maximum grid spacing:

<u>Area Size</u>	<u><7 Cd. Eq./Acre</u>	<u>7-13 Cd. Eq./Acre</u>	<u>>13 Cd. Eq./Acre</u>
Up to 40 acres	3 chains	3 chains	3 chains
41-65 acres	3 chains	3 chains	4 chains
66-100 acres	3 chains	4 chains	5 chains
101+ acres	3 chains	5 chains	6 chains

Timber Sale Handbook

Sample Format For a Cubic Cruise Tally Sheet

Angle Gauge Factor		Date			Page 1 of _____				
Property Name			County		Total Acres				
Compartment		Town		Range		Sections		Site Index	
Stand Numbers					Age		Net Acres		
SPP									TOTAL
DB									
H									
2									
4									
6									
8									
10									
12									
14									
16									
18									
20									
22									
24									
26									
								Plot Count	

Entering Data on the Cubic Cruise Spreadsheet and Calculating Volumes

Instructions

1. Download the EXCEL spreadsheet from the DNR Forestry Internet site at <http://dnr.wi.gov/topic/ForestManagement/cruising.html>. This is for use with variable plot radius cruising.
2. There are 13 worksheets available in the spreadsheet, covering most of the common species. Use the correct worksheet for the species you are calculating. A completed "Sample" worksheet is also available. Typically only the yellow highlighted cells need to be filled in however you may have reason to change the "% cull" or "BAF" cells. The rest of the cells are frozen and will fill in once you plug in your data in the yellow cells.
3. Enter the heading information including: Property name, tract #, tract ID / sale name, date, #acres, # plots, BAF. Species name, cu. ft./cd., weight / cu.ft. are all prefilled onto the worksheets for each species.
4. Enter the Form Class specific to your property. Form correction information is used to adjust standard volume to more closely represent the timber that is being cruised. Form correction factors can be developed easily by sampling individual trees on your forest. Generally a minimum of five trees per species is necessary to develop a form factor however additional samples will likely produce more accurate form factors. The DBH, DOB at ½ the tree height, the total tree height and the tree age are needed to develop the form factor. Submit this information to the Rural and Urban Forest Inventory Analyst on the form correction data sheet found on the DNR Forestry internet site at <http://dnr.wi.gov/topic/ForestManagement/cruising.html>.
5. From your cruise sheet, enter the # of trees in each diameter class under the "Cruise Tally" column.
6. Volumes are automatically generated in four different units: cord equivalents per sale, cord equivalents /acre, tons per sale and cubic feet / acre. Select the volume for your sale based on the minimum DBH and top diameter you are going to advertise your sale to.
7. Cubic cruise automatically calculates volume to the different top diameters, making it easy to advertise volumes to variable utilization specifications.
8. Note*: Rows 1-5 in each worksheet are hidden. If you choose to cut and paste worksheets together on one page (to total all species up for one sale) you must remember to also copy these hidden rows since they contain information required for the sheets to calculate properly. To reveal the hidden rows you will need to "unprotect" the worksheet first (Go to "Tools"/"Protection"/"Unprotect sheet". Then to display the hidden rows go to "Format"/"Rows"/"Unhide").

Acres and dimensions of plots which are convenient fractions of an acre

Plot Area Area (acres)	Square Plot Side (feet)	Circular Plot Radius (feet)
1/1	208.7103	117.7522
1/2	147.5805	83.2634
1/3	120.4990	67.9843
1/4	104.3552	58.8761
1/5	93.3381	52.6604
1/6	85.2056	48.0721
1/7	78.8851	44.5061
1/8	73.7902	41.6317
1/9	69.5701	39.2507
1/10	66.0000	37.2365
1/12	60.2495	33.9921
1/20	46.6690	26.3302
1/30	38.1051	21.4985
1/40	33.0000	18.6183
1/50	29.5161	16.6527
1/60	26.9444	15.2017
1/70	24.9457	14.0741
1/80	23.3345	13.1651
1/90	22.0000	12.4122
1/100	20.8710	11.7752
1/120	19.0526	10.7493
1/250	13.2000	7.4473
1/500	9.3338	5.2660
1/750	7.621	4.30
1/1000	6.600	3.724

Trees Per Acre Per 10 Sq. In. B.A.

The chart below can be used with the 10-Factor Bitterlich Cruising system to find total number of trees per acre represented by any 10 factor plot. (i.e. One 6" tree tallied = 51.0 trees/acre)

DBH	Trees/Acre	DBH	Trees/Acre
6"	50.9	24"	3.2
8	28.7	26	2.7
10	18.3	28	2.3
12	12.7	30	2.0
14	9.4	32	1.8
16	7.2	34	1.6
18	5.7	36	1.4
20	4.6	38	1.3
22	3.8	40	1.1

Slope Correction Factors for Use with Sample Point

Slope correction factors must be considered when cruising in steep terrain.

% Slope	% Slope
15%	1.01
25%	1.03
35%	1.06
45%	1.10
55%	1.14
65%	1.19
75%	1.25
85%	1.31
95%	1.38

CONTRACTING WITH COOPERATING CONSULTANT FORESTERS ON STATE SALES

State Changes to s. [28.05](#), Wis. Stats., in 2007 provide for the use of cooperating consultant foresters on state timber sales. The administrative rule can be found in s. [NR 1.26](#), Wis. Adm. Code. By itself, this is not new but the ability to pay for such services out of timber sale revenue is. DNR Foresters are encouraged to collaborate with local DNR property managers and establish timber sales and on-the-ground management in concert with Master Plan direction. Foresters shall participate in annual property meetings to facilitate this and to discuss and present scheduled practices for the upcoming year. Forestry work on state lands has historically been done through local DNR foresters and occasionally through assistance from DNR foresters in adjacent areas. The option of contracting with consultant foresters provides another tool to get the job done if DNR staff time is unavailable. Prior to contracting for timber sale assistance the first line supervisor shall approve the request to pursue contracting with cooperating consultant foresters based on workload priorities.

The property manager and DNR forester will jointly agree on which, if any, tasks will be appropriate to contract for on individual timber sales. DNR foresters are responsible for monitoring consultant forester performance.

1. Tasks eligible for contracting
 - Forest reconnaissance leading to timber sale establishment
 - Timber marking and harvest boundary establishment
 - Cruising
 - Recommending timber sale specifications
 - Preparing maps
 - Assisting with sale inspections and scaling

2. Tasks ineligible for contracting (DNR responsibility by code and statute)
 - Selecting areas to harvest
 - Determining the silvicultural prescription
 - Coordinating harvests with Master Plan direction
 - Bidding and awarding of sale
 - Preparing of timber sale cutting notice & report and contract
 - Receiving and remitting bonds and stumpage
 - Ultimate responsibility for administering the sale
 - Monitoring cooperating consultant forester performance

3. Process for contracting with a cooperating consultant forester

Cooperating consultant foresters shall be compensated at the local DNR’s choice of a rate per hour, acre or project as established by bids or directly, as allowed within DNR purchasing guidelines (MC [9322.1](#)). When a need for timber sale assistance is identified the forester shall issue a request for bids or make contact with cooperating consultant foresters serving the county. Eligible cooperating consultant foresters can be found from the Forestry Assistance Locator, <http://dnr.wi.gov/topic/forestlandowners/locator/>, or the Directory of Foresters, <http://dnr.wi.gov/files/pdf/pubs/fr/fr0021.pdf>. Bids shall include labor, travel, equipment and any supplies such as marking paint not identified as provided by the Department. Worker’s compensation and liability insurance is required. Timber sale assistance contract awards shall be determined on price alone unless additional evaluation criteria such as specialized training or experience are included in the request for bids.

The general state contract to be used for contracting with cooperating consultant foresters on state timber sales can be found in e-forms <http://intranet.dnr.state.wi.us/FormsCat> (Form 2400-138) on the DNR intranet. The property manager shall sign the contract for the Department.

Contracted services are not to be funded from the local expense budget. The expense budget **codes below** will be used, **which contain 4 unique options of program/activity/sub-category codes** in order to designate the proper conservation fund account from which to draw the funds. Payment for services does not come directly from the individual timber sale a contractor may be working on.

Timber Sale Handbook

Business Unit	Budget Reference	Fund	Appr.	Department ID	Account
37000	Current FY	21200	18600	3705541101	*Select from below (must match Source Type).
					7740000 = Contracted Professional Services (e.g. consulting forester)
					7880000 = Misc. Services (e.g. contract for tree planting, graveling of road, etc.)

Program	Operating Unit	Product	PCBU	Project	Activity	Source Type	Category	Sub-Category	Affiliate	Fund Affil
**Select from below based on property type (must match Activity and Sub-Category).	N/A	N/A	37000	370 000 000 000 005	**Select from below based on property type (must match Program and Sub-Category).	*Select from below (must match Account).	CTY00	**Select from below based on property type (must match Program and Activity).	N/A	N/A
Property Types										
CON01					TSCONSULTFWACCT	CONTR = Contractual		WM001	Fish, Wildlife, Facilities & Lands (FM, WM, WR & ZZ)	
CON02					TSCONSULTRACCT	OTHER= Other		FG001	Forestry (FR, NF & SF)	
CON04					TSCONSULTRACCT			PR001	Parks (PR)	
CON09					TSCONSULTRACCT			NH001	Natural Heritage Conservation (NA)	

- Program code **CON02**, Activity code **TSCONSULTRACCT**, and Sub-category **FG001** should be used for the contracting with a cooperating forester for a Forestry Account timber sale or for authorized work on a Division of Forestry or Southern Forest property.
- Program code **CON01**, Activity code **TSCONSULTFWACCT**, and Sub-category **WM001** should be used for the contracting with a cooperating forester for a Fish & Wildlife Account timber sale or for authorized work on a Wildlife, Fisheries, or Flowage property.
- Program code **CON04**, Activity code **TSCONSULTRACCT**, and Sub-category **PR001** should be used for the contracting with a cooperating forester for a Parks Account timber sale or for authorized work on a Park property.
- Program code **CON09**, Activity code **TSCONSULTRACCT**, and Sub-category **NH001** should be used for the contracting with a cooperating forester for an Endangered Resources Account timber sale or for authorized work within an ER Natural Area.

All timber sale revenues, no matter who established the sale, will be deposited to the appropriate Conservation Fund Account. See 84-1 in the Timber Sale handbook also.

SAMPLE SPECIFICATIONS FOR STATE TIMBER SALE CONTRACTING

Job specifications should be included in a bidding prospectus that appends, or is incorporated into, the contract (Form 2400-138). They should be thorough and cover all details similar to a timber sale prospectus and contract. It is recommended to bid projects by acre or job, rather than by hour.

Task 1: Forest Reconnaissance Leading to Timber Sale Establishment

- Indicate the type of cruising system used, including BAF, variable plot sampling.
- Specify cruising forms to be used (i.e. Stand Examination Tally, DNR Form 2400-032) and include handbook instructions (Public Forest Lands Handbook, pages 110-13 and 14).
- Determine the number of plots per acre/stand, with a minimum of 4 plots per stand.
- Include all information that is needed for accurate completion of Form 2400-026 (Stand Examination Data Sheet).
- Specify size classes for timber products to be cruised.
- Require copies of field data sheets for records.

Task 2: Timber Marking or Harvest Boundary Establishment

- Indicate the tree marking code to be followed; e.g. Leave trees – light green, property boundaries – blue. (Timber Sale Handbook 21-1 and 2) For harvest boundaries, indicate frequency of marks or ribbons.
- Include if monuments and corner posts need to be marked following guidelines in Timber Sale Handbook, page 22-1.
- Indicate type of paint to be used (i.e. Nelson lead-free). Only lead-free paint is to be used on Department timber sales.
- Specify placement, size, and number of butt marks and breast height marks. (e.g. marks on two sides, stump mark).
- Determine if/when plastic ribbon may be used for temporary marking.
- Indicate any paint lines or “ribbon lines” in existence on the timber sale map.
- Ensure that all management activities refer to Wisconsin’s Forestry Best Management Practices (BMP) field manual (PUB-FR-093-97REV) for specific guidelines along waterways.
- Include a thorough silvicultural prescription, including residual BA, order of removal, and wildlife tree retention, to ensure that the extent of timber marking is understood. The Silviculture Handbook may be provided as a reference.
- If marking to a required basal area, indicate the permissible range for individual plots, tolerance of the overall average, and how that will be determined.
- Indicate if there are any expectations for tallying during marking (e.g. 100% tally of sawtimber, tallying total number of pulp trees).

Task 3: Cruising for Timber Sale Volume Estimation

- Determine the cruising system to be used and desired volume breakdown and product specification. If the sale has potential for whole tree utilization, the cruise should estimate volume for the potential cutting specifications.
- Indicate cordwood weight conversion factors if needed (Timber Sale Handbook, page 12-1)
- Indicate acres, dimension and number of plots to be sampled, and cruise accuracy guides to be followed, with a goal for the final sale volume to be within 20% of cruise estimates. (Timber Sale Handbook, pages 23-1 and 2)
- Indicate the format cruise data is to be presented (i.e. summarized by species/product).
- Require copies of data sheets for records.

Task 4: Recommending Timber Sale Specifications

- Require that all specifications adhere to Wisconsin’s Forestry Best Management Practices (BMP) field manual (PUB-FR-093-97REV) for specific guidelines along waterways.
- Sale specifications should be based on guidelines listed in the Silviculture Handbook (2431.5).
- Specify cutting, utilization standards, and slash disposal requirements.
- Indicate logging site access and road needs/restoration.
- Determine feasible methods for sale administration and scaling.

Task 5: Preparing Maps

- Indicate any paint or ribbon lines on timber sale map. Cover type boundaries should be clearly identified.
- Identify different cutting units/prescriptions.
- Indicate requirements for format, map scale, key and header information.
- Utilize mapping symbols from [Public Lands Handbook Appendix E](#) for all map features, including types of trails, monument corners, etc.

Task 6: Assisting with Sale Inspections and Scaling

- Specify the timing/frequency that inspections and scaling should be conducted, including forms to be completed.
- Indicate all timber sale contract specifications that should be inspected at each visit.
- Scaling methods, calculations, and conversations should be clear and concise.

Timber Sale Handbook

CHAPTER 30

REPORTING PROCEDURES

FORMS LIST BY STAGE OF SALE

	<u>Form Number</u>	<u>Location</u>
<u>Proposal to Sell (ESTABLISHMENT)</u>		
Newspaper Ad (see sample Appendix A-1)		
Prospectus (see sample Appendix A-3)		
Stand Examination Tally Sheet	2400-032	E-Forms
Map of Sale Area (see sample Appendix A-9)		
Timber Sale Notice and Cutting Report	2460-001	E-Forms
<u>Bidding</u>		
Timber Sale Bid	2400-049	E-Forms
Opening of Bids and Timber Sale Award	2400-006	E-Forms
<u>Notification of Sale (SOLD)</u>		
Timber Sale Transaction/Remittance	2460-003	Darwin Rd. (multi-ply)
Timber Sale Contract (Copy)	2400-005	E-Forms
Certification of Worker's Compensation (provided by insurance company)		
Timber Sale Notice and Cutting Report	2460-001	E-Forms
<u>Harvest</u>		
Timber Sale Contractor Checklist – Pre-Sale Meeting	2460-009	E-Forms
Harvest Inspection Record	2460-002	E-Forms
<u>Stumpage Payment</u>		
Timber Sale Transaction/Remittance	2460-003	Darwin Rd. (multi-ply)
Timber Sale Ledger	2460-006	E-Forms
Timber Sale Journal	2460-005	E-Forms
<u>Scaling/Stumpage Payment</u>		
Forest Product Hauling Permit (uncertified)	2400-129	Darwin Rd.*
Forest Product Hauling Permit (certified)	2400-130	Darwin Rd.*
Scale Sheets	2400-063	E-Forms/Darwin Rd.
Timber Sale Transaction/Remittance	2460-003	E-Forms
Timber Sale Ledger	2460-006	E-Forms
<u>FINAL Cutting Report</u>		
Timber Sale Close-out Checklist	2460-013	Darwin Rd.
Timber Sale Notice and Cutting Report	2460-001	E-Forms
Timber Sale Ledger	2460-006	E-Forms
Timber Sale Close-Out Transaction	2460-004	Darwin Rd. (multi-ply)
Compartment Examination Record	2400-026	WisFIRS

* Forest product hauling permits can be ordered annually for specific properties with address prefilled or blank versions can be requested from Darwin Road.

2. Stand Number

Record the stand number under the appropriate compartment number as shown in the compartment recon file. The alpha prefixes also should be listed. Example: A-P-26.

3 & 4. Primary and Secondary Type

Record present stand conditions. If there is a discrepancy with the forest reconnaissance (recon), update the stand data in WisFIRS.

5. Acres Proposed by Stand

Record the acreage proposed for cut in each stand. **If a stand is split by a sale, update the recon and create a new stand for the acreage included in the sale. Retain the original stand number for the acreage being deferred.** The sum of the stand acreages on line 5 should equal the sum of the proposed cut acreage on line 13. Patches of uncut timber retained within a sale boundary should NOT be counted if they have a separate stand number than the area actually being harvested. If the patches are managed as inclusions in the stands being harvested (same stand number), then their acreage SHOULD be counted.

6. Acres Cut by Stand

Record the actual acreage cut by stand. Actual acreages cut by stand on line 6 should equal the sum of the actual cut acreage on line 14. Patches of uncut timber retained within a sale boundary should NOT be counted if they have a separate stand number than the area actually being harvested. If the patches are managed as inclusions in the stands being harvested (same stand number), then their acreage SHOULD be counted.

7. Scheduled Cut Year

Record the year each stand is to be harvested according to the scheduled cut year for that stand in WisFIRS (Harvest Schedule – Report 203). Justify any early or late cutting in the narrative (Form 2460-1A or item 15A).

8. Stand Age

Record the stand age for even-aged types by subtracting the year of origin from the current year.

9. Site Index

Record the site index for the primary species. Not required on uneven aged types.

9a. Habitat Classification

Required for each stand on all timber sales. See the Public Forest Lands Handbook, [Chapter 110](#), for type codes.

10. Management Objective

Natural Type Maintenance:

A Type will regenerate or maintain itself naturally

Natural Type Conversion:

B To balsam fir (natural or previously planted)

C To white pine (natural or previously planted)

D To red pine (natural or previously planted)

E To jack pine (natural or previously planted)

F To northern hardwoods

G To red maple

Timber Sale Handbook

- H To aspen
- I To central hardwoods
- J To white birch
- K To oak (natural or previously planted)
- L To other forest or non-forest species (specify in remarks)

Forced Type Maintenance

- O Type must be regenerated by seeding, planting, site preparation, prescribed burning, etc. (forest or non-forest species)

Forced Type Conversion (artificial regeneration)

- R To spruce after harvest
- S To white pine “ “
- T To red pine “ “
- U To jack pine “ “
- V To northern hardwoods “ “
- W To oak “ “
- X To other forest or non-forest species (remarks required)

10a.

Harvest Type

RE (Even-aged regeneration) or RA (all-aged regeneration)

Treatment type Code: Treatment:

For Natural Regeneration

- | | | |
|----|---|--|
| RE | 1 | Coppice (e.g. aspen regeneration cuts) |
| RE | 2 | Clearcut (relying on regeneration by <u>seed</u>) |
| RE | 3 | Seed tree harvest |
| RE | 4 | Shelterwood harvest (usually 50 ft. ² or greater of BA will remain after harvest subsequent to overstory removal) |
| RE | 5 | Overstory Removal |
| RA | 6 | Group Selection |
| RA | 7 | Single Tree Selection |
| RE | 8 | Other |

For Artificial Regeneration (relying on future planting or seeding)

- | | | |
|----|----|---------------------------|
| RE | 10 | Clearcut |
| RE | 11 | Partial cut (even-aged) |
| RA | 12 | Partial cut (uneven-aged) |

Intermediate Treatments

- | | | |
|----------|----|--|
| T | 13 | Harvesting scattered mature or over-mature trees |
| T | 14 | Thinning or Improvement cutting |
| T | 15 | Salvage or Sanitation cutting |

11.

Pre-Sale Stocking

Record the present stocking based on cruise and field examination data.

12.

Residual Stocking

Anticipated stocking after cutting.

13.

Proposed Cut Areas

of Even-Aged patches: Enter the number of even-aged patches on the timber sale that are being rotated by an even-aged method (coppice, clearcut, overstory removal, seed tree). Do not include even-aged patches that are not being rotated such as intermediate pine and oak thinnings.

Even-Aged harvest acres: Enter the number of acres that are being rotated by an even-aged method. Do not include even-aged thinning or intermediate treatment acres here. *This data is combined with the # of patches to determine the average patch size of even-aged regeneration harvests for a property. (e.g. 3 small clearcuts are included in the 20 acres of even-aged harvest.

Uneven-Aged harvest & Thinning Acres: Enter the number of acres being harvested by uneven-aged methods and / or even-aged thinnings or intermediate treatments on the proposed sale. The total of the two acreage boxes for line 13 should equal the sum of the acres proposed by stand in line 5.

Passively-managed leave islands within a sale area are NOT counted as part of the harvest acreage if they have a stand number different than the acreage actually being harvested. If the patches are managed as inclusions in the stands being harvested (same stand number), then their acreage SHOULD be counted.

If an island IS being harvested differently than the surrounding area, then the acreage should be counted by type of harvest occurring within the island and recorded as a different stand.

14. **Actual Cut Areas**

Enter the # of even-aged patches, even-aged harvest acres, and uneven-aged and thinning acres actually completed when completing the final cutting report following the harvest.

15. Timber Sale Notice Narrative, Form 2460-1A: Should address the following items:

A. General Sale Description

1. Management Objective and Prescription
2. Physical Location - As it relates to county, town, property, lakes, rivers, roads, etc.
3. Soil Type(s) – General description (i.e. sand, clay, wet, dry, nutrient poor)
4. Habitat Classification – Common name and pertinent information such as how the type influences the management objective and natural succession paths available.
5. Topography
6. Merchantability Standards
7. Biomass Suitability
8. Roads, Access, and Landings
9. Adjacent Landowner Contact – Pertains to when sale borders another ownership.

B. Ecological Considerations

1. Management History
2. Silvicultural Systems – i.e. coppice, single tree selection, shelterwood
3. Green Tree Retention – Document the level of retention. If no retention is incorporated due to site specific management objectives, provide justification.
4. Post-Harvest Regeneration Plans - i.e. natural regeneration, planting, seeding

Timber Sale Handbook

5. Invasive Species Evaluation – Indicate the level of evaluation, and if invasives are present, document the species and level.
 6. Insect and Disease Concern(s) – Includes both pre and post harvest considerations.
 7. Skidding / Seasonal Restrictions - Summer logging for scarification; oak wilt restrictions; winter logging due to wet conditions or deeryard, etc.
 8. Landscape Considerations
 9. Natural Heritage Inventory – Indicate whether there are any occurrences of endangered, threatened, or special concern species, but do not include species information. Indicate that the NHI database was searched and state that additional information is included in the Endangered Resources Review document that was generated during the NHI search and is included in the sale file. The ER Review document should be removed from the sale file before it is released to anyone outside of the Department or County Forest.
 10. Forest Chemical Use – If chemicals are incorporated into management, document the chemical to be used, ensuring that it is FSC/SFI approved.
- C. Water Quality Considerations
1. Lake, River, or Stream – Identify any that lie within or will be impacted by the sale.
 2. BMP's - Describe how BMP's will be implemented, by whom, and who's responsible for permits if necessary.
 3. Chapter 30 Permits Needed – Complete if applicable.
- D. Aesthetics Considerations
1. Aesthetic Considerations Addressed – Indicate management techniques that may be used such as leave trees, slash treatment, no-cut areas, to address aesthetic concerns.
 2. Leave Trees – Indicate type and level of leave trees.
 3. Operational Modifications
 4. Slash Treatment
- E. Wildlife Considerations – Indicate any special habitat management areas (deeryards, eagle nests)
1. Snag, Den, and Mast Tree Retention – Indicate specific species/trees if applicable.
 2. Game Openings
- F. Recreation Considerations – (Trails, Campgrounds, Park, etc.)
1. Recreation Impacts – Indicate any impacts to incorporated or adjacent recreation.
 2. Recreation Stakeholder Contacted – If applicable list name and affiliation of contact.
 3. Signage Needed

G. Resources of Special Concern Considerations – Archaeological/Historical Review

1. Results of Cultural Review - An archeological/historical review is required on all State and County Forest lands before a timber sale or other ground-disturbing activities can take place. DNR staff shall check the historic and archeological properties map set on the DNR intranet: <http://intranet.dnr.state.wi.us/int/land/facilities/facilities/arch.html>. Contact will be made with the DNR's Cultural Resource Specialist if a cultural or archeological resource is on site.

16.

Species Code

Enter the appropriate species code:

Species	Code
Aspen	A
Ash	AS
Ash, Black	AB
Ash, Green	AG
Ash, White	AW
Balm of Gilead	BG
Basswood	BA
Beech	BE
Birch, River	BR
Birch, White	BW
Birch, Yellow	BY
Box Elder	BS
Butternut	WC
Cedar (White)	C
Cedar (Red)	CR
Cherry, Black	CH
Cherry, Pin or Choke	CC
Cottonwood	CW
Elm	E
Fir (Balsam)	F

Species	Code
Hackberry	HB
Hemlock	H
Hickory, Bitternut	HI
Hickory, Shagbark	HS
Kentucky Coffee Tree	KC
Larch, European	L
Locust, Black	BL
Locust, Honey	HL
Maple, Sugar	MH
Maple, Red	MR
Maple, Other	MO
Maple, Norway	MN
Maple, Silver	MS
*Mixed Conifer	CX
Mixed Hardwoods	MX
*Mixed Species – all	XX
Mountain Ash	MA
Mulberry	MV
Oak, Red	OR
Oak, White	OW

Species	Code
Oak, Other	OO
Oak, Black	OB
Oak, Bur	OM
Oak, Northern Pin	OJ
Oak, Swamp White	OS
Pine, Austrian	PA
Pine, Jack	PJ
Pine, Red	PR
Pine, Scots	PS
Pine, White	PW
Spruce, Black	SB
Spruce, Norway	SN
Spruce, White	SW
Sycamore	SY
Tamarack	T
Walnut	W
Willow	WI
Yellow Poplar (Tulip)	YP

*"Mixed Conifer" and "Mixed Species - all" should be used for reporting when species are combined (example: whole tree chipping operations)

17.

Product Code

Enter appropriate product codes:

<u>Product</u>	<u>Code</u>
Logs (M board feet, Scribner Decimal C)	10
Bolts –*Cty. Forest use only	
(sold by the cord -128 cf)	15
(sold by the ton)	15T
Mixed Products (cords, bolts, logs) *for use with PR, PW or S only	
(sold by the cord -128 cf)	18
(sold by the ton)	18T
Cordwood	
(sold by the cord -128 cf)	20
(sold by the ton)	20T
Fuelwood (*only for dead or cull not merch. as cords / logs)	
(sold by the cord – 128 cf)	23
(sold by the ton)	23T
Cordwood combined with Fine woody material (>4” dib + <4” dib)	
(*Recommended when selling to variable top dib)	
(sold by the cord – 128 cf)	24
(sold by the ton)	24T
Fine Woody Material (<4” dib – Only)	
(sold by the cord – 128 cf)	26
(sold by the ton)	26T
Poles and Posts (Pieces)	
7 - 8 feet	31
10 - 12 feet	32
14 - 16 feet	33
18 - 20 feet	34
21 - 30 feet	35
31 - 40 feet	36
41 - 50 feet	37
51 - 60 feet	38
61 - 70 feet	39
Christmas Trees (Pieces)	40
Christmas Trees – Sheared (Pieces)	41
Boughs	42T

Appraisal

18. through 24.

All timber must be appraised before sale based on production and market factors. Production and market factors for cordwood and sawlogs are listed on page 32-9. These factors consider production and transportation costs along with quantity and quality.

The timber on each tract is compared to the average timber on the specific property. A total appraisal factor of 1.0 represents average timber.

Each species and product will be appraised separately.

The stumpage appraisal factors are to be personalized to each property for proper application. Short crooked trees may be average for one property and wet sites average for another. Each forester must determine what stand and site characteristics are average for the property in applying market and production factors properly.

A frequent mistake made in factoring is attempting to drastically change the base stumpage rate ([Chapter 41](#)) through factoring to match current market conditions. This is normally improper since factoring is used to reflect conditions of logging in the field, rather than the market price. The annual determination of new base stumpage rates, which are subject to field review, is the proper time to adjust base stumpage rates to market conditions rather than through factoring. If base stumpage rates are not appropriate for short term use, adjustments to base stumpages rates may be approved by the district forester ([Chapter 42](#)).

- 24. The total of lines 18 through 23.
- 25. The base stumpage rate will be obtained from the table provided for each county or forest (see [Chapter 41](#)). Use the corresponding base rate per ton when selling products by weight.
- 26. The total appraisal factor (line 24) multiplied by the base stumpage rate (item 25) will give the appraised value/unit (line 26).
- 28. or 29. Enter the total volume for each species being offered, including the fine woody material volume if applicable, as either cords or tons. Do not mix the cords and tons units for the same sale. If a sale is advertised in tons then all sold, partial and final volumes should be reported in tons. MBF and pieces can be used on any sale where there are cords or tons.
- 30. Fine woody material consists of tops and branches (biomass) less than 4" DIB. Enter the volume of fine woody material if the sale is eligible for biomass harvesting (see Biomass Harvesting Guidelines). This amount is also included in the total volume already entered on line 28 or 29. If using codes 26 or 26T line 30 should equal line 28 or 29.
- 32. The total appraised value (line 32) is the appraised value/unit (line 26) multiplied by the amount of product in line 27, 28, 29, or 31. The appraised value/unit (item 26) and total appraised value (item 32) should be the actual amount to the nearest \$0.01.
- 33. The appraised value/unit may be reduced by up to **30%** to allow room for bidding and indicated in the left column (line 33) "Reduced %." Reduction of the appraised value/unit is optional and left to the discretion of the forester and may only be applied to advertised sales. The appraised base stumpage rate is a minimum value. Upward adjustments especially for direct sales are not precluded and often desirable.

The advertised value/unit is determined by multiplying the appraised value/unit (line 26) by 1.00 minus percent reduced; i.e., a **30%** reduction = $1.00 - .30 = .70$ x line 26 = line 33. The advertised value/unit may be rounded to the nearest \$.10/cord / ton or to the nearest \$1.00/MBF. See page [43-1](#) for instructions. Indicate the % reduced (0 to **30%**). The minimum advertised value/unit may be rounded to the nearest \$.10 per cord or to the nearest \$1.00 per MBF.
- 34. The total advertised value (item 34) should be the actual amount to the nearest \$0.01. It is calculated by multiplying the advertised value/unit (line 33) by the volume (line 27, 28, 29, or 31).

Sale Reappraisal

If base stumpage rates are updated between the time the sale is established and when it is advertised, the base stumpage rates do not need to be changed unless the forester or property manager believes it would be beneficial.

When the appraisal is more than two years old, stumpage appraisal values must be re-evaluated before timber is sold. Reappraisal is also necessary whenever any of the original appraisal factors change, such as timber volume, quality, accessibility, etc.

When a reappraisal is required, old figures can be lined out and new figures written in for the new appraisal. If a reappraisal requires major changes it may be necessary to prepare a new Form 2460-1.

If the reappraisal changes the appraised value, it must be resubmitted for approval prior to sale.

Appraisal FactorsCordwood Factors

CATEGORY	ITEMS TO CONSIDER (BUT NOT LIMITED TO)	PROPERTY STANDINGS				
		POOR	FAIR	AVG.	GOOD	EXCL.
18. FELLING AND BUCKING	Topography, seasonal restrictions, volume per acre, tree diameter, sticks per tree, tree distribution, rockiness, brushiness, limbiness, slash control, cultural treatment	.06	.12	.25	.37	.44
19. SKIDDING	Topography, care of residual stand, volume per acre, wetness, rockiness, tree distribution, brushiness, seasonal restrictions, sale design, equipment restriction, skidding distance	.04	.09	.17	.26	.30
20. ROAD CONST. AND MAINTENANCE	Length of road, wetness, topography, BMPs, landing and road closure, streams and drainages, rockiness, soil type, cost per cord, sale design, sale timing, road and landing construction requirements	.04	.08	.15	.23	.26
21. HAULING	Length and quality of main and secondary road, wetness, roughness, topography, seasonal restrictions	.05	.10	.20	.30	.35
22. MARKETABILITY	Species salability, market stability, seasonal marketability, volume to market	.03	.06	.12	.18	.21
23. QUALITY	Amount of defect, salvage, percentage of bolts and sawlogs, knots, crook	.03	.05	.11	.16	.19
TOTAL		.25	.50	1.00	1.50	1.75

Sawlog Factors

CATEGORY	ITEMS TO CONSIDER (BUT NOT LIMITED TO)	PROPERTY STANDINGS				
		POOR	FAIR	AVG.	GOOD	EXCL.
18. FELLING AND BUCKING	Topography, seasonal restrictions, merchantable length, tree diameter cull, brushiness, rockiness, slash control, cultural treatment, limbiness, volume per acre	.03	.06	.12	.18	.21
19. SKIDDING	Topography, care of residual stand, volume per acre, wetness, rockiness, tree distribution, brushiness, seasonal restrictions, sale design, equipment restrictions, skidding distance.	.03	.06	.12	.18	.21
20. ROAD CONST. AND MAINTENANCE	Length of road, wetness, topography BMPs, landing and road closure, streams and drainages, rockiness, soil type, cost per M, sale design, sale timing, road and landing construction requirements	.01	.03	.06	.09	.11
21. HAULING	Length and quality of main and secondary road, wetness, roughness, topography, seasonal restrictions	.03	.05	.10	.15	.17
22. MARKETABILITY	Species salability, market stability, volume to market, log diameter, seasonal marketability	.03	.05	.10	.15	.17
23. QUALITY	Percentage of high grade logs, knots, crook, salvage	.12	.25	.50	.75	.88
TOTAL		.25	.50	1.00	1.50	1.75

Timber Sale Handbook

State/ County	<u>SOLD notification of sale (Gray Portion)</u>	<u>Item / Line</u>
		<u>Sale Number</u> Assigned in continuous consecutive order when the timber sale is sold. Sale numbers must be preceded by the property code. E.G. 2612-123 (Indicates sale #123 on the Hay Creek-Hoffman Lake WLA.)
		<u>Sale Method</u> Check the <u>two</u> appropriate boxes to indicate whether the sale was sold via advertising or as a direct sale and whether the sale will be scaled or was sold as a lump sum sale.
		<u>Sale Type</u> Check the one that applies.
		<u>County Special Use Lands</u> Check only if lands are entered as County Forest special use lands (s. 28.11(4)(c) , Wis. Stats.).
State Only		<u>Contract Ending Date</u> Provide contract ending date, mandatory for state timber sales.
State Only		<u>Bond Expiration Date</u> Provide the timber sale bond expiration date, mandatory for state timber sales.
		35. Enter the SOLD product code for each species. *This may differ from the advertised product code however <u>if a sale is advertised by the ton, it should be sold and reported by the ton from that point forward.</u> Example 1: A sale was advertised for variable utilization as cordwood combined with fine woody material (code 24) however the highest total bid was only for 4" utilization. Enter code 20 on line 35. Item 17 can remain as 24. See Appendix 7 for an illustration. Example 2: A variable utilization sale where the cordwood / fine woody material was advertised by the ton (code 24T) and the whole tree volume was used in line 29. The highest total bid was for 2" utilization. Code 24T would still be used in line 35. See Appendix 28 (A-28) for an illustration.
		35.-37. Example 3: If two or more species are expected to be co-mingled (such as in a chipping operation), species may be combined into one species code after the bid opening. Combine the values, calculate a weighted average price and complete lines 35-46 in a new column using the appropriate species code in line 16. In the new column, leave lines 17-34 blank. The original data entered in lines 17-34 can remain on this form for reference purposes. Note these changes in the Qualifying Comments section. See Appendix 29 (A-29) for an illustration.
		36. Enter the total volume sold, including the fine woody material volume if applicable.
		37. Enter the fine woody material volume sold. If only wood larger than 4" is sold, enter 0. In cases where variable utilization is being offered, line 37 may be less than line 30.
		38A. <u>Sold Value/Unit</u> Report the original sold unit sale price by species and product on line (A).
		39. <u>Total Sold Value</u> Total sold value = total sold volume (line 36) x sold value/unit (line 38A)

Timber Sale Handbook

45. Total Sale Volume

Sum of line 42. (For county forests sum of lines 40 and 42.) Report the total harvest volume by species and product.

46. Total Sale-Fine Woody Material Vol. included in 45

For product codes 26 / 26T, line 45 will equal line 46. For product codes 24 / 24T enter the estimated fine woody material harvested using the same ratio used to estimate line 37

For example: For product code 24T if you estimated 500 total tons (item 36) including 100 tons (item 37) of fine woody material, the % of fine woody material is 20% of the total. If the total sale volume (item 45) was reported at 600 tons, line 46 would be:

$$600 \times .20 = \underline{120} \text{ tons of fine woody material}$$

Qualifying Comments

Include remarks explaining over-run/under-run, exceeding 20% deviation, unusually high or low factors, whole tree chipping conversion, damages, penalties, etc.

Over-run/under-run is calculated by scaled volume divided by cruise volume for the sale, not by individual species.

State/
County

Delegated Levels of Approval

On State lands all established timber sales shall be approved by the forestry team leader or first level supervisor, and property manager. **The program responsible for property management may have additional approval procedures.** On County Forest sales the county forest administrator must approve all timber sale stages along with the liaison forester. The forestry team leader must also approve sales at the establishment phase. Approvals are based on the data and conditions as of the date of approval.

State APPROVAL AND REPORTING PROCEDURES FOR DEPARTMENT TIMBER SALES

This procedure should be used to process Timber Sale Notice and Cutting Report, Forms [2460-001](#) and 2460-1A, for timber sales on Department-owned land.

A **district** may establish additional review of timber sales to deal with sensitive sale areas or other issues. The Bureau of Forest Management may identify specific concerns and negotiate additional protocol with a specific **district**.

This is a three-stage process. Each of the three stages is indicated by different shading of appropriate areas on Forms 2460-001 and 2460-1A. The Timber Sale Notice, Part A (**Established (Est.)**), is submitted for approval prior to advertising sale. Timber Sale Notice, Part B (**Sold**), is submitted before a contract can be awarded or cutting started. The Cutting Report (Final/**Completed**) is completed and submitted upon completion of the sale.

When timber sale data is entered into WisFIRS the established, sold, partial and completed dates should be entered **as the current date** (i.e. the date on which the data is being entered into WisFIRS). These fields should not be back-dated to the date of the bid opening or contract signing. Back-dating can create reporting errors since historic reported figures would be subject to change and timber sale accomplishments may not be properly accounted for if reporting dates are back-dated.

SALE ESTABLISHMENT

(White portion - Request for Approval)

- | | |
|-------------------------------|---|
| Forester | 1. Prepares original and one file copy of Forms 2460-001 and 2460-1A; attaches a sale map. Forwards original of Forms 2460-001, 2460-1A, and sale map , to property manager. |
| Property Manager | 2. Reviews and recommends approval or disapproval. Forwards to forestry team leader. |
| Forestry Team Leader | 3. Reviews and approves or disapproves. If questions arise, contacts area forestry leader or designee for consultation. Sales occurring in sensitive areas should be considered for additional review by the district forestry leader and/or Bureau of Forest Management before approval. |
| | Sensitive areas include intensive recreational use areas, Class A aesthetic zones, adjacent to wild rivers, etc. |
| | If approved, sends forms to district data entry or back to forester for entry in WisFIRS . |
| Data Entry or Forester | 4. Enters approved data into WisFIRS and keeps one copy of Forms 2460-001 and 2460-1A. Data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS . Returns original approved forms directly to forester . |
| Forester | 5. Files original Forms 2460-001 and 2460-1A and proceeds to negotiate or advertise sale as approved. |

SOLD Notification of Sale

(Gray portion)

- | | |
|---------------------------|--|
| Forester/Property Manager | 6. Completes the original and file copy of Form 2460-001. Forwards original Form 2460-001 to regional data entry or enters data themselves . Retains file copy of Form 2460-001 and original of Timber Sale Contract (Form 2400-005). |
|---------------------------|--|

Timber Sale Handbook

- Data Entry **or Forester**
7. Enters Sold information into WisFIRS. Forwards original Form 2460-001 to Forester. Files a copy of Form 2460-001. Data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS.
- Forester
8. Files original form.

Cutting Report - FINAL (Completed) (Blue portion)

When a final timber sale cutting report is completed as part of the timber sale close-out process, the sale status in WisFIRS should be changed to complete. All sales that have been sold must be changed to complete in WisFIRS during close-out, including sales that were not harvested or that were only partially completed.

- Forester/Property Manager
9. Completes original and file copy of Forms 2460-001 and updates recon in WisFIRS. Routes original to regional data entry through forestry team leader and completes treatment in WisFIRS and then updates post-sale recon in WisFIRS. Final timber sale data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS.
- Forester
10. Routes Timber Sale Close-out Transaction (Form [2460-004](#)) to Madison Forestry Financial Specialist along with copy of ledger and 2460-1. (See page [84-1](#) for details.)
- Data Entry **or Forester**
11. Enters final report data and updated recon data into WisFIRS, sends original Form 2460-001 to forester for permanent file and retains one copy in file. Final timber sale data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS.
- Forester
12. Files original form in permanent file.

Note: Partial reports shall not be used on state land timber sales. If a sale is extended with a stumpage increase, create a new sold value in WISFIRS showing the price increase. Record any volume harvested under the original price in the original entry and wood harvested after the increase under the new price.

INCOMPLETE Timber Sales

An “incomplete” sale in WisFIRS is a sale that has been established but was never sold. The sale status should be changed to incomplete only if the sale has never been sold and no further attempts will be made to sell it, or temporarily in rare circumstances associated with timber sale terminations. Sales that have been sold and not harvested should be coded as “complete”. Changing the status from established to incomplete, or to complete in the case of sales that have been sold and are being closed-out, will also allow for the stands that make up the timber sale area to be once again included in the harvest schedule.

Do not enter a date in the “completed date” field when changing sale status to incomplete.

For example, if a sale was entered in WisFIRS as established but was never successfully sold and circumstances have changed to the point where the timber sale will no longer be pursued, its status should be changed to incomplete. The intent is to prevent a growing list of timber sales that are in the “established” category, if indeed they are no longer feasible and will not be sold. Periodically the responsible forester should review the status of sales and typically sales should not remain as “established” in WisFIRS for more than 5 years. For information related to temporarily utilizing the incomplete status for timber sale terminations, see Chapter 74- Breach of Contract & Termination of Contract.

Timber Sale Handbook

County APPROVAL AND REPORTING PROCEDURES FOR COUNTY FOREST LANDS

This procedure should be used to process Timber Sale Notice and Cutting Report (Forms [2460-001](#) and 2460-1A) for timber sales on lands entered under the County Forest Law.

A **district** may establish additional review of timber sales to deal with sensitive sale areas or other issues. The Bureau of Forest Management may identify specific concerns and negotiate additional protocol with a specific **district**.

This is a three stage process. Each of the three stages is indicated by different shading of appropriate areas on Forms 2460-001 and 2460-1A. The Timber Sale Notice (Sale Establishment) is submitted for approval before advertising a sale. The gray portion of the form (Sold - Notification) is filed once the tract has been sold. The Cutting Report (final or partial) is completed and submitted upon completion of the sale or 24 months after the Sold date of the timber sale, whichever applies.

When timber sale data is entered into WisFIRS the established, sold, partial and completed dates should be entered as the **current date** (i.e. the date on which the data is being entered into WisFIRS). These fields should not be back-dated to the date of the bid opening or contract signing. Back-dating can create reporting errors since historic reported figures would be subject to change and timber sale accomplishments may not be properly accounted for if reporting dates are back-dated.

SALE ESTABLISHMENT

(White portion)

- | | |
|-----------------------------|---|
| County Forest Administrator | 1. Prepares, or approves prepared , original and file copy of Forms 2460-001 and 2460-1A, and attaches sale map. Forwards original Form 2460-001, 2460-1A , and sale map to DNR liaison forester. |
| DNR Liaison Forester | 2. Reviews; recommends approval or disapproval. Forwards to supervisor. |
| Forestry Team Leader | 3. Reviews and approves or disapproves. If questions arise, jointly contacts area forestry leader or designee, county forest administrator and liaison forester for consultation. Sales occurring in sensitive areas should be considered for additional review by the district forestry leader and/or Bureau of Forest Management prior to approval. |

Sensitive areas include intensive recreational use areas, Class A aesthetic zones, adjacent to wild rivers, etc.

If approved, forwards to data entry **or back to forester for entry in WisFIRS**.

- | | |
|-------------------------------|--|
| Data Entry or Forester | 4. Enters data into WisFIRS and keeps one copy. Returns approved (initialed) Forms 2460-001 and 2460-1A directly to DNR liaison forester for further processing. Data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS . |
| DNR Liaison Forester | 5. Forwards forms to county forest administrator for further processing. |
| County Forest Administrator | 6. Proceeds to negotiate or advertise sale as approved. |

SOLD Notification of Sale

(Gray portion)

- | | |
|-----------------------------|--|
| County Forest Administrator | 7. Completes, or approves completed , original and file copy of Form 2460-001. Forwards original Form 2460-001 to DNR liaison forester. |
|-----------------------------|--|

Timber Sale Handbook

- DNR Liaison Forester
8. Reviews for approval or disapproval, and forwards to regional data entry, **enters data himself, or forwards to forester for entry.**
- Data Entry **or Forester**
9. Enters Sold information into WisFIRS. Retains one copy for files and returns original to DNR liaison forester. **Data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS.**
- DNR Liaison Forester
10. Forwards original Form 2460-001 to county forest administrator.
- County Forest Administrator
11. Files original Form 2460-001 for use when cutting is reported.

Cutting Report - PARTIAL

(Blue portion)

- County Forest Administrator
12. Within two years of SOLD date completes, **or approves completed,** original and file copy of Form 2460-001. Forwards original to DNR liaison forester.
- DNR Liaison Forester
13. Verifies report accuracy. If accurate, initials Form 2460-001 and forwards it to data entry **or enters data himself.**
- Data Entry **or Forester**
14. Enters Partial Cutting Report into WisFIRS. Retains one copy for files and forwards original Form 2460-001 to DNR liaison forester. **Data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS.**
- DNR Liaison Forester
15. Forwards original Form 2460-001 to county forest administrator for further processing.
- County Forest Administrator
16. Files original Form 2460-001 for use in filing Final Cutting Report.

Cutting Report - FINAL (Completed)

(Blue portion)

When a final timber sale cutting report is completed as part of the timber sale close-out process, the sale status in WisFIRS should be changed to complete. All sales that have been sold must be changed to complete in WisFIRS during close-out, including sales that were not harvested or that were only partially completed.

- County Forest Administrator
17. Completes, **or approves completed,** original and file copy of Form 2460-001 and verifies post-sale recon has been completed by attaching completed stand exam data sheet(s) (Report 113) or indicating that on 2460-001. Routes original to DNR liaison forester.
- DNR Liaison Forester
18. Verifies report accuracy and that recon has been updated, initials Form 2460-001 and forwards it to data entry, **enters data himself, or forwards to forester for entry.**
- Data Entry **or Forester**
19. Enters **final report data into WisFIRS** and sends original Forms 2460-001 to DNR liaison forester. **Data can be entered directly by the forester if they have been granted timber sale edit authority in WisFIRS.**
- DNR Liaison Forester
20. Forwards the original Form 2460-001 to the county forest administrator.
- County Forest Administrator
21. Files Form 2460-001 in permanent timber sale file.

INCOMPLETE Timber Sales

An “incomplete” sale in WisFIRS is a sale that has been established but was never sold. The sale status should be changed to incomplete only if the sale has never been sold and no further attempts will be made to sell it, or temporarily in rare circumstances associated with timber sale terminations. Sales that have been sold and not harvested should be coded as “complete”. Changing the status from established to incomplete, or to complete in the case of sales that have been sold and are being closed-out, will also allow for the stands that make up the timber sale area to be once again included in the harvest schedule.

Do not enter a date in the “completed date” field when changing sale status to incomplete.

For example, if a sale was entered in WisFIRS as established but was never successfully sold and circumstances have changed to the point where the timber sale will no longer be pursued, its status should be changed to incomplete. The intent is to prevent a growing list of timber sales that are in the “established” category, if indeed they are no longer feasible and will not be sold. Periodically the responsible forester should review the status of sales and typically sales should not remain as “established” in WisFIRS for more than 5 years. For information related to temporarily utilizing the incomplete status for timber sale terminations, see Chapter 74- Breach of Contract & Termination of Contract.

SALE ESTABLISHMENT ("A" NOTICE)

State/Cnty **BASE STUMPAGE RATES**

Base stumpage rates for individual and groups of properties are revised annually based on the formula below and local recommendations. The stumpage rates are calculated using sold timber sale data in WisFIRS. Following the calculation, the property manager, county forest administrator, or a designee for each stumpage rate area are given the opportunity to review the calculated rates and provide a recommended rate for that year, based on local market knowledge. The calculated and recommended rates are available under the Public Land Stumpage sub-tab of the Timber Sale tab of WisFIRS Public. The recommended base rates will also be posted annually on the Department’s website at dnr.wi.gov/topic/TimberSales/baseStumpageRates.html For each property and property group identified in this chapter, there are both calculated and recommended rates for each year. The **recommended base stumpage rate for the most recent year available** should be used in appraising timber on county forests and DNR-owned land.

The **base stumpage** rates are based upon the **following** formula:

$$\frac{\left[\begin{array}{c} \text{wtd avg} \\ \text{current year minus 3} \\ \text{stumpage value} \end{array} + \begin{array}{c} \text{wtd avg} \\ \text{current year minus 2} \\ \text{stumpage value} \end{array} + \begin{array}{c} \text{wtd avg} \\ \text{current year minus 1} \\ \text{stumpage value} \end{array} \right] + \begin{array}{c} \text{wtd avg} \\ \text{current year minus 1} \\ \text{stumpage value} \end{array}}{\begin{array}{c} \text{\# of years of wtd avg} \\ \text{stumpage values} \end{array}} = \text{Weighted Average Stumpage Value}$$

2 (if there is a wtd avg current year minus 1 stumpage value, otherwise it's 1)

The Base Stumpage Rate is then converted back to a 1.00 factor by the following equation:

$$\frac{1}{\begin{array}{c} \text{avg} \\ \text{appraisal} \\ \text{factor} \end{array}} \times \text{Weighted Average = Current Base Stumpage Rate Stumpage Value}$$

$$\begin{array}{c} \text{wtd avg} \\ \text{current year} \\ \text{stumpage value} \end{array} = \frac{\text{Sum of (volumes X stumpage value) by species}}{\text{Sum of volumes by species}}$$

$$\begin{array}{c} \text{wtd avg} \\ \text{appraisal} \\ \text{factor} \end{array} = \frac{\text{Sum of (volumes X appraisal factor) by species}}{\text{Sum of volumes by species}}$$

The base rates are calculated annually around the beginning of the state fiscal year. Following the calculation of draft stumpage rates, the property manager, county forest administrator, or a designee for each property and stumpage rate area is given the opportunity to review and provide a recommended rate for that year, based upon the calculated rate and local factors. After the recommended rates have been entered into WisFIRS for the year, those rates may begin to be utilized for appraising state and county timber. If recommended rates are not provided within 30 days of soliciting recommendations, the calculated rates (rounded down to the nearest \$1.00 per cord or ton and nearest \$5.00 per MBF) shall be the recommended rate to be utilized as the base stumpage rate for that year.

On state forest properties the corresponding state forest rate should be used, if available. In counties with a county forest, county forest rates should be utilized on the county forest as well as DNR land other than northern state forests. In counties without a county forest, the appropriate stumpage rate area values should be used as appraisal rates on DNR land. A map of the various stumpage rate areas is included at the end of this section.

In order for WisFIRS to calculate a base stumpage rate or to allow for entry of a recommended rate for a particular species and product combination for a property or property group, that species and product combination needs to have been sold in the past three years on that property or group. If it has not been sold in the past three years, there will be no calculated or recommended rate stored in WisFIRS or the resulting reports. In cases where a particular recommended base rate is not available for the current year for a property or group, a recommended rate from a neighboring property should be used. If a recommended rate is not available for a neighboring property, or if any such neighboring rates are not representative of conditions similar to the property being appraised, then the forester should establish and utilize a base stumpage rate for the sale being appraised utilizing the best available information.

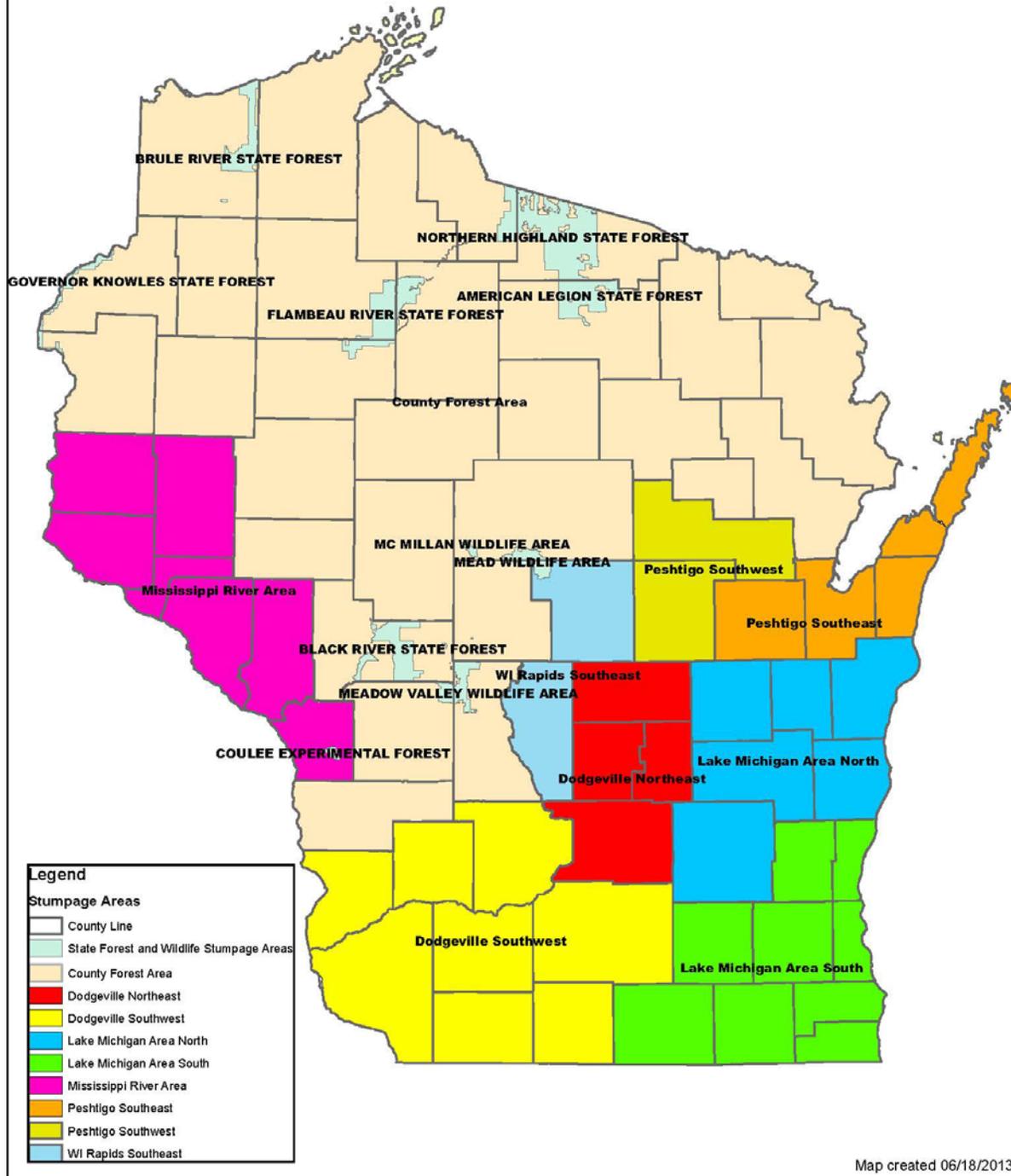
When appraisal factors are being set for a timber sale it is very important to arrive at factors that are as accurate as possible relative to other timber sold on that particular property or property group. It is important that "average," as it relates to stumpage appraisal factors, be tied to timber actually put on the market. Sale prices on all timber sold during that period are used in the calculation of the new base stumpage rates each year. All sale prices are adjusted by their associated appraisal factor to arrive at a market value of "average timber." If similar timber is factored significantly above or below 1.0, its selling price will artificially inflate or deflate the future base stumpage rate.

In order to provide some room for bidding and to account for potential declines in market values, when timber sales are sold via advertisement and bidding, the appraised value may be reduced at the discretion of the forester or property manager by an appraisal reduction factor of up to 30%. Foresters should rely on the allowed appraisal reduction percentage to create space for bidding and should not use appraisal factors to simply reduce the appraised value.

If base stumpage rates are updated between the time the sale is established and when it is advertised, the base stumpage rates do not need to be changed unless the forester or property manager believes it would be beneficial. If the appraisal is more than two years old, stumpage appraisal values must be re-evaluated before timber is sold. When a reappraisal is required, old figures can be lined out and new figures written in for the new appraisal. If a reappraisal requires major changes it may be necessary to prepare a new Form 2460-1.

If the reappraisal changes the appraised value, it must be resubmitted for approval prior to sale.

WDNR Public Land Stumpage Areas



State/Cnty INTERIM ADJUSTMENT OF BASE STUMPAGE RATES

APPRAISAL RATES HIGHER THAN THOSE LISTED IN THIS CHAPTER MAY BE USED WITHOUT PRIOR APPROVAL when reliable local timber sale data is available. The new higher rate normally will be used for the remainder of the year. Notice of such an increase must be sent through channels to the Bureau of Forestry.

Stumpage schedule for a species or product may be reduced upon written approval of the regional director. Only conditions that cannot be anticipated when the stumpage rate schedule is established should be used in changing the schedule. Qualifications for changing the stumpage schedule might include, but not be limited to, a dramatic fall in the market value of a species or product or a catastrophic occurrence such as fire, wind, hail, disease or insect damage which alters the market value of some sales.

Interim changes in the annual stumpage rate based upon a significant change in the market value should be justified and calculated through the use of the following formula:

$$S^2 = \frac{S^1 \times P^2}{P^1} \quad \text{where}$$

S^2 = standard value to be used in current appraisal (new base rate)

S^1 = annually determined standard stumpage value (old base rate)

P^1 = price of wood on car or at mill at time of determination (issuance) of standard stumpage rate

P^2 = price of wood at same market (P^1) at time of interim appraisal

P^1 and P^2 can be determined on DNR administrative area or procurement area basis of customary markets. If desirable, more than one market can and frequently should be used by averaging to determine local market value. The same market base must be used in determining both P^1 and P^2 . A sheet showing a summary of interim adjustment calculations must be submitted with the stumpage appraisal at time of the "A" notice.

When approval of a reduction in the base rate has been granted, the new rate normally will be used for the remainder of the year on all sales for the respective county or property. A copy of such amendments must be sent to the Bureau of Forestry through channels.

Timber Sale Handbook

State/Cnty ROUNDING GUIDES

Volume Rounding Guide (Line 27-31 on Form 2460-001, Timber Sale Notice and Cutting Report)

Volume or number of timber products for each species proposed for cutting may be rounded as follows:

<u>No. of Units</u>	<u>Round to Nearest</u>
1 - 10	1
10 - 100	5
100 - 500	10
500 - 1000	25
1000 -	50

The amount of timber recorded as cut on the Timber Sale Cutting Report (Partial and Final), Form 2460-001, should be actual scale or count. Cordwood can be recorded to the nearest hundredth of a cord /ton. Sawtimber can be recorded to the nearest ten board feet.

Value Rounding Guide (Line 33 on Form 2460-001)

When listing cordwood stumpage values for advertising on Form 2460-001, the minimum advertising price may be rounded to the nearest \$.10 per cord or per ton. Sawlog values may be rounded to the nearest \$1.00 per MBF.

The unit sale price on Timber Sale Notice (Part B), Form 2460-001, may be actual bid or negotiated value.

CHAPTER 50

SALE METHOD

SALE SYSTEMS

The timber sale systems described in this Handbook are to be used on all Department properties. These basic procedures are also highly recommended for use on county forest lands.

The objective of these systems is to reasonably account for the amount of forest products removed during timber harvest operations. Application of sound business practices is essential to the conduct of an accountable timber sale program. The systems for accountability as described in this chapter provide a prudent approach in determining proper payment for all forest products sold.

The following table lists standards and procedures for the three basic systems to be used in the sale of forest products, including salvage sales. Further details are presented on pages [54-1](#), [55-1](#), [57-1](#) and [58-1](#).

	Sale Method	Forest Products Permit	Lump Sum Sale	Scaled Sale
State/County	Requirements	Direct	Advertised (under \$3000 may be sold direct)	Advertised (under \$3000 may be sold direct)
State/County	Max. appraised value	\$500	None	None
State/County	Set-up forms	Form 2460-1 Appraisal portion only-keep in file	Form 2460-1 Cruise documentation	Form 2460-1 Cruise documentation
State/County	Approvals (A-notice only)	Designated Supervisor*	Designated Supervisor*/Property Manager	Designated Supervisor*/Property Manager
State/County	Contract-form	Form 2460-8 or county form	Form 2400-5 or county form	Form 2400-5 or county form
State	Payment Provisions	Single Prepayment	Single prepayment or 2-4 prepayments with equivalent number of cutting units	30 days from billing for qualified contractors. Advance payment otherwise.
State	Bond	None	Under \$2,000 = optional Over \$2,000 = minimum of 15% or \$1000 , whichever is greater	Required
State	Worker's comp. cert. filed	None	Required	Required
	Max. length of contract	1 Year No extensions	Up to 4 years maximum Including extensions	Up to 4 years maximum Including extensions
State/County	Advertisement	None	Required, at \$3000 or more appraised value	Required, at \$3000 or more appraised value

*The designated supervisor of the property

State/Cnty ADVERTISED

Sales With an Appraised Value of \$3000 or More

Sales appraised at \$3000 or more require advertising prior to sale. See M.C. [9327.1](#) for detailed procedure.

When several sales are advertised at the same time, it is suggested that you do not list separate species, volumes and minimum stumpage rates for each sale area. Simply list the overall number of tracts to be offered, total acreage, total volume by species and all town and ranges in which timber will be offered. Also state that more detailed information in the form of a timber sale prospectus may be obtained by contracting the property manager's office and list location and telephone number.

State A classified advertisement must be used (see s. [28.05\(2\)](#), Wis. Stats., for detailed procedure). This requires that it be advertised in a newspaper in the county in which the timber is located and which is likely to give notice to persons affected.

State/Cnty Run the ad once each week for two consecutive weeks, the last being at least one week prior to the bid opening. The advertisement should include the date and time of the bid opening, and may also include the date and time of a secondary bid opening for any tracts not sold in the first opening.

County A classified advertisement must be used (see s. [28.11\(6\)\(b\)](#), Wis. Stats.). This requires the 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.

State/Cnty A sample advertisement may be found in the appendix.

Continue to mail prospectuses to prospective loggers.

Maintain a record of timber sale advertisements in the timber sale files. An affidavit of publication may be requested from the newspaper when the ad is placed to serve as this documentation.

State/Cnty Sales With an Appraised Value Less Than \$3000

Sales appraised at less than \$3000 may be sold direct or advertised at the discretion of the forester. Direct sales must be sold at or above current appraised value.

State/Cnty DIRECT SALE OF UNSOLD ADVERTISED TIMBER

Timber sales which have been advertised at least twice at the same advertised value for public sale in separate bid openings, at least 30 days apart, have met the requirement of advertisement for public sale as concerns direct negotiated sales. They may be sold directly to responsible buyers provided that the sale is sold at or above current appraised value (line 32 of the 2460). An advertisement for timber sale bids which includes the date and time of a secondary bid opening for any tracts not sold in the first opening, which is advertised twice as outlined above, and which is held at least 30 days after the first bid opening is sufficient to meet the requirements to proceed with a direct sale if the timber remains unsold.

Maintain a record of timber sale advertisements in the timber sale files. An affidavit of publication may be requested from the newspaper when the ad is placed to serve as this documentation.

Timber Sale Handbook

State/Cnty LUMP SUM SALE

Definitions

A lump sum sale is a sale of forest products whereby the minimum acceptable bid or negotiated sale value is based on pre-sale volume estimate and appraisal. No scale of the cut products is involved and no refunds are made for volume adjustment claims.

Per unit stumpage rates by species must be itemized in both the bid and sale contract. This is required to provide for payment for additional volume that may become necessary to cut due to catastrophic losses or in settlement of a contract termination or dispute.

General

The purpose of lump sum sales is to reduce unreasonable costs which would occur to the buyer or seller using conventional sales methods.

Forest products permits, lump sum and conventional scaled sales may be awarded to a contractor. However, a contractor may not haul from two types of sales on a forest or property at the same time without approval. This is to avoid any questions regarding which type of sale the contractor is transporting forest products from.

Regular timber sale inspections must be continued to ensure silvicultural aspects of the sale are implemented.

State/Cnty Financial Limits - Sales of any value may be sold lump sum.

State Payment - Full payment will be required prior to cutting. Total payment may be divided into a maximum of 4 payments. If multiple payments are used, an equivalent number of corresponding cutting units must also be used. Payment for a cutting unit must be received prior to any cutting in that unit.

State Cutting Units - Required when multiple payments will be used. Order of cutting units is to be specified in contract, and each must be completed prior to cutting in another unit.

State/Cnty Sale Forms, Approvals - Form [2460-1](#) shall be used and cruise documentation shall be maintained in the permanent file.

State Performance Bond - Optional for sales under \$2,000 of appraised value but should be required if there is reason to believe that a problem could occur. Sales of \$2,000 and over require a minimum of **15%** of bid value or **\$1000**, whichever is greater.

State Worker's Compensation - All operators are to comply with the worker's compensation law. Proof of coverage will be required for all employees.

State Contract, Term, and Extensions - Timber Sale Contract, Form 2400-5, will be used. Contract term will be limited to 4 years.

State/Cnty Reporting Volumes Cut - Standard reporting procedure will apply. Counties filing partial reports on Form [2460-1](#) should report "best estimate" of volume cut to date and the balance on the final report (Notice C).

State/Cnty Total Reported Values - When filling out final reports on Form [2460-1](#), the total reported values on Form 2460-1 should be the same as the total sold values.

State/Cnty CUT & SEIZED PRODUCTS, SALVAGE AND CHARITABLE TIMBER SALES

Cut Products

The sale of cut forest products are subject to the same guidelines and approvals, as stumpage sales with the following exceptions:

1. Timber Sale Description, (Items 1-14) on Form 2460-1 is not required;
2. Use of a performance bond for cut or seized products is at the discretion of the property superintendent. The decision should be guided by the contract provisions and potential for damages.

Approval requirements should be based on cut product value and not on their stumpage value. Appraised value should be established by comparison to other transactions in the area of similar quality cut products. Full payment in advance must be obtained from the buyer before any cut products are removed.

State Salvage

Section 26.22, Wis. Stats., grants the Department authority to sell timber damaged by fire, snow, hail, ice, insects, disease, or wind on any land under the Department's jurisdiction in the method and upon such terms and conditions it deems in the best interest of the state. This includes the sale of timber on a Forest Products Permit (Form 2460-8), the sale of timber without advertisement or competitive bidding if warranted, or the inclusion of timber on an ongoing sale. A significant potential loss of timber value could warrant use of this modified procedure.

County Section 28.11(6)(c), Wis. Stats., grants the county forest Committees the authority to sell timber damaged by fire, snow, hail, ice, insects, disease, or wind on county forest land in the method and upon such terms and in such manner it deems in the best interest of the county. This includes the sale of timber without advertisement or competitive bidding if warranted, or the inclusion of timber on an ongoing sale.

State/Cnty Adjustment of stumpage values may be necessary when existing sale areas are damaged by wind or fire before the sale is completed. Fill out a new stumpage appraisal for the damaged timber. Compare the new factor with the old. Adjust current stumpage values proportional to the change in appraisal factors.

Seized Products

Seized material may be sold pursuant to section 26.06, Wis. Stats. Products appraised at more than \$500 shall be advertised and sold on sealed bids after a Class 1 legal notice.

State/Cnty Charitable/Educational Timber Sales

Log a Load for Kids and other such charitable programs partnering with Forestry are permissible with some reservations. Only one such event may be held annually on a property. Property managers and County Forest Administrators are encouraged to employ the competitive bid process and also to harvest areas typically difficult to sell or those classified as salvage. Section 28.05(2), Wis. Stats. allows for use of direct sales if the estimated value of the sale does not exceed \$3,000. The benefits of education and partnership efforts and assisting others are sound reasons to use the direct sale process. The state must collect timber sale stumpage as the statutes do not allow for a waiver. Counties remain liable for severance tax owed both the state and the towns.

It is permissible to conduct such a program on a sale currently under contract so long as:

- All of the provisions of the contract remain in effect (e.g. Worker's compensation, operational specifications, payment schedules, stumpage rates/increases)
- Original purchaser of the sale retains responsibility for satisfactory sale completion and any impacts to the sale performance bond.

State/Cnty MERCHANTABLE TIMBER CUT IN CONJUNCTION WITH CONSTRUCTION PROJECTS

Construction projects to develop such items as roads, firebreaks, recreational trails, parking lots, etc., sometimes involve the cutting of merchantable timber that may be difficult to sell utilizing standard procedures.

The following options apply to merchantable timber cut in conjunction with such construction:

A. If suitable for regular commercial sale:

Follow standard procedure.

B. If not suitable for regular commercial sale:

Contact district forestry leader for alternatives on case-by-case basis.

State FOREST PRODUCTS PERMIT

Small amounts of Christmas trees, boughs, firewood, or other forest products may be sold using Forest Products Permit, Form [2460-008](#).

Lands administered by the Department offer an opportunity to citizens seeking forest products. A Forest Products Permit may only be issued for products surplus to the property's needs and objectives. **Issuance of a permit should not conflict with the biomass guidelines or the tree retention guidelines in the Silviculture Handbook.**

The forester servicing the property shall be responsible to appraise the forest products and assure the removal or manner of cutting will not be detrimental to the property and its objectives. Administration of this permit system shall be under the supervision of the property manager or superintendent.

This procedure will be used only when:

1. A single count or volume estimate will be made.
2. A single advanced payment will be made.
3. The appraised value does not exceed \$500.
4. The sale will not exceed 1 year in duration.
5. Maximum of 5 Christmas trees per individual
6. Maximum of ten cords per individual.

This permit may not exceed 1 year.

Approval of permits is made by the property manager, team leader or basin supervisor.

To provide justification and documentation for the value charged, the Appraisal on Form [2460-001](#) must be completed and retained in the field file. Appraisal(s) may be made annually for all similar material on a property or for each individual permit. Copies of all permits become a part of one sale folder each fiscal year and identified as "Forest Products Permits."

The following are not needed in the Forest Products Permit procedure:

1. Contract.
2. Performance bond.
3. Certificate of Worker's Compensation coverage.
4. Timber Sale Close-Out Transaction, Form [2460-004](#).

A permit number should be assigned to each Forest Products Permit starting with number P-1 and running in consecutive order.

Boughs - Small quantities of boughs for personal use will utilize the Forest Products Permit Christmas tree rate. Commercial quantities can be sold using the same form but should be identified as a Commercial Permit. A Commercial Permit allows for the permittee and crew to cut boughs. A Commercial Permit can utilize a statewide rate of:

\$75.00 minimum for permit and the first two tons
 \$25.00 extra for each additional ton

Special conditions to be included for all bough permits include:

1. Boughs will be cut in such a manner as to not kill the tree or render aesthetic damage to the tree.
2. Harvesting of boughs will not take place within sight of a town road, state forest road or lettered or numbered highway.
3. Permits will not be issued for special use zones such as aesthetic zones, wilderness zones, etc.

Forest Products Permit Reporting

All permits will be totaled and reported once a year by December 30 on a completed Form [2460-001](#), as a final report for that calendar year. This report will be sent through channels to the district data entry. The volume sold by species and product, sales value, and number of permits involved will be listed on one Form 2460-001 per property. Individual permits do not need to be attached to Form 2460-001.

Forest Products Permit Remittance

The following will be sent through channels to Madison to complete such a sale:

1. Remit all monies on a Timber Sale Transaction/Remittance, Form [2460-003](#) (several permits can be covered by one remittance), or a General Remittance Sheet, Form [9300-029A](#) (see sample page 87-16).
2. Payment for the total value of the permits.
3. Compartment Reconnaissance should be updated if field conditions following the sale warrant.
4. Individual permits do not need to be submitted with the remittance form.

State/Cnty SCALED SALES

In a scaled sale, the volume offered for sale is estimated but not guaranteed. If the volume of timber exceeds the estimate, as a whole or by species, the purchaser has the obligation to cut it and remove it paying the unit bid price. If there is less timber than estimated, there is no obligation of the landowner to make up the "shortage". The purchaser pays for actual scale. Estimate of cut volumes will be determined either by actual scale on the sale area or by mill scale as specified in the contract.

State Forest products from such sales will be paid for before removal of products from the sale area.

State/Cnty SCALING PROCEDURE

Products will be scaled on the sale area unless done at a mill using an agreed upon mill scale ticket system.

All logs shall be scaled with the Scribner Decimal C. Log Rule. Scaling methods shall be in accordance with the National Forest Scaling Handbook. The minimum top diameter for sawlogs should generally be determined by the minimum-sized log as stated in the Guide to Hardwood Log Grading, or for all softwoods as stated in Log Grades for Eastern White Pine, U.S. Forest Service. All sawlogs will be scaled in the woods and shall be marked with paint or crayon after scaling, unless other arrangements are provided for in the contract.

State On state land, a Scale Sheet, Form 2400-63, shall be used to record the products scaled and will be prepared in the field at the time the products are scaled. A copy of the scale slip will be attached to and filed with the station copy of the Timber Sale Transaction/Remittance, Form [2460-3](#), and the original copy of the scale sheet mailed to the contractor with the original copy of Form 2460-3.

State/Cnty MILL SCALE TICKET SYSTEM – SCALING or CERTIFICATION CHAIN OF CUSTODY DOCUMENTATION

The following are guidelines for use of a mill scale ticket system for administering a timber sale to determine harvested volumes. This system may also be used on field scaled or lump-sum sales to provide Forest Certification Chain of Custody (COC) documentation if a purchaser requests such documentation. Haul tickets may be issued as shipping documentation to help a contractor maintain the COC. Tickets should be treated similarly for COC documentation as they would be used for receiving mill scaled volumes. More information on certification COC can be found in the Public Forest Lands Handbook 2460.5.

Communication with mills is essential. It is recommended that this be done by personal visit or telephone call and then confirmed in writing. Cooperation of the destination mill is essential.

1. Equipment Needed

a. Tickets

- 1) A three-part ticket set is used. Individual Forest Products Harvesting Permits (tickets) are printed for each property. The ticket contains information as to the sale number, date, time of day the wood is hauled, trucker, destination, species, approximate volume, and truck.
- 2) Tickets are numbered serially. Each copy of the ticket has the ticket number on it.
- 3) Tickets are bound in books of 25 three-part sets.
- 4) Each ticket book has a cover on which to record the name of the forest in bold letters, the timber sale number, and the contractor's name.
- 5) Tickets are issued to the contractor. A record of ticket numbers is maintained.
- 6) Contractors are held accountable for all tickets issued.
- 7) Contractors are responsible for assuring that their haulers have the appropriate tickets in their trucks.

- 8) Truck delivery: Truck drivers complete the ticket as they leave the sale area and deposit the first copy in the lock box. When they reach the destination mill, the drivers give the second copy of the ticket to the scaler. The scaler attaches this copy of the ticket to a copy of the scale slip. Periodically the scale slips with the attached tickets are returned to the forest manager.
- 9) The third copy of the ticket is the contractor's copy.

b. Lock Boxes - Placement:

- 1) The lock boxes should be placed so that they are easily accessible to the truck driver, yet not be a traffic hazard or susceptible to damage from graders or snowplows. With frozen ground in the winter, it is possible to chain a lock box to a tree.

2. Procedure

- a. Rail delivery: The truck drivers complete the ticket as they leave the sale area and deposit the first copy in the lock box. Since more than one load is required to fill the car, the second copies of the tickets are left in the book until the car is loaded. At that point, the car number is written on each of the second copies, and these are attached to the bill of lading for the car. Contractors mail the bill of lading with the attached ticket copies to the destination mill.

When the car reaches the mill, it is scaled, the ticket copies removed from the bill of lading and attached to a copy of the scale slip. The scale slip and tickets are then mailed back to the forest manager.

- b. As a condition of the sale contract, contractors agree that their trucker may be checked for compliance while enroute.
- c. Periodically the lock boxes are emptied. This can be done in the normal course of woods work. As scale slips are returned with second copies of the tickets attached, these are matched with the ticket copies recovered from the lock boxes. The manager or administrator then has a complete record of the wood removed from the time it left the sale until it was scaled at the destination mill. Scale volumes are entered on a recapitulation sheet and the appropriate deduction made from the contractor's advanced stumpage payment.
- d. Purchasers wishing to maintain COC documentation should deposit copies of tickets in a lock box before leaving the sale site only for any products which will be delivered as certified and require shipping documentation as requested by the purchaser. Subsequently, the receiving certified mill should send actual scaled volumes back to the timber sale administrator or manager to be reconciled with the tickets left in the drop box. This process is identical to the process for mill scaling products, and is required to account for the tickets used and products claimed as certified products being hauled from a particular timber sale.

Discrepancies in unmatched ticket copies must be checked and resolved.

3. Variations

- a. Variations to fit local conditions are possible. Following are some examples:
 - 1) The second copies of the tickets and scale slips can be picked up at the mill periodically. This eliminates the need for the mill to mail these back.
 - 2) The scale may be written on the second copy of the ticket by the scaler. This is acceptable but not as desirable as a bona fide copy of the scale slip.
 - 3) In weight scaling situations, the second copy of the ticket could be designed so that it could be inserted into the scale. The weight of the load would be printed directly on the ticket part.
 - 4) In instances where wood is shipped through a broker by rail, the bill of ladings are sent by the shipper to the brokers with the second copies of the tickets attached. The brokers remove the ticket copies and hold these

Timber Sale Handbook

until they receive the scale slip from the mill. The ticket copies are then returned by the brokers with a copy of the scale slip. The rail car number on the ticket copies must match the rail car number on the scale slip.

- 5) Where wood is landed at a rail siding, contractors can retain the second copy of the ticket until the wood is shipped. They then attach sufficient ticket copies to cover each car load. When all the wood is shipped, obviously all the ticket copies will have been utilized. In this situation, only wood from one sale can be landed together.
- 6) The scale slip from the mill may be periodically transmitted electronically via email. If mill scale slips are submitted via email, the second copy of the ticket does not need to be mailed back as long as the mill scale document contains all the information that is needed to track a particular load; including, ticket number, sale number, date and time, species and volume. If you accept electronic mill scales without having originals of the second copy returned, you should retain the original of the top copy that you collect from the lockbox in your sale files for fiscal audit and COC documentation for a period of 5 years. If the receiving mill will be claiming the delivered wood as certified, the mill should maintain the original of the second copy of the ticket in their records for COC purposes as well.

CHAPTER 60

SALE OF TIMBER

State/Cnty PROSPECTUS INCLUSIONS

A prospectus and maps of the tract or tracts should be prepared for each timber sale. A sample prospectus can be found in the appendix. Items that should be covered are as follows:

Map of sale area

Tract number and sale location

Estimate of the stumpage being offered by volume & product.

Cutting specifications

Slash disposal requirements (Optional)

Scaling method

Table of weight conversions by species (for mill scaled sales)

Minimum acceptable bid for sale and/or "advertised value" per individual species/product (Optional)

Performance bond requirements

Damages provisions (Optional)

Stumpage payment provisions, including extension increase policy for scaled and lump sum sales (Optional)

Bid opening date and place

The phrase "Any and all bids may be rejected"

Sample contract is available upon request

Contract ending date

Contract may contain additional provisions

Certification of Worker's Compensation required

The phrase "Contracts may not be assigned"

Variable utilization bid (Optional)

Logging site and road restoration (Optional)

Utilization standards

Special BMP requirements (Optional)

Any other provision that might influence bidding

Forest certification information for certified properties: certificate #'s and for FSC properties, the license code and product claim "FSC-100%". Examples are included below for dual-certified properties.

State This timber sale is (or these timber sales are) certified to the standards of the *Forest Stewardship Council*[®] (FSC[®]) as responsibly managed (license code FSC-C006979) and to the standards of the *Sustainable Forestry Initiative*[®] (SFI[®]) program. Forest products from this sale (or these sales) including logs or chips of all species may be claimed as "FSC-100%" under certificate SCS-FM/COC-00070N or "100% SFI certified" under certificate NSF-1Y941-SF7.

County This timber sale is (or these timber sales are) certified to the standards of the *Forest Stewardship Council*[®] (FSC[®]) as responsibly managed (license code FSC-C006090) and to the standards of the *Sustainable Forestry Initiative*[®] (SFI[®]) program. Forest products from this sale (or these sales) including logs or chips of all species may be claimed as "FSC-100%" under certificate SCS-FM/COC-000083G-(1 letter county sub-code) or "100% SFI certified" under certificate NSF-SFIS-1Y943.

County Bid bond requirements per county policy.

State Winning bidders will have 6 weeks from the date of the bid opening to submit an acceptable performance bond to the department. If the winning bidder fails to execute the contract and submit an acceptable performance bond, the bidder shall be required to forfeit to the department an amount equal to 10% of the total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid on any state timber sales for a two year period.

State Training Requirement – Logging contractor (not necessarily the purchaser if subcontracted) must document compliance with Wisconsin SFI training standard. (See page 63-6 for more information.)

State Annosum root rot treatment requirement, if applicable, including acknowledgement of cost. The statement – “This sale requires the Purchaser to complete Annosum root rot preventive treatment 4/1-11/30. Treatment must be performed by a Certified Pesticide Applicator. Treatment involves chemically treating all fresh-cut stumps of pines of merchantable size by applying either Sproax (sodium tetraborate decahydrate) or CELLU-TREAT (disodium octaborate tetrahydrate). Treatment shall be made the same day as harvest and a dye product shall be added to liquid solutions for inspection purposes. The cost of this application can vary based on application method and harvest conditions, but should be considered when submitting bids on these timber sales.”

State Prospective purchasers should be furnished Timber Sale Bid, Form [2400-049](#), along with the prospectus.

State/Cnty Contractor Information and Work Sheet

Some form of a contractor information and work sheet should be included in the prospectus for all variable utilization sales. It should contain enough information so that a contractor can easily work out a bid for any acceptable utilization category. The format of a contractor information sheet will be dictated by the individual needs of each property.

Variable Utilization Prospectus Display

When listing advertised values for variable utilization sales, the equivalent advertised value per cord is that value which would yield a total species value equal to the total advertised value for the species.

See the appendix for a sample of a prospectus and map.

State OPENING OF BIDSConfidential Bid Information

One person for each property where sealed bids are received shall be designated responsibility for the custody of timber sale bids received. Prior to the time set for the opening of bids, the custodian should assure that information as to the number of bids received, or whether any bids have been received, should not be released. However, upon request from a bidder, receipt of the sealed bid may be acknowledged.

Prior to the time for opening bids, no Department of Natural Resources employee having knowledge of any bid submitted should make any statement to anyone concerning it, except that receipt may be acknowledged to the bidder, if requested. Verbal statements of Intent to bid, whether or not including the prices, should also not be released.

Opening Bids

1. Sort bids by tract number.
2. Check for accuracy and completeness.
3. Read in numerical order based on tract number and announce the high bid, unless a bid error needs to be addressed as described below. Alternatively, all bids may be announced in a random order based on a draw of the hat or other random selection method.

Three employees of the Department of Natural Resources should be present at the opening of bids. As bids are opened and read they should be checked for mathematical accuracy and sorted by tract. Form 2400-006, Timber Sale Award, shall be filled out listing the people in attendance. All bids should be recorded by species, product, amount, value, and bidder. One copy of this form will be filed at the field station along with the original bids.

If a mathematical error is discovered on a bid form, the price per unit, as indicated on the form by the bidder, multiplied by the estimated volume provided by the Department should be utilized to determine the potential total sale bid value. If the corrected total would result in the highest bid for that tract, the bidder should be contacted and their intended bid verified. If a bidder has submitted a bid based upon a number of units other than the estimated volume(s) as provided by the Department, for example based on their own volume estimate or for a utilization specification that was not allowed for by the prospectus or bid form, then the bid shall be rejected. If there is a mathematical error and one or multiple bid price(s) per unit cannot be determined because they are either illegible or missing on the bid form, then the bid shall be rejected.

The bidder who submitted a potential high bid with an error should not be informed whether they are, or would be, the high bidder prior to confirming their intended bid value. If an error cannot be corrected immediately, the winning bid should not be announced at the bid opening and the potential high bidder that submitted a bid with an error should be contacted as soon as possible to determine their intent. When contacting a bidder regarding a bid error, simply confirm their intended bid(s) per unit, the number of units being bid upon as provided by the Department, and the resulting total intended sale bid value, providing as little additional information as possible; do not tell them about any other bids received. If the Department has made efforts to contact the bidder but is unable to make contact within two business days to verify the intended bid, the bid shall be rejected and the sale awarded to the next highest bidder.

Prior to the reading of a bid, a contractor may elect to withdraw the bid. The contractor or representative for the contractor must declare this at the bid opening before any bids for the specified tract are read. A withdrawn timber sale bid shall be kept in its envelope and returned to the bidder. A withdrawn bid is not to be recorded or read aloud.

High bid will be announced for each tract. If a math error has been discovered that warrants further investigation, the high bid should not be announced to those present at the bid opening and anyone present should be informed that the bids will be further evaluated and that awarding of contracts will be made within two weeks. If a high bidder fails to sign the contract, the sale shall be awarded to the next highest bidder at the value they bid.

Tie Bids

In the event of tie bids, the bidders should be offered opportunity to withdraw. If none wish to do so, the person in charge of bid opening may request the bidders to: (1) submit another sealed bid; (2) draw lots; (3) flip a coin; or if they decline, (4) re-advertise the sale at a later date.

Variable Utilization Bid

Bids for whole tree or to a smaller bole diameter (increased utilization) will be accepted on sales eligible for harvest of fine woody material, as indicated on the timber sale prospectus. Bids for variable utilization specifications must be made based on the volumes provided by the department to all bidders. Volume estimates by utilization (species and diameter) classes will be listed for each sale on which increased utilization bids will be accepted.

Each bidder must indicate the utilization for which he is bidding by species and product. The indicated utilization basis on the successful bid will become the utilization specification on the contract and utilization to this specification must be shown.

Bidding will be on a cordwood equivalent or ton basis. All wood harvested from the sale must be accounted for and payment made. An aggregate weight per cord may be developed and used when different species are scaled together. Weight conversion rates must be shown.

Bids for both variable utilization sales and standard utilization sales must include bid prices per unit for each species and product. Therefore, it is recommended that the prospectus include:

1. Estimated volumes in cords, cord equivalents, board feet, or product.
2. Advertised value per unit.
3. Total advertised value of sale.

Minimum Acceptable Bid

All bids must be by species on a per-unit basis. Acceptable bids must meet or exceed the total combined advertised value of all species. However, a bid will be rejected if any individual species/product bid is \$0.

The timber sale prospectus for state lands will not use the term "minimum acceptable" species values. Instead, values for individual species may be listed and described as "Advertised Values".

Listing of a minimum advertised value on a sale prospectus is not required.

Rejection of High Bid

The Department may reject high bid on a timber sale "for cause." This is unusual. The Department must not only insure that the highest price is obtained but also that an adequate performance is completed. This entails consideration of not only the dollar value of the bid but also responsibility and dependability of the bidder. If practical, contractors who are deemed ineligible to bid should be notified of this prior to the bid opening.

Bids below minimum advertised price will be rejected. In addition, the following characteristics of the bidder can be "cause" for rejecting a high bid when supported by factual evidence. This list is not all-inclusive. Other reasons for "cause" may apply.

- Notorious or habitual carelessness with fire
- Failure to properly complete previous contracts
- Evidence of financial insecurity
- Habitual damage to sale areas

Evidence of such bidder characteristics should be in the form of written records, typically including a letter notifying the bidder of their ineligibility to bid on Department timber sales for a specified period as a result of their performance on a previous contract. The Department must exercise this discretion in good faith in the interest of the public not from motives of personal favoritism or ill will.

Timber Sales Handbook

Rejection of any high bid requires approval of the Bureau of Legal Services. Continued rejection of a high bid for cause shall not exceed a period of two years for a contractor. A bidder may be reinstated when there is evidence that the problem has been corrected. If a high bid is rejected, a 30-day time period (from notice to the high bidder) must pass before the bid is awarded to the second highest bidder.

Rejection of Bids Below the Minimum Advertised or Appraised Value

Bids will be rejected and sales will not be approved where the total sale bid value is less than the advertised value on advertised sales or less than the appraised value on direct sales.

State CONTRACT SPECIFICATIONS

Length of Contract

Timber sale contracts should be kept as short as possible. Maximum contract length, including extensions, on state properties shall be limited to four years for scaled sales and lump sum sales and one year for forest product permits. Timber sale contracts can only be extended beyond four years with justification and approval by the **district forester**.

Long contracts result in higher administrative cost and may adversely affect work planning and forest type acreage regulation. Growth or deterioration of timber and changes in stumpage value can result in contractor dissatisfaction or improper payment for stumpage. A two year Contract period is recommended for most sales. A specific end date should be included in section 2(a) of the Contract to specify the exact ending date of the Contract. The Contract period should extend beyond the time when harvesting is complete to cover hauling and stumpage payment to ensure that performance is satisfactory and retention of performance bond will not be necessary. The Contract should not be allowed to expire prior to completion of all responsibilities of the Purchaser.

Awarding Contract

The signed timber sale Contract should be received by the Department within two weeks of awarding bids. A copy of the performance bond and required certificate of insurance evidencing worker's compensation must be received within six weeks of bid opening and before work is commenced. **If the winning bidder fails to execute the contract and submit an acceptable performance bond, the bidder shall be required to forfeit to the department an amount equal to 10% of their total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid on any state timber sales for a two year period. Notify the County and Public Forest Specialist if a winning bidder fails to execute the contract and submit a performance bond.** The property manager should sign the Contract as soon as practical.

The advance stumpage payment can be collected at anytime, but it must be received before any products are hauled unless otherwise specifically authorized.

The property manager is authorized to sign the timber sale Contract for the Secretary.

Standard Timber Sale Contract Example:

Annotated

TIMBER SALE CONTRACT **(R 8-14)**

Bold print statements beneath some clauses are designed to provide explanation for the Contract (boilerplate) language.

Notice: Personally identifiable information collected will be used to administer the program and will not be used for other purposes.

Name of Property: _____

Contract No. _____

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

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

1. PERFORMANCE.

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.

Notice to Purchaser that work is not to commence until all certificates, etc. are filed with Seller.

- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 2.

Notice that a workmanlike manner and reasonable diligence is required to avert unreasonable delays.

2. CONTRACT PERIOD.

- a. All work under this Contract shall be completed to the satisfaction of the Seller between the signing of the Contract by both Parties and _____(END DATE)_ , FOR TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract.

“For time is of the essence” demands reasonable diligence and completion within the period of performance. This is essential to achieve your management objectives. Delays beyond Contract periods will usually affect your management plan and goals, although somewhat unquantifiable. A definitive contract ending date must be specified (e.g. July 1, 2015), not a period of time (e.g. 2 years).

- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or for any other reason upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract deemed reasonable by the Seller. **The Seller may temporarily suspend operations, including hauling, under this Contract following a contract breach by the Purchaser for failure to make payments as scheduled on any other similar timber sale contract entered into by the Purchaser with the State of Wisconsin, until such time as the outstanding overdue amounts and interest due are paid in full.**

This flexibility is needed by the Seller to protect the land should unanticipated events or conditions occur. This also allows the Seller to temporarily suspend harvest on this timber sale due to a failure to make payments on other State timber sales, until all delinquent payments and interest are received.

3. CONTRACT EXTENSIONS. If extensions of this Contract are deemed reasonable by the Seller, the stumpage price agreed upon herein shall be adjusted as follows:

Similar to the annotation in 2.b., delays affect your management plan and goals for the property and timber management. Delays should only be authorized for reasons beyond the control of the Purchaser, and, then only if any increase in the value of the timber, because of the delay, is captured by the Seller. Extensions should be limited to 6 months at a time, unless there are seasonal restrictions that make 6 months unreasonable, in which case a 1 year extension would be justified. Even if you do not intend to offer extensions, entering stumpage adjustments under a. through c. below provides contract guidance on price increases if circumstances change and you later agree to extend the contract. See page 73-1for extension guidance.

- a. First extension: _____
- b. Second extension: _____
- c. Additional extensions: _____
- d. Other applicable charges or fees:_____ (Often, costs, such as administrative costs of extensions, are returned to the Seller through a processing charge or fee.)

4. TERMINATION. The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach as determined by the Seller or at other times when deemed necessary by the Seller. The Seller may also terminate this Contract upon breach of any other similar timber sale contract entered into by the Purchaser with the State of Wisconsin or with a County Forest in the State, as determined by the Seller. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller.

The Purchaser's authority to go on the land and conduct operations is through the Contract. You want to assure that authority is relatively easily rescinded in the case of a breach.

5. PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.

- a. A performance bond in the Seller's favor in the amount of \$ _____, in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser no later than _____ to be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to submit the bond will be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.

Performance bonds assure that costs incurred due to breach can be deducted from them, rather than proceed to court, or otherwise, to recover them from the Purchaser. Performance bond should be received within 6 weeks of bid opening and before work is commenced. This clause allows the treatment of the performance bond as liquidated damages, rather than actual damages, if the Seller so chooses. Often, because of the complexity of determining value, such as losses in future management of the land and the timber resource, liquidated damages are appropriate.

- b. The Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond may be retained by the Seller until the Seller can determine damages caused by the lack of performance. **If damages exceed the amount of the performance bond, the Seller may retain any prepaid stumpage up to the amount of calculated damages, at the Seller's discretion. If damages exceed the amount of the performance bond, the Seller may bill and seek damages from the Purchaser, in equity or in law, for the amount of calculated damages in excess of the performance bond, at the Seller's discretion.** Only in the event the Purchaser provides written notice of sale completion to the Seller shall the Seller have sixty (60) days to determine that performance has been completed as required under this Contract.

The Seller wants to assure that the performance bond may be retained until such time the Seller can determine if performance was satisfactorily accomplished or until damages can be determined because of the failure to perform under the Contract. This determination of damages will usually require that the sale be re-established and sold before damages can be determined, so a great deal of time can pass. If a written notice of completion is filed with the Seller, by the Purchaser, the Seller has 60 days to determine if the performance was consistent with the Contract.

- c. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its Contract remedies for breach.

This clause is designed to put all on notice that the Seller's remedies are not just limited to routine contract damages or remedies. Other penalties or remedies may be pursued if the Seller so chooses.

- d. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for the timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.

These are agreed upon liquidated damages for damage or cutting not authorized under the Contract, if the Seller so chooses. Again, it is extremely difficult to quantify the value at any point in time for products damaged or cut contrary to the contract specifications.

- e. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.

Under the Uniform Commercial Code, and possibly other remedies, the Purchaser must be notified of the resale. This provision removes the need to notify the Seller.

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

Counties routinely seek these expenses. Although most disputes will be resolved informally and by use of the performance bond, costly court proceedings may be required to obtain damages owed the Seller because of the Purchaser's breach.

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

- g. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the Seller for a period not to exceed two (2) years from the date of determination of the breach.
6. REMOVAL WITHOUT PAYMENT. Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for Timber Theft, Theft, Criminal Damage to Property, or a violation of administrative rule or ordinance.

AS discussed earlier, this clause notifies a Purchaser that any wrongdoing may result in the Seller seeking remedies or penalties in addition to Contract remedies.

7. TITLE TO TIMBER. Title to timber cut under this Contract shall remain with the Seller until payment as required in this Contract is received by the Seller or written authorization to cut or remove the timber or forest products has been given by the Seller. The Seller shall bear the risk of loss or damage to the timber until payment to the Seller for the timber or authorization to cut or remove the Timber has been granted by the Seller, or damage is caused by the Purchaser or the Purchaser's agents or employees.

This clause provides that the risk of damage or loss to the timber doesn't pass to the Purchaser until it is paid for or written authorization to cut/remove the forest products has been given. Because of this retention of title, the Seller retains sole control over it and its disposition until payment is made or the written authorization is granted. This also assures that the timber cannot be removed from the property until paid for or written authorization is granted in the contract. For deferred payment sales, language included in the respective payment schedule would effectively transfer the title to timber to the Purchaser for wood decked on site.

8. PAYMENT; PAYMENT SCHEDULE (Attached).

Because of the reality of bankruptcies, and due to the value of timber, it is important that advance payment be received before the timber is removed.

- a. The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached to and made a part of this Contract. Payment shall be in the form acceptable to the Seller.

Various different payment provisions may be used, as reflected in the attached payment schedules used by WDNR.

- b. The volume of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

It is expected that any bidder will visit the sale site and independently determine bid values. This assures that a bidder should not rely on Seller's appraisal or volume estimates.

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

Cutting specifications should be included in this section and may also be addressed on the map and prospectus.

10. UTILIZATION SPECIFICATIONS:

- a. CORDWOOD:
- b. SAWLOGS:
- c. OTHER:

Specifications for utilization should be included in this section and may also be addressed on the map and prospectus (e.g. cordwood must be utilized to a least a 4" top diameter, logs with a small-end diameter of at least 11" shall be scaled as saw logs, etc).

- 11. WASTE. The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller and use all reasonable care not to damage trees not designated or marked for cutting. Young growth bent or held down by felled trees shall be promptly released.
- 12. STUMP HEIGHT; TOPS. The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Title to tops shall remain with the seller and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.
- 13. ZONE COMPLETION. The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller.

Especially on large sales, the use of zones and required completion of one zone before entering another results in better administration and protection of the land and timber resource.

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

Timber protection provisions can be tailored to your needs, but these provisions have been useful for WDNR's protection of its land and timber against forest fire damage.

- a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.

- b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)
- c. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
- d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
- f. Other:

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

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

WDNR's authority and responsibility is furthered by these provisions, but a Seller should consider how slash should be treated. In addition, slash must be addressed consistent with s. 26.12, Wis. Stats.

- a. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- b. Other:

17. **CLEANUP AND USE OF SALE AREA.**

- a. The Purchaser shall remove, to the satisfaction of the seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Seller's property upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.
- b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.
- c. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fuel and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser to the satisfaction of the Seller.

As with the other clean-up provisions, the Seller must protect itself from liability for hazardous Material Treatment and disposal, as well as resource protection.

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

Water resources protection demands BMP conditions in the Contract, and the more specific, the better. In the future, Certificates of BMP training by the Contractor may be required.

- a. When not otherwise designated by the Seller, the location and use of roads, recreational infrastructure, landings, mill sites and campsites on Seller's property is subject to advance approval and under the conditions established by the Seller. All restoration, cleanup or repair of roads, recreational infrastructure, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the satisfaction of the Seller, is the responsibility of the Purchaser.
- b. All logging debris accumulated at landing areas, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the Seller.
- c. Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller under par. d.
- d. Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction upon completion or termination of this Contract.
- e. Slash that has entered into designated trail right of ways, parking lots, woods roads, and other designated use areas shall be removed on a daily basis and scattered within the sale area to the satisfaction of the Seller.
- f. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.):
- g. Best Management Practice (BMP) requirements and other Guidelines:
 - (1) The Purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required.
 - (2) The Purchaser shall make every attempt to comply with Forestry BMPs for Invasive Species as described in "Wisconsin's Forestry Best Management Practices for Invasive Species" published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09 unless specifically provided otherwise below. In particular, the Purchaser agrees to work cooperatively with the administering forester and any subcontractors to address the considerations in BMPs 4.4, 4.5, 4.6, 5.1, 5.2, 5.3, 5.5 and 9.1. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://www.wisconsinforestry.org/initiatives/other/invasive-species-bmps/forestry-bmps>
 - (3) The purchase shall comply with all General Guidelines as described in "Wisconsin's Forestland Woody Biomass Harvesting Guidelines" published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://www.wisconsinforestry.org/initiatives/other/woody-biomass>
 - (4) Other:

19. SOIL DISTURBANCE AND RUTTING

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

Table 1. Thresholds for soil disturbances.

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

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

- c. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.
- d. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):
 - (1)
 - (2)

20. OTHER APPROVALS. Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

Access is often a controversial issue and a Seller should assure the Contractor works with and obtains all necessary approvals from units of government having jurisdiction over the highways.

- 21. SURVEY MONUMENTS. The Purchaser agrees to comply with s. 59.635, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.
- 22. INDEMNIFICATION. The Purchaser agrees to protect, indemnify and save harmless the Seller and the Seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller and the Seller's employees and agents in any cause of action or suit.

Although an indemnification commitment is only as good as the assets of the Purchaser, it absolutely should be included to assure the Purchaser defends the Seller in any legal action that may come out of the Purchaser's conduct under the Contract, or pay any damages or costs arising from the Purchaser's performance. (Of course, the Seller may always want to represent himself or herself also.)

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

Standard language to prevent the perception that the Contractor is an employee or agent of the Seller.

24. INSURANCE; NOTIFICATION.

It is imperative that an original certificate of insurance be obtained from the Purchaser naming the Seller as a certificate holder so the insurance carrier can notify the Seller should the insurance expire. Workers compensations insurance remains very costly (\$35 per \$100 of wages).

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats.
- b. Other insurance requirements:

The requirement of other types of insurance will be determined by the Seller and its risk management advisers.

- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

25. NONDISCRIMINATION. (State Contract requirement) In connection with performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; pay rates or other forms of compensation; and selection for training, including affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.

Normally only a state agency requirement

26. AFFIRMATIVE ACTION PLAN. (State Contract requirement) Contracts estimated to be **fifty** thousand dollars (\$50,000) or more require the submission of a written affirmative action plan. Purchasers with a work force of less than **fifty (50)** employees are exempted from this requirement.

Normally only a state agency requirement.

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

This disallows a contractor from transferring the Contract and its responsibilities to another without the Seller's written consent. It does not prohibit the contractor from relying on subcontractors to perform the work. Also allows Seller to prohibit a sub-contractor when there have been documented performance problems by a particular sub-contractor.

28. ENTIRE CONTRACT. This Contract shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and that no modifications of this Contract or waiver of its terms and conditions shall be effective unless made in writing and signed by the parties.

29. CONTRACTING PARTIES.

- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.
- b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.

30. INSPECTION. The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.

31. 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.

Again, the Contractor's access to the property is limited to activities consistent with and for performance of the Contract.

32. SCALING AND CONVERSION FACTORS.

- a. When peeled cordwood is measured, it is agreed that 12.5% will be added to handpeeled or stroke delimeter/processor peeled volume and 16% to ring debarked volume.
- b. The Scribner Decimal C Log Rule shall be used for scaling logs.
- c. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.

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

34. FOREST CERTIFICATION. The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council® (FSC®) as responsibly managed (license code FSC-C006979). Forest products from this sale may be claimed as FSC-100% under certificate SCS-FM/COC-00070N. This timber sale is also certified to the standards of the Sustainable Forestry Initiative® (SFI®) program under certificate NSF-1Y941-SF7. Forest products from this sale, including logs or chips of all species, may be delivered to mills as "FSC-100%" or "100% SFI certified" as long as the contractor hauling the forest products is chain-of-custody (CoC) certified or covered under a group CoC certificate from the destination mill. Any COC documentation with the product claim of "FSC-Pure" should be considered equivalent to "FSC-100%". The Purchaser is responsible for maintaining COC after leaving the sale area.

35. SAFETY.

- a. Utilities. The Purchaser is responsible to contact the digger's hotline, the controlling utility company, and/or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.
- b. OSHA Compliance, Danger trees. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

36. OTHER CONDITIONS: *(include if applicable)*

Here is your chance to include provisions in the Contract the Seller deems pertinent beyond the boilerplate.

- a. Release of Mill Records. The Purchaser agrees that mill slips or records respecting timber from the Seller's sale

Timber Sale Handbook

area, are to be released to the Seller upon Seller’s request, and that the Purchaser will execute any letter or form of the Purchaser to that effect upon Seller’s request.

- b. Annosum Root Rot Treatment. This sale requires the Purchaser to complete Annosum root rot preventive treatment 4/1-11/30. Treatment must be performed by a Certified Pesticide Applicator. Treatment involves chemically treating all fresh-cut stumps of pines of merchantable size by applying either Sproax (sodium tetraborate decahydrate) or CELLU-TREAT (disodium octaborate tetrahydrate). Treatment shall be made **as soon as possible and no later than one day after** harvest and a dye product shall be added to liquid solutions for inspection purposes. The cost of this application can vary based on application method and harvest conditions, but should be considered when submitting bids on these timber sales.

- a. - A clause suggested by various counties to track timber from the sale area and aid in accountability.
- b. - A new clause to be included if Annosum treatment is required on the sale.

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

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

Any other pertinent attachments – including sale prospectus if any performance requirements are included that do not appear on the timber sale map or within contract.

*****Be sure to include the appropriate Timber Sale Contract Payment Schedule and the deferred payment schedule information if deferred payment will be utilized on sale (examples on following pages).**

SELLER

Date _____

By _____

PURCHASER

Date _____

By _____

- Withhold personal identifiers collected on this form from disclosure on any list of 10 or more individuals that the DNR is requested to provide to another person. [s. 23.45(2) and (3), Wis. Stats.]

State of Wisconsin
Department of Natural Resources

TIMBER SALES CONTRACT
DEFERRED PAYMENT SCHEDULE
Form 2400-005F Rev. 10-15

(To be used as an addendum to the timber sale contract)

This attachment is a part of the timber sale contract and authorizes the purchaser to remove timber from the sale area in advance of payment.

A. Payment Schedule

Purchaser agrees to make stumpage payments, to be received at DNR (lock box in Milwaukee or DNR forester) within 30 days of billing, unless otherwise specified in the payment schedule.

Late interest penalty – Purchaser agrees to pay a late interest penalty of 1.5% for every 30 days on past due stumpage in excess of the 30 day period. (e.g. Payment on day 40 for a \$5,000 bill would be 10 days late. Late interest penalty would be calculated as follows: $5,000.00 \times .015 \times 10/30 \text{ days} = \25.00 and would be added to the balance due).

In addition, failure to pay within the 30 day period will result in the Purchaser having to prepay for the remainder of the sale. Two such payment breaches, even on separate state or national forest or state administered national forest sales, will also result in the Purchaser being required to prepay on State of Wisconsin or state administered national forest lands timber sales for a two-year duration. Failure to pay as scheduled will warrant suspension of harvest activities (including hauling) until payment is secured.

State of Wisconsin
Department of Natural Resources
P.O. Box 7921, Madison WI 53707-7921
dnr.wi.gov

**TIMBER SALES CONTRACT - SCALE SALE
PAYMENT SCHEDULE**

Form 2400-005A (R 4/05) Rev. 6-00

Contract Number

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

A. Payment Schedule

B. Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes
------------	---------	--------	-------------------	-------------------------------------

1. All sawlogs shall be separated from pulpwood when piled.
2. All pulpwood shall be piled for scaling.
Piles shall be level and square with at least _____ cords per pile. At least _____ cord equivalents shall be decked before scale is requested.
3. Logs shall be yarded for scaling. If logs are decked, the log length shall be marked on the small end with lumber crayon. Decks shall be no higher than six (6) feet.
4. All wood shall remain on the premises until scaled.
5. Other conditions (if none, write NONE):

State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921, Madison WI 53707-7921
 dnr.wi.gov

**TIMBER SALES CONTRACT - MILL SCALE SALE
 PAYMENT SCHEDULE**
 Form 2400-005B (R 4/05) Rev. 6-00

Contract Number

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

A. Payment Schedule

B.	Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes
1.	Ticket books shall be issued when the Contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the Contract.				
2.	Lock boxes shall be placed on the premises by the Seller.				
3.	The Purchaser shall provide the Seller with a list of all destinations of timber to be removed from the premises prior to hauling to the destination. Changes in timber destination shall be reported before hauling to the new destination.				
4.	The Purchaser agrees to request from the mill that the second portion of the haul permit be returned to the Seller by the mill unless other arrangements are made with the Seller. Further, the Purchaser shall notify the Seller if the mill refuses to provide the second portion of the haul permit to the Seller.				
5.	Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lock box.				
6.	Failure to deposit tickets in the lock box each time a load of cut timber leaves the sale area shall be considered a breach of Contract. Purchaser agrees to pay double the mill rate, as liquidated damages, for such removed timber.				
7.	Tickets are issued for the Contract specified on the cover of the ticket book and shall not be used for any other Contract.				
8.	When transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the ticket applicable to the load.				
9.	A list of all truckers that will be hauling timber from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.				
10.	The Seller may check scale and scale tickets at any time.				
11.	Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the timber is scaled and attached to a duplicate copy of the scale slip and then immediately returned to the Seller.				
12.	Rail Car Shipment to a Mill: The appropriate portion of the ticket shall be attached to the bill of lading for the car. At the mill, the ticket shall be attached to a copy of the scale slip, then immediately returned to the Seller.				
13.	Other conditions (if none, write NONE):				

State of Wisconsin
Department of Natural Resources
P.O. Box 7921, Madison WI 53707-7921
dnr.wi.gov

TIMBER SALES CONTRACT - SAWLOG SCALE
PAYMENT SCHEDULE
Form 2400-005C (R 4/05) Rev. 6-00

Contract Number

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

A. Payment Schedule

B. Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes
------------	---------	--------	-------------------	-------------------------------------

SAWLOG SCALE

1. All sawlogs shall be separated from pulpwood when piled.
2. All logs will be yarded for scaling. If logs are decked, the log length shall be marked on the small end with lumber crayon.

Decks may be no higher than 6 feet. At least _____MBF (thousand board feet) of sawlogs will be skidded and yarded, before scale is requested.
3. All logs shall be scaled prior to leaving the premises.
4. Other conditions (if none, write NONE):

PULPWOOD MILL SCALE

5. Ticket books shall be issued when the Contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the Contract.
6. Lock boxes shall be placed on the premises by the Seller.
7. The Purchaser shall provide the Seller with a list of all destinations of timber to be removed from the premises prior to hauling to the destination. Changes in timber destination shall be reported before hauling to the new destination.

Timber Sale Handbook

8. The Purchaser agrees to request from the mill that the second portion of the haul permit be returned to the Seller by the mill unless other arrangements are made with the Seller. Further, the Purchaser shall notify the Seller if the mill refuses to provide the second portion of the haul permit to the Seller.
9. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lock box.
10. Failure to deposit tickets in the lock box each time a load of cut timber leaves the sale area will be considered a breach of contract. The Purchaser agrees to pay double the mill rate, as liquidated damages, for such removed timber.
11. Tickets are issued for the Contract specified on the cover of the ticket book and may not be used for any other Contract.
12. When transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the ticket applicable to the load.
13. A list of all truckers that will be hauling wood from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
14. The Seller may check scale and scale tickets at any time.
15. Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the wood is scaled and attached to a duplicate copy of the scale slip. Both shall be returned to the Seller.
16. Rail Car Shipment to a Mill: The appropriate portion for the ticket shall be attached to the bill of lading for the car. At the mill, the ticket shall be attached to a copy of the scale slip, then immediately returned to the Seller.
17. Other conditions (if none, write NONE):

State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921, Madison WI 53707-7921
 dnr.wi.gov

TIMBER SALES CONTRACT - LUMP SUM SALE
PAYMENT SCHEDULE
 Form 2400-005D (R 10/15)

Contract Number: _____

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

A. Payment Schedule

Payment shall be made for each cutting unit, as identified on the Sale Area Map or within the Contract, in the amount specified below prior to removal of timber from that unit. A Sale Area shall typically include no more than 10 cutting units. The Purchaser may request that the cutting unit(s) be further subdivided; however, approval is at the sole discretion of the Seller.

- Unit A –
- Unit B –
- Unit C –
- Unit D –

B. Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes

1. Volume to be cut is estimated but not guaranteed. If the volume of timber exceeds the estimate, as a whole or by species, the Purchaser has the obligation to cut and remove it. If there is less timber than estimated, there is no obligation to the Seller to make up the deficiency. The timber designated or marked will not be changed to increase the cut to the estimate.
2. No portion of the stumpage payment will be returned to the Purchaser after award and signing of the Contract.
3. Forest products and stumpage remaining on the sale area at expiration of the Contract revert to ownership of the Seller or property owner.
4. Hauling on the same day from both this sale and a scaled timber sale located on land owned by the Seller or managed by the Forest Service, without authorization from the Seller, will be considered a breach and repudiation of this Contract by the Purchaser.
5. The volume of timber included under this contract includes all live and dead trees and portions thereof that meet the utilization specifications under par.10 and designated for harvest according to par.9 of the Contract. Additional timber may be designated for harvest, at the Seller's discretion, after signing of the Contract to account for road and landing construction needs, Purchaser's operational needs, or timber damaged by Purchaser in logging, as long as any such trees are marked and designated for removal by Seller before Purchaser has completed skidding operations in the sale area. Additional designated timber shall be scaled by the Seller based either on a standing volume estimate or a cut products measurement, and the Purchaser shall be invoiced for the additional scaled volume based on the Contract price per unit, or double mill value in the case of timber cut, removed or damaged without authorization under or in violation of this Contract.
6. Other conditions (if none, write NONE):

BID AND PERFORMANCE BONDS

County Bid and performance bond requirements should be applied consistent with the county's policies to provide coverage for the county (and consequently the towns and the state) against risk of loss.

State Bid Bonds

Bid bonds are not required. However, if the winning bidder fails to execute the contract and submit an acceptable performance bond, the bidder shall be required to forfeit to the department an amount equal to 10% of the total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid on any state timber sales for a two year period. Notify the County and Public Forest Specialist if a winning bidder fails to execute the contract and submit a performance bond.

State Types of Acceptable Funding Available for Performance Bonds

1. Cash
2. Personal check
3. Certified check/cashier check/bank money order
4. Irrevocable letter of credit
5. Assurance bond
6. Certificate of deposit
7. Assignment of savings account

State Performance Bonds

A minimum of \$1,000 or 15 percent of the total bid value of any timber sale, whichever is greater, shall be submitted as a performance bond within 6 weeks from the date of the bid opening. A higher percentage may be recommended at the discretion of the property manager. The bond will be held intact until the sale is complete according to contract and all stumpage paid. If the winning bidder fails to execute the contract and submit an acceptable performance bond, the bidder shall be required to forfeit to the department an amount equal to 10% of the total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid on any state timber sales for a two year period. Notify the County and Public Forest Specialist if a winning bidder fails to execute the contract and submit a performance bond. The bond required may be rounded to the nearest \$10. If an assurance bond, irrevocable letter of credit, assignment of savings account, or certificate of deposit is used as a performance bond, a copy of the performance bond documentation must be submitted to the Forest Tax Section for filing. Timber Sale Transaction/Remittance, Form [2460-3](#), should be used.

State Types of Acceptable Bonds

1. Cash Bond

Collection and remittance of cash bond should follow the instructions on page [81-2](#) and Manual Code [9341.1](#).

2. Personal Check Bond

Follow the instructions on page [81-2](#) and Manual Code [9341.1](#). This is the least desirable form of bond. Personal checks submitted as a performance bond shall clear the bank prior to commencing harvest and should be deposited by following normal remittance procedures.

3. Certified Check/Cashier Check/Bank Money Order Bond

Follow the instructions on page [81-2](#) and Manual Code [9341.1](#).

4. Irrevocable Letter of Credit

An irrevocable letter of credit (see page 64-4) may be used as a performance bond. It must be issued by a bank which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation (FDIC) or a credit union which is a member of the National Credit Union Association (NCUA). **The letter must be an original and NOT a copy.**

A letter of credit is similar to a cash deposit; the State of Wisconsin Department of Natural Resources may draw on the issuing bank up to the amount stated in the letter of credit. The property manager or superintendent is authorized to approve letters of credit. The letter of credit should be filed locally in the property manager's sale records.

Contents of an irrevocable letter of credit must include the following:

- a. Letter-of-Credit number.
- b. Timber sale identification – property name and sale or tract number.
- c. A clear statement that it is irrevocable.
- d. Name of the bank's customer; that is the principal.
- e. Amount of credit extended (maximum limit). This limit must equal or exceed the penal sum or penalty for which the letter of credit is pledged to secure.
- f. An authorization to draw sight drafts upon the bank in favor of the Wisconsin Department of Natural Resources.
- g. A clear statement that the letter-of-credit number appearing on a sight draft is sufficient identification for honoring it. The letter must specify only one identification number.
- h. Performance bond - An unqualified expiration date for presentation of drafts for payment which is equal to the term of the contract, plus a sufficient period of time to allow for possible extension(s) and for close-out of the contract after cutting is completed.

An amendment correcting a letter of credit, extending the credit limit and/or expiration date for presentation of a draft becomes a part of the original letter of credit.

A letter-of-credit is a contract between the Department and the issuing bank based on a third party agreement between the principal and the bank to which the Department is not a party. Some banks may not have a prescribed letter-of-credit form. In such instances, the bank may prepare a letter-of-credit on its letterhead.

Disposition of letters of credit will be as follows:

- a. A letter of credit which provides performance bonding shall be retained for the life of the contract, any extensions thereof, and during close-out of the contract after cutting is completed.
- b. A letter of credit will not be returned to an issuing bank if a draft has been drawn against it. It will be retained in the file. If a bank requests cancellation of such letter-of-credit, appropriate notice will be issued after collection of the draft amount. (See page 64-5.)
- c. A letter of credit against which no draft will be drawn requires a cancellation letter releasing the bank from obligation to the letter of credit. The original letter of credit and a copy of the release letter should be maintained in the sale closeout file. (See page 64-5.)
- d. If a letter of credit covers more than one contract, the cancellation letter must clearly specify which contract or contracts the release applies to.

SAMPLE

LETTER OF CREDIT

(Printed letterhead)

(Name of issuing bank)

(City and State)

(Date)

Irrevocable letter-of credit
number

Wisconsin Department of Natural Resources
(Beneficiary)

(Local address)

Gentlemen:

(Name of issuing and paying bank) has established an irrevocable letter of credit in your favor, at the request of and for the account of (Name of Principal), to the extent of (Written amount) , (\$ Numerical Amount), ^{1/} to secure the performance on (tract or Contract) number _____.

Said funds are available by presentation of your sight draft(s) which: (a) clearly specify the number of this credit, (b) are drawn in favor of secured tract or contract number cited above.

Drafts drawn in conformity with the conditions of this credit will be honored by us if presented at our bank on or before (Date)^{2/}.

Very truly yours,

(Name of bank with byline for signature of person authorized to sign and his title.)

Corporate Seal

Or

Notary Statement)

^{1/} Must equal or exceed the amount which the letter of credit is pledged to secure.

^{2/} Must exceed the term of the contract being bonded.

SAMPLE

CANCELLATION OF LETTER OF CREDIT

Department of Natural Resources

(Letterhead)

(Date and code)

(Name and location of issuing bank)

Gentlemen:

The Wisconsin Department of Natural Resources consents to cancellation of the following letter of credit effective to this date:

Number

Date of letter

Credit amount

For account of

Sincerely,

(Name and title of property manager or superintendent)

5. Assurance Bond

Assurance bond forms are provided by the bonding company. Bonds must be submitted prior to the contract signing.

6. Certificates of Deposit - Bond

Certificate of deposits must be made out jointly (between the Department and the bidder) and must be signed by the bidder prior to acceptance and the contract signing.

7. Assignment of Savings Account - Bond

An assignment of savings account may be used if it conforms with that indicated on the sample format on the following pages. Assignments of savings accounts are to be treated similarly to irrevocable letters of credit.

The financial institution involved must be a member of and insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation or the National Credit Union Administration.

Acceptances, Demands and Releases may be signed and acted upon by the property manager.

SAMPLE: Assignment of Savings Account Agreement

Assignment of Savings Account Agreement
Wisconsin Department of Natural Resources

1. (Name of Principal) (Hereinafter referred to as the Assignor) has entered into an agreement with the Wisconsin Department of Natural Resources (hereinafter referred to as the Department). The terms of this agreement are stated in Timber Sale Contract, Property _____, Contract Number _____. In order to fulfill the Department requirements for a Performance Bond, the Assignor does hereby assign, transfer, and set over to the Department all right, title, and interest in the Assignor's savings account number _____ (hereinafter referred to as Assigned Account) deposited in the (Name of financial institution) located at (Address of financial institution) (hereinafter referred to as Bank), which is a member of the (Federal Deposit Insurance Corporation) in the amount of (only amount of bond) dollars (\$_____).
2. The Department may at any time after giving written notice to the Assignor, demand payment from the Bank holding the assigned savings account for an amount not to exceed (amount of bond) dollars (\$_____).
3. Any penalty suffered which results from a demand for payment by the Department from the Bank shall be assessed against the Assignor.
4. The Assignor is not entitled to any earnings or interest on the cash proceeds after the Department has withdrawn such proceeds from the Assigned Account.
5. The passbook to the Assigned Account shall be held by the (Name of financial institution) located at (Address of financial institution).
6. The Assignor authorizes and directs the Bank to pay all or any part of the Assigned Account as instructed by the Department until the Bank receives the Release as described in paragraph 8 of this agreement. The Bank shall not be liable to inquire whether there has been performance or payment or notice given the Assignor or to see the application of monies paid on the instruction of the Department. The Bank may rely upon the instructions of the Department executed over the signature of the person, or a designee, appearing under Acceptance without need to verify the person's authority.
7. The Bank and Assignor agree that in the event the Bank closes or goes into receivership, any insurance proceeds received by the Bank shall be applied to cover the assignment first.
8. This assignment remains in effect until the date the Department representative signs the Release outlined in paragraph 13 and forwards the Release to the Assignor for signature.
9. Signed and dated at (City and state where signed) this ____ day of _____, 20 ____.

(Assignor's signature)
(Assignor's address)

Corporate Acknowledgment

10. I, (Name of corporate official), certify that I am the (Title of corporate official) of the (name of corporation), the corporation named as principal to this assignment, (Person who signed assignment) who signed this agreement on behalf of the principal was the (Title of person who signed agreement), that said agreement was duly signed in behalf of the corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Signature and title of person signing corporate acknowledgment)

Acceptance

Timber Sale Handbook

11. The (Name of financial institution), as witnessed by the signature of a duly authorized officer, recognized the assignment of the Assigned Account in the amount of _____ dollars (\$ _____) this _____ day of _____, 20____. Furthermore, the Bank agrees that this assignment has been established to protect the interests of the State of Wisconsin per the Timber Sale Contract, Property _____, Contract Number _____ and no right to offset the Assignor's debts against the Assigned Account will be recognized, nor will any attempt by the assignor to offset a claim against the State of Wisconsin or Department be recognized.

(Name of bank)
(Authorized signature)
(Address of bank)

Wisconsin Department of Natural Resources Acceptance

12. The Wisconsin Department of Natural Resources accepts the assignment of the Assigned Account in the amount of _____ dollars (\$ _____) this _____ day of _____, 20____.

Approved by: (Property manager)

Department's Release

13. The assignment of Assigned Account in the amount of _____ dollars (\$ _____) is released. The authorized signature shall witness the termination of the Department's interest in this assignment.

(Property manager)
(Date)

Assignor's Release

14. I, (Principal), Assignor in this agreement recognize by my signature the release of the assignment as carried out in paragraph 13 to this agreement.

Signed this _____ day of _____, 20____.

(Assignor's signature)

Corporate Acknowledgment for Release

15. I, (Name of corporate official), certify that I am the (Title of corporate official) of the (Name of corporation), the corporation named as principal to the assignment; the (Person signing the assignment) who signed this agreement on behalf of the principal was the (Title of person who signed agreement) of the corporation; that the assignment was fully signed on behalf of the corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature and title of person signing corporate acknowledgment for release)

STUMPAGE PAYMENT

State Timber will not be removed from any sale area until paid for, unless otherwise specifically authorized by the Department forester administering the sale.

Advance payment is required unless otherwise specifically authorized. When the payment is exhausted, hauling will be stopped until another advance payment is received.

Where the "ticket" method to report the volume of wood hauled is used, tickets will be purchased in advance of hauling unless otherwise specifically authorized. The price charged per ticket should be a weighted cordwood price and average load volume. Periodically, ledgers must be reconciled to accommodate for more or less than the actual value received and/or volume tallied.

Logging contractors not included on the Advance Payment-only Logging Contractor List (available electronically from the County Forest Specialist, Madison), shall be afforded the option of deferred payment. Under this option, payment shall be received at the payment lock box in Milwaukee or by the DNR forester within 30 days of billing. This option does not apply to lump sum sales, firewood or miscellaneous forest products.

Late payments – failure to pay within the 30-day period shall result in:

- The contractor being required to prepay for stumpage on the remainder of that sale.
- The payment breach being documented by forwarding the contractor's name to the County Forest Specialist, Madison. The contractor's name will be kept on file and any further payment breaches within the next 2 year period will result in the contractor being placed on an Advance Pay-Only List and having to advance pay on all state sales. A contractor will be removed from this list when they have exhibited compliance on State timber sales over a two year time frame. A contractor is deemed "compliant" if they have no more than one payment breach over a floating two year time frame.
- A 1.5% every 30 day late interest penalty being assessed on stumpage due. – e.g. payment on day 40 of a \$5000.00 bill would be 10 days late. Late interest would be \$25.00 calculated as follows: $\$5000.00 \times .015 \times 10/30 \text{ days} = \25.00 . The late interest fee would be added to the balance due in the sale ledger.
- Suspension of logging activity on that particular sale until advanced stumpage payment is secured.

*See 87-21 for sample notification letter and 87-22 for sample letter to be used when billing for late interest.

County County Forest may require advanced stumpage or elect to receive deferred payments, at their discretion.

Sales Tax on Stumpage

Collection of sales tax on sales of all items from DNR lands is covered in M.C. [9340.2](#). The following instructions expand on those general guidelines and provide specific information on timber sales.

State Firewood

Firewood sales for residential use are not taxable. This is in line with sales tax exemption status for all other residential fuels and no sales tax exemption certificate is required.

All Other Timber Sales and Forest Products Permit

Sales of standing timber are subject to sales tax unless the operator meets one of the following exceptions:

1. Sales for Resale (Includes most sales of stumpage)
Purchaser must apply to the Department of Revenue for exemption using the Wisconsin Resale Certificate Form and indicating "wholesale only" in the space for seller's permit number. However, no permit will be issued.

2. Sales to Manufacturers

Purchaser must furnish Manufacturer's Exemption Certificate.

Applicable state and county sales tax should be collected and remitted with payment for forest products unless exempt as indicated above.

State WORKER'S COMPENSATION INSURANCE COVERAGE

All timber sales require proof of worker's compensation. No activity may commence or continue on a timber sale unless the contractor provides and has in force worker's compensation insurance for all employees. All employees, even if arguably exempted from coverage under chapter 102, Wis. Stats., must be covered. Coverage must be evidenced by submission of an original Certificate of Insurance as provided by the insurance company, naming the Department as the certificate holder.

The forester should check with the insurance company on the expiration date of the Certificate to determine whether the coverage has been changed or renewed. Minimum coverage limits on worker's compensation policies are mandated by statute. If the coverage at any time cannot be confirmed, the sale should be stopped until a Certificate of Insurance is provided by the contractor.

Exceptions to this Coverage Requirement

1. Sole Proprietor - The forester should be reasonably certain that the contractor is a sole proprietor and will be working alone without the aid or assistance of another. A sole proprietor must conduct all phases of the operation including hauling. The forester shall contact and discuss the status of such a contractor with the Bureau of Legal Services prior to exempting them from coverage.

The Sole Proprietor must meet the chapter 102 definition of an "independent contractor" (the contractor must comply with all items listed):

- a. Maintains a separate business with his own office, equipment, materials and other facilities.
 - b. Holds or has applied for a federal employer identification number.
 - c. Operates under contract to perform specific services or work for specific amounts of money and under which the independent contractor controls the means of performing the service or work.
 - d. Incurs the main expenses related to the service or work that he performs under the contract.
 - e. Is responsible for the satisfactory completion of services or work that he contracts to perform and is liable for a failure to complete the service or work.
 - f. Receives compensation for service or work performed under a contract on a commission or per job or competitive bid basis and not on any other basis.
 - g. May realize a profit or suffer a loss under contracts to perform services or work.
 - h. Has continuing or recurring business liabilities or obligations.
 - i. Depends on the relationship of business receipt to expenditures for the success or failure of the business.
2. Forest Products Permits - Do not require proof of worker's compensation.

CHAPTER 70

SALE ADMINISTRATION - GENERAL/CONTRACTUAL

State POSTING OF TIMBER SALE AREAS

Timber sale contractors may request permission to post their sale areas to inform the public of logging activities. The following guides may be used in authorizing such posting to assure public use doesn't obstruct the timber operation.

1. Signs should be worded to inform the public but not exclude them.
2. Signs should be confined to the area designated for cutting in the timber sale contract, woods roads used in the operation and where they join main roads.
3. Aluminum nails must be used if signs are nailed to trees.
4. Signs may be posted not more than two weeks prior to initiation of active logging operations and shall be removed by the contractor upon termination of logging activities as a result of either completion or interim inactivity.

GATING OF TIMBER SALE ROADS

Timber sale contractors may be authorized to gate the entry road to their active timber sale to assure other uses don't obstruct the timber operation. When gating is authorized, it should be specified in the timber sale contract or as a written amendment to the contract.

Gating may be justified in areas where there is a problem of theft of cut products (particularly firewood). It could also reduce vandalism to the contractor's equipment.

Normally, the entry roads involved are dead end spurs leading to the timber sale area where cut products are piled. No gas tax or county forest aid are paid for these access roads. The public continues to have access to the area except by vehicle.

In most instances, the Department should provide the gating material. Gating should follow the [Barrier Marking Standards](#) in the Trail Specifications Handbook, 2540.5. When trees are used to attach a chain or cable, the upright reflective boards may be nailed to the trees.

To complete attachment of a cable or chain to a tree or post on each side of the spur, the Department should provide a standard Department lock and the contractor a second lock. This will provide access by both the Department and contractor with separate keys.

Inspection of gates should be a standard part of the periodic inspection of each active sale.

RECREATIONAL TRAILS

Recreational trails should be maintained in an operable condition at all times to minimize user conflicts consistent with s. [23.115](#), Wis. Stats., and Department procedures. This may include rerouting, signing, and/or daily inspection and clearing of trails.

State/Cnty SALE INSPECTION & CONTRACT ADMINISTRATION

Presale Inspection

It is recommended that, prior to starting a sale, a designated forester meet on site with the contractor to agree upon road layout, landing locations and other operational considerations. There should also be discussion to ensure there is a thorough understanding of the sale specifications. On County Forests, this will generally be a county forester unless delegated otherwise. A sample Timber Sale Contractor checklist ([Form 2460-009](#)) for the pre-sale meeting can be found in the Appendix A-23.

Scheduling Active Harvest Inspections

Personnel involved with timber sales on state or county properties will inspect active sales on a regular basis as operation of the sale dictates. County Forest timber sale inspection will normally be performed by the county forest staff. Where conditions warrant otherwise, the liaison forester and county forest administrator will jointly agree on who will make the inspections and schedule the inspections as the sales dictate. A DNR forester or technician will make a final inspection on all county sales to (1) record forest reconnaissance (recon) update information; and (2) to review outcome of silviculture recommendations for the sale.

Conduct of Inspection

The inspection will check for compliance with the contract. Documentation of the inspection is necessary for any legal action. The inspection will be documented on Form 2460-2 or similar County Form indicating date, what was inspected, any violations of contract, and any action taken. Any and all damages should be documented. Examples of such damages are as follows:

1. Loss of revenue - incomplete cut.
2. Growth loss.
3. Damage to residual.
4. Damage to other resources - water, soil, etc.
5. Cost of reselling uncut timber.
6. Cutting of unmarked trees or undesignated area.

State forest supervisors should inspect at least 10% of the sale acres established. The team supervisor should inspect at least 5% of the sales established on county and state land. These field inspections and office audits should evaluate (1) silvicultural prescriptions, (2) sale supervision, (3) administration, and (4) recordkeeping.

SEIZURE OF ILLEGALLY CUT PRODUCTS

All Department employees who will be administering or inspecting timber sales must be familiar with s. [26.05](#) (timber theft) and s. [26.06](#) (enforcement, seizure and sale of materials), Wis. Stats., to correctly do their job. Following is the procedure to use when an inspector finds illegally cut forest products on the sale being inspected.

The local district attorney or the Bureau of Legal Services should be contacted to discuss the proposed seizure to assure the seizure complies with the law.

If the inspector is not an employee authorized in s. [26.06\(1\)](#) to seize the products, an immediate contact should be made with an employee who is authorized. Once that person is on site, an attempt should be made to determine how much of the product is illegal and what the circumstances are concerning it.

The employee authorized in s. [26.06\(1\)](#) to seize the product should complete Form 4100-186, Seizure Notice, and attach it to the illegal product. There should be a minimum of one notice on each side of the pile of cut products. More can be added as deemed necessary by the officer. This form is not designed for prolonged exposure to rain or snow and should be checked on a regular basis until the product is disposed of. Replacements can be made as often as needed, but the date of the first notice should be used in all cases. If there is a need to replace a faded or worn notice, the original date should be entered along with a notation on the back of it that the notice WAS RENEWED with the replacement date. The original and any renewal forms should be removed and retained as a part of the officer's evidence case file until the issue is settled.

Any contractor involved should be contacted as soon as possible after the seizure and posting, advised of the action and the consequences of removal of the notice or product. A written record of all contacts should be prepared by all Department personnel involved in the incident. The property manager or sale administrator should be informed of the seizure as soon as possible. They should keep the inspector/seizing officer informed of any contacts, negotiations or arrangements regarding the product. If the seizure is made by a Bureau of Forestry employee, the team supervisor should be informed of the incident and all progress made toward a settlement.

State CIVIL LIABILITY FOR UNAUTHORIZED CUTTING, REMOVAL OR TRANSPORTION OF RAW FOREST PRODUCTS

In addition to the forfeitures or other penalties or costs assessed under s. [26.05](#), Wis. Stats., and if liquidated damages under a contract with the Department don't suffice, damages should be pursued under s. [26.09](#), Wis. Stats., on Department lands. Consult and follow s. [26.09](#), Wis. Stats. for guidance.

Secure the assistance of a credentialed Forester Ranger, Ranger or Warden to assist in the investigation. Notify supervisor and Bureau of Legal Services.

Inform adjacent landowner or any other party involved that an investigation is ongoing.

- ◆ Retain close contact with DA if controversy is apparent or expected.

Conduct investigation and if necessary, obtain a certified survey to determine ownership of land from which timber was cut and /or transported. Document all portions of investigations on Case Activity Report (Form # 4100-160).

Determine when forest products were cut, by whom, the volume cut, and where marketed.

- ◆ Conduct appraisal of timber harvested.
 - Compare to adjacent stands, compartment recon and comparable sales.
 - Use LSFES, USFS Technical Note #507, 1957 *Diameter at breast height and stumpage diameter relationship* to help determine quantity of timber from stumps.
 - Determine stumpage value.
s. [26.09](#), Wis. Stats. defines stumpage value as those rates established by rule under s. [77.91\(1\)](#) OR the fair market value less the cost of harvesting, whichever is greater. This requires the forester to determine the stumpage rate, the fair market value, and the cost of harvesting
 - Stumpage values shall be derived from NR [46.30](#), Wis. Adm. Code.
 - Fair market value (FMV) shall be determined using the mill value where the forest products were hauled. If forest products have not been hauled, or, if mill is unknown, use comparable sale information and values from local mills.
 - Cost of harvesting includes the costs of cutting, removing or transporting the forest products. Costs shall be determined using local rates for similar equipment and labor, in similar terrain, and a comparable distance from the mill.

Determine whether "reasonable precautions" were taken per s. [26.09\(5\)](#), Wis. Stats. Consult with Bureau of Legal Services.

*The DA is not involved in a civil damage claim however it would be appropriate to inform the DA if a theft case is also being pursued.

Timber Sale Handbook

Determine “reasonable costs” under s. [26.09\(3\)\(d\)](#), Wis. Stats. DNR will customarily apply:

- 1) Determination of trespass & appraisal - DNR Staff time (see Individual Forest Fire Report Handbook, [4305.1](#) for wage rates) and expenses.
- 2) Line establishment – Costs associated with either a survey or an agreed upon harvest line established by parties.
- 3) Reforestation (if necessary) - charge for staff time & expenses, any contracting work (site prep, planting) and state nursery stock.
- 4) Repair of damages or “Cleanup”– Costs (staff time, equipment rental, expenses) associated with any DNR or contracted repair of damages resulting from timber theft.

Disputes of fact may arise from the Department’s analysis of whether a person:

- ◆ “*reasonably* relied on a recorded survey ...”; or
- ◆ took “reasonable precautions” in identifying harvesting boundaries;
Questions may arise from the Department’s calculation of “reasonable and necessary costs”. In such cases, settlement discussions may be worthwhile. Results of any such discussions shall be run through immediate supervisor and Bureau of Legal Services for approval.

Process Timber Sale Cutting Notice, Form [2460-001](#). Indicate circumstances under comment section. Remit resulting funds on timber sale transaction (Form [2460-003](#)) per Timber Sale Handbook.

Note: The Department cannot recover damages under *both* s. [26.09\(3\)\(b\) or \(c\)](#) and s. [26.06\(3\)](#), Wis. Stats. – which allows damages for twice the value of severed forest products. Additionally, the Department cannot recover damages under *both* s. [26.09\(3\)\(d\)3.](#) and s. [26.05\(3\)\(c\)](#), Wis. Stats. [Both sections provide for recovery of costs of determining the value or the volume of harvested timber.] Discuss with Bureau of Legal Services what alternative may best serve the Department on a case-by-case analysis.

State CONTRACT AMENDMENT

This procedure should be used to amend timber sale contracts on Department owned land. Both the Timber Sale Contract Amendment Approval, Form 2460-7, and the Timber Sale Contract Amendment, Form 2400-5E, should be routed together. The property code and tract number, along with the contract number, should be indicated on each form. Once approval is obtained on the Timber Sale Contract Amendment Approval, it will be returned to the forester. At this time the forester should obtain the signature of the contractor. The amendment, Form 2400-5E, should be included in the timber sale file and if the amendment alters the contract or bond expiration dates, a copy should also be routed for data entry in WisFIRS. A copy should also be routed to the Forestry Financial Specialist in Madison if the amendment alters any of the sold value(s) per unit.

Amendments should not be approved unless they are to the benefit of the state or in recognition of extraordinary circumstances. The Bureau of Legal Services is available to render assistance or answer questions.

Factors which may be considered that might help inform decisions on potential contract amendments include; a contractor shifting operations to work on salvage harvest operations, bad weather (e.g. excess snow, excessively wet, etc.), lack of sufficient frost to harvest or access the sale area, identification of additional or removal of existing portions of harvest areas, need for salvage in stands adjacent to sale area, actual harvest volumes significantly exceeding estimated volumes, endangered resource considerations, contractor efforts to date, unforeseen significant changes to sale access, unexpected damage resulting in a reduction in value of stumpage, seasonality of harvest, forest health concerns (e.g. new oak wilt or emerald ash borer infestation identified), and other substantial changes in stand, property and landscape level conditions. Some of these factors may impact whether or not an extension is warranted, whether volume should be added or removed from the sale area, and whether stumpage prices should be adjusted.

Extensions

Extensions should not extend a sale beyond a total duration of four years. Do not consider a contract extension as a contractor right. Use it with care. Except in justified circumstances, all extensions shall be six months in length. Winter-only sales can be up to a year. The timber sale contract should specify the length and price increase of any potential extensions.

Price Increase

The first extension may be made without stumpage price increase. The initial stumpage price increase will be 5% over bid value and any subsequent extensions will include an additional 10% increase per extension. Increases are to be based on the contract stumpage value schedule. For example, first increase = 1.05 x bid value, second increase = 1.10 x first increase value. This is a cumulative price increase. For lump sum sales, total bid value will be used to calculate extension penalties. For example, first increase = 1.05 x total bid value, second increase = 1.10 x first increase value. The timber sale contract should specify the length and price increase of any potential extensions.

Under some circumstances the contract completion date may be delayed without an increase in stumpage prices. However, the delay must be in the interest of the Department, or of benefit to the resource. An example would be if the purchaser agreed to shift his logging operations to another sale involving salvage of fire or wind damaged timber. The person proposing such an amendment should verify that the purchaser does actually shift operations to a damaged area.

Extensions must not be treated lightly. Make sure all provisions and details are spelled out. A breach of an extension is a breach of the contract and must be handled in the manner designated in [Chapter 74](#). A sample of the wording to be used on Form 2400-5E for a contract extension is as follows:

"This contract is extended by and between the Department and Purchaser, pursuant to Condition 3, to apply in full force and subject to the same conditions until _____, which shall constitute a _____ month extension."

"Purchaser agrees to pay stumpage prices increased __% in accordance with Condition 2."

A statement of justification should be included on the contract extension/amendment proposal.

Volume/Value Modification

The contract volume and value may be modified if fire or wind should damage timber before it is removed from the premises. Fire or wind damaged timber on the sale area or on adjacent areas may be added to the sale volume and value regardless of the value involved.

Volume other than that damaged by fire or wind may be added through negotiation either from the sale area or from adjacent area if the appraised value is less than \$3000, the legal limit requiring advertising.

Amendment Procedure

- | | | |
|---|----|---|
| Forester | 1. | Prepares original and file copies of Forms 2400-5E and 2460-7. Forwards originals to designated supervisor and property superintendent/manager. |
| Designated Supervisor & Property Superintendent | 2. | Reviews, approves or disapproves. Returns to forester. |
| Forester | 3. | Files approved Form 2460-7. Obtains contractor signature on Form 2400-5E and provides him with a copy. Files original of both forms in sale file. Completes WisFIRS data entry or sends copy to data entry. |
| Data Entry or Forester | 4. | Enters data into WisFIRS. Maintains original of both forms in sale file. |

Contract Amendment Form Examples

See the next two pages for examples of both the Timber Sale Contract Amendment (Form 2400-5E) and the Timber Sale Contract Amendment Approval (Form 2460- 7)

CONTRACT AMENDMENT FORM EXAMPLES:

State of Wisconsin
Department of Natural Resources
P.O. Box 7921, Madison WI 53707-7921
dnr.wi.gov

Timber Sale Contract Amendment
Form 2400-005E (R 4/05)

Name of Property
Northern Highland American Legion State Forest

Contract Number
4475 - 526-A

Original Date
1-1-2011

This Contract amendment is made by and between the State of Wisconsin Department of Natural Resources (Department) and *Whack and Stack Logging, Inc.* of, *N12345 County Rd G, Prentice*, State of Wisconsin.

This Contract is hereby amended as follows:

*This contract is extended by and between the Department and Purchaser, pursuant to Condition 2, to apply in force and subject to the same conditions until **June 30, 2013**, which shall constitute a six month extension.*

*Purchaser agrees to pay stumpage prices increased by **5%** in accordance with Condition 2.*

All other terms and conditions of this Contract, not hereby amended, shall remain in full force and effect.

State of Wisconsin
Department of Natural Resources
For the Secretary

By

Property Superintendent or Property Manager

Date Signed

Purchaser

Date Signed

Save... Print... Clear Data

State of Wisconsin
 Department of Natural Resources
 PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

TIMBER SALE CONTRACT AMENDMENT APPROVAL
 Form 2460-007 (R 09/13)

Property	Code	Tract Number	Sale Number
Northern Highland American Legion State Forest	4475	7-10	4475 - 526-A

Contractor
 Whack and Stack Logging, Inc., N12345 County Hwy G, Prentice, WI 54556

ORIGINAL CONTRACT

Date 01/01/2011 Length 2 years Total Value \$ 76,760.00

SALE AREA CONDITION

Percent Completed 60 % Balance Resalable? Yes

PROPOSED CONTRACT VOLUME/VALUE MODIFICATION

PROPOSED CONTRACT EXTENSION

Previous Extensions:

Number 0 Percent Completed Last Extension 00 %

Proposed Extension:

Length 6 months From 01/01/2013 To 06/30/2013 Total Contract Length 30 months

Percent Increase This Extension 05 % Total Percent Increase 05 %

JUSTIFICATION FOR CONTRACT AMENDMENT

Contractor was unable to complete entire harvest during original contract period, but is still committed to completing the harvest.

Leave Blank – DNR Use Only	
Proposed - Forester	Date
Approved - Forestry Team Leader/Supervisor	Date

State BREACH OF CONTRACT & TERMINATION OF CONTRACT:

If the purchaser fails or refuses to carry out terms of a timber sale contract or is found to be in breach of contract, the forester responsible for administration of the sale should proceed as follows:

1. a. Contractor Contact. In the event a forester has observed a contract breach or becomes concerned whether the purchaser can or intends to perform (e.g. not enough time left) the forester should make contact with the contractor. Discuss the contract violations and potential remedies. Explain the claims that may be made by the Department, including retention of the performance bond for damages (see number 4 below for cost determination), to rectify any contract breaches. This should be documented in the form of a written letter to the contractor, see coordination section below.
- b. Coordination. Demand in writing adequate assurance of contract performance stating the reasons for concern, and if applicable, lay out acceptable options to rectify contract breaches. Include all applicable potential consequences (see below) associated with the contract breach and possible contract termination, based on the specific circumstances and consistent with the actual contract language. Until the Department receives such assurance, it may suspend harvesting and hauling operations. A reasonable time for response, up to 30 days, must be given for a response. If the reasonable time after receipt of the justified demand passes without such assurance provided, it will be considered a "repudiation" of the contract. After repudiation, the contractor may retract it by proper action if accomplished before the Department acts on the breach, i.e., resale (ss. [402.609 to 402.611](#), Wis. Stats.).

Potential ramifications of a contract breach:

- i) Suspension of harvesting and hauling until the Department receives assurance of contract performance.
- ii) Suspension of harvesting and hauling under any other similar timber sale contract entered into by the Purchaser with the State of Wisconsin, following a contract breach by the Purchaser for failure to make payments as scheduled on this Contract, until such time as the outstanding overdue amounts and interest due are paid in full (one or multiple late payment breaches).
- iii) Pre-payment required for the remainder of the sale (one late payment breach).
- iv) Pre-payment required for all state timber sales for a two year period (multiple late payment breaches).
- v) Contract termination (breach specific – determined in consultation with Bureau of Legal Services (BLS)).
- vi) Termination of other similar timber sale contracts (breach specific – determined in consultation with BLS).
- vii) Contractor considered an ineligible bidder for additional timber sales on the subject property until such time as any outstanding overdue (delinquent) stumpage amounts due and interest due are paid in full (one or multiple late payment breaches).
- viii) Contractor considered an ineligible bidder for a two year period (breach specific – determined in consultation with BLS).
- ix) Charge for or retention of performance bond for double the mill value for products cut, removed or damaged without authorization or in violation of the contract, as liquidated damages.
- x) Charge for or retention of performance bond for calculated actual damages, including unpaid stumpage, bid value of timber not removed, cleanup, restoration & completion costs, resale costs, and court costs.
- xi) Charge for any calculated actual damages which exceed the amount of the performance bond, including unpaid stumpage, bid value of timber not removed, cleanup, restoration & completion costs, resale costs, and court costs.
- xii) Retention of prepaid stumpage on all lump sum sales and for actual damages on scaled sales.
- xiii) Referral to the Department of Revenue or Department of Justice for prosecution and collection of any unpaid amounts owed (*only after contract termination*, determined in consultation with Bureau of Legal Services).
- xiv) Any legal remedies for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property.

When termination of a contract is being considered notify your supervisor as soon as possible. The County & Public Forest Specialist or local credentialed Forester Ranger may be contacted for additional guidance.

2. If the recommendation is to terminate the contract:
 - a. Prior to requesting approval from central office, the forester should request a recommendation to terminate the contract from the Area Forestry Leader. Obtain written approval from the County & Public Forest Specialist, who shall consult with the Public & Private Forestry Section Chief and the Bureau of Legal Services and make a final decision regarding contract termination. A request for termination approval should be accompanied by copies of written records, such as unsatisfactory performance notification of contract violations, or written statements by contractor that he does not choose to complete the contract.
 - b. Notify contractor, preferably by certified mail, with a return receipt requested, indicating the specific contract provisions that were violated and outlining the claims for damages that will be made, including use of the performance bond. Also include additional consequences of sale termination that will apply (see above). Require in writing that the contractor remove all personal property within a reasonable amount of time, within five days of notice is suggested, and that any timber products not already *paid* for may not be hauled.
3. Re-sell remaining timber if salable. This should be completed as soon as practical and at least 2 attempts should typically be made to resell uncut timber. Time is of the essence in order to return any remaining performance bond to the contractor. ***Make certain that any letter of credit or assurance bond does not expire prior to recovering damages.*** A contractor should be allowed to replace a non-cash performance bond with a cash bond if requested. For any timber to be resold, the new timber sale should be as similar as possible to the timber that was left un-harvested, for the purpose of establishing the difference in value, and typically should not be sold in a way that may further reduce its value. The timber to be resold should be established as a new timber sale, with a new tract and sale number assigned and a new Timber Sale Notice and Cutting Report Form 2460-001 completed. In order to enter stand data in the recon section of the WisFIRS timber sale section for the newly established timber sale, the status of the sale being terminated should first be changed to Incomplete (I). The Incomplete (I) status should only be used temporarily and should be changed to Complete (C) as soon as the sale has been closed out, per step 6 below, reflecting the acres and volumes actually harvested.
4. Calculate actual damages. Itemize costs in a document that shall remain in the sale file. Damages may include, but are not limited to:
 - a. Any unpaid stumpage owed under the contract.
 - b. The Purchaser's bid value of timber not cut and removed under the contract.
 - c. Double the mill value for timber cut, removed or damaged without authorization under or in violation of the contract.
 - d. All costs of sale area cleanup, restoration, and completion of performance not completed by the purchaser.
 - e. All costs of resale of timber not cut and removed as required under the contract. Itemize individual costs incurred, including:
 - i. Time & Mileage - hours and miles required to re-establish, cruise and sell the new sale multiplied by the hourly rates utilized for billing forest fire suppression costs, which can be found in [Chapter 50](#) of the Individual Forest Fire Report Handbook, and mileage fleet rates based on the vehicles utilized.
 - ii. Materials (paint, flagging, etc.)
 - iii. Advertising costs
 - f. Actual and reasonable expenses, including attorneys and expert witness fees, incurred if damages for breach of the contract are sought through court proceedings and the department prevails.

If the sale is resold for less than the original amount or cannot be sold, administrative costs plus the difference in stumpage value should be retained from the performance bond in addition to the cost of sale area cleanup, restoration, and completion. If the sale is resold for more than the original amount, only administrative costs and the cost of any sale area cleanup and restoration should be retained.

5. Charge for actual damages. If the performance bond held is in a form other than cash, the contractor should be billed for the calculated damages. If the contractor fails or refuses to pay the invoice for damages, then damages should be drawn from the performance bond (ILOC, assurance bond, savings account, CD). Provide copies of materials that substantiate the damages claimed. If a demand is made on an assurance bond or letter of credit, a copy should be sent to Forestry Financial Specialist for filing. If the performance bond is in the form of cash, retain any damages from the performance bond.

6. Close-out the sale with a Timber Sale Close-out Transaction, Form [2460-004](#). On an attached sheet, **include** itemized **actual damages calculated as described above**. The Department should determine if the contract was adequately performed within 60 days from notice of completion or the termination date. If the contract was not adequately performed, damages must be determined before any money is to be refunded. **Make certain that any letter of credit or assurance bond does not expire prior to recovering damages.**
 - a. If performance bond was in cash, subtract damages from performance bond and request refund of balance if performance bond exceeded damages.
 - b. If performance bond held is in a form other than cash, the contractor should have been billed for the calculated damages and that amount should subsequently be remitted.
 - c. If performance bond held is in a form other than cash, and the contractor has been billed but fails or refuses to pay the invoice for damages, then damages should be drawn from the performance bond (ILOC, assurance bond, savings account, CD) and that amount should subsequently be remitted.
 - d. If damages **exceed** the amount of the performance bond, refer to Bureau of Legal Services.

Although the contract provides for liquidated damages (flat fee), the Department will routinely pursue actual damages as provided in 4 above if they can be easily determined.

Examples of contract breach and termination letters can be found in the [Public Lands Toolkit](#).

BANKRUPTCY OF TIMBER SALE CONTRACTOR

Rumors of possible bankruptcy of a timber sale contractor should be investigated. Reasonable effort should be made to establish the facts. If necessary, the contractor should be contacted.

The following procedure should be followed if the Department becomes aware of a bankruptcy or the Department has received formal notice.

- Property Superintendent
1. Stops all sale activities by notifying the Contractor verbally and confirming it in writing.
 2. Notifies the Forest Tax Section and Bureau of Legal Services, Madison; include the following:
 - a. Name and address of the contractor.
 - b. State property and timber sale number involved.
 - c. Financial status of the sale by sending copy of the ledger.
 - d. Method of performance bonding; cash, assurance bonding, or irrevocable letter of credit.
 - e. Name and address of contractor, trustee, and contractor's lawyer.

After timber sale operations have been stopped, reasonable effort should be made to prevent unauthorized removal of forest products from state property. Only with the consent of the court appointed trustee and Bureau of Legal Services should products be removed.

If the contractor has equipment or other property on state land, the property superintendent should contact the court appointed trustee. The trustee should be requested both verbally and in writing to arrange for prompt removal of the equipment or other property from state land.

Final disposition of the timber sale will be determined by the trustee and Bureau of Legal Services.

State DEATH OF TIMBER SALE CONTRACTOR

If a timber sale contractor dies before a sale is completed, the contract may be 1) terminated, or 2) continued in the same name of the estate by the personal representative unless the deceased contractor had possessed a particular skill or expertise which would be lost at his death and which cannot be replaced by the personal representative. If the contractor dies having made no valid will (intestate), a personal representative may be appointed by the court depending upon the circumstances. If it is desired to continue the sale and the personal representative has not been named, the proper probate court must be petitioned immediately for appointment of a special administrator.

The following procedures will be followed upon death of a timber sale contractor.

- Forester
1. Stops sale operations.
 2. Obtains name of estate personal representative.
 3. Notifies Forest Tax Section, Madison
 - a. That contractor has died,
 - b. The sale number involved,
 - c. Financial status of sale by sending copy of ledger, and
 - d. Name and address of estate personal representative.
 4. Notifies personal representative of the estate of contract and its status:
 - a. Sends copy of contract.
 - b. States financial status of sale.
 - c. Indicates type of performance bond: cash or assurance bonding.
 - d. Requests decision in writing on disposition of sale.
 - e. Requests name and address of person to be responsible if sale is to be completed.
 - f. Outlines procedures to be followed if sale is to be terminated.

IF SALE IS TO BE TERMINATED

5. Cruises uncut timber.
6. Bills estate for uncut timber if unsalable using Timber Sale Transaction/Remittance, Form [2460-3](#).
7. Bills estate for cost of reestablishing sale and for reduced value of uncut timber if salable using Form 2460-3.
8. Refunds cash performance bond to estate upon receipt of all payments due using Form [2460-4](#) (Timber Sale Close-Out Transaction).

IF SALE IS TO BE CONTINUED

9. Meets with personal representative of estate and/or person who is to be responsible for completion of sale:
 - a. Reviews timber sale contract.
 - b. Conducts tour of sale area.
 - c. Reviews use of performance bond and checks coverage. If an assurance bond is involved, a new bond may be needed to cover the estate.
10. Permits sale to resume operations.

CHAPTER 80

SALE ADMINISTRATION – TRANSACTION/REMITTANCE/CLOSEOUT

State TRANSACTION/REMITTANCE

The timber Sale Transaction/Remittance, Form [2460-003](#), is designed for use as a receipt, scale summary, remittance, invoice or a combination of these timber sale transactions for all forest products that are not taxable. These include stumpage and cut products for all products, including remittance of payments for forest products permits. If the forest products sold are taxable, use General Remittance Sheet, Form [9300-029A](#), with a copy to the Bureau of Finance, Madison. **Form 2460-003 is only available electronically and is a fillable and savable five page expandable document.**

Examples are:

1. Receipt to contractor for: Cash performance bond. Payment for forest products.
2. Summary of scaled or counted forest products and calculations of volume and value.
3. Transaction corrections.
4. Remittance of funds.

To the extent possible and practical, centralized stations will be utilized so as to minimize auditing problems. However, familiarity of personnel at a station with state timber sale procedures and convenience of location will also be considered.

Scale Transaction

Form 2460-003 **is expandable and provides space to summarize as many scales as needed; the form will expand to more than five pages if more than eight scales are included.**

Invoicing should be completed as soon as practical after scaling or receiving mill receipts. The frequency of invoicing may depend on production rates, frequency of hauling and timeliness of receipts being returned from the mill. Due to highly variable production rates it may not be practical to invoice on a set schedule.

Transaction Remittance

Collection and remittance of timber sale money should follow Manual Code [9341.1](#). For example, transactions should be processed at least once each week and all monies handled and processed according to this manual code. Pursuant to this code, if receipts total \$10,000.00 or more, proceeds should be deposited that day and remitted immediately.

Each remittance should be made for a single sale only. Several remittances (for multiple sales or multiple scale summaries) may be mailed together and accompanied by a single payment. (Exception – multiple forest products permits can be combined and reported on a single remittance.

The total amount remitted must equal the sum of amounts entered as: a) Cash Bond and b) Stumpage Payment.

Timber Sale Handbook

Individual Sale Transactions Involving Remittance of Money (NOT TO BE USED FOR DEFERRED PAYMENTS)

Certified Check or Money Order Performance Bond

Cash Performance Bond

Advance Stumpage Payment (NOT TO BE USED FOR DEFERRED STUMPAGE PAYMENTS – See bottom of page)

- Preparer
1. Prepares Timber Sale Transaction/Remittance, Form [2460-003](#). (See guidelines on page 82-1.)
 2. Routes **Contractor page(s)** to contractor as a receipt.
 3. Routes remittance along with **Finance, Forest Tax and Finance/Remitter pages** to **Timber Sale lockbox in Milwaukee** at:
State of Wisconsin DNR
Timber Sales
PO Box 93885
Milwaukee, WI 53293-0885
 4. Files **Preparer page(s)** in remittance or timber sale file.
- Timber Sale Lockbox**
5. Deposits remittance in proper account and routes **Finance, Forest Tax and Finance/Remitter pages** to Bureau of Finance.
- Bureau of Finance
6. Enters data and routes **Forest Tax and Finance/Remitter pages** to Forestry Financial Specialist – Madison FR/4. Maintains **Finance page** for file.
- Forestry Financial Specialist
7. Validates **Forest Tax and Finance/Remitter pages**.
 8. Retains ply **Forest Tax page(s)** for data entry and filing.
 9. Routes **Finance/Remitter page(s)** to remitter (Preparer).
- Preparer
10. Files **Finance/Remitter page(s)** in sale file.
 11. Disposes of **Preparer page(s)**.

Individual Sale Transaction – Remittance of Money (USE FOR DEFERRED STUMPAGE PAYMENTS)

Deferred Stumpage Payments – Only

- Preparer
1. Prepares Timber Sale Transaction/Remittance, Form 2460-003. (See guidelines on Page 82-1). Make sure to enter in accounting codes on Finance page.
 2. Routes **Finance/Remitter page(s)** to Bureau of Finance in Madison at:
Wisconsin Department of Natural Resources
Bureau of Finance – FN/2
PO Box 7921
Madison, WI 53707-7921
- Retains **Preparer page(s)** in sale file. This shall be done at the same time Contractor copy is mailed to contractor (step 3), not after payment is received.

Timber Sale Handbook

3a. Routes *Contractor* page(s) to contractor with cover letter.

Contractor keeps *Contractor* page(s) as record and submits payment directly to Forester. Forester routes remittance along with *Finance* and *Forest Tax* pages to *Accounts Receivable* lockbox in Milwaukee at:

Wisconsin Department of Natural Resources
Bureau of Finance
PO Box 78816
Milwaukee, WI 53278-0816

OR

3b. Routes *Contractor* page(s) and *Finance* and *Forest Tax* pages to contractor with cover letter.

Contractor keeps *Contractor* page(s) as record, enters amount paid on *Finance* and *Forest Tax* pages, and submits *Finance* and *Forest Tax* pages with payment directly to *Accounts Receivable* lockbox in Milwaukee at:

Wisconsin Department of Natural Resources
Bureau of Finance
PO Box 78816
Milwaukee, WI 53278-0816

4. Files *Preparer* page(s) in sale file.

Accounts Receivable Lockbox

5. Deposits remittance in proper account and routes *Finance* and *Forest Tax* pages to Bureau of Finance.

Bureau of Finance

6. Enters data and routes *Forest Tax* and *Finance/Remitter* pages to Forestry Financial Specialist – Madison FR/4. Maintains *Finance* page(s) for file.

Forestry Financial Specialist

7. Validates *Forest Tax* and *Finance/Remitter* pages.

8. Retains *Forest Tax* page(s) for data entry and filing.

9. Routes *Finance/Remitter* page(s) to remitter (Preparer).

Preparer

10. Enters stumpage payment in timber sale ledger.

11. Files *Finance/Remitter* page(s) in sale file.

12. Disposes of *Preparer* page(s).

Individual Sale Transactions - No Remittance of Money

Certificate of Deposit
Assurance Bond
Irrevocable Letter of Credit
Scale Summary
Scale Volume/Value Correction

Preparer

1. Prepares Timber Sale Transaction/Remittance, Form [2460-003](#). (See guidelines on page 82-1.)
2. Routes **Contractor page** to contractor as record.
3. Disposes of **Finance** and **Preparer** pages.
3. Sends **Forest Tax page** to Forestry Financial Specialist in Madison at:
Wisconsin Department of Natural Resources
Forestry Financial Specialist – FR/4
PO Box 7921
Madison, WI 53707-7921
5. Files **Finance/Remitter page** in sale file.

Individual Sale Transaction – Bond Disposition

Bonds are initially submitted using Timber Sale Transaction/Remittance, Form [2460-003](#). Subsequent transactions dealing with the disposition of the bond must be submitted using Timber Sale Close-Out Transaction, Form [2460-004](#) (see page 84-1).

State TRANSACTION/REMITTANCE (Form 2460-003) GUIDE

Form 2460-003 is only available electronically and is a fillable and savable five page expandable pdf document.

The first time the form is completed for a particular sale, all requisite fields (shaded in gray) on pages 1 and 2 will need to be filled in. For subsequent transactions on that particular sale, a previously saved completed version of the form can be opened electronically and the new scale or payment information entered as needed. Then the newly revised form should be saved with a new file name. This approach can allow a user to avoid having to re-enter all of the property, contractor, budget code, species and product information each time you complete a transaction/remittance.

CONTRACTOR COPY (PAGE 1)

Transaction Number

Transactions should be numbered consecutively for each sale. Transactions include such timber sale activities as receipts of cash performance bonds and stumpage payments, scale summaries, transaction corrections, remittance of monies for cash performance bonds and from the sale of forest products, and close-out transactions.

The last transaction for all sales will be the Timber Sale Close-Out Transaction, Form 2460-004; see page 84-1.

Sales Tax Exempt

Check "YES" if:

1. The product is fuelwood for residential use.
2. Purchased for resale. Purchaser has applied to the Department of Revenue for exemption. Copy of application is on file at station from which the sale is administered.
3. Sale to manufacturer, and the purchaser has furnished a copy of his Manufacturer's Exemption Certificate and a copy is on file at station from which the sale is administered.

If purchase is not exempt from Wisconsin Sales Tax, use General Remittance Sheet, Form 9300-029A.

Species – Select from drop-down menu (e.g. J. Pine, W. Birch, Mx Hdwds).

Product – Select from drop-down menu (e.g. logs, pulp, firewood, posts, etc.).

Comments – Enter any needed explanatory comments. This section may be used to describe a combination of scale/ticket numbers summarized in the table above (e.g. enter *1 in the scale/ticket number field, then in the comments field enter: *1 = scale tickets 1001-1015).

FINANCE COPY (PAGE 2)

Remitter Information

Enter name and address of remitter.

Performance Bond Budget Code

The performance bond budget code will always be the same, regardless of which property the timber sale occurs on. The correct performance bond budget code will be pre-filled on the finance copy.

Performance Bond													
Business Unit	Budget Reference	Fund	Appr.	Department ID	Account	Program	Operating Unit	PCBU	Project	Activity	Source Type	Category	Sub-Category
37000	Current FY	21200	98500	3705511101	2700000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Stumpage Payment Budget Code

To complete the stumpage payment budget code, select the appropriate Sub-Category, Category, and Department ID, in that order, from the drop-down menu for each field. The Appropriation and Program fields will auto-fill based upon the Sub-Category selection made.

Stumpage Payment													
Business Unit	Budget Reference	Fund	Appr.	Department ID	Account	Program	Operating Unit	PCBU	Project	Activity	Source Type	Category	Sub-Category
37000	Current FY	21200	****	***	5025000	****	N/A	37000	370 000 000 000 001	TIMBERSALES	REV	**	*

* First, select the appropriate DNR program specific Sub-Category from the drop-down menu, based upon the DNR program responsible for property management.

WM001	Fish, Wildlife, Facilities & Lands (FM, WM, WR & ZZ)
FG001	Forestry (FR, NF & SF)
PR001	Parks (PR)
NH001	Natural Heritage Conservation (NA)
FM001	Chequamegon-Nicolet National Forest - GNA (FF)

** Second, select the appropriate county specific Category from the drop-down menu, based upon the county in which the timber sale is primarily located.

*** Third, select the appropriate property specific Department ID from the drop-down menu, if one has been identified for the property (e.g. FG Brule River State Forest). If a property specific code has not been identified for the property, select the correct miscellaneous property code based upon the DNR program responsible for property management (e.g. Wildlife Management (Misc. Properties)). For National Forest Good Neighbor Authority timber sales, the appropriate Department ID (3705511101) will auto-fill based upon the Sub-Category selection made. See list of available Department IDs below.

**** The correct Appropriation and Program fields will auto-fill based upon the Sub-Category selection made.

Department ID	Description	Department ID	Description
3705542312	FG Black River State Forest	3701142435	PR Governor Nelson State Park
3705542214	FG Brule River State Forest	3701142363	PR Great River State Trail
3705542233	FG Flambeau River State Forest	3701142523	PR Governor Dodge State Park
3705542223	FG Gov Knowles State Forest	3701142442	PR Hank Aaron State Trail
3705542111	FG NHAL Forest Team	3701142412	PR Harrington Beach State Park
3705542132	FG Peshigo River State Forest	3701142503	PR Hillboro State Trail
3705540000	Forestry Regional (Misc. properties)	3701142202	PR High Cliff State Park
3701132450	SF Richard Bong SRA	3701142357	PR Hoffman Hills SRA
3701132412	SF Cushing Memorial SF	3701142203	PR Hartman Creek State Park
3701132440	SF Havenwoods	3701142432	PR Holtzheuter SP GL Heritage
3701132432	SF Lowes Lake	3701142321	PR Interstate Park
3701132421	SF Lapham Peak Unit	3701142411	PR Kohler Andrae State Park
3701132422	SF Mukwonago River Unit	3701142372	PR Kinnickinnic State Park
3701132211	SF Kettle Moraine North Unit	3701142443	PR Lakeshore State Park
3701132212	SF Point Beach State Forest	3701142431	PR Lake Kegonsa State Park
3701132431	SF Pike Lake Unit	3701142514	PR La Crosse River State Trail
3701132411	SF Kettle Moraine South Unit	3701142351	PR Lake Wissota State Park
3701130000	Southern Forests (Misc. properties)	3701142515	PR Mill Bluff State Park

Timber Sale Handbook

3701112504	WM Mead McMillan Unit		3701142246	PR Mountain Bay State Trail
3701112505	WM Meadow Valley Unit		3701142362	PR Merrick State Park
3701110000	Wildlife Management (Misc. properties)		3701142531	PR Mirror Lake State Park
3701181316	FL CO Pike Wild River		3701142232	PR Menominee River SP and RA
3701181317	FL CO Willow Flowage		3701142522	PR Military Ridge State Trail
3701181322	FL NO Chippewa Flowage		3701142245	PR Mascoutin Valley State Tr
3701181324	FL NO Pine Popple		3701142552	PR Natural Bridge State Park
3701181328	FL NO Turtle Flambeau Flowage		3701142247	PR Newton Blackmour State Tr
3701181333	FL SO Lower Wisconsin Riverway		3701142303	PR North Country Trail
3701081106	LL MacKenzie Center		3701142562	PR Nelson Dewey State Park
3701180000	Facilities and Lands (Misc. properties)		3701142544	PR New Glarus Woods State Park
3704410000	Fisheries Management (Misc. properties)		3701142248	PR Nicolet State Trail
3701150000	Natural Heritage Conservation (Misc. properties)		3701142222	PR Newport State Park
3701142332	PR Amnicon Falls State Park		3701142385	PR Old Abe State Trail
3701142241	PR Ahnapee State Trail		3701142249	PR Oconto River State Trail
3701142434	PR Aztalan State Park		3701142571	PR Pecatonica State Trail
3701142312	PR Big Bay State Park		3701142555	PR Parfrey's Glen SNA
3701142313	PR Bearskin State Trail		3701142211	PR Potawatomi State Park
3701142451	PR Big Foot Beach State Park		3701142204	PR Peninsula State Park
3701142546	PR Badger Trail South		3701142361	PR Perrot State Park
3701142534	PR Buckhorn State Park		3701142331	PR Pattison State Park
3701142354	PR Brunet Island State Park		3701142535	PR Roche a Cri State Park
3701142521	PR Blue Mound State Park		3701142342	PR Rib Mountain State Park
3701142543	PR Belmont Mound State Park		3701142355	PR Red Cedar State Trail
3701142525	PR Badger Trail North		3701142221	PR Rock Island State Park
3701142364	PR Buffalo River State Trail		3701142532	PR Rocky Arbor State Park
3701142413	PR Cedarburg Bog SNA		3701142553	PR Sauk Prairie SRA
3701142233	PR Copper Culture State Park		3701142386	PR Saunders State Trail
3701142437	PR Capital City State Trail		3701142322	PR Straight Lake State Park
3701142311	PR Copper Falls State Park		3701142545	PR Sugar River State Trail
3701142341	PR Council Grounds State Park		3701142381	PR Stower Seven Lakes State Tr
3701142352	PR Chippewa Moraine SRA		3701142524	PR Tower Hill State Park
3701142526	PR Cross Plains State Park		3701142250	PR Tomorrow River State Trail
3701142356	PR Chippewa River State Trail		3701142314	PR Tuscobia State Trail
3701142436	PR Capital Springs State Park		3701142231	PR Gov Thompson State Park
3701142382	PR Cattail State Trail		3701142212	PR Whitefish Dunes State Park
3701142542	PR Cadiz Springs SRA		3701142502	PR Wild Goose State Trail
3701142551	PR Devils Lake State Park		3701142444	PR White River State Trail
3701142533	PR Dells Natural Area		3701142387	PR Wild River State Trail
3701142420	PR Glacial Drumlin St Tr East		3701142371	PR Willow River State Park
3701142242	PR Eisenbahn State Trail		3701142511	PR Wildcat Mountain State Park
3701142512	PR Elroy Sparta State Trail		3701142252	PR Wolf River State Trail
3701142513	PR 400 State Trail		3701142251	PR Wiouwash State Trail
3701142243	PR Fox River State Trail		3701142561	PR Wyalusing State Park
3701142244	PR Friendship State Trail		3701142541	PR Yellowstone Lake State Park
3701142554	PR Gilbraltor Rock SNA		3701140000	Parks and Recreation (Misc. properties)
3701142433	PR Glacial Drumlin St Tr West		3705511101	Chequamegon-Nicolet National Forest - GNA (FF)
3701142383	PR Gandy Dancer State Trail			

Transaction Correction

Transaction corrections are made following the same procedure, routing, etc. as that used in the original transaction. Transaction corrections should be assigned a new transaction number and signed by the person who prepared the correction. Include a concise explanation (see example on page 87-7).

Typical transaction corrections are as follows:

1. Over and under charge.
2. Over and under scale.
3. Assignment to wrong sale.

Timber Sale Damages Transaction

In the event that a contractor is billed for damages for a breach of contract, as described in Chapter 74, the remittance for that transaction should be documented on Form 2460-003. Similarly, if a draw is made on a letter of credit, assurance bond, CD, or assignment of savings account for damages on a timber sale, that transaction should be documented on Form 2460-003 as well (example on pages 87-18 & 19). For damages transactions, the amount remitted should be entered in the stumpage payment field. The stumpage payment budget code drop-down menus on page 2 of the electronic Form 2460-003 cannot be used for damage remittances, instead print and write-in the appropriate timber sale damages budget code, as indicated below.

If the damages are instead retained from a cash/check performance bond or excess stumpage that has previously been remitted, the damages should be retained from the performance bond or excess stumpage utilizing the Timber Sale Close-out Transaction Form, 2460-004 (example on page 87-12).

FINANCE COPY (PAGE 2 of Form 2460-003)

Timber Sale Damages Transaction													
Business Unit	Budget Reference	Fund	Appr.	Department ID	Account	Program	Operating Unit	PCBU	Project	Activity	Source Type	Category	Sub-Category
37000	Current FY	21200	17800	370 554 1101	5920000	CON02	N/A	37000	370 000 000 000 001	UNCPROP DAMAGES	REV	CTY00	FG001

When remitting damages for unpaid stumpage due, along with any calculated late payment interest penalty, the funds should be remitted using the regular stumpage payment budget code found on page 82-2 instead of the code found immediately above.

State FINAL SALE INSPECTION

The entire sale area should be inspected using Form 2460-2 (Timber Sale Inspection) by the Department of Natural Resources' representative in charge of the sale after completion of cutting. It is especially important to check all areas along the boundary, to prevent small isolated patches of timber from being left uncut, and to assure that all products have been skidded and scaled. If all of the timber has not been cut, or if all of the provisions of the contract have not been met, contact the contractor to see if the sale will be completed or damages assessed.

Within 60 days of Notice of Completion, but at least thirty days prior to contract expiration date. - Inspect sales area to see if completed, contract requirements met. Use Form 2460-13, Timber Sale Close-out Checklist.

1. If sale is satisfactorily completed:
 - a. Send letter to contractor saying sale is satisfactorily completed.
 - b. Return performance bond within 30 days of determination of satisfactory completion.
2. If sale area is not satisfactorily completed:
 - a. Send letter to contractor outlining the items which do not meet contract specifications. Include a detailed map when appropriate. Set a date for their reply or set a joint inspection date.
3. If contract will be extended, follow procedures outlined in [Chapter 73](#).
4. If contract extension is not requested or termination is mandatory and yet the sale is not completed:
 - a. Cruise uncut and non-utilized timber.
 - b. If cut, scaled, and paid for wood is still decked on the sale, grant a short contract extension for removal of the wood only.
 - c. Notify contractor of termination and invoice for damages, unpaid stumpage and value of uncut timber (if unsalable).

If in the judgment of the sale administrator, the remaining timber is salable, amount due from contractor will include cost of reestablishing a sale on the area and reduced value of uncut timber when resold.
 - d. Upon receipt of payment, refund performance bond.

PERFORMANCE BOND RETENTION AND BILLING FOR REPAIR OF DAMAGES ON STATE LAND

The funds paid by a contractor for damages on a timber sale and funds retained from a performance bond for timber sale damages may be used by a property to fund the cost of repairing damage caused by the contractor on the timber sale. Guidance on billing for damages and retention of performance bond funds for damages can be found in Chapter 74, and guidance on remitting damage funds can be found on page 82-2. Actual physical damages are recoverable under this policy. Associated administrative costs will also be retained from the bond but are not reimbursed to the property.

The procedure for notice of breach and bond retention is as follows:

Notice of Breach

The contractor should be notified in writing of the breach of contract, detailing the facts of the breach, as well as specific damages, if known.

The letter should also outline a time frame for correction of the problem by the contractor if that is an option you want to

offer the contractor, as well as notice that failure to correct the problem within the specified time period will result in the retention of all or part of their performance bond.

If damages cannot be calculated at the time of notice of breach, the contractor should be notified that the performance bond will be retained by the Department to apply to damages incurred once the Department determines what the damages are. For example, the sale may have to be resold before damages can be determined.

If it appears that the amount of damages will exceed the bond, the contractor should be notified that they are responsible for the damages exceeding the performance bond, and if not paid the Department will pursue collection of them. The **Forestry Financial Specialist** will work with the Bureau of Legal Services if collection assistance is needed.

A copy of this letter should be forwarded to the **Forestry Financial Specialist** and your supervisor.

Letters of Credit and Surety Bonds

If the performance bond is a letter of credit or surety bond, the financial institution that issued the document should be notified in writing of the breach, detailing the facts of it and when it occurred, any corrective action offered the contractor, and the potential claim against the bond. Also, notify the bank or surety that a claim may be filed against the letter of credit or surety bond once the Department determines the damages incurred. This will help facilitate collecting against the letter of credit or bond. As long as the breach occurred within the period of its application, e.g. contract period, collection against it can occur following that period.

**Note - In cases where the bank or surety might be unclear about this issue, it may be useful to place a telephone call to the institution, clarify the situation with them, and note the conversation in your file.

Repairing Damages

Contact the **County and Public Forest** Specialist and/or **Forestry** Financial Specialist. **The actual repair to the sale area should not be done with DNR equipment or personnel.** Repairs should be accomplished by contracting through an independent third party contractor following Department of Administration purchasing guidelines. If local units of government are used, purchasing guidelines do not have to be followed. Damage repairs are limited to the actual costs associated with contract violations.

After repair work is completed, the bill should be sent to the **Forestry Financial Specialist** with the close-out transaction. Be sure to itemize administrative versus actual damage costs.

State CLOSE-OUT TRANSACTION

Only **after** the final sale inspection has been completed and all stumpage money has been received and reconciled should the following procedures be used to close out the timber sale. The Timber Sale Close-Out Checklist [Form 2460-013](#) should be utilized to ensure all timber sale close-out items have been addressed.

Upon completion of sale, the state forest superintendent or forester shall submit the Timber Sale Notice and Cutting Report (Form [2460-001](#)), a copy of the Timber Sale Ledger (Form 2460-006), Timber Sale Close-Out Transaction (Form [2460-004](#)), and Compartment Examination Record (Form 2400-026). Route according to procedure listed below. Upon completion, the final Form 2460-001 will be returned to the field forester. Form 2460-004 directs the Bureau of Finance on handling of a cash performance bond and excess stumpage payment if applicable.

Performance bond will not be applied towards final stumpage payment unless there has been a breach due to failure to comply with payment provisions of the contract. The bond will be refunded or transferred to a new sale only after all contract provisions have been met.

The Timber Sale Close-Out Transaction, Form 2460-004 **is only available electronically and is a fillable and savable four page pdf document.** It directs the transactions necessary to disperse a cash performance bond and excess stumpage payment so as to result in a zero cash bond and stumpage payment balance for the sale.

- | | |
|-------------------------------|--|
| Preparer | <ol style="list-style-type: none"> 1. Routes Finance, Forest Tax and Finance/Remitter copies of Form 2460-004, a copy of the final approved and completed 2460-001, and a copy of the ledger, to the Forestry Financial Specialist, Madison FR/4. Files Preparer copy in sale file. 2. Send original Form 2460-001 to data entry through Team Leader. Post-sale recon update should be verified either by notation on 2460-001 or by including copy of stand exam data sheet (Rpt. 113 in WisFIRS). |
| Forestry Financial Specialist | <ol style="list-style-type: none"> 3. Reviews and enters into PeopleSoft financials module if bond refund. Routes Finance copy to Bureau of Finance. 4. Files Forest Tax copy. Returns validated Finance/Remitter copy to forester. |
| Preparer | <ol style="list-style-type: none"> 5. Replaces Preparer copy with Finance/Remitter copy. |

TIMBER SALE CLOSE-OUT TRANSACTION (FORM 2460-004) GUIDE

Transaction Number

This will be the final transaction number for the timber sale.

Action

There are eight actions that fall into three categories of action, which are: refund, transfer, and retain. Check the appropriate box and complete any blanks for the action selected. For actions with both a debit (DR) and credit (CR) line, complete both.

1. Refund
 - a. Refund performance bond
 - b. Refund excess stumpage

2. Transfer

- a. Transfer **cash** performance bond to another sale as performance bond
- b. Transfer **cash** performance bond to **another** sale to cover stumpage
- c. Transfer excess advanced stumpage to another sale as stumpage
- d. Transfer excess advanced stumpage to another sale as performance bond

Transfer of funds from one sale to another is an alteration of the timber sale contract and must be documented. This may be done by using either Form 2400-005E or a letter from the contractor requesting transfer (see sample letter below).

When a transfer is by letter, the contractor must indicate the property and sale number in the request. A copy of the letter must accompany the Close-Out Transaction Form (2460-004) to the Forestry Financial Specialist, Madison FR/4.

If a transfer is by contract amendment, a copy of the signed Form 2400-005E should accompany the Close-Out Transaction Form (2460-004) to the Forestry Financial Specialist, Madison FR/4.

3. Retain

- a. Retain **cash** performance bond as damage
- b. Retain excess advanced stumpage as damage

For blanks that occur in the **accounting code** section, use the following codes, **if applicable for the action being taken:**

Appropriation	Department ID	Program	Category	Sub-Category
****	***	****	**	*

* First, select the appropriate DNR program specific Sub-Category from the drop-down menu, based upon the DNR program responsible for property management.

WM001	Fish, Wildlife, Facilities & Lands (FM, WM, WR & ZZ)
FG001	Forestry (FR, NF & SF)
PR001	Parks (PR)
NH001	Natural Heritage Conservation (NA)
FM001	Chequamegon-Nicolet National Forest - GNA (FF)

** Second, select the appropriate county specific Category from the drop-down menu, based upon the county in which the timber sale is primarily located.

*** Third, select the appropriate property specific Department ID from the drop-down menu, if one has been identified for the property (e.g. FG Brule River State Forest). If a property specific code has not been identified for the property, select the correct miscellaneous property code based upon the DNR program responsible for property management (e.g. Wildlife Management (Misc. Properties)). For National Forest Good Neighbor Authority timber sales, the appropriate Department ID (3705511101) will auto-fill based upon the Sub-Category selection made. See list of available Department IDs in Chapter 82.

**** The correct Appropriation and Program fields will auto-fill based upon the Sub-Category selection made.

Timber Sale Handbook

SAMPLE LETTER

December 6, 2000

Department of Natural Resources
Northern Highland-American Legion State Forest
4125 CTH M
Boulder Junction, WI 54512

Dear Sir:

Please transfer our Performance Bond of \$9,795.00 from NHAL Timber Sale No. 582-A
[Compartment 38 Oak] to the account of NHAL Timber Sale No. 579-A [Hawk Lake].

Thank you.

Sincerely,

John T. Logger

EXAMPLE COVER LETTER FOR INCLUSION WITH FORM LETTER ABOVE:

[NOTE: IT MAY BE PRUDENT TO INCLUDE THIS LETTER WITH THE BOND TRANSFER FORM LETTER AND INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE DUE TO DIFFICULTIES IN GETTING THE BOND FORM TRANSFER LETTER RETURNED.]

January 11, 2001

Subject: Permission to Transfer Bond

Dear Sir:

Enclosed please find a "Transfer of Bond" form letter that we need on file in order to transfer any money from one sale to another. Please read carefully and sign. Keep one copy for your records and send the original back to our office here at Trout Lake. Thank you.

Sincerely,
NORTHERN HIGHLAND-AMERICAN LEGION STATE FOREST

Anne Kriewald, Secretary

Encl

County COUNTY FOREST PAYMENTS/PENALTIES

No severance tax will be collected from counties with a paid up balance on their County Forest account. The County Forest Specialist will maintain balance records for each County Forest.

Normal Timber Sales

Severance share payment on timber sales conducted on regular county forest lands for stumpage will be 20% of the actual sale value or the value determined subsequent to investigation under s. [28.11\(6\)\(b\)4](#), Wis. Stats. A higher rate may be applicable when so agreed upon by the Department and the county involved.

Cut Products - County Forest Lands

The severance share on cut products used or sold by the county shall be 20% of the Forest Crop Severance Tax Schedule in effect on the date a final report is submitted pursuant to s. [77.06\(2\)](#), Wis. Stats. Only a final report on the Timber Sale Cutting Report, Form [2460-1](#), need be filed.

Timber Theft from County Forests

The severance share payment will be 20% of the Forest Crop Severance Tax Schedule in effect on the date a final report is submitted pursuant to s. [77.06\(2\)](#), Wis. Stats. Penalty payments or other charges for damages must not be reported in the Final Report on Form [2460-1](#). The severance share payment does not include 20% of such penalties.

County Special Use Lands

Normal timber sale procedures will be used in conducting timber sales on County Special Use lands. However, no severance share payment will be collected.

Timber sales on "regular" and "special use" lands must be conducted as separate sales and on separate forms even if sold at the same time.

Double Stumpage Penalty

The cutting of merchantable wood products without the filing and approval of a cutting notice (Form [2460-1](#)) renders the county liable to the state in an amount equal to double the stumpage value of the cut products. Upon failure by the county to pay the penalty, the Department may withhold such amount from future state contributions to the county.

The double stumpage value payment is a "penalty", not a severance tax; therefore, it may not be treated as a credit against the county's debt.

The severance tax, over and above the double stumpage penalty payment, is also owed under s. [28.11\(9\)\(a\)](#), Wis. Stats., if there is a balance due, and will be credited against their balance in the forestry fund account.

SAMPLE LEDGER AND TRANSACTIONS

On the following pages are a sample ledger (Form 2460-006), journal (Form 2460-005) and some examples of typical Timber Sale Transaction/Remittance (Form 2460-003) and Timber Sale Close-Out Transactions (Form 2460-004).

Transaction-Remittance

Page 87-2	Ledger
87-3	Journal
87-4	Performance bond – Irrevocable Letter of Credit – forest tax copy
87-5	Scale transaction
87-6	Stumpage payment (advance payment)
87-7	Transaction correction
87-8	Stumpage payment and scale transaction
87-9	Final stumpage payment
87-10	Close-out transaction – retain money from Irrevocable Letter of Credit for damages
87-11	Remittance of money for forest products
87-12	Close-out transaction – retain money from cash performance bond
87-13	Multiple sale transaction
87-14	Deferred payment scale transaction
87-15	Sample cover letter for deferred payment billings
87-16	Overdue stumpage letter
87-17	Late interest penalty letter
87-18	Remittance – Letter of Credit Retention (Forest Tax ply)
87-19	Remittance – Letter of Credit retention (Finance ply)

Timber Sale Handbook

Department of Natural Resources

TIMBER SALE LEDGER

Form 2460-006 REV.5-92

Performance Bond Type	Letter of Credit	Property Hay Creek - Hoffman Lake Wildlife Area	Sale No. 2621-166
\$1,810.00		Contractor Joe Spruce Logging	

Date	Transaction No.	Remittance No.	Transaction Description	Scale (-)	Payment (+)	Balance
10/26/2000	1		Performance Bond			\$0.00
10/26/2000	2		Advance Stumpage payment		\$905.00	\$905.00
11/15/2000	3		Stumpage invoice	\$1,785.00		-\$880.00
11/22/2000			Stumpage payment		\$880.00	\$0.00
11/27/2000	4		Stumpage invoice	\$700.00		-\$700.00
12/01/2000	5		Stumpage invoice	\$1,400.00		-\$2,100.00
02/12/2001			Stumpage payment (Late payment)		\$2,100.00	\$0.00
02/13/2001	6		Late interest penalty	\$44.80		-\$44.80
			Switch to advance pay due to delinquent payment			-\$44.80
03/15/2001	7		Advance stumpage payment + penalty		\$2,000.00	\$1,955.20
04/02/2001	8		Stumpage invoice + advance stump. payment	\$2,785.00	\$1,500.00	\$670.20
04/15/2001	9		Stumpage invoice	\$580.15		\$90.05
05/01/2001	10		Overcharge – Transaction 9		\$80.08	\$170.13
05/10/2001	11		Stumpage invoice + final advance payment	\$337.38	\$167.25	\$0.00
05/22/2001	12		Close-out transaction			
			Bond refund \$1,627.75			
			Bond retention \$182.25 (for road damage)			

Timber Sale Handbook

Department of Natural Resources

TIMBER LE JOURNAL
Form 246 4-83

Property <i>Hay Creek Wildlife Area</i>	Sale No. <i>166</i>
Contractor <i>Joe Spruce Logging</i>	

Date	Scale No.	MX cds	A cds	BY HBF	MH MBF				
1-15-00	65	4.32							
	66				2.67				
	70		4.42						
	71			2.56					
12-6-00	76		20.02						
	77			1.64					
	78	8.72							
12-20-00	79	12.31			2.71				
1-5-01	82				1.03				
	83	25.76	5.12	.87					
1-16-01	84	10.74		.93					
	85		8.69		1.38				
1-21-01	88	18.23			.68				
	89	14.87		.99					
1-31-01	91	17.18							
	92	16.84							
	93	19.21							
	94	15.73							
2-1-01	99	9.90	2.18	.23	1.11				

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name <i>HayCreek Wildlife Area</i>			
Sale # <i>166</i>	Trans. # <i>2</i>	Permit. #	Date <i>10-26-00</i>

Sales Tax Exempt Yes No → (Use Form 9300-29A, General Remittance Sheet)

Contractor <i>Joe Spruce Logging</i>
Address <i>Rt. 1</i>
City, State, Zip Code <i>Butternut WI</i>

Bid Bond (Perf. Bond)						
Fund <i>212</i>	Org <i>FR02</i>	Sub Org	Appr <i>985B</i>	Actv <i>ZZZZ</i>	Rev Src BS Acct <i>5700</i>	\$
<input type="checkbox"/> Bond Transfer				From Sale #		\$
<input checked="" type="checkbox"/> ILC				<input type="checkbox"/> CD	<input type="checkbox"/> Assignment of Savings	
						\$ <i>1810.00</i>
<input type="checkbox"/> Assurance Bond				<input type="checkbox"/> Certified Check or Money Order		\$
Bank/Bonding Co. <i>North Bank</i>						
Address <i>Main St.</i>						
City, State, Zip Code <i>Ashland WI</i>						

Starting Ledger Stumpage Balance						\$
Stumpage Transfer				From Sale #		\$
Fund <i>212</i>	Org	Sub Org	Appr	Actv <i>ZZZZ</i>	Rev Src BS Acct <i>8003</i>	\$

Species								
Product								
Scale Sheet #								
#								
#								
#								
Total CDS MBF Pieces								
Conv. Fact/ Adj. Units								
Value/Unit	<i>/</i>							
Total Scaled Value		<i>+</i>						

Prepared by <i>Chris Reihaus</i>
Date Prepared <i>10-26-00</i>

\$

Remitter <i>Chris Reihaus</i>
Address <i>Statehouse Cir</i>
City, State, Zip Code <i>Merces WI</i>

Ending Ledger Stumpage Balance	\$
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name <i>Hay Creek Wildlife Area</i>			
Sale # <i>166</i>	Trans. # <i>4</i>	Remit. #	Date <i>11-15-00</i>

Sales Tax Exempt Yes No → (Use Form 9300-29A, General Remittance Sheet)

Contractor <i>Joe Spruce Logging</i>
Address <i>Rt. 1</i>
City, State, Zip Code <i>Butternut WI</i>

Bid Bond / Perf. Bond						
Fund 212	Org FR02	Sub Org	Appr 985B	Actv ZZZZ	Rev Src 5700	\$
<input type="checkbox"/> Bond Transfer				From Sale #		\$
<input type="checkbox"/> ILC				<input type="checkbox"/> CD	<input type="checkbox"/> Assignment of Savings	
<input type="checkbox"/> Assurance Bond				<input type="checkbox"/> Certified Check or Money Order		\$
Bank/Bonding Co.						
Address						
City, State, Zip Code						

Starting Ledger Stumpage Balance						\$ <i>905.00</i>
Stumpage Transfer				From Sale #		\$
Fund 212	Org	Sub Org	Appr	Actv ZZZZ	Rev Src 8003	\$

Species	Mixed Hdwd	Aspen	Hard Maple	Y. Birch			
Product	<i>pulp</i>	<i>pulp</i>	<i>logs</i>	<i>logs</i>			
Scale Sheet #	<i>65</i>						
#	<i>66</i>		<i>2.67</i>				
#	<i>70</i>	<i>4.42</i>					
#	<i>71</i>			<i>2.56</i>			
Total CDS MBF Pieces	<i>4.32</i>	<i>4.42</i>	<i>2.67</i>	<i>2.56</i>			
Conv. Fact/ Adj. Units							
Value/Unit	<i>13.50/cd</i>	<i>16.00/cd</i>	<i>150/MBF</i>	<i>100/MBF</i>	<i>1</i>	<i>1</i>	<i>1</i>
Total Scaled Value	<i>58.32</i>	<i>70.72</i>	<i>400.50</i>	<i>256.00</i>	<i>+</i>	<i>+</i>	

Preparer <i>Chris Auhans</i>
Date Prepared <i>11-15-00</i>

\$ *785.54*

Remitter <i>Chris Auhans</i>
Address <i>Statehouse Cir</i>
City, State, Zip Code <i>Merces WI</i>

Ending Ledger Stumpage Balance	\$ <i>119.46</i>
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name <i>Hay Creek Wildlife Area</i>			
Sale # <i>166</i>	Trans. # <i>5</i>	Remit. #	Date <i>11-25-00</i>

Sales Tax Exempt Yes No → (Use Form 9300-29A, General Remittance Sheet)

Contractor <i>Joe Spruce Logging</i>
Address <i>Rt. 1</i>
City, State, Zip Code <i>Butternut WI</i>

Bid Bond /Perf. Bond						
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	FR02		985B	ZZZZ	5700	\$
<input type="checkbox"/> Bond Transfer					From Sale #	\$
<input type="checkbox"/> ILC <input type="checkbox"/> CD <input type="checkbox"/> Assignment of Savings						\$
<input type="checkbox"/> Assurance Bond <input type="checkbox"/> Certified Check or Money Order						\$
Bank/Bonding Co.						
Address						
City, State, Zip Code						

Starting Ledger Stumpage Balance					\$ <i>119.46</i>	
Stumpage Transfer					From Sale #	\$
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	ZZFW		100 R	ZZZZ	8003	\$ <i>2000.00</i>

Species							
Product							
Scale Sheet #							
#							
#							
#							
Total CDS MBF Pieces							
Conv. Fact/ Adj. Units							
Value/Unit	/	/	/	/	/	/	/
Total Scaled Value		+	+	+	+	+	+

Preparer <i>Chris Aichaus</i>
Date Prepared <i>12-6-00</i>

Remitter <i>Chris Aichaus</i>
Address <i>Statehouse Ci</i>
City, State, Zip Code <i>Merces WI</i>

Ending Ledger Stumpage Balance	\$ <i>2119.46</i>
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name
Hay Creek Wildlife Area

Sale #	Trans. #	Refmit. #	Date
<i>166</i>	<i>7</i>		<i>12-10-00</i>

Sales Tax Exempt Yes No → (Use Form 9300-29A, General Remittance Sheet)

Contractor
Joe Spruce Logging

Address
Rt. 1

City, State, Zip Code
Butternut, WI

Bid Bond /Perf. Bond

Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct		
212	FR02		985B	ZZZZ	5700	\$	
<input type="checkbox"/> Bond Transfer					From Sale #	\$	
<input type="checkbox"/> ILC					<input type="checkbox"/> CD	<input type="checkbox"/> Assignment of Savings	\$
<input type="checkbox"/> Assurance Bond					<input type="checkbox"/> Certified Check or Money Order	\$	
Bank/Bonding Co.							
Address							
City, State, Zip Code							

Starting Ledger Stumpage Balance	\$ <i>1517.42</i>					
Stumpage Transfer	From Sale #					
	\$					
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212				ZZZZ	8003	\$

Species	<i>Aspen</i>								
Product	<i>pulp</i>								
Scale Sheet #	<i>20.02</i>								
#		<i>Overcharge on Transaction #6</i>							
#		<i>20.02 cds Aspen were billed at \$20.00</i>							
#						<i>20.02 x \$20.00</i>	=	<i>400.40</i>	
Total CDS MBF Pieces		<i>20.02 cds Aspen should have been billed at \$16.00</i>							
Conv. Fact/ Adj. Units						<i>20.02 x \$16.00</i>	=	<i>320.32</i>	
Value/Unit	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>Overcharge</i>	=	<i>80.08</i>
Total Scaled Value		+	+	+	+	+	+		

Preparer
Chris Niehaus

Date Prepared
12-10-00

\$ *+80.08*

Remitter
Chris Niehaus

Address
Statehouse Cir

City, State, Zip Code
Merces WI

Ending Ledger Stumpage Balance	\$ <i>1597.50</i>
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name <i>Hay Creek Wildlife Area</i>			
Sale # <i>166</i>	Trans. # <i>13</i>	Remit. #	Date <i>1-31-01</i>

Sales Tax Exempt Yes No (Use Form 9300-29A, General Remittance Sheet)

Contractor <i>Joe Spruce Logging</i>
Address <i>Rt. 1</i>
City, State, Zip Code <i>Butternut WI</i>

Bid Bond / Perf. Bond							
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct		
212	FR02		985B	ZZZZ	5700	\$	
<input type="checkbox"/> Bond Transfer					From Sale #	\$	
<input type="checkbox"/> ILC					<input type="checkbox"/> CD	<input type="checkbox"/> Assignment of Savings	\$
<input type="checkbox"/> Assurance Bond					<input type="checkbox"/> Certified Check or Money Order	\$	
Bank/Bonding Co.							
Address							
City, State, Zip Code							

Starting Ledger Stumpage Balance	\$ <i>121.74</i>					
Stumpage Transfer	From Sale #	\$				
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	22FW		100R	ZZZZ	8003	\$ <i>1000.00</i>

Species	<i>mixed Hardw</i>						
Product	<i>pulp</i>						
Scale Sheet #	<i>91</i>	<i>17.18</i>					
#	<i>92</i>	<i>16.84</i>					
#	<i>93</i>	<i>19.21</i>					
#	<i>94</i>	<i>15.73</i>					
Total CDS MBF Pieces	<i>68.96</i>						
Conv. Fact/ Adj. Units							
Value/Unit	<i>13.50/cd</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>
Total Scaled Value	<i>930.96</i>	<i>+</i>	<i>+</i>	<i>+</i>	<i>+</i>	<i>+</i>	<i>+</i>

Preparer <i>Chris Niehaus</i>
Date Prepared <i>1-31-01</i>

\$ *930.96*

Remitter <i>Chris Niehaus</i>
Address <i>Statehouse Cir</i>
City, State, Zip Code <i>Marcel WI</i>

Ending Ledger Stumpage Balance	\$ <i>190.78</i>
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name <i>Hay Creek Wildlife Area</i>			
Sale # <i>166</i>	Trans. # <i>15</i>	Remit. #	Date <i>2-3-01</i>

Sales Tax Exempt Yes No → (Use Form 9300-29A, General Remittance Sheet)

Contractor <i>Joe Spruce Logging</i>
Address <i>Rt. 1</i>
City, State, Zip Code <i>Butternut WI</i>

Bid Bond /Perf. Bond						
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	FR02		985B	ZZZZ	5700	\$
<input type="checkbox"/> Bond Transfer					From Sale #	\$
<input type="checkbox"/> ILC <input type="checkbox"/> CD <input type="checkbox"/> Assignment of Savings						\$
<input type="checkbox"/> Assurance Bond <input type="checkbox"/> Certified Check or Money Order						\$
Bank/Bonding Co.						
Address						
City, State, Zip Code						

Starting Ledger Stumpage Balance						\$ <i>167.25</i>
Stumpage Transfer					From Sale #	\$
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	ZZFW		100R	ZZZZ	8003	\$ <i>167.25</i>

Species								
Product								
Scale Sheet #								
#								
#								
#								
Total CDS MBF Pieces								
Conv. Fact/ Adj. Units								
Value/Unit	/	/	/	/	/	/	/	/
Total Scaled Value		+	+	+	+	+	+	

Final Payment

Preparer <i>Chris Fehaus</i>
Date Prepared <i>2-3-01</i>

\$

Remitter <i>Chris Fehaus</i>
Address <i>Statehouse Cir</i>
City, State, Zip Code <i>Merces WI</i>

Ending Ledger Stumpage Balance	\$ <i>0</i>
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Close Out Transaction
Form 2460-004 (R 5/01)

Property Name <i>Hay Creek Wildlife Area</i>		
Sale No. <i>166</i>	Trans. No. <i>16</i>	Trans. Date <i>2-14-01</i>
Basin <i>Upper Chippewa</i>		
Finance Use Only		

- No monies retained due to failure to perform.
 Monies retained or bonding company billed. Documentation on file.
 Letter of Credit released - copy attached

Comments

*\$182.25 billed against letter of credit due to road damage.
(Remainder of Letter of Credit)
Released - Letter Attached)*

Contractor Name <i>Joe Spruce Logging</i>		
Street or Route <i>Rt. 1</i>		
City, State, Zip Code <i>Butternut WI</i>		

		ACCOUNTING CODE						BOND	STUMPAGE	
ACTION: MARK APPLICABLE ITEMS		Starting Ledger Balance						1810. ⁰⁰		
		Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	Sub Rev		
<input checked="" type="checkbox"/>	Refund Bond (Perf) or Bid	212	FR02		985B	ZZZZ	5700		1627.75	
<input type="checkbox"/>	Transfer Perf. Bond as Bond									
<input type="checkbox"/>	Trf. Bid Bond to Perf. Bond	DR	212	FR02		985B	ZZZZ	5700		
		CR	212	FR02		985B	ZZZZ	5700		
<input type="checkbox"/>	Trf. Bond as Stumpage (Perf. or Bid)	DR	212	FR02		985B	ZZZZ	5700		
		CR	212				ZZZZ	8003		
<input type="checkbox"/>	Retain Bond as Damage (Perf. or Bid)	DR	212	FR02		985B	ZZZZ	5700		
		CR	212	FR02		178R	ZZZZ	9200	21	
<input type="checkbox"/>	Refund Excess Stumpage	212				ZZZZ	8003			
<input type="checkbox"/>	Trf. Excess Stumpage as Stumpage									
<input checked="" type="checkbox"/>	Retain Letter of Credit as Damage	CR	212	FR02		178R	ZZZZ	9200	21	182.25
<input type="checkbox"/>	Retain Excess Stumpage as Damage	DR	212				ZZZZ	8003		
		CR	212	FR02		178R	ZZZZ	9200	21	
<input type="checkbox"/>	Trf. Excess Stumpage as Perf. Bond	DR	212				ZZZZ	8003		
		CR	212	FR02		985B	ZZZZ	5700		
<input type="checkbox"/>	If Transfer, to Sale No.:	Ending Ledger Balance						0		

Signature of Preparer <i>Chris Niehaus</i>	Date Signed <i>2-14-01</i>
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State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name <i>Brule</i>			
Sale #	Trans. #	Remit. #	Date <i>9-15-01</i>

Sales Tax Exempt Yes No → (Use Form 9300-29A, General Remittance Sheet)

Contractor
Address
City, State, Zip Code

Bid Bond /Perf. Bond						
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	FR02		985B	ZZZZ	5700	\$
<input type="checkbox"/> Bond Transfer					From Sale #	\$
<input type="checkbox"/> ILC <input type="checkbox"/> CD <input type="checkbox"/> Assignment of Savings						\$
<input type="checkbox"/> Assurance Bond <input type="checkbox"/> Certified Check or Money Order						\$
Bank/Bonding Co.						
Address						
City, State, Zip Code						

Starting Ledger Stumpage Balance						\$
Stumpage Transfer					From Sale #	\$
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	ZZFR	BU	100R	ZZZZ	8003	\$ 250.00

Species	<i>Mixed Hdwd</i>						
Product	<i>pulp</i>						
Scale Sheet #	<i>50</i>						
#							
#	<i>5 Forest Products Permits #P485-489</i>						
#							
Total CDS MBF Pieces	<i>50</i>						
Conv. Fact/ Adj. Units							
Value/Unit	<i>5.00/cd</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>
Total Scaled Value	<i>250.00</i>	+	+	+	+	+	+

\$ 250.00

Preparer <i>Dave Schultz</i>
Date Prepared <i>9-15-01</i>

Remitter <i>Dave Schultz</i>
Address <i>DNR</i>
City, State, Zip Code <i>Brule WI</i>

Ending Ledger Stumpage Balance	\$
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Close Out Transaction
Form 2460-004 (R 5/01)

Property Name <i>Brule</i>		
Sale No. <i>600</i>	Trans. No. <i>21</i>	Trans. Date <i>11-20-00</i>
Basin <i>Lake Superior</i>		
Finance Use Only		

- No monies retained due to failure to perform.
 Monies retained or bonding company billed. Documentation on file.
 Letter of Credit released - copy attached

Comments

\$500.00 retained for road damage.

Contractor Name <i>John Jones</i>		
Street or Route <i>Oak Lane</i>		
City, State, Zip Code <i>Iron River WI</i>		

ACTION: MARK APPLICABLE ITEMS	ACCOUNTING CODE							BOND	STUMPAGE
	Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	Sub Rev		
	Starting Ledger Balance							<i>1000.00</i>	
<input checked="" type="checkbox"/> Refund Bond (<u>Perf.</u> or Bid)	212	FR02		985B	<i>ZZZZ</i>	5700		<i>500.00</i>	
<input type="checkbox"/> Transfer Perf. Bond as Bond									
<input type="checkbox"/> Trf. Bid Bond to Perf. Bond	DR	212	FR02		985B	<i>ZZZZ</i>	5700		
	CR	212	FR02		985B	<i>ZZZZ</i>	5700		
<input type="checkbox"/> Trf. Bond as Stumpage (Perf. or Bid)	DR	212	FR02		985B	<i>ZZZZ</i>	5700		
	CR	212				<i>ZZZZ</i>	8003		
<input checked="" type="checkbox"/> Retain Bond as Damage (<u>Perf.</u> or Bid)	DR	212	FR02		985B	<i>ZZZZ</i>	5700	<i>500.00</i>	
	CR	212	FR02		178R	<i>ZZZZ</i>	9200	21	
<input type="checkbox"/> Refund Excess Stumpage	212				<i>ZZZZ</i>	8003			
<input type="checkbox"/> Trf. Excess Stumpage as Stumpage									
<input type="checkbox"/> Retain Letter of Credit as Damage	CR	212	FR02		178R	<i>ZZZZ</i>	9200	21	
	DR	212				<i>ZZZZ</i>	8003		
<input type="checkbox"/> Retain Excess Stumpage as Damage	CR	212	FR02		178R	<i>ZZZZ</i>	9200	21	
	DR	212				<i>ZZZZ</i>	8003		
<input type="checkbox"/> Trf. Excess Stumpage as Perf. Bond	DR	212				<i>ZZZZ</i>	8003		
	CR	212	FR02		985B	<i>ZZZZ</i>	5700		
<input type="checkbox"/> If Transfer, to Sale No.:	Ending Ledger Balance							<i>0</i>	

Signature of Preparer <i>Dave Schultz</i>	Date Signed <i>11-20-00</i>
--	--------------------------------

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name <i>Brule</i>			
Sale #	Trans. #	Remit. #	Date <i>8-18-00</i>

Sales Tax Exempt Yes No → (Use Form 9300-29A, General Remittance Sheet)

Contractor
Address
City, State, Zip Code

Bid Bond/Perf. Bond						
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	FR02	BU	985B	ZZZZ	5700	\$ <i>2000.00</i>
<input type="checkbox"/> Bond Transfer					From Sale #	\$
<input type="checkbox"/> ILC <input type="checkbox"/> CD <input type="checkbox"/> Assignment of Savings						\$
<input type="checkbox"/> Assurance Bond <input type="checkbox"/> Certified Check or Money Order						\$
Bank/Bonding Co.						
Address						
City, State, Zip Code						

Starting Ledger Stumpage Balance						\$
Stumpage Transfer					From Sale #	\$
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	ZZFR	BU	100R	ZZZZ	8003	\$ <i>1100.00</i>

Species								
Product	<i>Sale # 410 Cash Performance Bond</i>							<i>2000.00</i>
Scale Sheet #								
#	<i>Sale # 290 Stumpage Payment</i>							<i>380.00</i>
#	<i>Sale # 365 Stumpage Payment</i>							<i>720.00</i>
#								
Total CDS MBF Pieces	<i>(Note: Form 2460-3 should be attached for each timber sale transaction listed above)</i>							
Conv. Fact/Adj. Units								
Value/Unit	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	
Total Scaled Value		<i>+</i>	<i>+</i>	<i>+</i>	<i>+</i>	<i>+</i>	<i>+</i>	

Preparer *Dave Schultz*
Date Prepared *8-18-00*

Remitter <i>Dave Schultz</i>
Address <i>DNR</i>
City, State, Zip Code <i>Brule WI</i>

Ending Ledger Stumpage Balance	\$
DO NOT WRITE IN THIS SPACE	
Payment Due	\$

FOREST TAX

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name HAY CREEK WILDLIFE AREA			
Sale # 2621166	Trans. # 9	Remit. #	Date 1/1/2004

Sales Tax Exempt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(Use Form 9300-29A, General Remittance Sheet)
------------------	---	---

Contractor JOE SPRUCE LOGGING
Address RT. 1
City, State, Zip Code BUTTERNUT, WI. 54154

Bid Bond / Perf. Bond						
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	FR02		985B	ZZZZ	5700	\$
From Sale #						\$
<input type="checkbox"/> Bond Transfer						\$
<input type="checkbox"/> ILC <input type="checkbox"/> CD <input type="checkbox"/> Assignment of Savings						\$
<input type="checkbox"/> Assurance Bond <input type="checkbox"/> Certified Check or Money Order						\$
Bank/Bonding Co.						
Address						
City, State, Zip Code						

Starting Ledger Stumpage Balance	\$ -483.00					
Stumpage Transfer	From Sale #					
	\$					
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	ZZFW		100R	ZZZZ	8003	\$ 700.00

Species	MIXED HARDWOOD	ASPEN					
Product	PULP	PULP					
Specs Sheet # TICKET #							
#243-46	40		ESTIMATES ON TICKETS #243-246 and #250 (10 CORD LOADS)				
# 250		10					
#							
Total CDS MBF Pieces	40	10					
Conv. Fact/ Adj. Units							
Value/Unit	13.50	16.00	/	/	/	/	/
Total Scaled Value	540.00	160.00	+	+	+	+	+

Preparer CHRIS NIEHAUS
Date Prepared 1/1/2004

Remitter CHRIS NIEHAUS
Address STATEHOUSE CIRCLE
City, State, Zip Code MERCER, WI. 54547

Ending Ledger Stumpage Balance	\$ -1183.00
DO NOT WRITE IN THIS SPACE	
Payment Due	\$ 700.00



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

January 1, 2007

Joe Spruce Logging
Rt. 1
Butternut, WI. 54514

Subject: Stumpage due - Sale 2621166 Hay Creek Wildlife Area

Dear Mr. Spruce:

The attached invoice itemizes stumpage due on your Hay Creek WLA sale. Per the deferred payment option on this sale, the stumpage is due 30 days from the date of this billing. **Payment of \$700.00 is due February 1, 2004** to:

State of Wisconsin
Timber Sales
P.O. Box 93885
Milwaukee, WI. 53293-0885

Please make your check payable to the **Department of Natural Resources (DNR)** and enclose the attached 2 plies of the timber sale transaction remittance form (white and goldenrod) with your payment. Please include the sale number on your check. Keep the contractor original for your records.

Contact me with any questions.

Chris Niehaus
DNR Forester
715-476-3890



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

Certified Letter

May 17, 2004

Joe Spruce Logging
Rt. 1
Butternut, WI 54514

Subject: Overdue Stumpage-Hay Creek Wildlife Area

Dear Mr. Spruce:

This letter is in regards to Timber Sale # 166 on the Hay Creek Wildlife Area that you are under contract to complete. **The deferred stumpage payment schedule stipulated in the contract for this sale, affords you 30 days from the time of billing to submit payment for stumpage due.**

On April 1, 2004 you were issued an invoice for stumpage due in the amount of \$700.00. Payment was not received by the due date of May 1, 2004. This is a breach of the timber sale contract, and in accordance with the contract specifications:

- 1) No more cutting, skidding or hauling will be allowed on this timber sale until the billed amount is paid.
- 2) You will be required to pre-pay stumpage for the remainder of this timber sale.
- 3) Once this overdue payment is received, an interest penalty of 1.5% (one-and-a-half percent) for every thirty days late will be calculated.
- 4) The DNR County Forest / Public Lands Specialist will be notified of this breach, which will be placed on file. Should a second breach occur within a two-year period, you will be required to pre-pay on all state timber sales for a two-year duration.

If you have any questions about this action, about the deferred payment system, or any other aspect of the timber sale contract, give me a call. Your prompt attention to this matter will be appreciated. Thank you.

Sincerely,

Chris Niehaus
Forester, Wisconsin DNR
(715) 476-3890

cc. County Forest / Public Lands Specialist
Forest Superintendent or Property Manager
Forestry Team Leader
Bureau of Legal Services



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

June 20, 2004

Joe Spruce Logging
Rt. 1
Butternut, WI. 54514

Subject: Late Interest Penalty – Timber sale #166-Hay Creek Wildlife Area

Dear Mr. Spruce,

On April 1, 2004 you were issued invoice# 2621166-9 (copy attached) for stumpage due on Sale #166 – Hay Creek Wildlife Area in the amount of \$700.00. Payment was not received by the due date of May 1, 2004. You were notified by certified letter dated May 10, 2004 of the implications of the late payment, including the accrual of late interest penalties at the rate of 1.5% / 30 days for the past due stumpage.

I have since received your \$700.00 stumpage payment. Thank you. Payment was received on June 15, 2004 and late payment interest charges in the amount of \$15.75 are due and payable immediately to myself or directly to:

State of Wisconsin DNR
Timber Sales
P.O. Box 93885
Milwaukee, WI. 53293-0885

Please include the invoice number on your check and a copy of this letter with your payment.

Contact me with any questions.

Chris Niehaus
DNR Forester
715-476-3890

CC: Bureau of Finance – FN/1



Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name
RABES LAKE FISHERY AREA

Sale # **3408-207** Trans. # **9** Date **10/10/2007**

Sales Tax Exempt Yes No

Contractor
JOE SPRUCE LOGGING

Address
RT. 1

City, State, Zip Code
BUTTERNUT, WI. 54514

Bid Bond Perf. Bond \$

Bond Transfer From Sale # \$

ILC CD Assignment of Savings \$

Assurance Bond Certified Check or Money Order \$

Bank/Bonding Co.

Address

City, State, Zip Code

*Starting Balance of Your Account \$ **0**

*Amount Transferred From Sale # \$ +

*Stumpage Payment (including advances) \$ + **182.25**

Species								
Product								
Scale Sheet #								
#								
#								
#								
Total CDS MBF Pieces								
Conv. Fact/ Adj. Units								
Value/Unit	/	/	/	/	/	/	/	/
Total Scaled Value		+	+	+	+	+	+	

***CHECK RECEIVED FROM ASSOCIATED BANK AS A DRAW ON LETTER OF CREDIT**

PART OF BOND BEING RETAINED FOR ROAD DAMAGE

Preparer
Jed Avellalemont

Date Prepared
10/10/07

*Total Scaled Value \$ -

Sales Tax \$ -

*Ending Balance of Your Account \$ **0**

Payment Due \$ **0

FOREST TAX

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

Timber Sale Transaction / Remittance
Form 2460-003 (R 5/01)

Property Name RABES LAKE FISHERY AREA			
Sale # 340B-207	Trans. # 9	Remit. #	Date 10/10/07
Basin			

Bird Bond /Perf. Bond						
Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	FR02		985B	ZZZZ	5700	\$

JOE SPRUCE LOGGING
RT 1
BUTTERNUT, WI. 54514

Fund	Org	Sub Org	Appr	Actv	Rev Src BS Acct	
212	FG02		178 R	ZZZZ	8000	\$ 182.25
						9200.21

***CHECK RECEIVED FROM ASSOCIATED BANK
AS A draw on letter of Credit**
**PART OF BOND BEING RETAINED
FOR ROAD DAMAGE**

Preparer Jed Avellalemant
Date Prepared 10/10/07
Remitter Jed Avellalemant
Address 223 E. STEINFEST RD.
City, State, Zip Code ANTIGO, WI. 54409-2777

\$ **0**

FINANCE

CHAPTER 90

GATHERING RIGHTS

The gathering of miscellaneous forest products by Chippewa treaty rights participants is regulated by subch. IV, ch. [NR 13](#), Wis. Adm. Code. The manager of a Department property shall respond within 14 days to a request for gathering from a treaty rights participant.

The Department may not deny a request to gather miscellaneous forest products on a Department property unless the gathering is inconsistent with the management plan for the property, or gathering will conflict with the pre-existing rights of a permittee, or other person, who has an approval to conduct an activity on the property, or is inconsistent with conservation, public health or safety.

The permits are to be issued using the following Department forms:

Bark Gathering	- Form 2400-105
Bough Gathering	- Form 2400-106
Firewood Gathering	- Form 2400-107
Lodge Pole Gathering	- Form 2400-108
Sap Gathering	- Form 2400-109
Miscellaneous Gathering	- Form 2400-110

Refer to subch. IV, ch. NR 13 for more information.

CHAPTER 100

TIMBER SALE PRINTOUTS

GENERAL

A computer system of timber sale records was implemented in Fiscal Year '83. Timber sale printouts provide quarterly, fiscal and calendar year summaries of the timber sale activities by property. They may be obtained from any network-connected computer or terminal.

Accuracy and Corrections

Periodic checks of the reports are essential in keeping errors to a minimum. All new transaction (data that has changed since the last report) must be checked for accuracy. Any corrections or changes must be submitted to data entry as soon as possible so future reports are accurate.

Cut-off Dates for Data Entry

Designated "cut-off" dates are established by each regional forestry expert. Timber sales information must be entered in the computer by this date to be included in quarterly and fiscal printouts. This "cut-off date" allows time for reports to be requested, printed, and mailed to the forester in time to complete quarterly reports.

Official Records

The Bureau of Forestry will use computer-generated printouts as the official record of timber sale activities for any given property or period.

Making Special Requests and Analysis

Coordinate requests with the regional forester and the bureau data coordinator. Below are the items stored in the computer for each tract. These are retrievable for any special analysis you may want to make.

DISTRICT
AREA
PROPERTY
TOWN-RANGE-SECTION (1 ONLY)
TRACT NUMBER
SALE NUMBER
DIRECT-ADVERTISED
SCALED-TREE MEASUREMENT
SALE TYPE
CONTRACTOR NAME/ADDRESS
COMPARTMENT NUMBER
STAND NUMBER AND PREFIX
PRIMARY TYPE
SIZE CLASS
ACRES PROPOSED
ACRES CUT
HARDWOOD/SOFTWOOD
DATE OF LAST REAPPRAISAL
CURRENT CONTRACT END DATE
CONTRACT EXTENSIONS
SPECIES

PRODUCT
TOTAL FACTORS
STUMPAGE RATE
APPRAISED VALUE
ESTIMATED VOLUME
TOTAL APPRAISED VALUE
ADVERTISED VALUE
TOTAL ADVERTISED VALUE
SOLD VALUE
TOTAL SOLD VALUE
PARTIAL REPORTED VOLUME
PARTIAL REPORTED VALUE
FINAL REPORTED VOLUME
FINAL REPORTED VALUE
TOTAL REPORTED VALUE
PROPOSED ACRES-REGENERATION
PROPOSED ACRES-SELECTIVE
ACTUAL ACRES-REGENERATION
ACTUAL ACRES-SELECTIVE
FORESTER APPROVAL DATES

Timber Sale Handbook

Examples of one-time "special" requests you could make:

1. Due to public concerns over clearcutting, the County Forestry Committee wants to know the average size of clearcuts established in a specific township for the last three years in the jack pine timber type.
2. Markets have improved and a local timber industry wants to buy stumpage in your four-county area. They want to know the high, low and weighted average of the advertised price for balsam fir pulpwood, the total volume available, and how many tracts are involved.
3. You are trying to determine by species what percentage of the advertised sales are sold at the minimum advertised price, 10% above the advertised price and 25% above the advertised price.

STANDARD TIMBER SALE PRINTOUTS AVAILABLE

The following programs are available for quarterly, fiscal year, or calendar year reports:

PROGRESS REPORT (S659-25A TO 25C)
STATUS SUMMARY (S659-26A AND 26B)
ACCOMPLISHMENTS (S659-28A AND 28B)
ACREAGE CONTROL (S659-31A)
PUBLIC FOREST TIMBER DRAIN (S659-32A)
CONTRACT EXPIRATIONS (S659-33A)
CONTRACTOR, PROPERTY AND TIMBER SALES (S659-34A)
ACCOMPLISHMENTS - TOTAL TO DATE (S659-35A)
COUNTY AND STATE FOREST TIMBER SALES (S659-36A)
COUNTY AND STATE FOREST - PRODUCT/VOLUME (S659-37A)
PAID FIREWOOD PERMITS (S659-38A)
PAID FIREWOOD PERMITS AND MISCELLANEOUS PRODUCTS (S659-39A)
WISCONSIN COUNTY FOREST ACRES (S659-50A)
COUNTY FOREST TAX ACREAGE BY TOWNS (S659-51A)
COUNTY FOREST LAND ACREAGE (S659-52A)
STATEMENT OF COUNTY FOREST LOAN ACCOUNTS (S659-53A)
COUNTY FOREST SEVERANCE INVOICING (S659-54A)
STATE AID FOR COUNTY FOREST AID FUND (S659-55A AND 55B)

PROGRESS REPORT (#S659-25A to 25C)

General

The Progress Report is a cumulative record of timber sale activity on a property for the reporting period. The report provides general information on sales in the timber bank (A-Notice), sold sales (B-Notice and Partial Report), and sales closed during the present reporting period (Finals). Timber sale data on closed/final sales are stored for 18 months and then purged from the file and stored in a historical data bank. They are retrievable for future use.

Report 25A sorts by tract number for A notices and then alphabetical by contractor.

Report 25B sorts numerically by oldest tract number without regard to sale status or contractor name.

Report 25C sorts numerically by sale number without regard to contractor name.

Definitions

1. The reporting period is determined by the user.

2. Status

A status code is shown for all sales in which activity has occurred since the last quarter, or the sale is past due or due in the next quarter.

3. Contractor

The contractor's name is listed alphabetically by last name (Smith, John) or by corporation name (Consolidated Paper) for sold sales.

A contractor master list is contained on the computer system, and each contractor has been assigned a specific identification number. The list should be updated as addresses change. It is important to be consistent in reporting the contractor name. Any variation will require a new contractor identification number be established.

4. Close-No Sale

Indicates an established timber sale was not sold and was removed from the timber bank. It is no longer available for purchase.

5. Tract Number

The tract number is assigned at establishment. Tract numbers are consecutive numbers identified by the calendar year of establishment. Example: 1-94, 2-94, 3-94.

A tract number can be used only once.

Unsold sales (A-Notice) are printed in numeric order with the oldest tract listed first.

6. Sale Number

Sale numbers are assigned by the property in continuous consecutive order when the sale is sold. Sold sales are sorted first by contractor and then by sale number in Report 25A.

7. Dates

The month and year are shown that a sale changed status (A-notice, B-notice, Partial/Final Report). This **date is the month/year the forester signed the form**.

8. Established Acres

The acres of the established sale (A-notice).

9. Volumes

All volumes are estimated until a partial/final report is filed.

10. Total Values

Displays the estimated and actual volumes reported in partial/final report.

11. OR/UR Acres

Displays actual acres harvested as reported on final report.

12. OR/UR %

Displays percentage of actual acres harvested divided by the estimated harvest acres.

STATUS SUMMARY REPORT (#S659-26A and 26B)

General

The Status Summary Report is a compilation of the Progress Report with sales sorted according to their last stage of accomplishment. It is separated into four categories: A-Notice (timber bank), B-Notice (Sales Under Contract), Partial, and Finals. Within each of these categories the data is sorted into the date range and other category.

Report 26A is for a single property.

Report 26B is for combined properties.

Definitions

1. Status

This is defined as the last level of accomplishment approved in the reporting period. For example: If a timber sale has been approved at the A-Notice only, its status is A-Notice. Similarly, if a sale has been closed, its status is a Final.

2. Acres

The total proposed acres are shown until the final report is submitted. When a sale is closed, the total actual acres are indicated.

3. Volumes

All volumes are estimated until a partial/final report is submitted.

Total \$ Values

1. Estimated

The total appraised value of the sale.

2. Contracted

The sold value is indicated.

3. Receipt

This is the actual value received as indicated on a partial or final report.

ACCOMPLISHMENTS REPORT (#S659-28A and B)

General

The Accomplishments Report provides the total number of sales, acres, volumes and values which were established, sold, partial, or closed. It is divided into two sections: last three months accomplishments and total-to-date for the period selected. Report 28A is for a single property, and 28B is for combined properties. Calendar and fiscal year summaries may be run.

Definitions

1. Accomplishment

An accomplishment is defined as the completion of one of the four stages (A-Notice, B-Notice, Partial, Final) in the timber sale procedure.

A timber sale can have one or more accomplishments during a reporting period.

Example 1 - If your sale was established last reporting period, but sold this reporting period, credit would be given only for accomplishing a B-Notice.

Example 2 - If your sale was established, sold, and closed this reporting period, credit would be given for accomplishing an A-Notice, B-Notice, and Final.

2. Acres

The proposed cut acres are shown for A-Notices, B-Notices and Partial. The acres actually cut are indicated for finals.

3. Total Volumes

All volumes are estimated until partial/final report is submitted. The actual reported volume is then shown.

Total \$ Values

1. Estimated

This is the total appraised value of all sales for the reporting period. When you submit a B-Notice in the same reporting period, the estimated value is shown in the contracted value.

2. Contracted

This is the value of all sales under contract.

3. Receipt

This is the actual value received as submitted on partial/final reports.

4. Closed-No Sale

Accomplishments are credited for establishing these sales at the A-Notice stage in the appropriate period; however, credit is not given for closing the sale or for volumes and values.

ACREAGE CONTROL REPORT (#S659-31A)

General

The Acreage Control Report is a cumulative record of the number of sales and acres by timber type which have been established, sold, or closed during the reporting period. The resource need is based on forest reconnaissance and computer generated on a calendar year basis. The annual schedule indicates your negotiated annual work plan.

Definitions

1. Report Period is specified by the user.

2. Timber Types

Timber types are listed in alphabetical order. Only types associated with your property will be shown.

3. Resource Needs

Generated from Forest Recon (management activities scheduled by year). Includes acres scheduled for harvest and intermediate thinning for the calendar year. This data represents intensive forest management.

4. Annual Schedule

This is the adjusted allowable cut by timber type as determined in annual work planning. These goals will be entered annually in July after the annual property meeting by each property manager or liaison forester (counties).

5. Number of Sales

This is the number of sales that are in a given status (A-notice, B-notice etc.) during that reporting period. Sales are only counted in one category.

6. Acreage by Type

The acres of sales by timber type and sale status.

7. Timber Bank

These are A-notice sales by species that were established before the reporting period.

8. Volume Available For Sale

This shows all unsold volume by species as of the end of the reporting period.

TIMBER DRAIN REPORT (#S659-32A)

General

The Timber Drain Report is a summary by species of the total volume harvested and reported for closed sales only (Finals). These figures do not include uncut or unutilized volumes.

Volumes are reported in three categories: hardwoods, softwoods, and property total. Cord equivalents are calculated according to the product conversion factors established in this Handbook.

CONTRACT EXPIRATIONS - TIMBER SALES REPORT (#S659-33A)

General

The Contract Expiration Report shows sales (state-owned lands are required, county forest are optional) which will expire during the current reporting period, or have already expired and no contract extension has been submitted, or will expire within the next 3 month period. The report also shows the timber sale bond expiration dates.

The expiration date is taken from the original contract or contract extension form.

Definitions

1. Contract Sign Date

This is the date the original or extended contract was signed. Sales are listed in order by contractor name.

2. Y

The "Y" indicates the contract or the bond has expired and no extension has been submitted. The sale must be closed or extended immediately.

ACCOMPLISHMENTS - TOTALS REPORT (S659-35A)

General

The Accomplishments - Totals Report shows the gross totals for the user selected date range by timber sale status for each property in the region.

Definitions

1. Annual Schedule Goal

Displays the totals from the Acreage Control Report.

2. Accomplishments Within Date Range

Displays all property total within that selected reporting period.

3. Status Summary

Displays all A-Notice and all contracted sales.

COUNTY AND STATE FOREST TIMBER SALES REPORT (S659-36A)

General

The report displays information on county and state timber sales by fiscal or calendar year.

Definitions

1. No. Sold Sale

All sales sold within the given year.

2. No. Compl. Sale

All sales completed within the given year.

3. Cut Acres

Total acres harvest as reported by final reports.

4. Avg. Sale Size

Total cut acres divided by the number of final reports.

5. Total \$ Value

Total final values reported.

6. Avg. \$/Sale

Total reported value divided by the number of final reports.

7. Avg. \$/Cord Equiv.

Total reported value divided by the total cord equivalents.

8. \$/Cut Acres

Total value divided by the cut acres.

9. Cord Equiv./Cut Acres

The total cord equivalents divided by the cut acres.

10. \$/Property Acres

The total value divided by the property acres.

TIMBER SALES ON COUNTY AND STATE FOREST REPORT (S659-37A)

General

All county forest and state forest timber sales closed between the selected date range, normally this report is generated on a fiscal/calendar year basis. The report display the number of sales and the associated volumes by major species or products and total value.

Definitions

1. All Sawlogs

Displays all volume reported as logs.

2. Volume of Cords

Itemizes the major species and summarizes the rest in "other species". If the volume was reported as fire wood, Christmas trees or other piece products, it is converted to cord equivalents and summed by the product type.

SUMMARY OF PAID FIREWOOD ON ALL STATE LANDS REPORT (#S659-38A)

General

Provides a statewide historical total of all firewood sold on state lands, including dollar amount, cords and number of permits.

PAID FIREWOOD PERMITS AND MISCELLANEOUS FOREST PRODUCTS FOR ALL STATE OWNED LANDS
REPORT (#S659-39A)

General

Provides a user selected date range summary of firewood and Christmas trees, including the number and amounts of revenue for all state lands listed by property.

WISCONSIN COUNTY FOREST ACRES REPORT (S659-50A)

General

The report is generated on a fiscal year basis by the central office showing the acres of each county forest entered under s. [28.11](#), Wis. Stats. The report lists regular and special use entry categories of county forest lands.

Timber Sale Handbook

S659-50A

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Forest Tax Section - Report 11
Wisconsin County Forest Acres as of JULY 01, 1994

COUNTY	CO. FOREST LANDS	SPECIAL USE LANDS	TOTAL ACRES
ASHLAND	8,022.27	0.00	8,022.27
BARRON	1,000.00	0.00	1,000.00
BROWN	340.00	0.00	340.00
TOTALS	9,362.27	0.00	9,362.27

ROBERT J. MATHER
WI. DNR BUREAU OF FORESTRY
COUNTY FOREST SPECIALIST
April 21, 1994

COUNTY FOREST TAX ACREAGE BY TOWNS REPORT (S659-51A)

General

This report is generated by the central office once each fiscal year and distributed to facilitate the payment of the county forest timber revenues to those local townships that contain county forest lands.

Definitions

1. The report is sorted by county and town.
2. DOA Code

This represent the code assigned by the State Department of Administration to each county and township.

3. Percent

This is the percent of a particular county's lands entered as county forest lands that is within that legal township.

COUNTY FOREST TAX ACREAGE BY TOWNS
AS OF JULY 01, 1993 (FOR FISCAL YEAR 1994)

COUNTY	DOA CODE	TOWN	TOWN ACREAGE	PERCENT
NORTHERN REGION				
Ashland	02 002	AGENDA	2,960.70	36.91
Ashland	02 012	<u>JACOBS</u>	<u>5,061.57</u>	<u>63.09</u>
Ashland		TOTAL	8,022.27	100.00
Barron	03 206	<u>BARRON</u>	<u>1,000.00</u>	<u>100.00</u>
Barron		TOTAL	1,000.00	100.00

COUNTY FOREST LAND ACREAGE REPORT (S659-52A)

General

This data is maintained by and the report is generated by the central office once at the beginning of the fiscal year. Others may view any of the data, but it may only be updated by the central office. The report provides a detailed listing of all of the lands entered as county forest by county, township and legal description. Corrections or errors in any legal description should be reported to the central office County Forest Specialist.

Definitions

1. Township/Range/Section

This report is sorted alphabetically by county and township name. The report display the legal description for each description entered as county forest.

2. Legal Description

The descriptions are sorted numerically by township, range, section and by the Department assigned code, i.e., D001-NENE, D002-NWNE. Note: Each code has a verbal description associated with it.

3. Additional Description

Other types of exclusions that are associated with the legal description are shown on the line such as Except ROW, N1/2, S1/2. Each of the descriptions has a Department assigned code.

4. Regular Acres

List the exact acres entered as regular entry under the county forest law to 2 decimal places.

5. Special Acres

List the exact acres entered as special use entry under the county forest law to 2 decimal places.

6. Entry Date

Displays the date the lands were entered into the county forest law. All years previous to 1993 were assigned a month and day of Jan 01 during the computerization of the data since only the year was list historically. All future entries will display the exact day the entries were approved by the Department.

STATEMENT OF COUNTY FOREST LOAN ACCOUNTS REPORT (S659-53A)

General

This report displays all county forest state aid loan accounts on a fiscal or calendar year basis. The data is maintained and the report is generated by the central office. Others may view any of the data, but it may only be updated by the central office. The data file contains all of the historical loans and county repayment transactions since the beginning of the county forest program. The data is sorted by county and date of transaction. This data file also contains any outstanding loan repayments that have been invoiced but not received by the state.

Definitions

1. The report separates the data into three categories, variable acreage share loans, project loans and balance owed. The first two categories are further broken down into DNR issued and county repayments.

2. Tot to Date

This is the total amount loaned or repaid since the beginning of that county's participation in the county forest program.

3. The project loan repayment amounts "total to date" are very small because this figure was not required to be tracked until 1993. All of a counties historical repayments were credited against the variable acreage loan amount. All repayment since August 1993 must be split between the Variable Acreage Share and Project Loans. This split is calculated by the computer based on the percentage of that type of loan balance due the state.

4. Balance Owed DNR

This is the outstanding loan amount as of the end of the fiscal or calendar year.

COUNTY FOREST SEVERANCE INVOICING (S659-54A)

General

Report 54A consists of 4 individual parts that are all part of billing (invoicing) a county for severance due to repay their loan. This report is generated monthly by the central office from data entered in the field from the Timber Sale Cutting Notice/Reports (Form [2460-1](#)). Any time a partial or final report is submitted (data entry) for a county forest timber sale since the last billing date, all or part of report 54A will be generated.

Definitions

1. Severance Share Statement

This statement will show the total value of forest product reported from the entered partial/final timber sales during the billing period and the 20% due the state if the county has an outstanding loan balance.

2. Severance Share Invoice

This invoice is generated displaying the actual debt balance owed as of the date of the invoice. The invoice also indicates the total value of forest product covered by this billing and the amount owed the state, if any. The invoice also displays the split of the payment being received between variable acreage share and the project loan.

3. Listing of Timber Sales Covered by this Billing

A sheet is provide that accompanies the invoice that itemizes the sale number, sale type (partial/final), and the \$ amount of each sale associated with this invoice.

4. List of Severance Share Tax Due

This report provide a listing of counties, invoice numbers, amounts and invoice due dates for each month severance billing. This list is utilized by the Forest Tax Section to tract overdue invoices.

Timber Sale Handbook

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

SEVERANCE SHARE

ASSESSMENT OF SEVERANCE SHARE ON WOOD
PRODUCTS CUT FROM COUNTY FOREST LANDS
OF COUNTY: ASHLAND

ASHLAND COUNTY HAVING TRANSMITTED TO THE DEPARTMENT OF NATURAL RESOURCES THE FOLLOWING REPORTS OF MERCHANTABLE TIMBER AND WOOD PRODUCTS CUT FROM LANDS ENTERED UNDER THE COUNTY FOREST LAW IN ACCORDANCE WITH SECTION 28.11 OF THE WISCONSIN STATUTES, THE DEPARTMENT OF NATURAL RESOURCES DETERMINES THE SEVERANCE SHARE THEREON TO BE AS FOLLOWS:

THE TOTAL SALES VALUE OF THE ATTACHED CUTTING REPORTS OF WOOD PRODUCTS FROM COUNTY FOREST LANDS IS:	\$414,178.60
---	--------------

A SEVERANCE SHARE OF 20 PERCENT OF THE TOTAL STUMPAGE VALUE IS DETERMINED AS PROVIDED BY SECTION 28.11(9)	\$29,481.50
---	-------------

THE ABOVE SEVERANCE SHARE IS DUE AND PAYABLE TO THE STATE DEPARTMENT OF NATURAL RESOURCES, MADISON, WISCONSIN BY FEBRUARY 28, 1995.

DATE AT MADISON, WISCONSIN: JANUARY 03, 1995

STATE DEPARTMENT OF NATURAL RESOURCES

BY:

BUREAU OF FORESTRY
FOREST TAX SECTION

COUNTY CLERK (S65954A)

Timber Sale Handbook

FORM 9300-27, REV. 6-94

COUNTY FOREST SEVERANCE SHARE INVOICE

DATE: JANUARY 03, 1995

INVOICE NO: FR 111

INQUIRIES: FOREST TAX SECTION
608-266-3841

ELAINE A. STIBBE
COUNTY CLERK
COURTHOUSE 201 2ND ST. W
ASHLAND WI 54806

BILLING CENTER NO: 9005
SUB PROGRAM: FORESTRY
SUB UNIT: FOREST TAX

THE ACTUAL BALANCE OF YOUR FORESTRY ACCOUNT AT THE ABOVE DATE IS \$29,481.50.

THE TOTAL SALES VALUE OF THE ATTACHED CUTTING REPORTS OF WOOD PRODUCTS FROM COUNTY FOREST LAND IS: \$414,178.60

A SEVERANCE SHARE OF 20 PERCENT OF THE TOTAL STUMPAGE VALUE IS DETERMINED AS PROVIDED BY SECTION 28.11(9), WIS. STATS.

SEVERANCE SHARE DUE \$29,481.50

THE ABOVE SEVERANCE SHARE IS DUE AND PAYABLE TO THE STATE DEPARTMENT OF NATURAL RESOURCES, MADISON, WISCONSIN BY FEBRUARY 28, 1995.

MAKE CHECK PAYABLE TO:
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
ATTENTION: BUREAU OF FINANCE
P.O. BOX 7921
MADISON, WISCONSIN 53707-7921

IMPORTANT: TO INSURE PROPER CREDIT TO YOUR ACCOUNT, RETURN A COPY OF THIS INVOICE WITH YOUR PAYMENT.

212-ZZFR-DER-ZZZZ-6810.13 (VAR)	\$5,856.96
212-ZZFR-DER-ZZZZ-6810.14 (PRG)	\$23,624.54

COUNTY CLERK (S65954A-1)

Timber Sale Handbook

COUNTY CLERK
S65954A-4

WIS. DEPARTMENT OF NATURAL RESOURCES
LIST OF SALES COVERED BY SEVERANCE SHARE ORDER

DATE:01/03/95
PAGE:1

LISTING OF TIMBER SALES COVERED BY THIS BILLING FOR COUNTY: ASHLAND

INVOICE NO: FR 111

<u>SALE NO</u>	<u>TRACT NO</u>	<u>SALE TYPE</u>	<u>\$ AMOUNT OF SALE</u>
1	09-93	PARTIAL	4,000.00
2	11-93	PARTIAL	20,000.00
5	05-94	FINAL	390,178.60

Timber Sale Handbook

FOREST TAX SECTION
S65954A

WIS. DEPARTMENT OF NATURAL RESOURCES
LIST OF SEVERANCE SHARE TAX DUE

DATE: 01/03/95
PAGE: 1

<u>COUNTY NAME</u>	<u>INVOICE NO</u>	<u>\$ AMOUNT DUE</u>	<u>DUE DATE</u>
ASHLAND	FR 111	29,481.50	02-28-95
BARRON	FR 112	34,581.50	02-28-95
BAYFIELD	FR 113	5,555,555.55	02-28-95

STATE AID FOR COUNTY FOREST AID FUND REPORT (S659-55A and 55B)

General

These reports show the amount of the variable acreage share loan each county is borrowing in that given calendar year. The report is generated and distributed by the central office.

Report 55A is distributed to the public.

Report 55B is a listing of loan amounts that have been inserted into the county forest law loan ledger file and is designed for internal use only.

Definitions

1. Regular Entry Acreage

Each county may borrow a variable acreage loans in the amount of \$0.00 to \$0.50/acre of regular entry category lands in the county forest program. This column displays those acreages as of June 30th of the previous year.

2. Amount per Acre Received

Lists the amount of the loan on a per acre basis.

3. \$ Amount

The amount of the loan that is then applied to the county's account.

Timber Sale Handbook

S659-55A

WIS. DEPARTMENT OF NATURAL RESOURCES
P.O. BOX 7921
MADISON, WISCONSIN 53707-7921

REPORT 7

PAYMENT YEAR: 1993

STATE AID FOR COUNTY FOREST AID FUND AS PROVIDED UNDER
SECTION 28.11(8)(b) OF THE STATUTES

<u>COUNTY</u> <u>NAME</u>	<u>REGULAR ENTRY</u> <u>ACREAGE</u>	<u>AMOUNT PER ACRE</u> <u>RECEIVED</u>	<u>\$ AMOUNT</u>
ASHLAND	80.00	0.000000	0.00
	80.00		0.00

Acreage as of June 30, 1992

Prepared by Robert J. Mather, 04/21/94

S659-55B

LIST OF RECORDS INSERTED INTO FR_CFL_LOAN-LEDGER

OBS	TRANS-NO	DNR_CNTY	TRANTYPE	DNR_PAY	ENTRY_DT
1	29	2	A	970.6	01-03-1994
2	30	3	A	800.0	01-03-1994

CHAPTER 110

TIMBER SALE FILE COUNTY/STATE

A complete and accurate file of your timber sale activities is considered essential for proper follow-up on unforeseen problems. The following list is considered to be minimum acceptable contents of your files.

PROPOSED TIMBER SALES

Proposed sales (A-Notice) are those sales commonly referred to as the "Timber Bank". Complete paperwork for each sale should be filed by tract number, by year, i.e., 1-01 through 64-01, 1-02 through 59-02, etc. Each tract represented in the file should have the following information attached.

- A. Notice and cutting report (Form [2460-1](#)); 2 copies (1 file copy, 1 original routed for approval).
- B. Stand Examination Tally sheets (Form 2400-32).
- C. Timber sale map.

ACTIVE TIMBER SALES

Active timber sales are those in the "B" notice stage. These sales remain in this portion of your file from the signing of the original contract through each subsequent extension until the sale is closed. Each active sale should be filed in its own file folder with the following information on the tab: 1) Contract Number; 2) Contractor's Name; and 3) Compartment Number. You should file these sales numerically by contract number. Each active sale in your file should include the following information, **if applicable**:

	<u>State Forest*</u>	<u>County Forest</u>
A. Notice and Cutting Report (Form 2460-1)	X	X
B. Stand Examination Tally sheet (Form 2400-32)	X	X
C. Timber sale map	X	X
D. Contract and all addendum	X	X
E. Timber Sale Contractor Checklist – Pre-Sale Meeting (Form 2460-009) **	X	X
F. Timber Sale Inspection (Form 2460-2)	X	X
G. All correspondence	X	X
H. Timber Sale Bid Advertisement	X	X
I. Opening of Bids/Timber Sale Award (Form 2400-6)**	X	X
J. Scale Sheets (Form 2400-63)**	X	X
K. Timber Sale Transaction/Remittance (Form 2460-3)**	X	X
L. Lock Box Tickets and Mill Scale Slips	X	X
M. Timber Sale Ledger (Form 2460-6)**	X	X
N. Timber Sale Journal (Form 2460-5)**	X	X
O. Worker’s Comp. Insurance Certificates (entire contract period)	X	X
P. SFI Training Standard (FISTA) Certificates (entire harvest period)	X	X
Q. Letter of Credit (entire contract period)	X	X
R. Timber Sale Close-Out Transaction (Form 2460-4)**	X	X
S. Property boundary documents (cutting- line agreements, surveys, etc.)	X	X

* State Forest, including all state owned lands (i.e. state forest, fish, wildlife, parks)

** Note: In addition to DNR Form 2460-1 already used by the counties, the county should retain in their file information equivalent to that contained in the specific DNR form referenced.

COMPLETED TIMBER SALES

Completed timber sales are those on which the contract has been terminated and no further extensions will be awarded. Completion of a Department audit will reduce the number of items required to be retained in your files.

Your completed sales should be filed by contract number. A control sheet **may** be maintained indicating the year of closure, **or this information can be retrieved from WisFIRS**. The following items should be in your files, **if applicable**.

	<u>State Forest</u>		<u>County Forest</u>	
	<u>Unaudited</u>	<u>Audited</u>	<u>Unaudited</u>	<u>Audited</u>
A. Notice and Cutting Report (Form 2460-1)	X	O	X	O
B. Stand Examination Tally sheet (Form 2400-32)	X		X	
C. Timber sale map	X	O	X	O
D. Contract and all addendum	X	O	X	O
E. Timber Sale Contractor – Pre-Sale Meeting (Form 2460-009) **	X		X	
F. Timber Sale Inspection (Form 2460-2) **	X		X	
G. All correspondence	X	O	X	O
H. Timber Sale Bid Advertisement	X		X	
I. Opening of Bids/Timber Sale Award (Form 2400-6)**	X		X	
J. Scale Sheets (Form 2400-63)**	X		X	
K. Timber Sale Transaction/Remittance (Form 2460-3)**	X		X	
L. Lock Box Tickets and Mill Scale Slips*	X***		X***	
M. Timber Sale Ledger (Form 2460-6)**	X		X	
N. Timber Sale Journal (Form 2460-5)**	X		X	
O. Worker’s Comp. Insurance Certificates (entire contract period)	X		X	
P. SFI Training Standard (FISTA) Certificates (entire harvest period)	X		X	
Q. Letter of Credit (entire contract period)	X		X	
R. Timber Sale Close Out Transaction (Form 2460-4)**	X		X	
S. Property boundary documents (cutting- line agreements, surveys, etc.)	X		X	
T. Timber Sale Close-Out Checklist (Form 2460-013)	X			

* These tickets and slips may be stored in a separate location but should be part of an organized system.

** Note: In addition to DNR Form 2460-1 already used by the counties, the county should retain in their file information equivalent to that contained in the specific DNR form referenced.

*** Lock box haul tickets can be used as Chain of Custody (COC) documentation for hauling certified forest products. As per FSC and SFI COC standards, these should be maintained for a period of 5 years after a sale is completed.

DESCRIPTION OF TIMBER SALE RECORDS

Timber Sale Notice and Cutting Report (Form [2460-001](#))

The original form is filed at the field station as a permanent timber sale record after data entry processes the form and returns it.

Stand Exam Tally Sheets (Form [2400-32](#))

Stand exam tally sheets (Form [2400-32](#)) or equivalent cruise documentation should be kept in the sale file.

Timber Sale Map

A copy of the timber sale map is filed as a permanent timber sale record.

Timber Sale Contract (Form [2400-005](#) and all amendments)

The original copy is filed at the field station as a permanent timber sale record.

Timber Sale Contractor Checklist – Pre-Sale Meeting (Form [2460-009](#))

This form should be utilized to document that all pertinent issues have been discussed on a sale prior to the contractor starting work and should be included in the timber sale file. Alternate documentation such as a detailed harvest inspection record may also be sufficient.

Timber Sale Inspection (Form [2460-002](#))

This form should be maintained in the timber sale folder as a record of the progress of the sale and of the inspections conducted. If a Timber Sale Contractor Checklist – Pre-Sale Meeting (Form [2460-009](#)) was used this should be maintained in the sale folder as well.

All Correspondence

All correspondence, letters, email, etc., between the seller and purchaser should be retained in the sale file.

Timber Sale Bid Advertisement

A copy of the timber sale bid advertisement should be included in the timber sale folder for each sale or in a central file for the property or field station to document advertisement. An affidavit of publication may be requested from the newspaper when the ad is placed to serve as this documentation. If a copy of the ad is used, ensure that the date of publication is included.

Opening of Bids and Timber Sale Award (Form [2400-006](#))

This form should be maintained in the timber sale folder as a record of the bids received and the winning bidder for a timber sale.

Scale Sheets (Form 2400-63), Haul Tickets (Form 2400-130 or 2400-129), and Mill Scale Slips

All scale documents including field scale sheets, forest product haul tickets, and mill scale slips from receiving mills should be maintained in the sale file. Haul tickets can be used as Chain of Custody (COC) documentation for hauling certified forest products. As per FSC and SFI COC standards, these should be maintained for a period of 5 years after a sale is completed.

Timber Sale Transaction/Remittance (Form 2460-003)

Each timber sale transaction is processed using this form. It provides a receipt for the contractor, remittance of funds to Bureau of Finance, a duplicate transaction record to the Forest Tax Section and a record in the timber sale folder of each transaction.

Timber Sale Ledger (Form 2460-006)

After each Timber Sale Transaction/Remittance, Form 2460-3, has been made out, the total amount shall be entered in the ledger. All receipts shall be entered and the balance computed. A copy is maintained by the Forest Tax Section.

Timber Sale Journal (Form 2460-005)

The Timber Sale Journal shall be used to record information regarding products which have been scaled and recorded on Scale Sheet, Form 2400-63. Entries shall be made following each scale. This will be maintained by the DNR employee who is responsible for the sale. This form is filed in a Timber Sale folder for each sale.

Timber Sale Contractor Records

Keep copies of the following records from a timber sale contractor either in the sale folder or a central file for the property or field station to document performance, letters of credit, worker's compensation, FISTA training certification, and any other required documentation (such as sales tax certificates, affirmative action plans, access agreements, etc.)

Certificate of Insurance

The original Certificate of Insurance documenting worker's compensation coverage is filed in the sale folder or a central file at the field station as a timber sale record. Documentation should cover the entire contract period and should be maintained until the property has been audited.

Contractor SFI Training Standard Certificate (FISTA)

A copy of the FISTA training certificate or web printout documenting fulfillment of the SFI training standard for the active harvest period of the sale should be filed in the sale folder or a central file at the field station and maintained until the property has been audited.

Letters of Credit

The original Letter of Credit, if one is provided as a performance bond, is filed in the sale folder or a central file at the field station as a timber sale record. Documentation should cover the entire contract period and should be maintained until the property has been audited.

Timber Sale Close Out Transaction (Form [2460-004](#))

A validated copy of this form is filed in the individual timber sale file as a record indicating final disposition of a cash performance bond and excess stumpage payment.

Property boundary documents

Documents related to property line locations and cutting line establishment should be included either in the individual sale file or a central file for the property or field station; including, survey maps, correspondence with adjacent landowners, cutting line agreements and other pertinent documents.

Timber Sale Close-Out Checklist (Form [2460-013](#))

To be filled out at the sale closing, with the original kept in the local file.

Forest Products Permit (Form [2460-008](#))

To be used for remittance of Forest Products Permits. The General Remittance Sheet (Form [9300-29A](#)) may also be used. All permits on a property will be totaled and reported once a year by December 30 on a completed Form 2460-001, as a final report for that calendar year. The volume sold by species and product, sales value, acreage (if applicable), and number of permits involved will be listed on one Form 2460-001 per property. Individual permits do not need to be attached to Form 2460-001.

**DEPARTMENT OF NATURAL RESOURCES
Madison, Wisconsin**

PUBLIC NOTICE

Invitation for Bids on the

NORTHERN HIGHLAND-AMERICAN LEGION STATE FOREST

Fall, 2000

Sealed bids will be received by the Forest Superintendent, Northern Highland-American Legion State Forest, at the **Boulder Junction Community Building**, Boulder Junction, Wisconsin up to 1:30 PM on Wednesday **November 8, 2000**, for eleven (11) tracts and up to 1:30 PM on Wednesday **December 15, 2000**, for those tracts not sold.

A timber sale prospectus and detailed information including maps of each tract, as well as required bid forms and copies of sample contract forms, can be obtained by contacting the Forest Superintendent at the Trout Lake Forestry Headquarters or by calling (715) 385-2727.

There are eleven (11) tracts of timber for sale on November 8, 2000. These tracts are located in T38N-R6E, Section 4; T38N-R7E, Section 10; T38N-R9E, Sections 8 and 17; T39N-R7E, Sections 17, 20 and 21; T39N-R8E, Sections 13 and 14; T41N-R6E, Sections 9 and 16; T42N-R6E, Sections 14, 15, 22, 23, 24, 27, 35 and 36; T42N-R7E, Sections 19 and 20; T42N-R8E, Section 12; T42N-R6E, Sections 9 and 10; and T42N-R6E, Sections 27, 35 and 36.

These tracts comprise a total of 925 acres and contain the following estimated volumes:

Species	Pulpwood	Sawtimber
White Pine	60 Cords	70 MBF
Red Pine	2150 Cords	335 MBF
Jack Pine	2340 Cords	--
Balsam Fir	245 Cords	--
Spruce	150 Cords	--
Aspen	4080 Cords	--
Oak	--	25 MBF
White Birch	--	--
Mixed Hardwood	3470 Cords	15 MBF
Totals	12,495 Cords	445 MBF

Timber Sale Handbook

Bids must be submitted on Department "Timber Sale Bid" forms. Timber sale bidders will be given credit on their bid for utilization of trees smaller than normal top diameters.

Contractors desiring to bid on more than one tract must submit separate bids and bid bonds for each tract. Minimum bid bond and performance bond is specified in the prospectus for each tract.

The Department of Natural Resources reserves the right to reject any or all bids. Bids will be opened publicly at the Boulder Junction Community Building at 1:30 PM on the dates specified at the beginning of this notice.

A certificate of insurance showing proof of "Worker's Compensation Law" compliance is required to be in the Department's file prior to the beginning of any work on a contract area. The certificate on file must cover the contract period and all employees working on the sale area.

BID BOND POLICY

The check you submit with your bid is considered a bid bond.

Your check that you submit with your bid will be cashed and submitted to the State Treasury if you are the high bidder. Unsuccessful bidders will have these checks returned and will not be cashed. Even though you desire to use a surety bond, irrevocable letter of credit, etc., as a performance bond you must realize that the check you submit with your bid will be cashed if you are the successful bidder.

We will refund your money when you submit a letter of credit or similar bond assurance but it will take 60-90 days for the refund to get back to you.

Please call us before the bid opening if you have any questions.

State of Wisconsin
Department of Natural Resources
For the Secretary

By: **Steven Petersen**
NH-AL State Forest Superintendent

DEPARTMENT OF NATURAL RESOURCES

Madison, Wisconsin

PUBLIC NOTICE

NORTHERN HIGHLAND-AMERICAN LEGION
STATE FOREST

Invitation for Bids
Spring 2014

NHAL State Forest sales are certified as Sustainable Forest Products by FSC and SFI. Our SFI number is 1Y941-S1 dated May 5, 2004. The FSC number is SCS-FM/COC-00070N dated May 3, 2004.

Sealed bids will be received by the Forest Superintendent, Northern Highland-American Legion State Forest, at the Trout Lake Forestry Headquarters, Boulder Junction, Wisconsin, up to 1:00 p.m. on **Wednesday, May 14, 2014**, all tracts on the Northern Highland-American Legion State Forest. In addition to the NHAL, Oneida County, scattered State Lands have two tracts up for bids.

Those tracts not sold on **Wednesday, May 14th** will be re-advertised at the Fall 2014 bid opening. Any tract not sold in two bid openings may be sold directly to responsible buyers at or above the current appraised value.

Bidding will close at 1:30 p.m. at the Boulder Junction Community Center. No bids will be accepted past 1:30 p.m. on May 14 for state sales.

PROCEDURE FOR BID OPENING

The order of public reading of the timber sale bids will be done on a random basis. It will not be in tract order of first to last as in the past. At any time up until a sale is read out loud, bidders may pull their bid(s) from consideration. This can be done in person, by calling someone present at the bid opening to do this or by written instructions presented to the DNR forester conducting the bid opening procedures. It can not be done after the tract results are announced. We hope this will make a better bid process for all.

BIDDING FOR STATE TIMBER SALES

Please note that there is a minimum total bid value listed for each sale. State sales only require that the minimum total bid price be met or exceeded.

- An acceptable bid must have a price for each specie and product listed on every sale.
- Only the total has to meet the minimum total bid price advertised to be accepted as a valid bid.

Please be aware that the following items are of significant importance to successful contract compliance:

1. Be sure to read all of the conditions for each sale carefully. Failure to do so may result in financial penalties.
2. Maintenance of Worker's Compensation Certificate.
3. Maintenance of surety bond and/or letters of credit for **four (4)** full years.
4. Satisfactory compliance of all requirements and specifications listed in the contract, including:
 - A. Successful purchasers of Northern Highland-American Legion State Forest stumpage will need to ensure

that the actual logging contractor complies with the Wisconsin Sustainable Forestry Initiative (SFI) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). This will be required prior to starting sale (contract signing).

- B. Beginning with contracts dated January 1, 2004 and later, the State of Wisconsin will continue the 30 day payment policy. Payments for scaled wood or haul ticket wood leaving the job must be received within 30 days of billing date. If a payment is later than 30 days, then a late interest penalty will apply. Violations of payment provisions will result in contractor having to pre-pay for the remainder of that particular sale. A violation for that contractor will also be logged onto the pre-payment only list, which will require all payments on state timber sales be pre-paid for a two year time period. Successful completion of pre-payments for 2 years will remove the contractor from the list and they can again have a 30-day payment privilege. No advance stumpage is required unless the sale is designated lump sum.
 - C. The cutting of all trees specified on the timber sale map, which is part of the contract.
 - D. Prompt and proper treatment of all slash where required. It is the responsibility of the timber contractor to spread out all landing debris (slasher ends, stumps, slash, etc.) over the sale area to within two feet of the ground concurrently with hauling.
 - E. Liability to pay double the mill value payments for unmarked or undesignated timber cut or damaged through negligence or carelessness.
 - F. All pulpwood will be sold by the ton on a mill ticket system. Scaling requests can be made for firewood and/or 10 MBF of sawlogs. Some sales have pulpwood and sawlogs combined into pulpwood tons.
 - G. All pine products cut between May 1 and September 1 each year must be removed from sale area within three (3) weeks from time of cutting. This is to limit the risk of pine engraver damage.
 - H. We will continue the policy change in the extension of expired contracts. The first six month extension will have a 5% increase of bid value and any subsequent extensions will include an additional 10% increase per extension. Please consider this when bidding and scheduling timber sale work on state forest lands.
5. Winning bidders will have 6 weeks from the date of the bid to submit an acceptable performance bond to the department. If the winning bidder fails to execute the contract and submit an acceptable performance bond, the bidder shall be required to forfeit to the department an amount equal to 10% of the total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid on any state timber sales for a two year period. .
6. **Fuel wood removed from harvest areas will be sold at \$2.00 per ton unless it is on the prospectus at a bid price per unit. Fuel wood can only be harvested in approved biomass harvest sales.**

Fuel wood is defined as dead trees, unmerchantable parts of trees, and wood less than 4” diameter on marked or designated trees that are utilized as fuel. Only if the harvest area is a forest production area classification and have soils that can sustain this activity, can fuel wood material be utilized. Fuel wood harvest and sale will only be allowed on sales marked, “Biomass Harvest Approved”.

The above-listed items will continuously be scrutinized and evaluated for compliance throughout the time of the contract. Failure to comply with the above-listed or other contract conditions may result in contract closure and may jeopardize your opportunity to bid on future timber sales.

Any questions regarding NH-AL State Forest timber sales should be directed to the foresters at either the Trout Lake Forestry Headquarters (715) 385-2727ext 111 or the Woodruff DNR Annex (715) 356-5211ext 258.

NH-ALSF TRACT NO. 7-14
Fred Luke Road

Vilas County

Town 41 North, Range 8 East

Section 13 - All; Section 14 - E½SE, S½NE; Section 23 - NENE; Section 24 - N¼, S½NW

No bid bond is required.

A performance bond equaling the greater of 15% of the total sale bid value or \$1,000.00 will be required.

The cutting area is approximately 705 acres.

The contract period is 3 years.

All trees that will yield one or more 100-inch sticks to a 4 inch top diameter will be cut and used.

ESTIMATED VOLUME (TONS)
MINIMUM TOP DIAMETER

<u>SPECIES</u>	<u>4 inch</u>	<u>Whole Tree</u>	<u>Advertised Price Per Unit</u>
Balsam Fir	1150		\$ 7.20
Spruce ¹	230		\$ 12.80
Aspen	1400		\$ 11.30
Oak ²	1400		\$ 7.70
Mixed Hardwood ³	8450		\$ 8.30
Basswood	330		\$ 4.40

ESTIMATED VOLUME (MBF)

Sugar Maple	80	\$ 236.00
Mixed Hardwood ⁴	60	\$ 123.00
Oak	65	\$ 227.00

Total Minimum Bid Value: \$ 150,426.00

¹ Spruce volume includes approximately 72% Norway spruce, 22% white pine, and 6% red pine. Also includes 6 MBF of potential pine sawlogs.

² Oak pulp consists of 82% red oak, 18% ironwood.

³ Mixed Hardwood pulp is approximately 59% hard maple, 20% red maple, 19% white birch, 2% yellow birch.

⁴ Mixed Hardwood log volume consists of 29 MBF basswood, 21 MBF red maple, and 10 MBF white birch.

Special Conditions:

1. Cutting must be concurrent for all species to be harvested including non-merchantable trees when marked. ⁽⁹⁾
2. Do not cut, knock down or utilize any dead trees. Blown down or tipped trees must remain on site unless marked for cutting. ⁽⁹⁾
3. **Short-wood forwarding only within the entire sale area to avoid damage to residual trees.** ⁽⁹⁾
4. No decking will be permitted along town roads without prior approval from the town. **Also, no landings or decking of wood products will be allowed within 233 feet from the centerline of Hwy K and no equipment will be allowed within 50 feet of the right-of-way.** ⁽¹⁸⁾
5. All pine products cut between May 1 and September 1 must be removed from the sale area within three weeks from time of cutting. Pine products cut during the remainder of the year must be removed prior to May 1 of each year. ⁽³⁵⁾
6. Slash must be lopped and/or scattered to lie within two feet of the ground and be pulled back behind the tree line along all roads, trails, and the power line right-of-way concurrently with cutting. ⁽¹⁶⁾
7. The snowmobile trails must remain free of debris, snow covered during winter, and left in good condition at all times. **Skid trails across the snowmobile trails must be minimized and trucking on the trail must be approved by the DNR forester.** ⁽¹⁸⁾
8. Whole tree utilization or biomass harvesting is **not** allowed. ⁽¹⁰⁾
9. **Harvesting activity will not be allowed from April 15th to July 15th due to oak wilt. Also, no harvesting activity during the spring break-up period due to the heavier soils. Rutting will not be allowed.** ⁽⁹⁾

Timber Sale Handbook

Department of Natural Resources

TIMBER SALE NOTICE AND CUTTING REPORT

Form 2460-001

Rev. 10-09

Data	Est.	Sold	Partial	Completed
Entry	PD	PD		

Region	NOR		Property	Northern Highland S.F.				Code	6	4	7	6	County	Vilas	
Town	Range	Section	Description	Town	Range	Section	Description	Tract Number		16-09		Sale Number		6476 -844	
42N	07E	5	N1/2SE1/4, SENE					Direct		X		Advert.			
								X Scaled				Lump Sum			
Check Type of Sale			Sold To: Witala Vozka Logging W7978 County Hwy. D Westboro, WI. 54490									County Special Use Lands		Number of Permits Issued	
<input checked="" type="checkbox"/>	Regular	<input type="checkbox"/>	Fuelwood												
<input type="checkbox"/>	Salvage	<input type="checkbox"/>	Trespass												
<input type="checkbox"/>	Cut Products	<input type="checkbox"/>	Other												
1.	Compartment Number		12	12	17										
2.	Stand Number		9	P10	3										
3.	Primary	Type	A	PR	A										
		Size/Density	0511 ⁴	0509 ⁵	0511 ³										
4.	Secondary	Type	BW		BW										
		Size/Density	05-11 ²		05-11 ¹										
6.	Acres Proposed by Stand		3	6	42										
8.	Acres Cut by Stand														
7.	Scheduled Cut Year		2009	2010	2007										
8.	Stand Age		80	37	84										
9.	Site Index		68	50	68										
9a.	Habitat Classification		PMV	AQV	PMV										
10.	Management Objective		A	O	A										
10a.	Harvest Type		1	11	1										
11.	Presale Stocking		126	223	120										
12.	Residual Stocking		19	110	19										
13.	Total Proposed Cut Acreage		# of Even aged patches	2	Even Aged Harvest Acres	45	Uneven Aged Harv. & Thin Acres	6	Total Acres	51					
14.	Total Actual Cut Acreage		# of Even aged patches		Even Aged Harvest Acres		Uneven Aged Harv. & Thin Acres		Total Acres	0	Sale Status				
County Forest Only			Administrator Signature			Date	Cutting Report		Administrator Signature			Date			
Notice	Established					Partial									
	Sold					Completed									
Approvals	Established		Sold		Partial Report		Completed								
	Initials	Date	Initials	Date	Initials	Date	Initials	Date							
Property Manager or Liaison Forester															
Forestry Team Leader															
Preparer's Signature									Date Signed						
Contract Ending Date			01-Nov-2011						Bond Expiration Date			01-May-2012			

Timber Sale Handbook

Region	NOR	Property	Northern Highland S.F	Code	6476	County	Vilas	
							Tract Number	16-09
							Sale Number	6476 - 844
16. Species Code	A	MX ¹	PR	PR				
17. Product Code	24	24	24	10				
18. Fell and Buck	0.28	0.28	0.28	0.10				
19. Skidding	0.20	0.20	0.20	0.14				
20. Roads	0.05	0.05	0.05	0.03				
21. Hauling	0.28	0.28	0.28	0.18				
22. Market	0.14	0.14	0.14	0.08				
23. Quality	0.13	0.10	0.09	0.40				
24. Total Appraisals	1.08	1.05	1.04	0.93	0.00	0.00	0.00	
25. Base Stumpage Rate	\$29.20	\$31.10	\$18.00	\$143.00				
26. Appraised Value/Unit	\$31.54	\$32.68	\$18.72	\$132.99	\$0.00	\$0.00	\$0.00	
27. MBF				10.50			10.5	
28. Cords	700	280	100				1080	
29. Tons							0	
30. Fine Woody Material Advertised in 28 / 29	140	60	20				220	
31. Pieces							0	
32. Total Appraised Value	\$22,075.20	\$9,143.40	\$1,872.00	\$1,396.40	\$0.00	\$0.00	\$0.00	
33. Advertised Value/Unit								
Reduced	0%	\$ 31.50	\$ 32.70	\$ 18.70	\$ 133.00	\$ -	\$ -	
34. Total Advertised Value	\$22,050.00	\$9,156.00	\$1,870.00	\$1,396.50	\$0.00	\$0.00	\$0.00	
35. Sold Product Code	20	20	20	10				
36. Total Sold Volume	560	220	80	10.5				
37. Fine Woody Material Sold in 36	0	0	0	0			0	
38. Sold Value/Unit	A	47.00	\$38.00	\$22.00	\$100.00			
	B							
	C							
39. Total Sold Value	\$ 26,320.00	\$ 8,360.00	\$ 1,760.00	\$ 1,050.00	\$ -	\$ -	\$ -	
40. Partial Reported Volume								
41. Partial Reported Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
42. Final Report Volume	A							
	B							
	C							
43. Final Report Value	A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
44. Total Report Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
45. Total Sale Volume	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
46. Fine Woody Material Vol. Included in 45							0	

Qualifying Comments:
¹ MX is approximately 70% White birch and 30% Red maple
***Sale was advertised to a whole tree top dib but the highest total bid was for a contractor only cutting to a 4" top dib**

Timber Sale Handbook

TIMBER SALE NOTICE AND CUTTING REPORT					
				Form 2460-001A	Revision 10-09
Region	Property / Code	County	Tract Number	16-09	
NOR	NHAL S.F. 6476	Vilas	Sale Number	6476 - 844	
15. NARRATIVE <i>*Gray highlighted rows expand to accommodate text</i>					
a. General Sale Description					
Management Objective:	Regenerate aspen by harvesting overmature aspen along with associated white birch and red maple. Also thin red pine plantation to increase growth and vigor on residual pine. Aesthetics is important as this area is in close proximity to private ownership				
Physical Location:	Town of Sayner in close proximity to private inholdings. Sec. 5, T42N, R7E				
Soil Type(s):	Pence Sandy Loam				
Habitat Classification:	The principal habitat type is AQV (Acer-Quercus / Vaccinium)				
Topography:	<input type="checkbox"/> Level	<input checked="" type="checkbox"/> Gentle Rolling	<input type="checkbox"/> Moderate Slopes	<input type="checkbox"/> Steep Slopes	
Merchantability Standards:	<input type="checkbox"/> 4" Top	<input type="checkbox"/> 2" Top	<input checked="" type="checkbox"/> Whole Tree	<input type="checkbox"/> Other	
Biomass Suitability:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Soils do not restrict biomass harvesting. If the winning bidder on this sale harvests whole tree the Wisconsin biomass guidelines will be applied and discussed in detail at pre-sale meeting with contractor.		
Roads, Access, & Landings:	Access is off of Found Lake Rd. Landings and woods road are subject to approval by DNR Forester and Property Superintendent				
Adjacent Landowner Contact:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Lines by agreement have been completed with 3 adjacent landowners		
15a. Comments	The sale area contains a mature stand of aspen / white birch as well as a small red pine plantation that was previously private property. The aspen stand contains a scattering of red and white pine as well as some red oak.				
b. Ecological Considerations					
Management History:	Most of this parcel was in private ownership until 2005. Management history is unknown				
Silvicultural System:	Coppice with standards will be employed in the aspen stands. Single tree selective thinning in PR				
Green Tree Retention:	Scattered large PW and two 1/2 acre patches of red oak have been retained in the sale area. All snags are to be left standing unless they are a safety hazard.				
Post-Harvest Regeneration Plan:	Natural regeneration of aspen, birch and red maple sprouts				
Invasive Species Evaluation:	There are no known invasive species within or adjacent to the sale area				
Insect/Disease Concern(s):	None				
Skidding / Seasonal Restrictions:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Site is conducive to all-season logging however logging will not be allowed from March 1 to August 15 to protect adjacent red-shouldered hawk nest.		
Landscape Considerations:	Retention of even-aged forest types in this part of the State is important for wildlife considerations				
Wildlife Action Plan / Species of Greatest Conservation Need Reviewed:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The sale area is in the Northern Highlands ecological landscape. Provisions have been made to protect nesting habitat for a State-threatened hawk nest immediately adjacent to the sale		
Conservation Opportunity Area (COA):	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Sale is in the Wisconsin River Headwaters COA		
Results of NHI (Natural Heritage Inventory) Review:	A state threatened birds nest has been found adjacent to the sale area. No other NHI hits. The sale is not located within any endangered resource deferred or consultation zone				
Forest Chemical Use?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, list chemical:		
15b. Comments					
c. Water Quality Considerations					
Lake, Stream or wetland within sale or impacted by sale?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
BMP's:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	To be applied during woods road construction		
Chpt.30 Permits Needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
15c. Comments	There is little potential for water quality concerns given the degree of slope and the proximity to surface water. All sale design and restriction criteria fall within the parameters of the BMPs for Water Quality.				

d. Aesthetic Considerations	
Aesthetic Considerations Addressed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Aesthetic concerns lie mainly along the area of the sale near Found Lake Rd. To help minimize visual impacts resulting from the sale, a no cut buffer strip will be maintained along the length of this road. Large white pine will be left scattered throughout as well as two small red oak patches.
Leave Trees:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No White pine and two 1/2 acre red oak patches
Operational Modifications (seasonality, sale size, big tree mgmt., species diversity):	No logging from March 1 through August 15
Slash Treatment:	If contractor cuts this whole tree no slash treatment will be necessary. If cut to conventional 4" top all slash within 100 ft. of Found Lake Rd. will be lopped to within 2 ft. of ground
15d Comments:	
e. Wildlife Considerations	
Snag, Den, and Mast Tree Retention:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A Two 1/2 acre red oak inclusions will remain. All snags will be retained that don't pose a safety risk. Residual white pine will provide nesting sites.
Game Openings:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
15e Comments:	
f. Recreation Considerations (Trails, Campgrounds, Parks, etc.)	
Recreation Impacted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Recreation Stakeholder Contacted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Signage Needed:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15f Comments:	Hunters are the primary recreationists in this area. There will be a short term impact with hunting as opportunities for deer and grouse will actually increase as the understory develops.
g. Resources of Special Concern Considerations (Archaeological/Historical Review)	
Results of Cultural Review:	There are no known resources of special concern in or around the sale area
15g Comments:	

WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
TIMBER SALE
TRACT NO. 14-98
CHAMPION WHITE PINE SALE
T40N R8E SECTIONS 1, 11 & 12

HARVEST AREA – 69 ACRES



Red Pine Single Row Thin Area (1 Acre): Cut every other row of Red Pine. Cut all merchantable Aspen, Maple and White Birch. Leave outside rows of the plantation uncut.



Red Pine Double Row Thin Area (10 Acres): Cut every other two rows of Red Pine. Cut all merchantable Aspen, Maple, Balsam Fir and White Birch.



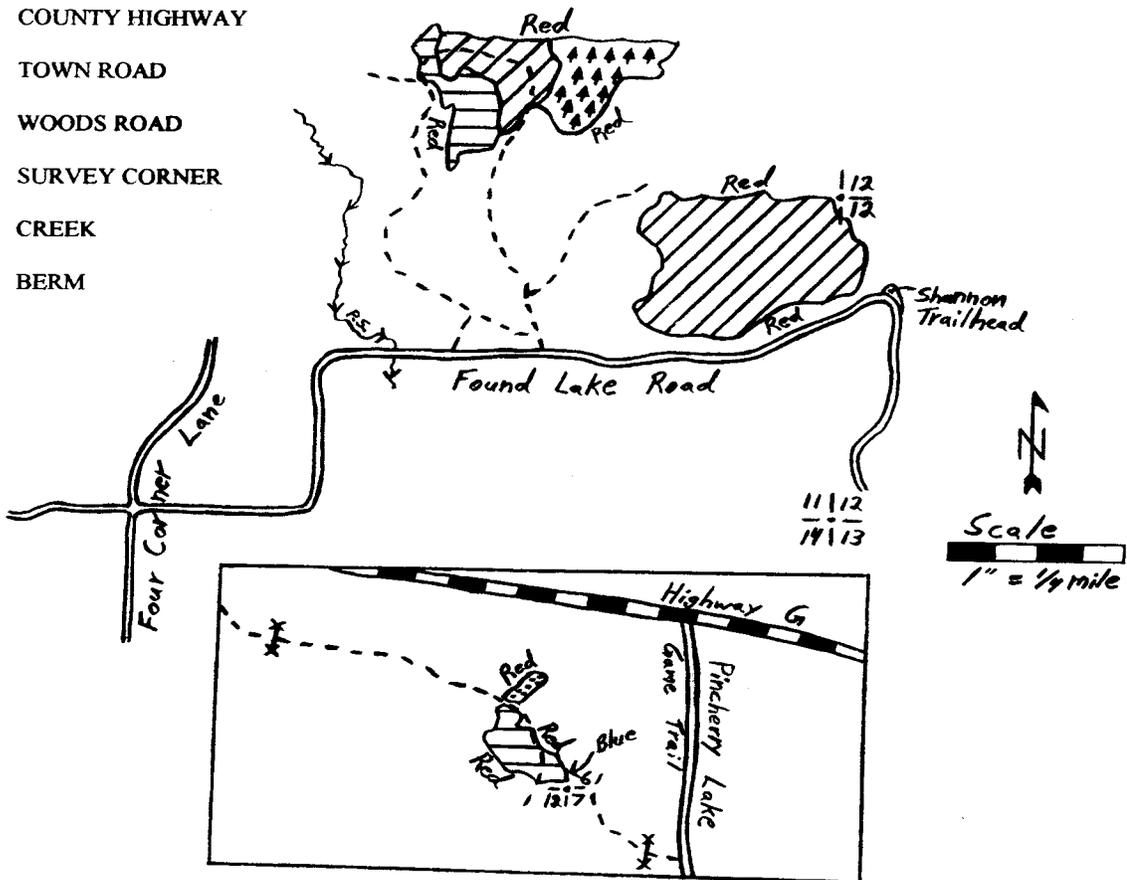
Red Pine / Spruce Marked Area (13 Acres): Cut all Red Pine and Spruce marked with orange paint. Cut all merchantable Aspen, Maple, Balsam Fir and White Birch.



Aspen / White Birch Area (45 Acres): Cut all merchantable Aspen, Maple, Balsam Fir and White Birch. Do NOT cut any Oak. Cut all 1 - 5 inch Hardwoods except Oak.

LEGEND

- COUNTY HIGHWAY
- TOWN ROAD
- WOODS ROAD
- SURVEY CORNER
- CREEK
- BERM



Timber Sale Handbook

TABLE III - Long logs, volume according to taper, maximum.
Scaling length 20 feet
[Scribner Decimal C rule - board feet in tens]

Top diam (in.)	22-foot logs (1 10 and 1 12 foot segments)								24-foot logs (2 12 foot segments)							
	Taper in inches (difference between diameters of 2 ends)															
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
6	3	3	4	4	5	7	8	10	3	3	4	4	5	7	8	10
7	3	4	4	5	7	8	10	12	4	5	5	6	8	9	11	13
8	5	5	6	8	9	11	13	14	5	5	6	8	9	11	13	14
9	6	7	9	10	12	14	15	17	6	7	9	10	12	14	15	17
10	7	9	10	12	14	15	17	19	7	9	10	12	14	15	17	19
11	10	11	13	15	16	18	20	22	10	11	13	15	16	18	20	22
12	12	14	16	17	19	21	23	26	13	15	17	18	20	22	24	27
13	15	17	18	20	22	24	27	29	16	18	19	21	23	25	28	30
14	18	19	21	23	25	28	30	32	20	21	23	25	27	30	32	34
15	21	23	25	27	30	32	34	37	23	25	27	29	32	34	36	39
16	24	26	28	31	33	35	38	40	26	28	30	33	35	37	40	42
17	28	30	33	35	37	40	42	46	30	32	35	37	39	42	44	48
18	31	34	36	38	41	43	47	50	34	37	39	41	44	46	50	53
19	36	38	40	43	45	49	52	56	39	41	43	46	48	52	55	59
20	40	42	45	47	51	54	58	61	44	46	49	51	55	58	62	65
21	44	47	49	53	56	60	63	65	48	51	53	57	60	64	67	69
22	49	51	55	58	62	65	67	70	53	55	59	62	66	69	71	74
23	53	57	60	64	67	69	72	76	58	62	65	69	72	74	77	81
24	59	62	66	69	71	74	78	80	64	67	71	74	76	79	83	85
25	66	70	73	75	78	82	84	88	71	75	78	80	83	87	89	93
26	72	75	77	80	84	86	90	91	78	81	83	86	90	92	96	97
27	78	80	83	87	89	93	94	100	85	87	90	94	96	100	101	107
28	82	85	89	91	95	96	102	105	90	93	97	99	103	104	110	113
29	87	91	93	97	98	104	107	115	95	99	101	105	106	112	115	123
30	94	96	100	101	107	110	118	121	102	104	108	109	115	118	126	129
31	99	103	104	110	113	121	124	128	108	112	113	119	122	130	133	137
32	105	106	112	115	123	126	130	136	114	115	121	124	132	135	139	145
33	109	115	118	126	129	133	139	144	119	125	128	136	139	143	149	154
34	116	119	127	130	134	140	145	151	126	129	137	140	144	150	155	161
35	124	132	135	139	145	150	156	160	135	143	146	150	156	161	167	171
36	135	138	142	148	153	159	163	169	146	149	153	159	164	170	174	180
37	144	148	154	159	165	169	175	178	157	161	167	172	178	182	188	191
38	151	157	162	168	172	178	181	186	164	170	175	181	185	191	194	199
39	160	165	171	175	181	184	189	194	174	179	185	189	195	198	203	208
40	170	176	180	186	189	194	199	205	185	191	195	201	204	209	214	220
41	180	184	190	193	198	203	209	214	196	200	206	209	214	219	225	230
42	189	195	198	203	208	214	219	224	206	212	215	221	225	231	236	241
43	198	201	206	211	217	222	227	233	216	219	224	229	235	240	245	251
44	207	212	217	223	228	233	239	245	225	230	235	241	246	251	257	263
45	214	219	225	230	235	241	247	253	233	238	244	249	254	260	266	272
46	223	229	234	239	245	251	257	263	243	249	254	259	265	271	277	283
47	234	239	244	250	256	262	268	274	254	259	264	270	276	282	288	294
48	243	248	254	260	266	272	278	284	265	270	276	282	288	294	300	306
49	252	258	264	270	276	282	288	295	275	281	287	293	299	305	311	318
50	263	269	275	281	287	293	300	306	286	292	298	304	310	316	323	329

Timber Sale Handbook

TABLE III - Long logs, volume according to taper, maximum.
 Scaling length 20 feet - Continued
 [Scribner Decimal C rule - board feet in tens]

Top diam (in.)	26-foot logs (1 12 and 1 14 foot segments)								28-foot logs (2 14 foot segments)							
	Taper in inches (difference between diameters of 2 ends)															
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
6	3	3	4	5	6	8	9	11	3	3	4	5	6	8	9	11
7	4	5	6	7	9	10	12	14	4	5	6	7	9	10	12	14
8	5	6	7	9	10	12	14	16	5	6	7	9	10	12	14	16
9	7	8	10	11	13	15	17	19	7	8	10	11	13	15	17	19
10	8	10	11	13	15	17	19	22	9	11	12	14	16	18	20	23
11	11	12	14	16	18	20	23	25	12	13	15	17	19	21	24	26
12	14	16	18	20	22	25	27	30	15	17	19	21	23	26	28	31
13	17	19	21	23	26	28	31	34	18	20	22	24	27	29	32	35
14	21	23	25	28	30	33	34	38	22	24	26	29	31	34	37	39
15	25	27	30	32	35	38	40	44	26	28	31	33	36	39	41	45
16	28	31	33	36	39	41	45	47	30	33	35	38	41	43	47	49
17	33	35	38	41	43	47	49	54	36	37	40	43	45	49	51	58
18	37	40	43	45	49	51	56	60	40	43	46	48	52	54	59	63
19	42	45	47	51	53	58	82	66	45	48	50	54	56	61	65	69
20	48	50	54	56	61	65	69	72	51	53	57	69	64	68	72	75
21	52	56	58	63	67	71	74	76	66	60	62	87	71	75	78	80
22	58	60	65	69	73	76	78	82	62	84	69	73	77	80	82	86
23	83	68	72	76	79	81	85	90	68	73	77	81	84	86	90	95
24	70	74	78	81	83	87	92	84	75	79	83	86	88	92	97	99
25	78	82	85	87	91	96	98	103	84	88	91	93	97	102	104	109
26	85	88	90	94	89	101	108	107	92	95	97	101	106	108	113	114
27	92	94	98	103	105	110	111	118	99	101	105	110	112	117	118	125
28	97	101	106	108	113	114	121	125	104	108	113	115	120	121	128	132
29	103	108	110	115	116	123	127	136	110	115	117	122	123	130	134	143
30	111	113	118	119	126	130	139	142	119	121	126	127	134	138	147	150
31	117	122	123	130	134	143	146	151	126	131	132	139	143	152	155	180
32	124	125	132	136	145	148	153	160	133	134	141	145	154	157	162	169
33	129	136	140	149	152	157	164	170	139	146	150	159	162	167	174	180
34	137	141	150	153	158	165	171	177	147	151	160	163	168	175	181	187
35	147	156	159	164	171	177	183	188	158	167	170	175	182	188	194	189
36	159	162	167	174	180	186	191	198	171	174	179	186	192	198	203	210
37	170	175	182	188	194	199	206	210	183	188	195	201	207	212	219	223
38	178	185	191	197	202	209	213	219	191	198	204	210	215	222	226	232
39	189	195	201	206	213	217	223	229	203	209	215	220	227	231	237	243
40	201	207	212	219	223	229	235	241	216	222	227	234	238	244	250	256
41	212	217	224	228	234	240	246	252	228	233	240	244	250	256	262	268
42	223	230	234	240	246	252	258	265	239	246	250	256	262	268	274	281
43	234	238	244	250	256	262	269	275	251	255	261	267	273	279	286	292
44	244	250	256	262	268	275	281	288	262	268	274	280	286	293	299	306
45	253	259	265	271	278	284	291	298	272	278	284	290	297	303	310	317
46	264	270	276	283	289	296	303	310	284	290	296	303	309	316	323	330
47	275	281	288	294	301	308	315	322	296	302	309	315	322	329	336	343
48	287	294	300	307	314	321	328	336	308	315	321	328	335	342	349	357
49	299	305	312	319	326	333	341	348	321	327	334	341	348	355	363	370
50	310	317	324	331	338	346	353	361	334	341	348	355	362	370	377	385

Timber Sale Handbook

TABLE III - Long logs, volume according to taper, maximum.

Scaling length 20 feet - Continued
 [Scribner Decimal C rule - board feet in tens]

Top diam (in.)	30-foot logs (1 14 and 1 16 foot segments)								32-foot logs (2 16 foot segments)							
	Taper in inches (difference between diameters of 2 ends)															
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
6	4	4	5	7	8	9	11	12	5	5	6	8	9	10	12	13
7	5	8	8	9	10	12	13	16	6	7	9	10	11	13	14	17
8	6	8	9	10	12	13	16	18	7	9	10	11	13	14	17	19
9	9	10	11	13	14	17	19	21	10	11	12	14	15	18	20	22
10	11	12	14	15	18	20	22	25	13	14	16	17	20	22	24	27
11	13	15	16	19	21	23	26	29	15	17	18	21	23	25	28	31
12	17	18	21	23	25	28	31	35	18	19	22	24	26	29	32	36
13	19	22	24	26	29	32	36	38	21	24	26	28	31	34	38	40
14	24	26	28	31	34	38	40	43	25	27	29	32	35	39	41	44
15	28	30	33	36	40	42	45	50	30	32	35	38	42	44	47	52
16	32	35	38	42	44	47	52	54	34	37	40	44	46	49	54	56
17	37	40	44	46	49	54	56	62	39	42	46	48	51	56	58	64
18	43	47	49	52	57	59	65	69	45	49	51	54	59	61	67	71
19	49	51	54	59	61	67	71	76	52	54	57	62	64	70	74	79
20	54	57	62	64	70	74	79	82	58	61	66	68	74	78	83	86
21	60	65	67	73	77	82	85	88	63	68	70	78	80	85	88	91
22	67	69	75	79	84	87	90	95	71	73	79	83	88	91	94	99
23	73	79	83	88	91	94	99	104	78	84	88	93	96	99	104	109
24	81	85	90	93	96	101	106	109	86	90	95	98	101	106	111	114
25	90	95	98	101	106	111	114	118	96	101	104	107	112	117	120	124
28	99	102	105	110	115	118	122	124	105	108	111	116	121	124	128	130
27	106	109	114	119	122	128	128	136	113	116	121	126	129	133	135	143
28	112	117	122	125	129	131	139	143	119	124	129	132	138	138	148	160
29	119	124	127	131	133	141	145	156	127	132	135	139	141	149	153	164
30	128	131	135	137	145	149	160	164	137	140	144	146	154	158	169	173
31	136	140	142	150	154	165	169	174	145	149	151	159	163	174	178	183
32	142	144	152	156	167	171	176	184	152	154	162	166	177	181	186	194
33	149	157	161	172	176	181	189	198	158	166	170	181	185	190	198	205
34	158	162	173	177	182	190	197	204	168	172	183	187	192	200	207	214
35	169	180	184	189	197	204	211	217	180	191	195	200	208	215	222	228
36	184	188	193	201	208	215	221	229	195	199	204	212	219	226	232	240
37	197	202	210	217	224	230	238	242	210	215	223	230	237	243	251	255
38	205	213	220	227	233	241	245	252	219	227	234	241	247	255	259	266
39	218	225	232	238	248	250	257	264	232	239	246	252	260	264	271	278
40	232	239	245	253	257	264	271	278	247	254	260	268	272	279	286	293
41	245	251	259	263	270	277	284	291	261	267	275	279	286	293	300	307
42	257	265	269	276	283	290	297	304	274	282	286	293	300	307	314	321
43	270	274	281	288	295	302	309	317	288	292	299	306	313	320	327	335
44	281	288	295	302	309	316	324	331	300	307	314	321	328	335	343	350
45	292	299	306	313	320	328	335	343	311	318	325	332	339	347	354	362
46	306	312	319	326	334	341	349	357	325	332	339	346	354	361	369	377
47	318	325	332	340	347	355	363	372	339	346	353	361	368	376	384	393
48	331	338	346	353	361	369	378	386	353	380	368	375	383	391	400	408
49	344	352	359	367	375	384	392	401	367	375	382	390	398	407	415	424
50	359	386	374	382	391	399	408	416	382	389	397	405	414	422	431	439

Timber Sale Handbook

TABLE III - Long logs, volume according to taper, maximum.
 Scaling length 20 feet - Continued
 [Scribner Decimal C rule - board feet in tens]

Top diam (in.)	34-foot logs (1 16 and 1 18 foot segments)								36-foot logs (2 18 foot segments)							
	Taper in inches (difference between diameters of 2 ends)															
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
6	5	5	6	8	10	11	13	15	5	5	6	8	10	11	13	15
7	6	7	9	11	12	14	16	19	6	7	9	11	12	14	16	19
8	7	9	11	12	14	16	19	21	7	9	11	12	14	16	19	21
9	10	12	13	15	17	20	22	25	10	12	13	15	17	20	22	25
10	14	15	17	19	22	24	27	30	14	15	17	19	22	24	27	30
11	16	18	20	23	25	28	31	34	17	19	21	24	26	29	32	35
12	19	21	24	26	29	32	35	39	20	22	25	27	30	33	36	40
13	23	26	28	31	34	37	41	44	24	27	29	32	35	38	42	45
14	27	29	32	35	38	42	45	49	29	31	34	37	40	44	47	51
15	32	35	38	41	45	48	52	56	34	37	40	43	47	50	54	58
16	37	40	43	47	50	54	58	61	39	42	45	49	52	56	60	63
17	42	45	49	52	56	60	63	70	45	48	52	55	59	63	66	73
18	48	52	55	59	63	66	73	77	51	55	58	62	66	69	76	80
19	58	58	62	66	69	76	80	86	58	61	65	69	72	79	83	89
20	62	66	70	73	80	84	90	93	65	69	73	76	83	87	93	96
21	68	72	75	82	86	92	95	98	72	76	79	86	90	96	99	102
22	75	78	85	89	95	98	101	107	80	83	90	94	100	103	106	112
23	83	90	94	100	103	106	112	118	87	94	98	104	107	110	116	122
24	92	96	102	105	108	114	120	123	97	101	107	110	113	119	125	128
25	102	108	111	114	120	126	129	134	108	114	117	120	126	132	135	140
26	112	115	118	124	130	133	138	140	118	121	124	130	136	139	144	146
27	120	123	129	135	138	143	145	153	127	130	136	142	145	150	152	160
28	126	132	138	141	146	148	156	162	133	139	145	148	153	155	163	169
29	135	141	144	149	151	159	165	177	142	148	151	156	158	166	172	184
30	146	149	154	156	164	170	182	186	154	157	162	164	172	178	190	194
31	154	159	161	169	175	187	191	197	163	168	170	178	184	196	200	206
32	162	164	172	178	190	194	200	209	171	173	181	187	199	203	209	218
33	168	176	182	194	198	204	213	221	178	186	192	204	208	214	223	231
34	178	184	196	200	206	215	223	231	188	194	206	210	216	225	233	241
35	192	204	208	214	223	231	239	245	202	214	218	224	233	241	249	255
36	208	212	218	227	235	243	249	258	220	224	230	239	247	255	261	270
37	223	229	238	246	254	260	269	274	236	242	251	259	267	273	282	287
38	233	242	250	258	264	273	278	285	246	255	263	271	277	286	291	298
39	247	255	263	269	278	283	290	298	261	269	277	283	292	297	304	312
40	263	271	277	286	291	298	306	314	278	286	292	301	306	313	321	329
41	278	284	293	298	305	313	321	329	294	300	309	314	321	329	337	345
42	291	300	305	312	320	328	336	345	308	317	322	329	337	345	353	362
43	306	311	318	326	334	342	351	359	323	328	335	343	351	359	368	376
44	319	326	334	342	350	359	367	376	337	344	352	360	368	377	385	394
45	330	338	346	354	363	371	380	389	349	357	365	373	382	390	399	408
46	345	353	361	370	378	387	396	405	364	372	380	389	397	406	415	424
47	360	368	377	385	394	403	412	421	380	388	397	405	414	423	432	441
48	375	384	392	401	410	419	428	437	396	405	413	422	431	440	449	458
49	391	399	408	417	426	435	444	454	413	421	430	439	448	457	466	476
50	406	415	424	433	442	451	461	471	430	439	448	457	466	475	485	495

Timber Sale Handbook

TABLE III - Long logs, volume according to taper, maximum.

Scaling length 20 feet - Continued
 [Scribner Decimal C rule - board feet in tens]

Top diam. (in.)	38-foot logs (1 18 and 1 20 foot segment)								40-foot logs (2 20 foot segments)							
	Taper in inches (difference between diameters of 2 ends)															
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
6	5	5	6	9	10	12	14	16	6	5	6	9	10	12	14	16
7	6	7	10	11	13	15	17	21	6	7	10	11	13	15	17	21
8	7	10	11	13	15	17	21	23	7	10	11	13	15	17	21	23
9	11	12	14	16	18	22	24	27	11	12	14	16	18	22	24	27
10	14	16	18	20	24	26	29	33	15	17	19	21	25	27	30	34
11	18	20	22	26	28	31	35	38	18	20	22	26	28	31	35	38
12	21	23	27	29	32	36	39	44	22	24	28	30	33	37	40	45
13	25	29	31	34	38	41	46	49	26	30	32	35	39	42	47	50
14	31	33	36	40	43	48	51	55	32	34	37	41	44	49	52	56
15	36	39	43	46	51	54	58	83	38	41	45	48	53	56	60	65
16	41	45	48	53	56	60	65	68	43	47	50	55	58	62	67	70
17	48	51	56	59	63	68	71	78	50	53	58	61	65	70	73	80
18	54	59	62	66	71	74	81	86	57	62	65	69	74	77	84	89
19	62	65	69	74	77	84	89	95	65	68	72	77	80	87	92	98
20	69	73	78	81	88	93	99	104	73	77	82	85	92	97	103	108
21	76	81	84	91	96	102	107	110	80	85	88	95	100	106	111	114
22	85	88	95	100	106	111	114	120	89	82	99	104	110	115	118	124
23	92	99	104	110	115	118	124	131	97	104	109	115	120	123	129	136
24	102	107	113	118	121	127	134	137	107	112	118	123	126	132	139	142
25	114	120	125	128	134	141	144	150	119	125	130	133	139	146	149	155
26	124	129	132	138	145	148	154	156	130	135	138	144	151	154	160	162
27	135	138	144	151	154	160	162	171	141	144	150	157	160	166	168	177
28	141	147	154	157	163	165	174	180	149	155	162	165	171	173	182	188
29	154	157	160	165	168	177	183	197	158	165	168	174	176	185	191	205
30	163	166	172	174	183	189	203	207	171	174	180	182	191	197	211	215
31	172	178	180	189	195	209	213	220	181	187	189	198	204	218	222	229
32	181	183	192	198	212	216	223	233	190	192	201	207	221	225	232	242
33	188	197	203	217	221	228	238	247	198	207	213	227	231	238	248	257
34	199	205	219	223	230	240	249	258	208	215	229	233	240	250	259	268
35	213	227	231	238	248	257	266	272	224	238	242	249	259	268	277	283
36	233	237	244	254	263	272	278	289	244	248	255	265	274	283	289	300
37	249	256	266	275	284	290	301	306	262	269	279	288	297	303	314	319
38	260	270	279	288	294	305	310	318	273	283	292	301	307	318	323	331
39	276	285	294	300	311	316	324	333	290	299	308	314	325	330	338	347
40	294	303	309	320	325	333	342	351	309	318	324	335	340	348	357	366
41	311	317	328	333	341	350	359	36F	327	333	344	349	357	366	375	384
42	325	336	341	349	358	367	376	385	342	353	358	366	375	384	393	402
43	342	347	355	364	373	382	391	400	359	364	372	381	390	399	408	417
44	356	364	373	382	391	400	409	419	375	383	392	401	410	419	428	438
45	369	378	387	396	405	414	424	434	388	397	406	415	424	433	443	453
46	385	394	403	412	421	431	441	451	405	414	423	432	441	451	461	471
47	402	411	420	429	439	449	459	469	423	432	441	450	460	470	480	490
48	419	428	437	447	457	467	477	488	441	450	459	469	479	489	499	510
49	436	445	455	465	475	485	496	506	459	468	478	488	498	508	519	529
50	454	464	474	484	494	505	515	526	477	487	497	507	517	528	538	549

Timber Sale Handbook

TABLE III - Long logs, volume according to taper, maximum.
 Scaling length 20 feet - Continued
 [Scribner Decimal C rule - board feet in tens]

Top diam (in.)	42-foot logs (3 14 foot segments)										44-foot logs (2 14 foot and 1 16 foot segments)									
	Taper in inches (difference between diameters of 2 ends)																			
	1	2-3	4	5-6	7	8-9	10	11-12	13	14-15	1	2-3	4	5-9	7	8-9	10	11-12	13	14
6	5	5	6	7	9	11	13	15	18	20	6	6	7	9	11	12	15	16	20	22
7	6	7	9	10	13	14	17	19	23	25	7	8	11	12	14	16	18	21	25	27
8	8	9	11	13	15	17	21	23	28	29	9	11	13	14	17	18	23	25	28	31
9	11	12	15	16	20	22	25	27	32	34	13	14	16	18	21	24	27	29	34	37
10	14	16	19	21	24	26	30	33	37	40	16	17	21	22	26	28	32	35	40	44
11	19	20	23	25	29	31	36	38	43	46	20	22	24	27	31	33	38	41	47	49
12	23	25	29	31	35	38	42	45	50	52	25	26	31	33	37	40	45	49	53	56
13	28	30	34	36	41	43	48	51	58	60	29	32	36	38	43	46	52	64	60	65
14	34	36	40	43	47	50	56	58	64	68	36	38	42	45	50	54	58	62	69	71
15	40	42	47	49	55	58	62	86	71	76	42	44	49	52	59	61	66	71	76	82
16	46	49	54	57	62	64	71	73	81	85	48	51	57	61	65	68	76	78	87	91
17	54	56	61	64	69	73	78	83	89	93	56	59	65	67	73	78	83	89	95	100
18	61	64	70	72	79	81	88	92	100	103	64	68	73	76	84	86	94	98	107	110
19	69	72	77	81	85	90	98	102	107	109	73	75	81	86	90	96	104	109	114	117
20	78	80	86	88	97	101	107	110	117	121	81	84	91	93	103	107	114	117	125	130
21	85	89	95	100	106	110	118	120	128	133	89	94	100	106	112	117	125	128	137	142
22	95	97	104	108	117	120	126	130	139	141	100	102	110	114	124	127	134	139	148	151
23	103	108	117	121	128	130	138	143	148	153	108	114	123	128	135	138	147	152	158	162
24	115	119	127	130	136	140	148	150	157	158	121	125	134	137	144	149	157	160	166	168
25	128	132	139	141	148	153	157	162	167	174	134	139	146	149	157	162	167	171	177	185
26	140	143	148	152	159	161	170	171	183	187	147	150	156	161	168	171	179	181	194	198
27	150	152	158	163	169	174	180	187	193	202	157	160	167	172	179	183	190	198	204	215
28	157	161	170	172	182	183	192	196	210	213	165	170	179	182	191	193	203	207	223	227
29	167	172	179	184	187	194	203	212	216	221	176	181	189	193	197	205	214	225	230	235
30	181	183	190	191	203	207	217	220	232	239	190	193	199	201	214	218	230	234	246	254
31	190	195	201	208	213	222	232	237	248	254	200	204	211	219	224	235	246	251	263	270
32	202	203	211	215	231	234	243	250	265	271	211	213	222	226	244	248	257	265	281	288
33	209	216	227	236	243	248	264	270	279	284	219	227	238	249	257	262	279	286	296	302
34	224	228	241	244	258	265	274	280	290	297	235	239	254	258	272	280	290	297	308	316
35	239	248	260	265	275	281	292	297	311	315	250	261	274	279	290	297	309	315	330	334
36	261	264	272	279	290	296	308	315	325	331	274	278	286	294	306	313	326	334	344	351
37	276	281	293	299	312	317	330	334	346	352	290	295	308	315	329	335	349	353	366	373
38	289	296	309	315	326	333	343	349	360	386	303	311	325	332	344	352	362	369	381	388
39	308	314	326	331	344	348	359	365	378	384	323	330	343	349	363	367	379	386	400	407
40	327	333	344	351	360	366	379	385	395	402	343	350	362	370	379	386	400	407	418	425
41	345	350	362	366	379	385	395	401	414	420	362	368	381	385	399	406	417	424	437	445
42	361	368	379	385	395	401	413	420	432	439	379	387	398	405	416	423	436	443	457	464
43	380	384	394	400	412	418	431	437	450	457	399	403	414	421	434	441	454	462	475	483
44	395	401	413	419	431	438	450	457	470	477	414	421	434	441	454	461	475	482	496	504
45	411	417	429	435	448	454	467	474	488	495	431	438	451	458	471	479	492	500	515	524
46	429	435	447	454	466	473	487	494	507	515	450	457	470	477	491	498	513	521	536	544
47	447	453	468	472	486	493	506	513	528	535	469	476	489	497	511	519	533	542	557	566
48	465	472	485	492	505	512	526	534	548	556	488	495	510	517	531	539	555	563	579	587
49	485	491	504	511	525	532	547	554	569	577	508	516	529	537	552	566	576	585	600	609
50	504	511	525	532	546	554	568	576	591	599	529	536	551	559	575	583	599	607	623	632

Timber Sale Handbook

TABLE III - Long logs, volume according to taper, maximum.
 Scaling length 20 feet - Continued
 [Scribner Decimal C rule - board feet in tens]

Top diam (in.)	46-foot logs (1 14 and 2 16 foot segments)										48-foot logs (3 16 foot segments)									
	Taper in inches (difference between diameters of 2 ends)																			
	1	2-3	4	5-6	7	8-9	10	11-12	13	14-15	1	2-3	4	5-9	7	8-9	10	11-12	13	14-15
6	7	7	8	10	12	13	17	18	22	24	8	8	9	11	13	14	18	19	23	25
7	8	9	12	13	16	18	20	23	26	28	9	10	13	14	17	19	21	24	27	29
8	10	12	15	16	19	20	24	26	30	33	11	13	16	17	20	21	25	27	31	34
9	15	16	18	20	22	25	29	31	35	38	16	17	19	21	23	26	30	32	36	39
10	18	19	22	23	28	30	33	36	42	46	20	21	24	25	30	32	35	38	44	48
11	21	23	26	29	32	34	40	43	49	51	23	25	28	31	34	36	42	45	51	53
12	27	28	32	34	39	42	47	51	55	58	28	29	33	35	40	43	48	52	56	59
13	30	33	38	40	45	48	54	56	62	67	32	35	40	42	47	50	56	58	64	69
14	38	40	44	47	52	56	61	64	72	74	39	41	45	48	53	57	62	65	73	75
15	44	46	51	54	61	63	69	74	80	86	46	48	53	56	63	65	71	76	82	88
16	50	53	59	63	68	71	80	82	90	94	52	55	61	65	70	73	82	84	92	96
17	58	61	68	70	77	82	86	92	99	104	60	63	70	72	79	84	88	94	101	106
18	67	71	77	80	87	89	98	102	112	115	69	73	79	82	89	91	100	104	114	117
19	77	79	84	89	94	100	109	114	119	122	80	82	87	92	97	103	112	117	122	125
20	84	87	95	97	108	112	119	122	131	136	88	91	99	101	112	116	123	126	135	140
21	93	98	105	111	117	122	131	134	143	148	96	101	108	114	120	125	134	137	146	151
22	105	107	115	119	130	133	140	145	155	158	109	111	119	123	134	137	144	149	159	162
23	113	119	129	134	141	144	154	159	165	169	118	124	134	138	146	149	159	164	170	174
24	127	131	140	143	151	156	164	167	174	176	132	136	145	148	156	161	169	172	179	181
25	140	145	153	156	164	169	175	179	186	194	146	151	159	162	170	175	181	185	192	200
26	154	157	163	168	176	179	188	190	203	207	160	163	169	174	182	185	194	196	209	213
27	164	167	175	180	188	192	199	207	214	225	171	174	182	187	195	199	206	214	221	232
28	173	178	188	191	200	202	213	217	232	236	180	185	195	198	207	209	220	224	239	243
29	185	190	198	202	207	215	223	234	240	245	193	198	206	210	215	223	231	242	248	253
30	199	202	209	211	223	227	240	244	257	265	208	211	218	220	232	236	249	253	266	274
31	210	214	220	228	234	245	257	262	274	281	219	223	229	237	243	254	266	271	283	290
32	220	222	232	236	255	259	268	276	294	301	230	232	242	246	265	269	278	286	304	311
33	229	237	249	260	268	273	292	299	310	316	238	246	258	269	277	282	301	308	319	325
34	246	250	265	269	285	293	304	311	322	330	256	260	275	279	295	303	314	321	332	340
35	261	272	287	292	304	311	323	329	345	349	272	283	298	303	315	322	334	340	356	360
36	287	291	300	308	320	327	341	349	360	367	298	302	311	319	331	338	352	360	371	378
37	304	309	322	329	344	350	365	369	383	390	317	322	335	342	357	363	378	382	396	403
38	317	325	340	347	360	368	379	386	399	406	331	339	354	361	374	382	393	400	413	420
39	338	345	359	365	380	384	397	404	419	426	352	359	373	379	394	398	411	418	433	440
40	359	366	379	387	397	404	419	426	437	444	374	381	394	402	412	419	434	441	452	459
41	379	385	399	403	418	425	436	443	457	465	395	401	415	419	434	441	452	459	473	481
42	397	405	417	424	435	442	456	463	478	485	414	422	434	441	452	459	473	480	495	502
43	418	422	433	440	454	461	475	483	497	505	436	440	451	458	472	479	493	501	515	523
44	433	440	454	461	475	482	497	504	519	527	452	459	473	480	494	501	516	523	538	546
45	451	458	472	479	493	501	515	523	538	547	470	477	491	498	512	520	534	542	557	566
46	471	478	492	495	514	521	536	544	561	569	491	498	512	519	534	541	556	564	581	589
47	491	498	512	520	534	542	558	567	582	591	512	519	533	541	555	563	579	588	603	612
48	511	518	533	540	556	564	580	588	605	613	533	540	555	562	578	586	602	610	627	635
49	531	539	554	562	577	586	602	611	627	636	554	562	577	585	600	609	625	634	650	659
50	554	561	576	584	601	609	626	634	652	661	577	584	599	607	624	632	649	657	675	684

20' maximum scaling length

48' top	Taper in inches (dia. difference of two ends)								
	1	2-3	4	5-6	7	8-9	10	11-12	13
6	8	8	9	11	13	14	18	19	23
7	9	10	13	14	17	19	21	24	27
8	11	13	16	17	20	21	25	29	31
9	16	17	19	21	23	26	30	32	36
10	20	21	24	25	30	32	35	38	44
11	23	25	28	31	34	36	42	25	51
12	28	29	33	35	40	43	48	52	56

50'	Taper in inches (dia. difference of two ends)								
	1	2-3	4	5-6	7	8-9	10	11-12	13
6	8	8	9	11	13	14	18	19	23
7	9	10	13	14	17	19	21	24	27
8	11	13	16	17	20	21	25	27	31
9	16	17	19	21	23	26	30	32	36
10	20	21	24	25	30	32	35	38	44
11	24	26	29	32	35	37	43	46	52
12	29	30	34	36	41	44	49	53	57

52'	Taper in inches (dia. difference of two ends)								
	1	2-3	4	5-6	7	8-9	10	11-12	13
6	8	8	9	11	13	14	18	19	24
7	9	10	13	14	17	19	22	25	28
8	10	13	16	17	21	22	26	28	32
9	16	17	20	22	24	27	31	33	38
10	21	22	25	26	31	33	37	40	46
11	25	27	30	33	37	39	45	48	54
12	30	31	36	38	43	46	51	55	60

54'	Taper in inches (dia. difference of two ends)								
	1	2-3	4	5-6	7	8-9	10	11-12	13
6	8	8	9	11	14	15	19	21	26
7	9	10	13	15	18	20	24	27	30
8	10	13	17	18	22	24	28	30	35
9	16	18	21	23	26	29	33	36	41
10	22	23	26	28	33	35	40	43	49
11	26	28	32	35	39	42	48	51	57
12	31	33	38	40	46	49	54	58	64

56'	Taper in inches (dia. difference of two ends)								
	1	2-3	4	5-6	7	8-9	10	11-12	13
6	8	8	9	11	14	15	19	21	26
7	9	10	13	15	18	20	24	27	30
8	10	13	17	18	22	24	28	30	35
9	16	18	21	23	26	29	33	36	41
10	23	24	27	29	34	36	41	44	50
11	26	28	32	35	39	42	48	51	57
12	32	34	39	41	47	50	55	59	65

58'	Taper in inches (dia. difference of two ends)								
	1	2-3	4	5-6	7	8-9	10	11-12	13
6	8	8	9	11	14	15	20	22	26
7	9	10	13	15	19	21	24	27	31
8	11	13	18	19	22	24	29	31	36
9	17	19	21	23	27	30	34	37	42
10	23	24	28	30	35	37	42	45	52
11	27	29	33	36	40	43	50	53	59
12	33	35	40	42	49	52	57	61	67

60'	Taper in inches (dia. difference of two ends)								
	1	2-3	4	5-6	7	8-9	10	11-12	13
6	8	8	9	12	14	16	21	23	28
7	9	10	14	15	20	22	25	29	33
8	11	14	18	20	23	25	31	33	38
9	18	19	22	24	28	32	36	39	45
10	23	25	29	31	37	39	44	48	55
11	28	30	34	38	42	45	53	56	63
12	34	36	42	44	51	55	60	65	71

Timber Sale Handbook

State/Cty PRODUCT CONVERSION FACTORS

The following forest product conversion factors should be used whenever converting forest product information from one unit of measure to another. An example would be the calculation of cord equivalent on timber sale reports. Many variables affect volume relationships. Equivalents shown in this table are averages covering a wide range of product sizes.

<u>Product</u>	<u>Units</u>	<u>Cords (Rough)</u>	<u>Equivalents Board Feet 1/ (Scribner Decimal C Log Rule)</u>
<u>Sawtimber - Scribner</u>	1,000 BF		1,000
Softwoods		2.44	
Hardwoods		2.20	
<u>Sawtimber - Int. 1/4"</u>	1,000 BF		880
Softwoods		2.00	
Hardwoods		1.90	
<u>Cordwood - Rough</u>	1 cord		
Softwoods		1.00	410
Hardwoods		1.00	450
<u>Cordwood - Hand Peeled</u>	1 cord		
Softwoods		1.125	460
Hardwoods		1.125	510
<u>Cordwood - Machine Peeled</u>			
<u>Ring Type or Flail Type</u>	1 cord		
Softwoods		1.16	480
Hardwoods		1.16	520
<u>Stroke delimeter or Processor</u>	1 cord		
Softwoods		1.125	460
Hardwoods		1.125	510
<u>Tie Cuts</u>	1 piece		
Cross Tie		.08	40
Switch Tie		.11	50
<u>Christmas Trees</u>	1 piece	.005	2

1/ Board Feet - Scribner Decimal C Log Rule. Average Girard form class is 78 to 79.

Firewood

Scaling of processed firewood in a vehicle (i.e., truck box, etc.) is accomplished by measuring the vehicle length x width x height ÷ 128 cubic feet = _____ standard cords.

Timber Sale Handbook

Contents of Poles in Board Feet, by Classes^{1/}
Scribner Decimal C Rule

Length (ft.)	Pole Class ^{2/}						
	1	2	3	4	5	6	7
Average top d.i.b. in inches							
	8.9	8.3	7.6	7.0	6.4	5.7	5.1
16					2	2	2
18			4	3	2	2	2
20	6	5	5	3	3	2	2
22	6	5	5	3	3	3	2
25	7	5	5	4	3	3	2
30	10	8	6	6	4	4	4
35	11	10	9	6	6	5	4
40	16	13	12	10	9	6	5
45	20	16	13	13	10	8	6
50	23	19	16	14	11	9	7
55	26	22	20	16	13	11	
60	32	24	22	19	14	13	
65	35	28	28	24	18		
70	41	35	29	26	20		
75	44	40	37	29			
80	53	44	44	38			
85	55	47	46	40			
90	65	55	55	45			

^{1/} American Standards Assn. specifications.

^{2/} All poles scale in 16-ft. lengths or less inside bark to nearest full inch. Average rather than minimum diameter used for each class.

Source: U.S. Forest Service, Region 8, 1941.

Cubic Feet per Cord for Common Species

<u>Species</u>	<u>Cubic Feet per Cord</u>
Ash	72
Aspen	78
Basswood	78
Beech	78
White Birch	78
Yellow Birch	78
Elm	70
Hard Maple	74
Soft Maple	74
Balsam Poplar	78
Balsam Fir	82
Red Pine	82
White Pine	?
Jack Pine	78
Black Spruce	82
White Spruce	82

Timber Sale Handbook

Cubic-Foot Volume of Posts

Average diameter (in.)	Length of post in feet ¹			
	6	6½	7	7½
	Cubic Feet			
1.5	0.07	0.08	0.08	0.09
2.0	.13	.14	.15	.16
2.5	.20	.22	.24	.26
3.0	.29	.32	.34	.37
3.5	.40	.44	.47	.50
4.0	.52	.57	.61	.65
4.5	.66	.72	.77	.82
5.0	.82	.88	.95	1.02
5.5	.99	1.07	1.16	1.24
6.0	1.18	1.27	1.37	1.47
6.5	1.38	1.50	1.61	1.72
7.0	1.60	1.74	1.87	2.00
7.5	1.84	2.00	2.15	2.30
8.0	2.09	2.27	2.44	2.62
8.5	2.36	2.56	2.76	2.96
9.0	2.65	2.87	3.09	3.32
9.5	2.95	3.20	3.44	3.69
10.0	3.27	3.54	3.82	4.09

Note: Volumes computed by Huber's formula.

^{1/} Posts in excess of 7½" diameter should be measured as logs.

Timber Sale Handbook

August 2, 2000

Jack Peine
234 Old Growth Way.
Clearcut, WI 53531

Dear Mr. Peine:

I am writing with respect to your property in Vilas county; specifically, the NWSE of Section 10, Township 42 North, Range 6 East in the Town of Boulder Junction. A timber sale has been established by the Department on State Forest land along your southern property line. The corners on your southern line were not located and courthouse survey records show nothing listed for these corners. Actual corners can only be established by licensed surveyors. Therefore, temporary corners were established using a Global Positioning System (GPS). Temporary corner coordinates were calculated based on established corners which were found in the same quarter section. Accordingly, the property line that was established is a close and reasonable approximation but not survey accurate. The line separating your property from state land is painted with blue paint and should be adequate for timber sale purposes. Temporary corners are set with a blue-topped wood stake.

The past timber sale on your property evidenced by the aspen sprouts did not exactly follow the established cutting line. A narrow wedge shaped piece of mature trees will be left on your property along your southern line after the State Forest timber sale is completed.

State Forest policies in this situation suggest we contact you as an adjacent property owner when a cutting line is established next to private property and attempt to secure a cutting line agreement. Please read, and if acceptable, sign and return the enclosed cutting line agreement.

The proposed timber sale will likely be offered for bids this fall and sold under a two-year contract. If you have any additional questions concerning the proposed timber sale or how the line was established please feel free to contact me. My direct telephone line is 715-385-3361.

Enclosed is a map copy of the proposed timber sale, cutting line agreement, and a stamped return envelope.

Sincerely,

Craig Dalton
WDNR Forester

Cutting Line Agreement for Timber Harvest Purposes

The blue paint cutting boundary lines of the NWSE of Section 10, Township 42 North, Range 6 East, is agreed upon by the owner Jack Peine, of Clearcut, Wisconsin and the Wisconsin Department of Natural Resources for the purpose of harvesting timber in the Newcomb Road tract. It is recognized by the previously mentioned parties that the established line is not the exact property boundary and that the boundary is not established for the purpose of ownership, transfer or possession.

Line establishment, as per this agreement, will be null and void upon true line location via section subdivision by a licensed surveyor, or four years from the date of this agreement

**State of Wisconsin
Department of Natural Resources
For the Secretary**

By: _____
Dennis A. Leith, Superintendent
Northern Highland-American Legion
State Forest

Date: _____

By: _____
Jack Peine -- Landowner

Date: _____

Timber Sale Handbook

State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921, Madison WI 53707-7921
 dnr.wi.gov

**Timber Sale Contractor Checklist
 Pre-Sale Meeting**

Form 2460-009 (R 4/14)

Date: _____

Sale #: _____

Contractor: _____

On Site Forester: _____

Phone#: _____

Phone#: _____

Check all items discussed or covered during the pre-startup meeting. Put N/A (not applicable) to items that do not apply.

Checked Item	Timber Sale Issue	Comments / Decisions made
	1. Review sale area to discuss treatment types and how delineated in field	
	2. Plan of operation and progression of work. Equipment to be used. Start/completion dates.	
	3. Location of roads, landings, and stream / wetland crossings	
	4. Specifications of roads, landings, and stream / wetland crossings	
	5. Appropriate permits obtained (e.g. stream crossing, highway access, etc.)	
	6. BMP issues	
	7. Aesthetic concerns and requirements	
	8. Residual timber damage and rutting	
	9. Utilization standards	
	10. Slash & stump height requirements	
	11. Scaling system (e.g. Haul tickets, woods scale, lump sum). Placement of ticket box. Schedule of log scaling	
	12. Wood conversion factors	
	13. Log and bolt specifications	

Timber Sale Handbook

	14. Decking and sorting requirements	
	15. Designated contractor contact and phone number(s).	
	16. Currency of insurance certificates and LOC.	
	17. Payment provisions (e.g. advanced payment, interest charges, deferred payment time frames)	
	18. Gate maintenance, repair & closure. Issuance and return of keys	
	19. Spill prevention & control including trash cleanup. An appropriate spill containment & clean-up kit shall be maintained by the contractor at site per WI BMPs for Water Quality field manual.	
	20. Seasonal restrictions	
	21. Special conditions and/or restrictions	
	22. Removal and treatment of non-merchantable timber	
	23. Site preparation requirements	
	24. Sale closeout requirements – (roads, landings, culverts, slash disposal, etc.)	
	25. Contract expiration / extension policy	
	26. Protection of resources (endangered resources, survey markers, property lines, etc.	
	27. Training certificate on file.	
	28. Mill destinations and return of mill scale tickets	
	29. Fire suppression contingencies	

Additional comments: _____

 DNR / County Representative signature

Date: _____

8-11-14

 Contractor Representative signature

Date: _____

Logging Access Road Land Use Agreement

Notice: This form is used to authorize road access for administrative and logging purposes across DNR land, per Wis. Stat. ss. 23.09(2)(h), 23.09(2m), 23.09(10), 28.02(5), 28.04(2), 28.07, and Wis. Admin. Code ss. NR 1.48 and 1.485. Information collected will be used to document the terms and conditions of the agreement. Personal information collected will be used for administration of the agreement and may also be made available to requesters under Wisconsin's Open Records laws [ss. 19.31 - 19.39, Wis. Stats.].

_____, hereinafter referred to as the “**GRANTOR**”, for good and valuable consideration set forth herein, hereby grants an Access Road Land Use Agreement to _____, hereinafter referred to as “**GRANTEE**”, for administrative and logging access across the following described land owned by _____, in the Town of _____, _____ County, Wisconsin:

(List Legal Description Here)

(See attached map, diagram).

The Access Road Agreement shall be subject to the following conditions:

1. The Agreement shall be in effect from _____ to _____. This Agreement is solely for the **GRANTEE** and contractors under contract with the **GRANTEE** to access (ingress and egress) **GRANTOR’S** property across the above-described property.
2. A cash bond or letter of credit in the amount of _____ will be required at signing of this access agreement.
3. The **GRANTEE** agrees that the bond shall be forfeited to the **GRANTOR** as liquidated damages upon the **GRANTOR’S** determination that a condition or term of this agreement has been breached by the **GRANTEE**; unless the **GRANTOR** chooses and can reasonably determine the actual damages suffered as a result of the breach of the agreement. Damages assessed under this agreement are the responsibility of the **GRANTEE** and may be deducted from this bond and otherwise collected by the **GRANTOR**. **GRANTOR** reserves the right to seek any amount of actual damages in excess of the bond.
4. The **GRANTOR’S** damages upon the **GRANTEE’S** failure to perform this Contract include, but are not limited to:
 - (a) All costs of access cleanup, restoration or completion of performance not completed by the **GRANTEE**.
 - (b) If the **GRANTOR** seeks damages for breach of this contract through court proceedings, and if the **GRANTOR** prevails in such proceedings, in whole or in part, then the **GRANTEE** agrees to pay all of the **GRANTOR’S** actual and reasonable expenses, including attorneys and expert witness fees.

5. **GRANTOR** shall be allowed year-round administrative access. The **GRANTEE** shall notify the **GRANTOR** not less than fourteen (14) days before work starts on the road access. Use of the access route is for _____ (e.g. harvesting and hauling of cut forest products, tree planting, etc.) by the **GRANTEE** and its agents and is limited to:

(frozen ground conditions, seasonal restrictions, list other limitations of use).
6. **GRANTOR** and **GRANTEE** shall verify the location of the access route prior to the signing of this agreement. The location is depicted on the attached map (*reference Map # or attachment*) _____ that is a part of this agreement. Any damages caused to the access route by the **GRANTEE** or its agents shall be repaired by the **GRANTEE**. No improvements to the access route shall be done without prior written consent from **GRANTOR** and **GRANTEE**.
7. The **GRANTEE** shall, before this agreement takes effect, submit an access plan to the **GRANTOR** describing the access width, any new construction, maintenance, improvements and upgrades on the above described property access. This access plan shall be submitted, to the **GRANTOR** not less than fourteen (14) days before work is to commence.
8. All stumps, slash, waste material and other debris resulting from permitted land use shall be disposed of by the **GRANTEE** as described in the access plan.
9. If the **GRANTOR** determines that further use of the above described property by the **GRANTEE** is not in the best interest of the **GRANTOR**, for whatever reason or continued use interferes with present or future management objectives of the **GRANTOR**, the **GRANTOR** reserves the right to cancel this permit by 30 day written notice to the **GRANTEE**.
10. The **GRANTEE** shall maintain the area under this agreement in a safe and environmentally sound condition at all times, causing no obstruction to free and uninhibited use by the public or **GRANTOR**.
11. No gates, signs or other articles of the **GRANTEE** will be allowed on the **GRANTOR'S** property.
12. The **GRANTEE** agrees to reimburse **GRANTOR** for any unauthorized property or environmental damage to the subject property that may arise from the construction, maintenance, or use of the described lands.
13. The **GRANTEE** is required to follow all Best Management Practices for Water Quality and acquire any necessary licenses and permits. **GRANTEE** further agrees to conduct no unlawful activities on **GRANTOR'S** property under the guise of this agreement or otherwise.
14. Should the general intended use for which this agreement was granted, be changed or altered, this agreement shall be automatically null and void.
15. Upon completion of the intended purpose of this agreement the access is to be restored to "as good as original" condition and closed by _____ (e.g. rocks, berms, etc.) or left open, as determined by **GRANTOR**. *Select one option.*
16. No right of ownership shall occur through adverse possession or otherwise, solely by virtue of this Agreement.

- 17. This Agreement is non-assignable and non-transferable.
- 18. This Agreement may be renewed by mutual consent of both parties following date of expiration.
- 19. All merchantable wood or products from GRANTOR's property shall be billed to the GRANTEE at an appraised rate as determined by the GRANTOR.
- 20. In return for access, the GRANTEE agrees to: _____

*(List any payments to be made, reciprocal access to be granted, road improvements that may be afforded the GRANTOR. * This should be determined through consultation with the Regional Real Estate Specialist). A minimum transaction fee shall be charged for all agreements unless the Department receives a tangible benefit in return. For agreements 5 years or less in duration, the minimum value to the Department is \$200 per agreement. Agreements granted to adjacent owners in the spirit of cooperation may be granted at a minimum transaction value of \$100 with proper justification.*

21. The GRANTEE shall be liable for the negligent acts or omissions of the GRANTEE'S employees, officers and managers who are acting within the scope of their employment where such acts or omissions are the result of entry and use of the above described property for the purposes expressed herein and to the extent authorized by Wisconsin law. This paragraph shall not be construed as creating a public debt on the State of Wisconsin in contravention of Article VIII of the Wisconsin Constitution, and all duties, responsibilities and liabilities are subject to the availability of legislative appropriations.

22. _____ *(Name and address of the GRANTEE and/or Agents)* hereby agrees to release, indemnify, defend, and hold harmless the GRANTOR, their officials, officers, employees, and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or cause of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. The State of Wisconsin does not waive, and specifically reserves, its right to assert any and all affirmation defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893, and related statutes.

The undersigned parties, by their signatures, attest that they are duly authorized to grant this Agreement.

STATE OF WISCONSIN
DEPT. OF NATURAL RESOURCES
 (GRANTOR)

 Secretary's Director

 GRANTEE - NAME

 DATE
 Regional Program Manager

 GRANTEE ADDRESS

 Property Manager

 DATE

 DATE

Timber Sale Handbook

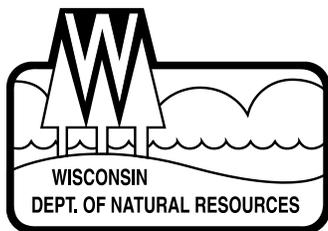
Region	NOR	Property	Northern Highland SF	Code	6476	County	Vilas	
						Tract Number	16-09	
						Sale Number	844	
16 Species Code	A	MX ¹	PR	PR				
17 Product Code	24T	24T	24T	10				
18 Fell and Buck	0.28	0.28	0.28	0.10				
19 Skidding	0.20	0.20	0.20	0.14				
20 Roads	0.05	0.05	0.05	0.03				
21 Hauling	0.28	0.28	0.28	0.18				
22 Market	0.14	0.14	0.14	0.08				
23 Quality	0.13	0.10	0.09	0.40				
24 Total Appraisals	1.08	1.05	1.04	0.93	0.00	0.00	0.00	
25 Base Stumpage Rate	\$13.00	\$12.40	\$17.90	\$143.00				
26 Appraised Value/Unit	\$14.04	\$13.02	\$18.62	\$132.99	\$0.00	\$0.00	\$0.00	
27 MBF				10.50			10.5	
28 Cords							0	
29 Tons	1500	600	220				2320	
30 Fine Woody Material Advertised in 28 / 29	360	120	45				525	
31 Pieces							0	
32 Total Appraised Value	\$21,060.00	\$7,812.00	\$4,095.52	\$1,396.40	\$0.00	\$0.00	\$0.00	\$34,363.92
33 Advertised Value/Unit								
Reduced	0%	\$ 14.00	\$ 13.00	\$ 18.60	\$ 133.00	\$ -	\$ -	\$ -
34 Total Advertised Value	\$21,000.00	\$7,800.00	\$4,092.00	\$1,396.60	\$0.00	\$0.00	\$0.00	\$34,288.50
35 Sold Product Code	24T	24T	24T	10				
36 Total Sold Volume	1,380	560	205	10.5				
37 Fine Woody Material Sold in 36	240	80	30				350	
38 Sold Value/Unit	A	\$16.00	\$13.50	\$18.00	\$140.00			
	B							
	C							
39 Total Sold Value	\$ 22,080.00	\$ 7,560.00	\$ 3,690.00	\$ 1,470.00	\$ -	\$ -	\$ -	\$34,800.00
40 Partial Reported Volume								
41 Partial Reported Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
42 Final Report Volume	A							
	B							
	C							
43 Final Report Value	A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44 Total Report Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
45 Total Sale Volume	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
46 Fine Woody Material Vol included in 45	0	0	0					0
Qualifying Comments:								
*Sale was advertised to a whole tree utilization however the highest total bid was only to a 2" top dib.								

Timber Sale Handbook

Region	NOR	Property	Northern Highland SF	Code	6476	County	Vilas	
							Trect Number	16-09
							Sale Number	844
16. Species Code	A	MX ¹	PR	PR	XX			
17. Product Code	24T	24T	24T	10				
18. Fell and Buck	0.28	0.28	0.28	0.10				
19. Skidding	0.20	0.20	0.20	0.14				
20. Roads	0.05	0.05	0.05	0.03				
21. Hauling	0.28	0.28	0.28	0.18				
22. Market	0.14	0.14	0.14	0.08				
23. Quality	0.13	0.10	0.09	0.40				
24. Total Appraisals	1.08	1.05	1.04	0.93	0.00	0.00	0.00	
25. Base Stumpage Rate	\$13.00	\$12.40	\$17.90	\$143.00				
26. Appraised Value/Unit	\$14.04	\$13.02	\$18.62	\$132.99	\$0.00	\$0.00	\$0.00	
27. MBF				10.50			10.5	
28. Cords							0	
29. Tons	1500	600	220				2320	
30. Fine Woody Material Advertised in 28 / 29	360	120	45				525	
31. Pieces							0	
32. Total Appraised Value	\$21,060.00	\$7,812.00	\$4,095.52	\$1,396.40	\$0.00	\$0.00	\$0.00	\$34,363.92
33. Advertised Value/Unit								
Reduced	0%	\$ 14.00	\$ 13.00	\$ 18.60	\$ 133.00	\$ -	\$ -	\$ -
34. Total Advertised Value	\$21,000.00	\$7,800.00	\$4,092.00	\$1,396.50	\$0.00	\$0.00	\$0.00	\$34,288.50
35. Sold Product Code				10	24T			
36. Total Sold Volume	0	0	0	10.5	2,320			
37. Fine Woody Material Sold in 36				0	525			525
38. Sold Value/Unit	A			\$140.00	\$15.00			
	B							
	C							
39. Total Sold Value	\$ -	\$ -	\$ -	\$ 1,470.00	\$ 34,800.00	\$ -	\$ -	\$36,270.00
40. Partial Reported Volume								
41. Partial Reported Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
42. Final Report Volume	A							
	B							
	C							
43. Final Report Value	A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44. Total Report Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
45. Total Sale Volume	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
46. Fine Woody Material Vol. Included in 45	0	0	0	0	0			0

Qualifying Comments:

***High Bidder was a whole tree contractor who wishes to combine all pulpwood and fine woody material for chipping. A weighted average of the individual species bids was used to arrive at the Sold Value / Unit for the combined species.**



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Gloria L. McCutcheon, Regional Director

Kettle Moraine State Forest - Southern Unit
S91 W39091 Highway 59
Eagle, Wisconsin 53119
Telephone 262-594-6200
FAX 262-594-6222

January 14, 2010

Tri City National Bank
Attn: Letter of Credit Department
10909 W. Greenfield Avenue
West Allis, WI 53214

Dear Sir/Madam:

This letter is to notify the Tri City National Bank that the Wisconsin Department of Natural Resources is drawing on Irrevocable Letter of Credit number 2105, issued to Jack A. Pine, d/b/a The Pine Guy Logging (hereinafter referred to as Jack A. Pine). This letter of credit serves as a performance bond on Timber Sale Contract number 6813 – 452 held by Jack A. Pine on the Kettle Moraine State Forest – Southern Unit.

Jack A. Pine has been found in breach of this timber sale contract for excessive rutting and failure to repair this damage. While completing operations on this timber harvest, Jack A. Pine did significant rutting to the site while bringing the remaining wood to the landing, exceeding the rutting standards stated in condition # 19 of the contract. The option of repairing the rutting damage was offered to Mr. Pine in several phone conversations, but he has refused this option. The Wisconsin Department of Natural Resources has hired a private contractor to repair this damage at a cost of \$1,358.00.

Please send a check in the amount of \$1,358.00 for these actual damages. Make the check payable to the Wisconsin Department of Natural Resources and forward to the above address within 30 days, by February 13, 2010. If you have any questions on this matter, please give me a call.

Sincerely

Michael Sieger
Forester, Wisconsin DNR

Cc: Public Lands Specialist - FR/4
Quinn Williams – LS/8
Mr. Jack A. Pine – The Pine Guy Logging