



SPECIAL USE HUNTING CAMP PERMIT POLICY AND PROCEDURES

***As adopted by the Forestry & Parks Commission on September 19, 2013.**

Revised July 20, 2017

New Permits

With the adoption of this policy, the Gogebic County Forestry and Parks Commission placed a cap on the number of Hunting Camp Permits issued at SIXTY SIX (66). No new Hunting Camp Permits will be issued. The only exception to this cap will be if Gogebic County acquires a new tract of land either via purchase or exchange, and the newly acquired tract of land has an existing Hunting Camp. If such is the case, the party involved with the newly acquired Hunting Camp, must submit a permit application with the Gogebic County Forestry and Parks Commission.

Transfer of Permits

Permits may be transferred to another party with approval of the Gogebic County Forestry and Parks Commission. In order to begin the transfer process, the Permittee or Registered Agent if more than one permittee must notify the Gogebic County Forestry and Parks Commission in writing of their intentions. The Party, to whom the Permittee(s) wishes to transfer the permit, must fill out a permit application (Exhibit C.). When a transfer has been approved by the Gogebic County Forestry and Parks Commission, the Gogebic County Forestry and Park staff will be responsible for issuance of the permit. Only one Permittee per permit will be allowed. Permittee may designate only one successor to the permit. Successor is defined as the person who will assume the role of the permittee in the event of incapacitation or death of the listed permittee. The successor is not necessarily entitled to transfer of, or inheritance of, the Hunting Camp permit. The successor may apply for a transfer of the permit if the site has not been designated for removal from the Hunting Camp Program. The Permittee can change the successor at any time with written notice to the Gogebic County Forestry and Parks Commission.

Permit Application

Only one applicant is allowed per application. The Applicant must have a permanent Gogebic County residence, and must be a resident for a minimum of 6 months during one calendar year. Applicant must provide a physical address of their residence, a post office box is not sufficient.

Applicant must sign a waiver authorizing the Commission to perform a Criminal Background Check. Applicant may not have any of the following offenses; a felony conviction, pending criminal case, judgments or other fees due to Gogebic County. Applicant shall not have any fish or game convictions which resulted in the loss of firearms, personal property, or hunting and fishing privileges.

Permit Requirements

Permittee must have a permanent Gogebic County residence, and must be a resident for a minimum of 6 months during one calendar year. Permittee must provide a physical address of their residence, a Post Office Box is not sufficient. All Special Use Hunting Camp Permits are annual permits and shall be due for renewal on the same date. Permit Fees are Three Hundred Dollars (\$300.00) and are due annually, on a date set by the Gogebic County Forestry and Parks Commission for that permit cycle. Any permit not paid in full, by the due date, shall be assessed a fine of 5% of the total permit fee, per day, from the date fees were due, until paid in full. Any permit fees not paid by the first regular meeting of the Gogebic County Forestry and Parks Commission, following the due date, shall be brought before the Gogebic County Forestry and Parks Commission for termination. Any permit not paid in full 30 days after the due date, shall be terminated for non-payment of fees and assessed service charges. Permittee must sign Hold Harmless Clause (Exhibit A.). Permittee must carry liability insurance for the life of the permit and provide proof of the coverage to the Gogebic County Forestry and Parks Commission on an annual basis.

- Minimum coverage is \$100,000.

Permittee must sign and date the Gogebic County Forestry and Parks Commission Hunting Camp Special Use Permit. Permittee is subject to the provisions in the Hunting Camp Special Use Permit (Exhibit B.).

Failure of any of the following by the required due date:

1. Payment of the annual fee
2. Signing the Special Use Hunting Camp Agreement
3. Signing the Hold Harmless Clause
4. Providing Proof of Liability Insurance Coverage

Will make the Special Use Hunting Camp Permit null and void. No Special Use Hunting Camp Permit is valid without the signature of the Director of the Gogebic County Forestry and Parks Commission.

Existing Permits

All Existing 2013 Hunting Camp Permits can retain the current list of Permittees listed on their most recent Special Use Hunting Camp Permit but no new permittees can be added to that list. **If Permittee is the only one listed on the Special Use Hunting Camp Permit, permittee may designate a successor.** Successor is defined as the person who will assume the role of the permittee in the event of incapacitation or death of the listed permittee. The Permittee can change the successor at any time with written notice to the Gogebic County Forestry and Parks Commission. In the event that more than one permittee is shown on the permit, the permittees must agree to name one among their numbers as the “registered agent”. The registered agent must have a permanent Gogebic County residence, and must be a resident for a minimum of 6 months during one calendar year. The registered agent must provide a physical address of their residence, a Post Office Box is not sufficient. The Gogebic County Forestry and Parks Commission shall be required to notify only this agent of any communications or actions that are taken with regard to the special use permit. In the event that a change of a registered agent is required (Death, Incapacitation, Relocation, etc.), it shall be the obligation of all the permit holders to notify the Gogebic County Forestry and Parks Commission, in writing, of such a change. Further, it shall be the obligation of all permittees to notify the Gogebic County Forestry and Parks Commission in writing of the deletion of any other permittee from the permit. In the event that a permit is issued to more than one individual and a dispute concerning the “ownership” of the permit arises, it shall be understood that the Gogebic County Forestry and Parks Commission will not become involved in mediating a use dispute. In the event that the permittees cannot resolve the dispute and the “ownership” rights are grieved to the Gogebic County Forestry and Parks Commission, this alone shall be reason for the Gogebic County Forestry and Parks Commission to revoke the permit.

Personal Property

Personal property is defined as the Hunting Camp, Camper Trailer, and any other structures, etc. that have been placed on the permitted site. The Gogebic County Forestry and Parks Commission acknowledges that there may be more than one owner of the personal property on the permitted site. Further, the permittee or registered agent may elect to furnish the Gogebic County Forestry and Parks Commission a legal document listing all parties that have a vested interest in the personal property. In the event that the personal property is owned by more than one individual and a dispute concerning the “ownership” of the personal property arises, it shall be understood that the Gogebic County Forestry and Parks Commission will not become involved in mediating a personal property dispute. In the event that the personal property owners cannot resolve the dispute and the “ownership” rights are grieved to the commission, this alone shall be reason for the Gogebic County Forestry and Parks Commission to revoke the special use permit that the personal property sits upon.

Termination of Permit

In the event a permit is terminated by the Commission, the following procedures shall be adhered to. Permittee shall be given 30 days to remove all property from the site. After 30 days, any buildings on the site or other personal property still remaining shall be removed and disposed of by the County and billed to the Permittee. Once all property has been removed from the site, an advertised lottery may be held for the site, if the site has not been designated for removal from the Hunting Camp Program. The successful Lottery winner will have to follow the permit application procedure.

EXHIBIT

A.



HOLD HARMLESS CLAUSE

The Permittee agrees to protect, indemnify and save harmless the Gogebic County Forestry and Parks Commission and the County of Gogebic and their agents, servants and employees 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 the identified use or uses of this Special Use Permit or in connection with any action or omission of the Permittee, who shall defend the Gogebic County Forestry and Parks Commission or any of its employees in any such cause of actions or claims.

Registered Agent

Successor

Registered Agent Signature/Date

Director of Forestry and Parks Signature/Date

EXHIBIT B.



GOGEBIC COUNTY FORESTRY AND PARKS COMMISSION

**SPECIAL USE PERMIT
HUNTING CAMP**

The Gogebic County Forestry and Parks Commission hereby grants to _____, whose legal address is _____, the right to maintain hunting camp permit # _____, location _____ on County Forest land for the period of [Click here to enter a date.](#) To [Click here to enter a date.](#) For this use the permittee agrees to pay the Forestry and Parks Commission the sum of **Three Hundred Fifty Dollars (\$350.00)** for the period _____ to _____ and thereafter annually on or before **September 30th**, an equal sum of **Three Hundred Fifty Dollars (\$350.00)**: provided, however, charges for this use shall be reviewed and if deemed necessary adjusted by the Forestry and Parks Commission at its discretion during the life of the permit. **A service charge in addition to the regular fees shall be assessed for failure to meet the fee payment due date. The service charge shall be five percent (5%) of the total permit fee, per day, from the date fees were due. PERMIT FEES NOT PAID BY THE FIRST REGULAR MEETING OF THE GOGEBIC COUNTY FORESTRY AND PARKS COMMISSION, FOLLOWING THE DUE DATE, SHALL BE BROUGHT BEFORE THE GOGEBIC COUNTY FORESTRY AND PARKS COMMISSION FOR TERMINATION. This permit shall be terminated 30 days after due date for non-payment of fees and assessed service charges.**

This permit is not valid unless signed by the permittee/registered agent and Director of the Gogebic County Forestry and Parks Commission. This permit is not valid unless the attached Hold Harmless Clause has been signed and dated (Exhibit A.). The permittee must carry a minimum liability insurance policy of **\$100,000.00** and provide proof of the coverage for the life of the permit to the Gogebic County Forestry and Parks Commission on an annual basis. This permit is not valid unless proof of the liability insurance policy has been received by the Gogebic County Forestry and Parks Commission.

In addition to the above, the permittee is subject to the following general provisions that will govern the use of County land provided by this permit.

1. The Special Use Permit is issued only for the site upon which the camp is situated. No exclusive land use rights exist. (I.E. - Permittee does not have exclusive hunting rights!)
ALL COUNTY FOREST LAND IS OPEN TO THE PUBLIC.
2. Personal property is defined as the Hunting Camp, Camper Trailer, and any other structures, etc. that have been placed on the permitted site. The camp, and any other buildings, etc., are considered personal property, and at the discretion of the particular township in which the camp lies may be placed on the township annual tax assessment rolls as such. The Gogebic County Forestry and Parks Commission acknowledges that there may be more than one owner of the personal property on the permitted site. Further, the permittee or registered agent may elect to furnish the Gogebic County Forestry and Parks Commission a legal document listing all parties that have a vested interest in said personal property.
3. Permittee shall do no construction work without the consent of the Forestry and Parks Commission. Permittee is also required to obtain a building permit if required in a particular township. Building size shall be limited to 800 total square feet. Failure to acquire all necessary permits is cause alone for the Gogebic County Forestry and Parks Commission to revoke the Special Use Permit
4. The premises shall be kept in a neat, orderly condition; no refuse may be dumped, piled, buried or scattered on County Forest land. Refuse is defined as, but not limited to, garbage, cans, bottles, batteries, yard trimmings, old vehicles, appliances, and lumber or other building materials not intended for use. All refuse must be disposed of via a legal disposal site. Violations will result in immediate cancellation of the permit and responsibility for total clean-up costs.
5. Permittee shall observe and comply with all Federal, State and Local laws and regulations concerning sanitation and the protection of health which are effective within the area covered by this permit and shall adopt all necessary precautions to prevent the pollution of the waters of streams or springs by any harmful substances.
6. Permittee shall be directly responsible for the conduct of those who occupy the premises with his permission. Disorderly or objectionable conduct or violation of any conservation laws by them or by the permittee himself shall be reason for the immediate cancellation of the SPECIAL USE PERMIT, without refund of any portion of the permit fee.
7. Permittee shall cooperate fully with all law enforcement officers, particularly conservation officers, who shall be permitted to inspect the premises at any time.

8. The permittee shall fully repair all damage to roads and trails in the County Forests caused by the permittee or his guest(s) in the use of this permit.
9. The permittee, under no circumstances shall block any County Forest road or trail, including roads leading to the permittee's camp location. Any device including, but not limited to, gates, cables, wires, chains that can be used to restrict motorized traffic are prohibited and a single violation will result in immediate termination of the permit without refund of any portion of the permit fee.
10. Permittee is prohibited from placing any type of sign on County Forest land. Unauthorized signs include but are not limited to those that prohibit hunting, road closures, no trespassing, and private property. Official fire numbers may be posted at the entrance to main roads. Camp names and private property signs can only be placed on permittee's own buildings.
11. The Forestry and Parks Commission shall be notified in advance if a permittee intends to relinquish his Special Use Permit. The permittee does not have the right to transfer or otherwise assign the Special Use Permit to another party. In the event of the sale of a camp, the permittee must inform the prospective buyer that no guarantee exists that a Special use Permit will be transferred from one party to another. A request to transfer a permit shall be presented to the Forestry and Parks Commission for consideration. Special Use Permits shall be limited to Gogebic County residents only.
12. Permittee shall not remove soil, sand and/or gravel, trees, or other vegetation from Gogebic County Forest lands without written permission from the Forestry and Parks Commission.
13. Gogebic County retains the right to use all roads at any time. Gogebic County is not required to maintain or repair damage to roads caused by others or by natural acts such as flooding, washouts or beaver damage. Gravel from County Forest pits may be used to repair or maintain roads but only with a gravel use permit issued by the Forestry and Parks Commission. Any road maintenance or improvement shall be approved by the Forestry and Parks Commission.
14. The permittee shall not currently have any indebtedness to Gogebic County for any reason. Any fees due Gogebic County shall be paid before a permit can be issued.
15. The permittee shall protect the scenic and esthetic values of County Forest land as far as possible consistent with the authorized use of this permit. In addition all reasonable precautions shall be taken to prevent and to suppress forest fires.
16. Permittee shall comply with all appropriate ordinances within the governmental unit in which the camp lies.

17. The permittee understands that the Special Use Permit is terminable for cause, and permittee therefore agrees that a condition of this permit is the compliance with all State and Federal game rules and regulations, including those which prescribe the legal use of tree stands and ground blinds. Further, permittee understands that he/she shall be held responsible for any violation by any guest or invitee. The Forestry and Parks Commission, upon recommendation of any law enforcement officer for violation of any State or Federal game rule or regulation, shall have the sole discretion to terminate the Special Use Permit for cause.
18. Permittees by their signature below acknowledge that this permit grants the very limited interest in land known as a “license,” that is revocable not only for the specified reasons within this agreement, but “at will” by the Gogebic County Forestry and Parks Commission.
19. Permittee, by his/her signature below, acknowledges that in the event that this license is revoked by the Gogebic County Forestry and Parks Commission, they will have Thirty days (30) to remove their personal property from County land or same shall be deemed forfeited to the County. (Any structures placed upon this permit are considered personal property for purposes of this agreement).
20. By designating this an annual permit, the Commission declares that this is being done to simplify administration of these licenses and licensees cannot and should not rely upon the stated term for anything other than the Commission’s administrative needs and that the Commission hereby retains its ability to revoke this license at will and its only obligation will be to refund any fees that are collected in advance by this designation.
21. Permit Disputes – In the event that a permit is issued to more than one individual and a dispute concerning the “ownership” of the permit arises, it shall be understood that the Gogebic County Forestry and Parks Commission will not become involved in mediating a use dispute. In the event that the permittees cannot resolve the dispute and the “ownership” rights are grieved to the Gogebic County Forestry and Parks Commission, this alone shall be reason for the Gogebic County Forestry and Parks Commission to revoke the permit
22. Personal Property Disputes - In the event that the personal property is owned by more than one individual and a dispute concerning the “ownership” of the personal property arises, it shall be understood that the Gogebic County Forestry and Parks Commission will not become involved in mediating a personal property dispute. In the event that the personal property owners cannot resolve the dispute and the “ownership” rights are grieved to the Gogebic County Forestry and Parks Commission, this alone shall be reason for the Gogebic County Forestry and Parks Commission to revoke the special use permit that the personal property sits upon.

23. In the event that more than one permittee is shown on the permit, all permittees agree to name one among their numbers as the “registered agent”. The registered agent must have a permanent Gogebic County residence, and must be a resident for a minimum of 6 months during one calendar year. The registered agent must provide a physical address of their residence, a post office box is not sufficient. The Gogebic County Forestry and Parks Commission shall be required to notify only this agent of any communications or actions that are taken with regard to the special use permit. In the event that a change of a registered agent is required (death, incapacitation, relocation, etc.), it shall be the obligation of all the permit holders to notify the Gogebic County Forestry and Parks Commission, in writing, of such a change. Further, it shall be the obligation of all permittees to notify the Gogebic County Forestry and Parks Commission in writing of the deletion of any other permittee from the permit.
24. The permittee agrees to assume all risks, and to accept all liability, which may be involved in the entering upon County Forest land. The permittee agrees to annually submit current certificate of liability insurance listing Gogebic County Forestry and Parks Commission as a certificate holder and the permitted structure as insured for no less than \$100,000.00. Proof of the coverage must be for the life of the permit and attached to the signed permit. Further, permittee agrees to save and hold harmless the Forestry and Parks Commission, its employees, and assigns from any injuries or damage suffered by the permittee or others while using County Forest land. Permittee must sign the Hold Harmless Clause (Exhibit A).
25. In the event that for any reason a permit is revoked by the Commission, no current permittee shall be eligible to reapply for said permit.

This permit will have no Force and Effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning both copies to the Forestry and Parks Commission along with a copy of current liability insurance policy. Upon approval of the Director, one copy will be returned to the permittee.

Greg Ryskey, Director
Gogebic County Forestry & Parks

Date

I/we have read the foregoing permit and agree to accept and abide by its terms and conditions.

Designation of registered agent and address pursuant to paragraph 22:

Registered Agent

Successor

Registered Agent Signature

Date

Legal Address

Mailing Address

City/State/ZIP



EXHIBIT C.

Gogebic County Forestry & Parks Commission
APPLICATION FOR SPECIAL USE PERMIT – HUNTING CAMP

Applicant Name: _____

Applicant Address of Residency: _____

State/ZIP: _____

Applicant Phone#: _____

Application is hereby made for a permit to utilize the following described lands for the purpose of a hunting camp site. Current permit # _____:

(location description)

The following building or buildings are currently located upon the lands for which this application for a special use permit is being made:

Upon approval of this application, construction of intended improvements will begin on _____ and will be completed by _____. The estimated cost of the improvements is \$ _____ and will consist of the following:

By signing and submitting this application, I agree to abide by all of the policies, rules and regulations of the Gogebic County Forestry & Parks Commission, with the understanding that the permit may be immediately revoked by the Commission for any infraction or violation of the policies, rules and regulations.

(Applicant Signature)

(Date)

Exhibit D.

Gogebic County Forestry & Parks Commission
Criminal Background Check Waiver Form

I hereby give the Gogebic County Forestry and Parks Commission (GCFPC) permission to obtain information relating to my criminal history record. The criminal history record, as received from reporting agencies, may include arrest and conviction data as well as a plea-bargaining and deferred adjudication. I understand that this information will be used, in part to determine my eligibility for employment with the GCFPC. I understand that I will have an opportunity to view the criminal history, and a procedure is available for clarification, if I dispute the record as received. The information received will remain confidential and only the Forestry and Parks Commission will be party to this information. This information is for internal use only and will not be released to anyone outside of the GCFPC.

I, the undersigned, do release, discharge and hold harmless GCFPC from all causes of action, suits, liabilities, costs, claims and any related legal fees resulting from investigation of my background. The following is my true and complete legal name and all information is true and correct to the best of my knowledge.

Print: Last First M.I.

(Maiden Name or Other Names Used)

Present Address How Long?

City/State Zip Code

Former Address How Long?

City/State Zip Code

Date of Birth Social Security/Insurance Number

Driver's License Number State/Province of Issue

Have you ever been convicted of a crime? Yes No

What was the nature of the offense? _____

Are there any criminal charges pending against you? _____

Applicant Signature Date