

# **Arkansas Forestry Commission**

## **Technical Services Rules and Regulations**

Revised April 4, 2013

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# TECHNICAL SERVICES

(Excerpt from Rules & Regulations Handbook)

The Commission offers technical services in several areas in an effort to promote the accomplishment of sound forestry practices on the private and public forest lands of the State. The technical services of the Commission are primarily offered to eligible applicants in an effort to provide those services not available due to the absence of vendors, professional forestry consultants, and/or reasonable rates. Commission technical services are also offered as a complement to the technical assistance programs provided. The technical services offered by the Commission involve service charges, and are not to be confused with technical assistance services, which are free.

The technical services are available in total or in part to all private landowners, both resident and non-resident; and other, to the extent that the Commission purpose and efforts are accomplished and consistent with the best interests of private non-industrial landowners.

The Commission has established certain constraints pertaining to technical services rendered which include applicant eligibility, amount of assistance time by Commission personnel, and acreage limits. Any and all constraints listed are for the purpose of placing priority of assistance toward applicants having the greatest need and also to allow service to as many applicants as possible, within the limitations of Commission personnel and fiscal resources.

All Commission technical service programs are accompanied by service charges, as appropriate. All applicants are served in turn with respect to existing workload. Application for technical assistance may be accomplished by submission of Commission "Application for Forestry Assistance" form. Written application will suffice as an application request form, in all instances.

Commission technical services are to be available not in conflict with any like commercial professional forestry consultant and/or vendor services. The Commission desires to promote proper forest practices through demonstration and not to engage in larger scale production efforts available from the latter services. Should any applicant's technical service request indicate that production efforts prevail over demonstration aspects, professional forestry consultants and/or commercial vendors will be suggested for the work and a current list of area vendors will be furnished.

The constraints that are applicable to Commission technical services are later listed for each service area offered. Those constraints are imposed so as to not compete with any available commercial vendors. As in the case of the technical assistance programs, it is possible that an applicant could apply for more than one area of technical services. Should this occur, it has been determined that regardless of the number of services requested, no more than five (5) person days per year of technical service, in the aggregate, may be allowed for any one applicant.

## **TECHNICAL SERVICES: Excerpt from R&R Handbook**

An important aspect of the Commission technical assistance and technical service programs is that they are separate programs and are accompanied by separate application constraints. Should an applicant apply for technical assistance then those constraints shall apply for each individual practice as well as the overall time constraint listed. The same applies to technical services. However, it is possible for an applicant to apply for both technical assistance and technical service programs. In this case, it has been determined that no more than five (5) person days per year of any combination of technical service, in the aggregate, may be allowed for any one applicant. Those assistance and/or service programs that are offered with no time constraint, i.e. fire protection, insect and disease management, fire lane construction, etc., will be exempt from any individual and overall time constraints. The Commission personnel time constraints previously discussed, and which will later be listed, may be waived only when approved by the **State Forester** or his designated representative as necessary to promote proper forest practices through demonstration.

# **COST INDEX**

## **For Services Rendered**

### FIRE LANE CONSTRUCTION

Custom ..... \$85.00 per Hour

### TIMBER MARKING

Pine/Hardwood Sawtimber ..... \$2.00 per MBF Marked

Pine/Hardwood Pulpwood..... \$.40 per Cord Marked

Posts/Poles/Piling ..... \$15.00 per M Cu. Ft. Marked

### TREE PLANTING

Tree Planting ..... \$61.00 per Thousand

### PRESCRIBED BURNING PROGRAM

Prescribed Burn.....\$32.00 per Acre  
(Minimum \$575.00 per contract)

# ACTUAL EXPENDITURE COST RATE

## For Technical Services

Forest Ranger I .....	\$23.23 per hour
Forest Ranger II .....	\$24.39 per hour
Forest Ranger III .....	\$26.90 per hour
Foresters .....	\$28.25 per hour
Auto (1/2 T trucks) .....	\$0.43 per mile
Truck (plow truck) .....	\$0.95 per mile
Plow (dozer) .....	\$ 60.00 per hour

(Rates updated 3/25/2011)

# FIRE LANE CONSTRUCTION

(Excerpt from Rules & Regulations)

Provided upon request to private landowners, this service is offered primarily in an effort to protect the forest and non-forest watershed lands of the State from wildfire. This service should not be confused with, and is no way related to Prescribed Burning for silvicultural purposes. This service, as in the case of other Commission technical services, is not designed for large scale production efforts available from commercial vendors, but is offered primarily for landowners who are unable to secure vendor prices and/or reasonable rates.

The Commission may construct fire lanes or fire breaks on private lands with Commission equipment and manpower when the landowner enters into agreement with the Commission.

When in the best interests of the Commission fire prevention efforts of the State, the Commission may burn areas in conjunction with fire lane construction. The latter activity shall be accomplished at the discretion of the Commission and is currently performed only on that railroad right-of-way exhibiting a recorded occurrence of railroad fires that is deemed unacceptable. This service is provided, when necessary, for the protection of the forests of the State as a whole. There is, of course, a difference in charges for work performed when burning is done as compared only to fire lane construction.

There are no constraints imposed on this service by the Commission, either time or otherwise due to the importance of fire prevention and/or protection to the populace of the State.

Custom fire lane construction includes no burning and the charges will be an expressed amount per hour, per crew. A crew normally consists of a fire plow unit and two persons. The charge is computed on such a manner as not to exceed actual Commission costs. Railroad rights-of-way fire lane construction includes the burning of selected areas. The charges will be an expressed amount per mile of track which includes fire lanes and burning on both track sides.

The Commission, with discretion, may do a limited amount of fire lane construction for rural churches, cemeteries, etc., at no charge. These cases will be limited to no more than thirty (30) minutes actual work per applicant. In addition, this service, at the discretion of the Commission, may be done without charge when done for demonstration purposes that ultimately will benefit the public, as regards sound forest protection principles. Services done without charge would involve selected private landowners, schools, cities, communities, private organizations, etc., and would require the approval of the State Forester or his designated representative.

The service categories and charges for this program shall be as determined by the Board of Forestry Commissioners and amended from time to time as necessary to be commensurate with a representative area sampling of reasonable vendor rates. Service categories available and current rates will be published and available in all Commission offices.

The landowner will pay the Commission within thirty (30) days of receipt of a statement for services rendered.

## **FIRE LANE CONSTRUCTION GUIDELINES**

1. When a fire lane construction job is initiated, the fire lane work agreement will be completed, and must be signed by the landowner (agent) and the District Forester or designee. A copy of the [FIRE LANE CONSTRUCTION WORK AGREEMENT](#) may be sent to the landowner at this time, or retained and sent with the [Invoice](#) after completion of the work.
2. After completion of the fire lane, a [FIRE LANE CONSTRUCTION JOB RECORD](#) and Invoice needs to be completed by the County office. The FIRE LANE CONSTRUCTION JOB RECORD, Invoice, and FIRE LANE WORK AGREEMENT will be sent to the District Office. The original invoice is to be mailed to the landowner (agent) requesting payment by the District Office. (A copy of the FIRE LANE CONSTRUCTION WORK AGREEMENT may be sent to the landowner at this time with the Invoice.) The actual cost of the fire lane construction as figured on the FIRE LANE CONSTRUCTION JOB RECORD will not be entered on the original invoice. Actual cost will be entered on AFC copies only.
3. When payment is received from the landowner, the District will execute a receipt and mail the yellow copy to the landowner. A copy of all forms pertaining to the fire lane construction job – (1) FIRE LANE CONSTRUCTION WORK AGREEMENT, (2) FIRE LANE CONSTRUCTION JOB RECORD, (3) Invoice, (4) landowner's check or money order will be mailed to the County. The District will keep a file. The District will mail to Little Rock (1) copy of the Invoice, (2) copy of the FIRE LANE CONSTRUCTION JOB RECORD, (3) check or money order from landowner, and (4) white copy of the receipt.
4. The numbering of fire lane construction jobs will be done on a fiscal year basis as money is received by Districts. A job number will not be placed on any form until payment has been received. When payment has been received for a fire lane construction job, the job will be given the FY XX plus the next numerical number from the previous job regardless of the date indicated on the Contract.

# FIRE LANE CONSTRUCTION WORK AGREEMENT

District \_\_\_\_\_ Job \_\_\_\_\_

The Landowner (Agent) \_\_\_\_\_ and the Arkansas Forestry Commission hereby enter this agreement for work described below in Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_, in \_\_\_\_\_ County. GPS Location: Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

A. The Commission agrees:

1. To establish/maintain \_\_\_\_\_ miles of fire lane at \$\_\_\_\_\_ Per Hour.
2. Above charges will be based on total crew time.

B. The Landowner Agrees:

1. To assume responsibility for all boundary lines.
2. To pay the Commission for all work covered by this agreement within thirty (30) days after work is accomplished.

C. It is Mutually Agreed:

1. Because of danger from forest fires, the date and time of work will be at the discretion of the Commission.
2. That all fire break constructions are primarily done for protecting lands from wildfire, and in the event any prescribed and/or control burning is done after fire lanes are constructed by the Commission, the Landowner (Agent) is not exempt from the provisions of the fire laws of the State.

In witness whereof, the Parties hereto have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
District Forester

Original: District Office  
1<sup>st</sup> Copy: Landowner  
2<sup>nd</sup> Copy: County Office

# FIRE LANE CONSTRUCTION JOB RECORD

DISTRICT \_\_\_\_\_ JOB NO. \_\_\_\_\_

LOCATION \_\_\_\_\_

COUNTY \_\_\_\_\_ SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

GPS LOCATION: LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

LANDOWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

RESPONSIBILITY FOR PAYMENT: (LANDOWNER)(AGENT) \$ \_\_\_\_\_

CONTRACT PRICE

## JOB RECORD

PERSONNEL				EQUIPMENT									
NAME or TITLE	TOTAL HOURS	RATE	AMOUNT	VEHICLE (TYPE) MILES RATE AMOUNT				TRACTORS (TYPE) HOURS RATE AMOUNT					

ACTUAL COST \$ \_\_\_\_\_

DATE ACCOMPLISHED \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

COUNTY FORESTER \_\_\_\_\_

Original: District Office  
 1<sup>st</sup> Copy: Landowner  
 2<sup>nd</sup> Copy: County Office

# INVOICE

INVOICE DATE: \_\_\_\_\_

DISTRICT NO: \_\_\_\_\_ JOB NO: \_\_\_\_\_ RECEIPT NO: \_\_\_\_\_

REMIT PAYMENT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BILLED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF SERVICE	UNIT COST	TOTAL HOURS	TOTAL COST
FIRE LANE NEW CONSTRUCTION	\$85.00/HR	_____	_____
FIRE LANE MAINTENANCE	\$85.00/HR	_____	_____
		TOTAL HOURS	_____
		TOTAL COST	\$ _____

FIRE LANE CONSTRUCTION TOTAL MILES \_\_\_\_\_

FIRE LANE MAINTENANCE TOTAL MILES \_\_\_\_\_

TOTAL MILES \_\_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

NOTE: Mail check or money order for services rendered to the above Commission address.

<b>Agency Use: Actual Cost Constr. \$</b> _____
<b>Agency Use: Actual Cost Maint. \$</b> _____

## **TIMBER MARKING**

(Excerpt from Rules & Regulations Handbook)

Provided upon request to private non-industrial landowners. When timber marking is done, it will be in accordance with sound forestry principles, which will have been previously prescribed, usually in the form of a written Management Plan.

Prior to receiving marking assistance, the landowner must complete a marking agreement with the Commission. Trees are then marked on the basis of cut or leave. Upon completion of the marking job, volumes of trees to be removed are computed and copies of this report are provided to the landowner. A sample timber sale agreement along with a listing of potential timber buyers is also provided to the landowner.

The amount of time spent by a Commission employee(s) in servicing this type of request will not exceed three (3) person days per year for any one applicant. Also, the area of forestland to be marked shall not exceed eighty (80) acres in total. The charges for this service are computed so as to reasonably identify the actual cost of tree marking paint and other materials necessary to perform the work and shall not exceed five percent (5%) of the stumpage market value for those products marked. This service, at the discretion of the Commission, may be done without charge when done for demonstration purposes that ultimately will benefit the public, as regards sound forestry principles. Service done without charge would involve selected private landowners, schools, cities, communities, private organizations, etc., and would require the approval of the State Forester or his designated representative. The service charges for this program shall be as determined by the Board of Forestry Commissioners and amended from time to time as necessary to be commensurate with actual cost of only the materials necessary to perform the work. Current rates will be published and available in all Commission offices.

The landowner will pay the Commission within thirty (30) days of receipt of a statement for services rendered.

**IN RE: THE ADOPTION OF AMENDMENTS TO THE RULES AND REGULATIONS OF THE ARKANSAS FORESTRY COMMISSION GOVERNING THOSE SERVICE CATEGORIES RELATIVE TO TIMBER MARKING, AND NURSERY TREE SEEDLINGS**

AMENDMENT  
FY 81-2

**REPORT AND ORDER**

Pursuant to Act 234 of 1931, as amended, Act 42 of 1953, as amended, Act 163 of 1947, and in compliance with Act 434 of 1967, as amended, the Arkansas Forestry Commission hereby issues the following amendments to the Rules and Regulations of the Commission which shall govern those service categories relative to timber marking and nursery tree seedlings. The aforementioned amends shall be effective as of July 1, 1981, and are appropriately described as follows:

SECTION 1. Section IV of the Rules of the Department of Commerce, Forestry Commission, is hereby amended to delete from the third paragraph of sub-section C (1) entitled "Timber Marking" the words "also, no area of forestland will be marked for harvest by Commission personnel when the products to be removed is on an area of forestland in excess of twenty (20) acres," and to add the words "also, the area of forestland to be marked shall not exceed eighty (80) acres in total." The paragraph after amendment will then read:

IV. Services

c. Technical Services

1. Timber Marking

The amount of time spent by a Commission employee(s) in servicing this type of request will not exceed three (3) person days per year for any one applicant. Also, the area of forestland to be marked shall not exceed eighty (80) acres in total."

Pine/Hardwood Sawtimber	\$2.00 per M.B.F. marked
Pine/Hardwood Pulpwood	\$0.40 per cord marked
Posts/Poles/Piling	\$15.00 per M Cu. Ft. Marked

The landowner will pay the Commission within thirty (30) days of receipt of a statement for services rendered.

## MARKING AND TALLYING GUIDELINES

(This procedure pertains only to payment of the marking job, not the dispensing of tally and marking summary sheets.)

1. When a Marking and Tally Agreement is initiated, the agreement form will be completed and the landowner (agent) and District Forester must sign. A copy of the [MARKING AND TALLY AGREEMENT](#) may be given to the landowner at this time.
2. After completion of the marking job, the County will submit to the District the original of all the forms – (1) MARKING AND TALLY AGREEMENT, (2) [JOB RECORD](#), and (3) [Invoice](#). The actual cost of the timber marking as calculated on the TIMBER MARKING JOB RECORD will not be entered on the original invoice. Actual cost will be entered on AFC copies only. The District will send the landowner an Invoice and copy of MARKING AND TALLYING AGREEMENT. When payment arrives and is receipted, a copy of the agreement, job record, invoice, payment, and receipt will be mailed to the appropriate County. (Upon payment, the District will send the yellow copy of the receipt to the landowner.) The District will keep a file of all paperwork. The District will submit to Little Rock (1) copy of Invoice, (2) copy of JOB RECORD, (3) check or money order from landowner, and (4) white copy of the receipt.
3. The numbering of marking jobs will be done on a fiscal year basis as money is received by Districts. A job number will not be placed on any form until payment has been received. When payment has been received for a marking job, the job will be given the FY XX plus the next numerical number from the previous job regardless of the date indicated on the Contract.

ARKANSAS FORESTRY COMMISSION  
3821 WEST ROOSEVELT ROAD  
LITTLE ROCK, ARKANSAS 72204

County of \_\_\_\_\_

**MARKING AND TALLYING AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_\_ of \_\_\_\_\_,  
hereinafter called the Landowner, and the Arkansas Forestry Commission, hereinafter called  
the Commission.

ARTICLE 1. For and in consideration of the agreement of the Landowner to pay the  
Commission certain charges hereinafter set forth, subject to the terms and  
conditions hereof, the Commission agrees to mark and tally trees which should be  
cut under accepted forestry principles on a certain tract of land of the Landowner,  
described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
in \_\_\_\_\_ County.

The Landowner agrees to pay the Commission, within thirty (30) days of the  
receipt of a statement for services rendered, a sum computed from the unit rates  
below:

<u>ITEM</u>	<u>UNIT PRICE</u>
Pine/Hardwood Sawtimber	\$2.00 per MBF
Pines/Hardwood Pulpwood	\$0.40 per cord
Posts/Poles/Piling	\$15.00 per M Cubic Feet Marked

According to the tree scale of the Commission by volume tables based on the Doyle Scale, for  
trees so marked.

ARTICLE II. It is specifically agreed by and between the parties hereto:

1. That the Commission shall furnish the Landowner a report showing the volume of timber, by tree scale and species, which has been marked for cutting.
2. That the said report of timber marked shall be a part of the public record, and may be shown upon bona fide request to prospective purchasers or other interested parties.
3. That the Landowner or his agent will locate, designate, or assume responsibility for boundaries of the tract to be marked; and further, that the Landowner will furnish at his own expense one man to assist in marking and tallying trees.
4. That the Landowner, in further consideration of the service rendered by the Commission, will sell or cut only those trees which are marked for cutting by the Commission.

It is further understood that this agreement will be binding upon completion of the signatures of both parties. This agreement will automatically terminate upon completion of the disposal of the timber marked.

WITNESS the following signatures:

LANDOWNER

ARKANSAS FORESTRY COMMISSION

By: \_\_\_\_\_  
(Landowner or Agent)

By: \_\_\_\_\_  
(District Forester)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Page 2 of 2

Original: District Office  
1<sup>st</sup> Copy: Landowner  
2<sup>nd</sup> Copy: County Office

## TIMBER MARKING JOB RECORD

DISTRICT \_\_\_\_\_ JOB NO. \_\_\_\_\_

LOCATION \_\_\_\_\_

COUNTY \_\_\_\_\_ SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

GPS LOCATION: LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

LANDOWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

JOB: TIMBER MARKING

RESPONSIBILITY FOR PAYMENT: (LANDOWNER)(AGENT) \$ \_\_\_\_\_

CONTRACT PRICE

### TIMBER MARKING JOB RECORD

PERSONNEL				MILEAGE				TIMBER MARKED			
NAME or TITLE	TOTAL HOURS	RATE	AMOUNT	VEHICLE (TYPE)	MILES	RATE	AMOUNT	SPECIES	UNITS		
									MARKED	RATE	AMOUNT

ACTUAL COST \$ \_\_\_\_\_

DATE ACCOMPLISHED \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

COUNTY FORESTER \_\_\_\_\_

Original: District Office  
 1<sup>st</sup> Copy: Landowner  
 2<sup>nd</sup> Copy: County Office

# INVOICE

INVOICE DATE \_\_\_\_\_

DISTRICT NO. \_\_\_\_\_ JOB NO. \_\_\_\_\_ RECEIPT \_\_\_\_\_

REMIT PAYMENT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BILLED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF SERVICE	UNIT COST	VOLUME	TOTAL COST
TIMBER MARKING (PINE SAWTIMBER)	\$2/MBF	_____	_____
TIMBER MARKING (HDWD SAWTIMBER)	\$2/MBF	_____	_____
TIMBER MARKING (PINE PULPWOOD)	\$0.40/CORD	_____	_____
TIMBER MARKING (HDWD PULPWOOD)	\$0.40/CORD	_____	_____
POSTS/POLES/PILING	\$15/M CU FT	_____	_____
	/	_____	_____
		TOTAL COST	\$ _____

WORK COMPLETED \_\_\_\_\_ INVOICE DATE \_\_\_\_\_

COUNTY \_\_\_\_\_ SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

GPS LOCATION: LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

\_\_\_\_\_  
NAME TITLE

NOTE: Mail check or money order for services rendered to the above Commission address.

**Agency Use: Actual Cost \$ \_\_\_\_\_**

Original: District Office

1<sup>st</sup> Copy: Landowner

2<sup>nd</sup> Copy: County Office

# TREE PLANTING

(Excerpt from Rules and Regulations Handbook)

Provided upon request to private non-industrial landowner. When tree planting is done it will be performed with Commission tree planting machines and in accordance with proper and acceptable tree spacing standards. This service is not designed for large scale production efforts available from professional forestry consultants and/or commercial vendors, but is offered primarily for the landowners who are unable to secure vendor services and/or reasonable rates.

The only constraint for this service is that the area of land to be planted for each applicant shall not exceed twenty (20) acres. The amount of time specified for Commission personnel will not be listed as a constraint factor for this service due to the varying requirements of topography, soil conditions, etc.

Landowners are urged to participate in the tree planting program that is available through federal or AFC cost share programs. These programs are governed by federal rules and regulations which provide cost sharing for eligible applicants, and administered by the AFC or Natural Resources Conservation Services (NRCS).

The Commission tree planting services are available to all eligible applicants, whether or not federal programs are involved. The charge for this will be an expressed amount per thousand pine tree seedlings planted, and computed based upon a representative area sampling of reasonable vendor rates. This service, at the discretion of the Commission, may be done without charge when done for demonstration purposes that ultimately will benefit the public, as regards sound forestry principles. Services done without charge would involve selected private landowners, schools, cities, communities, private organizations, etc., and would require the approval of the State Forester or his designated representative.

**IN RE: THE ADOPTION OF AMENDMENTS TO THE RULES AND REGULATIONS OF THE ARKANSAS FORESTRY COMMISSION GOVERNING THOSE SERVICE CATEGORIES RELATIVE TO TREE PLANTING AND FIRE LANE CONSTRUCTION**

AMENDMENT  
FY 81-2

**REPORT AND ORDER**

Pursuant to Act 234 of 1931, as amended, Act 42 of 1953, as amended, and in compliance with Act 434 of 1967, as amended, the Arkansas Forestry Commission which shall govern those service categories relative to tree planting and fire lane construction. The aforementioned amendments shall be effective as of March 16, 1981, and are appropriately described as follows:

SECTION 1. Section IV is amended to change the rates of charge for tree planting. The next to last paragraph in subsection (C) (2) entitled "Tree Planting" after amendment will read:

IV. Services

C. Technical Services

2. Tree Planting

The Commission rates of charge for tree planting, as established and immediately following, shall be in effect beginning March 16, 1981:

Tree Planting — \$61.00 per thousand

**TREE PLANTING:** (Excerpt from R&R Handbook)

The service charge for this program shall be as determined by the Board of Forestry Commissioners and amended from time to time as necessary to commensurate with a representative sampling of reasonable vendor rates. Current rates will be published and available in all Commission offices.

The landowner will pay the Commission within thirty (30) days of receipt of a statement for services rendered.

## TREE PLANTING GUIDELINES

1. When a [TREE PLANTING AGREEMENT](#) is initiated, the agreement must be completed and signed by landowner (agent) and District Forester.
2. After completion of the planting job, the County will assemble **all** forms – (1) TREE PLANTING AGREEMENT, (2) [JOB RECORD](#), and (3) [Invoice](#); and submit to the District Office. The actual cost of the tree planting as calculated on the TREE PLANTING JOB RECORD will not be entered on the original invoice. Actual cost will be entered on AFC copies only. The District will send the invoice to the landowner. When payment arrives, the District will send a copy of the agreement, job record, invoice and payment to the County. Upon payment, the Landowner will be sent the yellow copy of receipt. The District will keep a file of all paperwork. The District will submit to Little Rock a (1) copy of the invoice, (2) copy of the JOB RECORD, (3) check or money order from the landowner, and (4) white copy of receipt.
3. The numbering of tree planting jobs will be done on a fiscal year basis as money is received by Districts. A job number will not be placed on any form until payment has been received. When payment has been received for a tree planting job, the job will be given the FY XX plus the next numerical number for the previous job regardless of the date indicated on the Contract.

ARKANSAS FORESTRY COMMISSION  
3821 WEST ROOSEVELT ROAD  
LITTLE ROCK, ARKANSAS 72204

County of \_\_\_\_\_

## TREE PLANTING AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by and between \_\_\_\_\_,  
(Landowner) (Phone No.)

of \_\_\_\_\_ hereinafter called the Landowner, and the  
(Address)

Arkansas Forestry Commission, hereinafter called the Commission.

ARTICLE 1. For and in consideration of the agreement of the Landowner to pay to the Commission certain charges hereinafter set forth, subject to the terms and conditions hereof, the Commission agrees to plant pine tree seedlings under accepted forestry principles on a designated tract of land of the Landowner, described as follows: \_\_\_\_\_  
\_\_\_\_\_

Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

GPS Location: Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

Acres to be planted: \_\_\_\_\_ in \_\_\_\_\_ County.

The Landowner agrees to pay the Commission, within thirty (30) day of receipt of a statement of services rendered, a sum computed from the unit rate listed below:

<u>Item</u>	<u>Unit Price</u>
Pine Tree Seedlings	\$61.00 per thousand tree seedlings

ARTICLE II. It is specifically agreed by and between the parties hereto:

1. That the Commission shall provide equipment and maintenance thereof as required and personnel essential to the planting of pine tree seedlings on area herein described. Said planting will be carried out according to good planting techniques and in a workmanlike manner.

**TREE PLANTING AGREEMENT**

- 2. That the Landowner or his agent will locate, designate, and assume responsibility for boundaries of the tract to be planted. The landowner will be required to purchase a quantity of tree seedlings necessary to afforest the designated area. Tree seedlings must be in good condition at time of planting as determined by the Commission representative.
- 3. That the Commission makes no guarantee of planting survival, the Commission further reserves the right to determine when soil and weather conditions are suitable for planting seedlings.
- 4. That the Landowner has made a sincere effort to secure planting services from one or more private vendors from a listing provided by the Commission and has been unable to secure such a service at a reasonable cost. The Commission shall reserve the right to determine if cost of any proffered private planting service is reasonable and may at its discretion refuse to plant said area as requested by Landowner

It is further understood that this agreement will be binding upon completion of the signatures of both parties. This agreement will automatically terminate upon completion of planting.

WITNESS the following signatures:

LANDOWNER:

Arkansas Forestry Commission:

By: \_\_\_\_\_  
(Landowner or Agent)

By: \_\_\_\_\_  
(District Forester)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# TREE PLANTING JOB RECORD

DISTRICT \_\_\_\_\_ JOB NO. \_\_\_\_\_

LOCATION \_\_\_\_\_

COUNTY \_\_\_\_\_ SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

GPS LOCATION: LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

LANDOWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

## JOB RECORD

PERSONNEL				EQUIPMENT									
NAME or TITLE	TOTAL		AMOUNT	VEHICLE				TRACTORS					
	HOURS	RATE		(TYPE)	MILES	RATE	AMOUNT	(TYPE)	HOURS	RATE	AMOUNT		

ACTUAL COST \$ \_\_\_\_\_

DATE ACCOMPLISHED \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

COUNTY FORESTER \_\_\_\_\_

Original: Little Rock Office  
 1<sup>st</sup> Copy: District Office  
 2<sup>nd</sup> Copy: County Office

# INVOICE

INVOICE DATE \_\_\_\_\_

DISTRICT \_\_\_\_\_ JOB NO. \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_

REMIT PAYMENT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BILLED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF SERVICE	UNIT COST	NO. OF SEEDLINGS	TOTAL COST
TREE PLANTING SERVICES	\$61/1000	_____	_____

TOTAL SEEDLINGS \_\_\_\_\_

TOTAL COST \$ \_\_\_\_\_

COUNTY \_\_\_\_\_

WORK COMPLETED \_\_\_\_\_

LOCATION \_\_\_\_\_

GPS LOCATION: LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

NOTE: Mail check or money order for services rendered to the above Commission address.

**Agency Use: Actual Cost \$** \_\_\_\_\_

Original: Landowner (Agent)  
1<sup>st</sup> Copy: Little Rock Office  
2<sup>nd</sup> Copy: District Office  
3<sup>rd</sup> Copy: County Office

# **PRESCRIBED BURNING**

(Excerpt from Rules & Regulations Handbook)

Provided upon request to private non-industrial landowners. This service is offered primarily in an effort to provide this category of landowners with assistance in either accomplishing certain silvicultural objectives, providing protection from wildfire, and for the improvement of game habitat. This service should not be confused with, and is in no way related to the Fire Lane Construction service. This service, as in the case of other Commission technical services, is not designed to compete with any like services available from commercial vendors, but is offered primarily for landowners who are unable to secure vendor prices and/or reasonable rates.

The Commission may perform prescribed burning services to private non-industrial landowners utilizing Commission equipment and workforce, when the landowner enters into agreement with the Commission.

Priority of type of prescribed burning services will be in the following order: site preparation for either natural or artificial pine regeneration, control of undesirable species, hazard reduction, and improvement of game habitat. Priority will further be given to the federal cost share programs or planting site preparation.

There are no constraints imposed on this service by the Commission, either time or otherwise, due to the importance of the program of assisting landowners in the accomplishment of their timber management objectives.

The Commission Prescribed Burning Program will be conducted in such a manner that will ensure compliance with the Arkansas Air Pollution Code.

The service charges for this program shall be as determined by the Board of Forestry Commissioners and amended from time to time as necessary to be commensurate with a representative area sampling of reasonable vendor rates. Current rates will be published and available in all Commission offices.

The landowner will pay the Commission within thirty (30) days of receipt of a statement for services rendered.

# PRESCRIBED BURNING GUIDELINES

## Before Executing a Burn

1. County Forester will analyze risk and determine if the prescribed burn can be conducted safely.
2. County Forester will initiate the [PRESCRIBED BURNING CONTRACT](#), which must be signed by the landowner and the District Forester. The landowner is given a copy and the original is retained in the County in the landowner's file.
3. A [BURN PLAN](#) complete with **MAP** of the burn area will be prepared by the Burn Boss and will consider these factors:
  - a. Objective of the burn.
  - b. Season of year as it relates to objective.
  - c. Type of fire as it relates to objective.
  - d. Weather conditions as related to safety and the environment.
  - e. Review personnel burning assignments and equipment (PPE, dozers, ATV, etc.)
  - f. Security and safety regulations – fire lanes, smoke on highways, proximity to populated areas, and other hazards.
  - g. Voluntary Smoke Management Guidelines including preparing a smoke trajectory map.
  - h. AFC Burn Day Checklist. Determine “Recommended Range” on Burn Day Checklist.
4. District Forester will review, approve, and sign the Burn Plan.
5. Fire lines will be constructed.
6. Adjoining landowners will be notified.
7. Coordinate date and time of burn with District Forester, dispatcher, pilots, and fire departments.

## Executing the Burn

1. The Burn Boss will be in charge of the prescribed burn. The Burn Boss will be responsible for all operations and will consider the following:
  - a. The local weather forecast as it relates to fire behavior and environmental impact.
  - b. Notification of appropriate fire department and AFC Dispatch.
  - c. Review personnel burning assignments and equipment (PPE, dozers, ATV, etc.)
  - d. Review Burn Day Checklist.
  - e. Setting and observing a test burn to determine expected fire behavior.
  - f. Execute burn to meet planned objectives.
  - g. Temperature, relative humidity, wind speed, and wind direction will be taken hourly with the belt weather kit during the prescribed burn.
  - h. The Burn Boss will ask the District Office for additional assistance if fire behavior conditions worsen.
  - i. Smoke Management Guidelines will be followed. See Arkansas Voluntary Smoke Management Guidelines.

## **PRESCRIBED BURNING GUIDELINES**

### **Executing the Burn (continued)**

2. The District Forester will be apprised of all planned prescribed fires.
3. If a prescribed burn escapes, it is then an uncontrolled wildfire and should be contained quickly and efficiently. Additional suppression resources should be considered.
4. The minimum size burning crew, including the Burn Boss, will be three AFC employees. A minimum of one fire plow unit will be on site. Radio contact with all personnel on the fire, dispatcher or district office will be maintained throughout the burn.

### **Upon Completion of Burn**

1. Burns involving heavy fuels will be checked during the night, the following day and as often thereafter as is necessary to ensure the fire does not escape or smoke becomes a problem. Mop-up standards will equal or exceed those for wildfires.
2. The County Forester will evaluate the burn as soon after the fire as possible and will consider the following:
  - a. Objectives met
  - b. Mortality or damage of desirable trees
  - c. Any escape
  - d. Recommendations for improvements
3. The County Forester will evaluate the burn 3 to 6 months after burn and will consider:
  - a. Damage to desirable trees (crown scorch, bole damage, etc.)
  - b. Control of undesirable species
  - c. Soil movement or other adverse effects
  - d. Recommendations for improvements
4. Immediately after the burn, the County Forester will enter cost data on the Prescribed Burn Cost Data sheet.
5. The Burn Plan will remain in the County in the landowner's file.

### **Billing**

1. After the burn, the County will submit to the District Office an [invoice](#) for the landowner and a copy of the invoice for AFC records. The actual cost of the prescribed burn as calculated on page 6 of the Burn Plan will be entered only on the AFC copy of the invoice.
2. The District will send the landowner a copy of the invoice for payment.
3. When the District receives payment, the District will execute a receipt and mail the yellow copy to the landowner. The District will send one copy to the county office to be placed in the landowner's file. The District will forward a copy of the invoice with payment and white copy of the receipt to Little Rock. The District will keep the original invoice and copy of the receipt and payment on file.

# ARKANSAS FORESTRY COMMISSION PRESCRIBED BURNING CONTRACT

DISTRICT \_\_\_\_\_ JOB NO. \_\_\_\_\_

The Arkansas Forestry Commission and \_\_\_\_\_  
(landowner or agent), agree that the Commission shall conduct the work described below in  
Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ in \_\_\_\_\_ County.  
GPS Location: Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

A. The Commission agrees:

1. To establish fire lines as necessary to burn, by prescription, \_\_\_\_\_ acres at \$32.00 per acre with a \$575.00 minimum charge.
2. To relieve the landowner of liability for any loss or injury to Commission personnel and equipment due to Commission actions while carrying out the work covered by this agreement.

B. The landowner agrees:

1. To assume responsibility for boundary lines.
2. To relieve the Commission and its personnel of liability from any accidental losses, injury or damages to the landowner's property and improvements while carrying out this agreement.
3. To pay the Commission for all work covered by this agreement within thirty (30) days after receiving an invoice.

C. It is mutually agreed that the date and time of work will be at the discretion of the Commission. In the event either party decides to cancel the agreement, the other party must be notified in writing.

The parties enter into this contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(Day) (Month) (Year)

\_\_\_\_\_  
Landowner's Name (print)

\_\_\_\_\_  
District Forester's Signature

\_\_\_\_\_  
Landowner's Address

\_\_\_\_\_  
Landowner's Signature

\_\_\_\_\_  
Landowner's Telephone Number

\_\_\_\_\_  
Date Signed

**ARKANSAS FORESTRY COMMISSION  
PRESCRIBED BURN  
INVOICE**

**INVOICE DATE:** \_\_\_\_\_

**DISTRICT. NO:** \_\_\_\_\_ **JOB NO:** \_\_\_\_\_ **RECEIPT NO:** \_\_\_\_\_

MAIL CHECK OR  
MONEY ORDER TO: \_\_\_\_\_

BILLED TO: \_\_\_\_\_

**PRESCRIBED BURN SERVICES**

**\$32/acre (\$575 minimum)**

TOTAL ACRES \_\_\_\_\_

TOTAL COST \$ \_\_\_\_\_

**Agency Use: Actual Cost \$ \_\_\_\_\_**

Original: Landowner (Agent)  
1<sup>st</sup> Copy: Little Rock Office  
2<sup>nd</sup> Copy: District Office  
3<sup>rd</sup> Copy: County Office

# PRESCRIBED BURN PLAN

## 1. UNIT INFORMATION

Landowner's name and phone#: \_\_\_\_\_  
Tract size (acres): \_\_\_\_\_  
Location (S/T/R): \_\_\_\_\_  
County: \_\_\_\_\_ GPS Location: Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

## 2. OFFICIAL NOTIFICATIONS BEFORE BURN

AFC Dispatch: 1-800-830-8015  
Sheriff's office (phone #): \_\_\_\_\_  
Fire Dept. (name & phone #): \_\_\_\_\_

## 3. NEIGHBOR NOTIFICATIONS (within ¼ mile)

Name & Phone: \_\_\_\_\_  
Name & Phone: \_\_\_\_\_  
Name & Phone: \_\_\_\_\_  
Name & Phone: \_\_\_\_\_  
Name & Phone: \_\_\_\_\_

## 4. PRESCRIBED BURN OBJECTIVE

- Natural Regeneration site prep
- Artificial Regeneration site prep
  - Windrows
  - Slash
  - Other (define) \_\_\_\_\_
- Undesirable Species
- Hazard Reduction
- Wildlife Habitat

Other burn objectives: \_\_\_\_\_  
\_\_\_\_\_

<p><u>PREPARED</u></p> <p>Burn Boss: _____</p> <p>Date: _____</p>
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<p><u>APPROVED</u></p> <p>District Forester: _____</p> <p>Date: _____</p>
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5. **MANAGING THE BURN** (Describe how each of the following will be addressed)

Fireline preparation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firing techniques: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fire sensitive areas (adjacent young pine plantations, buildings, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Smoke sensitive areas (smoke screening map prepared on topographic and/or county road that will identify roads, drainages, and residences): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contingencies (include safety zones, escape routes, escape response procedures): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# BURNING ASSIGNMENTS

Burn Boss: \_\_\_\_\_

## INSTRUCTIONS TO IGNITION PERSONNEL

<u>Ignition Person</u>	<u>Instructions</u>
1) _____	_____
2) _____	_____

## DIVISION ASSIGNMENT

<u>Division A</u> Crew Member	Assignment
_____	_____
<u>Division B</u> Crew Member	Assignment
_____	_____
<u>Division C</u> Crew Member	Assignment
_____	_____
<u>Division D</u> Crew Member	Assignment
_____	_____
<u>Division E</u> Crew Member	Assignment
_____	_____

**Burning Assignments (continued)**

SPECIAL ASSIGNMENT

Crew Member

Division Location & Assignment

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**EQUIPMENT ASSIGNMENT BY DIVISION**

	A	B	C	D	E	F	BB	IP	SA
PPE									
Plow									
Torch									
Rakes									
Fuel									
Water									
Food									
Radios									
Extra Radio Battery									
ATV									
Chainsaw									
First Aid Kit									
Other									

Provide for the prescribed burn crew a map with physical and topographic features and division assignment boundaries. Designate safety zones, drop points, and what equipment and materials are located at these drop points.

# BURN DAY CHECKLIST

Date of Burn: \_\_\_\_\_

Parameters	Do Not Burn	Recommended Range	Forecasted Weather Conditions
Date of Burn			
Air Temp (°F)			
Relative Humidity (%)	< or = 25%		
Prob. Of Ignition	> or = 80%		
Mid Flame Windspeed			
Wind Direction			
Smoke Category Day	1 or 5		

**CHECK (✓) AND BURN ONLY IF ALL ITEMS ARE ADDRESSED:**

- Burning assignments
- Map for crew
- Extra precautions for fire sensitive areas
- Smoke sensitive areas not threatened
- Official notifications made
- Neighbor notifications made
- Personal Protective Equipment in use
- Equipment assigned to divisions on site and available
- Transport trucks(s) and other equipment in a safe area
- Fire line width adequate
- Hazards caused by snags that are within 60 feet of fire line (burn boundary)
- Forecasted temperature within recommended range
- Forecasted relative humidity > 25%
- Forecasted probability of ignition < 80%
- Forecasted mid flame wind speed within recommended range
- Forecasted wind direction as recommended
- Forecasted smoke Category day 2, 3, or 4

**Hourly Belt Weather Recording During the Burn**

	1	2	3	4	5	6	7	8
Temp								
RH								
Wind Speed								
Wind direction								

# PRESCRIBED BURN JOB RECORD

DISTRICT NO. \_\_\_\_\_ JOB NO. \_\_\_\_\_

Burning Fuel: \_\_\_\_\_ Gals. @ \_\_\_\_\_ = \$ \_\_\_\_\_

Tractor Hours: \_\_\_\_\_ @ \$85.00 per hour = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

## Man Hours by Job Title

Ranger I - hours: \_\_\_\_\_ @ \$23.23 per hour = \$ \_\_\_\_\_

Ranger II - hours: \_\_\_\_\_ @ \$24.39 per hour = \$ \_\_\_\_\_

Ranger III - hours: \_\_\_\_\_ @ \$26.90 per hour = \$ \_\_\_\_\_

Forester - hours: \_\_\_\_\_ @ \$28.25 per hour = \$ \_\_\_\_\_

## Mileage

Auto Miles: \_\_\_\_\_ @ \$0.43 per hour = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

Plow Truck Miles: \_\_\_\_\_ @ \$0.95 per mile = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ = \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Cost Per Acre \$ \_\_\_\_\_

# PRESCRIBED BURN EVALUATION

## INITIAL EVALUATION (immediately after burn)

1. Date evaluated: \_\_\_\_\_
2. Objective met: Y/N (if no explain) \_\_\_\_\_  
\_\_\_\_\_
3. Mortality or damage of desirable trees: Y/N (if yes explain) \_\_\_\_\_  
\_\_\_\_\_
4. Any escape: Y/N (if yes explain) \_\_\_\_\_  
\_\_\_\_\_
5. Recommendations for improvements (breakovers, smoke problems, etc.) \_\_\_\_\_  
\_\_\_\_\_

Evaluator: \_\_\_\_\_

Title: \_\_\_\_\_

## FUTURE EVALUATION (within 3-6 months)

1. Date evaluated: \_\_\_\_\_
2. Damage to desirable trees (crown scorch, bole damage, etc.): \_\_\_\_\_  
\_\_\_\_\_
3. Control of undesirable vegetation: \_\_\_\_\_  
\_\_\_\_\_
4. Soil movement or other adverse effects: \_\_\_\_\_  
\_\_\_\_\_
5. Recommendations for improvements \_\_\_\_\_  
\_\_\_\_\_

Evaluator: \_\_\_\_\_

Title: \_\_\_\_\_

# UNITS OF MEASUREMENT

## LINEAR DISTANCES:

7.92 inches = 1 link

25 inches = 1 rod

4 rods or 66 feet = 1 chain

80 chains = 1 mile

1 pace = 2 steps

## AREA MEASUREMENTS:

10 sq. chains = 43,560 sq. ft. = 208.71 feet square = 1 acre

10 chains square = 10 acres

20 chains square = 1,320 feet square = 40 acres

AREA OF SQUARE:  $A = S^2$

AREA OF RECTANGLE:  $A = L \times W$

AREA OF TRIANGLE:  $A = \frac{1}{2} \times B \times H$

AREA OF CIRCLE:  $A = \pi R^2$

Note:  $\pi$  is approximately 3.14.