

RESOLUTION NO. _____ - 2021

**AUTHORIZING PARTICIPATION IN THE STATE OF WISCONSIN MOTORIZED
RECREATION GRANT PROGRAM FOR ATV/UTV TRAILS**

Background: Sauk County wishes to participate in maintaining, acquiring, insuring or developing lands for public motorized trail use. In doing so, these public motorized trails are eligible for ATV/UTV grant funds through the Wisconsin Department of Natural Resources. The program funds 100% of the cost for the acquisition, development, insurance, and maintenance of public ATV/UTV trails. Funding for the program comes from ATV/UTV registration fees and a portion of tax on gasoline.

The development and maintenance of the ATV/UTV trails in Sauk County are managed through a contract with the Sauk Ridge Runners, Inc. ATV/UTV Club, attached as Appendix A. The Land Resources and Environment Department is primarily responsible for the financial administration of the grant program. Other responsibilities include trail inspections, maintaining an updated development and maintenance contract, applying for grant funding, and verifying that all written and verbal permission from all ATV/UTV trail landowners is obtained. Currently, there are approximately 1.52 miles of ATV/UTV trails throughout Sauk County. The trails are funded at approximately \$600 per mile for summer use and approximately \$100 per mile for winter use, with the grant program totaling approximately \$1,000.00. Sauk County's existing liability insurance policy already protects Sauk County's interest in providing ATV/UTV trails.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Parks Program Coordinator and the Sauk County Land Resources and Environment Director, under the direction of the Land Resources and Environment Committee, be authorized and directed to submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available, submit reimbursement claims along with supporting documentation within proper timeframe of project completion dates; sign and submit documents, and take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, that the Land Resources and Environment Director be authorized to execute an ATV/UTV Trail Development and Maintenance Contract with the Sauk Ridge Runners, Inc. ATV/UTV Club (Appendix A).

For consideration by the Sauk County Board of Supervisors on March 16, 2021.

Respectfully submitted,

LAND RESOURCES & ENVIRONMENT COMMITTEE

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

ROSS CURRY

ROB NELSON

BRANDON LOHR

DENNIS POLIVKA

RANDY PUTTKAMER

VALERIE MCAULIFFE

Fiscal Note: Funding for the program comes from ATV/UTV registration fees, and a percentage of tax on gasoline. No County tax levy is used to fund the program. Sauk County currently has approximately 1.52 miles of trail, funded at approximately \$600.00 per mile for summer use and \$100 per mile for winter use, for an approximate total of \$1,000.

MIS Note: No information systems impact.



SAUK COUNTY ATV/UTV TRAIL DEVELOPMENT AND MAINTENANCE CONTRACT

This Contract made this 6th day of April 2021, by and between the County of Sauk, a political subdivision of the State of Wisconsin, hereinafter referred to as "County", and the Sauk Ridge Runners, Inc., a private ATV/UTV club corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County wishes to ensure that ATV/UTV trails within Sauk County are developed and maintained in a suitable fashion to ensure that the trails are safe and enjoyable for use by the public; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Land Area Covered by Contract.

This contract shall apply to the ATV/UTV trails described and known as the Sauk County ATV/UTV Trail System, hereinafter referred to as "Trails", estimated at approximately 1.52 miles of ATV/UTV trails within the County, as specifically set forth in "Exhibit A", attached hereto and made a part hereof.

2. Term of Contract.

This Contract shall commence on the date noted above and shall be for the 2021-2022 ATV/UTV season, July 1, 2021 to June 30, 2022, unless sooner terminated pursuant to the "Contract Termination" provisions in this agreement.

3. Outdoor Motorized Recreation Trail Aids Application and Grant Award.

The County shall apply for outdoor motorized recreation trail aids by completion of the Outdoor Motorized Recreation Grant Application provided by the Wisconsin Department of Natural Resources, hereinafter referred to as "WDNR". Contractor shall submit written requests for funding by March 1 to the County. Requests received after March 1 will not be considered for the ATV/UTV season pursuant to the terms identified in this agreement.

Completion of WDNR forms is required under Wisconsin Statutes 23.09(26) and 23.33 and failure to complete said forms will result in denial of financial assistance.

The County shall annually request, by resolution, the authorization of the Sauk County Board of Supervisors to participate in the State of Wisconsin Motorized Recreation Grant Program.

In the event that funding is awarded to the County, the County shall review the grant agreement with the WDNR. If the grant agreement is desirable to the County, the County shall return a copy of the signed agreement to the WDNR.

County shall apply for supplemental funding if desired by Contractor, if funding is available through the WDNR.

4. Payment.

Payment to the Contractor by the County will be based upon submittal of monthly invoices, provided to the Department by the fourth Wednesday of each month. The invoice shall include an itemized listing of invoices paid by the Contractor (the receipts) and one lump sum for work reports, based upon time expended. The invoice shall also include copies of each paid invoice (receipt) and work reports. Invoices



(receipts) and work reports shall be sent electronically to the Land Resources and Environment Department – Parks and Recreation Area.

Payment shall be made at rates in accordance with the Equipment and Labor Rate provisions adopted by the Off Road Vehicle Advisory Council for the current ATV/UTV season, as specifically set forth in “Exhibit B”, attached hereto and made a part hereof.

All representatives of the County providing labor and/or supplies to the ATV/UTV program shall prepare work and expense reports.

The Contractor shall meet all of the requirements contained within this contract. County shall withhold payment if the Contractor fails to meet the specifications listed in this contract. Once the Contractor meets all specifications and requirements of this agreement, the County shall submit payment within forty-five (45) days.

The County shall request reimbursement for the grant by completing and submitting the Grant Payment Request & Worksheet provided by the WDNR.

5. Equipment, Tools and Labor.

Contractor agrees to furnish all tools, equipment, and labor necessary to maintain and perform all work as specified under the terms of this contract.

6. Material.

Contractor shall furnish all signs, posts, gates and related materials necessary for the development and maintenance of the trail system.

7. Signs.

Contractor agrees to erect, replace and maintain all signs consistent with standards specified in the applicable Wisconsin Statutes, the Wisconsin Administrative Code and regulations promulgated by the WDNR.

8. Maintenance and Land Use Agreements.

Contractor agrees to perform all brushing, dragging, litter removal, and clean-up necessary to prepare the Trail to meet the specifications established by the WDNR in order to qualify the Trail for use. The Contractor shall annually provide the County with a Trail System Land Use Certification Form (“Exhibit C”), certifying that all landowners have been contacted verbally, electronically or with a signed contract and have granted permission to use their land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for ATV/UTV trail use. The County shall maintain copies of all land use agreements, update a listing of all landowners annually, and verify that all land use agreements are secured. County shall notify Contractor of any absent land use agreements, and the Contractor shall provide absent land use agreements within one (1) month of notice. The County shall annually send land use certification(s) to the WDNR.

9. Trail Opening and Closing.

The Trail system shall be considered open year-round. All signs, gates, markers and related items shall be in place and the trail shall be maintained in a safe operating condition at all times. The Contractor shall annually provide the County with a Trail System Opening Certification Form (“Exhibit D”) certifying that all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed and the trail section has been developed to acceptable safety standards and in accordance with trail specifications established by the WDNR, before the Trail system is opened to the public. County shall annually send opening certification(s) to the WDNR.



The Contractor will determine if conditions are, or are not, suitable for ATV/UTV use and will open and close the trails accordingly. Contractor shall notify County of trail opening and trail closing at least one (1) hour prior to trail opening and trail closing. The County will maintain a record of trail openings and closures.

10. Safety Procedures – Equipment.

Contractor shall attach a blinking light on top of the vehicle used while developing and/or maintaining trails and shall have headlights, taillights, and blinking lights on and working at all times. All equipment and vehicles shall be clearly marked with "Slow Moving Vehicle" signs to safeguard other Trail users.

The County shall randomly inspect trails annually. The County shall inform Contractor of any adverse determination regarding the trails, and allow the Contractor an opportunity to correct any deficiencies or develop the trails to the acceptable safety standards, in accordance with the trail specifications established by the WDNR immediately after notice.

11. Independent Contractor Status.

The Contractor is an independent contractor and not an agent or employee of the County. The Contractor shall placard or otherwise mark its equipment with the Contractor's name on both sides of its equipment.

12. Indemnification.

The Contractor agrees to save, hold harmless, defend and indemnify the County and the State of Wisconsin and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property, County, State or other, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of the work in connection with this Contract.

13. Insurance Coverage.

The Contractor, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring the Contractor and County with minimum coverage as follows: liability coverage for its officers, employees, and agents with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. The Contractor shall annually provide the County with acceptable certificates of insurance, from a corporation licensed in the State of Wisconsin to provide insurance. County shall annually send insurance certification(s) to the WDNR and other appropriate entities.

14. Conduct.

The Contractor agrees that its agents, employees and representatives shall conduct themselves in a decent, orderly, and business-like manner at all times while performing under this Contract.

15. Compliance.

Contractor agrees to follow and comply with the applicable Wisconsin Statutes, Wisconsin Administrative Code, the regulations promulgated by the State of Wisconsin Department of Natural Resources, and of Sauk County Code of Ordinances.

16. Amendment of Contract.

This contract may only be amended, changed, or modified in writing by mutual agreement of the parties.



17. Assignment.

Contractor shall not assign, subcontract, or otherwise transfer this Contract except with the express written approval of the County.

18. Contract Termination.

Notwithstanding any provision herein, the County reserves the right to terminate this Contract, for cause, upon seven (7) days written notice to the Contractor if the County determines that the Contractor's operation is unsatisfactory in any respect or if the County determines that the Contractor has failed, neglected, or refused to comply with the terms of this Contract. This contract is also subject to the availability of funding, and shall be terminated in the event that funding for the required services is not available. In such event, the County shall notify the Contractor of such termination due to funding constraints.

19. Form of Contract.

Section 16.76(1) of the Wisconsin Statutes, is incorporated by reference into this contract, as applicable.

20. Applicable Law.

This Contract shall be construed and governed by the rules and laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date set forth herein.

COUNTY OF SAUK

Director, Land Resources and Environment

Date

SAUK RIDGE RUNNERS ATV/UTV CLUB

President

Date

Secretary

Date

Sauk County ATV/UTV Routes and Trails

SRR1 ATV Trail - 0.7 Miles



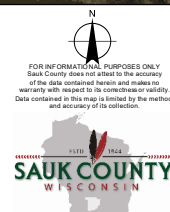
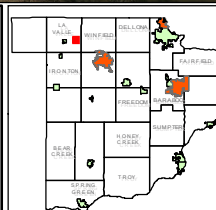
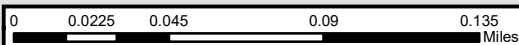
ATV/UTV Routes & Trails

- Sauk County - ATV Off-Road Trails
- Sauk County - City & Village Street ATV Routes
- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes

Roadways

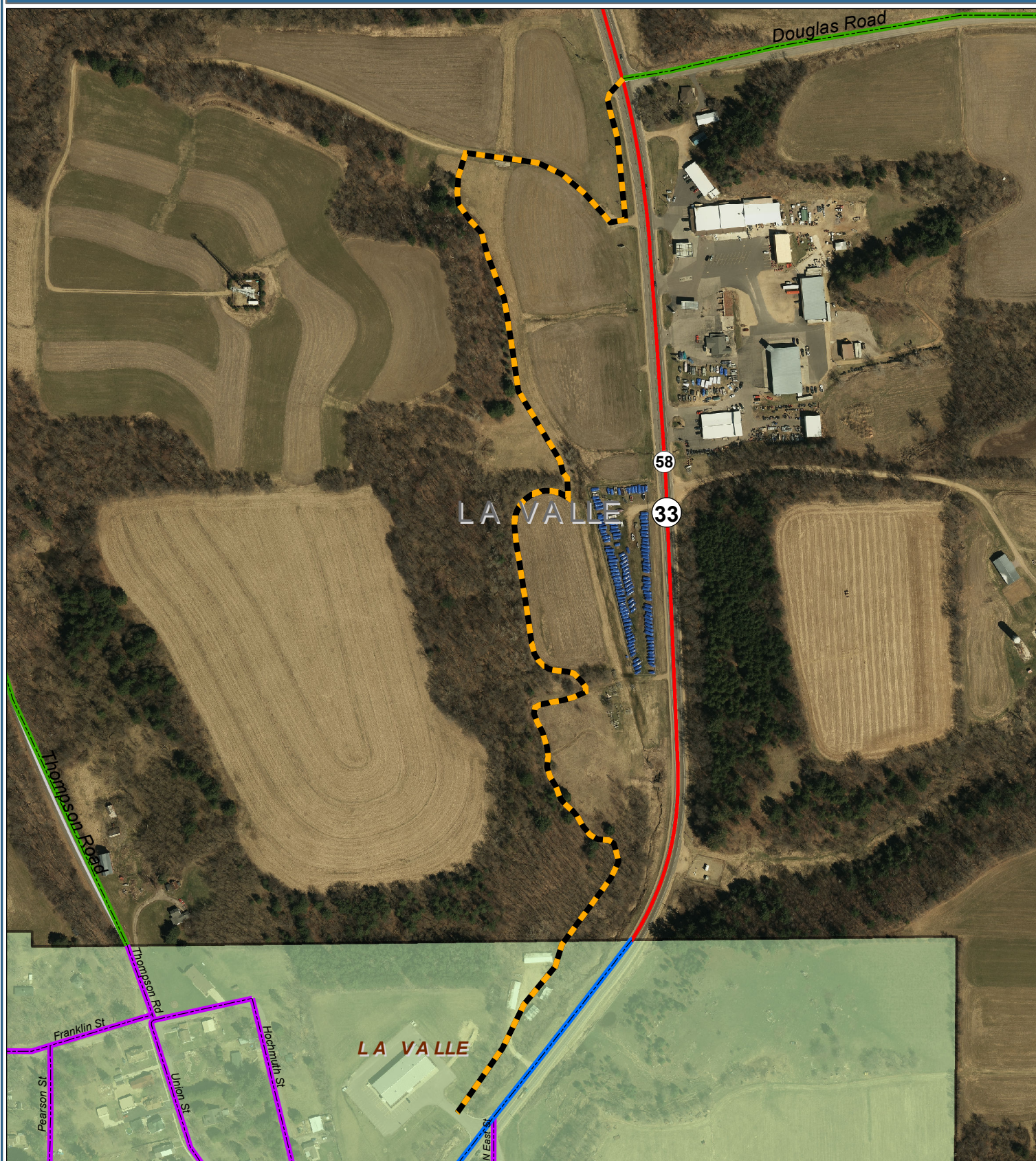
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|---|--|
| — Interstate | — Muni |
| — Federal | — Alley |
| — State | — Private-Named |
| — County | — Private |
| — Town | — Ramp |

Open: April 15 through October 15
 Hours: 7:00 AM - 9:00 PM
 Speed Limit: 15 MPH
 Location: Sec 24, T13, R03



Sauk County ATV/UTV Routes and Trails

SRR2 ATV Trail - 0.82 Miles



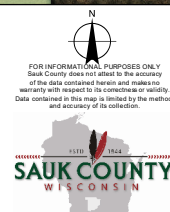
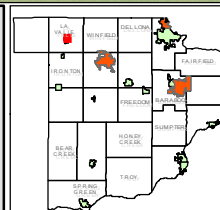
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- Sauk County - ATV Off-Road Trails
- Sauk County - City & Village Street ATV Routes
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- Juneau & Richland County ATV Routes

Roadways

- Interstate
- Federal
- State
- County
- Town
- Muni
- Alley
- Private-Named
- Private
- Ramp

0 0.0275 0.055 0.11 0.165 Miles



Equipment and Labor Rates for 2020-21 Season
Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

I. SNOW TRAIL GROOMING EQUIPMENT RATES - All rates include power unit, grooming drag & operator(s).

<i>AAA and AA are "add-ons" for specific powers units.</i>		
<u>Class</u>	<u>Description</u>	<u>Rate/Hour</u>
AAA	All heavy duty tracked units constructed specifically for snow grooming with a minimum of 150 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width. OR All fully tracked agricultural tractors with a minimum of 125 horsepower. OR Trucks: minimum 1-ton (4-wheel drive), minimum payload of 3,500 lbs., fully-tracked with a minimum manufactured 15,000 GWV track system.	<i>\$5 more than AA</i> AAA1 - \$90 AAA2 - \$80 AAA3 - \$70 AAA4 - \$60
AA	All heavy duty tracked units constructed specifically for snow grooming having between 149 - 106 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width. OR All fully tracked agricultural tractors with 106 – 124 horsepower.	<i>\$5 more than A</i> AA1 - \$85 AA2 - \$75 AA3 - \$65 AA4 - \$55
A	All wheeled or half-track agricultural tractors with all-wheel drive, minimum of 105 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width.	A1 - \$80 A2 - \$70 A3 - \$60 A4 - \$50
1	Drag is a minimum of 11'6" (138 inches) frame width with a minimum weight of 4,000 pounds and a length of at least 20 feet including snow packing pan but excluding the tongue.	Wings increase frame width with all following conditions: - hydraulically operated - must cut and pack snow - similar structural material as main frame - 24" minimum width - extend full length of the main frame
2	Drag is a minimum of 9'6" (114 inches) frame width with a minimum weight of 3,000 pounds and a length of at least 18 feet including snow packing pan but excluding the tongue. This class includes rollers with a minimum of 9'6" (114 inches) frame width and a minimum of 24" diameter.	
3	Drag is a minimum of 7'6" (90 inches) frame width with a minimum weight of 2,000 pounds and a length of at least 18 feet including snow packing pan but excluding the tongue. This class includes rollers with a minimum of 7'6" (90 inches) frame width and a minimum of 24" diameter.	
4	Drag is a minimum of 7'6" (90 inches) frame width.	
B	All medium duty (including pick-up trucks) tracked units constructed or adapted specially for snow grooming and capable of pulling on a sustained basis a grooming drag 5'10" to 7'5" (70-89 inches) frame width. OR All wheel type agricultural tractors with all-wheel drive or four-wheel drive assist with a range of 65-104 horsepower.	\$40.00
C	All light duty power units constructed or adapted for snowmobile trail grooming and capable of pulling on a sustained basis a grooming drag 4' to 5'9" (48-69 inches) frame width. Examples of the class of power units would include: ATVs/UTVs and snowmobiles. This class also includes all equipment not addressed in other classes.	\$25.00

Notes regarding correct rates for grooming equipment:

1. A Class A power unit pulling either an 11'6" or 9'6" grooming drag that does **not** meet the specifications for either 1, 2 or 3 drags will be placed at level 4 for rate purposes.
2. A Class A power unit **not** pulling a 7'6" grooming drag will be placed in Class B for rate purposes.
3. A Class B power unit **not** pulling a 5'10" grooming drag will be placed in Class C for rate purposes.
4. A power unit will **not** be placed in a higher class if it pulls a larger grooming drag than specified for the class.
5. The following tractors have been grandfathered-in as Class A power units for 5 years ('17-18 through '21-22): **John Deere** 6400, 6410, 5625, 2955; **Case**: 5130, 5230; **Massey**: 3075-4, 300T; **Ford**: 7740; **New Holland**: TS 100/Sur Trac drag; **New Holland**: 7740.

Equipment and Labor Rates for 2020-21 Season
Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

II NON-GROOMING MAINTENANCE LABOR AND EQUIPMENT RATES A

MAINTENANCE LABOR (For other than trail grooming)

A labor rate of \$8.00 per hour maximum is established for all non-grooming labor performed under the maintenance agreement by snowmobile clubs and or other similar organizations with the sponsoring county. Maintenance will generally include mowing and brushing, sign and post replacement, plowing of parking lots and roads, shelter and toilet maintenance and normal repair and replacement of structures and facilities.

The allowable labor rate for county employees and others included in labor contracts will be as specified by contract.

B EQUIPMENT RATES (For other than trail grooming)

The following schedule is based on frequently used pieces of equipment for non-grooming maintenance. The Department of Transportation rates are considered when these rates are reviewed each year.

Equipment rates for pieces of equipment not found on this list will be found in the DOT rates. Unless specified otherwise, these rates for equipment are based on hourly use. These rates do **not** include the operator. Where the Department of Transportation issues rates that reflect an adjustment due to fuel rates, these rates shall be the rates utilized for the season.

Class	Description	Rate
101	All trucks pickups	\$15.00
105	All trucks single axle dual-tire over 26,000 lbs.	\$25.00
128	All Trucks, tandem, tri, quad axle	\$55.00
203	All Tired tractors, skid-steers & end-loaders up to 49 hp	\$23.00
205	All Tired tractors, skid-steers & end-loaders 50-99 hp	\$34.00
206	All Tired tractors, skid-steers & end-loaders 100-149 hp	\$49.00
207	All Tired tractors, skid-steers & end-loaders 150 hp and up	\$56.00
215	All Tracked dozers, tractors & skid-steers up to 99 hp	\$41.00
217	All Tracked dozers, tractors & skid-steers 100 - 149 hp	\$54.00
218	All Tracked dozers, tractors & skid-steers 150 hp and up	\$69.00
401	Air compressor all types	\$17.00
410	Motorized mower over 23" (self-contained)	\$15.00
413	Mower—tractor mounted	\$13.00
414	Sickle attached to power unit	\$16.00
490	Trailer less than 1 ton (use mfr. rated capacity)	\$10.00
491	Trailer 1-4 tons (use mfr. rated capacity)	\$13.00
493	All Trailers over 4 ton	\$25.00
550	Rubber tired Backhoe (80 HP and over) was # 250	\$43.00
555	Excavator Track type (less than 100 HP)	\$42.00
558	Excavator Track type (100 - 149HP)	\$54.00
559	Excavator Track type (150HP and over)	\$60.00
802	Portable electric generator (all types)	\$10.00
902	Chipper self-contained (minimum 25 hp)	\$24.00
914	Chain Saw, pole saw, power pruner, brush saw, weed eaters	\$6.00
914T	Trailblazer brush cutter (attachment)	\$6.00
915	Auger (attachment for tractor/ skid steer), Post pounder-hydraulic	\$26.00

Equipment and Labor Rates for 2020-21 Season
Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

916	Hand-held motorized post-hole digger	\$12.00
919	Disc/spring tooth harrow/cultimulcher/cultipacker/rototiller	\$10.00
922	Welder	\$3.00
932	Brush Cutter - hydraulic driven	\$30.00
940	Brush Cutter—PTO driven	\$18.00
953	Boom for brush cutter	\$14.00
9042	Gas drill	\$6.00
9145	Snowmobile/ATV/UTV	\$18.00
9152	Stump grinder (all) hydraulic/self powered	\$34.00
9205	Rear blade/box scraper/pull behind grader/packing pan	\$6.00
9406	Chipper, PTO driven	\$24.00

ATV Summer Supplement
Adopted by the Off Road Vehicle Advisory Council

Spring/Summer/Fall Trail Grooming Drags

Class	Description	Rate Per Hour
Class 1	Drag is a minimum of 7'6" in frame width with a minimum length of at least 16' excluding the tongue. Drag contains at least 2 sets of replaceable cutting blades	\$10.50
Class 2	Drag is a minimum of 7'6" in frame width	\$8.00
Class 3	Box Scraper	\$6.00

Example of Class 1 Drag



Sauk County Land Resources and Environment Department
 Attn: Parks and Recreation
 S7995 White Mound Drive
 Hillpoint, WI 53937
 (608) 355-4800

Trail System Land Use Certification

Form: LUC2018

Notice: Completion of this form is required under the Development and Maintenance Contract between the Sauk County Land Resources and Environment Department and the Sauk Ridge Runners, Inc. Due date is April 15 of each year.

Instructions: Complete this form after all landowners in your club section have been contacted and have granted permission to use his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for ATV/UTV trail use. Send completed form to the Sauk County Land Resources and Environment Department, Attn: Parks and Recreation, S7995 White Mound Drive, Hillpoint, WI 53937.

Section 1: Information

Year of ATV/UTV Season

ATV/UTV Club

Sauk Ridge Runners

Printed Name of Individual Authorized to Act on Behalf of Club

Mailing Address for Club

City

State

Zip Code

Telephone Number of Authorized Individual

Email Address of Authorized Individual

Section 2: Trail IDs

List all County-funded trails for the ATV/UTV club listed above

SRR1, SRR2

SAUK RIDGE	SRR 1, SRR 2

Section 3: Certification

As the individual authorized of the ATV/UTV club listed above in "Section 1: Information; ATV/UTV Club", of the Sauk County ATV/UTV Trail System, described as the portion listed above in "Section 2: Trail IDs", by my signature, I hereby certify that all landowners in my club section have been contacted verbally, electronically or with a signed contract and have granted permission to use his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for ATV/UTV trail use for the upcoming ATV/UTV season.

Signature of Authorized Individual

Date Prepared

Sauk County Land Resources and Environment Department
 Attn: Parks and Recreation
 S7995 White Mound Drive
 Hillpoint, WI 53937
 (608) 355-4800

Trail System Opening Certification

Form: OC2018

Notice: Completion of this form is required under the Development and Maintenance Contract between the Sauk County Land Resources and Environment Department and the Sauk Ridge Runners, Inc. Due date is April 15 of each year.

Instructions: Complete this form after all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed, and the trail is in a safe operating condition. Send completed form to the Sauk County Land Resources and Environment Department, Attn: Parks and Recreation, S7995 White Mound Drive, Hillpoint, WI 53937.

Section 1: Information

Year of ATV/UTV Season

ATV/UTV Club

Sauk Ridge Runners

Printed Name of Individual Authorized to Act on Behalf of Club

Mailing Address for Club

City

State

Zip Code

Telephone Number of Authorized Individual

Email Address of Authorized Individual

Section 2: Trail IDs

List all County-funded trails for the ATV/UTV club listed above

SRR1, SRR2

SAUK RIDGE	SRR1, SRR2

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As the individual authorized of the ATV/UTV club listed above in "Section 1: Information; ATV/UTV Club", of the Sauk County ATV/UTV Trail System, described as the portion listed above in "Section 2: Trail IDs", by my signature, I hereby certify that all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed and the trail section has been developed to acceptable safety standards and in accordance with trail specifications of the Sauk County Land Resources and Environment Department, Parks and Recreation Services.

Signature of Authorized Individual

Date Prepared