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RESOLUTION #

Resolution to Authorize Participation in the State of Wisconsin Motorized Recreation Grant Programs for Snowmobile Trails, ATV/UTV Trails and Off-Highway Motorcycle Events

Resolution offered by the Land Resources and Environment Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: Sauk County annually participates in maintaining, acquiring, insuring and developing lands for public motorized trail and event use and these public motorized trails and events are eligible for grant funds through the Wisconsin Department of Natural Resources (DNR). These programs fund 100% of the cost for the acquisition, development, insurance and maintenance of public trails and events. Funding for the programs comes from registration fees, a portion of tax on gasoline and user fees. Grant applications must be submitted by the local governing body to the DNR.

The development, maintenance, grooming and event planning of the snowmobile, all-terrain vehicles/utility task vehicles (ATV/UTV) and off-highway motorcycle (OHM) trails is managed through contracts with the Association of Sauk County Snowmobile Clubs, Sauk Ridge Runners, Inc. and Driftless Dual Sport Riders, attached as Appendix A, Appendix B and Appendix C, respectively.

There are currently 215.5 miles of funded snowmobile trail in Sauk County, funded at \$300 per mile, with the grant program totaling \$64,650. Currently, there are approximately 0.59 miles of ATV/UTV trail in Sauk County, funded at \$800 per mile for summer use and \$300 per mile for winter use, with the grant program totaling \$649. There are no designated OHM trails in Sauk County, however, the OHM club annually hosts a riding event at an estimated cost of \$1,925.

The Sauk County Land Resources and Environment Department (LRE) is primarily responsible for the financial administration of the grant programs. Other responsibilities include trail inspections, maintaining and updated contract with each club or association, applying for grant funding and verifying that all written and verbal permission from all landowners is obtained. Sauk County's existing liability insurance policy protects Sauk County's interest in providing snowmobile, ATV/UTV and OHM trails and events.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Parks Operations Coordinator and the Sauk County Land Resources and Environment Director, under the discretion of the Sauk County Land Resources and Environment Committee, be authorized to submit an application on behalf of the above mentioned clubs to the 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 projects.

BE IT FURTHER RESOLVED, by the Sauk Board of Supervisors, that the County Administrator be authorized to execute a Development, Maintenance and Grooming Contract with the Association of Sauk County Snowmobile Clubs (Appendix A), a Development and Maintenance Contract with the Sauk Ridge Runners, Inc. (Appendix B) and a Development, Maintenance and Event Contract with the Driftless Dual Sport Riders (Appendix C).

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March, 2023.

Consent Agenda Item: [] YES [] NO

Fiscal Impact: [] None [X] Budgeted Expenditure [] Not Budgeted

Vote Required: Majority = _____ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the Corporation Counsel, _____, Date: _____ .

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: Funding for the grant programs comes from snowmobile, ATV/UTV and OHM registration fees, a percentage of tax on gasoline and user fees. No County tax levy is used to fund the programs. The snowmobile grant program totals \$64,650, the ATV/UTV grant program totals \$649 and the OHM grant program totals \$1,925.

MIS Note: No information systems impact.



SAUK COUNTY SNOWMOBILE TRAIL DEVELOPMENT, MAINTENANCE AND GROOMING CONTRACT

This Contract made this 22nd day of March 2023, by and between the County of Sauk, a political subdivision of the State of Wisconsin, hereinafter referred to as “County”, and the Association of Sauk County Snowmobile Clubs, Inc., a private snowmobile club corporation, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, the County wishes to ensure that snowmobile 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,

WHEREAS, the County considers it necessary for the safety, comfort and enjoyment of the public that the snowmobile trails be groomed;

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

1. Communications: The Contractor shall designate one elected official from the Association of Sauk County Snowmobile Clubs, as set forth below, to be the point of contact for the County related to this contract. The designated elected association member shall be the only person to contact the County related to this contract and shall be the sole association member that the County is required to communicate with regarding this contract. This contract provision is intended to regulate all routine communications between the Contractor and the County. The Contractor may change their designated representative with a written amendment to this contract. All legal notices to the County shall be sent to the Sauk County Clerk.

Designated Elected Official from Association of Sauk County Snowmobile Clubs
Contact Information:

Name: _____

Email address: _____

Phone number: _____

2. Scope of Land Area Covered by Contract: This contract shall apply to the snowmobile trails described and known as the Sauk County Snowmobile Trail System, hereinafter referred to as “Trails”, estimated at approximately 215.5 miles of state-approved snowmobile trails within the County, as specifically set forth in “Exhibit A”, attached hereto and made a part hereof.
3. Term of Contract: This Contract shall commence on the date noted above and shall be for the 2023-2024 winter snowmobile season, unless sooner terminated pursuant to paragraph twenty-one (21) below.



4. Outdoor Motorized Recreation Trail Aids Application and Grant Award: County shall apply for outdoor motorized recreation trail aids by completion of the Outdoor Motorized Recreation Grant Application of 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 snowmobile season pursuant to paragraph three (3) above.

Completion of the appropriate WDNR Form is required under Wisconsin Statutes 23.09(26) and 23.33 and failure to do so 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, and on the basis that funding is available through the WDNR.

5. Payment: Contractor shall submit work reports and receipts paid by the Contractor onto SNARS (Snowmobile Automated Reported System, provided by the WDNR). The County shall approve entries on SNARS monthly during the time period pursuant to paragraph twelve (12) below.

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

Payment shall be made at rates in accordance with the Equipment and Labor Rate provisions adopted by the Snowmobile Recreation Advisory Council for the current snowmobile season, as specifically set forth in "Exhibit B", attached hereto and made a part hereof.

All representatives of County providing labor and/or supplies to the snowmobile program shall prepare work and expense reports. These reports shall be submitted to SNARS on an annual basis.

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

County shall request reimbursement for the grant by completion of the Grant Payment Request & Worksheet of the WDNR.



6. Equipment, Tools and Labor: Contractor agrees to furnish all tools, equipment, and labor necessary to maintain, groom, and perform all work as specified under the terms of this contract.
7. Material: Contractor shall furnish all signs, posts, gates and related material necessary for the development and maintenance of the trail system.
8. 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.
9. Fall 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 winter use. The Contractor shall 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 his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for snowmobile trail use. 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 Contractor shall provide absent land use agreements within one (1) month of notice. County shall annually send land use certification(s) to the WDNR.
10. Spring Clean-up and Removal of Signs: At the end of the snowmobile season, and no later than April 15, Contractor shall remove signs as appropriate, clean-up and remove all litter from the subject Trail. The Contractor shall provide the County with a Trail System Closure Certification Form ("Exhibit D") certifying fence closures have been completed, gates have been inspected and/or closed, the appropriate signs and/or markers have been removed, and that the trail section has been cleaned-up and closed in accordance with trail specifications established by the WDNR after the Trail system has been closed for each year. County shall annually send closure certification(s) to the WDNR.
11. Grooming: The Contractor shall groom the trails to the trail specifications established by the WDNR.
12. Trail Opening and Closing: The Trail system shall be considered open during the time period from December 1 to March 31 of each year. All signs, gates, markers and related items shall be in place and the trail is in a safe operating condition as of December 1. The Contractor shall provide the County with a Trail System Opening Certification Form ("Exhibit E") 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 snowmobiling 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. The Contractor shall suspend all grooming operations during closure except as otherwise specifically authorized by County.

13. Safety Procedures - Equipment: Contractor shall attach a blinking light on top of the vehicle used during grooming and shall have headlights, taillights, and blinking lights on and working at all times. All grooming equipment and vehicles shall be clearly marked with "Slow Moving Vehicle" signs to safeguard other Trail users.

County shall inspect trails randomly during the time period from December 1 to March 31 of each year. County shall inform Contractor of any adverse determination regarding the trails, and allow Contractor an opportunity to be heard in that regard and require Contractor to develop the trails to the acceptable safety standards and in accordance with the trail specifications established by the WDNR immediately after notice.

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

15. Indemnification: 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.

16. Insurance Coverage: The Contractor shall carry liability coverage for its officers, employees, and agents in the amount of \$500,000.00 for each single personal injury, \$500,000.00 for each multiple personal injury, and \$500,000.00 for each property damage. The Contractor shall also carry liability coverage in the amount of \$2,000,000.00 to indemnify the applicable rail authority for damages from the design, construction, maintenance, existence or use of an established rail crossing or a snowmobile rail crossing for which a permit has been issued by the WDNR. The Contractor shall provide the County with acceptable certificates of insurance, from a corporation licensed in the State of Wisconsin to provide insurance, before the Trail system is opened to the public and before January 31 of each year. County shall annually send insurance certification(s) to the WDNR and other appropriate entities.

17. 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.

18. 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.

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



20. Assignment: Contractor shall not assign, subcontract, or otherwise transfer this Contract except with the express written approval of the County.
21. 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.
22. Form of Contract: Section 16.76(1) of the Wisconsin Statutes, is incorporated by reference into this contract, as applicable.
23. 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

Administrator, Sauk County

Date

ASSOCIATION OF SAUK COUNTY SNOWMOBILE CLUBS, INC.

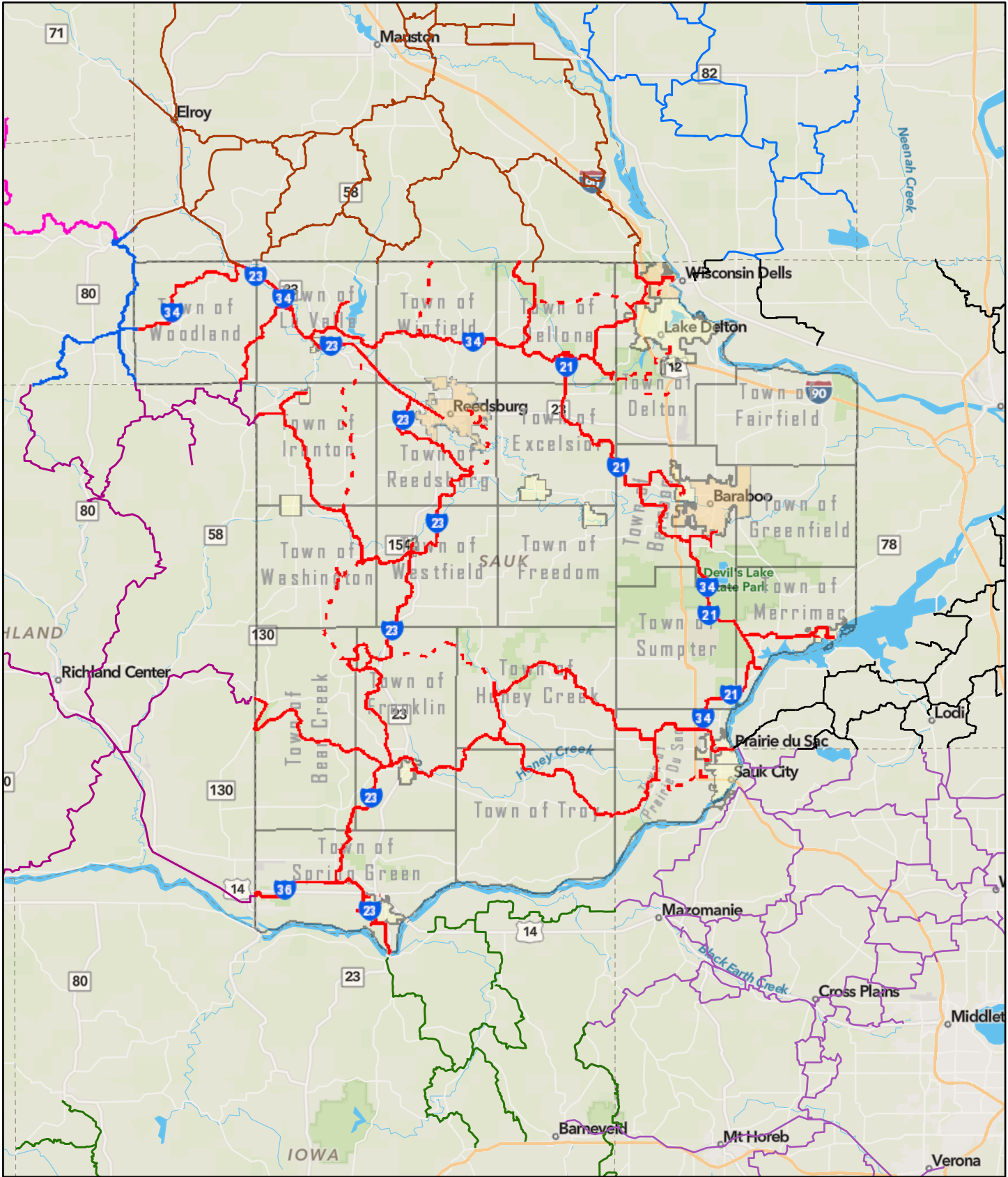
President

Date

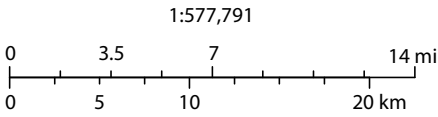
Secretary

Date

Sauk County Snowmobile Trails



- Sauk County Snowmobile Trails - Funded
- Sauk County Snowmobile Trails - Nonfunded
- Dane County Snowmobile Trails
- Iowa County Snowmobile Trails
- Richland County Snowmobile Trails
- Columbia County Snowmobile Trails
- Juneau County Snowmobile Trails
- Adams County Snowmobile Trails
- Vernon County Snowmobile Trails



County of Sauk, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, Sauk County Land Information/GIS

Equipment and Labor Rates for 2022-23 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).

Class	Description	Rate/Hour
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 - \$100 AAA2 - \$90 AAA3 - \$80 AAA4 - \$70
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 - \$95 AA2 - \$85 AA3 - \$75 AA4 - \$65
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 - \$90 A2 - \$80 A3 - \$70 A4 - \$60
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 that fold down outside the main frame do not increase the drag width for funding purposes. Class is based on static frame dimensions.
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.	
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.	
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.	\$50.00
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.	\$35.00

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. Modifications to the drag must maintain original cutting and packing function as designed. Modifications made outside the main frame will not increase the funding class.
6. Those winged drags that were previously funded and met the specifications as stated prior 2022-23 season may continue to be funded at their previous classification (drag dimensions included) for a period of 10 years (through 2031-32)
7. Groomer time spent traveling on a route that is an integral part of a single funded trail may be funded at a rate of 50% of the assigned groomer rate, as non-grooming transport time. DNR will determine if route is integral to the funded trail.

Equipment and Labor Rates for 2022-23 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 \$9.00 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	\$16.00
105	All trucks single axle dual-tire over 26,000 lbs.	\$56.00
128	All Trucks, tandem, tri, quad axle	\$60.00
203	All Tired tractors & All skid-steers up to 49 hp	\$28.00
205	All Tired tractors & All skid-steers 50-99 hp	\$33.00
206	All Tired tractors & All skid-steers 100-149 hp	\$43.00
207	All Tired tractors & All skid-steers 150 hp and up	\$52.00
215	All Fully Tracked tractors & dozers up to 99 hp	\$48.00
217	All Fully Tracked tractors & dozers 100 - 149 hp	\$53.00
218	All Fully Tracked tractors & dozers 150 hp and up	\$82.00
401	Air compressor all types	\$14.00
410	Motorized mower over 23" (self-contained or pull behind)	\$15.00
413	Mower—tractor mounted	\$16.00
414	Sickle attached to power unit	\$16.00
490	Trailer less than 1 ton (use mfr. rated capacity)	\$11.00
491	Trailer 1-4 tons (use mfr. rated capacity)	\$15.00
493	All Trailers over 4 ton	\$26.00
550	Rubber tired Backhoe (80 HP and over) was # 250	\$55.00
555	Excavator Track type (less than 100 HP)	\$48.00
558	Excavator Track type (100 - 149HP)	\$52.00
559	Excavator Track type (150HP and over)	\$65.00
802	Portable electric generator (all types)	\$18.00
902	Chipper self-contained (minimum 25 hp)	\$33.00
914	Chain Saw, pole saw, power pruner, brush saw, weed eaters	\$6.50
914T	Trailblazer brush cutter (attachment)	\$10.50
915	Auger (attachment for tractor/ skid steer), Post pounder-hydraulic	\$32.00

Equipment and Labor Rates for 2022-23 Season
Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

916	Hand-held motorized post-hole digger	\$13.00
919	Disc/spring tooth harrow/cultimulcher/cultipacker/rototiller	\$11.00
922	Welder	\$4.00
932	Brush Cutter - hydraulic driven/Fecon head	\$30.00
940	Brush Cutter—PTO driven	\$23.00
953	Boom for brush cutter	\$15.50
9042	Gas drill	\$5.00
9145	Snowmobile/ATV/UTV	\$19.00
9152	Stump grinder (all) hydraulic/self powered	\$36.00
9205	Rear blade/box scraper/pull behind grader/packing pan/rollers	\$8.00
9406	Chipper, PTO driven	\$25.00

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	\$11.00
Class 2	Drag is a minimum of 7'6" in frame width	\$9.00

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, Maintenance and Grooming Contract between the Sauk County Land Resources and Environment Department and the Association of Sauk County Snowmobile Clubs, Inc. Due date is December 1 of each snowmobile season.

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 snowmobile 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 Snowmobile Season

Snowmobile Club

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 snowmobile club listed above

BARABOO	B1, B2, B3, B4, B5
HILLCREST	HC1N, HC2N, HC5N, HC6N, HC7N, HC1E, HC3E, HC1S, HC2S, HC3S, HC1W, HC2W, HC3W
HILLSBORO	HTB34
HONEY CREEK	H1, H2, H3, H4, H5
MERRIMAC	M1, M2, M3, M4, M5, M6, M7
REDSTONE	RR1, RR2, RRCORR23
REEDSBURG	R1, R2
ROCK SPRINGS	RS1, RS2, RS3
WHITE MOUND	WM2, WM3, WM4, WM7
WINFIELD	W1, W2, W3, W5, W6

Section 3: Certification

As the individual authorized of the snowmobile club listed above in "Section 1: Information; Snowmobile Club", of the Sauk County Snowmobile 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 snowmobile trail use for the upcoming snowmobile 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 Closure Certification

Form: CC2018

Notice: Completion of this form is required under the Development, Maintenance and Grooming Contract between the Sauk County Land Resources and Environment Department and the Association of Sauk County Snowmobile Clubs, Inc. Due date is April 15 of each snowmobile season.

Instructions: Complete this form after all fence closures have been completed, gates have been inspected and/or closed, the appropriate signs and/or markers have been removed and the trail section has been cleaned-up and closed. 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 Snowmobile Season

Snowmobile Club

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 snowmobile club listed above

BARABOO	B1, B2, B3, B4, B5
HILLCREST	HC1N, HC2N, HC5N, HC6N, HC7N, HC1E, HC3E, HC1S, HC2S, HC3S, HC1W, HC2W, HC3W
HILLSBORO	HTB34
HONEY CREEK	H1, H2, H3, H4, H5
MERRIMAC	M1, M2, M3, M4, M5, M6, M7
REDSTONE	RR1, RR2, RRCORR23
REEDSBURG	R1, R2
ROCK SPRINGS	RS1, RS2, RS3
WHITE MOUND	WM2, WM3, WM4, WM7
WINFIELD	W1, W2, W3, W5, W6

Section 3: Certification

As the individual authorized of the snowmobile club listed above in "Section 1: Information; Snowmobile Club", of the Sauk County Snowmobile Trail System, described as the portion listed above in "Section 2: Trail IDs", by my signature, I hereby certify that all fence closures have been completed, gates have been inspected and/or closed, the appropriate signs and/or markers have been removed and the trail section has been cleaned-up and closed in accordance with trail specifications of the Sauk County Land Resources and Environment Department, Parks and Recreation Services.

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, Maintenance and Grooming Contract between the Sauk County Land Resources and Environment Department and the Association of Sauk County Snowmobile Clubs, Inc. Due date is December 1 of each snowmobile season.

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 Snowmobile Season

Snowmobile Club

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 snowmobile club listed above

BARABOO	B1, B2, B3, B4, B5
HILLCREST	HC1N, HC2N, HC5N, HC6N, HC7N, HC1E, HC3E, HC1S, HC2S, HC3S, HC1W, HC2W, HC3W
HILLSBORO	HTB34
HONEY CREEK	H1, H2, H3, H4, H5
MERRIMAC	M1, M2, M3, M4, M5, M6, M7
REDSTONE	RR1, RR2, RRCORR23
REEDSBURG	R1, R2
ROCK SPRINGS	RS1, RS2, RS3
WHITE MOUND	WM2, WM3, WM4, WM7
WINFIELD	W1, W2, W3, W5, W6

Section 3: Certification

As the individual authorized of the snowmobile club listed above in "Section 1: Information; Snowmobile Club", of the Sauk County Snowmobile 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



SAUK COUNTY ATV/UTV TRAIL DEVELOPMENT AND MAINTENANCE CONTRACT

This Contract made this 22nd day of March 2023, 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. Communications.** The Contractor shall designate one elected official from Sauk Ridge Runners, Inc., as set forth below, to be the point of contact for the County related to this contract. The designated elected club member shall be the only person to contact the County related to this contract and shall be the sole club member that the County is required to communicate with regarding this contract. This contract provision is intended to regulate all routine communications between the Contractor and the County. The Contractor may change their designated representative with a written amendment to this contract. All legal notices to the County shall be sent to the Sauk County Clerk.

Designated Elected Official from Sauk Ridge Runners, Inc. Information:

Name: _____

Email address: _____

Phone number: _____

- 2. 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 0.59 miles of ATV/UTV trails within the County, as specifically set forth in "Exhibit A", attached hereto and made a part hereof.
- 3. Term of Contract.** This Contract shall commence on the date noted above and shall be for the 2023-2024 ATV/UTV season, July 1, 2023 to June 30, 2024, unless sooner terminated pursuant to the "Contract Termination" provisions in this agreement.
- 4. 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.

5. **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.

6. **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.
7. **Material.** Contractor shall furnish all signs, posts, gates and related materials necessary for the development and maintenance of the trail system.
8. **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.
9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 and workers compensation insurance in the following amounts:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum



The County shall be named as an additional insured on all insurance policies except workers compensation. 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.

- 15. 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.
- 16. 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.
- 17. Amendment of Contract.** This contract may only be amended, changed, or modified in writing by mutual agreement of the parties.
- 18. Assignment.** Contractor shall not assign, subcontract, or otherwise transfer this Contract except with the express written approval of the County.
- 19. 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.
- 20. Form of Contract.** Section 16.76(1) of the Wisconsin Statutes, is incorporated by reference into this contract, as applicable.
- 21. Applicable Law.** This Contract shall be construed and governed by the rules and laws of the State of Wisconsin.
- 22. Notices.** Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Contractor: Sauk Ridge Runners
S4232 Barreau Road
LaValle, WI 53941



To County: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Sauk County Parks Department
S7995 White Mound Drive
Hillpoint, WI 53937

Nothing in this paragraph is intended to disrupt routine communications between the parties.

- 23. No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.
- 24. Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.
- 25. Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
- 26. Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Employer of any immunity, liability limitation or other protection available to the Employer under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Employer shall apply unless the Employer elects otherwise.
- 27. Open Records Law Compliance.** Contractor understands and agrees that, because Employer is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Contractor and/or the Employer. Contractor agrees to fully comply with such laws, and to cooperate with Employer in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Employer or others upon the request of Employer. Compliance and cooperation of Contractor shall be at its sole cost and expense.
- 28. Relationship of Parties.** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Employer and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Contractor and the Employer, and the Employer will not be liable for any obligation incurred by Contractor including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from Employer or to participate in any Employer benefit plan.



29. Competence, Solvency. Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

30. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

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

COUNTY OF SAUK

Administrator, Sauk County

Date

SAUK RIDGE RUNNERS ATV/UTV CLUB

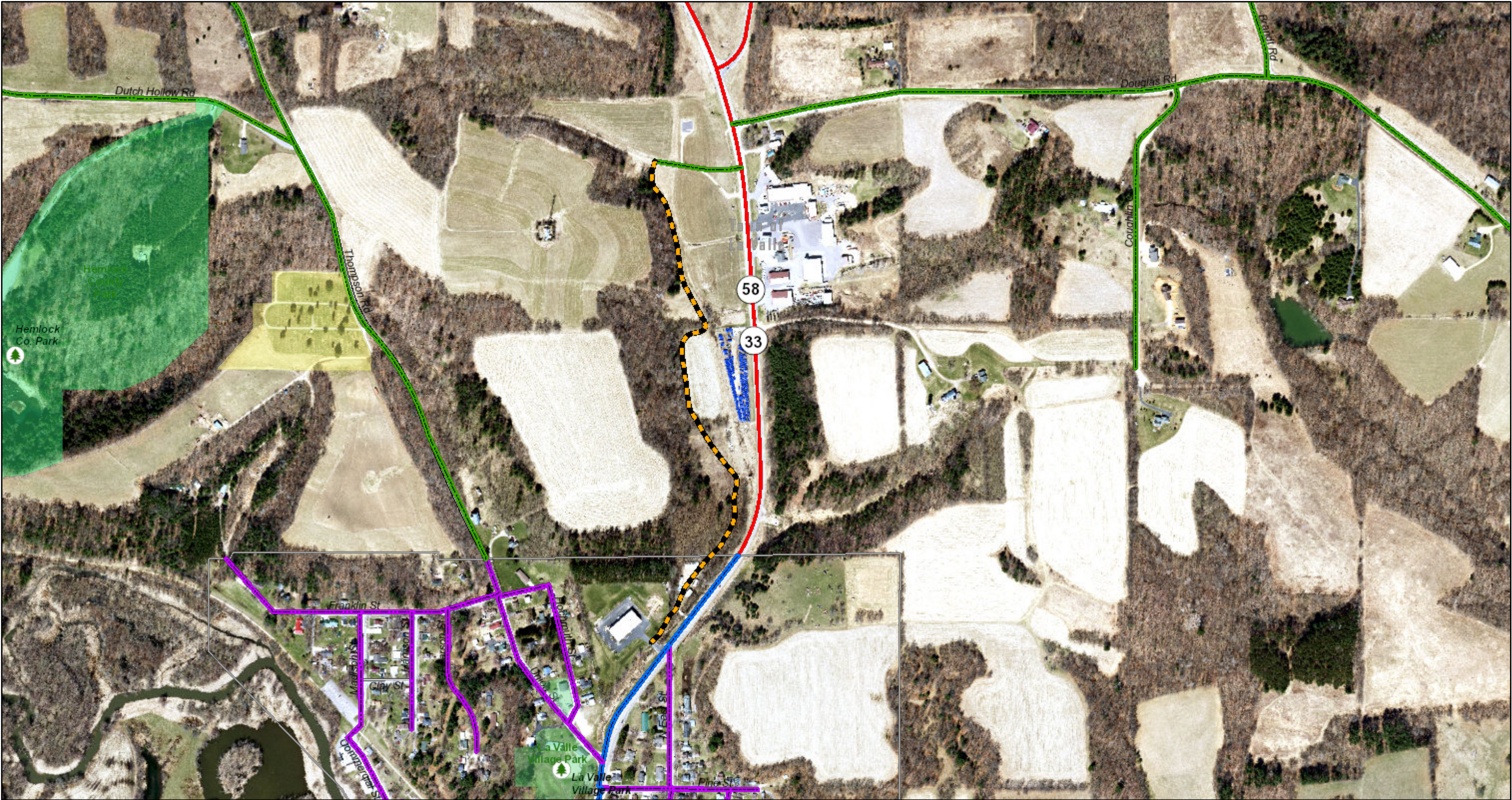
President

Date

Secretary

Date

Sauk County ATV/UTV Routes and Trails

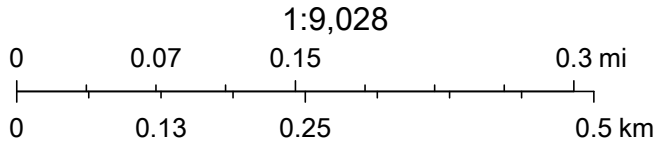


February 13, 2023

ATV Routes

- 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 County ATV Routes

- | | | |
|----------------------------|---------------|----------------------|
| Richland County ATV Routes | State | Private |
| Road Centerlines - TOWN | County | Ramp |
| Road Centerlines - MUNI | Town | Municipal Boundaries |
| Interstate | Muni | |
| Federal | Alley | |
| | Private-Named | |



Land Information/GIS, Sauk County Land Information/GIS

Equipment and Labor Rates for 2022-23 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).

Class	Description	Rate/Hour
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 - \$100 AAA2 - \$90 AAA3 - \$80 AAA4 - \$70
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 - \$95 AA2 - \$85 AA3 - \$75 AA4 - \$65
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 - \$90 A2 - \$80 A3 - \$70 A4 - \$60
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 that fold down outside the main frame do not increase the drag width for funding purposes. Class is based on static frame dimensions.
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.	
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.	
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.	\$50.00
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.	\$35.00

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. Modifications to the drag must maintain original cutting and packing function as designed. Modifications made outside the main frame will not increase the funding class.
6. Those winged drags that were previously funded and met the specifications as stated prior 2022-23 season may continue to be funded at their previous classification (drag dimensions included) for a period of 10 years (through 2031-32)
7. Groomer time spent traveling on a route that is an integral part of a single funded trail may be funded at a rate of 50% of the assigned groomer rate, as non-grooming transport time. DNR will determine if route is integral to the funded trail.

Equipment and Labor Rates for 2022-23 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 \$9.00 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	\$16.00
105	All trucks single axle dual-tire over 26,000 lbs.	\$56.00
128	All Trucks, tandem, tri, quad axle	\$60.00
203	All Tired tractors & All skid-steers up to 49 hp	\$28.00
205	All Tired tractors & All skid-steers 50-99 hp	\$33.00
206	All Tired tractors & All skid-steers 100-149 hp	\$43.00
207	All Tired tractors & All skid-steers 150 hp and up	\$52.00
215	All Fully Tracked tractors & dozers up to 99 hp	\$48.00
217	All Fully Tracked tractors & dozers 100 - 149 hp	\$53.00
218	All Fully Tracked tractors & dozers 150 hp and up	\$82.00
401	Air compressor all types	\$14.00
410	Motorized mower over 23" (self-contained or pull behind)	\$15.00
413	Mower—tractor mounted	\$16.00
414	Sickle attached to power unit	\$16.00
490	Trailer less than 1 ton (use mfr. rated capacity)	\$11.00
491	Trailer 1-4 tons (use mfr. rated capacity)	\$15.00
493	All Trailers over 4 ton	\$26.00
550	Rubber tired Backhoe (80 HP and over) was # 250	\$55.00
555	Excavator Track type (less than 100 HP)	\$48.00
558	Excavator Track type (100 - 149HP)	\$52.00
559	Excavator Track type (150HP and over)	\$65.00
802	Portable electric generator (all types)	\$18.00
902	Chipper self-contained (minimum 25 hp)	\$33.00
914	Chain Saw, pole saw, power pruner, brush saw, weed eaters	\$6.50
914T	Trailblazer brush cutter (attachment)	\$10.50
915	Auger (attachment for tractor/ skid steer), Post pounder-hydraulic	\$32.00

Equipment and Labor Rates for 2022-23 Season
Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

916	Hand-held motorized post-hole digger	\$13.00
919	Disc/spring tooth harrow/cultimulcher/cultipacker/rototiller	\$11.00
922	Welder	\$4.00
932	Brush Cutter - hydraulic driven/Fecon head	\$30.00
940	Brush Cutter—PTO driven	\$23.00
953	Boom for brush cutter	\$15.50
9042	Gas drill	\$5.00
9145	Snowmobile/ATV/UTV	\$19.00
9152	Stump grinder (all) hydraulic/self powered	\$36.00
9205	Rear blade/box scraper/pull behind grader/packing pan/rollers	\$8.00
9406	Chipper, PTO driven	\$25.00

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	\$11.00
Class 2	Drag is a minimum of 7'6" in frame width	\$9.00

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

SRR2

SAUK RIDGE	SRR2

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

SRR2

SAUK RIDGE	SRR2

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 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



SAUK COUNTY OFF-HIGHWAY MOTORCYCLE TRAIL DEVELOPMENT, MAINTENANCE AND EVENT CONTRACT

Contract by and between Sauk County ("County") and Driftless Dual Sport Riders ("Contractor") as follows:

WHEREAS, Sauk County annually participates in maintaining, acquiring, insuring or developing lands for public motorized trail use. In doing so, these public motorized trails are eligible for grant funds through the Wisconsin Department of Natural Resources; and

WHEREAS, the aforementioned grant program funds 100% of the cost for the acquisition, development, insurance, and maintenance of public trails. Funding for the program comes from registration fees and a portion of tax on gasoline; and

WHEREAS, The Driftless Dual Sports Riders contacted the County, requesting assistance with a grant application for a one-two day special event to be held at the Sauk Prairie State Recreation Area; and

WHEREAS, Under the concept of re-purposing as described in the Master Plan, County is facilitating the grant on behalf of the local OHM club by requesting funds to cover the cost of a one-two day special event for Off-Highway Motorcycle riders in 2023 ("Event"); and

WHEREAS, under the Master Plan guidelines the club requests to re-purpose up to 50% of the established biking, equestrian and public roads within the Sauk Prairie State Recreation Area for the Event; and

WHEREAS, the County has been awarded a grant from the Wisconsin DNR to facilitate the Event, which would be used to reimburse the OHM club for actual expenses incurred such as insurance and signage, and also covers County staff time.

NOW, THEREFORE, based on the good and valuable consideration stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Duties of Contractor. Contractor shall be responsible for the following:

- a. Notify the County Land Resources and Environment Department of the dates the event is scheduled.
- b. The Event shall be held no later than November 30, 2023.
- c. Notify the County upon completion of the work, meet with the County representative on-site to review the trails. If the clean-up is found to be deficient, or if the trails need repair due to the event, Contractor shall clean up and make repairs as noted in the written notice provided by the County.
- d. The Contractor will be responsible for site safety during all phases of the Event. Contractor shall ensure that all trails to be used for the Event are signed with appropriate warning signs and blocked off to prevent public access.
- e. All Federal, State, County, and local laws, permits, and regulations are to be adhered to by the contractor. No deviations from the specifications allowed unless the County agrees. The County is not aware of any permits specific to this project.
- f. Once the Event is completed and all clean-up and/or repair work is approved by the County, all leftover materials, waste, tools and equipment must be removed from the Event site, trail and area.



2. Duties of the County. The County shall be responsible for the following:

- a. Manage the grant funds and reporting to the State of Wisconsin DNR.
- b. Make reimbursement for expenses to the Contractor within 45 days of reimbursement requests.

3. Communications. The Contractor shall designate one elected official from Driftless Dual Sport Riders, as set forth below, to be the point of contact for the County related to this contract. The designated elected club member shall be the only person to contact the County related to this contract and shall be the sole club member that the County is required to communicate with regarding this contract. This contract provision is intended to regulate all routine communications between the Contractor and the County. The Contractor may change their designated representative with a written amendment to this contract. All legal notices to the County shall be sent to the Sauk County Clerk.

Designated Elected Official from Driftless Dual Sport Riders Information:

Name: _____

Email address: _____

Phone number: _____

4. Notices. Any legal notices required by this Agreement shall be made in writing to the address specified below:

County: County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Sauk County Land Resources and Environment
Attn: Jekka Alt
57995 White Mound Drive
Hillpoint, WI 53937

Contractor: Driftless Dual Sport Riders
125 S. Monroe Street
Stoughton, WI 53589

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the parties.

5. Insurance. During the term of this Agreement, Contractor shall maintain the types and amounts of insurance in the attached insurance certificate (Exhibit 1).

- a. Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance must name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.



- 6. Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 7. Governing Law, Jurisdiction and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.
- 8. Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this Agreement or any termination of this Agreement.
- 9. Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 10. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 11. Integration.** This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 12. Assignment.** Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.
- 13. Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
- 14. No Construction Against Either Party.** This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.



- 15. Multiple Originals.** This contract may be executed in multiple originals, each of which, together shall constitute a single agreement.
- 16. Captions.** The parties agree, that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
- 17. No Partnership or Joint Venture.** This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the Agreement.
- 18. Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.
- 19. Open Records Law Compliance.** Contractor understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Contractor. Contractor agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of Contractor shall be at its sole cost and expense.
- 20. Amendment.** No amendment of this contract shall be binding unless in writing and signed by all of the parties.
- 21. Standard of Care.** The same degree of care, skill, and diligence shall be exercised by Contractor in the performance of its duties as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
- 22. Equal Employment Opportunity.** Contractor hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11216 and other applicable laws and regulations. Contractor affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a veteran, including a veteran of the Vietnam era, membership in the national guard or reserve components of the military of the United States, political affiliation, or any other legally protected status. It is Contractor's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. Contractor further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.
- 23. Gratuities – Kickbacks – non-collusion.** It shall be a breach of this contract and subsequent amendments for contractor to offer, give, or agree to give anything of pecuniary value or to make an offer for employment to any elected official, employee, or former employee in connection with this Agreement. Prohibited conduct shall include, but is not limited by enumeration, acts or attempts to influence: any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory



capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore.

24. Time of the Essence. Except as otherwise specifically stated herein, time is of the essence with respect to all provisions of this contract that specify a time for performance.

{READ THE NEXT SECTION CAREFULLY, YOU HAVE THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS CLAUSE}

25. Indemnification and hold Harmless. *Contractor shall at all times indemnify, defend and save harmless, the County and it's supervisors and employees from any and all causes of action, demands, liability, claims, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, by reason of loss or damage to any property or bodily injury to any person, including but not limited to death, as a direct or indirect result of the performance by Contractor of its duties hereunder or as a result of participation in the preparation, clean-up or participation in the Event, and as the result of any action or omission of Contractor.*

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the corporation or other entity they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement:

COUNTY OF SAUK

Administrator, Sauk County

Date

DRIFTLESS DUAL SPORT RIDERS

President

Date

Secretary

Date



AMERI-8

OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 866-998-3864 Jones Birdsong LLP 600 Market Street, Suite 210 Chanhassen, MN 55317 Donald Birdsong		CONTACT NAME: Donald Birdsong PHONE (A/C, No, Ext): 866-998-3864 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New York Marine And General	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event		Y	GL202100012784	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 PLL \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Type of Event: Class 6C
Event Title: Bader Dualsport
Location: Sauk Prairie State Recreation Area
Premium: \$231.00

CERTIFICATE HOLDER

CANCELLATION

Driftless Dual Sport Riders	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donald Birdsong

Type of Insurance: Commercial General Liability

Policy Number: GL202100012784

Insured: AMERICAN MOTORCYCLIST ASSOCIATION, INC., AMA DISTRICT ORGANIZATIONS, CLUBS and PROMOTERS

Additional Insureds, in accordance with policy terms and conditions:

- A. Any managers, owner, or lessor of premises used by the named insured;
- B. Any person or organization sponsoring racing vehicles or sponsoring racing vehicle drivers;
- C. Any person or organization sponsoring your activities or events;
- D. Racing vehicle owners, racing vehicle drivers and racing vehicle crew members; volunteers
- E. Persons or organizations (other than drivers, crew members, racing vehicle owners, sponsors, volunteers, or managers or lessors of premises) if required by contract.
- F. Any state or governmental agency or subdivision or political subdivision – permits or authorizations
- G. Any lessor of leased equipment when required in lease agreement with you

Wisconsin DNR and it's employees S5975 Park Road Baraboo, WI 53913 - Land owner
Sauk County Sauk County Parks Dept S7995 White Mound Drive, Hillpoint, WI 53937 - Grant writer

EVENT DATES*: 10/02/2022

PRACTICE: N/A

ADDITIONAL CAMPING: N/A

ADDITIONAL SET-UP: N/A

ADDITIONAL TEAR DOWN: N/A

*Includes coverage for set-up and camping day before the Event and tear down the day after the Event.