

SAUK COUNTY ATV/UTV TRAIL DEVELOPMENT AND MAINTENANCE CONTRACT

This Contract made this 19th day of March 2024, 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 2024-2025 ATV/UTV season, July 1, 2024 to June 30, 2025, 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.

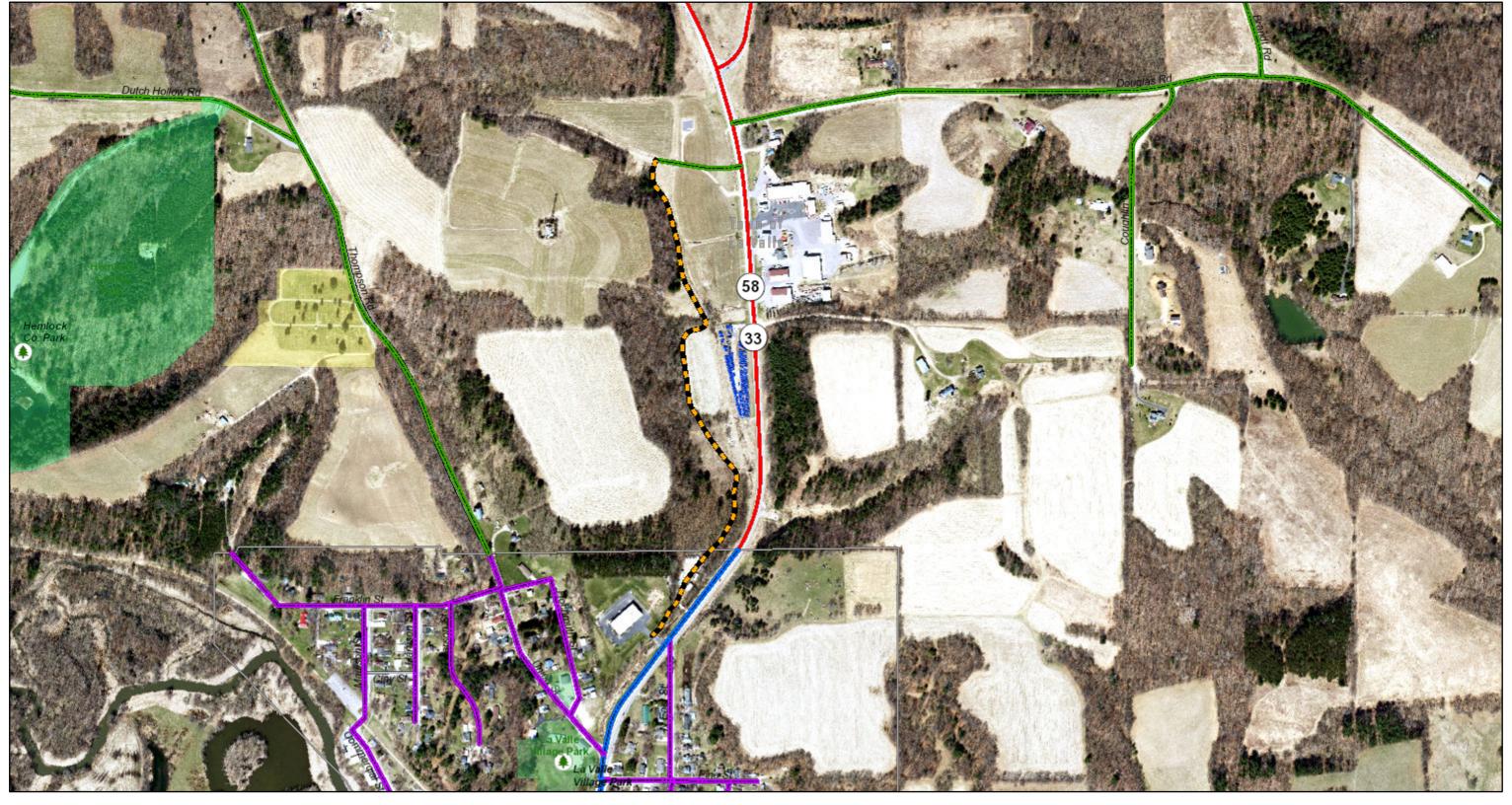


- **29. Competence, Solvency.** Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Contractor represents and warrants that it is financially solvent, 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.

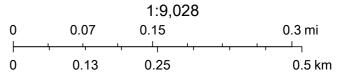
IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date set forth herein.

COUNTY OF SAUK		
Administrator, Sauk County	Date	
SAUK RIDGE RUNNERS ATV/UTV CLUB		
President	Date	
Secretary	 Date	

Sauk County ATV/UTV Routes and Trails







Land Information/GIS, Sauk County Land Information/GIS

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

Class		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.	\$5 more than AA AAA1 - \$100 AAA2 - \$90 AAA3 - \$80	
	Trucks: minimum 1-ton (4-wheel drive), minimum payload of 3,500 lbs., fully-tracked with a minimum manufactured 15,000 GWV track system.	AAA4 - \$70	
АА	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.	\$5 more than A AA1 - \$95 AA2 - \$85 AA3 - \$75 AA4 - \$65	
А	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	
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 .	down outside the main frame do not increase the drag width for funding purposes. Class is based on static frame dimensions.	
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.		
В	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	
С	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.
- A Class A power unit **not** pulling a 7'6" grooming drag will be placed in Class B for rate purposes.
 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.

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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 in **WINTER** trails, or **\$12.00** per hour maximum on any **SUMMER ATV/UTV trails** 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

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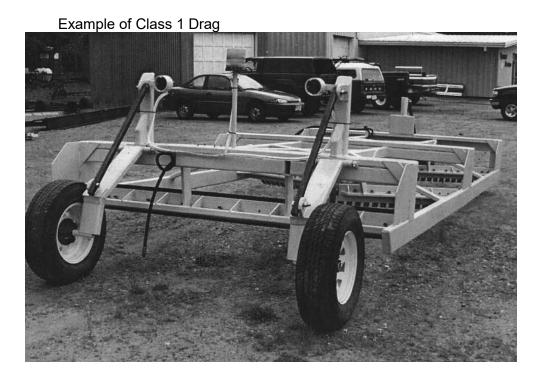
Equipment and Labor Rates for 2023-24 Season Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

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 I	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



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Exhibit C

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: Informa	tion		
Year of ATV/UTV Season		ATV/UTV Clu	b
		Sauk Ridge	Runners
Printed Name of Indiv	idual Authorized to Act on Beh	nalf of Club	
Mailing Address for C	lub		
City		State	Zip Code
Telephone Number of	Authorized Individual		
Email Address of Auth	norized Individual		
Section 2: Trail IDs	3		
List all County-funded	trails for the ATV/UTV club lis	sted above	
SRR2			
SAUK RIDGE SRF	R2		
CACALLES CALL	TOTAL TIME OF THE PROPERTY OF		
Section 3: Certifica	ation		
the Sauk County AT signature, I hereby or with a signed con	V/UTV Trail System, descr certify that all landowners in tract and have granted pern permits or other appropriate	ibed as the po n my club sec nission to use	ve in "Section 1: Information; ATV/UTV Club", of ortion listed above in "Section 2: Trail IDs", by my tion have been contacted verbally, electronically his/her land and/or all necessary private property have been secured for ATV/UTV trail use for the
Signature of Auth	orized Individual		Date Prepared

Exhibit D

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 CI	ATV/UTV Club	
	Sauk Ridge	Runners	
Printed Name of Individual Authorized to Act on Bel	half 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 list	sted above		
SRR2			
SAUK RIDGE SRR2			
Section 3: Certification			
the Sauk County ATV/UTV Trail System, descr	ribed as the p	ove in "Section 1: Information; ATV/UTV Club", of ortion listed above in "Section 2: Trail IDs", by my	
		en completed, gates have been inspected and/or alled and the trail section has been developed to	
		pecifications of the Sauk County Land Resources	
and Environment Department, Parks and Recr	eation Servic	es.	