

ENROLLED ORDINANCE 177-97

AUTHORIZE PARTICIPATION IN WISCONSIN OUTDOOR MOTORIZED
RECREATIONAL TRAILS AID FOR WAUKESHA COUNTY SNOWMOBILE TRAILS

WHEREAS, the Waukesha County Department of Parks and Land Use, in cooperation with the Waukesha County Snowmobile Association, Inc., utilizes the State of Wisconsin Department of Natural Resources – Outdoor Motorized Recreational Trails Aid for acquisition, insurance, development and maintenance of public snowmobile trails; and

WHEREAS, Waukesha County Snowmobile Association, Inc. acquires, insures, and maintains snowmobile trails for public outdoor snowmobile trail use; and

WHEREAS, a Waukesha County Board ordinance indicating a desire to participate in the program is required annually to apply for and receive Outdoor Motorized Recreational Trails Aid for public snowmobile trails under sec. 23.09(26), Wis. Stats.; and

WHEREAS, Waukesha County has been a successful annual participant in the Outdoor Motorized Recreational Trails Aid grant program since 2000; and

WHEREAS, the State of Wisconsin requires Waukesha County to coordinate, apply for and disburse snowmobile funds; and to execute a separate agreement with Waukesha County Snowmobile Association, Inc. which includes all required grant documentation for funding to be provided to Waukesha County; and

WHEREAS, the grant funds to be received and disbursed have been incorporated in the 2023 Waukesha County Department of Parks and Land Use budget.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County desires to receive Outdoor Motorized Recreational Trails Aid pursuant to sec. 23.09(26), Wis. Stats. for program year 2023-2024.

BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use or his designee is authorized to act on behalf of Waukesha County to submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available pursuant to sec. 23.09(26), Wis. Stats.


BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use or his designee is authorized to execute an agreement on behalf of Waukesha County with the Waukesha County Snowmobile Association, Inc., in a form to be approved by Corporation Counsel, for the maintenance of Waukesha County public snowmobile trails and distribution of related program funds.


BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use or his designee is authorized to take all necessary actions and execute any necessary additional documents in order to effectuate the purposes of the agreement and to undertake, direct and complete approved projects with Outdoor Motorized Recreational Trails Aid received.


AUTHORIZE PARTICIPATION IN WISCONSIN OUTDOOR MOTORIZED RECREATIONAL TRAILS AID
FOR WAUKESHA COUNTY SNOWMOBILE TRAILS


Presented by:
Land Use, Parks, and Environment Committee


Tyler J. Foti, Chair


Jennifer Grant


Christine M. Howard


Robert L. Kolb


Brian Meier

Absent

Chris Mommaerts


Gary J. Szpara

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 4/3/2023, 
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: 4/3/2023, 
Paul Farrow, County Executive



Waukesha County

Department of Parks and Land Use

Agreement Between Waukesha County Snowmobile Association, Inc. and Waukesha County for Maintenance of Waukesha County Public Snowmobile Trails and Distribution of Funds Under the Wisconsin Department of Natural Resources Snowmobile Aids Program

This Agreement is made by and between Waukesha County Snowmobile Association, Inc. herein called "Contractor", and Waukesha County, herein called "County", a Wisconsin municipal corporation, for the maintenance of public snowmobile trails located within Waukesha County pursuant to §23.09(26) and §350.12(4), Wis. Stats.

A. TERM OF AGREEMENT:

- 1) This Agreement is in effect from November 1, 2023 through March 30, 2024, renewable annually at the option of County.

B. SCOPE OF WORK:

Parties agree that the scope of work under this Agreement shall be limited to public snowmobile trails within the legal boundaries of Waukesha County. Contractor must obtain the County's written approval for any work performed outside the County's borders to be made part of this Agreement.

The Contractor shall perform the following services on an annual basis:

- 1) Verify with private landowners and the County that there are valid land use agreements on file with the County securing public access and use of land for snowmobiling by the public.
- 2) Prepare the trails for public use by grading, brushing, leveling, and performing other preparatory work necessary to provide safe riding conditions.
- 3) Install deck protection over surface of all multi-use trail bridges, to protect bridge decking and to provide for safe riding conditions. Inspect planking regularly, and close trail at bridge crossing immediately upon discovery of damaged or missing planking. Re-open bridge crossing only after repairs to planking are complete. All planking to be removed by April 1st each year.
- 4) Install and maintain snowmobile highway, trail, and guide signs conforming to NR 50.09 requirements. Coordinate signage with County and State departments.

Park System

515 W Moreland Blvd., AC 230 • Waukesha, Wisconsin 53188-3878
Phone: (262) 548-7790 • Fax: (262) 896-8071 • www.waukeshacountyparks.com

- 5) Provide equipment and labor necessary to maintain and groom the trails in a safe riding condition.
- 6) Groom and maintain snowmobile trails to the minimum standards required under NR 50.09 and any other State or County rule or regulation.
- 7) Periodically inspect trails to ensure safe riding conditions. Notify Waukesha County Department of Parks and Land Use, Parks System Division of trail conditions as requested and provide current trail maps as requested.
- 8) Keep Snow Conditions Recorded Hotline up to date with trail condition/status. Indicate conditions as "Closed, Poor, Fair, Good, or Excellent", status as "Closed, Partially Open (indicate which trails), or Open", the amount of snow base in inches, and if the trails have been groomed. Inform County whenever conditions change so Department of Tourism website and County website can be updated.
- 9) Install and maintain approved trail open/closed signage that includes snow depth requirements at all major access points where snowmobile trail follows a multi-use trail corridor (i.e. Ice Age Trail, Bugline). Multi-use trail signs shall not be removed or covered without permission of agency placing the sign.

A. DISTRIBUTION OF FUNDS UNDER THE SNOWMOBILE AIDS PROGRAM

The County shall distribute funds available under the Snowmobile Aids Program as follows:

- 1) The County shall reimburse the Contractor for actual maintenance performed by multiplying the State of Wisconsin Department of Natural Resources approved Snowmobile Trail Maintenance rate per mile then in effect times the number of certified miles of Waukesha County public snowmobile trails maintained by Contractor, up to the maximum grant funding provided by the State of Wisconsin Department of Natural Resources. County agrees to distribute supplementary snowmobile trail maintenance payments provided by the State to Contractor subject to availability and eligibility.
- 2) Contractor agrees that above outlined services shall be provided for the amount stated in the preceding paragraph. Contractor understands that supplementary snowmobile trail maintenance payments are subject to availability and conditions and that as such, may not be available for distribution to Contractor. Contractor agrees that trails shall be maintained in a safe riding condition until the end of the snowmobiling season even if funds are exhausted prior to the end of the season.
- 3) Contractor shall submit to County requests for distribution of funds on Snowmobile Automated Recording System (SNARS) provided by the Department of Natural Resources. Requests must be submitted to the County by the 25th day of each month. Distribution of funds by County is contingent upon approval of work by County and/or the Department of Natural Resources and the availability of State Snowmobile Aids Program funds.

B. ADDITIONAL PROVISIONS

- 1) Contractor agrees that it is working in the capacity of an independent contractor with respect to the services provided. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

- 2) Contractor agrees that it will, at all times during the term of this Agreement, keep in force and effect insurance policies required by this Agreement as noted below. Insurance certificates must be issued by a company or companies authorized to do business in the State of Wisconsin and that are satisfactory to the County. Such insurance shall be primary. Prior to commencing any on-site activity, the Contractor shall furnish the County with a Certificate of Insurance issued and upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and provide for thirty (30) days' advance notice of cancellation or non-renewal during the term of this Agreement.

Failure to submit or maintain the insurance requirements may void this Agreement at the County's discretion. Minimum requirements are as follows:

Commercial General Liability: Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) Products and completed operations, (3) Personal injury, (4) Blanket contractual coverage, (5) Broad form property damage and (6) Independent Corporation's coverage.

Limits of liability not less than: \$1,000,000 General aggregate; \$1,000,000 Products/Completed operations aggregate; \$1,000,000 Personal Injury; \$1,000,000 Each Occurrence. Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insureds and be so stated on the Certificate(s) of Insurance.

- 3) Contractor agrees to protect, indemnify, defend and hold harmless Waukesha County, its boards, commissions, officers, agents, employees and representatives from and against any and all liability, including claims, causes of actions, damages, demands, costs, expenses, losses and damage to any property or bodily injury to any person including death, as a result of any act or omission of the Contractor, its officers, members, employees, agents, representatives, directors in connection with the terms of this Agreement. In case any action or proceeding is brought against Waukesha County by reason of any such claim or cause of action, the Contractor upon notice from Waukesha County shall defend Waukesha County and be responsible for payment of attorney fees and costs.
- 4) All changes that are mutually agreed upon by and between the County and the Contractor shall be in writing and designated as written amendments to this Agreement. Parties understand that County does not control the availability of funds and that funds may not be available for each year of the Agreement.
- 5) Nothing in this Agreement shall bind County to fund the snowmobile maintenance program should State funds no longer be available. County shall notify the Contractor on an annual basis as soon as funding amounts for the following snowmobiling season become available.
- 6) Termination of Agreement for Cause. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates the covenants, agreements or stipulations of this Agreement, the County shall

have the right to terminate this Agreement by giving written notice to the Contractor of such termination delivered pursuant to Section 8. The written notice shall be provided to the Contractor at least thirty days before the effective date of such termination. County may permit the Contractor a reasonable amount of time to cure a breach of the terms of this Agreement if the breach is amenable to a cure and County shall not unreasonably withhold such permission.

- 7) Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the County and Contractor shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 8) Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the Contractor at:

Harold Butschke
Waukesha County Snowmobile Association
730 East Harvard Street
Oconomowoc WI 53066
Cell 262-468-8437

and to the County at:

Rebecca Mattano
Waukesha County Department of Parks & Land Use
515 W. Moreland Blvd. AC 230
Waukesha, WI 53188
262-548-7807

All other correspondence shall be addressed as above but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

In Witness Whereof, the parties hereto have executed this Agreement on the dates recited below:

Signatures Follow

WAUKESHA COUNTY

By: _____ Date _____
Rebecca Mattano, Park System Manager

WAUKESHA COUNTY SNOWMOBILE ASSOCIATION, INC.

By: _____ Date: _____
(Signature)

By: _____ Title: _____
(Print name)

The above signatory on behalf of the Waukesha County Snowmobile Association, Inc. does hereby state that he is authorized to execute agreements and contracts on behalf of the Waukesha County Snowmobile Association, Inc. and to so bind the Waukesha County Snowmobile Association, Inc. to its terms.

Initials

VOTE RESULTS

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YES

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NO

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ABSTAIN

2

ABSENT

Ordinance 177-O-104

Ordinance 177-O-104: Authorize Participation in Wisconsin Outdoor Motorized Recreational Trails Aid for Wa

 **Passed By Majority Vote**

D1 - Foti	AVE	D10 - Thieme	AVE	D19 - Enriquez	AVE
D2 - Weil	AVE	D11 - Howard	AVE	D20 - Schellinger	AVE
D3 - Morris	AVE	D12 - Wolf	AVE	D21 - Gaughan	AVE
D4 - Batzko	AVE	D13 - Decker	AVE	D22 - Szpara	AVE
D5 - Grant	ABSENT	D14 - Mommaerts	AVE	D23 - Hammitt	AVE
D6 - Walz	AVE	D15 - Kolb	AVE	D24 - Bangs	AVE
D7 - LaFontain	AVE	D16 - Crowley	AVE	D25 - Johnson	AVE
D8 - Koremenos	AVE	D17 - Meier	ABSENT		
D9 - Heinrich	AVE	D18 - Nelson	AVE		

13th Meeting, 177th Year of the County Board Supervisors - March 28 2023 07:05:47 PM

March 28 2023



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