

ENROLLED ORDINANCE 172-043

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 to receive Outdoor Motorized Recreational Trails Aid for public snowmobile trails under sec. 23.09(26), Wis. Stats., and

WHEREAS, the State of Wisconsin requires Waukesha County to coordinate, apply for and disburse snowmobile funds; 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 received and disbursed are incorporated in the 2018 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 2017-18.

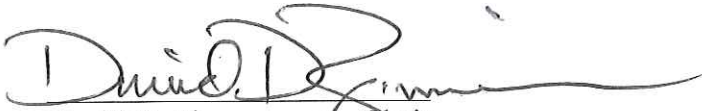
BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use or his designee is authorized to act on behalf of Waukesha County to submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available pursuant to sec. 23.09(26), 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 Waukesha County Snowmobile Association, Inc. for the services it will provide Waukesha County and execute any other additional documents as may be necessary to effectuate the purposes of the agreement.

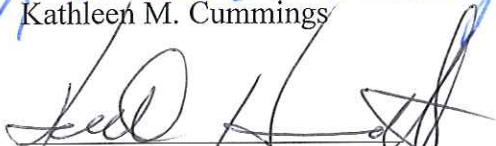
BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use or his designee is authorized to take all necessary actions to undertake, direct and complete approved projects with Outdoor Motorized Recreational Trails Aid received.


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

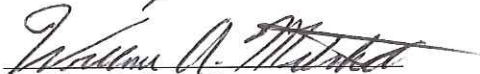
Presented by:  
Land Use, Parks, and Environment Committee


  
David D. Zimmermann, Chair

  
Kathleen M. Cummings

  
Keith Hammitt

  
Robert L. Kolb

  
William Mitchell

  
Thomas J. Schellinger

  
Ted Wysocki

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

Date: 10/31/17,   
Kathleen Novack, County Clerk

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

Approved: X

Vetoed: \_\_\_\_\_

Date: 10/30/17,   
Paul Farrow, County Executive

**Agreement Between Waukesha County Snowmobile Association, Inc. and Waukesha County  
for Maintenance of Waukesha County Public Snowmobile Trails and  
Distribution of Funds Under the DNR 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. 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 (see addendum). 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 1<sup>st</sup> 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.
- 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 who placed the sign.

**B. 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 on Waukesha County public snowmobile trails up to an amount determined annually 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. County agrees to distribute supplementary snowmobile trail maintenance payments 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 25<sup>th</sup> 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.

### C. ADDITIONAL PROVISIONS:

- 1) Contractor agrees that the individuals providing the services under this Agreement are not employees or agents of Waukesha County or the State of Wisconsin.
- 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.

**D. TERM OF AGREEMENT:**

- 1) This Agreement is in effect from November 1, 2017 through March 30, 2018, renewable annually at the option of County. Any modifications to this Agreement must be in writing and signed by both parties. Parties understand that County does not control the availability of funds and that funds may not be available for each year of the agreement. 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.
  
- 2) This Agreement may be terminated by either party with 30-days' advance written notice to the other party.

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

WAUKESHA COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Duane Grimm, Park System Manager

WAUKESHA COUNTY SNOWMOBILE ASSOCIATION, INC.

By: \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

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

Revised 9/29/17



## Waukesha County

### *Department of Parks and Land Use*

November 17, 2016

Joe Nehmer  
Jefferson County Parks Director  
320 S. Main Street Room 204  
Jefferson WI 53551

Dear Joe:

Please accept this letter as confirmation that Waukesha County agrees transfer jurisdiction of an 8-mile segment of snowmobile trail corridor number 9 that runs through Jefferson County for the 2017-2018 snowmobile operation season. The number 9 Trail Corridor runs from north to south through the Towns of Ixonia and Concord. Lake LaBelle Cooney Riders have established a 4.5-mile in the Town of Ixonia and 3.5 miles in the Town of Concord ending at Highway DR (the "Ixonia-Concord Trail Segment") (see attached map).

State funded snowmobile trails need to be designated for use by snowmobile operators by the governmental agency having jurisdiction. Currently, the Lake LaBelle Cooney Riders established, maintain and insure the Ixonia-Concord Trail Segment and will receive their 2016-17 funding through the Waukesha County Snowmobile Association. The Waukesha County Snowmobile Association will work cooperatively with Jefferson County for the 2017-18 snowmobile season.

For the 2016-2017 season, and with Jefferson County's permission, Waukesha County will fund the Ixonia-Concord Trail Segment with the Waukesha County Snowmobile Association. In 2017 Waukesha County will deduct 8-miles of State trail funding and Jefferson County will add 8-miles to your State trail funding request. Please know, Waukesha County Snowmobile Association has always been very professional in their management and operation of their trail grooming operations.

If you are in agreement with this transfer, please respond to me in writing and copy Ann Loechler, Faith Murray and Catherine Burrow, all with the State of Wisconsin to complete this agreement.

Respectfully,

Duane A. Grimm  
Parks Manager  
Waukesha County Parks and Land Use  
515 W. Moreland Blvd Room AC230  
Waukesha WI 53188

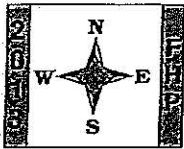
#### Park System

515 W Moreland Blvd., AC 230 • Waukesha, Wisconsin 53188-3878

Phone: (262) 548-7790 • Fax: (262) 896-8071 • [www.waukeshacountyparks.com](http://www.waukeshacountyparks.com)

File Number: 172-O-043

Referred to: LU 5

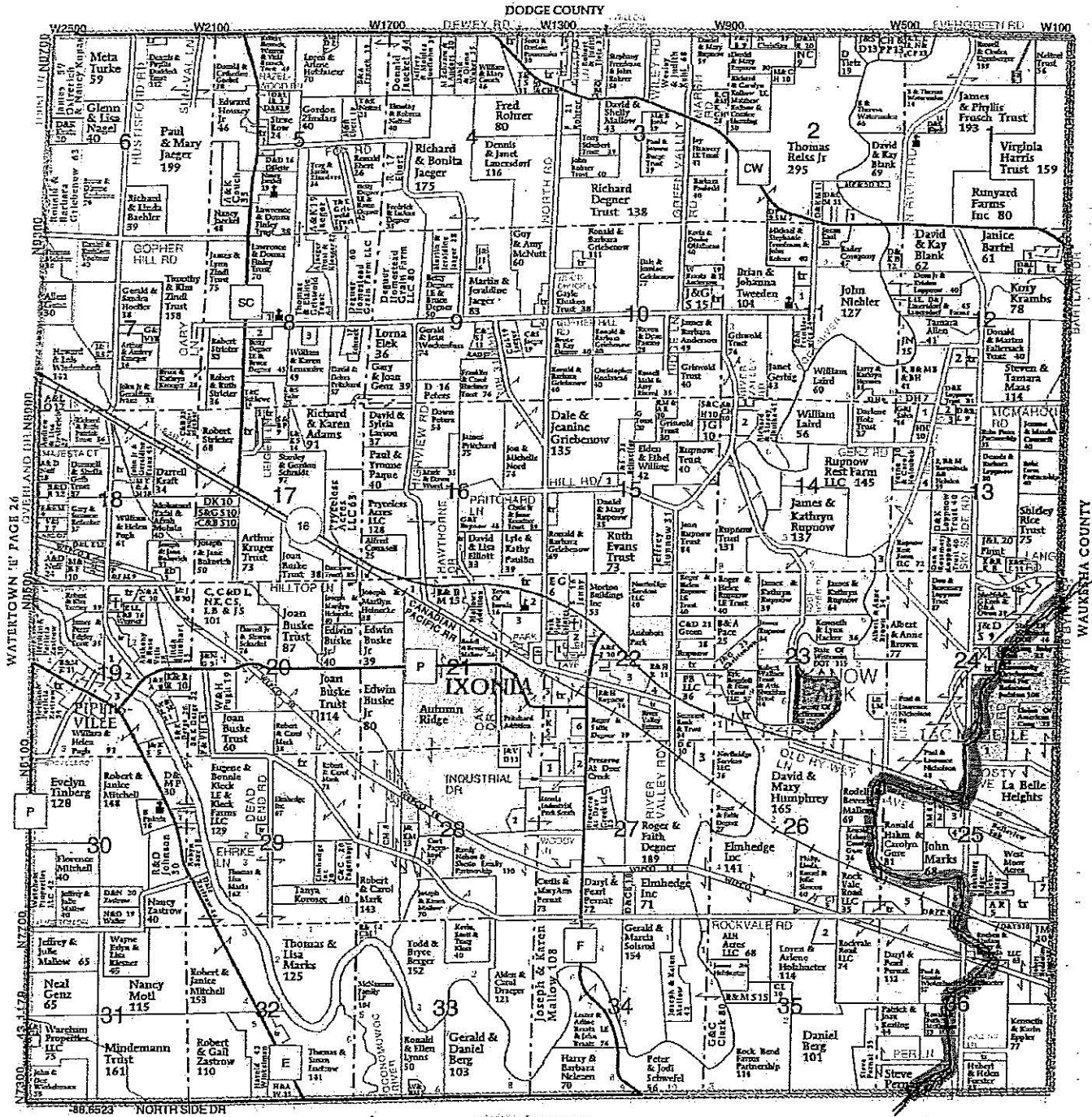
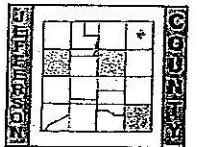


# IXONIA

## T-8-N • R-16-E

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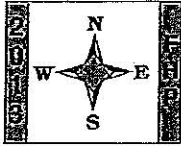
See Page 70-72 For Additional Names.



STATE OF Wisconsin  
Olinsang Ruby  
Tn. of Ixonia  
STATE OF Wisconsin  
R+B Mallow  
R. Wahn  
B. Guse  
J. Marks Tn of Ixonia

**LCE LAKE COUNTRY ENGINEERING, INC.**  
\* Over 40 years of experience in Southeastern Wisconsin \*  
**Rob Davy, P.E.**      **Mark Powers, R.L.S.**  
\* Surveying \* Residential \* Civil Engineering \* Commercial  
**(262) 569-9331    www.LCE.biz**  
970 S. Silver Lake St., Suite 105, Oconomowoc, WI 53066

D. PERNAT  
R. SAUER  
J. HOLZHUETER  
S. PERNAT  
4.5 miles



Steve Aernat  
W.C. Rohade Exc.  
D+M Wegner  
D+M Wegner  
D+M Wegner

# CONCORD

T-7-N • R-16-E

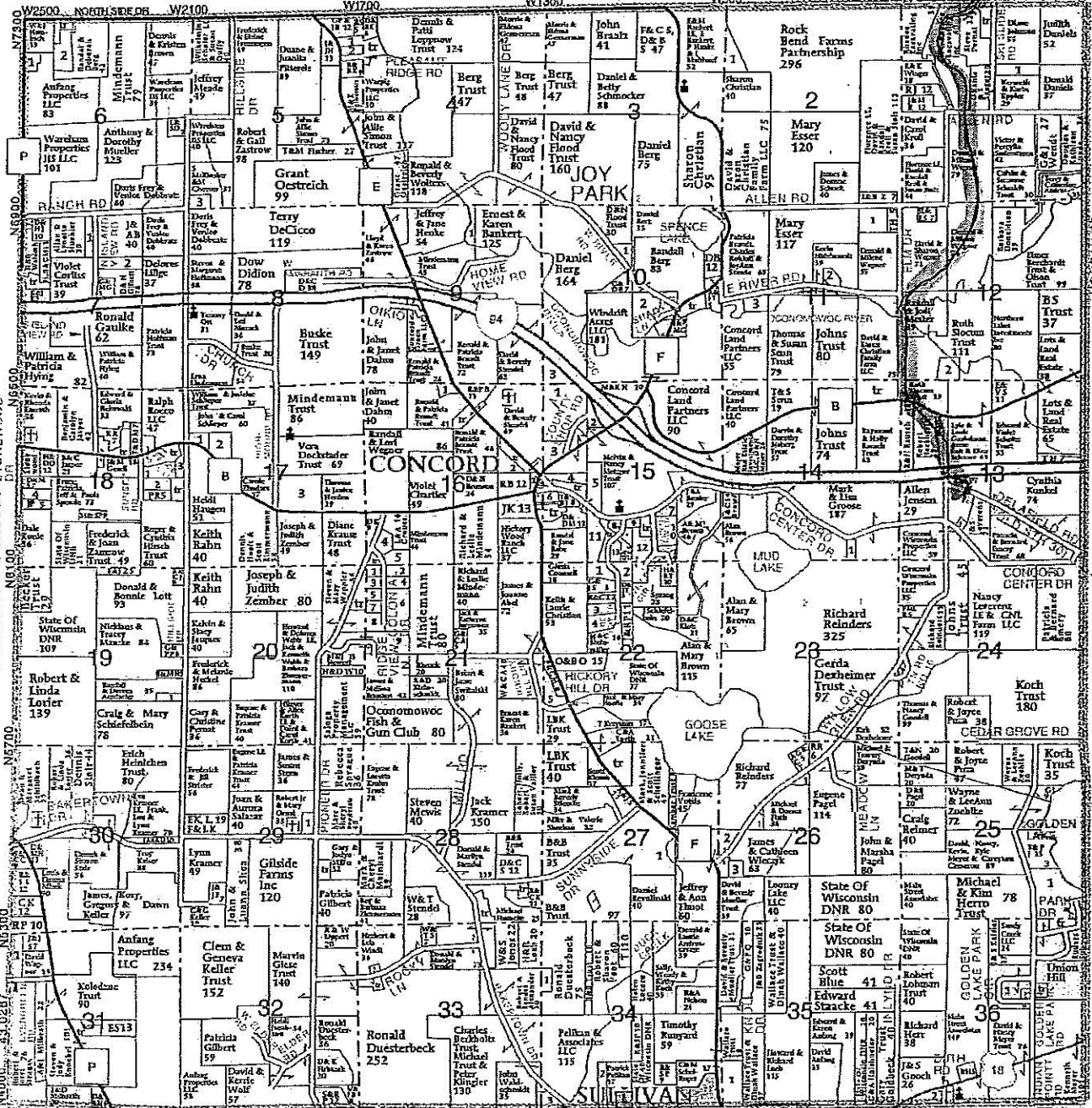
TN. of Concord  
R. Hackbarth  
TN. of Concord  
3.5 miles

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C/R Trail ends at DR

See Page 70-72 For Additional Names.

IKONIA PAGE 27



SULLIVAN PAGE 18

**Dunnoisen Excavating LLC.**  
**RANDY DUNNEISEN**  
 General Grading, Excavating and Trucking Contractor  
 HOME & OFFICE: W8697 Island Road  
 (920) 478-3074 • CELL: (920) 988-0372  
 SHOP: W8889 Highway 89  
 (920) 478-2544  
 Waterloo, Wisconsin 53594

**LCE LAKE COUNTRY ENGINEERING, INC.**  
 ★ Over 40 years of experience in Southeastern Wisconsin ★  
**Rob Davy, P.E.**      **Mark Powers, R.L.S.**  
 ★ Surveying ★ Residential ★ Civil Engineering ★ Commercial  
 (262) 569-9331      www.LCE.biz  
 970 S. Silver Lake St., Suite 105, Oconomowoc, WI 53066





## Waukesha County

### *Department of Parks and Land Use*

March 14, 2017

Dan Schultz  
Parks Foreman  
Dodge County Land Resources and Parks Department  
127 E. Oak Street  
Juneau WI 53039

Dear Dan:

Please accept this letter as confirmation that Waukesha County agrees to accept the transfer of jurisdiction of a 1.4-mile segment of snowmobile trail that runs into Dodge County for the 2017-2018 snowmobile operation season. The Trail runs from the Waukesha County border to intersection #1 near Alderly in Dodge County. The North Lake Nomads have established a 1.4-mile route into the Town of Ashippun, through section 36 that connects to the Oberlanders trail at intersection 1 located in Section 25 (see-attached map).

State funded snowmobile trails are to be designated for use by snowmobile operators by the governmental agency having jurisdiction. Currently, the North Lake Nomads established, maintain and insure this connector between Waukesha and Dodge County Trails and receive their funding through the Waukesha County Snowmobile Association. The Waukesha County Snowmobile Association will work cooperatively with Dodge County for the 2017-18 snowmobile season.

For the 2016-2017 season, and with Dodge County's permission, Waukesha County will manage this connector segment with the Waukesha County Snowmobile Association. The transfer of jurisdiction shall be for the 2016-2017 season only. In 2017, Waukesha County will deduct 1.4-miles of trail for State trail funding and Dodge County will add 1.4-miles of trail to their State trail funding request. Please know, Waukesha County Snowmobile Association has always been very professional in their management and operation of their trail grooming operations.

Respectfully,

Duane A. Grimm  
Parks Manager  
Waukesha County Parks and Land Use  
515 W. Moreland Blvd Room AC230  
Waukesha WI 53188

#### Park System

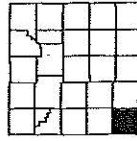
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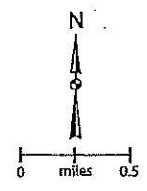
File Number: 172-O-043

Referred to: LU 8

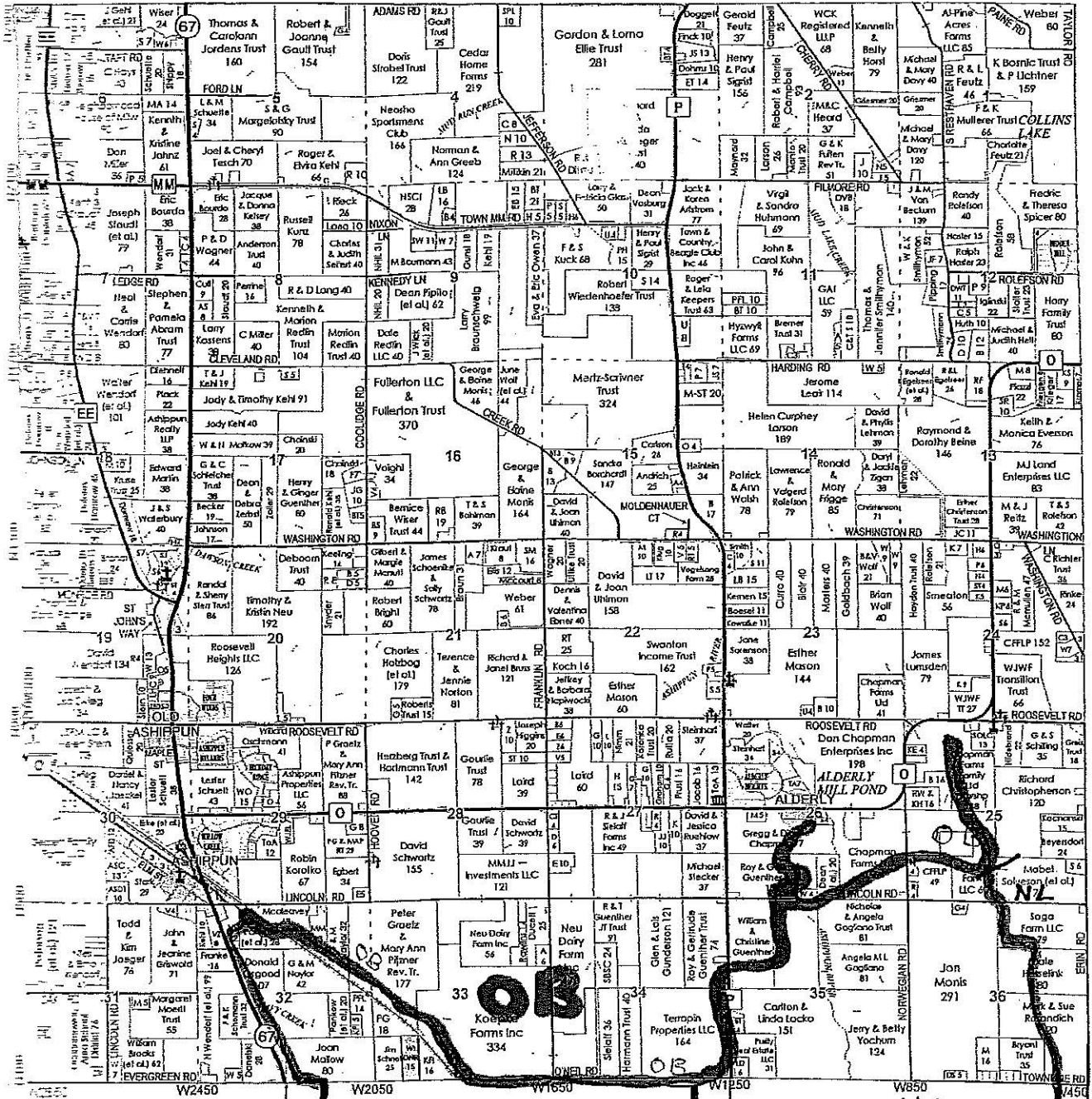
# ASHIPPUN



# T.9N. - R.17E.



See RUBICON Page 31



Joan Mallow  
Donald Osgood  
Ray + V.  
Zurcher  
Pankow

The maps and acreages presented are representations intended for general reference to the public. They are not intended for legal, survey, or other related uses, and are advisory only. Dodge County assumes no liability for any use or misuse of this information. For the full disclaimer please see page 3.

T.J. Club Trail  
1 Mile

Check the new online Land Records Search Tool for the latest parcel info!



www.co.dodge.wi.us

Referred to: LU 9

<b>D1 - Kolb</b>	<b>AYE</b>	<b>D14 - Wood</b>	<b>AYE</b>
<b>D2 - Zimmermann</b>	<b>(M) AYE</b>	<b>D15 - Mitchell</b>	<b>AYE</b>
<b>D3 - Morris</b>	<b>(2) AYE</b>	<b>D16 - Crowley</b>	<b>AYE</b>
<b>D4 - Batzko</b>	<b>AYE</b>	<b>D17 - Paulson</b>	<b>AYE</b>
<b>D5 - Dondlinger</b>	<b>AYE</b>	<b>D18 - Nelson</b>	<b>AYE</b>
<b>D6 - Walz</b>	<b>AYE</b>	<b>D19 - Cummings</b>	<b>AYE</b>
<b>D7 - Grant</b>	<b>AYE</b>	<b>D20 - Schellinger</b>	<b>AYE</b>
<b>D8 - Michalski</b>	<b>AYE</b>	<b>D21 - Zaborowski</b>	<b>AYE</b>
<b>D9 - Heinrich</b>	<b>AYE</b>	<b>D22 - Wysocki</b>	Notified
<b>D10 - Swan</b>	<b>AYE</b>	<b>D23 - Hammitt</b>	Notified
<b>D11 - Howard</b>	<b>AYE</b>	<b>D24 - Whittow</b>	<b>AYE</b>
<b>D12 - Wolff</b>	<b>AYE</b>	<b>D25 - Johnson</b>	<b>AYE</b>
<b>D13 - Decker</b>	<b>AYE</b>		
<b>172-0-043</b>	<b>Passed (23 Y - 0 N - 2 Absent)</b>	<b>Majority Vote</b>	<b>&gt;</b>