

1 **SAWYER COUNTY BOARD OF SUPERVISORS**

2
3 **RESOLUTION NO. 2018-46**

4
5 **WHEREAS**, Sawyer County (the "County") understands the importance of developing
6 secure and sustainable ATV/UTV routes within the County to increase recreation, tourism and the
7 overall health, welfare and safety of the County, its residents and visitors to the County;

8
9 **WHEREAS**, the Sawyer County Snowmobile and ATV Alliance (the "Alliance") and
10 other recognized ATV/UTV clubs within the County make requests to the County for approved
11 ATV/UTV routes;

12
13 **WHEREAS**, the County recognizes the need for a policy setting forth the terms by which
14 the ATV/UTV route requests are reviewed;

15
16 **WHEREAS**, the County recognizes the need for the Sawyer County Public Works
17 Committee ("Public Works Committee") to provide direction and guidelines for ATV/UTV route
18 requests on Sawyer County Trunk Highways, which is appropriate given that the Public Works
19 Committee is the committee of jurisdiction for these ATV/UTV route requests; and

20
21 **WHEREAS**, the County does not currently have an ATV/UTV Route Ordinance and
22 therefore all approved routes must be included in the route ordinance of the municipality through
23 which the route travels.

24
25 **NOW, THEREFORE, BE IT RESOLVED** the Sawyer County Public Works Committee
26 recommends to the Sawyer County Board of Supervisors that the Sawyer County Board of
27 Supervisors adopt this Resolution to provide for the provisions set forth below relating to
28 ATV/UTV routes within the County:

- 29
- 30 1. All ATV/UTV route requests must be requested by an established ATV/UTV club
31 or the Alliance. At this time, resident requests will not be considered.
32
 - 33 2. All ATV/UTV route requests shall include a location map. Requests shall also
34 include the route length, and may include other information reasonably requested
35 by the Public Works Committee.
36
 - 37 3. All ATV/UTV route requests are contingent upon approval by the municipality
38 through which the route travels. This approval must be acquired prior to the Public
39 Works Committee's consideration of the request.
40
 - 41 4. Once the ATV/UTV route is approved by both the Public Works Committee and
42 the municipality pursuant to Section 3 above, it shall be the responsibility of the
43 requestor to notify the Wisconsin Department of Natural Resources and to comply
44 with any other legal requirements.
45
 - 46 5. All signage for approved ATV/UTV routes will be the responsibility of the sponsor
47 club or the Alliance and as set forth in the Letter of Understanding. All required

48 signage shall follow the guidance and requirements of the County Highway
49 Department. Signage must be erected prior to the opening of the ATV/UTV route.
50


- 51 6. The Public Works Committee may adopt other application requirements or
52 approval requirements it deems reasonably necessary to protect the health, welfare
53 and safety of the public.
54
- 55 7. A requestor must agree to comply with any applicable laws, ordinances, statutes or
56 regulations.
57
- 58 8. A Letter of Understanding will be drafted for each approved ATV/UTV route
59 request. The requestor must agree to the terms of the Letter of Understanding prior
60 to the approved ATV/UTV route being opened. The Public Works Committee can
61 declare the applicable Letter of Understanding null and void upon any violation of
62 the terms and conditions of the route request application, the representations made
63 therein, or any other term or condition of the Letter of Understanding.

64 Recommended for adoption by the Sawyer County Board of Supervisors, by the Sawyer
65 County Public Safety Committee, this 10th day of December, 2018.
66
67
68




Ron Kinsley, Chair


Kathy McCoy, Vice Chair



Marc Helwig

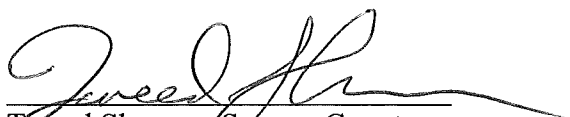


Helen Dennis



Ron Buckholtz

69
70
71 Adopted by the Sawyer County Board of Supervisors on this 20th day of December, 2018.
72
73

74
75 
76 Tweed Shuman, Sawyer County
Board of Supervisors Chairman

77

78 32272384_1.DOCX

Letter of Understanding

THIS LETTER OF UNDERSTANDING is made this _____ (insert date) by and between Sawyer County (the "County"), by the Sawyer County Public Works Committee ("Public Works Committee") and its appointed representative, and _____ (insert Sponsor Club) (the "Club").

RECITALS

1. The Club submitted an application dated _____ for an ATV/UTV route, a copy of which is attached hereto and incorporated herein (the "Application");
2. The Public Works Committee reviewed and approved the Application on _____ with the condition of this Letter of Understanding being executed by the County and the Club prior to the route being opened.
3. The County and the Club have determined it is in their mutual interest to enter into this Letter of Understanding on the terms stated below to address the operation of the approved ATV/UTV route requested in the Application and as approved by the Public Works Committee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the County and the Club agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and accurate, and therefore incorporated into this Letter of Understanding.
2. Approved Route. The County, by virtue of the approval by the Public Works Committee, hereby authorizes the Club to establish an all-terrain vehicle route on (name of CTH), as described and depicted in the Application and as approved by the Public Works Committee on _____ (the "Approved Route"). This Letter of Understanding incorporates all terms and conditions set forth by the Public Works Committee in its approval of the Approved Route.
3. Approved Route Location. The Approved Route will run from (start of route to end of route), as depicted in the Application and as approved by the Public Works Committee.
4. Signage. The Club shall be responsible for all required signage on and along the Approved Route. All required signage shall follow the guidance and requirements of the County Highway Department. Signage must be erected prior to the opening of the Approved Route for use.
5. Compliance with Laws. The Club shall comply with all applicable laws, ordinances, statutes or regulations that may apply to the development, use, operation or maintenance of the Approved Route. The Club shall also comply with any conditions or restrictions of the municipality (or municipalities) through which the Approved Route is located.
6. Maintenance. The Club shall maintain the Approved Route at its sole cost and expense. The Club shall also be responsible for restoring the pavement, shoulder or any other damaged areas along or adjacent to the Approved Route. All ATVs/UTVs shall not be operated off of the pavement or anywhere off the Approved Route.
7. Indemnification; County Immunity. Regardless of any immunity or defense available to the County, the Club shall indemnify and hold harmless the County and all of the County's employees, agents and

representatives against any action, claim, suit, or the like, for personal injury, property damage, or any other damage sustained as a result of the approval, development, operation, maintenance or use of the Approved Route. The County has not waived and does not intend to waive any defenses or immunity available to it by virtue of entering into this Letter of Understanding.

8. Expiration; No Assignment. This Letter of Understanding and the Club's ability to operate the trail along the Approved Route shall expire one (1) year from the date of this Letter of Understanding. The Public Works Committee shall review and approve, if appropriate, each ATV/UTV route at its February meeting each year. Such renewal shall not impact the one-year expiration of this Letter of Understanding and the Club's approval to operate the Approved Route. The Club may not assign this Letter of Understanding to any other party without express approval from the Public Works Committee.

9. Termination. The Public Works Committee may declare this Letter of Understanding null and void, and therefore terminate its approval of the Approved Route, upon the Club's or any user's violation of the terms and conditions of the Application, the representations made therein, the Public Works Committee's conditions of approval, or any other term or condition of this Letter of Understanding.

10. Signatories. The County and the Club represent and acknowledge that each party signing this Letter of Understanding has authority to bind the respective party.

CLUB NAME:

By: _____
Its: _____

_____ Date

SAWYER COUNTY:

By: Gary Gedart
Sawyer County Highway Commissioner

_____ Date

(Attach Application)