

**RESOLUTION # 87-2014**

Resolution offered by the Forestry, Land and Recreation Committee.

**Resolved by the Board of Supervisors of Oneida County, Wisconsin:**

**WHEREAS**, the Rhinelander Area Silent Trails Association (RASTA) has proposed that their organization continue the cross-country ski trail grooming; and

**WHEREAS**, Oneida County realized significant savings by entering the agreement with RASTA as it led to the elimination one full time position and one Limited Term Employee; and

**WHEREAS**, the parties have agreed to attached contract terms and budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Oneida County Board of Supervisors does hereby authorize the contract for cross-country ski trail grooming by RASTA pursuant to the terms of the attached contract.

**BE IT FURTHER RESOLVED**, that the Oneida County Board Chairman is authorized to sign the agreement on behalf of Oneida County.

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: \_\_\_\_\_

Approved by Forestry, Land and Recreation Committee 5<sup>th</sup> day of November, 2014

Consent Agenda Item:        YES        NO

Offered and passage moved by:	_____
	Supervisor
	_____
	Supervisor

\_\_\_\_\_ Ayes

\_\_\_\_\_ Nays

\_\_\_\_\_ Absent

\_\_\_\_\_ Abstain

\_\_\_\_\_ Adopted

by the County Board of Supervisors this \_\_\_\_\_ day \_\_\_\_\_, 2014.

\_\_\_\_\_ Defeated

\_\_\_\_\_  
Mary Bartelt, County Clerk

\_\_\_\_\_  
David Hintz, County Board Chair

# 2015 SILENT SPORTS TRAIL MAINTENANCE CONTRACT

**WHEREAS**, Oneida County wishes to contract with the Rhinelander Area Silent Trails Association (RASTA) for the purpose of having cross country ski trails groomed by RASTA; and

**WHEREAS**, RASTA wishes to undertake the duties of grooming the cross-country ski trails listed below;

**NOW, THEREFORE**, in consideration of these premises, and in express reliance upon the mutual promises and covenants contained herein, the Parties here agree as follows:

## 1. Insurance

During the term of this Agreement, RASTA shall, at RASTA's sole cost, maintain the following insurance:

- A. Worker's Compensation:
  - 1. Coverage A: Limits – Statutory
  - 2. Coverage B: Employer's Liability Limits
  - 3. Bodily Injury by Accident - \$100,000 each accident minimum
  - 4. Bodily Injury by Disease - \$100,000 each employee minimum
  - 5. Bodily Injury by Disease - \$500,000 policy limit minimum
- B. Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.
- C. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- D. 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. The Workers Compensation Insurance policy will cover a one (1) year period effective April 15th of each year.

## 2. Equipment

Ownership of existing ski trail grooming equipment listed below has been transferred from the Oneida County Forestry Department to the Rhinelander Area Silent Trails Association (RASTA) with the following conditions.

- A. In the event the Silent Sports Trail Maintenance Agreement between Oneida County and RASTA is terminated, the ownership of the ski trail grooming equipment listed below shall revert back to the Oneida County Forestry Department.
- B. RASTA understands that all ski trail grooming equipment listed below is to be exclusively used for grooming and maintaining Ski Trails located on Oneida County Forest Lands.
- C. On a case by case basis, RASTA may elect to petition the Forestry Committee for written permission to use the equipment listed below to groom ski trails located on land that is not part of the Oneida County Forest.

- D. RASTA is responsible for all costs associated with equipment title and/or registration.
- E. Ski Trail Grooming Equipment transferred to RASTA
  - (1) 2013 Skandic WT ACE 600 Snowmobile
  - (2) 2008 Skandic WT F550 Snowmobile with Electrical hookup for groomer
  - (3) 2005 Skandic WT F550 Snowmobile
  - (4) 2009 Tidd-Tech 72 inch G2 groomer with electrical hookup
  - (5) 2 Power Track Setters
  - (6) 1995 Tidd-Tech 72 inch Groomer
  - (7) 1 Manual Track Setter
  - (8) 1997 Enclosed Double Snowmobile Trailer

### **3. Fueling Station**

Oneida County Forestry Department Fueling Station located at the Oneida County Landfill, 7450 County Hwy K. The sole purpose of the fueling station is to provide a practical location for fueling equipment used to groom the ski trails located on the Oneida County Forest.

- A. The Oneida County Forestry Department will be responsible for the general maintenance of the fueling station, as well as insuring that the fueling station is in compliance with all Local, State and Federal regulations.
- B. RASTA will be given the exclusive use of the above described fueling station. Accordingly, RASTA will be responsible for items related to the fueling station:
  - (1) Ordering fuel deliveries for the fueling station.
  - (2) Paying for the fuel delivered to the fueling station.
  - (3) Monitoring the use of fuel used from the fueling station.
  - (4) Following safety protocols for fueling vehicles at a fueling station.
  - (5) RASTA must limit and monitor individuals with access to the fueling station.
  - (6) RASTA must adhere to the agreed upon fueling station access route.

### **4. Storage Facilities**

*Perch Lake Park Trail Maintenance Garage, 7650 County Park Road.*

- A. The Trail Maintenance Garage located at Perch Lake Park will be made available to RASTA year round at no cost to serve as a base of operations for maintaining the silent sports trails located on the Oneida County Forest.
- B. RASTA understands and agrees that no alterations can be made to the Perch Lake Park Trail Maintenance Garage without written permission granted from the Oneida County Forestry Committee or the Oneida County Forest Director.
- C. RASTA understands and agrees that no alterations can be made to the existing building mechanical systems and/or settings without written permission be granted by the Oneida County Forestry Committee and/or the Oneida County Forest Director.
- D. RASTA understands and agrees to exercise due diligence in safeguarding the Perch Lake Park Trail Maintenance Garage by developing an internal club policy that limits the number of individuals that have direct access into the facility, locking the facility when

not occupied, and any other policies deemed necessary to protect the facility and the equipment housed within it from vandalism, damage, and theft.

- E. RASTA understands and agrees to provide the necessary labor, equipment, and supplies required to maintain the Perch Lake Park Trail Maintenance Garage (broom, paper towel, glass cleaner, garbage bags, pan & brush, etc.)
- F. It is understood by both parties that the Oneida County Forestry Department may continue to house equipment deemed necessary for park maintenance activities within the Perch Lake Park Trail Maintenance Garage (i.e. snow-blower, hand-tools, cleaning supplies, etc.).

*Nose Lake Ski Trail/Perch Storage Building, 2586 Hancock Lake Road.*

RASTA has erected a storage building to house snowmobiles and trail grooming equipment to facilitate grooming and storage of trail maintenance equipment. The building is located on Oneida County Forest property.

- A. RASTA will maintain the building in good condition, and is responsible for any and all expenses related to said building.
- B. If the building should no longer be used and/or maintained by RASTA, ownership of the building will revert to the Oneida County Forestry Department.

#### *Miscellaneous Storage*

RASTA understands and agrees that no club equipment or materials can be stored on Oneida County Forest Land or within an Oneida County Forest Park, other than in the manner and within the facilities described above without authorization from the Oneida County Forest Director.

### **5. Trail Work**

#### *Ski Trail Maintenance.*

RASTA shall be deemed the responsible party for maintaining the following Oneida County Forest ski trails: Washburn Lake, Cassian Two-Way, and Nose Lake. Ski trail maintenance shall consist of the following items:

- A. *Snow Grooming:* When snow conditions permit RASTA will be required to groom the designated Oneida County Forest ski trails from December 15th through March 15th. Said grooming shall be conducted in such a way so as to provide a safe, packed, manicured trail surface for public skiing.

RASTA may groom and/or pack designated ski trails as early as December 1st if snow conditions permit. However, Oneida County considers grooming operations conducted during the first 15 days of December to be optional. Accordingly, the decision on whether or not to conduct grooming operations during the first 15 days of December will be left to RASTA. Oneida County will consider grooming operation expenses incurred during the month of December as a budgeted expense. [Due to the timing of the traditional 9-Day Wisconsin Gun Deer Season, Oneida County does not allow trail grooming or trail packing operations during November, in an effort to avoid potential safety issues and forest use conflicts.](#)

If snow conditions warrant, RASTA may choose to groom and/or pack designated ski trails from March 16th through March 31st. However, Oneida County considers grooming operations conducted during the last 16 days of March to be optional. Accordingly, the decision on whether or not to conduct grooming operations during the last 16 days of March will be left to RASTA.

- B. *Ski Trail Signing*: RASTA agrees to follow the directional use patterns established for the Oneida County Forest designated ski trails. Accordingly, RASTA agrees to follow the existing signing scheme established for the designated Oneida County Forest ski trails.

On a case by case basis, RASTA may petition the Oneida County Forestry Department to change the existing signing scheme for a segment of existing ski trail. All signs posted on designated Oneida County ski trails must be mounted on manufactured wood or metal signposts. [Note; the OCFD found metal u-channel sign posts measuring 6'-6" to work best for signing trails.] RASTA shall be responsible for purchasing and installing all signs and posts as needed, including but not limited to the following situations:

- (1) Vandalized or otherwise damaged signs and posts.
- (2) Faded signs.
- (3) New signs as deemed necessary.
- (4) Under emergency situations (e.g. situations that could be deemed hazardous to public safety, etc.) signs may be temporarily mounted to trees.
  - (a) Temporary emergency signs must be transferred to manufactured sign post, see above, as soon as conditions exist to install said sign posts.
  - (b) All hardware used to temporarily attach emergency signs to trees must be completely removed when said signs are taken down or transferred to manufactured sign post.
  - (c) Other techniques, as proposed by RASTA, for erecting temporary emergency signs will be considered for approval by the County Forest Director and/or his designee on a case by case basis.
  - (d) In situations when a County Forest Director and/or his designee cannot be consulted, clubs are authorized to use their best judgment for erecting temporary emergency signs. However, the County Forestry Department must be made aware of such action as soon as possible.
- (5) Informational signs are used to furnish information to the user about the trail, trail facilities, geographic features, trail names, and alike. All informational signs, whether manufactured or custom made, must follow the existing Oneida County color and design scheme:
  - (a) Sign background color park brown.
  - (b) Legend (e.g. letters, numbers, and symbols) color snow white.
  - (c) Legend size cannot exceed 2 inches in height.
- (6) Guide signs are used to direct the rider to a destination on the trail and may include distance in miles and kilometers. When used guide signs should be placed at decision points along the trail such as intersections and trailheads. All

guide signs, whether manufactured or custom made, must follow the existing Oneida County color and design scheme, see 5.B.(5)(a)(b)(c).

- (7) Unauthorized signs: RASTA shall be responsible for identifying unauthorized signs erected or within clear view of designated Oneida County ski trails, and serve as the responsible party for removing said signs.
  - (8) Informational and Guide signs that do not conform to the Oneida County color and design scheme are prohibited.
  - (9) Signs that illustrate, list, or otherwise promote the name or logo of a private business or manufacturer are prohibited.
  - (10) Signs of excessive size are prohibited (e.g. banner type signs erected over a trail).
  - (11) For special events RASTA can request a temporary exemption from the above-described excessive sign size/banner rule and the ban on private business or manufacturer signs by submitting a request to the Oneida County Forestry Department. All requests will be considered on a case by case basis. All banners and signs for special events shall be erected no more than 24 hours prior to the event and must be removed no more than 24 hours after the conclusion of the special event.
- C. *Ski Trail Brushing*: RASTA shall be responsible for removing all trees, and limbs that fall into or otherwise block or partially block the ski trail corridor. Ski trail brushing emphasis should be placed on, but not limited to, the following activities.
- 1) All designated ski trails should be cleared of downed trees and limbs resulting from high winds, heavy wet snow, and ice.
  - 2) All designated ski trail corridors must be cleared of downed trees and limbs during the month of September to accommodate county mowing operations.
  - 3) RASTA shall be responsible for removing all limbs and brush encroaching into the cleared path of the designated ski trail corridors. NOTE: Encroaching brush that can be controlled with annual mowing shall remain a responsibility of the Oneida County Forestry Department.
  - 4) RASTA shall be responsible for removing all brush and limbs that block or partially block the visibility of ski trail signs from trail users.
  - 5) Oneida County reserves the exclusive right to determine whether downed trees from an extreme weather event should be logged off and not cleared by RASTA.

## **6. Financial Terms**

RASTA will be reimbursed by Oneida County for their expenses incurred in performing the work described in this agreement as detailed in the attached 2015 Ski Trail Maintenance Budget (Appendix A).

- A. Oneida County will make one lump sum payment to RASTA equal to the amount indicated in the attached 2015 Ski Trail Maintenance Budget Proposal. Said payment shall be made to RASTA no later than January 16, 2015.
- B. It is understood that the funds required by Oneida County for the 2015 Ski Trail Maintenance Budget will be derived from two sources.

- 1. Revenue generated from the sale of Oneida County Forest Silent Sports Trail Passes. Trail pass fees collected by the Oneida County Forestry department between January 1, 2015 to December 31, 2015 will be used to pay RASTA for their trail maintenance services outlined in the agreement.

The Oneida County Forestry Department will include a detailed summary of 2014 trail pass sales with the 2015 lump sum contract payment.

- 2. The 2015 Ski Trail Maintenance Contract includes a budget not to exceed \$19,900. The Oneida County Forestry Departments will fund said contract with revenues derived from the sale of silent sport Trail Passes in 2015. The difference between the total revenue derived from the sale of trail passes in 2015 and the aforementioned contract amount, will be supplemented with funds budgeted in the 2015 Oneida County Forest Parks Account.

If the revenue from the sale of silent sport trail passes is equal to that of the \$19,900 RASTA ski trail maintenance contract, no levied revenue will be required from the Oneida County Forest Parks Account to fund said contract. If funds generated from the sale of 2015 silent sport trail passes exceeds the \$19,900 ski trail maintenance contract dollar amount, a proposal will be submitted to the Forestry Committee for RASTA and Oneida County to share the excess funds equally.

- C. Budget. A budget of \$19,900 was developed for the 2015 Silent Sports Trails Maintenance Contract by taking into account the following data:

- 1. Trail maintenance expenses submitted by RASTA for maintaining the Oneida County Forest silent sports trail network in 2014.
- 2. It is understood by both RASTA and Oneida County that if RASTA chooses to develop additional silent sports trails beyond that which existed at the time RASTA entered into their 1<sup>st</sup> trail maintenance contract with Oneida County on January 1, 2013 (see Appendices B, C, & D), Oneida County will not be responsible for funding additional trail maintenance expenses associated to the above-described new trails.

- D. If RASTA so chooses they can develop an independent proposal outlining the merits and additional development and maintenance expenses associated with expanding and/or altering the existing silent sport trail network located on the Oneida County Forest. Any such proposals should be submitted to the Oneida County Forestry Committee on or before June 1st of each year if said proposal includes a request to alter the established trail maintenance budget baseline, and/or requests new trail development funds.

- E. RASTA shall be responsible for all accounting related to the attached 2015 Ski Silent Sports Trail Maintenance Budget, including but not limited to the following items:

- 1) All state and federal requirements related to employee salaries and withholdings.
- 2) Establish and maintain a detail record of all budgeted line items, including but not limited to deposits, expense withdrawals and/or payments, and line item budget transfers. For auditing purposes, said accounting records must be made available to Oneida County upon request.

F. Accounts

Lapsing Expense Accounts:

All lapsing account balances are to be zeroed out at the end of the fiscal year. If at the end of the 2015 fiscal year unused funds remain in any of the Lapsing Accounts listed below, the remaining funds are to be transferred into the Non-Lapsing Trails and Facilities Development Account.

2015 Lapsing Expense Accounts:

1. Insurance
2. Labor
3. Fuel & Oil
4. Trail Signs & Posts
5. Equipment Maintenance, Parts, Small Tools
6. Professional Services & RASTA Training

Non-Lapsing Accounts:

1. Major Equipment Fund Account. RASTA understands that the Major Equipment Account is to be considered a non-lapsing account. The purpose of said account mechanism is that of a savings account, whereby the funds deposited in said account are pre-designated for purchasing/replacing specific costly equipment. To accomplish this task, funds deposited into this account will be allowed to accumulate over time with subsequent annual funding allotments. Withdrawals from this account can only be made for the purchase/replacement of the pre-designated Trail Grooming Equipment. See list of grooming equipment on page 2 of this agreement.
2. Trails and Facilities Development Account. County Funds will not be budgeted directly into the Trails & Facilities Development Account. Rather the mechanism for money to be deposited into the Trails and Facilities Development Account is that of transferring unused funds from lapsing account line items.

To accomplish such a transfer, RASTA must submit a written request to the Oneida County Forestry Committee that clearly documents the origin of any funds requested for transfer into the Trails and Facilities Development Account. Withdrawals from this account can only be made for trail and facility development projects that have been approved by the Oneida County Forestry Committee. RASTA must keep detailed accounting records of all Trails and Facility Development Account transactions. If an emergency situation arises that creates a deficit in one of the annual budgeted items, RASTA can submit a request to the Oneida County Forestry Committee to transfer funds from the Trails & Facilities Development Account into the depleted account.

**7. Good Faith Statement**

It is the intention of both Oneida County and RASTA to enter into subsequent Silent Sports Trail Maintenance Contracts so long as both parties continue to perceive the Trail Maintenance Contract as being mutually beneficial.

**8. Indemnification**

RASTA, on behalf of itself and its successors and assigns, hereby agrees to save and hold harmless the County, any of its departments, agencies, officers, board members and employees from all claims, losses, demands, damages, fees, charges, liability, injury and damage and costs of defense, by any of the above and from any other injury, claims, losses, demands, damages, fees, charges, liability, injury and damage and costs of defense, to any person or property whatsoever, any of which is caused by any performance or non-performance of any provisions of this Agreement by RASTA, its agents or any of its independent contractors. The above claims, losses, demands, damages, fees, charges, liability, injury and damage and costs of defense, incurred by or to any of the above shall, in the event of an action, include but not be limited to, court costs, expenses of litigation and reasonable attorney’s fees.

**9. Subcontractors.**

It is understood and agreed that RASTA may contract with subcontractors who are not employees of RASTA to complete some of the services performed hereunder. All subcontractors must be approved by the County. RASTA shall remain personally responsible for all work completed and for all obligations under this agreement, despite the fact that as a matter of law, subcontractors may also incur liability. RASTA shall insure that all of its subcontractors comply with all requirements of this agreement. Additionally, all subcontractors shall have insurance of the same types and in the same amounts required of RASTA by this agreement with the same provisions for naming the county as an additional insured and the same provisions for cancellation notice.

**10. Governing Law, Jurisdiction and Venue.**

This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Owner hereby irrevocably submits 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 Oneida County, Wisconsin.

**11. Effective Date.**

The effective date of this Agreement shall be the date of the final signature.

**12. Standard of Care.**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

**13. Survival.**

The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

**14. 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.

**15. Notices.**

Any notice required by this Agreement shall be made in writing to the address specified below:

County: Oneida County  
Attn: Mary Bartelt  
P.O. Box 400  
Rhineland, WI 54501

With a Copy To: John Bilogan  
Forestry Director  
P.O. Box 400  
Rhineland, WI 54501

RASTA: P.O. Box 442  
Rhineland, WI 54501

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

**16. 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.

**17. Amendment.**

No amendment of this contract shall be binding unless in writing and signed by all of the parties.

**18. 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.

**19. Integration.**

This Agreement, including issued Task Orders (and their respective attachments, if any), 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.

**20. Termination.**

In the event of a breach of this contract by RASTA, Oneida County may, in its sole discretion, declare this contract to be terminated. Upon such termination, Oneida County shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

**21. 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.

**22. Assignment.**

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**23. Open Records Law Compliance.**

RASTA 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 RASTA. RASTA 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 RASTA shall be at its sole cost and expense.

**24. Compliance with Laws.**

The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

**25. 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.

**26. Multiple Originals.**

This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

**27. 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.

**28. 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.

**29. 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.

**30. Contract term.**

This contract will be for a term of one (1) year from the date of the last signature collected.

**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 Entity, Corporation, or County 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: [Note if a person is signing on behalf of an Entity or Corporation they shall provide a corporate resolution indicating that they have the authority to sign on behalf of the that Entity or Corporation]

**RASTA:**

\_\_\_\_\_  
By:  
Name \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date: \_\_\_\_\_

**ONEIDA COUNTY:**

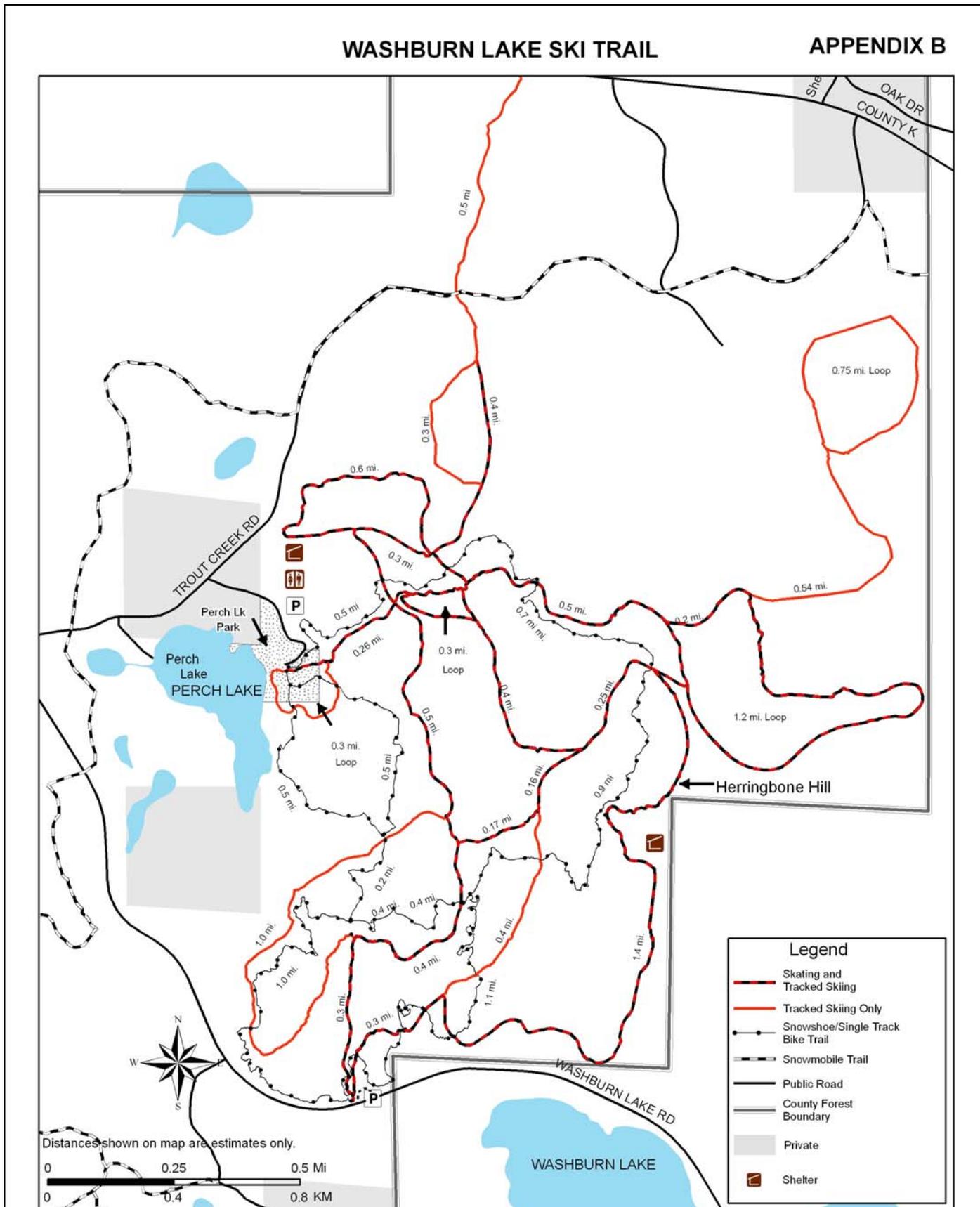
\_\_\_\_\_  
Jack Sorensen  
Forestry, Land & Recreation Committee Chair  
  
Date: \_\_\_\_\_  
  
\_\_\_\_\_  
David Hintz  
Oneida County Board Chair  
  
Date: \_\_\_\_\_

## 2015 SKI TRAIL MAINTENANCE BUDGET

<b>Lapsing Expense Accounts</b>	<b>Budget</b>
Insurance	\$1,000
Labor	\$10,250
Fuel & Oil	\$1,200
Trail Signs and Posts	\$500
Equipment Maintenance, Parts, Small Tools	\$2,750
Professional Services & <a href="#">RASTA</a> Training	\$1,000
<b>Subtotal</b>	<b>\$16,700</b>
<b>Non-Lapsing Accounts</b>	
2015 Equipment Replacement	\$3,200
<b>Total 2015 Budget</b>	
	\$19,900
Non-Lapsing Account Balances As Of January 1, 2015	
Equipment Replacement Account Balance	\$9,600 ?
Trail Development & Improvements	\$ ?

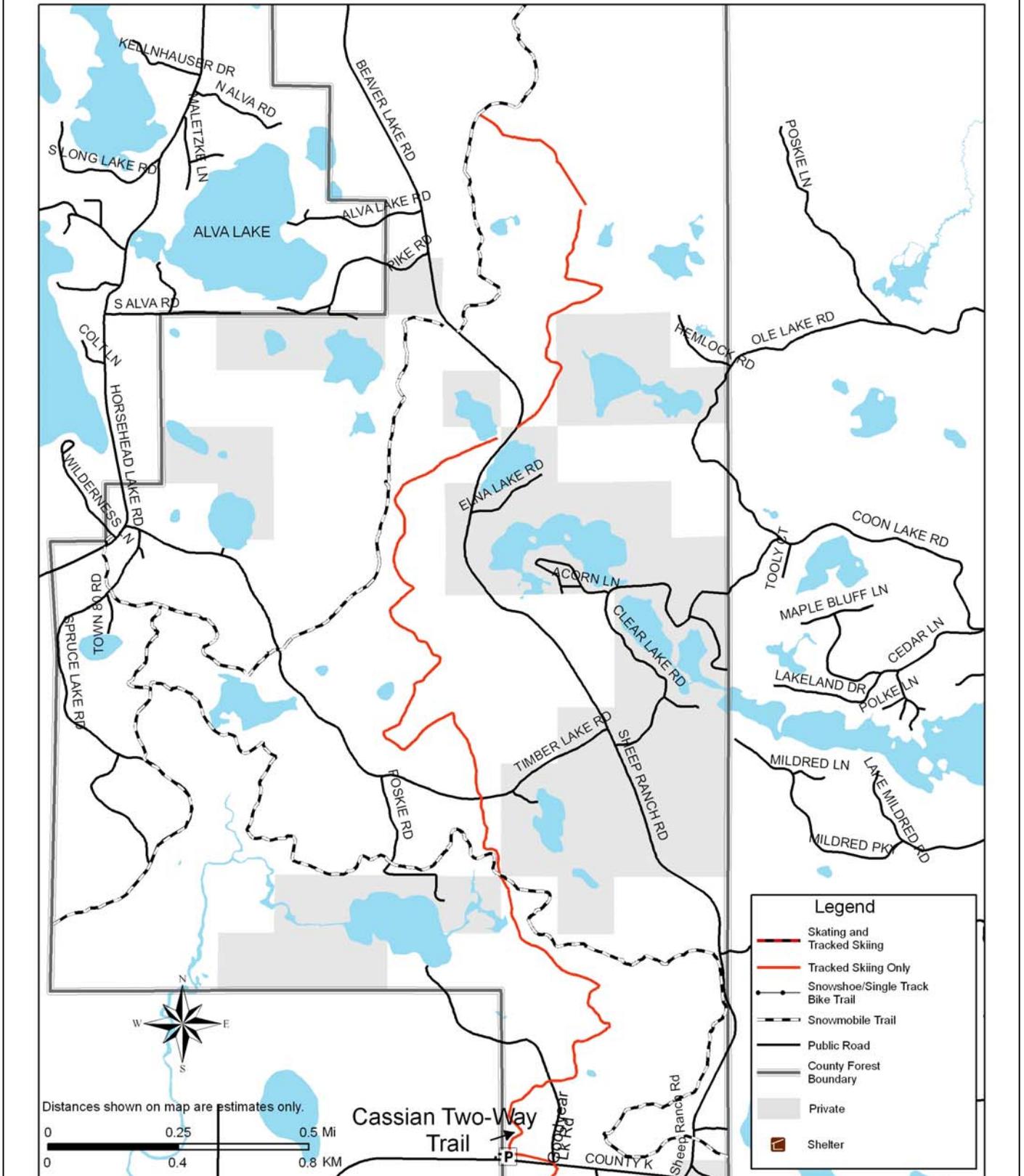
# WASHBURN LAKE SKI TRAIL

# APPENDIX B



# CASSIAN TWO-WAY SKI TRAIL

# APPENDIX C



# NOSE LAKE SKI TRAIL

# APPENDIX D

