

ENROLLED ORDINANCE 180-90

APPROVE ATV/UTV TEST DISTRICTS ON SEGMENTS OF COUNTY TRUNK  
HIGHWAYS IN THE VILLAGES OF SUMMIT AND DOUSMAN

WHEREAS, several municipalities in Waukesha County have allowed the use of All-Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs) on their municipal roads and have expressed an interest in allowing ATVs and UTVs on some county highways; and

WHEREAS, the number of ATV and UTV users on public roads in Wisconsin has grown in the past several years, so has the number of accidents involving ATVs and UTVs on public roads; and

WHEREAS, ATV and UTV use contribute to Wisconsin's tourism industry and have generated positive economic activity; and

WHEREAS, in 2025, Waukesha County Board passed ordinance 179-84 that authorized Allison Bussler, Director of the Department of Public Works to enter into and sign an agreement between Waukesha County, the Village of Eagle and the Town of Eagle for an ATV/UTV Test District on County Trunk Highways (CTHs) within the Town and Village of Eagle; and

WHEREAS, Waukesha County learned several lessons from the first ATV/UTV Test District and has adjusted the process for 2026; and

WHEREAS, the Village of Summit and the Village of Dousman have worked diligently with County officials to prepare for new ATV/UTV Test Districts in 2026; and

WHEREAS, the Village of Summit Board has signed an intergovernmental agreement and the Village of Dousman Board will sign an intergovernmental agreement stating their interest in becoming a ATV/UTV Test District in 2026.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS the approval of ATV/UTV Test Districts on segments of County Trunk Highways within the Village of Summit and the Village of Dousman provided the villages enter into the approved agreements.

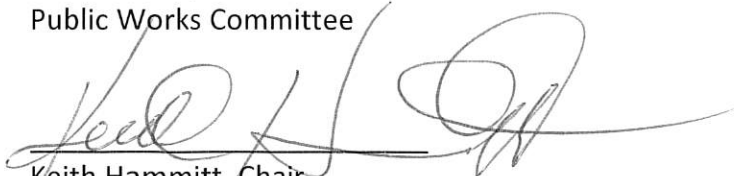
BE IT FURTHER ORDAINED Allison Bussler, Director of the Department of Public Works, is authorized to enter into and sign the agreements between Waukesha County and the Villages of Summit and Dousman for ATV/UTV Test Districts on County Trunk Highways within the Villages of Summit and Dousman.

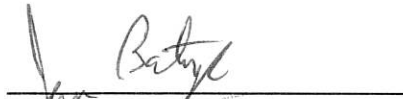
IT IS FURTHER ORDAINED that with respect to the portions of CTHs designated as ATV/UTV routes within the boundaries of the Villages of Summit and Dousman and only for the duration of the ATV/UTV Test District term, Waukesha County Code Section 15-85(a) shall not be enforced by the Waukesha County Sheriff.


IT IS FURTHER ORDAINED that a copy of the enrolled ordinance shall be provided to the Waukesha County Sheriff's Department and Village of Summit Police Department.

APPROVE ATV/UTV TEST DISTRICTS ON SEGMENTS OF COUNTY TRUNK HIGHWAYS IN THE VILLAGES OF SUMMIT AND DOUSMAN

Presented by:  
Public Works Committee

  
Keith Hammitt, Chair

  
James Batzko

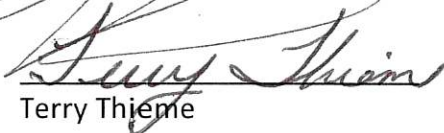
  
Robert L. Kolb

**Absent**

Chris Mommaerts

  
Thomas J. Schellinger

  
Steve Styza

  
Terry Thieme

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

Date: 04-17-2026,   
Margaret Wartman, County Clerk

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

Approved: X

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

Date: 4/20/26,   
Paul Farrow, County Executive


**VOTE RESULTS**

Ordinance 180-O-090

Approve ATV/UTV Test Districts On Segments Of County Trunk Highways In The Villages Of Summit And Dousman

20 AYE | 0 NAY | 0 ABSTAIN | 5 ABSENT

Majority Vote of Members Present

 **Passed**

D1 - Styza	ABSENT	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Euclide	S AYE	D11 - Howard	ABSENT	D20 - Schellinger	AYE
D3 - Gscheidmeier	AYE	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D22 - Szpara	AYE
D5 - Dondlinger	AYE	D14 - Mommaerts	ABSENT	D23 - Hammitt	M AYE
D6 - Walz	ABSENT	D15 - Kolb	AYE	D24 - Schroeder	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	ABSENT	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	AYE		

1 APPROVE ATV/UTV TEST DISTRICTS ON SEGMENTS OF COUNTY TRUNK  
2 HIGHWAYS IN THE VILLAGES OF SUMMIT AND DOUSMAN  
3

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5 Vehicles (ATVs) and Utility Terrain Vehicles (UTVs) on their municipal roads and have  
6 expressed an interest in allowing ATVs and UTVs on some county highways; and  
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9 past several years, so has the number of accidents involving ATVs and UTVs on public roads;  
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11

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27 Village of Dousman Board will sign an intergovernmental agreement stating their interest in  
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35 BE IT FURTHER ORDAINED Allison Bussler, Director of the Department of Public Works, is  
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43 not be enforced by the Waukesha County Sheriff.  
44

45 IT IS FURTHER ORDAINED that a copy of the enrolled ordinance shall be provided to the  
46 Waukesha County Sheriff's Department and Village of Summit Police Department.

## Agreement Between Waukesha County and Village of Summit for an ATV/UTV Test District on County Trunk Highways within the Village of Summit

This Agreement between Waukesha County and the Village of Summit for an ATV/UTV Test District on County Trunk Highways (CTHs) within the Village of Summit boundaries ("Agreement") is made and executed by and between Waukesha County through its Department of Public Works, a governmental entity, with a principal place of business located at Waukesha County Administration Center, 515 W. Moreland Blvd., Waukesha, WI 53188 ("County"), the Village of Summit, a governmental entity, with a principal place of business located at 37100 Delafield Road, Summit, WI 53066 ("Municipality").

### 1. General.

#### a. Purpose.

The sole purpose of this ATV/UTV Test District is to ascertain if County wishes to designate portions of its CTHs as ATV/UTV routes within the County while ensuring the safe and controlled use of All-Terrain Vehicles ("ATVs") and Utility Terrain Vehicles ("UTVs") on CTHs, balancing recreational opportunities with possible risks to public health and safety, terrain involved, traffic density, and history of automobile traffic on potential and existing routes.

#### b. Authority.

- i. The authority for the creation of this Test District is found in Wisconsin Statutes § 23.33(8)(b)2., Wisconsin Statutes § 59.02. and Wis. Admin. Code § NR 64.12.
- ii. Criteria for signage on all-terrain vehicle (ATV) and utility terrain vehicle (UTV) routes on County Trunk Highways is adopted pursuant to § 23.33(8)(e) and § 86.07(2), Wisconsin Statutes.
- iii. In addition, the provisions of § 23.33, Wisconsin Statutes, and the provisions of Wisconsin Administrative Code Chapter NR 64 regulating ATV/UTV operations are hereby adopted.
- iv. With respect to the portions of CTHs designated as ATV/UTV routes within the boundaries of the Municipality and only for the duration of the ATV/UTV Test District term, Waukesha County Code of Ordinances Section 15-85(a) shall not be enforced by the Waukesha County Sheriff.

c. Term.

The term of the ATV/UTV Test District is from May 29, 2026 through December 31, 2026 ("2026 Season") and may be terminated at the discretion of County at any time. Upon conclusion of the 2026 Season, the County will evaluate the ATV/UTV Test District and take further action at its discretion.

d. Notices.

Any notice required or permitted by this Agreement must be in writing and be delivered personally; sent by certified mail, return receipt requested, and postage prepaid; or sent by nationally recognized overnight courier services, in each case to the following at the addresses indicated:

If to County: Allison Bussler, Director  
Waukesha County Department of Public Works  
515 W. Moreland Blvd., Room AC-220  
Waukesha, WI 53188

If to the Municipality:

Jack Riley, President  
Village of Summit  
37100 Delafield Road  
Summit, WI 53066

e. Compliance.

The parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances.

2. Designated Routes

a. Test District

- i. Proposed routes must undergo safety and impact assessments by County.
- ii. Proposed routes must be approved by county ordinance and are subject to review and temporary closure for safety or maintenance.
- iii. Proposed routes will be limited to those County Trunk Highways listed in 2. b.
- iv. County will furnish a map of the test district prior to the start of the 2026 season.

b. Approved Routes

The following routes are approved for ATV/UTV operation on CTHs as part of this Test District:

- i. CTH P from CTH DR (west leg roundabout) in the Municipality south to STH 18 for 13,700 feet.
- ii. CTH BB from Municipality's border south to STH 18 for 18,200 feet.

3. Municipality Responsibilities.

In addition to the Municipality's responsibilities described elsewhere in this Agreement:

- a. Repeal Section III (b) Authorized Routes from Municipality's Ordinance No. 129-2024 and recreate as follows:

- (b) *Authorized Routes.* The Village of Summit authorizes the operation of ATVs and UTVs on all state highways with a posted speed limit of 35 mph or less within the territorial boundaries of the Village of Summit, as authorized under Wis. Stat. § 23.33(11)(am)4., except as otherwise posted.

- b. Application.

- i. Municipality shall apply to the Highway Commissioner requesting a portion or portions of CTHs, within the Municipality's jurisdictional areas, be designated as ATV/UTV routes.
  - ii. Applications shall be completed on the form prescribed by the Highway Commissioner for the designation of ATV/UTV routes. Municipality must further commit to pay for the cost to make, install, and maintain the necessary ATV/UTV route signage.
  - iii. Application Requirements: An application for designation of an ATV/UTV route, at a minimum, shall include the following:
    1. An application fee in the amount of \$500.00.
    2. A completed application form.
    3. A map showing the proposed ATV/UTV route(s) on the county highway system.
    4. A statement explaining why the proposed route should be designated as an ATV/UTV route.
    5. A statement that the applicant will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.

- c. Permit.

Municipality shall apply to the Highway Commissioner for a sign permit for the posting of signs designating the ATV/UTV routes on the CTHs within its boundaries.

Number of Signs 17 Cost of Signs \$1,257.36

d. Signage of Routes on CTHs.

- i. Any ATV/UTV Route within the limits of County for ATV/UTV use must be posted with proper signage, as determined by County, on a CTH prior to use.
- ii. The municipality is responsible for all costs related to the acquisition and ongoing maintenance of the ATV/UTV route signage, in accordance with Wis. Admin. Code § NR 64.12(7), Wisconsin DNR Guidelines, and the Manual on Uniform Traffic Control Devices (MUTCD), including the Wisconsin Supplement (WMUTCD).
- iii. The ATV/UTV route signs shall be  acquired by the Municipality or  made by the County's Department of Public Works and billed to the Municipality.
- iv. The County's Department of Public Works will install and maintain the route signs, and the costs will be billed to the Municipality.

e. Enforcement.

Municipality agrees to provide County with an annual report on local law enforcement activity related to ATV/UTV use on CTHs.

4. County Responsibilities.

a. Designation of Routes for Test District.

- i. County shall consider the Application received from Municipality for the designation of ATV/UTV routes on CTHs in accordance with the requirements of Wisconsin Statutes § 23.33, Wisconsin Administrative Code Chapter NR 64.
- ii. County shall designate which portions of CTHs are ATV/UTV routes.
- iii. County will create a GIS map of designated routes.
- iv. County shall ensure that all routes designated pursuant to this Agreement are properly posted.

b. Termination of Routes.

County may suspend any route at any time for any reason during the term of this Agreement.

c. Route Maintenance.

Designation of portions of CTHs as ATV/UTV routes does not impose upon the County a greater duty of care or fiscal responsibility for maintenance of those CTHs. Operators of ATVs/UTVs on CTHs assume all the usual and normal risks of riding that vehicle. County accepts no liability for the operation of ATVs/UTVs on any CTH under

this Agreement.

5. Regulation of ATV/UTVs.

Except as otherwise provided herein, the statutory provisions of Wisconsin Statutes § 23.33 and Wis. Admin. Code NR 64, which create, describe, and define regulations with respect to ATVs and UTVs, are adopted and, by reference, made a part of this Agreement as if fully set forth herein.

6. Rules of Operation.

The operation of an ATV/UTV on a portion of a CTH that is an ATV/UTV route in County designated pursuant to Wis. Stat. § 23.33(8)(b)1, is subject to the following rules of operation:

- a. Any operator or passenger shall comply with all federal, state, and local laws, orders, regulations, restrictions, and rules, including those outlined in Wis. Stat. § 23.33 and Wis. Admin. Code Chapter NR 64. All ATV/UTV rules of operation outlined in Wis. Stat. § 23.33 and Wis. Admin. Code Chapter NR 64 are adopted and incorporated in this Agreement.
- b. Operators may only operate on a designated ATV/UTV route if route is properly signed in accordance with Wis. Stat. § 23.33(8)(e) and Wis. Admin. Code § NR 64.12(7).
- c. Speed Limit: Posted speed limit of the highway unless a specific ATV/UTV speed limit is posted.
- d. Operation on the unimproved right-of-way or ditch, outside of the regular traveled portion of the highway is prohibited.
- e. ATVs/UTVs shall yield the right-of-way to all other vehicular traffic and pedestrians.
- f. Hours of allowed operation: 7:00 a.m. to 10:00 p.m.
- g. No person under the age of 16 may operate an ATV/UTV on any designated route on a CTH.

7. Enforcement.

- a. Any act that is required or prohibited by any statute or administrative code provision incorporated herein by reference is required or prohibited by this Agreement.
- b. The County Sheriff's Office and local law enforcement agencies shall have authority to enforce this Agreement pursuant to Wis. Stat. § 23.33(12).

8. Insurance.

- a. County is a municipal body corporate that self-funds for liability under §893.80 and 895.46(1) of the Wisconsin Statutes, and automobile liability under Statute §345.05. County is also permissibly self-insured under Wisconsin Statute §102.28(2)(bm) for Workers' Compensation.

Since this is statutory insurance, there is no liability policy as such that can extend protection to any others. County agrees to maintain appropriate insurance to cover the potential liability of its officers, employees, and agents while acting within the scope of their employment or agency. Such insurance may be provided through a self-insurance program.

- b. Municipality shall maintain the same insurance coverage requirements as the County, including self-insurance or appropriate policies, to cover the potential liability of their officers, employees, and agents while acting within the scope of their employment or agency.

9. No Indemnification.

The parties agree that each party is and shall solely be responsible for any claim or damage resulting from its own negligent acts or omissions. This Agreement shall not be construed to require a party to indemnify any other party, nor does it restrict the right of any party to pursue remedies in a court of law.

10. Termination.

This Agreement may be terminated as follows:

a. By Mutual Agreement.

County and Municipality, may terminate this Agreement at any time and on any terms to which they agree in writing.

b. Cause.

This Agreement may be terminated with cause, as described below, in the event County or Municipality fails in any substantial manner to perform as required herein:

- i. Upon a material breach of any provision of this Agreement by a party(ies), the other party(ies) shall, not less than sixty (60) days prior to termination, provide written notice to the breaching party(ies) that states the intention of the non-breaching party(ies) to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach during the sixty (60) day period.
- ii. If the material breach is not resolved to the satisfaction of the non-breaching party(ies) during the sixty (60) day period as provided above, the non-breaching party(ies) may immediately give the breaching party(ies) written notice of termination of the Agreement.

c. Change in Circumstances.

In the event there are changes within County and/or Municipality that materially and adversely impact the ability of such party(ies) to perform its obligations under this Agreement, the affected party(ies) may terminate this Agreement upon thirty (30) days' notice.

d. Effect of Termination.

No party shall have any further obligation after termination, except for obligations accruing under the terms of this Agreement prior to the date of termination.

11. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of laws.

12. Assignment.

No party may assign any rights or obligations under this Agreement without the prior written consent of the other parties.

13. Amendments.

This Agreement may be amended at any time with the written approval of the parties. Such amendments or modifications shall be typed separately and signed by the parties and made a part of this Agreement.

14. Binding Effect.

This Agreement will be binding upon, and will inure to the benefit of, County and Municipality and their respective elected officials, employees, and agents.

15. Severability.

If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

16. Final Agreement.

This Agreement terminates and supersedes all prior agreements (oral or otherwise) on an ATV/UTV Test District between County and Municipality

17. Counterparts.

This Agreement may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

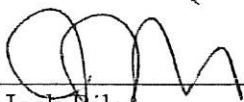
Each person signing this Agreement warrants that he or she has full legal authority to do so and that the signature binds the party for which he or she signs.

County:

\_\_\_\_\_  
Allison Bussler  
Director  
Department of Public Works Waukesha County


\_\_\_\_\_  
Date

Municipality:

  
\_\_\_\_\_  
Jack Filey  
President  
Village of Summit



3/19/2026  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Debra Michael  
Village Administrator-Clerk/Treasurer

3/19/2026  
\_\_\_\_\_  
Date

STATE OF WISCONSIN  
WISCONSIN DEPARTMENT OF TRANSPORTATION

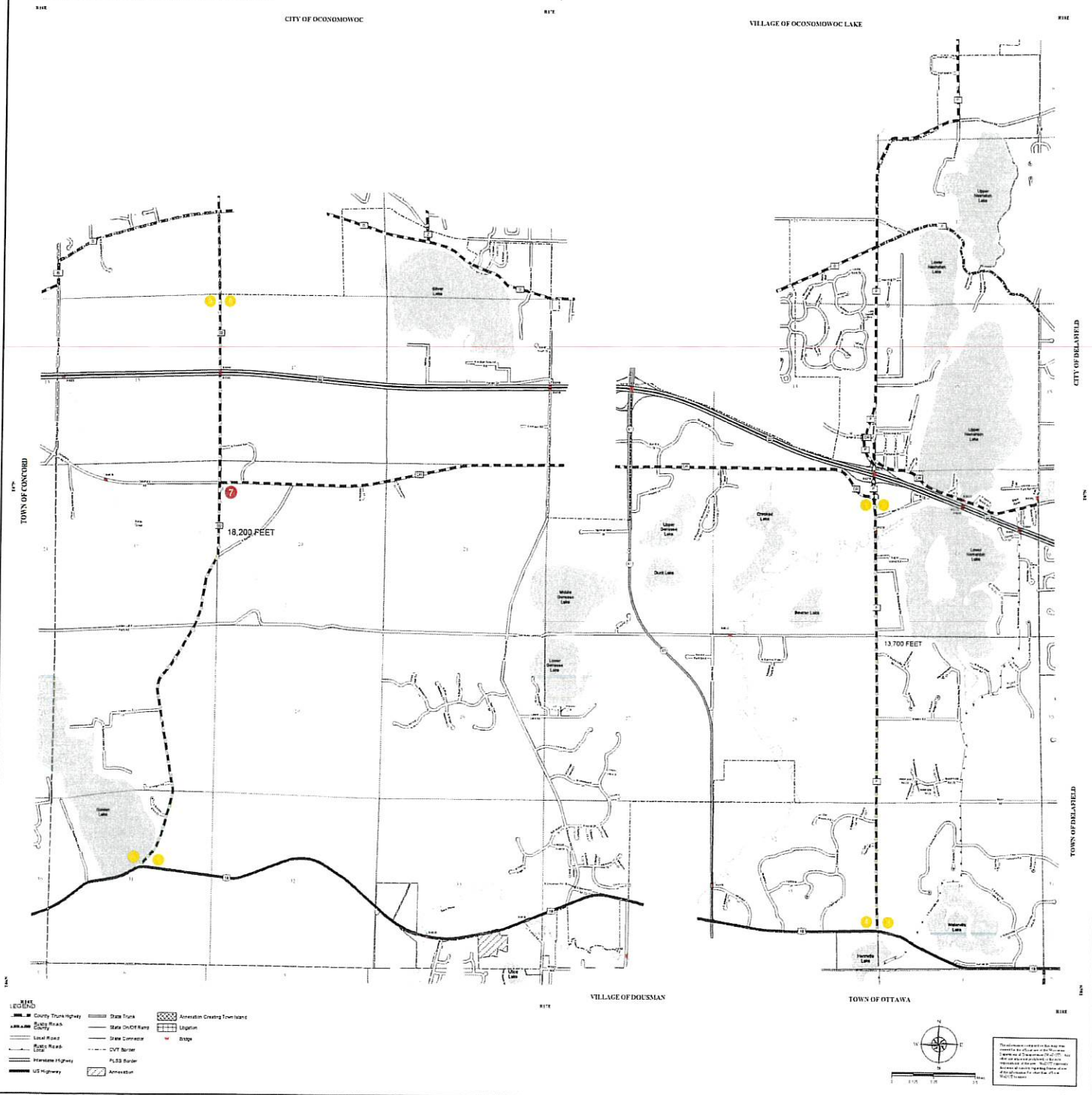
67-172

VILLAGE OF  
**SUMMIT**  
COUNTY: WAUKESHA

DATE	WISCONSIN LOCAL ROAD/STREETS	LOCAL ROAD/STREETS
	Classified in accordance with sec. 88.32(1)(a), Wis. Stat.	
(1) 4-1-23	65 1R	
(2) 1-1-24		Name: _____ Type: _____
(3) 4-1-24		Location: _____ Date: _____

SECTION	COUNTY	TOWNSHIP	RANGE	SECTION
17 24	WAUKESHA	17 24	20 20	

- (1) THIS DATA REPRESENTS THE LAST CERTIFIED MILEAGE AS CORRECTED BY WISDOT WHICH MAY HAVE BEEN USED FOR FASTER TRANSPORTATION AGES.
- (2) THE TOWN CHAIRMAN OR CITY/VILLAGE CLERK IS TO FILL IN THE MILEAGE TO BE CERTIFIED AS OPEN TO THE PUBLIC AS OF THE FOLLOWING JANUARY, INCLUDING THE NEW CHANGES THAT ARE MADE ON THE FLAT.
- (3) THIS DATA REPRESENTS MILEAGE ADJUSTMENTS MADE BY WISDOT DUE TO FIELD VERIFICATION, INVENTORY, AVIATION, ETC. TRANSPORTATION AGES PAYMENTS MAY BE MADE BASED ON THIS FIGURE.



# Agreement Between Waukesha County and Village of Dousman for an ATV/UTV Test District on County Trunk Highway Z within the Village of Dousman

This Agreement between Waukesha County and the Village of Dousman for an ATV/UTV Test District on County Trunk Highway Z (CTH Z) within the Village of Dousman boundaries (“Agreement”) is made and executed by and between Waukesha County through its Department of Public Works, a governmental entity, with a principal place of business located at Waukesha County Administration Center, 515 W. Moreland Blvd., Waukesha, WI 53188 (“County”), the Village of Dousman, a governmental entity, with a principal place of business located at 118 S. Main Street Dousman, WI 53118 (“Municipality”).

## 1. General.

### a. Purpose.

The sole purpose of this ATV/UTV Test District is to ascertain if County wishes to designate portions of its CTHs as ATV/UTV routes within the County while ensuring the safe and controlled use of All-Terrain Vehicles (“ATVs”) and Utility Terrain Vehicles (“UTVs”) on CTHs, balancing recreational opportunities with possible risks to public health and safety, terrain involved, traffic density, and history of automobile traffic on potential and existing routes.

### b. Authority.

- i. The authority for the creation of this Test District is found in Wisconsin Statutes § 23.33(8)(b)2., Wisconsin Statutes § 59.02. and Wis. Admin. Code § NR 64.12.
- ii. Criteria for signage on all-terrain vehicle (ATV) and utility terrain vehicle (UTV) routes on County Trunk Highways is adopted pursuant to § 23.33(8)(e) and § 86.07(2), Wisconsin Statutes.
- iii. In addition, the provisions of § 23.33, Wisconsin Statutes, and the provisions of Wisconsin Administrative Code Chapter NR 64 regulating ATV/UTV operations are hereby adopted.
- iv. With respect to the portion of CTH Z designated as a ATV/UTV route within the boundaries of the Municipality and only for the duration of the ATV/UTV Test District term, Waukesha County Code of Ordinances Section 15-85(a) shall not be enforced by the Waukesha County Sheriff.

c. Term.

The term of the ATV/UTV Test District is from May 29, 2026, through December 31, 2026 (“2026 Season”) and may be terminated at the discretion of County at any time. Upon conclusion of the 2026 Season, the County will evaluate the ATV/UTV Test District and take further action at its discretion.

d. Notices.

Any notice required or permitted by this Agreement must be in writing and be delivered personally; sent by certified mail, return receipt requested, and postage prepaid; or sent by nationally recognized overnight courier services, in each case to the following at the addresses indicated:

If to County: Allison Bussler, Director  
Waukesha County Department of Public Works  
515 W. Moreland Blvd., Room AC-220  
Waukesha, WI 53188

If to the Municipality:

Cindy Queen, President  
Village of Dousman  
118 S. Main Street  
Dousman, WI 53118

e. Compliance.

The parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances.

2. Designated Routes

a. Test District

- i. Proposed route must undergo safety and impact assessments by County.
- ii. Proposed route must be approved by county ordinance and are subject to review and temporary closure for safety or maintenance.
- iii. Proposed route will be limited to County Trunk Highway Z listed in 2. b.
- iv. County will furnish a map of the test district prior to the start of the 2026 season.

b. Approved Routes

The following route is approved for ATV/UTV operation on CTH Z as part of this Test District:

CTH Z between STH 67 to Saint Bruno Ave in the Village limits for 4700 feet

3. Municipality Responsibilities.

In addition to the Municipality's responsibilities described elsewhere in this Agreement:

a. Amend Chapter 26, Article I, Section 26-7, Section III, (a) and (b) of Municipality's Municipal Code.

b. Application.

- i. Municipality shall apply to the Highway Commissioner requesting a portion or portions of CTHs, within the Municipality's jurisdictional areas, be designated as ATV/UTV routes.
- ii. Applications shall be completed on the form prescribed by the Highway Commissioner for the designation of ATV/UTV routes. Municipality must further commit to pay for the cost to make, install, and maintain the necessary ATV/UTV route signage.
- iii. Application Requirements: An application for designation of an ATV/UTV route, at a minimum, shall include the following:
  1. An application fee in the amount of \$500.00.
  2. A completed application form.
  3. A map showing the proposed ATV/UTV route(s) on the county highway system.
  4. A statement explaining why the proposed route should be designated as an ATV/UTV route.
  5. A statement that the applicant will be financially responsible for payments for the installation and maintenance of required ATV/UTV route signs.

c. Permit.

Municipality shall apply to the Highway Commissioner for a sign permit for the posting of signs designating the ATV/UTV routes on the CTHs within its boundaries.

Number of Signs \_\_\_\_\_ Cost of Signs \_\_\_\_\_

d. Signage of Routes on CTHs.

- i. Any ATV/UTV Route within the limits of County for ATV/UTV use must be posted with proper signage, as determined by County, on a CTH prior to use.
- ii. The Municipality is responsible for all costs related to the

acquisition and ongoing maintenance of the ATV/UTV route signage, in accordance with Wis. Admin. Code § NR 64.12(7), Wisconsin DNR Guidelines, and the Manual on Uniform Traffic Control Devices (MUTCD), including the Wisconsin Supplement (WMUTCD).

- iii. The ATV/UTV route signs shall be  acquired/made by Municipality or  made by the County's Department of Public Works or the Municipality and the costs will be billed to the Municipality.
- iv. The County's Department of Public Works will install and maintain the route signs, and the cost will be billed to the Municipality.

e. Enforcement.

Municipality agrees to provide County with an annual report on local law enforcement activity related to ATV/UTV use on CTHs.

4. County Responsibilities.

a. Designation of Routes for Test District.

- i. County shall consider the Application received from Municipality for the designation of ATV/UTV routes on CTHs in accordance with the requirements of Wisconsin Statutes § 23.33, Wisconsin Administrative Code Chapter NR 64.
- ii. County shall designate which portions of CTHs are ATV/UTV routes.
- iii. County will create a GIS map of designated routes.
- iv. County shall ensure that all routes designated pursuant to this Agreement are properly posted.

b. Termination of Routes.

County may suspend any route at any time for any reason during the term of this Agreement.

c. Route Maintenance.

Designation of portions of CTHs as ATV/UTV routes does not impose upon the County a greater duty of care or fiscal responsibility for maintenance of those CTHs. Operators of ATVs/UTVs on CTHs assume all the usual and normal risks of riding that vehicle. County accepts no liability for the operation of ATVs/UTVs on any CTH under this Agreement.

5. Regulation of ATV/UTVs.

Except as otherwise provided herein, the statutory provisions of Wisconsin Statutes § 23.33 and Wis. Admin. Code NR 64, which create, describe, and define regulations with respect to ATVs and UTVs, are adopted and, by

reference, made a part of this Agreement as if fully set forth herein.

6. Rules of Operation.

The operation of an ATV/UTV on a portion of a CTH that is an ATV/UTV route in County designated pursuant to Wis. Stat. § 23.33(8)(b)1, is subject to the following rules of operation:

- a. Any operator or passenger shall comply with all federal, state, and local laws, orders, regulations, restrictions, and rules, including those outlined in Wis. Stat. § 23.33 and Wis. Admin. Code Chapter NR 64. All ATV/UTV rules of operation outlined in Wis. Stat. § 23.33 and Wis. Admin. Code Chapter NR 64 are adopted and incorporated in this Agreement.
- b. Operators may only operate on a designated ATV/UTV route if route is properly signed in accordance with Wis. Stat. § 23.33(8)(e) and Wis. Admin. Code § NR 64.12(7).
- c. Speed Limit: Posted speed limit of the highway unless a specific ATV/UTV speed limit is posted.
- d. Operation on the unimproved right-of-way or ditch, outside of the regular traveled portion of the highway is prohibited.
- e. ATVs/UTVs shall yield the right-of-way to all other vehicular traffic and pedestrians.
- f. Hours of allowed operation: 7:00 a.m. to 10:00 p.m.
- g. No person under the age of 16 may operate an ATV/UTV on any designated route on a CTH unless the person is accompanied by their parent, guardian or by a person who is at least 18 years of age who is designated by the parent or guardian pursuant to Wis. Stat. § 23.33(5)(a)4.

7. Enforcement.

- a. Any act that is required or prohibited by any statute or administrative code provision incorporated herein by reference is required or prohibited by this Agreement.
- b. The County Sheriff's Office and local law enforcement agencies shall have authority to enforce this Agreement pursuant to Wis. Stat. § 23.33(12).

8. Insurance.

- a. County is a municipal body corporate that self-funds for liability under §893.80 and 895.46(1) of the Wisconsin Statutes, and automobile liability under Statute §345.05. County is also permissibly self-insured under Wisconsin Statute §102.28(2)(bm) for Workers' Compensation. Since this is statutory insurance, there is no liability policy that can extend protection to any others. County agrees to maintain appropriate

insurance to cover the potential liability of its officers, employees, and agents while acting within the scope of their employment or agency. Such insurance may be provided through a self-insurance program.

- b. Municipality shall maintain the same insurance coverage requirements as the County, including self-insurance or appropriate policies, to cover the potential liability of their officers, employees, and agents while acting within the scope of their employment or agency.

9. No Indemnification.

The parties agree that each party is and shall solely be responsible for any claim or damage resulting from its own negligent acts or omissions. This Agreement shall not be construed to require a party to indemnify any other party, nor does it restrict the right of any party to pursue remedies in a court of law.

10. Termination.

This Agreement may be terminated as follows:

a. By Mutual Agreement.

County and Municipality may terminate this Agreement at any time and on any terms to which they agree in writing.

b. Cause.

This Agreement may be terminated with cause, as described below, in the event County and/or Municipality fails in any substantial manner to perform as required herein:

- i. Upon a material breach of any provision of this Agreement by a party(ies), the other party(ies) shall, not less than sixty (60) days prior to termination, provide written notice to the breaching party(ies) that states the intention of the non-breaching party(ies) to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach during the sixty (60) day period.
- ii. If the material breach is not resolved to the satisfaction of the non-breaching party(ies) during the sixty (60) day period as provided above, the non-breaching party(ies) may immediately give the breaching party(ies) written notice of termination of the Agreement.

c. Change in Circumstances.

In the event there are changes within County and/or Municipality that materially and adversely impact the ability of such party(ies) to perform its obligations under this Agreement, the affected party(ies)

may terminate this Agreement upon thirty (30) days' notice.

d. Effect of Termination.

No party shall have any further obligation after termination, except for obligations accruing under the terms of this Agreement prior to the date of termination.

11. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of laws.

12. Assignment.

No party may assign any rights or obligations under this Agreement without the prior written consent of the other parties.

13. Amendments.

This Agreement may be amended at any time with the written approval of the parties. Such amendments or modifications shall be typed separately and signed by the parties and made a part of this Agreement.

14. Binding Effect.

This Agreement will be binding upon, and will inure to the benefit of, County and Municipality and their respective elected officials, employees, and agents.

15. Severability.

If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

16. Final Agreement.

This Agreement terminates and supersedes all prior agreements (oral or otherwise) on an ATV/UTV Test District between County and Municipality.

17. Counterparts.

This Agreement may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

Each person signing this Agreement warrants that he or she has full legal authority to do so and that the signature binds the party for which he or she signs.

County:

\_\_\_\_\_  
Allison Bussler  
Director  
Department of Public Works Waukesha County

\_\_\_\_\_  
Date

Municipality:

\_\_\_\_\_  
Cindy Queen  
President  
Village of Dousman

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Roth  
Town Clerk/Administrator

\_\_\_\_\_  
Date

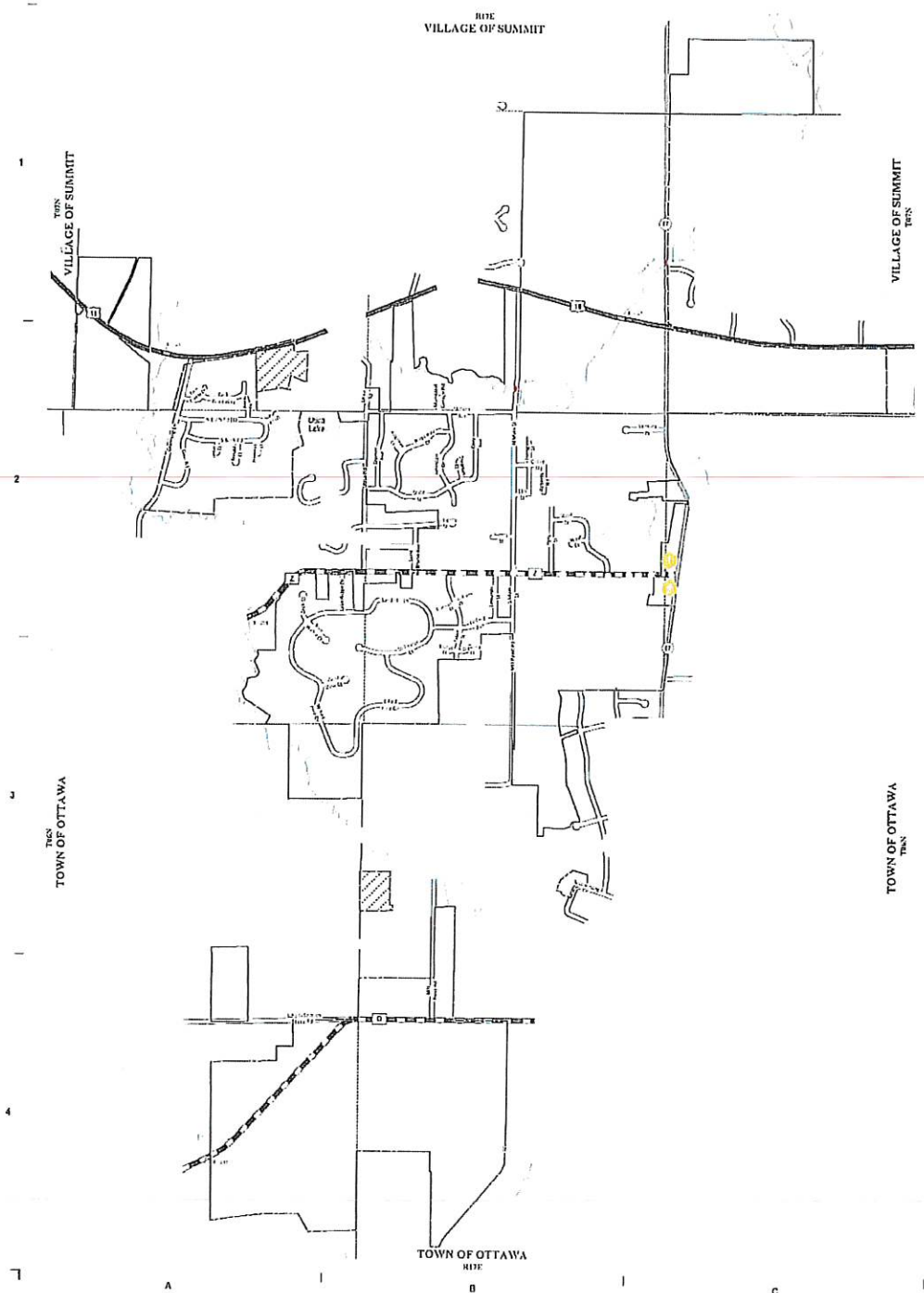
WISCONSIN DEPARTMENT OF TRANSPORTATION

DATE	MILEAGE FOR LOCAL ROADS/STREETS	LOCAL ROADS/STREETS Certified in accordance with sec. 85.33(1)(a) stat.
(1) 4-1-23	11.00	
(2) 1-1-24		Name: _____ Title: _____
(3) 4-1-24		Signature: _____ Date: _____

TOWN	COUNTY	TRAILING
182	0903	

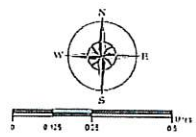
VILLAGE OF  
**DOUSMAN**  
COUNTY: WAUKESHA

- (1) THIS DATA REPRESENTS THE LAST CERTIFIED MILEAGE AS CORRECTED BY WISDOT WHICH MAY HAVE BEEN USED FOR PAST TRANSPORTATION AIDS
- (2) THE TOWN CLERK OR CITY/TOWNSHIP CLERK IS TO FILL IN THE MILEAGE TO BE CERTIFIED AS OF THE TO THE PUBLIC AS OF THE FOLLOWING JANUARY, INCLUDING THE NEW CHANGES THAT ARE MADE ON THE PLAN
- (3) THIS DATA REPRESENTS MILEAGE ADJUSTMENTS MADE BY WISDOT DUE TO FIELD VERIFICATION, INVENTORY, ALTERNATION, ETC. TRANSPORTATION AID PAYMENTS MAY BE MADE BASED ON THIS FIGURE



LEGEND.

County Trunk Highway	PLSS Border
Local Road	Annexation
US Highway	Annexation Creating Townships
State Trunk	Leighton
CVT Border	Bridge



This map was prepared by the Wisconsin Department of Transportation, Bureau of Planning and Design, as part of the annual road inventory. It is not intended to be used for any other purpose. The Department of Transportation is not responsible for any errors or omissions on this map.

V-DOUSMAN