

# 2019-2021 Indiana Snowmobile Trails Program Manual

## **Indiana Department of Natural Resources**

in cooperation with the

## **Indiana Snowmobile Association**

and the following snowmobile trail cooperating clubs:

Elkhart County Snowmobile Club, Inc.

Michiana Trail Riders Coalition, Inc.

Hoagland Blizzard Blazers, Inc.





## Table of Contents

Introduction	4
Important Definitions	4
Articles of Incorporation	5
Club Expenses	5
Equipment	5
Pre-Season Responsibilities	6
Leases	6
Landowner Relations	7
Insurance	7
Trail Construction	7
Trailheads	8
Indiana Snowmobile Trail Signing Guidelines	8
General Signing Recommendations	9
State and County Highway signs	10
Season Responsibilities	10
Posting the Trails as “Open”	10
Grooming	11
Trailheads	12
Inspections & Inventory	12
Post-Season Responsibilities	12
Department of Natural Resources Contacts	13
The Snowmobile Paper Trail and Timeline	14
Projected Budget and Expenses	18
<b>Appendix A</b>	
Snowmobile Rules and Regulations	19
<b>Appendix B</b>	
Sample Cooperative Agreement	35
<b>Appendix C</b>	
Sign Guidelines	55

## Foreword

The Indiana Snowmobile Trail program began in 1976 as a cooperative effort between Indiana’s snowmobilers and the Indiana Department of Natural Resources (DNR). The intent of the program is to provide public trails for snowmobilers to use in the pursuit of safe, healthful, outdoor recreation. The Indiana Snowmobile Trails Program is mostly funded by snowmobile registration fees paid by Indiana’s snowmobile owners.

The Indiana Snowmobile Trails Manual is based on the needs of Indiana's snowmobilers and requirements of the Indiana Attorney General, the Department of Administration, and the Department of Natural Resources. It provides information for snowmobile clubs and DNR staff participating in the program. You may obtain more information by contacting the DNR, Division of Outdoor Recreation.

## **Introduction**

The Indiana State Snowmobile Trail Program includes trails on both public and privately held, leased property. All of these trails are open to the public when conditions allow and posted as open. The Indiana State Snowmobile Trail Program is dependent on the successful partnership between the snowmobile trail managers, this includes the local snowmobile clubs as well as DNR Salamonie Lake staff, and the DNR Division of Outdoor Recreation.

Developing and maintaining a public snowmobile trail on private held property requires a cooperative agreement between local snowmobile clubs and the DNR. The DNR coordinates Indiana's Snowmobile Trails Program on private land by reviewing proposed trail routes, providing suggested documents for leasing trail easements, and paying clubs to lease land from local landowners. Each club is responsible for selecting the preliminary trail location, contacting landowners to secure leases, and paying their landowners at the end of the season trail. The snowmobile clubs are also responsible for securing insurance for the trail, constructing and deconstructing the trail, and restoring the property at the end of the season

All snowmobile trail managers, regardless of whether the trail is on public and private property, are tasked with maintaining the trail and determining when to open it. The DNR will provide all snowmobile trail managers with necessary equipment, signs, and posts for the trail. The DNR will keep the official record of this equipment, pay for major repairs, and purchase any new equipment, signs, or posts when necessary. The trail managers will be responsible for installing and clearing the trail prior to the season and maintaining it throughout the season. All trail managers will also keep detailed records of the equipment to relay to the DNR, perform general maintenance of equipment, store the equipment, and notify the DNR of any signage or equipments needs. Finally, all trail managers will regularly evaluate conditions December 1 through March 31 and publicly post the trail as open or closed.

The Indiana Snowmobile Association (ISA), which represents the interests of Indiana's snowmobilers, works with the DNR to improve the Snowmobile Trails Program. The ISA also works to organize snowmobilers into effective, responsible clubs, capable of making long-term commitments to the trails program.

## **Important Definitions**

**“State Designated Trail”** shall mean a snowmobile trail that is determined by the State. State Designated Trails are only eligible to be open for public recreational use from December 1<sup>st</sup> to March 31<sup>st</sup>.

**“Designated Trailheads”** shall mean trailheads determined to be such by the State for the State Designated Trail.

**“Snowmobile Season”** shall mean the twenty two week period from November 1<sup>st</sup> to April 15. This time allows for the cooperating clubs to construct, maintain, and deconstruct the trail.

**“Snowmobile Riding Season”** shall mean the period from December 1<sup>st</sup> to March 31<sup>st</sup> in which the snowmobile trails can be officially opened when conditions allow.

**“Landowner”** shall mean any person or entity that owns property with snowmobile trail on it.  
**“Grooming”** shall mean the activity of producing smooth surface of snow with a uniform density through the use of mechanical equipment.

### **Articles of Incorporation**

To be eligible to participate as a trail cooperator, a snowmobile club must maintain current status as an Indiana Nonprofit Corporation. To do this, the club must file Articles of Incorporation with the Indiana Secretary of State. Contractors must file annual report to Secretary of State before the month of incorporation to maintain status as Indiana Nonprofit Corporation. Then, each year the Secretary of State’s Office will send the club an annual report to complete and return to them by the end of the month before their month of incorporation (i.e., if the club incorporated in July, 1980, their annual report is due by the end of June each year). This process can now be done online at: <https://inbiz.in.gov>. The DNR will verify that club’s current status as an Indiana Nonprofit Cooperation. The clubs will not be able to sign cooperative agreements or receive payment for invoices submitted if they are not current.

More information on filing for and maintaining nonprofit status can be obtained from:

Secretary of State  
302 W. Washington, Room E018  
Indianapolis, IN 46204  
317-232-6576  
<https://inbiz.in.gov>

### **Club Expenses**

Cooperative Agreements (Appendix B: Sample Cooperative Agreement) between the snowmobile club and the DNR will enable the club to be paid for pre-construction, landowner leases, lease recording fees, and trail construction and maintenance costs. The \$1500 pre-construction invoice can be submitted any time after September 1<sup>st</sup> and after proof of all the previous season landowner payments have been sent to DNR. The clubs also receives \$65 per mile of trail for construction and maintenance. This includes the clearing, signing, and grooming of the trail. Payments for landowner leases will be based on the leases the clubs have at that time the sign the cooperative agreement. Both the construction and maintenance, and landowner lease invoices must be submitted between April 1-30. After the invoices are processed, all funds will be electronically deposited into the club’s accounts. For information on equipment costs, please see “Equipment” below.

### **Equipment**

The State shall make available to the trail managers, which include both snowmobile clubs and DNR staff, equipment necessary for the proper grooming, signing, and maintenance of the State Designated Trail. All equipment shall be properly maintained and securely stored. Inventory on the equipment will be completed by the DNR. For information on inventory, please consult “Inspections and Inventory” (see page 11). Trail managers are responsible for filling out and submitting monthly equipment logs to the DNR for all pieces of motorized equipment. Additionally, trail managers are responsible for routine maintenance, upkeep, and minor repairs on equipment. The cost of this shall be covered by the trail manager.

Occasionally, major repairs (typically over \$500 or so) on equipment will be necessary. A request can be made to DNR Division of Outdoor Recreation to pay for such expenses; *if the trail manager follows the procedures listed below before the repair is made. Any expenses incurred by the trail manager without prior approval will not be paid by DNR.*

- 1) Contact DNR with a cost estimate *prior to making a purchase* of materials or services to determine whether the DNR can pay for the expense.
- 2) *If given approval*, provide the DNR with a description of the material/service needed and the names and contact information of at least three vendors that can provide the materials/service. Contact the DNR for assistance. This process can take up to three months.

## **Pre-Season Responsibilities**

### **Leases**

Beginning in 2007, the snowmobile clubs undertook the responsibility of managing all leases for the snowmobile trails. The clubs negotiates leases directly with the landowners. Leases are signed between the landowner and the club only, and are legally binding. The DNR may assist with the creation of leases if needed. All leases must adhere to requirements set out in the cooperative agreement between the club and the State of Indiana. All leases must include a trail map, amount of trail miles or acres leased, and the amount to be paid. The DNR will assist on the creation of these maps prior to the signing of the lease. All leases must be signed and a copy given to the DNR by November 1<sup>st</sup>. This ensures all land is secured prior to the start of Snowmobile Season. The DNR must approve leases used by the clubs to ensure all requirements for lease recording are met within the lease.

The lease rate of \$75 per quarter mile or \$2 per acre remains in effect. The amount the club receives from the State and the amount paid to landowners will be the same as it is calculated from the landowner leases. Clubs will submit an invoice to the DNR for the entire amount of landowner leases after the end of Snowmobile Season. Invoices can be submitted beginning on April 1, but must be submitted before April 30. Money for the leases will be directly deposited to the club's account. This is payment in arrears (payment after the service has been provided) and is required by the state. The club then pays landowners that signed an agreement with the club in exchange for the use of the land. The snowmobile clubs are required to pay all landowners by September 1<sup>st</sup>. Snowmobile clubs must submit proof that landowners were paid before the pre-construction invoice for the next snowmobile season can be accepted.

Some landowners may wish to waive their payments and donate the money back to the snowmobile club. This can be done in the lease agreement up front or with a signed form at the time of payment. This is acceptable as long as the club can account for all payments. However, this practice is discouraged because it doesn't save the snowmobile program any money; rather it transfers it to the clubs.

Lease recording is an important part of the snowmobile trail. It alerts potential buyers of the property about the trail and lets the snowmobile club know about changes in land ownership. The clubs are now responsible for recording landowner leases at the county recorders office. The club pays the recording fee (typically \$13-14). Once the lease has been recorded and the club has a receipt, they submit the original receipt to the DNR for reimbursement of the actual cost. Copies of the recorded leases are sent to DNR for its records and are due to the DNR by December 1<sup>st</sup>. This is more work for the clubs initially, but it significantly speeds the recording process and reduces the postage cost, as the original lease would not be sent to DNR for processing.

These administrative costs for lease recording are built into the club cooperative agreement. An additional 10% is added to the land lease portion to cover recording costs and additional leases that may be needed during the term of the contract. This money can NOT be used for any other purpose.

### **Landowner and Neighbor Relations**

Private landowners are the key to a successful snowmobile trail. Without their voluntary cooperation in the form of lease agreements, the program could not succeed. Therefore, it is critically important to respond to their concerns. The snowmobile club should address all complaints or concerns. It is important that the landowner has a contact person within the club to whom he or she can contact when there are problems. It is also important that the club takes such concerns seriously and works to resolve them.

Although not bound by lease, it is important for the clubs to have good relations with owners of neighboring properties and the community in general. It is highly encouraged that clubs address any concerns or comments from neighbors regarding the snowmobile trail. The DNR is willing to assist with landowner and/or neighbor relations at the bequest of the clubs. Examples of this may be writing a letter stating that annual insurance has been verified, explaining state snowmobile laws, etc.

### **Insurance**

According to the Cooperative Agreement, every State Designated Trail must be insured. Clubs are responsible for obtaining insurance for trails on leased land, with minimum liability limits of \$1,000,000 per occurrence. Clubs must submit proof of insurance to the DNR by December 1. Trails that do not have proof of insurance will not be allowed to open. The insurance requirement does not apply to trails on public land and maintained by DNR staff as these are self-insured.

### **Trail Construction**

All State Designated Trails must be at least 20 miles long and should be wide enough to allow snowmobilers to see oncoming vehicles. Although trails should be wide enough to see, keep in mind leaves are off the trees in winter, making it easier to see through the brush. One-way trails should be at least 8 feet wide (10 feet is preferred) and 10 feet wide (14 feet is preferred) for two-way trails. Thick vegetation or unusually rough terrain may also necessitate varying the clearing width. Trails should be wide enough for grooming equipment to be properly used.

All brush, rocks, stumps, and other debris must be cleared from the trail before the first snowfall of the year. The trail should be mowed where necessary to make a smooth base. Fall plowed ground should be tilled to a smooth level surface within the trail corridor and at trailheads. Overhead branches must be trimmed to allow a vertical clearance of about eight feet, depending upon the vertical clearance necessary for grooming equipment.

If the trail crosses a road, the roadway should be visible for at least 500 feet in both directions and be marked with a stop sign. The trail must intersect the road at right angles so snowmobilers can drive straight across the road. Road crossing should also be labeled with the road name so that is readable by snowmobilers. This greatly aids snowmobilers in determining their location and prevents those not familiar with the area from getting lost.

## Trailheads

At least one trailhead must be developed at a strategic location along the trail. This will allow vehicles pulling trailers to park and unload. In the case of trail sections being interrupted by a section of roadway, each section must have a separate trailhead. Exits must afford good visibility, approximately 750 feet in both directions. Facilities at the trailhead may be offered. These may include restrooms, including portable toilets, picnic areas, shelters, and warming houses. Trash receptacles should be placed at trailheads and emptied on a regular basis. Trail managers should provide for the regular maintenance of any structure available at trailheads. Picnic areas and shelters will need to be policed for litter, and restrooms will need to be cleaned.

Regulation signs must be installed at trailheads with a sign giving the name of the trail and kept in good condition at all times. These signs must include a lockable system that indicates if the trail is open or closed. (See figure 1). The trail managers can be reimbursed for materials to make trailhead signs or for finished signs – with prior approval.



Fig. 1

## Indiana Snowmobile Trail Signing Guidelines

Installation of snowmobile trail signs is the responsibility of the trail manager. In order to operate safe and enjoyable snowmobile trails, a uniform system of signing must be maintained. We highly recommend using *IASA Guidelines for Snowmobile Trail Signing & Placement* (see Appendix C) to mark the trail as these standards are used by most states and providences making them universally understandable for snowmobilers. To minimize their liability, trail managers should follow the guidelines as closely as possible. Additionally, trail managers should regularly check signs, replacing them where damaged or missing, throughout the snowmobile riding season because of vandalism and weather. Finally, all posts and signs on leased property should be removed at the end of the season and stored for re-use.

The purpose of signing a snowmobile trail is to provide the information a snowmobiler needs to know when using the trail:

1. Trail location – a trail may be difficult to follow if improperly signed.
2. Trail direction changes – curves in a trail need to be indicated to prevent a snowmobiler from being caught unaware by a change in direction.
3. Hazards – unusual situations can be dangerous if snowmobilers are caught unaware.
4. Trail intersections and road crossings – intersections with other trails and roads present a common hazard to snowmobilers and must be marked with stop or yield signs.



5. One-way or two-way use – the type of traffic use allowed on a trail, or trail segments, must be indicated to prevent collisions.

The DNR will generally provide all signs and posts for snowmobile trails. For that reason, it is important for the trail managers notify the DNR of their signing needs in the spring. The guidelines list common snowmobile signs, but clubs may request signs not on the list. Trailhead signs and other special signs may be developed by snowmobile clubs for use with their trails, but the design and installation of the signs needs to be developed in cooperation with DNR.

### **General Signing Recommendations**

1. Signs should be used only where necessary for regulation, warning, or information. Overuse of signs should be avoided, and only DNR authorized signs are permitted along state trails.
2. Trails should be marked so that a snowmobiler who is unfamiliar with the trail will be able to follow it easily and safely.
3. International symbols should be used as much as possible on warning and service signs. Lettering should be kept to a minimum, except on interpretive signs and road crossing identification signs. The goal is instant recognition and interpretation of the signs' message while traveling at a reasonable rate of speed.
4. Signs should be attached to posts with rivets, nails, bolts, or lag screws to insure permanency. Rivets generally work the best compared to the other fasteners. Steel, wood, plastic, fiberglass or carsonite posts may be used. Trees may be used with landowner permission, but carsonite posts and plastic poles are the preferred method of choice. Signs should be mounted at an appropriate height above the expected snow depth. Line of sight and sight distance characteristics should allow for sign recognition when traveling at a reasonable rate of speed. Signs near road intersections should be placed so that a plow truck will not bury them or knock them over.
5. Trail signs should be placed approximately six feet to the right of the trail to conform to the snowmobilers' familiarity with highway signs.
6. Signs should be reflective, unless otherwise authorized by the DNR.
7. Signs should be installed in fall and, where feasible, removed at the end of the snowmobiling season. This will allow for less signs to go missing or be damaged.
8. Signs should be installed by those familiar with these guidelines, to retain as much uniformity on state snowmobile trails as possible.

9. Replacement signs, posts, and signing equipment should be carried with grooming equipment or by trail patrols to keep trails properly signed throughout the season.
10. Signs should be replaced when faded, worn, damaged, or missing.

### **State or County Highway Signs**

Motorists must be warned of the snowmobile trail crossing point. Crossing signs must be placed according to highway signing standards, and permission must be obtained from the appropriate highway authority before they may be installed. The Contractor is responsible for obtaining permission from local agencies to place warning signs along county roads. The DNR will contact the Indiana Department of Transportation (INDOT) for permission to sign state highway crossings. INDOT needs to confirm the proper installation of snowmobile crossing signs before the trails can be opened.

Snowmobile advance crossing signs are used along the roadway to alert traffic that snowmobilers are crossing the road. Snowmobile advance crossing signs can only be placed with the authority of the unit of government that maintains the road. The sign, according to the *2011 Indiana Manual on Uniform Traffic Control Devices*, is a yellow 30" x 30" diamond with a black illustration of a snowmobile. It may be accompanied by a yellow 24" x 18" rectangle with the words "snowmobile crossing" in black. These are among the most important signs used with a snowmobile trail. They must be installed and maintained with the utmost care. Snowmobile crossing signs should be placed about 750 feet each way from the trail crossing on county roads, about 1,500 feet each way from the trail crossing on normal speed state roads, and about 250 feet each way from the trail crossing in urban areas where speeds are reduced.

On state roads, the left edge of the sign should be six feet from the edge of the road shoulder. The bottom of the sign should be four feet about the pavement on two lane roads, six feet above the pavement on four-lane roads. The signs should only be installed on approved posts.

### **Season Responsibilities**

#### **Posting the Trails as "Open"**

It is the trail manager's responsibility to post whether or not the trail is open. The trail can be posted as open when there is at least four inches of snow on the ground, the trail surface is covered with snow so as not to damage the surface of the ground, and when all of necessary paperwork (leases, insurance, etc.) has been completed. Additionally, the trail must be passable to be posted as open. In the case of flooding, excessive trees down, or any other impassable situation that trail should not be posted as open. The entire trail must be open or it must be closed – sections may not be open if other sections are posted as closed. Only designated trail members or DNR can make the decision to open or close the trail every day.

Three important steps must be taken to officially open a snowmobile trail.

1. Trail conditions will be posted online at either the club's website, Facebook page, or both. All trail condition posts must reference the date and start with either "Trail Open" or "Trail Closed." A picture or graphic can also be used indicate open or closed. Other trail condition should be placed after this. Trail conditions must be updated at least every three days after the trail has been opened. More frequent updates should be made if

conditions are changing. Finally, please be sure the Indiana Snowmobile Association (ISA) Trail Conditions page has the correct link to your online trail conditions. If not, please contact the ISA to provide the correct link.

2. Please contact the DNR law enforcement office (either District 1 and/or 2) responsible for enforcing snowmobile laws. You can contact them either by phone or e-mail. This lets them know if people are legally on the trail and alerts them if they would like to start patrolling.
3. All trailhead signs shall include an “open” and “closed” sign to let snowmobilers know whether the trail is open. (See figure 1) Signs at each trailhead must be changed to indicate if the trail is open or closed. Please remember to lock signs so that only the trailmaster or designated club members can change the sign.

All above mentioned procedures must be followed for closing the trail as well. It does not matter the order in which these steps are taken as long as they are done relatively around the same time. Contacting the DNR snowmobile coordinator and DNR property office (if applicable) is also an option to help them answer any questions they may get in regards to the trail’s status.

## **Grooming**

Once the accumulation of snow reaches about six inches, the trail should be groomed. Immediately after a snowfall, a trail groomer should be used to compact the snow. This causes the snow to freeze more rapidly, making maintenance easier. The snow base that forms will allow the trail to be used long after the snow around it is too soft for riding.

Time is needed to experiment and get the feel of the right combination of blade depth, grooming speed, and snow conditions to properly maintain the trail. If the speed is too fast, the groomer will bounce over the moguls. If the blade is not raised a little before going up long hills, the added load can stall the groomer or damage it. Grooming equipment can be overworked, increasing the maintenance costs and downtime. Contractors must experiment to develop a grooming system that works best for their area.

The average grooming speed will vary according to the type of equipment. Blade setting depends on how easily the snow is rolled and fluffed by the cutting blade before falling into the low spots. Contractors should keep a logbook of temperature and snow conditions which are best for grooming the trails in their particular area.

Some feel a good range of temperature is from -5F to +15F. At these temperatures the snow is fluffed and easily falls off the blade into the low spots. However, moguls are extremely hard during relatively low temperatures, and additional grooming passes may be necessary to remove them. Others prefer to groom when it is +32F to +35F. In this temperature range moguls will be quickly removed, but wet snow clogs the blade and does not readily fall into the low spots. Wet snow is also heavy to pull and does not form a soft blanket of snow on which to ride.

In either temperature range, one trip over a heavily used trail may not be enough to sufficiently groom the trail. Many people feel the best period for grooming is between 9:00 p.m. and 6:00 am, when the temperature is low and the traffic is light.

Trail grooming personnel must be given specific instructions to make sure that dangerous snowbanks created by road plows are kept open where the trail crosses the roadway. Steep

snowbanks make it difficult for snowmobiles and grooming equipment to cross the roadway safely, smoothly, and quickly.

The DNR has previously provided each snowmobile with a trail grooming manual. Contact the DNR snowmobile trail coordinator for additional copies if needed or any questions.

### **Trailheads**

Arrangements must be made to have the trailheads cleared of snow as quickly as possible after a new snowfall. Exits at the trailheads shall be free of large snow piles to ensure good visibility for drivers. All trash receptacles should be emptied and bathrooms (if applicable) cleaned regularly.

### **Inspections & Inventory**

The DNR reserves the right to inspect the snowmobile trail as conditions allow to ensure the trail is safe, properly signed, maintained, and responsibly managed. The DNR will create a report of the inspection with their findings. The DNR also reserves the right to take inventory of DNR equipment at any time. All equipment must be accounted for and tagged. New tags will be provided by the DNR. Equipment should be in good condition and properly stored. The Contractors are responsible for cooperating with the DNR on inspections and inventory. Contractors should promptly address any concerns or issues brought up by the DNR.

### **Post-Season Responsibilities**

When the snowmobile season is over, it is the clubs' responsibility to remove all signs, replace gates, close fence openings, and remove litter that has collected. This is particularly important as this seasonally leased private land. This needs to be done before April 15th. Trail signs should be inventoried at this time. This allows trail managers to request new and replacement signs at the spring trail meeting. Furthermore, all invoices and equipment logs are due by April 30<sup>th</sup> in order for the DNR to process them before the end of the financial year.

In addition, thanking the landowners for their part in making possible the many enjoyable hours of trail riding, asking if there were any problems or incidents of which your club may be unaware, and requesting permission to use the land again next season should be done during the clean-up if possible.

## Key State Snowmobile Contacts

### Snowmobile Trail Program Coordinator

Allen Hurst  
Trails Coordinator  
Indiana Department of Natural Resources  
Division of Outdoor Recreation  
402 West Washington St. Room 271  
Indianapolis, IN 46204-2782  
[ahurst@dnr.in.gov](mailto:ahurst@dnr.in.gov)  
Phone: 317-232-4070

### Other DNR Contact

Amy Marisavljevic  
Trails Section Chief  
Indiana Department of Natural Resources  
Division of Outdoor Recreation  
402 West Washington St. Room 271  
Indianapolis, IN 46204-2782  
[amarisavljevic@dnr.in.gov](mailto:amarisavljevic@dnr.in.gov)  
Phone: 317-232-4067

### Snowmobile and ATV Registration

BMV Customer Service Center  
Indiana Government Center North  
Room 402  
100 North Senate Avenue  
Indianapolis, IN 46204  
1-888-692-6841  
<http://www.in.gov/bmv/3185.htm>

\*Registration can be done at any local BMV branch

### Snowmobile Safety and Enforcement

Indiana DNR  
Division Law Enforcement  
402 West Washington St. Room 255D  
Indianapolis, IN 46204  
Phone: 317-232-4010

### Central Dispatch:

812-837-9536  
[icoDispatch@dnr.IN.gov](mailto:icoDispatch@dnr.IN.gov)

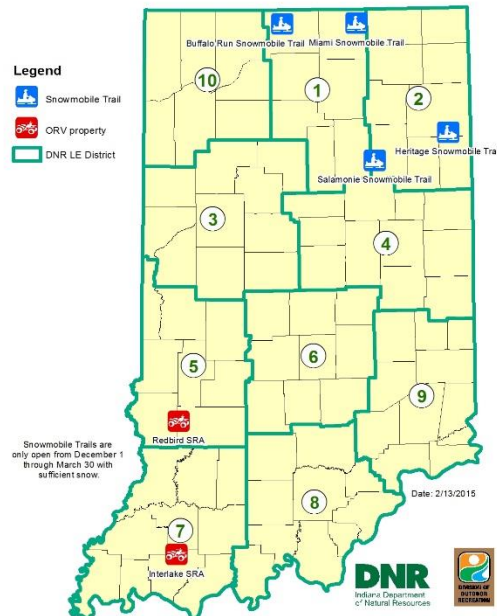
### District 1

9822 North Turkey Creek Road  
Syracuse, IN 46567  
(574) 457-8092  
[icodist1@dnr.IN.gov](mailto:icodist1@dnr.IN.gov)

### District 2

1353 South Governors Drive  
Columbia City, IN 46725-9539  
(260) 244-3720  
[icodist2@dnr.IN.gov](mailto:icodist2@dnr.IN.gov)

### DNR Motorized Properties



# Important Dates and Deadlines

## 2019-2020

\*Club responsibilities are in **bold**, all trail manager responsibilities in *italics*

April 2019	<b>DNR Spring Snowmobile Trail Cooperators Meeting</b> DNR gives out 2019-2021 Snowmobile Trail Program Manual DNR gives clubs 2019-2021 Cooperative Agreements DNR explains new electronic cooperative agreement process
April 30, 2019	<b>Deadline to submit:</b> <ul style="list-style-type: none"><li>• <b>Invoices from 2018-2019 snowmobile season (pre-construction, construction &amp; maintenance, and leases)</b></li><li>• <i>Sign &amp; Post Orders</i></li><li>• <i>All Equipment Logs for past season</i></li></ul>
June 30, 2019	Last Day of the 2017-2019 Cooperative Agreement
July 1, 2019	2019-2021 Cooperative Agreements take effect <b>Clubs can begin canceling unnecessary leases and signing new leases for the 2019-2020 snowmobile season</b>
September 1, 2019	<b>Clubs can submit pre-construction invoices (Invoices will only be processed and paid once clubs submit proof of payment for 2018-2019 leases to the DNR)</b>
Fall 2019	<b>DNR Fall Snowmobile Trail Cooperators Meeting</b>
November 1, 2019	First official day of “Snowmobile Season” (Leases begin for most)
November 22, 2019	<b>Deadline for clubs to submit new leases for the 2019-2020 season to the DNR</b> <b>Deadline for clubs to submit proof of snowmobile trail insurance to the DNR</b> DNR updates and distributes 2019-2020 Maps and Apps
December 1, 2019	<i>Trail must be fully constructed (trail clear, signs &amp; posts in place, mowed if necessary)</i> “Snowmobile Riding Season” 2019-2020 leases are all file with the DNR

December 2019- March 2020	<p>“Snowmobile Riding Season”</p> <p><b><i>Trail Managers will open /close, update status, maintain, and groom trail according to the 2019-2021 Snowmobile Trail Program Manual</i></b></p> <p>DNR will perform trail inspections as condition and time allows DNR will complete inspection reports within 2 weeks of inspection</p>
March 31, 2020	Last day of “Snowmobile Riding Season”
April 1, 2020	<b>Clubs can submit invoices from 2019-2020 season</b>
April 15, 2020	<p>Last official day of snowmobile season (Leases end for most)</p> <p><b>Deadline to have trail deconstructed and cleaned up</b></p>
April 2020	<b>DNR Spring Snowmobile Trail Cooperators Meeting</b>
April 30, 2020	<p><b>Deadline to submit:</b></p> <ul style="list-style-type: none"> <li>• <b>Invoices from 2019-2020 snowmobile season (pre-construction, construction &amp; maintenance, and leases)</b></li> <li>• <b><i>Sign and Post Orders</i></b></li> <li>• <b><i>Equipment Logs</i></b></li> </ul>
May 2020	DNR process all invoices, sign orders, and equipment logs for the 2019-2020 snowmobile season

# Important Dates and Deadlines

## 2020-2021

July 1, 2020	<b>Clubs can begin canceling unnecessary leases and signing new leases for the 2020-2021 snowmobile season</b>
September 1, 2020	<b>Clubs can submit pre-construction invoices (Invoices will only be processed and paid once clubs submit proof of payment for 2019-2020 leases to the DNR)</b>
Fall 2020	<b>DNR Fall Snowmobile Trail Cooperators Meeting</b>
November 1, 2020	First official day of “Snowmobile Season” (Leases begin for most)
November 21, 2020	<b>Deadline for clubs to submit new leases for the 2020-2021 season to the DNR</b> <b>Deadline for clubs to submit proof of snowmobile trail insurance to the DNR</b> DNR updates and distributes 2020-2021 Maps and Apps
December 1, 2020	<b><i>Trail must be fully constructed (trail clear, signs &amp; posts in place, mowed if necessary)</i></b> “Snowmobile Riding Season” begins 2020-2021 leases are all file with the DNR
December 2020- March 2021	“Snowmobile Riding Season” <b><i>Trail Managers will open /close, update status, maintain, and groom trail according to the 2019-2021 Snowmobile Trail Program Manual</i></b> DNR will perform trail inspections as condition and time allows DNR will complete inspection reports within 2 weeks of inspection
March 31, 2021	Last day of “Snowmobile Riding Season”
April 1, 2021	<b>Clubs can submit invoices from 2020-2021 season</b>
April 15, 2021	Last official day of snowmobile season (Leases end for most) <b>Deadline to have trail deconstructed and cleaned up</b>



April 2021

**DNR Spring Snowmobile Trail Cooperators Meeting**

April 30, 2021

**Deadline to submit:**

- **Invoices from 2020-2021 snowmobile season (pre-construction, construction & maintenance, and leases)**
- *Sign and Post Orders*
- *Equipment Logs*

May 2021

DNR process all invoices, sign orders, and equipment logs for the 2020-2021 snowmobile season

## Snowmobile Budget for 2019 - 2021 Biennium

### Snowmobile

updated 1/23/19

#### Contractual Seasonal Cost per Trail

	Buffalo Run	Heritage	Miami	Salamonie	totals
Miles of trail	68	34	61	32	195
Pre-construction payment	\$1,500	\$1,500	\$1,500		\$4,500
Trail Construction (\$65/mile)	\$4,420	\$2,210	\$3,965		\$10,595
<b>Total Trail development &amp; Maintenance per year</b>	<b>\$5,920</b>	<b>\$3,710</b>	<b>\$5,465</b>		<b>\$15,095</b>
Lease Payment per year	\$22,250	\$12,389	\$21,192	\$0	\$55,831
Lease Payment per year + 10% *	\$24,475	\$13,628	\$23,311	\$0	\$61,414
<b>Total per Trail</b>	<b>\$30,395</b>	<b>\$17,338</b>	<b>\$28,776</b>	<b>\$0</b>	\$76,509

\$60,790      \$34,676      \$57,552

**Total min fixed costs** (payments even if there is no snow)

**\$70,926**

#### **Total Contactrual Costs per year**

Cooperative Maintenance Agreements

\$76,509

**Subtotal**

**\$76,509**

#### **Other yearly expenses (estimated)**

Signs, Post, and Tape

\$10,000

Adminstrative Costs (staff salary, travel costs, etc.)

\$15,000

Equipment repairs

\$5,000

**Subtotal**

**\$30,000**

#### **Total yearly budget for snowmobile program**

**\$106,509**

\* lease payment +10% covers club administrative costs and unforeseen lease additions during the term of the cooperative agreement

## **Appendix A: Snowmobile Rules and Regulations**

### **IC 14-16-1 ARTICLE 16. REGULATION OF LAND RECREATION**

#### **Chapter 1. Off-Road Vehicles**

#### **IC 14-16-1-1**

##### **Legislative intent**

Sec. 1. It is the general intent and purpose of the general assembly in enacting this chapter to promote:

- (1) safety for persons and property;
- (2) responsible enjoyment in and connected with the use and operation of off-road vehicles and snowmobiles; and
- (3) understanding consistent with the rights of all the citizens of Indiana.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.35.*

#### **IC 14-16-1-1.5**

##### **"Alcoholic beverage" defined**

Sec. 1.5. As used in this chapter, "alcoholic beverage" has the meaning set forth in IC 7.1-1-3-5.

*As added by P.L.219-2005, SEC.16.*

#### **IC 14-16-1-1.8**

##### **"Collector snowmobile"**

Sec. 1.8. (a) This section expires January 1, 2017.

(b) As used in this chapter, "collector snowmobile" means a snowmobile that is:

- (1) at least twenty-five (25) years old; and
- (2) owned and operated as a collector snowmobile for participation in special events of limited duration, including races, parades, and other group events.

*As added by P.L.86-2010, SEC.5. Amended by P.L.259-2013, SEC.30.*

#### **IC 14-16-1-2**

##### **"Dealer"**

Sec. 2. As used in this chapter, "dealer" means a person engaged in the commercial sale of off-road vehicles or snowmobiles.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.36.*

#### **IC 14-16-1-3**

##### **Repealed**

*(Repealed by P.L.225-2005, SEC.25.)*

#### **IC 14-16-1-4**

##### **"Operate"**

Sec. 4. As used in this chapter, "operate" means to:

- (1) ride in or on; and
- (2) be in actual physical control of the operation of; a vehicle.

*As added by P.L.1-1995, SEC.9. Amended by P.L.225-2005, SEC.11*

### **IC 14-16-1-5**

#### **"Operator"**

Sec. 5. As used in this chapter, "operator" means an individual who:

- (1) operates; or
- (2) is in actual physical control of;

an off-road vehicle or a snowmobile.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.38.*

### **IC 14-16-1-6**

#### **"Owner"**

Sec. 6. As used in this chapter, "owner" means a person, other than a lienholder, who:

- (1) has the property in or title to; and
- (2) is entitled to the use or possession of;

an off-road vehicle or a snowmobile.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.39.*

### **IC 14-16-1-7**

#### **"Vehicle"**

Sec. 7. As used in this chapter, "vehicle" refers to an off-road vehicle or a snowmobile.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.40.*

### **IC 14-16-1-8**

#### **Registration; requirement; exemptions**

Sec. 8. (a) Except as otherwise provided, the following may not be operated on public property unless registered:

- (1) An off-road vehicle.
- (2) A snowmobile (including a collector snowmobile).

(b) Except as provided under subsection (c), the following must be registered under this chapter:

- (1) A vehicle that is purchased after December 31, 2003.
- (2) A collector snowmobile.

(c) Registration is not required for the following vehicles:

- (1) An off-road vehicle that is exclusively operated in a special event of limited duration that is conducted according to a prearranged schedule under a permit from the governmental unit having jurisdiction.
- (2) A vehicle being operated by a nonresident of Indiana as authorized under section 19 of this chapter.
- (3) A vehicle being operated for purposes of testing or demonstration with temporary placement of numbers as set forth in section 16 of this chapter.
- (4) A vehicle the operator of which has in the operator's

possession a bill of sale from a dealer or private individual that includes the following:

- (A) The purchaser's name and address.
- (B) A date of purchase that is not more than thirty-one (31)

days preceding the date that the operator is required to show the bill of sale.

(C) The make, model, and vehicle number of the vehicle provided by the manufacturer as required by section 13 of this chapter.

(5) A vehicle that is owned or leased and used for official business by:

(A) the state;

(B) a municipal corporation (as defined in IC 36-1-2-10); or

(C) a volunteer fire department (as defined in IC 36-8-12-2).

(d) This section expires January 1, 2017.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.41;*

*P.L.225-2005, SEC.12; P.L.86-2010, SEC.6; P.L.25-2011, SEC.1;*

*P.L.259-2013, SEC.31.*

### **IC 14-16-1-9**

#### **Registration; application, issuance, and certificate**

Sec. 9. (a) The owner of each vehicle required to be registered under this chapter must do the following every three (3) years:

(1) File an application for registration with the department on forms provided by the department.

(2) Sign the application.

(3) If the off-road vehicle is purchased after December 31, 2003, include a copy of:

(A) the bill of sale; or

(B) the certificate of title;  
for the off-road vehicle.

(4) Include a signed affidavit in which the applicant swears or affirms that the information set forth in the application by the applicant is correct.

(5) Pay a fee of thirty dollars (\$30).

(b) Upon receipt of an application in approved form, the department shall enter the application upon the department's records and issue to the applicant the following:

(1) A certificate of registration containing the following:

(A) The number awarded to the vehicle.

(B) The name and address of the owner.

(C) Other information that the department considers necessary.

(2) Two (2) decals indicating the vehicle's registration number and the year in which the registration will expire that must be attached to the vehicle as provided in section 11.5 of this chapter.

(c) A certificate of registration must:

(1) be pocket size;

(2) accompany the vehicle; and

(3) be made available for inspection upon demand by a law enforcement officer.

(d) When the registration under this chapter of an off-road vehicle or snowmobile expires after December 31, 2013, the owner of the vehicle must register the off-road vehicle or snowmobile under

IC 9-18-2.5.

(e) This section expires January 1, 2017.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.42; P.L.25-2011, SEC.2; P.L.259-2013, SEC.32.*

#### **IC 14-16-1-9.5**

##### **Registration; certificate of title for off-road vehicle**

Sec. 9.5. (a) This section expires January 1, 2017.

(b) Registration under this chapter does not relieve an owner of an off-road vehicle from any requirement to obtain a certificate of title for the off-road vehicle under IC 9-17-2.

*As added by P.L.219-2005, SEC.17. Amended by P.L.259-2013, SEC.33.*

#### **IC 14-16-1-10**

##### **Use of revenues**

Sec. 10. (a) The revenues obtained under this chapter shall be deposited into the off-road vehicle and snowmobile fund under IC 14-16-1-30.

(b) This section expires January 1, 2017.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.43; P.L.259-2013, SEC.34.*

#### **IC 14-16-1-11**

##### **Display of registration decals; registration expiration**

Sec. 11. (a) The department may adopt rules for the size and placement of registration decals upon vehicles.

(b) Not earlier than ninety (90) days before the expiration date of a certificate, a registration renewal decal or other device may be issued indicating that the certificate of registration is in full force and effect. The department shall adopt rules under IC 4-22-2 prescribing the display of the decal or other device.

(c) An initial certificate of registration and a renewal of a certificate awarded under this chapter expires three (3) years from the date of purchase of the certificate unless the certificate is canceled.

(d) The department may:

(1) award a certificate of number directly; or

(2) authorize a person to act as the department's agent for the awarding.

(e) This section expires January 1, 2017.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.44; P.L.259-2013, SEC.35.*

#### **IC 14-16-1-11.5**

##### **Decal placement; decal replacement**

Sec. 11.5. (a) The owner of a vehicle shall attach the decals issued under section 9 of this chapter on the forward half of the vehicle. All decals shall be maintained in a legible condition and displayed only for the period for which the registration is valid.

(b) If a registration decal is lost or destroyed, the owner may apply for a duplicate on forms provided by the department. An

application submitted under this subsection must be accompanied by a fee established by the department for each decal. Upon receipt of a proper application and the required fee, the department shall issue a duplicate registration decal to the owner.

(c) This section expires January 1, 2017.

*As added by P.L.186-2003, SEC.45. Amended by P.L.259-2013, SEC.36.*

#### **IC 14-16-1-12**

##### **Public records**

Sec. 12. Records of the department made or kept under this chapter are public records except as otherwise provided.

*As added by P.L.1-1995, SEC.9.*

#### **IC 14-16-1-13**

##### **Vehicle number**

Sec. 13. (a) This section expires January 1, 2017.

(b) A manufacturer of a vehicle shall stamp into the frame of the vehicle the vehicle number, which is an identifying number unique to the vehicle. The number shall be stamped where the number is easily visible with a minimum of physical effort. A manufacturer shall furnish to a requesting police agency or the department information as to the location of vehicle numbers on vehicles the manufacturer produces. The vehicle number shall be printed on the registration certificate issued by the department to the vehicle owner.

*As added by P.L.1-1995, SEC.9. Amended by P.L.259-2013, SEC.37.*

#### **IC 14-16-1-14**

##### **Surrender and transfer of certificate**

Sec. 14. (a) The owner of a vehicle required to be registered under this chapter shall notify the department within fifteen (15) days if any of the following conditions exist:

(1) The vehicle is destroyed or abandoned.

(2) The vehicle is sold or an interest in the vehicle is transferred wholly or in part to another person.

(3) The owner's address no longer conforms to the address appearing on the certificate of registration.

(b) The notice must consist of a surrender of the certificate of registration on which the proper information shall be noted on a place to be provided.

(c) If the surrender of the certificate is required because the vehicle is destroyed or abandoned, the department shall cancel the certificate and enter that fact in the records. The number then may be reassigned.

(d) If the surrender is required because of a change of address on the part of the owner, the department shall record the new address. Upon payment of a fee established by the commission, a certificate of registration bearing the new information shall be returned to the owner.

(e) The transferee of a vehicle registered under this chapter shall, within fifteen (15) days after acquiring the vehicle, make application

to the department for transfer to the transferee of the certificate of registration issued to the vehicle. The transferee shall provide the transferee's name and address and the number of the vehicle and pay to the department a fee established by the department. Upon receipt of the application and fee, the department shall transfer the certificate of registration issued for the vehicle to the new owner. Unless the application is made and the fee paid within fifteen (15) days, the vehicle is considered to be without a certificate of registration and a person may not operate the vehicle until a certificate is issued.

(f) This section expires January 1, 2017.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.46; P.L.246-2005, SEC.117; P.L.259-2013, SEC.38.*

### **IC 14-16-1-15**

#### **Duplicate certificates**

Sec. 15. (a) This section expires January 1, 2017.

(b) If a certificate of registration is lost, mutilated, or illegible, the owner of the vehicle may obtain a duplicate of the certificate upon application and payment of a fee established by the commission.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.47; P.L.246-2005, SEC.118; P.L.259-2013, SEC.39.*

### **IC 14-16-1-16**

#### **Certificates for testing or demonstrating vehicles**

Sec. 16. (a) A dealer or manufacturer may obtain certificates of registration for use in the testing or demonstrating of vehicles upon the following:

(1) Application to the department upon forms provided by the department.

(2) Payment of a fee established by the department for each of the first two (2) registration certificates. Additional certificates that the dealer requires may be issued for a fee established by the commission.

(b) An applicant may use a certificate issued under this section only in the testing or demonstrating of vehicles by temporary placement of the numbers on the vehicle being tested or demonstrated. A certificate issued under this section may be used on only one (1) vehicle at any given time. The temporary placement of numbers must conform to the requirements of this chapter or rules adopted under this chapter.

(c) A certificate issued under this section is valid for three (3) years.

(d) This section expires January 1, 2017.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.48; P.L.246-2005, SEC.119; P.L.259-2013, SEC.40.*

### **IC 14-16-1-17**

#### **Expired**

*(Expired 1-1-2014 by P.L.259-2013, SEC.41.)*



## **IC 14-16-1-18**

### **Duties of dealers**

Sec. 18. (a) A dealer shall maintain in safe operating condition all vehicles rented, leased, or furnished by the dealer. The dealer or the dealer's agents or employees shall explain the operation of a vehicle being rented, leased, or furnished. If the dealer or the dealer's agent or employee believes the person to whom the vehicle is to be rented, leased, or furnished is not competent to operate the vehicle with safety to the person or others, the dealer or the dealer's agent or employee shall refuse to rent, lease, or furnish the vehicle.

(b) A dealer renting, leasing, or furnishing a vehicle shall carry a policy of liability insurance subject to minimum limits, exclusive of interest and costs, with respect to the vehicle as follows:

(1) Twenty thousand dollars (\$20,000) for bodily injury to or death of one (1) person in any one (1) accident.

(2) Subject to the limit for one (1) person, forty thousand dollars (\$40,000) for bodily injury to or death of at least two (2) persons in any one (1) accident.

(3) Ten thousand dollars (\$10,000) for injury to or destruction of property of others in any one (1) accident.

(c) In the alternative, a dealer may demand and must be shown proof that the person renting, leasing, or being furnished a vehicle carries a liability policy of at least the type and coverage specified in subsection (b).

(d) A dealer:

(1) shall prepare an application for a certificate of title as required by IC 9-17-2-1.5 for a purchaser of an off-road vehicle and shall submit the application for the certificate of title in the format required by IC 9-17-2-2 to the bureau of motor vehicles; and

(2) may charge a processing fee for this service that may not exceed ten dollars (\$10).

(e) This subsection does not apply to an off-road vehicle that is at least five (5) model years old. After January 1, 2008, a dealer may not have on its premise an off-road vehicle that does not have a certificate of:

(1) origin from its manufacturer; or

(2) title issued by;

(A) the bureau of motor vehicles or its equivalent in another state; or

(B) a foreign country.

*As added by P.L.1-1995, SEC.9. Amended by P.L.219-2005, SEC.18.*

## **IC 14-16-1-19**

### **Vehicles registered in foreign nation or state**

Sec. 19. A vehicle registered in another state or country to a nonresident of Indiana may be operated within Indiana under authority of the registration for a period not to exceed twenty (20) days in one (1) year.

*As added by P.L.1-1995, SEC.9.*

## **IC 14-16-1-20**

### **Operation on highways and roads**

Sec. 20. (a) Except as provided in IC 9-21-1-3(a)(14) and IC 9-21-1-3.3, an individual may not operate a vehicle required to be registered under this chapter or under IC 9-18-2.5 upon a public highway, street, or rights-of-way thereof or on a public or private parking lot not specifically designated for the use of vehicles, except under the following conditions:

(1) A vehicle may be operated on the public right-of-way adjacent to the traveled part of the public highway, except a limited access highway, if there is sufficient width to operate at a reasonable distance off and away from the traveled part and in a manner so as not to endanger life or property.

(2) The operator of a vehicle may cross a public highway, other than a limited access highway, at right angles for the purpose of getting from one (1) area to another when the operation can be done in safety. The operator shall bring the vehicle to a complete stop before proceeding across a public highway and shall yield the right-of-way to all traffic.

(3) Notwithstanding this section, a vehicle may be operated on a highway in a county road system outside the corporate limits of a city or town if the highway is designated for this purpose by the county highway department having jurisdiction.

(4) A law enforcement officer of a city, town, or county or the state may authorize use of a vehicle on the public highways, streets, and rights-of-way within the officer's jurisdiction during emergencies when conventional motor vehicles cannot be used for transportation due to snow or other extreme highway conditions.

(5) A vehicle may be operated on a street or highway for a special event of limited duration conducted according to a prearranged schedule only under permit from the governmental unit having jurisdiction. The event may be conducted on the frozen surface of public waters only under permit from the department.

(b) An individual less than fourteen (14) years of age may not operate a vehicle without immediate supervision of an individual at least eighteen (18) years of age, except on land owned or under the control of the individual or the individual's parent or legal guardian.

(c) An individual may not operate a vehicle on a public highway without a valid motor vehicle driver's license.

(d) A vehicle may not be used to hunt, pursue, worry, or kill a wild bird or a domestic or wild animal.  
*As added by P.L.1-1995, SEC.9. Amended by P.L.259-2013, SEC.42.*

## **IC 14-16-1-21**

### **Lights and brakes**

Sec. 21. (a) A vehicle may not be operated between sunset and sunrise unless the vehicle has at least one (1) headlight and one (1) taillight.

(b) A vehicle may not be operated at any time unless the vehicle has adequate brakes capable of producing deceleration at fourteen

(14) feet a second on level ground at a speed of twenty (20) miles per hour.

*As added by P.L.1-1995, SEC.9. Amended by P.L.14-1998, SEC.2.*

#### **IC 14-16-1-22**

##### **Local ordinances**

Sec. 22. A county, city, or town may pass an ordinance regulating the operation of vehicles if the ordinance meets substantially the minimum requirements of this chapter. However, a county, city, or town may not adopt an ordinance that does any of the following:

- (1) Imposes a fee for a license.
- (2) Specifies accessory equipment to be carried on the vehicles.
- (3) Requires a vehicle operator to possess a driver's license issued under IC 9-24-11 while operating an off-road vehicle or snowmobile.
- (4) Imposes a dry weight limitation of less than two thousand (2,000) pounds.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.49; P.L.86-2010, SEC.7.*

#### **IC 14-16-1-23**

##### **Restrictions on operation; exceptions**

Sec. 23. (a) An individual shall not operate a vehicle under any of the following conditions:

- (1) At a rate of speed greater than is reasonable and proper having due regard for existing conditions or in a manner that unnecessarily endangers the person or property of another.
- (2) While:
  - (A) under the influence of an alcoholic beverage; or
  - (B) unlawfully under the influence of a narcotic or other habit forming or dangerous depressant or stimulant drug.
- (3) During the hours from thirty (30) minutes after sunset to thirty (30) minutes before sunrise without displaying a lighted headlight and a lighted taillight.
- (4) In a forest nursery, a planting area, or public land posted or reasonably identified as an area of forest or plant reproduction and when growing stock may be damaged.
- (5) On the frozen surface of public waters within:
  - (A) one hundred (100) feet of an individual not in or upon a vehicle; or
  - (B) one hundred (100) feet of a fishing shanty or shelter; except at a speed of not more than five (5) miles per hour.
- (6) Unless the vehicle is equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke.
- (7) Within one hundred (100) feet of a dwelling between midnight and 6:00 a.m., except on the individual's own property or property under the individual's control or as an invited guest.
- (8) On any property without the consent of the landowner or tenant.
- (9) While transporting on or in the vehicle a firearm, unless the firearm is:

- (A) unloaded; and
  - (B) securely encased or equipped with and made inoperative by a manufactured keylocked trigger housing mechanism.
- (10) On or across a cemetery or burial ground.
- (11) Within one hundred (100) feet of a slide, ski, or skating area, except for the purpose of servicing the area.
- (12) On a railroad track or railroad right-of-way, except railroad personnel in the performance of duties.
- (13) In or upon a flowing river, stream, or creek, except for the purpose of crossing by the shortest possible route, unless the river, stream, or creek is of sufficient water depth to permit movement by flotation of the vehicle at all times.
- (14) An individual shall not operate a vehicle while a bow is present in or on the vehicle if the nock of an arrow is in position on the string of the bow.
- (b) Subsection (a)(9) does not apply to a person who is carrying a firearm:
- (1) if:
    - (A) the firearm is a handgun; and
    - (B) the person has been issued an unlimited handgun license
  - (2) if:
    - (A) the firearm is a handgun; and
    - (B) the person is not required to possess a license to carry a handgun under IC 35-47-2-2; or
  - (3) if the person carrying the firearm is operating the vehicle on property that the person:
    - (A) owns;
    - (B) has a contractual interest in;
    - (C) otherwise legally possesses; or
    - (D) has permission from a person described in clauses (A) through (C) to possess a firearm on.

*As added by P.L.1-1995, SEC.9. Amended by P.L.181-1995, SEC.2; P.L.186-2003, SEC.50; P.L.219-2005, SEC.19; P.L.35-2011, SEC.1.*

#### **IC 14-16-1-24**

##### **Duties in case of accident**

Sec. 24. (a) The operator of a vehicle involved in an accident resulting in serious bodily injury to or death of an individual or property damage in an estimated amount of at least seven hundred fifty dollars (\$750) shall immediately, by the quickest means of communication, notify at least one (1) of the following:

- (1) A state police officer or conservation officer.
  - (2) The sheriff's office of the county where the accident occurred.
  - (3) The office of the police department of the municipality where the accident occurred.
- (b) The police agency receiving the notice shall do the following:
- (1) Complete a report of the accident on forms prescribed by the director.
  - (2) Forward the report to the director.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.51.*

#### **IC 14-16-1-25**

### **Enforcement powers**

Sec. 25. (a) All law enforcement officers in Indiana shall enforce this chapter.

(b) The attorney general and prosecuting attorneys have concurrent power to approve, file, and prosecute an affidavit charging a violation of this chapter.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.52.*

### **IC 14-16-1-26**

#### **Duties of department; trail land purchases**

Sec. 26. (a) This subsection expires January 1, 2014. The department shall do the following:

(1) Prescribe the form of accident reports and registration certificates and the form of application for the certificates.

(2) Conduct a campaign of education with respect to safety in the operation of vehicles in connection with the use and enjoyment of the public and private land of Indiana and with respect to Indiana laws relating to vehicles.

(3) Construct and maintain vehicle trails on public and private land consistent with the intent of this chapter.

(b) Notwithstanding any other law, the department may purchase land for off-road vehicle and snowmobile trails only from a willing seller of the land.

(c) This subsection applies after December 31, 2013. The department shall do the following:

(1) Prescribe the form of accident reports.

(2) Conduct a campaign of education with respect to safety in the operation of vehicles in connection with the use and enjoyment of the public and private land of Indiana and with respect to Indiana laws relating to vehicles.

(3) Construct and maintain off-road vehicle trails on public and private land consistent with the intent of this chapter.

*As added by P.L.1-1995, SEC.9. Amended by P.L.186-2003, SEC.53; P.L.259-2013, SEC.43.*

### **IC 14-16-1-27**

#### **Operation on public property**

Sec. 27. An individual may not operate a vehicle:

(1) on public property without the consent of the state or an agency of the state; or

(2) in a United States forest without the consent of the United States Forest Service.

*As added by P.L.1-1995, SEC.9.*

### **IC 14-16-1-28**

#### **Duties of landowners and tenants**

Sec. 28. (a) Except as provided in subsection (e), landowners and tenants of land do not owe a duty of care to do any of the following:

(1) Keep their premises safe for entry or use by persons operating, using, or riding in vehicles for recreational purposes.

(2) Give a warning of a dangerous condition, use, structure, or activity on their premises to such persons.

(b) Except as provided in subsection (d), a landowner or tenant

who invites or permits a person to operate, use, or ride in a vehicle for recreational purposes on the landowner's or tenant's property does not do any of the following:

- (1) Make any representation or extend any assurances that the premises are safe for any purpose.
- (2) Confer upon the person the legal status of invitee or licensee to whom a duty of care is owed.
- (3) Assume responsibility for or incur liability for any injury to a person or property caused by an act or omission of the person.
- (c) Unless otherwise agreed in writing, this section is considered applicable to the duties and

liabilities of:

- (1) an owner of land leased to; or
- (2) the owner of an interest or a right in land transferred to or the subject of an agreement with; the United States or an agency or a subdivision of the United States or the state or an agency or a subdivision of the state.

(d) This section does not do the following:

- (1) Limit in any way any liability that otherwise exists.

(2) Apply to the following:

(A) Willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity.

(B) Deliberate, willful, or malicious injury to a person or property.

(C) Injury suffered in any case where the owner of land or tenant charges a fee or admission charge or other valuable consideration to a person who enters or uses the land with a vehicle for the purpose of using the vehicle for recreational purposes.

However, if land or an interest or a right in land is leased or transferred to or the subject of an agreement with the United States or an agency or a subdivision of the United States or to the state or an agency or subdivision of the state, any consideration received by the holder of the lease, interest, right, or agreement is not considered a charge under this section.

(e) This section does not do any of the following:

(1) Create or increase a duty of care or ground of liability for injury to a person or property.

(2) Relieve a person using a vehicle for recreational purposes upon the land of another from an obligation that the person may have in the absence of this section to exercise care in the use of the land and the person's activities on the land or from the legal consequences of failure to employ care.

*As added by P.L.1-1995, SEC.9.*

### **IC 14-16-1-29**

#### **Violations**

Sec. 29. (a) A person who violates section 8, 9, 11.5, 13, 14, 20, 21, 23(a)(3) through 23(a)(14), or 27 of this chapter commits a Class C infraction.

(b) A person who knowingly or intentionally violates section 17, 18(a), 18(b), 18(c), 23(a)(1), 23(a)(2), or 24 of this chapter commits a Class B misdemeanor.

(c) A person who violates section 18(d) or 18(e) of this chapter commits a Class A infraction.

*As added by P.L.1-1995, SEC.9. Amended by P.L.181-1995, SEC.3; P.L.155-2002, SEC.5 and P.L.158-2002, SEC.4; P.L.186-2003, SEC.54; P.L.225-2005, SEC.13; P.L.219-2005, SEC.20; P.L.1-2006, SEC.210; P.L.195-2014, SEC.12.*

### **IC 14-16-1-30**

#### **Off-road vehicle and snowmobile fund**

Sec. 30. (a) As used in this section, "fund" refers to the off-road vehicle and snowmobile fund established by subsection (b).

(b) The off-road vehicle and snowmobile fund is established. The fund shall be administered by the department.

(c) The fund consists of the revenues obtained under this chapter and IC 9-18-2.5, appropriations, and donations. Money in the fund shall be used for the following purposes:

- (1) Enforcement and administration of this chapter.
- (2) Constructing and maintaining off-road vehicle trails.
- (3) Constructing and maintaining snowmobile trails.
- (4) Paying the operational expenses of properties:
  - (A) that are managed by the department; and
  - (B) on which are located off-road vehicle or snowmobile trails.

(5) Costs incurred by the bureau of motor vehicles to operate and maintain the off-road vehicle and snowmobile registration program established under IC 9-18-2.5.

(d) The treasurer of state shall invest the money in the fund not currently needed to meet the obligations of the fund in the same manner as other public money may be invested.

(e) Money in the fund at the end of the state fiscal year does not revert to the state general fund.

*As added by P.L.186-2003, SEC.55. Amended by P.L.25-2011, SEC.3; P.L.259-2013, SEC.44.*

#### **IC 14-16-1-31**

##### **Dry weight limitation of less than 2,000 pounds**

Sec. 31. The department may not adopt a rule, regulation, or guideline that, with respect to an off-road vehicle, imposes a dry weight limitation of less than two thousand (2,000) pounds.

*As added by P.L.86-2010, SEC.8.*

Additional rules that apply:

## **ARTICLE 7. TRAILS AND SCENIC RIVERS**

### **Rule 1. Snowmobile Trails**

#### **312 IAC 7-1-1 Applicability**

Authority: IC 14-10-2-4

Affected: IC 14

Sec. 1. This rule governs the use of snowmobile trails that have been designated by the department. (Natural Resources Commission; 312 IAC 7-1-1; filed Aug 20, 1997, 7:15 a.m.: 21 IR 25; readopted filed Jul 28, 2003, 12:00 p.m.: 27 IR 286; readopted filed May 26, 2009, 11:20 a.m.: 20090624-IR-312090153RFA)

#### **312 IAC 7-1-2 Snowmobile trails; seasons and controls**

Authority: IC 14-10-2-4

Affected: IC 14

Sec. 2. (a) A snowmobile trail is open only:

- (1) from December 1 through March 31;
- (2) if there are at least four (4) inches of snow on the ground; and
- (3) if the trail is generally covered with snow.

(b) The department shall designate persons to determine whether the requirements of subsection (a) are satisfied. These persons shall cause the trails to be posted as either open or closed at each trailhead. (Natural Resources Commission; 312 IAC 7-1-2; filed Aug 20, 1997, 7:15 a.m.: 21 IR 25; readopted filed Jul 28, 2003, 12:00 p.m.: 27 IR 286; readopted filed May 26, 2009, 11:20 a.m.: 20090624-IR-312090153RFA)

#### **312 IAC 7-1-3 Use of wheeled vehicles prohibited; exceptions**

Authority: IC 14-10-2-4

Affected: IC 14

Sec. 3. (a) Except as provided in subsection (b), a person must not operate a wheeled vehicle on a designated snowmobile trail.

(b) The following are exempted from the general prohibition against the operation of a wheeled vehicle on a snowmobile trail:

- (1) A person operating a wheeled vehicle on a road where it intersects with a snowmobile trail.
- (2) A person operating equipment for the purpose of grooming a snowmobile trail.
- (3) A person who operates a wheeled vehicle while crossing a snowmobile trail on land which the person owns or leases.

(Natural Resources Commission; 312 IAC 7-1-3; filed Aug 20, 1997, 7:15 a.m.: 21 IR 25; readopted filed Jul 28, 2003, 12:00 p.m.: 27 IR 286; readopted filed May 26, 2009, 11:20 a.m.: 20090624-IR-312090153RFA)



## Appendix B: Sample Cooperative Agreement

All **red text** in this document will be filled out by the DNR for each individual club in the cooperative agreement. When you get your electronic copy, verify that all of this information is correct before signing electronically.

### **Page One of Cooperative Agreement (pg. 34 in this document)**

1. Name of snowmobile club
2. Name of snowmobile trail
3. County where snowmobile trail is located

### **Page Three of Cooperative Agreement (pg. 36 in this document)**

4. Equipment provided by state with tag numbers
5. Address for equipment storage
6. Maximum amount for two-year contract
7. Number of miles
8. Landowner leases amount per snowmobile season (determined by DNR x 10%)
9. Maximum amount per snowmobile season
10. Term of contract

### **Page Fourteen of Cooperative Agreement (pg 48 in this document)**

11. Club information (name, president, address, and phone number)

### **Page Sixteen of Cooperative Agreement (pg. 53 in this document)**

12. Name of snowmobile club

**PROFESSIONAL SERVICES CONTRACT**

**EDS # \_\_\_\_\_**

This Contract (“this Contract”), entered into by and between the Indiana Department of Natural Resources (the “State”) and **Club X (the “Contractor”)**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:

WHEREAS, pursuant to IC 14-16-1-26, the State is desirous of constructing and maintaining a snowmobile trail on private land for the use of the public and **“Insert Name” Trail**, located in **“Insert Name” County** (hereinafter the "State Designated Trail"), the location and length of which is shown in Attachment “A”, attached hereto and made a part hereof; and

WHEREAS, the Contractor has the necessary knowledge, expertise, and capability to secure leases, provide payments for leases, provide construction, grooming, and maintenance services in cooperation with the State in connection with the State Designated Trail pursuant to the guidelines set forth in Attachment B, *The 2017-2019 Snowmobile Trail Program Manual*; and

WHEREAS, the State and the Contractor each desire to enter into this Cooperative Agreement for the purpose of making the State Designated Trail available and suitable for the use and enjoyment of the citizens of the State of Indiana.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree to the following terms, conditions, and provisions:

#### **DEFINITIONS**

The following definitions shall govern the interpretation and meaning of this Agreement:

- a. "State Designated Trail" shall mean a snowmobile trail that is determined to be such by the State and shown on Exhibit A.
- b. "Designated Trailheads" shall mean trailheads determined to be such by the State for the State Designated Trail.
- c. “Snowmobile Season" shall mean the twenty two (22) week period from November 1<sup>st</sup> to April 15th. The trail shall only be eligible to be open to public recreational use from December 1<sup>st</sup> to March 31st.
- d. Landowner shall mean any person or entity that owns property that has snowmobile trail on it.
- e. Grooming shall mean the activity of producing a smooth surface of snow with a uniform high density through the use of mechanical equipment.

#### **ESTABLISHMENT OF TRAIL**

- a. The Contractor may recommend the locations for a trail and trailheads to the State, but the final selection and determination of the location of each State Designated Trail and all Designated Trailheads shall be made by the State.
- b. The State shall provide the Contractor with maps that depict the locations of all State Designated Trails in the State of Indiana.
- c. The Contractor shall obtain the cooperation and consent of landowners to lease their property for the Designated Trail and Designated Trailheads.

#### **OBTAINING LANDOWNER CONSENT**

- a. The Contractor is responsible for negotiating a lease with each landowner whose property is used for the snowmobile trail. The Contractor and the State shall work together to determine landowners.
- b. The Contractor is responsible for paying the landowner two dollars (\$2.00) per acre or seventy five (\$75) per quarter mile of trail used for the use and occupation of the Premises during the Snowmobile Season. Payment may be waived by written consent of the landowner.
- c. The lease document to be used by the Contractor must be approved by the State prior to its use.

### **CONSTRUCTION, GROOMING, AND MAINTENANCE OF TRAIL**

- a. The Contractor shall construct the State Designated Trail and Designated Trailheads in the location determined by the State, but shown generally on Attachment A.
- b. The Contractor shall erect and maintain all necessary signs along the State Designated Trail and at the Designated Trailheads during the Snowmobile Season and, if required by the landowners, shall remove same within 2 (two) weeks after the close of each Snowmobile Season.
- c. The Contractor shall construct and maintain the State Designated Trail and Designated Trailheads in accordance with standards provided in the *2017-2019 Indiana Snowmobile Trails Program Manual*.
- d. The Contractor shall keep the State Designated Trail and Designated Trailheads free from litter, debris, and materials that may pose a hazard to users.
- e. The Contractor shall groom the State Designated Trail and maintain the Designated Trailheads in accordance with commercially reasonable and accepted standards.

### **DESIGNATION UNDER 312 IAC 7-1-2**

Pursuant to 312 IAC 7-1-2(b), the Contractor is hereby designated as the entity who shall determine whether the requirements of 312 IAC 7-1-2(a) governing the conditions under which a snowmobile trail may be open are satisfied. Contractor shall cause the State Designated Trail to be posted as either “Open” or “Closed” at all Designated Trailheads. Contractors will also follow all procedures for opening or closing a trail outlined in the *2017-2019 Snowmobile Trail Program Manual*.

### **EQUIPMENT AND SIGNS**

- a. The State shall bear the cost of and make available to the Contractor equipment necessary for the proper grooming of the State Designated Trail and the signing of the Designated Trailheads.
- b. All such equipment shall be maintained by the Contractor in accordance with the specifications of the manufacturer and shall remain the property of the State and be returned to the State, upon request, at the termination or expiration of this Agreement in a satisfactory condition, reasonable use and ordinary wear and tear excepted. The State may bear the cost of any equipment repairs over \$500.00. The Contractor shall bear the cost of other repairs and seasonal equipment maintenance expenses.
- c. The Contractor shall allow only authorized, trained, and well-qualified agents of the Club to operate and use such equipment. The State may preempt the usage of such equipment by the Contractor upon notice and may terminate such usage upon demand.

d. Equipment provided by the State shall include:

Equipment Name	Tag #
Equipment Name	Tag #
Equipment Name	Tag #
Equipment Name	Tag #
Equipment Name	Tag #

e. Equipment provided by the State shall be stored at:

Location Name  
Street Address  
City, IN Zip Code

**2. Consideration.** In consideration of the Contractor's performance of the services specified herein, and upon the Contractor presenting a detailed invoice to the State, the State shall pay the Contractor the following with a total remuneration not to exceed \$\_\_\_\_\_ per Contract:

- a. The Contractor shall be paid **one thousand dollars (\$1500.00)** prior to each of the Snowmobile Seasons for pre-construction costs and completion of landowner leases.
- b. The Contractor shall be paid **sixty-five dollars (\$65.00) per each mile** of \_\_\_ miles of Designated Trail constructed.
- c. The Contractor shall be paid for all landowner leases submitted to the State. The amount shall not exceed \$\_\_\_\_\_. The contractor will submit all landowner payment documentation to the State before the next snowmobile season.
- d. Total remuneration under this Agreement shall not exceed \$\_\_\_\_\_ per snowmobile season.

**3. Term.** This Contract shall be effective for a period of **two (2) years**. It shall commence on **July 1, 2017** and shall remain in effect through **June 30, 2019**.

**4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a “subrecipient” and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

#### **10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor

may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and

2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

#### **14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

#### **16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.



B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug

violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the

Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103),

and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Information Technology Enterprise Architecture Requirements.** If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

**27. Insurance.**

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$1,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of each snowmobile season and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**28. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are \_\_\_\_\_

**29. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**30. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**31. Minority and Women's Business Enterprises Compliance.** Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
---------	-------	--------------	-----------------------------------	-------------	------	---------

---

---

---

---

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

**32. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**33. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: **(Include contact name and/or title, name of agency & address)**

Amy Marisavljevic  
Streams and Trails Specialist

DNR – Division of Outdoor Recreation  
402 W. Washington Street Room W271  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to: **(Include contact name and/or title, name of vendor & address)**

Club X  
c/o President  
Street Address  
City, IN Zip Code

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**34. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP#\_\_\_\_\_, (4) Contractor’s response to RFP#\_\_\_\_\_, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**35. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

**36. Payments.**

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in



advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that if the Contractor is being paid in advance for the maintenance of equipment and/ or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**37. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**38. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**39. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**40. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**41. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**42. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**43. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**44. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**45. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**46. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state

travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**47. Indiana Veteran’s Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s Boilerplate contract clauses (as contained in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Insurance

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**Snowmobile Club X**[Contractor]  
By: \_\_\_\_\_

Indiana Department of Natural Resources  
By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**  
Indiana Department of Administration

**Approved by:**  
State Budget Agency

By: \_\_\_\_\_(for)  
\_\_\_\_\_(for)  
Jessica Robertson, Commissioner

By:  
Jason D. Dudich, Director

Date: \_\_\_\_\_  
\_\_\_\_\_

Date:

**APPROVED as to Form and Legality:**  
Office of the Attorney General

\_\_\_\_\_(for)  
Curtis T. Hill, Jr., Attorney General

Date: \_\_\_\_\_

**Approved by:**  
Indiana Office of Technology

By: \_\_\_\_\_ (for)

Deward Neely, Chief Information Officer

Date: \_\_\_\_\_



# Guidelines for Snowmobile Trail Signing and Placement



## 1.0 Introduction

Snowmobilers travel beyond their local trail systems much more frequently now than ever before. When traveling on unfamiliar trails a riders' enjoyment and safety are greatly enhanced by uniform trail markings, detailed information signage, and careful identification of potential hazards. Few experiences in snowmobiling rival for the unpleasantness feeling of being lost, hungry and low on fuel somewhere along a poorly signed trail system.

The signing suggestions provided in this guide should not be construed as minimizing the rider's responsibility to operate their vehicle in a reasonable, responsible, and prudent manner on the trails.

The trail administrator, land owner, rider, local club, and organized snowmobiling in general all benefit from good basic signing practices.

The purposes of snowmobile trail signs are to:

- a) regulate the flow of traffic along the trails,
- b) inform riders of trail characteristics, and
- c) provide information necessary to the enjoyment of the trail riding experience.

Uniform snowmobile trail signing will:

- a) enhance the safety and security of persons, vehicles, and property,
- b) improve travel within and between districts, and
- c) professionalize and promote recreational snowmobiling.

Many jurisdictions have developed and implemented excellent comprehensive signing programs. In other areas, local traffic conditions or limited resources make elaborate signing systems inappropriate or impossible. The principles and guidelines offered here are intended to complement safe riding practices for a safe and enjoyable trail riding experience.

It should be noted that laws and regulations are different in all of the member jurisdictions. These differences may result in signing program guidelines which vary from this document. This guideline is intended to create uniform signing for snowmobile trails internationally, however liability laws and program mandates need to be reviewed fully by each jurisdiction and an appropriate signing program determined from that review.

## 2.0 Purpose of this Document

This document provides guidelines for the effective placement of signs on recreational snowmobile trails. It should be seen as a process to improve snowmobile trail development in a safe and cost effective manner as opposed to a rigid policy statement. It is anticipated that as a result of ongoing communication and development, these guidelines will continue to evolve through time.

The International Association of Snowmobile Administrators (IASA) recognizes that the suggested guidelines contained in this document may not be the best recommendation, or indeed even practical in certain specific situations. This being the case, IASA would recommend that this document be considered general guidelines for the development of your trail signing program. This sign placement guideline should be used as a supplement to the Guidelines for Snowmobile Trail Signing adopted by the IASA in 2000.

## 3.0 Trail Signing Guidelines

The International Association of Snowmobile Administrators has developed this manual to provide the minimum guidelines for regulatory, caution signs, and trail markers. These guidelines should be applied to all officially designated snowmobile trails. Each state and province should develop guidelines for their own information and guide signs. Their placement should follow the guidelines described in Section 4.





## 4.0 Trail Sign Placement

This section provides basic information on how snowmobile trail signs are to be oriented and installed.

### 4.1 Sign Orientation

The most critical part of sign mounting is understanding how reflective signs work. One good analogy is to think of reflective signs as mirrors. To maximize the nighttime view of the sign it must be placed at eye level, perpendicular to the direction of travel of the trail. This orientation also ensures that the sign is visible over the longest possible period so that the rider has a chance to understand the message and to react accordingly. This important concept is illustrated by Figures 1 and 2.

Figure 3 defines an imaginary "window" for sign locations. Signs should be oriented perpendicular to trail within a 5' x 5' area which starts 3' from the trails edge and 2' above the trail. Signs mounted outside the window will not perform as well.

### 4.1 Sign Orientation

One of the most frequently asked questions in posting signs is how far in advance of the trail condition should the sign be placed. Table 1 on the following page offers some guidance on what the appropriate sign posting distances should be. These recommendations have been developed through a variety of snowmobile and traffic publications, including the Manual on Uniform Traffic Control Devices and field observations. The minimum sign posting distances recommended below pertain only to caution signs.

The sign posting table looks at two situations. The first is a situation where a caution sign is posted so that a snowmobile can come to a complete stop before the trail condition. The most common example of this situation would be a "Stop Ahead," trail sign prior to a STOP sign. The second signing situation is one where a caution sign is posted so that a snowmobiler might have to reduce speed, but not necessarily come to a complete stop. Examples of this situation might be changes in trail direction. A key factor in using Table 1 is the judgment of the signing crew on what the speed of the majority of reasonable snowmobilers in that situation would be and what reduction in speed, if any, would be necessary for the snowmobiler to comfortably and safely negotiate the trail condition.

Figure 1 - Sign orientation, side view

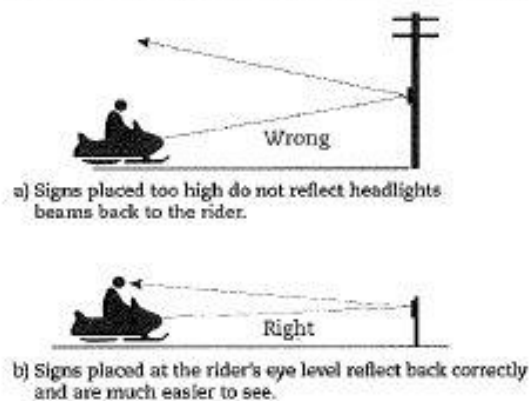


Figure 2 - Sign orientation, plan view

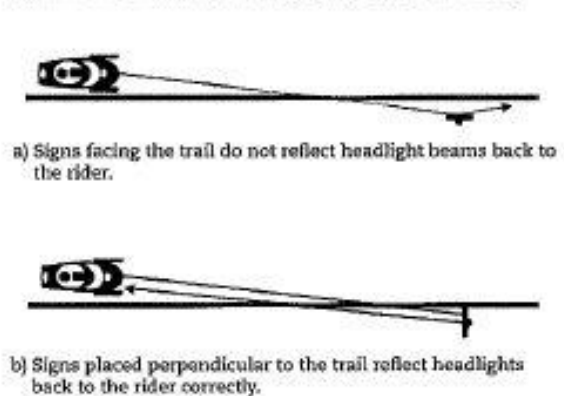
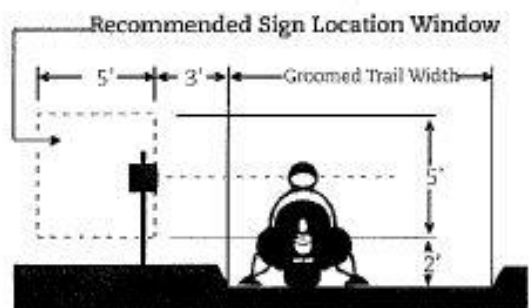


Figure 3 - Recommended sign location window



**Table 1: Caution Sign Placement**

Suggested Minimum Posting Distances for Snowmobile Caution Signs (in feet)					
Judged Speed (mph)	Condition Requiring Stop "X" =	Deceleration Distance to Desired Speed (mph) "Y" =			
		10	20	30	40
20	*	**			
25	*	100	**		
30	175	150	100		
35	225	200	175	**	
40	300	275	250	175	
45	350	350	300	250	**
50	425	400	400	325	225
55	500	500	475	400	300

\* No suggested minimum distance recommended. At these speeds, sign location depends on physical conditions at the site.

\*\* No suggested minimum distance recommended. At these 5 mile per hour reductions in speed, location depends on the physical conditions at the site.

Examples showing the use of Table 1 above can be found on pages 7 through 11.

Regulatory signs shall be placed to the side of the trail in accordance with the section 4.1. Unlike caution signs, regulatory signs are located where the desired action is to take place.

The Table above shows a range of distances for trail sign placements. The Table is adapted from previous IASA Signing Guidelines and is intended as a general guide for sign placement distances. Other studies, specifically those by Michigan Technological Keweenaw Research Center, are specific to defined snow and ice surfaces found during their study. Most snowmobile trails typically have a mix of trail surface conditions and those conditions can change daily depending upon weather conditions and other factors. Terrain also has to be taken into account. For these reasons the IASA guidelines use the signing distance range table shown above.



### 4.3 Mounting Considerations

The methods used to mount trail signs vary greatly depending on the intended permanence of the installation. The following points provide guidance in selecting an appropriate mounting method to suit your circumstances.

- Generally, signs should be placed to the right of the trail to conform with the riders familiarity with highway signs.
- The sightline from the driver to the sign must be clear for the entire distance through which the sign is intended to be viewed. This requires routine monitoring.
- On private property, signs should be placed as late in the fall as possible and removed promptly at the end of the season. This reduces vandalism, reduces potential trespass, and conserves sign life by reducing exposure to the sun and elements.
- Mounting signs on living trees is not recommended. If it is the only alternative, use aluminum nails. Ensure that all nails are removed when the signs are removed.
- On posts, use bolts or screws instead of nails to reduce vandalism and theft. A cordless drill with spare battery packs is an ideal tool to drive screws providing the sign holes are predrilled.
- Use an existing mounting object, such as a fence post, only if it is within the recommended sign location window and the permission of the landowner has been obtained.
- Use durable materials for permanent installations, i.e. flexible plastic, fiberglass, steel, or wooden post.
- If more than one sign is used at the same location, they should be placed vertically with the most important sign on top.
- It must be remembered that the trail will be used in both directions. Separate and often different signing is required for each direction of travel.
- Signing should be done by persons who are familiar with the trail and who know where they are and where they are going. When putting up signs, imagine that you have never been in this area or on this trail before. Try to picture what signs would be necessary to get you safely to your destination.
- Have your signage reviewed by someone less familiar with the area to identify locations that need improvement.
- Overuse of signs should be avoided. Only authorized trail signs should be allowed to avoid clutter and confusion. Signage posted by business should be carefully controlled by the trail operator.
- Extra regulatory and caution signs should be carried on grooming equipment and by trail patrollers to replace those which have been vandalized.
- Maintaining visibility of signs in areas of heavy snowfall accumulations poses additional challenges in terms of sign mounting techniques and materials. These signing situations will require periodic inspections and adjustment of sign poles or stakes throughout the winter to keep signs from being obliterated by snowfall.



## 5.0 Core Trail Sign List

The key to establishing a uniform signing system is the development of a list of core signs based on the IASA Guidelines for Snowmobile Trail Signing. The regulatory and caution signs listed in this section are suggested by the IASA. Each individual state or province is encouraged to add to this list any additional signs that they feel are appropriate when developing their own trail sign list.

### Core Trail Signs



#### Stop

Instructs riders to bring their snowmobile to a complete stop before proceeding with caution. The sign is 12" x 12" octagon with red background with white lettering.



#### Snowmobile Trail Blazers

Informs riders that they are on a designated snowmobile trail. Sign is a 5"x 7", 4"x6", 6"x 6" or other sized uneven diamond, orange in color with reflective border, or fully reflectorized.



#### Stop Ahead

Informs riders they are approaching a stop sign and will need to stop ahead.



#### Slow

Warns riders that there may be a potentially hazard condition or feature ahead on the trail. Riders are to temporarily slow their snowmobile when seeing this sign so they can watch for the full range of potential hazardous operating conditions that might be present.



#### Hazard Marker

Identifies a fixed object at the side of the trail. Used any time the fixed object narrows the normal width of the trail such as bridge railings. The stripes slope down towards the trail. Sign is typically a 6" x 18" vertical rectangle with right side and left side signs, or a 11" x 11" square (minimum).



#### Directional Arrow

This arrow sign informs riders that the trail ahead makes a distinct change in direction; slow down to ensure you're prepared to safely negotiate the turn. Sign is 12" x 12" diamond with yellow background and black arrow.



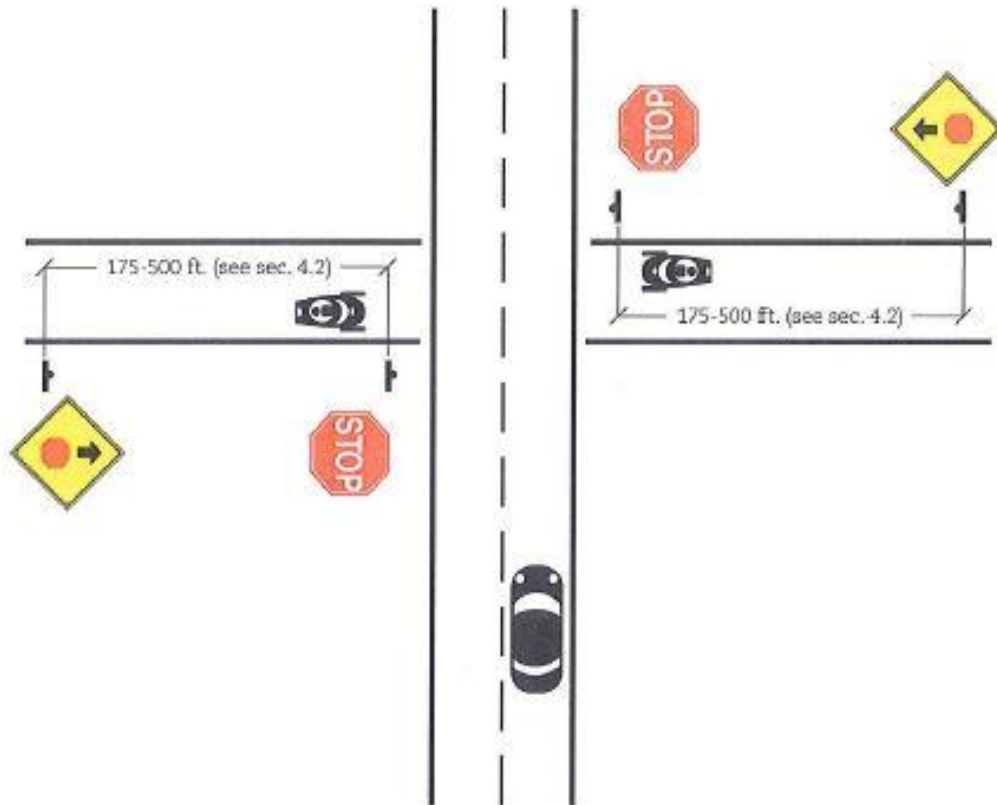
## 6.0 Examples Of Sign Use

The following six illustrations are intended to give signing crews an example of a few of the basic situations they will encounter on most trails. Only a few of the signs contained in section 5.0 are shown in these illustrated examples.

These illustrations serve as simplistic guidelines for use on snowmobile trails. It is understood that unusual situations may be encountered relating to trail conditions, topography, man made objects, or other circumstances that will require some modifications to typical sign placement. The most suitable placement of each sign must be determined at the site where all variables are visible. It would be prudent to document the case where sign placement is outside the range indicated in this manual and prepare written justification for your files.

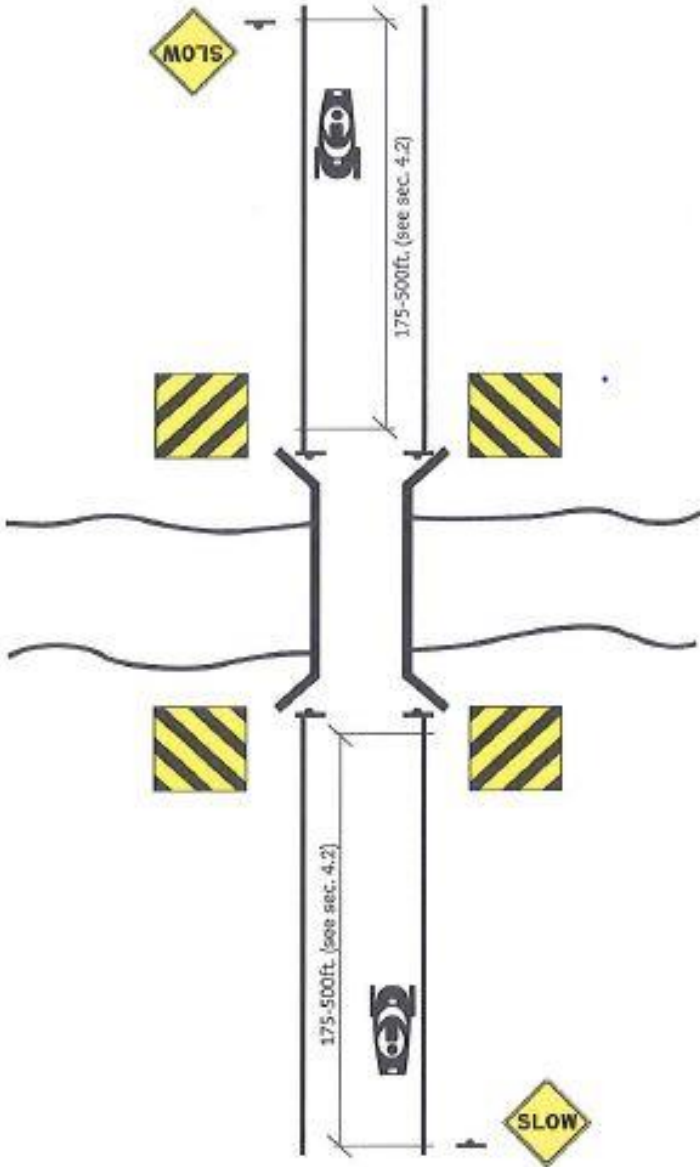
- 6.1 Road Crossing..... (page 8)
- 6.2 Bridge..... (page 9)
- 6.3 Trail Intersection..... (page 10)
- 6.4 Change in Direction..... (page 11)

## 6.1 Road Crossing





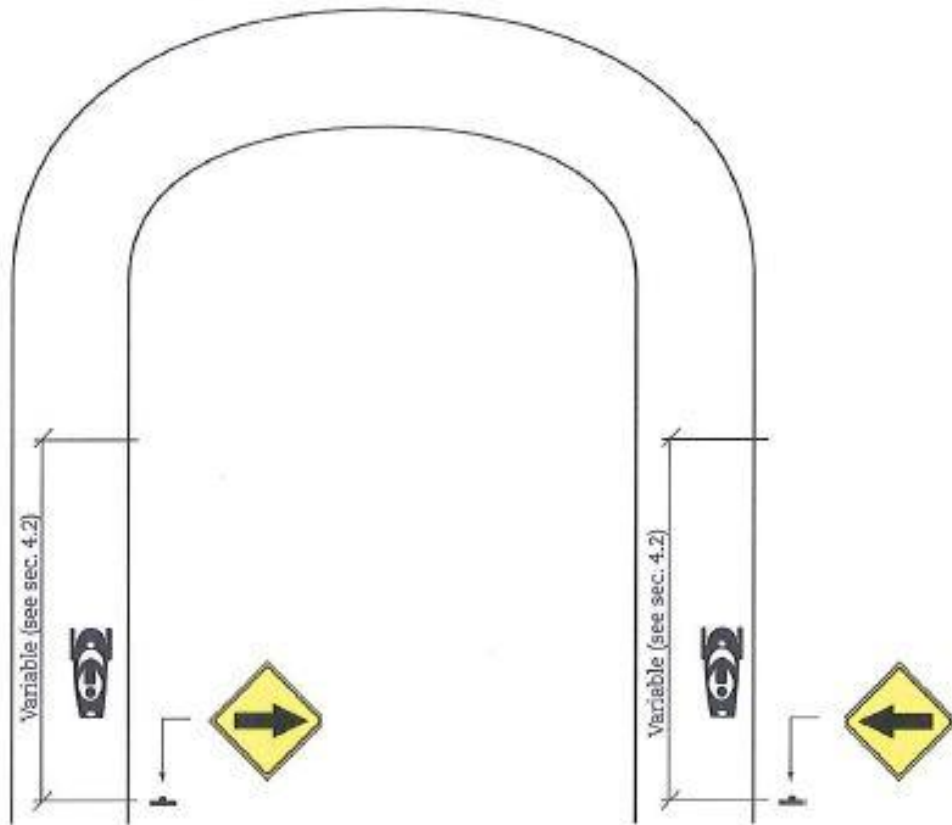
6.2 Bridge



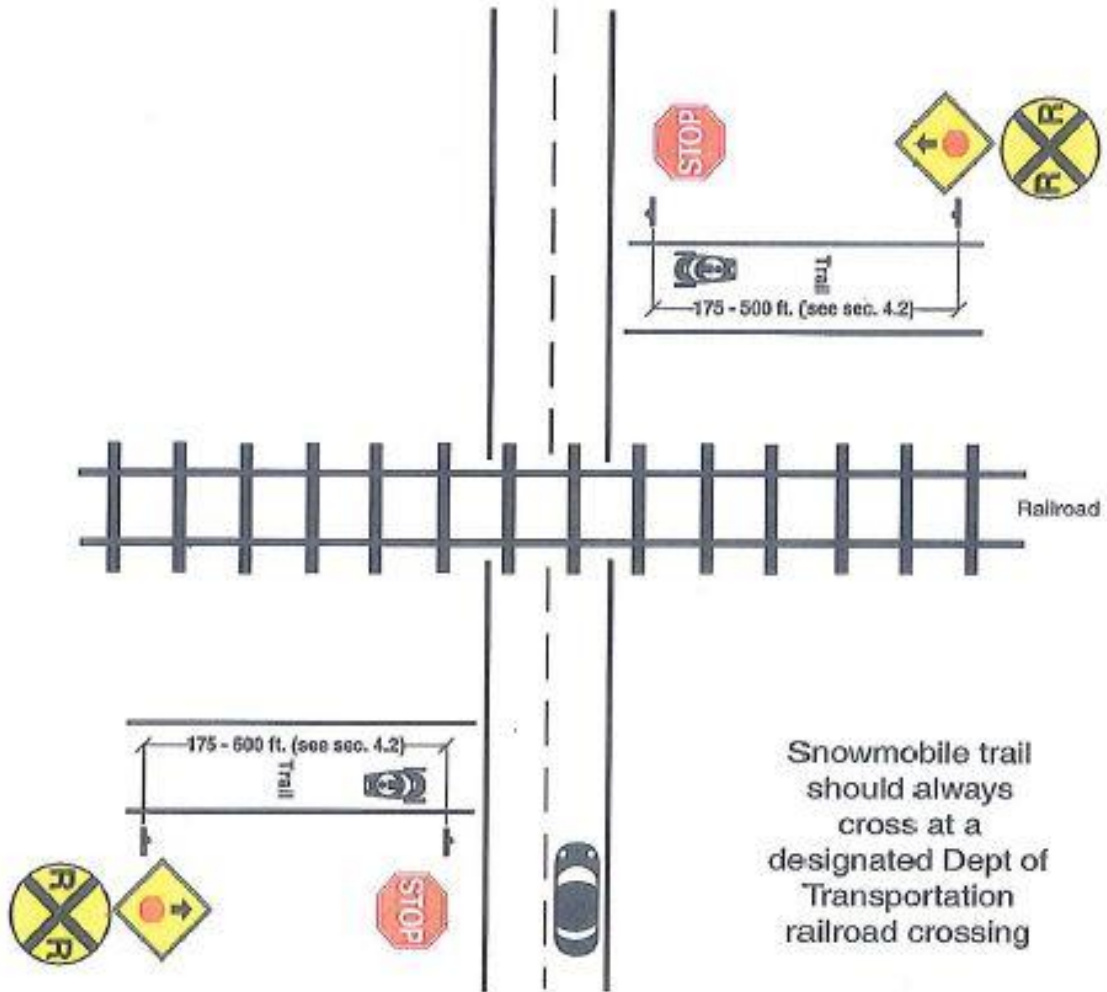




## 6.4 Change in Direction



## 6.7 Railroad Crossing



## 7.0 Corridor Setting

In forested areas, following the trail may be a fairly obvious and straightforward task. However, when trails cross fields, lakes, meadows or other cleared areas, trail routing may not be at all obvious. Relying on the groomed track for trail routing is not adequate since even a well-established trail can be quickly obscured by a heavy snow fall.

Both snowmobilers and groomer operators need continuous reference points to navigate the trail confidently. A simple method of identifying the trail corridor in open areas is to use stakes or poles that are mounted into the ground or snow adjacent to the trail.

### 7.1 Stakes/Poles

In areas where snow depths are low to moderate, a typical stake is a 2" x 2" (minimum) piece of inexpensive lumber sharpened at one end to allow for mounting in the ground. A minimum of 12" at the top of the stake is painted a color that offers high contrast to the background, e.g. blaze or fluorescent orange. This will make the stake more visible during the flat light conditions that can occur during daylight hours.

At least 3 square inches of reflective material should be attached on both sides of the stake at a point 4" down from the top of the stake. This will make the stake more visible at night from both directions of travel. The length of the stake is selected so that when it is driven into place, a minimum of 30" of stake remains visible above the top of the snow with the reflective material being as close to eye level as possible. Stake lengths in these snow conditions are typically 4', 5' or 6'.

Figure 4 shows a recommended configuration of an inexpensive wooden stake.

Stakes are driven into the snow or ground within the sign location window previously defined in figure 3. A commercial post driver is a simple and inexpensive tool that makes this task much easier.

In areas where snow depths are moderate to heavy (6'-12'+) it may not be practical to use stakes that are driven into the ground. Large seasonal snow depths may dictate the use of plastic fence posts, PVC tubing or similar commercially manufactured synthetic products that are mounted in the snowpack adjacent to the trail. The characteristics of contrasting color and reflectorization mentioned in the previous paragraphs apply. The major differences are the typical lengths of the material, 6'-12', and the necessity for inspection and occasional readjustment to reflect changes in snow depth.

Figure 4 - Stake Example

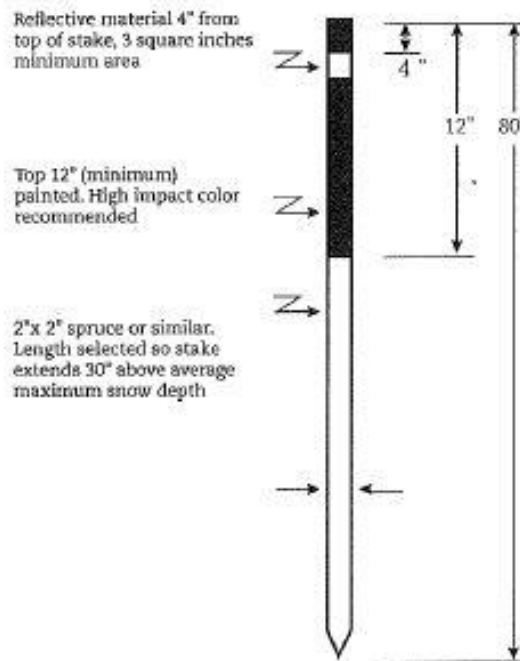


Figure 5 - Examples of Staking

- 
- The diagrams show two examples of staking configurations:
- Single Stake used to augment an existing fixed objects such as a fence post. Note the use of a blazer to provide a second reference point.** This diagram shows a single stake placed next to a fence post, with a blazer (a small circular marker) placed on the snow between them to provide a second reference point.
  - Standard two stake configuration leaves no doubt as to the intended trail routing.** This diagram shows two stakes placed on either side of a trail, with a blazer placed on the trail between them to indicate the intended routing.

## 7.2 Setting the Corridor

There are several generally accepted methods of establishing a corridor:

- a) placing stakes or poles in pairs at right angles to the trail to set a “gate” through which a snowmobiler passes through or alternating stakes/poles along the trail to set a general corridor of travel or,
- b) setting a single line of single stakes or poles with periodic pairs of stakes or poles to reinforce which side of the stake or pole line is intended for the flow of traffic.

In either case, the next stake/pole or stake/pole pair must be easily visible after passing by a stake/pole or stake/pole pair. This spacing will vary on the nature of the terrain being marked. The frequency of stake/pole sets should be increased significantly to indicate a turn, although if the turn is sharp, the signing requirements for curves discussed earlier should be used. Figure 5 illustrates these concepts on previous page.

## 8.0 Acknowledgements

This document consists of materials previously developed by the International Association of Snowmobile Administrators (IASA) and its Trails Committee, as well as materials developed by a number of other snowmobile trail operating organizations. We thank all of these individuals and groups for their contributions.



Updated graphics provided by State of NH Division of Parks and Recreation and Bureau of Trails.