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**TO:** Goodhue County Board  
**FROM:** Lucas Dahling, Finance Director  
**SUBJECT:** Approve Revised Snowmobile Club Trail Agreement  
**DATE:** March 18, 2025

**Background:**

The MN DOT requires a Limited Use Permit to allow MN DNR grant-supported snowmobile clubs to maintain trails in certain areas and under certain conditions. These agreements assign liability to the County in these areas. To better address this issue, staff developed a Trail Agreement that outlines the rights and obligations of both Goodhue County and the individual snowmobile clubs. Upon further discussions with the Clubs as well as in accordance with Board consensus at the March 4, 2025 Board Meeting, the contract has been revised to reduce the \$1,500,000 insurance limit to \$1,000,000.

Staff is requesting the County Board of Commissioners approve the attached revised Trail Agreement. Note the Limited Use Permit will not be submitted to the DOT until all snowmobile clubs have provided the County their signed Trail Agreement and insurance documentation.

**Recommendation:**

Staff recommends the County Board approve the attached revised Trail Agreement.

**GOODHUE COUNTY and  
GOODHUE COUNTY SNOWMOBILE CLUBS  
TRAIL AGREEMENT**

**This Agreement** is made on the \_\_\_\_ date of March, 2025, between County of Goodhue, hereafter referred to as "County", and Goodhue-Bellechester Railriders, Covered Bridge Riders, Kenyon Snowdrifters, Red Wing Riverview Riders, Twin River Riders Snowmobile Club, and Wells Creek Riders Snowmobile Club individually, and collectively as the Goodhue County Trails Association, hereafter referred to as "Club(s)".

**WHEREAS**, the County desires to establish and maintain public snowmobile trails (trails) in furtherance of its public recreation program using funds through the Minnesota DNR Snowmobile Grant-In-Aid Program (GIA); and

**WHEREAS**, the Clubs agree to contract with the County to acquire, construct, and maintain those trails in accordance with State and DNR guidelines; and

**WHEREAS**, each Club agrees they are a nonprofit corporation authorized to receive GIA funds and that they cooperate informally as the Goodhue County Trails Association; and

**WHEREAS**, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails; and

**WHEREAS**, the State of Minnesota offers occasional additional financial funding opportunities for trail improvements, and the County desires to avail itself of the assistance for the benefit of the Clubs;

**NOW, THEREFORE, IT IS AGREED** between the parties hereto that:

1. The trails that are the subject of this Agreement shall be located in portions of Goodhue County.
2. The County Finance Department shall serve as the fiscal agent on behalf of the County.
3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance through the GIA program.
4. Each Club shall enter into necessary agreements for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trails. The Clubs shall provide the County with proof of the acquisition of the necessary interests in lands on the trails. The Clubs shall acquire land in fee, easement, lease, permit, or other authorization for said trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Clubs shall obtain from the owner of said parcel, a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A.
5. Clubs shall construct the trails, provide adequate maintenance, keep the trail reasonably safe for public use and provide such other maintenance or modifications as may be required by the State of Minnesota and the Minnesota DNR. The Clubs agree to be solely responsible for the aforementioned obligations, and the parties agree that the County shall have no

responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Snowmobile Grant-In-Aid contract and Minnesota DOT Limited Use Permit agreements between the State agencies and the County, and such terms and conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Clubs, or between the parties hereto and others.

6. Any and all claims that arise or may arise against the Clubs, its agents, servants, volunteers, or employees as a consequence of any act or omission on the part of the Clubs or its agents, servants, volunteers, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the County. Clubs shall indemnify, hold harmless and defend the County, its commissioners, elected officials, officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of any Limited Use Permit agreement executed by the Minnesota DOT and Goodhue County where such loss is based on the Indemnity provisions of said agreement and not on County's own negligence, or arising out of or by reason of any act or omission of the Clubs, its agents, servants, volunteers, or employees, in the execution, performance, or failure to adequately perform the Clubs' obligations pursuant to this Contract.
7. The Clubs do further agree that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, they will at all times during the term of the Agreement have and keep in force liability insurance amounts at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd. 1:
  - a. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 for property damage arising from one occurrence, \$1,000,000.00 for total bodily or personal injuries or death and/or damages arising from one occurrence. The County shall be named as an additional insured on such policy.
  - b. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injuries and/or damages to any one person, and \$1,000,000.00 for total bodily injuries and/or damages arising from any one accident. The County shall be named as an additional insured on such policy.
  - c. Workers' Compensation - It is hereby understood and agreed that any and all employees or volunteers of the Clubs shall not be considered employees of the County, and that any and all claims that may or may not arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or volunteers while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged on any of the work or services to be rendered within the terms of this Agreement, shall in no way be the obligation or responsibility of the County.
  - d. The County may withhold payment for failure of the Clubs to furnish certificates of insurance as required above.
  - e. In the event that claims or lawsuits shall arise jointly against the Clubs and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.
  - f. Any policy obtained and maintained under this clause shall provide that it shall not be

cancelled, materially changed, or not renewed without thirty (30) days' prior notice by the insured to the County.

8. The County expects to receive financial assistance from the State of Minnesota in an amount not to exceed \$84,664.80. This amount will not exceed the actual amount of the Snowmobile FY 2025 Maintenance and Grooming Grant Agreement, which may include supplemental funding. The County expects to receive said funds upon the Clubs' satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Manual, the standards of which are incorporated herein by reference and as set forth in the County's Minnesota Snowmobile Trails Assistance Program, Snowmobile FY 2025, Maintenance and Grooming Grant Agreement. The County hereby agrees to reimburse the Clubs any monies received from the State of Minnesota based upon the Clubs completing the necessary benchmarks, with the Clubs absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amount or percentage, the obligation of the County to reimburse the Clubs will change accordingly. Due to variability in revenues to the snowmobile account, in FY 2025, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.
9. The County may receive additional funding if the Clubs qualify for additional financial funding approved by the State of Minnesota. The County hereby agrees to reimburse the Clubs any monies received from the State of Minnesota.
10. At least annually, the Clubs will submit to the County records and documents adequately showing the actual, total cost incurred for any work on the trail.
11. The County shall not be liable for such costs as are incurred by the Clubs because state funds are depleted or reduced or in any way modified.
12. The Clubs will operate as an independent contractor. The County and the State of Minnesota shall not have any responsibility or liability for workers' compensation, other employee benefits or claims of negligence, or other wrongdoing on the part of the Clubs brought by third parties.
13. The Clubs shall maintain books, records, documents, and other evidence relevant to this Agreement and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Clubs shall use generally accepted accounting principles, and these records shall be retained for six (6) years after this Agreement terminates. The County, State, its representative or the legislative auditor shall have the right to examine this evidence, and the Clubs shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Minnesota Snowmobile Trails Assistance Program, to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Agreement.
14. This Agreement may be terminated by the County in the event of a default by the Clubs; the legislature appropriates insufficient monies for the program; or the abandonment of the trail. Further, this Agreement may be terminated, with or without cause, upon thirty (30) days' written notice by either of the parties hereto.
15. Assignment or Modification - The Clubs may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by the parties to this Agreement.
16. Invasive Species Prevention
  - 16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive

species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Clubs shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Clubs' contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

#### 16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite

17. Data Disclosure - Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Clubs consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the County, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Clubs to file state tax returns and pay delinquent

state tax liabilities, if any.

- 18. Governing Law, Jurisdiction, and Venue - Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Goodhue County, Minnesota.
  
- 19. Authorized Representative - The County's Authorized Representative is Goodhue County Finance Department, or his/her successor, and has the responsibility to monitor the Clubs' performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage:  
<https://files.dnr.state.mn.us/assistance/grants/recreation/gia-pat-contacts.pdf>
  
- 20. The Agreement shall be effective from December 17, 2024, and shall expire on June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever is sooner.

**GOODHUE COUNTY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Board Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Administrator

**GOODHUE-BELLECHESTER RAILRIDERS**

Dated: \_\_\_\_\_

\_\_\_\_\_

**COVERED BRIDGE RIDERS**

Dated: \_\_\_\_\_

\_\_\_\_\_

**KENYON SNOWDRIFTERS**

Dated: \_\_\_\_\_

\_\_\_\_\_

**RED WING RIVERVIEW RIDERS**

Dated: \_\_\_\_\_

\_\_\_\_\_

**TWIN RIVER RIDERS SNOWMOBILE CLUB**

Dated: \_\_\_\_\_

\_\_\_\_\_

**WELLS CREEK RIDERS SNOWMOBILE  
CLUB**

Dated: \_\_\_\_\_

\_\_\_\_\_