

November 2002

**Red River of the North
Canoe and Boating Route Master Plan**

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- B-2. Public Input**
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APPENDIX B-1. RIVERKEEPERS CONTRACT WITH MN DNR

STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and River Keepers, 325 7th Street South, Fargo, ND 58103 ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of a consultant to inventory the Red River of the North and make recommendations to the legislature on the cost of improvements necessary for a canoe and boating route on the river, and for mapping and signing the lower portion of the river from Breckenridge to Georgetown..
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

- 1.1 *Effective date:* January 2, 2002, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

- 1.2 *Expiration date:* November 30, 2002, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 *Survival of Terms.* The following clauses survive the expiration or cancellation of this contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16 Data Disclosure.

2 Contractor's Duties

The Contractor, who is not a state employee, will develop a Master Plan to inventory the Red River of the North as outlined in the attached work plan titled "Development of a Red River of the North Canoeing and Boating Route Master Plan" as referenced in Exhibit "A".

3 Time

The Contractor must comply with all the time requirements described in this contract as identified in Exhibit "A". In the performance of this contract, time is of the essence.

4 Consideration and Payment

- 4.1 *Consideration.* The State will pay for all services performed by the Contractor under this contract as follows:

- (A) *Compensation.* The Contractor will be paid based upon the attached "Estimated Hours/Fees Schedule" as referenced in Exhibit "A", not to exceed \$50,000.00.
- (B) *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this contract will not exceed \$00.00; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (C) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed \$50,000.00 (Fifty Thousand and 00/100 dollars).

4.2. Payment

- (A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice identifying by each of the separate services provided and actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and on a monthly basis.
- (B) **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.
- (C) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this contract will be made from federal funds obtained by the State through Title n/a CFDA number n/a of the n/a Act of n/a . The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

Conditions of Payment

All services provided by the Contractor under this contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Authorized Representatives

The State's Authorized Representative is Steve Mueller, Water Recreation Program Coordinator, Minnesota Department of Natural Resources, 500 Lafayette Road, Box 52, St. Paul, MN 55155-4052, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is Robert W. Backman, Executive Director of the River Keepers, 325 7th Street South, Fargo, ND 58103, or his/her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

Assignment, Amendments, Waiver, and Contract Complete

- 7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 7.4 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal

remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

9 **State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights.**

(A) **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) **Obligations**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the

Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

12.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Data Disclosure

Under Minn. Stat. § 270.66, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Payment to Subcontractors

(not applicable)

16 Termination

16.1 Termination by the State. The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 Termination for Insufficient Funding. The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a

level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: *[Signature]*

Date: 12/31/01

CFMS Contract #: A31489

2. CONTRACTOR

The Contract certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions or ordinances.

By: *[Signature]*

Title: Executive Director

Date: 1/8/02

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

5. ATTORNEY GENERAL

As to form and execution

By: _____

Date: _____

RECEIVED

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STATE OFFICE BUILDING
ST. PAUL, MN 55155

Exhibit "A"

Page 1 of 6

**Development of a Red River of the North
Canoeing and Boating Route Master Plan**

Prepared by
River Keepers
325 7th St. S.
Fargo, ND 58103
701-235-2895
701-235-7394 (fax)

To

Steve Mueller
Water Recreation Program Coordinator
MN DNR
500 Lafayette Road, Box 52
St. Paul, MN 55155-4052

September 27, 2001

Contents:

Project Description:

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- Plan Development – page 3
- Personnel – page 4
- Deliverables – page 4
- Schedule/Timeline – page 4
- Budget/Fees – page 5

Qualifications:

- Robert Backman, Executive Director, River Keepers – page 6
- Dr. Jay A. Leitch, Natural Resources Consultant – page 7
- Rick St. Germain, Houston Engineering – page 9
- Brain Fisher, Houston Engineering – page 10

River Keepers Background

- River Keepers description – page 11
- Published articles - attached
 - ♦ Restoring the River Next Door
 - ♦ Going with the Flow
 - ♦ North Down the Red

Red River of the North Canoeing/Boating Route Master Plan

Justification: The Red River of the North is emerging as a primary recreational resource for area residents as well as a destination site for outdoor recreationists from outside the region. A Master Plan is necessary in order to (1) make the best and safest use of the River for recreation, (2) capitalize on rural economic development opportunities, (3) allow appropriate government agencies and private entities to incorporate elements of the plan into their internal strategic plans and budgets, and (4) demonstrate to the Minnesota State Legislature future funding needs.

Plan development (project approach): The scope of the project is to develop a Master Plan for the U.S. portion of the Red River of the North. The Master Plan will include both sides of the Red River because the river forms the border between Minnesota and North Dakota.

The Master Plan (hard and electronic copies) will include:

1. An inventory of river crossings with selected details and photographs;
2. An inventory of current public ingress/egress sites and public/private campgrounds;
3. An inventory of public land adjacent to the river with selected details and photographs, including land acquired because of recent floods;
4. An inventory of selected potential and current private ingress/egress/access camping sites with selected details and photographs;
5. A complete river map with mile markers displaying (1) through (4), (8), and (9).
 - Plan components (existing and proposed) will be displayed/annotated on maps of the river covering approximately 15 to 20 straight-line miles each (Breckenridge to Pembina is 204 road miles, thus there will be at least 10 and maybe as many as 15 river map segments);
6. Establishment of standards/suitability indices for selected canoeing/boating uses of the river (e.g., distances between developed landings, developed, primitive campsites, ADA compatible, etc...);
7. Identification of local and regional groups/organizations using the river or with potential to use the river for canoeing/boating, and organizations/groups that may provide services or access/camping sites.
8. Recommendation, prioritization, and cost estimates of improvements to accommodate increased/safer canoeing/boating uses;
9. Identification of potential connections to other trails/recreational/cultural resources; and
10. A process for ongoing stakeholder input to the Master Plan.

Data collection will involve (1) the typical sources of secondary information (i.e., US Army Corps of Engineers, state agencies, local governments, US Geological Survey, River Keepers' files, Red River Basin Board, RC & D, MN Canoeing Associates, etc...), (2) up to five public input meetings, and (3) primary data collection (i.e., on-the-ground assessment) when/where necessary.

River Keepers will initialize an advisory committee for the project team. The project team will consist of current member of the Red River of the North Trails Group and select River Keepers board members. Throughout the project team members will keep DNR staff apprised of progress and solicit input from DNR staff.

Project personnel (see attached qualifications):

- Principal Investigator (and overall project accountability): Robert W. Backman, Executive Director of the River Keepers, Fargo, North Dakota
- Co-PI: Dr. Jay A. Leitch, Natural Resources Consultant, Moorhead, Minnesota
- Associates: Rick St. Germain, Houston Engineering and Brian Fischer, Houston Engineering
- Support staff/technicians: will be hired as necessary

Deliverables:

1. Preliminary draft of Master Plan (one paper copy, w/CD attachments)
2. Final draft of Master Plan (ten paper copies, w/CD attachments)
3. The Master Plan will include an Executive summary
4. Status reports will be delivered on February 1, April 1, June 1, and August 1, 2002.

Schedules:

January 2002 – initiate project, start data collection and assessment
April 2002 – hold public input meetings
May-June 2002 – conduct on-the-ground data collection as necessary
August 2002 – preliminary draft of Master Plan to sponsor
October 2002 – final draft of Master Plan to sponsor

Budget/Fees:

Total estimated fee of \$50,000 as identified on page 6. River Keepers will invoice Minnesota Department of Natural Resources every two months after start of project. There will be a bimonthly status report submitted at the end of each billing cycle.

River Keepers, a Minnesota non-profit 501c(3) will act as fiscal agent. All payments by Minnesota DNR will be made to River Keepers. The invoice from River Keepers will detail the labor, supplies, and expenses being billed.

Estimated Hours/Fees

	River Keepers *	Jay Leitch	Houston Engineering	Labor Subtotal	Expenses	Total Labor & Expenses
The Master Plan						
1. An inventory of river crossings with selected details and photographs	50		15	\$3,050	\$1,000	\$4,050
2. An inventory of current public ingress/egress sites & public/private campgrounds	50		7	\$2,490	\$500	\$2,990
3. An inventory of public land adjacent to the river with selected details & photographs, including land acquired because of recent floods	50		7	\$2,490	\$1,000	\$3,490
4. An inventory of selected potential & current private ingress/egress/access camping sites with selected details & photographs	100		15	\$5,050	\$500	\$5,550
5. A complete river map with mile markers displaying 1-4, 8, & 9	50		85	\$7,950	\$500	\$8,450
6. Establishment of standards/suitability indices for selected canoeing/boating uses of the river	100	18		\$4,990		\$4,990
7. Identification of local & regional groups/organizations using the river or with potential to use the river for canoeing/boating, and organizations/groups that may provide services or access/camping sites	75	18		\$4,000	\$500	\$4,500
8. Recommendation, prioritization, & cost estimates of improvements to accommodate increased/safer canoeing/boating uses	25	55		\$4,025		\$4,025
9. Identification of potential connections to other trails/recreational/cultural resources	50			\$2,000		\$2,000
10. A process for ongoing stakeholder input to the Master Plan	25	36		\$2,980	\$400	\$3,380
11. Master Plan document preparation	50	55	15	\$6,075	\$500	\$6,575
Totals:	625	182	144	\$45,100	\$4,900	\$50,000

*River Keepers staff includes Robert W. Backman, Principal Investigator; Christine Holland, Project Coordinator; Rachel Van Dyke, Administrative Assistant; and contact staff. Labor, benefits & overhead included.

River Keepers reserves the right to transfer funds between categories as needed to ensure the successful completion of the project.

APPENDIX B-2. PUBLIC INPUT

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A priori

The *Red River Canoe and Boating Route Plan's* authors have been promoting sustained uses of the Red River as part of the mission of River Keepers for over a decade. As such they and the organization have attended countless public gatherings, formal and informal, and have been in ongoing contact with most individuals and groups that are actively concerned about the future of the Red River.

During the draft plan process

Public input was sought through five initial public input meetings. These meetings were widely publicized, encouraging interested persons to comment on recreational uses of the river.

Meetings were

- February 6th: Abercrombie, North Dakota, with the South Advisory Committee
- May 20th: Fargo, North Dakota, public meeting with ND Game & Fish Advisory Committee
 - need access
 - dams
- May 22: Hendrum, Minnesota
 - economic advantages
 - great fishing resource
- May 23rd: Drayton, Minnesota
 - consider trail rides along the river
 - bird watching groups
 - Catfish Haven
 - the dam camp site needs to be raised out of the flood plain
 - city camp site
 - how to fix problems with the dam
 - concrete used for rip rap
- May 29th: East Grand Forks, Minnesota
 - boat wakes and canoe conflicts
 - need public education and information about the river
 - greenway/downtown ED leverage
 - needs promotion
 - camping issues
 - need outfitters
 - private land access
 - services (water, restrooms, showers)
 - birding
 - watercraft and trailer licensing in the two states
 - ADA (e.g., BWCA example)

APPENDIX B-2. PUBLIC INPUT (cont.)

Public input was encouraged throughout the process by asking for input whenever and wherever possible. Generally, the input was highly favorable to the vision, with most of the concerns revolving around a lack of information. For example, concerns about licensing and boat wakes need to be resolved by reviewing boating rules and regulations of both states and suggesting ways to resolve inconsistencies or gaps.

APPENDIX B-3. STAKEHOLDERS

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Advisory Committees:

There was a North Advisory Committee and a South Advisory Committee formed to assist with developing the Red River of the North Canoeing and Boating Master Plan. Because of their continuing interest and commitment to the Canoe Trail they can serve as a core group for future development.

Dave Arscott
Center for Agriculture and Natural Resources
007 Hill Hall, 2900 University Avenue
Crookston, MN 56716-5001
(218) 281-1917
Fax: (218) 281-8050
arsco002@mail.crk.umn.edu

Jerry Bennett
Wild Rice Watershed District
11 E 5th Avenue
Ada, MN 56510
(218) 784-4085
Fax: (218) 784-2459
jabwrwd@rrv.net

David Bergman
MN Office of Tourism
1311 N. Duluth Avenue
Thief River Falls, MN 56701
1-888-856-3777
Fax: (218) 681-0999
david.bergman@state.mn.us

Wayne Beyer
Wahpeton Parks & Recreation
PO Box 490
1900 4th St. N.
Wahpeton, ND 58074
(701) 642-2811
Fax: (701) 642-5053
woppark@rrt.net

Forrest Boe
MN DNR
6603 Bemidji Avenue North
Bemidji, MN 56601
(218) 755-3969

Helen Cozzetto
Red River State Recreation Area
PO Box 529
404 4th St. NW
East Grand Forks, MN 56721
(218) 773-4950
helen.cozzetto@dnr.state.mn.us

Brad Dokken
Grand Forks Herald
303 2nd Avenue North
Grand Forks, ND 58203
1-800-477-6572
Fax: (701) 780-1123
bdokken@gfherald.com

Marty Egeland
ND Game and Fish
418 S. 9th St.
Grand Forks, ND 58201
(701) 795-3811
megeland@state.nd.us

Wayne Goeken
RR3 Box 75A
Erskine, MN 56535
(218) 574-2622
wrg@gvtel.com

Ed Janzen
1402 East Gateway Circle, Unit J
Fargo, ND 58103-3675
(701) 280-9663
ejanzen@ndsuxext.nodak.edu

Linda Kingery
Northwest Partnership
262 Owen Hall
2900 University Avenue
Crookston, MN 56716
(877)854-7737
lkingery@polarcomm.com

Dan Koper
PO Box 99
Abercrombie, ND 58001
(701) 671-2611
dkoper@plains.nodak.edu

Neoma Laken
404 N. 14th St. #1
Breckenridge, MN 56520
(218) 643-3942
Fax: (218) 643-1173

APPENDIX B-3. STAKEHOLDERS (cont.)

Mike McKibben
Breckenridge Parks and Forestry
609 N. 9th St.
Breckenridge, MN 56520
(218) 643-3455
Fax: (218) 643-1173

Melanie Parvy-Biby
City of Grand Forks
PO Box 5200
Grand Forks, ND 58206
(701) 746-2733
Fax: (701) 787-3744
mparvey@grandforksgov.com

Dave Rush
Red River Regional Council
Chase Building, 526 Cooper Avenue
Grafton, ND 58237
(701) 352-3550
Fax: (701) 352-3015
drush@polarcomm.com

Lynn Schlueter
ND Game and Fish
7928 45th St. NE
Devils Lake, ND 58301-8501
(701) 662-3617
Fax: (701) 662-3618
lschluet@state.nd.us

Doug Stave
121 5th St. NE
Hillsboro, ND 58045
(701) 636-7231
stave@rrv.net

Bob Stein
City of Fargo
Department of Planning & Development
GTC 502 NP Avenue
Fargo, ND 58102
(701) 476-6688
RCStein@ci.fargo.nd.us

Dean Warner
PO Box 139
Pembina, ND 58271
(701) 825 6774

Paul Wellman
Red River RC&D
Chase Building
526 Cooper Avenue
Grafton, ND 58237
(701) 352-0127
Fax: (701) 352-3015

Tourism:

Tourism is an important part of the Canoe and Boating Route development. As resources such as web pages and maps are developed these organizations need to be notified.

Minnesota Office of Tourism
David Bergman
1311 North Duluth Avenue
Thief River Falls, MN 56701
(218) 681-0997
1-888-563-7777
f: 218-681-0999
david.bergman@state.mn.us
www.exploreminnesota.com

North Dakota Tourism
Joanne Olson
604 East Boulevard Ave. Dept. 740
Bismarck, ND 58505-0825
(701) 328-3505
1-800 Hello ND
Fax: (701) 328-4878
jcolson@state.nd.us
www.ndtourism.com

Breckenridge Chamber of Commerce
420 Nebraska Avenue
Breckenridge, MN 56520
(218) 643-5244
www.breckenridgemn.net

Wahpeton Parks and Recreation
1900 North 4th Street
Wahpeton, ND 58075
(701) 642-2811
www.wahpeton.com

Fargo-Moorhead Convention & Visitors Bureau
2001 44th Street SW
Fargo, ND 58103
(701) 282-3653
1-800-235-7654
www.fargomoorhead.org

APPENDIX B-3. STAKEHOLDERS (cont.)

Great Grand Forks Convention & Visitors Bureau
4251 Gateway Drive
(701) 746-0444
1-800-866-4566
www.visitgrandforks.com

East Grand Forks Area Chamber
Box 295
2184th St. NW
Grand Forks, ND 58203
(218) 773-7481
www.ci.east-grand-forks.mn.us

Grafton Chamber Office
432 Hill Avenue
Grafton, ND 58237
(701) 352-0781
www.graftonchamber.org

Drayton Community Chamber of Commerce
604 North Main
Drayton, ND 58225
(701) 454-3474
www.draytonnd.com

Hallock City Clerk's Office
163 S. Third Street
Hallock, MN 56728
(218) 843-2737
www.hallockmn.org

Rendezvous Region
PO Box 384
Walhalla, ND 58282
(701) 549-2707
www.tradecorridor.com/walhalla/rendezvous.htm

City of Pembina
152 Rolette Street
Pembina, ND 58271
(701) 825-6819

Canada:

While not part of the Plan there are several contacts within Canada that have an interest in working with a potential International Red River Canoeing and Boating Route.

Manitoba Recreational Canoeing Association
(MRCA)
Box 2663
Winnipeg, MB R3C 4B3
(204) 338-6722
www.paddle.mb.ca

Contact Person for MRCA:
Jim F W MacKay, Secretary
886 Parkhill Street
Winnipeg, MB R2Y 0V5
(204) 832-5811
jfmackay@pangea.ca

Canadian Recreational Canoeing Association
1-888-252-6292
staff@crca.ca
www.crea.ca

Manitoba Paddling Association
(204) 925-5681
paddle@mpa.mb.ca
www.mpa.mb.ca

City of Winnipeg
Planning, Property & Development Department
Planning and Land Use Division
Thomas C. Fred
Urban Designer
15-30 Fort Street
Winnipeg, MB R3C 4X5
(204) 986-4171
tfred@city.winnipeg.mb.ca
www.city.winnipeg.mb.ca/ppd

Tourism Winnipeg
Penny McMillan
President and CEO
279 Portage Av.
Winnipeg, Manitoba R3B 2B4
(204) 943-1970
pmcmillan@tourism.winnipeg.mb.ca
www.tourism.winnipeg.mb.ca

APPENDIX B-3. STAKEHOLDERS (cont.)

Culture, Heritage and Tourism
Red River Greenway Partnership Initiative
Lorna Hendrickson, Director
201 - One Forks Market Road
Winnipeg, MB R3C 4L9
(204) 945-7733
lhendricks@gov.mb.ca
Conservation, Parks and Natural Areas

Ken Schykulski
Head, Management Planning and Heritage Rivers
Box 53
200 Saulteaux Crescent
Winnipeg, Manitoba R3J 3W3
(204) 945-6797
kschykulsk@gov.mb.ca

Other Organizations:

There are other organizations/agencies that have expressed interest in being kept informed of the progress of the Route.

American Canoe Association
7432 Alban Station Blvd., Suite B-232
Springfield VA 22150
(703)451-0141
aca@acanet.org
www.acanet.org

Cass County Wildlife Club
Loran Palmer
205 12th Avenue
West Fargo, ND 58078

Department of Transportation
Kathy Bolin
Prairie Passage Coordinator
kathy.bolin@dot.state.mn.us

Fargo Area Sportsmen's Club
Allen Rusch
802 Kennedy Crt. N.
Fargo, ND 58102

FM Walleyes Unlimited
PO Box 1017
Moorhead, MN 56561

Grand Forks Co. Wildlife Fed.
1213 Belmont Rd.
Grand Forks, ND 58201

International Historic Highway 75 "King of Trails"
Coalition, Inc.
PO Box 8
Pipestone, MN 56164
(507) 825-3316

Lake Agassiz RC&D
Jay Mar
417 Main Avenue
Fargo, ND 58103
(701) 239-5373
Fax: (701) 235-6706

Minnesota Canoe Association
PO Box 13567
Dinkytown Station
Minneapolis, MN 55414
www.canoe-kayak.org
Contact information for newsletter:
editor@canoe-kayak.org

National Park Service
David Thomson
Outdoor Recreation Planner
1709 Jackson Street
Omaha, NE 68102-2571
(402) 221-3459
Fax: (402) 221-3465
Dave_thomsom@nps.gov
www.ncrc.nps.gov/rta

National Park Service
Randy Thoreson
Outdoor Recreation Planner
111 East Kellogg Blvd
St. Paul, MN 55101-1288
(651) 290-3004
randy_thoreson@nps.gov
www.ncrc.nps.gov/rta

Norman County Rod and Gun Club
Perry Sorenson
President
108 South 4th St West
Ada, MN. 56510

APPENDIX B-3. STAKEHOLDERS (cont.)

North American Water Trails
The Potomac River Center
1730 K St. NW #300
Washington, DC 20006
(202) 496-0236
Fax: (202) 667-0153
staff@watertrails.org

North Country National Scenic Trail
% North Country Trail Association
229 East Main Street
Lowell, MI 49331
(888) 454-6282
hq@northcountrytrail.org
www.northcountrytrail.org

Star of the North Chapter:
John Leinen
14205 St Croix Trail
Stillwater, MN 55082-9587

North Dakota Game and Fish
Doug Leier
Area Biologist
619 2nd Avenue East
West Fargo, ND 58078
(701) 277-0719
dleier@state.nd.us

North Dakota Parks and Recreation
Dan Schelske
1835 Bismarck Expressway
Bismarck, ND 58504
(701) 328-5369
Fax: (701) 328-5363
dschelsk@state.nd.us

North Dakota Sportfishing Congress Inc.
Rick Eagleson
1521 S. 12th St.
Fargo, ND 58103

Pembina Trail RC&D
John Schmidt
2605 Wheat Drive
Red Lake Falls, MN 56750
john.schmidt@mn.usda.gov

Plainsmen Black Powder Club
John Gould
2001 4th St. S.
Moorhead, ND 56560

Prairie Waters
Rebecca Jackson
323 W. Schlieman Avenue
Appleton, MN 56208
rebecca.jackson@umvrdc.org

Red River Area Sportsmen's Club
Vince Herding
816 8th Avenue North
Wahpeton, ND 58078

Red River Basin Decision Information Network
Mark Deutschman
Houston Engineering
10900 73rd Avenue North, Suite 106
Maple Grove, MN 55369
(763) 493-4522
Fax: (763) 493-5572
www.rdbin.org

Red River Sno-Riders
PO Box 2295
Fargo, ND 58108-2295
www.snoriders.com

River Keepers
Bob Backman
Executive Director
325 7th St. S.
Fargo, ND 58103
(701) 235-2895
Fax: (701) 235-7394
www.riverkeepers.org
rkeepers@i29.net

Roughrider Bass Club
PO Box 545
Moorhead, MN 56560

Rugged Trails Outfitters
Randy Brandsted
Galesburg, ND 58035
(701) 488-2249
rbrandst@polarcomm.com
www.ruggedtrails.com

U.S. Department of the Interior
Darrell Welch
Outdoor Recreation Planner
Denver Federal Center, Bldg. 67, 6th floor
PO Box 25007 (D-8580)
Denver, CO 80225-0007
(303) 445-2711
Fax: (303) 445-6780
dwelch@do.usbr.gov

APPENDIX B-3. STAKEHOLDERS (cont.)

WesMin RC&D
Dean Schmidt
900 Robert St. #104
Alexandria, MN 56308
dean.schmidt@mn.usda.gov

West Central Initiative Fund
Trails Planning Committee
220 W. Washington Avenue, #205
Fergus Falls, MN 56537
(218) 739-2239
wayne@wcif.org

(River Keepers has a list of other people who are interested in the progress of this project, but due to privacy concerns, their names are not listed here. Contact River Keepers office at (701) 235-2895.)

APPENDIX B-4.

CLAY COUNTY LEASE OF GEORGETOWN PARK
TO BLACKPOWDER CLUB

LEASE OF GEORGETOWN PARK PROPERTY

THIS AGREEMENT made and entered into this 7TH day of JUNE, 1994, by and between Clay County, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "County," and Plainsman Black Powder Club, a North Dakota non-profit corporation, hereinafter referred to as "Club,"

WITNESSETH:

WHEREAS, County has received certain real estate ("site" or "land") from the Minnesota Historical Society through its Clay County Historical Society Branch for the purposes of establishing a site to recognize the operation of a Hudson Bay Fur Trading Post operated at or near the site Hudson's Bay during the early development of Clay County; and

WHEREAS, the spirit and intent of the gift of the land was to preserve the atmosphere of the trading post historical period and the activities conducted by early settlers in this area; and

WHEREAS, County, primarily because of budget constraints, has been unable to develop the site and operate the site in a manner consistent with the spirit and intent of the historical society gift; and

WHEREAS, County has determined to request proposals from non-profit organizations whose stated purpose is consistent with the preservation of the spirit and atmosphere of the trading post period; and

WHEREAS, County has received support from the citizens and residents of the area of the trading post site and the Clay County Historical Society itself for the County's proposal to lease the site to an appropriate organization; and

WHEREAS, Club has submitted a proposal acceptable to Clay County for the use of the land,

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, and the mutual covenants, conditions, and undertakings hereinafter contained, IT IS HEREBY AGREED by and between the parties

1. County agrees to lease to Club, and Club agrees to take from County, the following described real estate for the purposes and under the terms and conditions as hereinafter contained:

6/6/94/5

All that part of Government Lot One (1) of Section Twenty-five (25), Township One Hundred Forty-two (142) North, Range Forty-nine (49) West of the Fifth Principal Meridian which lies West of a line which bears South 0 17' West with respect to the North Line of said Section Twenty-five (25) and intersects said North line of said Section Twenty-five (25) at a point which lies 31.05 feet West of the Northeast corner of said Section Twenty-five (25), together with an easement across an existing road running Northeasterly from the above-described tract along the Red River of the North to intersect with the County Road presently constructed on the Section line between Sections Nineteen (19) and Thirty (30), Township One Hundred Forty-two (142), Range Forty-eight (48).

2. The term of this lease is for an initial two-year period commencing January 1, 1994, and ending December 31, 1995. This lease will thereafter be automatically renewed for successive two-year periods unless written notice is given by the County at least six months prior to the expiration of the lease period of its intent not to renew the lease for cause. For this purpose cause will be considered to be the following:

- a. Breach of this lease by Club or a default under the terms of this lease by Club which breach or default is not corrected within 30 days following written notice from County to Club specifying what constitutes the breach/default and what must be done to correct the same.
- b. Failure of the Club to use and operate the property in the spirit and intent of this lease which failure is not corrected within 30 days following written notice from County to Club specifying what constitutes the failure and what must be done to correct the same.
- c. A determination is made by Clay County District Court that the County does not have the authority to continue to lease the property to the Club as set forth in this lease.
- d. A determination is made by the Minnesota Attorney General in a formal opinion issued to the County that the County does not have the authority to continue the Lease with the Club. The County agrees the County will not request a formal opinion from the Minnesota Attorney General's office on this issue for a period of at least 10 years following the date this Lease is excuted, if ever.
- e. The Minnesota Historical Society, through its Clay County Historical Society Branch requires that the land no longer be used for the purposes set forth in this lease because a use which better recognizes the operation of a replica of the Hudson Bay Fur Trading Post has been developed and will be implemented on the site.

Club will have the right to terminate this lease with at least two months' written notice to County.

3. The parties acknowledge that the primary purpose of this lease agreement is to enable Club to carry out activities consistent with preserving the spirit and atmosphere of the early Hudson Bay Trading Post period and activities conducted by early settlers in this area. The parties acknowledge that Club has as its primary purpose appreciation and preservation of the muzzle loading rifle and its place in the historical period of the 1700's and early 1800's including conducting demonstration encampments, exhibition skills and techniques of settlers of the period, black powder shooting competitions, maintenance and operation of a black powder range, and other activities relating to the period. It is the express intent of the parties to this lease agreement that these activities be conducted by Club on the leased premises.

4. The parties agree that Club shall have the sole and exclusive use of the leased premises, including the right to secure the property to protect its facilities and equipment. However, parties agree that club will have at least one annual Encampment Period during the year where visitors would be allowed onto the premises to observe the activities of the Club. Club will notify County and its officials of the time of such Encampment and will provide publicity to enable citizens interested therein to attend the public event(s).

5. Club expressly agrees that it will prohibit hunting the leased premises and will post notices prohibiting hunting on the leased premises as a part of the express terms and conditions of this agreement.

6. Club acknowledges that County, because of budget constraints, has not been able to maintain the leased premises over the past several years in a manner consistent with the operation of public lands and, particularly, that the shelter structure on the premises and its appurtenances, and the entrance gate have fallen into a state of disrepair. Club acknowledges that it is taking the premises "as is" and that Club and its membership have fully inspected the premises and are aware of any defects or dangerous conditions located on the premises. Club agrees, as a part of its obligations under the terms and conditions of this lease and any renewals thereof, that County has no responsibility for maintaining the premises or the shelter structure and related appurtenances and the entrance gate. Club may maintain the shelter structure and related appurtenances and the entrance gate as it deems appropriate. Club may also construct such improvements on the subject property as it deems appropriate without changing the character of the subject property. Any improvements installed by the Club not removed at termination of the lease will become the property of the County. Club will maintain all improvements to the subject property as it deems appropriate. Club specifically indemnifies and holds harmless County from any personal injury or property damage which befall Club, its members and guests, on account of the condition of the premises upon the beginning of this lease or during the term of the lease. It is the intent of the parties that Club, as a part of its obligations under this lease, be responsible for maintaining the entire premises in a safe condition.

7. The parties acknowledge that the access road approximately three-eighths of a mile in length and the area inside the entrance to the subject premises have been damaged as a result of lack of maintenance by the County and as a result of the flood of 1993. Club specifically accepts the access road in an "as is" condition upon execution of this lease, however, County agrees to assist Club in repairing the access road and the area just inside the access gate so that the road and access area will become passable, using County labor and equipment to provide for leveling the road and removing ruts. The parties agree that the work will be done in the spring of 1994 and that the work is intended only to make the road passable for to allow Club, its members and guests to reach the leased premises site.

8. Club agrees to allow County and the Clay County Historical Society the opportunity to visit the site at reasonable times and intervals to ensure that the club is carrying out the terms and conditions and intents and purposes of this lease agreement.

9. Club specifically warrants to County that it is a North Dakota non-profit corporation and that it will continue its non-profit status throughout the term of this lease or any renewal thereof, expressly agreeing that it will be an event of default allowing County to terminate the lease if its non-profit status is revoked. Club agrees to obtain a comprehensive general liability insurance policy covering all acts of tenant, its employees, its agents, representatives and guests on or about the premises, containing a contractual liability endorsement written on an "occurrence" basis with a minimum limit of \$200,000 for each person and \$600,000 for each occurrence. All of Club's insurance shall name County as an additional insured and shall provide for thirty days' written notice to County prior to any cancellation, non-renewal or material modification. Certificates of all such insurance shall be delivered to County prior to occupancy of premises by Club. It is further understood that in the event Minnesota law authorizes increased limits with respect to liability, and County increases its own general liability coverages, Club will be required to also provide similar increases as a part of the insurance requirements herein.

10. County (including its officers, employees, agents and representatives) shall not be liable to Club for any injury, death, or property damage occurring in, on or about the project, or to anyone claiming by, through or under Club, except injury, death, or property damage caused by the negligence of County (including its officers, employees, agents, and representatives). Club shall further defend County, indemnify and save County harmless from and against all liabilities, obligations, damages, injuries, costs, attorney's fees and expenses for any claim made as a result of the use of the premises by Club under the terms and conditions of this lease agreement.

11. Any written notice to County shall be sent to:

County Attorney
807 11th Street North
Moorhead, MN 56560

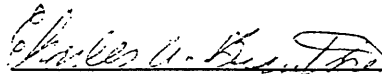
Any notice to Club shall be sent to:

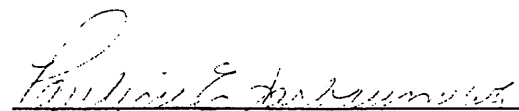
President
Plainsman Black Powder Club
P.O. Box 5135
Fargo, ND 58105

Either party may change the person and address to which notice is to be given by giving written notice to the other party at any time.

12. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereof.

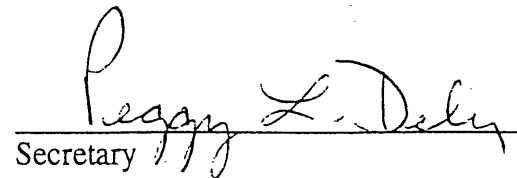
CLAY COUNTY, MINNESOTA


Charles U. "Casey" Brantner, Chair
Board of County Commissioners


Pauline Sarbaum
County Auditor

PLAINSMAN BLACK POWDER CLUB
a North Dakota non-profit corporation


President


Secretary

