

P.O. Box 311
Hokah, MN 55941
☎ **Work Tel#:** 507-894-4990 📠 **FAX#:** 507-894-3777
📞 **Mobile Tel#:** 608-406-0089
✉ **E-Mail:** rblank@acegroup.cc
🌐 **URL:** www.cityofhokah-mn.gov



From: Mularie, Audrey L (DNR) [<mailto:Audrey.Mularie@state.mn.us>]
Sent: Tuesday, August 19, 2014 9:14 AM
To: rblank@acegroup.cc
Subject: DNR Park Visit - Village and Lake Como Park

Ron,

As a past recipient of the DNR Park Grant Programs, your community signed binding agreements with the State of Minnesota. One of the key requirements of the project grant agreement between the state and your community is that areas assisted with grant dollars be maintained as public outdoor recreation and open space areas into perpetuity. Any proposed use of a portion or all of an assisted site for other purposes requires prior approval by the Commissioner of Natural Resources. The Commissioner will consider approval only if the recipient can demonstrate there is no practical alternative to the proposed conversion and agrees to acquire replacement lands of at least equal fair market value. Examples of non-recreational use requiring approval by the Commissioner include installation of cell phone towers or other utilities in the park, and conveying interest in any land within the park to another owner.

The Department of Natural Resources is responsible for overseeing the grant program. We visit each funded site at least every five years to ensure the program requirements are being met. During the site inspection, we check to be sure that the grant-assisted park area is being managed solely for public outdoor recreation and that the grant-assisted facilities are still there. We also look for any safety or accessibility concerns and verify that the required funding acknowledgment sign is displayed near the entrance.

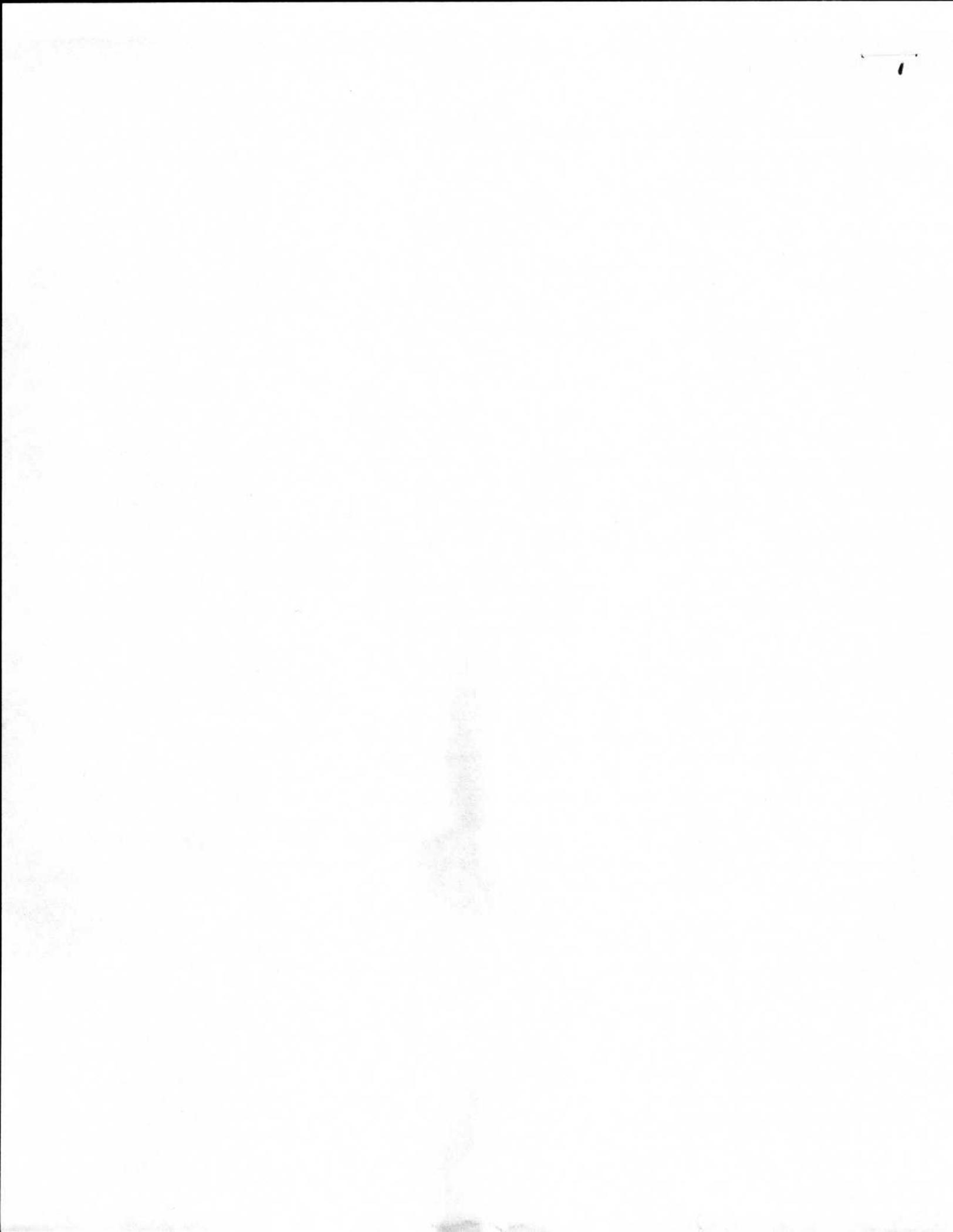
We recognize that, due to the age of some of the projects, some grant-assisted facilities may need to be replaced or removed. While the grant-assisted facilities may be replaced or removed as part of the management of the park, the park property must remain available for public outdoor recreation purposes and will continue to be subject to the requirements of the grant agreement. Parks and open space acquired or developed using public funds are intended to be a permanent investment.

I recently visited Hokah Village and Lake Como Park and have attached my inspection comments. Overall, the parks were well maintained and operated for outdoor recreation use. Please indicate by email or letter your plans to address any concerns. If you have any questions about this, please call me.

Audrey

*Audrey Mularie
Park Grant Coordinator
DNR Division of Park and Trails
500 Lafayette Road, Box 39
St. Paul, MN 55155*

8/20/2014



Rodney Blank

From: Mularie, Audrey L (DNR) [Audrey.Mularie@state.mn.us]
Sent: Wednesday, August 20, 2014 6:38 AM
To: Rodney Blank
Cc: 'Yendor'
Subject: RE: DNR Park Visit - Village and Lake Como Park
Attachments: Pages from LW27-01021R.pdf; Pages from LW27-01021R_M.pdf

Rodney,

Lake Como Park project involved the acquisition of 12 acres including the swimming pool. It does not include the falls area specifically. When we complete a park visit we look at the park as a whole and provide comments relating to any safety and/or accessibility concerns that the City may want to address as well as ensuring that the park is still operated and maintained for public outdoor recreation.

I have attached the grant agreements and maps for the Lake Como Park. If you have any questions or concerns, please feel free to contact me.

Audrey

*Audrey Mularie
Park Grant Coordinator
DNR Division of Park and Trails
500 Lafayette Road, Box 39
St. Paul, MN 55155
651-259-5549*

From: Rodney Blank [mailto:rblank@acegroup.cc]
Sent: Tuesday, August 19, 2014 3:42 PM
To: Mularie, Audrey L (DNR)
Cc: 'Yendor'
Subject: RE: DNR Park Visit - Village and Lake Como Park

Audrey,

Could you clarify the location that you are calling Lake Como Park.

Not sure if you are referring to the Como Falls area, or the swimming pool area?

Thanks!

Rodney Blank
Administrator
City of Hokah
102 Main Street

8/20/2014

Park Grant History and Inspection Comments

City of Hokah

Hokah Village Park

Year: **1967** Project Number: **LW27-00109**

Project Dollars: Federal 1,623.71 State 795.94 Local 827.77

Project Description: Develop playground and restrooms.

Inspection Comments: Hokah Village Park: Inspection Date: July 22, 2014

The playground equipment is a nice addition to the park however, as installed, it is not accessible to persons with disabilities. A walkway needs to be provided to the playground area and the pea gravel surfacing replaced with an accessible wood fiber surfacing or rubber surfacing area. Here is a link to the ADA accessibility guidelines for play areas, www.access-board.gov/play/guide/intro.htm.

A walkway should be provided to the drinking fountain.

Lake Como Park

Year: **1979** Project Number: **LW27-01021R**

Project Dollars: Federal 6,000.00 State 3,000.00 Local 3,000.00

Project Description: Acquisition of 12 acres.

Inspection Comments: Lake Como Park: Inspection Date: July 22, 2014

The swimming facility is not accessible to persons with disabilities. Accessible parking and a walkway should to provided into the pool area and to the shelter.

Access to the falls from the fire station is good. Well maintained.

STATE OF MINNESOTA
STATE PLANNING AGENCY
OFFICE OF LOCAL AND URBAN AFFAIRS

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| SEQ. # | 11345 AID 613604 |
| SEQ. # | AID |
| SEQ. # | AID |
| S.P. # | 0053 |

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

City of Hokah Local Unit of Government 27-01021R Project Number
Lake Como Park Project Title Houston County
Date of approval through 12/31/92 Period Covered by this Agreement

PROJECT SCOPE:

The City of Hokah shall acquire approximately 17 acres of land for outdoor recreation purposes such as picnicking and playground facilities. Costs shall include audit fees.

Entire project

Stage Covered by this Agreement

Project Cost

Estimated Total Cost \$ 20,500.00
Fund Amount* \$ 10,250.00

The following attachments are hereby incorporated into this agreement:

1. Project Proposal
2. Contract Work Hours & Safety Standards Act
3. Requirement for Affirmative Action

*Fund amount: This is the maximum amount of federal funds that shall be provided on the project.

The State of Minnesota, by its delegated official, the State Planning Agency, Office of Local and Urban Affairs, (hereinafter referred to as "State") and

City of Hokah

(hereinafter referred to as "local unit") mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965 (78 Stat. 897) and subsequent amendments, the Regulations of the Bureau of Outdoor Recreation and the following items, promises, and conditions, that are part of this agreement:

The following terms as used herein shall have the following definitions:

1. "BOR" means the Bureau of Outdoor Recreation, United States Department of Interior, which administers the Land and Water Conservation Fund Act.
2. "Commissioner" means the Commissioner of the Department of Natural Resources, State of Minnesota, or any representative lawfully delegated the authority to act for said Commissioner. The Commissioner is the state liaison official for the Land and Water Conservation Fund Act.
3. "Director" means Director of the Office of Local and Urban Affairs, or any representative lawfully delegated the authority to act for said Director.
4. "Federal Funds" means those monies made available by the United States of America for projects under the Land and Water Conservation Fund Act of 1965, (78 Stat. 897).

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| Agency/Authority <u>TRADE & ECONOMIC DEV. / BONNIE BURT</u> | RM-00062-51 Doc. I.D. OUTDOOR Recreation Files | Microfilm Signature <u>J. Snyder Hayes</u> | Date <u>1-2-89</u> |
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5. "LAWCON" means the program established by the Act of Congress entitled Land and Water Conservation Fund Act of 1965, (as amended) (16 Stat. 497) that provides grants for outdoor recreation projects.
6. "Local Unit" means the political subdivision of the State of Minnesota that is the applicant-recipient of the grant, in accordance with this agreement.
7. "Manual" means the Bureau of Outdoor Recreation's Grants-in-Aid Manual.
8. "Project" means the planned undertaking for outdoor recreation that is the subject of this agreement.
9. "Regional Director" means the Director of the Bureau of Outdoor Recreation, or any representative lawfully delegated the authority to act for said Regional Director.
10. "State" means the State of Minnesota, the Office of Local and Urban Affairs of the State Planning Agency, which administers the LAWCON program for the State of Minnesota.

A. GENERAL PROVISIONS

1. The State hereby agrees, in consideration of the promises made by the local unit herein, to accept funds from the United States and to reimburse the local unit for the United States' share of the project stage, as approved by the Regional Director. This agreement shall not obligate the State for any of the project costs described herein, except the monies received from the United States for reimbursements of project work completed by the local unit. The State shall not be held liable for costs incurred by the local unit which are determined to be nonreimbursable by the BOR. Costs shall not be reimbursed without written proof that the funds have been paid.
2. The local unit hereby agrees, in consideration of the promises made by the State herein, to execute the project stage herein described in accordance with the terms of this agreement. It is hereby understood that the local unit has reviewed the attached BOR forms and the attachments thereto and has found them acceptable.
3. The local unit further agrees that in the event the project or any part of the project shall be ruled to be nonreimbursable, any federal monies already paid under this agreement by the State, shall be repaid upon the demand of BOR to the State for repayment to the United States.
4. It is agreed by the parties hereto that when federal funds are not available for the project within one year of the date of this agreement, this agreement shall be null and void.
5. When the local unit fails to provide the maintenance required under this agreement, the State may withhold current or future payments to the local unit on any projects until the local unit complies with this provision.
6. In the event that the local unit defaults on the project, the State may maintain the project and shall be authorized to charge the local unit for the cost of maintenance. Such costs of maintenance shall constitute a debt due and owing to the State.
7. The local unit shall obtain the Secretary of the Interior's written approval before any change is made on the project from the original recreational purpose or jurisdictional control.

B. PROJECT APPLICATION

1. The application for Federal funds (for Construction Programs) bearing the same project number as this agreement is hereby made a part of this agreement.
2. The State shall transfer to the local unit all funds granted hereunder except for any State indirect cost rate that is specified in the proposal.

C. PROJECT EXECUTION

1. The project period shall begin on the date of approval of this agreement by the Regional Director and shall terminate 3 years from that date unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.

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| TRADE & ECONOMIC DEV. BONNIE BURT | Doc. I.D. GUTDOCK Reviewed by | <i>J. Snyder Hayes</i> | 1-20-77 |

2. The local unit shall execute and complete the project in accordance with the time schedule set forth in the project proposal. Failure to register satisfactory progress, or to complete this or any other project under the LAWCON program to the satisfaction of the Commissioner, Director, or Regional Director may be cause for the suspension of all obligations of the United States and the State under this agreement.
3. Construction contracts for by the local unit shall meet the following requirements:
- (a) Contracts for construction in excess of \$2,500 shall be awarded through a process of competitive bidding. One (1) copy of all bids and one (1) copy of the contract shall be submitted to the Director after BOR approval of this agreement.
 - (b) The local unit shall inform all bidders on contracts for construction in excess of \$2,500 that Federal funds are being used in the construction.
 - (c) Written change orders to contracts for construction in excess of \$2,500 shall be issued for all necessary changes in the facility. The orders shall be made a part of the project file and shall be kept available for audit upon request for three years after completion of the project. One (1) copy of the order shall be submitted to the Director.
 - (d) The local unit shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause as provided by Minnesota and Federal statutes.

"(2) The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders, of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
 - (e) The local unit shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the BOR and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the BOR and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the BOR pursuant to Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965, and (6) refrain from entering into any contract with a contractor delisted from Government contracts under Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965.
4. The local unit shall secure completion of the work in accordance with the approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

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| TELE & COMM. DIV. / BORNEO DIST. | Doc. ID: 00062-51 | <i>James J. [Signature]</i> | 2-12-59 |

5. The local unit shall permit periodic site visits by the Regional Director and by the Director to insure work progress in accordance with the approved project, including a final inspection upon project completion.
6. In the event funds shall not be available for future stages of the project, the local unit shall bring the project to a point of usefulness agreed upon by the local unit, the Director, and the Regional Director.
7. Prior to any major changes from the project proposal, the recommended change shall be submitted to the Director, who shall transmit the recommendation to the Regional Director for approval.
8. Development plans and specifications shall be available for review by the Director upon request.
9. The local unit shall comply with the terms of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act and Minn. Stat. Sect. 117.50 et seq., relating to eminent domain and uniform relocation assistance.
10. When any tract or parcel of, or interest in, real property subject to purchase under this agreement, but not identified herein, shall be found by the Director or Regional Director to be unsuitable for Federal funds, all obligations of the United States hereunder shall cease as to the parcel, tract or interest.

D. PROJECT COSTS

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual and OMB Circular No. A-87.
2. This agreement shall include the use of the indirect cost rate, if any, currently approved by the Office Audit and Investigations, Department of the Interior, in accordance with OMB Circular No. A-87, for the local unit.
3. All program income earned during the project period shall be retained by the local unit and shall be deducted from the total project costs to determine the net costs on which the BOR's share of costs shall be based. In addition, on acquisition projects, all additional program income earned after the project period has expired, but before the project has been developed for public outdoor recreation purposes, shall be deducted from the total project costs of other active projects to determine the net costs on which the BOR's share of costs of the project shall be based. (For the purpose of this clause, the term "program income" shall mean any income received by the grantee from the sale, rental, lease, or other disposition of any of the project assets, and shall not include entrance fees and other charges customarily collected from recreation users of the site.)

E. PROJECT ADMINISTRATION

1. The local unit shall promptly submit any reports that the Director may request.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the Director or Regional Director upon request.
3. Any monies advanced to the local unit are "public monies" (owned by the Federal Government) and shall be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.
4. The local unit shall use any funds received by way of advance payment from the United States under the terms of this agreement solely for the project or project stage described herein.
5. Because one of the basic objectives of the LAWCON program is to enhance and increase the nation's outdoor recreation resources, the local units shall use the Federal funds granted hereunder consistent with those objectives. These funds shall result in a net increase in a local unit's outdoor recreation program, at least commensurate with the Federal cost share, and shall not be used as a replacement or substitution of a local unit's outdoor recreation funds.

F. PROJECT TERMINATION

1. A project shall commence when the local unit makes any expenditure or incurs any obligation with respect to the project. The local unit may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement.
2. Failure by the local unit to comply with this agreement or any similar agreement may be cause for the suspension of all obligations of the United States or State hereunder. However, such failure to comply with this agreement shall not be cause for the suspension of all of these obligations when, in the judgment of the Regional Director and Director, the failure was not due to the fault of the local unit. In such case, the minimum costs of any irrevocable obligations properly incurred shall be eligible for funds under this agreement.
3. It shall be recognized that the benefit to be derived by the United States from the full compliance by the local unit with the terms of this agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States. Because repayment by the local unit to the State of the funds extended under this agreement would inadequately compensate the United States for any breach of this agreement by the local unit, the local unit agrees that the appropriate remedy for a breach of this agreement by the local unit shall be the specific performance of this agreement.

G. CONFLICT OF INTERESTS

1. No official or employee of the local unit who shall be authorized in his official capacity to negotiate, make, accept, or approve, or to take part in decisions regarding a contract or subcontract in connection with this project shall have any

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| | Revision File | | |

financial or other personal interest in any such contract or subcontract.

2. No person performing services for the local unit in connection with this project shall have a financial or other personal interest other than his employment or retention by the local unit, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the local unit shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the State, and the officer, employee or person has not participated in the acquisition for or on behalf of the State or the local unit.
3. No member of or delegate to Congress shall be allowed any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The State and local unit shall be responsible for the enforcement of these conflict of interest provisions.

H. HATCH ACT

No officer or employee of the State or Local unit whose principal employment is connected to any activity which is financed in whole or in part by this agreement shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

I. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years, with the following qualifications:
 - (a) The records shall be retained beyond the three-year period when audit findings have not been resolved.
 - (b) Records for nonexpendable property which was acquired with Federal grant funds shall be retained for three years after its final disposition.
2. The retention period shall commence on the date of the submission of the final expenditure report.
3. State and local units shall be authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local units and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.
5. The local unit may use any generally accepted account system that meets minimum requirements set forth in the Manual.

J. USE OF FACILITIES

1. The local unit shall provide suitable public acknowledgement of the use of LAWCON funds on the project site.
2. The local unit shall not at any time convert any property acquired or developed pursuant to this agreement to uses other than the public outdoor recreation uses specified in the project proposal attached, hereto, without the prior written approval of the Director or Regional Director.
3. The local unit shall operate and maintain or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this agreement, in accordance with the requirements of the Manual. Sanitation and sanitary facilities shall be maintained in accordance with the applicable state and local public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguards, and similar supervision shall be provided to the extent possible. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage use of the project.
4. The local unit shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the type of facility.

K. NONDISCRIMINATION

1. The local unit shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or National origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to this agreement. The local unit shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the State or any political subdivision or other appropriate public agency to which fund assistance or property acquired or developed with fund assistance has been transferred for the period during which the area or facility is used for public outdoor recreation purposes.
2. The local unit shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant shall be to provide employment or (2) discriminatory employment practices shall result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
3. The local unit shall comply with the regulations promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior, 43 C.F.R. 17.
4. The local unit shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be based on residence.

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K. COMPLIANCE

The local unit shall be responsible for compliance with this agreement by any political subdivision or public agency to which funds are transferred pursuant to this agreement. Failure by the political subdivision or public agency to comply shall be deemed a failure by the local unit to comply with this agreement.

M. MANUAL

The local unit shall comply with the policies and procedures set forth in the Bureau of Outdoor Recreation Manual. Said Manual is hereby incorporated into and made a part of this agreement.

N. SPECIAL PROVISIONS

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

Any reference to the Bureau of Outdoor Recreation (BOR) contained in the agreement, or in any attachment incorporated thereto, shall hereinafter be considered a reference to the Heritage Conservation and Recreation Service (HCRS).

This agreement shall be binding on the State and the local unit, and the persons whose signatures appear hereon, as authorized by statute and resolution to sign this agreement in behalf of the aforesaid local unit. In witness whereof, the parties hereto have executed this agreement as of the date entered below.

APPROVED:

COMMISSIONER OF ADMINISTRATION

By [Signature]
Date 9/7/79

STATE OF MINNESOTA

STATE PLANNING AGENCY

By [Signature]
Date 8-28-79

ATTORNEY GENERAL
STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL
By /s/ DOUGLAS T. BLOMGREN
Special Assistant
Title Attorney General
Approved as to form and execution this

30 day of Aug
19 79

LOCAL UNIT OF GOVERNMENT

For City of Hokah
CITY, VILLAGE, OR COUNTY
Edward F. Londyocky
By [Signature]
Mayor

Date 8-7-79
Ernest R. Sloan
By [Signature]
Administrator
Date 8/7/79

STATE AUDITOR
Not Encumbered
By [Signature]
Date 9/17/79

SEAL AFFIXED

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| | Doc. ID. 007 0000 Renewal Date | | |

STATE OF MINNESOTA
 STATE PLANNING AGENCY
 OFFICE OF LOCAL AND URBAN AFFAIRS

DEPT. #30000
 SEQ # 10699 AID 013406
 SEQ # _____ AID _____
 SEQ # _____ AID _____
 SPA # 09293
 0533910001

AGREEMENT FOR STATE GRANT-IN-AID FOR OUTDOOR RECREATION PROJECT

City of Hokah _____ 27-01021R
 Local Unit of Government Project Number

Lake Como Park _____ Houston
 Project Title County

STATE GRANT SUMMARY

Total Cost \$ 20,500.00
 State Grant Support 25 % of total cost
 State Grant Amount 5,125.00

This agreement is made by and between the State of Minnesota, acting by and through the State Planning Agency, Office of Local and Urban Affairs (hereinafter called the "Grantor") and City of Hokah (hereinafter called the "Grantee")

This agreement is made pursuant to (strike out inapplicable provision)

- Minnesota Laws 1977, Chapter 455, Section 33, Subdivision 9, paragraphs g and h,
- ~~Minnesota Laws 1977, Chapter 421, Section 2 and Minn. Regs. 10-MR2A § 8.1, 305, 3.306 as applicable,~~

and is based upon the application of the Grantee for a state grant-in-aid for an outdoor recreation project.

The Grantor hereby agrees to award the Grantee a grant in the amount of five thousand one hundred twenty-five dollars (\$ 5,125.00) in consideration of the promise of the Grantee to use the funds to carry out the project as detailed in the application dated 12/11/78 and supporting documents, which are hereby made a part of this agreement.

It is recognized by the parties that this grant is made in addition to federal grant 27-01021R Lake Como Park and does not abrogate any duty, obligation or benefit created under the terms of that federal grant. The parties hereto agree as follows:

- (1) Accounting. The grantee shall (a) maintain a separate account of grant funds; (b) establish procedures to prevent commingling of such funds with other funds; (c) maintain accurate and complete accounting of the expenditure of grant funds; and (d) make available complete accounting and supporting information upon the request of Grantor.

S.P.A.-OLUA OR-4

ADJACENT DOCUMENT WAS SUPPLIED BY AGENCY NAMED BELOW, DURING THE REGULAR COURSE OF BUSINESS, TO BE FILMED BY STATE OF MINNESOTA MICROGRAPHIC SERVICES UNIT ACCORDING TO NATIONAL BUREAU OF STANDARDS REQUIREMENTS FOR PERMANENT MICROFILM AND ACCORDING TO FILED PROCEDURES FOR THIS DOCUMENT.

| | | | |
|--|---|--|------------------------|
| Agency/Authority <u>TRADE & ECONOMIC DEV. BONNIE BURT</u> | RM 00062 51 Doc. ID OUTDOOR RECREATION File # | Microfilm Signature <u>J. Snyder Hughes</u> | Date <u>1-30-79</u> |
|--|---|--|------------------------|

- (2) Audit and Report. The Grantee shall furnish the Grantor with an itemization of all expenditures of project funds, including state and local funds and a status report of the project, at 6 month intervals. The first report shall be due six months from the date of this agreement. Upon the expenditure of all project funds, the Grantee shall provide the Grantor with an independent audit that project funds were expended in accordance with this agreement. This final report shall be accompanied by a statement showing the project expenditure in detail.
- (3) Excess Funds. When there is an overpayment by the State, the amount of overpayment shall be refunded to the Treasurer of the State of Minnesota.
- (4) Uniform Relocation Assistance and Real Property Acquisition Policies. The grantee shall comply with the terms and intent of the Minnesota Statutes, Section 117.50 - 117.56 relating to eminent domain, uniform relocation assistance and real property acquisition. No relocation expenditures shall be made from this State grant.
- (5) Contracts for materials, supplies, or construction.
- (a) Any contract for materials, supplies or construction made by the Grantee pursuant to this agreement shall contain provisions of nondiscrimination by reason of race, creed, or color, as required by Minnesota Statutes, Section 181.59.
- (b) Any contract made pursuant to this agreement shall be in conformity with State Law, including the provisions of Minnesota Statutes, Section 471.345.
- (6) The Grantee shall provide adequate maintenance of the project area acquired and the facilities constructed thereon pursuant to this agreement, as required under state law and the regulations.

APPROVED:

COMMISSIONER OF ADMINISTRATION

By [Signature]
Title _____

ATTORNEY GENERAL
STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL

By DR. DOUGLAS C. BLOMGREN
Special Assistant
Attorney General

Title _____
Approved as to form and expiration this
22 day of July
19 77

DEPARTMENT OF FINANCE

Not Encumbered _____
By [Signature]
Date 5/11/77

STATE OF MINNESOTA

STATE PLANNING AGENCY

By ARTHUR E. SIDNER
DIRECTOR, OFFICE OF LOCAL & URBAN AFFAIRS
Date 7-19-77

LOCAL UNIT

For [Signature]
NAME OF LOCAL UNIT _____
By [Signature]
MAYOR OR CHAIRMAN (NAME & TITLE)
Date _____
By [Signature]
CLERK OR AUDITOR (NAME & TITLE)
Date _____

SEAL AFFIXED

ADJACENT DOCUMENT WAS SUPPLIED BY AGENCY NAMED BELOW, DURING THE REGULAR COURSE OF BUSINESS, TO BE FILMED BY STATE OF MINNESOTA MICROGRAPHIC SERVICES UNIT ACCORDING TO NATIONAL BUREAU OF STANDARDS REQUIREMENTS FOR PERMANENT MICROFILM AND ACCORDING TO FILED PROCEDURES FOR THIS DOCUMENT.

| | | | |
|---|--------------|------------------------------------|-----------------|
| Agency/Authority TRADE & ECONOMIC DEV. / BONNIE BURT | FIM 00062 51 | Microfilm Signature [Signature] | Date 1-30-77 |
|---|--------------|------------------------------------|-----------------|

PERFORMANCE REPORT

November 3, 1980

27-010216R, Lake Como Park
City of Hokah, Houston County

This project was formally approved on June 11, 1979.

This billing reflects costs assumed for land acquisition of 12.0 acres.

Summary:

| | |
|-------------------------------|--------------------------|
| Parcel Data Sheet, Parcel One | 3.78 Acres |
| Parcel Two | 12.50 Acres |
| | <u>16.28</u> Total Acres |

| | |
|---------------------------------------|--------------------------|
| Legion Ballfield Deleted from Project | - 3.78 |
| | <u>12.50</u> Total Acres |

| | |
|--|-----------|
| Pool Complex, Deleted from State side of grant but is recognized as part of LANCON project boundary. | .50 Acres |
|--|-----------|

Acquisition resulted in 12.0 acres being acquired by the City. Como Development Company donated the City's share of \$3,000 toward the grant.

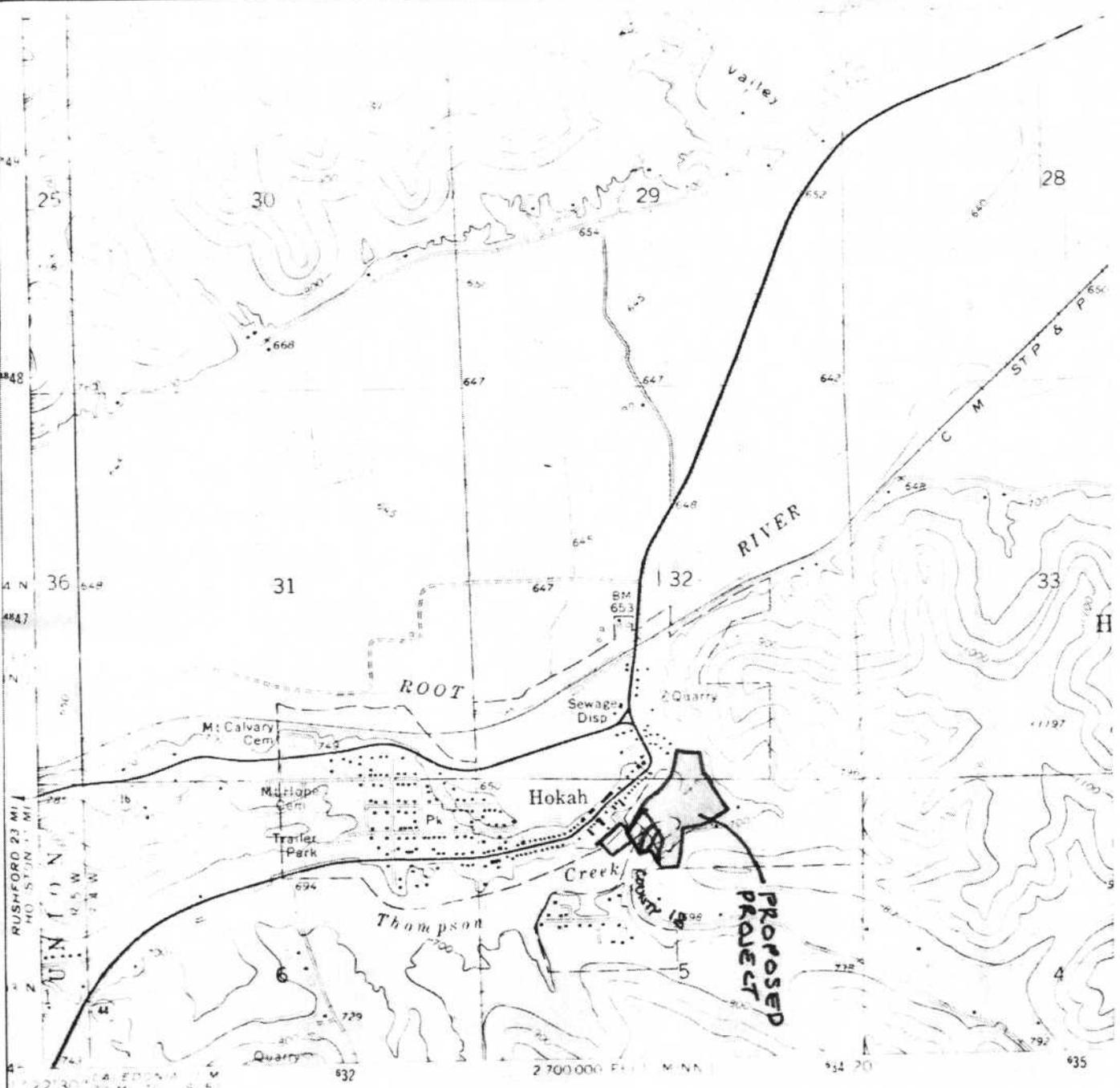
This project is 100 percent completed.

Island E. Newman
Island E. Newman, Director
Office of Local and Urban Affairs

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| | | | |
|-----------------------------------|--|---------------------|---------|
| Agency/Authority | RM-00082-81 | Microfilm Signature | Date |
| TRADE & ECONOMIC DEV. BONNIE BURT | Doc. I.D. OUTDOOR Reel # 1111 File # | <i>[Signature]</i> | 1-28-77 |

H LOCATION MAP



RUSHFORD 23 MI
HO ST J N MI

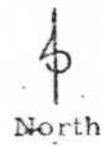
22°30' 33" N 90° 33' W
2700000 Easting
4847000 Northing

Mapped, edited, and published by the Geological Survey
Wisconsin Geological Survey in cooperation with the State of Wisconsin agencies
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Code 31 - Boundary Map
September 23, 1980

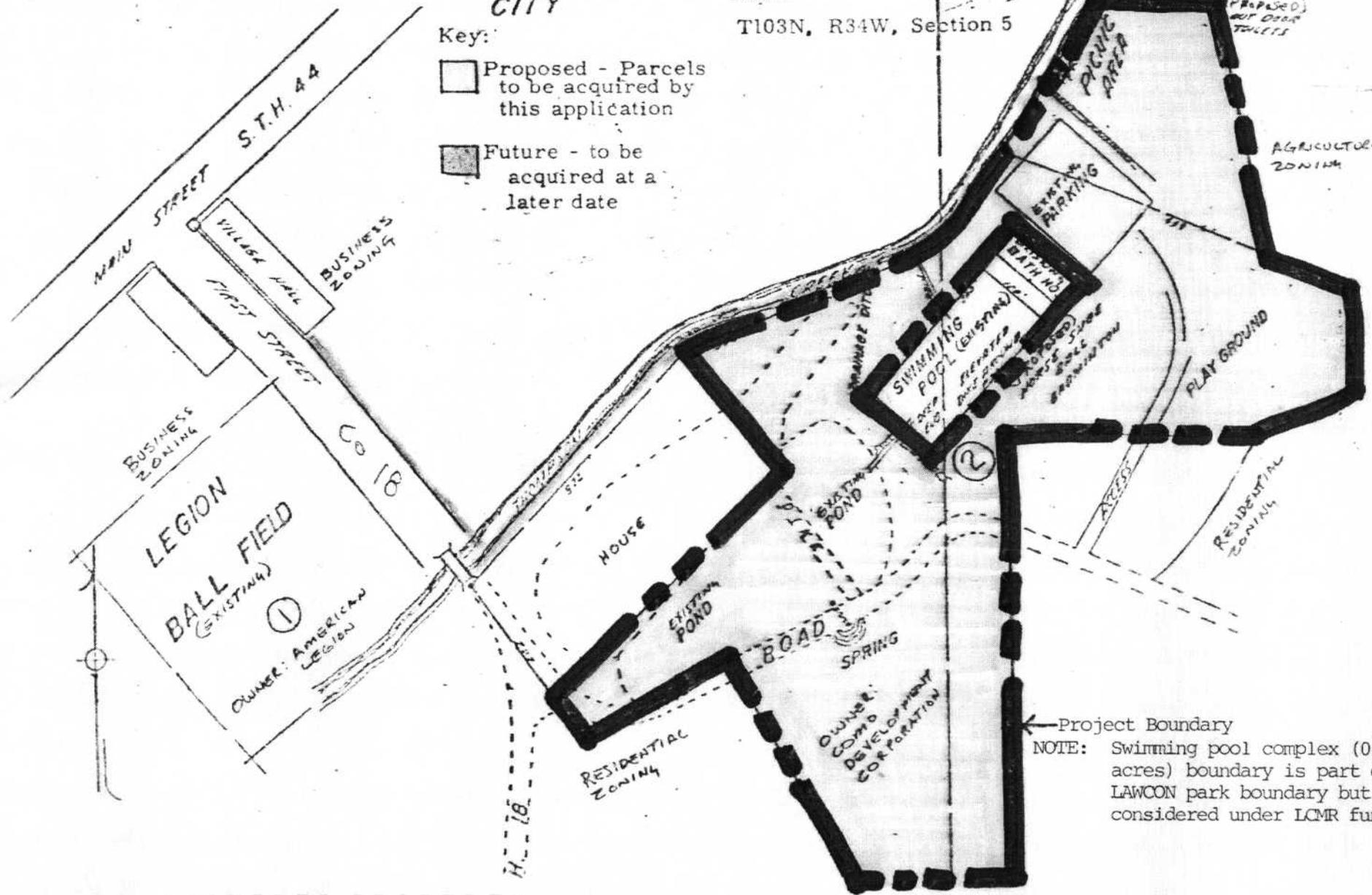
LAKE COMO PARK, 27-01021@R
no scale
Date: December 11, 1978
Houston County, City of Hoka

Sample



T103N, R34W, Section 5

- CITY**
- Key:
- Proposed - Parcels to be acquired by this application
 - Future - to be acquired at a later date



← Project Boundary
NOTE: Swimming pool complex (0.5 acres) boundary is part of the LAWCON park boundary but not considered under LCMR funding.

AS-ACQUIRED PROPERTY