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 refering 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 fibar 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.
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

City of Hokah
Local Unit of Government

Lake Como Park
Project Title

Date of Approval through 12/31/92

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

<table>
<thead>
<tr>
<th>Estimated Total Cost</th>
<th>$20,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Amount</td>
<td>$10,250.00</td>
</tr>
</tbody>
</table>

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

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.

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 terms, 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.


0. "Local Unit" means the political subdivision of the State of Minnesota that is the applicant-recipient of the grant, in accordance with this agreement.


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 form 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 herein 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.
7. The local unit shall ensure that the work is carried out in accordance with the approved construction plans and specifications, and shall ensure compliance with all applicable Federal, State, and local laws and regulations.

Page 3 of 7 Pages
STANDARDS REQUIREMENTS FOR PERMANENT MICROFILM AND ACCORDING TO FILED PROCEDURES FOR THIS TO BE FILMED BY STATE OF MINNESOTA MICROGRAPHIC SERVICES UNIT ACCORDING TO NATIONAL BUREAU OF ADJACENT DOCUMENT WAS SUPPLIED BY AGENCY NAMED BELOW, DURING THE REGULAR COURSE OF BUSINESS.

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 of 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 BDR's share of costs shall be based. In addition, all 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 the project proposal to determine the net costs on which the BDR'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, lease, license, 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 area.)

E. PROJECT ADMINISTRATION

1. The local unit shall promptly submit any reports that the Director may require.

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 property advanced to the local unit shall be "public property" (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 certified and escrowed 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 unit shall use the federal funds granted hereunder consistent with those objectives. These funds shall result in a net increase in local unit's outdoor recreation programs, at least commensurate with the Federal cost share, and shall not be used as a replacement or substitution of a local unit's own recreation funds.

F. PROJECT TERMINATION

1. A project shall commence when the local unit makes any expenditure or incurs any obligations 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 irrecoverable 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. Therefore, agreement by the local unit to the State of the funds expended under this agreement would be equivalent to compensation by 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

Page 4 of 7 Pages

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: FM 00032-51

Microfilm Signature: Date: 12/10/95

[Signature]
2. No person performing services for the local unit in connection with this project shall have a financial or other personal interest in any such personal interest in the use of facilities. No officer, employee, or agent of the local unit shall have any financial or other personal interest in any real property acquired or developed pursuant to this agreement. The local unit shall immediately take any measures necessary to protect the public interest in any such personal interest in the use of facilities.

3. No member of or delegate to Congress shall be allowed any share or part of this agreement, or to any benefit arising therefrom, unless such share shall be in the form of an agreement made with a corporation for its general benefit.

4. The State and local units 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 prescribed in the Hatch Political Activity Act (5 U.S.C. Sec. 118k (1984), with the exceptions shown herein).

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, the following qualifications:

(a) The records shall be retained beyond the three-year period when audit findings have not been resolved.

(b) The records for nonexpendable property acquired with Federal funds shall be retained for three years after final disposition.

2. The records 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 all books, documents, papers, and records of the State and local units and their subdivisions which are pertinent to a specific audit for the purpose of making routine examinations, including audits.

5. The records maintained shall be used generally accepted accounting systems that meet minimum requirements as 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 use other than the public outdoor recreation with which the property was acquired or developed.

3. The records shall be retained beyond the three-year period when audit findings have not been resolved.

4. 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. Property 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 sudden deterioration and to encourage use of the project.

5. 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 property.

K. NonDiscrimination

1. The local unit shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and in accordance with Title VI of the 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 facilitate this provision. This assurance shall be binding on the State or any political subdivision or any 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 the regulations promulgated pursuant to the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (i) the primary purpose of a grant is to provide employment or (ii) 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 persons on the basis of race, color, or any other reason that the reasonable differences in admission or other fees may be based on race.
X. COMPLIANCE

The local unit shall be responsible for compliance with the terms of the 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 default by the local unit to comply with this agreement.

 XII. 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.

XIII. 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 therein, shall be considered a reference to the Heritage Conservation and Recreation Service (HCRC).

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

APPROVED:

COMMISSIONER OF ADMINISTRATION
By /

DATE 3/1/79

ATTORNEY GENERAL
STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL
By /S/Douglas V. Dohmen
Title Special Assistant
Approved as to form and execution this
30 day of June
1979

STATE AUDITOR
Not Encumbered
By /

DATE 3/1/79

STATE OF MINNESOTA
STATE PLANNING AGENCY
By /

DATE 6-2-79

LOCAL UNIT OF GOVERNMENT
CITY, TOWNSHIP, OR COUNTY
By /

DATE 6-2-79

ADMINISTRATOR
By /

DATE 6-2-79

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

AGREEMENT FOR STATE GRANT-IN-AID FOR OUTDOOR RECREATION

City of Hokah
Local Unit of Government

Lake Como Park
Project Title

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 457, Sections 2 and Minn. Regs. 10-200A § 8.3-303.2.305 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 27-010213-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.
(2) Audit and Report. The Grantee shall furnish the Grantor with an itemized statement 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:

STATE OF MINNESOTA

STATE PLANNING AGENCY
By:

DIRECTOR, OFFICE OF LOCAL & URBAN AFFAIRS
Date:

LOCAL UNIT
For:

NAME OF LOCAL UNIT
By:

MAYOR OR CHAIRMAN (NAME & TITLE)
Date:

CLERk OR AUDITOR (NAME & TITLE)
Date:

SEAL AFFIXED

DEPARTMENT OF FINANCE
Not Encumbered
By:

Date:

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.
PERFORMANCE REPORT
November 3, 1980

27-01021R, 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
- 16.28 Total Acres
- Legion Ballfield Deleted from Project: 3.78 Acres
- Pool Complex, deleted from State side of grant but is recognized as part of LAWCON project boundary.

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.

Leland E. Newnan, Director
Office of Local and Urban Affairs
NOTE: Swimming pool complex (0.5 acres) boundary is part of the LAWCON park boundary but not considered under LCMR funding.