



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 5

9:45 am Don Reak (10 min)

RE: Resolutions

RE: Kasota River Access

Staff Contact:

COMMISSIONERS MEETING

June 2, 2015

Time: 9:45 AM

Need to have commissioners approve two **(2) resolutions** for Lake Washington Park. We are working on getting the Lake Washington Park formally designated as a Regional Park.

Regional Park Designation will make the park eligible for the Regional Parks and Trails Legacy funding program and other funding as well.

This is something new that the Greater Minnesota Regional Parks and Trails Commission have been working on with the Legislators. Le Sueur County is a member of the Greater Minnesota Regional Parks and trails. There is no guaranty that we will get the designation, but we are going to try our hardest to get it as a Regional Park.

The **GMRPTC** was formed so that all of the Parks and Trails Legacy money would not end up in the hands of the 7 county metropolitan areas.

1. First Resolution: The Le Sueur County Commissioners here by approve of having Lake Washington County Park formally designation as a Regional Park.

2. Second Resolution: The Le Sueur County Commissioner here by approve the Master Plan for Lake Washington County Park

After we complete the Lake Washington Park Designation, I want to start work on getting the Ney County Park, the Designation of Regional Park.

I have attached some information on the Regional Park Designation:

Don Reak
Parks Director

Application for Regional Designation Workshop

Greater Minnesota Regional Parks and Trails Commission

Access Application at GMRPTCommission.org

APPLICATION INFORMATION

This application process gives all cities, townships, and counties in Greater Minnesota equal opportunity to request that a park or trail be formally designated as being regionally significant. Regional designation by the GMRPTC is required prior to recommendation for Legacy Parks & Trails funding by the Commission.

The application can be accessed at:
GMRPTCommission.org → "Applications" Tab

Click "Request for Designation as Regional Park or Trail" –or- dms.gmrptcommission.org

Only one User Name/Password per applicant agency, please – share among staff if necessary.

SAVE your work on each page before moving on. You can return to the application anytime up until you **SUBMIT**.

Deadline: June 30

APPLICATION ASSISTANCE

An online tutorial will be available on the "Applications" tab by mid-May.

Technical assistance is available; contact System Plan Coordinator Joe Czapiewski at Coordinator@GMRPTCommission.org.

Staff will be available to review for completeness **by request only** before June 22. Email us to request the review **BEFORE** you submit the application. Once it is submitted, the application is complete.

Key Document: In submitting the application, it is presumed that all applicants are familiar with the pertinent provisions of the GMRPTC Strategic Plan, Chapter 3, which lists all detailed selection criteria, Available at GMRPTCommission.org → "Important Links" in the lower right corner.

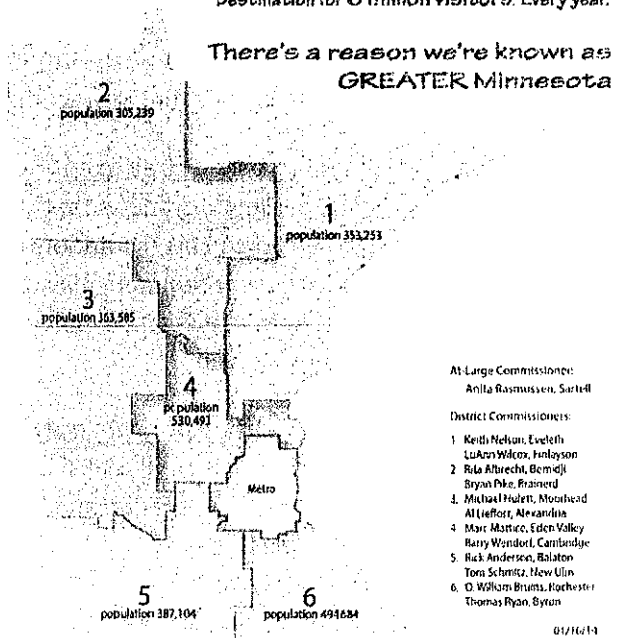
Greater Minnesota Regional Parks and Trails Commission

Serving 80 counties and 214 cities.

Home to 2.4 million residents.

Destination for 6 million visitors. Every year.

There's a reason we're known as
GREATER Minnesota



Greater Minnesota Regional Parks & Trails Commission
Regional Designation Application Process
FAQ – 5.1.15

Q: What is the Greater Minnesota Regional Parks & Trails Commission (GMRPTC)?

A: The Greater Minnesota Regional Parks and Trails Commission was established in 2013. It undertakes system planning and provides recommendations to the legislature for projects funded by the Legacy Parks and Trails Fund for parks and trails of regional significance in counties and cities outside the seven-county metropolitan area.

Q: What does it mean to be “Regionally Designated?”

A: After considerable public and legislative involvement, MN Statute 85.536 established the GMRPTC and the criteria that set the standard for high-quality *regional* parks and trails across Greater Minnesota. Only those facilities that apply for evaluation are scored by the Evaluation Team and considered for selection by the Commission to become part of the statewide system plan, then becoming eligible for funding recommendations by the GMRPTC.



Q: Why would I want our park or trail to be “Regionally Designated?”

A: Achieving regional designation shows that your publicly-owned facility meets a very high standard for natural-resource based outdoor recreation and is part of a regional system across Greater Minnesota. While not required, it also makes you eligible for the Regional Parks and Trails Legacy funding program. It is estimated that at least \$8 million per year will be available for parks and trails across Minnesota that become part of the system plan.

Q: How can I tell if my park or trail might qualify as a regional facility?

A: Whether your park or trail is complete, a concept on paper, or somewhere in between, it is the facility's potential for quality outdoor recreation and to draw users from across the region that counts. Chapter 3 of the GMRPTC Strategic Plan details the criteria used to evaluate four classes of facilities – large Natural Resource-based Parks, Special Recreational Feature Parks, and both Non-motorized and Motorized Trails. Take the time to compare your facilities against the very specific criteria before you decide to apply. The Strategic Plan can be found on the website's HOME page under "Important Links".

Q: Who reviews the applications and determines regional eligibility?

A: A five member panel of skilled, independent evaluators, known as the Evaluation Team (ETeam), ranks the applications according to each one's potential to score well against the established criteria. If an application ranks well, additional information (a Unit Master Plan) is requested and a complete scoring evaluation is completed. Those scores are then forwarded to the GMRPTC, which reviews the scores, other information, and input from the District Planning Committees to determine which facilities will become part of the statewide system plan.

Q: How competitive is the evaluation process?

A: This is not strictly a competitive process. The GMRPTC's goal is to establish a system of high quality regional parks and trails in Greater Minnesota.

Q: Where can I learn more about the web-based application for regional designation?

A: The application itself can be accessed on the "Applications" tab on our website, or at dms.gmrptcommission.org. An application tutorial will also be available on the Applications page by mid-May.

Q: What if I have more questions?

A: Please contact a Commissioner in your District (info at gmrptcommission.org/commission-members.html), or System Plan Coordinator Joe Czapiewski at coordinator@gmrptcommission.org or 218-556-3651.

Master Plan Requirements Questions and Answers

Greater Minnesota Regional Parks and Trails Strategic Plan 5/1/15

Gmrptcommission.org

Question #1 – What is a master plan?

The intent of a master plan is to clearly describe the regional-level purpose and key features of a park or trail. Describing unique features and how the park or trail will provide a high quality outdoor experience is especially important. Master plans typically include written information, graphic layout plans, and photos. *Examples of master plans for various types of parks and trails can be found on the Commission’s website at the “Applications” page.*

Question #2 – Why is a master plan required?

The Commission’s review and acceptance of a master plan is vital to affirming that a park or trail is well-vetted, regionally significant, and merits formal regional designation. The master planning process is also seen as the best means to ensure that the initiator understands its own obligations and responsibilities as it relates to funding, ongoing operations, maintenance, and programming.

Question #3 – How detailed does a master plan need to be?

A master plan should be descriptive enough to meet the basic requirements defined on page 61 of the strategic plan (which is available on the Commission’s website at the “Our Work” page). It needs to convey the overall development intent, which typically includes a graphic plan and accompanying description of development features. It *does not* have to include detailed designs or constructive-level plan sets. The examples on the Commission’s website are intended to help convey the level of detail that is expected.

Question #4 – Is a master plan required to fill out an application for regional designation?

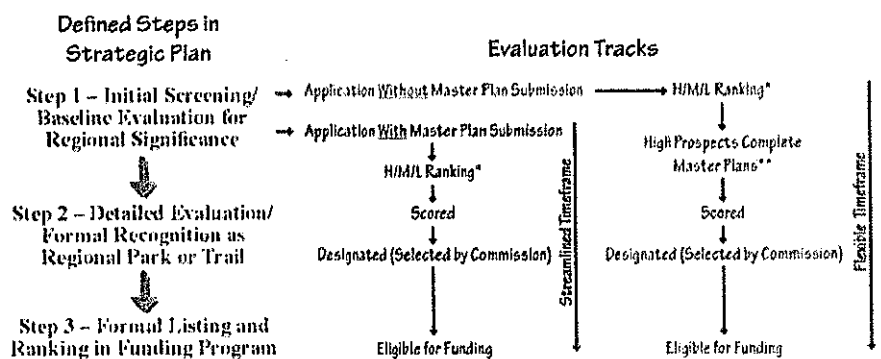
No! But a master plan will ultimately be required as part of formal designation as a regional park and trail. As the graphic illustrates, providing a master plan with an application can streamline the evaluation process.

Question #5 – Will the Commission Provide Guidance on How to Prepare a Master Plan?

Yes, for park or trail proposals that get through the initial screening with a high or medium ranking.

Steps in Designation Process – With/Without Master Plan

Greater Minnesota Regional Parks and Trails Commission



* Highest Ranked Applications Proceed Regional Parks and Trails Designation Process. Commission takes Active Role in Working with Top Prospects to Move Through Steps 2 and 3, with Timeframe Based on Needs of Circumstances

** Timeframe for Preparation of a Master Plan is Flexible and Based on Individual Circumstances

Note: Executive Director, E-Team, and Support Planners assist prospects in working through the process to ensure consistency and continuity in designation process

The Commission's staff will be available to offer suggestions and "point you in the right direction" on preparing a master plan. Periodic workshops and/or online tutorials may also be offered by the Commission on how to prepare a master plan.

Question #6 -- How much does a master plan typically cost?

Typically, the cost directly relates to the size and scale of a park or trail. On the smaller-scale end, or for less complex proposals, costs for a master plan can be very modest – in the \$10,000 to \$15,000 range. On the other end, costs can range between \$25,000 to \$50,000 or more for larger parks or longer trails with complex site issues and extensive proposed development.

Question #7 – Will the GMRPTC or other groups help pay for a master plan?

Generally, local cities, counties, or partners sponsoring an application will be responsible for the cost to prepare a master plan. It is viewed as part of the proposer's commitment to receiving regional designation for a park or trail, and ultimately becoming eligible to receive funding on a priority basis. (Note that the cost for preparing a master plan can be considered as part of cost sharing agreements at the point of funding.)

In select cases, the Commission may, at its discretion, support grant requests to fund master plans. Typically, this relates to situations where a park or trail is ranked high for its regional potential but the local initiators do not have the wherewithal to prepare a master plan without assistance.

We also recommend collaboration to help in master plan development. For instance, a small city may ask its county to help with plan development costs, setting the stage for being of assistance in the construction phase later. Where a park or trail crosses jurisdictional boundaries, it may be cost effective for all benefitting jurisdictions to cost-share master plan completion.

Steps in Designation Process – With/Without Master Plan

Greater Minnesota Regional Parks and Trails Commission

Defined Steps in Strategic Plan

**Step 1 – Initial Screening/
Baseline Evaluation for
Regional Significance**

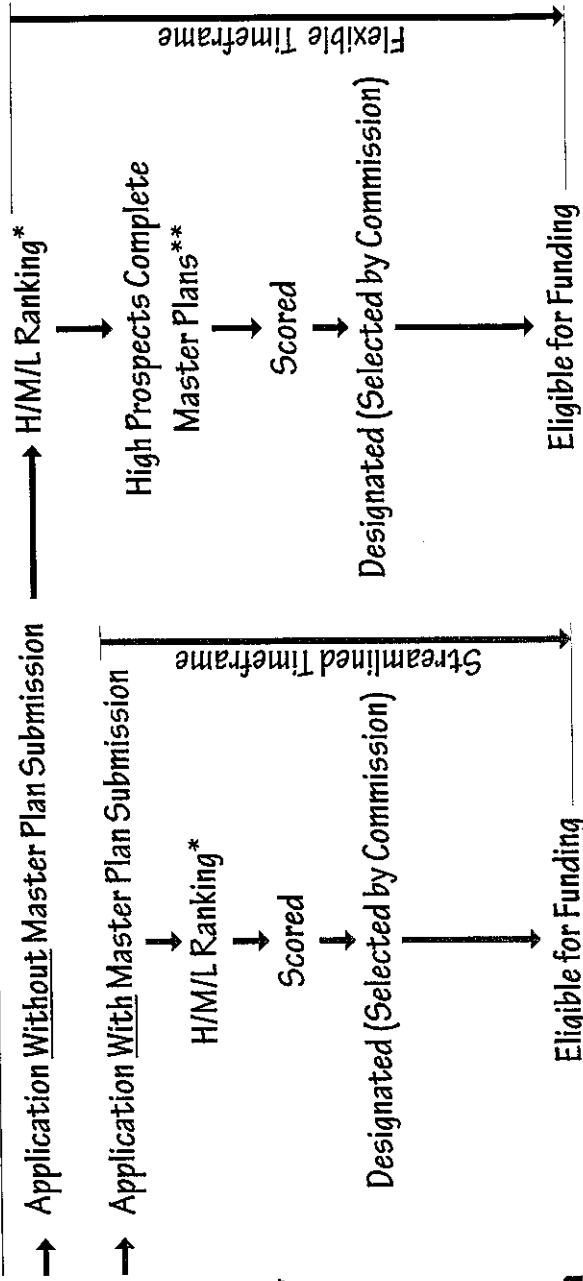


**Step 2 – Detailed Evaluation/
Formal Recognition as
Regional Park or Trail**



**Step 3 – Formal Listing and
Ranking in Funding Program**

Evaluation Tracks



* Highest Ranked Applications Become Regional Park or Trail Designation Prospects. Commission Takes Active Role in Working with Top Prospects to Move Through Steps 2 and 3, with Timeframe Based on Individual Circumstances.

** Timeframe for Preparation of a Master Plan is Flexible and Based on Individual Circumstances.

Note: Executive Director, ETeam, and Support Planners assist prospects in working through the process to ensure consistency and continuity in designation process.

MASTER PLAN



United States Senate

WASHINGTON, D.C. 20510

June 9, 1981

LeSueur County Board
of Commissioners
Route 2, Box 82
LeCenter, Minnesota 56057

Dear Chairman:

I was delighted to hear that you have been awarded a Land and Water Conservation Fund Grant from the Department of the Interior Heritage Conservation and Recreation Service in the amount of \$7,150 for outdoor recreation - acquisition, development and planning.

It is always a pleasure to send congratulations, and I am happy to share in your good news. If there is ever any matter in which I can be of service, please don't hesitate to contact me.

Best wishes for the successful completion of your project.

Sincerely,



Rudy Boschwitz
United States Senator

RB/ef
Enclosure

900 American Center
150 East Kellogg Boulevard
St. Paul, MN 55101-1421

612/296-5005
Fax: 612/296-1290

August 3, 1988

Mr. John Zimmerman
Park Coordinator
County Highway Building
P.O. Box 146
LeCenter, MN 56057

RE: LW27-01086, Kasota River Park
LeSueur County

Dear Mr. Zimmerman:

We have completed our audit of the cost documentation submitted for the referenced LAWCON/LCMR-funded project. The total eligible expenditures you have documented are less than the estimated total cost upon which your State advance LCMR grant was based. Thus, you will have to refund the overpayment of State funds you received.

The following financial summary illustrates the need for this refund:

	<u>Estimated Total Cost</u>	<u>Total State Grant</u>
Originally approved State Grant	\$14,300.00	\$ 3,575.00 (25%)
REVISED to reflect actual expenditures	13,874.75	- 3,468.69 (25%)
OVERPAYMENT OF STATE FUNDS		\$ 106.31

Consequently, please submit your check/warrant, payable to the Minnesota State Treasurer, in the amount of \$106.31 to:

Department of Trade and Economic Development
Outdoor Recreation Grants Section
ATTN: Dick Maloney, Financial Manager
9th Floor - American Center Building
150 East Kellogg Boulevard
St. Paul, MN 55101

If you have any questions on this matter, please contact me immediately at (612)297-3168. We would appreciate your prompt response to this matter, so that we may issue final payment of the federal LAWCON funds approved for this project.

Sincerely,

Dick Maloney

Richard Maloney
Financial Manager

An Equal Opportunity Employer

September 12, 1988

Mr. John Zimmerman
Park Coordinator
Route 2, Box 82
LeCenter, MN 56057

RE: LW27-01086, Kasota River Park
LeSueur County

Dear Mr. Zimmerman:

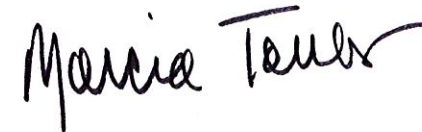
Congratulations on the successful completion of Kasota River Park. Please consider this correspondence official notice that all necessary final documents have been received and found acceptable. Receipt of this letter constitutes completion of our project closeout requirements.

We have reviewed and find satisfactory all project expenditure documentation you have provided. However, we wish to point out that actual expenditures are subject to verification by an independent federal or state audit. For that reason, you must retain all project records for a period of at least three years after the date of September 12, 1988.

In conclusion, we remind you that the land acquisition and/or development completed under the terms of this project must be retained by the sponsor and used for public outdoor recreation. No portion of this project site can be changed without the approval of the Outdoor Recreation Grants Section. To better insure compliance with this conversion policy, Kasota River Park is subject to an onsite inspection by either the National Park Service or the State of Minnesota at any time.

Sincerely,


Richard Maloney
Financial Manager


Marcia Taubr
Grants Manager

RECEIVED
SEP 15 1988
Le Sueur County
Auditor

February 12, 1990

Mr. John Zimmerman
Park Coordinator
Route 2, Box 82
LeCenter, MN 56057

RE: MR-627, Kasota River Park
LeSueur County

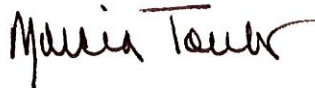
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Sincerely,



Marica Taubr
Grants Manager

LAWCON I/56-CP





Minnesota Department of Economic Development

September 4, 1981

John T. Zimmerman
Park Coordinator
Route 2, Box 82
LeCenter, MN 56057

RE: 27-01086, Kasota River Park
LeSueur County

Dear Mr. Zimmerman:

Enclosed is your copy of the executed Land and Water Conservation Fund Project Agreement for the above designated project.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Hanson".

Jeff Hanson, Grants Supervisor
Parks and Recreation Grants Section

/cak

Enclosures

480 Cedar Street, St. Paul, Minnesota 55101 612/296-2755

An Equal Opportunity Employer



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

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

LeSueur County
Local Unit of Government

27-01086
Project Number

Kasota River Park
Project Title

LeSueur
County

5/19/81 through 12/31/83
Period Covered by this Agreement

PROJECT SCOPE:

LeSueur County will acquire approximately 10.6 acres of park land to provide canoe and boating access to the Minnesota River.

Entire Project

Stage Covered by this Agreement

Project Cost

Estimated Total Cost \$ 14,300.00
Fund Amount* \$ 7,150.00

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

LeSueur County

(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).

5. "LAWCON" means the program established by the Act of Congress entitled Land and Water Conservation Fund Act of 1965, (as amended 78 Stat. 897) 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.

2. The local unit shall execute and complete the project in accordance with the time schedule set forth in the project proposal. Failure to render 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 contracted 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 debarred 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.

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 property 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

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.

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).

Any reference to the State Planning Agency contained in the agreement, or in any attachment incorporated thereto, shall hereinafter be considered a reference to the Department of Economic Development.

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

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 W. J. Wisner

Title 8.26.81

STATE OF MINNESOTA

STATE PLANNING AGENCY

By _____
DIRECTOR, OFFICE OF LOCAL & URBAN AFFAIRS

Date 6/18/81

ATTORNEY GENERAL
STATE OF MINNESOTA

By William S. O'Hara

Title SDAG

Approved as to form and execution this _____ day of _____

19 _____

LOCAL UNIT OF GOVERNMENT

For Le Sueur County
CITY, VILLAGE, OR COUNTY

By James J. O'Meara
MAYOR OR CHAIRMAN (NAME AND TITLE)

Date 6-15-81

By Jerry Orr
CLERK OR AUDITOR (NAME AND TITLE)

Date 6-15-81

STATE AUDITOR

Not Encumbered _____

By _____

Date _____

Original Signed by
JAN HOFER
AUG 31 1981

SEAL AFFIXED

For Development Project Only:

PRECONSTRUCTION CERTIFICATION

"I hereby certify that construction plans and specifications to be used in conjunction with _____
LW27-0 _____ shall meet all applicable Federal, State and Local codes and current engineering
practices; shall meet the requirements and standards of the Minnesota Department of Health; that health, safety,
durability, and economy shall receive consideration consistent with the scope and objectives of the project; that the
design shall be conscientiously prepared; that the proposed development shall be in a suitable environment and shall not
unduly detract from the esthetic value of the area; and that provisions shall be made to insure adequate supervision by
competent personnel."

By _____
SIGNATURE

NAME

COUNTY/MUNICIPAL ENGINEER OR ARCHITECT

DATE

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	a. NUMBER 27-01086 b. DATE 19 81 05 08	3. STATE APPLICATION IDENTIFIER	a. NUMBER SCH #80120512 b. DATE ASSIGNED 19 80 12 19
1. TYPE OF ACTION <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION <small>(Mark appropriate box)</small> <input type="checkbox"/> NOTIFICATION OF INTENT (Opt) <input type="checkbox"/> REPORT OF FEDERAL ACTION		Leave Blank			
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name : Leland E. Newman, Director b. Organization Unit : Office of Local and Urban Affairs c. Street/P.O. Box : 550 Cedar St., Capitol Square Bldg. d. City : St. Paul 6330 e. County : Ramsey 123 f. State : Minnesota g. ZIP Code: 55101 h. Contact Person (Name & telephone No.) : Pete Klose : 612/296-1145				5. FEDERAL EMPLOYER IDENTIFICATION NO.	
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT KASOTA RIVER PARK, LeSueur County 27-079-0000 Route 2, Box 82, LeCenter, MN 56057 LeSueur County will acquire approximately 10.6 acres of park land to provide canoe and boating access to the Minnesota River.				6. PRO-GRAM (From Federal Catalog) a. NUMBER 1150400 b. TITLE Outdoor Recreation - Acquisition, Development & Planning	
				8. TYPE OF APPLICANT/RECIPIENT A-State H-Community Action Agency B-Interstate I-Higher Educational Institution C-Substate J-Indian Tribe D-City K-Other (Specify): E-City F-School District G-Special Purpose District Enter appropriate letter <input type="checkbox"/> A	
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) LeSueur County				11. ESTIMATED NUMBER OF PERSONS BENEFITING N/A	
13. PROPOSED FUNDING				14. CONGRESSIONAL DISTRICTS OF:	
a. FEDERAL \$ 7,150.00 .00		a. APPLICANT N/A		b. PROJECT 02	
b. APPLICANT 3,575.00 .00		16. PROJECT START DATE Year month day Approval date		17. PROJECT DURATION 56 Months	
c. STATE .00		18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY Year month day 1981 05 11		15. TYPE OF CHANGE (For 12c or 12e) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify): N/A Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
d. LOCAL 3,575.00 .00		19. EXISTING FEDERAL IDENTIFICATION NUMBER 27-01086		9. TYPE OF ASSISTANCE A-Basic Grant D-Insurance B-Supplemental Grant E-Other C-Loan Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/>	
e. OTHER .00		20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) HCRS-Lake Central Region, Federal Building, Ann Arbor, MI 48107		12. TYPE OF APPLICATION A-New C-Revision E-Augmentation B-Renewal D-Continuation Enter appropriate letter <input type="checkbox"/> A	
f. TOTAL \$ 14,300.00 .00		21. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
22. THE APPLICANT CERTIFIES THAT		a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached: (1) SHPO# L758 <input checked="" type="checkbox"/> <input type="checkbox"/> (2) RDC# 9-1171-09-8-0 <input checked="" type="checkbox"/> <input type="checkbox"/> (3) <input type="checkbox"/> <input type="checkbox"/>	
23. CERTIFYING REPRESENTATIVE Leland E. Newman, Director OLUA		b. SIGNATURE <i>Leland Newman</i>		c. DATE SIGNED Year month day 19 81 05 11	
24. AGENCY NAME Department of the Interior				25. APPLICATION RECEIVED Year month day 19 81 05 19	
26. ORGANIZATIONAL UNIT Heritage Conservation and Recreation Service				27. ADMINISTRATIVE OFFICE Lake Central Region	
29. ADDRESS Federal Building, Ann Arbor, MI 48107				28. FEDERAL APPLICATION IDENTIFICATION NA	
31. ACTION TAKEN <input checked="" type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		32. FUNDING a. FEDERAL \$ 7,150 .00 b. APPLICANT 3,575 .00 c. STATE .00 d. LOCAL 3,575 .00 e. OTHER .00 f. TOTAL \$ 14,300 .00		33. ACTION DATE Year month day 19 81 05 19	
38. FEDERAL AGENCY A-95 ACTION		35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Mary L. Balazs 313 668-2041 FTS 378-2041		34. STARTING DATE Year month day 19 81 05 19	
a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.		b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.) same		36. ENDING DATE Year month day 19 86 12 31	
				37. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

SECTION I - APPLICANT/RECIPIENT DATA

SECTION II - CERTIFICATION

SECTION III - FEDERAL AGENCY ACTION