

AGENDA AND ADDITIONS TO THE AGENDA
REGULAR COUNCIL MEETING
CITY OF CROSSLAKE
MONDAY, JUNE 9, 2025
6:00 P.M. – CITY HALL

A. CALL TO ORDER

1. Pledge of Allegiance
2. Oath of Office – Nicholas Davis
3. Approval of Additions to the Agenda

B. PUBLIC FORUM – This time is reserved for those person's who have a desire to address the Council and have officially submitted in writing, by Friday noon, prior to the City Council meeting a request to be placed on the agenda.

1. Alden Hardwick – Volunteer Tree Planting at the Community Center
2. Jackie Whipper - 1st Annual Legacy Gardens Block Party on June 14, 2025
3. Jon Mobeck – Loon & Lakes Festival on June 20-21, 2025
4. Tony Coffey – 2025 WAPOA Starry Stonewort Project Update

C. CONSENT CALENDAR – NOTICE TO THE PUBLIC – All items here listed are routine by the City Council and will be acted on by one motion. There will be no separate discussion on these items unless a Citizen or Councilmember so requests:

1. Regular Council Meeting Minutes of March 10, 2025 (adding “Director” to Motion 03R-08-25)
2. Regular Council Meeting Minutes of May 12, 2025
3. Special Council Meeting Minutes of May 16, 2025
4. Special Council Meeting Minutes of June 2, 2025
5. May 2025 Budget Revenues
6. May 2025 Budget Expenditures
7. May 2025 Balance Sheet
8. Police Report for Crosslake – May 2025
9. Police Report for Mission Township – May 2025
10. Fire Department Report – May 2025
11. Public Safety Commission Meeting Minutes of May 7, 2025
12. Planning Commission/Board of Adjustment Meeting Minutes of May 8, 2025
13. Parks & Recreation/Library Commission Minutes of April 23, 2025
14. Public Works Meeting Minutes of May 5, 2025
15. Waste Partners Recycling Report for April 2025
16. Resolution Approving LG214 Premises Permit Application for Crosslake Ideal Lions
17. Resolution Approving LG214 Premises Permit Application for Community Charities of Minnesota
18. Resolution Approving LG214 Premises Permit Application for Northern Lakes Youth Hockey Assc. Inc.
19. Letter dated June 1, 2025 from State Demographer Re: Population and Household Estimates
20. Resolution to Adopt for Renewal Existing Liquor License Establishments for 2025-2026

- 21. Bills for Approval
- 22. Additional Bills for Approval
- 23. Approval of F.I.R.E. Invoice

D. MAYOR'S AND COUNCIL MEMBERS' REPORT

- 1. Resolution Accepting Donations (Council Action-Motion)
- 2. Discuss Issuing City Cell Phone for Council Member (Council Action-Motion)
- 3. Letters dated May 27, 2025 from Crow Wing County Highway Department Re: Future County Highway Projects (Council Information)
- 4. Discuss Parking Issues in Town Square

E. CITY ADMINISTRATOR'S/CITY CLERK'S REPORT

- 1. Second Reading of Ordinance Amendment Regarding Special Events Liquor Licenses and Approval to Add \$200 Liquor License to Fee Schedule (Council Action-Motion)
- 2. Approval of Special Event Liquor License Application to Dispense Liquor Off Premises at Community Festival from 14 Lakes Pub & Brewery (Council Action-Motion)

F. COMMISSION REPORTS

1. PUBLIC SAFETY

- a. Discuss Issues at Short Term Rentals with Trash Cans Being Left Out Longer than 24 Hours (Council Action-Motion)
- b. Proposal for Amendments to Chapter 40 of City Code Related to Mandatory Collection of Garbage (Council Action-Motion)
- c. Crosswalk Signs and Yellow Painted Curbs on County Road 66 (Council Action-Motion)
- d. Speed Study on County Road 3 (Council Action-Motion)

2. PARK & RECREATION/LIBRARY

- a. Park and Recreation Update
- b. State of MN Grant Contract Agreement with Crosslake Area Library (Council Action-Motion)

3. PUBLIC WORKS/CEMETERY/SEWER

- a. Memo dated June 2, 2025 from Public Works Commission Re: 2025 Cemetery Columbarium (Council Action-Motion)
- b. Memo dated June 2, 2025 from Public Works Commission Re: Extended Sidewalk on County Road 66 (Council Action-Motion)
- c. Memo dated June 2, 2025 from Public Works Commission Re: Crow Wing County Transportation Study (Council Action-Motion)
- d. Discuss/Review Conditions of Wilderness Parkway (Council Action-Motion)

4. PLANNING & ZONING

- a. Second Reading and Approval of Ordinance Amendment Naming an Unnamed Road as Wilderness Parkway and Approval to Publish Summary in Official Newspaper (Council Action-Motion)

- b. Second Reading and Approval of Ordinance Amendment – Land Use Table, Adding Golf Course in the RR5 as a Conditional Use Permit and Adding the Retail Sale of Cannabis in Limited Commercial District and Approval to Publish Summary in Official Newspaper (Council Action-Motion)
- c. Second Reading and Approval of Ordinance Amendment – Land Use Article 7 Conditional/Interim Use Permits Adding a Sunset Clause and Approval to Publish Summary in Official Newspaper (Council Action-Motion)
- d. Second Reading and Approval of Ordinance Amendment – Sec. 26-549 to Not Give Credit for a Permeable Surfacing System as Pervious Surface and Approval to Publish Summary in Official Newspaper (Council Action-Motion)

G. PUBLIC FORUM – This is for those person’s that wish to address the Council. The Council recognizes the value of citizen input. Time will be limited to 3 minutes or longer, if the Mayor feels it is necessary.

H. NEW BUSINESS

I. OLD BUSINESS

J. CITY ATTORNEY REPORT – Executive (closed) session for the purposes of discussing active litigation, *Bruce George Peck v. City of Crosslake, MN.*, per Minn. Stat. § 13D.05 Subd. 3(b) to protect attorney-client privileged communications

K. ADJOURN

C.22.

ADDITIONAL BILLS FOR APPROVAL
June 9, 2025

VENDORS	DEPT		AMOUNT
Advanced Plumbing & Heating, auto cleaning sediment filter	Park		820.00
AT&T, cell phone and ipad charges	ALL		1,168.74
AW Research, water testing	Sewer		1,141.56
Crosslake Drug, ems supplies	Fire		16.97
Custom Fire, fenderette	Fire		333.84
J&J Medical, batteries	Fire		204.16
Kimber Creek, silence chimes and notifications	Police		135.00
Lakes Printing, business cards	Police		65.85
Mastercard, Amazon, ink cartridges	PW		49.79
Mastercard, Amazon, phone case and charger	Police		27.99
Mastercard, Amazon, flash drive	Police		23.74
Mastercard, Holiday Station, fuel	Police		41.32
Mastercard, Sammys, meal	Police		15.12
Mastercard, Tree Top Products, picnic tables	Park		3,616.19
MN Department of Labor, annual elevator inspection	Gov't		100.00
Moonlite Square, fuel	Fire		20.41
Northwedge, bridge flowers	Gov't		461.28
Pike Plumbing & Heating, rebuild broken piping in washbay	PW		1,792.00
Tri County Septic. Septic designs and inspections	PZ		1,680.00
Waste Partners, trash removal	ALL		541.71
Widseth, hsp csah 3 trail professional design services	Park		6,273.55
TOTAL			18,529.22

F.I.R.E.

12137 Northgate Lane
PO Box 810
Crosslake, MN 56442

4280-203
CF

INVOICE

C. 23.

DATE	INVOICE #
5/22/2025	7510

BILL TO

Crosslake Fire Department
ATTN: Training Officer/Fire Chief
37028 County Road 66
Crosslake, MN 56442

Fire Instruction Rescue Education
Federal ID# 46-1192854 MN ID# 2759083
612-868-6744 fire@crosslake.net

2025 Invoice Terms:

Invoices from FIRE Inc are Due within 30 Days of Receipt.
Accounts not paid within terms are subject to a 10% Monthly
Finance Charge,

Net 15

DATE	DESCRIPTION	RATE	AMOUNT
5/22/25	NFPA 1021 - Officer I Class May - June 2025 Site: Brainerd Lead Instructor: Mike Schwankl 2 - Students @ \$575 per Student Students: Logan Olson Malik Johnson This training is reimbursed through the MBFTE Officer Funding once the student completes the training and successfully passes the certification test.	1,150.00	1,150.00
Thank You For Your Business.		TOTAL	\$1,150.00

STATE OF MINNESOTA)

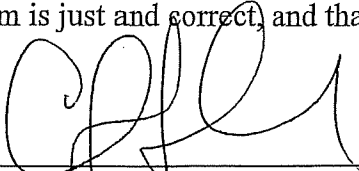
COUNTY OF CROW WING)

I, Chip Lohmiller, being duly sworn state the following:

- 1) I am the Fire Chief of the City of Crosslake, Minnesota.
- 2) On MAX/JUNE, the following services were furnished by F.I.R.E. to the City of Crosslake: Training for Crosslake Fire Department Continuing Education.
- 3) The price for such services was \$ 1150⁰⁰ and is reimbursed through Minnesota Board of Firefighting Training and Education (MBFTE).
- 4) At the time, such services were furnished to the City, I had the following personal financial interest in this contract: I am the owner of F.I.R.E.

To the best of my knowledge and belief, the contract price is as low as, or lower than the price at which the services could be obtained from other sources.

I further state that this affidavit constitutes a claim against the City for the contract price, that the claim is just and correct, and that no part of the claim has been paid.

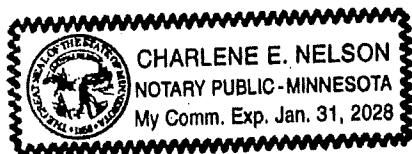


Chip Lohmiller, Fire Chief

Subscribed and sworn to before me this 9 day of June, 2025.



Notary



**ARTICLE III. RULES, REGULATIONS AND LICENSING RELATING TO SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL**

Sec. 40-31. Definitions.

The following terms, as used in this article, shall have the meanings stated:

Collection is the aggregation of mixed municipal solid waste, yard waste and/or separate waste streams from the place at which it is generated and includes all activities up to the time the mixed municipal solid waste, yard waste and/or separate waste stream is delivered to a waste facility.

Compostable materials include but are not limited to kitchen wastes, food wastes, paper wastes, and other clean organic wastes, but not including yard waste.

Garbage is discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

Mixed municipal solid waste shall mean garbage, refuse and other solid waste from residential, commercial, industrial, and community activities which is generated and collected in aggregate, but does not include recyclable materials, auto hulks, street sweepings, ash, construction debris, mining waste, sludge, tires, lead acid batteries, used oil, infectious waste and other materials collected, processed and disposed of as separate waste streams.

Recyclable materials shall mean materials that are separated from mixed municipal solid waste for the purpose of recycling, including, but not limited to, paper, glass bottles, metal, plastic containers, and other materials.

Recycling is the process of collecting and preparing recyclable materials and reusing them in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

Refuse is putrescible and non-putrescible solid waste, except body wastes, and includes garbage and rubbish.

Separate waste streams are materials that are collected, processed or disposed of separately from mixed municipal solid waste, including, but not limited to, compostable materials, auto hulks, street sweepings, ash, earthen fill, boulders, rocks and other material normally handled in construction operations, mining waste, tree and agricultural wastes, yard waste, tires, lead acid batteries, used motor oil and major appliances.

Yard waste shall mean lawn cuttings, leaves, weeds, garden wastes and soft bodied plants.

(Ord. No. 364, § 1, 7-13-2020)

Sec. 40-32. License required.

- (a) *Haulers license required.* No person shall engage in the business of mixed municipal solid waste, garbage, refuse, compostable materials or recyclable materials collection or conveyance in the City of Crosslake unless such person shall first secure from the city, annually, a haulers license to do so and pay the license fee pursuant to the provisions contained in this article. The license is non-transferable, unless approved by the city council.

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- (b) *Application for haulers license.* An applicant for a haulers license shall make application to the city clerk on a form prepared by the city clerk and in accordance with those procedures prescribed by the city clerk. All applications shall be complete or shall be rejected. An applicant denied a license by the city clerk may have the decision reviewed by the city council. The applicant shall request review by the city council in writing within ten days after denial of the license.

The application shall accurately provide at a minimum:

- (1) The name, telephone number and current address of the applicant;
 - (2) A description of each motor vehicle to be used for hauling, including the license number thereof;
 - (3) Such other information as the city clerk may require or as required by this article; and
 - (4) A copy of the current D.O.T. inspection report.
- (c) *Insurance.* No license shall be issued until the applicant files with the city clerk a valid certificate of insurance protecting the licensee from claims for damages and bodily injuries, including accidental death, as well as for claims for property damage which may arise from operations involving all phases of mixed municipal solid waste or disposal operations, as herein defined and evidencing the following minimum insurance coverages:
- (1) Commercial general liability insurance coverage in an amount of not less than \$1,000,000.00 for injury to any one or more persons or property damage resulting from any one accident;
 - (2) Automobile liability coverage with a combined single limit of \$1,000,000.00 covering all owned, hired and non-owned vehicles; and
 - (3) Statutory workers' compensation insurance.
- All obligations and costs regarding required insurance shall be the responsibility of the applicant. Such insurance shall be kept in force during the term of the license. Any license issued under this Section shall automatically be revoked upon notice of termination or cancellation of such insurance.
- (d) *Fee; term.* The annual license fee shall be duly set by the city council by resolution. Such license shall expire December 31 of each year. The license fee will not be prorated. The license fee shall be paid at the time of application for such license. The licensee shall not be entitled to refund of any license fee upon suspension, revocation or voluntarily ceasing to carry on the license activity.
- (e) *Indemnification.* The licensed hauler shall hold the city harmless from all damages and claims of damages that may arise by reason of any negligence of the licensed hauler or the licensee's agents or employees while engaged in the performance of the work and services covered by the license and shall indemnify the city against all claims, liens, expenses and claims for liens for work, tools, machinery, materials or insurance premiums or equipment or supplies and against all loss by reason of failure of the licensee in any respect to fully perform all obligations outlined in the license, or by law, regulation, ordinance or contract regarding solid waste collection.

(Ord. No. 364, § 1, 7-13-2020)

Sec. 40-33. Collection and transportation of recycling.

- (a) All haulers licensed to do business in the City of Crosslake must offer collection of recyclable materials to residential dwelling units.
- (b) Collection of recyclable materials shall be made at least twice per month.
- (c) The recyclable materials collection shall be from a location at or near the customer's mixed municipal solid waste, garbage and/or refuse collection site or other location mutually agreeable to the hauler and the customer.

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- (d) Nothing herein shall be construed to prevent a licensee from offering curbside collection for other recyclable materials, in addition to those defined in this article.
 - (e) The licensed hauler shall be deemed the owner of the recyclable materials upon collection and may market and sell the same.
 - (f) The licensed hauler shall not impose a greater charge on residential customers who recycle than those who do not recycle.

(Ord. No. 364, § 1, 7-13-2020)

Sec. 40-34. Service requirements for licensed haulers.

- (a) *Frequency of service.* Licensed haulers must offer collection service at least once per week with the exception of recyclable materials collection which shall be offered at least twice monthly.
- (b) *Compliance with law.* The licensed hauler shall comply with all state, county, local laws and regulations.

(Ord. No. 364, § 1, 7-13-2020)

Sec. 40-35. Transportation of waste and recyclable materials.

- (a) A licensed hauler shall transport mixed municipal solid waste, recyclable materials, compostable materials, yard waste, garbage and refuse in the city only in a covered vehicle having a watertight body which prevents scattering, dripping or removal of the contents from the vehicle during collection and transportation of the same to a disposal facility. The body of each such vehicle shall be designed for complete emptying at the disposal site.
- (b) Each such vehicle shall be maintained in a reasonably clean condition. The city council may revoke or suspend the license of the hauler for failure to comply with this subsection. Permitting mixed municipal solid waste, recyclable materials, compostable materials, yard waste, garbage or refuse to scatter, drip, fall, spill, blow or otherwise be removed from the licensee's vehicle during transportation of its contents is prohibited and is declared a public nuisance.

(Ord. No. 364, § 1, 7-13-2020)

Sec. 40-36. Required collection and disposal.

- (a) The owner and/or occupant of any premises, business establishment or industry in the city shall be responsible for the sanitary storage of all mixed municipal solid waste, garbage, refuse and/or separate waste streams accumulated or stored at that premises, business establishment or industry.
- (b) No commercial or industrial mixed municipal solid waste, garbage, refuse and/or separate waste streams shall be collected or disposed of except by a duly licensed hauler.

(Ord. No. 364, § 1, 7-13-2020)

Sec. 40-37. Solid waste storage.

- (a) The owner, occupant and/or the person in control of any residential property, business establishment or industry, shall be responsible for the satisfactory storage of all mixed municipal solid waste and separate waste streams accumulated at the premises, business establishment or industry.

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- (b) Mixed municipal solid waste shall be stored in durable, rust-resistant, non- absorbent, watertight, rodent-proof and easily cleanable containers, with close-fitting, fly- tight covers and/or disposable plastic bags with tightly sealed openings.
 - (c) All containers for the storage of mixed municipal solid waste shall be maintained in a manner as to prevent the creation of a nuisance or menace to public health.
 - (d) Containers that are broken or otherwise fail to meet requirements of this chapter shall be replaced with acceptable containers.

(Ord. No. 364, § 1, 7-13-2020)

Sec. 40-38. Enforcement.

- (a) *Revocation or suspension of license.* The city council may suspend or revoke any license when the licensed hauler neglects or fails to comply with the provisions of applicable law, regulations or ordinances.
- (b) *Inspection.* Inspection may be made of any premises, facilities or equipment in connection with the storage, collection, transportation, treatment, handling, utilization, processing and final disposal of mixed municipal solid waste and/or separate waste streams at any reasonable time upon showing proper identification. Inspection may be made by authorized personnel from the department of public works, Crow Wing County, the state pollution control agency, as appropriate, or any peace officer.
- (c) *Violations.* Whenever it is found that a violation of the provisions of this article exists, the department of public works, police department and/or the city clerk may take action to correct the conditions by serving a written order or notice upon the person responsible therefor directing him to discontinue the illegal action or correct the condition which is in violation of the provisions and regulations of this chapter. Any violation of this chapter is a misdemeanor, unless otherwise specified. The penalty provided herein may be imposed in addition to suspension or revocation of the license.

(Ord. No. 364, § 1, 7-13-2020)

F.I.C.

Yellow Curbs

- North side of driveway to Holly's Hair and Nails
- North side of driveway to Bank of Commerce
- North side of driveway to Zorbaz

Pedestrian Crosswalk Signs (approximately \$400)

- CR 66/Swan Drive
- CR 66/Echo Drive
- CR 66/Bald Eagle Trail
- CR 66/Log Landing
- CR 66/Daggett Pine Road



F.2.b.

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Crosslake Area Library, 14126 Daggett Pine Rd, Crosslake, MN 56442 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026 Subd. 2 and Minn. Laws. 2024, Chapter 106, Article 3, Section 3(a), the Commissioner is authorized to enter into grant agreements for the provision of statutorily prescribed natural resources services with any public or private entity.
2. The State needs assistance in making visits to state parks and recreation areas more accessible for Minnesotans who cannot otherwise afford state park entry fees. The State needs a public library partner to assist in distribution of free seven-day state park passes to these community members.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 *Effective date:*

July 1, 2025, Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2028, or, in the event this grant contract agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 30, 2028.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. Monitoring and Reporting; 10. State Audits; 11. Government Data Practices and Intellectual Property; 12. Worker's Compensation; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure

2. Grantee's Duties

The Grantee, who is not a state employee, will: Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

- 2.1 Administer the distribution of state park seven-day passes to their patrons, including all logistical coordination of checkouts.
- 2.2 The Grantee is responsible for printing DNR branded state park pass placards at the appropriate scale (two passes per 8.5x11 paper) to provide to patrons. The Grantee must attach a receipt with a large, written expiration date (seven days from checkout) on receipt or placard itself. Grantee will receive an electronic version of the placard from the State's Authorized Representative annually. See example in Exhibit A.
- 2.3 The Grantee is encouraged to include park passes in their electronic catalog system, if possible. If the Grantee cannot include the park passes in their electronic catalog for any reason, they may write the expiration date on the placard with a staff signature or library stamp.
- 2.4 The Grantee must provide instructions to park pass users regarding placement of the card on their vehicle dashboard upon entering a state park and to recycle the placard once expired.
- 2.5 The Grantee is strongly encouraged to comply with the expectation that passes will be recycled at the end of their use, and not returned to the library.
- 2.6 The Grantee will only distribute park passes on a first-come, first-served basis through in-person checkouts at the library.
- 2.7 The Grantee may allow patrons to "return" the passes before the expiration date through phone, e-mail, or in-person notification. The Grantee may then make the park pass available for check-out to other patrons.
- 2.8 The Grantee will not allow patrons to "renew" the park pass. The pass must not be extended for more than seven days.
- 2.9 The Grantee will allow the park pass to be checked out repeatedly by the same patron without restriction unless this creates an availability issue and then the Grantee has the authority to limit repeat check-outs.
- 2.10 The Grantee may include additional materials with the state park passes for checkout, including books and outdoor equipment. The State is not liable for the return or damage of any included items owned by the libraries.
- 2.11 Individual libraries will be responsible for completing monthly reporting forms, sent by the State to individual or system library contacts each month. Reporting requirements include: monthly checkout numbers for each pass by library, identification of any logistical or user issues, and monthly pass holds (if applicable).

2.12 The Grantee and its individual libraries agree to participate in any program evaluation efforts initiated by the State to assess the program's performance and effectiveness. This may include providing intermittent program feedback through surveys or focus groups. The Grantee also agrees to assist with patron evaluation efforts, when applicable and to the degree their own organization policies allow.

2.13 The Grantee will share responsibility for promotion of the state park passes, including but not limited to: social media, displaying printed materials at the library, e-mail newsletters, website updates, etc. If promotion takes place, the Grantee agrees to focus on outreach approaches that serve lower income communities and residents living near selected libraries. Any promotion including the DNR name or logo will follow State Branding Guidelines. These guidelines are available by contacting the State's Authorized Representative.

2.14 The Grantee will comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq. and all applicable regulations and guidelines. All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

3. State's Duties

The State will:

- 3.1 Provide one state park seven-day pass for use by the Grantee for the period from July 1, 2025 (or the date the contract is executed) until June 30, 2028.
- 3.2 Develop and design the branded placard for display in user's vehicle dashboard. Libraries may request printed copies be sent, if needed.
- 3.3 Honor use of library park pass within state parks as it would be any other DNR state parks vehicle permit.
- 3.4 Provide DNR promotional and informational materials, such as state parks and trail guides, maps, flyers, social media content, posters, and other collateral upon request and within budget.
- 3.5 Maintain information about the library program on DNR website.
- 3.6 Conduct overall program evaluation. The State will send monthly reporting forms to each library and respond promptly to concerns and issues that arise. The State will develop surveys, coordinate any interviews or focused discussions among libraries, DNR staff, or program users that occur as part of the program evaluation. The State will analyze all data that comes in and develop a report to share with libraries at least annually.
- 3.7 The State will proactively address any operational or programmatic concerns brought

forward by the Grantee and its libraries.

3.8 The State will not give permit citations to any library patron using the state park library pass, as long as the pass is valid and unexpired.

4. Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

5. Consideration and Payment

The State will provide permission for the Grantee to use one state park pass at a total value of \$105.00 for the duration of the grant agreement period. No physical exchange of passes or monies will occur between the State and the Grantee. The State will purchase these passes through internal funding mechanisms set aside for this grant program.

6. Conditions of Payment

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

7. Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless

from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9. Monitoring and Reporting

When asked by the State, the Grantee must produce transparent information about how they are delivering the state park library program in addition to monthly check-out numbers, such as: screenshots of how the passes are set-up in the electronic catalog, how many times each pass is checked out monthly (or paper log of this information), and potentially other information that may indicate compliance with requirements.

10. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later

11. Government Data Practices and Intellectual Property Rights

11.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2 Intellectual Property Rights

The State owns all rights, title, and interest in the state parks and trails-related intellectual property, including DNR logo, DNR branded library pass placard, promotional items, and reports created under this contract. Reports mean any data collected as part of the evaluation process in addition to documents developed using said data. The reports will be exclusive property of the State but will be made publicly available for reference by the Grantee.

12. Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers'

Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Publicity and Endorsement

13.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

13.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

14. Governing Law, Jurisdiction, and Venue

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

15. Data Disclosure

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

16. Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

16.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

16.2 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

16.3 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

16.4 Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

16.5 Any other applicable non-discrimination law(s).

17. Termination

17.1 Termination by the State

(a) Without Cause

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) With Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

17.2 Termination by The Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

17.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and

effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17.4 Termination for Policy Changes

The State may immediately terminate this grant contract agreement if there are State policy changes that impact the state park library program, such as elimination of state park entrance fees or related action.

18. Authorized Representative

The State's Authorized Representative is Arielle Courtney, Parks and Trails Partnership Consultant, 500 Lafayette Rd N, St. Paul, MN 55155, 651-259-5609, Arielle.courtney@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Karen Field, Library Director, 14126 Daggett Pine Rd, Crosslake, MN 56442, 218-692-7323, kfield@cityofcrosslake. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Exhibit A. Example State Park Library Pass

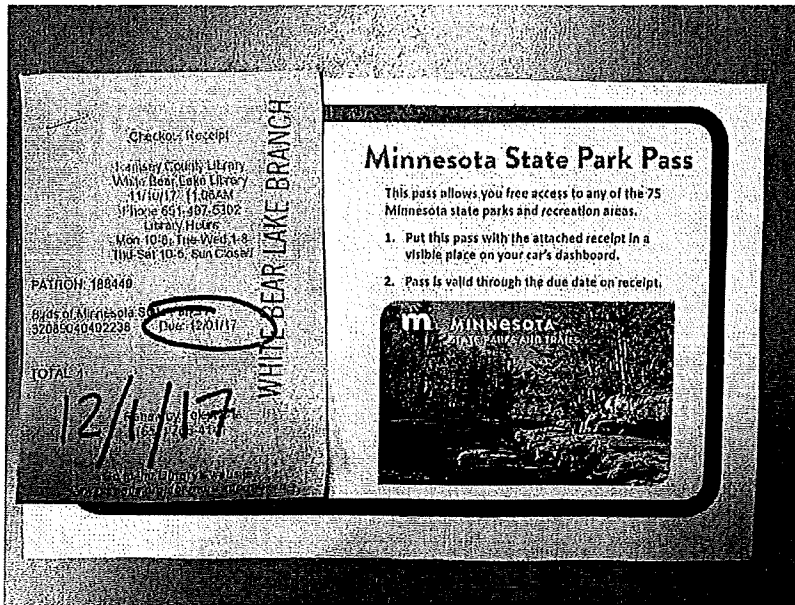


Figure 1. Example of properly assembled state park library pass



Figure 2. Example of properly displayed state park library pass on vehicle dashboard