

RESOLUTION NO. 24-04  
ADOPTED January 22 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO EXECUTE A NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT, ANY OTHER DOCUMENTS NECESSARY TO ACCEPT, RECEIVE, AND USE THIS FUNDING AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and

WHEREAS, the NatureWorks Grant Program provides up to 75% reimbursement assistance for local government subdivisions (townships, villages, cities, counties, park districts, joint recreation districts, and conservancy districts) to for the acquisition, development, and rehabilitation of recreational areas; and

WHEREAS, since NatureWorks' inception, the grant has funded over 2,300 public park projects in all 88 counties. Last year, Round 28 funding totaled \$1,728,671.00; and

WHEREAS, with Resolution 23-12, Council for the Village of Thornville authorized and directed Heidi Milner, or her designee, of SE Ohio Grant Solutions, LLC to complete and file an application with the State of Ohio, Department of Natural Resources, for a NatureWorks Grant, to replace the Thornville Municipal Swimming Pool with a Water Sports Facility (i.e., Splashpad/Spray Park); and

WHEREAS, ODNR recently awarded the Village of Thornville funding assistance not to exceed \$20,768.00 from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill No. 687, and pursuant to R.C. 1557.06, the NatureWorks Local Assistance Grant Program; and

WHEREAS, to take advantage of this funding, the Village of Thornville must execute a NatureWorks Local Assistance Grant Agreement.

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Thornville, County of Perry, State of Ohio:

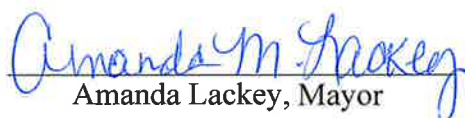
SECTION 1: Council for the Village of Thornville hereby authorizes and directs the Village Administrator to execute a NatureWorks Local Assistance Grant Agreement, and any other documents necessary to accept, receive, and use this funding, with the Ohio Department of Natural Resources acting through its Office of Real Estate and Land Management, ("ODNR").

SECTION 2: All prior legislation, or any part thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 3: It is hereby and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in opening meeting of this Council and that any and all deliberating if this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 4: This Resolution is hereby declared an emergency measure necessary for the health, safety, and welfare of the residents of the Village and for the further reason that Village must sign and return the Grant Agreement as soon as possible. Wherefore, provided this Resolution receives the required affirmative votes of Council, it shall take effect and be in full force immediately upon passage by Council.

Passed in Council this 22nd day of January, 2024.

  
Amanda Lackey, Mayor

ATTEST

  
Traci Sturgill, Clerk of Council

APPROVED:

Approved as to form this 11<sup>th</sup> day of January 2024:

  
Brian M. Zets, Esq.  
Village Solicitor

## NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its Office of Real Estate and Land Management, ("**ODNR**") with offices located at 2045 Morse Rd., Bldg. E, Columbus, OH, 43229, and **Village of Thornville**, which is located at 1 South Main Street, Thornville, Ohio 43076 ("**Grantee**").

Grantee is an applicant who submitted a grant proposal (the "Grant Proposal") to ODNR for this grant program. Under R.C. § 1501.01 and §1557.06, ODNR may provide grants to eligible applicants for capital improvements for the acquisition, construction, reconstruction, expansion, improvement, planning, and equipping of capital projects that enhance the use and enjoyment of natural resources by individuals. Grantee has met the application requirements and has been approved by ODNR as eligible to receive this grant. Grantee will undertake the following with funding from this grant:

Construct a new splash pad at Thornville Community Park

The parties therefore agree as follows:

1. **AWARD.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed \$ **\$20,768.00** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill No. 687, and pursuant to Ohio Revised Code Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs incurred in the performance and completion of the deliverables detailed in the attached Exhibit A, Boundary Map (the "Project").
  
2. **PERFORMANCE OF PROJECT.** Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Grantee shall: (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal; (2) comply with all applicable federal, state and local laws and regulations; (3) promptly submit to the ODNR such reports and documents as ODNR may request; (4) establish a separate special account for the funds for the acquisition and/or development of the Project; (5) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR; (6) report any and all income gained on the Property or facilities during the Project Period; and (7) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance. ODNR reserves the right to audit the special account created by Grantee, pursuant to Section 15, either during or after completion of the Project.

3. **NOTICE.** All notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

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| <p><b>Grantee Contact:</b></p> <p>Traci Sturgill<br/>                 Local Project Coordinator<br/>                 Village of Thornville<br/>                 1 South Main Street<br/>                 Thornville, Ohio 43076<br/>                 (740)739-0297<br/>                 administrator@thornville.us</p> | <p><b>ODNR Contact:</b></p> <p>Dee Burlison<br/>                 Program Manager<br/>                 ODNR Office of Real Estate &amp; Land Management<br/>                 2045 Morse Road, E-2<br/>                 Columbus, Ohio 43229<br/>                 614-265-6834<br/>                 Dolores.Burlison@dnr.ohio.gov</p> |
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4. **PERIOD OF PERFORMANCE.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Grantee prior to the date this Agreement becomes effective. This Agreement shall terminate on December 31, 2025, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. The period between the Effective Date and the Termination Date shall be referred to herein as the “Project Period.” Grantee shall complete all work on the Project on or before December 31, 2025.
5. **COMPLIANCE WITH ODNR PROCEDURES.** ODNR and the Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter “Procedural Guide” and “Application”). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Agreement. ODNR may issue instructions, interpretations, or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.
6. **NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the property as described in Exhibit A (the “Boundary Map”) attached hereto, on which the Project will be located and developed to enhance the use of natural resources (the “Property”). If the Property is to be acquired with the funding assistance granted pursuant to this Agreement, Grantee shall not permit any

encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the Property for the Project as approved. Grantee shall provide a final Boundary Map for the Property prior to the acquisition of the Property. Grantee represents that it is, and/or covenants that it will be, the fee simple owner of the Property, or has, or will have, a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are, or will be: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A.

7. **USE OF PROPERTY.** Grantee agrees to operate, maintain, and keep for public outdoor recreation purposes the Property and facilities acquired or developed pursuant to this Agreement, as identified in the Boundary Map. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Article VIII, Section 21 of the Ohio Constitution.
8. **MAINTENANCE OF PROPERTY.** The Property will be operated and maintained to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained on the Property to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements on the Property will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
9. **ACCESSIBILITY.** Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age, or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. Grantee agrees that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require that any facility on the Property be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17) and will be responsible to ensure compliance with these specifications by the contractor.
10. **USER FEES.** User fees charged for use of the Property or facilities on the Property shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Revenues occurring from non-recreational uses of the Property (Ex. Income from sales of timber, oil, gas, or minerals) shall be (a) returned to the public in the form of expanded facilities or services on the Property or (b) offset the reimbursement basis.

11. **QUALIFICATION TO RECEIVE GRANT.** Grantee affirms that it is a duly organized local government entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.
12. **BIDDING; PLANS.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid. If competitive bidding for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents shall not be designed so as to restrict or preclude open competitive bidding. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications shall not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.
13. **UTILITIES.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.
14. **APPROPRIATION OF PROPERTY.** Grantee shall comply with the terms of Ohio Revised Code Chapter 163 for all real property acquisitions and, where applicable, shall assure compliance with those requirements for the Property to be developed with assistance under this Agreement.
15. **REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be the sole responsibility of Grantee, and that no funds provided under this Agreement will be used by Grantee for payment of any audit expenses for any reason at any time.
16. **TAXES.** Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.
17. **TERMINATION BY ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Grantee. Grantee shall return

any unused grant funds to ODNR within thirty (30) days of termination. In the event of termination, all unused funds shall be retained by ODNR.

18. **TERMINATION BY GRANTEE.** Any time after signing this Agreement, Grantee may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within thirty (30) days of termination. Upon Grantee's termination, Grantee shall return to ODNR all funds transferred under this Agreement.

19. **NONDISCRIMINATION IN EMPLOYMENT.** Pursuant to R.C. § 125.111 and ODNR policy, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Grantee shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the state or federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Grantee shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

20. **AFFIRMATIVE ACTION PROGRAM.** Grantee shall require the prime contractor(s) on the project have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division before awarding a construction contract. Grantees can look up those contractors with valid a Certificate of Compliance at <https://eodreporting.oit.ohio.gov/certification-compliance>.

21. **WORKERS' COMPENSATION.** Grantee shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Grantee, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

22. **COMPLIANCE WITH LAWS.** Grantee, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

23. **LIABILITY; INDEMNIFICATION.** Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed

that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

24. **DRUG-FREE WORKPLACE.** If applicable to Grantee as a “contracting authority” Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace.
25. **USE OF MBE AND EDGE VENDORS.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises (“MBE”) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (“EDGE”) businesses. ODNR encourages Grantee to purchase goods and services from Ohio-certified MBE and EDGE vendors.
26. **EVENTS OF SIGNIFICANT IMPACT.** Grantee shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notice must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
27. **PUBLIC RECORDS.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the Ohio Public Records Law R. C. §§ 149.43 and 149.431.
28. **DEBARMENT AND SUSPENSION.** Grantee certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Grantee shall immediately repay ODNR all funds transferred by this Agreement.
29. **FINDINGS FOR RECOVERY.** Grantee represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
30. **OHIO ETHICS LAW.** The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio’s ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
31. **CAMPAIGN CONTRIBUTIONS.** The Grantee affirms that, if applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor’s campaign committees.



32. **NON-APPROPRIATION.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
33. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
34. **WAIVER.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
35. **ASSIGNMENT.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee.
36. **CONFLICTS.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
37. **SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
38. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
40. **ENTIRE AGREEMENT.** This Agreement, including any attachments referenced and made a part hereof, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

NatureWorks Grant Agreement between ODNR and  
Village of Thornville  
Division Contract ID# PERR-033  
Legal Contract ID# 2023-2392

Each party is signing this Agreement on the date stated below that party's signature.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

Village of Thornville

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: Traci Sturgill

By: DocuSigned by:  
Tara Paciorek  
DD254AT73962474...

Printed Name: Traci Sturgill

Printed Name: Tara Paciorek

Title: Administrator

Title: Chief, Office of REALM

Date: January 24, 2024

Date: January 29, 2024

**ATTORNEY CERTIFICATION**

NatureWorks Project Number:   PERR-033  

I,   Brian M Zets- Isaac Wiles & Burkholder, LLC  , acting as attorney for the  
Name and Title of Attorney  
  Village of Thornville   ("Grantee"), and for the reliance of the  
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the NatureWorks Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement is, in my opinion, a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof,  has  has not\* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No.   Resolution #24-04  , dated   January 22  , 20  24  ).

\*If "has not" is checked above, please indicate the reason: \_\_\_\_\_

**Attorney for Grantee:**

  Brian M. Zets  

Attorney Signature

  Brian M. Zets  

Attorney Printed Name

  0066544  

Attorney Registration No.

  January 24, 2024  

Date Signed

Attorney Address:   c/o Isaac Wiles & Burkholder, LLC    
  Two Miranova Place, Suite 700    
  Columbus, Ohio 43215



**natureWORKS**  
Ohio's Natural Investment

## **NatureWorks Procedural Guide**

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*Revised January 2024*

## SECTION I: GENERAL INFORMATION

### A. INTRODUCTION

This guide contains general Project information that applies to all NatureWorks Projects, and contains guidelines for development Projects, acquisition Projects, and how to request reimbursements.

As the Participant, it is your responsibility to follow all guidelines and rules established by the state. The Ohio Department of Natural Resources (the "Department" or "ODNR") shall assure that the Participant complies with the terms of the Project Agreement, the provisions of this guide, and all relevant laws, rules, and regulations. The Department may issue instructions, interpretations, or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time before or within the Project period if the Department determines that the Participant has failed to comply with the Project Agreement. The Participant will be promptly notified in writing of such findings.

If you have questions that are not answered in this guide, please contact:

Dee Burlison, Program Manager  
Office of Real Estate & Land Management  
Ohio Department of Natural Resources  
2045 Morse Road, Building E2  
Columbus, Ohio 43229-6693  
(614) 265-6834 [dolores.burlison@dnr.ohio.gov](mailto:dolores.burlison@dnr.ohio.gov)

### B. PROGRAM ADMINISTRATION

ODNR has been designated by the Governor as the state agency responsible for Program administration. Within the Department, Program responsibilities have been assigned to the Office of Real Estate. Under the terms of a Project Agreement, the Department delegates to you, the "Participant", certain responsibilities for Project completion, record retention, and operation.

### C. RESPONSIBILITY FOR PROJECT COMPLETION

The Participant is legally responsible to complete the Project. Once reimbursement is accepted, a Project financed through NatureWorks shall not be terminated by the Participant before it is satisfactorily completed. Requests to prematurely terminate a Project must be accompanied by a full explanation of the need to terminate and the proposed disposition of the incomplete Project. Premature termination requires prior approval from the Department.

1. Satisfactory Progress. The Participant must ensure that its Project is carried through with reasonable promptness to a stage of completion acceptable to the Department. Failure to maintain satisfactory progress or failure to complete the Project to the satisfaction of the Department may be cause for termination or cause to withhold further payments on any of the Participant's existing Projects. Qualification of new Projects may also be delayed until Project provisions are satisfactorily met.
2. Site Inspections. Site visits may be made at any time by Department representatives to ensure that work is progressing in accordance with the Project as approved. After a Project is completed, periodic unannounced inspections may be made to ensure that the area is being used solely for public recreation.

3. Changes in an Approved Project. The Participant may not deviate from the scope of an approved Project without Department approval. The scope of an approved Project is described in the State-Local Project Agreement and is based upon the original grant application. All proposed grant Projects are competitively scored and selected on the basis of merit. To maintain the integrity of the selection process, the Department may avoid approval of significant changes to awarded Projects.

If the Participant finds it necessary to seek a change in Project scope, the following will be considered:

- What factors create a valid need for the proposed Project change?
- Will the proposed change solve the problem identified in the purpose and need section of the original application to the same extent as the original proposal?
- Is the proposed Project change eligible for grant assistance under grant program guidelines/rules?
- Does the change involve a different location/site?
- Does the proposed change constitute a major or minor revision to the Project as originally defined?
- Will an additional review of National Environmental Policy Act (NEPA) (42 U.S.C. §4321 et seq.) issues be required? Additional review will usually be required when considering a new site or different type of development that was not a part of the Project's original definition.

Requests for changes in Project scope must be made in writing and must contain a detailed explanation. The request should include appropriate maps, cost estimates, etc., to accurately reflect the proposed change.

#### **D. PENALTY POINTS**

When public funds are allocated, time is of the essence. Obligation of public funds is done in good faith. Penalty points may be assessed against a Participant's future grant application as a necessary tool in the proper administration of public funds.

1. NatureWorks Grant Agreement Extensions: After the NatureWorks Agreement for the Project has been executed, the Participant has until the end of the following calendar year to complete the Project. Invoices, payments to vendors/contractors, and submittal of a final reimbursement request to the Department can occur shortly afterwards.

If the Participant finds it necessary, the Participant may submit a written request for an extension to the Agreement. All NatureWorks Agreement extensions are granted in six-month increments. A five-point penalty is assessed for every 6-month extension period. For example, if a Participant receives a twelve-month extension, a ten-point penalty will be deducted from the score of the Participant's next NatureWorks or Land and Water Conservation Fund (LWCF) grant application.

2. Withdrawal of Encumbered Grant Projects: When a Project Agreement is executed, a state purchase order is created encumbering funds for the Project. If the Project is

later withdrawn, there are negative consequences. Not only has valuable staff time been lost processing the grant, but if enough time has elapsed since the state purchase order was created, funding encumbered for the withdrawn Project will not be directly available to the NatureWorks program again. This funding could have benefitted public outdoor recreation through award to another viable grant Project.

The Department recognizes that unexpected events can occasionally result in withdrawal of an encumbered grant Project. If the Participant withdraws a Project but has not withdrawn another grant Project within the past five calendar years, a small five-point penalty will be assessed against the Participant's next future grant application. However, in the following situations, twenty penalty points will be assessed against a Participant's future grant application:

- The Project is closed with a significant or totally unreimbursed balance and the Participant is unresponsive to Department inquiries and/or requests for required reimbursement documents.
- The Participant withdraws a Project and has also withdrawn one or more other grant Projects within the last five calendar years.

Some ways to avoid penalty points:

- Start Projects on time.
- Have all matching funding in place for the Project.
- Submit grant application for Projects that are 'ready to go'.
- Provide good communication about the Project to incoming leadership, should Participant's leadership change.
- Respond in a timely manner to Department inquiries about the Project.
- Review the grant program procedural guide prior to application and again after award.
- Contact grant staff with questions and concerns.

Penalty points 'remain on the books' until deducted from the score of the Participant's next feasible grant application. Once applied to a new grant application, penalty points are deleted from the penalty points ledger.

**E. RESPONSIBILITY AFTER PROJECT COMPLETION: OPERATION, MAINTENANCE AND USE OF NATUREWORKS ASSISTED AREAS**

1. Property acquired or developed with NatureWorks assistance shall be retained and used for public outdoor recreation purposes. Property acquired or developed shall not be wholly or partially converted to other than public recreation uses without the approval of the Ohio Department of Natural Resources. If the Participant determines that a conversion of use or title is necessary, contact the Department (see pg. 1 for contact information).
2. A NatureWorks sign must be posted at the park main entrance or other appropriate on-site location, such as on or near the funded Project. This gives public acknowledgment of NatureWorks assistance at Project sites, illustrating the state-local partnership. Participants can have signs made locally or purchase signs from the Department.

If an existing NatureWorks acknowledgment sign from an earlier grant Project is already posted at the funded park, the Participant is not required to post an additional sign. A photograph of the existing sign should be submitted with the reimbursement request.

NatureWorks signs must not be smaller than 9 X 12 inches. The required colors for NatureWorks signs are: cardinal – red, cardinal's beak – yellow, buckeyes – brown, buckeye leaves – green. The background should be black. Lettering color and method of sign construction may be determined by the Participant. Signs must be permanent.

The Department offers signs made of recycled plastic, measuring 13.5 X 15.5 inches. The price per sign is \$100.00 which includes shipping and handling and can be ordered by e-mailing [dolores.burlison@dnr.ohio.gov](mailto:dolores.burlison@dnr.ohio.gov). Please provide your Project number, mailing address (no PO boxes), contact name, and phone number. A sign will be sent to you with an invoice, payable upon receipt.



3. Underground Utility Requirements. All utility lines installed after Project approval must be placed underground. This requirement applies to all utilities including new or replacement electrical wiring installed on a fund-assisted site.
4. Accessibility to the Public:  
Discrimination on the basis of residence, including preferential reservation or membership and annual permit systems, is prohibited, except that reasonable differences in admission and fees may be maintained on the basis of residence.
5. Operation and Maintenance. Property acquired or developed with assistance from NatureWorks shall be operated and maintained as follows:
  - Retention and Use. The property shall be used for the intended purpose.
  - Appearance. The property shall be attractive and inviting to the public.
  - Maintenance. Upkeep and repair of structures and improvements shall be adequate.
  - Management. Staffing and servicing of facilities shall be adequate to assure public use and enjoyment of the area.
6. Audit Requirements. The Participant is responsible for being familiar with the Single Audit Act of 1984 and its requirements. Under these requirements, audited agencies must submit a copy of any single audit report to the Department.

**F. DEED—NOTICE OF GRANT FUNDING**

During the term of the tax-exempt state bond issue (the source of NatureWorks funding), property acquired or developed with NatureWorks assistance must be retained and kept open for public outdoor recreation. This period of time, the COMPLIANCE PERIOD, will extend for fifteen years from the date of Project closeout. During the COMPLIANCE PERIOD, property acquired or developed with NatureWorks assistance shall not be converted from public recreation uses without the written approval of the Director of the Ohio



Department of Natural Resources. Compliance may be assured via periodic site inspections. Unless a Notice of Land and Water Conservation Fund Grant Funding (previously titled 'Notice of Land and Water Conservation Fund Grant Agreement') has already been recorded for the same property, **the Participant must file a Notice of NatureWorks Grant Funding affidavit at their county recorder's office.** A copy of the Boundary Map (State – Local Grant Agreement Exhibit A) must be attached to the affidavit. See Appendix C, Notice of Grant Funding Example & Notice of NatureWorks Grant Funding Form.

**Ohio Revised Code Section 1557.06 [Effective 12/19/2016] Local assistance grant program.**

(A) The parks and natural resources local assistance grant program is hereby established to provide grants to local government entities for capital improvements for the acquisition, construction, reconstruction, expansion, improvement, planning, and equipping of capital Projects that enhance the use and enjoyment of natural resources by individuals. Such Projects include, but are not limited to, the acquisition of lands, facilities, and waters for public recreation, or for the preservation of wetlands or unique habitats; the development, construction, reconstruction, expansion, or rehabilitation of recreation areas and facilities; and Projects to provide public park and recreation opportunities by improving public access or safety. Grants shall not be awarded for administrative, operating, or maintenance costs; or for areas, facilities, or structures for athletics, arts, historic sites, or other purposes, that are not used primarily for public recreation.

The director of natural resources shall administer the parks and natural resources local assistance grant program in accordance with procedures and criteria that the director shall develop.

(B) Grants awarded under this section may provide up to seventy-five per cent of the total Project costs approved by the director. At least twenty per cent of such costs must be provided by the grant recipient from nonstate, nonfederal sources. Local government entities may apply for grants individually or jointly.

(C) The criteria developed for the administration of the program shall require a local government entity receiving a grant for a Project under this section to have sufficient real property interests in the Project for the purposes of the obligations issued under this chapter, and shall require that the Projects be retained and used in a manner consistent with the purposes of Section 21 of Article VIII, Ohio Constitution.

(D) The director shall allocate to each county a portion of the proceeds of the first two hundred million dollars principal amount in obligations issued under this chapter, for Projects of local government entities within each county. The director shall determine each county's allocation by calculating both of the following for each county:

- (1) Its per capita share of forty million dollars;
- (2) Its per capita share of thirty million dollars plus one hundred thirteen thousand six hundred thirty-six dollars.

The larger of the amount calculated under division (D)(1) or (2) of this section for each county shall be that county's allocation, and whatever percentage of the first two hundred million dollars principal amount in obligations issued under this chapter that is necessary to satisfy the requirements of division (D) of this section, shall be so allocated.

(E) The director shall allocate to each county a portion of twenty per cent of the proceeds in excess of the first two hundred million dollars principal amount in obligations issued under this chapter, for Projects of local government entities within each county. The director shall determine each county's allocation by calculating both of the following and combining the amounts calculated for each county:

- (1) One-third of twenty per cent of the proceeds to be divided equally among all of the counties;
- (2) Two-thirds of twenty per cent of the proceeds to be distributed on a per capita basis to each county.

(F) Any moneys granted under division (E) of this section and not obligated within a county after two funding cycles, at the discretion of the director, shall be reallocated to Projects either in the county to which they originally were allocated or in other counties demonstrating a need for the funds.

## SECTION 2: DEVELOPMENT PROJECTS

### A. PLANS AND SPECIFICATIONS/BID PACKAGE

**Competitively Bid Projects:** Submit a copy of the complete bid package (plans/specifications) that will be made available to bidders prior to bid. The plans/specifications must be stamped and signed by a professional engineer, architect, or landscape architect. There are exceptions; please contact the Department (see pg. 1) if you believe your situation may be an exception.

**Project involving the purchase of items (e.g. playgrounds and pre-fabricated shelters) and not being competitively bid:** We require a copy of the specifications and any associated drawings as soon as available.

**Construction Project (e.g. shelter, walkways, etc.) not being competitively bid:** The Department requires a copy of the plans/specifications and any associated drawings as soon as available. If a professional engineer, architect, or landscape architect did not prepare the plans/specifications, additional information may be requested. Bidding or construction should not begin prior to Department review and approval. Please allow up to 30 working days for review. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.

Project plans must reflect the items in your grant. Items in such plans, but not in your grant, are not eligible for reimbursement. Once your plans and specifications are approved by the Department, they should not be substantially changed. (It is understandable some minor changes may be necessary.) The Department must be notified of any planned changes, and only changes having prior approval will be eligible for reimbursement.

**Accessibility:** When planning any development Project, the applicant must review the latest accessibility guidelines under the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Any development funded must adhere to these guidelines. The guidelines can be accessed here: <https://www.access-board.gov/>

### B. BIDDING AND CONTRACTS

The participant is responsible for following all state and local procurement procedures and must provide a Certificate of Compliance (Appendix B) to confirm compliance. If the Project is bid, the award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Participant, price, and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest and best bid).

**Bonding and Insurance:** The Project Sponsor shall follow its own requirements relating to bid guarantees, performance bonds, payment bonds, and insurance. The Project Sponsor is legally responsible to complete the Project, follow guidelines and rules as established by the State, comply with the terms of the Project Agreement, and comply with the provisions of this guide and all relevant laws, rules, and regulations. The Department may issue instructions, interpretations, or additional guidelines as necessary for effective Program performance. Project assistance may be terminated in whole or in part at any time before or within the Project period if the Department determines that the Participant has failed to

comply with the Project Agreement. The Participant will be promptly notified in writing of such findings and given reasons for this action.

**Contract Selection Procedures:** All procurement transactions, regardless of whether by sealed bid, by negotiation, or without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with state guidelines. Procurement procedures shall not restrict or eliminate competition. Written selection procedures must provide, at a minimum, the following:

- Incorporation of a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurement, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the name brand which must be met shall be clearly stated. All requirements that must be fulfilled and all other factors to be used in evaluating bids or proposals shall be clearly stated.
- Contract awards shall be made only to responsible contractors that have the capability to perform successfully under the terms and conditions of the proposed contract. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**Contract Provisions:** The Participant shall include the following provisions in all contracts:

- Contractual conditions that allow for administrative or legal remedies in instances where contractors violate or breach contract terms.
- All contracts in excess of \$25,000 shall contain suitable provisions for termination by the Participant, including the procedures and basis for settlement. In addition, the provisions shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.
- All construction contracts shall include a provision for compliance with the Copeland Anti-Kick Back Act (18 U.S.C. §§874 et seq.) as supplemented in U.S. Department of Labor Regulations (29 C.F.R., Part 3). This Act provides that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Participant shall report all suspected or reported violations to the Department.
- Contracts awarded by the Participant shall include a provision to the effect that the Department, the state auditor, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of performing audits, examinations, excerpts, and transcriptions.

- Contracts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. Violations must be reported to the Department.

The appropriate forms and clauses needed to meet these contract provisions are included in the Appendices of this Procedural Guide. The bid packet must be inserted in the construction specifications before bidding a contract.

**Wage Rates:** Before advertising for bids, contracting or undertaking construction with its own forces to construct a public improvement, the Participant shall have the Ohio Department of Commerce - Division of Industrial Compliance - Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. More information is available here: <http://www.com.ohio.gov/dico/default.aspx>.

**Change Orders:** The Participant shall issue written change orders for all necessary contract changes. Any change that significantly alters the nature or purpose of the Project must be approved by the Department. The Participant shall include change orders in the Project file and keep them available for audit purposes.

**Information to be Given to Bidders Concerning State of Ohio NatureWorks Funds:** The Participant must inform bidders that State of Ohio NatureWorks funds are being used to assist construction and that relevant state requirements may apply. This information must be included in bid invitations or in notices released prior to the issuance of the bid invitations.

**Acceptance of the Contract Work:** The Participant has full responsibility for determining if the contracted work is satisfactorily completed.

**Safety and Accident Prevention:** In the performance of any Project, the Participant must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Participant is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Participant will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.

**Nondiscrimination: Equal Employment Opportunity Construction Contract Compliance:** State assisted construction Projects are subject to Presidential Executive Order 11246, as amended, and the January 27, 1972 Equal Employment Opportunity Executive Order of the Governor of Ohio as well as any other applicable laws, executive orders, and regulations prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry. Regulations set forth by the Ohio Department of Administrative Services will apply to each construction contract awarded under the NatureWorks Program. The Equal Employment Opportunity Bid Conditions for your NatureWorks Project are included with this Procedural Guide and must be incorporated in the bid specifications.

Participants receiving complaints alleging contractor and/or subcontractor violation of the Governor's Executive Order shall promptly transmit such complaints to the Office of Real Estate.

**Sanctions:** In the event the Participant fails or refuses to comply with these requirements, the Participant is subject to sanctions such as:

- cancellation, termination, or suspension in whole or in part of the grant amount.
- refraining from extending any further assistance to the Participant until satisfactory assurance of future compliance has been received.
- referring the case to the Ohio Attorney General for appropriate legal action.

**C. PERMITS**

All permits needed for the completion of the Project must be secured by the Participant. This requirement may include any one or more of the permits listed below as well as permits for land easements, utility lines and services, and rights-of-way for construction, operations, maintenance, etc., but this is not intended as a comprehensive list.

- \* **U.S. Army Corps of Engineers, Section 404/Section 10 Permits**  
Any Project involving construction or fill activities adjacent to or within the waters of Lake Erie, as well as any alterations to wetland areas, may require the approval of the U.S. Army Corps of Engineers. Included in this requirement are such activities as construction of piers, boathouses, and catwalks.
- \* **Ohio Environmental Protection Agency, Water Quality Certification**  
As required by Section 401 of the Clean Water Act, the Ohio Environmental Act, the Ohio Environmental Protection agency must certify that any in-water deposition of dredged or fill material meets Ohio water quality standards.
- \* **Ohio Department of Natural Resources, Submerged Land Lease**  
The State of Ohio owns the lands submerged under the waters of Lake Erie and Sandusky Bay within the state boundaries. Before any construction or improvements can occur on submerged lands, a lease must be obtained from the ODNR Office of Coastal Management, Sandusky, Ohio. <http://coastal.ohiodnr.gov/>
- \* **Ohio Department of Natural Resources/Shore Erosion Protection Permit**  
A permit must be obtained from the ODNR Office of Coastal Management Sandusky, Ohio <http://coastal.ohiodnr.gov/> prior to the construction or installation of any erosion protection structure on or along the shoreline of Lake Erie in Ohio

**D. DONATION AND FORCE ACCOUNT LABOR/SERVICES**

Up to 100% of the value of donated labor/services/materials and force account labor/equipment usage can be used towards the required 25% match for NatureWorks grants. For example:

**EXAMPLE ONE:** Total Project cost: \$100,000 NatureWorks award amount: \$75,000

|   |                           |
|---|---------------------------|
| Total expenditures invoiced w/ receipts & proof of payment  | \$75,000                  |
| Total <i>correctly documented</i> force account labor, donated materials & force account equipment usage    | <u>\$25,000</u>           |
| Total of expenditures, force account force account labor, donated materials & force account equipment usage | \$100,000                 |
|   | $\$100,000 \times 75\% =$ |
|   | \$75,000                  |
| <b>NatureWorks Grant Program Reimbursement:</b>   | <b>\$75,000</b>           |

It is essential that the Participant utilize donated and force account labor/services and obtain and maintain proper documentation. Donated labor/services are classified as skilled and unskilled labor. Skilled labor/services would include plumbers, carpenters, engineers, etc. **The Department reserves the right to request additional documentation and/or reduce or deny donated and/or force account labor/equipment usage when task hours appear excessive.**

**Donated Labor/Services (Skilled):** Skilled labor may be valued at the worker's current rate of pay. For this pay rate to be used, Participant is required to provide names, documentation of the worker's current rate of pay, hours worked, and a description of work completed. Work by skilled labor that is not their usual work skill will be valued at the unskilled labor rate. **Overtime pay is not allowed.**

**Donated Labor/Services (Unskilled):** Unskilled labor is valued at \$27.00 per hour. Unskilled labor will only be accepted for work provided by individuals aged 18 and older. (We encourage contributions of volunteers of any age.) Participants will be required to provide names, hours worked, and a description of the work performed. **Overtime pay is not allowed.**

**Force Account Labor/Services:** Participant can utilize labor/services from its staff at their current rate of pay. **Fringe rates cannot be included in the rate of pay.** Participants will be required to provide names, official documentation of the rate of pay of the individuals, hours worked, and a description of the work performed. Participants must clearly identify time spent on the NatureWorks Project by each staff member on timesheets or equivalent. **Overtime pay is not allowed.**

E. **DONATED REAL PROPERTY, MATERIALS & DONATED / FORCE ACCOUNT EQUIPMENT**

**The Participant SHOULD NOT CLOSE on a property until written approval has been received from ODNR.**

**Donated Real Property:** Donated property can be used towards the Participant's match. For donated property to be eligible for credit, the Participant must provide the Department with a written, certified appraisal of the property completed by a Department approved appraiser utilizing standards under the Uniform Standards of Professional Appraisal Practice ("USPAP"). (Exceptions to the USPAP requirement may be granted upon request for properties valued under \$10,000, or \$25,000 with seller approval.) The appraisal will be reviewed and approved by the Department. The Department maintains a list of approved appraisers. If a desired appraiser is not on the list, they may submit a request for approval to the ODNR Office of Real Estate.



A recorded deed including Notice of Limitation of Use, a Waiver of Just Compensation, and a Certification of Title (or Title Insurance) are required for donated property.

Closing costs and associated legal fees for donated property are not eligible expenses.

**Donated Materials:** Donated material values must be documented, reasonable, and must not exceed current market prices at the time they are accepted by the Participant. **Eligible materials must be new.** Examples of **eligible** items include gravel, mulch, lumber, and plumbing fixtures. Examples of **ineligible** items include hand tools, consumable supplies, and any materials from the applicant's existing inventory (the Participant cannot donate to itself).

**Donated and/or Force Account Equipment Use:** Eligible equipment will be valued on an hourly, daily, weekly, or monthly rate. If the donation is being provided by a vendor, the Participant is required to provide proper documentation of the usual rental rate. If equipment usage is force account use of Participant owned equipment, a rate must be determined. If the equipment is heavy duty, the Participant should review the Ohio Department of Transportation's (ODOT) equipment standard rates list. If the equipment is found on the list, the ODOT rate will be the one considered.

**ODOT standard rates:**

<https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/equipment-rates>

Power tools and equipment may be required that are not considered heavy duty and are not listed on the ODOT equipment standard rates list. In this case, and in all cases when equipment is not on the ODOT list, the Participant must provide a rental rate from a local rental vendor for that type of equipment. If a rental rate cannot be obtained, the usage will not be considered for donation. **The Department reserves the right to request additional documentation and/or reduce or deny donated and/or force account equipment use for which a rate cannot be documented.**

**F. ACCOUNTING AND REQUEST(S) FOR DEVELOPMENT PROJECT REIMBURSEMENT**

**Responsibilities of Participant:**

- Implement accounting procedures to ensure proper disbursement and accounting of Project expenditures. The accounting procedures must be based on generally accepted accounting standards and principles and must meet the following requirements:
  - Establish separate accounts and support documents for each Project. Each account shall be identified by the NatureWorks number assigned to the Project.
  - Identify all receipts in sufficient detail to show the source of each receipt.
  - Itemize all support documents for Project expenditures in detail and show the exact nature of each expenditure. Do not list any items as "miscellaneous".
  - Maintain adequate records to show that all expenditures charged against the Project were authorized by the Participant.

- Assure that all invoices and checks have the Project number, account number, and date.
- Follow requirement for proof of payment. See page 20.



### SECTION 3: NATUREWORKS ACQUISITION PROJECTS

**ACQUISITION:** All acquisitions made with NatureWorks assistance must be completed in accordance with the provisions of Ohio Revised Code Section 163 which requires in part:

- You must offer the landowner just compensation for the property being acquired as determined by an ODNR-approved appraisal.

**APPRAISAL PROCESS:** The Participant must obtain an appraisal of the property to be acquired. The Participant is required to submit one independent appraisal to the Department. The appraisal must be prepared by a general appraiser whose qualifications have been reviewed and approved by the Department prior to conducting the appraisal. **The appraisal report must name the State of Ohio as an Intended User, and for substantiation of real estate value in support of an application for grant funding must be an Intended Use of the appraisal report.**

The fair market value established by the ODNR-approved appraisal is the amount of just compensation the Participant is required by law to offer the owner for the land to be acquired. Every appraisal must include a statement that the landowner has been offered the opportunity to accompany the appraiser during inspection of the property.

A complete USPAP appraisal must be completed by a Department approved general appraiser and submitted to the Department. (Exceptions to the USPAP requirement may be granted upon request for properties valued under \$10,000, or \$25,000 with seller approval.) The appraisal will be reviewed and approved by the Department. **Allow time in your schedule for this review.** The Department maintains a list of approved appraisers. If a desired appraiser is not on the list, they may submit a request to be approved to the ODNR Office of Real Estate.

**IMPORTANT:** The Participant should not proceed to acquire a property until written authorization to do so is received from the Department

**NEGOTIATIONS:** Negotiations must be initiated by offering the approved appraised value in a Statement of Just Compensation. The purchase price must be negotiated and the property acquired within twelve months of the effective date of the appraisal, or an update of the appraisal will be needed. If negotiations or the actual purchase occurred prior to state approval, the Participant may not be eligible for reimbursement.

**Even if negotiations occurred prior to an approved appraised value, the Participant is required by law to offer the appraised value to the seller and pay that amount upon acceptance by the seller.**

**CONDEMNATION:** Condemnation should not be advanced or delayed to prompt an agreement on price. If an agreement does not appear possible after a reasonable period of negotiation, the Participant may, if authorized by law, institute condemnation proceedings.

**DEED LIMITATION OF USE:** Property acquired with NatureWorks assistance shall be retained and used for public outdoor recreation. Under no circumstances can property so acquired (or developed) be converted from public outdoor recreation use without the approval of the Director of the Department of Natural Resources.

Therefore, the Notice of NatureWorks Grant Funding must become part of the new deed, recorded in the county courthouse. A copy of the final NatureWorks Boundary Map (**Exhibit A**) must

accompany the Notice of NatureWorks Grant Funding. Provide this recorded deed to the ODNR Office of Real Estate prior to reimbursement.

### **NOTICE OF NATUREWORKS GRANT FUNDING**

The property identified below and in Exhibit A has been acquired with NatureWorks state grant assistance and must be operated and maintained solely for public recreation or natural resource conservation purposes throughout the Term of the Bond. During such time, the Property, or any part thereof, cannot be converted in use or title without the written approval of the Director of the Ohio Department of Natural Resources.

### **TRANSFER TITLE AND RECORD DEED**

#### **Title Rights, Documentation of Price Paid and of Title**

Participant must provide satisfactory evidence of purchase price and of the character and nature of title to the ODNR Office of Real Estate. A written Certification of Title by Participant's legal counsel, title insurance, or a copy of the deed can satisfy evidence of title. Exact property boundary lines must be established. A survey may be required when there is reasonable doubt about the size or exact location of the boundaries of the land being acquired.

#### **Acquisition of Interests in Real Property**

Acquisition of easements, rights-of-way, etc., will be viewed in the same light as full takings. Documentation of value by appraisal will be the same. The Participants must adequately explain why lesser property interests are to be acquired.

#### **Record Retention**

All documentation supporting the acquisition of land and water, or interests therein, must be kept readily available for examination by duly authorized representatives of the Department. All such records must be retained for a period of three years after final reimbursement by the State.

### **ACCOUNTING AND REQUEST(S) FOR LAND ACQUISITION REIMBURSEMENT**

#### **Responsibilities of Participant:**

- Implement accounting procedures to assure proper disbursement and accounting of Project expenditures. The accounting procedures must be based on generally accepted accounting and must meet the following requirements:
  - Establish separate accounts and support documents for each Project. Each account shall be identified by the NatureWorks number assigned to the Project.
  - Identify all receipts in sufficient detail to show the source of each receipt.
  - Itemize all support documents for Project expenditures in detail and show the exact nature of each expenditure. Do not list any items as "miscellaneous".
  - Maintain adequate records to show that all expenditures charged against the Project were authorized by the Participant.

- Assure that all invoices and checks have the Project number, account number and date.
- Follow requirement for proof of payment. See page 20.

**Acquisition APPENDIX A**

**BILLING CHECKLIST**

|  | <b>Required Documents with Reimbursement Request</b>  | <b>Refer to</b>             |
|--|---|-----------------------------|
|  | Certification of Title or Title Insurance   |                             |
|  | Court award concerning land value, <i>if applicable</i>   |                             |
|  | Executed HUD Statement or Purchase Agreement with Proof of Payment  | Proof of payment:<br>Pg. 20 |
|  | Final <i>revised</i> Boundary Map, <i>if applicable</i>   |                             |
|  | Option to Purchase, <i>if applicable</i>  |                             |
|  | Performance Report for acquisition of land  | Pgs. 17-18                  |
|  | Photograph of the NatureWorks sign installed at the acquired property.  | Pg. 4                       |
|  | Several photographs of the acquired property.   |                             |
|  | Recorded Deed with Notice of NatureWorks Grant Funding Language   | Pg. 14                      |
|  | Certificate of Compliance: For Projects awarded in, or after, NatureWorks round 25 (2018). Not sure? Contact ODNR grants staff (see page one).          | Pgs. 24-25                  |
|  | Certificate of Authority: For Projects awarded in NatureWorks rounds 22, 23, 24 (2015, 2016, 2017). Not sure? Contact ODNR grants staff (see page one). | Pgs. 45-46                  |

**REIMBURSEMENT IS BASED ON THE APPRAISED VALUE OF THE LAND, OR THE AMOUNT PAID, WHICHEVER IS LESS. REIMBURSEMENTS CAN NEVER EXCEED THE GRANT AMOUNT.**

If the Project involves acquisition of residentially occupied structures, an operating farm or business, or if the Project site has any improvements on it, please call the ODNR Office of Real Estate as additional requirements may apply. Each acquisition is unique; therefore, you must provide detailed information on the existing use of developed property that is to be acquired.

**Acquisition APPENDIX B**

**INSTRUCTIONS for PERFORMANCE REPORT for LAND ACQUISITION**

1. Each parcel acquired should be listed individually.
2. The following details must be listed for each parcel: approved appraised amount, amount paid, number of acres, and total associated relocation expenses (if applicable).
3. A summary of any relocation expenses should be listed below parcels acquired.
4. If there are additional parcels to be acquired with the NatureWorks grant, the status of the pending acquisition(s) should be included.
5. The totals of the appraised value of the parcels purchased, relocation benefits (if applicable), and relocation contract (if applicable) must be listed.

Your Agency Letterhead

**Acquisition APPENDIX B**

**PERFORMANCE REPORT for LAND ACQUISITION EXAMPLE**

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PERFORMANCE REPORT NO. 1

Participant's Name

NatureWorks Invoice: *for example:* FRAN-099 - 1  
(Your Project number - reimbursement request number)

"Sunny Park"

| <u>PARCEL</u> | <u>APPRAISED VALUE</u> | <u>AMOUNT PAID</u> | <u>ACRES</u> | <u>RELOCATION</u> |
|---------------|------------------------|--------------------|--------------|-------------------|
| 1             | \$10,000.00            | \$ 10,000.00       | 8            | \$ 4,000.00       |
| 2             | <u>23,500.00</u>       | <u>23,500.00</u>   | <u>3</u>     | <u>15,000.00</u>  |
|               | \$ 33,500.00           | \$ 33,500.00       | 11           | \$ 19,500.00      |

One tenant and one family were relocated. See attached relocation reporting forms. No additional relocation is required for this Project. Parcels 3 and 4 are being appraised and should be acquired within ten months.

\$33,500 = Appraised Value of Land; Basis for Reimbursement

\$19,500 = Relocation Benefits

\$ 1,000 = Relocation Services Contract

\$54,000 = TOTAL SPENT THROUGH BILLING #1

\$40,500 = AMOUNT OF 75% REIMBURSEMENT

As a duly authorized representative for the Participant, I hereby certify that the expenses represented and the accompanying documents are true and accurate. I also certify that all expenses represented have not been applied to any other grants and are applicable to only the NatureWorks grant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_

## SECTION 4: PROJECT WORK, BILLING, AND REIMBURSEMENT FOR NON-ACQUISITION PROJECTS

**The Participant is responsible for the financial management of an approved Project.**

The Participant shall implement accounting procedures to assure proper disbursement and accounting of Project expenditures. The accounting procedures must be based on generally accepted accounting principles and must meet the following requirements:

1. Establish separate accounts and support documents for each Project. Each account shall be identified by the NatureWorks grant number (COUN - \_ \_ \_ ) assigned to the Project. The NatureWorks Project grant number is located on the State/Local Project Agreement.
  2. Identify all receipts in sufficient detail to show the source of each receipt.
  3. Itemize all support documents for Project expenditures in detail and show the exact nature of each expenditure. Do not list any items as "miscellaneous".
  4. Cross-reference each expenditure with a supporting purchase order, contract, bill, etc. An applicant can be reimbursed only if checks/payments and invoices match.
  5. Maintain adequate records to show that all expenditures charged against the Project were authorized by the Participant.
  6. Invoices and checks should have the Project number, account number, and date.
  7. Proof of payment with reimbursement request. See page 20 for acceptable proof of payment options.
  8. Costs of a Project consultant (engineer, architect, etc.) may be eligible for grant assistance. Consultants should be paid by a negotiated contract amount. The "cost-plus-a-percentage" method of contracting must not be used.
  9. Consultant fees paid to any federal, state or Participant's employees are not eligible for reimbursement unless such payment is specifically agreed to by the Department.
- A. **Income Against the Project** Income against a Project refers to money Participants receive during the Project period as a result of some income-producing activity occurring on the Project site. Rental of structures, sale of timber, oil, gas, or other minerals, are examples of income-producing activities. Any such revenue Participant receives during the Project period must be accounted for and allocated in one of two ways:

*Option 1:* It must be added to your locally committed funds for the Project and used to develop recreation facilities identified in your Project proposal. If this option is selected, you must send us a proposal describing how the income will be used. The proposal is subject to approval by the ODNR Office of Real Estate.

*Option 2:* Income received from non-recreation uses must be deducted from the reimbursement basis. EXAMPLE: Participant has spent \$20,000, expecting to receive a 75% reimbursement (\$15,000). However, \$5,000 was received from the sale of timber on the Project site. Therefore, the total expenditure of \$20,000 is reduced by \$5,000 to \$15,000. The NatureWorks reimbursement would then be \$11,250 (75% of \$15,000).

Income earned from entrance or user fees or concessions is not income against the Project.

#### B. **Obtaining Reimbursement**

Reimbursement payments to Participant are made on an up-to 75% basis. Using the following protocols and forms the Participant must submit billings for purchased and installed items or contracted work.

Performance Reports: A protocol, not a form. Refer to APPENDIX D.

Discounts not taken, and taxes paid by a Participant will be deducted. Items not eligible for NatureWorks reimbursement include the purchase of power tools, extension cords, wheelbarrows, ladders, and other portable items with usefulness beyond Project completion.

#### C. **Invoices and Proof of Payment**

**Submit invoices with your reimbursement request.** Invoices must clearly identify vendor, the item/service, date the item/service was purchased/provided, and purchase price. If the item or service description is vague, the Participant is responsible for providing a better description of the item/service. If sales tax is included, cross out the tax and deduct; do not include tax in reimbursement requests.

**Submit proof of payment with reimbursement request.** The following proof of payment options are acceptable:

- a. **Preferred method:** Copy bank statement—with confidential information redacted—showing payment(s) to the vendor and payment post-date(s). If payments were made by check, the statement should include check number, post-date, and check amount.
- b. Copies of Participant's cancelled checks, front and back. Check number, amount, and date must be legible on the back of the check. This information is often, but not always, printed by the bank. If it is not printed on the back of the check, please provide payment documentation as described in (a) above or (c) below.
- c. Government organization's accounting report showing check number, date, check amount, and post-date.
- d. A purchase order is not an acceptable proof of payment.

Payments should match submitted invoices. If a payment includes additional items not related to the Project, the amount applicable to the grant Project must be clearly defined.



**Reimbursement Processing Time**

All items submitted for reimbursement must be correct, complete, well documented, and within the limits of the awarded grant. If all forms and documents are acceptable, the Participant can usually expect reimbursement within 45 days. Contact the ODNR Office of Real Estate if you have questions.

## APPENDICES

|            |   |
|------------|---|
| APPENDIX A | PROGRESS REPORT   |
| APPENDIX B | CERTIFICATE OF COMPLIANCE (EXAMPLE and FORM)  |
| APPENDIX C | NOTICE OF NATUREWORKS GRANT FUNDING (EXAMPLE and FORM)  |
| APPENDIX D | PERFORMANCE REPORT INSTRUCTIONS and EXAMPLE   |
| APPENDIX E | INSTRUCTIONS and DONATED LABOR/SERVICES FORMS   |
| APPENDIX F | INSTRUCTIONS and FORCE ACCOUNT LABOR/SERVICES FORMS   |
| APPENDIX G | INSTRUCTIONS for DONATED MATERIALS/EQUIPMENT AND FORCE ACCOUNT EQUIPMENT INSTRUCTIONS and FORMS |
| APPENDIX H | COVENANT B JANUARY 27, 1972 EXECUTIVE ORDER (For Construction Contracts)                        |
| APPENDIX I | CLEAN AIR ACT (For Contracts Exceeding \$100,000)   |
| APPENDIX J | COPELAND ANTI-KICK BACK (For Construction Contracts) (Title 18, U.S.C., Section 874)            |

**Appendix A**



**PROGRESS REPORT *for* OPEN NatureWorks GRANT PROJECTS**

Participant:  DATE OF REPORT:  20\_\_

PROJECT #  PROJECT TITLE:

REPORTER / TITLE:

REPORTER TELEPHONE

REPORTER EMAIL:

STATUS OF PROJECT:  Not Started  25% Done  50% Done  75% Done  100% Done  Other

EXPLANATION:  
Attach additional sheets if needed.

ESTIMATED COMPLETION DATE:

Please submit a report by **March 15<sup>th</sup>** & **September 15<sup>th</sup>** for the duration of the open Project period. Typed or neatly printed.

Mail to:

NatureWorks Progress Report  
ODNR, Office of Real Estate  
2045 Morse Rd. E2  
Columbus, OH 43229

Or via email to: [dolores.burlison@dnr.ohio.gov](mailto:dolores.burlison@dnr.ohio.gov) (Enter **Project number** & **'progress report'** in subject line.)

*Thank you for your cooperation!*

**Appendix B**



**CERTIFICATE OF COMPLIANCE \***  
***Explanation***

NatureWorks Grant Program Project Number: FRAN-088

I, John Smith (name of local agency's officer), do hereby certify that I am the  
Park Director (official title) of Anywhere Metroparks (name of local agency)

and that I am constituted with authority to make the make the following representations on behalf of said entity and to sign this Certification on behalf of said agency. I represent

and warrant that Anywhere Metroparks (name of local agency) has fully complied with all applicable laws in entering into the FRAN-088 (Project number of agreement with local agency) and has fully performed, and complied with, all obligations required thereby.

IN WITNESS WHEREOF, I have made and executed this Certification of Compliance this  
15th day of October, 2020.

By: John Smith

\*The Certificate of Compliance must be completed for all grant Projects awarded in, or after, NatureWorks round 25 (2018). If the NatureWorks grant was awarded in NatureWorks rounds 22, 23 or 24 (2015, 2016, 2017), please use the Certificate of Authority (Appendix J) instead. Not sure? Contact ODNR grants staff (see page one).



**CERTIFICATE OF COMPLIANCE**

NatureWorks Grant Program Project Number: \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that I am the  
\_\_\_\_\_ of \_\_\_\_\_

and that I am constituted with authority to make the make the following representations on behalf of  
said entity and to sign this Certification on behalf of said agency. I represent and warrant that

\_\_\_\_\_ has fully complied with all applicable laws  
in entering into the \_\_\_\_\_ and has fully performed,  
and complied with, all obligations required thereby.

IN WITNESS WHEREOF, I have made and executed this Certification of Compliance this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_

**Appendix C**

**NOTICE OF NatureWorks GRANT FUNDING**  
**EXAMPLE**

\_\_\_\_\_ TROY TOWNSHIP \_\_\_\_\_ is the owner of a parcel of land located in \_\_\_\_\_ TROY \_\_\_\_\_ Township, \_\_\_\_\_ ASHLAND \_\_\_\_\_ County, Ohio, more particularly described in Exhibit A attached hereto and made part hereof (the "Property"). The owner, \_\_\_\_\_ TROY TOWNSHIP \_\_\_\_\_, acquired the Property by a deed recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the deed records of the Office of the \_\_\_\_\_ ASHLAND \_\_\_\_\_ County Recorder.

\_\_\_\_\_ TROY TOWNSHIP \_\_\_\_\_ has received NatureWorks funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The NatureWorks Project number is \_\_\_\_\_ ASHL-099 \_\_\_\_\_. A copy of the NatureWorks Project agreement is kept in the \_\_\_\_\_ TROY TOWNSHIP \_\_\_\_\_ office at \_\_\_\_\_ 123 Main Street, TROY, OH 43000.

\_\_\_\_\_ TROY TOWNSHIP \_\_\_\_\_ hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A must be operated and maintained solely for public recreation or natural resource purposes throughout the Term of the Bond. The Property cannot be converted in use or title without the prior approval of the Director of the Ohio Department of Natural Resources.

**This Notice shall be recorded by the owner in the Office of the \_\_\_\_\_ ASHLAND \_\_\_\_\_ County Recorder\* and shall be deemed incorporated by reference in any future deed of conveyance of or to the Property, or any part thereof.**

In testimony whereof \_\_\_\_\_ JOHN DOE \_\_\_\_\_ has caused this Notice to be executed this \_\_\_\_\_ 28th \_\_\_\_\_ day of \_\_\_\_\_ JUNE \_\_\_\_\_, 2020 \_\_\_\_\_.

\_\_\_\_\_  
Authorized Official

STATE OF OHIO

COUNTY \_\_\_\_\_, ss

Before me a notary public in and for said County and State personally appeared the above named authorized official, who acknowledge that s/he being there onto duly authorized, did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary  
My Commission Expires:

This instrument was prepared by:

\_\_\_\_\_ JOHN DOE \_\_\_\_\_  
name

\_\_\_\_\_ Troy Township Trustee \_\_\_\_\_  
Title

\*Please note: After this document is completed, signed, and notarized, it must be recorded with your County Recorder's Office. (See p. 4, Paragraph F for additional information)

**NOTICE OF NatureWorks GRANT FUNDING**

\_\_\_\_\_ is the owner of a parcel of land located in \_\_\_\_\_ Township, \_\_\_\_\_ County, Ohio, more particularly described in Exhibit A attached hereto and made part hereof (the "Property"). The owner, \_\_\_\_\_, acquired the Property by a deed recorded in Vol. \_\_\_\_, Page \_\_\_\_, of the deed records of the Office of the \_\_\_\_\_ County Recorder.

\_\_\_\_\_ has received NatureWorks funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The NatureWorks Project number is \_\_\_\_\_. The NatureWorks grant program was established in accordance to House Bill 790 in 1994 and continued with House Bill 215 in 1997. A copy of the NatureWorks Project agreement is kept at the \_\_\_\_\_ office at \_\_\_\_\_.

\_\_\_\_\_ hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A must be operated and maintained solely for public recreation or natural resource purposes throughout the Term of the Bond. The Property cannot be converted in use or title without the prior approval of the Director of the Ohio Department of Natural Resources.

This Notice shall be recorded by the owner in the Office of the \_\_\_\_\_ County Recorder and shall be deemed incorporated by reference in any future deed of conveyance of or to the Property, or any part thereof.

In testimony whereof \_\_\_\_\_ has caused this Notice to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Authorized Official

STATE OF OHIO

COUNTY \_\_\_\_\_, ss

Before me a notary public in and for said County and State personally appeared the above named authorized official, who acknowledge that s/he being there onto duly authorized, did sign the foregoing instrument, and that the same is her/his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary  
My Commission Expires:

This instrument was prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
name  
\_\_\_\_\_  
title

## APPENDIX D

### PERFORMANCE REPORT INSTRUCTIONS

#### A. REQUIREMENTS

A Performance Report (see pages 29-30) on your agency letterhead must be submitted with each billing. All expenditures for which reimbursement is requested and a description of all work accomplished should be summarized. The certification on the bottom of the Performance Report is also required. *Reimbursement requests should be submitted as complete packages of information and should not be submitted in a piecemeal fashion.*

#### B. INSTRUCTIONS FOR COMPLETION OF PERFORMANCE REPORT

Each Performance Report must identify each Project item. Attach associated invoices and proofs of payment together by Project item (this is the backup packet). List completed Project items and Project items not yet completed or commenced. Include details like number purchased/constructed (ex: 100 linear feet of paved trail).

At the bottom, list total Project expenses, total expenses currently claimed, and the 75% reimbursement request. If there is not enough grant funding remaining to reimburse all 75%, the remaining grant balance should be listed.

A contractor's request for payment will not be accepted in lieu of a Performance Report. Items such as *overhead*, *profit*, or *miscellaneous* cannot be reimbursed. Incomplete reimbursement requests will be returned to the Participant.

Reimbursements cannot exceed actual expenditures.

#### INSTRUCTIONS FOR THE FINAL PERFORMANCE REPORT:

1. Enclose a copy of the recorded Notice of NatureWorks Grant Funding (Appendix C) including Exhibit A (the Boundary Map), as recorded and filed with your county recorder. (In case of questions/concerns, please refer your County Recorder to ORC 317.114 & ORC 317.114 (C)(4).)
2. Enclose a completed CERTIFICATE OF COMPLIANCE, if not already submitted.
3. Enclose an "as-built" site plan of the Project area showing existing elements, completed grant funded elements, and location of the NatureWorks sign.
4. Enclose pictures of the completed Project and the NatureWorks sign. Digital pictures may be emailed to [dolroes.burlison@dnr.ohio.gov](mailto:dolroes.burlison@dnr.ohio.gov) with Project number in subject line.
5. Enclose copies of final building permits and inspections (if applicable).

**Final reimbursement will not be made until these items have been received.**



Your Agency Letterhead

**APPENDIX D**  
**PERFORMANCE REPORT EXAMPLE**

---

PERFORMANCE REPORT NO. 1

Participant Name

NatureWorks Invoice: F R A N - 0 9 9 - 1

*(Your Project number - reimbursement request number)*

"Sunny Park"

Report #1

The following facilities have been completed:

|                       |           |
|-----------------------|-----------|
| A. One picnic shelter | \$ 35,000 |
|-----------------------|-----------|

These grant funded items have not commenced at this time:

Playground  
Paved trail

|                                      |                 |
|--------------------------------------|-----------------|
| TOTAL REIMBURSEMENTS TO DATE         | \$0             |
| TOTAL PERFORMANCE REPORT #1 EXPENSES | \$35,000        |
| REQUEST FOR 75% REIMBURSEMENT        | <b>\$26,250</b> |

As a duly authorized representative for the grantee, I hereby certify that the expenses represented and the accompanying documents are true and accurate. I also certify that all expenses represented have not been applied to any other grants and are applicable to only the NatureWorks grant.

\_\_\_\_\_  
Signed, Authorized Grantee Official

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Your Agency Letterhead

**APPENDIX D**

**FINAL PERFORMANCE REPORT EXAMPLE**

**PERFORMANCE REPORT NO. 2 & FINAL**

Participant Name

NatureWorks Invoice: F\_R\_A\_N - 0\_9\_9 - 2  
(Your Project number - reimbursement request number)

"Sunny Park"

|   | Report #2        | TOTAL <u>PRIOR TO</u><br>Report #2 |
|---|------------------|------------------------------------|
| The following facilities have been completed:             |                  |                                    |
| A. One picnic shelter                                     | \$ 0             | \$35,000                           |
| B. One accessible play system                             | \$ 9,700         | \$ 0                               |
| C. Access path 200 linear feet                            | \$ 7,000         | \$ 0                               |
| D. Dump Truck usage (force account)                       | \$ 300           |                                    |
| <b>TOTAL SPENT <u>PRIOR TO</u> PERFORMANCE REPORT #2:</b> |                  | <b>\$35,000</b>                    |
| <b>TOTAL REIMBURSEMENTS TO DATE:</b>                      |                  | <b>\$26,250</b>                    |
| <b>TOTAL PERFORMANCE REPORT #2:</b>                       | <b>\$17,000</b>  |                                    |
| <b>75% REIMBURSEMENT</b>                                  | <b>\$12,525</b>  |                                    |
| <b>TOTAL REIMBURSEMENT THIS REQUEST:</b>                  | <b>\$12,750</b>  |                                    |
| <b>TOTAL NatureWorks GRANT AMOUNT:</b>                    | <b>\$ 39,000</b> |                                    |
| <b>TOTAL REIMBURSEMENTS, INCLUDING THIS REQUEST:</b>      | <b>\$ 39,000</b> |                                    |

As a duly authorized representative for the grantee, I hereby certify that the expenses represented and the accompanying documents are true and accurate. I also certify that all expenses represented have not been applied to any other grants and are applicable to only the NatureWorks grant.

\_\_\_\_\_  
Signed, Authorized Grantee Official

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

## **APPENDIX E**

### **DONATED LABOR/SERVICES (SKILLED AND UNSKILLED) INSTRUCTIONS**

#### **Documentation of Skill and Pay Rate (Skilled Labor Only)**

The following documentation should be provided with the individual's first timesheet and is only required once.

1. The donor must provide a letter on his or her employer's letterhead that lists the donor's name, title, and rate of pay.
2. If the donor is self-employed, the donor must provide his or her documented rate of pay for the type of work to be donated. If the donor is unemployed at the time, or retired, the donor must provide recent documentation of rate of pay for the type of work to be donated. Donors that do not regularly assign their cost of doing business on an hourly basis may submit a documented value of what the task regularly costs. The Department reserves the right to require additional information prior to approval.

#### **Documentation of Hours and Work Performed (Skilled and Unskilled)**

1. Donated Labor/Services Summary Form (Skilled and Unskilled) This summary form must accompany submitted timesheets (see item 2). The Participant must sign this document.
2. Donated Labor Timesheet is to be used as a timesheet for donating individuals, but not vendors. The Participant's authorized representative must co-sign the donor's timesheet.

Note: For many volunteers at a volunteer event or work day contact ODNR (see page 1) for an alternate sign in / sign out form.

#### **Documentation Donation of Services from a Vendor**

Donation of services from a vendor, for example an engineering firm, must be described by the vendor on their letterhead. The vendor must list the service(s) performed, the value of such service(s) based on their standard and usual charges for like service(s). The document should be signed and dated by the vendor; the title of the signer must be included.

APPENDIX E  
NatureWorks  
**DONATED LABOR/SERVICES SUMMARY FORM**

Name of Project: \_\_\_\_\_ NatureWorks Grant Number: \_\_\_\_\_  
 Participant (Project Sponsor): \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_

| Name of Donating Individual | Total Hours Worked | Pay Rate    | Total Amt Donated | Dates Work Performed             | Work Performed                  |
|-----------------------------|--------------------|-------------|-------------------|----------------------------------|---------------------------------|
| <b>EXAMPLE: Joe Smith</b>   | <b>24</b>          | <b>\$15</b> | <b>\$360</b>      | <b>9/12, 9/13 and 9/14, 2019</b> | <b>Assembled play equipment</b> |
|                             |                    |             |                   |                                  |                                 |
|                             |                    |             |                   |                                  |                                 |
|                             |                    |             |                   |                                  |                                 |
|                             |                    |             |                   |                                  |                                 |
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|                             |                    |             |                   |                                  |                                 |
|                             |                    |             |                   |                                  |                                 |
| <b>Total Amount Donated</b> |                    |             |                   |                                  |                                 |

I certify that, to the best of my knowledge and belief, the above costs and accompanying documents are true and accurate.  
 I also certify that all expenses represented have not been applied to any other grants and are only applicable to this grant.

Signed, Authorized Grantee Official \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX E**  
**NatureWorks**  
**DONATED LABOR TIMESHEET**

| Project Information |  |
|---------------------|--|
| Name of Project:    |  |
| Project Number:     |  |
| Sponsor:            |  |

| Volunteer Information         |   |
|-------------------------------|---|
| Name:                         |   |
| Standard Labor Rate (\$15/hr) | Skilled Labor Rate<br>(must document skill) |
| Please circle one             |   |

| Date | Time In | Time Out | Total Hrs *                | Services Performed |
|------|---------|----------|----------------------------|--------------------|
|      |         |          |                            |                    |
|      |         |          |                            |                    |
|      |         |          |                            |                    |
|      |         |          |                            |                    |
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|      |         |          |                            |                    |
|      |         |          |                            |                    |
|      |         |          |                            |                    |
|      |         |          | <b>Total Donated Hours</b> |                    |

\* Please deduct lunch and break hours when calculating Total Hours Worked

I certify that I provided the volunteer service hours described above and that I am 18 years or older

Signature of Volunteer: \_\_\_\_\_

Signature of Project Sponsor: \_\_\_\_\_

## **APPENDIX F**

### **FORCE ACCOUNT LABOR/SERVICES**

#### **A. Documentation of Pay Rate and Hours Worked**

1. The Participant must provide a letter on letterhead listing all 'in-house' employees providing grant Project services. Each employee's name, title and rate of pay must be listed. Documentation of the employee's usual rate of pay must be attached (please redact sensitive information). This documentation is only required once, with the first reimbursement request in which reimbursement or credit for force account work is requested.
2. The Participant is responsible for providing copies of timesheets for individuals for all days for which force account labor/services are claimed. Employee's timesheet should clearly differentiate between hours worked on the NatureWorks Project vs. other non-grant related tasks.
3. The Participant may receive donated services from individuals that are not employees, but regularly provide services to the Participant (for example: the county engineer). The same documentation as listed above is required. The required letter on letterhead should be on the individual's employer's letterhead and signed by that employer. (Use Appendix E forms for donated labor.)
4. The Participant must also complete and submit this summary form with reimbursement requests: Force Account Labor/Services Summary Form (Skilled and Unskilled).

**APPENDIX F  
NatureWorks  
FORCE ACCOUNT LABOR/SERVICES SUMMARY FORM**

Name of Project: \_\_\_\_\_ NatureWorks Grant Number: \_\_\_\_\_  
 Participant (Project Sponsor): \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_

| Name of Staff Person              | Total Hours Worked | Pay Rate    | Total Amt    | Dates Work Performed             | Work Performed                  |
|-----------------------------------|--------------------|-------------|--------------|----------------------------------|---------------------------------|
| <b>EXAMPLE: Joe Smith</b>         | <b>24</b>          | <b>\$15</b> | <b>\$360</b> | <b>9/12, 9/13 and 9/14, 2019</b> | <b>Assembled play equipment</b> |
|                                   |                    |             |              |                                  |                                 |
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|                                   |                    |             |              |                                  |                                 |
|                                   |                    |             |              |                                  |                                 |
| <b>Total Amount FORCE ACCOUNT</b> |                    |             |              |                                  |                                 |

I certify that, to the best of my knowledge and belief, the above costs and accompanying documents are true and accurate. I also certify that all expenses represented have not been applied to any other grants and are only applicable to this grant.

Signed, Authorized Grantee Official \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX G

### MATERIALS AND EQUIPMENT USE

#### DONATED MATERIALS or EQUIPMENT USE:

1. The Participant must provide a letter on letterhead or invoice from the donating vendor listing the items being donated, the number of items and the usual cost of each material. If equipment usage is being donated, the donating vendor's letter or invoice should list an exact description of the equipment, the number of hours or days donated, and the standard cost per hour or day for the equipment. Donated materials and equipment usage must come from a vendor that regularly sells the materials or rents the equipment and has assigned rates.
2. If the donating vendor is giving a "discount" off the regular price of the materials or equipment usage, a letter on letterhead or invoice must state the regular cost of the items or equipment usage and the discounted amount that is being charged to the Participant.
3. Letters of donation should not be submitted to the Department until the materials or equipment has been used in the NatureWorks Project scope. For example: a donation of fencing should not be submitted as a donation until the fencing has been installed.
4. The Participant cannot donate materials to itself.

#### FORCE ACCOUNT EQUIPMENT USAGE:

1. Participants may claim force account usage of owned equipment. (Participants may NOT claim force account usage of owned materials.) If the equipment is heavy duty, the Participant must review the Ohio Department of Transportation's (ODOT) equipment standard rates list. If the equipment is found on the list, the ODOT rate will be the one considered. The ODOT standard rates list is located on the following website:  
<https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/equipment-rates>
2. Many types of power tools and equipment are not "heavy duty" so are not listed on the ODOT equipment standard rates list. If such power tools and/or equipment time is claimed, the Participant must provide a rental rate from a local vendor for that same type of equipment, on the vendor's letterhead, brochure, advertisement, etc. If a rental rate cannot be obtained, the item will not be considered for donation. **The Department reserves the right to request additional documentation, reduce, or deny donated and/or force account equipment use for which a rate cannot be established.**
3. The Participant must submit Appendix G Force Account Equipment Summary Form and Equipment Use Log(s).



**APPENDIX G**  
**NatureWorks**  
**FORCE ACCOUNT (PARTICIPANT OWNED) EQUIPMENT USE LOG**

Use separate form for each piece of equipment

|                            |  |                                    |                   |
|----------------------------|--|------------------------------------|-------------------|
| <b>Project Information</b> |  | <b>Type of Equipment:</b>          |                   |
| Name of Project:           |  | Daily Rate _____                   | Hourly Rate _____ |
| Project Number:            |  | Mileage Rate _____                 |                   |
| Sponsor:                   |  | Please circle one and fill in rate |                   |

| Date         | Time or Mileage Start | Time or Mileage End | Total Hrs or Miles * | Service(s) Performed |
|--------------|-----------------------|---------------------|----------------------|----------------------|
|              |                       |                     |                      |                      |
|              |                       |                     |                      |                      |
|              |                       |                     |                      |                      |
|              |                       |                     |                      |                      |
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|              |                       |                     |                      |                      |
|              |                       |                     |                      |                      |
|              |                       |                     |                      |                      |
|              |                       |                     |                      |                      |
| <b>Total</b> |                       |                     |                      |                      |

\* Please deduct lunch & break when calculating total.  
 Multiply by Equipment Rate  
 = Total Claimed \$

Signature of Equipment Operator \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Project Sponsor \_\_\_\_\_ Date \_\_\_\_\_



## APPENDIX H

Insert in Project bid document(s)

### COVENANT B OF THE JANUARY 27, 1972 EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER OF THE GOVERNOR OF OHIO

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor will 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 State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access

to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

8. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering 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, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE GOVERNORS EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.

## APPENDIX I

### Insert in Project bid document(s)

#### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;
- b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

## APPENDIX J

Insert in Project bid document(s)

### TITLE 18 U.S.C. SECTION 874

#### KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

- (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against

any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that

it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



5/19/23, 2:14 PM

### PERR-033 Exhibit A

Perry County Public GIS Map

# Attachment 2. Boundary Map

Perry County Public GIS Map



**As an official designee of the sponsor, I certify that the sponsor understands that the property identified on this Boundary Map cannot be converted from public outdoor recreation during the COMPLIANCE period without the written approval of the Director of the Ohio Department of Natural Resources.**

**Local Coordinator- Traci Sturgill Signature-**

*Traci Sturgill*

**Date- May 23, 2023**

# Steps to Complete your Nature Works Grant Project

1. Sign the state-local project agreement and mail it back to the Ohio Department of Natural Resources (ODNR), Office of Real Estate for ODNR signatures. When you receive your copy of the **fully signed (executed)** state-local project agreement by mail, you may begin your project, including preparation of plans and specs, if they are an approved component of your project.
2. All plans and specifications must be reviewed and approved by ODNR – Office of Real Estate before advertising for bids or contractually obligating yourself for construction. For the protection of the health, safety and welfare of the public construction plans should be **stamped and signed** by a registered professional engineer, architect or landscape architect as appropriate to the project. (Contact ODNR if you think this may not apply to your project.) You will be notified when your plans are approved, and may then proceed to advertise for bids, if applicable. If you plan to purchase materials through US Communities, <http://www.uscommunities.org> or an equivalent cooperative government procurement program, please so notify the Office of Real Estate @ [timothy.robinson@dnr.ohio.gov](mailto:timothy.robinson@dnr.ohio.gov)
3. Prior to grant assisted land acquisition, you must submit completed appraisal(s) to ODNR for approval. All properties valued at \$25,000 or more must be appraised using a narrative summary or self-contained appraisal conforming to USPAP guidelines and must be prepared by a Certified General Appraiser. Contact the Office of Real Estate for a list of approved appraisers. See the Nature Works Procedural Guide (NWPG) for additional information. <https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/land-water-grants/natureworks>
4. If you would like to make significant changes to the scope or design of your project, or if you will be unable to complete your project by the end date of your project agreement (see paragraph #3 of your state-local project agreement) please contact the Office of Real Estate. An extension may be granted, but a one-time point penalty per six-month extension will be assessed on your next grant application.
5. Submit all partial and final reimbursement requests to the ODNR Office of Real Estate. See the NWPG: <https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/land-water-grants/natureworks> for the necessary forms. If documentation is complete and accurate, reimbursements will usually be made well within 45 days.

| √  | <b>Checklist of Documents Required for Reimbursement</b>  |
|--|---|
|  | Itemized list of purchases, expenses, etc. certified with the signature of the appropriate official. Stipulate if reimbursement request is partial or final, and if it is your 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> etc request. This information, known as Performance Report, should be submitted on your letterhead. (NWPG -Appendix D) |
|  | Copies of all invoices, cancelled checks and/or EFT documentation.  |
|  | Completed Real Estate Acquisition forms within Nature Works procedural guide, if applicable.  |
|  | If applicable, bid tabulations for competitively bid projects, low bid proposal and copy of signed contract with contractor(s).   |
|  | With your <b>final</b> reimbursement request: Signed Certificate of Compliance form assuring compliance with all local laws regulating and governing the procurement of goods and/or services by competitive bidding. (NWPG - Appendix B)   |
|  | With your <b>final</b> reimbursement request: Notarized <b>and Recorded</b> Notice of Grant Funding. (NWPG – Appendix C)  |
|  | With your <b>final</b> reimbursement request: An ‘As Built’ map showing grant assisted facility(s) - please highlight - and all major park elements & adjacent streets. This map can be hand drawn.   |
|  | With your <b>final</b> reimbursement request: Project photos and photo of installed NatureWorks sign. Signs may be ordered from ODNR or artwork will be provided upon request.  |
| <b>Additional information may be required. See Nature Works Procedural Guide for all forms.</b><br><a href="https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/land-water-grants/natureworks">https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/land-water-grants/natureworks</a> |   |

1/27/2023

**Questions?** Please contact: Dee Burlison  
Office of Real Estate, ODNR  
2045 Morse Rd. E2  
Columbus, Ohio 43229-6693  
[dolores.burlison@dnr.ohio.gov](mailto:dolores.burlison@dnr.ohio.gov) (614) 265-6834

These steps are *only an overview* of the grant process. For additional detail, please refer to the Procedural Guide <https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/land-water-grants/natureworks>

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