Guide to
CAPITAL IMPROVEMENT
Community Recreation Projects

S.B. 310

Ohio Department of Natural Resources

SAMPLE AWARD LETTER

Congratulations on your Capital Improvement award for a Community Recreation Project in the amount of _____, appropriated by the 131st General Assembly through Senate Bill 310. The Ohio Department of Natural Resources (ODNR) Office of Real Estate & Land Management (REALM) is responsible for administering these appropriations.

ODNR will work with the Participant (you) to successfully complete your Capital Improvement Community Recreation Project in compliance with Tax Exempt State Bond requirements. The following sequential steps will be followed:

1. Section One (pages 2-10) of the enclosed *Guide to Capital Improvement Community Recreation Projects* contains several forms that must be completed, as well as a few requested documents. This information is needed to assure that the project and the Participant meet Tax Exempt State Bond eligibility requirements. Please send all completed Section One forms and documents to ODNR at your earliest convenience. ODNR will review your submittal and contact you if there are any questions. A fillable *Guide to Capital Improvement Community Recreation Projects* is available @ http://ohiodnr.gov/realestate.

2. Upon approval of the Project Information File, ODNR will send the Participant a state – local contract for the project. The Participant signs this state-local contract and returns it to the ODNR Office of REALM.

3. After receipt of the signed contract, ODNR will submit a request to the State Controlling Board for approval of release of funds for the project. This will take several weeks. Upon State Controlling Board approval, the state-local project contract will be executed. The Participant will receive a copy. The Participant may then request partial advance of funds to begin the project.

4. Upon significant project progress, the Participant may submit reimbursement requests to the ODNR Office of REALM. These documented expenditures will be counted against any advance already issued. After the amount of an advance is met, reimbursements for properly documented expenditures will be made until the granted amount has been completely reimbursed. Because of time constraints associated with Tax Exempt State Bonds, Participants are strongly encouraged to complete projects by the end of the current biennium, June 30th, 2018.

In the near future you will receive a follow up letter containing a sample of the state - local project contract. This will allow time for you and your legal counsel to review the terms of the contract prior to signature phase. If you have any questions please do not hesitate to contact me at (614) 265-6477.

Sincerely,

Mary Fitch
Recreation Services Administrator
mary.fitch@dnr.state.oh.us

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Section One

PROJECT INFORMATION FILE

Forms and requested materials (maps, etc.) on pages 2-10 comprise the 'project information package'. Please complete these forms and send all completed forms and requested materials to the address below. This is the first step in the project coordination process.

Mary Fitch
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693

☐ **BASIC INFORMATION**

1. Awarded Project Sponsor: _____

2. Address, including zip code:

3. Tax Identification Number: _____

4. Telephone Number: _____

5. Contact Person & Title: _____

6. Email: _____

7. Telephone Number: _____

8. Brief Description of Project:

PROJECT ELIGIBILITY

Capital Improvement Community Recreation Projects must, when complete, provide new or improved recreation opportunities to the public. Please describe how the proposed SB 310 project meets this requirement.

ATTENTION NON PROFIT PROJECT SPONSORS

Nonprofit sponsors of Community Recreation Projects located on land owned or leased (min. 15 years) by the nonprofit must provide an executed lease or joint/cooperative use agreement with a governmental agency for that agency's use of, and right to use, the funded project. Please review the following excerpt from SB 310:

SECTION 509.150. REQUIREMENTS RELATING TO NON-STATE OWNERSHIP OF CERTAIN FINANCED PROJECTS

(A) No capital improvement appropriations made in this act from the Mental Health Facilities Improvement Fund (Fund 7033) or from the **Parks and Recreation Improvement Fund (Fund 7035)** shall be released for planning or for improvement, renovation, or construction or acquisition of capital facilities if a governmental agency, as defined in section 154.01 of the Revised Code, does not own the real property that constitutes the capital facilities or on which the capital facilities are or will be located. This restriction does not apply in any of the following circumstances:

(1) The governmental agency has a long-term (at least fifteen years) lease of, or other interest (such as an easement) in, the real property.

(2) In the case of an appropriation for capital facilities that, because of their unique nature or location, will be owned or be part of facilities owned by a separate nonprofit organization and made available to the governmental agency for its use or operated by the nonprofit organization under contract with the governmental agency, the nonprofit organization either owns or has a long-term (at least fifteen years) lease of the real property or other capital facility to be improved, renovated, constructed, or acquired and has entered into a joint or cooperative use agreement, with and approved by the governmental agency for that agency's use of and right to use the capital facilities to be financed and, if applicable, improved, the value of such use or right to use being, as determined by the parties, reasonably related to the amount of the appropriation.

(B) In the case of capital facilities referred to in division (A)(2) of this section, the joint or cooperative use agreement shall include, as a minimum, provisions that:

(1) Specify the extent and nature of that joint or cooperative use, extending for not fewer than fifteen years, with the value of such use or right to use to be, as determined by the parties and approved by the approving department, reasonably related to the amount of the appropriation;

(2) Provide for pro rata reimbursement to the state should the arrangement for joint or cooperative use by a governmental agency be terminated; and

(3) Provide that procedures to be followed during the capital improvement process will comply with appropriate applicable state statutes and rules, including the provisions of this act.

An executed joint or cooperative use agreement is required ***before*** the State - Local Contract can be issued to a nonprofit project sponsor. The agreement must meet **SECTION 509.150** requirements (see page 3). Please enclose a draft of this agreement for approval. If you have questions please call the ODNR contact on page two.

Agency name and contact information for your joint/cooperative use government agency partner:

☐ SITE VICINITY MAP

Please submit a map that clearly locates the project in relation to nearby streets, highways, and towns. Be sure to indicate north on the map.

Example

☐ PROPOSED PLAN FOR SITE

Please submit a *to scale* site plan showing all proposed development that will be a part of the Community Recreation Project. If additional future improvements are planned, but are not proposed as a part of this SB 310 project, please indicate as FUTURE on the plan. Please be sure to label existing facilities as existing and show the property lines.

☐ EVIDENCE OF OWNERSHIP

A complete copy of the deed of the property to be developed, or a minimum 15-year non-revocable lease is a required submittal for development projects. (The lease must expire no earlier than 15 years after project closeout.)

All proposed land acquisition projects must include a signed sales contract or notarized INTENT TO SELL letter from the current property owner of record.

☐ BOUNDARY MAP

This map should be an accurate map of the property described in the deed or lease where the project
will occur. Please include the following on the map:

1. All boundaries, adjacent streets and prominent landmarks.
2. All matters of record pertaining to the property (interests such as easements, leases, etc.)
3. Dimensions for each boundary line, or scale, if map is to scale.
4. North arrow
5. Project Participant name and project title.
6. Printed name, title and signature of the appropriate project Participant official and the date. This certifies that the boundary map is accurate.

☐ EVIDENCE OF BONDING INSURANCE

If you intend to request an advance of funds (up to 1/3 of contract amount) for your project, please submit documentation showing that all employees or agents of the Participant who are responsible for maintaining or disbursing advanced funds through this SB 310 project will be fully bonded or insured against loss of such funds. The bonding agent or insurer must be licensed to do business in Ohio.

TIMELINE FOR PROJECT COMPLETION

Using the table below, please graph the anticipated timeline for your development project.

	Capital Improvement Community Recreation Project Timeline																							
	2016						2017												2018					
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Planning																								
Design/Eng																								
Bidding																								
Construction																								
Completion																								

COST ESTIMATE FOR DEVELOPMENT PROJECTS

In the description column, give a brief description of each project contract or major purchase. In the quantity column, show the number of each item. Show the total cost of each contract or major purchase in the Total Cost column. An estimate of project costs prepared by a professional Engineer, Architect or Landscape Architect may be submitted in lieu of this form.

Eligible Cost	Description	Quantity	Unit Cost	Total Cost
Design & Engineering				
Special Service Contracts				
Construction Contracts				
Purchase of Materials*				
Other:_____				
			TOTAL COSTS:	

* Materials with a unit cost of less than $100 each are not eligible.
Note: Overhead, profit, and/or miscellaneous expenditures are not eligible.

COST ESTIMATE FOR ACQUISITION PROJECTS

List the property to be acquired by parcel number.

Parcel Number	Acreage	Estimated FMV of Parcel	Estimated Value of Existing Non Recreation Property Improvements (if applicable)*	Total Estimated Eligible Purchase Price
		$	Deduct: $	= $
		$	Deduct: $	= $
		$	Deduct: $	= $
		$	Deduct: $	= $
		$	Deduct: $	= $
			TOTAL:	$

* For example: A building on the property that will not have a Community Recreation Project use.

Additional Estimated Acquisition Costs

Description	Quantity	Unit Cost	Total Cost
Appraisal			
Survey			
Title			
Other:			
		Total:	

Total of all Acquisition Costs: $ _____

AGENCY/ORGANIZATION AGREEMENTS

An Agency/Organization agreement between a local government entity and a nonpublic (ex. nonprofit) organization may be needed for purposes of the project.

Option One: IF AN AGENCY/ORGANIZATION AGREEMENT EXISTS

1. If an Agency/Organization agreement exists, please submit a copy of the agreement. The agreement should describe any allocated responsibilities for completing the project.

Option Two: AN AGENCY/ORGANIZATION AGREEMENT DOES NOT EXIST

If no Agency/Organization agreement exists, please initial here: _____

Participant: _____

Project Title: _____

If any future agency/organization agreements are anticipated, please explain:

Environmental Review of Capital Improvement Community Recreation Project

Project:_____

Explain all 'yes' and 'to be determined' answers on a separate sheet. In such cases clarify how each resource will or could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation, if applicable. For purposes of this Environmental Review, the terms *impact* and *effect* generally mean **negative or adverse**.

Does the proposed Community Recreation Project…	**Yes**	**No**	**To be determined**
1. Have significant impacts on public health or safety?			
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O 11988); and other ecologically significant or critical areas?			
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?			
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?			
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?			
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?			
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places? Attach Ohio Historic Preservation Office comments, if applicable.			
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species?			
9. Violate a federal law, state or local law or requirement imposed for the protection of the environment?			
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?			
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?			

The following individual(s) provided input in the completion of this environmental screening form.
List all reviewers including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal for any possible future review.

1.

2.

3.

Signature: _____Date: _____

Project Participant: _____

STATE OF OHIO CIVIL RIGHTS COMPLIANCE

As the authorized representative of the Grantee, I certify that the Grantee agrees that it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 200d-1) which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in , be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Grantee. THE GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

NOTE: This ASSURANCE shall apply to all aspects of the grantee's operations including those parts that have not received or benefited from any other financial assistance.

Please sign below to indicate that the form has been read and understood by the grantee.

Participant: _____

Project Title: _____

Section Two

GENERAL PROJECT INFORMATION

The Ohio Department of Natural Resources (the "Department") has been designated by the Governor as the state agency responsible for administration and coordination of Fund 7031 and 7035 Community Recreation Projects. Within the Department, program responsibilities have been assigned to the Office of Real Estate and Land Management. The ODNR contacts for processing your Capital Improvement Community Recreation Project are listed below. After reviewing this guide, please feel free to call or email if you have questions.

Mary Fitch
mary.fitch@ dnr.state.oh.us
phone: 614-265-6477
Ohio Department of Natural Resources
Office of Real Estate and Land Management
2045 Morse Road, E2
Columbus, Ohio 43229-6693

Tim Robinson
Timothy.Robinson@dnr.state.oh.us
phone: 614-265-6528
Ohio Department of Natural Resources
Office of Real Estate and Land Management
2045 Morse Road, E2
Columbus, Ohio 43229-6693

RESPONSIBILITY FOR PROJECT

Under project agreement terms, the Department delegates to you (the "Participant") certain responsibilities for project completion, record retention and operation.

The Participant is legally responsible to complete the project, follow guidelines and rules as established by the State, comply 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 and given reasons for this action.

SATISFACTORY PROGRESS

The Participant is responsible to ensure that the project is carried through with reasonable promptness to a stage of completion acceptable to the Department. Construction projects should be completed within 18 months of contract execution. Non construction projects, i.e. land acquisition, should be completed within 12 months of contract execution.

SITE INSPECTIONS

Site visits may be made at any time by the Department to ensure that work is progressing in accordance with the project as approved. After project completion, unannounced inspections may be made to ensure that the project is being used solely for public recreation.

CHANGES IN AN APPROVED PROJECT SCOPE

The Participant may not deviate from the scope of an approved project without the concurrence of the Department. **All changes in scope must remain true to the authorizing legislation's project description.** Requests for changes in project scope must be made in writing to the Department and must contain a detailed explanation. The request should include purpose and need for the change, appropriate maps, cost estimates, etc., to accurately describe the proposed change.

ADVANCES

The Participant may request **one** initial advance of funds, not to exceed one-third of the contract amount for the Community Recreation Project. The advance must be expended within 45 days of receipt. To request an advance, send a completed ADVANCE OF FUNDS REQUEST (see page 20) to the ODNR contact listed on page two. Copies of paid invoices and proof of payment along with a Performance Report must be submitted to ODNR within 45 days of receipt of advance.

RESPONSIBILITY DURING THE COMPLIANCE PERIOD

Projects must be retained for public use and be maintained and operated in a manner consistent with original project purpose for 15 years after date of project closeout. This is the COMPLIANCE PERIOD. Restrictions during the COMPLIANCE PERIOD vary according to source of funds, Fund 7035 or 7031, but do include the following:

- The property shall be used for the intended purpose; private uses are prohibited.
- The property shall be attractive and inviting to the public; structures and improvements shall be maintained.
- Staffing and servicing of facilities shall be adequate to assure public use and enjoyment of the area.
- Funded property shall not be converted in use or title during the COMPLIANCE PERIOD without the written approval of the Director of the Ohio Department of Natural Resources.
- Discrimination on the basis of residence, including preferential reservation or membership residence, including preferential reservation or membership systems and annual permit systems, is prohibited, except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.
- The Participant shall retain all Capital Improvement Community Recreation Project records for the duration of the COMPLIANCE PERIOD plus 3 calendar years.
- 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.

GUIDELINES FOR PLANNING & CONSTRUCTING DEVELOPMENT PROJECTS

The Participant must fully comply with all applicable federal, state & local laws when entering into contractual agreements, procuring & performing all obligations for the Capital Improvement Community Recreation Project. Please review Certificate of Authority, page 32.

PLANS AND SPECIFICATIONS

Construction Projects

As soon as available, provide one copy of the plan drawings and any associated specifications to ODNR. Plans/specifications must be stamped and signed by a professional engineer, architect or landscape architect as appropriate to the project.

Purchase of Items (e.g. playgrounds, pre-fabricated shelters, etc.) Not Competitively Bid

As soon as available, provide one copy of the plan drawings and any associated specifications to ODNR.

Accessibility

When planning and constructing a development project the applicant must follow the latest accessibility guidelines under the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). http://www.access-board.gov/

PERMITS

All permits needed for the completion of the project must be secured by the local agency. This may include one or more of the following permits as well as others.

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 Ohio Department of Natural Resources, Office of Coastal Management located in Sandusky, OH.

Ohio Department of Natural Resources/Shore Erosion Protection Permit

A permit must be obtained from the Ohio Department of Natural Resources, Office of Coastal Management located in Sandusky, OH prior to the construction or installation of any erosion protection structure on or along the shoreline of Lake Erie in Ohio.

BIDDING AND CONTRACTS

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. Plans must reflect the intent of the Capital Improvement Community Recreation Project as described in the authorizing legislation. Once

approved by the Department, plans and specifications should not be substantially modified. The Department must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.

Contract Selection Procedures

All procurement transactions, regardless of whether by sealed bid or by negotiation or without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition.

Contract awards shall be made only to responsible contractors that have the ability 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/technical resources.

The Participant must inform bidders that State of Ohio Fund 7031 or 7035 monies are being used to assist construction and that relevant state requirements will apply. This information must be included in bid invitations and notices released prior to the issuance of the bid invitations.

The Participant is responsible for determining if state prevailing wage rates apply. If State prevailing wage rates apply, the state prevailing wage rates must be part of the specifications. Prevailing wage rate thresholds are available from the Ohio Department of Commerce, Wage & Hour Bureau. Additional information: http://198.234.41.198/w3/webwh.nsf?Opendatabase, (614) 644-2239, 77 South High Street, 22nd Floor, Columbus, Ohio 43215.

Be sure to retain your records for all purchases and/or contracts that are purchased through competitive bidding, including the bid tabulation, low bid proposal and signed contract.

Bonding and Insurance

Except for situations described below, bonding and insurance requirements, including fidelity bonds, over and above those normally required by the Department or Participant, shall not be imposed.

The Participant shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts exceeding $100,000. For contracts exceeding $100,000, all of the following requirements must be met:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a commitment, such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute his contract as required within the time specified.

b. A performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.

c. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract.

Contract Provisions

The Participant shall include the following provisions in all contracts:

a. Contractual conditions that allow for administrative or legal remedies in instances where contractors violate or breach contract terms.

b. 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.

c. All construction contracts shall include a provision for compliance with: Copeland Anti-Kick Back Act (18 U.S.C. 874) (see page 39) as supplemented in Department of Labor Regulations (29 CFR, 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.

d. Equal Employment Opportunity Construction Contract Compliance. State assisted construction projects are subject to the January 27, 1972 Equal Employment Opportunity Executive Order of the Governor of Ohio. Regulations set forth by the Ohio Department of Administrative Services will apply to each construction contract awarded. Participants receiving complaints alleging contractor and/or subcontractor violation of the Governor's Executive Order shall promptly report complaints to the Department. 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 Legislative allocati

- Refraining from extending any further assistance to the Participant until satisfactory assurance of future compliance has been received;

- Referring the case to the Attorney General for appropriate legal action.

e. 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 making audit, examination, excerpts, and transcriptions.

f. 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. Report violations to the Department.

Please see pages 37-40 for forms and clauses needed to meet contract provisions. These should be included in construction specifications.

Change Orders

The Participant shall issue written change orders for all necessary contract changes. Any change that alters the nature or purpose of the project must be approved by the Department. Change orders must be made part of the project file and kept available for audit purposes.

Acceptance of the Contract Work

The Participant is responsible for determining if the contracted work is satisfactorily completed.

Safety and Accident Prevention

In the performance of each 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

GUIDELINES FOR LAND ACQUISITION PROJECTS

Uniform Relocation and Acquisition

All acquisitions must be completed in accordance with the provisions of the Ohio Revised Code Section 163 and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which requires in part:

- You must offer the landowner just compensation for the property being acquired as determined by an ODNR-approved Uniform Standards of Professional Appraisal Practice (USPAP) appraisal.

- You must provide all displaced persons, whether landowner or tenant, with appropriate relocation assistance.

Sequence of Events

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

A. **APPRAISAL:** Property to be acquired must be appraised by the Participant. An independent appraisal must be submitted 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 fair market value established by the state-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.

   - The appraisal will be reviewed and approved by ODNR. **Allow time in your schedule for this review.** ODNR maintains a list of ODNR approved appraisers. If a desired appraiser is not on the list, he or she may submit a request to be approved.

B. **STATEMENT OF JUST COMPENSATION:** Upon notification from the Department that the appraisal is approved, the Participant must provide the landowner with a Statement of Just Compensation, and the required information for landowners and tenants about benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646). See page 26 for the Statement of Just Compensation form and required attachment. A copy of the Statement of Just Compensation WITH ORIGINAL SIGNATURE must be returned to the Department at the time of reimbursement request, at the latest.

C. **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.

D. **WAIVER OF JUST COMPENSATION:** After ODNR has approved the appraisal, the landowner must be provided with a Statement of Just Compensation and the required information for landowners and tenants about benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1980 (P.L. 91-646). A copy of the Statement of Just Compensation WITH ORIGINAL SIGNATURE must be returned to the Department at the time of reimbursement request, at the latest.

If the seller chooses to accept less than the amount offered in the Statement of Just Compensation, he/she must sign a Waiver of Just Compensation (see page 31), explaining reasons for accepting less.

E. **CONDEMNATION:** Condemnation should not be advanced or delayed in order 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.

F. **DEED LIMITATION OF USE:** Property acquired with state bond assistance shall be retained and used for public outdoor recreation for a minimum of fifteen years after project closeout. This the **COMPLIANCE PERIOD.** Under no circumstances during this period 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 Tax Exempt Bond Funding must be recorded in the county courthouse with the deed for the acquired parcel(s). Prior to final reimbursement a copy of the recorded Notice of Tax Exempt Bond Funding must be provided to the ODNR, along with the recorded deed.

G. **TRANSFER TITLE AND RECORD DEED**

Title Rights, Documentation or Price Paid and of Title:
Provide supply satisfactory evidence of purchase price and of the character and nature of the title to the ODNR Office of Real Estate. A written Certification of Title by Participant's legal counsel can satisfy evidence of title, or title insurance, or a copy of the deed. 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 should adequately explain why lesser property interests are to be acquired.

Section Three

FINANCIAL MANAGEMENT OF PROJECTS, ADVANCES & REIMBURSEMENTS

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

Accounting for Funds Received

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 standards and principles. Separate accounts should be established for each project. Records to show that all expenditures charged against the project were authorized by the Participant must be maintained for the duration of the COMPLIANCE PERIOD (see page 12).

Notice of Tax Exempt Bond Funding

SB 310 Community Recreation Projects are funded through the sale of tax exempt bonds. Therefore, *prior to advance or reimbursement of funds*, the Participant must submit a completed and recorded Notice of Tax Exempt Bond Funding (see page 34). This document must be recorded at the applicable County Recorder's Office, and a copy must be submitted with the Participant's *first* request for funds. If the Participant does not own the property where the project is located, the property owner of record must complete and record the Notice of Tax Exempt Bond Funding.

Advances

After the project contract has been executed, the Participant may request one partial advance of funds to begin the project. This amount cannot exceed one-third of the contract amount. The advance must be expended within 45 days of receipt. To request an advance, send an Advance of Funds Request to the ODNR (see page 20). Include a list of project creditors, amounts and purpose of payments. A follow up Performance Report, invoice(s) and proof of payment(s) must be submitted to ODNR within 45 days of receipt of advance.

Your Letterhead

ADVANCE OF FUNDS REQUEST EXAMPLE

Participant Name
Community Recreation Project: FRAN-021C
"Sports Park"
Total Contract Amount:__$90,000___

The following expenditures have been recently made or are expected to be made within 45 days.

A.	Picnic Shelter installed by Green Construction, Inc.	$10,000
B.	Parking Area installed by Ace Paving, Inc.	$ 7,000
C.	Site Grading by Zippy Excavating, LLC	$ 13,000

TOTAL REQUESTED ADVANCE (1/3 or less of contract amount) $30,000

As a duly authorized representative for the grantee, I hereby certify that the expenses represented are true and accurate. A performance report, invoice(s) and proof of payment(s) will be submitted to the ODNR Office of Real Estate within 45 days of receipt of this advance.

_____
Signed, Authorized Participant Official Date

_____
Title

REIMBURSEMENTS

Performance Reports

To obtain reimbursement, the Participant submits a Performance Report with supporting documentation; copies of invoice(s) and proof of payment(s). Reimbursement of Participant expenditures will usually be made within 45 days of receipt of complete and correct requests for reimbursement.

Reimbursement must be made within 18 months of date of original expenditure, or within 18 months of a clear placed-in-service date, provided no more than 3 years from date of original expenditure.

A Performance Report must be submitted with each reimbursement request. A Final Performance Report must be submitted when project is completed, prematurely terminated, or project assistance is terminated, and will include a final accounting of all expenditures and a description of all work accomplished.

Each Performance Report should summarize all expenditures being requested for reimbursement and must account for the entire project. Project items that have been completed, the percentage of completion of items partially completed and the items that have yet to commence should be identified on the Performance Report. Invoices and proof of payment for each project related item are required. A signature certification is required at the bottom of the Performance Report

NOTE: The First Performance Report for Advance or Reimbursement must include a completed **and recorded** NOTICE OF TAX EXEMPT BOND FUNDING (see page 34).

Invoices and Proof of Payment

1. Invoices submitted must clearly identify vendor, identify 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 description of the item/service. Do not include sales tax in the reimbursement request.

2. Check or payment amount(s) should match the invoice(s) submitted. If items unrelated to the Community Recreation Project are included in the payment amount, the Participant is responsible for clearly defining the applicable amount.

3. Proof of Payment Option One: ODNR prefers that proof of payment be documented with a copy of a bank statement - with sensitive information redacted - showing payment(s) to the vendor. If payments were made by check, the statement should include check number, date, check amount and date payment was posted.

4. Proof of Payment Option Two: Copies of Participant's cancelled check(s), **front and back**, are also acceptable as proof of payment documentation. 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 #3 above or #5 below.

5. Proof of Payment Option Three: Copy of government organization's accounting report showing check number, date and amount of check.

Note: A purchase order is not an acceptable proof of payment.

The Final Performance Report must also include:

1. Photo of permanently installed Community Recreation Project sign (see page 36).
2. "As-built" site plan of the project showing existing elements & new elements.
3. Picture(s) of the completed project.
4. Completed CERTIFICATE OF AUTHORITY
5. Copies of final building inspections (if applicable)

Invoice Number: WXYZ-001C-1
(Your project number - reimbursement request number)

Your Letterhead

PERFORMANCE REPORT EXAMPLE for DEVELOPMENT PROJECTS

PERFORMANCE REPORT NO. 3
Participant Name
Community Recreation Project, Project Number WXYZ-001C
"Cook Park"

		Report #3	**TOTAL PRIOR TO Report #3**
The following facilities have been completed:			
A.	One picnic shelter	$ 0	$10,000
B.	15 picnic tables, 8 grills	$ 2,500	$ 2,500
C.	One fenced ballfield	$ 18,000	$ 0
The following facilities have been partially completed:			
D.	Restroom (10% completed)	$ 5,000	$10,000
E.	Walking path of 100 linear feet (10% completed)	$ 5,000	$ 5,000
The following facilities have not commenced at this time:			
	Play equipment		
TOTAL SPENT PRIOR TO PERFORMANCE REPORT #3			$27,500
TOTAL REIMBURSEMENTS TO DATE			$27,500
TOTAL PERFORMANCE REPORT #3 EXPENSES			$30,500

As a duly authorized representative for the Participant, I hereby certify that the expenses represented and the accompanying documents are true and accurate.

_____
Signed, Authorized Participant Official Date

_____
Title

REIMBURSEMENTS FOR LAND ACQUISITION

Reimbursement of funds expended for land acquisition is based on the appraised value of the land. Reimbursements can never exceed the amount specified in the Capital Improvement Community Recreation Project state – local contract. If the project involves acquisition of residentially occupied structures, an operating farm or business, or if the project site has any non-recreational improvements on it, call the ODNR Office of Real Estate and Land Management (see page 11), additional requirements may apply.

Performance Report for Land Acquisition

With the Performance Report, provide an acquisition map showing all acquired parcels. Report on the status of any pending acquisitions to be funded via Capital Improvement Community Recreation Project SB 310 funds.

<u>For Each Parcel Acquired, Provide:</u>

1. Appraisal amount, amount paid, number of acres and total associated relocation expenses (if applicable).
2. Certification of Title or Title Insurance
3. Executed HUD 1 Settlement Statement(s) or other proof of payment(s)
4. Recorded NOTICE(s) OF TAX EXEMPT BOND FUNDING
5. Option(s) to Purchase, *if applicable*
6. Recorded Deed(s)
7. Statement of Just Compensation
8. Waiver of Just Compensation, *if applicable*

Your Agency Letterhead

PERFORMANCE REPORT for LAND ACQUISITION EXAMPLE

PERFORMANCE REPORT NO. 1
Participant's Name
Invoice Number: FRAN-012-1
(Your project number - reimbursement request number)

"Cook Park"

PARCEL	APPRAISED VALUE	AMOUNT PAID	ACRES
1	$10,000.00	$ 10,000.00	8
2	23,500.00	23,500.00	3
	$ 33,500.00	$ 33,500.00	11

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

$33,500 = TOTAL SPENT AND REQUESTED FOR REIMBURSEMENT REQUEST #1

As a duly authorized representative for the Participant, I hereby certify that the expenses represented and the accompanying documents are true and accurate.

_____
Signed, Authorized Participant Official Date

_____
Title

SECTION FOUR - FORMS & REFERENCE LANGUAGE

REAL ESTATE OFFER

STATEMENT OF JUST COMPENSATION

PROJECT: _____

OWNER: _____

PARCEL
NO(S): _____

Dear _____:

This is to confirm my discussion with you concerning your property and to indicate my willingness to further discuss the acquisition of your property at your convenience.

As indicated, the _____ has had an appraisal made of your property. The Ohio Department of Natural Resources has reviewed and approved the appraisal and in compliance with Section 301 of the Act of Congress of January 2, 1971, Public Law 91-646, and Ohio Revised Code Section 163.51 and 163.62, you are hereby advised that just compensation for fee interest in your property is:

Land	= $_____
Improvements	= $_____
Damages	= $_____
TOTAL	= $_____

This amount is an estimate of fair market value, which is not less than the state-approved appraisal. The estimate of fair market value of the real property is based on acceptable standard appraisal practices and procedures, which considered the highest and best use of the property, current land sales of similar properties in the vicinity, and other indicators of land value as follows:

_____
(Income, Market, or Cost Approach)

_____

_____

Also considered were possible damages to any real property owned by you and not included in the above description.

The state-approved value encompasses all property values within the described premises, including any and all buildings and other improvements, except as specifically stated under EXCEPTIONS, below.

Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement on the project for which the property is being acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by the appraiser making his determination of just compensation for the property.

County_____ Township_____

Section_____ Range_____
(If Applicable) (If Applicable)

Municipality_____
(If Applicable)

EXCEPTIONS:

_____
Signature

_____ _____
Date Title

I (We) have been furnished with information for property owners and tenants concerning relocation rights and benefits as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646).

Received:

_____

_____ _____
Date Signature of Property Owner(s)

IMPORTANT - SIGNATURES ON THIS FORM DO NOT CONSTITUTE ACCEPTANCE OF THIS OFFER TO BUY ON THE PART OF THE LANDOWNER.

ATTACHMENT TO STATEMENT OF JUST COMPENSATION

Information for Landowners and Tenants
About Benefits under the Uniform Relocation
Assistance and Real Property Acquisition Policies
Act of 1970 - Public Law 91-646

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 provides for certain benefits and payments to displaced persons (landowners and tenants) which result from the sale of land to a government agency (federal, state, or local). A person is considered displaced when (a) a person, partnership, corporation or association on or after January 2, 1971, moves from real property as a result of the acquisition of such real property, in whole or in part; or (b) they are in receipt of a written order from the acquiring agency to vacate real property for a program or project receiving federal financial assistance. The law provides for benefits and payments for which you may be eligible in the following areas:

1. Reimbursement of moving and related expenses or certain substitute payments.

2. Replacement housing allowance under certain conditions.

3. Relocation assistance services to help locate replacement housing, farms, or business properties.

4. Reimbursement of certain expenses incurred in selling real property to a government agency.

These payments and benefits are discussed in greater detail in the following paragraphs.

1. Reimbursement of Moving and Related Expenses

Displaced landowners and tenants are eligible for reimbursement of actual expenses incurred in moving themselves, their families, and their personal property from land acquired for federal or federally assisted programs. When a commercial mover is used, the reimbursement will be the amount charged. If the actual expenses are to be claimed, accurate records must be kept and bills and receipts obtained to support an application for reimbursement of expenses. Reimbursement for actual moving expenses shall not exceed the estimate or amount charged by a commercial mover.

In addition to moving expenses, actual direct losses of tangible personal property as a result of moving or discontinuing a business or farm operation may be reimbursable, but may not exceed the cost of moving such property.

Landowners or tenants displaced from a business or farm operation are eligible for an additional payment not to exceed $500 for expenses incurred in searching within a 50-mile radius for a replacement business or farm.

Should an owner or tenant displaced from a dwelling prefer, he might accept substitute payment of $200 plus an allowance of up to $300 (based on the size of the dwelling moved from) instead of actual moving expenses.

Should a displaced person from a business or farm operation prefer, he may accept a substitute payment instead of actual costs of moving and searching for relocation property. The Costs are not to be less than $2,500 nor more than $10,000 (based on the actual net income before income taxes). To qualify as a farm operation, the farm must contribute, or be capable of contributing, at least one-third of the operator's support. To qualify as a business, it must be shown that (a) it cannot be relocated without a substantial loss of its existing patronage; and (b) it is not a part of a commercial enterprise having at least one other establishment not being acquired by the governmental agency.

2. Replacement Housing Allowance.

In addition to reimbursement of moving expenses, owners or tenants actually occupying dwellings on the property acquired by a government agency under a federal or federally assisted program may be eligible for payment to help them purchase or rent a decent, safe, and sanitary replacement dwelling. This payment may be in the form of (a) a differential payment; (b) a rent supplement; or (c) a down payment allowance.

a. Differential Payment. A payment which, when added to the purchase price of the dwelling acquired by the governmental agency, would enable the owner/occupant to acquire a decent, safe, and sanitary dwelling in the same general area from which he was displaced. The maximum amount that can be allowed for a replacement dwelling shall in no case exceed $15,000. To qualify for this payment, an owner/occupant must have occupied the dwelling for not less than 180 days prior to the initiation of negotiations by the governmental agency (i.e.: 180 days from the date the first monetary offer was made).

b. Rent Supplement. The amount necessary, when added to the actual rent or fair cash rental, whichever is greater, which will enable a displaced tenant or owner/occupant to rent a decent, safe, and sanitary dwelling for a period not to exceed four years; but in no case shall the total amount of such payment exceed $4,000. The governmental agency will determine the maximum amount necessary to rent a replacement dwelling. Total payments in excess of $500 will be made in four equal annual installments. To qualify for this payment, a tenant or owner must have occupied the dwelling acquired by the governmental agency for not less than 90 days prior to the initiation of negotiations. An owner/occupant of more than 180 days prior to the initiation of negotiations may elect to receive this payment instead of the initiation of the differential payment, but not to exceed the amount he would have received as a differential payment.

c. Down Payment. The amount necessary to make a down payment f or purchase, including closing costs, on a decent, safe, and sanitary dwelling but not to exceed $4,000. However, the displaced tenant must match any amount over $2,000 on an equal basis. The amount required for a down payment cannot exceed the minimum

needed in the area for a conventional loan plus closing costs. The same occupancy qualifications apply for a down payment as for a rent supplement,

3. Relocation Assistance.

The government agency (federal, state, or local) will, to the greatest extent possible, assist displaced landowners and tenants in locating and becoming established in decent, safe, and sanitary replacement housing and in locating replacement farm and business properties. It will also provide assistance in completing applications for moving and other expenses and payments authorized by Public Law 91-646. Should you have questions, the governmental agency (federal, state, or local) negotiator will be glad to discuss them with you, or you may write to the government office in charge of federal or federally assisted programs.

The government agency (federal, state, or local) will, upon request, provide any lending institution, or other interested party, a statement of expenses and allowances for which you, as a displaced owner or tenant, are eligible under Public Law 91-646.

4. Reimbursement of Expenses Incurred in Selling Real Property to a Governmental Agency.

Landowners are eligible for reimbursement of certain expenses incurred by them in conveying title to real property to the government. The expenses eligible are:

a. Recording fees, transfer taxes, revenue stamps, and notary fees.

b. Penalty costs for pre-payment of pre-existing recorded mortgages as may be required to convey a clear title to the government agency.

c. The pro rate portion of real property taxes that would apply to the period after the date title vests in the government, or the effective date of possession by the government, whichever is earlier.

It is the obligation of the landowner to pay these expenses initially and then claim reimbursement from the agency purchasing the land. The agency will then be eligible for federal reimbursement as an allowable expense of the project.

REAL ESTATE

WAIVER OF JUST COMPENSATION

PROJECT:_____

OWNER:_____

PARCEL NO(S):_____

I/We, _____, have been informed of all of my/our rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Policy Act of 1970 and have been provided with a Statement of Just Compensation and a written offer to purchase for the appraised value of $_____. Of my/our choice, I/We have elected to accept an amount less than the approved appraisal of fair market value for the following reason:

_____

_____
Signature of Property Owner(s)

_____
Date

IMPORTANT - An explanation for accepting less than fair market value must be provided.

CERTIFICATE OF AUTHORITY

Explanation of how to complete

Community Recreation Project Number _____(ex: CUYA-014C)

I, _____ (name of attorney), do hereby certify that I am the principal Legal officer of _____ (name of local agency) and that the (name of local agency) _____is a legally constituted public body with full authority and legal capability to perform all obligations and terms of the _____ (name of agreement with local agency) and that _____(name of local agency) has fully complied with all applicable laws in entering into and performing all obligations required by the _____ (name of agreement with local agency).

IN WITNESS WHEREOF, I have made and executed this Certificate of Authority this _____ day of _____, 20__.

By: _____

Legal Counsel for _____

CERTIFICATE OF AUTHORITY

Community Recreation Project Number _____

I, _____, do hereby certify that I am the principal Legal officer

of _____ and that the

_____ is a legally constituted public body

with full authority and legal capability to perform all obligations and terms of the

_____ and that _____

has fully complied with all applicable laws in entering into and performing all obligations

required by the _____ .

IN WITNESS WHEREOF, I have made and executed this Certificate of Authority this

_____ day of _____, 20__.

By: _____

Legal Counsel for _____

NOTICE OF TAX EXEMPT BOND FUNDING

Example of how to complete

__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 appropriations from fund 7031 or 7035 from the 131st General Assembly in Senate Bill 310. The Ohio Department of Natural Resources administered these funds for recreational development. The Capital Improvement Community Recreation Project number is __ASHL-044C_____. A copy of the Capital Improvement Community Recreation Project Agreement is kept at the township office at _123 Main Street, Anywhere OH 11111_____.

_Troy Township_____ hereby agrees to be bound by the terms of the Project 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. During such time The Property cannot be converted in use or title without the written 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, until date that is fifteen calendar years hence from the first of the month following request for final reimbursement, for example: November 1st, 2033 (*questions? call ODNR*), upon which date this notice expires.

In testimony whereof Joe Parks has caused this Notice to be executed this _18th day of October 2017.

_____
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 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 _____ , 201__.

NOTICE OF TAX EXEMPT BOND 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 appropriations from fund 7031 or 7035 from the 131st General Assembly in Senate Bill 310. The Ohio Department of Natural Resources administered these funds for recreational development. The Capital Improvement Community Recreation Project number is _____. A copy of the Capital Improvement Community Recreation Project Agreement is kept at the _____ office at _____.

_____ hereby agrees to be bound by the terms of the Project 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. During such time The Property cannot be converted in use or title without the written 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, until _____, 20__, upon which date this notice expires.

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 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:

ACKNOWLEDGEMENT SIGN:

Public acknowledgment of State funding assistance at project sites is required, showcasing the state-local partnership in creating and improving high quality recreation areas. Participants can have signs made locally or purchase signs from ODNR.

The acknowledgement sign must be posted at the main entrance to the park or other appropriate on-site location, such as on or near the funded park facility. Method of sign construction may be determined by the Participant. Signs must remain in place through the compliance period, approximately fifteen years after project closeout.

ODNR offers recycled plastic signs (effective 10/1/2016). The price per sign is expected to be $60.00 (ODNR cost plus shipping & handling). Order via e-mail to tim.robinson@dnr.state.oh.us. Please include the following information:

Your project number (example: FRAN-004C)
Mailing address (no PO boxes)
Contact name and phone number

Your sign will be sent to you with an invoice requesting payment to ODNR upon receipt.

The sign looks like this:

Approximately 9” x 12”

If you prefer to make your sign in-house or locally and need an electronic graphics file, please email a request to Timothy.Robinson@dnr.state.oh.us

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.

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.

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.