NatureWorks Procedural Guide

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SECTION I: GENERAL PROJECT INFORMATION

A. INTRODUCTION

This Procedural Guide is designed to assist you, the project sponsor, with the successful completion of your state NatureWorks project.

This guide is organized in sections. The first section contains general project information that applies to all NatureWorks projects. Section 2 contains guidelines for development projects, Section 3 contains guidelines for acquisition projects, including acquisition reimbursements, and Section 4 contains guidelines on preparing for reimbursement.

Under the terms of the NatureWorks Program, it is the responsibility of the Project Sponsor to follow the guidelines and rules as established by the state. The Department shall assure that the Project Sponsor 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 Project sponsor has failed to comply with the project agreement. The Project Sponsor will be promptly notified in writing of such findings.

If you have questions that are not answered in this guide feel free to contact:

Mary Fitch, Recreation Services Administrator
Office of Real Estate
Ohio Department of Natural Resources
2045 Morse Road, Building E2
Columbus, Ohio 43229-6693
(614) 265-6477
mary.fitch@dnr.state.oh.us

B. PROGRAM ADMINISTRATION

The Ohio Department of Natural Resources (referred to as, the "Department") has been designated by the Governor as the state agency responsible for program administration and coordination. 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 "Project Sponsor") certain responsibilities for project completion, record retention, and operation.

C. RESPONSIBILITY FOR PROJECT COMPLETION

State and Local Responsibilities Defined. The Project Sponsor is legally responsible to complete the project. Once reimbursement is accepted, a project financed with NatureWorks funds shall not be terminated by the Project Sponsor 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 Ohio Department of Natural Resources.

1. Satisfactory Progress. The Project Sponsor is responsible to 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 Project Sponsor's existing projects. Qualification of new projects may also be delayed until project provisions are satisfactorily met.

2. Site Inspections. During the project period, site visits may be made at any time by representatives of the Department to ensure that the work is progressing in accordance with the project as approved. After a project is completed, periodic inspections will be made in order to ensure that the area is being used solely for public recreation. These post-completion inspections, in some instances, may be unannounced.

3. Changes in an Approved Project. The Project Sponsor may not deviate from the scope of an approved project without the concurrence of the Department. 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. For these reasons, the Department will avoid the approval of significant changes to approved projects in order to maintain the integrity of the selection process that is centered on the merit of the original proposal.

   If the Project Sponsor 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 project change solve the problem identified in the purpose and need section of the original project application to the same (or greater) 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 additional environmental and State Historic Preservation Office review 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. RESPONSIBILITY AFTER THE PROJECT COMPLETION FOR THE OPERATION, MAINTENANCE AND USE OF NATUREWORKS ASSISTED AREAS

1. Section 1557.06(c) of the Ohio Revised Code specifies that PROPERTY ACQUIRED OR DEVELOPED WITH ASSISTANCE UNDER THIS SECTION SHALL BE RETAINED AND USED FOR PUBLIC 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 Project Sponsor determines that a conversion of use or title is desirable and necessary, contact the Recreation Services Administrator (614) 265-6477.

2. NatureWorks Acknowledgment Sign. Suitable public acknowledgment of NatureWorks Fund assistance at project sites is required. This will illustrate the state-local partnership in creating new high-quality recreation areas and facilities. Project Sponsors can have signs made locally or purchase signs from ODNR.

   NatureWorks signs must not be smaller than 9 X 12 inches. The color combinations for NatureWorks signs should be: cardinal – red, cardinal's beak – yellow, buckeyes – brown, buckeye leaves – green. The black area as shown in the insignia should also be black on the sign. Lettering color and method of sign construction may be determined by the Project Sponsor. Signs must be permanent.

natureWORKS
Ohio's Natural Investment

A NatureWorks sign must be posted at the main entrance to the park or other appropriate on-site location(s), such as on or near the funded park facility. Project Sponsors may have the sign made locally or may purchase signs from the Department. These are made of recycled plastic and measure 13.5 X 15.5 inches. The price per sign is $90.00 - includes shipping and handling - and can be ordered by e-mailing mary.fitch@dnr.state.oh.us . Please provide your project number, the number of signs needed, mailing address (no PO boxes), contact name and phone number. Your sign(s) will be sent to you with an invoice requesting payment upon receipt. The sign looks like this:

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 is prohibited. 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.

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 Project Sponsor 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.

E. DEED – NOTICE OF GRANT AGREEMENT

Property developed with assistance from the NatureWorks local grant program shall be retained and used for public outdoor recreation. Under no circumstances can property developed with NatureWorks be converted from public recreation use without the approval of the Director of the Department. **The Project Sponsor must file a Notice of Agreement affidavit at their county recorder's office. A copy of the boundary map - submitted with the NatureWorks application - must be included as Exhibit A to the affidavit**. **If you have questions please contact ODNR at 614-265-6477.**

NOTE – PROJECT SPONSORS WHO SEEK TO CONVERT GRANT ASSISTED PROPERTY TO OTHER THAN PUBLIC RECREATION USE MUST BE PREPARED TO PROVIDE REPLACEMENT PROPERTY FOR PUBLIC RECREATION IF THE CONVERSION IS APPROVED.

Refer to **Appendix K** - **Notice of Grant Agreement Example and Appendix L - Notice of Grant Agreement Form.**

SECTION 2: DEVELOPMENT PROJECTS

A. PLANS AND SPECIFICATIONS/BID PACKAGE

Plans and specification requirements vary based on the type of development project.

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 call 614-265-6477 if 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 – We require 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.

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 on the following webpage: http://www.access-board.gov/ada-aba/final.htm Bidding or construction should not begin prior to our review and approval. Please allow up to 30 working days for review. Bid documents designed to be so restrictive to exclude open competitive bidding, bid documents that do not allow for "or equal" provisions, may not be acceptable. The plans must reflect the items in your grant. Items approved in the 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 changed. It is understandable that 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.

IMPORTANT - The Project Sponsor is responsible for determining if state prevailing wage rates apply. If State prevailing wage rates will apply, the state prevailing wage rates must be part of the specifications. Prevailing wage rate thresholds are available from the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Labor and Work Safety. The prevailing wage rate thresholds can be found on their web page at:
http://www.com.ohio.gov/laws/

You may contact the Bureau of Labor and Work Safety by phone at (614) 644-2450 or by mail at
6606 Tussing Road, PO Box 4009, Reynoldsburg OH 43068

B. BIDS AND CONTRACTS

THE PROJECT SPONSOR IS RESPONSIBLE FOR FOLLOWING ALL STATE AND LOCAL PROCUREMENT PROCEDURES, AND MUST PROVIDE A COMPLETED CERTIFICATE OF AUTHORITY CONFIRMING COMPLIANCE WITH LOCAL PURCHASING PROCEDURES.

Refer to **Appendix A – Bid Information Sheet** for details of the documents required. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Project Sponsor, price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest and best bid). Justification for awarding a contract to other than the low bidder is subject to the approval of this Department.

1. 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 Project Sponsor, shall not be imposed.

   The Project Sponsor 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.

2. 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 consistent with state guidelines. Procurement procedures shall not restrict or eliminate competition.

   The project sponsor shall have written selection procedures that provide as a minimum the following:

   a. The solicitations of offers whether by competitive sealed bids or competitive negotiation shall:

1) Incorporate 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 by offerors shall be clearly stated. All requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals shall be clearly stated.

b. 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 and technical resources.

3. Contract Provisions. 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.

The Project Sponsor 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 Project Sponsor, 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 **Appendix Q - Copeland Anti-Kick Back Act (18 U.S.C. 874)** 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 Project Sponsor shall report all suspected or reported violations to the Department.

d. Contracts awarded by the Project Sponsor 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.

e. 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.

4 Change Orders. The Project Sponsor 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.

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

6. Acceptance of the Contract Work. The Project Sponsor has full responsibility for determining if the contracted work is satisfactorily completed.

7. Safety and Accident Prevention. In the performance of each project, the Project Sponsor must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Project Sponsor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Project Sponsor 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.

8. 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 under the NatureWorks Program.

9. The Equal Employment Opportunity Bid Conditions for your NatureWorks project are included with this Procedural Guide and must be incorporated in the bid specifications.

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

b. In the event the Project Sponsor fails or refuses to comply with these requirements, the Project Sponsor 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 Project Sponsor until satisfactory assurance of future compliance has been received.
- Referring the case to the Attorney General for appropriate legal action.

10. PERMITS. All permits needed for the completion of the project must be secured by the local agency. This requirement may include any of the permits listed below as well as permits for land easements, utility lines and services, and rights-of-way for construction, operations, maintenance or other.

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 at 105 West Shoreline Drive, Sandusky, OH 44870.

Ohio Department of Natural Resources/Shore Erosion Protection Permit
A permit must be obtained from the ODNR Office of Coastal Management http://ohiodnr.com/coastal/OCMCoastalHome/tabid/9261/Default.aspx prior to the construction or installation of any erosion protection structure on or along the shoreline of Lake Erie in Ohio.

C. DONATION AND IN-KIND LABOR/SERVICES

The contribution of donated and in-kind labor/services can be used towards the required 25% match of NatureWorks grants. It is important that Project Sponsors who utilize donated and in-kind labor/services 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, reduce, or deny donated and in-kind labor/services in which the hours for tasks appear to be excessive.**

1. Donated Labor/Services (Skilled)

Skilled labor may be valued at the current rate of pay of the individuals. In order for their rate of pay to be used, Project Sponsors will be required to provide names, documentation of the rate of pay of the individuals, hours worked, and a description of the work performed. Work completed by skilled labor that is not their listed skill will be valued at the unskilled labor rate established. **Overtime rates of pay will not be allowed**. Project Sponsors should review APPENDIX D - Donated Labor/Services (Skilled and Unskilled) Checklist, APPENDIX F – NatureWorks In-Kind and Donated Labor/Service Form Instructions and APPENDIX G - NatureWorks In-Kind and Donated Labor/Service Form.

2. Donated Labor/Services (Unskilled)

Unskilled labor will be valued at $12.00 per hour. Unskilled labor will only be accepted for work provided by individuals age 18 and over. We still encourage the contributions of volunteers of any age. Project Sponsors will be required to provide names, hours worked, and a description of the work performed. **Overtime rates of pay will not be allowed**. Project Sponsors should review the APPENDIX D - Donated Labor/Services (Skilled and Unskilled) Checklist, APPENDIX F – NatureWorks In-Kind and Donated Labor/Service Form Instructions and APPENDIX G - NatureWorks In-Kind and Donated Labor/Service Form.

3. In-Kind Labor/Services

Project Sponsors can utilize in-kind labor/services from their staff at their current rate of pay. **Fringe rates cannot be included in the rate of pay**. Project Sponsors will be required to provide names, documentation of the rate of pay of the individuals, hours worked, and a description of the work performed. **Overtime rates of pay will not be allowed**. Project Sponsors will have to clearly distinguish the time spent on the NatureWorks project by each staff member on their timecard. Project Sponsors should review APPENDIX E - In-Kind Labor/Services (Skilled and Unskilled) Checklist, APPENDIX F – NatureWorks In-Kind and Donated Labor/Service Form Instructions and APPENDIX G - NatureWorks In-Kind and Donated Labor/Service Form.

D. DONATED REAL PROPERTY, MATERIALS, AND EQUIPMENT

1. Donated Real Property

Donated property can be used towards the applicant's match. To be eligible for credit, the Project Sponsor is responsible for providing a complete summary appraisal prepared in a narrative format that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal must be prepared by an independent general appraiser whose qualifications have been reviewed and approved by the Department prior to conducting the appraisal. The appraisal must be submitted to ODNR for review and approval. The fair market value established by the state-approved appraisal is the amount of just compensation the Project Sponsor is required by law to offer the owner for the land to be acquired.

IMPORTANT: The Project Sponsor should not proceed to acquire the property until written authorization to do so is received from the Department. Every appraisal must

include a statement that the landowner has been offered the opportunity to accompany the appraiser during inspection of the property.

Closing costs and associated legal fees associated with the donated property are not eligible for consideration.

2. Donated Materials

Values assessed to donated materials must be documented, should be reasonable, and should not exceed current market prices at the time they received by the Project Sponsor. Eligible materials must be new. Examples of eligible items include: gravel, mulch, lumber, plumbing fixtures, etc. Examples of ineligible items include: food, hand tools, consumable supplies, materials from the applicant's existing inventory, etc. Project Sponsors should refer to APPENDIX I - Donated Material and Equipment Checklist and APPENDIX J – Donated Material and Equipment Summary.

3. Donated and/or In-Kind Equipment

It is recommended that any potential equipment that may be considered for donation or in-kind be submitted to the Department for prior review and approval. Eligible equipment will be valued on an hourly, daily, weekly, or monthly rate. If the donation is being provided by a vendor, the Project Sponsor is required to provide proper documentation of the regular rental rate. If potential equipment usage is being donated from a non-vendor and/or through in-kind donation, a rate must be determined. If the equipment is heavy duty, the Project Sponsor 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. **The ODOT standard rates list is listed at http://ohiodnr.com/default/tabid/11089/default.aspx**

There are many types of power tools and equipment that are not considered "heavy duty" that may be required and are not listed on the ODOT equipment standard rates list. If power tools and/or equipment will be donated from a non-vendor and/or through in-kind donation, a rate must be determined. The Project Sponsor must provide a rental rate utilized by a local vendor for that same piece of equipment. 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 in-kind equipment in which a rate cannot be established.** Project Sponsors should refer to APPENDIX I – Donated Material and Equipment Checklist and APPENDIX J – Donated Material and Equipment Summary.

SECTION 3: ACQUISITION PROJECTS

Uniform Relocation and Acquisition. All acquisitions made with NatureWorks assistance 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 a Department-approved appraisal.
- You must provide all displaced persons, whether landowner or tenant, with appropriate relocation assistance.

SEQUENCE OF EVENTS

A. APPRAISAL PROCESS

1. PROPERTY APPRAISALS AND RELOCATION. All property acquisitions made with assistance through the NatureWorks Program must be completed in accordance with the provisions of Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Ohio Revised Code Section 163, which require that landowners and tenants displaced from their home, farms, and places of business, be offered just compensation for their property, and that they be appropriately reimbursed for costs associated with their relocation.

2. APPRAISAL. Any property to be acquired must be appraised by the Project Sponsor. The Project Sponsor 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 fair market value established by the state-approved appraisal is the amount of just compensation the Project Sponsor is required by law to offer the owner for the land to be acquired.

   A complete summary appraisal prepared in a narrative format that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) must be completed and submitted to ODNR for review and approval. Allow time in your schedule for this review.

   IMPORTANT: The Project Sponsor should not proceed to acquire the property until written authorization to do so is received from the Department. Every appraisal must include a statement that the landowner has been offered the opportunity to accompany the appraiser during inspection of the property.

B. STATEMENT OF JUST COMPENSATION

After you receive notification from the Department that the appraisal is approved, the Project Sponsor 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). A blank Statement of Just Compensation form and the required attachment

are provided as APPENDIX C. A copy of the Statement of Just Compensation WITH ORIGINAL SIGNATURE must be returned to the Department.

C. NEGOTIATIONS

Negotiations must be initiated by offering the approved appraised value in a Statement of Just Compensation. You must negotiate a purchase price within twelve months of the effective date of the appraisal. If it is found that negotiations or the actual purchase occurred prior to state approval of the project, the Project Sponsor may not be eligible for reimbursement.

IMPORTANT – Regardless of any negotiations occurring prior to an approved appraised value, the Project Sponsor is required by law to offer the appraised amount to the seller. The Project Sponsor must be prepared to pay that amount if it is accepted by the seller.

Waiver of Just Compensation. If the landowner chooses to accept less than the amount offered in the Statement of Just Compensation, the seller must sign a Waiver of Just Compensation explaining the reasons for accepting less. A blank Waiver of Just Compensation form is provided in APPENDIX D.

Condemnation. Condemnation should not be advanced or delayed in order to induce an agreement on price. If an agreement does not appear possible after a reasonable period of negotiation, the project sponsor may, if authorized by law, institute condemnation proceedings.

D. TRANSFER TITLE AND RECORD DEED

1. You must acquire the property within twelve months from the effective date of the appraisal or an update of the appraisal will be needed.

2. Title Rights, Documentation or Price Paid and of Title. The Project Sponsor must supply satisfactory evidence of purchase price and of the character and nature of the title. Evidence of title can be satisfied by a written Certification of Title by your legal counsel, by title insurance, and by 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 tract being acquired.

3. Acquisition of Interests in Real Property. The 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. All lesser interests are subject to a non-revocable 15-year minimum period. The Project Sponsor should adequately explain why lesser interests are to be acquired.

4. 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 payment by the Department.

5. The following language is to be bolded and included in the recorded deed:

LIMITATION OF USE

The property identified has been acquired with assistance provided by the Ohio Department of Natural Resources through the NatureWorks grant program established in accordance with House Bill 790 in 1994 and continued with House Bill 215 in 1997. Pursuant to a requirement of the grant program, this property may not be converted to other than public recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Ohio Department of Natural Resources.

E. ACCOUNTING AND REQUEST FOR REIMBURSEMENT

1. Accounting Responsibilities and Procedures for NatureWorks Projects.

- The Project Sponsor 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 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 Project Sponsor.

- Invoices and checks should have the project number, account number, and date.

- When payment is by check, a copy of the front of the check and a signed certification on the performance report must be submitted with the Billing. If payment is made by electronic transfer, you must submit documentation of the transfer of funds.

2. Request for Reimbursement

Please refer to the Billing Checklist (Appendix C), Performance Report Instructions (Appendix D), and Performance Report Example (Appendix E).

ACQUISITION APPENDICES

Acquisition APPENDIX A STATEMENT OF JUST COMPENSATION

Acquisition APPENDIX B WAIVER OF JUST COMPENSATION

Acquisition APPENDIX C BILLING CHECKLIST

Acquisition APPENDIX D PERFORMANCE REPORT INSTRUCTIONS

Acquisition APPENDIX E PERFORMANCE REPORT EXAMPLE

Acquisition APPENDIX A

STATEMENT OF JUST COMPENSATION

INITIAL OFFER

PROJECT: _____

OWNER: _____

TRACT NO. _____

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 may 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 (ie: 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 for purchase, including closing costs, on a decent, safe, and sanitary dwelling but not to exceed $4,000. However, any amount over $2,000 must be matched on an equal basis by the displaced tenant. 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 which 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.

Acquisition APPENDIX B

WAIVER OF JUST COMPENSATION

PROJECT:_____

OWNER:_____

TRACT NO.:_____

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.

Acquisition APPENDIX C

BILLING CHECKLIST

1. Recorded Deed (must include Limitation of Use language and exhibit of the boundary map)
2. Completed Statement of Just Compensation Form (APPENDIX A)
3. Completed Waiver of Just Compensation Form (APPENDIX B), if applicable
4. Certification of Title or Title Insurance
5. Option agreement, if applicable
6. Performance Report
7. Copies of the front of the checks or documentation of wire transfer (if applicable)
8. Relocation documents (if applicable)
9. Picture of the NatureWorks sign and notice of where the sign is located within the park

Note: If all forms and documents are acceptable, the Project Sponsor can usually expect reimbursement within 45 days. Incomplete requests for reimbursements will be returned to the Project Sponsor. To avoid delays, contact the Department if you do not understand a procedure.

Acquisition APPENDIX D

PERFORMANCE REPORT INSTRUCTIONS

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 the relocation should be listed below parcels acquired.

4. If there are additional parcels to be acquired on the NatureWorks grant, an update of the status of the acquisition 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.

REFER TO APPENDIX E – PERFORMANCE REPORT (EXAMPLE)

Your Agency Letterhead

ACQUISITION APPENDIX E

PERFORMANCE REPORT EXAMPLE

PERFORMANCE REPORT NO. 3
Sponsor Name
NatureWorks Invoice: HAMI-001-3
(Your project number - reimbursement request number)

"Cook Park"

PARCEL	APPRAISED VALUE	AMOUNT PAID	ACRES	RELOCATION
1	$10,000.00	$ 10,000.00	8	$ 4,000.00
2	23,500.00	23,500.00	3	15,000.00
	$ 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.

$33,500.00 = Appraised Value of Land; Basis for Reimbursement
$19,500.00 = Relocation Benefits
$ 1,000.00 = Relocation Services Contract

$54,000.00 = TOTAL SPENT THROUGH BILLING #1
$40,500.00 = AMOUNT OF 75% REIMBURSEMENT

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.

Signature_____

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

A. Financial Responsibility

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

B. Accounting for Funds Received

The Project Sponsor 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 and must meet the following requirements:

1. Establish separate accounts and support documents for each project. Each account shall be identified by the NatureWorks number assigned to the project.

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 and invoices match.

5. Maintain adequate records to show that all expenditures charged against the project were authorized by the Project Sponsor.

6. Invoices and checks should have the project number, account number, and date.

7. When payment is by check, a copy of the front of the check and a signed certification on the performance report must be submitted with the Billing. If payment is made by electronic transfer, you must submit documentation of the transfer of funds.

8. In those cases where the assistance of a consultant is required for a project, the costs may be eligible for Fund assistance. Consultants should be paid by the customary method used by the Project Sponsor, (i.e., per diem salary, fee for services, etc.). The "cost-plus-a-percentage" method of contracting must not be used.

9. Consultant fees paid to any federal, state, or Project Sponsor's employees are not eligible for reimbursement unless such payment is specifically agreed to by the Department.

C. Income Against a Project

Income against a project refers to money Project Sponsors 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 Project Sponsors receive during the project period must be accounted for and allocated in one of two ways:

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 Office of Real Estate.

Or

2. Income received from non-recreation uses must be deducted from your reimbursement basis. EXAMPLE: You have spent $20,000 and expect to receive a 75% reimbursement of $15,000. However, revenue of $5,000 was received from the sale of timber removed from the project site. Therefore, the total expenditures of $20,000 are 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 from concessions is not considered income against the project.

D. Billing Format

Payments to Project Sponsors are made on an up-to 75% reimbursement basis. **NatureWorks reimbursement is calculated on the lowest cost available or offered to a project sponsor. Discounts not taken, and taxes paid by a project sponsor will be deducted from a reimbursement request**. Items not eligible for NatureWorks reimbursement include the purchase of power tools, extension cords, wheelbarrows, ladders and other such items with usefulness beyond the completion of the NatureWorks project**.** To obtain reimbursement, the Project Sponsor must submit billings for items that have been purchased and installed.

SECTION 5: APPENDICES

Appendix A .....Bid Information Sheet
Appendix B ..... Certificate of Authority (example)
Appendix C .....Certificate of Authority
Appendix D .....Donated Labor/Services (Skilled and Unskilled) Checklist
Appendix E .....In-Kind Labor/Services Checklist
Appendix F .....In-Kind and Donated Labor/Services Form Instructions
Appendix G .....In-Kind and Donated Labor/Services Form
Appendix H ..... Volunteer Timesheet
Appendix I .....Donated Materials and Equipment Usage Checklist
Appendix J ..... Donated Materials and Equipment Summary
Appendix K ..... Notice of Grant Agreement Example
Appendix L .....Notice of Grant Agreement

NOTE – *Ohio Revised Code Section 317.114 was updated and required a change in the formatting of documents submitted to the county recorder. Appendix L format is compliance.*

Appendix M .....Performance Report Instructions
Appendix N ..... Performance Report Example
Appendix O .....Billing Checklist
Appendix P .....Covenant B of the January 27, 1972 EEO Executive Order
Appendix Q .....Copeland Anti-Kick Back
Appendix R ..... Clean Air Act

APPENDIX A

BID INFORMATION SHEET

NatureWorks assisted contracts and purchases must follow state and local purchasing and bidding requirements. A Certificate of Authority (**Appendix C**) with legal counsel's original signature is required for all projects submitted for reimbursement.

The following audit material is required for all NatureWorks assisted purchases and/or contracts that are competitively bid.

Copy of the bid tabulation.

Copy of the low bid proposal.

Copy of the signed contract.

Contact our office if:

The low bid is not chosen.

No bids are received.

Bids are all too high.

APPENDIX B

CERTIFICATE OF AUTHORITY

NatureWorks Project Number _____(Grant project number, ex: CUYA-014)

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 _____

APPENDIX C

CERTIFICATE OF AUTHORITY

NatureWorks 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 _____

APPENDIX D

DONATED LABOR/SERVICES (SKILLED AND UNSKILLED) CHECKLIST

A. Documentation of Skill and Pay Rate (Skilled Labor Only)

1. The proposed 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 proposed donor is self-employed, the donor shall provide his or her rate of pay for the work to be donated. If the donor is unemployed at the time or retired, the sponsor should contact us.

*** This documentation should be provided with the individual's first timesheet and is only required once. It is not required with each timesheet**

**** Donors that do not regularly assign their cost of doing business on an hourly basis may provide a quote of what the task regularly costs. The Department reserves the right to require additional information prior approval.**

*****If the donor that is providing the skilled labor is not currently employed, the Project Sponsor should contact the Department in order to determine a rate and the required documentation needed.**

B. Documentation of Hours and Work Performed (Skilled and Unskilled)

1. The Project Sponsor is responsible for completing the timesheet (**Appendix H**).

2. When completing the timesheet there is a row for the date, hours, and services performed.

3. The associated work performed during the hours work should be detailed (i.e. developed plans for restroom, completed sink installation, removed trash, etc.)

4. The Project Sponsor's authorized representative must provide their signature and date in the box provided in the lower left of the timesheet.

C. NatureWorks In-Kind & Donated Labor Form (Skilled & Unskilled) (**Appendix G**)

This form should accompany any timesheets submitted to the Department for credit towards the required 25% match.

APPENDIX E

IN-KIND LABOR/SERVICES CHECKLIST

A. Documentation of Title and Pay Rate

1. The Project Sponsor must provide a letter identifying the employees that will be providing in-kind services on the Project Sponsor's letterhead that lists each employee's name, title, and rate of pay.

2. The Project Sponsor is allowed to receive in-kind services from individuals that are not employees, but regularly provide services to the Project Sponsor (e.g. the Project Sponsor is a township but receives a service from the county engineer). The Project Sponsor must provide a letter on the individual's employer's letterhead listing the individual's name, title, and rate of pay.

*** This documentation is only required once. It is not required with each submission.**

B. Documentation of Hours and Work Performed

1. The Project Sponsor is required to notify the Department in writing of how it handles timekeeping (i.e. sign-in sheets, timecards, combination of both, etc.).

2. **(Employees of the Project Sponsor Only)** The Project Sponsor is responsible for providing copies of the timesheets of the individuals for the days in-kind labor/services was provided. Each employee's timesheet should clearly differentiate the hours worked on the NatureWorks project vs. other Project Sponsor business.

3. The Project Sponsor is responsible for providing a summary sheet on the Project Sponsor's letterhead **for each employee** that identify the days, hours, and work performed each of those days. The summary should conclude with a total of the hours being submitted for that employee multiplied times the rate of pay and lists a total of eligible costs. **NOTE – The Project Sponsor is required to obtain a summary from the employers of individuals providing in-kind services that are not Project Sponsor employees. The summary should be on the employer's letterhead.**

C. NatureWorks In-Kind & Donated Labor Form (Skilled & Unskilled) (**Appendix G**)

This form should accompany the documentation submitted to the Department for credit towards the required 25% match.

APPENDIX F

NATUREWORKS
IN-KIND AND DONATED LABOR/SERVICES FORM
INSTRUCTIONS

One copy of the NatureWorks In-Kind and Donated Labor/Services Form must be completed with each submission of in-kind and/or donated labor. Instructions for the completion of the form are as follows:

1-3. Self-explanatory.

4. If more than one labor/services form is used, mark each consecutively and note the total number of pages. *For example: Page 3 of 5*.

5. This name should be of the person that we can speak to if there are any questions or discrepancies related to the labor form submission.

6. Contact person's phone number.

7. Self-explanatory.

8. Total hours the individual contributed to the project in this submission. The accompanying timesheets or timecards should clearly show the hours the individual was working on the project. NOTE – Lunch hours must be deducted from the total hours provided regardless if the Project Sponsor pays for employees' lunch hours.

9. Individuals can be paid at their regular employment pay rate **only** if they are working in the same capacity on the project as their regular employment. All other individuals will be paid at the unskilled labor rate of $12.00 per hour.

10. Multiply the figure in item #8 times #9 and indicate the amount here.

11. List down the month and dates work was performed for each individual. If the dates exceed the area provided, please utilize the next row.

12. The work performed by in-kind providers for the dates should be listed in this section. If the work provided exceeds the area provided, please utilize the next row. Work performed by donors does not require any entry.

13. Multiply the figure in item #12 times 75% and indicate the amount here.

14. The authorized sponsor grantee official must certify to the accuracy of the reimbursement request.

15. Fill in the current date.

APPENDIX G
NatureWorks
IN-KIND AND DONATED LABOR/SERVICES FORM

(1) Name of Project: _____ (2) Project Number: _____
(3) Sponsor: _____ (4) Page Number: _____
(5) Contact Name: _____ (6) Phone Number: _____

(7) Name of Individual	(8) Hours Worked	(9) Rate of Pay	(10) Total Amt. Donated	(11) Dates Work Performed	(12) Work Performed

APPENDIX H
NatureWorks
VOLUNTEER LABOR TIMESHEET

Name of Project: _____

Name of Volunteer: _____

Sponsoring Agency: _____

Sponsor Contact Name: _____ Project Number: _____

Dates Work Performed	Start Time	Lunch Break Length	End Time	Total Hours (Deduct Lunch Break)	Work Performed

APPENDIX I

DONATED MATERIALS AND EQUIPMENT (IN-KIND OR DONATED) USAGE CHECKLIST

PROJECT SPONSORS EXPECTING TO RECEIVE DONATED MATERIALS OR EQUIPMENT USAGE ARE RECOMMENDED TO CONTACT OUR OFFICE TO DETERMINE IF IT ELIGIBLE FOR CREDIT

1. The Project Sponsor must provide a letter or invoice from the donating vendor listing the items being donated, the number of items, and the regular cost of each of the materials. 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 regular cost per hour or day of the equipment. Donated materials must come from a vendor that regularly sells the materials and has an assigned rate to the materials.

2. If the vendor is giving a "discount" on the regular price of the materials or equipment usage, the letter or invoice must state the regular cost of the items or equipment usage and the amount that is being charged to the Project Sponsor.

3. Letters of donation should not be submitted to ODNR until the materials or equipment have been used in the NatureWorks project. For example, a shingles donation should not be submitted until they have been installed.

4. If potential equipment usage is being donated from a non-vendor and/or through in-kind donation, a rate must be determined. If the equipment is heavy duty, the Project Sponsor 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 same webpage as this procedural guide.

5. We understand that there are many types of power tools and equipment that are not considered "heavy duty" that may be required and are not listed on the ODOT equipment standard rates list. If potential power tools and equipment is being donated from a non-vendor and/or through in-kind donation, a rate must be determined. The Project Sponsor must be able to provide a rental rate utilized by a local vendor for that same piece of equipment. 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 in-kind equipment in which a rate cannot be established.

6. Once the donation material and/or equipment usage has been utilized, the Project Sponsor must submit a summary sheet on its letterhead. The summary should list the donating vendor, the donated items, the number of the donated items utilized, per unit cost of the item, the total donation value for each item, and what project item was the donated item used for. For equipment, the following should be listed: donating vendor, equipment donated, the number of hours or days that were utilized, the rental rate, and what the equipment was used for in the project. **NOTE – Refer to an example of a summary in the Appendix**

APPENDIX J

DONATED MATERIALS AND EQUIPMENT SUMMARY (EXAMPLE)

CITY OF ANYWHERE
NATUREWORKS PROJECT NO. ADAM-000

123 MAIN STREET
ANYWHERE OH 12345

MATERIALS DONATED

DONOR	ITEM	NUMBER	COST	DONATION AMT
ABC BUILDER	2x4 WOOD	6	$7.00	$42.00
TXY SUPPLIES	XX SHINGLES	1 BOX	$100.00	$100.00
TOTAL MATERIALS DONATION				$142.00

NOTE – 2x4 WOOD USED FOR SHELTER FRAMING. SHINGLES USED FOR SHELTER ROOF

EQUIPMENT USAGE DONATED

DONOR	ITEM	HOURS DAYS	RATE	DONATION AMT
ACTION RENTAL	GAS POST HOLE DIGGER	1 DAY	$40.00	$40.00
TOTAL EQUIPMENT USAGE				$40.00

NOTE – POST HOLE DIGGER USED FOR FENCE POSTS AROUND THE BALLFIELD

TOTAL MATERIALS AND EQUIPMENT USAGE DONATION $182.00

I certify that all donated materials and equipment usage claimed for reimbursement were used solely for public recreation improvements developed with fund assistance from Ohio's NatureWorks Local Recreation Grants Program.

_____
Signed, Authorized Grantee Official

_____
Date

APPENDIX K

NOTICE OF GRANT AGREEMENT 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-019_____. 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 _township_____ office at _123 Main Street, Anywhere OH 11111_____.

_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 perpetually operated and maintained solely for public recreation or natural resource purposes. 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 _Denny Edwards_____ has caused this Notice to be executed this _28___ day of _June_____, 2011.

_____
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__.

APPENDIX L

Erase 'Appendix L' when this form is used

NOTICE OF GRANT AGREEMENT

_____ 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 perpetually operated and maintained solely for public recreation or natural resource purposes. 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 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:

APPENDIX M

PERFORMANCE REPORT INSTRUCTIONS

A. REQUIREMENTS

A Performance Report – on your agency letterhead - must be submitted with each billing in order to receive reimbursement. A Final Performance Report must be submitted when a project is completed, 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. Be sure to include quantities and types of items. The Performance Report must also include the certification shown on the bottom of the Performance Report Example.

Do not list such items as "overhead", "profit" or "miscellaneous". These types of expenditures cannot be reimbursed.

B. INSTRUCTIONS FOR COMPLETION OF PERFORMANCE REPORT

A Performance Report must be prepared for each billing. Each Performance Report must refer to each project related item by letter. **The associated invoices and checks for each project related item should be "binder clipped" together and the letter related to the project item should be at the top right corner of each document.**

The Performance Report will identify the project items that have been completed, the percentage of completion of project items partially completed, and the project items that have yet to commence. **The Performance Report should list the number of items purchased/constructed and details of the development (i.e. 5 picnic tables, 10 linear feet of walking path).**

At the bottom of the Performance Report the following items should be listed: total project expenses, total expenses claimed for the particular Performance Report and the 75% reimbursement amount. NOTE – If the Project Sponsor does not have enough grant funding remaining to reimburse 75%, the remaining grant amount should be listed. **If all forms & documents are acceptable, the reimbursement can be expected within 45 days.**

DO NOT use a contractor's request for payment in lieu of a Performance Report. Contractor invoices will aid you in preparing the Performance Report. If you have questions concerning the Performance Report, contact ODNR at (614) 265-6477.

Note: Donations do not allow a reimbursement request to exceed actual expenditures. For example, a city receives a $15,000 grant. They purchase a playground for $10,000 and have donated labor of $4,000. The normal calculation for reimbursement is 75% of $14,000 or $10,500. However, because only $10,000 was expended $10,000 is the maximum reimbursement. The city should then note that they reserve $500 in donation value for the remaining $5000 in grant funds.

IMPORTANT - **REIMBURSEMENTS THAT ARE NOT COMPLETE WILL BE RETURNED TO THE PROJECT SPONSOR. THE DEPARTMENT SUGGESTS THAT PROJECT SPONSORS CONTACT OUR OFFICE WITH ANY QUESTIONS.**

C. ADDITIONAL ITEMS NEEDED FOR THE FINAL PERFORMANCE REPORT

The **Final Performance Report** must also include the following items:

1. A copy of the recorded Notice of Grant Agreement (Appendix L), including an Exhibit A (a boundary map), filed at the county courthouse.

2. "As-built" site plan of the project area reflecting existing elements, newly developed elements, and location of the NatureWorks sign.

3. Pictures of the completed project elements and the NatureWorks sign(s).

** Digital pictures are strongly encouraged. Digital pictures should be provided via e-mail to mary.fitch@dnr.state.oh.us The subject line must list the Project Sponsor's name and project number.

4. Copies of final building inspections (if applicable)

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

Your Agency Letterhead

APPENDIX N

PERFORMANCE REPORT EXAMPLE

PERFORMANCE REPORT NO. 3
Sponsor Name
NatureWorks Invoice: HAMI-001-3
(Your project number - reimbursement request number)

"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			$20,625
TOTAL PERFORMANCE REPORT #3 EXPENSES		$30,500	
REQUEST FOR 75% REIMBURSEMENT		$22,875	

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

Date:_____

APPENDIX O
BILLING CHECKLIST

A. Invoices and Proof of Payment

1. **Submit invoices with reimbursement request**. Invoices 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 Project Sponsor 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 request.

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

   a. **Preferred method: Copy 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 and check amount.**

   b. Copies of Project Sponsor'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 2a above or 2c below.

   c. Copy of government organization's accounting report showing check number, date and amount of check.

3. A purchase order is not an acceptable proof of payment.

4. Check and/or payments amounts should match submitted invoices. If a payment includes additional items not related to the project, the Project Sponsor must clearly define the amount applicable to the grant project.

B. Plans and Specifications: Refer to page 5 for plans and specification requirements.

C. Bid Documents: If competitive bidding applies to the project, be sure to review APPENDIX A - Bid Information Sheet for required documents. These documents should be provided to ODNR as soon as completed.

D. Donated and In-Kind Labor Services: Refer to APPENDIX D - Donated Labor/Services (Skilled and Unskilled) Checklist and/or APPENDIX E - In-Kind Labor/Services Checklist.

E. Donated Material and Equipment: Refer to APPENDIX I - Donated Material and Equipment Checklist.

F. Performance Report: Refer to the APPENDIX M - Performance Report Instructions and APPENDIX N – Performance Report Example.

APPENDIX P

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 Q

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.

APPENDIX R

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.