



Guide to CAPITAL IMPROVEMENT Community Parks, Recreation, & Conservation Projects

H.B. 529

Sections 223.15 & 269.20

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INTRODUCTION & OVERVIEW

Congratulations on your Capital Improvement award for a Community Parks, Recreation, and Conservation Project appropriated by the 132st General Assembly through House Bill 529. 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 Project Sponsor (you) to successfully complete your Capital Improvement Community Parks, Recreation, and Conservation Project in compliance with Tax Exempt State Bond requirements. The following sequential steps will be followed:

- 1.Á The Project Sponsor (you) completes the Project Information Package in Section One of this Guide. Please submit the completed Project Information Package (pages 3-11 only) to the ODNR Office of REALM. This is needed to assure that the project and the Project Sponsor meet Tax Exempt State Bond eligibility requirements. ODNR will review your submittal and contact you if there are any questions.*
- 2.Á Upon approval of the completed Project Information Package, ODNR will send the Project Sponsor a state – local project contract. The Project Sponsor signs this contract & returns it to the ODNR Office of REALM.*
- 3.Á After receipt of the signed contract, ODNR will submit a request to the State Controlling Board for approval and release of funds for the project. This will take several weeks. Upon State Controlling Board approval, the state-local project contract will be executed, and the Project Sponsor will receive a copy. Qualifying Project Sponsors may then request partial advance of funds to begin the project.*
- 4.Á Upon significant project progress, the Project Sponsor 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, Project Sponsors are strongly encouraged to complete projects by the end of the current biennium, June 30th, 2020.*

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SECTION ONE

PROJECT INFORMATION PACKAGE

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'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 **Parks, Recreation**, and Conservation Projects must, when complete, provide new or improved recreation/conservation opportunities to the public.

Please describe how the proposed HB 529 project meets this requirement.



ATTENTION NONPROFIT PROJECT SPONSORS

Please review HB 529 Section 509.110 below. Nonprofit sponsors of 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. The executed joint/cooperative use agreement or lease is required **before** the state - local contract can be issued to the nonprofit sponsor. Agreements must meet SECTION 509.150 requirements. See sample joint use agreement on page 51.

SECTION 509.110 REQUIREMENTS RELATING TO NON-STATE OWNERSHIP OF CERTAIN FINANCED PROJECTS

- (A) No capital improvement appropriations or reappropriations made in this act 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 or reappropriation 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 benefit, 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 that meets the requirements of division (B) of this section.
- (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.



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 your Community **Parks, Recreation**, and Conservation Project. If future planned improvements are shown on plan, but are not proposed as a part of this HB 529 project, please indicate as FUTURE on plan. Be sure to label existing facilities as existing and show all property lines.



EVIDENCE OF OWNERSHIP

A complete copy of the deed for 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(s) between the parties, Project Sponsor and seller(s).

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. Dimensions for each boundary line, or scale, if map is to scale.
3. Project Sponsor name, project title and north arrow
4. Printed name, title and signature of the appropriate Project Sponsor official and the date. This certifies that the boundary map is accurate.

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EVIDENCE OF BONDING INSURANCE

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

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TIMELINE FOR PROJECT COMPLETION

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

Capital Improvement Community Parks, Recreation and Conservation Project Timeline																								
2018					2019										2020									
	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																								

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CONSTRUCTION WAGE RATES

Project Sponsors are responsible for compliance with HB 529 Section 509.60. For assistance please contact the Ohio Department of Commerce, Division of Industrial Compliance, Wage & Hour Section @ dhc@ohio.gov

SECTION 509.60. PREVAILING WAGE REQUIREMENT

Except as provided in section 4115.04 of the Revised Code, moneys appropriated or re-appropriated by the 132nd General Assembly shall not be used for the construction of public improvements, as defined in section 4115.03 of the Revised Code, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in section 4115.04 of the Revised Code. Nothing in this section affects the wages and salaries established for state employees under Chapter 124. of the Revised Code, or collective bargaining agreements entered into by the state under Chapter 4117. of the Revised Code, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the state.

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COST ESTIMATE FOR DEVELOPMENT PROJECTS

In the description column, give a brief description of each major project element or 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:"	

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

☐ COST ESTIMATE FOR ACQUISITION PROJECTS

List the property(s) to be acquired by parcel number.

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Additional Estimated Acquisition Costs:

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Community Parks, Recreation, & Conservation Project Environmental Review

Please use additional sheets as needed to provide additional information regarding any 'yes' and 'to be determined' responses. For purposes of this Environmental Review, the terms *impact* and *effect* generally mean **negative or adverse**.

Does the proposed project...	MYg	Bc	Hc 'VY' XYñfa]bYX
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.

- ❖ _____
- ❖ _____
- ❖ _____

Signature: _____ Date: _____

Name and title: _____



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.

Signature: _____ Date: _____

Name and title: _____



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

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: _____

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

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 Parks, Recreation, and Conservation 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 Parks, Recreation, and Conservation Project are listed below. After reviewing this guide, please feel free to call or email if you have questions.

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RESPONSIBILITY FOR PROJECT

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

The Project Sponsor is legally responsible to complete the project, follow guidelines and rules as established by the State, comply with the terms of the project agreement, 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 and given reasons for this action.

SATISFACTORY PROGRESS

The Project Sponsor 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.Á

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 and/or conservation.

CHANGES IN AN APPROVED PROJECT SCOPE

The Project Sponsor may not significantly deviate from the scope of an approved project. **All changes in scope must remain true to the authorizing legislation's project description.** Although minor changes are fairly routine, changes in project scope beyond 'minor' must be made in writing to the Department and must include a detailed explanation, plans/maps, cost estimates, etc. accurately describing the proposed change. Please call the ODNR contact listed on page 3 if you have questions.

ADVANCES

The Project Sponsor may request **one** initial advance of funds, not to exceed one-third of the contract amount for the Community **Parks, Recreation**, and Conservation 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 3. 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.

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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:

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- Á The property shall be used for the intended purpose; private uses are prohibited.
- Á The property shall be attractive and inviting to the public; structures and improvements shall be maintained.
- Á Staffing and servicing of facilities shall be adequate to assure public use and enjoyment of the area.
- Á 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.
- Á All discrimination is prohibited. Preferential reservation or membership residence systems and annual permit systems are prohibited, except to the extent that reasonable differences in admission and other fees may be maintained based on residence.
- Á The Project Sponsor shall retain all Capital Improvement Community **Parks, Recreation**, and Conservation Project records for the duration of the COMPLIANCE PERIOD, plus 3 calendar years.
- Á 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.

GUIDELINES: PLANNING & CONSTRUCTING DEVELOPMENT PROJECTS

The Project Sponsor must fully comply with all applicable federal, state & local laws when entering into contractual agreements, procuring & performing all obligations for the Capital Improvement Community **Parks, Recreation**, and Conservation Project. Please review Certificate of Compliance, page 34. Prior to project closeout and final reimbursement, the Certificate of Compliance must be completed and signed by legal counsel for the Project Sponsor. Such legal counsel should be 'in the loop' throughout the project process.

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. Plans must reflect the intent of the Capital Improvement Community Parks, Recreation and Conservation Project as described in HB 529. Once provided to the Department, plans and specifications should not be substantially modified. Although minor modifications are allowable, substantial changes to the project may not be eligible for reimbursement.

Purchase of Items (e.g. playgrounds, pre-fabricated shelters, etc.) not competitively bid

As soon as available, provide one copy of 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).

www.access-board.gov/

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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**.

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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.

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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.

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 Project Sponsor 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 Project Sponsor is responsible for determining if state prevailing wage rates apply. If applicable, the state prevailing wage rates must be part of the specifications. Please contact the Ohio Department of Commerce, Division of Industrial Compliance, Wage & Hour Section @ WageandHour@odnr.state.oh.us

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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

The Project Sponsor shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, and insurance. The Project Sponsor is legally responsible to complete the project, follow guidelines and rules as established by the State, comply with the terms of the project agreement, the provisions of this guide and all relevant laws, rules and regulations. ODNR may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time before or within the project period if ODNR 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 and given reasons for this action.

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Contract Provisions

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: Copeland Anti-Kick Back Act (18 U.S.C. 874) (see page 40) 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. 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. Project Sponsors 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 Project Sponsor fails or refuses to comply with these requirements, the Project Sponsor is subject to sanctions such as:
 - Á Cancellation, termination, or suspension in whole or in part of the Legislative allocation
 - Á Refraining from extending any further assistance to the Project Sponsor until satisfactory assurance of future compliance has been received;
 - Á Referring the case to the Attorney General for appropriate legal action.
- e. 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.
- 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.

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Please see pages 38-41 for forms and clauses to be included in construction specifications.

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 may not be eligible for reimbursement by the Department. Change orders must be made part of the project file and kept available for audit purposes. Á

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Acceptance of the Contract Work

The Project Sponsor is responsible for determining if the contracted work is satisfactorily completed. Á

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

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:

- Á The landowner must be offered just compensation for the property being acquired as determined by an ODNR-approved Uniform Standards of Professional Appraisal Practice (USPAP) appraisal.
- Á All displaced persons, whether landowner or tenant, must be provided with appropriate relocation assistance.

Sequence of Events

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

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A. APPRAISAL: Property to be acquired must be appraised by the Project Sponsor. An independent USPAP complaint appraisal must be submitted to the Department for review and approval. **Allow time in your schedule for this review.** The appraisal must be prepared by a general appraiser whose qualifications have been reviewed and approved by the Department prior to conducting the appraisal. ODNR maintains a list of ODNR approved appraisers, available upon request. If a desired appraiser is not on the list, he or she may submit a request to be approved. 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. Every appraisal must include a statement that the landowner has been offered the opportunity to accompany the appraiser during inspection of the property.

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B.Á STATEMENT OF JUST COMPENSATION: Upon 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). See page 28 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.Á 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 Project Sponsor may not be eligible for reimbursement.

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

D.ÁWAIVER 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 33), explaining reasons for accepting less.

E.ÁCONDEMNATION: 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 Project Sponsor may, if authorized by law, institute condemnation proceedings.

F.ÁDEED 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 or conservation use without the approval of the Director of the Department of Natural Resources.

Therefore, the Notice of Tax Exempt Bond Funding must be recorded at the County Recorder's Office with the deed for the acquired parcel(s). A copy of the recorded Notice of Tax Exempt Bond Funding must be provided to the ODNR, along with the recorded deed, prior to ODNR reimbursement of funds.

G.ÁTRANSFER 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 Project Sponsor'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.

Acquisition of Interests in Real Property:

Projects that include acquisition of easements, etc. will be administered in the same manner as other land acquisition projects. Documentation of value by appraisal will be required. The Project Sponsor should adequately explain why lesser property interests are to be acquired.

PROJECT FINANCIAL MANAGEMENT, ADVANCES & REIMBURSEMENTS

Accounting for Funds Received

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.....ADVANCE OF FUNDS REQUEST EXAMPLE

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REIMBURSEMENTS

Performance Reports

To obtain reimbursement, the Project Sponsor submits a Performance Report with supporting documentation; copies of invoice(s) and proof of payment(s). Reimbursement of Project Sponsor 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.

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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 36).

Invoices and Proof of Payment

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 Project Sponsor is responsible for providing a description of the item/service. Do not include sales tax in the reimbursement request.

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

A.ÁProof 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 and date payment was accepted or posted. If payments were made by check, the statement should include check number, date, check amount and date payment was posted.

B.ÁProof of Payment Option Two: Copies of Project Sponsor'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 Option One above or Option Three below.

C. Proof of Payment Option Three: Copy of government organization's accounting report showing check number, date and amount of payment and date payment was accepted or posted to account.

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

The Final Performance Report must also include:

1. A Photo of permanently installed Community Use • Recreation, and Conservation Project sign (see page 37).
2. A "As-built" site plan of the project showing existing elements & new elements.
3. A Picture(s) of the completed project.
4. A Completed CERTIFICATE OF COMPLIANCE
5. A Copies of final building inspections (if applicable)

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Your Agency Letterhead

PERFORMANCE REPORT for LAND ACQUISITION EXAMPLE

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<u>PARCEL</u>	<u>APPRAISED VALUE</u>	<u>AMOUNT PAID</u>	<u>ACRES</u>
1	\$10,000.00	\$ 10,000.00	8
2	23,500.00	23,500.00	3
	<u>\$ 33,500.00</u>	<u>\$ 33,500.00</u>	<u>11</u>

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

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

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Jane Doe 10/4/2019

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Director

Title

SECTION FOUR - FORMS & REFERENCE LANGUAGE

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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:

<i>Land</i>	<i>= \$</i> _____
<i>Improvements</i>	<i>= \$</i> _____
<i>Damages</i>	<i>= \$</i> _____
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 _____
(If Applicable)

Range _____
(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 for 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 occupant 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.

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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.



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APPENDICES – AGREEMENTS

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SAMPLE JOINT USE AGREEMENT

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LQRP V'WUG'CI TGGO GP V'

Vgo r rrvg"

*Vq'tgs wgu'lp'O U'Y QTF 'hqtto cv'go ckn'lo qvj f QgdkpupB f ptQncvgQij Qm'+"

" Vj ku'Lqkp'Wug'Ci tggo gpv'ôCi tggo gpvö+ku'gpvgtgf 'lpvq'd{ 'cpf 'dgvy ggp"]I QXGTP O GP VCN"
CI GP E[_'y j qug'cf f tguu'ku"]CF F TGUU_ '*j g'ôI qxgtpo gpv'Ci gpe{ ö+ 'cpf "]P QP RTQHkV"
QTI CP K C VIKP _ "]DTKGH'NGI CN'F GUET R VIKP 'lg0ôcp'Qj kq'pqr tqhk'eqr qtcvkqp=cp'Qj kq"
rko kqf 'hcdkkl'eqo r cp{ _'y j qug'cf f tguu'ku"]CF F TGUU_ '*j g'ôP qpr tqhkö+0'

" Y J GTGCU.'y tqwi j "J D'74; .P qpr tqhk'qt'I qxgtpo gpv'Ci gpe{ 'tgegkxgf 'cp'cr r tqr tkvkqp'lp'y g"
co qwpv'qh"]CO QWP V'QH'CY CTF _ '*j g'ôCr r tqr tkvgf 'Hwpf uö=cpf 0'

" Y J GTGCU.'P qpr tqhk'qt'I qxgtpo gpv'Ci gpe{ 'y kn'wug'y gug'Cr r tqr tkvgf 'Hwpf u'hqt"]P CO G"
QHRTQLGEV'CU'UVCVGF 'R'J D'74; _ '*j g'ôRtqlgevö=cpf ""

" Y J GTGCU.'y g'Cr r tqr tkvgf 'Hwpf u'y kn'dg'wugf 'q'o cng'ko r tqxgo gpw'cpf 'eqpwtwev'hcekklku"
qp'tgcn'r tqr gtv'qy pgf "qt'rgcugf 'd{ 'P qpr tqhk'*j g'ôRtqr gtv{ ö=cpf "" "

" Y J GTGCU.'y g'r ctvku'q'y ku'Ci tggo gpv'y kn'gcej 'j cxg'qdni cvkpu'cpf 'f wku'lp'tgi ctf 'q'y g"
Rtqlgev=cpf "

" Y J GTGCU.'q'gucdrkuj 'y g'tki j v'qh'I qxgtpo gpv'Ci gpe{ 'q'o cng'r wdne'wug'qh'y g'Rtqr gtv{ "
Ugevqp'72; Ø32'qh'J D'74; 'tgs wktgu'P qpr tqhk'q'gpvgt 'lpvq'c'Lqkp'Wug'Ci tggo gpv'y kj 'I qxgtpo gpv'
Ci gpe{ 'y cv'eqpvckpu'y g'tgs wktgo gpw'lp'J D'74; "Ugevqp'72; Ø32'D+3+*5=cpf "

" Y J GTGCU.'I qxgtpo gpv'Ci gpe{ 'j cu'f go qpwtcvgf 'y cv'y g'xcnw'qh'y g'wug'qh'y g'Rtqr gtv{ 'ku"
tgcupcdn' 'tgrvgf 'q'y g'co qwpv'qh'y g'Cr r tqr tkvgf 'Hwpf u'y tqwi j 'y g'y qtmij ggv'kpenwf gf 'lp'y ku"
Ci tggo gpv'cu'Cwcej o gpv'CO"

" P QY . 'VJ GTGHQTG. 'lp'eqpukf gtcvkqp'qh'y g'o wwwcn'dgpgkhu'j gtgwpf gt. 'k'ku'j gtgd{ 'ci tggf 'q"
dgvy ggp'y g'r ctvku'cu'hqmjy u<""

30Á Rtqr gtv'rgcugf . 'qt'qy pgf 'd{ 'P qpr tqhk0"Vj g'Rtqr gtv{ 'eqpukru'qh']f guetkdg'y g'Rtqr gtv{ _'hrecvgf "
cv']f guetkdg'y g'hrecvkqp'qh'y g'Rtqr gtv{ _0P qpr tqhk'qy pu'y g'Rtqr gtv{ 'qt'j cu'c'rgcug'qh'y g"
Rtqr gtv{ 'y cv'uj cm'eqo o gpeg'pq'rvgt'y cp'y g'f cvg'qh'y ku'Ci tggo gpv'cpf 'vgto kpcvg'pq'gctrkgt"
y cp'y g'rcu'f c{ 'qh'y g'o qp'y 'hqmjy kpi 'y g'37y "cpplxgtuct{ 'qh'y g'f cvg'qp'y j lej 'y g'hkpcn'
f kudwtugo gpv'qh'Cr r tqr tkvgf 'Hwpf u'ku'o cf g0"

40Á Wug'qh'Rtqr gtv' d{ 'I qxgtpo gpv'Ci gpe{ 0]F guetkdg'lp'f gckn'j qy 'y g'Rtqr gtv{ 'y kn'dg'wugf 'hqt"
r ctmu'cpf 'tgetgcvkqp'qt'eqpugtxcvkqp'r wtr qugu0_

Optional Joint Use Agreement Template

This template only serves to provide for the requirements of HB 529 and is not intended to serve as a template protecting the interests of the parties involved. Parties are encouraged to add necessary language to protect the parties' interests and to consult with legal counsel as needed.

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" " " " ""CVVCEJ OGPVC"

Project: _____

Date: _____

Directions: The purpose of this worksheet is to enable a Government Agency to demonstrate how the value of the parks and recreation uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the Nonprofit or Government Agency. Section I will be filled out by Department of Natural Resources staff. Sections II and III are to be filled out by the Government Agency.

Section I: State appropriation information.

1. Amount of state appropriation provided: _____
2. Estimated annual debt service on the appropriation: _____
3. Term of the state bond, in years: _____15_____

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
{ _____	\$Á _____	_____
{ _____	\$Á _____	_____
{ _____	\$Á _____	_____
{ _____	\$Á _____	_____
{ _____	\$Á _____	_____

(* List additional uses on separate page as needed.)

Section III:

On a separate page, explain how each use listed in Section II was valued for this analysis.

