



# **Land & Water Conservation Fund** **Procedural Guide**

## **TABLE OF CONTENTS**

<b>Section 1: General Project Information</b> .....	1
<b>Section 2: Development Projects</b> .....	6
<b>Section 3: Acquisition Projects</b> <i>including acquisition reimbursements</i> .....	12
Acquisition Appendices A-D .....	15
<b>Section 4: PROJECT WORK, BILLING, AND REIMBURSEMENT</b> .....	24
Appendices A-K .....	26

*Revised August 6, 2013*

## SECTION I: GENERAL PROJECT INFORMATION

### A. INTRODUCTION

This Procedural Guide is designed to assist you, the project sponsor, with the successful completion of your federally funded Land & Water Conservation Fund (LWCF) project.

This guide is organized in sections. This first section contains general project information that applies to all LWCF projects. Section two contains guidelines for development projects and section three contains guidelines for acquisition projects, including acquisition reimbursements. Reimbursement requests are explained in section four.

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

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### B. RESPONSIBILITIES

The National Park Service (NPS) of the U.S. Department of Interior is the federal administering agency of the LWCF program. 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 "**Participant**") certain responsibilities for project completion, record retention, and operation.

The Participant must comply with the terms of the project agreement, the provisions of this guide, and all relevant laws, rules and regulations. The Department may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time before or within the project period if the Department determines that the Participant has failed to comply with the project agreement. The Participant will be promptly notified in writing of such findings.

The Participant is legally responsible to complete the project. Once reimbursement is accepted, the Participant shall not terminate a project financed with LWCF funds 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 ODNR and NPS.

Under the terms of the federal Land and Water Conservation Fund Act, it is the responsibility of both the ODNR and the Participant to follow the guidelines and rules as established by the NPS. The ODNR shall assure the NPS that the Participant complies with the terms of the project agreement, the provisions of this guide, and all relevant laws, rules and regulations. The 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 the ODNR determines that the Participant has failed to comply with the project agreement. The Participant will be promptly notified in writing of such findings and given the reasons for the actions.

**C. DURING THE PROJECT**

**Satisfactory Progress:** The Participant is responsible to ensure that its project is carried through with reasonable promptness to a stage of completion acceptable to the Department and the NPS. Failure to maintain satisfactory progress or failure to complete the project to the satisfaction of the Department may be cause for termination or cause to withhold further payments on any of the Participant's existing projects. Please refer to APPENDIX A, page 27, for **progress report requirements**. Consideration of new grant applications from the Participant may be affected if grant compliance is unsatisfactory.

**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 unannounced inspections will be made in order to ensure that the area is being used solely for public outdoor recreation.

**Changes in an Approved Project:** The Participant 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 Participant seeks a change in project scope, the following will be evaluated:

- 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 to the Department and must contain a detailed explanation. The request should include appropriate maps, cost estimates, etc., to accurately describe the proposed change.

**D. RESPONSIBILITY AFTER PROJECT COMPLETION FOR THE OPERATION, MAINTENANCE AND USE OF THE LWCF ASSISTED AREA**

**Continuing Outdoor Recreational Use and Section 6(f) COMPLIANCE:**

Property acquired or developed with LWCF assistance must be retained and kept open for public outdoor recreation in *perpetuity*. In most cases the entire property or park acquired or developed, (developed in whole or in part) for which LWCF assistance was accepted, must be *forever* retained and used for public outdoor recreation. This is the area identified within the Boundary Map.

Per Section 6(f) of the federal Land and Water Conservation Fund Act, such property may not be converted from public outdoor recreation use without the approval of the Secretary of the U.S. Department of the Interior. All new and/or replacement utility lines on land purchased or developed with Land and Water Conservation Fund assistance must be placed underground. Periodic federal or state site inspections will be made to ensure compliance. Any conversion of use or transfer of property by the Participant will necessitate replacement of subject LWCF assisted property. Compliance will be assured via periodic site inspections.

**Section 6(f) of the Land and Water Conservation Fund Act of 1964:** SEC. 6(f)(3) No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

The Participant submitted the Boundary Map at the time of grant application, thereby agreeing to adhere to Section 6(f) provisions for all areas included within the Boundary Map. The Boundary Map is approved by the Department. However, prior to the first reimbursement, with good justification and Department approval, the map may be modified by the Participant.

The Boundary Map must be legally sufficient to identify lands afforded Section 6(f) protection. In other words, at some future date, the Map could be scrutinized in court. It should include a scale in feet, number of acres encumbered, a north arrow and a clearly labeled boundary line.

If, at some future date, the Participant determines that a conversion of use or title is desirable and necessary, the Participant must contact the Department for instructions.

**LWCF Acknowledgment Sign:** Public acknowledgment of LWCF assistance at project sites is required. Such acknowledgment will emphasize the federal-state-local partnership role in creating new high-quality recreation areas and facilities.

LWCF signs must not be smaller than 9 X 12 inches. The color combinations for LWCF signs used should be the following: background – either white or tan, mountain – green, road into the mountain – white or tan, leaves by the name Land and Water Conservation Fund – green, the color within the outer circular band – green or the color of the background. Lettering color and method of sign construction may be determined by the project. Signs must be permanent.



A permanent sign must be installed or included on another sign at the grant development site **or** at the main entrance to the park. The LWCF symbol shown above **may** also be displayed at entrances or other appropriate on-site locations or park literature. For logo artwork go to <http://www.nps.gov/ncrc/programs/lwcf/pub.htm> (scroll down).

Participants may make the sign locally or may purchase sign(s) from the Department. The price per sign is \$90.00 (includes shipping and handling) **and can be ordered by e-mailing [mary.fitch@dnr.state.oh.us](mailto: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. Sign(s) will be sent to you with an invoice requesting payment upon receipt. Signs are made of recycled plastic, measure 13.5 X 15.5 inches and look like this:



**Underground Utility Requirements:** After project approval all utility lines installed within the final Boundary Map area must be placed underground. This requirement applies to new or replacement utilities installed within an LWCF fund-assisted site.

**Accessibility to the Public: Discrimination on the basis of residence is prohibited.** Public Law 92-422, Section 6(f)(8) provides that discrimination on the basis of 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.

Any proposed fees associated with the site that differ between residents and nonresidents must first be submitted for approval. As a rule, fees charged to nonresidents cannot exceed twice that charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, the nonresident fee cannot exceed the fee charged for residents at comparable state or local public facilities that have a fee system. Reservations, memberships or annual permit systems available to residents must also be available to nonresidents.

Participants may impose reasonable use limits on the type and extent of use at areas and facilities when such limitations are necessary for maintenance or conservation. All limitations shall be in accordance with the applicable grant agreement and amendments.

**Operation and Maintenance.** Property acquired or developed with assistance from LWCF 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.

**Audit Requirements** The Participant is responsible for being familiar with the Single Audit Act of 1984 and its requirements. Under these requirements, audited agencies must submit a copy of any single audit report to the Department.

E. **NOTICE OF GRANT AGREEMENT**

Property developed with assistance from the LWCF grant program shall be retained and used for public outdoor recreation. Under no circumstances can property developed or acquired with LWCF be converted from public outdoor recreation use without the approval of the Director of the Department of Natural Resources *and* the Secretary of the Department of Interior. In order for this regulation to be enforced, the Participant must file a Notice of Grant Agreement affidavit at their county recorder's office. A copy of the final Boundary Map must also be included with this affidavit as 'Exhibit A'.

The LWCF assisted property is protected for public outdoor recreation in perpetuity. If the subject property is ever proposed for conversion, the participant must contact ODNR. Per the Land & Water Conservation Fund Act of 1964, the participant must replace the converted property with approved property of equal FMV.

**See Appendix D, pages 31-32, for Notice of Grant Agreement Example & Form.**

## SECTION 2: DEVELOPMENT PROJECTS

### A. PLANS AND SPECIFICATIONS/BID PACKAGE

**Competitively Bid Projects:** Submit a copy of the complete bid package (plans/specifications) that will be made available to bidders prior to bid. The plans/specifications must be stamped and signed by a professional engineer, architect or landscape architect. There are exceptions, please call 614-265-6477 if you believe a 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:** ODNR requires a copy of the plans/specifications and any associated drawings as soon as available. If a professional engineer, architect or landscape architect did not prepare the plans/specifications, additional information may be requested. Bidding or construction should not begin prior to ODNR 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.

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

**Accessibility:** When planning any development project the applicant must review the latest accessibility guidelines under the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Any development funded must adhere to these guidelines. The guidelines can be accessed on the following webpage: <http://www.access-board.gov/ada-aba/final.htm>

### B. BIDS AND CONTRACTS

**For LWCF projects, competitive open bidding is required for contracts and purchases of \$100,000.00 or more.** The participant is also responsible for following all state and local procurement procedures, and must provide a Certificate of Authority (page 30) to confirm compliance. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Recipient, 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 of contracts to other than the low bidder is subject to the approval of the Department. Documentation from legal counsel on projects not competitively bid may be required.

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

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

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

**Contract 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. Written selection procedures must provide, at a minimum, the following:

- Incorporation of a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the name brand which must be met 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.
- 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.

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

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

- All contracts in excess of \$25,000 shall contain suitable provisions for termination by the Participant, including the procedures and basis for settlement. In addition, the provisions shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.
- All construction contracts shall include a provision for compliance with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Participant shall report all suspected or reported violations to the Department.
- Contracts awarded by the Participant shall include a provision to the effect that the Department, the state auditor, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of making audit, examination, excerpts, and transcriptions.
- Contracts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. Violations must be reported to the Department.

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

**Wage Rates:** Although the LWCF program is a federal grant program, state prevailing wage rates apply and must be part of the specifications. Provisions of the Davis Bacon Act do not apply unless other federal funds requiring DBA wages are used in conjunction with LWCF. Prevailing wage rate thresholds are available from the Ohio Department of Commerce, Bureau of Wage & Hour Administration. See <http://www.com.ohio.gov/laws/> or (614) 644-2239.

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

**Information to be Given to Bidders Concerning Federal Funds:** The Participant must inform bidders that federal funds are being used to assist construction and that relevant federal requirements will apply. This information must be included in bid invitations or in notices released prior to the issuance of the bid invitations. The required "Bid Advertisement Statement" is as follows:

THIS PROJECT IS FEDERALLY ASSISTED. CONTRACTS TO BE AWARDED UNDER THIS INVITATION FOR BIDS WILL BE SUBJECT TO FEDERAL LAWS AND RELATED ACTS THAT ARE REFERENCED IN THIS BID PACKAGE.

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

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

**Equal Employment Opportunity Construction Contract Compliance:** Federally assisted construction projects are subject to Presidential Executive Order 11246, as amended, and the January 27, 1972 Equal Employment Opportunity Executive Order of the Governor of Ohio. Regulations set forth by the Office of Federal Contract Compliance Programs of the U.S. Department of Labor and the Ohio Department of Administrative Services will apply to each construction contract awarded under the LWCF Program. The Equal Employment Opportunity Bid Conditions for your LWCF project are included with this Procedural Guide and must be incorporated in the bid specifications.

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

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

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

C. **PERMITS:**

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

- \* **U. S. Army Corps of Engineers, Section 404/Section 10 Permits**  
Any project involving construction or fill activities adjacent to or within the waters of Lake Erie, as well as any alterations to wetland areas, may require the approval of the U. S. Army Corps of Engineers. Included in this requirement are such activities as construction of piers, boathouses, and catwalks.
- \* **Ohio Environmental Protection Agency, Water Quality Certification**  
As required by Section 401 of the Clean Water Act, the Ohio Environmental Act, the Ohio Environmental Protection agency must certify that any in-water deposition of dredged or fill material meets Ohio water quality standards.

- \* **Ohio Department of Natural Resources, Submerged Land Lease**  
The State of Ohio owns the lands submerged under the waters of Lake Erie and Sandusky Bay within the state boundaries. Before any construction or improvements can occur on submerged lands, a lease must be obtained from the ODNR Office of Coastal Management, Sandusky, Ohio.  
<http://ohiodnr.com/coastal/OCMCoastalHome/tabid/9261/Default.aspx>
- \* **Ohio Department of Natural Resources/Shore Erosion Protection Permit**  
A permit must be obtained from the ODNR Office of Coastal Management Sandusky, Ohio. <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

D. **DONATION AND IN-KIND LABOR/SERVICES**

Up to 100% of the value of donated and in-kind labor/services/materials can be used towards the required 50% match of LWCF grants. For example:

Total project cost	\$100,000
LWCF awarded grant amount	\$50,000
Total expenditures invoiced w/ receipts & proof of payment	\$50,000
Total <i>correctly documented</i> in kind work, donated materials & equipment usage	\$50,000
<b>LWCF Grant Program Reimbursement:</b>	<b>\$50,000</b>

It is essential that Participants that 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/or in-kind labor/services when task hours appear excessive.**

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

**Donated Labor/Services (Unskilled):** Unskilled labor is valued at \$12.00 per hour. Unskilled labor will only be accepted for work provided by individuals age 18 and over. (We encourage contributions of volunteers of any age.) Participants will be required to provide names, hours worked and a description of the work performed. **Overtime pay is not allowed.**

**In-Kind Labor/Services:** Participants 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.** Participants 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 pay is not allowed.** Participants must clearly identify time spent on the LWCF project by each staff member on timesheets or equivalent.

E. **DONATED REAL PROPERTY, MATERIALS AND DONATED or INKIND EQUIPMENT**

**The Participant SHOULD NOT CLOSE on a property until written approval has been received from the Ohio Department of Natural Resources.**

**Donated Real Property:** Donated property can be used towards the applicant's match. In order for donated property to be eligible for credit, the Participant must provide ODNR with a UASFLA (Yellow Book) Appraisal of the property, completed by an ODNR approved appraiser. (Exceptions to the Yellow Book requirement may be granted upon request for properties valued under \$10,000, or \$25,000 with seller approval.) The appraisal will be reviewed and approved by ODNR. ODNR maintains a list of ODNR approved appraisers, some of whom are proficient in Yellow Book appraisals. If a desired appraiser is not on the list, they may submit a request to be approved to the Office of Real Estate.

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

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

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

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

**ODOT standard rates:** [Microsoft Word - Equipment Standard Rates 2013 Final.doc](#)

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

## SECTION 3: LWCF ACQUISITION PROJECTS

**Uniform Relocation and Acquisition:** All acquisitions made with LWCF 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 an ODNR-approved appraisal.
- You must provide all displaced persons, whether landowner or tenant, with appropriate relocation assistance.

### SEQUENCE OF EVENTS

- A. **APPRAISAL PROCESS:** Property to be acquired must be appraised by the Participant. The Participant is required to submit one independent appraisal to the Department. The appraisal must be prepared by a general appraiser whose qualifications have been reviewed and approved by the Department prior to conducting the appraisal. The fair market value established by the state-approved appraisal is the amount of just compensation the Participant is required by law to offer the owner for the land to be acquired. Every appraisal must include a statement that the landowner has been offered the opportunity to accompany the appraiser during inspection of the property.

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

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

- A. **STATEMENT OF JUST COMPENSATION:** Upon notification from the Department that the appraisal is approved, the Participant must provide the landowner with a Statement of Just Compensation, and the required information for landowners and tenants about benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646). See pages 15-19 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.
- B. **NEGOTIATIONS:** Negotiations must be initiated by offering the approved appraised value in a Statement of Just Compensation. The purchase price must be negotiated and the property acquired within twelve months of the effective date of the appraisal or an update of the appraisal will be needed. If negotiations or the actual purchase occurred prior to state approval, the Participant may not be eligible for reimbursement.

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

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

If the seller chooses to accept less than the amount offered in the Statement of Just Compensation, he/she must sign a Waiver of Just Compensation (see page 20), explaining reasons for accepting less.

- D. **CONDEMNATION:** Condemnation should not be advanced or delayed in order to prompt an agreement on price. If an agreement does not appear possible after a reasonable period of negotiation, the Participant may, if authorized by law, institute condemnation proceedings.
- E. **DEED LIMITATION OF USE:** Property acquired with LWCF assistance shall be retained and used for public outdoor recreation. Under no circumstances can property so acquired (or developed) be converted from public outdoor recreation use without the approval of the Director of the Department of Natural Resources and the Secretary of the Department of Interior.

Therefore, the Notice of Limitation of Use must become part of the deed, recorded in the county courthouse. A copy of the final LWCF 6(f) Boundary Map (**Exhibit A**) must accompany the Notice of Limitation of Use. Provide this recorded deed to the ODNR Office of Real Estate prior to reimbursement.

#### **NOTICE OF LIMITATION OF USE**

The property identified below and in Exhibit A has been acquired with federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (170 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Ohio Department of Natural Resources and the Secretary of the Department of the Interior. By law, the Secretary shall approve such conversion only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such condition as the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

G. **TRANSFER TITLE AND RECORD DEED**

Title Rights, Documentation or Price Paid and of Title

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

Acquisition of Interests in Real Property

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

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 ODNR. All such records must be retained for a period of three years after final reimbursement by the State.

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

**Responsibilities of Participant:**

- Implement accounting procedures to assure proper disbursement and accounting of project expenditures. The accounting procedures must be based on generally accepted accounting 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 LWCF number assigned to the project.
- Identify all receipts in sufficient detail to show the source of each receipt.
- Itemize all support documents for project expenditures in detail and show the exact nature of each expenditure. Do not list any items as "miscellaneous".
- Maintain adequate records to show that all expenditures charged against the project were authorized by the Participant.
- Assure that all invoices and checks have the project number, account number and date.
- Follow requirement for proof of payment. See page 25.

Acquisition APPENDIX A

OFFER

STATEMENT OF JUST COMPENSATION

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 \_\_\_\_\_  
(If Applicable)

Range \_\_\_\_\_  
(If Applicable)

Municipality \_\_\_\_\_  
(If Applicable)

EXCEPTIONS:

\_\_\_\_\_  
\_\_\_\_\_

_____	_____
Date	Signature
_____	_____
	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 occupancy qualifications apply for a down payment as for a rent supplement,

3. Relocation Assistance.

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

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

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

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

- a. Recording fees, transfer taxes, revenue stamps, and notary fees.
- b. Penalty costs for pre-payment of pre-existing recorded mortgages as may be required to convey a clear title to the government agency.
- c. The pro rate portion of real property taxes that would apply to the period after the date title vests in the government, or the effective date of possession by the government, whichever is earlier.

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

**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**

	<b>Required Documents with Reimbursement Request</b>	<b>Refer to</b>
	Certification of Title or Title Insurance	
	Court award concerning land value, <i>if applicable</i>	
	Final <i>revised</i> Boundary Map, <i>if applicable</i>	Page 3
	Option to Purchase, <i>if applicable</i>	
	Performance Report for acquisition of land	Pages 22-23
	Picture of the LWCF sign installed at project site	Page 4
	Proof of Payment	Page 25
	Recorded Deed	
	Statement of Just Compensation	Pages 15-19
	Waiver of Just Compensation, <i>if applicable</i>	Page 20

**REIMBURSEMENT IS BASED ON THE APPRAISED VALUE OF THE LAND, NOT THE AMOUNT PAID. REIMBURSEMENTS CAN NEVER EXCEED THE GRANT AMOUNT.**

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

**Acquisition APPENDIX D**

**INSTRUCTIONS for PERFORMANCE REPORT for LAND ACQUISITION**

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

Your Agency Letterhead

**Acquisition APPENDIX D**

**PERFORMANCE REPORT for LAND ACQUISITION EXAMPLE**

---

**PERFORMANCE REPORT NO. 1**

Participant's Name

LWCF Invoice: 39-04444-1

*(Your project number - reimbursement request number)*

"Cook Park"

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

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

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

\$19,500 = Relocation Benefits

\$ 1,000 = Relocation Services Contract

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

\$27,000 = AMOUNT OF 50% 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 LWCF grant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_

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

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

The Participant shall implement accounting procedures to assure proper disbursement and accounting of project expenditures. The accounting procedures must be based on generally accepted accounting 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 LWCF grant number (39-0\_ \_ \_ \_ ) 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/payments and invoices match.
  5. Maintain adequate records to show that all expenditures charged against the project were authorized by the Participant.
  6. Invoices and checks should have the project number, account number, and date.
  7. Proof of payment with reimbursement request. See page 25 for acceptable proof of payment options.
  8. Costs of a project consultant (engineer, architect, etc.) may be eligible for grant assistance. Consultants should be paid by a negotiated contract amount. The "cost-plus-a-percentage" method of contracting must not be used.
  9. Consultant fees paid to any federal, state or Participant's employees are not eligible for reimbursement unless such payment is specifically agreed to by the Department.
- A. **Income Against a Project** Income against a project refers to money Participants receive during the project period as a result of some income-producing activity occurring on the project site. Rental of structures, sale of timber, oil, gas, or other minerals, are examples of income-producing activities. Any such revenue Project Sponsors receive during the project period must be accounted for and allocated in one of two ways:

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

Option 2: Income received from non-recreation uses must be deducted from your reimbursement basis. EXAMPLE: You have spent \$20,000, expecting to receive a 50% reimbursement (\$10,000). However, revenue of \$5,000 was received from the sale of timber on the project site. Therefore, the total expenditure of \$20,000 is reduced by \$5,000 to \$15,000. The LWCF reimbursement would then be \$7,500 (50% of \$15,000).

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

## **B. Obtaining Reimbursement**

Reimbursement payments to Participants are made on an up-to 50% basis. Using the following protocols and forms the Participant must submit billings for purchased and installed items or contracted work.

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

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

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

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

**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 Participant's cancelled checks, front and back. Check number, amount, and date must be legible on the back of the check. This information is often, but not always, printed by the bank. If it is not printed on the back of the check, please provide payment documentation as described in 2a above or 2c below.
- c. Copy of government organization's accounting report showing check number, date and amount of check.
- d. A purchase order is not an acceptable proof of payment.

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

### **Processing Time**

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

## APPENDICES

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

Appendices forms may be downloaded in Word/Excel here:

<http://ohiodnr.com/default/tabid/11089/default.aspx>

Appendix A



**PROGRESS REPORT *for* ODNR OPEN GRANT PROJECT  
LAND & WATER CONSERVATION FUND**

Participant:  DATE OF REPORT:

PROJECT #  PROJECT TITLE:

REPORTER / TITLE:

REPORTER TELEPHONE

REPORTER EMAIL:

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

EXPLANATION:  
Attach additional sheets if needed.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

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

Mail to:  
  
LWCF Progress Report  
Office of Real Estate  
ODNR  
2045 Morse Rd. E2  
Columbus, OH 43224

Or via email to: [mary.fitch@dnr.state.oh.us](mailto:mary.fitch@dnr.state.oh.us) (Enter project number & '*progress report*' in email subject line.)

*Thank you for your cooperation!*

## Appendix B

### BID INFORMATION SHEET

LWCF assisted contracts and purchases must follow state and local purchasing and bidding requirements.

**The following audit material is required for all LWCF assisted purchases and/or contracts exceeding \$100,000.00.**

- Copy of the bid tabulation
- Copy of the low bid proposal
- Copy of the signed contract

The \$100,000.00 limit applies singly or in the aggregate; i.e. multiple purchases/contracts with the same vendor for identical or nearly identical goods or services totaling \$100,000.00 or more may be subject to competitive bidding

If the low bid is not chosen, no bids are received, bids are not responsive or bids are too high please Contact the Recreation Services Section of the Office of Real Estate @ (614) 265-6477.

**Appendix C**

**CERTIFICATE OF AUTHORITY**  
***Explanation***

Land & Water Conservation Fund Project Number 39- \_\_\_\_\_ (Grant project number, ex: 39-01234)

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

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

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

Legal Counsel for \_\_\_\_\_



**CERTIFICATE OF AUTHORITY**

**Land & Water Conservation Fund Project Number 39- \_\_\_\_\_**

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**

**NOTICE OF Land and Water Conservation Fund 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 Land and Water Conservation funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The Land and Water Conservation project number is \_\_39-004440\_\_. A copy of the **Land and Water Conservation Fund** project agreement is kept in the \_TROY TOWNSHIP\_ office at 123 Main Street, TROY, OH 43000.

\_\_TROY TOWNSHIP\_\_ hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A must be 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 National Park Service and the Director of the Ohio Department of Natural Resources.

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

In testimony whereof \_\_JOHN DOE\_\_ has caused this Notice to be executed this \_\_28th\_\_ day of \_\_JUNE\_\_, 20\_\_12\_\_.

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

STATE OF OHIO

COUNTY \_\_\_\_\_, <sup>ss</sup>

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:



**NOTICE OF Land and Water Conservation Fund 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 Land and Water Conservation funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The Land and Water Conservation project number is 39-\_\_\_\_\_. A copy of the **Land and Water Conservation Fund** project agreement is kept in 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 National Park Service and 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 E

### PERFORMANCE REPORT INSTRUCTIONS

#### A. REQUIREMENTS

A Performance Report, on your agency letterhead, must be submitted with each billing. All expenditures for which reimbursement is requested should be summarized. The certification on the bottom of the Performance Report is also required. When a project is completed or withdrawn a Final Performance Report is also required. It must include a final accounting of all expenditures and a description of all work accomplished.

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

Each Performance Report must identify each project item by letter. Attach associated invoices and proof of payments together by project item (this is the backup packet) and write the letter corresponding to that project item on the Performance Report on the top right corner of the backup packet. List completed project items and project items not yet completed or commenced. Include details like number purchased/constructed (ex: 100 linear feet of paved trail).

At the bottom, list total project expenses, total expenses currently claimed and the 50% reimbursement request. If there is not enough grant funding remaining to reimburse all 50%, the remaining grant balance should be listed.

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

**Donations:** Reimbursements cannot exceed actual expenditures. For example, a city receives a \$15,000 grant. They purchase a playground for \$7,000 and have *donated* labor of \$9,000. The normal calculation for reimbursement is 50% of \$16,000 or \$8000. However, because only \$7,000 was expended, \$7,000 is the maximum reimbursement. The city should then note that they reserve \$5500 in donation value for the remaining \$8000 in grant funds, \$4000 of which may be applied.

#### C. INSTRUCTIONS FOR THE FINAL PERFORMANCE REPORT:

1. Enclose a copy of the recorded Notice of Grant Agreement (Appendix D) including Exhibit A (a boundary map), as filed at the county courthouse.
2. Enclose a completed CERTIFICATE OF AUTHORITY, if not already submitted.
3. Enclose an "as-built" site plan of the project area showing existing elements, completed grant funded elements and location of the LWCF sign.
4. Enclose pictures of the completed project and the LWCF sign(s). Digital pictures are best. Email to [mary.fitch@dnr.state.oh.us](mailto:mary.fitch@dnr.state.oh.us) with Participant's name/project number in subject line.
5. Enclose copies of final building permits and inspections (if applicable)

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

Your Agency Letterhead

**APPENDIX E**

**PERFORMANCE REPORT EXAMPLE**

---

**PERFORMANCE REPORT NO. 1**

Participant Name

LWCF Invoice: 39-01234 - 1

*(Your project number - reimbursement request number)*

"Cook Park"

Report #1

The following facilities have been completed:

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

These grant funded items have not commenced at this time:

Playground  
Paved trail

TOTAL REIMBURSEMENTS TO DATE	\$0
TOTAL PERFORMANCE REPORT #1 EXPENSES	\$35,000
REQUEST FOR 50% REIMBURSEMENT	<b>\$17,500</b>

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

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

\_\_\_\_\_  
Title

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

**APPENDIX E**

**FINAL PERFORMANCE REPORT EXAMPLE**

**PERFORMANCE REPORT NO. 2**

Participant Name

LWCF Invoice: 39-04444-2

*(Your project number - reimbursement request number)*

"Cook Park"

	Report #2	TOTAL <u>PRIOR TO</u> Report#3
The following facilities have been completed:		
A. One picnic shelter	\$ 0	\$35,000
B. One accessible play system	\$ 9,650	\$ 0
C. Access path 200 linear feet	\$ 7,000	\$ 0
D. Dump Truck usage (in kind)	\$ 175	
TOTAL SPENT <u>PRIOR TO</u> PERFORMANCE REPORT #2:		\$35,000
TOTAL REIMBURSEMENTS TO DATE:		\$17,500
TOTAL PERFORMANCE REPORT #2:	\$16,825	
TOTAL ELIGIBLE FOR 50% REIMBURSEMENT (B & C):	\$16,650	
50% REIMBURSEMENT	\$ 8,325	
TOTAL ELIGIBLE AS 100% MATCH (D):	\$ 175	
TOTAL REIMBURSEMENT THIS REQUEST:	\$ 8,500	
TOTAL LWCF GRANT AMOUNT:	\$ 26,000	
TOTAL REIMBURSEMENTS, INCLUDING THIS REQUEST:	\$ 26,000	

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

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

\_\_\_\_\_  
Title

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

## **APPENDIX F**

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

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

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

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

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

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

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

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





## **APPENDIX G**

### **IN-KIND LABOR/SERVICES**

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

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



## APPENDIX H

### DONATED MATERIALS AND EQUIPMENT (IN-KIND OR DONATED)

#### DONATED MATERIALS or EQUIPMENT:

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

#### IN KIND EQUIPMENT USAGE:

1. Participants may claim in-kind usage of owned equipment. (Participants may NOT claim in-kind usage of owned materials.) If the equipment is heavy duty, the Participant must review the Ohio Department of Transportation's (ODOT) equipment standard rates list. If the equipment is found on the list, the ODOT rate will be the one considered. The ODOT standard rates list is located on the following website: [Microsoft Word - Equipment Standard Rates 2013 Final.doc](#)
2. Many types of power tools and equipment are not "heavy duty" so are not listed on the ODOT equipment standard rates list. If such power tools and/or equipment time is claimed, the Participant must provide a rental rate from a local vendor for that same type of equipment, on the vendor's letterhead, brochure, advertisement, etc. If a rental rate cannot be obtained, the item will not be considered for donation. **The Department reserves the right to request additional documentation, reduce, or deny donated and/or in-kind equipment in which a rate cannot be established.**
3. The Participant must submit Appendix H In Kind Equipment Summary Form and Equipment Use Log(s).





**APPENDIX I**  
**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 J

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

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

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

**APPENDIX K**

**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.