



# **CAPITAL IMPROVEMENT PROJECT GUIDE**

## **Community Parks, Recreation, & Conservation Projects**

**H.B. 687 & H.B.597  
Sections 223.15  
134<sup>th</sup> Ohio General Assembly**

**Administered By:  
Ohio Department of Natural Resources**



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**Note:** Editable Microsoft Word versions of Appendices A, B, and E are available for download on ODNR's Capital Projects webpage at <https://ohiodnr.gov>.

# INTRODUCTION & OVERVIEW

***Congratulations*** on your Capital Improvement award for a H. B. 687 Community Parks, Recreation, and Conservation Project (the “Project”) appropriated by the 134th General Assembly through H. B. 687 or re-appropriated through H. B. 597. The Ohio Department of Natural Resources (ODNR) Office of Real Estate & Land Management (REALM) is responsible for administering these appropriations.

ODNR will work with you (the “Project Sponsor”) to successfully complete your Project in compliance with tax exempt state bond requirements. The following sequential steps must be followed:

**Step One:** The Project Sponsor must complete the Project Information Package in Section One of this Guide. Please submit the completed Project Information Package (pages 2-13 only) to ODNR. This is needed to assure that the Project and the Project Sponsor meets tax exempt state bond eligibility requirements. ODNR will review the Project Sponsor’s submittal and contact the Project Sponsor if there are any questions.

**Step Two:** Upon approval of the completed Project Information Package, ODNR will send the Project Sponsor a state-local project Grant Agreement. The Project Sponsor must sign the Grant Agreement and return it and a signed attorney certification to ODNR.

**Step Three:** After receipt of the signed Grant Agreement, 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 Controlling Board approval, the Grant Agreement will be executed by ODNR, and the Project Sponsor will receive a copy. Once the Grant Agreement is signed by ODNR, the Project Sponsor may then request a partial advance of funds to begin the Project. It is not required that the Project Sponsor receive an advance of funds. Any funds not processed through an advance of funds will be paid out as reimbursements of expenditures.

**Step Four:** Upon significant progress in the Project and the incurrence of expenses, the Project Sponsor may submit reimbursement requests to ODNR. Reimbursement of these documented expenditures will be reduced by any advances already issued. After the amount of an advance is met, reimbursements for properly documented expenditures will be made until the amount of the grant has been completely paid out. 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 30, 2024.

# SECTION ONE

## PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 2-13 comprise the 'Project Information Package. Please complete all forms on pages 2-13 and send with all other requested materials on pages 2-13 (only) to the address below. This is the first step in the Project coordination process.

Teresa Goodridge  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693  
614-265-6396

### **BASIC INFORMATION**

Awarded Project Sponsor: \_\_\_\_\_

Project Sponsor's Address: \_\_\_\_\_

Street Address 1

Street Address 2

City, State ZIP

Tax Identification Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Name

Title

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Brief Description of Project:



## **PROJECT ELIGIBILITY**

The Project must, when complete, provide new, or improved, recreation/conservation opportunities to the public. Please describe how the proposed Project meets this requirement:



## **NONPROFIT PROJECT SPONSORS**

Please review H. B. 687, Section 509.11 below. Nonprofit sponsors of a Project 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 and the public's use of, right to use, and benefit from the Project. The executed joint/cooperative use agreement or lease is required before the Grant Agreement can be issued to the nonprofit sponsor. Agreements must meet H.B. 687, Section 509.11 requirements. See sample joint use agreement in Appendix E.

### **Section 509.11 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

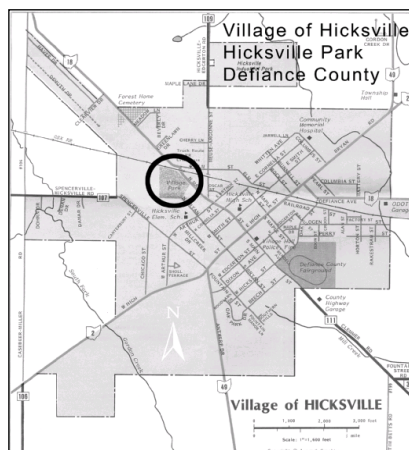
(3) Provide that procedures to be followed during the capital improvement process will comply with appropriate applicable state statutes and rules, including the provisions of this act.



## 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 the Project. If future planned improvements are shown on the plan but are not proposed as a part of the Project, please indicate as FUTURE on the 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 from the date of the payment of the final Project reimbursement (or property acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”). All proposed land acquisition projects must include a signed sales contract(s) between the Project Sponsor and seller(s). Other types of interests in the Project property may be satisfactory to ODNR under limited circumstances. The Project Sponsor should obtain approval of other types of interests in the Project property before proceeding with the acquisition of such interests.

In addition to demonstrating evidence of ownership, the Project Sponsor must list all interests or restrictions held by any person or entity on the Project property in the table below. Project Sponsor may be asked to submit to ODNR all interest or restriction documents against the property. Exhibit C of the Grant Agreement (see Appendix D) will also require a list of all property interests held by any person or entity on the Project property.

*Example: Easement by and between [Name of Grantee] and \_\_\_\_\_ dated \_\_\_\_\_ and recorded at Official Record # \_\_\_\_\_ (Vol. # \_\_\_\_\_ of Page # \_\_\_\_\_) of [Name of County] County, Ohio.*

1	
2	
3	
4	
5	
6	
7	
8	





## **BOUNDARY MAP**

This map should be an accurate map of the property described in the deed (or lease) where the Project will exist. Please include the following on the map:

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



## **EVIDENCE OF FIDELITY BOND/INSURANCE**

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



## TIMELINE FOR PROJECT COMPLETION

Using the table below, please graph the anticipated timeline for the Project by placing an 'X' in the appropriate year/month box for each stage of the Project.

		Planning	Design/Eng	Bidding	Construction	Completion
<b>2022</b>	July					
	August					
	September					
	October					
	November					
	December					
<b>2023</b>	January					
	February					
	March					
	April					
	May					
	June					
	July					
	August					
	September					
	October					
	November					
	December					
<b>2024</b>	January					
	February					
	March					
	April					
	May					
	June					



## CONSTRUCTION WAGE RATES

Project Sponsors are responsible for compliance with H. B. 687 Section 509.06. For assistance, please contact the Ohio Department of Commerce, Division of Industrial Compliance, Wage & Hour Section at [www.com.ohio.gov](http://www.com.ohio.gov).

### Section 509.06. Prevailing Wage Requirement

Except as provided in section 4115.04 of the Revised Code, moneys appropriated or re-appropriated by the 134th 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.



**COST ESTIMATE FOR DEVELOPMENT PROJECTS**

In the description column, give a brief description of each major element or purchase for the Project. 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 the Project costs prepared by a professional engineer, architect, or landscape architect may be submitted in lieu of this form.

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

\*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(ies) to be acquired by parcel number:

Parcel Number	Acreage	Estimated Fair Market Value of Parcel	Estimated value of existing property improvements that do not have an intended recreation or conservation purpose (if applicable)	Total Estimated Eligible Purchase Price
		\$	Deduct: \$	= \$
		\$	Deduct: \$	= \$
		\$	Deduct: \$	= \$
			<b>TOTAL:</b>	\$

Additional estimated acquisition costs:

Description	Quantity	Unit Cost	Total Cost
Uniform Standards of Professional Appraisal Practice Compliant Appraisal			
Land Survey			
Title			
Other:			
		<b>Total:</b>	

**FEDERAL REQUIREMENTS REVIEW**

If, in addition to funds received under the H. B. 687 Community Parks, Recreation, and Conservation grant, the Project Sponsor receives federal financial assistance, or if the Project will be located on federal land, or if a federal permit may be required for the Project, the Project Sponsor may also have to comply with various federal statutes and regulations. ODNR does not have enforcement jurisdiction over these federal statutes and regulations but urges the Project Sponsor to review the federal statutes and regulations to determine its compliance responsibilities for the Project. To assist the Project Manager in this review, a **nonexclusive** list of potentially applicable federal statutes and regulations is included in Appendix H, attached hereto.



## ENVIRONMENTAL CHECKLIST & REFERENCES

Project Sponsors are encouraged to contact the appropriate government agency when there is an environmental **regulatory** issue. *(Provide copies of all permits needed and/or proof of contact with regulatory agency.)*

	<b>YES</b> (This may be a regulatory issue)	<b>NO</b>
<p><b>Does the Project involve development (ground disturbance) within 1000 feet of a National and/or State Scenic River?</b></p> <p>If YES, contact the ODNR Division of Parks &amp; Watercraft, Scenic Rivers Section at <a href="mailto:robert.gable@dnr.state.oh.us">robert.gable@dnr.state.oh.us</a></p> <p>Ohio's Scenic Rivers Program: <a href="https://ohiodnr.gov/discover-and-learn/land-water/rivers-streams-wetlands/scenic-rivers-program">https://ohiodnr.gov/discover-and-learn/land-water/rivers-streams-wetlands/scenic-rivers-program</a></p>		
<p><b>Does the Project scope involve in-water deposit of dredged or fill material (33 U.S.C. §1341)?</b></p> <p>If YES, Water Quality Certification may be required. Contact the Ohio EPA's Water Quality Certification Section at <a href="http://epa.ohio.gov/dsw/SurfaceWater">epa.ohio.gov/dsw/SurfaceWater</a></p>		
<p><b>Does the Project scope involve development in a flood plain?</b></p> <p>If YES, for compliance, please contact your local Designated Flood Plain Administrator (DFPA). For a list of DFPAs, see <a href="https://ohiodnr.gov/static/documents/water/floodplains/Floodplain%20Administrator%20List.pdf">https://ohiodnr.gov/static/documents/water/floodplains/Floodplain%20Administrator%20List.pdf</a></p>		
<p><b>Is the Project or Project property a project, activity, or program as defined under Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) (54 USC § 306108)?</b></p> <p>If YES please contact:</p> <p style="padding-left: 40px;">Ohio History Connection 800 E. 17th Ave. Columbus, Ohio 43211-2474 Phone: 614-298-2000 Email: <a href="mailto:shpo@ohiohistory.org">shpo@ohiohistory.org</a></p> <p><i>(ALL projects that include a federal action (federal funds, permit from a federal agency, federal lands involvement, etc.) must complete a state historic preservation office Section 106 Review)</i></p>		

	YES (This may be a regulatory issue)	NO
<p><a href="https://www.ohiohistory.org/preserving-ohio/federal-state-reviews/submitting-a-project-for-section-106/">https://www.ohiohistory.org/preserving-ohio/federal-state-reviews/submitting-a-project-for-section-106/</a></p> <p>Projects that do not include a federal action are still subject to Ohio Revised Code § 149.53.</p>		
<p><b>Does the Project involve development on submerged land in Lake Erie or Sandusky Bay (R. C. §1506.11)?</b></p> <p>If YES, a submerged land lease may be required. Contact the ODNR Office of Coastal Management at (419) 626-7980. Information regarding submerged land leases can be found at <a href="mailto:coastal@dnr.ohio.gov">coastal@dnr.ohio.gov</a></p>		
<p><b>Does the Project involve the construction of a beach, groin, or other structure to control erosion, wave action, or inundation (R.C. §1506.40)?</b></p> <p>If YES, a shore structure permit may be required. Contact the ODNR Office of Coastal Management at (419) 626-7980. Information regarding shore structure permits can be found at <a href="mailto:coastal@dnr.ohio.gov">coastal@dnr.ohio.gov</a></p>		
<p><b>Does the Project involve development in, or impact to, an aquatic resource under the protection of the Clean Water Act?</b></p> <p>If YES, please contact the following agencies to coordinate permitting requirements (the Project may be covered under a Nationwide Section 404 Permit):</p> <ul style="list-style-type: none"> <li>• U.S. Army Corps of Engineers (district appropriate for Project; see map at <a href="http://usace.army.mil/Locations.aspx">usace.army.mil/Locations.aspx</a> to determine USACE district for your site)</li> <li>• Ohio Environmental Protection Agency (<a href="https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/water-quality-certification-and-isolated-wetland-permits">https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/water-quality-certification-and-isolated-wetland-permits</a>)</li> <li>• Local Soil &amp; Water Conservation District (<a href="https://agri.ohio.gov/divisions/soil-and-water-conservation/find-a-local-swcd/swcd-list">https://agri.ohio.gov/divisions/soil-and-water-conservation/find-a-local-swcd/swcd-list</a>)</li> </ul>		
<p><b>Does the Project involve development in, or impact to, an isolated wetland?</b></p> <p>The Ohio EPA regulates wetlands that are not subject to regulation under the Federal Water Pollution Control Act. These are known as “isolated wetlands.”</p>		

	<b>YES</b> (This may be a regulatory issue)	<b>NO</b>
<p>If YES, an Isolated Wetland Permit may be required. The Ohio EPA encourages all potential permit applicants to visit their webpage at <a href="https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/water-quality-certification-and-isolated-wetland-permits">https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/water-quality-certification-and-isolated-wetland-permits</a>.</p>		
<p><b>Does the Project involve activities that have the potential to impact state threatened and/or endangered species or their habitats? Does the Project have the potential to impact unionid mussels?</b></p> <p>If this is a possibility for either question, please submit an Environmental Review request to the following email address: <a href="mailto:environmentalreviewrequest@dnr.ohio.gov">environmentalreviewrequest@dnr.ohio.gov</a>.</p> <p>For additional information regarding ODNR Environmental Review (including what to submit), please see guidance at: <a href="https://ohiodnr.gov/discover-and-learn/safety-conservation/about-ODNR/real-estate/environmental-review">https://ohiodnr.gov/discover-and-learn/safety-conservation/about-ODNR/real-estate/environmental-review</a>.</p>		
<p><b>Does the Project involve activities that have the potential to impact federally listed threatened and/or endangered species or critical habitat?</b></p> <p>If this is a possibility, please coordinate with the U.S. Fish &amp; Wildlife Service (USFWS) Ohio Ecological Services Field Office. Instructions for coordinating with USFWS can be found at: <a href="https://www.fws.gov/office/ohio-ecological-services/request-project-review">https://www.fws.gov/office/ohio-ecological-services/request-project-review</a>.</p>		

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Name and title: \_\_\_\_\_



## STATE OF OHIO CIVIL RIGHTS COMPLIANCE

The Project Sponsor, pursuant to R.C. Chapter 4112, shall commit that the Project Sponsor and any person acting on behalf of the Project Sponsor shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under the Project. The Project Sponsor further shall commit that the Project Sponsor and any person acting on behalf of the Project Sponsor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work on the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. §125.111(B) and O.A.C §123: 2-3-02, the Project Sponsor shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.

**NOTE:** This commitment shall apply to all aspects of the Project Sponsor’s operations including those parts that have not received or benefited from any other financial assistance.



## JOINT-USE AGREEMENTS / BY-AND-BETWEEN AGREEMENTS

A Joint-Use Agreement or a By-and-Between Agreement between a local government entity and a private nonprofit organization may be needed for purposes of the Project.

**Option 1:** If a Joint-Use Agreement or By-and-Between Agreement *exists*, please submit a copy of the agreement. The agreement should describe any allocated responsibilities for completing the Project.

**Option 2:** If a Joint-Use Agreement or By-and-Between Agreement *does not exist*, please initial here: \_\_\_\_\_

If any future Joint-Use Agreement or By-and-Between Agreement is anticipated, please explain:



# SECTION TWO

## I. GENERAL PROJECT INFORMATION

### A. ODNR CONTACT

ODNR has been authorized as the state agency responsible for administration and coordination of Fund 7031 and 7035 Community Parks, Recreation, and Conservation Projects. Within ODNR, program responsibilities have been assigned to REALM. ODNR contacts for processing your Project are listed below. After reviewing this guide, please feel free to call or email if you have questions.

Teresa Goodridge  
Ohio Department of Natural Resources  
Office of Real Estate and Land Management  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693  
[teresa.goodridge@dnr.ohio.gov](mailto:teresa.goodridge@dnr.ohio.gov)  
Phone: 614-265-6396

### B. RESPONSIBILITY FOR PROJECT

Under the Grant Agreement, the Project Sponsor has 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 ODNR, and comply with the terms of the Grant 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 within fifteen (15) years after date of the final reimbursement payment (the “Compliance Period”) if ODNR determines that the Project Sponsor has failed to comply with the Grant Agreement. The Project Sponsor will be promptly notified in writing of such findings and given reasons for this action.

### C. 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 ODNR. Construction projects should be completed within 18 months of the Effective Date of the Grant Agreement. Non-construction projects (i.e., land acquisition) should be completed within 12 months of the Effective Date of the Grant Agreement.

## **D. SITE INSPECTIONS**

Site visits may be made at any time by ODNR to ensure that work is progressing in accordance with the Project as approved. After completion of the Project, unannounced inspections may be made to ensure that the Project is being used solely for public recreation and/or conservation.

## **E. CHANGES IN 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 the Project's scope beyond minor change must be submitted in writing to ODNR and must include a detailed explanation, plans/maps, cost estimates, etc. accurately describing the proposed change. Please call the ODNR contact listed in the Grant Agreement if you have questions.

## **F. ADVANCES OF FUNDS**

The Project Sponsor may request **one** initial advance of funds, not to exceed one-third of the appropriated amount for the Project. The advance must be expended within 45 days of receipt. To request an advance, send a completed ADVANCE OF FUNDS REQUEST (see page 25) to the ODNR contact listed in the Grant Agreement. Copies of paid invoices and proof of payment along with a Performance Report (see page 28) must be submitted to ODNR within 45 days of receipt of the advance.

## **G. RESPONSIBILITY DURING COMPLIANCE PERIOD**

Projects must be operated for public use and be maintained and operated in a manner consistent with original Project purpose during the Compliance Period. Restrictions during the Compliance Period vary according to source of funds, Fund 7035 or 7031, but do include the following:

- The property shall be used for the intended purpose; private uses are prohibited.
- The property shall be attractive and inviting to the public; structures and improvements shall be maintained.
- Staffing and servicing of facilities shall be adequate to assure public use and enjoyment of the area.
- Funded property shall not be converted in use or title during the Compliance Period without the written approval of the Director of Natural Resources.

- 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.

The Project Sponsor shall retain all Project records for the duration of the Compliance Period, plus 3 years.

## **II. GUIDELINES FOR PLANNING & CONSTRUCTING DEVELOPMENT PROJECTS**

The Project Sponsor must fully comply with all applicable federal, state & local laws when entering into contracts and performing all obligations for the Project. Please review Certificate of Compliance, page 34. Prior to the Project Closeout and final reimbursement, the Certificate of Compliance must be completed and signed by an authorized representative of the Project Sponsor. Such authorized representative should have first-hand or managerial responsibility throughout the Project.

### **A. PLANS & SPECIFICATIONS**

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 Project as described in HB 687. Once provided to ODNR, plans and specifications should not be substantially modified. Although minor modifications are allowable, substantial changes to the Project may not be eligible for reimbursement.

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/](http://www.access-board.gov/).

### **B. PERMITS**

All permits needed for the completion of the Project must be secured by the Project Sponsor. This may include one or more of the following permits, in addition to others.

U. S. Army Corps of Engineers, Section 404/Section 10 Permits (33 U.S.C. §1344)  
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 (33 U.S.C. §1341)

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 (R. C. §1506.11)

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.

Ohio Department of Natural Resources/Shore Structure Permit (R. C §1506.40)

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

## **C. BIDDING & CONTRACTS**

### **1. Contractor 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. 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 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 bid specifications. Please contact the Ohio Department of Commerce, Division of Industrial Compliance, Wage & Hour Section at [www.com.ohio.gov](http://www.com.ohio.gov).

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.

If items such as playgrounds, prefabricated shelters, etc. are to be purchased for the Project and are not competitively bid, provide one copy of plan drawings and any associated specifications to ODNR as soon as available.

## **2. Bonding & Insurance**

The Project Sponsor shall follow its own requirements relating to bid guarantees, performance 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 Grant 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 financial assistance may be terminated in whole or in part at any time before or within the Project Compliance Period if ODNR determines that the Project Sponsor has failed to comply with the Grant Agreement. The Project Sponsor will be promptly notified in writing of such findings and given reasons for this action.

## **3. Contract Provisions**

The Project Sponsor 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.
- Provisions by which the contractor agrees to both of the following:
  - That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry, including R.C. Chap. 4112, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates;
  - That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry, including R.C. Chap. 4112.

In the event the Project Sponsor fails or refuses to comply with these requirements, the Project Sponsor is subject to sanctions such as:

- Cancellation, termination, or suspension in whole or in part of the appropriation
  - Termination of any further assistance to the Project Sponsor until satisfactory assurance of future compliance has been received;
  - Referral of the case to the Ohio Attorney General for appropriate legal action.
- A provision to the effect that ODNR, 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.

Please see Appendices F and G for forms and clauses to be included in construction specifications.

#### **4. Change Orders**

The Project Sponsor shall issue written change orders for all necessary contract changes. Any change that alters the nature or purpose of the Project may not be eligible for reimbursement by ODNR. Change orders must be made part of the Project file and kept available for audit purposes.

#### **5. Acceptance of the Contract Work**

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

#### **6. Safety & Accident Prevention**

In the performance of the 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.

### **III. GUIDELINES FOR LAND ACQUISITION PROJECTS**

#### **A. PROPERTY APPROPRIATION**

All acquisitions must be completed in accordance with the provisions of Ohio Revised Code Chapter 163, which requires in part that:

- The acquiring agency must obtain an appraisal of the property to be acquired.
- The acquiring agency must provide a copy of the appraisal to the property owner.
- The acquiring agency must provide a notice to the property owner of the agency's intent to acquire the property along with a good faith offer for the purchase of the property.
- All displaced persons, whether property owner or tenant, must be provided with appropriate relocation assistance in accordance with Ohio Revised Code Chapter 163.

#### **B. SEQUENCE OF EVENTS**

The Project Sponsor should not proceed to acquire a property until written authorization to do so is received from ODNR. Acquisition of properties before the effective date of the capital budget bill will be deemed ineligible for reimbursement.

##### **1. Appraisal**

The Project Sponsor must obtain an appraisal of the property to be acquired. An appraisal compliant with the Uniform Standards of Professional Appraisal Practice must be submitted to ODNR 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 ODNR 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 amount offered the owner for the land to be acquired should not exceed the appraised value without further justification. ODNR should be included as an "intended user" of the appraisal and the "intended use" should include "for use in substantiating property value pursuant to a grant funding request or a proposed transaction" or similar language.

## **2. Purchase Agreement**

A purchase agreement outlining the offer price, along with contingencies, financing terms, closing costs, and possession date, must be submitted to ODNR no later than upon the time of the reimbursement request.

## **3. Affidavits of Notice Under R.C. §163.041 and Appraisal**

An affidavit stating that the Project Sponsor has provided the property owner with a notice of intent to purchase the property pursuant to R. C. §163.04(A). If the Project Sponsor pursues an appropriation of property pursuant to R. C. §163.05, the Project Sponsor shall submit an affidavit stating that it has provided the property owner with a copy of the appraisal.

## **4. Negotiations**

Negotiations must be initiated by sending a Notice of Intent to Acquire to the property owner, along with a good faith offer for the purchase of the property. If negotiations or the actual purchase occurs prior to ODNR approval, the Project Sponsor may not be eligible for reimbursement.

## **5. Appropriation**

Appropriation 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, not less than 30 days after the Project Sponsor provides the property owner with a good faith offer to purchase, institute appropriation proceedings.

## **6. Deed Limitation of Use**

Property acquired with state bond assistance shall be retained and used for public outdoor recreation during the Compliance Period. Under no circumstances during the Compliance Period can property so acquired (or developed) be converted from public outdoor recreation or conservation use without the approval of the Director of Natural Resources.

A Notice of Tax-Exempt Bond Funding must be recorded at the county recorder's office in the county where the Project property is located. A copy of the recorded Notice of Tax-Exempt Bond Funding must be provided to ODNR, along with the recorded deed, prior to ODNR reimbursement of funds.



## **7. Transfer Title & Record Deed**

### *i. Documentation of Price Paid and Title*

Provide satisfactory evidence of purchase price and title to ODNR. 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.

### *ii. Acquisition of Non-Fee Interests in Real Property*

Projects that include acquisition of easements, licenses 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.

# SECTION THREE

## **I. PROJECT FINANCIAL MANAGEMENT, ADVANCES & REIMBURSEMENTS**

### **A. Accounting for Funds Received**

The Project Sponsor shall implement accounting procedures to assure proper disbursement and accounting of Project expenditures. The accounting procedures must be based on generally accepted accounting standards and principles. Separate accounts should be established for each Project. Records to show that all expenditures charged against the Project were authorized by the Project Sponsor must be maintained for the duration of the Compliance Period plus 3 years (see pages 14-16).

### **B. Notice of Tax-Exempt Bond Funding**

The Project will be funded through the sale of tax-exempt bonds. Therefore, *prior to the advance or reimbursement of funds*, the Project Sponsor must submit a completed and recorded Notice of Tax-Exempt Bond Funding (see Appendix B). This document must be recorded in the county recorder's office in the county where the Project is located, and a copy must be submitted with the Project Sponsor's *first* request for funds. If the Project Sponsor does not own the property where the Project is located, the property owner of record must complete and record the Notice of Tax-Exempt Bond Funding. In cases where the Project Sponsor holds a long-term lease, or the Project occurs on public right of way, please contact ODNR staff (see page 2) for guidance.

Project Sponsors are responsible for determining if the requirements of this grant program, specifically as it relates to the recording of the Notice of Tax-Exempt Bond Funding against the deed of the property, conflicts with any other federal or state grants received for the Project or property.

### **C. Advance of Funds**

After the Grant Agreement has been executed, the Project Sponsor may request one partial advance of funds to begin the Project. This amount cannot exceed one-third of the contract amount. The advance must be expended within 45 days of receipt. To request an advance, send an Advance of Funds Request to ODNR (see page 25). Include a list of project vendors, amounts and purpose of payments. A follow-up performance report, invoice(s), and proof of payment(s) must be submitted to ODNR within 45 days of receipt of advance.

If you plan to request an advance of funds (up to 1/3 of contract amount) for the Project, please submit documentation showing that employees/agents of

the Project Sponsor who are responsible for maintaining or disbursing advanced funds through the Project will be fully bonded or insured against loss of funds. The bonding agent/insurer must be licensed to do business in Ohio. Coverage limit must be equal to or more than the advanced funds requested.

See next page for an example of an Advance of Funds Request.

**EXAMPLE: ADVANCE OF FUNDS REQUEST**



# City of Apple Tree

123 Main St., Ste. A, Apple Tree, Ohio 44444 | 123-456-7890

January 1, 2022

Teresa Goodridge  
Ohio Department of Natural Resources  
Office of Real Estate & Land Management  
2045 Morse Road, Building E-2  
Columbus, Ohio 43229

Re: **Request for Advance of Funds**  
Project Sponsor Name: City of Apple Tree  
Community Parks, Recreation, & Conservation Project FRAN-012C  
Name of Project: Apple Tree City Park & Playground  
Total Contract Amount: \$200,000.00

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

1. Picnic shelter installed by Green Construction, Inc.	\$10,000.00
2. New walkway installed by Ace Paving, Inc.	\$7,000.00
3. Site grading by Zippy Excavating, LLC	\$13,000.00
<b>TOTAL REQUESTED ADVANCE:</b>	<b>\$30,000.00</b>

As a duly authorized representative for the grantee, I hereby certify that the expenses represented are true and accurate. A performance report, invoices, and proof of payments will be submitted to the ODNR Office of Real Estate & Land Management within 45 days of receipt of this advance.

*Jane Doe*

\_\_\_\_\_  
Signature of Authorized Project Sponsor Official

Jane Doe, City Manager

\_\_\_\_\_  
Printed Name and Title

Jan. 1, 2022

\_\_\_\_\_  
Date

## II. REIMBURSEMENTS

Requests for reimbursement should be made within 18 months of the date of the original expenditure, or within 18 months of a clear “placed-in-service” date, provided it is no more than 3 years from the date of the original expenditure.

### A. Performance Reports

To obtain reimbursement, the Project Sponsor must submit a Performance Report (see page 28) to ODNR with supporting documentation; copies of invoice(s), and proofs of payment. A Performance Report must be submitted with each reimbursement request. Reimbursement of Project Sponsor expenditures will usually be made within 45 days of receipt of a complete and correct request for reimbursement.

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 in the Performance Report. Invoices and proofs of payment for each Project-related item are required. A signature certification is required at the bottom of the Performance Report. A maximum of 90% of the grant amount will be reimbursed prior to completion of the Project. The remaining balance of funds will be reimbursed after the approval of the final Performance Report.

First Performance Report: The First Performance Report for Advance or Reimbursement must include a completed and recorded Notice of Tax-Exempt Bond Funding (see Appendix B).

Final Performance Report: A Final Performance Report must be submitted when the Project is completed, prematurely terminated, or project assistance is terminated, and should include a final accounting of all expenditures and a description of all work accomplished. In addition, the Final Performance Report must include:

- Photo of the permanently installed Community Parks, Recreation, & Conservation Project sign (see Appendix C)
- “As-built” site plan of the Project showing existing elements and new elements
- Photo(s) of the completed Project
- Completed Certificate of Compliance
- Copies of final building inspections (if applicable)

## **B. Invoices & Proof of Payment**

Submitted invoices must clearly identify the vendor, item/service, date the item/service was purchased/provided, and purchase price. If the invoice 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 Project are included in the payment amount or invoice, the Project Sponsor is responsible for clearly defining the applicable amount(s).

Proof of Payment Option #1: ODNR prefers that proof of payment be documented with a copy of a bank statement with confidential information redacted, showing payment(s) to the vendor and the date payment was accepted or posted. If payments are made by check, the statement should include a check number, date, check amount, and the date payment was posted.

Proof of Payment Option #2: 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 #1 above or Option #3 below.

Proof of Payment Option #3: Copy of government organization's accounting report showing check number, date, and amount of payment and the date payment was accepted or posted to the account.

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

**EXAMPLE: PERFORMANCE REPORT (DEVELOPMENT PROJECTS)**



**City of Apple Tree**

123 Main St., Ste. A, Apple Tree, Ohio 44444 | 123-456-7890

**PERFORMANCE REPORT # 3**

Project Sponsor Name: City of Apple Tree

Community Parks, Recreation, & Conservation Project FRAN-012C

Name of Project: Apple Tree City Park & Playground

	<b>Report # 3 Total</b>	<b>Total <i>Prior</i> to Report # 3</b>
The following facilities have been completed:		
1 picnic shelter	\$ 0	\$ 10,000.00
15 picnic tables, 8 grills	\$ 2,500.00	\$ 2,500.00
1 fenced ballfield	\$ 18,000.00	\$ 0
The following facilities have been partially completed:		
Restroom (10% completed)	\$ 5,000.00	\$ 10,000.00
Walking path of 100 linear feet (10% completed)	\$ 5,000.00	\$ 5,000.00
The following facilities have not commenced at this time:		
Play equipment	\$ N/A	\$ N/A
TOTAL spent prior to Performance Report # 3:	\$ 27,500.00	
TOTAL reimbursements to date:	\$ 27,500.00	
TOTAL Performance Report # 3 expenses:	\$ 30,500.00	
TOTAL amount requested for reimbursement:	\$ 30,500.00	

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

*Jane Doe*

\_\_\_\_\_  
Signature of Authorized Project Sponsor Official

Jane Doe, City Manager

\_\_\_\_\_  
Printed Name and Title

Jan. 1, 2022

\_\_\_\_\_  
Date

### **III. REIMBURSEMENTS FOR LAND ACQUISITION**

Reimbursements of funds expended for land acquisition are based on the appraised value of the land. Reimbursements can never exceed the amount specified in the Grant Agreement. If the Project involves acquisition of residentially occupied structures, an operating farm, or business, or if the Project site has any non-recreational improvements on it, contact the ODNR Office of Real Estate and Land Management (see page 2); additional requirements may apply.

#### **A. Performance Report for Land Acquisition**

With the Performance Report, provide an acquisition map showing all acquired parcels. Report on the status of any pending acquisitions to be funded via Capital Improvement Community Parks, Recreation, and Conservation Project HB 687 funds.

For each parcel acquired, provide:

- Appraisal amount, amount paid, number of acres, and total associated relocation expenses (if applicable);
- Certification of title or title insurance;
- Executed HUD 1 Settlement Statement(s) or other proof of payment(s);
- Recorded Notice of Tax-Exempt Bond Funding;
- Option(s) to Purchase (if applicable);
- Recorded Deed(s);
- Purchase Agreement;
- Completed Certificate of Compliance (see Appendix A);
- Photo of permanently installed Community Parks, Recreation, and Conservation Project sign (see Appendix C); and
- Project Sponsor's Affidavit of Delivery of Notice under R.C. § 163.04
- Project Sponsor's Affidavit of Delivery of Appraisal (if applicable)



**EXAMPLE: PERFORMANCE REPORT (LAND ACQUISITION PROJECTS)**



# City of Apple Tree

123 Main St., Ste. A, Apple Tree, Ohio 44444 | 123-456-7890

## PERFORMANCE REPORT # 1

Project Sponsor Name: City of Apple Tree  
 Community Parks, Recreation, & Conservation Project FRAN-012C  
 Name of Project: Apple Tree City Park & Playground

Parcel	Appraised Value	Amount Paid	Acres
1	\$ 10,000.00	\$ 10,000.00	8
2	\$ 23,500.00	\$ 23,500.00	3
<b>TOTALS:</b>	<b>\$ 33,500.00</b>	<b>\$ 33,500.00</b>	<b>11</b>
Appraised Value of Land; Basis for Reimbursement:		\$ 33,500.00	
TOTAL SPENT:		\$ 33,500.00	
TOTAL REQUESTED FOR REIMBURSEMENT:		\$ 33,500.00	

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

*Jane Doe*

\_\_\_\_\_  
Signature of Authorized Project Sponsor Official

Jane Doe, City Manager

\_\_\_\_\_  
Printed Name and Title

Jan. 1, 2022

\_\_\_\_\_  
Date

# APPENDICES

<b>A. <u>Certification of Compliance</u></b> .....	A-2
• Blank Template	
• Completed Example	
<b>B. <u>Notice of Tax-Exempt Bond Funding</u></b> .....	A-5
• Ownership In Fee	
• Leasehold Interest	
<b>C. <u>Project Acknowledgement Sign</u></b> .....	A-10
<b>D. <u>State-Local Agreement (Example)</u></b> .....	A-12
<b>E. <u>Joint Use Agreement (Example)</u></b> .....	A-25
<b>F. <u>Covenant B of the January 27, 1972, Equal Employment Opportunity Executive Order of the Governor of Ohio</u></b> .....	A-31
<b>G. <u>Clean Air Act and Federal Water Pollution Control Act</u></b> .....	A-34
<b>H. <u>Potentially Applicable Federal Statutes &amp; Regulations</u></b> .....	A-36

*Note: Editable Microsoft Word versions of Appendices A, B, and E are available for download on ODNR's Capital Projects webpage at <https://ohiodnr.gov>.*

# APPENDIX A



**CERTIFICATION OF COMPLIANCE**

Community Parks, Recreation, & Conservation Project No.: -

I, \_\_\_\_\_, do hereby certify that I am  
Name of Project Sponsor's Officer

the \_\_\_\_\_ of the \_\_\_\_\_  
Official Title Name of Project Sponsor

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

I represent and warrant that the \_\_\_\_\_ has  
Name of Project Sponsor

fully complied with all applicable laws in entering into Community Parks, Recreation, & Conservation Project Number \_\_\_\_\_ and has fully performed  
Project No.

and complied with all obligations required thereby.

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

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



**EXAMPLE**

**CERTIFICATION OF COMPLIANCE**

Community Parks, Recreation, & Conservation Project No.: 

A	S	H	T	-	0	0	1	C
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I, Jane Doe, do hereby certify that I am  
Name of Project Sponsor's Officer

the City Manager of the City of Apple Tree  
Official Title Name of Project Sponsor

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

I represent and warrant that the City of Apple Tree has  
Name of Project Sponsor

fully complied with all applicable laws in entering into Community Parks, Recreation, & Conservation Project Number ASHT-001C and has fully performed  
Project No.

and complied with all obligations required thereby.

IN WITNESS WHEREOF, I have made and executed this Certification of Compliance this 6th day of May, 2022.

By: Jane Doe

# APPENDIX B

**NOTICE OF TAX-EXEMPT BOND FUNDING**  
**Ownership In Fee**

[Name of Property Owner] (the “Owner”) is the owner of a parcel of land located in [Name of Township/Village/City and County where Property is located], 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 [Name of County] County Recorder.

Owner has received appropriations from fund 7031 or 7035 from the 134th General Assembly in House Bills 597 and 687. The Ohio Department of Natural Resources (“ODNR”) administers these funds for recreational development or conservation purposes. The Capital Improvement Community Recreation and Conservation Project Pass-Through Grant Agreement (the “Agreement”) number is [Project No.]. A copy of the Agreement is kept at the Owner’s office located at [Street Address, City, State ZIP].

Owner hereby agrees to be bound by the terms of the Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A be operated and maintained solely for public park and recreation or natural resource conservation purposes throughout the term of the capital facilities lease-appropriation bonds that have been issued by the Ohio Treasurer of State. During such time, the Property cannot be converted in use or title without the written approval of the Director of Natural Resources and the Ohio Public Facilities Commission. Furthermore, the Agreement grants ODNR the right to use and occupy the Property upon default of the Agreement by Owner.

This Notice shall be recorded by the Owner in the Office of the [Name of County] County Recorder and shall be deemed incorporated by reference in any future deed of





**NOTICE OF TAX-EXEMPT BOND FUNDING  
Leasehold Interest**

[Name of Property Lease Holder] (the “Lease Holder”) is the lease holder of a parcel of land located in [Name of Township/Village/City and County where Property is located], Ohio, more particularly described in Exhibit A attached hereto and made part hereof (the “Property”). The Lease Holder acquired a leasehold interest in the Property by a lease recorded in the official records of the Office of the [Name of County] County Recorder at Vol. \_\_\_\_\_, Page \_\_\_\_\_.

Lease Holder has received appropriations from fund 7031 or 7035 from the 134th General Assembly in House Bills 597 and 687. The Ohio Department of Natural Resources (“ODNR”) administers these funds for recreational development or conservation purposes. The Capital Improvement Community Recreation and Conservation Project Pass-Through Grant Agreement (the “Agreement”) number is [Project No.]. A copy of the Agreement is kept at the Lease Holder’s office located at [Street Address, City, State ZIP].

Lease Holder hereby agrees to be bound by the terms of the Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A be operated and maintained solely for public park and recreation or natural resource conservation purposes throughout the term of the capital facilities lease-appropriation bonds that have been issued by the Ohio Treasurer of State. During such time, the Property cannot be converted in use or title without the written approval of the Director of Natural Resources and the Ohio Public Facilities Commission. Furthermore, the Agreement grants ODNR the right to use and occupy the Property upon default of the Agreement by Lease Holder.

This Notice shall be recorded by the Lease Holder in the Office of the [Name of County] County Recorder and shall be deemed incorporated by reference in any future deed of conveyance of or to the Property, or any part thereof, until [Month Day, Year], upon which date this notice expires.

In testimony whereof [Name of Authorized Official] has caused this Notice to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

State of Ohio :  
:  
County of \_\_\_\_\_ :

Before me, a notary public in and for the above-named county and state, personally appeared [Name of Authorized Official], [Title of Official of Authorized Official], of [Name of Office of Authorized Official], who represented that they are a duly authorized official of [Name of Lease Holder] and acknowledged that they did sign the foregoing instrument and that the same is their free and voluntary act and deed and the voluntary act and deed of [Name of Lease Holder].

In testimony whereof, I set my hand and official seal at \_\_\_\_\_, Ohio, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

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

This instrument was prepared by \_\_\_\_\_.

# APPENDIX C

## **PROJECT ACKNOWLEDGEMENT SIGN**

Public acknowledgment of State funding assistance at project sites is required, showcasing the state-local partnership in creating and improving high quality recreation areas.

Your sign will be sent to you with your executed state-local contract.

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



# APPENDIX D

**Capital Improvement Community Park, Recreation/Conservation Project  
Pass-Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as “State” or “ODNR”), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code (“R.C.”) and House Bill No. 687, 134th General Assembly of the State of Ohio and the **xxxxx**, an Ohio **political subdivision or nonprofit** (hereinafter referred to as “Grantee”) acting by and through its authorized representative.

**Notices:** All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

<b>ODNR Contact:</b>  Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	<b>Grantee Contact:</b>  Name Title Office Street Address City, State Zip Phone # Email
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

**WHEREAS**, pursuant to House Bill No. 687, the 134th General Assembly of the State of Ohio has appropriated funds in the amount of **xxx** Dollars (\$**xxxxx**.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as '**xxxxxx**', (hereinafter referred to as the “Project”). Furthermore, \$**xxx** of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **xxxxxxxxxxx**; and

**WHEREAS**, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

**WHEREAS**, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the “Bonds”) have been or will be issued by the Ohio Treasurer of State (the

“Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

**NOW THEREFORE**, for the purposes of providing the funds to Grantee pursuant to House Bill No. 687 of the 134th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee **xxxxxxx** Dollars (\$**xxxx**.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. **xxxx** Dollars (\$**xxx**.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed **xxxxx** Thousand Dollars (\$**xxx**.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_ and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for ‘**xxxxx**’, a project to **xxxxx**, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2024.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is the fee simple owner, or has a lease, exclusive easement, or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other matters identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents 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.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission (“OPFC”).
7. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

8. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee’s obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the



Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

9. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission  
30 East Broad Street, 34th Floor  
Columbus, Ohio 43215  
Attn: Assistant Secretary

10. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property or other capital facility to be improved, renovated, constructed, or acquired and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 687, 134th General Assembly.

11. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

12. **Insurance.**

- a. **Adequate Insurance.** Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure ODNR, OPFC, the Treasurer, and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

- b. **Self-Insurance.** Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
13. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.
14. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
15. **Reports and Records.** Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
16. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
17. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
18. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.

19. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
20. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.
21. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
22. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
23. **ODNR Right to Terminate.**
- a. **Breach; Notice.** ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.
  - b. **Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
24. **Legal, Federal Tax, and Other Compliance.**
- a. **Reports of Expenditures.** Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified

in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.

- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

## 25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.
- b. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
- c. Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

- d. No Agency. Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery**. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant**. Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions**. Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification**. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation**. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.
31. **Time Is of The Essence**. Time is of the essence in this Agreement.
32. **Miscellaneous**.
- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**IN TESTIMONY WHEREOF**, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

NAME OF GRANTEE

OFFICE OF REAL ESTATE & LAND MANAGEMENT

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: \_\_\_\_\_

I, \_\_\_\_\_, acting as attorney for the  
Name and Title of Attorney  
\_\_\_\_\_  
Name of Grantee ("Grantee"), and for the reliance of the

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project, Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof,  has  has not\* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_\_).

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

**Attorney for Grantee:**

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Printed Name

\_\_\_\_\_  
Attorney Registration No.

\_\_\_\_\_  
Date Signed

Attorney Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT C TITLE ENCUMBRANCES

**Encumbrances DO NOT Exist:**

I hereby certify, as an authorized representative of **Name of Grantee** (“Grantee”), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Encumbrances DO Exist:**

I hereby certify, as an authorized representative of **Name of Grantee** (“Grantee”), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

*Example: Easement by and between [Name of Grantee] and \_\_\_\_\_ dated \_\_\_\_\_ and recorded at Official Record # \_\_\_\_\_ (Vol. # \_\_\_\_\_ of Page # \_\_\_\_\_) of [Name of County] County, Ohio.*

1	
2	
3	
4	
5	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# APPENDIX E

**Note:** This template serves only to provide for the requirements of HB 597 and HB 687, requiring a demonstration of the use and benefit of the Project for the general public, 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. **Reminder:** Be sure to include the "Attachment A" referenced within this template.

## JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into by and between [Name of Government Agency], whose address is [Street Address, City, State ZIP] ("Government Agency"), and the [Name of Nonprofit Organization], an Ohio [type of registered entity], whose address is [Street Address, City, State ZIP] ("Nonprofit").

WHEREAS, through [HB 597 or HB 687], Nonprofit received an appropriation in the amount of \$ ###,###,###.## (the "Appropriated Funds"); and

WHEREAS, Nonprofit will use these Appropriated Funds for [description of the project] (the "Project"); and

WHEREAS, the Appropriated Funds will be used to make improvements and construct facilities on real property owned by Nonprofit (the "Property"); and

WHEREAS, the parties to this Agreement will each have obligations and duties in regard to the Project; and

WHEREAS, to establish the right of Nonprofit to make public use of the Property, Section 509.11 of [HB 597 or HB 687] requires Nonprofit to enter into a Joint Use Agreement with Government Agency that contains the requirements in [HB 597 or HB 687] Section 509.11 (B)(1)-(3); and

WHEREAS, [Nonprofit or Government Agency] has demonstrated that the value of the use of the Property is reasonably related to the amount of the Appropriated Funds through the worksheet included in this Agreement as Attachment A.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, the parties hereby agree as follows:

Property Owned or Leased by Nonprofit: The Property consists of [description of Property], located at [location of property], Ohio. Nonprofit [owns or leases] the Property.

Use of Property by Government Agency: The Property will be used to erect [description of public use].

1. The State of Ohio shall be reimbursed should the Government Agency's right to use the Property be terminated by Nonprofit prior to the expiration of the term of this Agreement, calculated by dividing the Appropriated Funds by 15 and multiplying that sum by 15 less the number of full years the acquired or improved property has been used by the Government Agency.
2. **Use of funds.** The Appropriated Funds shall be used as described in [HB 597 or HB 687] and shall be used only for capital improvements and not operating costs. Any Appropriated Funds that are not spent shall be returned in full to the State of Ohio.
3. **Insurance for Nonprofit's Property.** Nonprofit agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of any use of the Property contemplated herein. Nonprofit shall also procure, and continue in force, casualty insurance, insuring against all risks of loss or damage to the Property and the improvements made thereto under the Project.
4. **Indemnification.** Nonprofit shall indemnify and hold Government Agency harmless from all liability for construction, operation and maintenance costs of the Project.
5. **Compliance with Federal, State and Local Laws.** Nonprofit shall comply with all applicable federal, state and local laws as well as state administrative regulations relating to the capital improvement process, including construction, bidding and ethics laws and regulations.
6. **Competitive Bidding.** Nonprofit will follow competitive bidding procedures to include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.
7. **Term.** The term of this Agreement shall be coextensive with the grant agreement between the Ohio Department of Natural Resources ("ODNR") and Nonprofit relating to the Appropriated Funds and Project.
8. **Amendments.** Any amendments to this Joint Use Agreement require must be approved by ODNR before any amendment takes effect.

GOVERNMENT AGENCY

NONPROFIT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**ATTACHMENT A**

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 No.	Use(s) of the Facility:	Annual Value of Use:	# of Years

**SECTION III: VALUE ANALYSIS EXPLANATION**

Explain how each use listed in Section II above was valued for this analysis.

<b>Use No.</b>	<b>Value Analysis Explanation</b>

# APPENDIX F



**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 GOVERNOR'S 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 G

## 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 H

## POTENTIALLY APPLICABLE FEDERAL STATUTES & REGULATIONS

### **Nondiscrimination**

Recipients of federal funding assistance must comply with all applicable federal laws and implementing regulations prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military and veteran status, including the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq., 43 C.F.R. Part 17), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e et seq.), federal Executive Order 11246 1965), Section 504 of the Rehabilitation act of 1973, as amended, (29 U.S.C. §794 and 43 C.F.R. Part 17 Subpart B), and The Age Discrimination Act of 1975 (42 U.S.C. §§6101 et seq. and 43 C.F.R. Part 17, Subpart C); The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. §4212); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq. and 34 C.F.R. Part 106); Title II of the Genetic Information Nondiscrimination Act of 2008 (42 U.S.C. Chap. 21F) as well as any other applicable laws, executive orders, and regulations prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry.

### **Civil Rights Act of 1968**

Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, prohibits recipients of federal funding assistance from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-Le., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

### **Americans with Disabilities Act of 1990**

The requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order

11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **National Environmental Policy Act**

The requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, require recipients of federal funding assistance to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Uniform Relocation Assistance**

Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and Ohio Revised Code Chap. 163 applies to all federally assisted real property acquisitions.

### **Davis-Bacon Act**

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **Copeland “Anti-Kickback” Act**

The Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Appendix II to Part 200, Title 2 (up to date as of 8/01/2022) Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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 or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.

### **Contract Work Hours and Safety Standards Act**

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Endangered Species Act**

The federal Endangered Species Act (7 U.S.C. § 136, 16 U.S.C. § 1531 et seq.) prohibits federal agencies from authorizing, funding or carrying out any action likely to threaten or harm the existence of an endangered / threatened species (or harm their habitat).

### **OMB Guidance**

The applicable OMB guidance in subparts A through F of 2 C.F.R. Part 200 apply to recipients of federal funding assistance. A recipient of federal funding assistance must also follow the regulations found in 2 C.F.R. §200.330 through 2 C.F.R. §200.332. Electronic copies of the C.F.R. can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov)



## **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

## **Trafficking Victims Protection Act of 2000 (TVPA)**

The requirements of the government-wide financial assistance award term implement Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15.

## **Drug-Free Workplace Regulations**

Drug-free workplace requirements are in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

## **Debarment and Suspension**

The non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Energy Policy and Conservation Act**

The Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

### **Limited English Proficiency**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibits discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to <http://www.lep.gov>.

### **Universal Identifier and System of Award Management**

Recipients of federal funding assistance are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

### **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions: or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

### **Article XXVII - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **False Claims Act and Program Fraud Civil Remedies**

The requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733 prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

## **Copyright**

The applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) is required for any work first produced under federal financial assistance awards.

## **Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A.

## **Whistleblower Protection Act**

The statutory requirements for whistleblower protections (if applicable) are at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

## **Patents and Intellectual Property Rights**

Recipients of federal funding assistance are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

## **Environmental Planning and Historic Preservation (EHP) Review**

The recipient of federal funding assistance is required to consider the potential impacts to natural and cultural resources, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the Ohio History Connection.

## **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the recipient of federal funding assistance must request instructions from federal awarding agency to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

## **Prohibition on certain telecommunications and video surveillance services or equipment**

Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information.