

**Subject:** GEAU-028 Grant Agreement for Signature  
**From:** "Timothy.Robinson@dnr.state.oh.us" <Timothy.Robinson@dnr.state.oh.us>  
**Date:** 12/8/2017 8:56 AM  
**To:** "cwalder@russelltownship.us" <cwalder@russelltownship.us>

Charles,

Please find attached the State-Local NatureWorks Project Agreement for your awarded NatureWorks project. Please print out two copies of the document, as well as Exhibit A, have both copies signed, and return both signed paper copies- as well as Exhibit A to:

Liz Roberto  
Office of Real Estate  
Ohio Department of Natural Resources  
2045 Morse Road E2  
Columbus, Ohio 43229-6693

Liz will obtain the necessary ODNR signature and mail back one executed copy of the contract for your records. To protect eligibility for reimbursement through NatureWorks, do not begin any portion of the project until you receive your copy of the executed project agreement.

I have also attached 'Steps to Complete your NatureWorks Grant Project'. If you have any questions or concerns, please let me know.

**Tim Robinson**  
Grants Coordinator  
Office of Real Estate  
Ohio Department of Natural Resources  
2045 Morse Road E2  
Columbus, Ohio 43229-6693  
[timothy.robinson@dnr.state.oh.us](mailto:timothy.robinson@dnr.state.oh.us)  
phone: 614-265-6528 fax: 614-267-4764

— Attachments: —

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Steps to Complete NW-F 2015.pdf	152 KB
GEAU-028 Exhibit A.pdf	130 KB
GEAU-028.pdf	316 KB

# Steps to Complete your Nature Works Grant Project

1. Sign the state-local project agreement and mail it back to the Ohio Department of Natural Resources (ODNR), Office of Real Estate for ODNR signatures. When you receive your copy of the **fully signed (executed)** state-local project agreement by mail, you may begin your project, including preparation of plans and specs, if they are an approved component of your project.
2. All plans and specifications must be reviewed and approved by ODNR – Office of Real Estate before advertising for bids or contractually obligating yourself for construction. For the protection of the health, safety and welfare of the public construction plans should be stamped and signed by a registered professional engineer, architect or landscape architect as appropriate to the project. (Contact Mary Fitch if you think this may not apply to your project.) You will be notified when your plans are approved, and may then proceed to advertise for bids, if applicable. If you plan to purchase materials through US Communities, <http://www.uscommunities.org>, please so notify the Office of Real Estate @ [mary.fitch@dnr.state.oh.us](mailto:mary.fitch@dnr.state.oh.us)
3. Prior to grant assisted land acquisition, you must submit completed appraisal(s) to ODNR for approval. All properties valued at \$25,000 or more must be appraised using a narrative summary or self-contained appraisal conforming to USPAP guidelines, and must be prepared by a Certified General Appraiser. Contact the Office of Real Estate for a list of approved appraisers. See the Nature Works Procedural Guide (NWPG) for additional information. <http://ohiodnr.gov/realestate>
4. If you would like to make significant changes to the scope or design of your project, or if you will be unable to complete your project by the end date of your project agreement (underlined and bolded on the state-local project agreement) please contact the Office of Real Estate. An extension may be granted, but a one-time six point penalty per six month extension will assessed against your next grant application.
5. Submit all partial and final reimbursement requests to the ODNR Office of Real Estate. See the NWPG <http://ohiodnr.gov/portals/realestate/pdfs/grants/natureworks/natureworks-procedural-guide.pdf> for the necessary forms. If documentation is complete and accurate, reimbursements will usually be made within 45 days.

√	<b>Checklist of Documents Required for Reimbursement</b>
✓	Itemized list of purchases, expenses, etc. certified with the signature of the appropriate official. Stipulate if reimbursement request is partial or final, and if it is your 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> etc request. This information, known as performance report, should be submitted on your letterhead. (NWPG -Appendix E)
✓	Copies of all invoices, cancelled checks and/or EFT documentation.
✓	Signed Certificate of Authority form assuring compliance with all local laws regulating and governing the procurement of goods and/or services by competitive bidding. (NWPG - Appendix C)
✓	If applicable, bid tabulations for competitively bid projects, low bid proposal and copy of signed contract with contractor(s).
✓	Completed Real Estate Acquisition forms within Nature Works procedural guide, if applicable.
✓	With your <b>final</b> reimbursement request: Notarized and Recorded Notice of Grant Agreement. (NWPG – Appendix D)
✓	With your <b>final</b> reimbursement request: An ‘As Built’ map showing grant assisted facility(s) - please highlight - and all major park elements & adjacent streets. This map can be hand drawn.
✓	With your <b>final</b> reimbursement request: Project photos and photo of installed NatureWorks sign. Signs may be ordered from ODNR or artwork will be provided upon request.
<b>Additional information may be required. See Nature Works Procedural Guide for all forms.</b> <a href="http://realestate.ohiodnr.gov/outdoor-recreation-facility-grants">http://realestate.ohiodnr.gov/outdoor-recreation-facility-grants</a>	

**Questions?** Please contact: Mary Fitch  
Office of Real Estate, ODNR  
2045 Morse Rd. E2  
Columbus, Ohio 43229-6693  
(614) 265-6477 Fax: (614) 267-4764  
[mary.fitch@dnr.state.oh.us](mailto:mary.fitch@dnr.state.oh.us)

4/16/15

These steps are *only an overview* of the grant process. For additional detail, please refer to the Procedural Guide <http://ohiodnr.gov/portals/realestate/pdfs/grants/natureworks/natureworks-procedural-guide.pdf>



**PARCEL INFORMATION**

**Parcel #:** 26-707055      **Routing #:** 26-09-07-00-181-02

**Tax District:** RUSSELL TWP-W GEAGA LSD

**Location Address:** CHILICOTHE RD

**Owner:** RUSSELL TOWNSHIP BOARD OF TRUSTEES

**Owner Address:** P O BOX 522

NOVELTY OH 44072

**Mailing Name:** RUSSELL TOWNSHIP  
BOARD OF TRUSTEES

**Mailing Address:** PO BOX 522  
NOVELTY OH 44072

**Deed Volume/Page:** 1988 / 2700

**Subst/Lot/Sec/Tt:** LOT 5 MIDDLE SURVEY TR 2

**Acresage:** 2.35      **Property Class:** 630

**Total Living Area:** 0      **Grade:**

**Year Built/Remodeled:** /      **Sale Value:** \$0

**Valuation for Tax Year 2015**

	Market	Taxable
<b>Land:</b>	\$69,600	\$24,360
<b>Improvement:</b>	\$0	\$0
<b>Total:</b>	\$69,600	\$24,360
<b>CAUV:</b>	\$0	\$0

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**A**

Geauga County GIS  
 Frank J. Gilha, Geauga County Auditor  
 Joe Cattell, Geauga County Engineer PE, PS



Geauga REALink

**NATUREWORKS LOCAL GRANT PROGRAM  
STATE/LOCAL PROJECT AGREEMENT**

The State of Ohio, represented by the Ohio Department of Natural Resources (hereinafter "State of Ohio" or "ODNR"), and the Russell Twp. Board of Trustees (hereinafter referred to as "the Local Agency," "grantee," or "recipient") agree under this Natureworks Local Grant Program State/Local Project Agreement (hereinafter "Project Agreement") to provide an outdoor recreation improvement project as follows:

Russell Twp. Veterans Memorial Garden

GEAU-028

- A. The Local Agency agrees to: Install new walking path and stairs.

The Local Agency signatory to this Project Agreement agrees to complete this project on or before **December 31, 2019.**

The State of Ohio may, at any time after execution of this Project Agreement, upon 30 days written notification, terminate any portion or all of the work or services. In the event of such termination, the Local Agency shall be paid a pro rata amount for services rendered up to the time of termination.

The project period shall begin with the date of approval of the Project Agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

This Project Agreement shall be valid and enforceable only if in the event this Project Agreement extends in time beyond the current biennium, funds are appropriated and the Director of the Office of Budget and Management certifies, pursuant to Ohio Revised Code Section 126.07, that there is a balance in the appropriation not previously obligated to pay existing obligations.

The Local Agency agrees to (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal; and shall secure compliance with all applicable federal, state and local laws and regulations; (2) promptly submit to the State of Ohio, such reports and documents as ODNR may request; (3) report any and all income gained on the property or facilities during the project period; 4) establish a separate special account for the funds for the acquisition and/or development of the property. The State reserves the right to audit this special account, either during or after completion of the Project; and 5) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund assistance.

- B. The Recipient Public Agency hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the property identified in Exhibit A, 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 and recreation facility. The Recipient Public Agency represents that it is the [Insert either fee simple owner] or [owner of a lease hold interest] of the property on which the Project is or will be located, as described in said Exhibit A, and that the only restrictions of record with respect to the property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any Governmental Authorities having jurisdiction over the property and (c) all matters of record pertaining to the property, including dedicated public rights-of-way and any items identified on said Exhibit A.
- C. The State of Ohio hereby agrees to (1) obligate the Local Agency funding assistance not to exceed **\$11,669** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill 790, Ohio Revised Code, Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Local Agency in performing this agreement, reimburse the Local Agency funds equal to no more than seventy-five percent of such eligible costs.

- D. Obligations of the State of Ohio are subject to the provisions of the Ohio Revised Code Section 126.07 which provides that the Director of Budget and Management must certify that there is a balance in the appropriation which may satisfy the contractual obligation.
- E. The State of Ohio and the Local Agency mutually agree to perform this Project Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter "Procedural Guide and Application"). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Project Agreement. In the event of termination, all unused funds shall be retained by the State.
- F. The Local Agency affirmatively represents and warrants to the State that neither it nor any of its contractors are 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. The Local Agency agrees that if this representation and warranty is deemed to be false, this Project Agreement shall be void ab initio as between the parties to the Project Agreement, and any funds paid by State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.
- G. Ethics. The Local Agency by signature on this document certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Local Agency 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 of Ohio.
- H. The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.
- I. The parties agree that the Local Agency shall be solely responsible for any and all claims, demands, or causes of action arising from the Local Agency's obligations under this agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Project Agreement. It is specifically understood and agreed that the State of Ohio will not indemnify the Local Agency. Nothing in this Project 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. In no event shall the State of Ohio be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
- J. The Recipient Public Agency agrees to operate, maintain and keep for public outdoor recreation purposes the property or facilities acquired or developed pursuant to this Project Agreement, as identified in Exhibit A, the "Boundary Map," attached hereto and a part hereof. The property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the Term of the Bond, the property identified on said Exhibit A shall not be converted to other use other than public outdoor recreation use or shall not be transferred through deed or easement without the approval of ODNR. Should the Recipient Public Agency convert funded property identified on said Exhibit A without the approval of ODNR, the Recipient Public Agency may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR.
- K. The property will be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
- L. Any new facility constructed on an area purchased or developed with NatureWorks funds shall, whenever possible, be designed to accommodate people with disabilities. The facility will be made available to all persons regardless of race, color, religion, sex, national origin, military status, disability, age or familial status. Any modifications to existing structures will also include handicap accessible design considerations. It is understood that this requirement is applicable to any construction occurring on a NatureWorks assisted area, regardless of the funding source for the improvement.



- M. The Local Agency agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The Local Agency shall make a good faith effort to ensure that all Local Agency employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- N. The Local Agency affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- O. User fees charged for facilities acquired or developed with NatureWorks funds shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the project site shall be returned to the public in the form of expanded facilities or services at the funded site.
- P. All new or replacement utility lines on land purchased or developed with NatureWorks assistance shall be placed underground.
- Q. Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., shall be met at all times. No person shall be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, military status, disability, age or familial status.
- R. The Local Agency will cause work on the project to be commenced within a reasonable time after the execution of this Project Agreement and assure that the project will be prosecuted to completion with reasonable diligence.
- S. The Local Agency shall require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Part 17). The Local Agency will be responsible to ensure compliance with these specifications by the contractor.
- T. The Local Agency will shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and O.R.C. Section 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for property to be developed with assistance under the project agreement.
- U. The Grantee certifies that it is an Ohio county, municipality or other political subdivision for the purposes of the application of Rev. Code Chapter 145. The State will not make contributions to the public employees' retirement system on behalf of any of the individuals employed by the Grantee, or its sub-contractors or other agents.
- V. Grantee affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. Grantee further affirms that if at any time during the term of this Project Agreement, Grantee is the subject of any reportable event as outlined in Section 872 of Public Law 110-417 (41 U.S.C. 2313) or for any reason becomes disqualified from conducting business in the State of Ohio, or becomes debarred from doing business with the State of Ohio, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Work. Failure to provide such notice in a timely fashion as required by the Federal funding authority shall void this Project Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state contracting opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.
- W. The Local Agency shall follow all applicable laws in determining whether the project must be competitively bid. And, if competitive bidding for the project is not required by law, to the extent reasonable possible as determined by the Local Agency, the Local Agency 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. Plans must reflect the intent of the project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified.

ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.

- X. The Local Agency shall be responsible for following, and compliance with, all applicable laws in determining if the project is a public project on which prevailing wages must be paid, and, if prevailing wages must be paid, the local agency shall be responsible for contractor/subcontractor compliance.
- Y. Except for situations described below, bonding and insurance requirements, including fidelity bonds, over and above those normally required by ODNR or the Local Agency, shall not be imposed.

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

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed by their duly authorized representatives.

**STATE OF OHIO, DEPARTMENT OF  
NATURAL RESOURCES:**

**Local Agency**  
Russell Twp. Board of Trustees

\_\_\_\_\_  
Paul R. Baldrige, Chief  
Office of Real Estate  
As Designee For:  
James Zehringer, Director

By

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date