

**Portage Park District  
Board of Commissioners Regular Meeting  
May 23, 2022 6:00 pm**

**PPD Operations Center  
8505 Nicodemus Road  
Shalersville, OH 44266**



**Agenda**

1. Roll Call
2. Public Comment: *Note: members of the public wishing to speak are asked to sign in. Comments will be limited to two minutes per person.*
3. Approve minutes of the April 25, 2022 Regular Meeting
4. Presentation and approval of Financial Statement: April, MTD and YTD Budget Report and Cash Balance Reports
5. Executive Director Update
6. Other Information/Briefing Items/Policy Updates:
  - a. Camp Spelman Draft Bid Package and conservation easement
  - b. Estimated 2023 Tax Budget Draft Presentation
7. Old Business and approval of action items: Approval of March, MTD and YTD Budget Report and Cash Balance Reports
8. Executive Session: To discuss the sale or purchase of real estate and the hiring and compensation of personnel
9. New Business and approval of action items:
  - a. RESOLUTION: Approve April 2022 Expenditures
  - b. RESOLUTION: 2022 Budget Appropriations Amendment III
  - c. RESOLUTION: Declare Camp Spelman surplus property; request bids for sale
10. Adjourn

*The mission of the Portage Park District is to conserve Portage County's natural heritage and provide opportunities for its appreciation and enjoyment*

# BOARD MEETING SIGN IN SHEET MAY 23, 2022

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LEONARD J. DOSTAL	7485 SYLVAN DR	330-673-7631	ljdp@aol.com	YES
JENNIFER WILSON	7600 BARBER DR.	Kent	812-483-8056	Yes

**Portage Park District  
Board of Commissioners Regular Meeting  
April 25, 2022 6:00 pm**

**PPD Operations Center  
8505 Nicodemus Road  
Shalersville, OH 44266**



**Minutes**

**President of the Board Commissioner Chuck Engelhart called the meeting to order at 6:02 pm**

1. Roll Call: Commissioners present: Commissioner Engelhart, Commissioner Ruehr, Commissioner Hrdy, Commissioner Orashan, Commissioner McKinney. Staff present: Christine Craycroft, Executive Director; Craig Alderman, Operations Manager; Andrea Metzler, Public Engagement Manager, Kevin Nietert, Chief Ranger
2. Public Comment: Arden and Martha Sommers, neighbors to Camp Spelman and owners of the lake's primary and emergency spillways, addressed the Board to understand the Board's intentions with Camp Spelman. They also expressed their desire for further conversations and problem solving related to their current and potential personal expenditures of time and money related to the dam. During an hour-long dialog, staff and Board addressed their questions and concerns and relayed that the Park District will be sending letters to Franklin Township, the Lake Spelman neighbors and the downstream community soon regarding the ODNR-regulated Class I dam issues.

In addition, staff and board shared the Board's desires to relieve the Park District of the cost and liability of maintaining the earthen dam. Because lake neighbors and others have expressed interest in the lake remaining, the District is willing to divest itself of the property through public bid to allow another public or private entity, or the neighbors themselves, the opportunity to buy and maintain the lake. An added conservation easement would provide additional restrictions and conservation protections. If no other parties are interested in acquiring and assuming the lake maintenance, the Park District will seek options for dam removal and wetland restoration. The Sommers were given a copy of the Board resolution relating to Camp Spelman passed at the March 25<sup>th</sup> meeting and were given the opportunity to discuss the resolution.

3. Approve minutes of the March 28, 2022 Regular Meeting: Upon a motion by Hrdy and second by Orashan, the minutes of March 28, 2022 were approved with the vote as follows: Commissioner Engelhart: yes; Commissioner Hrdy: Yes; Commissioner McKinney: Abstain; Commissioner Orashan: Yes; Commissioner Ruehr: Yes. **Journal Entry # 2022-4-25-11**
4. Presentation and approval of Financial Statement: March, MTD and YTD Budget Report and Cash Balance Reports, with note to corrections of details for January and February Financial Reports. Commissioner McKinney questioned whether the prior year cash carryover should be included in the YTD column and budget percentage column-- currently it is added only at the

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grand total. Staff agreed it could be added and will provide a revised version at the next meeting. Upon a motion by McKinney and second by Orashan, the Board unanimously agreed to table the financial report until the next meeting. **Journal Entry #2022-4-25-12**

5. Executive Director Update: see attached

6. Other Information/Briefing Items/Policy Updates: Craycroft presented a list of potential capital improvement projects for 2022-2023 and requested the Board consider its priorities and provide direction on the scope of each project in context with overall park district development plans and budget. Ongoing trail maintenance improvements are included under the Operations budget. Final decisions will be based on engineer's estimates and bid results. The Board agreed on the following:

- Provide more opportunities for people to use the parks that are open now.
  - Provide accessible structures and facilities.
  - Maintain or transform the structures we have for safety and to prevent further deterioration.
  - Identify phases for improvements that provide near-term useability with lower budget.
  - Consider long term maintenance and operations costs.
  - Set aside funds for future priority capital improvements: Headwaters Trail Phase VIII
  - Continue to pursue strategic acquisitions for trails and parking
  - Continue to develop master site plans with cost estimates for unopened properties and provide the public with opportunities to learn about and provide input to park planning.
- a. Dix Park, Ravenna Township: construct a small picnic shelter near the trailhead to complement the forthcoming nature play area and Storybook Trail.
  - b. Towner's Woods, Franklin Township:
    - i. Former residence near the entrance: Complete architectural plans and engineering, and complete Phase I—Remove house and convert poolhouse into a reservable enclosed shelter site with open air patio and restrooms; ~20-25-car parking lot and accessible walkways.
    - ii. Brady Interlocking Railroad Switch Tower: Complete required structural repairs, new stairway and roof.
    - iii. PORTAGE Hike and Bike Trail and parking lot realignment: Work off Ravenna Road bridge alignment plans to remove parking spaces on the south side of the lot, delineate the PORTAGE Trail through the parking lot, repurpose the former parking spaces into outdoor gathering areas with bike rack and fix-it station.
    - iv. Pursue opportunities for overflow parking.
  - c. Trail Lake, Streetsboro: Construct accessible trail and picnic area near service drive overlooking lake. Install siphon drain.
  - d. Headwaters Trail, Mantua Township: Acquire remaining necessary right-of-way and easement for Phase VIII, 2.7 miles between Mennonite and Chamberlain Roads. Update engineering study and cost estimate; plan for grant applications; set aside capital funds to use as match for grants.
  - e. Park Master Plans: Park staff will cut rough trails and provide opportunities for the public to visit unopened properties through guided "Preserve Peak" hikes. Additional

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site planning and cost estimating will be prioritized for developing the following properties:

- i. Kent Bog Expansion (final name to be determined), Brimfield Township
- ii. Eagle Creek Greenway (final name TBD), Hiram Township
- iii. Chagrin Headwaters Preserve, Mantua Township

Staff will proceed with completing architectural and engineering studies and preparing bid packages for 2022-2023 improvement projects.

7. Old Business and approval of action items: None

8. New Business and approval of action items:

- a. Approve March 2021 Expenditures: The Board reviewed and discussed the expenditures with staff. Upon a motion by McKinney and Second by Ruehr, attached RESOLUTION 2022-13 was unanimously approved upon a roll call vote.
- b. Budget Appropriations Amendment II: Craycroft described the necessity to transfer cash to the Tinkers Creek Greenway fund for the Seasons Road Fen acquisition, which first must be appropriated for transfer. Upon a motion by Ruehr and Second by Orashan, attached RESOLUTION 2022-14 was unanimously approved upon a roll call vote.
- c. Transfer \$20,000 from the General Fund to Tinkers Creek Greenway Fund: This action moves cash from into the Tinkers Creek Greenway Fund for financing costs related to Seasons Road Fen. Upon a motion by Orashan and Second by Hrdy, attached RESOLUTION 2022-15 was unanimously approved upon a roll call vote.

9. Executive Session: To discuss the sale or purchase of real estate

At 7:58 pm, upon a motion was made by Commissioner Hrdy to enter into executive session to discuss the sale or purchase of real estate was seconded by Commissioner Ruehr, with roll call vote as follows:

Commissioner Ruehr	Yes
Commissioner Engelhart	Yes
Commissioner Orashan	Yes
Commissioner Hrdy	Yes
Commissioner McKinney	Yes

Upon a motion by Commissioner Hrdy, seconded by Commissioner Orashan, the Board exited Executive Session at 8:31 pm upon a roll call vote as follows:

Commissioner Ruehr	Yes
Commissioner Engelhart	Yes
Commissioner Orashan	Yes
Commissioner Hrdy	Yes
Commissioner McKinney	Yes

**Journal Entry #2022-4-25-13**

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The Board discussed the terms and conditions to include in a bid package for the sale of Camp Spelman by public bid. They agreed that it would be appropriate to require that the successful bidder place a conservation easement on the property, drafted by the Park District, and pay the required fees upon closing. The anticipated timeline includes advertising during the month of June, with a bid opening the first week of September. The Board will vote on advertising the sale of Camp Spelman through a bid process at the May 25<sup>th</sup> meeting and requests park staff develop a bid package with the Portage County Prosecutor's office for their consideration.

10. Adjourn: The meeting adjourned at 8:27 upon a motion by Orashan and seconded by Ruehr.

*The next regular meeting of the Board of Commissioners is scheduled for May 23, 2022.*

IN TESTIMONY WHEREOF we hereunto set our hands, May 23, 2022

  
Chuck Engelhart, President of the Board

  
Christine Craycroft, Executive Director

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# PORTAGE PARK DISTRICT

## Month to Date and Year To Date Budget & Cash Balance Report for April, 2022

### GENERAL FUND

<b>BEGINNING AUDITOR'S CASH BALANCE</b> March 1			<b>\$2,671,250.19</b>	
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	April 1-30 MTD ACTUAL	YTD Percentage Collected of Budget
140000 Fines & Forfeitures	0.00	0.00	0.00	#DIV/0!
152000 Contract Services	1,000.00	0.00	0.00	0.0%
15300 Fees	100.00	0.00	0.00	0.0%
160000 Gifts & Donations	0.00	10,000.00	0.00	#DIV/0!
191000 HTRAN State Grant	0.00	7,995.00	0.00	#DIV/0!
192400 State Aid/Subsidy	85,000.00	0.00	0.00	0.0%
195000 Local Grant	0.00	0.00	0.00	#DIV/0!
General Program Revenues subtotal	86,100.00	17,995.00	0.00	20.9%
200300 Real Estate Homestead Rollback (from State)	37,000.00	15,324.66	15,324.66	41.4%
200400 Manufactured Home Rollback	18,000.00	0.00	0.00	0.0%
221000 Real Estate Tax	1,724,023.00	946,128.88	0.00	54.9%
223000 Tangible Personal Property Tax	0.00	0.00	0.00	#DIV/0!
224000 Manufactured Homes Property Tax	12,000.00	6,640.86	6,640.86	55.3%
230000 Interest	10,000.00	2,575.80	1,202.51	25.8%
241000 Oil & Gas Leases	10,000.00	7,955.98	2,352.10	79.6%
243000 Credit Card Incentives	1,000.00	0.00	0.00	0.0%
250000 Refunds and Reimbursements	0.00	0.00	0.00	#DIV/0!
291000 Advance In	0.00	170,000.00	170,000.00	#DIV/0!
General Operations Revenue	1,812,023.00	1,148,626.18	195,520.13	63.4%
<b>SUBTOTAL REVENUES</b>	<b>1,898,123.00</b>	<b>1,166,621.18</b>	<b>195,520.13</b>	<b>61.5%</b>
2021 Cash Carryover		<b>1,925,042.14</b>		100.0%
<b>TOTAL REVENUES, CARRYOVER &amp; OTHER SOURCES</b>	<b>1,898,123.00</b>	<b>3,091,663.32</b>	<b>2,866,770.32</b>	<b>162.9%</b>
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	April 1-30 MTD ACTUAL	YTD Percentage Expended of Budget
311200 FT Employee Salaries	566,683.00	152,285.29	51,775.69	26.9%
311300 PT Employee Salaries	118,800.00	25,262.76	11,728.50	21.3%
312100 Sick Leave Conversion	0.00	0.00	0.00	#DIV/0!
313000 Overtime	5,000.00	461.50	0.00	9.2%
314000 Retirement	80,000.00	614.84	0.00	0.8%
321010 PERS	95,932.00	24,921.30	8,890.57	26.0%
321200 Medicare	9,936.00	2,505.37	892.03	25.2%
321300 Workers Compensation	11,649.00	3,036.56	1,079.55	26.1%
321400 Unemployment	10,000.00	0.00	0.00	0.0%
321500 Health Benefits	259,000.00	41,155.45	14,202.76	15.9%
<b>30 Personal Services Unit Total</b>	<b>1,157,000.00</b>	<b>250,243.07</b>	<b>88,569.10</b>	<b>21.6%</b>
400000 Admin Contractual Services	53,000.00	3,980.22	1,062.52	7.5%
400100 Training, Lodging & Memberships	15,000.00	2,722.63	1,058.63	18.2%
400101 Registration Fees (wrong line should be travel)	0.00	0.00	128.63	#DIV/0!
410000 Utilities: AT&T, Dominion, Ohio Edison, Verizon	30,000.00	7,897.37	2,018.45	26.3%
412000 Advertising, Marketing & Events	15,000.00	1,477.39	64.50	9.8%
413000 Maintenance & Repairs	45,000.00	5,804.26	1,858.13	12.9%
414000 Rentals and Leases	1,000.00	0.00	0.00	0.0%
414100 Leases	1,500.00	1,038.92	1,038.92	69.3%
420100 Audit Services	5,000.00	0.00	0.00	0.0%
428400 Auditor/Treasurer Fee	25,000.00	12,805.48	606.37	51.2%
428500 DRETAC	10,000.00	3,642.14	152.07	36.4%
492100 Local Share	78,400.00	0.00	0.00	0.0%
<b>40 Contractual Services Unit Total</b>	<b>278,900.00</b>	<b>39,368.41</b>	<b>7,730.96</b>	<b>14.1%</b>



500000 Admin Materials & Supplies	15,000.00	1,845.76	222.03	12.3%
509000 Uniforms	8,000.00	1,544.80	445.58	19.3%
510000 Office Equipment & Furnishings	10,000.00	272.24	272.24	2.7%
530000 Maintenance Materials & Supplies	50,000.00	7,149.87	2,847.59	14.3%
542000 Fuel	20,000.00	2,289.20	837.23	11.4%
544000 Natural Areas Materials & Supplies	40,000.00	1,529.26	319.91	3.8%
596300 Equipment Less than \$5000	10,000.00	0.00	0.00	0.0%
596600 Furniture & Fixtures	10,000.00	0.00	0.00	0.0%
50 Materials & Supplies Unit Total	163,000.00	14,631.13	4,944.58	9.0%
610000 Land/Easement Purchase	500,000.00	0.00	0.00	0.0%
630000 Equipment	0.00	0.00	0.00	0.0%
650000 Vehicles	0.00	0.00	0.00	#DIV/0!
680000 Construction Projects	910,000.00	0.00	0.00	0.0%
683000 Engineering Projects	116,580.35	15,473.41	8,018.85	13.3%
683000 Engineering Projects - SRFDB - Seasons Rd Fen Design Build Restoration Project	30,000.00	423.00	0.00	0.0%
683000 Engineering Projects - TLTRL- Trail Lake Picnic Area	11,000.00	0.00	0.00	0.0%
683000 Engineering Projects - TWBLD-Towners Woods Buildings	17,800.00	0.00	0.00	0.0%
60 Capital Outlay Unit Total	1,585,380.35	15,896.41	8,018.85	1.0%
910000 Transfer Out	0.00	0.00	0.00	#DIV/0!
920000 Advance Out	0.00	0.00	0.00	#DIV/0!
946720 Tax Levy Assessment	15,000.00	14,017.47	0.00	93.4%
90 Miscellaneous Expenses Unit Total	15,000.00	14,017.47	0.00	93.4%
GRAND TOTAL EXPENDITURES & OTHER USES	3,199,280.35	334,156.49	109,263.49	10.4%
ENDING AUDITOR'S CASH BALANCE April 30 (= Cash Carryover + YTD Revenues- YTD Expenses) (Also = Auditor Beginning cash balance April 1st + MTD revenues - MTD expenses)			\$2,757,506.83	
HEADWATERS TRAIL FUND				
8605 BEGINNING AUDITOR'S CASH BALANCE			\$199,651.66	
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	April 1-30 MTD ACTUAL	
REVENUES & OTHER SOURCES				
Gifts/Donations	0.00	2,000.00	0.00	#DIV/0!
State Grant	160,918.00	160,918.69	0.00	100.0%
Transfer In	0.00	0.00	0.00	#DIV/0!
Advance In	0.00	0.00	0.00	#DIV/0!
TOTAL REVENUES & OTHER SOURCES	160,918.00	162,918.69	0.00	101.2%
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	April 1-30 MTD ACTUAL	
Materials & Supplies Unit	0.00	0.00	0.00	0.0%
Capital Outlay-Construction Projects	0.00	0.00	0.00	#DIV/0!
Capital Outlay-Construction Projects - HWVII	0.00	0.00	0.00	#DIV/0!
Capital Outlay-Engineering Projects	0.00	0.00	0.00	#DIV/0!
Capital Outlay-Engineering Projects - HWVII	0.00	0.00	0.00	#DIV/0!
Advance Out Return	170,000.00	170,000.00	170,000.00	100.0%
TOTAL EXPENDITURES & OTHER USES	170,000.00	170,000.00	170,000.00	100.0%
ENDING AUDITOR'S CASH BALANCE			\$29,651.66	
TINKERS CREEK GREENWAY FUND				
8616 BEGINNING AUDITOR'S CASH BALANCE			\$1,784.02	
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	April 30 MTD ACTUAL	
REVENUES & OTHER SOURCES				
Gifts/Donations	0.00	0.00	0.00	#DIV/0!
State Grant	1,720,763.00	1,208.70	0.00	0.1%
Transfer In	20,000.00	0.00	0.00	0.0%
TOTAL REVENUES & OTHER SOURCES	1,740,763.00	1,208.70	0.00	0.1%
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	April 1-30 MTD ACTUAL	
Contractual Services	36,750.00	0.00	0.00	0.0%
Land Purchase	1,682,380.00	0.00	0.00	0.0%
Advance Out Return	1,210.00	0.00	0.00	0.0%
	0.00	0.00	0.00	#DIV/0!
	0.00	0.00	0.00	#DIV/0!
			0.00	#DIV/0!
TOTAL EXPENDITURES & OTHER USES	1,720,340.00	0.00	0.00	0.0%
ENDING AUDITOR'S CASH BALANCE			\$1,784.02	



# PORTAGE COUNTY



## Auditor Treasurer Reconciliation Report

AS OF 04/01/2022				AS OF 04/30/2022			
FUND	TREASURER CASH BALANCE	- OUTSTANDING WARRANTS	= AUDITOR CASH BALANCE	AUDITOR CASH BALANCE	+ OUTSTANDING WARRANTS	= TREASURER CASH BALANCE	
8600 Portage Park District	2,672,522.54	1,272.35	2,671,250.19	2,757,506.83	3,566.73	2,761,073.56	
FUND 8600 TOTALS:	2,672,522.54	1,272.35	2,671,250.19	2,757,506.83	3,566.73	2,761,073.56	
8601 PCPD Local Community	.00	.00	.00	.00	.00	.00	
FUND 8601 TOTALS:	.00	.00	.00	.00	.00	.00	
8603 PCPD Towners Woods Improvement	.00	.00	.00	.00	.00	.00	
FUND 8603 TOTALS:	.00	.00	.00	.00	.00	.00	
8604 Portage Hike & Bike Trail	.00	.00	.00	.00	.00	.00	
FUND 8604 TOTALS:	.00	.00	.00	.00	.00	.00	
8605 Headwaters Trails Improve	199,651.66	.00	199,651.66	29,651.66	.00	29,651.66	
FUND 8605 TOTALS:	199,651.66	.00	199,651.66	29,651.66	.00	29,651.66	
8606 Dix Park Improvements	.00	.00	.00	.00	.00	.00	
FUND 8606 TOTALS:	.00	.00	.00	.00	.00	.00	
8607 Breakneck Creek Watershed	11,972.39	.00	11,972.39	11,972.39	.00	11,972.39	
FUND 8607 TOTALS:	11,972.39	.00	11,972.39	11,972.39	.00	11,972.39	
8608 PCPD Franklin Connect Trail	.00	.00	.00	.00	.00	.00	
FUND 8608 TOTALS:	.00	.00	.00	.00	.00	.00	
8609 PCPD FEMA	.00	.00	.00	.00	.00	.00	
FUND 8609 TOTALS:	.00	.00	.00	.00	.00	.00	
8610 Breakneck Creek Watershed	.00	.00	.00	.00	.00	.00	
FUND 8610 TOTALS:	.00	.00	.00	.00	.00	.00	
8611 Berlin Lake Trail							

## Auditor Treasurer Reconciliation Report

FUND	AS OF 04/01/2022			AS OF 04/30/2022		
	TREASURER CASH BALANCE	- OUTSTANDING WARRANTS	= AUDITOR CASH BALANCE	AUDITOR CASH BALANCE	+ OUTSTANDING WARRANTS	= TREASURER CASH BALANCE
	.00	.00	.00	.00	.00	.00
FUND 8611 TOTALS:	.00	.00	.00	.00	.00	.00
8612 Morgan Park	1,523.27	.00	1,523.27	1,523.27	.00	1,523.27
FUND 8612 TOTALS:	1,523.27	.00	1,523.27	1,523.27	.00	1,523.27
8613 Franklin Bog Park	.00	.00	.00	.00	.00	.00
FUND 8613 TOTALS:	.00	.00	.00	.00	.00	.00
8614 Red Fox Boat Access Fund	.00	.00	.00	.00	.00	.00
FUND 8614 TOTALS:	.00	.00	.00	.00	.00	.00
8615 Kent Bog	.00	.00	.00	.00	.00	.00
FUND 8615 TOTALS:	.00	.00	.00	.00	.00	.00
8616 Tinkers Creek Greenway Fund	1,784.02	.00	1,784.02	1,784.02	.00	1,784.02
FUND 8616 TOTALS:	1,784.02	.00	1,784.02	1,784.02	.00	1,784.02
8617 Eagle Creek Greenway	5,325.96	.00	5,325.96	5,325.96	.00	5,325.96
FUND 8617 TOTALS:	5,325.96	.00	5,325.96	5,325.96	.00	5,325.96
REPORT TOTALS:	2,892,779.84	1,272.35	2,891,507.49	2,807,764.13	3,566.73	2,811,330.86

# PORTAGE COUNTY



## Auditor Treasurer Reconciliation Report

ALL FUNDS SUMMARY THROUGH 04/30/2022

FUND	04/01/22 AUDITOR CASH BALANCE +	TOTAL RECEIPTS -	TOTAL EXPENDITURES =	ENDING AUDITOR CASH BALANCE -	OUTSTANDING ENCUMBRANCES =	UNENCUMBERED BALANCE
8600 Portage Park Distri	2,671,250.19	-195,520.13	109,263.49	2,757,506.83	207,462.54	2,550,044.2
FUND 8600 TOTALS:	2,671,250.19	195,520.13	109,263.49	2,757,506.83	207,462.54	2,550,044.2
8601 PCPD Local Communit	.00	.00	.00	.00	.00	.0
FUND 8601 TOTALS:	.00	.00	.00	.00	.00	.0
8603 PCPD Towners Woods	.00	.00	.00	.00	.00	.0
FUND 8603 TOTALS:	.00	.00	.00	.00	.00	.0
8604 Portage Hike & Bike	.00	.00	.00	.00	.00	.0
FUND 8604 TOTALS:	.00	.00	.00	.00	.00	.0
8605 Headwaters Trails I	199,651.66	.00	170,000.00	29,651.66	.00	29,651.6
FUND 8605 TOTALS:	199,651.66	.00	170,000.00	29,651.66	.00	29,651.6
8606 Dix Park Improvemen	.00	.00	.00	.00	.00	.0
FUND 8606 TOTALS:	.00	.00	.00	.00	.00	.0
8607 Breakneck Creek Wat	11,972.39	.00	.00	11,972.39	.00	11,972.3
FUND 8607 TOTALS:	11,972.39	.00	.00	11,972.39	.00	11,972.3
8608 PCPD Franklin Conne	.00	.00	.00	.00	.00	.0
FUND 8608 TOTALS:	.00	.00	.00	.00	.00	.0
8609 PCPD FEMA	.00	.00	.00	.00	.00	.0
FUND 8609 TOTALS:	.00	.00	.00	.00	.00	.0
8610 Breakneck Creek Wat	.00	.00	.00	.00	.00	.0
FUND 8610 TOTALS:	.00	.00	.00	.00	.00	.0
8611 Berlin Lake Trail	.00	.00	.00	.00	.00	.0

## Auditor Treasurer Reconciliation Report

ALL FUNDS SUMMARY THROUGH 04/30/2022

FUND	04/01/22 AUDITOR CASH BALANCE +	TOTAL RECEIPTS -	TOTAL EXPENDITURES =	ENDING AUDITOR CASH BALANCE -	OUTSTANDING ENCUMBRANCES =	UNENCUMBERED BALANCE
FUND 8611 TOTALS:	.00	.00	.00	.00	.00	.0
8612 Morgan Park	1,523.27	.00	.00	1,523.27	.00	1,523.2
FUND 8612 TOTALS:	1,523.27	.00	.00	1,523.27	.00	1,523.2
8613 Franklin Bog Park	.00	.00	.00	.00	.00	.0
FUND 8613 TOTALS:	.00	.00	.00	.00	.00	.0
8614 Red Fox Boat Access	.00	.00	.00	.00	.00	.0
FUND 8614 TOTALS:	.00	.00	.00	.00	.00	.0
8615 Kent Bog	.00	.00	.00	.00	.00	.0
FUND 8615 TOTALS:	.00	.00	.00	.00	.00	.0
8616 Tinkers Creek Green	1,784.02	.00	.00	1,784.02	.00	1,784.0
FUND 8616 TOTALS:	1,784.02	.00	.00	1,784.02	.00	1,784.0
8617 Eagle Creek Greenwa	5,325.96	.00	.00	5,325.96	.00	5,325.9
FUND 8617 TOTALS:	5,325.96	.00	.00	5,325.96	.00	5,325.9
REPORT TOTALS:	2,891,507.49	195,520.13	279,263.49	2,807,764.13	207,462.54	2,600,301.5

\*\* END OF REPORT - Generated by Maureen E Bennett \*\*

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8600 Portage Park District							
86009091 Park General Admin PR							
8600-70-90-909-000-00-00-10-152000-	-1,000	Contract Services -1,000	.00	.00	.00	-1,000.00	.0%*
8600-70-90-909-000-00-00-10-153000-	-100	Fees -100	.00	.00	.00	-100.00	.0%*
8600-70-90-909-000-00-00-10-160000-	0	Gifts And Donations 0 -10,000.00		.00	.00	10,000.00	100.0%
8600-70-90-909-000-00-00-10-191000-HTRAN	0	State Grant 0 -7,995.00		.00	.00	7,995.00	100.0%
8600-70-90-909-000-00-00-10-192400-	-85,000	State Aid/Subsidy -85,000	.00	.00	.00	-85,000.00	.0%*
TOTAL Park General Admin PR	-86,100	-86,100	-17,995.00	.00	.00	-68,105.00	20.9%
86009092 Park General Admin OR							
8600-70-90-909-000-00-00-20-200300-	-37,000	Real Estate Homestead Rollback -37,000	-15,324.66	-15,324.66	.00	-21,675.34	41.4%*
2022/04/000668 04/06/2022 CRP	-15,324.66	REF 391312 State of Ohio					
8600-70-90-909-000-00-00-20-200400-	-18,000	Manufactured H Homestead Rollb -18,000	.00	.00	.00	-18,000.00	.0%*
8600-70-90-909-000-00-00-20-221000-	-1,710,303	Real Estate Tax -1,724,023	-946,128.88	.00	.00	-777,894.12	54.9%*

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8600 Portage Park District							
8600-70-90-909-000-00-00-20-224000-	-12,000	Manufactured Homes Tax -12,000	-6,640.86	-6,640.86	.00	-5,359.14	55.3%*
2022/04/000006 04/01/2022 GEN	-6,640.86 REF 1st Hf					Manufactured Home 1st Half	
8600-70-90-909-000-00-00-20-230000-	-10,000	Interest -10,000	-2,575.80	-1,202.51	.00	-7,424.20	25.8%*
2022/04/000737 04/12/2022 GEN	-1,202.51 REF Mar-22					Interest Alloc Mar-22	
8600-70-90-909-000-00-00-20-241000-	-10,000	Oil Leases -10,000	-7,955.98	-2,352.10	.00	-2,044.02	79.6%*
2022/04/000475 04/04/2022 CRP	-577.29 REF 391180	Beck Oil and Gas Inc				Andes 1, 2, 3	
2022/04/000475 04/04/2022 CRP	-120.11 REF 391183	OWS Acquisition Co L				Brosuis, Carlisle-Pollock	
2022/04/000917 04/07/2022 CRP	-183.13 REF 391421	Diversified Producti				Trilk Gress, 2. Kreier 1	
2022/04/001334 04/18/2022 CRP	-1,003.19 REF 391925	Ergon Oil Purchasing				Shaw Woods Hahn 2	
2022/04/001336 04/19/2022 CRP	-468.38 REF 392042	William S Miller Inc				Chagrin HW Martin Mantua 2	
8600-70-90-909-000-00-00-20-243000-	-1,000	Credit Card Incentives -1,000	.00	.00	.00	-1,000.00	.0%*
8600-70-90-909-000-00-00-20-291000-	0	Advance In Repayment 0	-170,000.00	-170,000.00	.00	170,000.00	100.0%
2022/04/000378 04/05/2022 GEN	-170,000.00 REF Advan					Advance return #2022-08	
TOTAL Park General Admin OR	-1,798,303	-1,812,023	-1,148,626.18	-195,520.13	.00	-663,396.82	63.4%
86009093 Park General Admin PS							
8600-70-90-909-000-00-00-30-311200-	566,683	Employee Full Time Salaries 566,683	152,285.29	51,775.69	.00	414,397.71	26.9%
2022/04/000007 04/01/2022 PRJ	17,225.60 REF 040122					WARRANT=040122 RUN=4 PAYROLL	
2022/04/000638 04/15/2022 PRJ	17,225.60 REF 041522					WARRANT=041522 RUN=4 PAYROLL	
2022/04/001526 04/29/2022 PRJ	17,324.49 REF 042922					WARRANT=042922 RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-311300-	118,800	Part Time/Seasonal Salaries 118,800	25,262.76	11,728.50	.00	93,537.24	21.3%
2022/04/000007 04/01/2022 PRJ	3,861.00 REF 040122					WARRANT=040122 RUN=4 PAYROLL	
2022/04/000638 04/15/2022 PRJ	3,858.00 REF 041522					WARRANT=041522 RUN=4 PAYROLL	
2022/04/001526 04/29/2022 PRJ	4,009.50 REF 042922					WARRANT=042922 RUN=4 PAYROLL	



# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8600 Portage Park District							
8600-70-90-909-000-00-00-30-313000-	5,000	Employee Overtime 5,000	461.50	.00	.00	4,538.50	9.2%
8600-70-90-909-000-00-00-30-314000-	80,000	Retirement/Termination Payoff 80,000	614.84	.00	.00	79,385.16	.8%
8600-70-90-909-000-00-00-30-321010-	95,932	PERS 95,932	24,921.30	8,890.57	.00	71,010.70	26.0%
2022/04/000007 04/01/2022 PRJ	2,952.12	REF 040122			WARRANT=040122	RUN=4 PAYROLL	
2022/04/000638 04/15/2022 PRJ	2,951.70	REF 041522			WARRANT=041522	RUN=4 PAYROLL	
2022/04/001526 04/29/2022 PRJ	2,986.75	REF 042922			WARRANT=042922	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-321200-	9,936	Medicare 9,936	2,505.37	892.03	.00	7,430.63	25.2%
2022/04/000007 04/01/2022 PRJ	296.28	REF 040122			WARRANT=040122	RUN=4 PAYROLL	
2022/04/000638 04/15/2022 PRJ	297.01	REF 041522			WARRANT=041522	RUN=4 PAYROLL	
2022/04/001526 04/29/2022 PRJ	298.74	REF 042922			WARRANT=042922	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-321300-	11,649	Workers Compensation 11,649	3,036.56	1,079.55	.00	8,612.44	26.1%
2022/04/000007 04/01/2022 PRJ	358.47	REF 040122			WARRANT=040122	RUN=4 PAYROLL	
2022/04/000638 04/15/2022 PRJ	358.41	REF 041522			WARRANT=041522	RUN=4 PAYROLL	
2022/04/001526 04/29/2022 PRJ	362.67	REF 042922			WARRANT=042922	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-321400-	10,000	Unemployment 10,000	.00	.00	.00	10,000.00	.0%
8600-70-90-909-000-00-00-30-321500-	259,000	Health Benefits 259,000	41,155.45	14,202.76	.00	217,844.55	15.9%
2022/04/000007 04/01/2022 PRJ	4,693.88	REF 040122			WARRANT=040122	RUN=4 PAYROLL	
2022/04/000638 04/15/2022 PRJ	4,313.29	REF 041522			WARRANT=041522	RUN=4 PAYROLL	
2022/04/001526 04/29/2022 PRJ	5,195.59	REF 042922			WARRANT=042922	RUN=4 PAYROLL	
TOTAL Park General Admin PS	1,157,000	1,157,000	250,243.07	88,569.10	.00	906,756.93	21.6%
86009094 Park General Admin CS							
8600-70-90-909-000-00-00-40-400000-	50,000	Contractual Services 53,000	3,980.22	1,062.52	8,669.64	40,350.14	23.9%

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8600 Portage Park District							
2022/04/000130 04/01/2022 API	210.93 VND	001310 VCH667896	KONICA MINOLTA BUSIN	**Contract # 61728922			503507
2022/04/000130 04/01/2022 POL	-210.93 VND	001310 PO 20220346	KONICA MINOLTA BUSIN	**Contract # 61728922	2022		
2022/04/000130 04/01/2022 API	172.96 VND	001310 VCH667897	KONICA MINOLTA BUSIN	**Contract # 61728922			503507
2022/04/000130 04/01/2022 POL	-172.96 VND	001310 PO 20220346	KONICA MINOLTA BUSIN	**Contract # 61728922	2022		
2022/04/000130 04/01/2022 API	271.90 VND	001310 VCH667898	KONICA MINOLTA BUSIN	**Contract # 61728922			503507
2022/04/000130 04/01/2022 POL	-271.90 VND	001310 PO 20220346	KONICA MINOLTA BUSIN	**Contract # 61728922	2022		
2022/04/000130 04/01/2022 API	39.06 VND	001310 VCH667899	KONICA MINOLTA BUSIN	**Contract # 61728922			503507
2022/04/000130 04/01/2022 POL	-39.06 VND	001310 PO 20220346	KONICA MINOLTA BUSIN	**Contract # 61728922	2022		
2022/04/000517 04/04/2022 API	105.00 VND	002615 VCH668748	OHIO STATE HIGHWAY P	**ORI# OH0671700			503969
2022/04/000517 04/04/2022 POL	-105.00 VND	002615 PO 119777	OHIO STATE HIGHWAY P	**ORI# OH0671700	2022		
2022/04/000517 04/04/2022 API	262.67 VND	002485 VCH668942	US BANK	**Acct # 5592 8400 0101 0984			504029
2022/04/000517 04/04/2022 POL	-262.67 VND	002485 PO 119773	US BANK	**Acct # 5592 8400 0101 092022			
8600-70-90-909-000-00-00-40-400100-	15,000	Training & Membership	15,000	2,722.63	1,058.63	8,527.37	3,750.00 75.0%
2022/04/000130 04/01/2022 API	250.00 VND	003815 VCH667861	LEADERSHIP PORTAGE C	**Bronze Sponsor			503511
2022/04/000130 04/01/2022 POL	-250.00 VND	003815 PO 122121	LEADERSHIP PORTAGE C	**Bronze Sponsor	2022		
2022/04/000517 04/04/2022 API	680.00 VND	002485 VCH668942	US BANK	**Acct # 5592 8400 0101 0984			504029
2022/04/000517 04/04/2022 POL	-680.00 VND	002485 PO 119774	US BANK	**Acct # 5592 8400 0101 092022			
2022/04/001510 04/21/2022 POE	871.37 VND	048718 PO 122710	RODHE REBECCA	REIMBURSEMENTS, MILEAGE			
2022/04/001761 04/27/2022 GEN	128.63 REF	Corr		Expense Corr PO 119860			
8600-70-90-909-000-00-00-40-400101-	0	Registration Fees	0	.00	-128.63	891.37	-891.37 100.0%*
2022/04/001761 04/27/2022 GEN	-128.63 REF	Corr		Expense Corr PO 119860			
8600-70-90-909-000-00-00-40-410000-	30,000	Utilities	30,000	7,897.37	2,018.45	21,602.63	500.00 98.3%
2022/04/000517 04/04/2022 API	49.86 VND	002844 VCH668707	DOMINION ENERGY OHIO	**Acct #4 4213 0033 0943			503897
2022/04/000517 04/04/2022 POL	-49.86 VND	002844 PO 119781	DOMINION ENERGY OHIO	**Acct #4 4213 0033 0943	2022		
2022/04/000517 04/04/2022 API	1.42 VND	002844 VCH668710	DOMINION ENERGY OHIO	**Acct #4 4213 0033 0943			503897
2022/04/000517 04/04/2022 POL	-1.42 VND	002844 PO 119781	DOMINION ENERGY OHIO	**Acct #4 4213 0033 0943	2022		
2022/04/000517 04/04/2022 API	228.81 VND	002844 VCH668717	DOMINION ENERGY OHIO	**Acct # 4 1800 1191 8407			503896
2022/04/000517 04/04/2022 POL	-228.81 VND	002844 PO 119781	DOMINION ENERGY OHIO	**Acct # 4 1800 1191 8407	2022		
2022/04/000517 04/04/2022 API	2.39 VND	002844 VCH668720	DOMINION ENERGY OHIO	**Acct # 4 1800 1191 8407			503896
2022/04/000517 04/04/2022 POL	-2.39 VND	002844 PO 119781	DOMINION ENERGY OHIO	**Acct # 4 1800 1191 8407	2022		
2022/04/000517 04/04/2022 API	102.56 VND	002875 VCH668739	OHIO EDISON	**Acct# 110 149 150 416			503968
2022/04/000517 04/04/2022 POL	-102.56 VND	002875 PO 119784	OHIO EDISON	**Acct# 110 149 150 416	2022		
2022/04/000517 04/04/2022 API	811.59 VND	002485 VCH668942	US BANK	**Acct # 5592 8400 0101 0984			504029
2022/04/000517 04/04/2022 POL	-811.59 VND	002485 PO 120723	US BANK	**Acct # 5592 8400 0101 092022			
2022/04/001366 04/12/2022 API	94.30 VND	002875 VCH669934	OHIO EDISON	**110 009 660 868			504778
2022/04/001366 04/12/2022 POL	-94.30 VND	002875 PO 119784	OHIO EDISON	**110 009 660 868	2022		
2022/04/001366 04/12/2022 API	76.12 VND	002875 VCH669935	OHIO EDISON	**110 009 208 841			504778
2022/04/001366 04/12/2022 POL	-76.12 VND	002875 PO 119784	OHIO EDISON	**110 009 208 841	2022		
2022/04/001366 04/12/2022 API	121.93 VND	002875 VCH669936	OHIO EDISON	**110 122 697 896			504778

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:				ORIGINAL	REVISED					AVAILABLE	PCT
8600 Portage Park District				APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ		BUDGET	USE/COL
8600-70-90-909-000-00-00-40-410000-				Utilities							
2022/04/001366	04/12/2022	POL		-121.93	VND 002875 PO 119784	OHIO EDISON		**110 122 697 896		2022	
2022/04/001366	04/12/2022	API		279.52	VND 002875 VCH669937	OHIO EDISON		**110 139 062 985			504778
2022/04/001366	04/12/2022	POL		-279.52	VND 002875 PO 119784	OHIO EDISON		**110 139 062 985		2022	
2022/04/001366	04/12/2022	API		72.17	VND 002875 VCH669938	OHIO EDISON		**110 134 809 943			504778
2022/04/001366	04/12/2022	POL		-72.17	VND 002875 PO 119784	OHIO EDISON		**110 134 809 943		2022	
2022/04/001807	04/25/2022	API		177.78	VND 002844 VCH671003	DOMINION ENERGY OHIO		**Acct 4 1800 1191 8407			505072
2022/04/001807	04/25/2022	POL		-177.78	VND 002844 PO 119781	DOMINION ENERGY OHIO		**Acct 4 1800 1191 8407		2022	
8600-70-90-909-000-00-00-40-412000-				15,000	Advertising, Marketing, Events	15,000	1,477.39	64.50	12,522.61	1,000.00	93.3%
2022/04/000517	04/04/2022	API		64.50	VND 002485 VCH668942	US BANK		**Acct # 5592 8400 0101 0984			504029
2022/04/000517	04/04/2022	POL		-64.50	VND 002485 PO 119775	US BANK		**Acct # 5592 8400 0101 092022			
2022/04/001510	04/21/2022	POE		3,500.00	VND 040793 PO 122706	NATIONAL CINEMEDIA L		COMMUNICATIONS & MEDIA RELATED			
8600-70-90-909-000-00-00-40-413000-				45,000	Maintenance & Repairs	45,000	5,804.26	1,858.13	5,395.74	33,800.00	24.9%
2022/04/000517	04/04/2022	API		1,858.13	VND 002485 VCH668942	US BANK		**Acct # 5592 8400 0101 0984			504029
2022/04/000517	04/04/2022	POL		-1,858.13	VND 002485 PO 119776	US BANK		**Acct # 5592 8400 0101 092022			
8600-70-90-909-000-00-00-40-414000-				1,000	Rentals & Leases	1,000	.00	.00	.00	1,000.00	.0%
8600-70-90-909-000-00-00-40-414100-				1,500	Leases	1,500	1,038.92	1,038.92	1,417.84	-956.76	163.8%*
2022/04/000130	04/01/2022	API		94.73	VND 001310 VCH667889	KONICA MINOLTA BUSIN		**Contract # 500-0542159-000			503506
2022/04/000130	04/01/2022	POL		-94.73	VND 001310 PO 20220340	KONICA MINOLTA BUSIN		**Contract # 500-0542159-02022			
2022/04/000130	04/01/2022	API		94.73	VND 001310 VCH667890	KONICA MINOLTA BUSIN		**Contract #500-0542159-000			503506
2022/04/000130	04/01/2022	POL		-94.73	VND 001310 PO 20220340	KONICA MINOLTA BUSIN		**Contract #500-0542159-002022			
2022/04/000130	04/01/2022	API		94.73	VND 001310 VCH667891	KONICA MINOLTA BUSIN		**Contract # 500-0542159-000			503506
2022/04/000130	04/01/2022	POL		-94.73	VND 001310 PO 20220340	KONICA MINOLTA BUSIN		**Contract # 500-0542159-02022			
2022/04/000130	04/01/2022	API		110.00	VND 001310 VCH667892	KONICA MINOLTA BUSIN		**Contract # 800751			503507
2022/04/000130	04/01/2022	POL		-110.00	VND 001310 PO 20220347	KONICA MINOLTA BUSIN		**Contract # 800751		2022	
2022/04/000130	04/01/2022	API		110.00	VND 001310 VCH667893	KONICA MINOLTA BUSIN		**Contract # 800751			503507
2022/04/000130	04/01/2022	POL		-110.00	VND 001310 PO 20220347	KONICA MINOLTA BUSIN		**Contract # 800751		2022	
2022/04/000130	04/01/2022	API		110.00	VND 001310 VCH667894	KONICA MINOLTA BUSIN		**Contract #800751			503507
2022/04/000130	04/01/2022	POL		-110.00	VND 001310 PO 20220347	KONICA MINOLTA BUSIN		**Contract #800751		2022	
2022/04/000130	04/01/2022	API		110.00	VND 001310 VCH667895	KONICA MINOLTA BUSIN		**Contract # 800751			503507
2022/04/000130	04/01/2022	POL		-110.00	VND 001310 PO 20220347	KONICA MINOLTA BUSIN		**Contract # 800751		2022	
2022/04/000517	04/04/2022	API		110.00	VND 001310 VCH668723	KONICA MINOLTA BUSIN		**Cust # 1316072	03/22/22		503947
2022/04/000517	04/04/2022	POL		-110.00	VND 001310 PO 20220347	KONICA MINOLTA BUSIN		**Cust # 1316072	03/22/22022		
2022/04/000517	04/04/2022	API		110.00	VND 001310 VCH668728	KONICA MINOLTA BUSIN		**Cust # 1316072	09/22/21		503947
2022/04/000517	04/04/2022	POL		-110.00	VND 001310 PO 20220347	KONICA MINOLTA BUSIN		**Cust # 1316072	09/22/22022		

# PORTAGE COUNTY



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FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8600- Portage Park District							
8600-70-90-909-000-00-00-40-414100-	Leases						
2022/04/001366 04/12/2022 API	94.73 VND	001310 VCH669933	KONICA MINOLTA BUSIN	**Portage Park acct # 1283755	504763		
2022/04/001366 04/12/2022 POL	-94.73 VND	001310 PO 20220340	KONICA MINOLTA BUSIN	**Portage Park acct # 12832022			
8600-70-90-909-000-00-00-40-420100-	Audit Services						
	5,000	5,000	.00	.00	.00	5,000.00	.0%
8600-70-90-909-000-00-00-40-428400-	Auditor/Treasurer Fee Expense						
	25,000	25,000	12,805.48	606.37	.00	12,194.52	51.2%
2022/04/000006 04/01/2022 GEN	606.37 REF	1st Hf	Manufactured Home 1st Half				
8600-70-90-909-000-00-00-40-428500-	DRETAC						
	10,000	10,000	3,642.14	152.07	.00	6,357.86	36.4%
2022/04/000006 04/01/2022 GEN	152.07 REF	1st Hf	Manufactured Home 1st Half				
8600-70-90-909-000-00-00-40-492100-	Local share						
	78,400	78,400	.00	.00	.00	78,400.00	.0%
TOTAL Park General Admin CS	275,900	278,900	39,368.41	7,730.96	59,027.20	180,504.39	35.3%
86009095 Park General Admin MS							
8600-70-90-909-000-00-00-50-500000-	Admin Materials & Supplies						
	15,000	15,000	1,845.76	222.03	8,254.24	4,900.00	67.3%
2022/04/000517 04/04/2022 API	222.03 VND	002485 VCH668942	US BANK	**Acct # 5592 8400 0101 0984	504029		
2022/04/000517 04/04/2022 POL	-222.03 VND	002485 PO 119767	US BANK	**Acct # 5592 8400 0101 092022			
2022/04/001510 04/21/2022 POE	100.00 VND	002367 PO 122685	CRAYCROFT CHRISTINE	COPYING SERVICES (REPRODUCTION)			
8600-70-90-909-000-00-00-50-509000-	Uniforms						
	8,000	8,000	1,544.80	445.58	5,455.20	1,000.00	87.5%
2022/04/000517 04/04/2022 API	445.58 VND	002485 VCH668942	US BANK	**Acct # 5592 8400 0101 0984	504029		
2022/04/000517 04/04/2022 POL	-445.58 VND	002485 PO 119768	US BANK	**Acct # 5592 8400 0101 092022			

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8600 Portage Park District							
8600-70-90-909-000-00-00-50-510000-		Office Equipment & Furnishings					
	10,000	10,000	272.24	272.24	4,727.76	5,000.00	50.0%
2022/04/000517 04/04/2022 API	272.24 VND	002485 VCH668942	US BANK		**Acct # 5592 8400 0101 0984		504029
2022/04/000517 04/04/2022 POL	-272.24 VND	002485 PO 119769	US BANK		**Acct # 5592 8400 0101 092022		
8600-70-90-909-000-00-00-50-530000-		Maintenance Materials/Supp					
	50,000	50,000	7,149.87	2,847.59	17,850.13	25,000.00	50.0%
2022/04/000517 04/04/2022 API	2,847.59 VND	002485 VCH668942	US BANK		**Acct # 5592 8400 0101 0984		504029
2022/04/000517 04/04/2022 POL	-2,847.59 VND	002485 PO 119766	US BANK		**Acct # 5592 8400 0101 092022		
8600-70-90-909-000-00-00-50-542000-		Fuel					
	20,000	20,000	2,289.20	837.23	15,210.80	2,500.00	87.5%
2022/04/001366 04/12/2022 API	815.49 VND	004271 VCH669925	RAVENNA CITY		**PORTAGE PARKS MARCH 2022 GAS		504796
2022/04/001366 04/12/2022 POL	-815.49 VND	004271 PO 119806	RAVENNA CITY		**PORTAGE PARKS MARCH 20222022		
2022/04/001366 04/12/2022 API	21.74 VND	004271 VCH669941	RAVENNA CITY		**Portage Park March 2022 Dies		504796
2022/04/001366 04/12/2022 POL	-21.74 VND	004271 PO 119807	RAVENNA CITY		**Portage Park March 2022 2022		
8600-70-90-909-000-00-00-50-544000-		Natural Area Materials & Supp					
	40,000	40,000	1,529.26	319.91	23,470.74	15,000.00	62.5%
2022/04/000517 04/04/2022 API	319.91 VND	002485 VCH668942	US BANK		**Acct # 5592 8400 0101 0984		504029
2022/04/000517 04/04/2022 POL	-319.91 VND	002485 PO 119770	US BANK		**Acct # 5592 8400 0101 092022		
8600-70-90-909-000-00-00-50-596300-		Equipment Less Than \$5000					
	10,000	10,000	.00	.00	5,000.00	5,000.00	50.0%
8600-70-90-909-000-00-00-50-596600-		Furniture & Fixtures					
	10,000	10,000	.00	.00	8,000.00	2,000.00	80.0%
TOTAL Park General Admin MS	163,000	163,000	14,631.13	4,944.58	87,968.87	60,400.00	62.9%
86009096 Park General Admin CO							
8600-70-90-909-000-00-00-60-610000-		Land/Easement Purchase					
	500,000	500,000	.00	.00	.00	500,000.00	.0%

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8600 Portage Park District							
8600-70-90-909-000-00-00-60-680000-	200,000	Construction Projects 910,000	.00	.00	.00	910,000.00	.0%
2022/04/000174 04/04/2022 BUA	710,000.00	REF Suppl					
8600-70-90-909-000-00-00-60-683000-	100,000	Engineering Projects 116,580	15,473.41	8,018.85	1,106.94	100,000.00	14.2%
2022/04/001366 04/12/2022 API	4,853.26	VND 003522 VCH669932					504739
2022/04/001366 04/12/2022 POL	-4,853.26	VND 003522 PO 117388				2021	
2022/04/001807 04/25/2022 API	3,165.59	VND 003522 VCH671004					505079
2022/04/001807 04/25/2022 POL	-3,165.59	VND 003522 PO 117388				2021	
8600-70-90-909-000-00-00-60-683000-SRFDB	0	Engineering Projects 30,000	423.00	.00	29,577.00	.00	100.0%
8600-70-90-909-000-00-00-60-683000-TLTRL	0	Engineering Projects 11,000	.00	.00	11,000.00	.00	100.0%
8600-70-90-909-000-00-00-60-683000-TWBLD	0	Engineering Projects 17,800	.00	.00	17,800.00	.00	100.0%
TOTAL Park General Admin CO	800,000	1,585,380	15,896.41	8,018.85	59,483.94	1,510,000.00	4.8%
86009099 Park General Admin ME							
8600-70-90-909-000-00-00-90-946720-	15,000	Tax Levy Assessment 15,000	14,017.47	.00	982.53	.00	100.0%
TOTAL Park General Admin ME	15,000	15,000	14,017.47	.00	982.53	.00	100.0%
TOTAL Portage Park District	526,497	1,301,157	-832,464.69	-86,256.64	207,462.54	1,926,159.50	-48.0%
TOTAL REVENUES	-1,884,403	-1,898,123	-1,166,621.18	-195,520.13	.00	-731,501.82	
TOTAL EXPENSES	2,410,900	3,199,280	334,156.49	109,263.49	207,462.54	2,657,661.32	
PRIOR FUND BALANCE				1,925,042.14			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				832,464.69			
REVISED FUND BALANCE				2,757,506.83			



# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:		ORIGINAL	REVISED				AVAILABLE	PCT
8605	Headwaters Trails Improve	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	BUDGET	USE/COL
86059091 Headwaters Trails Impr PR								
8605-70-90-909-000-00-00-10-160000-		0	Gifts And Donations 0	-2,000.00	.00	.00	2,000.00	100.0%
8605-70-90-909-000-00-00-10-191000-		0	State Grant -160,918	-160,918.69	.00	.00	.69	100.0%
TOTAL Headwaters Trails Impr PR		0	-160,918	-162,918.69	.00	.00	2,000.69	101.2%
86059099 Headwaters Trails Impr ME								
8605-70-90-909-000-00-00-90-921000-		0	Advance Out Returns 170,000	170,000.00	170,000.00	.00	.00	100.0%
2022/04/000174 04/04/2022 BUA	170,000.00 REF Suppl							
2022/04/000378 04/05/2022 GEN	170,000.00 REF Advan							
						Advance return #2022-08		
TOTAL Headwaters Trails Impr ME		0	170,000	170,000.00	170,000.00	.00	.00	100.0%
TOTAL Headwaters Trails Improve		0	9,082	7,081.31	170,000.00	.00	2,000.69	78.0%
TOTAL REVENUES		0	-160,918	-162,918.69	.00	.00	2,000.69	
TOTAL EXPENSES		0	170,000	170,000.00	170,000.00	.00	.00	
PRIOR FUND BALANCE					36,732.97			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES					-7,081.31			
REVISED FUND BALANCE					29,651.66			

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8607 Breakneck Creek Watershed							
86079094 Breakneck Creek water CS							
8607-70-90-909-000-00-00-40-400000-	0	Contractual Services 11,973	.00	.00	.00	11,973.00	.0%
2022/04/000174 04/04/2022 BUA	11,973.00	REF Suppl					
TOTAL Breakneck Creek Water CS	0	11,973	.00	.00	.00	11,973.00	.0%
TOTAL Breakneck Creek Watershed	0	11,973	.00	.00	.00	11,973.00	.0%
TOTAL EXPENSES	0	11,973	.00	.00	.00	11,973.00	
PRIOR FUND BALANCE				11,972.39			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				.00			
REVISED FUND BALANCE				11,972.39			

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:		ORIGINAL	REVISED				AVAILABLE	PCT
8616	Tinkers Creek Greenway Fund	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	BUDGET	USE/COL
<b>86169091 Tinkers Creek Greenway Fund PR</b>								
8616-70-90-909-000-00-00-10-191000-		0	State Grant -1,720,763	-1,208.70	.00	.00	-1,719,554.30	.1%*
TOTAL Tinkers Creek Greenway Fund		0	-1,720,763	-1,208.70	.00	.00	-1,719,554.30	.1%
<b>86169092 Tinkers Creek Greenway Fund OR</b>								
8616-70-90-909-000-00-00-20-280000-		0	Transfer In -20,000	.00	.00	.00	-20,000.00	.0%*
2022/04/001575 04/26/2022 BUA	-20,000.00 REF Suppl							Seasons Road Fen finance chg
TOTAL Tinkers Creek Greenway Fund		0	-20,000	.00	.00	.00	-20,000.00	.0%
<b>86169094 Tinkers Creek Greenway Fund CS</b>								
8616-70-90-909-000-00-00-40-400000-		0	Contractual Services 36,750	.00	.00	.00	36,750.00	.0%
2022/04/000174 04/04/2022 BUA	36,750.00 REF Suppl							
TOTAL Tinkers Creek Greenway Fund		0	36,750	.00	.00	.00	36,750.00	.0%
<b>86169096 Tinkers Creek Greenway Fund CO</b>								
8616-70-90-909-000-00-00-60-610000-		0	Land Purchase 1,682,380	.00	.00	.00	1,682,380.00	.0%
2022/04/000174 04/04/2022 BUA	1,682,380.00 REF Suppl							

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
8616 Tinkers Creek Greenway Fund							
TOTAL Tinkers Creek Greenway Fund	0	1,682,380	.00	.00	.00	1,682,380.00	.0%
86169099 Tinkers Creek Greenway Fund ME							
8616-70-90-909-000-00-90-921000-	0	Advance Out Returns 1,210	.00	.00	.00	1,210.00	.0%
2022/04/000174 04/04/2022 BUA	1,210.00	REF Suppl					
TOTAL Tinkers Creek Greenway Fund	0	1,210	.00	.00	.00	1,210.00	.0%
TOTAL Tinkers Creek Greenway Fund	0	-20,423	-1,208.70	.00	.00	-19,214.30	5.9%
TOTAL REVENUES	0	-1,740,763	-1,208.70	.00	.00	-1,739,554.30	
TOTAL EXPENSES	0	1,720,340	.00	.00	.00	1,720,340.00	
PRIOR FUND BALANCE				575.32			
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES				1,208.70			
REVISED FUND BALANCE				1,784.02			

# PORTAGE COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2022 4 TO 2022 4

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	526,497	1,301,789	-826,592.08	83,743.36	207,462.54	1,920,918.89	-47.6%

\*\* END OF REPORT - Generated by Denise Dumaurier \*\*

**To: Portage Park District Board of Commissioners**  
**From: Christine Craycroft, Executive Director**  
**Re: Executive Director's Staff Update and Meeting Materials**  
**Board of Commissioners Regular Meeting**  
**May 23, 2022 6:00 PM**



## **Administration/Special Projects**

### **1. Administration**

- a. Coordination with architects and engineers with ongoing projects and plans.
- b. Consultation with legal counsel on addressing encroachments and developing contract templates.
- c. Received updated plan for the Davey Tree east campus project adjacent to the PPD Franklin Bog. The site is now known as SEED: Science, Employee Education and Development
- d. Continued coordination with consultant engineers for the Camp Spelman dam. The Emergency Action Plan has been submitted to ODNR for approval. Letters were sent to Franklin Township, Sugarbush Knolls, the Camp Spelman neighbors and the potentially impacted downstream landowners regarding the Lake Spelman dam conditions and the Park District's desire to either remove the dam and restore the historic wetlands, or to encumber the property with a permanent conservation easement and offer the property for sale through public bid. The Board will consider the matter again at the May Board meeting.
- e. Drafting 2023 Estimated Tax Budget with forecasting through 2024, the last levy year of the levy, with final year of levy proceeds in 2025.
- f. Requested information from Auditor's office for planning the renewal or replacement of the Park District's current ½ mill 10-year operating levy passed by voters in May, 2014. The levy expires at the end of 2023; 2024 is the last year of levy proceeds. The soonest a ballot issue for renewal or replacement can be placed on the ballot is in November 2023. Using the current tax year 2021 rates and values the yearly estimates for levy options are:
  - i. 0.5 mill renewal (continue based on property valuations from 2014) - \$1,791,023 – estimated yearly cost to homeowner per \$100,000 market valuation is \$13.47
  - ii. 0.5 mill replacement (based on updated property valuations) – 2,226,583 – estimated yearly cost to homeowner per \$100,000 market valuation is \$17.50
  - iii. 0.5 mill renewal (2014 valuations) with 0.5 mill increase (current valuations) - \$4,017,606 – estimated yearly cost to homeowner per \$100,000 valuation is \$30.97

### **2. Human Resources**

- a. Operations Manager continues to review and interview for Maintenance III and Maintenance II open positions.
- b. Continued review of staffing needs, current positions and compensation.

### **3. Land Acquisition/Restoration**

- a. Seasons Road Fen project: Closed on the acquisition-Portage Park District is now the owner. Contract with chosen design-build firm is under legal review.



## **Park Operations, Maintenance, Improvement**

### **1. Maintenance**

- a. Continued routine tasks including trash removal and restroom cleaning, inventory and supplies management, downed tree removal, building maintenance, equipment and vehicle maintenance.
- b. Continued weekly monitoring of Camp Spelman dam and removal of vegetation on the park district's portion of the dam, per the ODNR-approved Operations Maintenance and Inspection manual.
- c. Constructed and maintenance of temporary siphon drain at Trail Lake Park. Regular monitoring and maintenance.
- d. Participated in annual WRLC conservation easement stewardship visits
- e. Communications as necessary with oil and gas lessees regarding maintenance issues on park properties including access drives, fencing and safety issues.

### **2. Park Improvements**

- a. Continued progress at Dix Park Story Walk trail and natural play area preparation. Seeking quotes for Dix Park shelter.
- b. Worked with NAS Lange to complete the preliminary access trail at Kent Bog Expansion.

## **Public Engagement**

### **1. Communications/Marketing**

- a. The May newsletter hit 53.4% open rate. Our highest yet!
- b. We are actively working on our mailing list, clearing out addresses and added new in a variety of ways.
- c. YOUR Portage Parks photo shoots took place May 16-May20, with additional shoots to be organized throughout the year as needed.
- d. Additional activities include: updating website with preserve information, kiosk protocol and updates, traffic counter install and monitoring, community event/speaking events scheduling and planning

### **2. Partnerships:**

- a. Communications coordination with the Portage Park District Foundation
- b. New program marketing coordination and support: Reforest Portage Parks; Portage Perfect Pet

### **3. Education:**

- a. Planning continues for the Nature Play Area and Story Trail at Dix Park
- b. Program registration & attendance continues to be strong
- c. Kent Bog Expansion Preserve Peeks held in May. 2022 preserve peek attendees have been sent the master plan update survey for planning feedback.
- d. Park Rx: Spring Into Health series is underway for May & June. Community health partners for this series include University Hospitals, Portage County Health District, WIC, and Sequoia Wellness.
- e. Owlbert's Adventures for ages 3-6 are curated monthly by Becca to connect our younger park friends with nature
- f. Senior hikes in cooperation with the Portage Senior Center and Streetsboro Senior Center.
- g. Brown Middle School (Ravenna) nature exploration – 75 students

Henry Defer Intermediate (Streetsboro) native wildlife habitat assembly – 300 4th & 5<sup>th</sup> grade students; Harmon Middle School (Aurora) hiking safety program – 250 6th grade students; Davey Elementary & St. Patrick's school (Kent) River Day program – 300 students

### **Natural Areas Stewardship**

#### **1. Stewardship and Restoration**

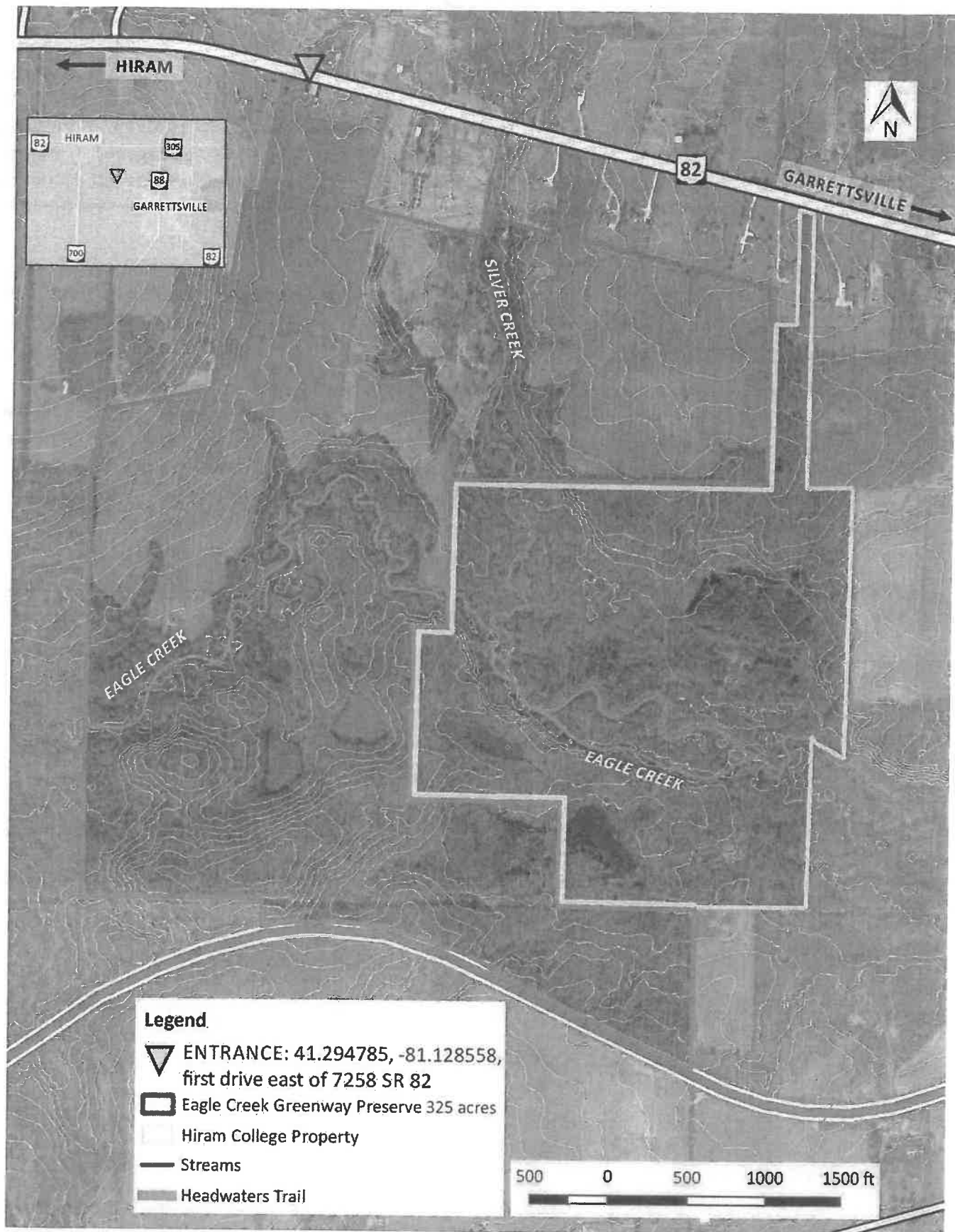
- a. Reforestation- site prep and planting seedlings at Eagle Creek Greenway with assist from Ops and volunteers
- b. Beaver dam and siphon drain monitoring at Camp Spelman and Trail Lake to maintain water levels in lakes.
- c. WRLC Annual conservation easement stewardship visits
- d. Kent Bog Expansion temporary access trail with Ops staff
- e. Seasons Road Fen project team meeting
- f. Restoration planning for Bird Family Bog with WCC and EnviroScience

#### **2. Partnership/Collaboration**

- a. Garlic mustard challenge with City of Green and Put-In-Bay Twp. Park District. A total of 804 lbs. was pulled in one day at Shaw Woods (43.5), Towner's Woods (134.99) and Dix Park (425.74) by volunteers.
- b. Assisted Hiram College with prescribed fires

### **Ranger Department for the month of April**

1. Patrol Now fully uniformed. Park patrol and visitor contact has increased with the warmer weather.
  - a. 37 people in the parks encountered while hiking 41.72 miles and biking 9.76 miles. Twelve building checks were also conducted.
2. Partnerships
  - a. Completed quarterly update of WENS
  - b. Outreach letters were sent to the following organizations, with overlapping jurisdiction, Brimfield PD, Garrettsville PD, Kent PD, Mantua PD, Ravenna PD, Streetsboro PD, and Portage County Sheriff.
3. Program support
  - a. Attended Owlbert's Adventures and Senior Hike.
4. Encroachments
  - a. Went on site visits with Western Reserve Land Conservancy (WRLC) to Franklin bog, Towners Woods, Morgan Park, and Gray Birch Bog.
  - b. Started addressing encroachments noted by the WRLC, at Chagrin Headwaters Preserve and Gray Birch Bog, Eagle Creek Greenway
5. Training Completed six hours of Continuing Professional Training.



*The mission of the Portage Park District is to conserve Portage County's natural heritage and provide opportunities for its appreciation and enjoyment*

## INVITATION FOR SEALED BIDS

### PROPOSED SALE OF CONSERVATION LAND IN FRANKLIN TOWNSHIP

#### (Property known as Camp Spelman)

The Portage Park District (PPD) Board of Commissioners has determined that the sale of this property is in the public interest and is soliciting offers for the purchase of 58.08 acres of real property located at 7650 Ferguson Road, Franklin Township, Portage County, Ohio. Bids will be accepted until 12:00 noon, Friday, September 2, 2022 at the Portage Park District Operations Center, 8505 Nicodemus Road, Ravenna, OH, 44266, after which time they will be opened and read aloud. The Board has the right to reject any and all bids, readvertise and/or retract this invitation for bids at its sole and exclusive discretion.

Property shall be sold to the *highest and best* bidder, as determined in the Board's sole and exclusive discretion. In addition to submission of a financial bid, bidders are invited to address why the Park District should consider their bid as "best" in light the District's public mission and its goals of conservation, education and recreation. The Board of Park Commissioners will consider and evaluate bids at its September 26, 2022 meeting.

The property available for bid includes approximately 20-acres of wetland, approximately 10 acres of a shared approximately 13-acre man-made lake with an earthen dam, open areas and forest. The dam's primary and emergency spillways are located on adjacent private property. Any oil and gas lease and mineral rights will transfer with the deed.

The Ohio Department of Natural Resources Division of Dam Safety recently classified the man-made earthen dam creating the lake as a Class I dam. Engineering studies and the ODNR-required Operations Maintenance and Inspection (OMI) Manual and Emergency Action Plan (EAP) that identify improvements and maintenance necessary to comply with dam safety regulations are available for inspection and review as part of the bid package.

Prior to transfer of the property, the Park District will record a conservation easement that describes permitted and prohibited uses to protect conservation values, see attached draft. Residential development will not be permitted, however improvements for recreational and educational use can be constructed within the 2 acres of identified building envelopes, shown in the attached map.

There is no minimum bid, however a 10% Buyer's Premium on top of the bid price, plus \$7,500 to cover conservation easement transaction and stewardship fees, will be added to the chosen bid to establish the final purchase price. The successful bidder will execute a purchase agreement with the Park District and must be able to close on the sale within 45 days of notice of selection. Bidders must submit proof of funds from a financial institution with their bid.

Property information is provided in good faith to inform potential bidders and is thought to be correct but is not guaranteed. Property to be sold 100% "as-is". The bid package is available for download from [www.portageparkdistrict.org](http://www.portageparkdistrict.org) or by request and includes:

- Bid Form
- Property Summary; Deed; Title Report
- Conservation Easement and maps
- Dam Existing Conditions Report; Dam Operations Maintenance and Inspection Manual; Emergency Action Plan

Pre-bid property tours are scheduled for: Friday, June 24<sup>th</sup> 1:00-4:00 pm; Saturday, July 20<sup>th</sup>, 9:00-Noon; Wednesday, August 17<sup>th</sup>, 1:00-4:00 pm

## CAMP SPELMAN BID FORM

Name of Bidder(s): \_\_\_\_\_

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

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

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

Financial Offer: \$ \_\_\_\_\_

Attach a pre-approval letter or Proof of Funds from financial institution.

Attach any other relevant information for Park Board consideration that the bidder would like to provide along with the financial offering that would constitute their highest and best bid in their sole discretion. In addition to submission of a financial bid, bidders are invited to address why the Park District should consider their bid as “best” in light the District’s public mission and its goals of conservation, education and recreation. The Board has the right to reject any or all bids, readvertise and/or retract this invitation for bids.

By signing below, I confirm that I have reviewed the property information and understand the terms of sale per the Request for Bids, including that the property will be sold “as-is” and encumbered with a Conservation Easement prior to transfer.

Upon selection of the successful bidder, the Park District will provide a purchase and sale agreement for execution, and the successful bidder will be required to make a non-refundable earnest money deposit of 15% of the agreed-upon sale price upon execution of the purchase and sale agreement.

The bid must be in a sealed envelope marked “Camp Spelman Bid” and be received by noon, September 2, 2022 by mail or hand-delivery to: .

Christine Craycroft, Executive Director  
Portage Park District  
8505 Nicodemus Road  
Ravenna, OH 44266

**AMENDED AND RESTATED  
GRANT OF CONSERVATION EASEMENT  
AND  
COVENANT FOR STEWARDSHIP FEES**

This Amended and Restated Grant of Conservation Easement and Covenant for Stewardship Fees (this “**Amended Grant**” or this “**Amended Conservation Easement**”) is made by Portage Park District (“**Grantor**”), a park district formed under authority of Chapter 1545 of the Ohio Revised Code, to Western Reserve Land Conservancy (“**Grantee**”), an Ohio nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, on June 16, 2010, Grantor executed and delivered to Grantee, an instrument titled Grant of Conservation Easement (the “**Original Easement Grant**”), which instrument was accepted by Grantor and filed for record June 16, 2010 as Instrument No. 201009263 of Portage County Records; and

**WHEREAS**, the Original Easement Grant encumbered a 3.5-acre portion of permanent parcel number 12-078-00-00-004-001 located in Franklin Township, Portage County, Ohio (the “**Original Protected Property**”); and

**WHEREAS**, Grantor, being the owner in fee simple of the entire permanent parcel number 12-078-00-00-004-001 aggregating approximately 58 acres in area, located on Ferguson Road in Franklin Township, Portage County, Ohio (the “**Property**”), now wishes to subject the balance of said Property to the terms of this Amended Conservation Easement thereby amending the definition of “Protected Property”, as defined in the Original Easement Grant, to include the entire Property (the “**Protected Property**”), legally described in Exhibit A and further described and depicted in a Baseline Documentation Report designated Exhibit B, with the Property Identification map of Exhibit B depicting the redefined Protected Property in crosshatch, both of which exhibits are attached hereto and made a part hereof; and



**WHEREAS**, it is the intent of the parties hereto that this Amended Conservation Easement will amend and restate, in its entirety, the Original Conservation Easement and any conflict between the Original Conservation Easement and this Amended Conservation Easement is to be resolved in favor of the terms and conditions contained in this Amended Conservation Easement; and

**WHEREAS**, the Protected Property possesses significant scenic, natural, and open space values (collectively, the “**Conservation Values**”) of great importance to Grantor, Grantee, to the residents of Franklin Township, Portage County, and to the State of Ohio; and

**WHEREAS**, Grantor and Grantee agree that the Baseline Documentation Report provides an accurate representation of the Protected Property and the Conservation Values as of the effective date of this Amended Grant and that it is intended to serve as an objective information baseline for monitoring compliance with the terms of this Amended Grant; and

**WHEREAS**, the Protected Property is located within Grantee’s service area and has substantial value as a scenic, natural, and educational resource in its present state as a natural, scenic, and open area, constituting a natural habitat for plants and wildlife; and

**WHEREAS**, the Protected Property is located in close proximity to several other reserved properties, thereby creating a significant opportunity to connect those properties and the Protected Property to establish a corridor of preserved properties in this area of recent moderate development pressure; and

**WHEREAS**, the Protected Property consists of a valuable upland buffer which will preserve water quality and habitat of a category 3 wetland; and

**WHEREAS**, the Protected Property is in part open fields and in part woodlands, wetlands, and stream corridors, all of which are described and depicted in Exhibit B; and

**WHEREAS**, the Protected Property contains approximately \_\_\_\_\_ linear feet of \_\_\_\_\_, a tributary to the \_\_\_\_\_ River; and

**WHEREAS**, the Protected Property contains [insert tree and plant species highlights here]; and

**WHEREAS**, [INSERT ADDITIONAL PROPERTY-SPECIFIC RECITALS HERE, INCLUDING (HOPEFULLY) A DESCRIPTION OF CLEARLY DELINEATED GOVERNMENTAL POLICIES]

**WHEREAS**, there are situated on the Protected Property an existing driveway, parking area and an old dam structure (the “**Existing Improvements**”) as described and depicted in Exhibit B; and

**WHEREAS**, Grantee is a charitable organization referred to in Section 5301.69 of the Ohio Revised Code (“**ORC**”) and Section 501(c)(3) of the Internal Revenue Code of 1986 (“**IRC**”), as

amended, and the regulations promulgated thereunder, and is authorized to acquire conservation easements in accordance with the provisions of ORC Section 5301.69(B); and

**WHEREAS**, Grantee is a “qualified organization,” as that term is defined in IRC Section 170(h); and

**WHEREAS**, Grantor and Grantee recognize the aforesaid Conservation Values of the Protected Property in its present state, and have, by the conveyance and acceptance of this Amended Conservation Easement, respectively, the common purpose of (a) conserving and protecting the Protected Property in perpetuity as natural habitat for plants and wildlife, (b) providing long-term benefits to the citizens of Franklin Township, Ohio and Portage County by operating the Protected Property as a Passive Use Public Park (as hereinafter defined), and (c) preventing the use or development of the Protected Property contrary to the mission of Grantor’s park commission to preserve, conserve and protect the natural features of Portage County, Ohio (the “**Park District Mission**”); and

**WHEREAS**, “**Passive Use Public Park**” means a park that is operated for Passive Park Uses, as distinguished from active uses; and

**WHEREAS**, “**Passive Park Uses**” excludes active recreational uses, such as sports fields and courts, golf courses and motor vehicle tracks, but includes uses and management practices which (a) maintain and enhance environmental quality, (b) provide sanctuary for native plants and animals, (c) avoid significant degradation of soils, wildlife, plant habitats and water quality by use of vegetative buffers along streams and wetlands, and (d) limit physical alteration of the Protected Property to creation and maintenance of trails and to the Future Improvements and to those activities not otherwise restricted by subparagraph 4(c); and

**WHEREAS**, “ecological, scientific, educational, and aesthetic value,” “natural, scenic and open condition” and “natural values” as used herein shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Protected Property at the time of this Amended Grant, meaning that native plants and wildlife are permitted to exist in a relatively natural state; and

**WHEREAS**, Grantor and Grantee intend that this Amended Conservation Easement shall be a “conservation easement” as defined in ORC Section 5301.67; and

**WHEREAS**, Grantee is willing to accept this Amended Conservation Easement subject to the reservations and to the terms, conditions and obligations set out herein; and

**WHEREAS**, consistent with IRC regulations Section 1.170A-14(c) requiring Grantee to have a commitment to protect the Conservation Purposes (as defined below) and the resources to enforce

the restrictions contained in this Amended Grant, (a) Grantee's obligation under this Amended Conservation Easement entails a commitment to defend the ecological, scientific, educational and aesthetic value, the natural, scenic and open condition, and natural values of the Protected Property; (b) significant costs are necessary to carry out this commitment; and (c) accordingly, Grantor and Grantee have reached agreement on the payment by Grantor of a stewardship fee as described in paragraph 18 below.

**NOW, THEREFORE**, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual promises, covenants, terms, conditions and restrictions hereinafter set forth, with the intention of making an absolute and unconditional gift, Grantor does hereby grant, give, and convey unto Grantee its successors and assigns, in perpetuity, an Amended Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property pursuant to the Park District Mission as scenic, natural, and open areas, and as habitat for plants and wildlife and as a Passive Use Public Park, and together with the right of visual access to and views of the Protected Property in its scenic, natural and predominately undeveloped wooded and open condition. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described in this Amended Grant.

**A. PURPOSES FOR WHICH THIS AMENDED CONSERVATION EASEMENT IS GRANTED:**

This Amended Conservation Easement is granted for the purposes (the "**Conservation Purposes**") of the (a) protection of a relatively natural habitat of fish, wildlife or plants, or similar ecosystems, (b) preservation of open space and forest land, together with the right of visual access to and a view of the Protected Property by the general public in its scenic, relatively natural and predominantly undeveloped, wooded and open condition, which will yield a significant public benefit, and (c) use of the Protected Property as a Passive Use Public Park in order to preserve and foster outdoor recreation and education of the general public.

**B. TERMS, CONDITIONS, AND RESTRICTIONS OF THIS AMENDED CONSERVATION EASEMENT:**

**1. General Reserved Rights.**

- (a) Ordinary Rights and Privileges of Ownership. Grantor reserves all ordinary rights and privileges of ownership, including the right to sell and lease the Protected Property, as well as the right to continue the use of the Protected Property for all purposes consistent with the Conservation Purposes not destructive of Conservation Values, and not expressly prohibited or conditioned hereunder; provided that nothing contained in this Amended Conservation Easement shall relieve Grantor of any obligation with respect to the Protected Property or restrictions on the use of the Protected Property imposed by law. Grantor reserves the right to engage in all acts or uses on the Protected Property that are not prohibited by governmental statute or regulation, are not expressly prohibited or conditioned herein, and are not inconsistent with the Conservation Purposes.
- (b) Use of Fertilizers and Herbicides. Grantor reserves the right to use natural and chemical fertilizers and herbicide controls on the Protected Property; provided such use is in compliance with all applicable federal, state and local statutes and regulations, but only to the extent such use does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes.
- (c) Tree Planting. Grantor reserves the right to plant anywhere on the Protected Property a diversity of native or non-invasive species of trees, shrubs and herbaceous plant materials in a manner that does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes. Provided, also, the Grantor will not introduce into the Protected Property any plant species as defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. The Grantor may reseed disturbed areas with high quality, certified weed-free seed that is commonly used and that is acceptable to the natural resource agencies in the State of Ohio.
- (d) Tree Removal. Grantor reserves the right to remove (i) from anywhere on the Protected Property dead, diseased or materially damaged trees and trees that pose a danger to human life or neighboring properties, and (ii) trees from areas within which existing trails are being widened or new trails created (as provided in

subparagraph 4(c); provided, however, that any such removal does not impair significant conservation interests as described in the IRC.

2. **Major Reserved Rights.**

- (a) Existing Improvements. Notwithstanding anything to the contrary contained in this Amended Grant, Grantor and Grantee agree that the Existing Improvements may continue to be maintained, repaired and replaced in their present location on the Protected Property.
- (b) Future Improvements. Notwithstanding anything to the contrary contained in this Amended Grant, Grantor and Grantee agree that non-residential structures and associated improvements typically used in parks, such as, but not limited to, pavilions, parking areas, roads for access to parking areas and for management and maintenance activities, restroom facilities, fencing, landscaping and lawns (collectively, the “**Future Improvements**”), may be constructed and thereafter maintained (including mowing of the lawns), remodeled or expanded on the Protected Property, provided that all such construction or expansion remains entirely within one or both of those areas depicted on the Future Improvements map of Exhibit B (the “**Future Improvement Areas**”); it being understood that the Future Improvements Areas may be cleared, graded, and otherwise impacted for the purpose of the permitted Future Improvements. Additionally, Future Improvements consisting of roads for access to the parking areas may be constructed outside of the Future Improvement Areas provided that such access roads are not located within 100 feet of any wetland or stream corridor and the construction and maintenance thereof is completed in a manner that does not result in an adverse impact upon the Conservation Values intended to be protected by this Amended Grant.
- (c) Restoration Activities. Grantor reserves the right, notwithstanding any provision to the contrary in this Amended Grant, to engage in restoration and other long term management activities on the Protected Property, including the repair, replacement or removal of the existing dam structure, consistent with and as necessary to further the purposes of this Amended Conservation Easement; provided that such restoration and long term management activities are not detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and are otherwise consistent with the Conservation Purposes and Conservation Values. Grantee hereby disclaims any responsibility or liability for the existing dam structure and

notwithstanding any provision of this Amended Grant shall not be responsible for, or required to take any action to repair, replace, remove or rebuild said existing dam structure.

3. **Notice of Exercise of Reserved Rights.** As required by IRC regulations Section 1.170A-14(g)(5)(ii), Grantor agrees to notify Grantee, in writing, before exercising any Major Reserved Right reserved by Grantor in paragraph 2 of this Amended Grant, which shall be subject to Grantee's approval or withholding of approval pursuant to paragraph 7, below.

4. **Use Restrictions.**

(a) **Structures; Signs.**

- (i) **Structures.** Except for the Existing Improvements and the Future Improvements, and except as may otherwise be provided in this Amended Grant, no residential, commercial, governmental or industrial structures, including, but not limited to, buildings, outbuildings, communication towers, asphalt, concrete or other impermeable surfaces, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.

- (ii) **Signs.** Except as may otherwise be provided in this Amended Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs which are reasonably consistent with the use and operation of the Protected Property as a passive use public park and whose placement, number and design do not significantly diminish the scenic character of the Protected Property, including signs that (A) state the name and address of the Protected Property; (B) state the fact that the Protected Property is protected by this Amended Conservation Easement; (C) facilitate directions; (D) promote educational activities; (E) post the Protected Property to control unauthorized entry or use; and (F) identify sources of funding as required by such sources. Nothing contained herein shall prohibit short-term, temporary signs, advocating or opposing political causes or candidates, provided that such signs are installed within a reasonable time period prior to political elections and removed immediately after same.

- (b) **Waste Disposal.** Except for leaves, mulch, wood chips and other similar materials typically used in the creation of compost (collectively, the "**Compost Materials**") generated on the Protected Property or for Compost Materials brought onto and used

exclusively on the Protected Property for landscaping purposes in a manner compatible with the Conservation Purposes, there shall be no (i) dumping of Compost Materials or of soil, trash, garbage, waste, or other unsightly or offensive material; (ii) placement of underground storage tanks; or (iii) application, storage, or placement of raw, untreated municipal, commercial or industrial sewage sludge or liquid generated from such sources on the Protected Property.

- (c) Filling or Excavation. Except as may otherwise be provided in this Amended Grant, there shall be no fillings, excavations, construction of roads or other changes in the general topography of the Protected Property in any manner except the maintenance of existing and permitted low-impact, pervious trails or access roads (including placement of culverts and bridges associated with such trails or roads) and that caused by the forces of nature; provided, however, that existing trails may be widened and new trails may be created so long as they do not exceed eight feet in width, they are not covered with impervious materials and any tree removal involved in such widening or creation is restricted exclusively to the trail corridors. All trails and roads will be limited in scope and all trails and roads will be installed and maintained using best management practices to prevent soil erosion and other impacts on the Protected Property. Any activities permitted by this subparagraph 4(c) shall not be detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and shall be otherwise consistent with the Conservation Purposes and the Conservation Values.
- (d) Mining. Pursuant to IRC Section 170(h)(5)(B), there shall be no surface mining permitted on the Protected Property.
- (e) Oil and Gas Exploration. Except as otherwise may be permitted in this Amended Grant, there shall be no drilling for oil, gas or similar substances from the Protected Property. Notwithstanding the forgoing sentence, nothing herein shall prohibit Grantor from committing the Protected Property as part of a drilling unit whereby extraction of subsurface oil, gas or similar substances is performed from infrastructure sited on properties other than the Protected Property; provided there shall be no surface impacts from such activities on the Protected Property.
- (f) Habitat Disturbance. Except as otherwise permitted in this Amended Grant, Grantor shall not cut down, remove or destroy native trees or other plants.
- (g) Power Lines or Communications Towers. Except for utility lines necessary for structures, uses and activities permitted on the Protected Property and as may be

permitted by utility easements of record at the time of this Amended Grant, there shall be no power transmission lines or communications towers erected on the Protected Property and no interests in the Protected Property shall be granted for such purpose.

- (h) Manipulation of Water Courses. There shall be no manipulation or alteration of natural water courses, marshes, or other water bodies or activities or uses detrimental to water quality; provided that existing lakes, dams and ponds, if any, on the Protected Property may be maintained, repaired, removed, replaced and expanded. The Protected Property includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, the “**Water Rights**”). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the consent of Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the consent of Grantee.
- (i) Limitation on Motor Vehicles. No motorized vehicles shall be operated on the Protected Property except in the confines of the Future Improvement Areas, on access road permitted herein, driveways and parking areas included as part of the Existing Improvements, and pickup trucks, tractors, and non-recreational all-terrain vehicles that are used in connection with maintenance, monitoring and management activities. Any permitted use of motorized vehicles on the Protected Property shall be in such a manner so as not to cause rutting or other damage to the surface of the Protected Property that could create a potential for erosion or contribute to other adverse impacts to the Conservation Values.
- (j) Density Yield; Transfer of Development Rights. The acreage constituting the Protected Property shall not be taken into consideration and may not be used when calculating the lot area, building density, lot coverage, open space, or natural resource use for any future development of any property. Grantor may not transfer (whether or not for compensation) any development rights encumbered or extinguished by this Amended Grant.
- (k) Subdivision. The parcel presently constituting the Protected Property shall not be divided, subdivided or partitioned and any future conveyance shall include the entirety of the Protected Property.



- (l) Commercial Recreational Use. Except for those uses considered “*de minimis*” according to the provisions of IRC Section 2031(c)(8)(B), there shall be no commercial recreational use of the Protected Property.
5. Real Property Interest. This Amended Conservation Easement constitutes a real property interest immediately vested in Grantee binding upon Grantor and Grantee, their respective agents, personnel, representatives, heirs, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.
6. Right to Enter and Inspect. Grantee, or its duly authorized representatives, may enter the Protected Property at all reasonable times, after not less than 24 hours written or telephone notice, for the purposes of inspecting the Protected Property in order to further the objectives of and determine compliance with the terms of this Amended Conservation Easement; provided that no such notice need be given prior to Grantee entering the Protected Property under emergency circumstances. For the purpose of this provision, “emergency circumstances” shall mean that Grantee has a good-faith basis to believe that a violation of this Amended Conservation Easement is occurring or is imminent.
7. Grantee’s Approval and Withholding of Approval. When Grantee’s approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor’s written request therefor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of Approval, and the conditions, if any, on which approval might otherwise be given.
- (a) Approval by Grantee of Certain Uses or Activities. Grantor’s exercise of the Major Reserved Rights under paragraph 2 of this Amended Conservation Easement shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee’s evaluation of the request shall generally take into account the criteria included at subparagraph 7(b), below, as they relate to the activity itself as well as to the site for the proposed activity, and Grantee’s approval shall not be unreasonably withheld.
- (b) Approval by Grantee of Sites. The exercise of the right to construct structures, improvements or other surface disturbing activity shall be subject to the prior approval by Grantee of the site for such proposed activity. Grantor shall request such approval in writing and shall include therewith information identifying the proposed site with reasonable specificity, evidencing conformity with the requirements of the applicable

paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:

- (i) the extent to which use of the site for the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads;
- (ii) the extent to which use of the site for the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;
- (iii) the extent to which use of the site for the proposed activity would impair water quality;
- (iv) in the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted;
- (v) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values.

Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement on suitable sites in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 7. Notwithstanding the foregoing, Grantee's approval of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with or impair the Conservation Values of the Protected Property.

- (c) Notice to Grantee. Following the receipt of Grantee's approval when required under subparagraph 7(a) or subparagraph 7(b), and not less than thirty (30) days prior to the commencement of any use or activity approved under subparagraph 7(a) or 7(b), Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. When such information was not provided to Grantee under the requirements of subparagraph 7(b), the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days after receiving Grantor's written notice. Nothing in this paragraph shall diminish or limit Grantor's obligations

under paragraph 17, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Protected Property.

- (d) Breach. Failure to secure such approval or give such notice as may be required by this paragraph 7 shall be a material breach of this Amended Conservation Easement notwithstanding any other provision of this Amended Conservation Easement and shall entitle Grantee to such rights or remedies as may be available under this Amended Conservation Easement.

8. Grantee's Remedies. In the event of a violation of the terms of this Amended Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Amended Conservation Easement, to enjoin the violation *ex parte* if necessary, by way of temporary or permanent injunction, to recover from Grantor any damages to which it may be entitled for violation of the terms of this Amended Conservation Easement or damage to any of the Conservation Values arising from such violation, including damages for diminished environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such damage, without limiting Grantor's liability therefor. Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its reasonable discretion, determines that circumstances require its immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph upon giving notice to Grantor of such circumstances but without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violation of the terms of this Amended Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Amended Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both temporary and permanent, in addition to such other relief to which Grantee may be entitled,

including specific performance of the terms of this Amended Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph apply to violations caused directly by Grantor or by third persons, whether or not claiming by, through or under Grantor, and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions and purposes of this Amended Conservation Easement by prior failure to act. Any costs incurred by Grantee in enforcing the terms of this Amended Conservation Easement, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the violation of the terms of this Amended Conservation Easement shall be borne by Grantor.

9. **Upkeep and Maintenance.** Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.
10. **Liability and Indemnification: Insurance.** Grantor and Grantee acknowledge and agree that Grantor retains the fee simple ownership of the Protected Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Amended Conservation Easement. Grantor therefore agrees that general liability for risks, damages, injuries, claims or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property ownership. Accordingly, Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property and not caused by Grantee or its agents, contractors or invitees. Grantor shall keep the Protected Property insured with comprehensive general liability insurance in reasonable amounts (which insurance shall cover the contractual indemnity obligations of Grantor to Grantee hereunder) against claims for personal injury, death and property damage, cause Grantee to be named as an additional insured on such insurance policies, and provide evidence of such insurance to Grantee as of the effective date of this Amended Conservation Easement and periodically thereafter as such insurance coverage is renewed or replaced. Such evidence shall be in the form of a certificate of insurance which (a) indicates that Grantee is an additional insured; and

(b) requires written notice from the insurer to Grantee not less than 30 days before making a material change in or canceling such coverage.

11. **Taxes.** Grantor shall pay all taxes validly assessed and levied against the Protected Property, including any such taxes validly levied and assessed against this Amended Conservation Easement by competent authorities, it being understood that no taxes are presently levied against conservation easements generally in the State of Ohio, or, to the knowledge of Grantor or Grantee, are such taxes contemplated by any taxing authority with jurisdiction over the Protected Property. At its option, Grantee may, but shall not be obligated to, discharge any tax lien (or other encumbrance) at any time levied or placed on the Protected Property should Grantor fail to do so. Before doing so, Grantee shall give Grantor notice of its intention to discharge any such tax lien or other encumbrance and Grantee shall not proceed unless Grantor has failed to discharge such tax lien or other encumbrance within 30 days after the giving of such notice. Grantor shall reimburse Grantee on demand for any payment so made.
12. **Incorporation in Subsequent Instruments.** In order to assure that the transferee of title to or a possessory interest in the Protected Property is aware of the existence of this Amended Grant, Grantor agrees that a reference to this Amended Conservation Easement shall be incorporated in any subsequent deed, or other legal instrument, by which Grantor divests either the fee simple title to, or a possessory interest in, the Protected Property.
13. **Amendment; Discretionary Approval.**
  - (a) **Background.** Grantee and Grantor recognize that future circumstances that are unforeseen at the time of this Amended Grant may arise which make it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Values of the Protected Property and to guaranty the perpetual nature of this Amended Conservation Easement. Any such action, if determined to be beneficial or necessary, shall be in the form of either (i) an amendment, in the case of a permanent modification of the terms of this Amended Conservation Easement, including but not by way of limitation, a clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, in the case of a temporary activity or impact relating to the maintenance or management of the Protected Property which does not require a permanent modification of the Amended Conservation Easement terms. All amendments and discretionary approvals shall be subject to this paragraph 13. Nothing in this paragraph, however, shall require Grantor or Grantee to consult or negotiate regarding, or to agree to any amendment or discretionary approval.

- (b) Amendment. This Amended Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this Amended Conservation Easement unless (i) Grantor submits a written request for amendment pursuant to Grantee's existing amendment policy and such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments; and (ii) the effect of such amendment is neutral with respect to or enhances the Conservation Purposes. Any such amendment shall be consistent with the purposes of this Amended Grant and shall comply with IRC Sections 170(h) and 2031(c) and shall also be consistent with ORC Sections 5301.67 through 5301.70 and any regulations promulgated pursuant to such sections. Any such amendment shall be recorded in the Official Records of Portage County, Ohio. Grantor and Grantee may amend this Amended Conservation Easement to be more restrictive to comply with the provisions of IRC Section 2031(c). Grantee shall require subordination of any mortgage as a condition of permitting any amendment to this Amended Conservation Easement.
- (c) Discretionary Approval. Grantee's consent for activities otherwise prohibited under this Amended Conservation Easement may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, the performance of an activity prohibited under this Amended Conservation Easement is deemed beneficial or necessary by Grantor, Grantor may request, and Grantee may in its sole discretion grant, permission for such activity without resorting to the formalities of Grantee's amendment policy and process, subject to the following limitations. Such request for Grantee's consent shall (i) be made, and Grantee shall consider and respond to such request in accordance with the provisions of paragraph 7, entitled "Grantee's Approval or Withholding of Approval"; and (ii) describe the proposed activity in sufficient detail to allow Grantee to evaluate the consistency of the proposed activity with the purpose of this Amended Conservation Easement. Grantee may grant its consent only if it determines that (x) the performance of such activity is, in fact, beneficial or necessary; and (xi) such activity (A) does not violate the purpose of this Amended Conservation Easement, and (B) results in an outcome that is neutral with respect to or enhances the Conservation Purposes of this Amended Conservation Easement.

- (d) General. Notwithstanding the foregoing, Grantee and Grantor shall have no power or right to agree to any activity that would (i) result in the extinguishment of this Amended Conservation Easement; (ii) adversely affect the perpetual nature of this Amended Conservation Easement; (iii) adversely affect the qualification of this Amended Conservation Easement or the status of Grantee under any applicable laws, including IRC Sections 170(h) and 501(c)(3) and the laws of the State of Ohio; or (iv) result in either private benefit or inurement to any party. For purposes of this paragraph, the terms private benefit and inurement shall have the same meanings ascribed to them in IRC Section 501(c)(3) and associated Treasury Regulations.
14. Assignment. Grantee may transfer or assign all or less than all of Grantee's rights and obligations under this Amended Conservation Easement if, in Grantee's opinion, the purposes of this Amended Conservation Easement are better served by this Amended Conservation Easement being held in the name of another organization or in the name of more than one organization which is a qualified organization at the time of transfer under IRC Section 170(h)(3) and the laws of the State of Ohio (especially ORC Section 5301.69), and is acceptable to Grantee. The selection of the transferee shall be made by the Board of Trustees of Grantee or if Grantee has ceased to exist, the statutory or court appointed successors of the last Board of Trustees of Grantee. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Amended Conservation Easement is intended to advance continue to be carried out.
15. Extinguishment.
- (a) Limitation. If future circumstances render the purposes of this Amended Conservation Easement impossible to accomplish, this Amended Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of subparagraph 15(b), adjusted, if necessary, to reflect a partial termination or extinguishment of this

Amended Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Amended Conservation Easement.

- (b) Percentage Interests. For purposes of this paragraph 15, Grantor and Grantee stipulate that, as of the effective date of this Amended Grant, this Amended Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Such percentage interests shall be determined by the ratio of (i) the value of this Amended Conservation Easement on the effective date of this Amended Grant to (ii) the value of the Protected Property, without deduction for the value of this Amended Conservation Easement, on the effective date of this Amended Grant. The values on the effective date of this Amended Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Amended Grant, pursuant to IRC Section 170(h). Such values, if available on the date hereof, are set forth in an appraisal prepared for Grantor, a copy of which Grantor shall deliver to Grantee and to be retained thereafter in Grantee's files, and Grantor and Grantee shall thereafter amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. In the event such percentage interests, for whatever reason, cannot be determined as described above, the percentage interests of Grantor and Grantee in the fair market value of the Protected Property shall be deemed to be fifty percent (50%) each. For purposes of this paragraph, the ratio of the value of this Amended Conservation Easement to the value of the Protected Property unencumbered by this Amended Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

16. Eminent Domain. It is the intent of this Amended Grant to convey to Grantee, its successors and assigns, such an interest in the Protected Property as is sufficient to discourage the exercise of the power of eminent domain by public utility and any other body or person. If all or any part of the Protected Property is taken, whether such taking involves the fee simple interest or a lesser interest, under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Protected Property subject to the taking and all incidental or direct



damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of subparagraph 15(a) (with respect to the allocation of proceeds). Such allocation shall be absolute and shall not take into account or be modified based on the relative impact of the taking on the respective interests of the parties. The respective rights of Grantor and Grantee set forth in this paragraph 16 shall be in addition to, and not in limitation of, any rights they may have at common law.

17. **Notice of Proposed Transfer.** Grantor shall give Grantee notice of the proposed transfer of any interest in the Protected Property at least 20 days prior to such transfer.
18. **Stewardship Fee.** Grantor hereby covenants, promises, and agrees to pay, or to cause the closing agent in connection with the future transfer for value of all or less than all of the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee (the "Fee") in an amount equal to ten percent (10%) of the full consideration paid, including that portion of such consideration attributable to improvements. In the event the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the Fee; provided that any lien securing payment of the Fee shall be subordinate to the lien of any first mortgage on the Protected Property. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Ohio.
19. **Separability.** Each provision of this Amended Conservation Easement and the application thereof to the Protected Property are hereby declared to be independent of and severable from the remainder of this Amended Conservation Easement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Amended Conservation Easement.
20. **Notices.** Notices or other communications hereunder shall be in writing and shall be sent certified or by registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the parties are as follows:

To Grantor: Portage Park District  
705 Oakwood Street, Suite G-4  
Ravenna, OH 44266  
Attention: Executive Director

To Grantee: Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, OH 44022  
Attention: President or General Counsel

21. **Applicable Law.** This Amended Conservation Easement shall be governed by, and construed in accordance with, the laws of the State of Ohio.
22. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Amended Conservation Easement in the event of any violation of this Amended Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Amended Conservation Easement or of any of Grantee's rights under this Amended Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.
23. **Rules of Convenience.** For convenience, masculine pronouns used in this document include the feminine and neuter pronouns, and the singular tense includes the plural tense. Additionally, all references to either Grantor or Grantee include their respective personal representatives, heirs, successors, devisees and assigns unless otherwise noted. The captions in this Amended Conservation Easement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms thereof.
24. **Counterparts.** This Amended Conservation Easement may be executed in multiple counterparts by Grantor and Grantee, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Amended Conservation Easement to which the signatures of both Grantor and Grantee have been appended shall constitute an original hereof for all purposes, all such copies constituting one and the same original, and one of which shall constitute proof of the terms of this Amended Conservation Easement without the necessity of producing any other original copy.
25. **Time of Essence.** Time is strictly of the essence in this Amended Conservation Easement.
26. **Construction.** The parties acknowledge that each party has reviewed and revised this Amended Conservation Easement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amended Conservation Easement and any amendment or exhibit hereto.

27. **Entire Agreement; Recitals and Exhibits.** This Amended Grant sets forth the entire agreement of the parties with respect to this Amended Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Amended Conservation Easement, all of which are merged herein. Any and all recitals in this Amended Conservation Easement are agreed by the parties to be accurate, are incorporated into this Amended Conservation Easement by this reference, and shall constitute integral terms and conditions of this Amended Grant. Any and all exhibits and addenda attached to and referred to in this Amended Conservation Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.
28. **Effective Date; Mortgage Subordination; Mechanics Liens.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Amended Conservation Easement is recorded in the Official Records of Portage County, Ohio, after all required signatures have been affixed hereto. Grantor (a) shall cause any mortgage encumbering the Protected Property to be subordinated to this Amended Grant effective as of the date this Amended Grant is so recorded; and (b) hereby represents to Grantee that no material or labor has been furnished to or performed on the Protected Property within the last 90 days that has not been paid for in full. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Amended Conservation Easement.
29. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this Amended Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (b) should all or a portion of the fee interest subject to this Amended Conservation Easement and the Amended Conservation Easement, itself, come to be owned by the same owner, such owner as promptly as practicable shall assign this Amended Conservation Easement of record to another holder in conformity with the requirements of paragraphs 14 and 17 (entitled "Assignment" and "Notice of Proposed Transfer", respectively). The instrument of assignment shall refer to the provisions of this paragraph, and shall contain confirmatory language suitable to reimpose this Amended Conservation Easement to the extent, if any, necessary to continue it in force.
30. **Termination of Rights and Obligations.** A party's rights and obligations under this Amended Conservation Easement terminate upon transfer of that party's interest in this Amended Conservation Easement or in the Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.

31. **Representations as to Authority.** Grantor hereby represents and warrants to Grantee that Grantor has the power to make this Amended Grant and to carry out its obligations hereunder.

**TO HAVE AND TO HOLD**, unto and to the use of Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding not only upon Grantor and Grantee, but also their respective agents, personal representatives, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

**IN WITNESS WHEREOF**, Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

**PORTAGE PARK DISTRICT**

By: \_\_\_\_\_  
Christine Craycroft  
Its: Executive Director

**STATE OF OHIO**            )  
                                      )  
**COUNTY OF** \_\_\_\_\_ )       **SS:**

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Christine Craycroft, Executive Director of Portage Park District, a park district formed under authority of Chapter 1545 of the Ohio Revised Code, on behalf of the park district.

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

**ACCEPTANCE**

The undersigned do hereby consent to and accept the within Amended Conservation Easement and all obligations imposed thereby.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE:**

**WESTERN RESERVE LAND CONSERVANCY**

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

Robert B. Owen

Its: Assistant Secretary

**STATE OF OHIO**                     )  
  )  
**COUNTY OF CUYAHOGA**        )     **SS:**

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

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

Instrument prepared by:  
Robert B. Owen, Esq.  
Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, Ohio 44022

## RESOLUTION 2022-18

### Re: Camp Spelman Bid for Sale

- WHEREAS:** The Portage Park District passed RESOLUTION 2022-12 on March 28, 2022, describing the current conditions of the Camp Spelman and directing the Executive Director to investigate options for the sale or transfer of Camp Spelman, including consultation with legal counsel and the Portage County Probate Court Judge, and providing information to affected landowners in the area, and
- WHEREAS:** Letters have been sent to neighbors, Franklin Township and Sugarbush Knolls Village describing the existing conditions of Camp Spelman and providing notice of the Park District's intention to relieve itself of the liability, cost and management issues surrounding shared ownership of the dam and lake, and
- WHEREAS:** There has been very little demand for the free use of Camp Spelman by permitted civic groups since the Park District has owned it, the former deteriorated structures have been removed, and in recent years other nearby park facilities have been developed and are experiencing high visitation, and
- WHEREAS:** With ODNr's Class I designation of the dam and the concomitant liability and necessary continued investment of public funds, the Board of Commissioners does not desire to maintain the dam and lake, and
- WHEREAS:** The conservation values of Camp Spelman can be permanently preserved through the placement of a conservation easement on the property, which is enforceable by the easement holder on any owner of the property into the future, NOW THEREFORE BE IT
- RESOLVED:** The Portage Park District Board of Commissioners hereby:
1. Determines that Park District ownership of the Camp Spelman property is not necessary for the purposes for which it was originally acquired which included continuance of its historic use as a site for civic groups to use for permitted primitive picnicking, recreation and camping.
  2. Authorizes the Executive Director to petition the Portage County Probate Court for approval to sell and dispose of the land.
  3. Authorizes the Executive Director to give the required public notice of the Board's intention to sell the land, as-is, with all rights and responsibilities, to the highest and best bidder, reserving the option to reject any or all bids.
  4. Authorizes the Executive Director to draft a conservation easement with the Western Reserve Land Conservancy to be recorded prior to transfer of the property, with associated fees to be paid by the buyer.

Upon a motion by Hrdy and second by Ruehr, the vote was as follows:

Scott McKinney yes; Allan Orashan absent; Tom Hrdy yes; Charles Engelhart yes; Kurt Ruehr yes

I certify that the foregoing is a true copy of a resolution passed and action taken in an open meeting on May 23, 2022

Christine Craycroft  
Christine Craycroft, Executive Director

**PORTAGE PARK DISTRICT**  
**2023 ESTIMATED TAX BUDGET FIRST DRAFT**  
**GENERAL FUND**

<b>REVENUES</b>	
140000 Fines and Forfeitures	
152000 Contract Services	2023: repayment from TCG Fund for engineering paid out of GF
153000 Fees	
160000 Gifts & Donations	
182400 State Aid/Subsidy (ex. ODOT road allocation fund)	ODOT funds for parking areas--planned for Russell house, may roll into 2023
191000 State Grant Healthy Transportation grant reimbursement ODOT	
195000 Local Grant	
200300 Real Estate Homestead Rollback (Intergovernmental)	
200400 Manufactured H Homes Rollback (Intergovernmental)	
221000 Real Estate Tax Levy	
223000 Tangible Personal Property Tax	Not always received
224000 Manufactured Homes (taxes)	
230000 Interest	
241000 Oil & Gas Leases	
243000 Credit Card Incentives	
291000 Advance In Returns	
<b>SUBTOTAL REVENUES</b>	
Prior Year Cash Carryover	Actual carryover is determined at end of budget year
<b>TOTAL REVENUES, CARRYOVER &amp; OTHER SOURCES</b>	
<b>EXPENDITURES &amp; OTHER USES</b>	
311200 FT Employee Salaries	Includes estimated wages for two currently open Maintenance positions
311300 PT Employee Salaries	Second half 2022 scenario of NAS Specialists moving to FT; additional PT Ranger; Chief Ranger with Health
312100 Sick Leave Conversion	option to cash out a portion of sick leave for those with high accrual
313000 Overtime	rarely used
314000 Retirement/Death sick time payout	Paid to retiring staff or to estate of deceased staff @ 1/4 of balance, on sliding scale with tenure--max 90
321010 PERS 14%	
321200 Medicare 1.45%	
321300 Workers Compensation 1.7%	
321400 Unemployment	paid for
321500 Health Benefits	Varies depending on health plan (Individual/Family/etc.) chosen by employee and rates bargained by Cou
<b>30 Personal Services Unit Total</b>	
400000 Admin Contractual Services	Professional services; software subscriptions; HR compensation study?; Security System? Legal ad:
400100 Training, Lodging & Memberships	Staff and volunteer training registration fees, travel, lodging and meal costs. Conferences, workshops, and membership fees. Professional development; First Aid, etc., including employee reimbursement
410000 Utilities	Electric, gas, phone, internet. Towners' (3 sites); Ops Center (2 sites); Eagle Creek Hiram; Office; mobile pl
412000 Advertising, Marketing & Events	Online ad contracts, print and digital ad publishing, marketing and design costs, event registrations and fe
413000 Maintenance & Repairs	Vehicle and equipment repairs & maintenance, equipment rental, septic pumping; garbage collection, he: inspection fees; non-capital contract repair projects; Ops Center electrical and drainage improvements
414000 Property Rentals and Leases	Property leases-Portage County owned property leased by PPD - \$3 per year, property leases-Mantua Vill optional property leases
414100 Leases	Konica Minolta contract lease for Bizhub C258 located at Morgan Ops Center; includes charges for copie:
420100 Audit/Accounting Services	Ohio Auditor of State or private accounting firm fees-Biennial audit:
428000 Event fees/dues	now included under Advertising Marketing Events
428400 Auditor/Treasurer Fee	Fees to Portage County Auditor and Treasurer for managing park district levy revenues, expenditure:
428500 DRETAC (Delinquent tax and assessment collection fund, O.R.C. 321.261	PPD share of fees to collect delinquent taxes
492100 Local Share to County Engineer: RAVENNA ROAD TRAIL	Owed to Portage County Engineer for trail portion of Ravenna Road Bridge. Construction postponed until
<b>40 Contractual Services Unit Total</b>	
500000 Administration and Programming Materials & Supplies	Office, event and education program materials and supplies. Office equip. under \$1000, stamps, employe
509000 Uniforms	Portage County Recorder, printed materials
510000 Office Equipment and Supplies	Staff and volunteer uniforms and logoed thank you items. Reimbursements for such
530000 Maintenance Materials & Supplies	Technology; furnishings
542000 Fuel	Operations/Maintenance/Ranger--tools, signs, hardware, restroom supplies, PPE, lumber; drain pipe, agg
544000 Natural Areas Materials and Supplies	Currently in contract with City of Ravenna for gasoline and diese
596300 Operations Equipment and Tools <\$5K ea	Trees, seed, shrubs, tree protection, herbicide, soil amendments, specialized tools, misc
596600 Furniture & Fixtures	Drone; Sprayer; small equipment/ attachments
50 Materials & Supplies Unit Total	Park amenities: benches, tables, trash cans, bollards, etc.
610000 Land Purchase	
630000 Equipment	Bird Bog \$50k; NS Franklin? HWT Carlton? Clean Ohio acquisition match 2023; Chagrin Headwaters?
650000 Vehicles	
680000 Construction-general incl. ODOT parking lot funds	2022-23: TW shelter site renovation; Brady Switch Tower repairs; Dix Park shelter; Trail Lake event site/p
680000 Construction-TRTRL	
683000 Engineering/Architecture Projects plus carryover contract	Architecture and engineering for multiple projects: HWT VIII; Camp Spelman restoration;
683000 Engineering HWT VII	
683000 Engineering SRFDB carryover contract	Design Build engineer; to be reimbursed from WRRSP
683000 Engineering TLTRL carryover contract	Picnic site engineering
683000 Engineering TWBLD carryover contract	2021-23: Architecture/engineering Russell site and Brady Switch Tower site
<b>60 Capital Outlay Unit Total</b>	
910000 Transfer Out	Financing from GF not repaid
920000 Advance Out	Financing from GF to be repaid
946720 Tax Levy Assessment	Annual assessments and first year property taxes
<b>90 Miscellaneous Expenses Unit Total</b>	



## RESOLUTION # 2022-16

Re: Resolution approving Portage Park District expenditures for the month of April, 2022

**WHEREAS:** The following expenditures have been made in the month of April, 2022 in the following budget categories:

General Operating Fund #8600		
Description	Payee	Amount
Unit 30 Payroll/Personal Services	Portage County Auditor/Payroll	\$ 88,569.10
Unit 40 Contract Services		\$ 7,730.96
Contract Services: LEADS, copier lease, volunteer database, background investigations, Adobe, advertisements	Ohio State Highway Patrol (Leads), Konica Minolta copier contract, Volgistics, BIB Background checks, Record Courier	\$ 1,062.52
Training and Membership: Rebecca Rhode correction, SORP Membership, Western Res Land Conservancy, OSU Woodland Steward training, LPC Sponsorship	Rebecca Rhode, US Bank, Leadership Portage County	\$ 1,058.63
Utilities- Natural gas at 2 locations; electric at 5 locations; Internet at Ops Center; staff phones & devices	Dominion Energy Ohio, Ohio Edison, US Bank	\$ 2,018.45
Advertising-Marketing - Record Courier	US Bank	\$ 64.50
Maintenance & Repairs- F-350 oil change, New Holland tractor repairs.	US Bank	\$ 1,858.13
Registration Fees: Rebecca Rhode correction from registration acct to training account	Rebecca Rhode	\$ (128.63)
Leases: Copier contract	Konica Minolta	\$ 1,038.92
Auditor Treasurer Fees	PC Auditor Treasurer	\$ 606.37
DRETAC: share of fees to enforce property tax payment	PC Auditor/Treasurer	\$ 152.07
Unit 50 Materials & Supplies		\$ 4,944.58
Admin. Materials & Supplies- Business cards, hole punch, clipboard, PO Co Recorder copies	US Bank, Chris Craycroft	\$ 222.03
Office Equipment and furnishings- Blackjet USB dock for Christine Craycroft	US Bank	\$ 272.24
Uniforms - Staff uniforms	US Bank	\$ 445.58
Maintenance Materials & Supplies-Wood, bolts, cart, gloves, fabrication of bike brackets and post repairs	US Bank	\$ 2,847.59
Fuel: Gasoline and diesel	City of Ravenna	\$ 837.23
Natural Areas Materials & Supplies-Clipboard, ruler, rack	US Bank	\$ 319.91
Unit 60 Capital		\$ 8,018.85
Engineering/Architecture Projects: Camp Spelman engineering	Environmental Design	\$ 8,018.85
Unit 90 General Admin		\$ -
Real Estate Taxes	Portage County Treasurer	

**WHEREAS** The Board of Park Commissioners authorizes expenses by Budgetary Unit per its budget appropriations resolutions, and


**WHEREAS** These specific expenditures have been approved by the Executive Director per the approved Park District annual budget and Park District bylaws, and all copies of invoices and receipts are available upon request. **NOW, THEREFORE BE IT**

**RESOLVED** that the Board of Commissioners of the Portage Park District hereby approves the above expenditures made in April, 2022.

Upon a motion by Buehn and second by Hedy, the vote was as follows:

Scott McKinney yes Allan Orashan absent Tom Hrdy yes Charles Engelhart yes Kurt Ruehr yes

I certify that the foregoing is a true copy of a resolution passed and action taken in an open meeting on May 23, 2022

  
Christine Craycroft, Executive Director



RESOLUTION 2022-17

Re: 2022 Budget Appropriations Amendment 3

**WHEREAS:** The Portage Park District has a purchase agreement with the Western Reserve Land Conservancy (WRLC) for the acquisition of the Seasons Road Fen (SRF) as part of the Tinkers Creek Greenway in Streetsboro and require the Park District to pay the financing fees incurred by the WRLC up to \$20,000, **NOW THEREFORE BE IT**

**RESOLVED:** By the Portage Park District Board of Commissioners that the following 2022 BUDGET APPROPRIATIONS AMENDMENT is hereby authorized:

<u>Fund</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>
<u>TINKERS CREEK GREENWAY FUND #8616</u>			
8616 9096*	Capital Unit /Acquisition	\$20,000	

Upon a motion by Hrady and second by Ruehr, the vote was as follows:

Scott McKinney yes Allan Orashan absent Tom Hrady yes Charles Engelhart yes Kurt Ruehr yes

I certify that the foregoing is a true copy of a resolution passed and action taken in an open meeting on  
May 23, 2022

  
Christine Craycroft, Executive Director

**PORTAGE PARK DISTRICT**  
**2023 ESTIMATED TAX BUDGET FIRST DRAFT**  
**GENERAL FUND**

REVENUES	2021 ACTUAL	2022 CURRENT APPROPRIATIONS	2022 Actual and Anticipated Revenues	2023 DRAFT ESTIMATED TAX BUDGET
140000 Fines and Forfeitures	43			
152000 Contract Services		1,000	1,000	37,750
153000 Fees		100	100	0
160000 Gifts & Donations	30,000	0	10,000	0
182400 State Aid/Subsidy (ex. ODOT road allocation fund)		85,000	85,000	0
191000 State Grant Healthy Transportation grant reimbursement ODOT		7,995	7,995	0
195000 Local Grant	903		4,976	0
200300 Real Estate Homestead Rollback (Intergovernmental)	35,894	37,000	37,000	37,000
200400 Manufactured H Homes Rollback (Intergovernmental)	1,824	18,000	18,000	18,000
221000 Real Estate Tax Levy	1,743,301	1,724,023	1,724,023	1,791,023
223000 Tangible Personal Property Tax	303			
224000 Manufactured Homes (taxes)	13,610	12,000	12,000	0
230000 Interest	9,239	10,000	10,000	10,000
241000 Oil & Gas Leases	28,388	10,000	10,000	10,000
243000 Credit Card Incentives	875	1,000	1,000	1,000
291000 Advance In Returns	464	0	170,000	
<b>SUBTOTAL REVENUES</b>	<b>1,864,833.04</b>	<b>1,906,118.00</b>	<b>2,091,094.00</b>	<b>1,904,773.00</b>
Prior Year Cash Carryover	\$ 1,640,695.49	\$ 1,925,042.14	\$ 1,925,042.14	\$ 1,134,014.62
<b>TOTAL REVENUES, CARRYOVER &amp; OTHER SOURCES</b>	<b>3,505,528.53</b>	<b>3,831,160.14</b>	<b>4,016,136.14</b>	<b>3,038,787.62</b>
EXPENDITURES & OTHER USES	2021 Actual	CURRENT 2022 Appropriations	2022 Actual and Anticipated Expenditures	2023 Estimated Tax Budget
311200 FT Employee Salaries	457,020	566,683	533,518	640,000
311300 PT Employee Salaries	90,416	118,800	94,323	103,000
312100 Sick Leave Conversion	1,070			
313000 Overtime	245	5,000	2,000	2,000
314000 Retirement/Death sick time payout	1,930	80,000	50,000	50,000
321010 PERS 14%	78,171	95,932	0	0
321200 Medicare 1.45%	7,685	9,936	0	0
321300 Workers Compensation 1.7%	9,362	11,649	0	0
321400 Unemployment	0	10,000	0	10,000
321500 Health Benefits	138,750	259,000	160,000	270,000
<b>30 Personal Services Unit Total</b>	<b>784,648.33</b>	<b>1,157,000.00</b>	<b>839,841.17</b>	<b>1,075,000.17</b>
400000 Admin Contractual Services	18,139	53,000	53,000	30,000
400100 Training, Lodging & Memberships	9,186	15,000	15,000	15,000
410000 Utilities	19,336	30,000	30,000	30,000
412000 Advertising, Marketing & Events	10,782	15,000	15,000	18,000
413000 Maintenance & Repairs	28,142	45,000	45,000	30,000
414000 Property Rentals and Leases	3	1,000	1,000	100
414100 Leases	1,637	1,500	1,500	2,000
420100 Audit/Accounting Services	3,226	5,000	5,000	0
428000 Event fees/dues	250			
428400 Auditor/Treasurer Fee	24,337	25,000	25,000	25,000
428500 DRETAC (Delinquent tax and assessment collection fund, O.R.C. 321.261)	4,646	10,000	10,000	10,000
492100 Local Share to County Engineer: RAVENNA ROAD TRAIL	0	78,400	78,400	0
<b>40 Contractual Services Unit Total</b>	<b>119,684.14</b>	<b>278,900.00</b>	<b>278,900.00</b>	<b>160,100.00</b>
500000 Administration and Programming Materials & Supplies	\$9,141	\$15,000	15,000	\$15,000
509000 Uniforms	\$6,710	\$8,000	8,000	\$8,000
510000 Office Equipment and Supplies	\$9,292	\$10,000	\$10,000	\$1,000
530000 Maintenance Materials & Supplies	\$33,609	\$50,000	\$50,000	\$40,000
542000 Fuel	\$16,029	\$20,000	20,000	\$20,000
544000 Natural Areas Materials and Supplies	\$40,387	\$40,000	40,000	\$30,000
5963000 Operations Equipment and Tools <\$5K ea	\$11,258	\$10,000	10,000	\$5,000
596600 Furniture & Fixtures	\$0	\$10,000	10,000	\$10,000
<b>50 Materials &amp; Supplies Unit Total</b>	<b>126,425.67</b>	<b>163,000.00</b>	<b>163,000.00</b>	<b>129,000.00</b>
610000 Land Purchase	588	480,000	480,000	250,000
630000 Equipment	48,188	0	0	0
650000 Vehicles	30,028	0	0	0
680000 Construction-general incl. ODOT parking lot funds	615	910,000	910,000	200,000
680000 Construction-TRTRL	175,535			
683000 Engineering/Architecture Projects plus carryover contract	15,420	116,580	116,580	
683000 Engineering HWT VII	7,195			
683000 Engineering SRFDB carryovercontract	6,750	30,000	30,000	
683000 Engineering TLTRL carryover contract	9,000	11,000	11,000	
683000 Engineering TWBLD carryover contract	32,200	17,800	17,800	
<b>60 Capital Outlay Unit Total</b>	<b>325,517.72</b>	<b>1,565,380.35</b>	<b>1,565,380.35</b>	<b>450,000.00</b>
910000 Transfer Out	40,000	20,000	20,000	
920000 Advance Out	170,000			
946720 Tax Levy Assessment	14,211	15,000	15,000	20,000
<b>90 Miscellaneous Expenses Unit Total</b>	<b>224,210.53</b>	<b>35,000.00</b>	<b>35,000.00</b>	<b>20,000.00</b>
<b>GRAND TOTAL EXPENDITURES &amp; OTHER USES</b>	<b>1,580,486.39</b>	<b>3,199,280.35</b>	<b>2,882,122</b>	<b>1,834,100.17</b>
<b>TOTAL REVENUES &amp; OTHER SOURCES</b>	<b>3,505,528.53</b>	<b>3,831,160.14</b>	<b>4,016,136</b>	<b>3,038,787.62</b>
<b>ANTICIPATED CASH CARRY FORWARD</b>	<b>1,925,042.14</b>	<b>631,879.79</b>	<b>1,134,014.62</b>	<b>1,204,687.45</b>