

**Portage Park District
Board of Commissioners Regular Meeting**

REMOTE MEETING

YouTube Livestream

September 28, 2020 5:30 pm

Agenda



1. Roll Call
2. Public Comment
3. Approve minutes of the August 24, 2020 Regular Meeting
4. Presentation of Financial Statement: August 2020 MTD and YTD Budget Report and Cash Balance Report
5. Executive Director Update
6. Other Information/Briefing Items/Policy Updates
 - a. PPD Video
 - b. Review of draft conservation easement for Eagle Creek Greenway I
7. Old Business and approval of action items:
 - a. Award of contract for Criteria Engineer Services for Seasons Road Fen Wetlands Mitigation—*no new proposals, recommend tabling until the RFP is revised and reposted*
8. New Business and approval of action items:
 - a. RESOLUTION: Approve August 2020 Expenditures
 - b. RESOLUTION: Authorize cash advance return Headwaters Trail Fund; Morgan Park Fund; Kent Bog Fund
 - c. RESOLUTION: Authorize final change order Morgan Operations Center
 - d. RESOLUTION: Authorize change order Trail Lake Park Trailhead and Trails contract
9. Executive Session:
 - a. To consider the purchase of property and sale of property (either real or personal) by competitive bid if disclosure of the information would give a competitive advantage to the other side
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

Portage Park District
Board of Commissioners Regular Meeting
705 Oakwood St. Suite G-4 Ravenna, OH
Meeting was conducted through Zoom video & live streamed on Youtube
August 24, 2020 5:30 pm
Minutes



President of the Board, Commissioner Hrdy called the meeting to order at 5:37 pm

1. Roll of the Board was called by Becker: Present:
Board President Tom Hrdy
1st Vice President Commissioner Scott McKinney
2nd Vice President Commissioner Chuck Engelhart
Commissioner Allan Orashan
Executive Director Christine Craycroft
Operations Manager Craig Alderman
Natural Areas Steward Bob Lange
Public Outreach Coordinator Andrea Metzler
Education Program Coordinator Jennifer White
Administrative Assistant Rory Becker
2. Public Comment: None
3. Approve minutes of July 27, 2020 regular meeting: Upon a motion by Engelhart, and second by McKinney, the minutes of July 27, 2020 were approved. Commissioner Hrdy abstained. **Journal Entry 8.24.2020-21**
4. Presentation of Financial Statement: July MTD YTD Budget and Cash Balance Report: Upon a motion by Engelhart and second by McKinney, the board reviewed & approved the attached report. Commissioners asked about the refund of \$54.89 under the Unemployment line, AA Becker explained that an employee had filed for unemployment but had revoked it-more information on the matter will be sent to the Commissioners after research is done. **Journal Entry 8.24.2020-22**
5. Executive Director Update: The Director's report was reviewed. Discussion was had regarding current construction at Trail Lake Park.
6. Other Information/Briefing Items/Policy Updates:
 - a. Master Plan survey questions/progress report: Commissioner Engelhart asked if there were areas in the county where we need to get more support for the next levy and how would the master Plan survey be disseminated. ED Craycroft responded that we could review the levy vote results from 2014 by precinct to see how our park system aligns. The Master Plan survey will be launched to the audience at the virtual Portage County Environmental Conservation Awards event and posted on the website. Commissioner Hrdy commented that he had worked for the US Census this summer, saw many people and wondered if we would be going to other venues to reach people that have not been contacted before by the Park District. Public Outreach Manager Metzler responded regarding methods of dissemination for the survey: park pop-ups, Facebook, website, kiosk boxes, online programs, speaking engagements. The Progress report online will be a reference point for people that are about to take our survey online. PPD will do outreach as much as possible to regions in the county that haven't had as much contact in the past. Commissioner McKinney added that we should add information on the Master Plan Progress Report in the Grants and Extras section

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regarding all the work that goes into choosing appropriate properties to apply for grant funding. Commissioner Orashan asked if we had calculated land value into the Grants section. Commissioner Engelhart asked if the Park District's cash information was included in the value. ED Craycroft responded that the value of donated land was not included in the cash value of donations, since land assets are not booked; the Park District is on a cash basis form of accounting. Commissioner Hrdy commented that the report looked really good and Commissioner McKinney said that he appreciates seeing our accomplishments. ED Craycroft complimented the Park District staff for all of their hard work for the Park District so far. **See attached Master Plan Progress Report**

7. New Business and approval of action items:

- a. Approve July 2020 Expenditures: Upon a motion by Orashan and second by Engelhart, the Board unanimously approved the July 2020 expenditures. See attached **RESOLUTION 2020-36**
- b. Approve donations post Probate Court approval: Upon a motion by Orashan and second by Engelhart, the Board unanimously approved all donations made to the Park District. See attached **RESOLUTION 2020-37**
- c. Request Probate Court approval of anticipated donations: Upon a motion by McKinney and second by Engelhart, the Board unanimously approved the request that the Probate Court authorize a proposed restricted donation to the Park District of \$30,000 from the Portage Park District Foundation for purchase & installation of a handicap-accessible kayak launch at Trail Lake Park. Discussion will be had at another time in regards to the name of the launch. See attached **RESOLUTION 2020-38**

8. Award of contract for Criteria Engineer Services for Seasons Road Fen Wetlands Mitigation: Upon a motion by Orashan and second by Engelhart, the Board unanimously voted to table the award of contract to another time as there were no proposals received for the project. **Journal Entry 8.24.2020-23**

9. Executive Session: Upon a motion by Orashan, seconded by Engelhart, the board unanimously approved to exit Regular Session and enter Executive Session to consider

- a. the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee
- b. To consider the purchase of property and sale of property (either real or personal) by competitive bid if disclosure of the information would give a competitive advantage to the other side

the vote was as follows:

Scott McKinney	yes	Allan Orashan	yes
Charles Engelhart	yes	Thomas Hrdy	yes

ES start time: 6:14pm **Journal Entry 8.24.2020-24** The regular meeting session resumed at 7:49pm

10. Adjourn: Upon a motion by McKinney and second by Orashan the meeting adjourned at 7:50 pm

Sunshine Law Compliance: This was an open and public meeting with notice given to, and/or advertised in the Record Courier newspaper.

The next Portage Park District Board of Commissioners Regular Meeting will be held on September 28, 2020 at 5:30pm.

IN TESTIMONY WHEREOF we hereunto set our hands, _____, 2020

Thomas Hrdy, President

Christine Craycroft, Executive Director

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

PORTAGE PARK DISTRICT				
Month to Date and Year To Date Budget & Cash Balance Report for August 2020				
GENERAL FUND				
BEGINNING AUDITOR'S CASH BALANCE August 1			\$1,301,350.48	
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL	YTD Percentage Collected of Budget
152000 Contract Services	1,200.00	132.26	0.00	11.0%
160000 Gifts & Donations	39,000.00	6,798.37	0.00	17.4%
192400 State Subsidies - ODOT Biennial Road Improvement Allocation	122,708.00	0.00	0.00	0.0%
Property Tax Levy all sources	1,751,289.00	1,736,893.57	798,482.97	99.2%
230000 Interest	15,000.00	13,204.56	1,016.97	88.0%
241000 Oil & Gas Leases	10,000.00	4,265.88	0.00	42.7%
243000 Credit Card Incentives	1,000.00	375.00	375.00	37.5%
250000 Refunds	0.00	141.48	0.00	N/A
291000 Advance In	1,111,862.00	0.00	0.00	0.0%
SUBTOTAL REVENUES	3,052,059.00	1,761,811.12	799,874.94	57.7%
2019 Cash Carryover	1,741,757.50	1,741,757.50		
TOTAL REVENUES, CARRYOVER & OTHER SOURCES	4,793,816.50	3,503,568.62	2,101,225.42	73.1%
Notes:	Some funds have been received in lines that were not budgeted, and therefore percentage collected does not apply			
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL	YTD Percentage Expended of Budget
311200 FT Employee Salaries	400,030.00	234,020.11	30,280.01	58.5%
311300 PT Employee Salaries	106,170.00	41,734.02	8,440.00	39.3%
313000 Overtime	5,000.00	0.00	0.00	0.0%
314000 Retirement	30,000.00	451.92	0.00	1.5%
321010 PERS	70,868.00	38,605.55	5,420.80	54.5%
321200 Medicare	7,340.00	3,829.63	540.11	52.2%
321300 Workers Compensation	8,605.00	4,695.56	658.24	54.6%
321400 Unemployment	10,000.00	0.00	0.00	0.0%
321500 Health Benefits	150,000.00	80,822.97	10,619.34	53.9%
30 Personal Services Unit Total	788,013.00	404,159.76	55,958.50	51.3%
400000 Admin Contractual Services	70,000.00	31,025.15	362.22	44.3%
400000 Contractual Services TCGII - Tinkers Creek Greenway Phase II project	700.00	693.75	0.00	99.1%
400100 Training, Lodging & Memberships	10,000.00	2,996.86	1,618.00	30.0%
410000 Utilities: AT&T, Dominion, Ohio Edison, Verizon	20,000.00	13,064.50	1,455.53	65.3%
412000 Advertising, Marketing & Events	15,000.00	5,782.12	351.99	38.5%
413000 Maintenance & Repairs	54,717.00	20,831.89	1,195.89	38.1%
414000 Rentals and Leases	10.00	6.00	0.00	60.0%
420100 Audit Services	5,000.00	0.00	0.00	0.0%
428400 Auditor/Treasurer Fee	25,000.00	23,742.26	11,206.18	95.0%
428500 DRETAC	10,000.00	4,566.28	578.81	45.7%
492100 Local Share	10,000.00	10,000.00	0.00	100.0%
40 Contractual Services Unit Total	220,427.00	112,708.81	16,768.62	51.1%
500000 Admin Materials & Supplies	16,000.00	6,881.90	1,092.29	43.0%
509000 Uniforms	5,000.00	1,992.52	461.54	39.9%
510000 Office Equipment	1,750.00	0.00	0.00	0.0%
530000 Maintenance Materials & Supplies	68,400.00	32,579.62	14,308.20	47.6%
542000 Fuel	20,000.00	4,423.75	1,023.52	22.1%
596300 Equipment Less than \$5000	15,000.00	4,650.00	0.00	31.0%
596600 Furniture & Fixtures	30,000.00	0.00	0.00	0.0%
50 Materials & Supplies Unit Total	156,150.00	50,527.79	16,885.55	32.4%
610000 Land Purchase	170,000.00	192.50	0.00	N/A
610000 Land Purchase TCGII - Tinkers Creek Greenway Phase II	15,000.00	13,889.39	0.00	92.6%
680000 Construction Projects	85,000.00	0.00	0.00	0.0%
680000 Construction Projects - MRGOP - Morgan Park Operations Center Renovation Project	485,000.00	406,842.14	1,246.97	83.9%
680000 Construction Projects - TLLOT - Trail Lake Park Parking Lot & Drive Project	355,000.00	83,287.60	0.00	23.5%
680000 Construction Projects - TLTRL- Trail Lake Trails Project	800,000.00	13,889.09	0.00	1.7%
680000 Construction Projects - TWGAZ - Towner's Woods Gazebo Project	30,000.00	23,156.49	0.00	77.2%
683000 Engineering Projects	201,000.00	45,368.33	1,884.49	22.6%
683000 Engineering Projects - TLTRL -Trail Lake Park Parking Lot & Drive Project	19,000.00	10,067.02	170.02	N/A
60 Capital Outlay Unit Total	2,160,000.00	596,692.56	3,301.48	27.6%
700000 Miscellaneous	1,000.00	0.00	0.00	0.0%
70 Other Expenses Unit Total	1,000.00	0.00	0.00	0.0%
910000 Transfer Out	325,000.00	325,000.00	0.00	N/A
920000 Advance Out	0.00	0.00	0.00	N/A
946720 Tax Levy Assessment	15,000.00	6,168.43	0.00	41.1%
90 Miscellaneous Expenses Unit Total	340,000.00	331,168.43	0.00	97.4%
GRAND TOTAL EXPENDITURES & OTHER USES	3,665,590.00	1,495,257.35	92,914.15	40.8%
ENDING AUDITOR'S CASH BALANCE August 31 (= Cash Carryover + YTD Revenues- YTD Expenses) (Also = Auditor Beginning cash balance August 1st + MTD revenues - MTD expenses)			\$2,008,311.27	

PORTAGE PARK DISTRICT

MTD YTD Budget Report for the month ending August 31, 2020 CAPITAL IMPROVEMENT FUNDS

HEADWATERS TRAIL FUND			
8605 BEGINNING AUDITOR'S CASH BALANCE			\$61,497.22
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
REVENUES & OTHER SOURCES			
State Grant	288,750.00	35,569.69	0.00
Gifts/Donations	0.00	0.00	0.00
Transfer In	96,250.00	0.00	0.00
Advance In	288,750.00	0.00	0.00
TOTAL REVENUES & OTHER SOURCES	673,750.00	35,569.69	0.00
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
Materials & Supplies Unit	0.00	0.00	0.00
Capital Outlay-Construction Projects	0.00	0.00	0.00
Capital Outlay-Engineering Projects	0.00	0.00	0.00
Advance Out	0.00	0.00	0.00
Advance Out Return	61,497.00	0.00	0.00
TOTAL EXPENDITURES & OTHER USES	61,497.00	0.00	0.00
ENDING AUDITOR'S CASH BALANCE			\$61,497.22

BREAKNECK CREEK PRESERVE FUND			
8607 BEGINNING AUDITOR'S CASH BALANCE			\$11,972.39
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
REVENUES & OTHER SOURCES			
Gifts/Donations	0.00	0.00	0.00
Grants	0.00	0.00	0.00
TOTAL REVENUES & OTHER SOURCES	0.00	0.00	0.00
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
Materials & Supplies Unit	0.00	0.00	0.00
Contract Services Unit	11,972.39	0.00	0.00
TOTAL EXPENDITURES & OTHER USES	11,972.39	0.00	0.00
ENDING AUDITOR'S CASH BALANCE			\$11,972.39

BERLIN LAKE TRAIL FUND			
8611 BEGINNING AUDITOR'S CASH BALANCE			\$2,088.11
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
REVENUES & OTHER SOURCES			
Gifts/Donations	0.00	0.00	0.00
Grants	0.00	0.00	0.00
TOTAL REVENUES & OTHER SOURCES	0.00	0.00	0.00
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
Contract Services Unit	2,088.11	0.00	0.00
TOTAL EXPENDITURES & OTHER USES	2,088.11	0.00	0.00
ENDING AUDITOR'S CASH BALANCE			\$2,088.11

MORGAN PARK FUND			
8612 BEGINNING AUDITOR'S CASH BALANCE			\$149,837.27
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
REVENUES & OTHER SOURCES			
State Grant	145,087.00	145,087.00	0.00
Local Grant	0.00	500.00	0.00
TOTAL REVENUES & OTHER SOURCES	145,087.00	145,587.00	0.00

EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
Advance Out Return	149,338.00	0.00	0.00
TOTAL EXPENDITURES & OTHER USES	149,338.00	0.00	0.00
ENDING AUDITOR'S CASH BALANCE			\$149,837.27

KENT BOG EXPANSION FUND			
8615 BEGINNING AUDITOR'S CASH BALANCE			\$22,284.36
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
REVENUES & OTHER SOURCES			
Gifts/Donations	0.00	0.00	0.00
State Grant	0.00	0.00	0.00
Local Match	0.00	0.00	0.00
Refunds	0.00	0.00	0.00
Advance In	0.00	0.00	0.00
TOTAL REVENUES & OTHER SOURCES	0.00	0.00	0.00
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
Contract Services	2,285.00	0.00	0.00
Materials & Supplies Unit	0.00	0.00	0.00
Capital Outlay-Land Purchase	0.00	0.00	0.00
Advance Out Return	20,000.00	0.00	0.00
TOTAL EXPENDITURES & OTHER USES	22,285.00	0.00	0.00
ENDING AUDITOR'S CASH BALANCE			\$22,284.36

TINKER'S CREEK GREENWAY FUND			
8616 BEGINNING AUDITOR'S CASH BALANCE			\$10,948.94
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
REVENUES & OTHER SOURCES			
Gifts	0.00	0.00	0.00
State Grant	567,000.00	0.00	0.00
Prior Year	0.00	0.00	0.00
Advance In	0.00	0.00	0.00
TOTAL REVENUES & OTHER SOURCES	567,000.00	0.00	0.00
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
Prior Year Correction	0.00	0.00	0.00
Advance Out Return	577,949.00	0.00	0.00
TOTAL EXPENDITURES & OTHER USES	577,949.00	0.00	0.00
ENDING AUDITOR'S CASH BALANCE			\$10,948.94

EAGLE CREEK GREENWAY FUND			
8617 BEGINNING AUDITOR'S CASH BALANCE			\$325,000.00
ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
REVENUES & OTHER SOURCES			
Gifts	1,000.00	1,000.00	0.00
State Grant	1,143,670.00	0.00	0.00
Transfer In	325,000.00	325,000.00	0.00
TOTAL REVENUES & OTHER SOURCES	1,469,670.00	326,000.00	0.00
EXPENDITURES & OTHER USES	REVISED BUDGET	YTD ACTUAL	August 1-31 MTD ACTUAL
Contract Services	58,720.00	0.00	0.00
Capital Outlay - Land Purchase	1,410,950.00	0.00	0.00
TOTAL EXPENDITURES & OTHER USES	1,469,670.00	0.00	0.00
ENDING AUDITOR'S CASH BALANCE			\$325,000.00

09/09/2020 15:14
rbecker

PORTAGE COUNTY
AUGUST 2020

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FOR 2020 08

JOURNAL DETAIL 2020 8 TO 2020 8

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8600 Portage Park District						
10 Program Revenues						
8600-70-90-909-000-00-00-10-152000-	-1,200	Cont Serv -1,200	-132.26	.00	-1,067.74	11.0%*
8600-70-90-909-000-00-00-10-160000-	-2,000	Gifts/Don -39,000	-6,798.37	.00	-32,201.63	17.4%*
8600-70-90-909-000-00-00-10-192400-	0	St Subsid -122,708	.00	.00	-122,708.00	.0%*
TOTAL Program Revenues	-3,200	-162,908	-6,930.63	.00	-155,977.37	4.3%
20 NonProgram/Other Revenues						
8600-70-90-909-000-00-00-20-200300-	0	RE Homestd 0	-18,326.62	.00	18,326.62	100.0%
8600-70-90-909-000-00-00-20-221000-	-1,731,415	RE Tax -1,751,289	-1,706,698.51	-793,240.19	-44,590.49	97.5%*
2020/08/000469 08/13/2020 GEN	-793,240.19	REF 2nd Hf			RE Tax/PU 2nd Half Health	
8600-70-90-909-000-00-00-20-224000-	0	Man Home 0	-11,868.44	-5,242.78	11,868.44	100.0%
2020/08/001043 08/27/2020 GEN	-5,242.78	REF 2nd Hf			Mobile Home Settm Parks 2nd H	
8600-70-90-909-000-00-00-20-230000-	-15,000	Interest -15,000	-13,204.56	-1,016.97	-1,795.44	88.0%*
2020/08/000288 08/10/2020 GEN	-1,016.97	REF INTRST			INTEREST ALLOCATION JUL 2020	

09/09/2020 15:14
rbecker

PORTAGE COUNTY
AUGUST 2020

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FOR 2020 08

JOURNAL DETAIL 2020 8 TO 2020 8

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8600-70-90-909-000-00-00-20-241000-	-10,000	Oil Lease -10,000	-4,265.88	.00	-5,734.12	42.7%*
8600-70-90-909-000-00-00-20-243000-	-1,000	Incentvs -1,000	-375.00	-375.00	-625.00	37.5%*
2020/08/001050 08/27/2020 GEN	-375.00	REF JanJul		Memo Entry US Bank Rewards		
8600-70-90-909-000-00-00-20-250000-	0	Refunds 0	-141.48	.00	141.48	100.0%
8600-70-90-909-000-00-00-20-291000-	-298,673	Advance -1,111,862	.00	.00	-1,111,862.00	.0%*
TOTAL NonProgram/Other Revenues	-2,056,088	-2,889,151	-1,754,880.49	-799,874.94	-1,134,270.51	60.7%
30 Personal Services						
8600-70-90-909-000-00-00-30-311200-	431,704	Empl Sal 400,030	234,020.11	30,280.01	166,009.89	58.5%
2020/08/000021 08/07/2020 PRJ	15,140.01	REF 080720		WARRANT=080720	RUN=4 PAYROLL	
2020/08/000545 08/21/2020 PRJ	15,140.00	REF 082120		WARRANT=082120	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-311300-	131,760	PT Sal 106,170	41,734.02	8,440.00	64,435.98	39.3%
2020/08/000021 08/07/2020 PRJ	4,220.00	REF 080720		WARRANT=080720	RUN=4 PAYROLL	
2020/08/000545 08/21/2020 PRJ	4,220.00	REF 082120		WARRANT=082120	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-313000-	5,000	Overtime 5,000	.00	.00	5,000.00	.0%
8600-70-90-909-000-00-00-30-314000-	30,000	Retirement 30,000	451.92	.00	29,548.08	1.5%

09/09/2020 15:14
rbecker

PORTAGE COUNTY
AUGUST 2020

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glytdbud

FOR 2020 08

JOURNAL DETAIL 2020 8 TO 2020 8

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8600-70-90-909-000-00-00-30-321010-	79,585	PERS 70,868	38,605.55	5,420.80	32,262.45	54.5%
2020/08/000021 08/07/2020 PRJ	2,710.40 REF	080720		WARRANT=080720	RUN=4 PAYROLL	
2020/08/000545 08/21/2020 PRJ	2,710.40 REF	082120		WARRANT=082120	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-321200-	8,243	Medicare 7,340	3,829.63	540.11	3,510.37	52.2%
2020/08/000021 08/07/2020 PRJ	271.78 REF	080720		WARRANT=080720	RUN=4 PAYROLL	
2020/08/000545 08/21/2020 PRJ	268.33 REF	082120		WARRANT=082120	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-321300-	9,664	Wrks Comp 8,605	4,695.56	658.24	3,909.44	54.6%
2020/08/000021 08/07/2020 PRJ	329.12 REF	080720		WARRANT=080720	RUN=4 PAYROLL	
2020/08/000545 08/21/2020 PRJ	329.12 REF	082120		WARRANT=082120	RUN=4 PAYROLL	
8600-70-90-909-000-00-00-30-321400-	10,000	Unemploy 10,000	.00	.00	10,000.00	.0%
8600-70-90-909-000-00-00-30-321500-	150,000	Health 150,000	80,822.97	10,619.34	69,177.03	53.9%
2020/08/000021 08/07/2020 PRJ	5,309.67 REF	080720		WARRANT=080720	RUN=4 PAYROLL	
2020/08/000545 08/21/2020 PRJ	5,309.67 REF	082120		WARRANT=082120	RUN=4 PAYROLL	
TOTAL Personal Services	855,956	788,013	404,159.76	55,958.50	383,853.24	51.3%
40 Contractual Services						
8600-70-90-909-000-00-00-40-400000-	100,000	Contr Serv 70,000	31,025.15	362.22	12,358.00	82.3%
2020/08/000230 08/04/2020 API	154.87 VND	002485 PO 107911	US BANK	**5592 8400 0101 0984		474133
2020/08/000781 08/18/2020 API	94.73 VND	001310 PO 107903	KONICA MINOLTA BUSIN	1283755, 420923740		474753
2020/08/001030 08/25/2020 API	112.62 VND	002485 PO 107911	US BANK	**5592840001010984		475229
8600-70-90-909-000-00-00-40-400000-TCGII	0	Cont Serv 700	693.75	.00	6.25	99.1%

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			ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8600-70-90-909-000-00-00-40-400100-			10,000	Trng/Mem 10,000	2,996.86	1,618.00	4,124.58	58.8%
2020/08/000230	08/04/2020	API	1,618.00	VND 002485 PO 107908	US BANK	**5592 8400 0101 0984		474133
8600-70-90-909-000-00-00-40-410000-			20,000	Utilities 20,000	13,064.50	1,455.53	350.00	98.3%
2020/08/000230	08/04/2020	API	95.19	VND 001179 PO 108077	AT & T	**330 297-7728 330 0		474075
2020/08/000230	08/04/2020	API	27.95	VND 002844 PO 107912	DOMINION ENERGY OHIO	**4 4213 0033 0943		474087
2020/08/000479	08/11/2020	API	306.36	VND 002875 PO 108086	OHIO EDISON	**110 139 062 985, 90236263690		474397
2020/08/000479	08/11/2020	API	72.00	VND 002875 PO 108086	OHIO EDISON	**110 134 809 943, 90236263688		474397
2020/08/000479	08/11/2020	API	74.91	VND 002875 PO 108086	OHIO EDISON	**110 009 660 868, 90016886019		474397
2020/08/000479	08/11/2020	API	100.08	VND 002875 PO 108086	OHIO EDISON	**110 122 697 896, 90016886111		474397
2020/08/000479	08/11/2020	API	27.23	VND 003615 PO 107915	VERIZON WIRELESS	**442287383-00001, 9859802381		474436
2020/08/000781	08/18/2020	API	72.48	VND 002875 PO 108086	OHIO EDISON	**110 009 208 841		474767
2020/08/000781	08/18/2020	API	511.88	VND 003615 PO 107915	VERIZON WIRELESS	**683206894-00001		474788
2020/08/001030	08/25/2020	API	110.97	VND 001179 PO 108077	AT & T	**330 297-7728 330 0		475025
2020/08/001030	08/25/2020	API	28.53	VND 002844 PO 107912	DOMINION ENERGY OHIO	**4 1800 1191 8407		475068
2020/08/001030	08/25/2020	API	27.95	VND 002844 PO 107912	DOMINION ENERGY OHIO	**4 4213 0033 0943		475068
8600-70-90-909-000-00-00-40-412000-			10,000	Advertise 15,000	5,782.12	351.99	2,965.00	80.2%
2020/08/000230	08/04/2020	API	41.24	VND 002485 PO 107909	US BANK	**5592 8400 0101 0984		474133
2020/08/001030	08/25/2020	API	310.75	VND 002485 PO 107909	US BANK	**5592840001010984		475229
8600-70-90-909-000-00-00-40-413000-			60,000	Mnt&Repr 54,717	20,831.89	1,195.89	10,123.98	81.5%
2020/08/000230	08/04/2020	API	75.00	VND 025267 PO 108078	PORTAGE PORTABLE TOI	**PORTAGE PARK DISTRICT 19959		474116
2020/08/000230	08/04/2020	API	542.59	VND 002485 PO 107910	US BANK	**5592 8400 0101 0984		474133
2020/08/000479	08/11/2020	API	116.00	VND 028411 PO 108079	KEVIN SCOTT TRUCKING	**26131 PORTAGE PARKS		474381
2020/08/000479	08/11/2020	API	145.94	VND 028411 PO 108079	KEVIN SCOTT TRUCKING	**25858 PORTAGE PARKS		474381
2020/08/001030	08/25/2020	API	316.36	VND 002485 PO 107910	US BANK	**5592840001010984		475229
8600-70-90-909-000-00-00-40-414000-			10	Rent/Lease 10	6.00	.00	3.00	70.0%
8600-70-90-909-000-00-00-40-420100-			25,000	Audit Serv 5,000	.00	.00	1,500.00	70.0%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8600-70-90-909-000-00-00-40-428400-	5,000	Aud/Tr Fee 25,000	23,742.26	11,206.18	1,257.74	95.0%
2020/08/000469 08/13/2020 GEN	10,562.42 REF	2nd Hf		RE Tax/PU 2nd Half Health		
2020/08/001043 08/27/2020 GEN	643.76 REF	2nd Hf		Mobile Home Settm Parks 2nd H		
8600-70-90-909-000-00-00-40-428500-	10,000	DRETAC 10,000	4,566.28	578.81	5,433.72	45.7%
2020/08/000469 08/13/2020 GEN	498.13 REF	2nd Hf		RE Tax/PU 2nd Half Health		
2020/08/001043 08/27/2020 GEN	80.68 REF	2nd Hf		Mobile Home Settm Parks 2nd H		
8600-70-90-909-000-00-00-40-492100-	0	Loc Share 10,000	10,000.00	.00	.00	100.0%
TOTAL Contractual Services	240,010	220,427	112,708.81	16,768.62	38,122.27	51.1%
50 Materials And Supplies						
8600-70-90-909-000-00-00-50-500000-	15,000	Supplies 16,000	6,881.90	1,092.29	1,000.00	93.8%
2020/08/000230 08/04/2020 API	231.62 VND	001310 PO 107902	KONICA MINOLTA BUSIN	**1316072, 9006977627		474103
2020/08/000230 08/04/2020 API	450.93 VND	002485 PO 107905	US BANK	**5592 8400 0101 0984		474133
2020/08/000479 08/11/2020 API	84.55 VND	038940 PO 111119	BECKER RORY	**EMPLOYEE REIMBURSEMENT		474346
2020/08/001030 08/25/2020 API	325.19 VND	002485 PO 107905	US BANK	**5592840001010984		475229
8600-70-90-909-000-00-00-50-509000-	8,000	Uniforms 5,000	1,992.52	461.54	1,300.00	74.0%
2020/08/000781 08/18/2020 API	107.80 VND	004003 PO 108084	PRIMAL SCREEN INC	**PORTAGE PARK DISTRICT 54474		474772
2020/08/001030 08/25/2020 API	193.80 VND	047580 PO 111120	MARS DANIEL	**CLOTHING REIMBURSEMENT		475139
2020/08/001030 08/25/2020 API	159.94 VND	002485 PO 107906	US BANK	**5592840001010984		475229
8600-70-90-909-000-00-00-50-510000-	1,500	Office Equ 1,750	.00	.00	1,750.00	.0%
8600-70-90-909-000-00-00-50-530000-	85,000	Mnt Sup 68,400	32,579.62	14,308.20	21,526.13	68.5%
2020/08/000230 08/04/2020 API	1,662.60 VND	047532 PO 110887	KLYN NURSERIES INC	**POR705 PORTAGE PARK DISTRICT		474101
2020/08/000230 08/04/2020 API	8,276.59 VND	002485 PO 107904	US BANK	**5592 8400 0101 0984		474133
2020/08/001030 08/25/2020 API	3,994.01 VND	002485 PO 107904	US BANK	**5592840001010984		475229
2020/08/001050 08/27/2020 GEN	375.00 REF	JanJul		Memo Entry US Bank Rewards		

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8600-70-90-909-000-00-00-50-542000-	15,000	Fuel 20,000	4,423.75	1,023.52	3,500.00	82.5%
2020/08/001030 08/25/2020 API	78.33 VND	004271 PO 107916	RAVENNA CITY	**PORTAGE PARK DISTRICT JULY D	475180	
2020/08/001030 08/25/2020 API	945.19 VND	004271 PO 107917	RAVENNA CITY	**PORTAGE PARK DISTRICT JULY G	475180	
8600-70-90-909-000-00-00-50-596300-	10,000	Equip<5000 15,000	4,650.00	.00	5,350.00	64.3%
8600-70-90-909-000-00-00-50-596600-	30,000	Furn & Fix 30,000	.00	.00	25,000.00	16.7%
TOTAL Materials And Supplies	164,500	156,150	50,527.79	16,885.55	59,426.13	32.4%
60 Capital Outlay						
8600-70-90-909-000-00-00-60-610000-	200,000	Land Purch 170,000	192.50	.00	168,689.39	.8%
8600-70-90-909-000-00-00-60-610000-TCGII	0	Land Purch 15,000	13,889.39	.00	1,110.61	92.6%
8600-70-90-909-000-00-00-60-680000-	100,000	Const Proj 85,000	.00	.00	32,301.00	62.0%
8600-70-90-909-000-00-00-60-680000-MRGOP	0	Const Proj 485,000	406,842.14	1,246.97	6,458.20	98.7%
2020/08/001030 08/25/2020 API	1,246.97 VND	004467 PO 110820	CDWG CORPORATE OFFI	**3911111	475045	
8600-70-90-909-000-00-00-60-680000-TLLOT	0	Const Proj 355,000	83,287.60	.00	2,601.00	99.3%
8600-70-90-909-000-00-00-60-680000-TLTRL	0	Const Proj 800,000	13,889.09	.00	80,804.31	89.9%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8600-70-90-909-000-00-00-60-680000-TWGAZ	0	Const Proj 30,000	23,156.49	.00	6,844.00	77.2%
8600-70-90-909-000-00-00-60-683000-	1,080,000	Engin Proj 201,000	45,368.33	1,884.49	120,387.00	40.1%
2020/08/001030 08/25/2020 API	1,884.49 VND	003522 PO 108090	ENVIRONMENTAL DESIGN **19-00182-010,	0069047, MORGA	475073	
8600-70-90-909-000-00-00-60-683000-TLTRL	0	Engin Proj 19,000	10,067.02	170.02	4,000.00	78.9%
2020/08/000230 08/04/2020 API	170.02 VND	046379 PO 108093	CIVIL & ENVIRONMENTA **194-527 TRL LK TRLHD & TRLS		474080	
TOTAL Capital Outlay	1,380,000	2,160,001	596,692.56	3,301.48	423,195.51	27.6%
70 Other Expenses						
8600-70-90-909-000-00-00-70-700000-	1,000	Misc 1,000	.00	.00	1,000.00	.0%
TOTAL Other Expenses	1,000	1,000	.00	.00	1,000.00	.0%
90 Miscellaneous Expenses						
8600-70-90-909-000-00-00-90-910000-	96,250	Trans Out 325,000	325,000.00	.00	.00	100.0%
8600-70-90-909-000-00-00-90-920000-	288,750	Adv Out 0	.00	.00	.00	.0%
8600-70-90-909-000-00-00-90-946720-	15,000	TL Assmnt 15,000	6,168.43	.00	8,831.57	41.1%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL Miscellaneous Expenses	400,000	340,000	331,168.43	.00	8,831.57	97.4%
TOTAL Portage Park District	982,178	613,531	-266,553.77	-706,960.79	-375,819.16	-43.4%
TOTAL REVENUES	-2,059,288	-3,052,059	-1,761,811.12	-799,874.94	-1,290,247.88	
TOTAL EXPENSES	3,041,466	3,665,590	1,495,257.35	92,914.15	914,428.72	
8605 Headwaters Trails Improve						
10 Program Revenues						
8605-70-90-909-000-00-00-10-191000-	-288,750	St Grant -288,750	-35,569.69	.00	-253,180.31	12.3%*
TOTAL Program Revenues	-288,750	-288,750	-35,569.69	.00	-253,180.31	12.3%
20 NonProgram/Other Revenues						
8605-70-90-909-000-00-00-20-280000-	-96,250	Trans In -96,250	.00	.00	-96,250.00	.0%*
8605-70-90-909-000-00-00-20-290000-	-288,750	Advance In -288,750	.00	.00	-288,750.00	.0%*
TOTAL NonProgram/Other Revenues	-385,000	-385,000	.00	.00	-385,000.00	.0%
60 Capital Outlay						
8605-70-90-909-000-00-00-60-680000-	330,000	Const Proj 0	.00	.00	.00	.0%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8605-70-90-909-000-00-00-60-683000-	55,000	Engin Proj 0	.00	.00	.00	.0%
TOTAL Capital Outlay	385,000	0	.00	.00	.00	.0%
90 Miscellaneous Expenses						
8605-70-90-909-000-00-00-90-920000-	288,750	Adv Out 0	.00	.00	.00	.0%
8605-70-90-909-000-00-00-90-921000-	0	AO Return 61,497	.00	.00	61,497.00	.0%
TOTAL Miscellaneous Expenses	288,750	61,497	.00	.00	61,497.00	.0%
TOTAL Headwaters Trails Improve	0	-612,253	-35,569.69	.00	-576,683.31	5.8%
TOTAL REVENUES	-673,750	-673,750	-35,569.69	.00	-638,180.31	
TOTAL EXPENSES	673,750	61,497	.00	.00	61,497.00	
8607 Breakneck Creek Watershed						
40 Contractual Services						
8607-70-90-909-000-00-00-40-400000-	0	Cont Serv 11,973	.00	.00	11,973.00	.0%
TOTAL Contractual Services	0	11,973	.00	.00	11,973.00	.0%
TOTAL Breakneck Creek Watershed	0	11,973	.00	.00	11,973.00	.0%
TOTAL EXPENSES	0	11,973	.00	.00	11,973.00	
8611 Berlin Lake Trail						
40 Contractual Services						

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8611-70-90-909-000-00-00-40-400000-	0	Cont Serv 2,089	.00	.00	2,089.00	.0%
TOTAL Contractual Services	0	2,089	.00	.00	2,089.00	.0%
TOTAL Berlin Lake Trail	0	2,089	.00	.00	2,089.00	.0%
TOTAL EXPENSES	0	2,089	.00	.00	2,089.00	
8612 Morgan Park						
10 Program Revenues						
8612-70-90-909-000-00-00-10-191000-	0	St Grant -145,087	-145,087.00	.00	.00	100.0%
8612-70-90-909-000-00-00-10-195000-	0	Loc Grnt 0	-500.00	.00	500.00	100.0%
TOTAL Program Revenues	0	-145,087	-145,587.00	.00	500.00	100.3%
90 Miscellaneous Expenses						
8612-70-90-909-000-00-00-90-921000-	0	AO Return 149,338	.00	.00	149,338.00	.0%
TOTAL Miscellaneous Expenses	0	149,338	.00	.00	149,338.00	.0%
TOTAL Morgan Park	0	4,251	-145,587.00	.00	149,838.00	-3424.8%
TOTAL REVENUES	0	-145,087	-145,587.00	.00	500.00	
TOTAL EXPENSES	0	149,338	.00	.00	149,338.00	

8615 Kent Bog

40 Contractual Services

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
8615-70-90-909-000-00-00-40-400000-	0	Cont Serv 2,285	.00	.00	.00	100.0%
TOTAL Contractual Services	0	2,285	.00	.00	.00	.0%
90 Miscellaneous Expenses						
8615-70-90-909-000-00-00-90-921000-	0	AO Return 20,000	.00	.00	20,000.00	.0%
TOTAL Miscellaneous Expenses	0	20,000	.00	.00	20,000.00	.0%
TOTAL Kent Bog	0	22,285	.00	.00	20,000.00	.0%
TOTAL EXPENSES	0	22,285	.00	.00	20,000.00	
8616 Tinkers Creek Greenway Fund						
10 Program Revenues						
8616-70-90-909-000-00-00-10-191000-	0	St Grant -567,000	.00	.00	-567,000.00	.0%*
TOTAL Program Revenues	0	-567,000	.00	.00	-567,000.00	.0%
90 Miscellaneous Expenses						
8616-70-90-909-000-00-00-90-921000-	0	AO Return 577,949	.00	.00	577,949.00	.0%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL Miscellaneous Expenses	0	577,949	.00	.00	577,949.00	.0%
TOTAL Tinkers Creek Greenway Fund	0	10,949	.00	.00	10,949.00	.0%
TOTAL REVENUES	0	-567,000	.00	.00	-567,000.00	
TOTAL EXPENSES	0	577,949	.00	.00	577,949.00	
8617 Eagle Creek Greenway						
10 Program Revenues						
8617-70-90-909-000-00-00-10-160000-	0	Gifts -1,000	-1,000.00	.00	.00	100.0%
8617-70-90-909-000-00-00-10-191000-	0	St Grant -1,143,670	.00	.00	-1,143,670.00	.0%*
TOTAL Program Revenues	0	-1,144,670	-1,000.00	.00	-1,143,670.00	.1%
20 NonProgram/Other Revenues						
8617-70-90-909-000-00-00-20-280000-	0	Trans In -325,000	-325,000.00	.00	.00	100.0%
TOTAL NonProgram/Other Revenues	0	-325,000	-325,000.00	.00	.00	100.0%
40 Contractual Services						
8617-70-90-909-000-00-00-40-400000-	0	Cont Serv 58,720	.00	.00	58,720.00	.0%

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AS OF 08/01/2020				AS OF 08/31/2020			
FUND	TREASURER CASH BALANCE	— OUTSTANDING WARRANTS	= AUDITOR CASH BALANCE	AUDITOR CASH BALANCE	+ OUTSTANDING WARRANTS	= TREASURER CASH BALANCE	
8600 Portage Park District	1,310,389.11	9,038.63	1,301,350.48	2,008,311.27	10,276.21	2,018,587.48	
FUND 8600 TOTALS:	1,310,389.11	9,038.63	1,301,350.48	2,008,311.27	10,276.21	2,018,587.48	
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	61,497.22	.00	61,497.22	61,497.22	.00	61,497.22	
FUND 8605 TOTALS:	61,497.22	.00	61,497.22	61,497.22	.00	61,497.22	
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							

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FUND	AS OF 08/01/2020			AS OF 08/31/2020		
	TREASURER CASH BALANCE	— OUTSTANDING WARRANTS	= AUDITOR CASH BALANCE	AUDITOR CASH BALANCE	+ OUTSTANDING WARRANTS	= TREASURER CASH BALANCE
	2,088.11	.00	2,088.11	2,088.11	.00	2,088.11
FUND 8611 TOTALS:	2,088.11	.00	2,088.11	2,088.11	.00	2,088.11
8612 Morgan Park	149,837.27	.00	149,837.27	149,837.27	.00	149,837.27
FUND 8612 TOTALS:	149,837.27	.00	149,837.27	149,837.27	.00	149,837.27
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	22,284.36	.00	22,284.36	22,284.36	.00	22,284.36
FUND 8615 TOTALS:	22,284.36	.00	22,284.36	22,284.36	.00	22,284.36
8616 Tinkers Creek Greenway Fund	10,948.94	.00	10,948.94	10,948.94	.00	10,948.94
FUND 8616 TOTALS:	10,948.94	.00	10,948.94	10,948.94	.00	10,948.94
8617 Eagle Creek Greenway	326,000.00	.00	326,000.00	326,000.00	.00	326,000.00
FUND 8617 TOTALS:	326,000.00	.00	326,000.00	326,000.00	.00	326,000.00
REPORT TOTALS:	1,895,017.40	9,038.63	1,885,978.77	2,592,939.56	10,276.21	2,603,215.77

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PORTAGE COUNTY
Auditor Treasurer Reconciliation Report

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ALL FUNDS SUMMARY THROUGH 08/31/2020

FUND	08/01/20 AUDITOR CASH BALANCE +	TOTAL RECEIPTS -	TOTAL EXPENDITURES =	ENDING AUDITOR CASH BALANCE -	OUTSTANDING ENCUMBRANCES =	UNENCUMBERED BALANCE
8600 Portage Park Distri	1,301,350.48	-799,874.94	92,914.15	2,008,311.27	1,255,904.06	752,407.21
FUND 8600 TOTALS:	1,301,350.48	799,874.94	92,914.15	2,008,311.27	1,255,904.06	752,407.21
8601 PCPD Local Communit	.00	.00	.00	.00	.00	.00
FUND 8601 TOTALS:	.00	.00	.00	.00	.00	.00
8603 PCPD Towners Woods	.00	.00	.00	.00	.00	.00
FUND 8603 TOTALS:	.00	.00	.00	.00	.00	.00
8604 Portage Hike & Bike	.00	.00	.00	.00	.00	.00
FUND 8604 TOTALS:	.00	.00	.00	.00	.00	.00
8605 Headwaters Trails I	61,497.22	.00	.00	61,497.22	.00	61,497.22
FUND 8605 TOTALS:	61,497.22	.00	.00	61,497.22	.00	61,497.22
8606 Dix Park Improvemen	.00	.00	.00	.00	.00	.00
FUND 8606 TOTALS:	.00	.00	.00	.00	.00	.00
8607 Breakneck Creek Wat	11,972.39	.00	.00	11,972.39	.00	11,972.39
FUND 8607 TOTALS:	11,972.39	.00	.00	11,972.39	.00	11,972.39
8608 PCPD Franklin Conne	.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 Wat	.00	.00	.00	.00	.00	.00
FUND 8610 TOTALS:	.00	.00	.00	.00	.00	.00
8611 Berlin Lake Trail	2,088.11	.00	.00	2,088.11	.00	2,088.11

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PORTAGE COUNTY
Auditor Treasurer Reconciliation Report

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ALL FUNDS SUMMARY THROUGH 08/31/2020

FUND	08/01/20 AUDITOR CASH BALANCE +	TOTAL RECEIPTS -	TOTAL EXPENDITURES =	ENDING AUDITOR CASH BALANCE -	OUTSTANDING ENCUMBRANCES =	UNENCUMBERED BALANCE
FUND 8611 TOTALS:	2,088.11	.00	.00	2,088.11	.00	2,088.11
8612 Morgan Park	149,837.27	.00	.00	149,837.27	.00	149,837.27
FUND 8612 TOTALS:	149,837.27	.00	.00	149,837.27	.00	149,837.27
8613 Franklin Bog Park	.00	.00	.00	.00	.00	.00
FUND 8613 TOTALS:	.00	.00	.00	.00	.00	.00
8614 Red Fox Boat Access	.00	.00	.00	.00	.00	.00
FUND 8614 TOTALS:	.00	.00	.00	.00	.00	.00
8615 Kent Bog	22,284.36	.00	.00	22,284.36	2,285.00	19,999.36
FUND 8615 TOTALS:	22,284.36	.00	.00	22,284.36	2,285.00	19,999.36
8616 Tinkers Creek Green	10,948.94	.00	.00	10,948.94	.00	10,948.94
FUND 8616 TOTALS:	10,948.94	.00	.00	10,948.94	.00	10,948.94
8617 Eagle Creek Greenwa	326,000.00	.00	.00	326,000.00	12,500.00	313,500.00
FUND 8617 TOTALS:	326,000.00	.00	.00	326,000.00	12,500.00	313,500.00
REPORT TOTALS:	1,885,978.77	799,874.94	92,914.15	2,592,939.56	1,270,689.06	1,322,250.50

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

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
September 28, 2020 5:30 PM REMOTE MEETING



1. Administration:
 - a. Coordinated with ODOT for purchasing traffic counters with Active Transportation grant
 - b. Budget and grant planning and management. Survey, Phase I Environmental Site Assessment and title review initiated for Carlisle acquisition. Western Reserve Land Conservancy will hold a conservation easement. See attached draft easement template. Once the baseline documentation is complete, the easement will be presented for park board approval at the October or November regular meeting. Closing is anticipated for December 1, 2020.
 - c. Received no proposals as requested for criteria engineer for the Seasons Road Fen Wetlands Restoration design-build project. Need to revise RFP and/or consider alternatives for the restoration, as many of the skilled firms for criteria engineer instead desired to bid on the much larger design build contract, and they would have been precluded from doing so.
 - d. Continued investigation of potential land acquisitions.
 - e. Received request for additional contract extension deadline for biennial audit to end of September.
2. Park Maintenance and Improvement Projects:
 - a. Morgan Operations Center: Construction contract closeout pending final change order approval. Concrete floor installed in storage building. Purchasing furnishings as needed; field office move is in progress
 - b. Trail Lake Park: Contract closeout for parking lot construction. Restrooms have been installed. Initial paving of ADA trail, and grading/mowing of natural surface trails. Fishing pier is installed. Trail mapping, signage and brochure are in development. Purchasing furnishings and amenities. Worked with PPD Foundation to design plaque in honor of Helen Gregory. Site conditions and additions/modifications to the contract scope warrant change orders to increase contract price.
3. Public Engagement
 - a. Produced park update video shown as part of the Portage County Environmental Conservation Awards virtual event.
 - b. Ongoing virtual programs, social media and volunteer development
 - c. Launched master plan survey
 - d. Review of trail etiquette signage to increase safety
4. Natural Areas Stewardship
 - a. Promoted Lindsay Leightner and Emmet Roberts to permanent part time Natural Areas Specialists working up to 56 hours each every 2 weeks.
 - b. Planting trees and prep for native meadow restoration at Trail Lake Park
 - c. Ongoing biological inventories on current and prospective park properties.

PORTAGE PARK DISTRICT

GENERAL FUND

ACCOUNT DESCRIPTION	Difference Estimated- Actual	Actual/Likely Revenue	CURRENT BUDGET 9-25 2020
152000 Contract Services	-200.00	1,000.00	1,200.00
160000 Gifts & Donations PPDF pergola and boat launch	-2,200.00	36,800.00	39,000.00
191000 State Grant ODOT Healthy Transportation Grant (spent directly by ODOT)	8,400.00	8,400.00	
195000 Local Grant NOCEG Grant	1,500.00	1,500.00	
192400 State subsidy ODOT current balance plus new biennium allocation estimate (for Trail Lake Lot)	-13,708.00	109,000.00	122,708.00
200300 Real Estate Homestead Rollback	36,676.00	36,676.00	0.00
200400 Manufactured Homes Homestead	1,835.00	1,835.00	0.00
221000 Real Estate Tax Levy	-44,590.00	1,706,699.00	1,751,289.00
224000 Manufactured Homes	11,869.00	11,869.00	0.00
230000 Interest	5,000.00	20,000.00	15,000.00
241000 Oil & Gas Leases	-2,000.00	8,000.00	10,000.00
243000 Credit Card Incentives	-200.00	800.00	1,000.00
Refunds and Reimbursements	141.00	141.00	0.00
291000 Advance in (revised estimate based on actual grant reimbursements expected in 2020)	-307,309.00	804,553.00	1,111,862.00
SUBTOTAL REVENUES	-304,786.00	2,747,273.00	3,052,059.00
2019 Cash Carryover		1,741,757.50	1,741,757.50
TOTAL REVENUES, CARRYOVER & OTHER SOURCES		4,489,030.50	4,793,816.50
EXPENDITURES & OTHER USES	Difference Estimated- Actual	Actual/Likely Expense	Current Appropriations
281200 FT Employee Salaries	-35,030.00	365,000.00	400,030.00
281300 PT Employee Salaries	-26,170.00	80,000.00	106,170.00
31300 Overtime	-5,000.00	0.00	5,000.00
314000 Retirement/Separation payout	0.00	30,000.00	30,000.00
321010 PERS	-8,568.00	62,300.00	70,868.00
321200 Medicare	-888.00	6,452.00	7,340.00
321300 Workers Compensation	-1,040.00	7,565.00	8,605.00
321400 Unemployment	-10,000.00	0.00	10,000.00
321500 Health Benefits	-20,000.00	130,000.00	150,000.00
30 Personal Services Unit Total	106,696.00	681,317.00	788,013.00
400000 Admin Contractual Services	0.00	67,000.00	67,000.00
400000 Contractual Services TCGII - Tinkers Creek Greenway Phase II project	0.00	700.00	700.00
400100 Training, Lodging & Memberships	0.00	10,000.00	10,000.00
410000 Utilities	0.00	23,000.00	23,000.00
412000 Advertising, Marketing & Events	0.00	15,000.00	15,000.00
413000 Maintenance & Repairs	0.00	54,717.00	54,717.00
414000 Rentals and Leases	0.00	10.00	10.00
420100 Audit Services	0.00	5,000.00	5,000.00
428400 Auditor/Treasurer Fee	0.00	25,000.00	25,000.00
428500 DRETAC	0.00	10,000.00	10,000.00
492100 Local Share	0.00	10,000.00	10,000.00
40 Contractual Services Unit Total	0.00	220,427.00	220,427.00
500000 Admin Materials & Supplies	0.00	16,000.00	16,000.00
509000 Uniforms	0.00	5,000.00	5,000.00
510000 Office Equipment	0.00	1,750.00	1,750.00
530000 Maintenance Materials & Supplies (incl potential ODOT \$8,400 traffic counters; \$10k TRLTR landscaping)	0.00	68,400.00	68,400.00
542000 Fuel	0.00	20,000.00	20,000.00
596300 Equipment Less than \$5000	0.00	15,000.00	15,000.00
596600 Furniture & Fixtures	0.00	30,000.00	30,000.00
50 Materials & Supplies Unit Total	0.00	156,150.00	156,150.00
	AMENDMENT	PROPOSED	
610000 Land Purchase: Crystal Lake? Baxter? Brawley? Trail ROW?	0.00	170,000.00	170,000.00
610000 Land Purchase TCGII - Tinkers Creek Greenway Phase II Brotje	-1,100.00	13,900.00	15,000.00
680000 Construction (\$55,000 CXT stays here or in TRLT line)	-32,000.00	53,000.00	85,000.00
680000 Construction Projects - MRGOP - Morgan Park Operations Center Renovation Project, incl concrete, landscaping	-5,000.00	480,000.00	485,000.00
680000 Construction Projects - TLLOT - Trail Lake Park Parking Lot & Drive Project (includes ODOT\$S)	-21,150.00	333,850.00	355,000.00
680000 Construction Projects--TLTRL including boat launch and pier	0.00	800,000.00	800,000.00
680000 Construction Projects - TWGAZ - Townner's Woods Gazebo Project	-5,000.00	25,000.00	30,000.00
683000 Engineering Projects: Architecture for Russell site new shelter and restrooms, Trail Lake Shelter, Morgan Ops II	0.00	201,000.00	201,000.00
683000 Engineering Projects - TLTRL -Trail Lake Park Parking Lot, Drive & Trails	0.00	19,000.00	19,000.00
60 Capital Outlay Unit Total	64,250.00	2,095,750.00	2,160,000.00
700000 Miscellaneous	-1,000.00	0.00	1,000.00
70 Other Expenses Unit Total	1,000.00	0.00	1,000.00
910000 Transfer Out Eagle Creek Greenway local match	0.00	325,000.00	325,000.00
946720 Tax Levy Assessment	-8,500.00	6,500.00	15,000.00
90 Miscellaneous Expenses Unit Total	8,500.00	331,500.00	340,000.00
GRAND TOTAL EXPENDITURES & OTHER USES	180,446	3,485,144.00	3,665,590.00
Budget Commission Certification as of 9-1-2020		3,944,246	
TOTAL REVENUES & OTHER SOURCES		4,489,030.50	4,793,816.50
ANTICIPATED CASH CARRY FORWARD TO 2021		1,003,886.50	1,128,226.50

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

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

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of two (2) parcels of real property aggregating approximately 351.565 acres in area, located on State Route 82 in Hiram Township, Portage County, Ohio (the “**Property**”), known as permanent parcel numbers 21-037-00-00-013-000 and 21-037-00-00-013-015 and legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantor desires to grant this Conservation Easement to Grantee on a portion of the Property totaling approximately 311 acres (the “**Protected Property**”) as further described and depicted in a Baseline Documentation Report designated Exhibit B, with the Property Identification map of Exhibit B depicting the Protected Property in crosshatch, attached hereto and made a part hereof; 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 Hiram 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 Grant and that it is intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and

WHEREAS, this Conservation Easement, together with the Declaration of Restrictions entered into by and between Grantor and the Ohio Public Works Commission, recorded _____, 20__ as Instrument Number _____ of Portage County Records, is intended to fulfill requirements of the Clean Ohio Green Space Conservation Program; and

WHEREAS, the permanent preservation of the Protected Property is in furtherance of multiple public and private comprehensive open space plans, including the Unique Regional Waters by the Northeast Ohio Four County Regional Planning and Development Organization Clean Water Plan, and a priority Conservation Area in the Portage County Watershed Plan; 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 contains high quality habitat, perennial streams, high quality Category 3 wetlands and upland forest habitat; and

WHEREAS, the Protected Property contains outstanding scenic views that can be enjoyed by the general public from approximately _____ linear feet of road frontage along State Route 82; and

WHEREAS, the Protected Property is located adjacent to three (3) properties that are permanently protected by Grantee totaling _____ acres, 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 high development pressure; and **WHEREAS**, the Protected Property is located within close proximity to the Ravenna Arsenal and the Upper Cuyahoga River, two Ohio Audubon Important Bird Areas; and

WHEREAS, the Protected Property's southern boundary borders the Headwaters Trail, an 8.5-mile limestone-paved trail, built on the former Cleveland-Mahoning Railroad line between the Village of Mantua and the City of Garrettsville and is a part of the state Buckeye Trail system; and

WHEREAS, the Protected Property contains approximately 1,750 linear feet of Silver Creek and approximately 5,700 linear feet of Eagle Creek, tributaries to the _____ River; and

WHEREAS, Silver Creek is a coldwater stream to Eagle Creek and residing fish indicator species include dace (*Clinostomus elongates*) and mottled sculpin (*Cottus bairdii*), sampled in 2019; and

WHEREAS, the Protected Property contains [insert tree and plant species highlights here]; 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 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 Hiram 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 Grant, meaning that native plants and wildlife are permitted to exist in a relatively natural state; and

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

WHEREAS, Grantee is willing to accept this 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 Grant, (a) Grantee’s obligation under this 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, a 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 Grant.

A. PURPOSES FOR WHICH THIS CONSERVATION EASEMENT IS GRANTED:

This 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 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 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) Future Improvements. Notwithstanding anything to the contrary contained in this 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 anywhere on the Protected Property.

- (b) Restoration Activities. Grantor reserves the right, notwithstanding any provision to the contrary in this Grant, to engage in restoration and other long term management activities consistent with and as necessary to further the purposes of Grantor’s Natural Resource Management Plan; 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.
- (c) Maple Sugaring. Grantor reserves the right to tap maple trees on the Protected Property and to collect sap from such trees for the purpose of converting maple sap into maple syrup by any methods utilized by the maple syrup industry (“Sugaring”); provided, however, that such activities do not impair significant conservation interests as described in this Grant. Grantor may construct trails necessary for Sugaring, provided such trails shall be installed and maintained using Best Management Practices and in accordance with the provisions of subparagraph 4(c) such that soil erosion, soil degradation, and habitat disturbance are minimized. Temporary structures directly associated with sap collection, such as small pole buildings commonly used to cover sap gathering tanks, may be constructed and a single sugarhouse, which is permanently attached to the ground and contains a foundation or impermeable surface covering the ground, is permitted on the Protected Property; provided that such structure(s) do not impair significant conservation interests as described in this Grant.
- (d) Reservation of Forestry Management.
 - i) Right to Harvest. In accordance with this subsection 2(a) and consistent with the Conservation Purposes of this Grant, as defined in Paragraph A hereof, and the Conservation Values within the meaning of IRC Regulation Section 1.170(A)(14)(e), Grantor reserves the right to harvest trees for commercial and non-commercial purposes, including but not limited to lumber production, firewood production, woodland management for maple syrup production, and general habitat management, using prudent silviculture techniques and equipment.
 - ii) Forest Management Plan. Forested areas on the Protected Property shall be managed by Grantor to maintain and enhance healthy forests consistent with the Conservation Purposes and Conservation Values of this Grant and pursuant to

prudent silviculture techniques set forth in a Forest Management Plan (the “Management Plan”) prepared for Grantor by a Professional Forester. For the purposes hereof, “Professional Forester” is defined as an Ohio Department of Natural Resources (ODNR) Division of Forestry Service Forester, a Certified Forester (certified through the Society of American Foresters), a member in good standing of the Association of Consulting Foresters, or other professional agreed to in advance by Grantee. The Management Plan shall be updated at least once every ten years and is intended to be a long-term guidance document that establishes the goals and overall direction for the management of the forested areas of the Protected Property over many years taking into consideration both the landowner’s goals for the forest and the purposes of this Grant. The Management Plan shall be in the form and generally contain the substance of the ODNR Division of Forestry *Woodland Stewardship Management Plan* template document available through the ODNR and in use at the time the Management Plan is created or a substantially similar form subject to Grantee’s prior approval. The Management Plan shall describe in detail how the management of forest stands on the Protected Property meets the Conservation Purposes of this Grant including but not limited to how commercial timber harvests, if identified as forestry objective in the Management Plan, will be designed and implemented to (A) assure a continuing, renewable and long-term source of forest products, (B) maintain a healthy and biologically diverse forest that supports a full range of native flora and fauna, and (C) limits adverse aesthetic and ecological impacts, particularly in riparian areas, high elevation areas, and public vistas. Additionally, the Management Plan shall describe objective goals, such as maintaining specific industry standards for stocking levels or basal area in a forest stand, for any ongoing non-commercial harvesting activities, such as crop tree release for sugarbush management, cutting or girdling for habitat management, and cutting for firewood production for use on the Protected Property. The Management Plan shall be delivered to Grantee no less than 60 days prior to the commencement of any commercial or non-commercial harvest activities on the Protected Property, after which the Grantee shall have 45 days to approve, approve with modifications or disapprove the Management Plan. Any subsequent updates or significant modifications to management activities approved in the Management Plan shall be

submitted to the Grantee in the form of an updated Management Plan for review and are subject to approval, approval with modification, or disapproval by the Grantee.

- iii) Timber Harvest Plan. At least 60 days prior to any commercial harvest, and prior to obtaining bids for the harvest, Grantor shall provide Grantee with the current Management Plan and a written Timber Harvest Plan (“Harvest Plan”) prepared by a Professional Forester or other professional agreed to in advance by Grantee. The Harvest Plan is a detailed plan that provides the guidance and specifics associated with an imminent timber harvest that is consistent with and supported by the Management Plan. Unless otherwise agreed to by Grantee, the Harvest Plan must include, at a minimum, the signatures of the Grantor and the Professional Forester that prepared the Harvest Plan. Grantee shall have 45 days to approve, approve with modifications or disapprove the Harvest Plan. The Harvest Plan shall describe how the intended harvest meets the goals of the Management Plan. The Harvest Plan shall specifically include, at a minimum, the following information: (A) an inventory of trees selected for removal including species, size, and number; (B) an ingress and egress plan, including an appropriately scaled and accurate map, designed such that trails necessary for the harvest shall be no greater in number, length and width than is required to effectively and safely harvest the forest; (C) a plan to minimize impacts to the stream corridors, wetlands, steep slopes, and other sensitive areas; (D) forest stand descriptions including but not limited to stand quality and stocking levels before and after harvesting, soils, topography, insect and disease occurrence, and previous management history; (E) plant and wildlife considerations; (F) aesthetic and recreational considerations including impacts on scenic views from public roads, trails and other places; and (G) specific objectives for restoration, including but not limited to, grading and seeding of disturbed areas for long-term soil, water and habitat conservation purposes and removal of temporary structures or other waste materials; and (H) a summary of activities and practices intended to comply with all industry best management practices (BMPs) as of the time of the harvest, including guidelines found in the publication by The Ohio State University Extension Service entitled *BMPs for Erosion Control for Logging Practices in Ohio* (Bulletin 916), as may be amended or replaced from time to time. In addition to the Harvest Plan, Grantor shall submit to Grantee prior

to the harvest the ODNR Division of Soil & Water Conservation's *Timber Harvest Notice of Intent (NOI) and Timber Harvest Plan* document, as may be amended or replaced from time to time. Harvesting activities and techniques such as "high grading" (taking the highest value/quality trees and leaving the lowest value/quality trees), "diameter limit cutting" (taking all trees over a certain diameter without regard for other silvicultural considerations like stocking levels, species composition, and wildlife habitat), "overcutting" (reducing stocking levels below widely recognized standards for the forestry industry for growing high quality commercial timber on a sustainable yield basis) and "clear cutting" (cutting all trees) are expressly prohibited hereunder unless consistent with the Conservation Purposes and Conservation Values of this Grant, strongly recommended by the Professional Forester preparing the Harvest Plan, and approved in advance by Grantee, at Grantee's sole discretion.

- iv) Grantee's Considerations. Grantee may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists, or other experts as Grantee may select when considering approving, approving with modifications or disapproving the Management Plan or the Harvest Plan.
 - (e) Oil and Gas Exploration. There shall be no drilling for oil, gas or similar substances from on the surface of the Protected Property. Notwithstanding the preceding prohibition, however, nothing herein shall prohibit the Protected Property from being leased or otherwise committed as part of a drilling unit for oil and gas production, so long as any such lease or other commitment does not authorize or provide for activities that will impact the surface of the Protected Property in any manner that is inconsistent with the terms of this Grant, regardless of whether such impacts are temporary or permanent in nature.
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 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 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 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 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 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 Grant, there shall be no drilling for oil, gas or similar substances from the Protected Property.
- (f) Habitat Disturbance. Except as otherwise permitted in this 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 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, 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 driveways and parking areas included in the Existing Improvements and Future Improvements and for 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 Grant.
 - (k) Subdivision. Except as may be otherwise provided in this Grant, without the prior consent of Grantee, (i) the parcel(s) presently constituting the Protected Property shall not be divided, subdivided or transferred separately from the other; and (ii) any transfer of the Protected Property must include all parcels.
 - (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 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 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 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. Failure of Grantee to respond in writing within such sixty (60) days shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not contrary to the express restrictions hereof.
- (a) **Approval by Grantee of Certain Uses or Activities.** Grantor's exercise of the Major Reserved Rights under paragraph 2 of this 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 Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle Grantee to such rights or remedies as may be available under this Conservation Easement.

- 8. Grantee's Remedies. In the event of a violation of the terms of this 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 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 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 Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this 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 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 Conservation Easement by prior failure to act. Any costs incurred by Grantee in enforcing the terms of this 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 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 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 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 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 Grant, Grantor

agrees that a reference to this 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 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 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 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 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 Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this 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 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 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 Conservation Easement.

- (c) Discretionary Approval. Grantee's consent for activities otherwise prohibited under this 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 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 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 Conservation Easement, and (B) results in an outcome that is neutral with respect to or enhances the Conservation Purposes of this 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 Conservation Easement; (ii) adversely affect the perpetual nature of this Conservation Easement; (iii) adversely affect the qualification of this 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 Conservation Easement if, in Grantee's opinion, the purposes of this Conservation Easement are better served by this 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 Conservation Easement is intended to advance continue to be carried out.

15. Extinguishment.

- (a) Limitation. If future circumstances render the purposes of this Conservation Easement impossible to accomplish, this 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 Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Conservation Easement.
- (b) Percentage Interests. For purposes of this paragraph 15, Grantor and Grantee stipulate that, as of the effective date of this Grant, this 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 Conservation Easement on the effective date of this Grant to (ii) the value of the Protected Property, without deduction for the value of this Conservation Easement, on the effective date of this Grant. The values on the effective date of this Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this 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 Conservation Easement to the value of the Protected Property unencumbered by this 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 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 Conservation Easement and the application thereof to the Protected Property are hereby declared to be independent of and severable from the remainder of this 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 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, Ohio 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 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 Conservation Easement in the event of any violation of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Conservation Easement or of any of Grantee's rights under this 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 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 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 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 Conservation Easement without the necessity of producing any other original copy.
25. **Time of Essence.** Time is strictly of the essence in this Conservation Easement.
26. **Construction.** The parties acknowledge that each party has reviewed and revised this 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 Conservation Easement and any amendment or exhibit hereto.
27. **Entire Agreement; Recitals and Exhibits.** This Grant sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein. Any and all recitals in this Conservation Easement are agreed by the parties to be accurate, are incorporated into this Conservation Easement by this reference, and shall constitute integral terms and conditions of this Grant. Any and all exhibits and addenda attached to and referred to in this 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 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 Grant effective as of the date this 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 Conservation Easement.
29. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this 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 Conservation Easement and the Conservation Easement, itself, come

to be owned by the same owner, such owner as promptly as practicable shall assign this 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 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 Conservation Easement terminate upon transfer of that party’s interest in this 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 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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ day of _____, 2020.

GRANTOR:

PORTAGE PARK DISTRICT

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this ____ day of _____, 2020 by _____, _____ of Portage Park District, a Park District formed under the authority of Chapter 1545 of the Ohio Revised Code, on behalf of the Park District.

Notary Public

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

ACCEPTANCE

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

IN WITNESS WHEREOF, the undersigned have executed and delivered this Acceptance this ____ day of _____, 2020.

GRANTEE:

WESTERN RESERVE LAND CONSERVANCY

By: _____
Robert B. Owen
Its: Assistant Secretary

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

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this ____ day of _____, 2020 by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public

RESOLUTION # 2020-

Re: Resolution approving Portage Park District expenditures for the month of August, 2020

WHEREAS: The following expenditures have been made in the month of August, 2020 in the following budget categories:

General Operating Fund #8600		
Description	Payee	Amount
Unit 30 Payroll/Personal Services	Portage County Auditor/Payroll	\$55,958.50
Unit 40 Contract Services		\$16,768.62
Admin. Contract Services- 2 months of credit card purchases; monthly copier lease	US Bank; Konica Minolta	\$362.22
Training/Memberships- credit card purchases- agency membership fees	US Bank	\$1,618.00
Utilities- office phone; natural gas at garage & Morgan Park; electric at 5 locations; staff phones & devices	AT&T; Dominion; Ohio Edison; Verizon Wireless	\$1,455.53
Advertising- 2 months of credit card advertising purchases	US Bank	\$351.99
Maintenance & Repairs- portable restroom monthly fee; 2 months of credit card purchases; 2 months of dumpster rentals	Portage Portable Toilets; US Bank; Kevin Scott Trucking	\$1,195.89
Auditor/Treasurer Fees- 2019 2 nd Half Real Estate Taxes and Mobile home settlements	Portage County Auditor and Treasurer	\$11,206.18
DRETAC- 2019 2 nd Half Real Estate Taxes and Mobile home settlements	Portage County Auditor and Treasurer	\$578.81
Unit 50 Materials & Supplies		\$16,885.55
Admin. Materials & Supplies- monthly copier charges; employee reimbursement; 2 months of credit card purchases	Konica Minolta; Rory Becker; US Bank	\$1,092.29
Uniforms- Staff uniforms and logos; employee reimbursement; staff PPE	Primal Screen Inc.; Dan Mars; US Bank	\$461.54
Maintenance Materials & Supplies- Entrance signs for Trail Lake Park and Morgan Ops Center; credit card purchases	Klyn Nurseries; US Bank	\$14,308.20
Fuel- July diesel & gasoline costs	City of Ravenna	\$1,023.52
Unit 60 Capital Outlay		\$34,138.31
Construction Project- Project Code MRGOP Morgan Operations Center Internet supplies	CDWG Corp.	\$1,246.97
Engineering Projects- Morgan Ops Septic & WW project	Environmental Design Group	\$1,884.49
Engineering Projects- Project Code TLTRL Trail Lake Trailhead and Trails Project	Civil & Environmental Engineers	\$170.02

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 August, 2020.

Upon a motion by _____ and seconded by _____, the vote was as follows:

Thomas Hrdy _____

Scott McKinney _____

Allan Orashan _____

Charles Engelhart _____

We certify that the foregoing is a true copy of a resolution passed and action taken
in an open meeting on September 28, 2020

Christine Craycroft, Executive Director
Secretary to the Board of Park Commissioners

RESOLUTION #2020-

Re: Cash Advance Returns to General Fund

WHEREAS: The Portage Park District Board of Commissioners passed Resolution 2019-66 on December 16, 2019 amending previous resolutions and extending the cash advance return date for multiple cash advances, below:

Resolution	Amount	to Fund
RESOLUTION 2017-28	\$450,000	Tinkers Creek Greenway Fund
RESOLUTION 2017-37	\$365,000	Tinkers Creek Greenway Fund
RESOLUTION 2017-37	\$295,000	Headwaters Trail Fund
RESOLUTION 2017-59	\$20,000	Kent Bog Expansion Fund
RESOLUTION 2018-28	\$148,814	Morgan Park Fund
RESOLUTION 2019-38	\$40,000	Tinkers Creek Greenway Fund

WHEREAS: Grant funds have been received and balances are available in the following funds available for return to the General Fund:

Amount	Fund
\$61,497	Headwaters Trail Fund
\$20,000	Kent Bog Expansion Fund
\$148,814	Morgan Park Fund

NOW THEREFORE BE IT RESOLVED: That the Board of Commissioners of the Portage Park District hereby authorizes

1. the full cash advance returns from the following funds:

Debit	86159099-921000	\$20,000	Credit	86009092-291000	\$20,000
Debit	86129099-921000	\$148,814	Credit	86009092-291000	\$148,814

2. the partial cash advance return from the Headwaters Trail Fund to the General Fund:

Debit	86059099-921000	\$61,497	Credit	86009092-291000	\$61,497
--------------	------------------------	-----------------	---------------	------------------------	-----------------

3. the classification of the balance of the unreturned cash advance from Headwaters Trail Fund in the amount of **\$233,503 as a permanent Cash Transfer from the General Fund to the Headwaters Trail Fund**

Upon a motion by _____ and seconded by _____, the vote was as follows:

Thomas Hrdy _____

Scott McKinney _____

Allan Orashan _____

Charles Engelhart _____

I certify that the foregoing is a true copy of a resolution passed and action taken in an open meeting on September 28, 2020

Christine Craycroft, Executive Director

RESOLUTION #2020-

Re: Authorizing change order #6 Morgan Operations Center Construction Contract

WHEREAS: The Portage Park District has entered into a contract with Roseman Building Systems, Inc. (Contractor) for renovation of a building into the Morgan Operations Center, and

WHEREAS: The Architect, Operations Manager and Executive Director have agreed that the proposed change order, attached, is necessary, **NOW THEREFORE BE IT**

RESOLVED: That the Board of Commissioners of the Portage Park District does hereby authorize the attached change order to the contract with Roseman Building Systems for construction of the Morgan Operations Center: #6 in the amount of \$603.35 for the installation of a furnace circuit.

Upon a motion by _____ and seconded by _____, the roll call vote was as follows:

Thomas Hrdy: Scott McKinney:

Allan Orashan: Charles Engelhart :

I certify that the foregoing is a true copy of a resolution passed and action taken in an open meeting on September 28, 2020

Christine Craycroft, Executive Director

**Portage Park District
Morgan Park – Operations Center**

CHANGE ORDER

Change Order No. ____05__ 06
Project: Morgan Park – Operations Center
Date: ____August 1, 2020____

- I. The following changes are hereby made to the contract documents (attach documentation):
- II. The following change is made to the contract price:

Original contract price	\$ 469,475.00	
Previous change/extras	\$ 10,852.94	\$21,163.39
This change/extra	\$ 603.35	
Subtotal	\$ 11,456.29	\$21,766.74
Deductions	\$	
Net total	\$ 480,931.29	\$491,241.74

- III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by 0 calendar days, making the date for completion of all work _____.

- IV. ____ There will be no claims for damages resulting from this change.

____ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$_____.

Change requested by _____ Date _____
(Contractor)

Change recommended by  Date 7.30.2020
(Architect)

Change accepted by _____ Date _____
(Owner)



CHANGE ORDER

Date: 07/30/2020

Change Order: 006

Project: Portage Park District – Morgan Operations Center Renovation
8505 Nicodemus Rd, Ravenna, Ohio 44266

Amount of this Change: \$603.35

Pursuant to the written instruction by Sean Thompson/T Manfrass & Associates Architects, LLC, RBS General Contracting LLC proposes to perform the following change order work on the Project:

Install Additional Furnace Circuit that Was Not on the Drawings
Installed conduit and Wire

Total Change: \$512.13

10% Overhead: \$ 51.22

Total Change: \$563.35

5% Profit: \$ 28.17

Total Change: \$591.52

2% Bond: \$ 11.83

Total Change: \$603.35

The work covered by this Additional Change Request shall be performed under the Terms and Conditions of the Contract unless otherwise stipulated herein.

OWNER'S SIGNATURE

Print Name: _____

RBS General Contracting LLC

By: Melissa Roseman

Its: Owner

RESOLUTION #2020

Re: Authorize change orders Trail Lake Park Trailhead and Trails Construction

WHEREAS Portage Park District has entered into a contract with

WHEREAS The Park District Board of Commissioners passed RESOLUTION 2020-25 awarding a contract to Woodford Excavating LLC for the Trail Lake Park Trailhead and Trails construction in the amount of \$656,417.50, authorized up to \$722,060, and

WHEREAS Changes in the project scope due to site conditions and modified plans necessitate change orders to the contract, totaling \$723,611.22, attached, and

WHEREAS The Project Engineer, Operations Manager and Executive Director have reviewed and recommend the proposed changes, and

WHEREAS Adequate funds have been appropriated in the Capital Expense Unit, Trail Lake Trails Construction line to accommodate the change orders, **NOW, THEREFORE BE IT**

RESOLVED by the Board of Commissioners of the Portage Park District that the attached Change Orders No. 1 and No.2 to the Trail Lake Trailhead and Trails contract with Woodford Excavating, LLC totaling \$723,611.22 are hereby authorized.

Upon a motion by _____ and seconded by _____, the roll call vote was as follows:

Thomas Hrdy: _____

Scott McKinney: _____

Allan Orashan: _____

Charles Engelhart: _____

I certify that the foregoing is a true copy of a resolution passed and action taken in an open meeting on September 28, 2020

Christine Craycroft, Executive Director

CHANGE ORDER

Change Order No. 1Project: **TRAIL LAKE PARK-TRAILHEAD AND TRAILS**

Date: 09/22/2020

- I. The following changes are hereby made to the contract documents (attach documentation):
- II. The following change is made to the contract price:

Original contract price	\$ 656,417.50
Previous change/extras	\$ _____
This change/extra	\$ 62,643.72
Subtotal	\$ 719,061.22
Deductions	\$ _____
Net total	\$ 719,061.22

- III.** The following change is made to the contract time:

The contract time will be (increased) (decreased) by 0 calendar days, making the date for completion of all work 12/15/2020.

- IV. X There will be no claims for damages resulting from this change.

____ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$ _____.

Change requested by _____ Date _____

Change recommended by _____ Date _____

Change accepted by _____ Date _____

Woodford Excavating LLC
 701 Diehl South Rd.
 Leavittsburg, Ohio 44430
 330-395-3478 office
 330-507-9794 cell
 330-898-0298 fax



Estimate

Date	Estimate #
9/11/2020	1994

Name / Address
Portage Park District 705 Oakwood St Ste G-4 Ravenna, OH 44266

Ship To
Change Order 1

Description	Rate	Qty	Total
ADDITIONAL WORK PER REVISED PLAN SHEET C610			
KOMATSU D61	145.00	14	2,030.00
KOMATSU D51	121.00	14	1,694.00
BELL B25	141.00	10	1,410.00
MOXY MT26	141.00	10	1,410.00
DYNAPAC CA251	84.00	10	840.00
Operator	70.15	14	982.10
Operator	70.15	14	982.10
Labor	55.72	10	557.20
Labor	55.72	10	557.20
Labor	55.72	10	557.20
FIELD ADJUSTMENTS TO PLANS TO ACHIEVE PROPER DRAINAGE AND ADA REQUIREMENTS			
KOMATSU D51	121.00	20	2,420.00
BELL B25	141.00	18	2,538.00
DYNAPAC CA251	84.00	18	1,512.00
Operator	70.15	20	1,403.00
Labor	55.72	18	1,002.96
Labor	55.72	18	1,002.96
Sales Tax	6.75%		0.00
All prices include OH&P.		Total	\$20,898.72

Woodford Excavating LLC
 701 Diehl South Rd.
 Leavittsburg, Ohio 44430
 330-395-3478 office
 330-507-9794 cell
 330-898-0298 fax



Estimate

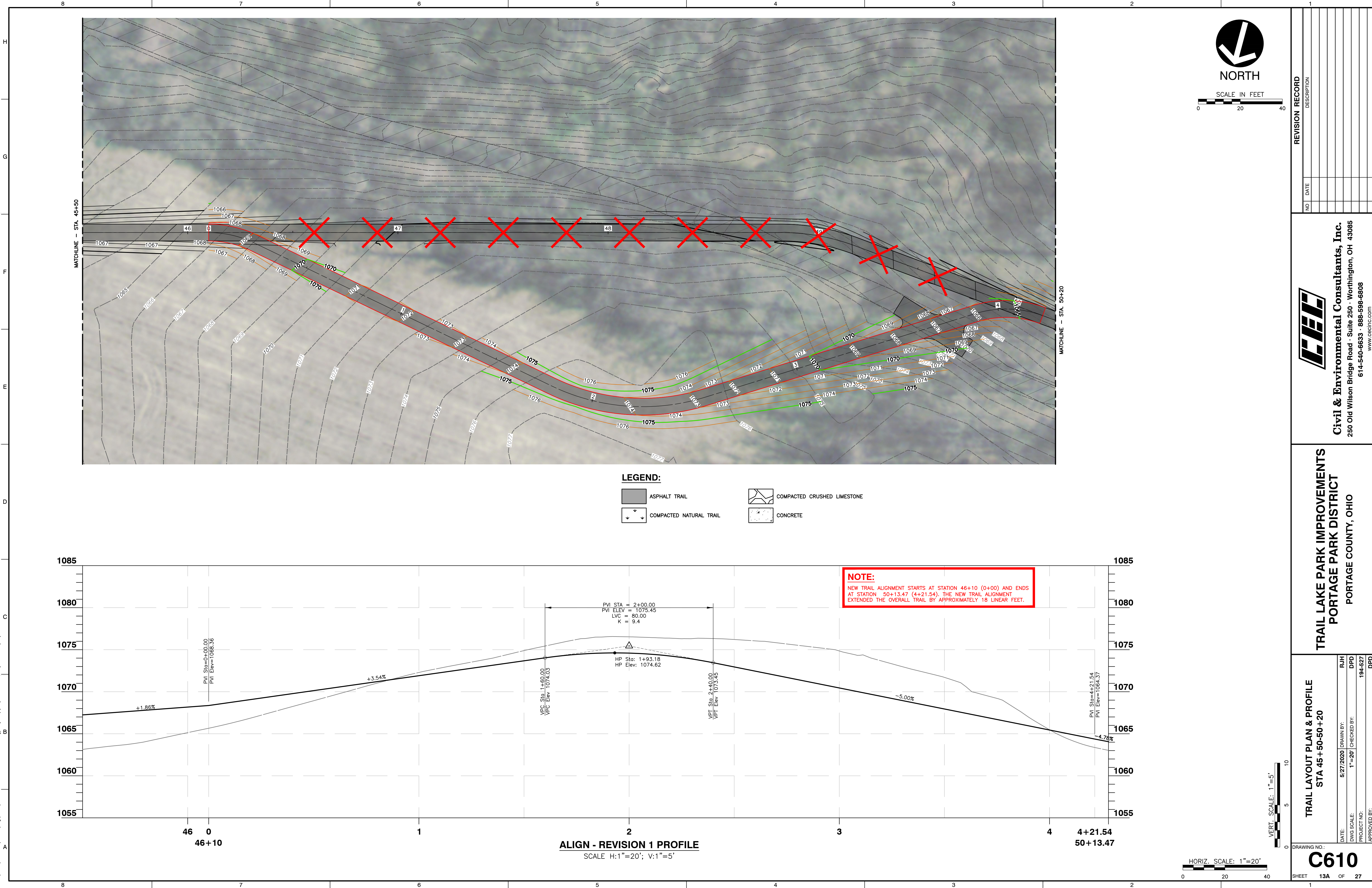
Date	Estimate #
9/16/2020	1999

Name / Address
Portage Park District 705 Oakwood St Ste G-4 Ravenna, OH 44266

Ship To
Additional Requested Pricing CO2- Revised

Description	Rate	Qty	Total
1. Install secondary access from trailhead to dock.	1,250.00	1	1,250.00
2/10/11. Upsize previously installed culverts to 24", bury ends of pipe and extend rip rap in the eastern drainage area by 50'	9,075.00	1	9,075.00
4. Swale erosion area at aprx. sta 30+00 and install stone level spreader.	650.00	1	650.00
5. Raise trail 6" from aprx. 35+50 to 36+50	90.00	20	1,800.00
6. Swales from 40+00 to 42+00 on left and right per provided diagram. *REVISION - Includes native stone check dams every 50'.	6,500.00	1	6,500.00
7. Swale from 42+00 to 45+00 on left side of trail per provided diagram	2,200.00	1	2,200.00
8/9. Re-grade embankment at 49+00 right and spread soil to achieve positive drainage in natural surface trail.	7,300.00	1	7,300.00
16. Raise trail 9" from 59+00 to 61+00 (Qty installed on 9/17/20)	90.00	32	2,880.00
17. Undercut and replace with 304 limestone (Field Measured 9'Wx30'Lx.5'D = 25cy)	76.00	25	1,900.00
18. Raise trail 9" from 65+00 to 71+00 (Qty installed on 9/17/20)	90.00	91	8,190.00
Sales Tax	6.75%		0.00
		Total	\$41,745.00

P:\12019\194-527\1-C610\Draw\C610\194527-C610-0600-Plan Sheet.dwg(134) [5/9/17/2020 - 4:04:56] - LP: 9/22/2020 10:28 AM



Meeting Minutes

PROGRESS MEETING

Date: 9/16/2020

Location: Trail Lake Park, Microsoft Teams

Time: 9:00 AM

Project: Trail Lake Park – Trailhead and Trails
605 Ravenna Road
Streetsboro, Portage County, Ohio

➤ **Attendance Sheet**

1. Attached

➤ **Discussion Points**

1. PDF Document attached (18 Discussion Items)
2. **Item 1:** PPD would like a secondary access from the trailhead to the dock installed. Grass/natural trail.
 - a. PPD to choose trail end point and tie in point to asphalt trail. PPD acknowledges that the trail will not be ADA compliant.
 - b. Woodford will provide pricing for change.
3. **Item 2:** Upside the culvert pipes to 24-inches for the erosion repair areas.
 - a. Woodford to bill the cost difference.
4. **Item 3:** Many locations appear to have excess buildup along the shoulder of the proposed path. We do not want heavy machinery on the trail after pavement is installed, and think that this should be graded and/or removed prior to paving.
 - a. This is acknowledged to be part of the Contractor's means and methods.
 - b. Woodford reassured PPD that excessive buildup will be cleared.
5. **Item 4:** There is a low spot on the eastside of the trail that needs a swale installed to the east to allow drainage to flow.
 - a. Woodford to use stone up to the trail edge and/or level spreader to help in addition to swale to help allow drainage to flow.

6. **Item 5:** This area needs to be raised at least 6-inches.
 - a. Rutting cause by loaded dump truck according to Woodford. Finished product to be able to drain. Will raise if needed.
7. **Item 6 & 7:** Approximately Station 40-42 swales should be installed at the top of the embankment on both sides of trail & Approximately Station 42-45 swales should be installed at the south side of trail.
 - a. CEC will provide a schematic and typical section for the swales.
8. **Item 8:** Approximately Station 49, as trail enters woods, cut down the embankment on the north/west side.
 - a. Woodford currently at design embankment. May not be possible to lessen slope to 5:1 due to trees.
9. **Item 9:** On the natural surface trail east of station 49, add fill on the north side of trail to allow positive drainage (can use fill from #8?).
 - a. Woodford currently doing this with the excess cut.
10. **Item 10:** Completely bury storm sewer pipe with stone.
 - a. Woodford will bury pipe with stone to what is feasible to make it look natural.
11. **Item 11:** Extend the stone and fill material for the eastern most gully, another approximately 50-ft.
 - a. Woodford will extend stone and fill material for additional cost.
12. **Item 12:** Install a natural stone material for natural surface trails, spec TBD.
 - a. Still to be determined. Looking at a 304 and/or 411 crushed limestone.
13. **Item 13:** The intersection of the natural trail and the paved trail.
 - a. The natural trail to the west should be feathered a constant slope
 - b. The asphalt should be extended 10-ft in west/east direction to flare into the natural trail.
 - i. CEC to provide a sketch of the intersection.
14. **Item 14:** The proposed trail should hug the left side of this, to save the tree on the north.
 - a. Woodford acknowledged.
15. **Item 15:** Approximately station 52-53 there is a lot of dirt that needs to be knocked down.
 - a. Woodford to use/move dirt.

16. **Item 16:** Approximately station 59-61 raise trail approximately 6-12 inches.
 - a. Trail to be raised 9-inches. Woodford to bill additional cost at CY unit price.
17. **Item 17:** There is some ground water heaving that will require some undercut to occur.
 - a. CEC (Dustin Doherty) to be on site for undercut Friday, September 18, 2020 at 8:00 a.m. Woodford to bill additional cost at CY unit price to fill.
18. **Item 18:** Approximately station 65-71 raise trail approximately 6-12 inches
 - a. Trail to be raised 9-inches. Woodford to bill additional cost at CY unit price.

➤ **Questions/Open Discussion**

1. Portage Park District Comments/Concerns:
 - a. PPD needs natural trail delineated to get their plantings scheduled.
 - i. Woodford will mark out natural trail limits.
 - b. PPD has special wildflower seed mix as well as grass seed mix.
 - i. Woodford to bill cost difference.
 - c. Concrete Trailhead amended. PPD to Coordinate with Woodford.
 - i. Woodford will bill the additional costs associated with Concrete Trailhead (change in layout, stamping, etc.).
2. Asphalt paving to begin next week.
3. Woodford to provide PPD with the current breakdown of materials delivered on-site so far.

Attachment: Attendance (Sign-in) Sheet (1 Sheet)
Contact Directory (1 Sheet)



Civil & Environmental Consultants, Inc.

Sign-in Sheet

PROGRESS MEETING

Wednesday, September 16, 2020

Attend	Name	Company	Phone	Email
X	Dustin Doherty	CEC	614-359-6321	ddoherty@cecinc.com
X	Erik Briedis	CEC	614-779-6222	ebriedis@cecinc.com
X	Christine Craycroft	PPD	330-388-5460	ccraycroft@portageparkdistrict.org
X	Craig Alderman	PPD	330-388-5461	calderman@portageparkdistrict.org
X	Jeff Melik	Woodford	330-442-2063	jeff@woodford-excavating.com
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

Hi, Jeff –

I walked the site with PPD yesterday to talk about the trail prior to paving. We would like to discuss the following items with you tomorrow at our progress meeting:

1. PPD would like a secondary access from the trailhead to the dock installed. Grass/natural trail.
2. We would like to upside the culvert pipes to 24-inches for the erosion repair areas
3. Many locations appear to have excess buildup along the shoulder of the proposed path. We do not want heavy machinery on the trail after pavement is installed, and think that this should be graded and/or removed prior to paving.
4. There is a low spot on the eastside of the trail, that needs a swale installed to the east to allow drainage to flow



5. This area needs to be raised at least 6-inches



6. Approximately Station 40-42 swales should be installed at the top of the embankment on both sides of trail
7. Approximately Station 42-45 swales should be installed at the south side of trail
8. Approximately Station 49, as trail enters woods, cut down the embankment on the north/west side
9. On the natural surface trail east of station 49, add fill on the north side of trail to allow positive drainage (can use fill from #8?)
10. Completely bury storm sewer pipe with stone
11. Extend the stone and fill material for the eastern most gully, another approximately 50-ft
12. Install a natural stone material for natural surface trails, spec TBD
13. The intersection of the natural trail and the paved trail
 - a. The natural trail to the west should be feathered a constant slope
 - b. The asphalt should be extended 10-ft in west/east direction to flare into the natural trail
14. The proposed trail should hug the left side of this, to save the tree on the north



15. Approximately station 52-53 there is a lot of dirt that needs to be knocked down
16. Approximately station 59-61 raise trail approximately 6-12 inches
17. There is some ground water heaving that will require some undercut to occur



18. Approximately station 65-71 raise trail approximately 6-12 inches

Regards,

Dustin P. Doherty, P.E., CPESC / Senior Project Manager
Civil & Environmental Consultants, Inc.

250 W. Old Wilson Bridge Road, Suite 250, Worthington, OH 43085

direct 614.310.2075 office 614.540.6633 mobile 614.359.6321

www.cecinc.com

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CHANGE ORDER

Change Order No. 2

Project: **TRAIL LAKE PARK-TRAILHEAD AND TRAILS**

Date: 09/22/2020

- I. The following changes are hereby made to the contract documents (attach documentation):
Park District's revised layout area and the addition of stamping which was not originally included in the bid documents.
- II. The following change is made to the contract price:

Original contract price	\$ 656,417.50
Previous change/extras	\$ 62,643.72
This change/extra	\$ 49,875.00
Subtotal	\$ 768,936.22
Deductions	\$ 45,325.00
Net total	\$ 723,611.22

- III.** The following change is made to the contract time:

The contract time will be (increased) (decreased) by 0 calendar days, making the date for completion of all work 12/15/2020.

- IV. X There will be no claims for damages resulting from this change.

____ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$_____.

Change requested by _____

Date_____

Change recommended by _____

Date_____

Change accepted by _____

Date _____

Woodford Excavating LLC
 701 Diehl South Rd.
 Leavittsburg, Ohio 44430
 330-395-3478 office
 330-507-9794 cell
 330-898-0298 fax



Estimate

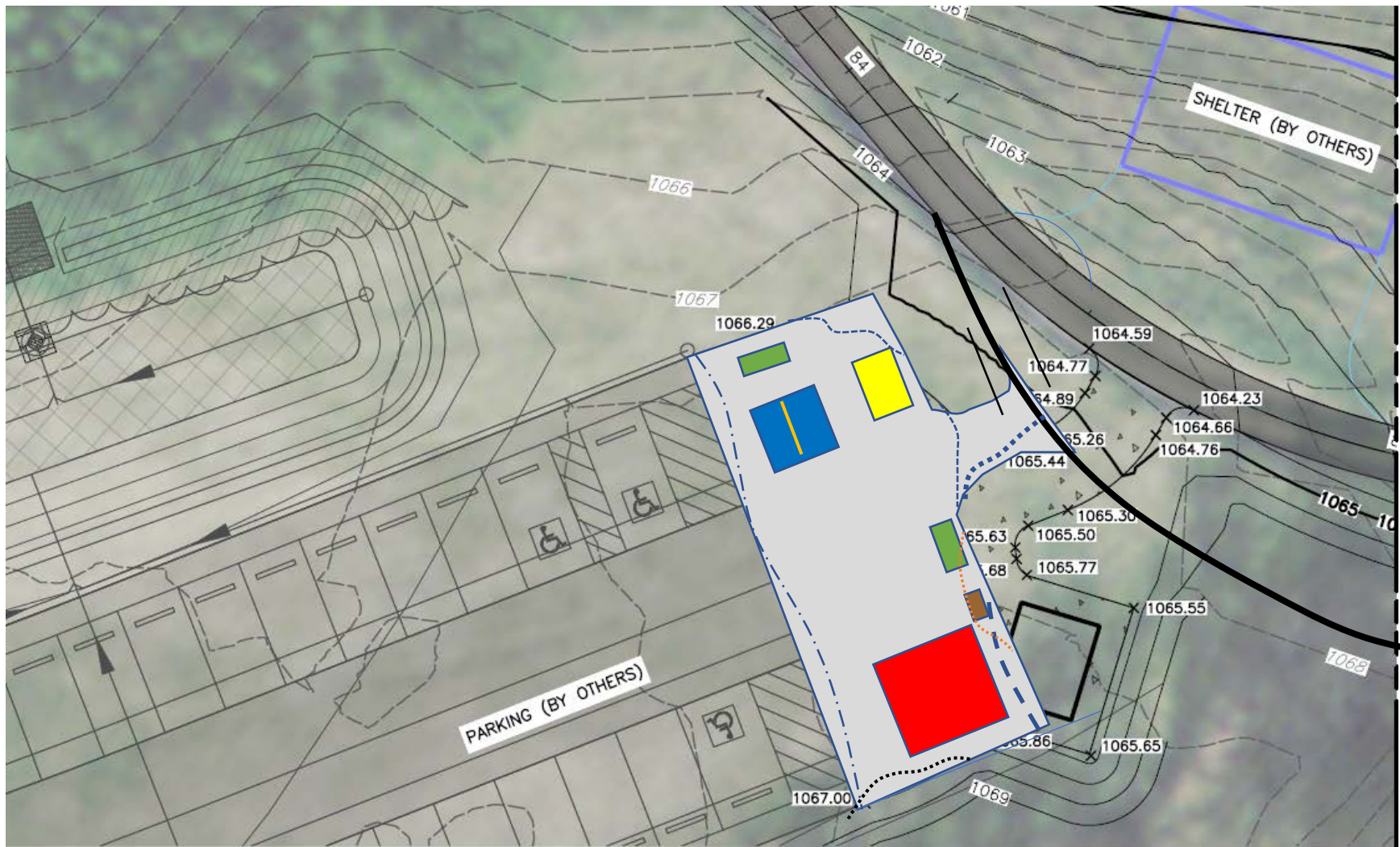
Date	Estimate #
9/11/2020	1995

Name / Address
Portage Park District 705 Oakwood St Ste G-4 Ravenna, OH 44266

Ship To
CHANGE ORDER 2 - Revised 9/16/20

Description	Rate	Qty	Total
CHANGE ORDER RELATED TO CONCRETE TRAILHEAD REVISIONS.			
Revised concrete layout - 2300sf 6" concrete pad w/ stamped animal prints.	49,875.00	1	49,875.00
Deduct for non-performance of the 12" concrete pavement in original bid.	-45,325.00	1	-45,325.00
NOTE: This work is to be done in one pour under the supervision of park officials. The final stamping layout will need to be decided prior to the pour with no field adjustments at the time pour. Sales Tax	6.75%		0.00
Total			\$4,550.00





Raccoon
Skunk
Coyote
Bear

Squirrel
Deer
