## DEPARTMENT OF PUBLIC WORKS

## LEGISLATIVE SUMMARY

### 2022 CARPATHO-RUSYN CULTURAL GARDEN

**Ordinance:** 268-2022

Legislative Purpose:

Legislation authorizing the Director of Public Works to execute a Joint Use Agreement, License Agreement, and other required documentation to permit the Friends of Carpatho-Rusyn Cultural Garden of Cleveland to construct improvements at the Carpatho-Rusyn Garden aka Rusin Garden and to accept funding from the Ohio Department of Natural Resources for this purpose. The garden is located at 930 East Blvd, Cleveland, Ohio 44108.

Estimated Grant Award:

Amount of State funding received from SB 310

- Informational Pedestal & Landscape \$12,000
- Preliminary overall design \$10,000

Sub-Total **\$22,000.00** 

Amount & source of non-state funding

- Holden Parks Trust \$4,533.33
- SVU Czechoslovack Societ \$200.00

Sub-Total **\$4,733.33 TOTAL \$26,733.33** 

Additional potential fund sources:

- Carpatho-Rusyn Society \$1,000
- Individual C-RS member donations \$300
- GCU Greek Catholic Union \$500

# Program Description:

The Friends of the Carpartho-Rusyn Cultural Gardens have been awarded funds by the State of Ohio's Ohio Department of Natural Resources and Holden Parks Trust. These pedestals will be inscribed with information about the culture, their language, a map of the region and information about the famous Carpatho-Rusyn Americans.

Passage of this legislation will allow the City of Cleveland, Department of Public Works four (4) information pedestals to be install in the Carpatho-Rusyn Garden Cultural Garden.

Funding Source:

State of Ohio's Ohio Department of Natural Resources and Holden Parks Trust.

## CARPATHO- RUSYN GARDEN PEDESTALS 2021

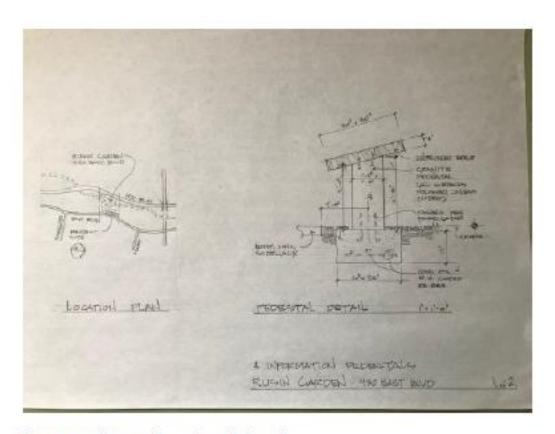
Location: 930 East Blvd. in Cleveland Cultural Gardens

**Project:** add 4 information pedestals (similar to ones in India (pictured) or Syrian gardens)

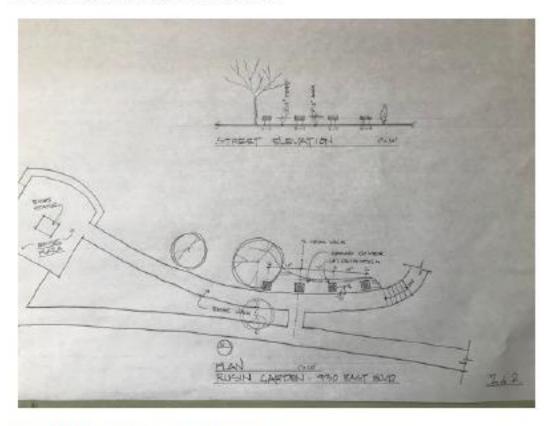
Purpose: Most visitors do not understand where the Carpatho-Rusyn people come from, that they are a unique culture with their own traditions and history. In fact people often think it is "Russian" misspelled. The four granite pedestals would provide such information, including a map focusing on the Carpathian Mountains in Poland and Slovakia, the history, culture and famous people (including Andy Warhol).

**Note:** Currently the Garden is called "Rusin" with "i", the community intends to change the name to "Carpatho-Rusyn" which is more commonly accepted terminology, as a translation from the Cyrillic alphabet.





location plan and pedestal detail



Rusyn garden plan and elevation



photo looking north (Statue of Father

Duchnovich, promoter of the Rusyn language and culture) the pedestal would be to the left (east) of the internal path shown

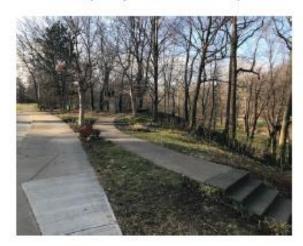


photo looking south, the pedestals would be to the right of the internal path



photo of similar pedestal in the India Garden. Granite to be gray corresponding to the existing sandstone wall cap and accent elements in Rusyn Garden.

Requested information from the Friends of the Carpatho-Rusyn Cultural Garden for the City of Cleveland, Idreea Hill:

#### Project name and specific description:

## <u>Cleveland Cultural Gardens – Carpatho-Rusyn Cultural Garden Informational Pedestals</u> with Adjacent Landscape Improvement

The Carpatho-Rusyn Garden is one of 29 distinct culture gardens which comprise the Cleveland Cultural Gardens (CCG), located on 250 acres in Rockefeller Park and extending two miles from Lake Erie to Cleveland's University Circle district. The physical location (not mailing address) of the Carpatho-Rusyn Garden is 930 East Boulevard, Cleveland, Ohio 44108. The Carpatho-Rusyn Garden stretches from its upper level on East Boulevard, sloping down to a spacious terrace overlooking Doan Brook and Martin Luther King Jr. Drive.

The Carpatho-Rusyns are the indigenous people of the Carpathian Mountains in Eastern Europe. Following the settlement in the 1930's of over 30,000 Carpatho-Rusyns in the Cleveland area, the Carpatho-Rusyn Cultural Garden was established, developed, and then dedicated in 1939. Since then, the Garden has been a source of pride for our Carpatho-Rusyn American community, and we have held many free cultural, music and family events open to all in the Cleveland community.

The Friends of the Carpatho-Rusyn Cultural Gardens have been awarded funds by the State of Ohio's Ohio Department of Natural Resources and the Holden Parks Trust for the design, fabrication, and installation of four permanent informational pedestals in the Carpatho-Rusyn Garden. These pedestals will be inscribed with information about our unique Carpatho-Rusyn culture, our language, a map of the region and information about famous Carpatho-Rusyn Americans. The site of the pedestals currently has poor soil and no plantings; as part of this project, the soil will be improved and plantings installed.

Additionally, we have received funding for only the preliminary design and planning for the renovation of the hardscaping and landscaping of the upper and lower sections of the Carpatho-Rusyn Garden.

The informational pedestal project includes:

- Design of pedestals and develop information to be included on each pedestal.
- Scan of data and images. Fabricate pedestals from granite and inscribe information.
- Excavation and preparation of site. Permit fees.

- Transportation and Installation of pedestals
- Pre-installation grading and soil amendment, and post-installation landscaping of site

The planning and design portion of the upper and lower garden renovation includes: site evaluation, preliminary layout for upper and lower garden, specifications of suggested plantings, and preliminary plans for landscaping and hardscaping.

The location of the informational pedestal in the upper level of the Carpatho-Rusyn Garden which fronts on can be seen in the attachment titled – Info pedestal location.jpeg

 Name, contact person(s), addresses of all contractors, email address, phone numbers and a description of specific work with estimates:

### Pedestal design, fabrication and permanent installation -

Eternity Monuments Inc. 15420 Brookpark Road Cleveland, OH 44135 eternitymonuments.com

#### Tim Stallman

timstallman@gmail.com phone: (440) 309-5977 fax: (216) 303-9995

### Soil improvement and landscape installation -

Custom Cut Landscaping P.O. Box 32 Novelty, OH 44072

Joseph Gambino

joecustomcut@gmail.com phone: (440) 247-7566

cell:

## Proposed Timeline:

- Pedestal design, fabrication and permanent installation –
- 1 Estimate ordering of materials: 3 4 months (estimation due to pandemic delays)
  - 2 Design, Fabrication and Installation: 2 months
  - Soil improvement and landscape installation –
- 1 Soil excavation, removal and new bedding mix (prior to pedestal installation) 1
   month
  - 2 Installation of plantings (after pedestal installation) 1 2 months

Activities A2, B1 and B2 are anticipated to begin Spring 2022 once weather conditions permit.

Budget including contract pricing, SB310 funding and non-State funding:

Award Funding Received/Committed (State and Non-State) to date: Total: \$26,733.33

Amount of State funding received from SB 310

Informational Pedestal and Landscape - \$12,000
Preliminary Overall Design - \$10,000

Sub-Total: \$22,000

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## Amount and source of Non-State funding Awards received to date:

Holden Parks Trust

\$4,533.33

SVU – Czechoslovak Societ
 Of Arts and Sciences

200.00

Sub-Total: \$4,733.33

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Total:

\$26,733.33

## Additional potential funding sources:

Carpatho-Rusyn Society \$1,000

Individual C-RS member donations 300

GCU – Greek Catholic Union 500

## **Contract Quotes and Estimate:**

Eternity Monuments \$9,400.00

Custom Cut Landscaping 7,109.10

SubTotal: \$16,509.10

Planning and Design – Upper and Lower Garden Renovation

Estimate: \$10,000.00

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Estimated Total: \$26, 509.10

## CUSTOM CUT LANDSCAPE LLC PO BOX 32 NOVELTY, OH 44072

440-247-7566

## **Estimate**

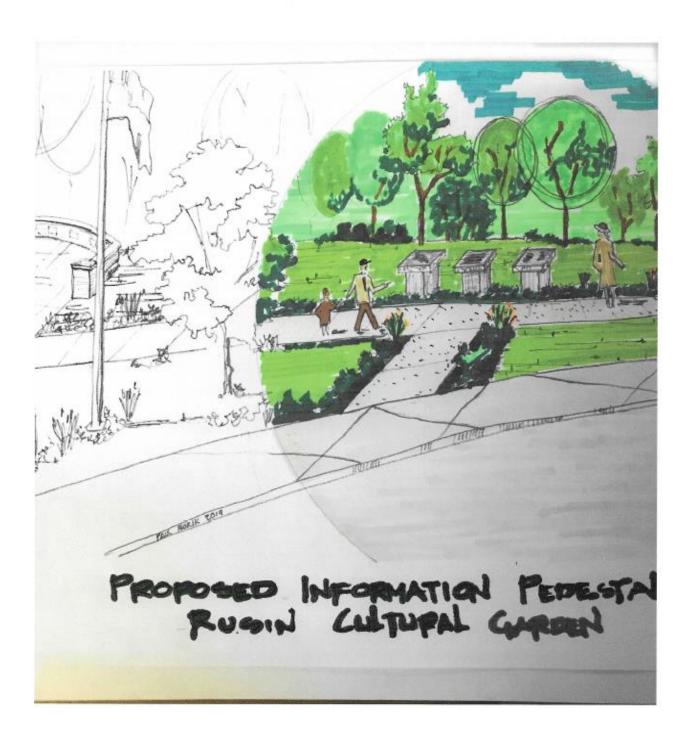
DATE	ESTIMATE NO.
7/15/2021	5556

Thomas Kolakowski 34900 Jackson Rd Moreland Hills, Oh 44022

Providing professional, reliable, courteous service to the Chagrin Valley for over 30 years.

( check us or	it at www.customcutlandscapes.	.com		Custome	er Phone
				440-24	7-5956
ITEM	DESCRIPTION		QTY	COST	TOTAL
	Rusin Garden: Phase #1		1		
NON-SELECTIVE HERB	Round-up		1	155.00	155.007
RENTAL	Equipment Rental (mini-excavator)		1	375.00	375.007
Bedding Mix	Sand/Humus/Topsoil Mix		8	65.00	520.007
LABOR	Labor necessary to install bedmix		1	540.00	540.007
LABOR	Labor necessary to remove existing soils as dis	cussed	1	480.00	480.007
PLANT MATERIAL	Rhododendron 'Roseum Elegans' 24"-30" (ins		1	225.00	225.007
	one year planting guarantee)				
PLANT MATERIAL	Spirea 'Snowmound' 30"		3	100.00	300.00T
PLANT MATERIAL	Hydrangea 'Pinky Winky' #7 (installed with one year		1	147.50	147.501
	planting guarantee)	,			
TRANSPLANT	Transplanting trees and shrubs (Peony, grasses,		1	305.00	305.00T
	Rudbeckia, and Lily's)				
	Phase #2*				
Thank you for this opp	ortunity!				
	-				
	, e	(8.0%)			
		TOTA	L		

Bill my Visa maintenance					SIGNATURE
-	-	-	Exp	/ 1	





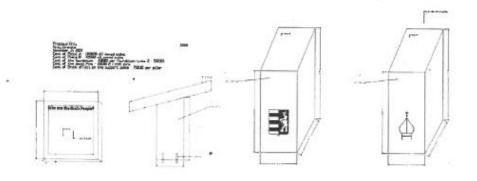
July 21, 2021

Cleveland Chapter of the Carpatho Rusyn Society Diana Essock 440-523-1280

### Re: Rusyn Cultural Garden Pieces

Objective: to create 4 grey granite pedestals to be installed in the Rusyn Cultural Gardens, Cleveland, OH, the pedestals to match the attached contours, installation and engraving included Option A

Piece A - 12 x 12 x 28 - all smooth sides, with a bevel top of 2 inches -	\$ 1,000.00
Piece B - 24 x 24 x 0-4 - polished flat top, balance smooth sides -	\$ 400.00
Piece C - Cost of a concrete foundation, 14 x 14 x 28	\$ 450.00
Cost of the 2 dowel pins 1 inch in diamter, 8 inches long,	\$ 150,00
Total Net Cost of one pillar	\$ 2,000.00



Option B	
Piece A - 12 x 12 x 28 - all smooth sides, with a bevel top of 2 inches -	\$ 1,000.00
Piece B - 36 x 36 x 0-4 - polished flat top, balance smooth sides -	\$ 750.00
Piece C - Cost of a concrete foundation, 14 x 14 x 28	\$ 450.00
Cost of the 2 dowel pins 1 inch in diamter, 8 inches long.	\$ 150.00
Total Net Cost of one pillar	\$ 2,350,00

Thank you Tim Stallman

> 15420 Brookpark Road, Cleveland, OH 44135 Office & Shop Creators of Fine Granite, Memorials, Cemetery Lettering, Bronze Markers (440) 309-5977 – phone (216) 303-9995 – fax

## AGREEMENT BY AND BETWEEN THE CITY OF CLEVELAND

AND

FRIENDS OF THE CARPATHO-RUSYN CULTURAL GARDEN OF CLEVELAND, INC.
AND

#### THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES

This Agreement is made between the City of Cleveland (the "Beneficiary"), whose address is 601 Lakeside Avenue, Cleveland, Ohio 44114, and the Friends of the Carpatho-Rusyn Cultural Garden of Cleveland, Inc., (the "Grantee"), whose address is 11503 Harbor View Drive, Cleveland, Ohio 44102, and the State of Ohio, Ohio Department of Natural Resources ("ODNR"), whose address is 2045 Morse Road, Columbus, Ohio 43229.

This Agreement is made as a requirement to payment and performance of the grant agreement to be entered into contemporaneously herewith by and between ODNR and the Grantee, a true copy of which shall be provided to the Beneficiary by the Grantee.

## The Project.

This Agreement and the grant agreement to be entered into by and between Grantee and ODNR, (the "Grant Agreement") each relate to a project for construction and improvement of the Rusin, a.k.a., the Carpatho-Rusyn Cultural Garden, located within the Cleveland Cultural Gardens, 930 East Boulevard, Cleveland, Ohio 44110 (the "Project").

## Termination.

This Agreement shall terminate contemporaneously with the Grant Agreement, attached. ODNR may, at any time after execution of this Agreement, upon 30 days written notification, terminate all or any portion of the Project.

#### Payment Provisions.

The Grantee is funding or obtaining the principal financing for the Project and administering and managing its construction, including selection and supervision of the contractors and professionals doing the work for the Project. Beneficiary, the City of Cleveland, may assist and cooperate in providing oversight and assistance in the execution and performance of the construction contracts undertaken to complete the Project, all in coordination and compliance with the requirements of the City's normal capital construction for its parks and its planning process. The capital improvements for the Project are being made to what are and will remain City of Cleveland park properties, and all final use and disposition of those improvements shall be in accord with the Joint Use Agreement made between the City of Cleveland and the Grantee in connection with the Project. Grant funds will only be released to the Grantee by ODNR in compliance with the Grant Agreement's requirements. The Grantee regularly will keep Beneficiary informed of progress and payments, to assist with any of City's oversight requirements, typical for improvements in its parks.

## Invoice Requirements.

A proper invoice must include the following information and/or attached documentation:

- Name and address of Beneficiary;
- Federal Tax Identification Number of Beneficiary;
- Invoice remittance address of Beneficiary;
- The purchase order number authorizing the delivery of materials, supplies or services.
- Description including dates, hours of work performed and when applicable, unit price, quantity and total price of materials, supplies or services actually delivered or rendered as specified in the purchase order.

If an invoice contains a defect or impropriety and/or it is not a proper invoice as defined in Section 126-3-01(A)(5) of the Ohio Administrative Code, a written notification and the non complying invoice shall be sent to the invoicing business concern at the address designated within fifteen calendar days after receipt of the invoice. The notice shall contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety.

## Property Ownership.

Beneficiary must own the property in fee simple or have a lease, exclusive easement or cooperative use agreement with a term longer than the Term hereof on the property on which the Project is undertaken (the "Property") during any construction on the Project and after completion of the Project.

## Non-Discrimination Provision.

Neither Grantee nor Beneficiary, or any person acting on behalf of Grantee or Beneficiary, shall discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status as defined in Section 4112.01 of the Ohio Revised Code, handicap, or disability.

## OBM Certification.

In accordance with Section 126.07 of the Ohio Revised Code, obligations of ODNR under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. If the Ohio General Assembly fails to continue funding for expenditures hereunder, this Agreement will terminate as of the date that the funding expires, and the state will have no further obligation to make any payments.

## Campaign Contributions.

Grantee and Beneficiary hereby certify that neither of them, nor any person described in Section 3517.13 (I) or (J) of the Ohio Revised Code, nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committee totaling in excess of the limitations specified in Section 3517.13.

## Compliance with Laws.

Grantee and Beneficiary each agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Grantee, Beneficiary and their respective employees are not employees of ODNR with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws. ODNR is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect, including, without limitation, Revised Code Section 149.43. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

#### Self-insurance.

The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with Section 9.87 of the Ohio Revised Code.

### Liability; Waiver of Liability.

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

Project. Grantee and Beneficiary forever release and waive any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

## Findings for Recovery.

Grantee and Beneficiary each affirmatively represent and warrant to ODNR that they are not subject to a finding for recovery under Section 9.24 of the Ohio Revised Code, or that they have taken appropriate remedial steps required under Section 9.24 or otherwise qualifies under that Section. Grantee and Beneficiary each agree that if this representation or warranty is deemed to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery of said funds.

#### Ethics.

Grantee and Beneficiary, by signature on this document, each certify that they: (i) have reviewed and understand the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee and Beneficiary each understand that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

## Expenditures of Public Funds on Offshore Services.

Grantee and Beneficiary affirm that they have read and understand Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement and Project. Notwithstanding any other terms of this Agreement, ONDR reserves the right to recover any funds paid for services Grantee or Beneficiary contract for outside of the United States for which they do not receive a waiver. ODNR does not waive any other rights and remedies provided to ODNR in this Agreement. Pursuant to Section 9.76 (B) of the Ohio Revised Code, Grantee and Beneficiary warrant that they are not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the Project.

### Assignment/Delegation.

Neither Grantee nor Beneficiary will assign any of its rights nor delegate any of their respective duties and responsibilities under this Agreement without prior written consent of ODNR. Any assignment or delegation not consented to may be deemed void by ODNR.

#### Severability.

In case any one or more of the provisions previously contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

## Resolution of Authorization.

This Agreement has been authorized through an ordinance or resolution passed by the governing bodies of Grantee and Beneficiary. A hand signed certified copy of the ordinance or resolution is attached to this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the date indicated below. This Agreement shall be effective as of the date on which the second of the two parties executes it.

GRANTEE: FRIENDS OF THE CARPATHO- RUSYN CULTURAL GARDEN OF CLEVELAND, INC.	BENEFICIARY: CITY OF CLEVELAND
Ву:	Ву:
Printed name: Patvicia Poole	Printed name:
Title: Co-President	Title:
Date: 11 - 7 - Z l	Date:
STATE OF OHIO, DEPARTMENT OF NATURAL R	ESOURCES:
Ву:	
Printed name:	
Title:	
Date:	

#### JOINT USE AGREEMENT BETWEEN

#### THE CITY OF CLEVELAND

and

## FRIENDS OF THE CARPATHO-RUSYN CULTURAL GARDEN OF CLEVELAND, INC.

This Joint Use Agreement ("Agreement") is entered into by and between the City of Cleveland, whose address is 601 Lakeside Avenue, Cleveland, Ohio 44114 (the "Government Agency") and the FRIENDS OF THE CARPATHO-RUSYN CULTURAL GARDEN OF CLEVELAND, INC., an Ohio nonprofit corporation, whose address is 11503 Harbor View Drive, Cleveland, Ohio 44102, (the "NPO"), (together, the "Parties").

WHEREAS, through SB 310, the NPO will be recieiving an appropriation amount of \$22,000 (the "Appropriated Funds"); and

WHEREAS, the Apportioned Funds will be used to make improvements and construct facilities (the "Project"), on real property owned by the Government Agency (the "Property"); and

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

WHEREAS, to establish the right of the NPO to make public use of the Property, Section 509.11 of SB 310 requires the NPO to enter into a Joint Use Agreement with the Government Agency containing the requirements in Section 509.11 (B)(1)-(3) of SB 310; and

WHEREAS, the Government Agency has demonstrated that the value of the use of the Property is reasonably related to the amount of the Appropriated Funds as demonstrated on the worksheet included in the Agreement. Attachment A.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the Parties as follows:

Property owned by the Government Agency. The Property consists of parklands owned by the Government Agency and located at 930 East Boulevard, Cleveland, Ohio 44110.

Use of Property by NPO. The property will be used to educate the public on the culture and heritage of the Carpatho-Rusyn people.

Reimbursement of funds. The State of Ohio shall be reimbursed by the NPO should the Government Agency's or the NPO's right to use the Property, after improvement supported by the proposed grant, be terminated by any party for any reason. Reimbursement shall be the total amount of any unused Appropriated Funds and shall be paid to the State of Ohio within 12 months from the date any funds under the proposed grant are distributed to the NPO.

Use of funds. The Appropriated Funds shall be used as described in SB 310, and shall be used only for capital improvements and not operating costs. Any Appropriated Funds that are not spent shall be returned in full to the State of Ohio.

Insurance. NPO agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of any use of the Property contemplated herein. NPO shall also procure, and continue in force, casualty insurance, insuring against all risks of loss or damage to the Property and the improvements made thereto under the Project.

Indemnification. NPO shall indemnify and hold Government Agency harmless from all liability for construction costs of the Project.

Compliance with federal, state and local law. Nonprofit shall comply with all applicable federal, state and local laws as well as state administrative regulations relating to the capital improvement process, including construction, bidding and ethics laws and regulations.

Competitive bidding. NPO will follow any applicable competitive bidding procedures, to include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.

Term. The term of this Agreement shall be coextensive wit the grant agreement between the Ohio Department of Natural Resources ("ODNR") and the Friends of the Carpatho-Rusyn Cultural Garden of Cleveland, Inc., relating to the Appropriated Funds and Project.

Amendments. Any amendments to this Joint Use Agreement must be approved by ODNR before any amendment takes effect.

FOR THE NONPROFIT:	FOR THE GOVERNMENT	(GENCY:
Signature	Signature	
Printed Name: Patricia Poole Co-	President Name:	
Date:117-21	Date:	

## ATTACHMENT A

o enable the Government A s that will be derived from a	
capital appropriation made t	Joint Use Agreemer
f Natural Resources staff.	
overnment Agency.	
ation	<u>)</u>
250	
cility.	
Annual value of use	# of years
( <del></del>	
ge as needed.)	
	f Natural Resources staff.  overnment Agency.  ation  15  cility.  Annual value of use

Section III:

On a separate page, explain how each use listed in Section II was valued for this analysis.