

GRANT AGREEMENT

Contract #00000000000000000052526

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Natural Resources/Division of State Parks (the "State") and TOWN OF VERNON (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant from the Next Level Trails Program (NLT) of \$1,086,100.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** and **B** of this Grant Agreement, which are incorporated fully herein. The NLT program requires a minimum 20% match with grant funding provided up-front in phases based on project milestones (Land, Design/Engineering & Construction Phases). The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 36-9-42.2 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If State Funds: Program Title: Next Level Trails

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

C. Real property acquired with assistance from NLT must be retained and used for public recreational trail use in perpetuity. The Grantee is required to file on the deed of record, for all real property acquired with the NLT funds, a restriction requiring the land to be retained and used for natural/recreational purposes in perpetuity.

D. Surface development rights acquired by easement are preferred to be in perpetuity; however, a term easement of not less than 25 years may be acquired at minimum. The land must be retained in public trail use for the duration of the easement period. Provisions stated in the easement should contain unrestricted surface use rights and cannot be detrimental to the proposed recreational development or its long term use.

E. Facilities developed with assistance from NLT must be maintained for public use during the "useful life of the facilities." The "useful life of the facilities" is a minimum of twenty five (25) years.

4. Term. This Grant Agreement commences on March 04, 2021 and shall remain in effect through June 30, 2024. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$1,086,100.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

C. Any interest earned on funding from the NLT program must be used for the project or maintenance of the project.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds, and, if applicable, only upon completion of previous phases to the satisfaction of the State. Such claims must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures by submitting a claim. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. A reconciliation of expenditures shall be submitted to the State within 60 calendar days following the end of the phase in which work on or for the Project was performed. All final expenditure reconciliation documents and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. If Grant funds have been advanced and are unexpended or previous expenditure do not conform with eligible project expenses at the time that the next claim is submitted and reviewed, the next advance of funds will be decreased by that amount. At the end of the project any remaining unexpended Grant funds must be returned to the State.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full

access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. As required by IC § 36-9-42.2, all qualified professional services paid for with funds awarded with this Grant, "...must be made on the basis of competence and qualifications for the type of services to be performed and compensation shall be negotiated as the eligible entity determines to be reasonable after its selection of a consultant or consultants." Professional services must be

performed by an entity that is prequalified by the Indiana Department of Transportation. Applicable public purchasing laws and competitive bidding requirements must be complied with for projects funded through this Grant.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee

who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national

origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:
Nathaniel Simmons, Grants Coordinator
Indiana Department of Natural Resources
Division of State Parks
402 W. Washington Street, Room W298
Indianapolis, Indiana 46204
E-mail: NSimmons@dnr.in.gov
- B. Notices to the Grantee shall be sent to:
Dan Wright, Mayor
Town of Vernon
P O Box 233
Vernon, IN 47282
E-mail: dwright@fpbhonline.com

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State

whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. – Deleted.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. – Deleted.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

1. Purpose of this Grant Agreement; Funding Source - Amended
3. Implementation of and Reporting on the Project (Parts C, D & E) -- Amended
5. Grant Funding (Part C) - Amended
6. Payment of Claims (Parts A & B) -- Amended (Parts C, D & E)- Deleted
8. Compliance with Audit and Reporting Requirements (Parts B & C) - Amended
9. Compliance with Laws (Parts H) - Amended
24. Federal and State Third Party Contract Provisions - Deleted
25. Provisions Applicable to Grants with tax-funded State Educational Institutions - Deleted

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

TOWN OF VERNON

By: *Dan Wright*
B4E92AC51C66470...

Title: Mayor, Town of Vernon

Date: 6/25/2021 | 15:08 EDT

Indiana Department of Natural Resources

By: *Michael J. Smith*
92EAB95ABC9F432...

Title: Deputy Director / CFO

Date: 6/25/2021 | 16:38 EDT

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit A

Project Narrative and Timeline

NLT Project NLT-02-08: Vernon will develop 1.25 miles of new trail consisting of two contiguous but distinct segments in the Town of Vernon. A 0.5-mile natural-surface mountain bike and hiking trail will connect the Town of Vernon to Vinegar Mill Overlook in Muscatatuck Park. Within Vernon, a 0.75-mile asphalt trail will connect Vernon Gym to Vernon Commons.

November 2021 - Environmental Approval

December 2021 - Final Plans submitted to DNR for Review prior to submission of Permit

February 2022 – Submit Permits

March 2023 – Bidding

February 2024 - Substantial Completion

April 2024 – Grand Opening ceremony

Exhibit B Project Budget

	COSTS	MATCH
DESIGN AND ENGINEERING		
Preliminary Planning and Design Concepts	\$ 6,505.42	\$ 6,505.42
Design Engineering	\$ 91,000.00	
Geotechnical Engineering	\$ 8,000.00	
Environmental Review / Archaeological Investigation	\$ 25,000.00	
Part Time Construction Inspection and Administration	\$ 48,000.00	
Project Management	\$ 10,000.00	
LAND ADMIN COSTS (Included in Engineering cost on Form 56616)		
Easement / Land Acquisition Administration/Filing and Recording	\$ 16,000.00	
TRAIL CONSTRUCTION		
Contractor Mobilization & Construction Engineering/Staking	\$ 60,000	
Trail Surfaces		
Corridor Clearing along River (w/ Boy Scout Manual Labor Match)	\$ 19,500	\$ 10,000
Excavation / Compaction for Trail Placement & Grading of River Bike/ Hiking Trail	\$ 23,000	
Earthwork Fill	\$ 7,600	
HMA Trail Pavement	\$ 61,000	
Compacted Aggregate Base No. 53	\$ 31,000	
Compacted Subgrade for HMA portion of Trail	\$ 11,000	
Concrete Trail Section for Alley Crossings in Vernon	\$ 4,000	
Retaining Walls in Vernon Required for Trail Accommodation in Right of Way	\$ 93,000	
Natural Retaining items along River Bike/Hiking Trail for Hillside Cut Sections	\$ 17,000	
New Curbing in Vernon for Pike, Montgomery & Jackson Street Trail Sections to accommodate Trail	\$ 34,000	
Clearing of Right of Way in Vernon to accommodate New Trail Surface	\$ 10,000	
ADA Curb Ramp Connections at Roadways in Vernon	\$ 31,000	
Drainage		
Drainage Surface Grading	\$ 11,000	
Drainage Culverts under trails	\$ 9,000	
Reconstruction of existing curbing and storm systems to accommodate Trail in Vernon	\$ 10,000	
Drainage Storm piping along Trail in Vernon	\$ 32,000	
Trailheads / Amenities / Signage / Misc / Contingency		
Sidewalk connections at Trailheads to Parking/Amenities/Shelters	\$ 5,000	
Parking Spaces	\$ 13,000	
Trailhead Concrete	\$ 3,000	
Walk Bridge - Natural Trail Section	\$ 7,500	
Trailhead Sign (1) to be placed at the Commons	\$ 8,500	
Trailhead Information Kiosks (3)	\$ 15,000	
Trailhead Landscaping	\$ 12,000	
Trail Markers (at 1/4 Mile marks & Information markers)	\$ 2,500	
Benches (3)	\$ 3,000	
Bike Racks (3)	\$ 3,000	
Trash Receptacle (2)	\$ 2,000	
Trailhead Parking Barrier Posts	\$ 9,000	
Trail ReflectORIZED Bollards adjacent to roadways/ Removable bollards at Roads	\$ 36,000	
Trail Gates at Vernon Gym Crossings	\$ 5,000	
Pavement Markings / Crosswalk Striping / Parking Striping	\$ 9,000	
Roadway Sheet Directional Information Signs & Posts	\$ 6,500	
State Road Pedestrian Crossing (Flashing Beacon)	\$ 22,000	
Commons Main Trailhead Shelter (4 Tables)	\$ 125,000	
Muscatatuck River Overlook Structure	\$ 35,000	
Overlook / Vernon Gym Trailhead Shelter (1 Table)	\$ 29,000	
Drinking Fountain w/ Water Service Line at Vernon Gym	\$ 17,000	
Commons ADA Accessible Restroom	\$ 171,000	
Seeding/Sodding and Restoration	\$ 32,000	
Utility Coordination / Relocates	\$ 60,000	
Maintenance of Traffic	\$ 10,000	
Contingency (~4.5%)	\$ 50,000	
Trail Construction Subtotal	\$ 1,155,100	\$ 16,505.42
TOTAL PROJECT COST	\$ 1,359,605.42	
PARTNER MATCH & MONETARY CONTRIBUTIONS		
Jennings County Parks and Recreation Budget Funding (Partner)		\$ 150,000
Jennings County Council (Partner)		\$ 101,000
Jennings County Community Foundation (Monetary Contribution)		\$ 5,000
20% Match Funds Required	\$ 271,921	
Existing Match Funding		\$ 272,505.42
		Mayor's Donation + \$1,000
		Final Match: \$273,505.42

Exhibit C

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.