

## GRANT AGREEMENT

### Agreement #000000000000000000066425

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Natural Resources (the "State") and FRIENDS OF THE PANHANDLE PATHWAY INC. (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 \$2,503,809.00 (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, and the guidelines set forth in the Grantee and Real Estate Handbooks. 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 April 20, 2022 and shall remain in effect through December 31, 2025. 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 \$2,503,809.00. 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 invoice setting out the intended purposes of those funds, and, if applicable, only upon completion of previous phases to the satisfaction of the State. Such claim invoices must contain detailed 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. 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 completion of the project and before 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/erfa\\_2016.pdf](https://www.in.gov/sboa/files/erfa_2016.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. 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." 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:  
Amy MarisaVjevic, Trails Section Manager  
Indiana Department of Natural Resources, Div. of State Parks  
402 W. Washington Street, Room W298  
Indianapolis, IN 46204  
E-mail: [amarisaVjevic@dnr.in.gov](mailto:amarisaVjevic@dnr.in.gov)

B. Notices to the Grantee shall be sent to:  
John Bawcum, President of the Friends of the Panhandle Pathway  
Friends of the Panhandle Pathway  
P.O. Box 153  
Winamac, IN 46996  
E-mail: [jbawcum@live.com](mailto:jbawcum@live.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 22, 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 Contractor 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. 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 2022 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
22. Federal and State Third Party Contract Provisions – Deleted
23. Provisions Applicable to Grants with tax-funded State Educational Institutions Deleted

**Non-Collusion and 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 Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement 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://secure.in.gov/apps/idoa/contractsearch/>

**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.

Friends of the Panhandle Pathway Inc.

By: John Bawcum  
009993B65D0F45F...

Name and Title, Printed:

Date: 10/19/2022 | 08:22 EDT

Electronically Approved by:  
Department of Administration

By: (for) Rebecca Holwerda, Commissioner

Indiana Department of Natural Resources

By: Kirsten R. Haney  
37BAD8F0EBB34CD...

Name and Title, Printed

Date: 10/19/2022 | 09:05 EDT

Electronically Approved by:  
State Budget Agency

By: (for) Zachary Q. Jackson, Director

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 17, 2022. FA 22-45

**EXHIBIT A****PROJECT NARRATIVE AND TIMELINE**

The Friends of the Panhandle Pathway will use grant funds and their match (Exhibit B) to build two extensions of the Panhandle Pathway from the current north and south termini (NLT 3-19). The trail will be 10 foot wide, asphalt trail with 2 foot wide recovery areas. The new trail will total 2.1 miles, with 1.26 miles of northern extension and 0.84 miles of southern extension. The northern extension will begin at the current terminus of the Panhandle Pathway in Winamac, cross US HWY 31, and end behind Alliance Bank. The southern extension will start at the current terminus of the Panhandle Pathway in rural Cass County, cross the active Toledo, Peoria & Western Railroad, and continue east to connect to France Park. The project includes a bridge over an active railway and basic trail amenities on both extensions. Land acquisition of 9.2 acres, to be acquired by easement and donation, is included in the project.

Design and engineering	April 2022 – March 2023
90% Plans submitted to DNR for Review	April 1, 2023
Railroad bridge plans submitted for approval Assume 8 months for revisions and coordination	May 1, 2023 – February 2024
Permitting for Whole Project Provide copies to NLT with quarterly reports	April 2022 – April 2024
Title searches & appraisals	April 2022 – March 2024
<i>North Trail Focus</i>	
Appraisals approved by NLT, acquisition begins	May 31, 2023
North Trail Final plans approved by NLT Assume South Trail plans continue till Bridge is approved by Railroad	May 31, 2023
Deeds with NLT Protection language submitted to NLT	June 2023
North trail bid package preparation Submit for NLT review and approval	June 2023
Advertise bid	July 2023
Contract awarded & Notice to proceed	August 2023
Construction of North Trail	August 2023 – October 2024
Final inspection of North Trail	November 2024
<i>South Trail Focus</i>	
Railroad bridge plans approved by Toledo, Peoria, & Western Railroad	March 1, 2024
South Trail plans approved by NLT	April 30, 2024
South Trail appraisals approved by NLT, acquisition begins	May 31, 2024
Deeds with NLT protection language submitted to NLT	June 2024

South Trail bid package preparation Submit for NLT review and approval	June 2024
Advertise bid for South Trail	July 2024
Contract awarded & Notice to proceed	August 2024
Construction of South Trail	August 2024 – October 2025
Final Inspection of South Trail & Project close-out	October – December 1, 2025
Grant Agreement Deadline	December 31, 2025

## EXHIBIT B

## PROJECT BUDGET

<b>PANHANDLE PATHWAY NLT 2021 PROJECT BUDGET</b>		
<b>REVISED BUDGET #2 1.18.22</b>		
<b>ITEM NAME</b>	<b>REV 2</b>	<b>MATCH</b>
<b>PROFESSIONAL SERVICES (I.E. DESIGN AND ENGINEERING)</b>		
SURVEY, TESTING, AND PERMITS	\$80,000	
DESIGN AND ENGINEERING	\$248,750	
PROJECT MANAGEMENT	\$95,000	
LEGAL, ABSTRACTING, BUYING ,ETC.	\$100,000	
CONSTRUCTION ADMINISTRATION/INSPECTION	\$95,000	
FIELD OFFICES AND EQUIPMENT STORAGE	\$0	
<b>SUBTOTAL</b>	<b>\$618,750</b>	<b>\$0</b>
<b>LAND</b>		
PROPERTY ACQUISITION	\$75,633	
PROPERTY EASEMENT DONATION	\$7,404	\$7,404
PROPERTY OWNED/DONATED BY APPLICANT	\$2,082	\$2,082
PROPERTY OWNED/DONATED BY GOVT, PARKS, ETC.	\$71,861	\$71,861
<b>SUBTOTAL</b>	<b>\$156,980</b>	<b>\$81,347</b>
<b>CONSTRUCTION</b>		
SOUTH SECTION	\$1,637,200	
NORTH SECTION	\$670,300	
STONE AND TRUCKING DONATION		\$45,719
#53 STONE DONATION		\$2,000
TRUCKING DONATION		\$11,750
OTHER:CONSTRUCTION CONTINGENCY @10%	\$254,580	
<b>SUBTOTAL</b>	<b>\$2,562,080</b>	<b>\$59,469</b>
<b>CASH MATCH</b>		
WREC GRANT		\$474,940
PULASKI COUNTY COMMUNITY FOUNDATION		\$30,000
CASH PLEDGE TOTAL - 73 DONORS		\$188,245
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$693,185</b>
<b>REVISED TOTAL</b>	<b>\$3,337,810</b>	<b>\$834,001</b>
<b>REVISED GRANT AMOUNT</b>	<b>\$2,503,809</b>	<b>0.24986473</b>

## 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 online 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.ifonline.org/login.aspx>.
  - d. The Gateway User Guide is found at <https://gateway.ifonline.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](mailto: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](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 under IC 5-11-1-9.