# STATE OF INDIANA
# INDUSTRIAL DEVELOPMENT GRANT FUND
# GRANT AGREEMENT

(REV: 9/05)

**GRANT I.D.: IDGF-05-706**

THIS AGREEMENT, entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as the "State") and the **City of Marion** (hereinafter referred to as 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 AGREEMENT:

The purpose of this Agreement is to enable the State to make a grant from the State of Indiana's Industrial Development Grant Fund (IDGF) of **Ninety-Two Thousand Five Hundred Dollars and No Cents ($92,500.00)** or **Eighteen Percent (18%)** of eligible costs of the project as described in Exhibits A and B of this Agreement. The grant shall be used exclusively in accordance with the provisions contained in this Agreement and in Indiana Code 5-28-25 establishing the State of Indiana's Industrial Development Grant Fund, as well as any rules adopted thereunder.

## 2. STATUTORY AUTHORITY OF GRANTEE:

The Grantee expressly warrants to the State that it is an eligible entity under Indiana Code 5-28-25-1 and is statutorily eligible to receive monies from the Industrial Development Grant Fund, and it expressly agrees to repay all monies paid to it under this Grant, should legal determination of its ineligibility be made by any court of competent jurisdiction.

## 3. TERM OF AGREEMENT:

The term of this Agreement shall be from the date of final execution by all parties hereto until **January 1, 2008**, unless sooner terminated as described in this Agreement. All work and services under this Agreement must be completed by **January 1, 2008** (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date. The Grantee may request in writing that the Expiration Date only of this Agreement be extended; such request must be submitted before the Expiration Date and may be approved by a duly authorized representative of the State for a period of one (1) year or less, however this extension cannot exceed **January 1, 2009**. If the Expiration Date is extended, all other provisions of this Agreement shall remain in full force and effect.

## 4. TERMINATION OF AGREEMENT:

This Agreement may be terminated with or without cause by the Grantee or the State before its Expiration Date by sending the Grantee or the State a written Termination Notice via certified mail, return receipt requested, at least thirty (30) days prior to the effective date of termination. This Termination Notice must specify the extent to which the project as described in Exhibit A of this Agreement, has been executed. Upon receipt of this notice no new or additional liabilities payable by the State shall be incurred without the prior written approval of the State. The Grantee shall be compensated for work done and/or services rendered prior to the effective date of termination, but in no case shall total payment made to the Grantee exceed the original grant amount. The Grantee shall continue to be responsible and liable for the proper performance of its obligations to the date of termination. In the event of such termination by either party, the State will perform an on-site monitoring review of all project expenditures and complete a Monitoring Report, as described in Paragraph 11 of this Agreement, with respect to the Grantee's proper expenditure of all grant, local and/or other funds through the date of termination.

## 5. GRANTEE'S DUTIES AND RESPONSIBILITIES:

(A.) The Grantee shall be solely responsible for the proper design and construction of the industrial development project as described in Exhibit A of this Agreement. Although not expressly attached to this Agreement, the Grantee agrees to complete said project in accordance with the plans and specifications contained in its application.

(B.) The Grantee agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work on this Agreement, the State may request in writing the replacement of any or all such individuals.

(C.) The Grantee is responsible for obtaining and submitting to the State on a calendar quarterly basis, a Quarterly Progress Report from **Central Indiana Ethanol, LLC**, (the Affected Industry). These reports must detail progress made towards meeting the job creation and investment goals by the Affected Industry, as described in Exhibit A of this Agreement. The reports shall serve the purpose of assuring the State that the project is progressing accordingly and that the goals can be reasonably met by the goal date.

(D.) The Quarterly Progress Report must be submitted until both the job creation and investment goals have been met. The Affected Industry has until **January 1, 2008** (the "Goal Date") to meet the job creation and investment goals set forth in Exhibit A of this Agreement.

(1.) Should the Affected Industry fail to meet job creation and/or investment goals by said goal date, then a written justification detailing why said goal(s) will not be met on time must be submitted to the State within thirty (30) days of the Goal Date.

(2.) In the event that such Quarterly Progress Reports are not submitted within the time frame allotted, the State may withhold authorization for any payment request of the grant funds until such time as the deficiency is corrected.

(E.) The Grantee agrees that all new job creation must be Indiana residents to be eligible for these grant dollars.

## 6. USE OF GRANT FUNDS BY GRANTEE:

Grant funds received by the Grantee pursuant to this Agreement shall be used only to institute an approved industrial development project permitted by Indiana Code 5-28-25, which project is described fully in Exhibits A and B, attached hereto, made a part hereof and incorporated herein by reference as part of this agreement.

## 7. PAYMENT OF GRANT FUNDS BY THE STATE:

The payment of this Grant by the State to the Grantee shall be made in accordance with the following schedule and conditions:

(A.) This Agreement must be fully executed.

(B.) All the evidentiary materials required by Exhibit B attached hereto and incorporated herein must be submitted to and approved by the State.

(C.) Any other grant conditions as specified in Exhibit B must be met to the State's satisfaction.

(D.) The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the project, as described in Exhibit A, prior to making the first payment under this Agreement. All payments are subject to the State's determination that the Grantee's performance to date conforms with the project as approved and described in Exhibit A, notwithstanding any other provision of this Agreement.

(E.) All payments will be made in arrears only upon presentation of approved and signed State of Indiana Claim Vouchers. Such Claim Vouchers must be submitted with a budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items as set forth in Exhibit B.

(F.) Notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the State are limited to a total of **Ninety-Two Thousand Five**

**Hundred Dollars and No Cents ($92,500.00)** or **Eighteen Percent (18%)** of the project costs as described in Exhibits A and B.

(G.) As stated in Paragraph 5(D.) of this Agreement, all Quarterly Progress Reports must be submitted in the time frame allotted. In the event the Quarterly Progress Reports are not submitted in the time frame allotted, the State may withhold authorization for any payment request until such time as the deficiency is corrected.

(H.) The State shall retain an amount of up to **Eighteen Thousand Five Hundred Dollars and No Cents ($18,500.00)** or Twenty Percent (20%) of the total grant amount, whichever is less until the State receives the following documents:

(1.) A letter written by the Grantee notifying the State and the Affected Industry of the completion of the project, as described in Exhibit A of this Agreement. This letter is subject to Paragraph 9(A.)(1.) of this Agreement.

(2.) A letter written by the Affected Industry and directed to the State indicating whether the construction conforms with the project, as described in Exhibit A of this Agreement. This letter is subject to Paragraph 9(A.)(2.) of this Agreement.

(3.) A Monitoring Report prepared by a duly authorized representative of the State, detailing how funds have been spent on the project, as described in Exhibits A and B of this Agreement, and an evaluation as to the Grantee's timely progress. This monitoring report is subject to Paragraph 11 of this Agreement.

(4.) A final payment request submitted on an approved and signed State of Indiana claim voucher and a Budget Expenditure Report.

## 8. PROJECT BUDGET AND BUDGET MODIFICATION:

(A.) In the event the project as described in Exhibit A of this Agreement, requires a major change in the scope of the project after the project has progressed, adjustments in compensation to the Grantee shall be determined by the State in the exercise of its honest and reasonable judgment. The Grantee shall not commence any additional work or change the scope of the project without submitting a written justification and receiving prior written approval executed by all signatories hereto.

(B.) The project budget is set forth as Exhibit B of this Agreement, attached hereto, made a part hereof and incorporated herein by reference as part of this Agreement. The Grantee shall not spend more than the amount for each line item, as described in Exhibit B, without the prior written consent of a duly authorized representative of the State, nor shall the project costs funded by the grant and those funded by the local and/or private share be amended without the prior written consent of the State.

## 9. NOTICE OF COMPLETION AND FINAL INDUSTRY REVIEW:

(A.) This Agreement shall be deemed completed only when the project has been performed to its goals and objectives as described in Exhibit A of this Agreement and upon receipt of the following:

(1.) Upon completion of the project described in Exhibit A of this Agreement, the Grantee shall notify the State and the Affected Industry of such project completion by simultaneous letters ("Notice of Completion Letter") sent certified mail, return receipt requested.

(2.) Within fifteen (15) days after receipt of said letter, the Affected Industry shall inspect the construction and send a letter ("Final Industry Review Letter") to the State containing its opinion as to whether the construction complies with the project as described in Exhibit A of this Agreement.

## 10. NOTICE TO PARTIES:

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised.

(A.) Notices to the State shall be sent to:

INDIANA ECONOMIC DEVELOPMENT CORPORATION
Finance & Administrative Services Division
Office of Development Finance
One North Capitol Avenue, Suite 700
*Indianapolis, IN 46204-2288*

(B.) Notices/Payments to the Grantee shall be sent to:

The Honorable Wayne Seybold
*Mayor, City of Marion*
301 South Branson
Marion, Indiana 46952

(C.) Notices to the Affected Industry shall be sent to:

Steven Berry, President
Central Indiana Ethanol, LLC
103 East Greensburg Street, P.O. Box 650
Marion, Indiana 46987

## 11. MONITORING REPORT BY THE STATE:

(A.) After completion of the project described in Exhibit A of this Agreement, and before the final payment of up to **Eighteen Thousand Five Hundred Dollars and No Cents ($18,500.00)** or Twenty Percent (20%) of the grant funds, whichever is less, can be paid to the Grantee, the State will conduct an on-site monitoring review of the project. The Monitoring Report will document the following:

(1.) Whether state, local and/or private funds allocated for the project were expended for activities consistent with the Grantee's grant application and Exhibits A and B of this Agreement;

(2.) A complete, detailed analysis of actual state, local and/or private funds expended to date on the project and conformity with the amounts for each budget line item as set forth in Exhibit B of this Agreement;

(3.) A detailed listing of all project costs by project budget line item which are accrued yet unpaid, if any;

(4.) A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of quarterly progress reports; and

(5.) A written evaluation as to the Grantee's compliance with procurement policy and procedures.

(B.) The State will carry out the monitoring review and evaluation of activities as deemed appropriate by the State. The Grantee will effectively ensure the cooperation of the Grantee's employees in such monitoring and evaluation efforts. The Grantee will take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation.

(C.) If the Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 3 of this Agreement, pursuant to Paragraph 4 of this Agreement, the State will promptly conduct an on-site monitoring of the project and complete a project Monitoring Report.

(D.) Failure to complete the project and expend grant, local and/or other funds in accordance with this Agreement may be considered a material breach of the Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited, to suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all grant funds expended for activities which are not in the scope of this project as set forth in Exhibits A and B of this Agreement.

## 12. ACCESS TO RECORDS:

The Grantee and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this project. They shall make such materials available at their respective offices at all reasonable times during this Agreement term and for three (3) years from the date of final payment under this Agreement, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

## 13. FUNDING CANCELLATION CLAUSE:

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 Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## 14. GOVERNING LAWS:

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## 15. COMPLIANCE WITH LAWS:

The Grantee agrees to 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 of any state or federal statute or the promulgation of regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of the Grant Agreement require formal modification.

A. 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 Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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 Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

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

The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Grant Agreement.

If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

The Grantee warrants that the Grantee and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Grant Agreement and grounds for immediate termination of the Grant Agreement and denial of further work with the State.

The Grantee hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

Grantee agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Grantee from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

C. As required by IC 4-13-2-14.8: Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

## 16. Compliance with Telephone Solicitations Act

(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 the 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:
- (A) except for de minimis and nonsystematic violations, 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 the Agreement, even if IC 24-4.7 is preempted by federal law.

## 17. PENALTIES/INTEREST/ATTORNEY'S FEES:

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as required by Indiana law, in part, Indiana Code 5-17-5, Indiana Code 34-54-8, and Indiana Code 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

## 18. INDEMNIFICATION:

The Grantee agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any. The State shall not provide such indemnification to the Grantee.

## 20. INDEPENDENT CONTRACTOR:

(A.) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

(B.) The Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Contractor's employees.

## 21. NONDISCRIMINATION:

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Grantee and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The Grantee shall not discriminate with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran. The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subcontractors, if any, agree that if the Grantee employs fifty (50) or more employees and does at least Fifty Thousand Dollars ($50,000.00) worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

## 22. SEVERABILITY:

The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

## 23. REMEDIES NOT IMPAIRED:

No delay or omission of the State in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

## 24. TAXES:

The State of Indiana is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Agreement.

## 25. WAIVER OF RIGHTS:

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

## 26. CONFLICT OF INTEREST:

(A.) As used in this section:

(1.) "Immediate family" means the spouse and the unemancipated children of an individual.

(2.) "Interested party" means:

(a.) The individual executing this Agreement;

(b.) An individual who has an interest of three percent (3%) or more of the Grantee, if the Grantee is not an individual; or

(c) Any member of the immediate family of an individual specified under subdivision (1.) or (2.).

(3.) "Department" means the Indiana Department of Administration.

(4.) "Commission" means the State Ethics Commission.

(B.) The Department may cancel this Agreement without recourse by Grantee if any Interested Party is an employee of the State of Indiana.

(C.) The Department will not exercise its right of cancellation under subparagraph (B.) above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Commission obtained under this section.

(D.) The Grantee has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Grantee knows or reasonably could know.

## 27. DRUG-FREE WORKPLACE CERTIFICATION:

(A.) The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or am employee of the Grantee has been convicted of a criminal drug violation occurring in Grantee's workplace.

(B.) In addition to the provisions of subparagraph (A.) above, if the total Agreement amount set forth in this Agreement is in excess of Twenty-Five Thousand Dollars ($25,000.00), Grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace Certification executed by the Grantee in conjunction with this Agreement and which is set forth in Paragraph 26 of this Agreement.

(C.) It is further expressly agreed that the failure of the Grantee to in good faith comply with the terms of subparagraph (A.) above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph (B.) above, shall constitute a material breach of this Agreement, and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of payment, termination of this Agreement and/or debarment of the Grantee from doing further business with the State for up to three (3) years.

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Grants with and grants from the State of Indiana in excess of $25,000. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds $25,000, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant or agreement as part of the Grant documents. False certification

or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

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 their employees 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 their 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;

(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;

(D.) Notifying the State in writing, 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.

## 28. AUTHORITY TO BIND:

(A.) Notwithstanding anything in this Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute Agreements on behalf of the Grantor and has obtained all necessary or applicable approvals from the home office of the Grantee to make this contract fully binding upon the Grantee when his/her signature is affixed, and this Agreement is not subject to further acceptance by Grantee when accepted by the State of Indiana.

(B.) The Grantee binds his successors, executors, administrators, and assignees to all covenants of this Agreement. The Grantee shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the State.

## 29. NON-COLLUSION AND ACCEPTANCE:

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the contracting party, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

**[The Rest of this page is left blank intentionally]**

**In Witness Whereof**, Grantee and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the agreement do by their respective signatures dated below hereby agree to the terms thereof, including, if this Agreement is in excess of $25,000.00, Paragraph 25, Drug-Free Workplace Certification.

**City of Marion**

Wayne Seybold
Mayor, City of Marion

DATE: May 19, 2006

ATTESTED BY:

Kay Wildoner
Controller

DATE: _____

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

MICHAEL S. MAURER, SECRETARY OF COMMERCE

DATE: 6/12/06

*****APPROVED*****

BY: Madhavi Cherian - for
CHARLES E. SCHALLIOL, DIRECTOR
**STATE BUDGET AGENCY**

DATED: 7/5/06

**APPROVED AS TO FORM AND LEGALITY:**
**Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on October 11, 2005.**

*****APPROVED AND RATIFIED*****

# EXHIBIT A
# IDGF-05-706 DESCRIPTION OF PROJECT

**Central Indiana Ethanol, LLC** is locating a new facility in **Marion,** Indiana with a planned capital investment of **$53,525,000** and the creation of **37** new, Indiana resident, full-time jobs paying an average wage of [redacted] an hour by **January 1, 2008.**

The Indiana Economic Development Corporation will provide a grant from the Industrial Development Infrastructure Grant Fund (IDGF) in the amount of **$92,500** or **18%** percent of the eligible project costs, whichever is less, to facilitate infrastructure improvements for this project.

**Project infrastructure improvements include the following:**

The construction of a rail spur approximately 6202 lineal feet in length and associated improvements.

PROJECT I.D.: 339139

# EXHIBIT B
# PROJECT BUDGET
# GRANT I.D.:IDGF-05-706

| PROJECT COST LINE ITEMS | GRANT FUNDS | LOCAL FUNDS | OTHER FUNDS | TOTAL COSTS |
|---|---|---|---|---|
| 1.) Administrative Expenses | | | $ - | $ - |
| 2.) Professional/Engineering Fees | | | $ - | $ - |
| 3.) Land, Structures, Right of Way | | | $ - | $ - |
| 4.) Demolition & Removal | $ - | $ - | $ - | $ - |
| 5.) Construction Improvements | | | | |
| A.) Road | | | $ - | $ - |
| B.) Sewer | $ - | | $ - | $ - |
| C.) Water & Hydrant | | | $ - | $ - |
| D.) Other** | | | | |
| 1.) Rail Spur | $ 92,500 | $ 430,110 | $ - | $ 522,610 |
| 2.) Signal Modifications | | | $ - | $ - |
| Total Project Cost: | $ 92,500 | $ 430,110 | $ - | $ 522,610 |