



Matt Schultz
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

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3/29/2012 2:05:28 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Oskaloosa	City	Mahaska
Party 2	City of Pella	City	Marion
Party 3	Mahaska County	County	Mahaska
Party 4			
Party 5			

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 420 Airports
 (Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 The joint acquisition, construction, equipping, use, expansion and operation of an airport facility.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires _____ Indefinite Duration
 [mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

NO

YES Filing # of the agreement: _____

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name _____ FIRST Name _____

Title _____ Department _____

Email _____ Phone _____

AGREEMENT PURSUANT TO CHAPTER 28E, IOWA CODE

BETWEEN

CITY OF OSKALOOSA, IOWA

AND

CITY OF PELLA, IOWA

AND

MAHASKA COUNTY, IOWA

FOR

THE JOINT ACQUISITION, CONSTRUCTION, EQUIPPING, USE, EXPANSION

AND OPERATION

OF

AN AIRPORT FACILITY

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RECITATIONS:

WHEREAS, the City of Oskaloosa, Iowa (hereinafter individually "Oskaloosa"), the City of Pella, Iowa (hereinafter individually "Pella"), and Mahaska County, Iowa (hereinafter individually "Mahaska County") (hereinafter collectively "Parties") are all political subdivisions existing under the laws of Iowa; and

WHEREAS, with respect to Oskaloosa and Pella, Iowa Code § 384.24(2)(e) defines "airport and airport systems" as legitimate city enterprises; and

WHEREAS, with respect to Mahaska County, Iowa Code § 331.441(2)(c)(5) defines "an airport, including establishment, acquisition, equipment, improvement, or enlargement of the airport," as a legitimate general county purpose; and

WHEREAS, Iowa Code § 28E.1 expresses the legislative intent to "permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage"; and

WHEREAS, the Parties have individually made findings upon due investigation to the effect that the joint acquisition, construction, equipping, use and operation of an airport will best serve the joint and several interests of the Parties' constituents by fostering economic development in a cost effective manner and achieving economies of scale that are unattainable by the individual efforts of the Parties; and

WHEREAS, the Parties jointly agree that their common purposes can best be achieved by the creation of a joint administrative entity under the provisions of Chapter 28E, Iowa Code, rather than by any other means authorized by law,

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section 1. Definitions: For purposes of this Agreement the following words and phrases shall have the following meanings:

a. "Agreement" shall mean this: AGREEMENT PURSUANT TO CHAPTER 28E, IOWA CODE BETWEEN CITY OF OSKALOOSA, IOWA, AND CITY OF PELLA, IOWA, AND MAHASKA COUNTY, IOWA, FOR THE JOINT ACQUISITION, CONSTRUCTION, EQUIPPING, USE EXPANSION AND OPERATION OF AN AIRPORT FACILITY.

b. "Airport Facility" shall mean all equipment, buildings, fixtures, improvements and appurtenances thereto required for the operation of the Airport under Iowa Code §§ 384.24(2)(e) and 331.441(2)(c)(5) in compliance with federal, state and local law and administrative rules.

c. "Governing Body" shall mean the City Councils of the City of Pella, the City of Oskaloosa and the Board of Supervisors of Mahaska County.

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purpose: This Agreement is intended to provide for the Parties' joint acquisition, construction, equipping, use and operation of the Airport Facility.

Section 2. Status as Legal Entity: Pursuant to Iowa Code § 28E.5, the South Central Regional Airport Agency, hereinafter SCRAA, shall be constituted as a separate legal entity governed by a Board of Directors. As so constituted, the entity shall be both a corporation and a political subdivision. It may sue and be sued, contract, acquire, and hold real and personal property necessary for its corporate purposes, adopt a corporate seal and alter the seal at its pleasure, and execute all the powers conferred in Chapter 28E of the Iowa Code or any successor laws.

ARTICLE III. AIRPORT BOARD

Section 1. Governing Body: SCRAA shall be governed in all matters by the Board of Directors established in this Article, and referred to as the "Board".

Section 2. Composition:

a. Each representative of the Board shall be a member of its governing body, or other person appointed by the mayor or chair of the governing body and approved by such governing body. The governing body of a Party may similarly appoint an alternate or alternates on a temporary or permanent basis, as a Party shall determine.

b. Mahaska County shall be entitled to one representative on the Board. The City of Oskaloosa shall be entitled to two representatives on the Board. The City of Pella shall be entitled to three representatives on the Board.

c. All representatives who are elected officials shall serve during the time they hold office, entitling them to such representative status, unless terminated by resolution of the Party so represented. All representatives who are not elected officials of the Party shall serve at the pleasure of their governing body and until their appointment is terminated by the governing body of the Party so represented.

d. During January of each year, the Secretary of the Board shall contact the governing body of each Party to request the names of each Party's representatives and alternates to serve on the Board for the calendar year then starting. The appointment of representatives and alternates to the Board shall be approved by the governing bodies of the Parties. The

appointments shall be certified to the Board before the annual meeting of the Board in February of each year.

Section 3. Voting:

a. In the ordinary conduct of the Board's business, each representative on the Board will have one vote. Four members constitute a majority of the Board and are necessary for approval of any policy matters, site selection, and financial matters. Any other motions before the Board may be approved with a majority of the Board present.

b. The Chair, or in the Chair's absence the Vice Chair of the Board, may vote and participate in discussions and may make or second a motion.

Section 4. Officers:

a. The officers of the Board shall be the Chair, the Vice Chair, and the Secretary/Treasurer each of whom shall be elected by vote of the Board. Each Party shall be represented by one officer.

b. The Chair shall preside at all meetings of the Board. The Chair shall sign any instruments which the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed.

c. In the absence of the Chair or in the event of a death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

d. The Secretary/Treasurer shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Board, (ii) the giving of notices in accordance with this Agreement or any bylaws, or as otherwise directed by the Board or required by law, (iii) acting as custodian of the records of the SCRAA and, (iv) keeping a current registry of the names and addresses of the members of the governing body of each Party, and of each Party's principal officers and Board representatives and alternates. With the approval of the Board, the foregoing secretarial duties may be performed by or with the assistance of SCRAA's staff.

e. The officers of the Board shall be elected annually by and from the representatives of the Parties present at the annual meeting of the Board.

f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. A vacancy in the office of Chair, Vice-Chair or Secretary/Treasurer shall be filled by the Board for the unexpired portion of the term.

Section 5. Meetings:

a. Regular meetings shall be held at least quarterly at the place, day and hour set

forth in a schedule of regular meetings for the following year that is approved by the Board. The annual meeting shall be the first regular meeting held in February of each year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the designated representative(s) of each Party and the elected official and/or administrator designated by each Party, at least twenty-four hours prior to the meeting, or as may otherwise be by the State of Iowa for public meetings.

b. Special meetings of the Board for any purpose or purposes not inconsistent with this Agreement may be called by the Chair at the request of any two Parties. The notice requirements of subsection (a) shall apply to all special meetings.

c. All meetings of the Board shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.

d. The presence of a majority of Board representatives shall constitute a quorum. A quorum is required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all representatives present to be entered into the meeting minutes and shall call the meeting to order if a quorum exists.

ARTICLE IV. POWERS OF BOARD

Section 1. Grant of Powers: The Board shall have and may exercise all of the powers granted by Chapter 28E of the Iowa Code or any successor laws, as the same may be amended and supplemented in the future, for the purpose of jointly acquiring and the initial construction of the Airport Facility. In addition the Board shall have the authority to operate and maintain the same for the benefit of all Parties. Without limiting the foregoing, the Board shall have all of the powers set forth in this Agreement including the power to enter into agreements, contracts and similar arrangements, provided that all necessary financing, including the issuance of Bonds, shall be undertaken individually by the Parties in the manner hereinafter specified to fund their respective funding positions.

Section 2. Coordinating Agency: The City of Pella shall be the Coordinating Agency for the Project and the Parties hereby consent to such designation. The duties of the Coordinating Agency include the following:

a. The Coordinating Agency will advertise for and hold the letting for all required bids required of the Airport Facility.

b. Subject to review by the Board, the Coordinating Agency shall employ all employees needed for the operation of the Airport Facility to carry out the purposes of this Agreement.

c. The Coordinating Agency shall manage all personnel and contract employees of the Airport Facility pursuant to applicable law.

d. The Coordinating Agency shall keep and maintain all books and financial records of the Airport Facility and shall pay all bills of the Airport Facility in a timely manner. The City of Oskaloosa and Mahaska County shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Airport Facility.

e. The Coordinating Agency shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement including, but not limited to, separate funds, accounts for operation and maintenance, administrative expenses, reserves for operating and working capital and insurance and claims. All funds held by the Coordinating Agency shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to Chapters 12B and 12C of the Iowa Code.

f. The Coordinating Agency shall annually conduct an audit of the financial statements of the SCRAA which shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and Chapter 11 of the Iowa Code. The annual audit shall be conducted by an independent auditing firm. Following the receipt of the audit report, the Coordinating Agency shall deliver a copy of the audit to the Parties and the Board.

ARTICLE V. COMMITTEES

Section 1. Executive Committee: An Executive Committee consisting of the Board's three (3) officers previously identified is hereby established for the purpose of general oversight and administration of the Airport Facility within the policy perimeters established by the Board.

Section 2. Other Committees: The Board may, by resolution, designate two or more of its representatives to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board. The designation of such committee shall not operate to relieve the Board of any responsibility imposed by this Agreement. Meetings of such committees may be held at such time and place as the committee members may fix from time to time.

ARTICLE VI. ACQUISITION OF EXISTING FACILITIES AND TRANSFER OF ASSETS

Section 1. Acquisition of Existing Facilities: The existing airport facilities of the Parties shall not be acquired and shall remain the property of each Party after the execution of this Agreement.

Section 2. Transfer of Assets: Each Party shall retain ownership of its existing assets, and none shall be transferred by operation of this Agreement.

Section 3. Disposal of Existing Facilities and Assets: Each Party shall retain ownership of its existing facilities and assets. Disposal of existing facilities assets shall be the responsibility of each Party after the execution of this Agreement. Notwithstanding the above, the Cities of Pella and Oskaloosa both acknowledge and agree that the FAA may require, in its absolute and sole discretion, that the sale proceeds of either one, both, or neither of the cities' existing airport facilities and assets be reinvested in the SCRAA. Further, in the event the FAA requires sale proceeds of a party's existing airport facilities and assets be reinvested in the SCRAA, the sale proceeds of each respective existing airport facilities and assets shall be applied only to each party's respective financial percentages and commitments as identified in Article VII Section 6 and Article VIII Section 4.

ARTICLE VII. CONSTRUCTION OF AIRPORT FACILITY

Section 1. Federal Aviation Administration Studies: The Board is hereby authorized and directed to undertake all necessary studies for the Federal Aviation Administration for the construction of the SCRAA Category C Airport.

Section 2. Site Location Requirements: The site for the Airport Facility must be within 10 miles of the corporate limits of both the City of Oskaloosa and the City of Pella and be capable of accommodating a precision approach landing. In addition, the airport entrance for the site must be located within 4 miles of Highway 163 unless five members of the Board vote otherwise.

Section 3. Initial Construction/Phase I: The initial construction phase for the Airport Facility shall consist of any items deemed necessary by the Federal Aviation Administration for a Category C Airport and shall consist of at least the following items:

1. Terminal building, parking facility, and entrance road
2. Fixed Base Operator (FBO) maintenance facility
3. 30 public t-hanger spaces
4. One 5,500 foot primary runway with ability to expand to 7,500 feet

Section 4. Acquisition and Construction of the Airport Facility: The Board is hereby authorized and directed to undertake the acquisition of real estate, the construction of the airport, including all required infrastructure, equipment and appurtenances necessary for the Airport Facility as identified in Article VII, Section 3.

Section 5. Contracts for Construction: All real estate and equipment acquisitions and contracts for construction shall be considered and entered into by the Board, on behalf of the Parties, in accordance with applicable provisions of Iowa law. No contracts for construction or acquisition shall be entered into by the Board until all authority for funding has been secured under Article VII, Sections 6 and 7 for such construction or acquisition.

Section 6. Allocation of Construction Cost: Construction expenditures not funded by the Federal Aviation Administration shall be allocated as follows:

City of Oskaloosa 50%

City of Pella 50%

Section 7. Financing: Financing, including the issuance of bonds, shall be undertaken by the Parties individually to the extent necessary to cover each Party's obligations under this Agreement.

ARTICLE VIII. ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGET

Section 1. Applicability: This section applies once the proposed Airport Facility is operational.

Section 2. Fiscal Year: The SCRAA shall operate on the same fiscal year as a city under Iowa Law, from July 1st to June 30th.

Section 3. Schedule for Annual Operating Budget: Each year, the Board shall cause there to be prepared and submitted to the Board and to the Parties a proposed preliminary SCRAA budget for the next fiscal year. The preliminary SCRAA budget shall include among other things, (i) a calculation of the annual operating costs (including amounts for all reserves to be funded) and (ii) a comparison of the budgeted and actual expenditures for the current fiscal year. Annually by December 15, the Board shall deliver to the City of Oskaloosa and City of Pella a proposed budget and five year capital improvement plan for the upcoming fiscal year which shall be subject to the approval of the respective City Councils. In the event the proposed budget and capital improvement plan is not approved by the respective Councils, the budget for the current year will remain in effect until approval of a new budget is given by both City Councils.

Section 4. Allocation of Annual Budget Shares: In each annual SCRAA budget, the allocation to each party shall be computed based on net expenditures, which are defined as any unfunded expenditures remaining once all operational, rental, grant and miscellaneous revenue received by the Airport Facility is taken into consideration. The net expenditures to the Parties shall be allocated as follows:

Forty percent (40%) of approved net expenditures shall be allocated to the City of Oskaloosa. Sixty percent (60%) of approved net expenditures shall be allocated to the City of Pella.

ARTICLE IX. PAYMENT OBLIGATIONS

Section 1: Failure to Make Payment:

a. In the event of a failure by a Party to make any payment due to the SCRAA as required under this Agreement which failure continues for a period of ten (10) days, the unpaid amount shall bear interest from the due date until paid at a rate equal to the then prevailing prime rate in effect at a national banking association with an office in a city designated by the Board.

b. If any failure by a Party to make a required payment to the SCRAA continues for a period of thirty (30) days, the Parties not in default may appropriate such funds as are necessary to fill the shortfall caused by the non-payment, and the Board and Parties not in default shall have the right to take any action at law or equity as may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Agreement, including but not limited to those actions seeking money damages or specific performance.

ARTICLE X. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition: The SCRAA may acquire such property as it needs to accomplish its public purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. To the extent authorized by law, the SCRAA also may acquire real property or an interest therein for a public use or purpose related to its function by use of the power of eminent domain, and is authorized to bring an action in eminent domain in its own name or may request a Party to bring such action, which the Party shall then do so as long as the SCRAA shall fully reimburse the Party for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Party to complete the acquisition. In the event the Board determines to contest the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, the SCRAA shall reimburse the Party for the costs and expenses as aforesaid and any attorney fees or damages awarded to the property owner.

Section 2. Disposition: Subject to the approval of the FAA, the SCRAA may dispose of any of its property and shall do so in the same manner as a city. Further, and also subject to the FAA, all proceeds from the sale or disposition of property, no matter the origin of such property, shall be the property of the SCRAA.

ARTICLE XI. AMENDMENTS AND TERMINATION

Section 1. Amendments: This Agreement may be amended for any purpose upon the approval of the governing Boards of each Party.

Section 2. Termination: This Agreement may only be terminated upon the approval of the governing Boards of each Party.

ARTICLE XII. BEST EFFORTS/INDEMNIFICATION

Section 1. Best Efforts: Each Party agrees to cooperate in good faith with the Board and the other Parties, exercise diligence in performing its obligations hereunder, and use its best efforts to carry out the provisions of this Agreement. In addition, Oskaloosa and Pella agree to work with Mahaska County in good faith to resolve road relocations which may be required.

Section 2. No Liability: No Party shall be liable to any other Party for any negligence or error of judgment on the part of the Board, except for any bad faith or willful disregard for the terms of this Agreement.

Section 3. Indemnification: To the extent permitted by law, each Party, including their governing boards, agrees to indemnify the SCRAA, and the Board, and hold them harmless for any fine or penalty imposed on the SCRAA due to an identifiable violation of law, regulation, permit or standard which is attributable to action or inaction by the Party.

Section 4. Remedies: In addition to any other remedies available under applicable law, each Party and the Board shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 5. Notices: All notices which the Parties and the Board are authorized or required to give one another under this Agreement shall be in writing and may be personally delivered or sent by ordinary mail:

a. In the case of the Board of the SCRAA, to Chair, at the address then on file with the Secretary of the Board.

b. In the case of any Party, to the presiding officer of the governing body of the Party at the address then on file with the Secretary of the Board.

Mailed notices shall be deemed to be received by the party to whom they are directed one business day after the date they are postmarked. Any Party may designate another address or specific person to whom the notice should be directed upon written notice thereof to the Secretary of the Board.

ARTICLE XIII. EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. Effective Date: This Agreement shall become effective upon filing with the Iowa Secretary of State and recordation in the office of the Mahaska County Recorder.

Section 2. Duration: This Agreement shall extend for the life of the Airport Facility.

Section 3. Disposal of Property upon Termination: Upon termination of this Agreement, the Parties shall acquire, and SCRAA shall convey by Warranty Deed, ownership interests in all Airport Facility real estate and assets in shares proportionate to each Party's total payments from the Effective Date to the date of termination, with such ownership interests being held as tenants in common with other Parties possessing similar interests. Any Party may acquire the interests of one or both of the other Parties at a value to be established by a Board of Appraisers consisting of one appraiser appointed by each Party and on such other terms as the Parties may agree. The three appraisers selected by the Parties shall elect one of them as appraisal Board chair.

ARTICLE XIV. LIQUIDATED DAMAGES FOR NON COMPLIANCE AND DISPUTE RESOLUTION

Section 1. Penalties for Non-Payment: Penalties for non-payments shall be covered under Article IX of this Agreement.

Section 2. Liquidated Damages: Once this Agreement is approved by the City of Oskaloosa, Mahaska County, and the City Pella, the parties agree to work in good faith and to utilize best efforts to expedite the acquisition, construction, equipping and use of the Airport Facility. In the event one or more of the above Parties exercises its legislative authority to deny or significantly delay the acquisition, construction, equipping and use of the Airport Facility, that party shall be liable to the other Parties for liquidated damages in the amount of \$250,000. Liquidated damages are set in this amount because the calculation of actual damages for such a breach of this Agreement will be difficult to calculate for reasons including, but not limited to: increased project costs due to delays, the need to obtain additional financing to replace the breaching parties' obligations, and the actual funding that will need to be replaced by the non-breaching parties.

ARTICLE XV. SEVERABILITY

Section 1. Provisions to be Severable: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement which can be given effect without the provision determined to be invalid and to that end the provisions of this Agreement are severable.

ARTICLE XVI. EXECUTION OF AGREEMENT

Section 1. Passage of Resolution: A Party shall become a party hereto by the passage of a resolution approving this Agreement and authorizing execution of the same by its statutory officers. This Agreement shall become effective only upon approval and execution by all of the Parties.

Section 2. Signature Pages: Each Party approving this Agreement shall execute the separate signature page provided for it and the parties hereto authorize the City Clerk of the City of Oskaloosa, Iowa to assemble the signature pages and append same to copies of this Agreement, to file the Agreement with the Secretary of State and to record with the Mahaska County Recorder.

SIGNATURE PAGES FOLLOWING:

EXHIBITS FOLLOWING:

STATE OF IOWA)
)SS
COUNTY OF MAHASKA)

On this 21st day of MARCH, 2012 before a Notary Public in and for the City and personally appeared;

By
(signatory line) (Mayor)

David Krutzfeldt, Mayor
(typed or printed name of signatory)

And,
Attest:
(signatory line) (City Clerk)

Amy Miller, City Clerk
(typed or printed name of signatory)

to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Oskaloosa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa



STATE OF IOWA)
)SS
COUNTY OF MARION)

On this 20th day of March, 2012 before a Notary Public in and for the City and

pe

By _____
(signatory line) (Mayor)

James Mueller
(typed or printed name of signatory)

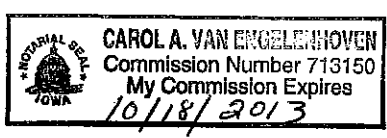
And,

Attest: _____
(signatory line) (City Clerk)

Ronda Brown
(typed or printed name of signatory)

to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Pella, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa



STATE OF IOWA)
)SS
COUNTY OF MAHASKA)

On this 26 day of March, 2012 before a Notary Public in and for the County and personally appeared;

By: _____
(signatory line) Board of Supervisor Member

Greg Gordy

(typed or printed name of signatory)

And,

Attest: _____
(signatory line) (Mahaska County Auditor)

Kay Swanson

(typed or printed name of signatory)

to me personally known, who being duly sworn, did say that they are the Board of Supervisor Member and Mahaska County Auditor, respectively of the County of Mahaska, Iowa, a County, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Board of Supervisor Member and Mahaska County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

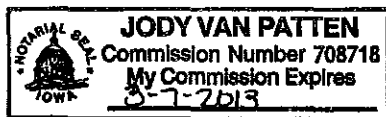


EXHIBIT A: