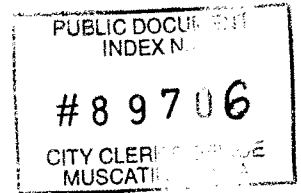


IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
AIRPORT FACILITIES AND EQUIPMENT PROJECT



SPONSOR: City of Muscatine

PROJECT NO.: 9I060MUT140

This is an agreement between the City of Muscatine (hereinafter referred to as SPONSOR) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) to enter into an agreement for cooperative action for the purpose of financing Airport Facilities and Equipment project at the Muscatine Municipal Airport.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Iowa DOT agrees to provide Airport Facilities and Equipment funding to the SPONSOR for the authorized and approved costs for eligible items associated with said improvements.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The SPONSOR shall be the lead local agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the Iowa DOT and the SPONSOR=s contact person. The Iowa DOT=s contact shall be the Office of Aviation (515/239-1468). The SPONSOR=s contact person shall be A.J. Johnson.
3. The SPONSOR shall be responsible for the development and completion of the following described Airport Facilities and Equipment Project:

Replace pavement above fractured fuel line.

4. The estimated total cost of the Project is \$16,408. The SPONSOR agrees to bear expenses in excess of the estimated total cost of the Project and any deficits involved.
5. The Department agrees to reimburse the Sponsor for 70% of eligible project costs, not to exceed the maximum amount of \$5,000, incurred according to the terms of this agreement. Reimbursements will be made in whole dollar amounts only, rounded down.
6. The SPONSOR shall complete and submit to the Iowa DOT the Facilities and Equipment Claim along with copies of the invoices within ninety (90) days after this agreement has been signed by the SPONSOR and the Iowa DOT.
7. This agreement is not assignable without the prior written consent of the Iowa DOT.
8. It is the intent of both parties that no third party beneficiaries be created by this agreement.

Airport Facilities and Equipment

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9. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
10. This agreement as set forth in items 1 through 10 herein constitutes the entire agreement between the Iowa DOT and the SPONSOR concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the Iowa DOT and the SPONSOR.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

SPONSOR:

By Richard W. O'Brien Date March 31, 2006
Title Mayor

ATTEST: (for SPONSOR)

Signed [Signature]
Title City Administrator
Date March 31, 2006

IOWA DEPARTMENT OF TRANSPORTATION
Modal Division

By Michelle F. McEnany Date 3-13, 2006
Michelle F. McEnany
Director
Office of Aviation