

City Administrator Report to Mayor & City Council

July 24, 2015, Edition No. 183

WEEKLY UPDATE:

1. TIF: We may have two potential requests for TIF that will be coming forward in August. A commercial TIF along Highway 61 (attached) and a senior housing project (details forthcoming). The Highway 61 request is for a 6 year TIF (equates to 10 years at 50%). We will bring these forward in August for Council's initial review.
2. WPCP: Come see what exciting things are happening in Muscatine at the WPCP as we celebrate 50 years of service to the Muscatine Community. The invite is attached.
3. Mississippi Drive: HOLD THE DATE - September 1st 5:30-8PM. This is the tentative date and time for the Project Kick-Off. Additionally, we met this week with the CP, Hotel, MPW and our engineering firm to review the project timeline, funding (draft agreement with CP), hotel pre-construction items, and the electric/utility components. HNI was included to review their upcoming plans adjacent to the corridor. We have several issues to coordinate with the hotel, including street closures, drive up access/right-of-way acquisition adjacent building, demolition, access, and the drive up in the front of the facility. We have asked that we get these requests ASAP for Council to review.
4. CP: Attached is a DRAFT agreement for the upcoming project as well as very preliminary estimates from Bolton & Menk (below and attached). This is a preliminary document and I expect additional changes and discussion as to cost allocation. We look forward to reviewing the draft agreement and meeting with the CP. The CP plans to inspect the Papoose Creek Sewer towards the end of next week. Bolton & Menk: We always put our estimates together based on our design time. That being said, generally engineering design and construction administration would be in a range of 15-17% of construction costs. That would give you a total range of \$879,327.40-\$996,571.00 in engineering and construction services fee. The design can range from 8%-10%, so \$468,974.60 - \$586,218.30 of the total engineering. These are CP related costs up for review and discussion in the agreement.
5. China: Attached is a powerpoint prepared by Daniel and Glad's team in China on the opening of the Muscatine Center.
6. Soccer: For Your Information - The Muscatine Community and the Muscatine Soccer Complex will be hosting the College Search Kickoff Soccer event July 23 - 26, 2015. This will be the 20th year we have hosted this event which involves 96 teams from 11 different states. The event also attracts around 300 college coaches that are looking for potential future players. Additionally, it looks like Muscatine is to be awarded to state soccer club championship tournament for this Fall. More details to follow.

7. Art Center: The Art Center was awarded a Carver Grant totaling \$360,000 - \$200,000 towards the HVAC project and the remainder for service and facility improvements.
8. Miss Drive MOA: FYI on our next steps per Stanley's - Now that the MOA has been finalized, would you like to proceed with the development of the requirements of Appendix C of the MOA. Appendix C outlines the development of the Puritan Ice Company Iowa Historic Property Study Booklet which needs to be done by a person or a firm that has the required historian credentials. In December 2014, we obtained a fee estimate from LBG for your use in budgeting purposes. At that time we had discussed that competitive bids would be obtained once the MOA is finalized. February 19, 2015, is the date that SHPO approved the initial field photographs and documentation of the Puritan Ice Building that is falling down. The MOA requires that the draft Study Booklet be submitted to SHPO within 12 months from SHPO's approval of the photos and documentation. Stanley's will be proceeding with requesting bids from Bear Creek Archeology (Cresco Iowa), Tallgrass Historians (Iowa City, Iowa), and Louis Berger Group (Kansas City, MO).
9. Colorado: I asked DPW Director Hill for the following information for the potential extension of the sidewalk on the North side of Colorado all the way to University Ave. The cost for this is \$9,200 and that includes sidewalk, grading and seeding. There are additional costs and there is additional right-of-way to be acquired as well along that stretch of road and a utility control box at the intersection of Colorado/University Dr. that may need relocated. However there are other considerations. If we associate this work with the Colorado St. Reconstruction Project then we need to get a NEPA clearance and approval from DOT since it is tied to our STP funding. There is no reason this section of sidewalk can't be installed when the owner of the property chooses to develop it. This is the way most sidewalks are constructed. Then a sidewalk can parallel University on the west side of the street making a much safer area for pedestrians. There are pedestrian safety considerations at this intersection in its current configuration as well. Additionally, there are gaps in the sidewalk network on the east side of University. If the council desires to move forward with this project, I recommend waiting until after the Colorado Reconstruction Project is closed.
10. Library: Attached is information from the recent Library Steering Committee meeting. It is important to stress that the timeframe at the end is not the library's time frame. Neither the steering committee nor the board has made any determinations on bringing this forward. Public meetings will not be held until much later in the process and nor does the Library expect to be fundraising anytime in the next few years. This project was undertaken so the Board has facts and estimates to utilize in making any decision - i.e build new, remodel or stick with what we have. The library is focused on the downtown at this point based upon potential investor input to date.
11. Housing: Here is the contact info for the new Housing Administrator: Jodi Royal-Goodwin, Housing Administrator, City of Muscatine, 215 Sycamore St.,m Muscatine, IA, 52761, www.muscatineiowa.gov, 563-264-1554, jroyal-goodwin@muscatineiowa.gov

☆ jeff@woodsonia.net @

Today at 9:06 AM

J

To: Gregg Mandsager, David Gobin Cc: drew@woodsonia.net, Ben Meier
Muscatine Pointe Development Agreement



Gregg and David – In regard to the information needed to complete the development agreement please find the attached:

- Site Plan
- Lease Plan & Elevation View
- Street View from Highway 61

Minimum Assessed Valuation Restaurant – Lot 1 - \$800,000
Minimum Assessed Valuation Multi-Tenant – Lot 2 - \$1,353,600
Minimum Number of Job Created – 40 Jobs

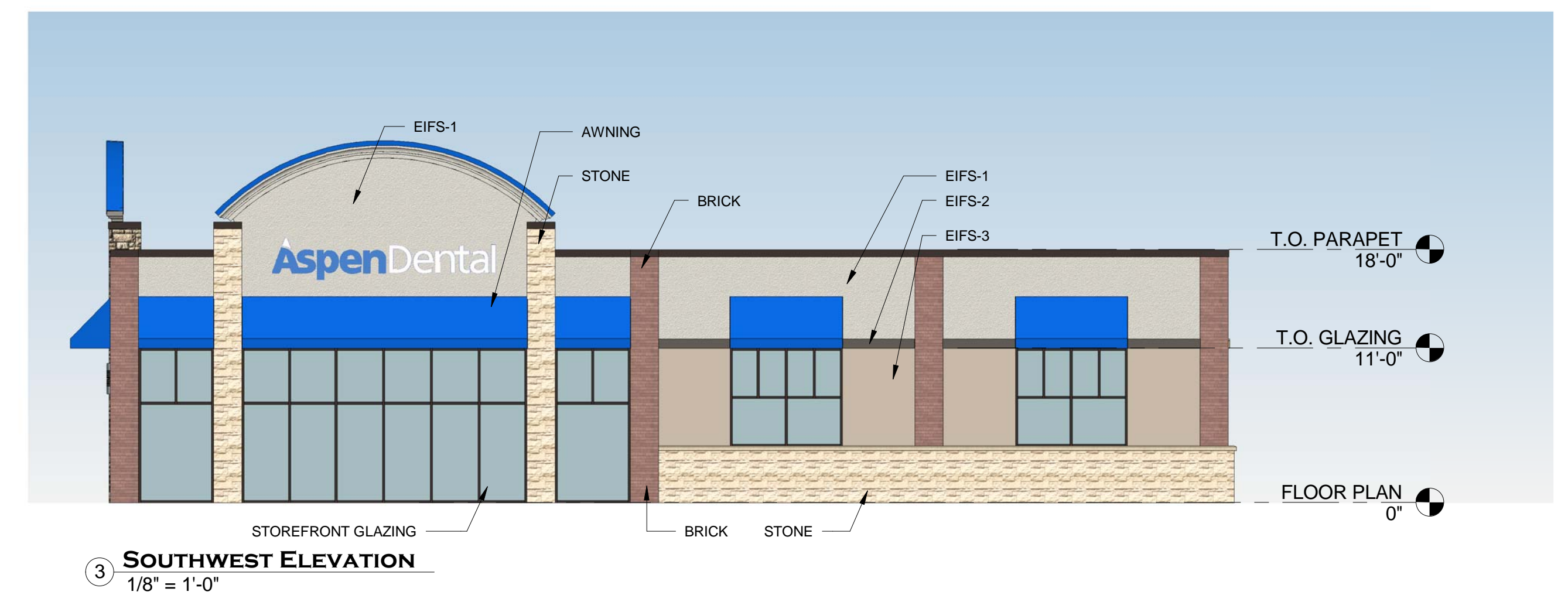
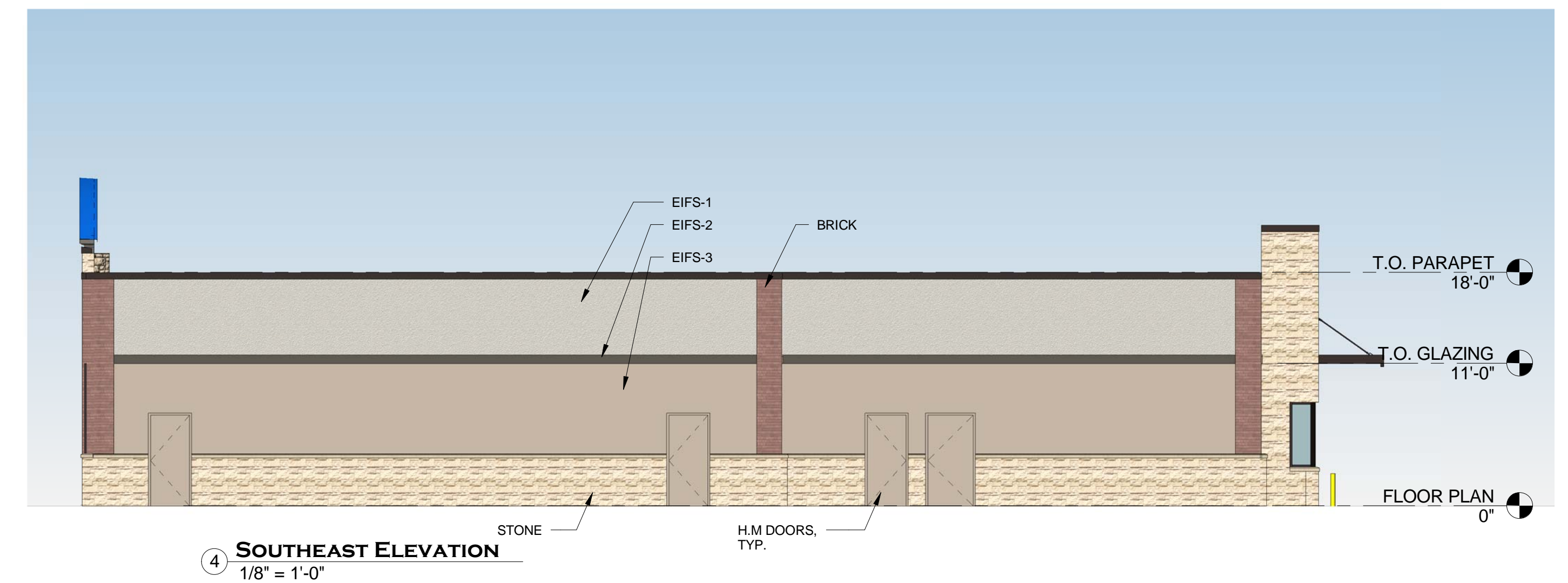
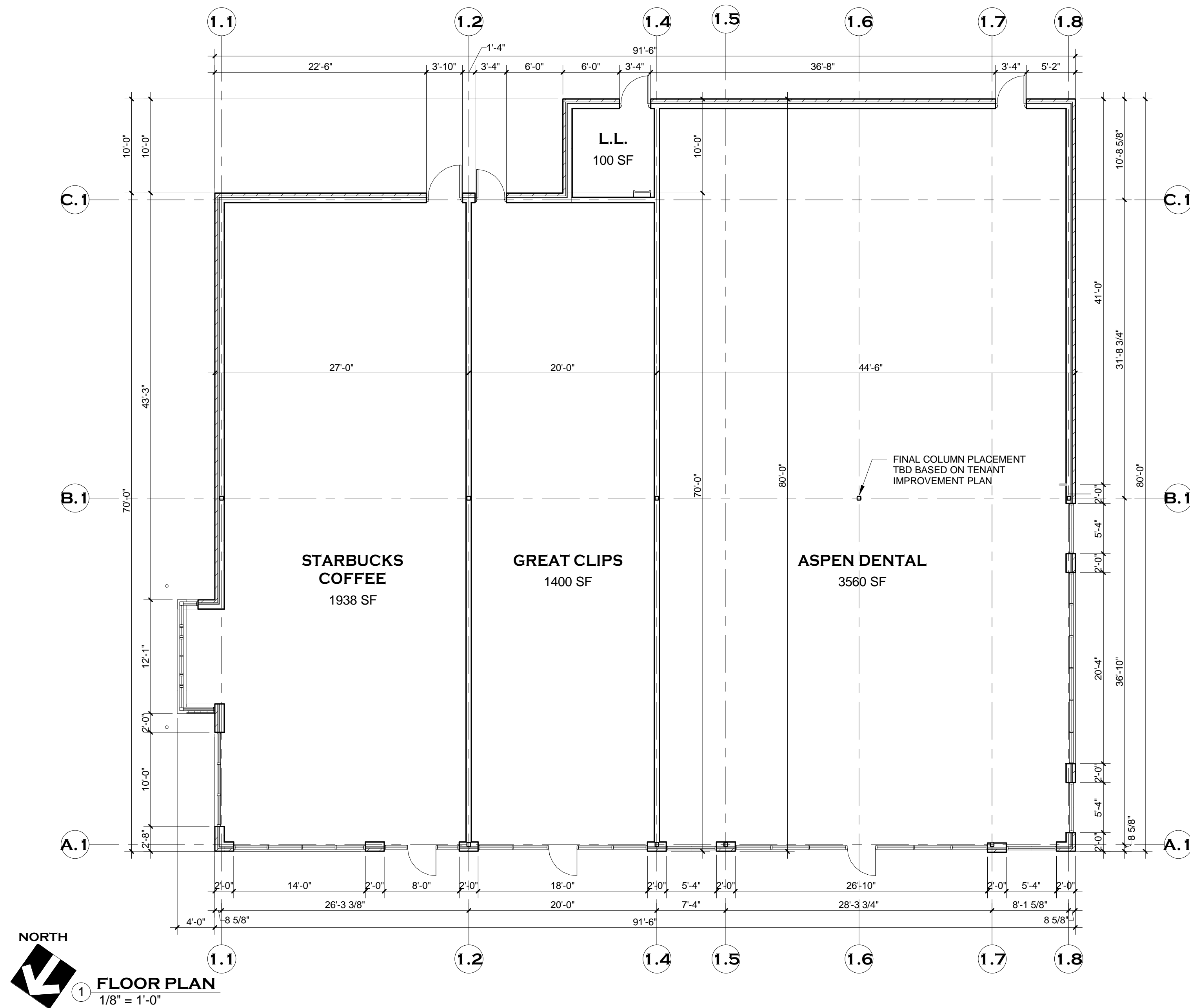
As we discussed if possible we'd like to adjust the payout schedule. From our perspective its easier to finance shorter time periods so we'd like to see if the City would be willing to pay out 100% of the increment for the first five years versus 50% over 10 years. Also we'd like to vary the start times for both lots and could agree that the multi-tenant retail building be completed on/or before December 31, 2016. The restaurant lot we'd agree to have completed on/or before December 31, 2019.

Please let me know if you need additional information and if the City Council is in support of our request.

Jeff

Jeff Elliott
Project Developer
Woodsonia Real Estate, Inc.
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Omaha, NE 68154
E: Jeff@woodsonia.net
C: 402-203-0808
O: 402-513-9003

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MUSCATINE POINTE

LOT 2, HWY 61

MUSCATINE, IOWA

07/09/2015

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1/8" = 1'-0" @ 24"x36" Sheet
Half Scale @ 11"x17" Sheet
JOB NO. 14148

simonson

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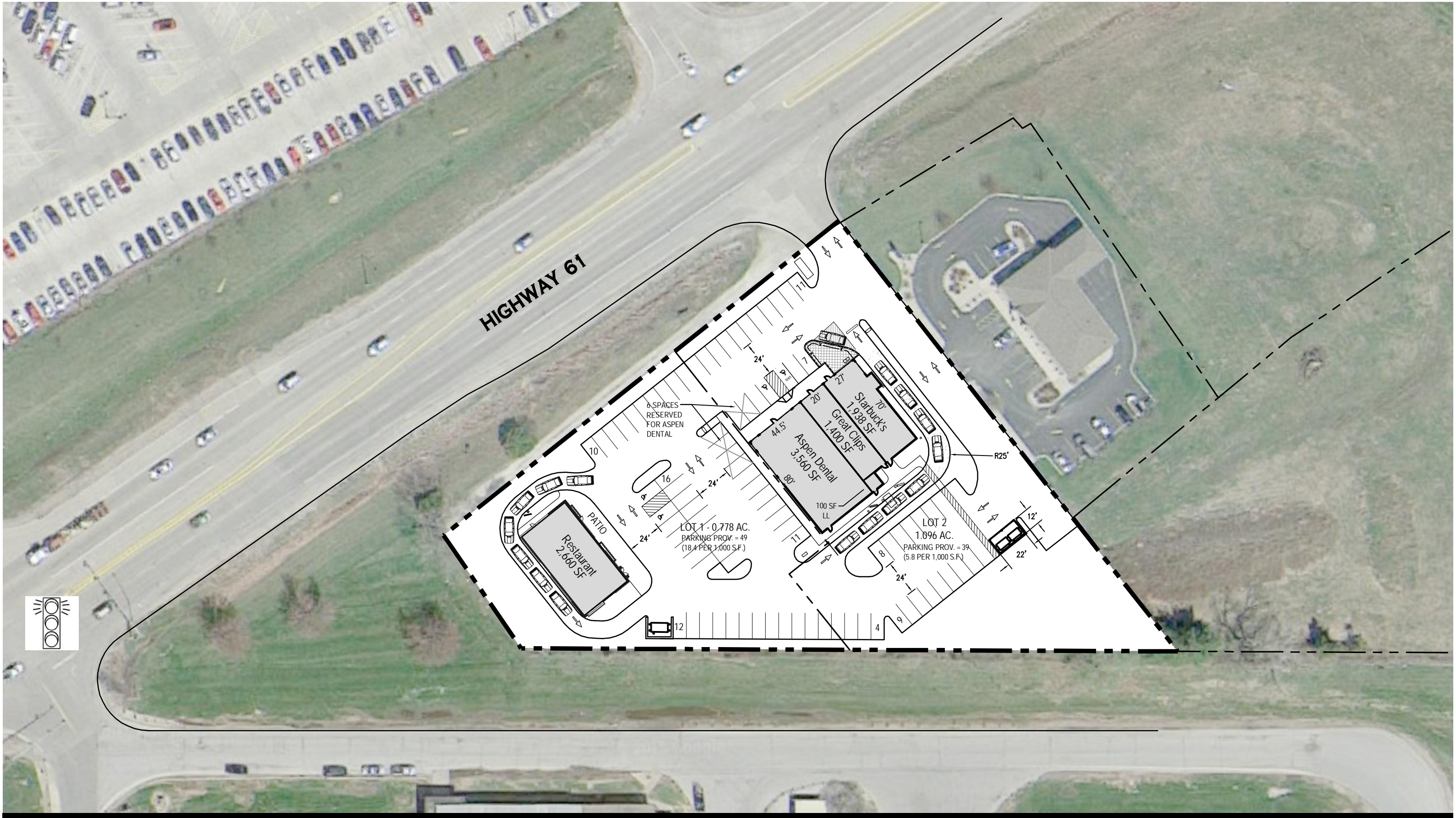
PERSPECTIVE TO SOUTH FROM HIGHWAY 61

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LOT 2, HWY 61
MUSCATINE, IOWA
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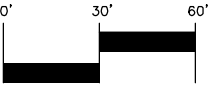
This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography, utilities, structures and other physical features shown herein are based on the information available to the architect at the time of design. This document reflects a site plan concept only, and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city input, site signage, grading, and other factors that may impact final site design. This drawing shall not be used for construction or legally binding documentation. (C) Copyright 2015 by Simonson & Associates Architects, L.L.C.

Muscatine Pointe

Site Concept #7
Muscatine, Iowa

JULY 09, 2015

NORTH
↑
1" = 60'-0" @ 11"x17" Sheet
SAA# 14148
DRAWN BY: AVG



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Muscatine Pointe
 Estimated Jobs Created & Wages
 Date: 07/09/15

STARBUCKS:

	Number	Hourly Wage	Annual Wage
Total Employees	24		
Store Manager	1		\$50,000
Shift Supervisors	4	\$10.75 - \$11.75	
Baristas Full Time	6	\$8.77 - \$9.50	
Baristas Part Time	13	\$8.77 - \$9.50	

GREAT CLIPS:

	Number	Hourly Wage	Annual Wage
Total Employees	9		
Store Manager	1		\$50,000
Assistant Store Manager	1	\$12.10	
Hair Stylist	6	\$8.75	
Receptionist	1	\$8.55	

ASPEN DENTAL:

	Number	Hourly Wage	Annual Wage
Total Employees	8		
Dentist	1		\$145,000
Office Manager	1		\$41,000
Dental Assistant	5	\$13.65	
Receptionist	1	\$9.50	

RESTAURANT:

	Number	Hourly Wage	Annual Wage
Total Employees	15		
Store Manager	1		\$80,000
Assistant Manager	2		\$60,000
Cooks	4	\$9.50 - \$10.50	
Service/ Cashiers Full Time	4	\$12.50 - \$15.01	
Service/ Cashiers Part Time	4	\$12.50 - \$15.01	
TOTAL JOBS CREATED	56		

City of Muscatine Water Pollution Control Plant

All are welcome to join the

50 Year Celebration

Open House: Thursday, August 13 from 3:00 pm to 6:00 pm

Where: Muscatine Water Pollution Control Plant (WPCP)

1202 Musser Street

The Muscatine Water Pollution Control Plant is celebrating 50 years of service to the Muscatine community. See the advanced process 2012 plant renovation and state of the art laboratory completed in 2014.

Join us for Plant and Laboratory tours and refreshments.

**COME SEE THE EXCITING FUTURE PROJECTS OF THE
*CITY RENEWABLE RESOURCES PROGRAM***

For more information, call the Muscatine WPCP at 563-263-2752

COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT (the “Agreement”) is entered into on this ____ day of _____, 2015 by and between the Dakota, Minnesota & Eastern Railroad Company doing business as Canadian Pacific Railway (hereinafter the “CP”), its successors and assigns, and the City of Muscatine, Iowa (hereinafter the “City”).

WHEREAS, the City of Muscatine has recently experienced an interruption and displacement of traffic patterns due to the 2014 flooding and subsequent construction by CP of elevating the railroad tracks along the Mississippi Drive Corridor; and

WHEREAS, the City of Muscatine has also experienced an interruption in access to its Riverfront due to the 2014 flooding and subsequent construction by CP of elevating the railroad tracks along the Mississippi Drive Corridor; and

WHEREAS, the City of Muscatine is planning a project to reconfigure the intersection of Green Street and Hershey Avenue, raise the road grade from Sycamore Street to Mulberry Avenue, make improvements to Hershey Avenue, Mississippi Drive, and associated utilities through the downtown area from south of Main Street to the Norbert F. Beckey Bridge (the “Project”); and

WHEREAS, in connection with this Project, CP wishes to elevate certain railroad tracks throughout the City, specifically along the Mississippi Drive Corridor, to avoid future flooding impact on City businesses and to improve, modernize and enhance certain crossings, access points and other associated infrastructure of its railroad operation, which will impact the Project; and

WHEREAS, the City and CP entered into a Memorandum of Understanding (“MOU”), dated April 8, 2015 (attached as Exhibit A), to develop a more definitive contract for coordinating both the City Project and the CP Project; and

WHEREAS, the City is willing to work cooperatively with CP to accommodate the impact of elevating the railroad tracks to their final level along the Mississippi Drive Corridor; and

WHEREAS, as a result of CP raising the height of the railroad tracks, the City will incur Project expenses that it would otherwise not incur; and

WHEREAS, the parties agree that the results from the elevation of the railroad tracks’ impact on street reconstruction, infrastructure improvements and modernization of CP’s crossing and access points should be coordinated so as to minimize the additional costs to the City and facilitate the objectives of both parties and;

NOW, THEREFORE, the City and CP agree to share the cost of the additional Project expenses in accordance with the terms of this Agreement.

1. Purpose. This purpose of this Agreement is to coordinate the City’s Project with CP’s track elevation project and to set forth CP’s obligation to fund the costs of surveying, engineering, compliance, mitigation, property acquisition and construction of those portions of the City’s Project that are necessitated by CP’s elevating the railroad tracks.

2. City’s Project. The Project specifications and the location of the public improvement that are the subject of this Agreement are shown on the attached Exhibit B, and incorporated herein by reference.

3. CP's Project. In conjunction with the City's Project, CP will, at its own cost, restore each of the existing railroad crossings and entrances to the riverfront area, as designated in the attached Exhibit C, so that they comply with all applicable Iowa Department of Transportation requirements and meet all of the accessibility and design requirements imposed by federal law including, but not limited to, the American with Disabilities Act Amendment Act ("ADAAA") as amended. In addition, CP will be required to upgrade certain segments of the Mississippi Drive Corridor infrastructure including, but not limited to, raising Mississippi Drive and reconstructing the Papoose Creek Sanitary Sewer to accommodate the final elevation of the railroad tracks and making necessary repairs to the retaining wall one block past Pine Street (collectively "CP's Project").

4. City's Project Adjustments. As a result of CP's Project, the original design of the City's Project has been impacted and it becomes necessary for the City to make certain adjustments to the Project design, including, *inter alia*: (i) raising the height of Mississippi Drive (ii) addressing railroad crossings for Americans with Disabilities Act Amendment Act compliance, and (iii) acquiring property for right-of-way purposes (the "Project Adjustments."). This list of adjustments is not exhaustive and is subject to changes and additions as the Project develops.

5. Financial Responsibilities. The total cost of the City's Project is currently estimated at \$_____. Of the total project costs, the parties estimate that \$4,000,000 to \$6,000,000 of the cost is due to CP's request to adjust the height of the railroad tracks and the corresponding Project Adjustments. A copy of the Project Adjustments budget is attached hereto as Exhibit C. CP hereby agrees to pay for the cost increase as a result of the Project Adjustments, which amount is subject to change based on the actual bids awarded by the City and relevant change orders thereto, including all costs of surveying, engineering, compliance, mitigation, property acquisition, and construction of the Project Adjustments. Details with regard to certain phases and the payments therefor are as follows:

A. *Payment Bond.* Simultaneously upon entering this Agreement, CP will submit a payment bond in an amount at least equal to the estimated cost of the Project Adjustments as security for the faithful performance of the terms and conditions specified in this Agreement. The surety on such bonds shall be satisfactory to the City and shall be a duly authorized surety company licensed to do business in the State of Iowa.

B. *Design and Engineering.* Prior to entering into this Agreement, the parties agreed that the City would need additional contracted engineering services in order to reconfigure the City's Project as a result to CP's Project. The City presented CP with quotes from qualified engineering firms and ultimately selected Bolton and Menk to provide the necessary engineering services for the Project redesign and construction management. CP shall be responsible for the engineering costs associated with redesigning the Project as a result of the Project Adjustments, which includes design and preparation of detailed preliminary, right-of-way and construction plans, and project specifications. Such costs are estimated to be between \$800,000 and \$1,000,000, but are subject to change based on the actual design costs incurred by the City. Payment for the design costs shall be paid as follows:

- a. \$500,000.00 due on or before September 1, 2015; and
- b. \$300,000.00 due on before June 30, 2016; and
- c. The remaining balance of the design and engineering costs on or before December 31, 2016.

C. *Construction.* CP shall fund all actual Construction Costs associated with the Project Adjustments. "Construction Costs" shall include all labor, materials, tools, equipment and everything else needed to successfully complete the Project Adjustments according to the

specifications. Such costs are estimated between \$5,000,000 and \$6,000,000, but are subject to change based on actual bids awarded by the City plus any relevant change orders and payment of claims related to such work. Payment for the construction costs shall be paid in quarterly installments during calendar years 2017 and 2018 as follows:

- a. On a quarterly basis (on or about March 31, 2017, June 30, 2017, September 30, 2017, December 31, 2017, March 31, 2018, June 30, 2018, and September 30, 2018) the City will make application for payment to CP identifying the construction costs incurred and the approximate percentage completed. It will also provide a cumulative tally of the total contract, change orders, what has been paid, what has been retained, and the current payment due. CP shall remit payment for each such application for payment within thirty (30) days of date of receipt; and
- b. CP shall remit payment for the remaining balance of the actual construction costs plus any change orders or claim amounts on or before the date in which the Project is accepted as complete by the City.

D. *Property Acquisition.* The parties acknowledge that acquisition of certain property interests and/or damages are associated with and/or necessary in order to complete the Project Adjustments. CP shall be responsible for the City's actual property acquisition costs as a result of the Project Adjustments. It is currently estimated that the City will need to acquire a building located at the corner of Sycamore Street and Mississippi Drive due to the Project redesign, which will cost approximately \$_____. It is possible that additional properties will need to be acquired in the future due to the Project Adjustments, in which case, CP shall be responsible for such acquisition costs. CP agrees to reimburse the City for any and all property acquisition costs within thirty (30) days after the City submits payment invoices to CP.

E. *Environmental and Compliance Costs.* In the event the work performed by CP or the Project Adjustments require any environmental surveys, studies, remediation or any additional compliance requirements resulting from the CP's Project, including design, engineering, repair or maintenance of the Papoose Creek Sanitary Storm Sewer, CP shall be responsible for any and all costs of such surveys, studies, construction, remediation and/or compliance costs. CP agrees to reimburse the City for any and all such costs within thirty (30) days after the City submits payment invoices to CP.

F. *Deposited Funds.* CP agrees that all funds delivered to the City pursuant to this Agreement may be commingled with other similar monies deposited from other sources funding the Project.

G. *Additional Funding.* In the event the City obtains additional federal, state, local, private or other funds to design or construct the Project Adjustments that are not obligated at the time of execution of this Agreement, the City, in its sole discretion, may consider any request by CP for an off-set for the deposited funds, a reduction in obligation, or a return of, any payments made pursuant to this Agreement. In the event the City agrees to grant CP's request for a refund, the City, in its sole discretion, shall determine the amounts and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the City's determination of CP's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and CP.

6. Project Letting and Award of Contracts. The City shall be solely responsible for bid letting of

the Project, including Project Adjustments, which includes advertising for bids and awarding the construction contracts for the Project. The City will solicit bids for the public improvement in accordance with the plans developed by the City, as the plans may from time to time be modified in order to carry out the work as contemplated. The City reserves the right to reject any and all bids at the City's sole discretion.

7. Project Management. The City shall have exclusive control of the Project, including managing the design, engineering, construction and inspection of the Project. With the exception of those requirements set forth in paragraph 5(E) above, the City shall obtain all governmental and non-governmental reviews and approvals, licenses and permits that are, or may be, required and necessary for the Project. The City shall invite CP representatives to participate in pre-construction and on-going construction meetings with the City's contractor awarded the contracts.

8. Project Changes. The parties acknowledge that there may be change orders requiring cost adjustments in the event of certain unforeseen conditions or changes arise. The City shall promptly submit to CP for prior review, except in emergency circumstances, each contractor request for a change order that affects CP's contribution to the Project, and each contractor claim for additional compensation related to or increasing CP's cost for the Project Adjustments. Within three (3) business days after receipt of such proposed change order or notice of potential claims, CP will provide the City with a written response identifying whether it agrees with the City's recommendation for action on the request, along with an explanation of any disagreement with the City's recommendation. In the event the City does not receive comments within the specified time, CP will be deemed to agree to the City's recommendation for action on the change order or claim.

9. City Added Work. The City, in its sole discretion, may add betterments to the Project Adjustments, and, so long as such betterments are not a result of CP's Project, the City shall be responsible for all such costs including design, permitting and increased construction costs.

10. Expenditure of Funds. The City is expressly not committed to the expenditure of funds until such time as they are authorized by bond issue or other funding source, budgeted, appropriated by the city council, and approved for expenditure.

11. Ownership and Modification. Regardless of which party procured payment for any portion of the Project or Project Adjustments, the City shall maintain ownership of all portions of such public improvements. By contributing to the cost of the Project, CP gains no interest in the roadway or improvements whatsoever. CP shall not be obligated to keep the constructed improvements or roadway in place if the City, in its sole discretion, determines removal or modification of the roadway or improvements is the best interest of the City's roadway system. In the event the City decides to remove the roadway or improvements, CP shall not be entitled to a refund of the funds contributed to the Project.

12. CP Maintenance and Landscaping Obligations. CP will continue to maintain, repair or replace the temporary crossings at Cedar Street and Iowa Avenue as necessary, in the City's discretion, to provide access to the City's riverfront until the final completion of the Project, including ADA compliance. In addition, CP will provide landscaping approved by the City around the switch station near Iowa Avenue.

13. Papoose Creek Sanitary Sewer and Retaining Wall. CP acknowledges that it is likely that, as a result of the Project or CP's Project, improvements will be necessary to repair the erosion under the Papoose Creek Sanitary Sewer at the railroad crossing. In addition, the retaining wall southwest of Pine Street will need to be reconstructed in conjunction with the Project. CP shall be responsible the construction and bid letting of such improvements as well as all costs associated with such improvements, including, *inter alia*, costs for all environmental surveys, studies or remediation; engineering; compliance; mitigation;

property acquisition; and construction. All such improvements shall be done with specifications and materials approved and acceptable to the City.

14. Cooperative Effort. The parties hereby agree to work in a cooperative manner in proceeding with the City Project and CP's Project. The City acknowledges that to facilitate CP's Project, it may be necessary to relocate City utilities and/or alter or bury overhead utilities. The City agrees to take reasonable measures to facilitate these requirements; however, CP agrees to fund all costs associated with any relocation, alteration, or burying of such utilities.

15. Term. The term of this Agreement is from the date of execution through the completion date of the Project, or as otherwise terminated or extended by mutual consent of the parties in writing. The "completion date" shall be defined as the date that the cost of the Project is paid in full.

16. Termination. The parties agree that this Agreement may be terminated as follows:

- A. The City, in its sole discretion, may cancel this Agreement at any time prior to starting engineering and awarding construction contracts if it determines that the Project cannot reasonably be completed because (i) there is insufficient funding, (ii) environmental or compliance requirements cause the estimated cost of the Project to be twenty percent (20%) or more in excess of the original Project estimate, or (iii) because a fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without its fault or negligence cause the Project to impractical to complete.
- B. CP, in its sole discretion, may cancel this Agreement at any time prior to starting engineering and awarding construction contracts if it determines that the CP Project cannot reasonably be completed because (i) there is insufficient funding, (ii) environmental or compliance requirements cause the estimated cost of CP's Project to be twenty percent (20%) or more in excess of the original estimates, or (iii) because a fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without its fault or negligence cause the Project to impractical to complete.
- C. Either party may terminate this Agreement if the other party defaults on any or all of its obligations under this Agreement, provided that insofar as practicable, the Party terminating the Agreement will:
 - a. Give written notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other party has failed to perform the obligations; and
 - b. Provides an opportunity for the other party to cure the default within the thirty (30) calendar day notice of intent to termination.
 - c. If the other party fails to remedy the default or breach to the satisfaction of the other party within the time period established in the notice of termination, this Agreement shall be deemed termination.
- D. In the event of termination, the City shall reimburse CP for any unused monies that have been deposited with the City, in addition to an accounting of all used portions of the monies provided to the City. The City shall not be obligated to reimburse monies that have already been expended in accordance with this Agreement.
- E. A termination by any party shall not extinguish or release either party from liability,

claims or obligations to third parties existing as of the time of termination.

17. Remedies. The parties reserve the right to exercise any and all of the following remedies singly or in combination, in the event the other violated any provision of this Agreement:

- a. Commencing an action at law for monetary damages;
- b. Commencing an action for equitable or other relief;
- c. Seeking specific performance of any provision that reasonably lends itself to such remedy; and
- d. The prevailing party (or substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorney's fees and costs.

Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

18. Indemnification. To the extent permitted by law, the parties to this Agreement shall indemnify and save harmless the other party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to any acts or omissions of the indemnifying party. No party shall be required to indemnify save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. This indemnification shall survive the termination of this Agreement.

19. Time of the Essence. The parties agree that time is of the essence and the parties shall use their best efforts to facilitate the obligations under this Agreement in a timely manner.

20. Amendments. Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and CP.

21. Governing Law. This Agreement shall be construed according to the laws of the State of Iowa. CP shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

22. Notices. All notices and other communications under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission and shall be deemed received three (3) business days following the date when mailed or on the date when delivered or faxed (provided the fax machine has issued a printed confirmation of receipt), and shall be directed to the parties at the addresses shown below. A party may change its designated person or contact information from time to time by giving written notice to the other party.

If to the City:	City of Muscatine, Iowa c/o Gregg Mandsager 215 Sycamore Street Muscatine, Iowa 52761 (563) 264-1550
-----------------	--

If to CP:

23. Authority to Execute. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute the Agreement.

24. Section Headings. All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of the Agreement.

25. Entire Agreement. This Agreement represents the entire understanding between the parties regarding the subject and supersedes all prior written or oral communications between the parties regarding this subject.

26. Severability. In the event any clause or provision of this Agreement is held illegal, invalid, or unenforceable under present or future laws, then that provision shall be modified or deleted as so ordered and the remainder of this Agreement shall not be affected thereby.

27. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties, and attached to the original Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

**SOO LINE RAILROAD COMPANY d/b/a
CANADIAN PACIFIC RAILWAY**

By:
Its:

THE CITY OF MUSCATINE

**Gregg Mandsager
City Administrator, City of Muscatine**

EXHIBIT A

[Executed Memorandum of Understanding]

EXHIBIT B

[Insert Project specs and map of location]

EXHIBIT C

[Insert CP's Project design and specs]

EXHIBIT D

[Insert estimated budget for adjustments]



CHINA WINDOWS GROUP

Muscatine Center Opening Ceremony

CHINA WINDOWS



CHINA WINDOWS GROUP

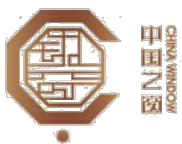


Right part of the Muscatine Center, Muscatine Briefing, and the key Industries introduction.

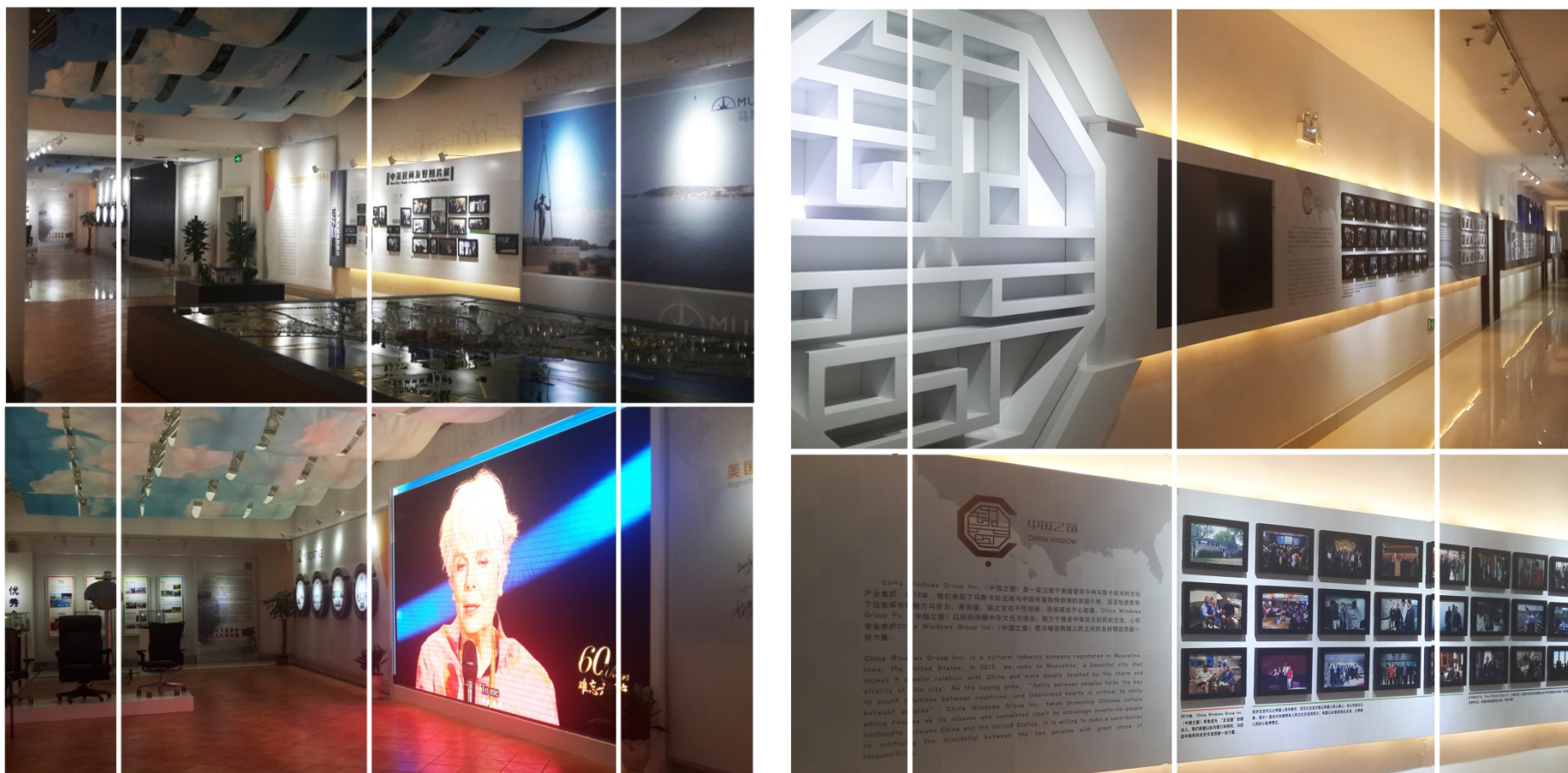


Left part of the Muscatine Center, A real BIG Muscatine Model Map, and the history of the special relationship between Muscatine and China.





CHINA WINDOWS GROUP





CHINA WINDOWS GROUP



Grand Opening, 17th of July, 2015



CHINA WINDOWS GROUP



Mr. Mayor of Muscatine, the Provincial Officers of Shan Dong Province, the officers of Ji Nan City, the Presidents of China Confucius Foundation participant the ceremony.



CHINA WINDOWS GROUP



The kids and teacher are the most special and important guests.





CHINA WINDOWS GROUP



Mayor made a great speech, and Albert did very good interpreter to well promote Muscatine



CHINA WINDOWS GROUP



Cut the ribbon

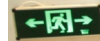
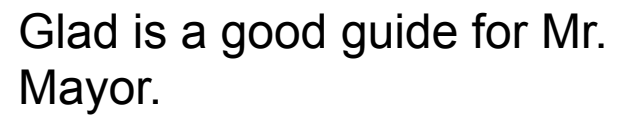




CHINA WINDOWS GROUP



Visit the Muscatine Center





CHINA WINDOWS GROUP



Kids are highly welcomed by the same age people in Ji Nan. They made their friends each other.



CHINA WINDOWS GROUP



Sign on the wall

Mayor is very proud about each picture of Muscatine, want to tell the detail story about each picture to everybody





CHINA WINDOWS GROUP

Meeting with the Provincial
officers of Shan Dong province



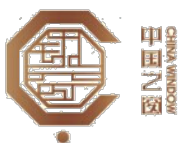
Interviewed by
various media



Glad and Daniel are deep touched by the kids' gift



Enjoy the typical Chinese traditional program



CHINA WINDOWS GROUP

马斯克廷文化中心

马斯克廷文化中心的最新相关信息

[美国马斯克廷文化中心在济南落成](#)



7月17日,马斯克廷市市长德文·马克·霍普金斯(后排左二)在马斯克廷文化中心开幕式上讲话。新华社记者 徐速绘 摄新华网山东频道7月18日电 17日,旨...
华夏经纬网 2天前

[马斯克廷文化中心落户泉城](#) 大众日报

2天前

[美国马斯克廷中心落户济南\(图\)](#) 网易新闻

4天前

[中美民间外交开启互动模式 马斯克廷文化...](#) 网易财经

4天前

[马斯克廷文化中心落户泉城 致敬中美民间...](#) 网易新闻

4天前

美国马斯克廷文化中心在济南落成-新华时政-新华网

3天前 - 当日,旨在增强中美民间文化交流的美国之窗暨马斯克廷文化中心在山东济南落成开幕,这也是美国艾奥瓦州马斯克廷市在中国设立的首个城市文化中心。

[news.xinhuanet.com/shu...](#) - 百度快照 - 82%好评

中美民间外交开启互动模式 马斯克廷文化中心落户济南一文... 人民网



4天前 - 中国观众欣赏反映马斯克廷市20世纪初期风貌的照片。曾浩摄马斯克廷文化中心开幕式仪式现场。曾浩摄霍普金斯在开幕式上发言。曾浩摄 中新网济南7月17...

[culture.people.com.cn/...](#) - 百度快照

美国之窗暨马斯克廷文化中心在济南落成开幕 网易财经

4天前 - 新华网济南7月17日电(记者刘宝森)美国之窗暨马斯克廷文化中心17日在孔子故里山东济南市落成开幕,这也是美国爱荷华州马斯克廷市在中国设立的首个城市...

[money.163.com/15/0717/...](#) - 百度快照 - 79%好评

美国马斯克廷文化中心在济南落成 鲁商风采 大美山东 新视听网站

1天前 - 17日,旨在增强中美民间文化交流的美国之窗暨马斯克廷文化中心在山东济南落成开幕,这也是美国艾奥瓦州马斯克廷市在中国设立的首个城市文化中心。这个中...

[www.jnnc.com/shandong/...](#) - 百度快照 - 评价

马斯克廷文化中心落户泉城-大众日报数字报

Lots media reported this event, some of them will keep the series of reports, roughly say, more than 63 million people know “the Muscatine Center is opened”.

We will try to find a good way to make more connection between Muscatine Journal with the local media. We do not know how, but will try.



CHINA WINDOWS GROUP



谢谢

中国之窗文化产业集团
CHINA WINDOW GROUP



NOW, WE OPENED, COME ON TO JOIN US!

MISSISSIPPI DRIVE RECONSTRUCTION - RAILROAD IMPACT					
July 15, 2015					
Opinion of Probable Construction Costs					
C:\Users\mattfe\Desktop\[Muscatine RR.xls]OpinProbCost					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS					
1	TRAFFIC CONTROL	LS	1	\$50,000.00	\$50,000.00
2	RAILROAD PROTECTIVE LIABILITY INSURANCE PROVISIONS	LS	1	\$7,500.00	\$7,500.00
3	MOBILIZATION	LS	1	\$425,000.00	\$425,000.00
DIVISION 2 - EARTHWORK					
4	CLEARING AND GRUBBING	LS	1	\$15,000.00	\$15,000.00
5	TOPSOIL, ON-SITE	CY	6,000	\$15.00	\$90,000.00
6	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	15,000	\$15.00	\$225,000.00
7	SUBGRADE PREPARATION	SY	37,000	\$3.00	\$111,000.00
8	SUBBASE, ____ (TYPE)	SY	37,000	\$10.00	\$370,000.00
9	REMOVAL OF STRUCTURE, ____ (TYPE)	EA	49	\$500.00	\$24,500.00
10	COMPACTION TESTING	LS	1	\$4,000.00	\$4,000.00
DIVISION 5 - WATERMAINS AND APPURTENANCES					
11	VALVE BOX EXTENSION	EA	25	\$500.00	\$12,500.00
12	FIRE HYDRANT ADJUSTMENT	EA	10	\$1,000.00	\$10,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS					
13	MANHOLE TYPE ____, ____ (SIZE)	EA	25	\$5,000.00	\$125,000.00
14	INTAKE TYPE ____, ____ (SIZE)	EA	24	\$4,000.00	\$96,000.00
DIVISION 7 - STREETS AND RELATED WORK					
15	PAVEMENT, PCC, ____ (THICKNESS)	SY	29,000	\$65.00	\$1,885,000.00
16	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$4,000.00	\$4,000.00
17	REMOVAL OF SIDEWALK	SY	5,000	\$9.00	\$45,000.00
18	REMOVAL OF DRIVEWAY	SY	200	\$10.00	\$2,000.00
19	SIDEWALK, PCC, ____ (THICKNESS)	SY	5,000	\$50.00	\$250,000.00
20	DETECTABLE WARNING	SY	100	\$240.00	\$24,000.00
21	DRIVEWAY, PAVED, ____ (TYPE), ____ (THICKNESS)	SY	200	\$55.00	\$11,000.00
22	SIDEWALK ASSURANCE TESTING	LS	1	\$2,500.00	\$2,500.00
23	DRIVEWAY ASSURANCE TESTING	LS	1	\$2,500.00	\$2,500.00
24	PAVEMENT REMOVAL	SY	29,000	\$9.00	\$261,000.00
25	STREET SIGNAGE	LS	1	\$40,000.00	\$40,000.00
26	PAINTED PAVEMENT MARKINGS	STA	150	\$250.00	\$37,500.00
DIVISION 8 - TRAFFIC SIGNALS					
26	TRAFFIC SIGNAL	LS	1	\$550,000.00	\$550,000.00
27	STREET LIGHT/POWER POLE ADJUSTMENTS	EA	30	\$2,000.00	\$60,000.00
28	DECORATIVE STREET LIGHT ADJUSTMENT	EA	14	\$2,000.00	\$28,000.00
29	PARKING METER REMOVE AND REPLACE	EA	15	\$500.00	\$7,500.00
DIVISION 9 - SITE WORK AND LANDSCAPING					
30	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCH	AC	5	\$3,000.00	\$15,000.00
31	SWPPP PREPARATION	LS	1	\$2,000.00	\$2,000.00
32	SWPPP MANAGEMENT	LS	1	\$2,000.00	\$2,000.00
33	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	EA	35	\$200.00	\$7,000.00
34	FILTER SOCKS, ____ (SIZE)	LF	3,500	\$2.50	\$8,750.00
35	FILTER SOCKS, REMOVAL	LF	3,500	\$1.00	\$3,500.00
36	SILT FENCE OR SILT FENCE DITCH CHECK	LF	10,000	\$2.50	\$25,000.00
37	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	10,000	\$0.25	\$2,500.00
38	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICES	LF	10,000	\$0.50	\$5,000.00
39	INLET PROTECTION DEVICE, ____ (TYPE)	EA	24	\$500.00	\$12,000.00
40	INLET PROTECTION DEVICE, MAINTENANCE	EA	24	\$100.00	\$2,400.00
41	CHAIN LINK FENCE, ____ (TYPE), ____ (SIZE)	LF	850	\$20.00	\$17,000.00
42	REMOVAL AND REINSTALLATION OF EXISTING DECORATIVE FENCE	LF	1,200	\$175.00	\$210,000.00
43	INSTALL TREES	EA	18	\$550.00	\$9,900.00
OPINION OF PROBABLE CONSTRUCTION COST:					\$5,097,550.00
CONTINGENCY (15%)					\$764,632.50
ESTIMATED CONSTRUCTION COST OPINION					\$5,862,182.50



Meeting Notes

RE: **Musser Public Library Master Plan Study
Work Session #4 - Steering Committee Meeting**

Location: Musser Public Library
304 Iowa Avenue
Muscatine, IA 52761

Date: July 15, 2015

Discussion:

I. Conceptual Plans

A. Library Building Program

1. Presented a brief overview of the Library Building Program with charts showing a breakdown of approximately 25,000 SF of existing library space along with the proposed building program of 43,303 SF as prepared by George Lawson.
2. The proposed building program was accepted by the Library Board at the last Library Board meeting as the targeted area for the proposed library facilities being developed by the Design Team.

B. Existing Library Renovation / Addition

1. Existing Library Expansion

- Missman Inc. verified with the City planning department that the existing Musser Library could be expanded to the property line limits without any setback requirements.
- If the building was expanded to include the green space on the east and south sides of the existing library there could be a potential gain of approximately 5,916 SF with a total of 30,232 SF of space.
- The existing floor area space along with the area increases from the addition were updated on Auto-Cad scaled drawings after the presentation and are reflected below:

Existing Floor Area:

Existing Main Floor:	13,748 SF
Existing Upper Floor:	<u>10,568 SF</u>
Total Main Floor:	24,316 SF

Existing Library Area with Addition:

Main Floor Area:

Existing Main Floor:	13,748 SF
Addition Main Floor:	<u>3,176 SF</u>
Total Main Floor:	16,924 SF

ILLINOIS

124 Arts Alley
Rock Island, Illinois 61201
309.786.9910

IOWA

210 Emerson Place
Suite 222
Davenport, Iowa 52801
563.323.1234

Upper Floor Area:

Existing Upper Floor:	10,568 SF
Addition Upper Floor:	<u>2,740 SF</u>
Total Upper Floor:	13,308 SF

Total Floor Area:

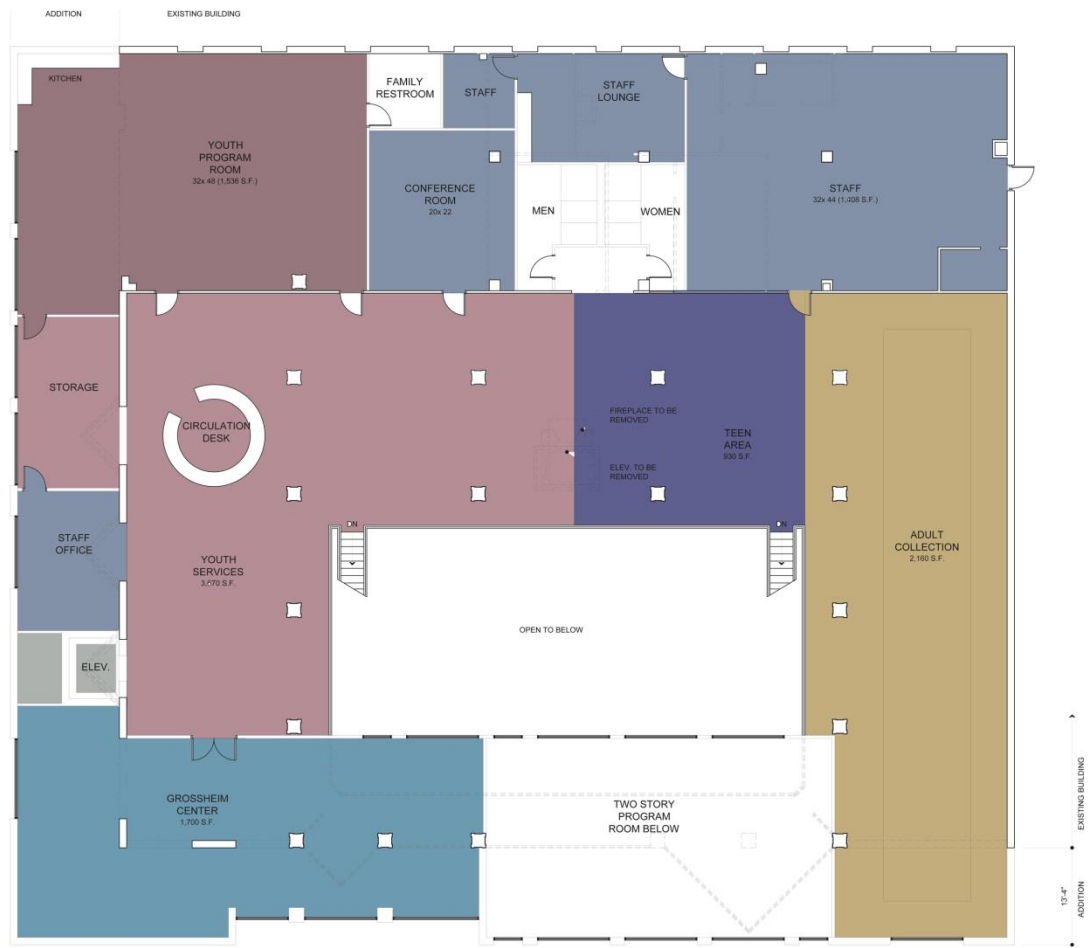
Existing Area:	24,316 SF
Total Addition:	<u>5,916 SF</u>
Total Area:	30,232 SF

- The challenge for the design team and Library Staff was to determine which of the building program could be accommodated with the 5,916 SF from the additions and which program areas would be lacking in the recommended program requirements.
2. Pros & Cons of Proposed Existing Library Expansion:
- The following list outlines the pros and cons of the redesign of the existing library space including targeted program requirements that were being met along with some of the program items that are lacking given the limited space:
 - A Program Room was created on the main floor at the entryway with separate restrooms and pre-assembly lobby space to enable programming to occur after library hours.
 - This program room will seat approximately 75 – 100 occupants and is approximately 1,000 SF smaller than the size of the program room space outlined in the building program.
 - The Youth Services area was relocated to the upper floor to provide for more area and to provide a dedicated program room next to the children's area.
 - Teen Services will be located adjacent to the Children's Area.
 - The Reference Desk for the Youth Services will provide staff presence on the upper floor giving staff presence
 - The Grossheim Collection will have display area located in the addition on the upper level next to the elevator.
 - Given the reduction in program space there will not be environmentally controlled archival storage of the glass plate negatives next to the display area. The glass negatives will remain in the lower level storage room.
 - There will not be enough space for the City Storage function to be included.
 - Information and Collaborative Commons (1,700 Sf) is located on the main floor and has approximately 2/3 of the required space of 2,391 SF.
 - Four Two- person study rooms and two Six-Person collaborative rooms have been provided.
 - The Technology Media Lab is not included in the allowable area.
 - The Community Learning Lab is ½ the required space.
 - The Fiction and Non-Fiction Collection has been cut in half to make room for the Youth Services on the Upper Level.
 - The Adult Collection is split between the two floors with part relocated in the lower level where the children's department has been and the rest is on the north wing of the upper floor level.
 - Pam Collins indicated that in the recent years the circulation of the Adult Collection has been down. There was concern that the lower ceiling heights on the main level may deter from the adult collection.
 - The popular materials circulation on the other hand located in "The Mix" remains strong.



GROUND FLOOR PLAN
 SCALE $\frac{1}{8}" = 1'-0"$

- Staff Workroom and Offices space has been expanded with more workstations strategically located and hopefully eliminating the need to house staff in the basement area.
 - Staff work stations are located behind the circulation desk with exterior daylight in the staff work area.
 - In the Youth Services area the staff offices are located behind the reference desk and adjacent to the storage and program room.
 - The staff office area has been enlarged on the upper floor by absorbing the Library Director's office.
 - Restrooms are provided on the upper floor
- Restrooms have been expanded on both floors with room to provide for ADA compliant restrooms.
- Parking and service access is still nonexistent and a major concern for the existing Library site.

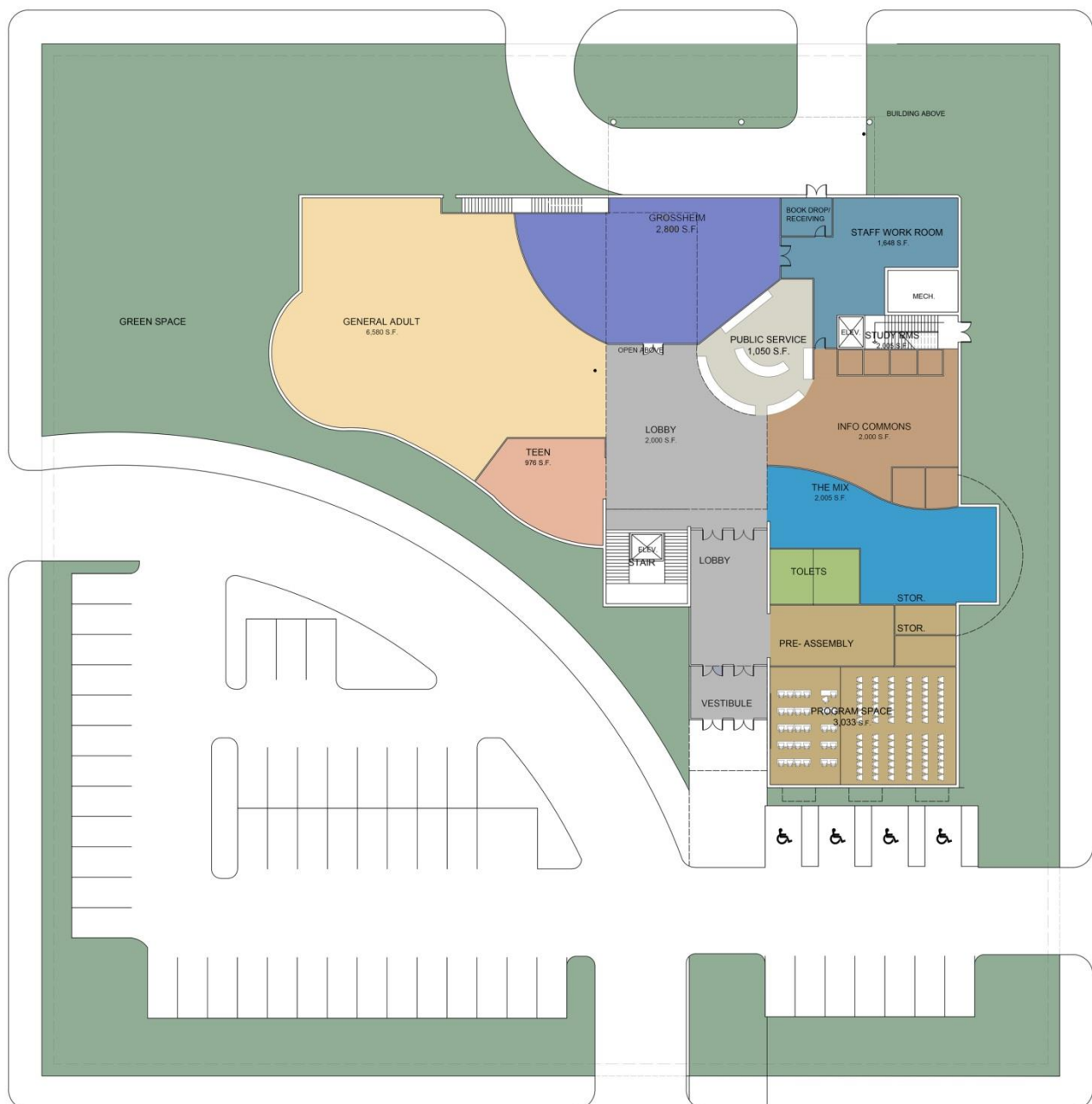


UPPER FLOOR PLAN
 SCALE $\frac{1}{8}" = 1' - 0"$

C. "Full City Block" Option

1. Overview of Building Program Accommodations

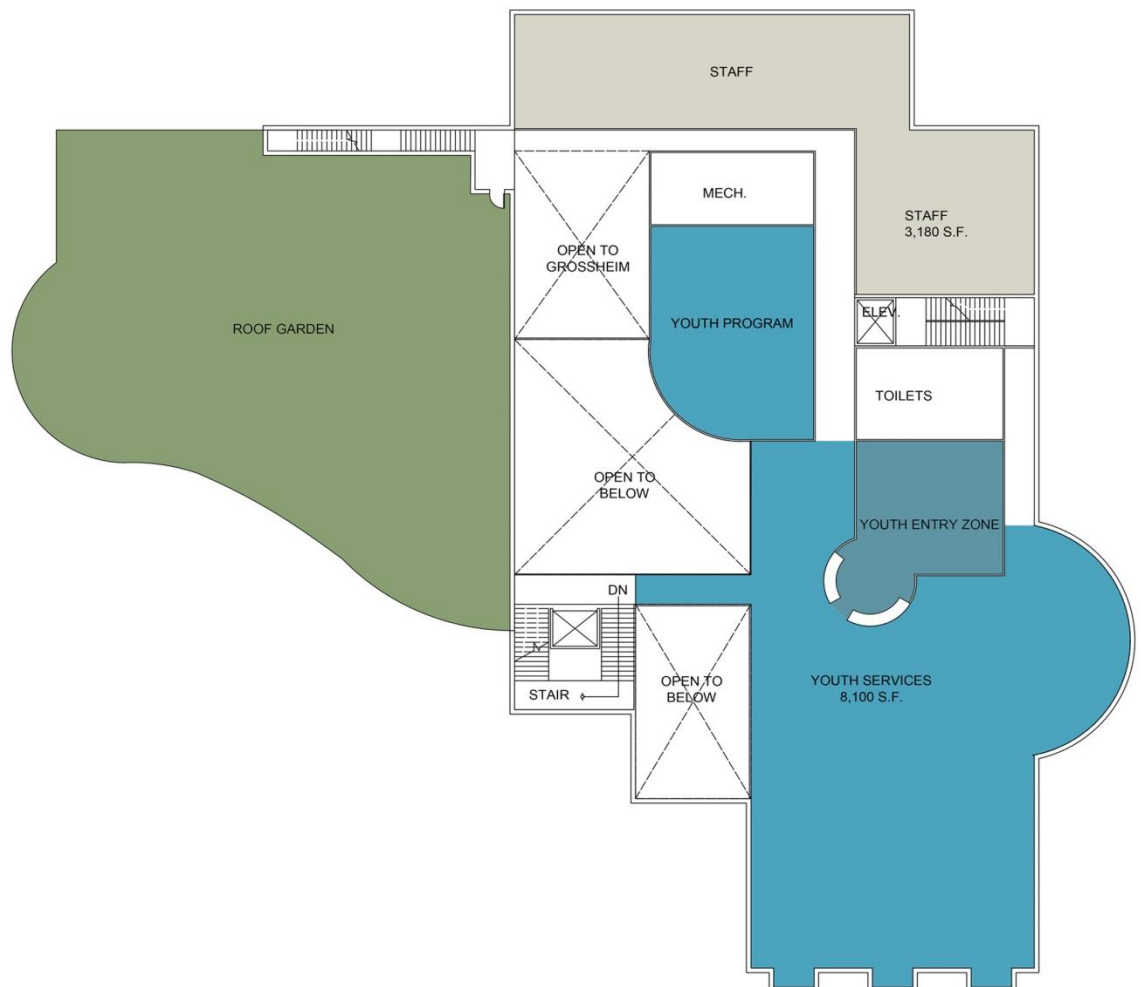
- The City Manager had given the Library Design Team two potential sites to consider for a new Library that would meet the building program requirements of 43,000 SF with on-site parking. One option was a typical full city block with approximately 2.25 acres of land available for the project.
- One of the design guidelines was to hold to two circulation desks and not increase staffing requirements for the project. This was achieved by locating a central circulation desk in the center of the main floor with one additional service desk at the youth services on the upper level.
- The staffing work area is directly behind the circulation desk to accommodate the library patrons and still have access to their work stations in the staff area.
- The Grossheim Research and Interpretive Center is located directly at the end of a two story lobby space with a service entry drive on the north end of the site.



- The “Teen” Space is located in their own area with good visibility from the circulation desk and close to the main entry vestibule.
- The Program Rooms would be accessible at times outside of the Library Hours with restrooms and lobby space to facilitate the event.
- Parking for approximately 65 spaces is easily accommodated on the site with a separate service drive and book drop-off.

2. Staff Work Session

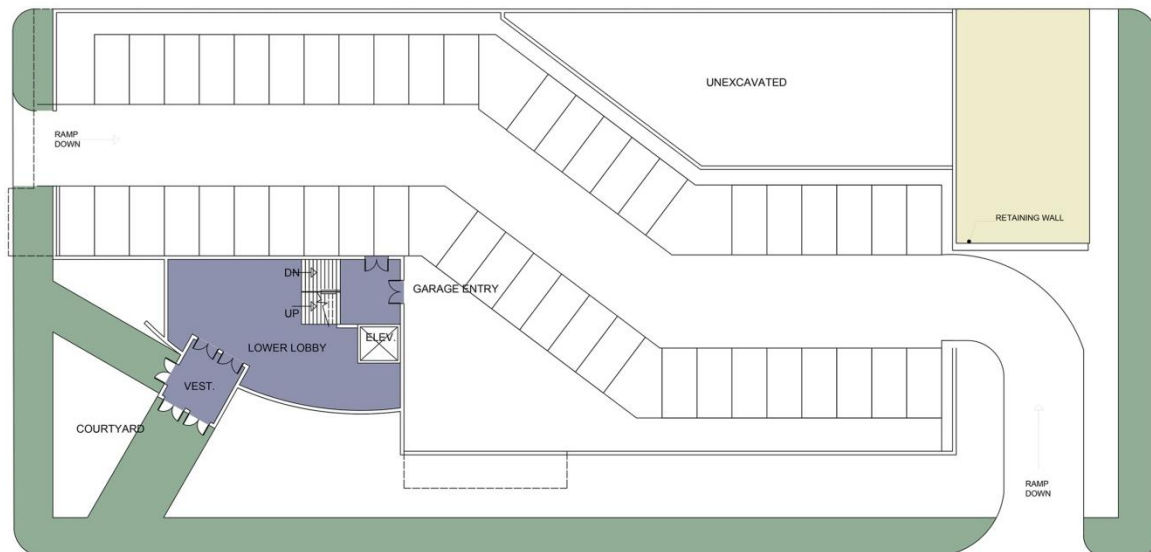
- The Design Team met with the staff in the afternoon after the Steering Committee meeting and reviewed the department priorities for the overall design of the space.
- Youth Services Program Vision:
 - Create a strong visual experience for the child throughout the space that could be reflected on among the families or children. The kids come for an experience that they look forward to when they visit the library.
 - The bridge element from the central stair could be an exciting entrance into the children’s zone.
 - Brainstormed over “Themes” for the space with ideas like a “Space Galaxy” theme with constellations being projected on the high ceiling.
 - Create a separate young children area in the curved area on the east wall.
 - Have a hands-on Tinker Station located in the Youth Services area.



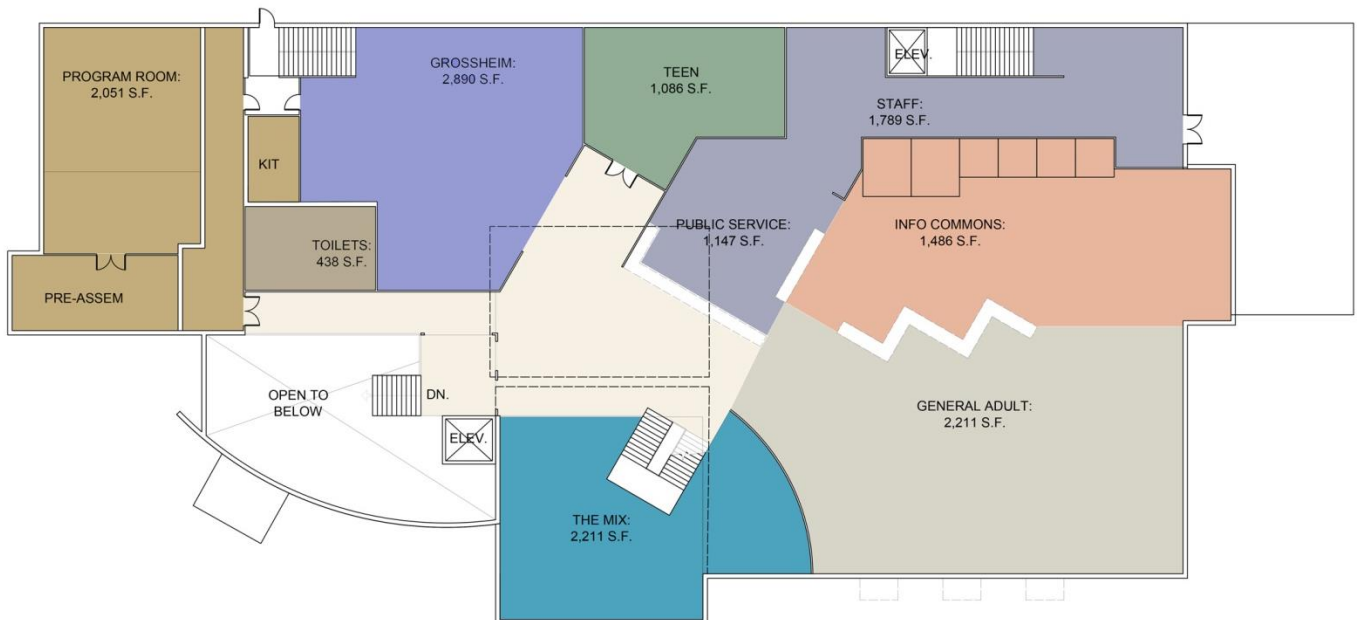
D. "Riverfront" Option

1. "Riverfront" Option

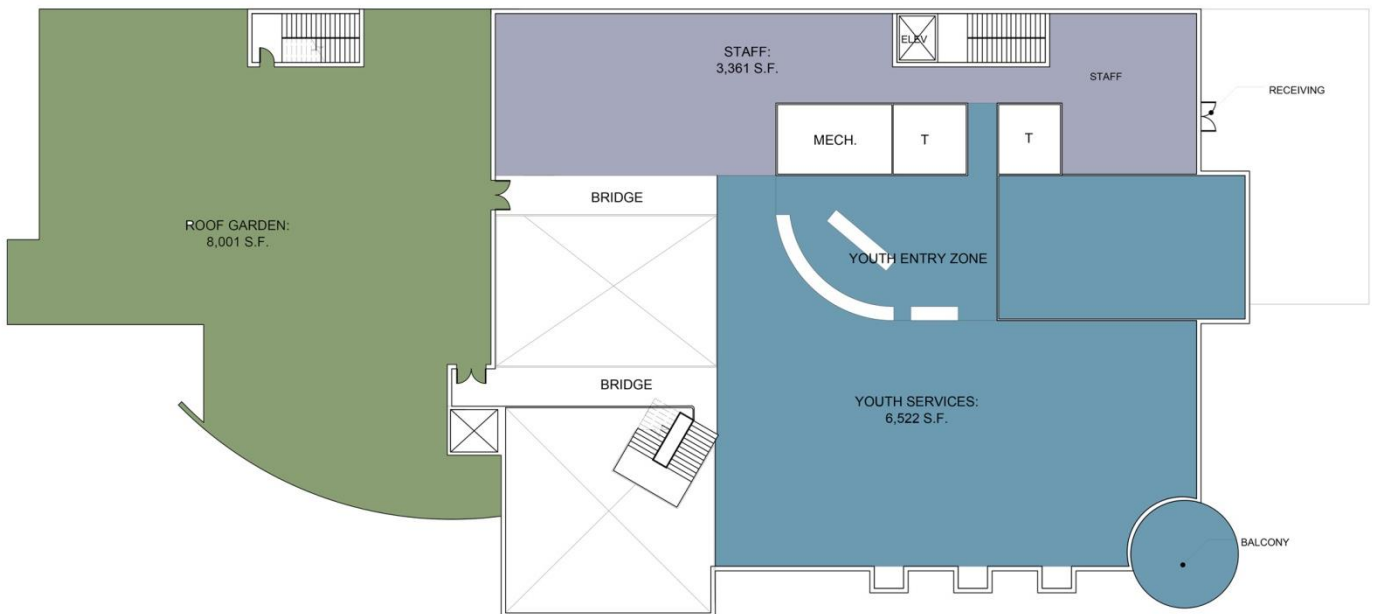
- The City Manager had given the Library Design Team two potential sites. The other option was a City Owned parking lot on Mississippi Drive that could potentially provide a more condensed alternative plan.
- Since this site is in the flood plain from the adjacent river the first level of the library is raised up on columns with covered parking for 45 spaces provided on the ground level.
- Randy Hill had forwarded on to the Design Team the elevations for the proposed Mississippi Drive renovations with the roadway being raised four feet on the front of the lot. This enabled the entry stair into the building to be reduced to a split level stair with half of the distance from the lobby up to the main level. Another stair would go down ½ a level to the parking under the building.
- A glass enclosed lobby with a staircase and elevator would facilitate bringing the Library Patrons up to the first floor and main circulation desk.
- The upper floor would also have the youth services circulation desk located with access to the roof garden across from the lobby space.
- The staff entry and service entry into the building would be on the north alleyway with a stair and elevator to facilitate the logistics of book circulation.
- The option of using an "Ecospace" elevator made by Kone Elevator without the hydraulic elevator shafts could be utilized in this scheme to prevent damage during flood periods.
- In general the Steering Committee members were open and impressed with how well this site worked for the Library Building Program.
- The City was very supportive on how this project could help revitalize the Cityscape along the riverfront and tie into the other development activities going on along Mississippi Drive.



Lower Parking Level



Main Floor Plan



Upper Floor Plan

E. Opinion Of Costs

1. Jeff Hill of Estes Construction reviewed the preliminary opinion of costs for the three options.
 - All of these options will include the building costs along with the "Soft Costs" of the building contingency, CM fees, AE professional design costs, Finishing and Furniture costs along with all of the permitting fees.



Musser Public Library - Muscatine, Iowa

July 15, 2015

Comparison of Options:

Options	Total Square Footage	Remodeling	New Construction	Total Opinion of Probable Costs
Existing Library	31,556	\$ 6,471,000	\$ 3,397,000	\$ 9,868,000
Full Block	39,456		\$ 15,946,000	\$ 15,946,000
Riverfront	40,994		\$ 16,608,000	\$ 16,608,000

II. Next Steps

A. Schedule

1. GDA reviewed the upcoming schedule for the next Work Session #5 and **Steering Committee meeting** being scheduled for **August 19th**.
2. During the next few weeks GDA and the design team will further develop the three option plans and renderings.
3. A site matrix will be developed that will compare the pros and cons of each site to enable the steering committee to objectively evaluate each option.

GERE/DISMER ARCHITECTS, LLC

A handwritten signature in black ink, appearing to read "R. Winters".

Robert A. Winters, AIA, NCARB
 Project Manager

Steering Committee:

Pam Collins	Library Director	563.263.3065	pcollins@muscatineiowa.gov
Bobby Fiedler	Assistant Director	563.263.3065	rfiedler@muscatineiowa.gov
Gregg Mandsager	City Administrator	563.264.1550	gmandsager@muscatineiowa.gov
Randy Hill	Public Works Director	563.263.8933	rhill@muscatineiowa.gov
Jane Daufeldt	Musser Library Board	563.260.3154	jldaufeldt@machlink.com
John Kuhl	Kent Corporation	563.264.4723	john.kuhl@kentww.com
Dr. Jerry Riibe	Superintendent Muscatine Community School District	563.263.7223	jerry.riibe@mcsdonline.org
Greg Harris	VP Bridgestone	563.262.5341	harrisgreg@bfusa.com
Bob Howard	Central State Bank CEO	563.263.3131	bob.howard@centralstate.com
Ann Meeker	Muscatine Developer	563.299.0917	ameeker@machlink.com
Sarah Lande	Retired Attorney	563.263.4155	slande@machlink.com
Jodi Hansen	Blue Zones Project Lead	563.263.8895	jhansen@muscatine.com
Nicole Willits	President FMPL	979.575.8322	nicolewillits@gmail.com
Greg Jenkins	Muscatine Chamber of Commerce CEO	563.263.8895	gjenkins@muscatine.com
Travis Sheets	Senior Council HNI	563.272.7375	sheetst@hnicorp.com
Mary Wildermuth	Director of Muscatine History & Industry Center	563.263.1052	mwilder@machlink.com
Joni Axel	Retired Blue Zone Director		juaxel@machlink.com
Scott Warren	Stanley Group	563.264.6600	warrenscott@stanleygroup.com
Albert Lin	Monsanto Co.	563.263.0093	albert.c.lin@monsanto.com
Tom Spread	Community National Bank City Council	563.263.1057	tspread@muscatineiowa.gov
Matt Schweizer	HyVee Manager	563.263.6461	7060director@hy-vee.com
Diana Gradert	MTC Communications	563.732-3000	diana@WTCcommunications.com

Copy: Musser Library Board & Attendees
--

Pam Collins	Library Director	563.263.3065	pcollins@muscatineiowa.gov
Bobby Fiedler	Assistant Director	563.263.3065	rfiedler@muscatineiowa.gov
Greg Benefiel	Circulation Manager	563.263.3065	gbenefiel@muscatineiowa.gov
Betty Collins	Children's Library Director	563.263.3065	bcollins@muscatineiowa.gov
Jane Daufeldt	Musser Library Board	563.260.3154	jldaufeldt@machlink.com
Bret Olson	YMCA Director	563.263.9996	bolson@muscatiney.org
Travis Sheets	Senior Council HNI	563.272.7375	sheetst@hnicorp.com
Jon Moravec	Central State Bank		jon.moravec@centralstate.com
Peg Gordon	Board Member	563.349.0224	pgordon@machlink.com
Krista Regennitter	Board Member		kregennitter@muscatiney.org
Nancy Dew	Board Member		
Jim Compton	Board Member		
Nicole Willits	President FMPL	979.575.8322	nicolewillits@gmail.com

Matt Snyder	KJWW Consultants	309.793.3404	snydermd@kjww.com
Brent Husser	KJWW Consultants	309.793.3391	husserbm@kjww.com
Lauren Stottler	Paragon Interiors	309.236.1838	laurens@paragoninteriors.com
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