Monday, January 26, 2026
Agenda for the Regular Meeting of the City Council of the City of Manchester

The City Council meeting will start at 5:00 PM
Location: 204 East Main Street

1. **Opening**
   - 1.1. Call to Order
   - 1.2. Pledge of Allegiance
   - 1.3. Roll Call
   - 1.4. Approval of the Agenda
2. **Public Input**
   Public Input: Please state your name and address for the record before proceeding with your comments. Individual remarks are limited to 5 minutes, with the overall Public Input period limited to 30 minutes. Under Iowa Open Meetings Law, the City Council can take no formal action on comments given during the Public Input period which do not relate to Action Items on the agenda.
3. **Consent Agenda**
   - 3.1. Approval of the minutes of the January 12, 2026 City Council Meeting & the January 19, 2026 Budget Work Session
   - 3.2. R-008-2026 Resolution Approving Bills
   - 3.3. Acknowledge Receipt of the following City Reports & Minutes: minutes of the January 15, 2026 Planning & Zoning Commission meeting; minutes of the January 19, 2026 Parks & Recreation Commission meeting; minutes of the January 22, 2026 Airport Committee meeting
   - 3.4. Approval of the following Liquor License Applications: Renewal Application for Off Premise Class B Retail Alcohol License for Dollar General #4812; New Application for 5 Day On Premise Class C Retail Alcohol License for St. Mary's Church for their gala event on March 7, 2026
   - 3.5. R-009-2026 Resolution Amending Salary Resolution
   - 3.6. Approve payment of the following Downtown Incentive Grants: Acquisition Assistance Grant in the amount of $2,939.00 to RAMM Properties LLC for the property at 116 South Franklin Street; Design Assistance Grant in the amount of $952.00 to RAMM Properties LLC for the property at 116 South Franklin Street
   - 3.7. Acknowledge receipt of unpaid nuisance mowing fees and approve the certification to the Delaware County Treasurer for collection on property taxes
   - 3.8. Approval of Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation for a term of 5 years (July 1, 2026 - June 30, 2031)
   - 3.9. R-010-2026 Resolution Approving Airport Hangar Lease with Taylor Thul

3.10. Approval of Committee Appointments

4. Items Removed from the Consent Agenda

5. Public Hearings

6. Regular Agenda Items

6.1. Discussion and potential action on the sale of certain Fire Department vehicles

6.2. Consider Approval of Resolution R-011-2026 Resolution Approving Permanent Sidewalk & Utility Easements for the Anderson Street Reconstruction Project

6.3. Consider Approval of Resolution R-012-2026 Resolution setting the date for a Public Hearing on a proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder

7. Engineer Updates

8. Reports

8.1. City Attorney

8.2. City Manager

8.3. City Clerk

8.4. Police Chief

8.5. City Council Members

8.6. Mayor

9. Information/Upcoming Meetings

10. Adjourn

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https://www.youtube.com/@cityofmanchesteriowa9648

Mayor Behnken called the meeting to order at 5:00pm. The meeting began with the Pledge of Allegiance.

ROLL CALL
Council Members Present: Mary Ann Poynor, Bill Scherbring, Diane Hammell, Bryan Gray. Absent: Joe Dittrick.

APPROVAL OF THE AGENDA
City Clerk Learn informed the Council that Consent Agenda Item 3.5 had an error and that the appointment of Doug Hawker to the Forestry Improvement Committee should be removed. Motion by Poynor, seconded by Hammell to approve the agenda as amended as outlined above. On call of roll: Ayes: Poynor, Hammell, Gray, Scherbring. Nays: None. Motion carried.

PUBLIC INPUT
None.

CONSENT AGENDA
3.1 Approval of the minutes of the December 8, 2025 City Council Meeting
3.2 R-001-2026 Resolution Approving Bills
3.3 Acknowledge Receipt of City Reports & Minutes: minutes of the December 11, 2025 Library Board meeting; minutes of the December 11, 2025 Planning & Zoning Commission meeting; minutes of the December 15, 2025 Parks & Recreation Commission meeting
3.4 Approval of the designation of The Manchester Press as the official newspaper and KMCH-FM as the official radio station for the City of Manchester for 2026
3.5 Approval of the following appointments: Eric Bailey to the Forestry Improvement Committee; ~~Doug Hawker to the Forestry Improvement Committee~~; Ryan Hauser to the Planning & Zoning Commission; Autumn Domeyer to the Planning & Zoning Commission
3.6 R-002-2026 Resolution Amending Salary Resolution
3.7 R-003-2026 Resolution Approving Preliminary Plat for Oakview Estates Phase 2
3.8 Approve payment of claim totaling $8,215.00 to Kirkham Michael for engineering services for the Marion Street Bridge Rehabilitation Project
3.9 Downtown Incentive Grant Applications: Facade Grant (front facade) in an amount not to exceed $7,500.00; Facade Grant (rear facade) in an amount not to exceed $7,500.00; Interior Grant in an amount not to exceed $7,500.00; Second Story Loan in the amount of $10,000.00
3.10 Approve payment of claims totaling $20,973.88 to Fehr Graham for engineering services
3.11 Approve payment of claim totaling $12,250.00 to Burrington Group for engineering services for the Grand Avenue Trail Extension Project
3.12 R-004-2026 Resolution Approving Officer Reimbursement Agreements
Mayor Behnken reviewed the items on the Consent Agenda with the City Council. Motion by Scherbring, seconded by Gray to approve the Consent Agenda. On call of roll: Ayes: Scherbring, Gray, Hammell, Poynor. Nays: None. Motion carried.

Bills approved for payment:

Vendor	Description	Amount
ABBE CENTER	REFUND OVERPAYMENT P3754	32.50
ACCESS SYSTEMS	COPIER MAINT AGREEMENT	915.58
ALL SECURE	FIRE ALARM MONITORING	360.00
ALLIANT ENERGY	ELECTRICITY	23,340.41

AMAZON BUSINESS	SUPPLIES, LIBRARY MATERIALS	4,441.52
AMERICAN TEST CENTER	FIRE TRUCK TESTING	610.00
ANDERSON WELDING	REPAIRS	468.68
ARBOR DAY FOUNDATION	ANNUAL MEMBERSHIP	15.00
ARMOR EQUIPMENT	SWEEPER PARTS	156.96
ARNOLD MOTOR SUPPLY	PARTS	1,696.54
AT&T	LIBRARY HOT SPOTS	50.15
AXON ENTERPRISE	POLICE EQUIPMENT	195.00
BARD MATERIALS	ROCK SUPPLIES	787.54
BASE	SELF INSURANCE/HRA ADMINISTRATION	918.00
BLACK HILLS ENERGY	NATURAL GAS	2,054.54
BOB STEPHEN MOTORS	SWITCH	95.47
BOOKLIST	ANNUAL SUBSCRIPTION	98.99
BSN SPORTS	VOLLEYBALLS	228.96
CHEESIN WHEY	RECEPTION	700.00
CHILDREN'S PLUS	LIBRARY MATERIALS	881.50
CITY LAUNDERING	MAINTENANCE, SUPPLIES	274.32
COMELEC SERVICES	SHOP INTERNET	306.00
CONNECTIONS EAP	EMPLOYEE ASSISTANCE PROGRAM	164.67
CORE & MAIN	WATER EQUIPMENT	397.66
CRITICAL HIRE	MMPI	200.00
CURTIS BLUE LINE	TACTICAL SUPPLIES	276.99
DAKOTA SUPPLY GROUP	PLOW BLADES	1,064.00
DEL CO ECONOMIC DEVELOPMENT	2ND HALF CONTRIBUTION	16,250.00
DEL CO SOLID WASTE COMMISSION	MONTHLY LANDFILL	1,049.60
DEMCO	LIBRARY SUPPLIES	62.86
DENNIS CONRAD	FIRE BUILDING MAINTENANCE	375.00
DJ REPAIR	VEHICLE REPAIRS	5,223.41
DORSEY & WHITNEY	LEGAL FEES	20,000.00
ELECTRIC PUMP	REPAIRS	1,388.75
EMERGENCY SERVICES MARKETING	FIRE DEPARTMENT	505.00
ERIN LEARN PETTY CASH	REIMB PETTY CASH	97.26
FAREWAY STORES	SUPPLIES	479.65
FASTENAL	SUPPLIES	130.26
FEHR GRAHAM	ENGINEERING	25,705.00
FISHER BROTHERS	SLIDE REPLACEMENT	3,190.00
GAZETTE COMMUNICATIONS	PUBLICATION EXPENSE	39.81
GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL MAINTENANCE	575.00
GORDON FLESCH	LIBRARY COPIER MAINENANCE	734.42
HAMMER TIME CONSTRUCTION	SIDEWALK REPAIR	1,882.55
HAUSERS WATER SYSTEMS	WATER SUPPLIES	6,064.00
HAWKINS	CHEMICALS	865.15
HEIMAN FIRE EQUIPMENT	FLARE KIT	269.08
HERITAGE PRINTING	SUPPLIES	106.85
IA LEIN	CONFERENCE	500.00
IA ONE CALL	LOCATES	58.60
INFRASTRUCTURE TECHNOLOGY	REPAIRS, CONTRACTS	470.00
INGRAM LIBRARY SERVICES	LIBRARY MATERIALS	121.16
IOWA LAW ENFORECMENT ACADEMY	CERTIFICATIONS	325.00
IOWA LIBRARY ASSOCIATION	ANNUAL MEMBERSHIP	255.00
IOWA STATE UNIVERSITY	RURAL HOUSING READINESS PROGRAM	10,000.00
J & R SUPPLY	WATER MAIN REPAIR	720.00

JASMINE WHITE	AIRPORT CLEANING	160.00
JFACT	DATA EXTRACTOR	600.00
JOHN DEERE FINANCIAL	SUPPLIES	2,055.08
JONATHAN PIERSCH	COURT APPEARANCE REIMB	50.00
KAMMILLER TREE SERVICE	TREE/STUMP REMOVALS	4,750.00
KLUESNER SANITATION	GARBAGE/RECYCLING, GLASS RECYCLING	33,149.36
KMCH	RADIO ANNOUNCEMENTS	1,861.00
KWIK TRIP	VEHICLE FUEL	103.54
LANGE TECH	RADIO ALARM REPAIRS	525.00
LIBRARY IDEAS	LIBRARY MATERIALS	138.31
LYNCH DALLAS	LEGAL FEES	252.00
MAGGIE SOMMERS	WEBSITE MAINTENANCE	800.00
MAINSTAY SYSTEMS	IT SERVICES	6,705.00
MANCHESTER AREA CHAMBER	ANNUAL MEMBERSHIP	700.00
MANCHESTER CARQUEST	PARTS	210.87
MANCHESTER SIGNS	BENCH PLAQUE	12.00
MAQUOKETA VALLEY ELECTRIC	ELECTRICITY	152.36
MARK FINK	NUISANCE SNOW REMOVAL	100.00
MASTERPIECE CLEANING	JANITORIAL	3,600.00
MEDIACOM	PHONE/INTERNET	521.02
MEDICAL ASSOCIATES	DRUG/ALCOHOL TESTING	56.00
MICROBAC	LAB TESTING	339.00
MIDWEST PATCH/HI VIZ SAFETY	JACKETS, ASPHALT PATCH	1,717.50
MIDWEST TAPE/HOOPLA	LIBRARY MATERIALS	79.98
MORTON SALT	STREET SALT	19,668.23
NAPA AUTO PARTS	SUPPLIES	49.59
NEI3A	LIBRARY PROGRAM	90.00
OVERDRIVE	LIBRARY MATERIALS	1,406.69
PALMER HARDWARE	SUPPLIES	2,608.62
PETERS & LONGMUIR	LEGAL FEES	1,900.00
PHILIPPSON CONCRETE	SNOW HAULING	1,137.50
PITNEY BOWES	POSTAGE MACHINE	1,374.16
PRICE ELECTRIC	BUILDING MAINTENANCE	11,741.24
RADIO COMMUNICATIONS	RADIO REPAIRS	1,303.06
REGIONAL MEDICAL CENTER	MEDICAL SUPPLIES	124.78
REXCO	BOBCAT PARTS	473.74
RIVER CITY STONE	SAND	201.69
RUNDE AUTO GROUP	VEHICLE MAINTENANCE	3,530.36
SARAH TAYLOR MARKETING	SOCIAL MEDIA	759.00
SCHERRMAN'S IMPLEMENT	VEHICLE PARTS	81.60
SNYDER & ASSOCIATES	COMPREHENSIVE PLAN	6,450.00
STATE CHEMICAL SOLUTIONS	LIFT STATION MAINT	693.60
STENDER LAWN CARE	LIBRARY MOWING	50.00
STERICYCLE/SHRED IT	SHREDDING	69.76
STEVE DAY	W9 FEE	120.00
STOREY KENWORTHY	SUPPLIES	199.40
SUNSHINE BOY WINDOW CLEANING	BUILDING MAINTENANCE	100.00
T MOBILE	POLICE MOBILE DATA	409.08
THREE RIVERS FS	VEHICLE FUEL	7,269.51
TRUCK COUNTRY	VEHICLE REPAIRS	258.15
TRUE NORTH COMPANIES	FIRE DEPARTMENT INSURANCE	425.60
TYLER TECHNOLOGIES	ANNUAL ACCOUNTING SOFTWARE	45,996.00

UNITY POINT CLINIC	DRUG/ALCOHOL TESTING	84.00
US CELLULAR	PHONE/INTERNET	44.78
USA BLUE BOOK	LAB SUPPLIES	2,043.63
USPS	POSTAGE	1,232.49
WALMART	SUPPLIES	398.51
WERTJES UNIFORMS	UNIFORMS	87.10
WIN LLC	PHONE/INTERNET	336.70
WINDSTREAM	PHONE/INTERNET	1,135.12
WOODWARD COMMUNICATIONS	PUBLICATION EXPENSE	3,235.04
	TOTAL	313,901.14
	Fund Summary	
	001 - GENERAL	139,574.07
	003 - HOTEL/MOTEL TAX	1,679.00
	047 - HOLIDAY DECORATIONS	241.59
	110 - ROAD USE TAX	43,046.10
	112 - EMPLOYEE BENEFITS	1,082.67
	161 - ACQUISITION/DEMOLITION	10,000.00
	168 - PARK GIFT & TRUST	175.00
	171 - LIBRARY GIFT & TRUST	2,943.68
	180 - POLICE CANINE	55.98
	200 - DEBT SERVICE	20,000.00
	324 - STREET PROJECTS	17,507.00
	600 - WATER	32,744.70
	602 - WATER CAPITAL IMPROVEMENTS	19,437.85
	610 - SEWER	25,413.50
	Grand Total	313,901.14

PUBLIC HEARING ON RESOLUTION OF NECESSITY FOR THE ANDERSON STREET PROJECT
Mayor Behnken opened the Public Hearing at 5:07pm.

Comments and questions were received from the following regarding the street project and the proposed assessments: Crystal McMullen, 833 East Butler Street; Cindy Lyness, 837 East Union Street; Joann Wilson, 316 Anderson Street; Joyce Edmonds, 409 Anderson Street; and Joyce Domeyer, 304 Anderson Street.

There being no further comments to be heard and no written comments on file, Mayor Behnken closed the Public Hearing at 5:25pm.

Motion by Scherbring, seconded by Hammell to adopt R-005-2026 Resolution of Necessity. On call of roll: Ayes: Scherbring, Hammell, Gray, Poynor. Nays: None. Motion carried.

Motion by Gray, seconded by Poynor to adopt R-006-2026 Resolution Ratifying the Preparation of Detailed Plans, Specifications, Notice of Hearing, Notice to Bidders and Form of Contract. On call of roll: Ayes: Gray, Poynor, Scherbring, Hammell. Nays: None. Motion carried.

REVIEW OF BAUM PARK SHELTER PLANS
Parks & Recreation Director Doug Foley reviewed the revised plans for the Baum Park Shelter construction with the City Council, noting that with the revisions they are hoping to receive more bids on the project. Following discussion, motion by Poynor, seconded by Hammell to approve the revised plans and sending the plans to contractors for bid. On call of roll: Ayes: Poynor, Hammell, Gray, Scherbring. Nays: None. Motion carried.

Mayor Behnken swore in new Police Officer Ryan Larsen.

CONTROLLED BURN REQUEST – WAYNE MIRANDA, 245 PARK DRIVE

Wayne Miranda, 245 Park Drive, addressed the City Council requesting permission to burn a brush pile at his property, noting the pile was 1,000 feet from other residences and the hospital. The Council discussed the request with Mr. Miranda and Fire Chief Randy Rattenborg. Motion by Gray, seconded by Hammell to table the request until Mr. Miranda and Fire Chief Randy Rattenborg have an opportunity to meet with hospital representatives. On call of roll: Ayes: Gray, Hammell, Poynor, Scherbring. Nays: None. Motion carried.

CONTRACT FOR SERVICES WITH EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION

Motion by Scherbring, seconded by Poynor to adopt R-007-2026 Resolution Approving Contract for Services with East Central Intergovernmental Association. On call of roll: Ayes: Scherbring, Poynor, Hammell, Gray. Nays: None. Motion carried.

CITY SIDEWALK SNOW REMOVAL & NUISANCE SIDEWALK SNOW REMOVAL

Motion by Scherbring, seconded by Gray to award the following contracts to Mark Fink: City Sidewalk Snow Removal with a bid of $395.00 per time and Nuisance Sidewalk Snow Removal with a bid of $50.00 per sidewalk. On call of roll: Ayes: Scherbring, Gray, Hammell, Poynor. Nays: None. Motion carried.

BOND ISSUE - ANDERSON STREET RECONSTRUCTION PROJECT, PHASES 1 & 2

City Clerk Erin Learn discussed the proposed bond issue with the Council and the timeline for the borrowing.

NUISANCE PROPERTY UPDATES

City Attorney Doug Herman, Lynch Dallas informed the City Council his office was getting up to speed on outstanding nuisance properties. The City Council reviewed the written report from Building Inspector Tim Heims.

FY 2027 BUDGET SCHEDULE

City Clerk Erin Learn reviewed the schedule for the budget with the City Council.

ENGINEER UPDATES

Sam Ertl, Fehr Graham, and Jason Wenger, Burrington Group, updated the City Council on construction projects in the city.

REPORTS

City Attorney, City Staff, and City Council reports were given.

Motion by Gray, seconded by Hammell that the meeting adjourn at 6:21pm. Motion carried, all ayes.

_____

Connie Behnken, Mayor

Attest:

_____

Erin Learn, City Clerk

Minutes of the Budget Work Session of the City Council of the City of Manchester, Iowa
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https://www.youtube.com/@cityofmanchesteriowa9648

Mayor Behnken called the budget work session to order at 5:00pm.

Roll call of members present: Bill Scherbring, Joe Dittrick, Mary Ann Poynor, Bryan Gray, Diane Hammell. Absent: None.

FISCAL YEAR 2027 BUDGET WORK SESSION
City Clerk Erin Learn reviewed property tax information with the City Council. Discussion was held on the levy rate, forecasted property taxes, and budget items.

Motion by Scherbring, seconded by Dittrick that the budget work session adjourn at 5:41pm. Motion carried, all ayes.

_____
Connie Behnken, Mayor

Attest:

_____
Erin Learn, City Clerk

R-008-2026
RESOLUTION APPROVING PAYMENT OF BILLS

BE IT RESOLVED by the City Council of the City of Manchester, Iowa, that the list of claims, attached hereto, be approved and payment authorized.

PASSED AND APPROVED this 26th day of January, 2026.

_____
Connie Behnken, Mayor

_____
Erin Learn, City Clerk

Vendor Name	Description (Payable)	Account Name	Amount
Vendor: 00037 - ALLIANT ENERGY			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	276.52
		Department 110 - POLICE Total:	**276.52**
Department: 130 - EMERGENCY MANAGEMENT			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	20.00
		Department 130 - EMERGENCY MANAGEMENT Total:	**20.00**
Department: 150 - FIRE			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	98.98
		Department 150 - FIRE Total:	**98.98**
Department: 230 - STREET LIGHTING			
ALLIANT ENERGY	ELECTRICITY	STREET LIGHTING ELECTRICIT	7,816.15
		Department 230 - STREET LIGHTING Total:	**7,816.15**
Department: 280 - AIRPORT			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	347.42
		Department 280 - AIRPORT Total:	**347.42**
Department: 430 - PARKS & RECREATION			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	220.90
		Department 430 - PARKS & RECREATION Total:	**220.90**
Department: 620 - CITY ADMINISTRATION			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	378.49
		Department 620 - CITY ADMINISTRATION Total:	**378.49**
		Fund 001 - GENERAL Total:	**9,158.46**
Fund: 110 - ROAD USE TAX			
Department: 210 - STREETS			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	546.66
		Department 210 - STREETS Total:	**546.66**
		Fund 110 - ROAD USE TAX Total:	**546.66**
Fund: 600 - WATER			
Department: 810 - WATER			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	1,669.12
		Department 810 - WATER Total:	**1,669.12**
		Fund 600 - WATER Total:	**1,669.12**
Fund: 610 - SEWER			
Department: 815 - SEWER			
ALLIANT ENERGY	ELECTRICITY	ELECTRICITY	7,061.63
		Department 815 - SEWER Total:	**7,061.63**
		Fund 610 - SEWER Total:	**7,061.63**
		Vendor 00037 - ALLIANT ENERGY Total:	**18,435.87**
Vendor: 00046 - AMAZON BUSINESS			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
AMAZON BUSINESS	PD SUPPLIES	OFFICE SUPPLIES	21.24
		Department 110 - POLICE Total:	**21.24**
Department: 150 - FIRE			
AMAZON BUSINESS	FD MINOR EQUIP	MINOR EQUIPMENT	63.66
		Department 150 - FIRE Total:	**63.66**

Vendor Name	Description (Payable)	Account Name	Amount
Department: 290 - SOLID WASTE			
AMAZON BUSINESS	ADMIN SUPPLIES	OFFICE SUPPLIES	15.72
		Department 290 - SOLID WASTE Total:	**15.72**
Department: 410 - LIBRARY			
AMAZON BUSINESS	LIB SUPPLIES	OFFICE SUPPLIES	95.65
AMAZON BUSINESS	LIB SUPPLIES	LIBRARY MATERIALS	456.36
AMAZON BUSINESS	LIB SUPPLIES	LIBRARY MATERIALS	-13.19
AMAZON BUSINESS	LIB SUPPLIES	LIBRARY MATERIALS	-17.00
AMAZON BUSINESS	LIB SUPPLIES	OFFICE SUPPLIES	255.87
AMAZON BUSINESS	LIB SUPPLIES	LIBRARY MATERIALS	26.99
AMAZON BUSINESS	LIB SUPPLIES	LIBRARY MATERIALS	13.74
		Department 410 - LIBRARY Total:	**818.42**
Department: 620 - CITY ADMINISTRATION			
AMAZON BUSINESS	ADMIN SUPPLIES	OFFICE SUPPLIES	15.72
AMAZON BUSINESS	ADMIN SUPPLIES	OFFICE SUPPLIES	53.98
AMAZON BUSINESS	SUPPLIES	BUILDING/GROUNDS	10.99
AMAZON BUSINESS	SUPPLIES	OFFICE SUPPLIES	22.79
		Department 620 - CITY ADMINISTRATION Total:	**103.48**
		Fund 001 - GENERAL Total:	**1,022.52**
Fund: 171 - LIBRARY GIFT & TRUST			
Department: 410 - LIBRARY			
AMAZON BUSINESS	LIB SUPPLIES	ENRICH IOWA EXPENDITURES	3,771.84
AMAZON BUSINESS	LIB SUPPLIES	LIBRARY MATERIALS	179.93
		Department 410 - LIBRARY Total:	**3,951.77**
		Fund 171 - LIBRARY GIFT & TRUST Total:	**3,951.77**
Fund: 600 - WATER			
Department: 810 - WATER			
AMAZON BUSINESS	ADMIN SUPPLIES	OFFICE SUPPLIES	15.72
AMAZON BUSINESS	SUPPLIES	OPERATING SUPPLIES	189.99
		Department 810 - WATER Total:	**205.71**
		Fund 600 - WATER Total:	**205.71**
Fund: 610 - SEWER			
Department: 815 - SEWER			
AMAZON BUSINESS	ADMIN SUPPLIES	OFFICE SUPPLIES	15.74
		Department 815 - SEWER Total:	**15.74**
		Fund 610 - SEWER Total:	**15.74**
		Vendor 00046 - AMAZON BUSINESS Total:	**5,195.74**
Vendor: 00054 - AMERICAN RED CROSS			
Fund: 001 - GENERAL			
Department: 435 - AQUATIC CENTER			
AMERICAN RED CROSS	LG RECERTIFICATION	LIFEGUARD/WSI TRAINING	94.00
AMERICAN RED CROSS	LEARN TO SWIM FEE	LEARN TO SWIM FEES	315.00
		Department 435 - AQUATIC CENTER Total:	**409.00**
		Fund 001 - GENERAL Total:	**409.00**
		Vendor 00054 - AMERICAN RED CROSS Total:	**409.00**
Vendor: 01459 - APPARATUS TESTING SERVICE			
Fund: 001 - GENERAL			
Department: 150 - FIRE			
APPARATUS TESTING SERVICE	474 LADDER TEST	VEHICLE REPAIR/MAINT	1,521.12
		Department 150 - FIRE Total:	**1,521.12**
		Fund 001 - GENERAL Total:	**1,521.12**
		Vendor 01459 - APPARATUS TESTING SERVICE Total:	**1,521.12**

Vendor Name	Description (Payable)	Account Name	Amount
Vendor: 02000 - AT&T			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
AT&T	LIB HOTSPOT	DUES/SUBSCRIPTIONS	50.15
		Department 410 - LIBRARY Total:	**50.15**
		Fund 001 - GENERAL Total:	**50.15**
		Vendor 02000 - AT&T Total:	**50.15**
Vendor: 00142 - BLACK HILLS ENERGY			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	56.05
		Department 110 - POLICE Total:	**56.05**
Department: 150 - FIRE			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	716.32
BLACK HILLS ENERGY	NATURAL GAS	NATURAL GAS (GENERATOR)	43.83
		Department 150 - FIRE Total:	**760.15**
Department: 410 - LIBRARY			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	621.31
		Department 410 - LIBRARY Total:	**621.31**
Department: 430 - PARKS & RECREATION			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	167.79
		Department 430 - PARKS & RECREATION Total:	**167.79**
Department: 435 - AQUATIC CENTER			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	86.18
		Department 435 - AQUATIC CENTER Total:	**86.18**
Department: 620 - CITY ADMINISTRATION			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	188.95
		Department 620 - CITY ADMINISTRATION Total:	**188.95**
		Fund 001 - GENERAL Total:	**1,880.43**
Fund: 110 - ROAD USE TAX			
Department: 210 - STREETS			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	853.66
		Department 210 - STREETS Total:	**853.66**
		Fund 110 - ROAD USE TAX Total:	**853.66**
Fund: 600 - WATER			
Department: 810 - WATER			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	621.88
		Department 810 - WATER Total:	**621.88**
		Fund 600 - WATER Total:	**621.88**
Fund: 610 - SEWER			
Department: 815 - SEWER			
BLACK HILLS ENERGY	NATURAL GAS	HEATING FUEL	2,430.97
		Department 815 - SEWER Total:	**2,430.97**
		Fund 610 - SEWER Total:	**2,430.97**
		Vendor 00142 - BLACK HILLS ENERGY Total:	**5,786.94**
Vendor: 00150 - BOOK FARM INC			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
BOOK FARM INC	LIB BOOK ORDER	LIBRARY MATERIALS	16.95
		Department 410 - LIBRARY Total:	**16.95**
		Fund 001 - GENERAL Total:	**16.95**
		Vendor 00150 - BOOK FARM INC Total:	**16.95**

Vendor Name	Description (Payable)	Account Name	Amount
Vendor: 02024 - BRUNKAN EQUIPMENT			
Fund: 015 - FIRE TRUCK RESERVE			
Department: 150 - FIRE			
BRUNKAN EQUIPMENT	FIRE DEPT CAN-AM PURCHAS	VEHICLE PURCHASE	23,681.32
		Department 150 - FIRE Total:	**23,681.32**
		Fund 015 - FIRE TRUCK RESERVE Total:	**23,681.32**
		Vendor 02024 - BRUNKAN EQUIPMENT Total:	**23,681.32**
Vendor: 00173 - BURRINGTON GROUP INC			
Fund: 308 - BIKEWAY/WALKWAY PROJECTS			
Department: 430 - PARKS & RECREATION			
BURRINGTON GROUP INC	ENGINEERING FEES	GRAND AVENUE TRAIL EXTEN	12,250.00
		Department 430 - PARKS & RECREATION Total:	**12,250.00**
		Fund 308 - BIKEWAY/WALKWAY PROJECTS Total:	**12,250.00**
		Vendor 00173 - BURRINGTON GROUP INC Total:	**12,250.00**
Vendor: 01439 - CENGAGE LEARNING			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
CENGAGE LEARNING	LIB BOOK ORDER	LIBRARY MATERIALS	19.79
		Department 410 - LIBRARY Total:	**19.79**
		Fund 001 - GENERAL Total:	**19.79**
		Vendor 01439 - CENGAGE LEARNING Total:	**19.79**
Vendor: 00234 - CITY LAUNDERING INC			
Fund: 001 - GENERAL			
Department: 620 - CITY ADMINISTRATION			
CITY LAUNDERING INC	RUG MAINTENANCE	BUILDING/GROUNDS	79.22
		Department 620 - CITY ADMINISTRATION Total:	**79.22**
		Fund 001 - GENERAL Total:	**79.22**
		Vendor 00234 - CITY LAUNDERING INC Total:	**79.22**
Vendor: 01914 - CONNECTIONS INC EAP			
Fund: 112 - EMPLOYEE BENEFITS			
Department: 699 - OTHER GENERAL GOVERNMENT			
CONNECTIONS INC EAP	EMPLOYEE ASSISTANCE PROG	REFUNDS/MISC	164.67
		Department 699 - OTHER GENERAL GOVERNMENT Total:	**164.67**
		Fund 112 - EMPLOYEE BENEFITS Total:	**164.67**
		Vendor 01914 - CONNECTIONS INC EAP Total:	**164.67**
Vendor: 00407 - DOUG FOLEY			
Fund: 001 - GENERAL			
Department: 430 - PARKS & RECREATION			
DOUG FOLEY	CPO CLASS MILEAGE REIMB	TRAINING/TRAVEL	131.95
		Department 430 - PARKS & RECREATION Total:	**131.95**
		Fund 001 - GENERAL Total:	**131.95**
		Vendor 00407 - DOUG FOLEY Total:	**131.95**
Vendor: 01961 - DUBUQUE MULCH CO INC			
Fund: 001 - GENERAL			
Department: 510 - COMMUNITY BEAUTIFICATION			
DUBUQUE MULCH CO INC	COMPOST CONTRACT	COMPOST SITE CONTRACT	10,750.00
		Department 510 - COMMUNITY BEAUTIFICATION Total:	**10,750.00**
		Fund 001 - GENERAL Total:	**10,750.00**
		Vendor 01961 - DUBUQUE MULCH CO INC Total:	**10,750.00**

Vendor Name	Description (Payable)	Account Name	Amount
Vendor: 01671 - EASTERN IA ASPHALT MAINTENANCE INC			
Fund: 309 - STREET IMPROVEMENT			
Department: 210 - STREETS			
EASTERN IA ASPHALT MAINTE	HANSEL & LINE ST	CRACK SEALING/SEAL COATIN	5,675.25
		Department 210 - STREETS Total:	**5,675.25**
		Fund 309 - STREET IMPROVEMENT Total:	**5,675.25**
		Vendor 01671 - EASTERN IA ASPHALT MAINTENANCE INC Total:	**5,675.25**
Vendor: 00465 - ENGINEERED EQUIPMENT SOLUTIONS			
Fund: 610 - SEWER			
Department: 815 - SEWER			
ENGINEERED EQUIPMENT SO	WWTP BELT TENSIONER	WASTEWATER PLANT REPAIRS	1,105.44
		Department 815 - SEWER Total:	**1,105.44**
		Fund 610 - SEWER Total:	**1,105.44**
		Vendor 00465 - ENGINEERED EQUIPMENT SOLUTIONS Total:	**1,105.44**
Vendor: 00490 - FAREWAY STORES INC			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
FAREWAY STORES INC	LIB PROG SUPPLIES	PROGRAMS/EVENTS	16.98
		Department 410 - LIBRARY Total:	**16.98**
		Fund 001 - GENERAL Total:	**16.98**
		Vendor 00490 - FAREWAY STORES INC Total:	**16.98**
Vendor: 02025 - FARMERS SHIPPING ASSOCIATION			
Fund: 610 - SEWER			
Department: 815 - SEWER			
FARMERS SHIPPING ASSOCIAT	DUMPSTER LIME	OPERATING SUPPLIES	91.20
		Department 815 - SEWER Total:	**91.20**
		Fund 610 - SEWER Total:	**91.20**
		Vendor 02025 - FARMERS SHIPPING ASSOCIATION Total:	**91.20**
Vendor: 00501 - FEHR GRAHAM & ASSOCIATES LLC			
Fund: 324 - STREET PROJECTS			
Department: 210 - STREETS			
FEHR GRAHAM & ASSOCIATES	ENGINEERING	ANDERSON STREET PROJECT	15,873.17
		Department 210 - STREETS Total:	**15,873.17**
		Fund 324 - STREET PROJECTS Total:	**15,873.17**
Fund: 600 - WATER			
Department: 810 - WATER			
FEHR GRAHAM & ASSOCIATES	ENGINEERING FEES	PROFESSIONAL/LEGAL FEES	301.96
		Department 810 - WATER Total:	**301.96**
		Fund 600 - WATER Total:	**301.96**
Fund: 602 - WATER CAPITAL IMPROVEMENTS			
Department: 810 - WATER			
FEHR GRAHAM & ASSOCIATES	WATER SYSTEM BOOSTER PU	WATER CAPITAL PROJECTS	4,998.75
		Department 810 - WATER Total:	**4,998.75**
		Fund 602 - WATER CAPITAL IMPROVEMENTS Total:	**4,998.75**
		Vendor 00501 - FEHR GRAHAM & ASSOCIATES LLC Total:	**21,173.88**
Vendor: 00549 - GENERAL TRAFFIC CONTROL INC			
Fund: 110 - ROAD USE TAX			
Department: 240 - TRAFFIC CONTROL/SAFETY			
GENERAL TRAFFIC CONTROL I	ACERS SIGNAL REPAIR	EQUIP REPAIR/MAINT	880.00
		Department 240 - TRAFFIC CONTROL/SAFETY Total:	**880.00**
		Fund 110 - ROAD USE TAX Total:	**880.00**
		Vendor 00549 - GENERAL TRAFFIC CONTROL INC Total:	**880.00**

Vendor Name	Description (Payable)	Account Name	Amount
Vendor: 00606 - HAWKINS INC			
Fund: 600 - WATER			
Department: 810 - WATER			
HAWKINS INC	CHEMICALS	CHEMICALS/SALT	1,474.69
		Department 810 - WATER Total:	**1,474.69**
		Fund 600 - WATER Total:	**1,474.69**
		Vendor 00606 - HAWKINS INC Total:	**1,474.69**
Vendor: 00667 - IA PRISON INDUSTRIES			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
IA PRISON INDUSTRIES	UNIFORMS	TRAINING/TRAVEL	152.02
IA PRISON INDUSTRIES	UNIFORMS	TRAINING/TRAVEL	152.02
IA PRISON INDUSTRIES	UNIFORMS	TRAINING/TRAVEL	77.98
IA PRISON INDUSTRIES	UNIFORMS	TRAINING/TRAVEL	77.98
		Department 110 - POLICE Total:	**460.00**
		Fund 001 - GENERAL Total:	**460.00**
		Vendor 00667 - IA PRISON INDUSTRIES Total:	**460.00**
Vendor: 00656 - IOWA LAW ENFORCEMENT ACADEMY			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
IOWA LAW ENFORCEMENT AC	MMPI LARSEN	PROFESSIONAL/LEGAL FEES	150.00
		Department 110 - POLICE Total:	**150.00**
		Fund 001 - GENERAL Total:	**150.00**
		Vendor 00656 - IOWA LAW ENFORCEMENT ACADEMY Total:	**150.00**
Vendor: 00669 - IOWA RURAL WATER ASSOCIATION			
Fund: 600 - WATER			
Department: 810 - WATER			
IOWA RURAL WATER ASSOCIA	2026 MEMBERSHIP	DUES/SUBSCRIPTIONS	465.00
		Department 810 - WATER Total:	**465.00**
		Fund 600 - WATER Total:	**465.00**
		Vendor 00669 - IOWA RURAL WATER ASSOCIATION Total:	**465.00**
Vendor: 00719 - J & R SUPPLY INC			
Fund: 110 - ROAD USE TAX			
Department: 210 - STREETS			
J & R SUPPLY INC	SAW BLADE	ST MAINT SUPPL/OPS	325.00
		Department 210 - STREETS Total:	**325.00**
		Fund 110 - ROAD USE TAX Total:	**325.00**
Fund: 324 - STREET PROJECTS			
Department: 210 - STREETS			
J & R SUPPLY INC	ANDERSON ST PROJECT	ANDERSON STREET PROJECT	10,040.00
		Department 210 - STREETS Total:	**10,040.00**
		Fund 324 - STREET PROJECTS Total:	**10,040.00**
Fund: 610 - SEWER			
Department: 815 - SEWER			
J & R SUPPLY INC	WWTP SUPPLIES	OPERATING SUPPLIES	45.00
		Department 815 - SEWER Total:	**45.00**
		Fund 610 - SEWER Total:	**45.00**
		Vendor 00719 - J & R SUPPLY INC Total:	**10,410.00**
Vendor: 01901 - JASMINE WHITE			
Fund: 001 - GENERAL			
Department: 280 - AIRPORT			
JASMINE WHITE	AIRPORT MAINTENANCE	BUILDING/GROUNDS	40.00

Vendor Name	Description (Payable)	Account Name	Amount
JASMINE WHITE	AIRPORT MAINTENANCE	BUILDING/GROUNDS	40.00
		Department 280 - AIRPORT Total:	**80.00**
		Fund 001 - GENERAL Total:	**80.00**
		Vendor 01901 - JASMINE WHITE Total:	**80.00**
Vendor: 00824 - KIRKHAM MICHAEL INC			
Fund: 324 - STREET PROJECTS			
Department: 210 - STREETS			
KIRKHAM MICHAEL INC	ENGINEERING FEES	WEST MARION STREET BRIDG	8,215.00
		Department 210 - STREETS Total:	**8,215.00**
		Fund 324 - STREET PROJECTS Total:	**8,215.00**
		Vendor 00824 - KIRKHAM MICHAEL INC Total:	**8,215.00**
Vendor: 00846 - KWIK TRIP			
Fund: 110 - ROAD USE TAX			
Department: 210 - STREETS			
KWIK TRIP	FUEL	VEHICLE FUEL	38.44
		Department 210 - STREETS Total:	**38.44**
		Fund 110 - ROAD USE TAX Total:	**38.44**
		Vendor 00846 - KWIK TRIP Total:	**38.44**
Vendor: 01736 - MAQUOKETA VALLEY ELECTRIC COOPERATIVE			
Fund: 001 - GENERAL			
Department: 230 - STREET LIGHTING			
MAQUOKETA VALLEY ELECTRI	STREET LIGHTING	STREET LIGHTING ELECTRICIT	56.60
MAQUOKETA VALLEY ELECTRI	STREET LIGHTING	STREET LIGHTING ELECTRICIT	96.63
		Department 230 - STREET LIGHTING Total:	**153.23**
		Fund 001 - GENERAL Total:	**153.23**
		Vendor 01736 - MAQUOKETA VALLEY ELECTRIC COOPERATIVE Total:	**153.23**
Vendor: 00967 - MASTERPIECE CLEANING LLC			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
MASTERPIECE CLEANING LLC	CUSTODIAL	SALARIES	400.00
		Department 110 - POLICE Total:	**400.00**
Department: 620 - CITY ADMINISTRATION			
MASTERPIECE CLEANING LLC	CUSTODIAL	SALARIES	400.00
		Department 620 - CITY ADMINISTRATION Total:	**400.00**
		Fund 001 - GENERAL Total:	**800.00**
		Vendor 00967 - MASTERPIECE CLEANING LLC Total:	**800.00**
Vendor: 00991 - MELISSA LINDSAY			
Fund: 110 - ROAD USE TAX			
Department: 210 - STREETS			
MELISSA LINDSAY	BLOODBORNE PATHOGEN CLA	TRAINING/TRAVEL	50.00
		Department 210 - STREETS Total:	**50.00**
		Fund 110 - ROAD USE TAX Total:	**50.00**
		Vendor 00991 - MELISSA LINDSAY Total:	**50.00**
Vendor: 01021 - MIDWEST TAPE LLC/HOOPLA			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
MIDWEST TAPE LLC/HOOPLA	LIBRARY MATERIALS	LIBRARY MATERIALS	89.98
MIDWEST TAPE LLC/HOOPLA	LIBRARY MATERIALS	LIBRARY MATERIALS	49.99
		Department 410 - LIBRARY Total:	**139.97**
		Fund 001 - GENERAL Total:	**139.97**
		Vendor 01021 - MIDWEST TAPE LLC/HOOPLA Total:	**139.97**

Vendor Name	Description (Payable)	Account Name	Amount
Vendor: 01083 - NEI3A			
Fund: 171 - LIBRARY GIFT & TRUST			
Department: 410 - LIBRARY			
NEI3A	EALTH & WELLNESS LUNCHES	EDUCATIONAL PROGRAMS	110.00
		Department 410 - LIBRARY Total:	**110.00**
		Fund 171 - LIBRARY GIFT & TRUST Total:	**110.00**
		Vendor 01083 - NEI3A Total:	**110.00**
Vendor: 01204 - RADIO COMMUNICATIONS INC			
Fund: 001 - GENERAL			
Department: 150 - FIRE			
RADIO COMMUNICATIONS IN	FD RADIO REPAIR	RADIO/PAGER EQUIPMENT	95.00
		Department 150 - FIRE Total:	**95.00**
		Fund 001 - GENERAL Total:	**95.00**
		Vendor 01204 - RADIO COMMUNICATIONS INC Total:	**95.00**
Vendor: 01253 - RIVER CITY STONE INC			
Fund: 110 - ROAD USE TAX			
Department: 210 - STREETS			
RIVER CITY STONE INC	ICE CONTROL	ST MAINT SUPPL/OPS	1,460.15
		Department 210 - STREETS Total:	**1,460.15**
		Fund 110 - ROAD USE TAX Total:	**1,460.15**
		Vendor 01253 - RIVER CITY STONE INC Total:	**1,460.15**
Vendor: 02026 - RODAS CHEVROLET INC			
Fund: 600 - WATER			
Department: 810 - WATER			
RODAS CHEVROLET INC	WATER TRUCK REPAIR	VEHICLE REPAIR/MAINT	67.00
		Department 810 - WATER Total:	**67.00**
		Fund 600 - WATER Total:	**67.00**
		Vendor 02026 - RODAS CHEVROLET INC Total:	**67.00**
Vendor: 01805 - ROOF, GERDES, ERLBACHER, PLC			
Fund: 001 - GENERAL			
Department: 620 - CITY ADMINISTRATION			
ROOF, GERDES, ERLBACHER, P	1099	PROFESSIONAL/LEGAL FEES	500.00
		Department 620 - CITY ADMINISTRATION Total:	**500.00**
		Fund 001 - GENERAL Total:	**500.00**
		Vendor 01805 - ROOF, GERDES, ERLBACHER, PLC Total:	**500.00**
Vendor: 01313 - SCHUMACHER ELEVATOR INC			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
SCHUMACHER ELEVATOR INC	ELEVATOR MAINTENANCE	EQUIP REPAIR/MAINT	202.26
		Department 410 - LIBRARY Total:	**202.26**
		Fund 001 - GENERAL Total:	**202.26**
		Vendor 01313 - SCHUMACHER ELEVATOR INC Total:	**202.26**
Vendor: 01834 - SIMMONS PERRINE MOYER BERGMAN PLC			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
SIMMONS PERRINE MOYER B	LEGAL FEES	PROFESSIONAL/LEGAL FEES	151.68
		Department 110 - POLICE Total:	**151.68**
		Fund 001 - GENERAL Total:	**151.68**
		Vendor 01834 - SIMMONS PERRINE MOYER BERGMAN PLC Total:	**151.68**

Vendor Name	Description (Payable)	Account Name	Amount
Vendor: 01807 - STATE CHEMICAL SOLUTIONS			
Fund: 610 - SEWER			
Department: 815 - SEWER			
STATE CHEMICAL SOLUTIONS	LIFT STATION MAINTENANCE	OPERATING SUPPLIES	346.80
		Department 815 - SEWER Total:	**346.80**
		Fund 610 - SEWER Total:	**346.80**
		Vendor 01807 - STATE CHEMICAL SOLUTIONS Total:	**346.80**
Vendor: 00222 - STEVE HERINGTON			
Fund: 001 - GENERAL			
Department: 435 - AQUATIC CENTER			
STEVE HERINGTON	LG CLASS 2025.12.20	LIFEGUARD/WSI TRAINING	60.00
		Department 435 - AQUATIC CENTER Total:	**60.00**
		Fund 001 - GENERAL Total:	**60.00**
		Vendor 00222 - STEVE HERINGTON Total:	**60.00**
Vendor: 02027 - SUE BREED			
Fund: 001 - GENERAL			
Department: 430 - PARKS & RECREATION			
SUE BREED	REFUND TIRRILL SHELTER	REFUNDS/MISC	30.00
		Department 430 - PARKS & RECREATION Total:	**30.00**
		Fund 001 - GENERAL Total:	**30.00**
		Vendor 02027 - SUE BREED Total:	**30.00**
Vendor: 01385 - SUE'S FLOWER & GARDEN CENTER			
Fund: 047 - HOLIDAY DECORATIONS			
Department: 470 - SPECIAL EVENTS			
SUE'S FLOWER & GARDEN CE	DECOR	OPERATING SUPPLIES	330.00
		Department 470 - SPECIAL EVENTS Total:	**330.00**
		Fund 047 - HOLIDAY DECORATIONS Total:	**330.00**
		Vendor 01385 - SUE'S FLOWER & GARDEN CENTER Total:	**330.00**
Vendor: 01900 - T MOBILE			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
T MOBILE	PD MOBILE DATA	TELEPHONE/INTERNET	409.08
		Department 110 - POLICE Total:	**409.08**
		Fund 001 - GENERAL Total:	**409.08**
		Vendor 01900 - T MOBILE Total:	**409.08**
Vendor: 01425 - THE FISH SHACK			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
THE FISH SHACK	LIBRARY TANK MAINTENANCE	BUILDING/GROUNDS	105.00
		Department 410 - LIBRARY Total:	**105.00**
		Fund 001 - GENERAL Total:	**105.00**
		Vendor 01425 - THE FISH SHACK Total:	**105.00**
Vendor: 01441 - THREE RIVERS FS			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
THREE RIVERS FS	VEHICLE FUEL	VEHICLE FUEL	1,509.22
		Department 110 - POLICE Total:	**1,509.22**
Department: 430 - PARKS & RECREATION			
THREE RIVERS FS	VEHICLE FUEL	VEHICLE FUEL	185.85
		Department 430 - PARKS & RECREATION Total:	**185.85**

Vendor Name	Description (Payable)	Account Name	Amount
Department: 530 - BUILDING/HOUSING			
THREE RIVERS FS	VEHICLE FUEL	VEHICLE FUEL	44.99
		Department 530 - BUILDING/HOUSING Total:	**44.99**
		Fund 001 - GENERAL Total:	**1,740.06**
Fund: 110 - ROAD USE TAX			
Department: 210 - STREETS			
THREE RIVERS FS	VEHICLE FUEL	VEHICLE FUEL	3,476.43
		Department 210 - STREETS Total:	**3,476.43**
		Fund 110 - ROAD USE TAX Total:	**3,476.43**
Fund: 600 - WATER			
Department: 810 - WATER			
THREE RIVERS FS	VEHICLE FUEL	VEHICLE FUEL	236.31
		Department 810 - WATER Total:	**236.31**
		Fund 600 - WATER Total:	**236.31**
Fund: 610 - SEWER			
Department: 815 - SEWER			
THREE RIVERS FS	VEHICLE FUEL	VEHICLE FUEL	53.61
		Department 815 - SEWER Total:	**53.61**
		Fund 610 - SEWER Total:	**53.61**
		Vendor 01441 - THREE RIVERS FS Total:	**5,506.41**
Vendor: 01493 - US CELLULAR			
Fund: 001 - GENERAL			
Department: 150 - FIRE			
US CELLULAR	FD PHONE	TELEPHONE/INTERNET	44.78
		Department 150 - FIRE Total:	**44.78**
		Fund 001 - GENERAL Total:	**44.78**
		Vendor 01493 - US CELLULAR Total:	**44.78**
Vendor: 01496 - USA BLUE BOOK			
Fund: 600 - WATER			
Department: 810 - WATER			
USA BLUE BOOK	3/4 BALL VALVE	DISTRIBUTION MAINT	249.90
USA BLUE BOOK	VALVES, WRENCHES	OPERATING SUPPLIES	577.05
USA BLUE BOOK	24" CAST IRON PIPE WRENCH	OPERATING SUPPLIES	109.05
USA BLUE BOOK	HYDRANT WRENCH	OPERATING SUPPLIES	152.90
		Department 810 - WATER Total:	**1,088.90**
		Fund 600 - WATER Total:	**1,088.90**
		Vendor 01496 - USA BLUE BOOK Total:	**1,088.90**
Vendor: 01564 - WINDSTREAM			
Fund: 001 - GENERAL			
Department: 110 - POLICE			
WINDSTREAM	DYNAMIC IP/SIP TRUNKS	TELEPHONE/INTERNET	150.59
		Department 110 - POLICE Total:	**150.59**
Department: 430 - PARKS & RECREATION			
WINDSTREAM	DYNAMIC IP/SIP TRUNKS	TELEPHONE/INTERNET	69.49
		Department 430 - PARKS & RECREATION Total:	**69.49**
Department: 530 - BUILDING/HOUSING			
WINDSTREAM	DYNAMIC IP/SIP TRUNKS	TELEPHONE/INTERNET	69.49
		Department 530 - BUILDING/HOUSING Total:	**69.49**
Department: 620 - CITY ADMINISTRATION			
WINDSTREAM	DYNAMIC IP/SIP TRUNKS	TELEPHONE/INTERNET	150.57
		Department 620 - CITY ADMINISTRATION Total:	**150.57**
		Fund 001 - GENERAL Total:	**440.14**

Vendor Name	Description (Payable)	Account Name	Amount
Fund: 600 - WATER			
Department: 810 - WATER			
WINDSTREAM	DYNAMIC IP/SIP TRUNKS	TELEPHONE/INTERNET	69.49
		Department 810 - WATER Total:	**69.49**
		Fund 600 - WATER Total:	**69.49**
Fund: 610 - SEWER			
Department: 815 - SEWER			
WINDSTREAM	DYNAMIC IP/SIP TRUNKS	TELEPHONE/INTERNET	69.49
		Department 815 - SEWER Total:	**69.49**
		Fund 610 - SEWER Total:	**69.49**
		Vendor 01564 - WINDSTREAM Total:	**579.12**
Vendor: 01567 - WOODWARD COMMUNICATIONS INC			
Fund: 001 - GENERAL			
Department: 410 - LIBRARY			
WOODWARD COMMUNICATI	LIB AD	PRINTING/PUBLICATION	166.43
		Department 410 - LIBRARY Total:	**166.43**
		Fund 001 - GENERAL Total:	**166.43**
		Vendor 01567 - WOODWARD COMMUNICATIONS INC Total:	**166.43**
		Grand Total:	**141,124.41**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL	30,784.20	30,784.20
015 - FIRE TRUCK RESERVE	23,681.32	23,681.32
047 - HOLIDAY DECORATIONS	330.00	330.00
110 - ROAD USE TAX	7,630.34	7,630.34
112 - EMPLOYEE BENEFITS	164.67	164.67
171 - LIBRARY GIFT & TRUST	4,061.77	4,061.77
308 - BIKEWAY/WALKWAY PROJECTS	12,250.00	12,250.00
309 - STREET IMPROVEMENT	5,675.25	5,675.25
324 - STREET PROJECTS	34,128.17	34,128.17
600 - WATER	6,200.06	6,200.06
602 - WATER CAPITAL IMPROVEMENTS	4,998.75	4,998.75
610 - SEWER	11,219.88	11,219.88
Grand Total:	**141,124.41**	**141,124.41**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-110-60100	SALARIES	400.00	400.00
001-110-62300	TRAINING/TRAVEL	460.00	460.00
001-110-63310	VEHICLE FUEL	1,509.22	1,509.22
001-110-63710	ELECTRICITY	276.52	276.52
001-110-63730	TELEPHONE/INTERNET	559.67	559.67
001-110-63790	HEATING FUEL	56.05	56.05
001-110-64110	PROFESSIONAL/LEGAL F	301.68	301.68
001-110-65060	OFFICE SUPPLIES	21.24	21.24
001-130-63710	ELECTRICITY	20.00	20.00
001-150-63320	VEHICLE REPAIR/MAINT	1,521.12	1,521.12
001-150-63710	ELECTRICITY	98.98	98.98
001-150-63730	TELEPHONE/INTERNET	44.78	44.78
001-150-63790	HEATING FUEL	716.32	716.32
001-150-63800	NATURAL GAS (GENERAT	43.83	43.83
001-150-65040	MINOR EQUIPMENT	63.66	63.66
001-150-65150	RADIO/PAGER EQUIPME	95.00	95.00
001-230-63710	STREET LIGHTING ELECT	7,969.38	7,969.38
001-280-63100	BUILDING/GROUNDS	80.00	80.00
001-280-63710	ELECTRICITY	347.42	347.42
001-290-65060	OFFICE SUPPLIES	15.72	15.72
001-410-62100	DUES/SUBSCRIPTIONS	50.15	50.15
001-410-63100	BUILDING/GROUNDS	105.00	105.00
001-410-63500	EQUIP REPAIR/MAINT	202.26	202.26
001-410-63790	HEATING FUEL	621.31	621.31
001-410-64140	PRINTING/PUBLICATION	166.43	166.43
001-410-64990	PROGRAMS/EVENTS	16.98	16.98
001-410-65020	LIBRARY MATERIALS	643.61	643.61
001-410-65060	OFFICE SUPPLIES	351.52	351.52
001-430-62300	TRAINING/TRAVEL	131.95	131.95
001-430-63310	VEHICLE FUEL	185.85	185.85
001-430-63710	ELECTRICITY	220.90	220.90
001-430-63730	TELEPHONE/INTERNET	69.49	69.49
001-430-63790	HEATING FUEL	167.79	167.79
001-430-64970	REFUNDS/MISC	30.00	30.00
001-435-62350	LIFEGUARD/WSI TRAINI	154.00	154.00
001-435-63790	HEATING FUEL	86.18	86.18
001-435-64900	LEARN TO SWIM FEES	315.00	315.00
001-510-64990	COMPOST SITE CONTRA	10,750.00	10,750.00
001-530-63310	VEHICLE FUEL	44.99	44.99
001-530-63730	TELEPHONE/INTERNET	69.49	69.49
001-620-60100	SALARIES	400.00	400.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-620-63100	BUILDING/GROUNDS	90.21	90.21
001-620-63710	ELECTRICITY	378.49	378.49
001-620-63730	TELEPHONE/INTERNET	150.57	150.57
001-620-63790	HEATING FUEL	188.95	188.95
001-620-64110	PROFESSIONAL/LEGAL F	500.00	500.00
001-620-65060	OFFICE SUPPLIES	92.49	92.49
015-150-67100	VEHICLE PURCHASE	23,681.32	23,681.32
047-470-65070	OPERATING SUPPLIES	330.00	330.00
110-210-62300	TRAINING/TRAVEL	50.00	50.00
110-210-63310	VEHICLE FUEL	3,514.87	3,514.87
110-210-63710	ELECTRICITY	546.66	546.66
110-210-63790	HEATING FUEL	853.66	853.66
110-210-64170	ST MAINT SUPPL/OPS	1,785.15	1,785.15
110-240-63500	EQUIP REPAIR/MAINT	880.00	880.00
112-699-64970	REFUNDS/MISC	164.67	164.67
171-410-64900	EDUCATIONAL PROGRA	110.00	110.00
171-410-65020	LIBRARY MATERIALS	179.93	179.93
171-410-65990	ENRICH IOWA EXPENDIT	3,771.84	3,771.84
308-430-67790	GRAND AVENUE TRAIL E	12,250.00	12,250.00
309-210-67850	CRACK SEALING/SEAL C	5,675.25	5,675.25
324-210-67715	ANDERSON STREET PROJ	25,913.17	25,913.17
324-210-67760	WEST MARION STREET B	8,215.00	8,215.00
600-810-62100	DUES/SUBSCRIPTIONS	465.00	465.00
600-810-63310	VEHICLE FUEL	236.31	236.31
600-810-63320	VEHICLE REPAIR/MAINT	67.00	67.00
600-810-63710	ELECTRICITY	1,669.12	1,669.12
600-810-63730	TELEPHONE/INTERNET	69.49	69.49
600-810-63790	HEATING FUEL	621.88	621.88
600-810-64110	PROFESSIONAL/LEGAL F	301.96	301.96
600-810-65010	CHEMICALS/SALT	1,474.69	1,474.69
600-810-65060	OFFICE SUPPLIES	15.72	15.72
600-810-65070	OPERATING SUPPLIES	1,028.99	1,028.99
600-810-67800	DISTRIBUTION MAINT	249.90	249.90
602-810-67710	WATER CAPITAL PROJEC	4,998.75	4,998.75
610-815-63110	WASTEWATER PLANT RE	1,105.44	1,105.44
610-815-63310	VEHICLE FUEL	53.61	53.61
610-815-63710	ELECTRICITY	7,061.63	7,061.63
610-815-63730	TELEPHONE/INTERNET	69.49	69.49
610-815-63790	HEATING FUEL	2,430.97	2,430.97
610-815-65060	OFFICE SUPPLIES	15.74	15.74
610-815-65070	OPERATING SUPPLIES	483.00	483.00
	Grand Total:	**141,124.41**	**141,124.41**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		141,124.41	141,124.41
	Grand Total:	**141,124.41**	**141,124.41**

REGULAR MEETING OF THE MANCHESTER PLANNING AND ZONING COMMISSION

Thursday, January 15, 2026 CITY COUNCIL CHAMBERS 3:00 p.m.

PRESENT: Autumn Domeyer, Ryan Hauser, Nancy Oehler, Stuart Sleper, Dave Smith, JoAnn Swinton, Scott Wegmann

ABSENT:

GUESTS: Mayor Connie Behnken, Building Inspector Tim Heims, Jason Wenger (Burrington Group), Julie Kruse (Snyder & Associates), Scott & Sarah Hermanson, DCED Director Donna Boss

Mayor Behnken administered the oath of office to Ryan Hauser, noting that Planning & Zoning Commissioner Diane Hammell has vacated her position after being elected to the City Council.

The regular meeting of the Manchester Planning and Zoning Commission was called to order by Chairperson Smith at 3:02 p.m.

AGENDA AMENDED

Commissioner Swinton motioned to amend the agenda to include:

- Item #4. Public Hearing for a Rezone Request for 413 S Wayne Street. The public hearing to rezone the property at 413 S Wayne Street was properly noticed but was inadvertently omitted from the printed agenda.
- Item #5. Discussion on Ordinance 008-2025 (siding materials for accessory structures). This item was tabled by Planning & Zoning on November 20, 2025.

The motion was seconded by Commissioner Wegmann.

ON A CALL OF ROLL AYES: Domeyer, Hauser, Oehler, Sleper, Smith, Swinton, Wegmann
NAYS: None

MINUTES

Commissioner Domeyer motioned to approve the December 11, 2025 Planning and Zoning Commission minutes. The motion was seconded by Commissioner Oehler.

ON A CALL OF ROLL AYES: Domeyer, Hauser, Oehler, Sleper, Smith, Swinton, Wegmann
NAYS: None

PUBLIC HEARING REZONE 413 S Wayne Street

Landowners Scott & Sarah Hermanson/N7 Farms LLC requested to rezone 3 adjoining parcels from R1 (Single-Family Low-Density District) to AG (Agricultural/Urban Reserve District):

- Parcel 630322206900 Home and Meadow (5.09 acres) (aka 413 S Wayne Street)
- Parcel 640322208500 Main Field (21.98 acres)
- Parcel 630323000110 S Brewer Field (4.23 acres)

Sherman's Pumpkin Farm and Corn Maze operate at this location. In addition, Hermanson's currently plant 22 acres of produce and specialty flowers. In the next 2 years, Hermanson's would like to expand their business and construct a building to host events, sell produce, and store equipment.

Public Hearing Opened

Chairperson Smith declared the Public Hearing open at 3:04pm. Hermanson's addressed the committee and presented their request. No one else was present to speak, and no written comments, phone calls or other correspondence were received.

Public Hearing Closed

Chairperson Smith declared the Public Hearing closed at 3:08 p.m.

Discussion

Commissioners discussed the size and acreage of each parcel, land use, parking, setbacks and lot requirements, floodplain concerns, prior zoning, compatibility with surrounding properties, and comprehensive plan.

Motion

Commissioner Wegmann motioned to table discussion on the rezoning request until further review by the City Attorney. The motion was seconded by Commissioner Sleper.

ON A CALL OF ROLL AYES: Domeyer, Hauser, Oehler, Sleper, Smith, Swinton, Wegmann
NAYS: None

DISCUSSION ORDINANCE 008-2025 TABLED FROM NOVEMBER 20, 2025

In October 2025, the Planning & Zoning Commission recommended the City Council adopt Ordinance 008-2025, amending Section 165.25.8 of the City Code to establish comprehensive regulations for accessory buildings, structures, and shipping containers across all zoning districts. The City Council remanded Ordinance 008-2025 to the Planning & Zoning Commission for further review and requested reconsideration of Section 165.25.8.1, which addresses accessory structure construction and materials—specifically the requirement for residential-style siding and the prohibition of galvanized or aluminum agricultural panels. This section had not been considered in the Commission's original recommendation.

The Planning & Zoning Commission met on November 20, 2025, and expressed a desire to gather additional public input before taking further action. The Commission tabled discussion on Ordinance 008-2025 until its January meeting.

On December 8, 2025, the City Council approved Ordinance 008-2025 as originally recommended by the Planning & Zoning Commission.

Commissioners agreed they do not wish to change their recommendation regarding Section 165.25.8.1, including the requirement for residential-style siding and the prohibition of galvanized or aluminum agricultural panels.

COMPREHENSIVE PLAN REVIEW

Snyder & Associates Planner Julie Kruse provided an overview of a potential residential historic district, discussed steps to establish a district if the Commission wished to proceed, and reviewed the online engagement survey with Commissioners. Commissioners indicated they were not interested in pursuing a historic district at this time.

UPDATES

Commissioners received updates on miscellaneous building and economic development projects.

ADJOURN

Commissioner Wegmann motioned to adjourn the Planning and Zoning Commission meeting at 4:36 p.m. The motion was seconded by Commissioner Sleper. AYES: All.

Laura K. Thomas, Recording Secretary

Minutes
Regular Meeting of the City of Manchester Parks and Recreation Commission
Monday, January 19, 2026 City Hall 4:30 pm

Present: Melissa Coates, Annette Lenz, Mike Wessels, Nick La Rosa
Absent: Tim Egemo
Guests:
Also Present: Doug Foley, Director of Parks and Recreation

Consent agenda:
a. Approval of the minutes of last month's regular meeting of the City of Manchester Parks and Recreation Commission.
b. Approval of the bills.
It was motioned by Commissioner Coates and seconded by Commissioner Lenz to approve the consent agenda. Motion carried, all ayes.

VENDOR	DESCRIPTION	AMOUNT
ACCESS SYSTEMS LEASING	COPIER MAINT AGREEMENT	22.89
ALLIANT ENERGY	ELECTRICITY	1,074.05
AMAZON BUSINESS	SUPPLIES	56.89
AMERICAN LEGION POST 45	FLAGS	330.00
ANDERSON WELDING	REPAIRS	38.78
ARBOR DAY FOUNDATION	ANNUAL MEMBERSHIP	15.00
BLACK HILLS ENERGY	NATURAL GAS	161.99
CITY OF MANCHESTER	COMPLEX WATER/SEWER	117.87
FAREWAY STORES	SUPPLIES	148.02
FISCHER BROTHERS	SLIDE REPLACEMENT	3,190.00
INFRASTRUCTURE TECHNOLOGY	CAMERA REPAIR	130.00
JOHN DEERE FINANCIAL	SUPPLIES	14.98
MEDICAL ASSOCIATES	DRUG/ALCOHOL TESTING	28.00
PALMER HARDWARE	SUPPLIES	13.48
THREE RIVERS FS	VEHICLE FUEL	222.36
UNITY POINT CLINIC	DRUG/ALCOHOL TESTING	42.00
WINDSTREAM	TELEPHONE/INTERNET	69.49
TOTAL		5,675.80

<u>Recreation Business</u>
Recreation Programs:
The following programs on currently ongoing:
Recently Finished Programs: Holiday Lights Tour & Soup Supper
Upcoming Programs: *Adult Coed Volleyball – 5 weeks into the season.
*Men's basketball League: 3 weeks into the season. (One week cancelled due to electrical issue at the High School)

<u>Park Business</u>
Foley reported the following:
* The redesigned the Baum Park shelter and restroom renovation project has been approved to go out for bid.
*The parks staff has been busy with snow removal.

Aquatic Center

*Foley and Perry Peterson recently completed their CPO class renewal. Every pool must have a CPO certified operator. The CPO certification is good for 5 years.

*The opening day is tentatively scheduled for Saturday, May 23rd. This the earliest the pool can possibly open due to the Memorial Day Holiday weekend being early this year.

*There are currently two Lifeguard classes (mid-March and mid-May) and one WSI class (mid-April). These dates are tentatively scheduled.

Other Business

*Vandalism report: nothing to report.

*Potential Dog Park lights: Foley has contacted Alliant Energy about installing a security light at the Dog Park. He is still awaiting a response.

Adjourn: Meeting adjourned at 4:48 p.m.

_____

Doug Foley, Director of Parks and Recreation

AIRPORT COMMITTEE MINUTES

***January 22, 2026* | 8:00 a.m. | Manchester City Council Chambers**

***Committee Members**: Jim Fisher, Craig Francois, Bill Scherbring, Pat Schmitz, Dean Sherman, Dan Stelken, Rick Seeley*
***City Staff Liaison:** City Manager, Airport Sponsor/Street Superintendent Jason Haight*
***DCED Liaison:** Director Donna Boss*
***MEI Liaison:** Tirzah Wedewer*

Present:	Fischer, Francois, Schmitz *(Zoom)*, Sherman
Absent:	Scherbring, Seeley, Stelken *[City Manager position is currently vacant]*
Guests:	Mayor Connie Behnken, City Attorney Doug Herman, Donna Boss *(Zoom)*,Tirzah Wedewer, Jason Haight, Erin Learn

Call to Order
The Airport Committee meeting was called to order at 8:03 a.m.

Review of Hangar lease Request – Jonathan Walters
Committee members reviewed hangar lease information from surrounding airports, including rates, terms, and amenities. The Committee discussed lease rates and reviewed the airport's current budget, including expenses and revenue. The committee acknowledged the importance of maintaining 10 based aircraft to sustain NPIAS status and the need to adopt a uniform lease with an amendable attachment to reflect future changes in airport rules and regulations.

Members reviewed proposed hangar lease amendments submitted by Jonathan Walters. It was determined City Attorney and Street Superintendent Jason Haight will meet with Walters to negotiate lease terms. City Council will schedule a public hearing on February 9 to consider the proposed hangar lease. The committee appointed Fisher and Francois to attend the City budget session on February 16 to address airport budget needs, lease conformity, and long-term viability.

Other Items Before the Committee
Mayor Behnken announced there will be a drone show in conjunction with Music on the Maquoketa scheduled for Thursday, July 2nd.

City Attorney Doug Herman suggested codifying the City Code of Ordinance to include a Chapter specific to the Airport Board.

The meeting previously scheduled for Thursday, January 29, 2026 has been cancelled. The next meeting of the Airport Committee is planned for:

- Thursday, February 19, 2926 | Noon

Adjournment
The meeting adjourned at 9:32 a.m.

Laura K. Thomas, Airport Committee Secretary

R-009-2026
RESOLUTION AMENDING SALARY RESOLUTION

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANCHESTER

SECTION 1. That the following individuals be hired and be paid as follows:

Employee	Position	Pay Rate	Effective
John LeClere	Seasonal Snow Removal	$30.76/hour	01/26/2026

SECTION 2. That the following employee be appointed Interim City Manager and be paid as follows:

Employee	Position	Pay Rate	Effective
Erin Learn	Interim City Manager	$47.00/hour	01/12/2026, through 30 days after the start date of the new City Manager

All other requirements shall be the same as that set out in Resolution R-059-2025 as passed and approved on June 30th, 2025.

PASSED AND APPROVED this 26th day of January, 2026.

Connie Behnken, Mayor

ATTEST:

Erin Learn, City Clerk

TO: **CITY COUNCIL**
FR: **LAURA THOMAS, DEPUTY CITY CLERK**
DATE: **2026.01.26**
RE: **ASSESSMENTS & COLLECTIONS**

Subject to approval by the City Council, the City Clerk shall certify the following items to the Delaware County Treasurer on February 26, 2026 for collection in the manner of real estate records. Previous invoices have been sent prior to this request.

NAME	ADDRESS	LEGAL DESCRIPTION	Type of Service	Invoice #	DATE OF SERVICE	MAILED CERTIFIED	AMOUNT
Duggan, Cassandra	157 Gay St	BURRINGTON'S ADD N 116' W 50' LT 12	nuisance mow	401	2025.09.02 2025.09.23	Deceased. No mail receptacle. No forward.	$ 150.00
Geuther, Jessica & Gerald	308 Lincoln St	MANCH LT 901 EX W 6'	nuisance mow	402	2025.09.30	2026.01.14	$ 100.00
							$ 250.00

Form 810034wd
05-11

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Manchester , Delaware County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.

6. Clean, sweep and wash streets when considered necessary by the Municipality.

7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.

2. Removal of trees as necessary and the trimming of tree branches as necessary.

3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.

2. Mark traffic lanes on the cross street.

3. Remove snow on the cross street, including bridges over the freeway.

4. Clean and sweep bridge decks on streets crossing over freeway.

5. Maintain all roadside areas outside the freeway fence.

6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."

B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.

C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.

D. To comply with the current Utility Accommodation Policy of the Department.

E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, **2026** to June 30, **2031**

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Manchester, Iowa
MUNICIPALITY

By _____

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer

Date _____

RESOLUTION R-010-2026
RESOLUTION APPROVING 2026 HANGAR LEASE AGREEMENT

WHEREAS, there now exists an airport t-hangar owned by the City of Manchester, Iowa and located adjacent to the municipal airstrip at the Manchester Municipal Airport; and,

WHEREAS, Taylor Thul has submitted a signed 2026 Hangar Lease Agreement for T-Hangar No. 1 for the Council's consideration.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANCHESTER, that the 2026 Hangar Lease Agreement for T-Hangar No. 1 with Taylor Thul be hereby approved and the Mayor and City Clerk are hereby authorized to sign said lease.

PASSED AND APPROVED this 26th day of January, 2026.

_____
Connie Behnken, Mayor

ATTEST:

_____
Erin Learn, City Clerk

2026 HANGAR LEASE AGREEMENT
T-HANGAR NO. 1

Lessor: City of Manchester, Timothy J. Vick, City Manager, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Lessee: Taylor Thul, 7878 Old Highway Road, Centralia, Iowa 52068, Ph. 262.339.3289, taylothul@gmail.com

This lease made and entered into on this 1 of JANUARY, 2026 by and between the City of Manchester, hereinafter referred to as City and **TAYLOR THUL** hereinafter referred to as LESSEE, WITNESSETH:

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto that the City hereby leases unto the LESSEE a portion of the Manchester Municipal Airport, a plot of ground contained in the present airplane hangar space, more specifically known as **T-HANGAR NO. 1**.

1. **TERM.** It is agreed that the CITY lease said hangar space unto the LESSEE for a period of **one (1) year** commencing on the **1st day of January, 2026**, and ending on the **31st day of December, 2026**.

   It is further agreed that the rights conferred upon the Lessee by and through this Lease are in the nature of a mere license or privilege to use said hangar space for the purpose specified herein, and that said Lessee shall not acquire any right, title or interest in and to the land or real estate leased herein.

2. **RENT.** It is further agreed that LESSEE shall pay the CITY a rental for said hangar space in a monthly amount of **One Hundred Dollars ($100.00),** on or before the first day of each calendar month beginning on 1/1, 2026, and shall continue to be paid as long as this Lease remains in full force and effect. The rent may be adjusted annually at the sole discretion of the Lessor.

3. **DEFAULT.** It is further agreed that in the event any rentals due hereunder are not promptly paid when due, that the CITY may cause a written notice of such default in payment to be served on the Lessee, and if said Lessee fails and neglects to become current in it's rental payment within thirty (30) days following the receipt of said notice, this lease shall stand forfeited and the LESSEE shall have an addition sixty (60) days in which to remove any peaceable possessions of said hangar.

4. **LEASE RENEWAL.** Provided the Lessee is not in default under the Lease, the Lease will automatically be extended for **one year** unless either party gives the other **thirty (30)** days written notice to terminate.

5. **LEASE TERMINATION.** This lease may be terminated by either party with **thirty (30)** days written notice, provided Lessee is not in default. Lessee will be liable for rental charges until possession is delivered to lessor or for sixty (60) days after written notice of election to terminate whichever is longer.

   in the event this lease is terminated by the CITY for any violation of the provisions hereof, that the Lessee is entitled to request a hearing with the CITY Council within 10 days of the termination notice. All rents paid prior to termination shall be prorated.

6. **RIGHT OF ENTRY.** The CITY reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient.

7. **USE OF PREMISES.** It is further specifically understood and agreed that said hangar space shall be used for the purpose of housing and storing of based-aircraft belonging to the LESSEE and the use of said hangar for providing any non-aircraft service to the public is expressly prohibited. Sales and service to aircraft related business is permitted so long as the hangar contains a based-aircraft as its primary use. Any other type of non-aircraft related service to the public is expressly prohibited. The LESSEE may place one sign limited to 12 square feet on the leased premises with prior written consent of the Lessor.

8. **CONDITION OF PREMISES.** The Lessee may not make any alterations to the premises without first securing permission in writing from the Lessor to do so.

   The **Lessee** has the obligation to maintain Premises in the same condition in which the Premises were presented, and will keep the premises in a decent, safe, and sanitary condition and will not allow the Premises to deteriorate to a state of disrepair or unsafe condition, normal wear and tear excepted.

9. **BASED-AIRCRAFT.** The LESSEE agrees and understands that this lease renewal is subject to termination if the hangar does not comply with the primary based-aircraft requirement. It is further agreed that the LESSEE shall notify the CITY of Manchester if the hangar is currently empty, vacant, or otherwise unused for its stated primary purpose prior to approval of this lease agreement. If the hangar is currently vacant, the LESSEE agrees that this hangar lease will be terminated unless they have provided written documentation that an N-Numbered aircraft is based at this hangar prior to the expiration of the 90-day period. The CITY will perform an onsite inspection for compliance as needed. Non-based aircraft rental is permitted so long as the primary based-aircraft conditions are met for any specific hangar location.

This based-aircraft requirement shall apply to each LESSEE hangar individually. It is further agreed that all based, or non-based aircraft in said hangar shall be legal N-Numbered aircraft by FAA standards.

10. **ASSIGNMENT.** The LESSEE may not assign or transfer this lease, without prior written consent of the CITY, and any attempt at assignment, or transfer shall be void and at the option of the CITY, deemed sufficient grounds for cancellation and termination of this lease. This restriction does not prohibit the LESSEE from subletting the hangar building or a portion thereof provided that the individual hangar meets the based-aircraft requirement, or any sublet agreement is for an aircraft which is declared as a based-aircraft for the Manchester Airport. If a sublet agreement is proposed for any aircraft which are not based at the Manchester Airport, the subject hangar must first meet the based-aircraft requirement, or prior written authorization is required from the CITY to ensure that all aircraft which wish to be based here are given first opportunity.

11. **AIRPORT IMPROVEMENTS.** The CITY reserves the right to maintain, to repair, to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference of hindrance. The CITY further reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport or requiring Lessee to remove any structure placed upon the premises by Lessee, which in the opinion of LESSOR would limit the usefulness of the airport or constitute a hazard to aircraft. There is hereby reserved to the CITY of Manchester, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

12. **FUTURE HANGAR COMPLEX.** LESSEE understands and agrees that the CITY of Manchester is planning for future construction of a new hangar complex which will be available for based-aircraft once completed. Any LESSEE which currently has an owned-aircraft which is in good standing, and based at Manchester Airport in the east complex will be given the first option at this new leased space. In the event that more requests are received than hangars available, they will be offered to based-aircraft owners in the east complex in the order of original lease date. Any remaining hangars available will be available on a first come basis for based-aircraft owners. Lease rates for this complex will be determined and published once the final construction costs are calculated to determine the final rate. If hangar space remains after this initial offer, it may be extended to aircraft owners which are not based at Manchester Airport at the CITY's discretion on a short term basis.

    It is further agreed that any hangar erected or constructed on said hangar space shall in all respects conform to the plans and specifications approved by the CITY of Manchester, prior to construction thereof. No building shall be allowed to be erected within ten (10) feet of the specific area leased to the LESSEE. Any structure or hangar erected or constructed upon said hangar space shall remain the property of the Lessee, and that said Lessee shall be responsible for any and all insurance on said structure or hangar. The CITY shall not be responsible for any injuries or damages to any aircraft or other property stored or kept upon said hangar space, including theft of the same, and that any insurance on the same shall be the responsibility of the Lessee herein.

13. **COMPLIANCE WITH REGULATIONS AND LAWS.** This lease shall become subordinate to provisions of any existing or future agreement between the CITY and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

    It is further agreed that all FAA aviation rules and regulations for air flight shall be followed. Failure to do so shall be deemed sufficient grounds for cancellation and termination of this lease.

    It is further agreed that the LESSEE will comply with the regulations of the Office of the Secretary of Transportation, more specifically all requirements imposed pursuant to 49 CFR Part 2, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

14. **HOLD HARMLESS.** LESSEE covenants and agrees to hold harmless and indemnify the CITY from all loss from each and every claim and demand of whatever nature made by or on behalf of any person or persons for any wrongful act or omission or condition arising out of the use of the airport on the part of LESSEE, its agents, servants, invites and employees. LESSEE agrees to carry liability insurance to have limits of not less than the following:
    - $100,000.00 for personal injury to any one person
    - $300,000.00 for personal injury in any one accident
    - $100,000.00 for property damage

    Lessee shall file a certificate of insurance with the CITY evidencing that such insurance has been furnished, and that the same will not be cancelled without ten days prior notice to the CITY.

15. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to unreasonably interfere with or adversely affect the use, operation, maintenance or development of the airport.

16. The LESSEE agrees that the CITY has the right to adopt and enforce reasonable rules and regulations and that LESSEE and all his employees, agents, and servants will faithfully observe and comply with all rules. LESSEE will be notified of all rule changes prior to final adoption by the CITY.

17. It is further understood and mutually agreed by and between the parties hereto that this lease contains all of the covenants, stipulations, and agreements between the parties hereto, and that no oral agreements of any kind or character will be made by the parties hereto or any of their officers, agents or employees. It is also agreed that this lease may be altered or changed only by a written agreement executed by the parties hereto, and following a public

hearing thereon as provided by law, and under the same provisions as the public hearing held prior to the execution of this agreement.

18. It is further understood and agreed that this agreement shall be binding upon the CITY and the LESSEE herein and upon the successors and assigns of the said CITY and upon the heirs, beneficiaries, executors, administrators, successors and assigns of said Lessee.

IN WITNESS WHEREOF, said parties have executed this agreement on the day and year first written above.

CITY OF MANCHESTER

BY:_____
Connie Behnken, Mayor

ATTEST:

BY:_____
Erin Learn, City Clerk

STATE OF IOWA)
) **SS:**
COUNTY OF DELAWARE)

On the ____day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, or the City of Manchester, Iowa; that the seal affixed to the foregoing instrument if the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council as contain in Resolution R-_____, passed by the City Council of the City of Manchester, Iowa on the ____day of _____, 2026, and that Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Laura K. Thomas, Notary Public

LESSEE

BY:_____
Taylor Thul

STATE OF IOWA)
) **SS:**
COUNTY OF DELAWARE)

On this the 1 day of JANUARY, 2026 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **TAYLOR THUL**, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Laura K. Thomas
Notary Public

NOTARIAL SEAL • IOWA •
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2026

CITY OF MANCHESTER COMMITTEES & APPOINTMENTS

January 2026

City Administration

City Manager, Vacant
City Clerk|Treasurer, Erin Learn
Deputy City Clerk|Human Resources, Julie Schmitz
Deputy City Clerk, Laura Thomas
City Attorney, Lynch Dallas
Chief of Police, Ben Davis
Fire Chief, Randy Rattenborg
Library Director, Alison Hegland
Building Official|Zoning Administrator, Tim Heims
Parks & Recreation Director, Doug Foley
Street Superintendent, Jason Haight
Water Superintendent, Chad Wulfekuhle
Wastewater Superintendent, Perry Peterson

Elected Officials (4-year term)

Mayor	Connie Behnken	2029
1st Ward Council Member	Joe Dittrick	2027
2nd Ward Council Member	Mary Ann Poynor	2029
3rd Ward Council Member	Bill Scherbring	2027
At-Large Council Member	Bryan Gray	2027
At-Large Council Member	Diane Hammell	2029

MEETINGS & AGENDAS

The regular meetings of the Manchester City Council are scheduled for the second & fourth Mondays of the month at 5:00pm. Meetings are held at Council Chambers, 204 East Main Street. The public is invited to attend. Agendas and Minutes may be found on the City's Website.

The Mayor and all Council Members may be contacted via the City Clerk's Office, by mail, email, phone or directly via their individual email addresses. Contact information can be found on the City's website (www.manchester-ia.org)

The City Office is open from 8:00am - 4:00pm, Monday through Friday.

Mayoral Appointments

Mayor Pro-Tem Mary Ann Poynor

Board of Adjustment (5-year term)

Richard McMahon*	Term expires 6-30-2026
Ron Mortenson	Term expires 6-30-2027
Josh Goranson	Term expires 6-30-2027
Jean Fisher	Term expires 6-30-2028
Doug Hawker	Term expires 6-30-2030

Staff Liaison: Tim Heims, Laura Thomas

Board of Construction Review (2-year term)

Al Kelchen	Term expires 12-31-26
Don Loecke	Term expires 12-31-26
Gerry Heims	Term expires 12-31-27
Mike Loecke	Term expires 12-31-27

Ex-Officio: Connie Behnken, Tim Heims*

Forestry Improvement Committee
Eric Bailey, Bryan Gray, Neil Henkenius, Wayne Miranda, Dean Sherman, JoAnn Swinton
Staff Liaison: Doug Foley, Jason Haight

Library Board of Trustees (6-year term)

Janet Giannini	Expires 6-30-26
Julie Woods	Expires 6-30-26
Ben Engelken	Expires 6-30-26
Lucas Elsbernd	Expires 6-30-28
Millie K Kehrli, PhD	Expires 6-30-28
Allison Hemann	Expires 6-30-28
Anita Palmer	Expires 6-30-30
Nathan Lamb	Expires 6-30-30
Tadd Moorman	Expires 6-30-30

Library Director, Alison Hegland

Parks & Recreation Commission (3-year term)

Annette Lenz	1st Ward	Expires 6-30-2028
Melissa Coates	3rd Ward	Expires 6-30-2026
Nick LaRosa	2nd Ward	Expires 6-30-2026
Mike Wessels*	At-Large	Expires 6-30-2027
Tim Egemo	At-Large	Expires 6-30-2027

Staff Liaison: Doug Foley

Sub Committees

Airport Committee (1-year term)

Jim Fisher	Term expires 12-31-26
Craig Francois	Term expires 12-31-26
Rick Seeley	Term expires 12-31-26
Pat Schmitz	Term expires 12-31-26
Dan Stelken	Term expires 12-31-26
Dean Sherman	Term expires 12-31-26
Bill Scherbring	Council Representative

Staff Liaison: City Manager, Jason Haight, Laura Thomas

Planning & Zoning Commission (4-year term)

David Smith*	Term expires 12-31-26
JoAnn Swinton	Term expires 12-31-26
Scott Wegmann	Term expires 12-31-27
Nancy Oehler	Term expires 12-31-28
Stuart Sleper	Term expires 12-31-28
Autumn Domeyer	Term expires 12-31-29
Ryan Hauser	Term expires 12-31-29

Staff Liaison: City Manager, Tim Heims, Laura Thomas

Downtown/Commercial Incentive Committee
Morgan Weber, Steve Palmer, Roger Lake, Alison Kass
Wayne Burkle, Laura Holtz, Trish LeClere
Staff Liaison: City Manager, Tim Heims, Erin Learn

Wellhead Protection Planning Team
Joe Dittrick, Krystle DeShaw, Alex Linderwell, Luke Ogden
Jade Schneider, Jason Wenger
Staff Liaison: Chad Wulfekuhle, Tim Heims

Personnel|Finance Committee
Mary Ann Poynor, Bill Scherbring
Staff Liaison: City Manager

Accounts Payable Review
Diane Hammell

Appointments to Non-City Boards & Commissions

Community Childcare of Manchester
Mary Ann Poynor

Community Childcare of Manchester Task Force
Diane Hammell

Delaware County Economic Development
Mary Ann Poynor, Alternate-City Manager

Delaware County E-911 & Communications Board
Benjamin Davis, Alternate-Connie Behnken

Delaware County Softball Commission
Doug Foley

Delaware County Solid Waste Commission
Bill Scherbring

Eastern Iowa Regional Housing Authority (2-year term)
Lindsay Domeyer, Sarah Maurer

Facilities Management Committee (Beckman Sports Complex)
Joe Dittrick, Doug Foley

Good to Great Leadership Committee
Mary Ann Poynor, Connie Behnken, City Manager

Greater Delaware County Foundation
Bill Thomas

Manchester Area Chamber of Commerce Board of Directors
Connie Behnken, Alternate-City Manager

NICC Manchester Center
Diane Hammell, City Manager

Regional Planning Affiliation Policy Board (ECIA-RPA)
Connie Behnken, Alternate-City Manager

Regional Planning Affiliation Tech Board (ECIA-RPA)
City Manager, Alternate-Connie Behnken

** Denotes Committee Chairperson*

R-011-2026

A RESOLUTION APPROVING EASEMENTS FOR THE ANDERSON STREET IMPROVEMENT PROJECT

WHEREAS, easements have been drafted and presented as attached hereto between the City of Manchester, Iowa and the property owners listed below which provide the City access to the property as detailed in said easements attached hereto:

Name	**Property Address**	**Type of Easement**
Nicholas & Ashley Bente	405 Anderson Street	Permanent Sidewalk & Utility Easement
Darlene Boge	835 East Fayette Street	Permanent Sidewalk & Utility Easement
Shawn & Perry Bromen	209 Anderson Street	Permanent Sidewalk & Utility Easement
Joyce Edmonds	409 Anderson Street	Permanent Sidewalk & Utility Easement
Gloria Kluesner	201 Anderson Street	Permanent Sidewalk & Utility Easement
Janet Marbach	401 Anderson Street	Permanent Sidewalk & Utility Easement
Crystal & Paul McMullen	833 East Butler Street	Permanent Sidewalk & Utility Easement
Casandra Orr	836 East Fayette Street	Permanent Sidewalk & Utility Easement
Jeremy Sickels, Nathan & Amy Sickels	205 Anderson Street	Permanent Sidewalk & Utility Easement
Kory Young	217 Anderson Street	Permanent Sidewalk & Utility Easement
Lindsay Darling, Gloria Kluesner, Dianne Williams, Cathy Westhoff	105, 107, 109, 111 Anderson Street	Permanent Sidewalk & Utility Easement

; and,

WHEREAS, said easements have been negotiated between the City of Manchester and the abovementioned property owners.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Manchester, Iowa hereby accepts and approves the Easements attached hereto between the City of Manchester and abovementioned property owners. The Mayor and City Clerk are hereby authorized to sign said easement.

PASSED AND APPROVED this 26th day of January, 2026.

ATTEST: Connie Behnken, Mayor

Erin Learn, City Clerk

Prepared by/Return to: Fehr Graham, 221 E Main Street, Suite 301, Manchester, IA 52057, Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Two Hundred Twenty-Five Dollars ($225) and other good and valuable consideration paid to Nicholas and Ashley Bente, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 2-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In the NW 1/4 of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City. The Grantor will remain responsible for snow removal on the sidewalk per the city ordinance.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 19 day of November 2025.

GRANTOR ACKNOWLEDGEMENT

NICHOLAS BENTE, GRANTOR

ASHLEY BENTE, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 19TH day of NOVEMBER, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nicholas and Ashley Bente, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

Notary Public in and for the State of Iowa

SAMUEL R. ERTL
Commission Number 848327
My Commission Expires
MAY 26, 2026

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN THE NW1/4 OF THE NW1/4 OF THE SE1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE **SOUTH 01°16'12" EAST (ASSUMED BEARING), 112.52 FEET** ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION;

THENCE **NORTH 89°52'08" EAST, 7.50 FEET** TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET AND THE POINT OF BEGINNING;

THENCE **CONTINUING NORTH 89°52'08" EAST, 2.00 FEET;**

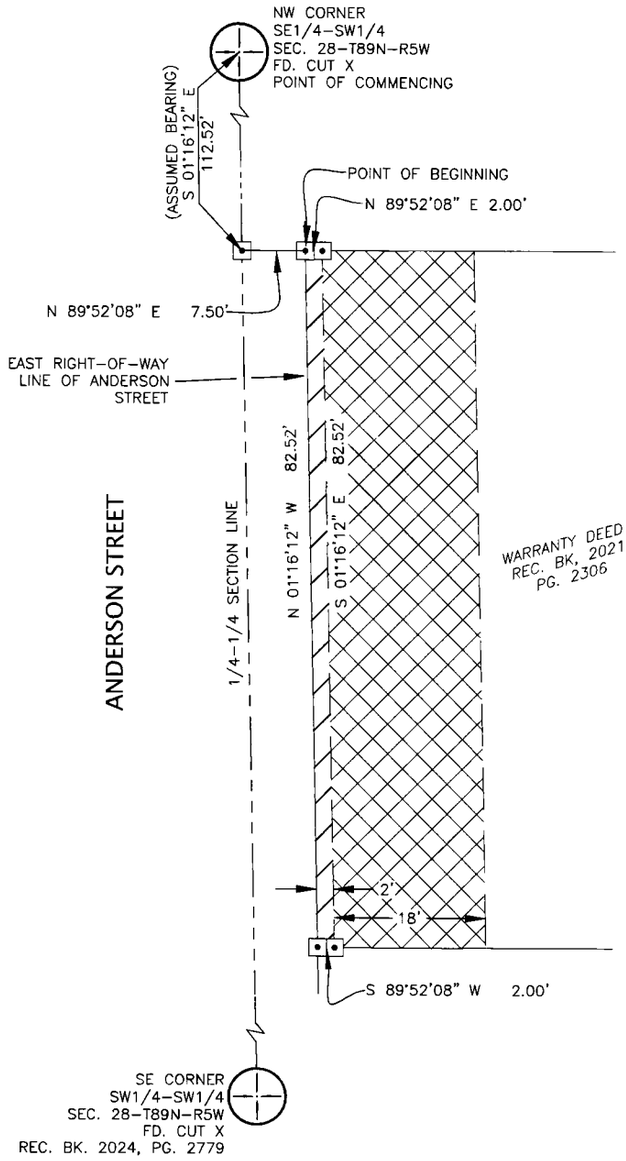
THENCE **SOUTH 01°16'12" EAST, 82.52 FEET;**

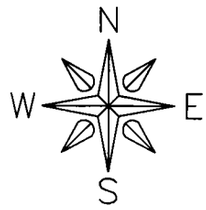
THENCE **SOUTH 89°52'08" WEST, 2.00 FEET** TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET;

THENCE **NORTH 01°16'12" WEST, 82.52 FEET** ALONG SAID EAST LINE TO THE POINT OF BEGINNING;

CONTAINING **165 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED JUNE 27, 2002, IN BOOK 2002, PAGE 2083; TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED SEPTEMBER 23, 2002, IN BOOK 2002, PAGE 3414; BOTH ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.





SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

PROPRIETOR/OWNER:
BENTE, NICHOLAS & ASHLEY
405 ANDERSON ST
MANCHESTER IA, 52057

REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
165 SQ. FT.

TEMPORARY EASEMENT
1485 SQ. FT.

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2"ø REBAR W/RPC #7060
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4-1/4 SECTION LINE
- EXISTING PROPERTY LINE
- PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

20' 10' 0 20'

GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker — 08/19/2025

Adam J. Recker, P.L.S. — Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E Main Street, Suite 301, Manchester, IA 52057, Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Seven Hundred Dollars ($700) and other good and valuable consideration paid to Darlene Boge, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 2-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In Parcel 2013-14 in Lot 6 of Iowa Land Company's Addition to Manchester in the SW 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City. The Grantor will remain responsible for snow removal on the sidewalk per the city ordinance.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 19TH day of NOVEMBER 2025.

GRANTOR ACKNOWLEDGEMENT

Darlene Boge
DARLENE BOGE, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 19TH day of NOVEMBER, 2025, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Darlene Boge, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Samuel R. Ertl
Notary Public in and for the State of Iowa

SAMUEL R. ERTL
Commission Number 848327
My Commission Expires
MAY 26, 2026

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN PARCEL 2013-14 IN LOT 6 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IN THE SW1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN PARCEL 2013-14 IN LOT 6 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2013-14;

THENCE **NORTH 01°15'02" WEST (ASSUMED BEARING), 125.75 FEET** ALONG THE EAST LINE OF PARCEL 2013-14 TO THE NORTH LINE THEREOF;

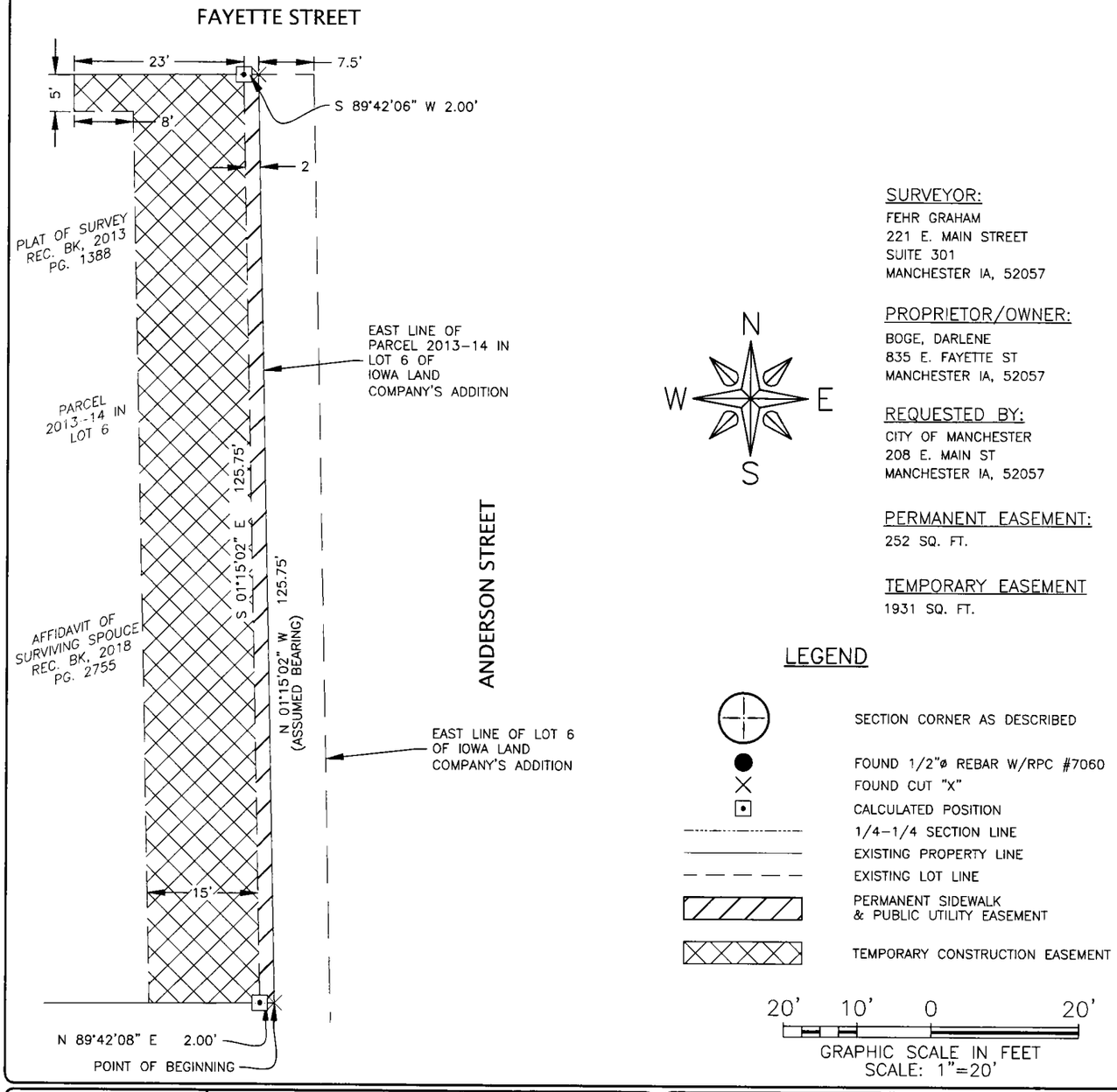
THENCE **SOUTH 89°42'06" WEST, 2.00 FEET** ALONG SAID NORTH LINE;

THENCE **SOUTH 01°15'02" EAST, 125.75 FEET** TO THE SOUTH LINE OF SAID PARCEL 2013-15;

THENCE **NORTH 89°42'08" EAST, 2.00 FEET** ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

CONTAINING **252 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY LYLE G. TEKIPPE, RECORDED APRIL 24, 2013, IN BOOK 2013, PAGE 1388, ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.



SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

PROPRIETOR/OWNER:
BOGE, DARLENE
835 E. FAYETTE ST
MANCHESTER IA, 52057

REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
252 SQ. FT.

TEMPORARY EASEMENT
1931 SQ. FT.

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2"ø REBAR W/RPC #7060
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4-1/4 SECTION LINE
- EXISTING PROPERTY LINE
- EXISTING LOT LINE
- PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

20' 10' 0 20'
GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker — 08/19/2025
Adam J. Recker, P.L.S. — Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E Main Street, Suite 301, Manchester, IA 52057, Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Six Hundred Dollars ($600) and other good and valuable consideration paid to Shawn and Perry Bromen, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 4-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In a Part of Parcel A in the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 01 day of October 2025.

GRANTOR ACKNOWLEDGEMENT

Shawn Bromen
SHAWN BROMEN, GRANTOR

PERRY BROMEN, GRANTOR

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2026

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 1 day of October, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shawn and Perry Bromen, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

Laura K. Thomas
Notary Public in and for the State of Iowa

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF PARCEL A IN THE SE1/4 OF THE SW 1/4 OF SECTION 28–T89N–R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF PARCEL A IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE **NORTH 01°16'12" WEST (ASSUMED BEARING), 539.68 FEET** ALONG THE WEST LINE OF SAID QUARTER–QUARTER SECTION TO THE EXTENSION OF THE NORTH LINE OF PARCEL A;

THENCE **NORTH 89°32'45" EAST, 6.08 FEET** ALONG NORTH LINE OF SAID PARCEL A TO THE EAST RIGHT–OF–WAY LINE OF ANDERSON STREET AND THE POINT OF BEGINNING;

THENCE **CONTINUING NORTH 89°32'45" EAST, 4.00 FEET** ALONG SAID NORTH LINE;

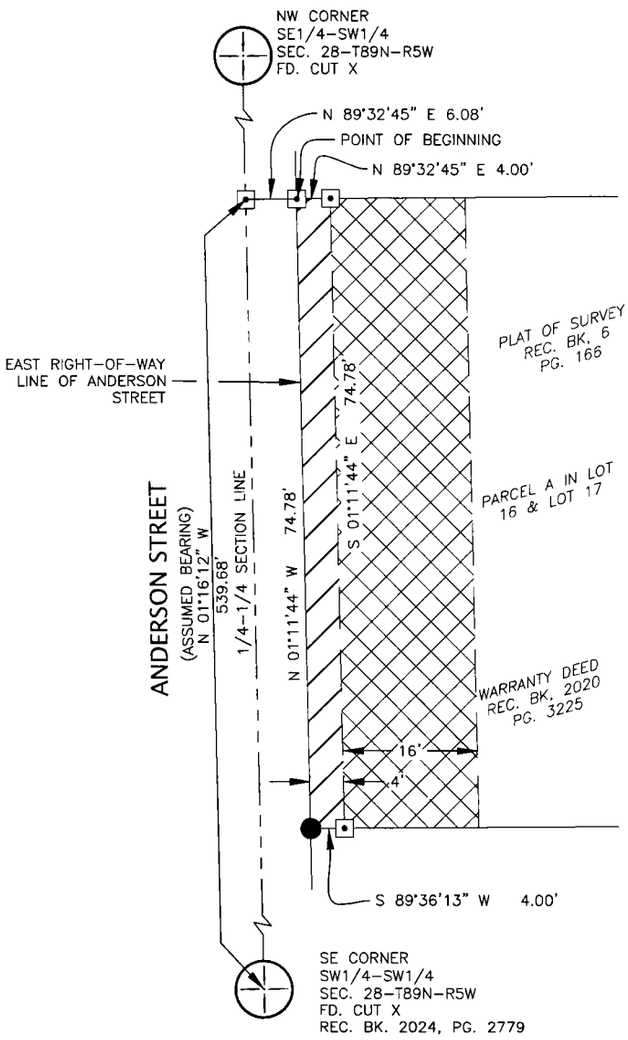
THENCE **SOUTH 01°11'44" EAST, 74.78 FEET** TO THE SOUTH LINE OF SAID PARCEL A;

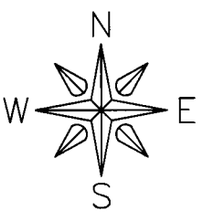
THENCE **SOUTH 89°36'13" WEST, 4.00 FEET** ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID PARCEL;

THENCE **NORTH 01°11'44" WEST (ASSUMED BEARING), 74.78 FEET** ALONG THE SAID WEST LINE A TO THE NORTH LINE THEREOF AND THE POINT OF BEGINNING;

CONTAINING **299 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY J. BAILEY, RECORDED JANUARY 4, 1875, IN BOOK A, PAGE 4; TO A SURVEY AND PLAT MADE BY J. DAVID GIBBS, RECORDED NOVEMBER 6, 1991, IN BOOK 6, PAGE 166, BOTH ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.





SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

PROPRIETOR/OWNER:
BROMEN, SHAWN & PERRY
209 ANDERSON ST
MANCHESTER IA, 52057

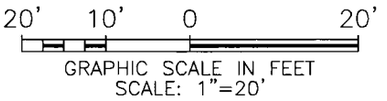
REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
299 SQ. FT.

TEMPORARY EASEMENT
1197 SQ. FT.

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2"ø REBAR W/YPC
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4–1/4 SECTION LINE
- EXISTING PROPERTY LINE
- PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker — 08/19/2025

Adam J. Recker, P.L.S. — Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25–546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E MAIN ST, SUITE 301, MANCHESTER, IA 52057 - Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Seven Hundred Seventy Dollars ($770) and other good and valuable consideration paid to Joyce Ann Edmonds, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In the NW 1/4 of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City. The Grantor will remain responsible for snow removal on the sidewalk per the city ordinance.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period. The existing trees within the proposed temporary construction easement area will not be removed. Grading and seeding may be completed around the existing trees.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 15 day of September 2025.

GRANTOR ACKNOWLEDGEMENT

Joyce A Edmonds
JOYCE ANN EDMONDS, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 15 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joyce Ann Edmonds, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Laura K. Thomas
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2026

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN THE NW1/4 OF THE NW1/4 OF THE SE1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS A PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE **NORTH 89°52'08" EAST (ASSUMED BEARING), 7.50 FEET** ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET AND TO THE POINT OF BEGINNING;

THENCE **CONTINUING NORTH 89°52'08" EAST, 10.00 FEET** ALONG SAID NORTH LINE;

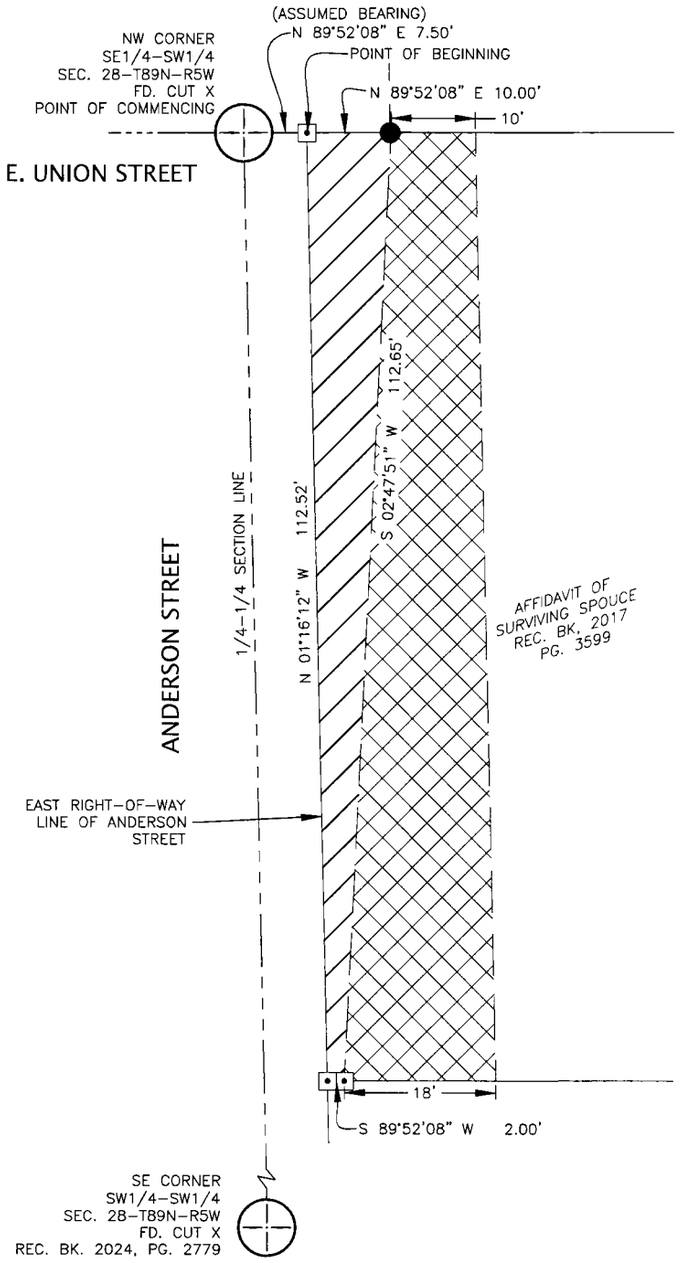
THENCE **SOUTH 02°47'47" WEST, 112.65 FEET;**

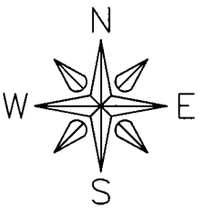
THENCE **SOUTH 89°52'08" WEST, 2.00 FEET** TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET;

THENCE **NORTH 01°16'12" WEST, 112.52 FEET** ALONG SAID EAST LINE TO THE POINT OF BEGINNING;

CONTAINING **674 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED JUNE 27, 2002, IN BOOK 2002, PAGE 2083; TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED SEPTEMBER 23, 2002, IN BOOK 2002, PAGE 3414; BOTH ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.





SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

PROPRIETOR/OWNER:
EDMONDS, JOYCE ANN
409 ANDERSON ST
MANCHESTER IA, 52057

REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
674 SQ. FT.

TEMPORARY EASEMENT
1576 SQ. FT.

LEGEND

SECTION CORNER AS DESCRIBED
FOUND 1/2"ø REBAR W/RPC #7060
FOUND CUT "X"
CALCULATED POSITION
1/4-1/4 SECTION LINE
EXISTING PROPERTY LINE
PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

20' 10' 0 20'
GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker 08/19/2025
Adam J. Recker, P.L.S. Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546
SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E MAIN ST, SUITE 301, MANCHESTER, IA 52057 - Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Six Hundred Thirty Dollars ($630) and other good and valuable consideration paid to Gloria Ann Kluesner, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 4-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In a Part of Parcel C in the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 2 day of Sept 2025.

GRANTOR ACKNOWLEDGEMENT

Gloria Ann Kluesner
GLORIA ANN KLUESNER, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 8 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gloria Ann Kluesner, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Laura K. Thomas
Notary Public in and for the State of Iowa

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF PARCEL C IN THE SE1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN A PART OF PARCEL C IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE **NORTH 01°16'12" WEST (ASSUMED BEARING), 368.16 FEET** ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION TO THE EXTENSION OF THE NORTH LINE OF PARCEL C;

THENCE **NORTH 89°40'36" EAST, 5.86 FEET** ALONG SAID NORTH LINE;

THENCE **CONTINUING NORTH 89°40'36" EAST, 4.00 FEET** ALONG SAID NORTH LINE;

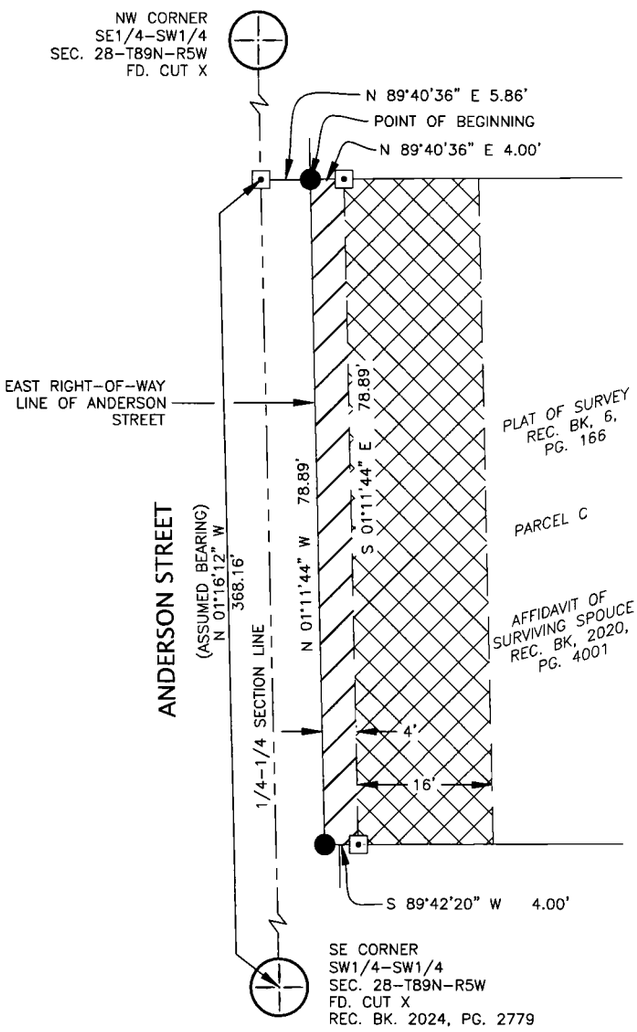
THENCE **SOUTH 01°11'44" EAST, 78.89 FEET** TO THE TO THE SOUTH LINE OF SAID PARCEL;

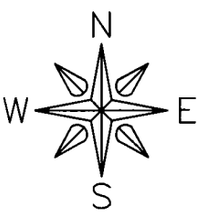
THENCE **SOUTH 89°42'20" WEST, 4.00 FEET** ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID PARCEL;

THENCE **NORTH 01°11'44" WEST (ASSUMED BEARING), 78.89 FEET** ALONG THE SAID WEST LINE TO THE NORTH LINE THEREOF AND THE POINT OF BEGINNING;

CONTAINING **316 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY J. BAILEY, RECORDED JANUARY 4, 1875, IN BOOK A, PAGE 4; TO A SURVEY AND PLAT MADE BY J. DAVID GIBBS, RECORDED NOVEMBER 6, 1991, IN BOOK 6, PAGE 166, BOTH ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.





SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

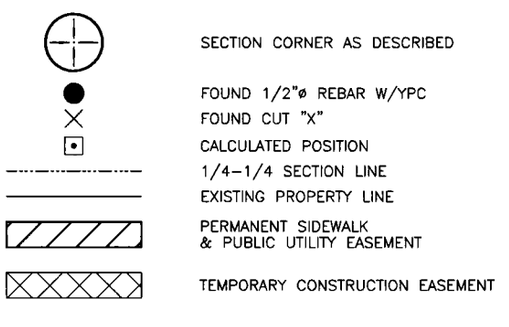
PROPRIETOR/OWNER:
KLUESNER, GLORIA ANN
205 ANDERSON ST
MANCHESTER IA, 52057

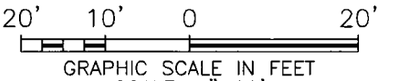
REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
316 SQ. FT.

TEMPORARY EASEMENT
1263 SQ. FT.

LEGEND





GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker, P.L.S. — 08/19/2025 Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E MAIN ST, SUITE 301, MANCHESTER, IA 52057 - Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Two Hundred Ninety Dollars ($290) and other good and valuable consideration paid to Janet Marbach, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 2-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In the NW 1/4 of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City. The Grantor will remain responsible for snow removal on the sidewalk per the city ordinance.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 10th day of September 2025.

GRANTOR ACKNOWLEDGEMENT

Janet Marbach (POA)
JANET MARBACH, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Janet Marbach, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

_____
Notary Public in and for the State of Iowa

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN THE NW1/4 OF THE NW1/4 OF THE SE1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION;

THENCE **SOUTH 01°16'12" EAST (ASSUMED BEARING), 195.04 FEET** ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION;

THENCE **NORTH 89°52'08" EAST, 7.50 FEET** TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET AND THE POINT OF BEGINNING;

THENCE **CONTINUING NORTH 89°52'08" EAST, 2.00 FEET;**

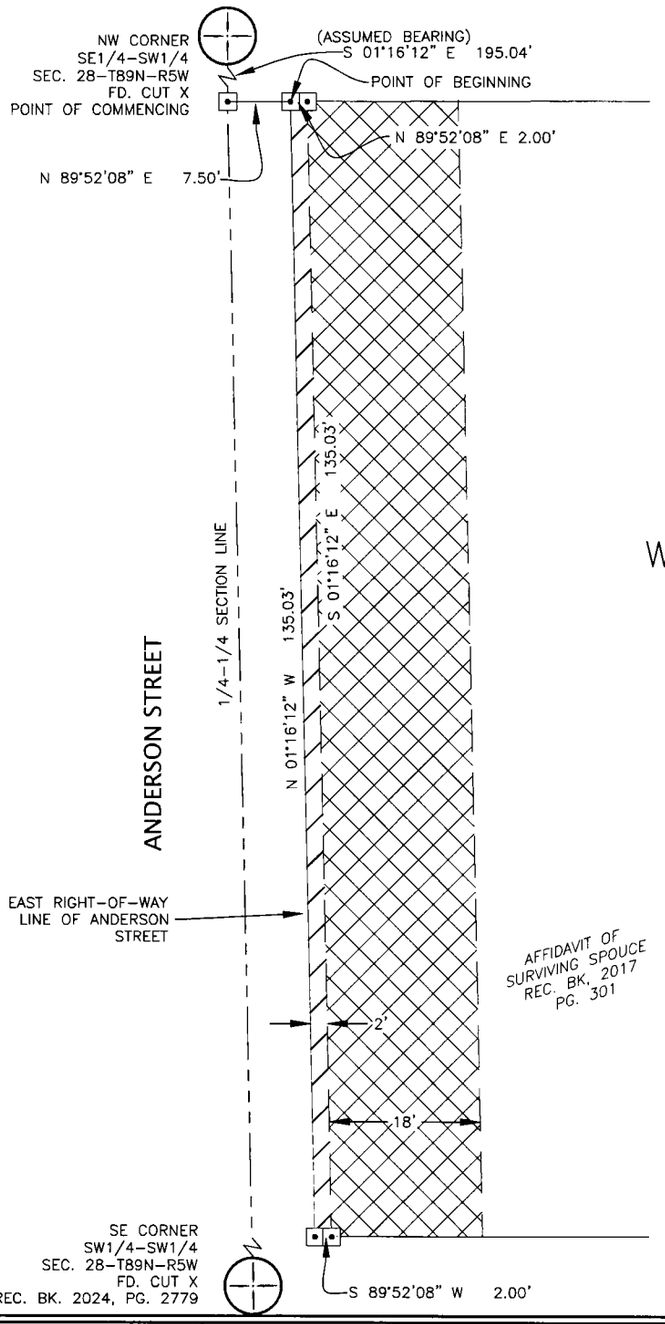
THENCE **SOUTH 01°16'12" EAST, 135.03 FEET;**

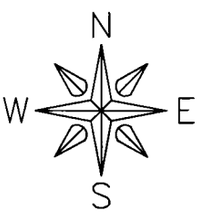
THENCE **SOUTH 89°52'08" WEST, 2.00 FEET** TO SAID EAST RIGHT-OF-WAY LINE;

THENCE **NORTH 01°16'12" WEST, 135.03 FEET** ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

CONTAINING **270 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED JUNE 27, 2002, IN BOOK 2002, PAGE 2083; TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED SEPTEMBER 23, 2002, IN BOOK 2002, PAGE 3414; BOTH ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.





SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

PROPRIETOR/OWNER:
MARBACH, JANET
401 ANDERSON ST
MANCHESTER IA, 52057

REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
270 SQ. FT.

TEMPORARY EASEMENT
2430 SQ. FT.

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2"ø REBAR W/RPC #7060
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4-1/4 SECTION LINE
- EXISTING PROPERTY LINE
- PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

20' 10' 0 20'
GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker 08/19/2025
Adam J. Recker, P.L.S. Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM

ILLINOIS
IOWA
WISCONSIN

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JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E Main Street, Suite 301, Manchester, IA 52057, Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Six Hundred Twenty-Five Dollars ($625) and other good and valuable consideration paid to Crystal and Paul McMullen, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 2-feet wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In Lot 7 of Iowa Land Company's Addition to Manchester, In the SW 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City. The Grantor will remain responsible for snow removal on the sidewalk per the city ordinance.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 19th day of January 2026.

GRANTOR ACKNOWLEDGEMENT

CRYSTAL MCMULLEN, GRANTOR

PAUL MCMULLEN, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 19TH day of JANUARY, 2026, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Crystal and Paul McMullen, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

NOTARIAL SEAL IOWA
SAMUEL R. ERTL
Commission Number 848327
My Commission Expires
MAY 26, 2026

Notary Public in and for the State of Iowa

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN LOT 7 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IN THE SW1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN LOT 7 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7;

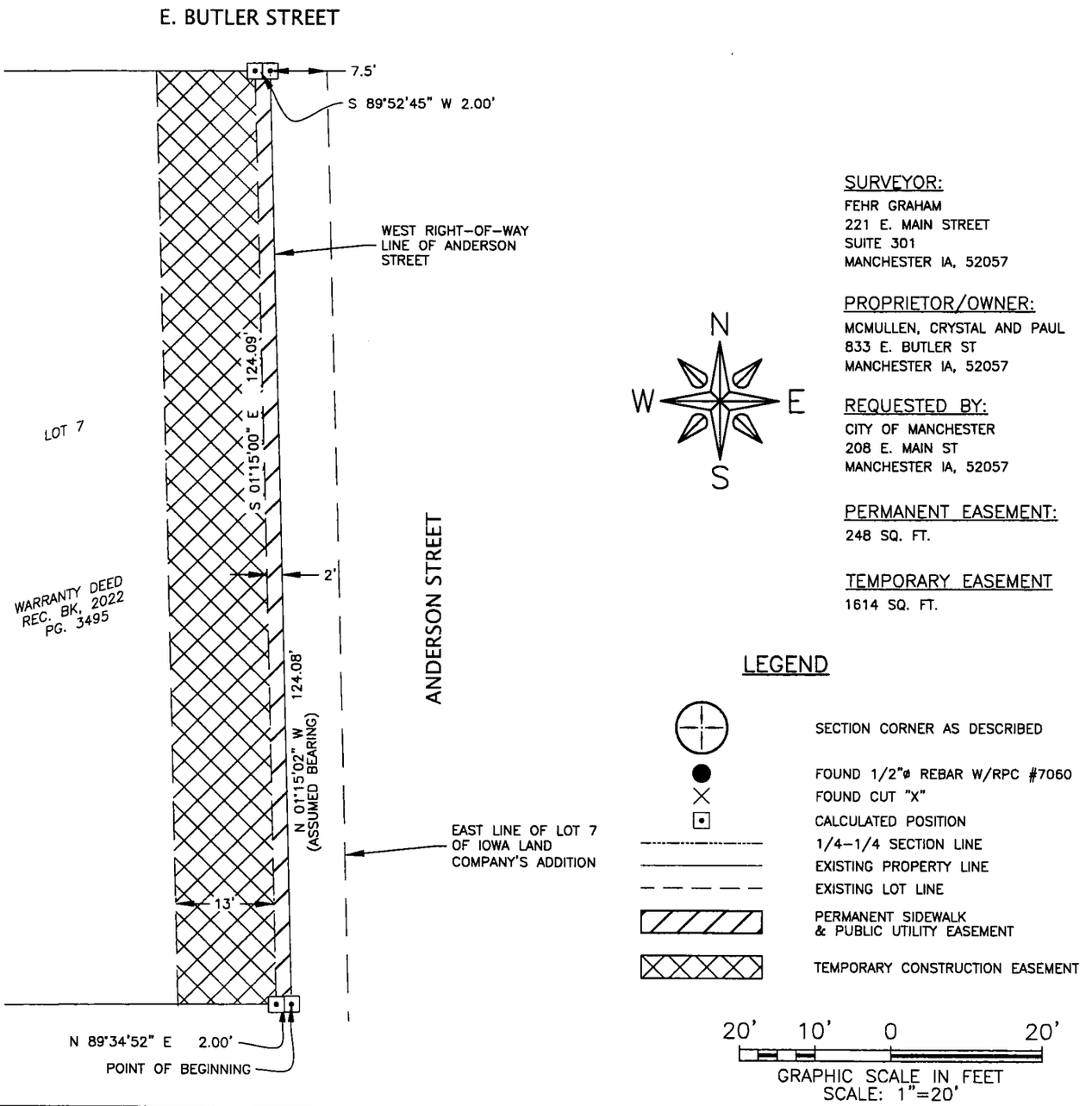
THENCE **NORTH 01°15'02" WEST (ASSUMED BEARING), 124.08 FEET** ALONG THE EAST LINE OF LOT 7 TO THE NORTH LINE OF LOT 7;

THENCE **SOUTH 89°52'45" WEST, 2.00 FEET** ALONG SAID NORTH LINE;

THENCE **SOUTH 01°15'00" EAST, 124.09 FEET** TO THE SOUTH DEED LINE;

THENCE **NORTH 89°34'52" EAST, 2.00 FEET** ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

CONTAINING **248 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.



PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker, P.L.S. — 08/19/2025 Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E Main Street, Suite 301, Manchester, IA 52057, Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Seven Hundred Five Dollars ($705) and other good and valuable consideration paid to Casandra Orr, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 2-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

Lot 7 of Iowa Land Company's Addition to Manchester the SW 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City. The Grantor will remain responsible for snow removal on the sidewalk per the city ordinance.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 22nd day of December 2025.

GRANTOR ACKNOWLEDGEMENT

CASANDRA ORR, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 22nd day of DECEMBER, 2025, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Casandra Orr, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

Notary Public in and for the State of Iowa

SAMUEL R. ERTL
Commission Number 848327
My Commission Expires
MAY 26, 2026

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN LOT 7 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IN THE SW1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN LOT 7 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7;

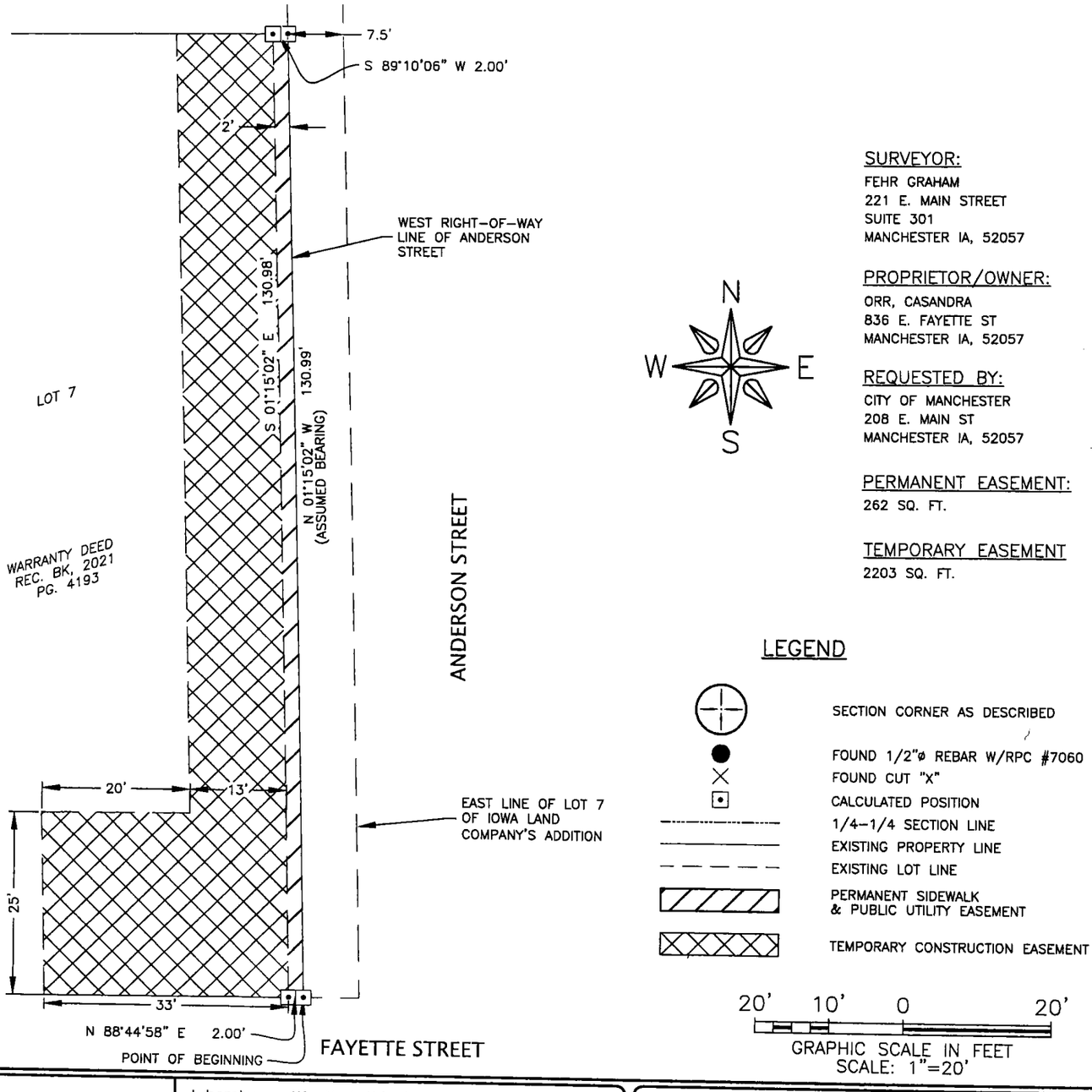
THENCE **NORTH 01°15'02" WEST (ASSUMED BEARING), 130.99 FEET** ALONG THE EAST LINE OF LOT 7 TO THE NORTH DEED LINE;

THENCE **SOUTH 89°10'06" WEST, 2.00 FEET** ALONG SAID NORTH LINE;

THENCE **SOUTH 01°15'02" EAST, 130.98 FEET** TO THE SOUTH LINE OF SAID LOT 7;

THENCE **NORTH 89°44'58" EAST, 2.00 FEET** ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

CONTAINING **262 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.



SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

PROPRIETOR/OWNER:
ORR, CASANDRA
836 E. FAYETTE ST
MANCHESTER IA, 52057

REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
262 SQ. FT.

TEMPORARY EASEMENT
2203 SQ. FT.

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2"ø REBAR W/RPC #7060
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4-1/4 SECTION LINE
- EXISTING PROPERTY LINE
- EXISTING LOT LINE
- PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

20' 10' 0 20'
GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker, P.L.S. 08/19/2025
Adam J. Recker, P.L.S. Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E MAIN ST, SUITE 301, MANCHESTER, IA 52057 - Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Seven Hundred Thirty-Five Dollars ($735) paid in two sums of Three Hundred and Sixty Seven Dollars and Fifty Cents ($367.50) and other good and valuable consideration paid to Jeremy Sickels and Nathan and Amy Sickels, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 4-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In a Part of Parcel B in the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 10th day of Oct. 2025.

GRANTOR ACKNOWLEDGEMENT

JEREMY SICKELS, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 10th day of Oct., 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeremy Sickels, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the instrument as his voluntary act and deed.

JENNIFER F. ESCHEN
Commission Number 792727
My Commission Expires
10.19.25

Notary Public in and for the State of Iowa

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 10th day of Oct 2025.

GRANTOR ACKNOWLEDGEMENT

NATHAN SICKELS, GRANTOR

AMY SICKELS, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 10th day of Oct, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nathan and Amy Sickels, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

JENNIFER F. ESCHEN
Commission Number 792727
My Commission Expires
10.19.27

Notary Public in and for the State of Iowa

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF PARCEL B IN THE SE1/4 OF THE SW1/4 OF SECTION 28–T89N–R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF PARCEL B IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE **NORTH 01°16'12" WEST (ASSUMED BEARING), 464.91 FEET** ALONG THE WEST LINE OF SAID QUARTER–QUARTER SECTION TO THE EXTENSION OF THE NORTH LINE OF PARCEL B;

THENCE **NORTH 89°36'13" EAST, 6.00 FEET** ALONG SAID NORTH LINE;

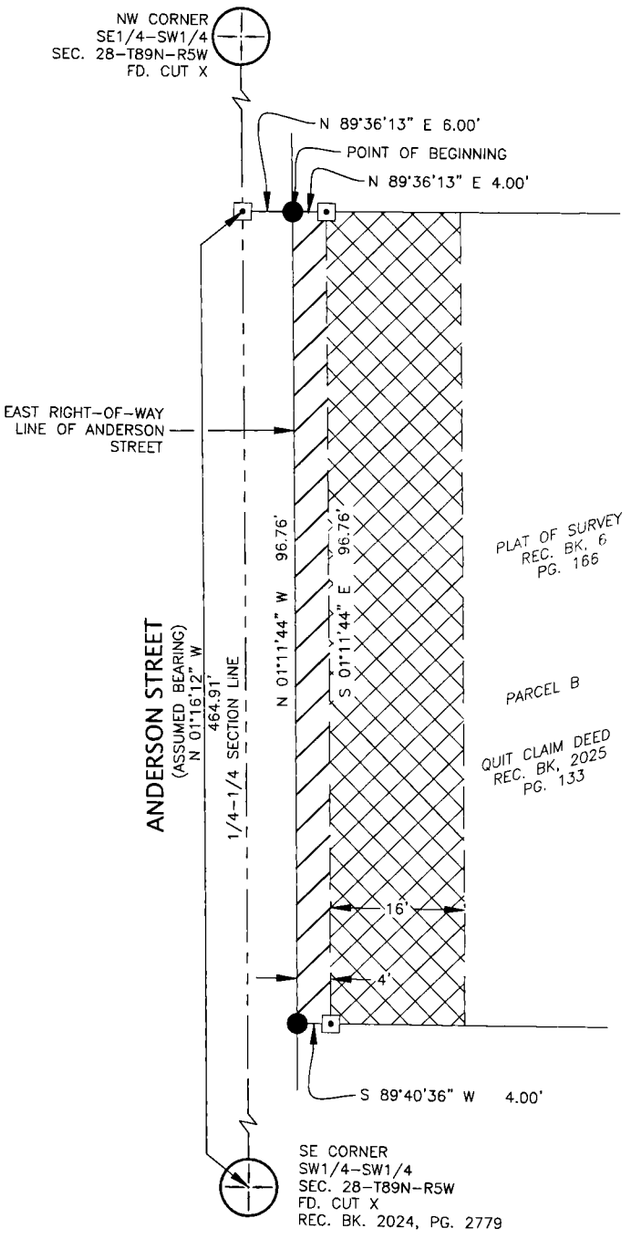
THENCE **SOUTH 01°11'44" EAST, 96.76 FEET** TO THE SOUTH LINE OF SAID PARCEL B;

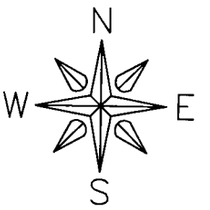
THENCE **SOUTH 89°40'36" WEST, 4.00 FEET** ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID PARCEL;

THENCE **NORTH 01°11'44" WEST, 96.76 FEET** ALONG THE SAID WEST LINE OF PARCEL B TO THE NORTH LINE THEREOF AND THE POINT OF BEGINNING;

CONTAINING **387 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY J. BAILEY, RECORDED JANUARY 4, 1875, IN BOOK A, PAGE 4; TO A SURVEY AND PLAT MADE BY J. DAVID GIBBS, RECORDED NOVEMBER 6, 1991, IN BOOK 6, PAGE 166, BOTH ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.





SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

PROPRIETOR/OWNER:
PRIMARY OWNER
SICKELS, JEREMY
C/O SICKELS, JANE
205 ANDERSON ST
MANCHESTER IA, 52057

SECONDARY OWNER
SICKELS, NATHAN & AMY
1040 W 9TH AVE
MARION IA, 52302

REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
387 SQ. FT.

TEMPORARY EASEMENT
1548 SQ. FT.

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2"ø REBAR W/YPC
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4–1/4 SECTION LINE
- EXISTING PROPERTY LINE
- PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

20' 10' 0 20'
GRAPHIC SCALE IN FEET
SCALE: 1"=20'

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker, P.L.S.
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

08/19/2025
Date

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

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JOB NUMBER: 25–546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E MAIN ST, SUITE 301, MANCHESTER, IA 52057 - Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of One Thousand Eighty-Five Dollars ($1,085) and other good and valuable consideration paid to Kory Young, hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 4-feet wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In a Part of Lot 16 in the Subdivision of Lot 1 of the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 20 day of January 2026.

GRANTOR ACKNOWLEDGEMENT

KORY YOUNG, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 20th day of January, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kory Young, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the instrument as his voluntary act and deed.

Laura K. Thomas
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2026

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF LOT 16 IN THE SUBDIVISION OF LOT 1 OF THE SE1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 4 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF LOT 16 IN THE SUBDIVISION OF LOT 1 OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE **NORTH 01°16'12" WEST (ASSUMED BEARING), 539.68 FEET** ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION TO THE EXTENSION OF THE NORTH LINE OF PARCEL A;

THENCE **NORTH 89°32'45" EAST, 6.08 FEET** ALONG SAID NORTH LINE EXTENSION TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET AND THE POINT OF BEGINNING;

THENCE **NORTH 01°11'44" WEST, 99.27 FEET** ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF BUTLER STREET AND NORTH LINE OF SAID LOT 16;

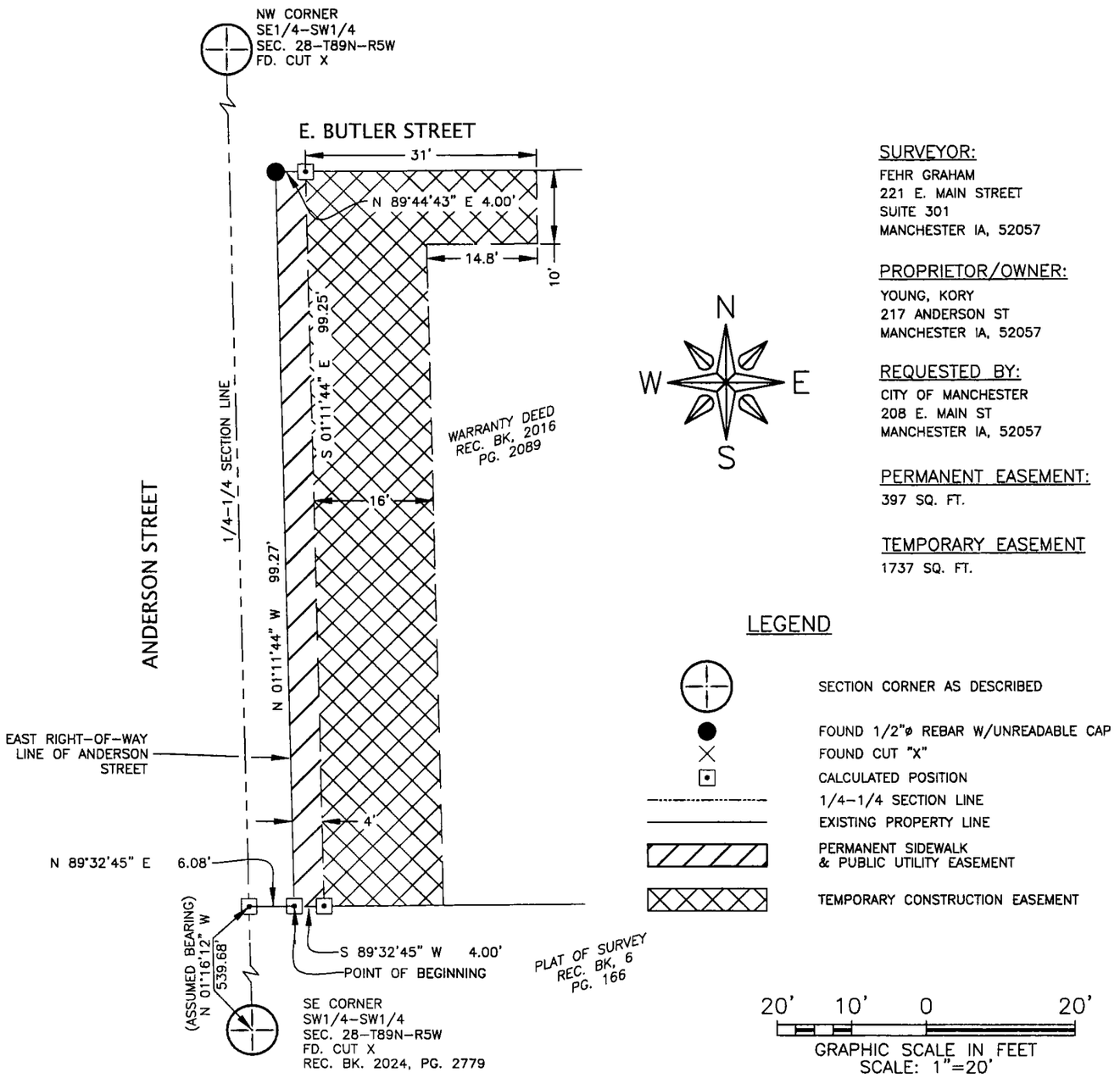
THENCE **NORTH 89°44'43" EAST, 4.00 FEET** ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTH LINE;

THENCE **SOUTH 01°11'44" EAST, 99.25 FEET** TO THE NORTH LINE OF SAID PARCEL A;

THENCE **SOUTH 89°32'45" WEST, 4.00 FEET** ALONG SAID NORTH LINE TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET AND THE POINT OF BEGINNING;

CONTAINING **397 SQUARE FEET**, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY J. BAILEY, RECORDED JANUARY 4, 1875, IN BOOK A, PAGE 4; TO A SURVEY AND PLAT MADE BY J. DAVID GIBBS, RECORDED NOVEMBER 6, 1991, IN BOOK 6, PAGE 166, BOTH ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.



PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker, P.L.S. — 08/19/2025 Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

Prepared by/Return to: Fehr Graham, 221 E MAIN ST, SUITE 301, MANCHESTER, IA 52057 - Ph. 563.927.2060

PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Five Hundred Seventy Dollars ($570) paid in four sums of One Hundred Forty-Two Dollars and Fifty Cents ($142.50) and other good and valuable consideration paid individually to Lindsay Darling, Gloria Kluesner, Dianne Williams, and Cathy Westhoff hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 2-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In a Part of Anderson Park, a Condominium, of Lot 4 of the Subdivision of the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.

2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 8 day of September 2025.

GRANTOR ACKNOWLEDGEMENT

Lindsay Darling
LINDSAY DARLING, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 8 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lindsay Darling, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Kelsey A Casey
Notary Public in and for the State of Iowa

KELSEY A. CASEY
Commission Number 825784
My Commission Expires
June 16, 2026

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 8 day of Sept 2025.

GRANTOR ACKNOWLEDGEMENT

Gloria Kluesner
GLORIA KLUESNER, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 8 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gloria Kluesner, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Laura K. Thomas
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2026

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 9 day of September 2025.

GRANTOR ACKNOWLEDGEMENT

Dianne Williams
DIANNE WILLIAMS, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 9th day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dianne Williams, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Tracy L Fonck
Notary Public in and for the State of Iowa

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 9 day of September 2025.

GRANTOR ACKNOWLEDGEMENT

CATHY WESTHOFF, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 9 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cathy Westhoff, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Notary Public in and for the State of Iowa

SARAH ELIZABETH MAURER
Commission Number 779196
My Commission Expires
07-02-2028

GRANTEE ACKNOWLEDGEMENT

CITY OF MANCHESTER

By:_____
Connie Behnken, Mayor

ATTEST:

By:_____
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, on the _____ day of _____, 2026, and Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

EXHIBIT "A"
A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF ANDERSON PARK, A CONDOMINIUM, OF LOT 4 OF THE SUBDIVISION OF THE SE1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: THIS IS A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF ANDERSON PARK, A CONDOMINIUM, OF LOT 4 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE **NORTH 01°16'12" WEST (ASSUMED BEARING), 289.28 FEET** ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION TO THE NORTH LINE OF LOT 4;

THENCE **NORTH 89°42'20" EAST, 7.50 FEET** ALONG SAID NORTH LINE TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET;

THENCE **CONTINUING NORTH 89°42'20" EAST, 2.00 FEET** ALONG SAID NORTH LINE;

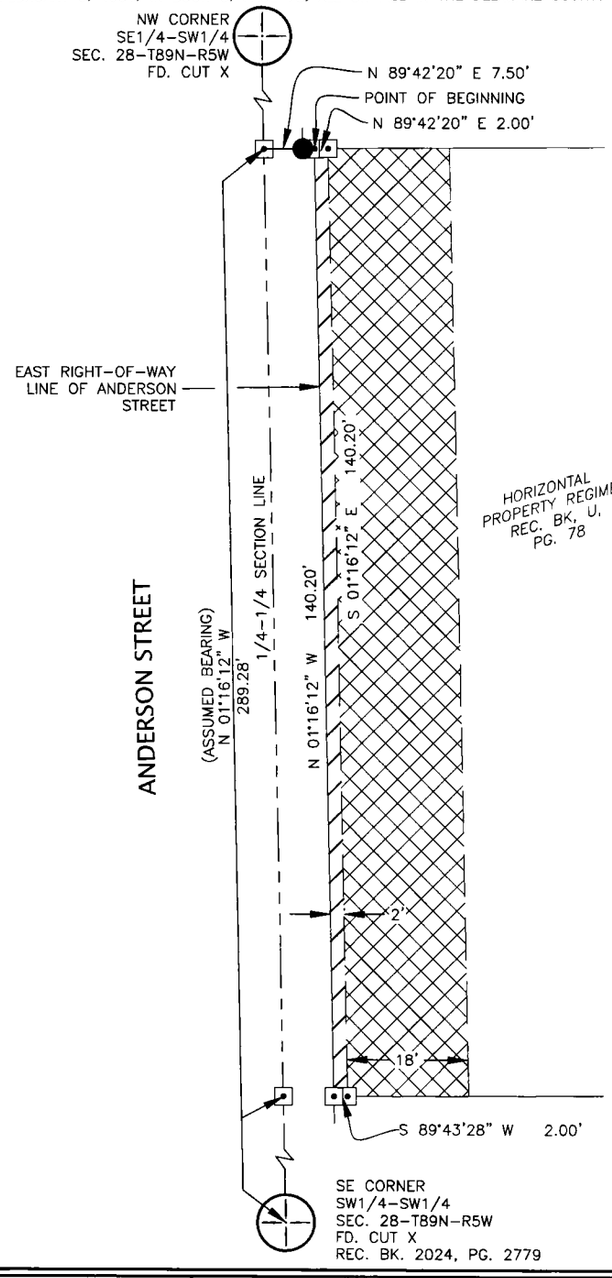
THENCE **SOUTH 01°16'12" EAST, 140.20 FEET;**

THENCE **SOUTH 89°43'28" WEST, 2.00 FEET** TO THE SAID EAST RIGHT-OF-WAY LINE;

THENCE **NORTH 01°16'12" WEST 140.20 FEET** ALONG THE SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

CONTAINING **280 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY J. BAILEY, RECORDED JANUARY 4, 1875, IN BOOK A, PAGE 4; TO A SURVEY AND PLAT MADE BY J. DAVID GIBBS, RECORDED NOVEMBER 6, 1991, IN BOOK 6, PAGE 166; TO A HORIZONTAL PROPERTY REGIME FOR ANDERSON PARK, A CONDOMINIUM, RECORDED FEBRUARY 3, 1981, IN BOOK U, PAGE 78; ALL ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.



SURVEYOR:
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

REQUESTED BY:
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:
280 SQ. FT.

TEMPORARY EASEMENT
2524 SQ. FT.

PROPRIETOR/OWNER:
OWNER
DARLING, LINDSAY
111 ANDERSON ST
MANCHESTER, IOWA 52057

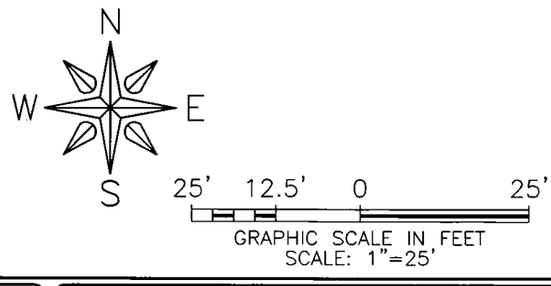
OWNER
KLUESNER, GLORIA
109 ANDERSON ST
MANCHESTER, IOWA 52057

OWNER
WILLIAMS, DIANNE
107 ANDERSON ST
MANCHESTER, IOWA 52057

OWNER
WESTHOFF, CATHY
105 ANDERSON ST
MANCHESTER, IOWA 52057

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2"ø REBAR W/YPC
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4-1/4 SECTION LINE
- EXISTING PROPERTY LINE
- PERMANENT SIDEWALK & PUBLIC UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker — 08/19/2025
Adam J. Recker, P.L.S. — Date
License Number: 24627
My license renewal date is December 31, 2025.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2025 FEHR GRAHAM
ILLINOIS
IOWA
WISCONSIN

G:\C3D\25\25-546\25-546 EASEMENTS.dwg

JOB NUMBER: 25-546

SHEET NUMBER: 1 of 1

RESOLUTION NO. R-012-2026

Resolution setting the date for public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder

WHEREAS, the City of Manchester (the "City"), in Delaware County, State of Iowa, proposes to enter into a General Obligation Corporate Purpose Loan Agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $2,000,000 for the purpose of paying the costs, to that extent, of (a) constructing street, sidewalk, storm water drainage, sanitary sewer system and water system improvements; and (b) acquiring and installing street lighting, signage and signalization improvements (the "Projects"); and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Manchester, Iowa, as follows:

Section 1. This City Council shall meet on February 23, 2026, at the City Council Chambers, 204 East Main Street, Manchester, Iowa, at 5:00 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,000,000

(GENERAL OBLIGATION)

The City Council of the City of Manchester, Iowa (the "City"), will meet on February 23, 2026, at the City Council Chambers, 204 East Main Street, Manchester, Iowa, at 5:00 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $2,000,000 for the purpose of paying the costs, to that extent, of (a) constructing street, sidewalk, storm water drainage, sanitary sewer system and water system improvements; and (b) acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be $39.64, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Manchester, Iowa.

Erin Learn
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately $2,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this January 26, 2026.

_____
Mayor

Attest:

_____
City Clerk