



**City Council
City of Manchester
Special Meeting & Committee of the Whole Meeting**

Monday, March 2, 2026 at 5:00 PM | 204 East Main Street

- 1. Call to Order**
- 2. Roll Call**
- 3. Special Meeting Agenda Items**
 - 3.1. Consider approval of Resolution R-026-2026 Approving Contract & Performance and/or Payment Bonds for the 2026 Anderson Street Improvements Project
- 4. Committee of the Whole Agenda Items**
 - 4.1. Discussion on Lincoln School Redevelopment Proposal
 - 4.2. Parking Violations Fine Review
 - 4.3. Parks/Streets Equipment Discussion
 - 4.4. Animal Waste Ordinance Update
 - 4.5. Publication Timeframe Ordinance Update
 - 4.6. Engineering Updates
 - 4.7. Staff Updates
 - 4.8. City Council Updates
 - 4.9. Fiscal Year 2027 Budget Review
- 5. Adjournment**

RESOLUTION NO. R-026-2026

Resolution approving contract and performance and/or payment bonds for the 2026 Anderson Street Improvements Project

WHEREAS, the City Council of the City of Manchester, Iowa, has heretofore awarded a contract for the 2026 Anderson Street Improvements Project and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

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

Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved March 2, 2026.

Mayor

Attest:

City Clerk

FORM OF CONTRACT

THIS CONTRACT, made and entered into this 9th day of February 2026
by and between the City of Manchester, Iowa hereinafter called the "Jurisdiction", and
Eastern Iowa Excavating & Concrete, LLC hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2025 Urban Standard Specifications for Public Improvements and as further modified by the supplemental specifications and special provisions included in said contract documents. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Item 1: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2026 Anderson Street Improvements – Project Number 25-546

The project consists generally of the reconstruction of existing streets, installation of new sanitary sewer, storm sewer, water main, sidewalks and reconstruction of driveways along Anderson Street. The project point of beginning is approximately 60 feet north of the intersection of East Main Street and continues north approximately 60 feet south of the intersection of Union Street, Manchester, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million One Hundred Forty Thousand Two Hundred Thirty-One and 40/100 DOLLARS
(\$1,140,231.40) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project by September 4, 2026;
and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000.00) for each calendar day thereafter that the work remains incomplete beyond the specified completion date.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in quadruplicate on the date first shown written.

JURISDICTION

City of Manchester, Iowa

By

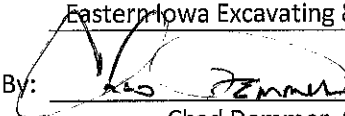
Connie Behnken, Mayor

Date

CONTRACTOR

Eastern Iowa Excavating & Concrete, LLC

By:

 Chad Demmer, Owner

2-16-2026

Date

Federal Tax Identification Number:
(If no EIN, use SSN)

20-0546345

(Seal)
ATTEST:

Address: 121 Nixon Street, PO Box 189

Cascade, Iowa 52033

Erin Learn, City Clerk

Phone No.: 563.852.5120

Date

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 0 0 - 2 3 - issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Dubuque County)

On this 16th day of February, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chad Demmer to me known, who, being by me duly sworn, did say that he/she is the Owner of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Chad Demmer acknowledged the execution of the instrument to be a voluntary act and deed of the corporation.



Lynne White
Notary Public in and for the State of Iowa
My commission expires April 26, 2026

CONTRACT ATTACHMENT: ITEM 1: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES, REGARDLESS OF THE PERCENTAGE INCREASE OR DECREASE OF THE TOTAL BID, SHALL NOT AFFECT THE UNIT BID PRICE OF THAT ITEM.

Base Bid

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1	2010-A	CLEARING AND GRUBBING	45	UNIT	\$36.00	\$1,620.00
2	2010-D-1	TOPSOIL, ON-SITE	350	CY	\$16.50	\$5,775.00
3	2010-D-3	TOPSOIL, OFF-SITE	180	CY	\$48.75	\$8,775.00
4	2010-E	EXCAVATION, CLASS 10	2780	CY	\$13.50	\$37,530.00
5	2010-F	CORE OUT EXCAVATION	100	CY	\$38.00	\$3,800.00
6	2010-H	GRANULAR STABILIZATION	2500	TON	\$17.25	\$43,125.00
7	2010-K-1	REMOVAL OF STRUCTURE, STONE HEADWALL	1	EA	\$1,455.00	\$1,455.00
8	2010-999-A	EXPLORATORY EXCAVATION	20	HR	\$215.00	\$4,300.00
9	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	1000	CY	\$37.85	\$37,850.00
10	3010-999-B	DEWATERING OPERATIONS	1	LS	\$10,000.00	\$10,000.00
11	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC SDR-26, 8 IN.	707	LF	\$58.50	\$41,359.50
12	4010-A-2	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC SDR-26, 10 IN.	636	LF	\$55.25	\$35,139.00
13	4010-A-3	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC SDR-26, 12 IN.	10	LF	\$230.25	\$2,302.50
14	4010-B-2	SANITARY SEWER GRAVITY MAIN CASING PIPE, TRENCHLESS, STEEL, 20 IN.	20	LF	\$1,520.00	\$30,400.00
15	4010-E-1	SANITARY SEWER SERVICE STUB, SDR 23.5, 4 IN.	381	LF	\$41.25	\$15,716.25

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
16	4010-E-2	SANITARY SEWER SERVICE STUB, SDR 23.5, 6 IN.	46	LF	\$59.00	\$2,714.00
17	4010-H	REMOVAL OF SANITARY SEWER, 12 IN. OR LESS	400	LF	\$9.25	\$3,700.00
18	4010-I	SANITARY SEWER CLEANOUT, 8 IN. PVC	1	EA	\$1,900.00	\$1,900.00
19	4010-K	SANITARY SEWER ABANDONMENT, PLUG, 4 AND 6 IN. SERVICE	8	EA	\$180.00	\$1,440.00
20	4010-L	SANITARY SEWER ABANDONMENT, FILL AND PLUG, 10 IN. OR LESS	730	LF	\$7.00	\$5,110.00
21	4010-999-A-1	SANITARY SEWER SERVICE WYE, 8 IN.	5	EA	\$175.50	\$877.50
22	4010-999-A-2	SANITARY SEWER SERVICE WYE, 10 IN.	8	EA	\$381.50	\$3,052.00
23	4010-999-B	TEMPORARY SANITARY SEWER PUMPING	1	LS	\$2,500.00	\$2,500.00
24	4020-A-1	STORM SEWER, TRENCHED, 15 IN. RCP	327	LF	\$61.00	\$19,947.00
25	4020-A-2	STORM SEWER, TRENCHED, 18 IN. RCP	120	LF	\$57.00	\$6,840.00
26	4020-A-3	STORM SEWER, TRENCHED, 42 IN. RCP	30	LF	\$285.00	\$8,550.00
27	4020-D	REMOVAL OF STORM SEWER, RCP, 24 IN. OR LESS	216	LF	\$12.25	\$2,646.00
28	4020-999-A	TEMPORARY STORM SEWER BYPASS PUMPING	1	LS	\$1,875.00	\$1,875.00
29	4030-B	PIPE APRON, RCP, 42 IN.	2	EA	\$2,435.00	\$4,870.00
30	4030-C	FOOTING FOR CONCRETE PIPE APRON, 42 IN.	2	EA	\$1,965.00	\$3,930.00
31	4040-A	SUBDRAIN, PERFORATED HDPE, 8 IN.	1990	LF	\$10.80	\$21,492.00
32	4040-C-1	SUBDRAIN CLEANOUT, PVC, 8 IN.	10	EA	\$1,000.00	\$10,000.00
33	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, 8 IN.	10	EA	\$300.00	\$3,000.00
34	4040-999-A	SUMP PUMP, PVC SCH. 40, 2 IN. AND CONNECTION	30	LF	\$31.85	\$955.50
35	5010-A-1	WATER MAIN, TRENCHED, PVC, 4 IN.	16	LF	\$128.15	\$2,050.40
36	5010-A-2	WATER MAIN, TRENCHED, PVC, 6 IN.	80	LF	\$69.00	\$5,520.00
37	5010-A-2	WATER MAIN, TRENCHED, PVC, 8 IN.	1255	LF	\$45.25	\$56,788.75

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
38	5010-B-2	WATER MAIN CASING PIPE, TRENCHLESS, STEEL, 16 IN.	20	LF	\$1,465.00	\$29,300.00
39	5010-C-2	FITTINGS, DUCTILE IRON	1360	LB	\$14.00	\$19,040.00
40	5010-E-1	WATER SERVICE STUB, POLYETHYLENE CTS, 1 IN.	543	LF	\$29.00	\$15,747.00
41	5010-E-2	WATER SERVICE CORPORATION, BRASS, 1 IN., INSTALLATION ONLY	18	EA	\$62.00	\$1,116.00
42	5010-E-3	WATER SERVICE CURB STOP AND BOX, 1 IN., INSTALLATION ONLY	17	EA	\$103.00	\$1,751.00
43	5010-999-A	CONNECTION TO EXISTING WATER MAIN	6	EA	\$1,015.00	\$6,090.00
44	5020-A-1	VALVE, GATE, 6 IN., INSTALLATION ONLY	2	EA	\$965.00	\$1,930.00
45	5020-A-2	VALVE, GATE, 8 IN., INSTALLATION ONLY	7	EA	\$880.00	\$6,160.00
46	5020-C	FIRE HYDRANT ASSEMBLY, INSTALLATION ONLY	1	EA	\$3,455.00	\$3,455.00
47	5020-K	VALVE REMOVAL	2	EA	\$410.00	\$820.00
48	5020-L	VALVE BOX REMOVAL	3	EA	\$135.00	\$405.00
49	6010-A	MANHOLE, SW-301, 48 IN.	4	EA	\$5,515.00	\$22,060.00
50	6010-B-1	INTAKE, SW-501	3	EA	\$3,325.00	\$9,975.00
51	6010-B-2	INTAKE, SW-505	2	EA	\$4,700.00	\$9,400.00
52	6010-B-3	INTAKE, SW-507	1	EA	\$6,375.00	\$6,375.00
53	6010-H-1	REMOVE MANHOLE	6	EA	\$935.00	\$5,610.00
54	6010-H-2	REMOVE INTAKE	4	EA	\$760.00	\$3,040.00
55	6010-999-A	CONNECTION TO EXISTING PIPE	2	EA	\$1,950.00	\$3,900.00
56	7030-A-1	REMOVAL OF SIDEWALK	1035	SY	\$8.15	\$8,435.25
57	7030-A-3	REMOVAL OF DRIVEWAY	711	SY	\$8.50	\$6,043.50
58	7030-E-1	SIDEWALK, PCC, 4 IN. THICK	820	SY	\$39.00	\$31,980.00
59	7030-E-2	SIDEWALK, PCC, 5 IN. THICK	451	SY	\$40.00	\$18,040.00
60	7030-E-3	SIDEWALK, PCC, 6 IN. THICK	344	SY	\$72.00	\$24,768.00

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
61	7030-G	DETECTABLE WARNING	176	SF	\$44.50	\$7,832.00
62	7030-H-1-a	DRIVEWAY, PAVED, PCC, 6 IN. THICK	897	SY	\$47.25	\$42,383.25
63	7030-H-1-b	DRIVEWAY, PAVED, PCC, 6 IN. THICK REINFORCED	12.5	SY	\$102.50	\$1,281.25
64	7040-H-1	PAVEMENT REMOVAL HMA	220	SY	\$10.00	\$2,200.00
65	7040-H-2	PAVEMENT REMOVAL PCC AND CURB	4887	SY	\$6.25	\$30,543.75
66	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1	LS	\$910.00	\$910.00
67	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$37,675.00	\$37,675.00
68	9010-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING	0.6	AC	\$14,500.00	\$8,700.00
69	9010-D	WATERING	12	EA	\$135.00	\$1,620.00
70	9040-D-1	FILTER SOCKS, 12 IN.	200	LF	\$5.15	\$1,030.00
71	9040-D-2	FILTER SOCKS, REMOVAL	200	LF	\$1.75	\$350.00
72	9040-E	TEMPORARY RECP, TYPE 1	200	SY	\$3.85	\$770.00
73	9040-T-1	INLET PROTECTION DEVICE	8	EA	\$85.00	\$680.00
74	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	8	EA	\$40.00	\$320.00
75	11,030-A	MAINTENANCE OF POSTAL SERVICE	1	LS	\$785.00	\$785.00
76	11,030-B	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$650.00	\$650.00
77	11,050-A	CONCRETE WASHOUT	1	LS	\$725.00	\$725.00

TOTAL BASE BID CONTRACT AMOUNT \$822,801.40

Alternate 1 – 6-Inch Thick Concrete

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1.1	2010-J	SUBBASE, MODIFIED, 6 IN. THICK	2900	TON	\$18.25	\$52,925.00
1.2	7010-A	PAVEMENT, PCC, 6 IN. THICK	4900	SY	\$48.00	\$235,200.00
1.3	7010-E	CURB AND GUTTER, PCC, 30 IN. 6 IN. THICK	145	LF	\$28.00	\$4,060.00
1.4	7020-A	PAVEMENT, ASPHALT	55	TON	\$209.00	\$11,495.00
1.5	11,020-A	MOBILIZATION	1	LS	\$13,750.00	\$13,750.00

TOTAL ALTERNATE 1 CONTRACT AMOUNT \$317,430.00

TOTAL BASE BID + ALTERNATE 1 CONTRACT AMOUNT \$1,140,231.40

SURETY BOND NO. 101681614

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Excavating & Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc. as Surety are held and firmly bound unto City of Manchester, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million One Hundred Forty Thousand Two Hundred Thirty-One and 40/100 DOLLARS (\$1,140,231.40) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 9th day of February, 2026 hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

2026 Anderson Street Improvements, Project No. 25-546

The project consists generally of the reconstruction of existing streets, installation of new sanitary sewer, storm sewer, water main, sidewalks and reconstruction of driveways along Anderson Street. The project point of beginning is approximately 60 feet north of the intersection of East Main Street and continues north approximately 60 feet south of the intersection of Union Street, Manchester, Iowa.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of

One Million One Hundred Forty Thousand Two Hundred Thirty-One and 40/100 DOLLARS (\$1,140,231.40) which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

- 2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

- 3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. **To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two (2) years from the date of acceptance of the work under the Contract,** by reason of defects in workmanship or materials used in construction of said work;

 - B. To keep all work in continuous good repair; and

 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

- 4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Delaware County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in quadruplicate, this 11th day of February, 2026.

Surety Countersigned By:

PRINCIPAL:

NA
Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Required only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Eastern Iowa Excavating & Concrete, L.C.
Contractor

By *Chad Lammie* Signature

Owner
Title

Name of Resident Commission Agent

Company Name

SURETY:
Merchants National Bonding, Inc.
Surety Company

Company Address

By *Jamie Gifford* Signature Attorney-in-Fact Officer

City, State, Zip Code

Jamie Gifford, Attorney-in-Fact & IA Resident Agent

Company Telephone Number

Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number



NOTE:

1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of January, 2026.

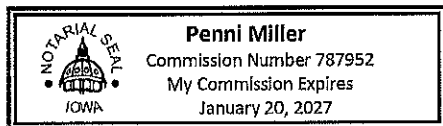


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

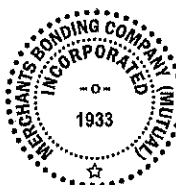


Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of February, 2026.



Elisabeth Sandersfeld
Secretary

MANCHESTER CITY CODE

This ordinance was approved September 28, 2009 (Ordinance 012-2009)

70.03 PARKING VIOLATIONS: ALTERNATE.

Uncontested violations of parking restrictions imposed by this Code of Ordinances may be charged upon a simple notice of a fine payable at the office of the City Clerk. The simple notice of a fine shall be in the amount of ten dollars (\$10.00) for all violations except improper use of a persons with disabilities parking permit, snow route parking and alternate side parking. If such fine is not paid within thirty (30) days, it shall be increased by five dollars (\$5.00). The simple notice of a fine for improper use of a persons with disabilities parking permit is one hundred dollars (\$100.00). Violations of snow route parking and alternate side parking regulations shall initially result in a twenty-five dollar (\$25.00) fine.

SAMPLE LANGUAGE

55.11 CLEAN-UP.

It is prohibited for any person to permit or allow an animal owned by that person or under that person's custody or control to defecate upon public property, park property, public right-of-way, or the property of another unless appropriately cleaned up pursuant to this section. It shall be the duty of every person owning or having the custody or control of an animal to clean up, remove, and dispose of the feces deposited by such animal upon public property, park property, public right-of-way or the property of another. Failure to do so shall constitute a misdemeanor. Any person shall be deemed to have permitted the animal to discharge feces upon any public or private property if the owner does not immediately thereafter, without leaving/continuing from the location, take steps to remove and clean up the feces from the property. In addition, all persons shall keep all structures, pens, coops or yards wherein animals are confined clean, devoid of vermin, and free of odors arising from feces.