



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

Monday, May 4, 2026 at 5:00 PM | 204 East Main Street

- 1. Call to Order**
- 2. Roll Call**
- 3. Committee of the Whole Agenda Items**
 - 3.1. City right of way between 116 South Franklin Street & 106 East Delaware Street
 - 3.2. Airport Hangar Lease Rates (New construction)
 - 3.3. Airport Survey Work
 - 3.4. Airport Grant Application
 - 3.5. Non-Food Vendors on City Property
 - 3.6. City Pound Facility
 - 3.7. Compost Site
 - 3.8. Urban Chickens
 - 3.9. East Main Street/Madison Street Intersection
 - 3.10. West Main Street Repair (Highway 13 to City limits)
 - 3.11. RAGBRAI Update
- 4. Reports/Updates**
 - 4.1. Engineering Updates
 - 4.2. Staff Updates
 - 4.3. City Council Updates
- 5. Adjournment**



S FRANKLIN ST

S MADISON ST

Manchester









EMERGENCY
SNOW
ROUTE

NO
PARKING
2:00 AM
TO 6:00 AM

NOT AN ENTRANCE
DO NOT USE FOR DELIVERY
OR PICKUP

Options provided by City Attorney Doug Herman

1. City could grant the new owner a “License” to use City property for the proposed purpose. (This is kind of like an easement, but less permanent, is revocable (subject to its’ terms)).
 - a. Would include language reserving rights of Alliant or others to access area for utility repairs, etc.
 - b. Permanency of their proposed ‘structures’ should be understood. Will they be putting holes in the ‘alley’ with concreted in posts, etc., or would it all be movable if necessary to access utilities?
2. City could grant the new owner an “Easement” over City property. (More permanent, could be to the current owner only, transferees with permission of City, or end upon closure of Steak House, for example)
 - a. Could also be subject to Alliant easement
 - b. Any other utilities, particularly City Sanitary, Water, Storm? Probably cable, phone, and the like put in there over the years too.
3. City could vacate and transfer that end of to this owner. City would not want to vacate entire area as other interior buildings will need access to rear of their buildings for maintenance, emergency egress, etc.

JONATHAN WALTER – WALTER AVIATION

Proposed hangar construction terms

- Term = 30 Year + 2x 10 Year renewals (50 yr total)
- Lease Rate = \$0.10/sq.ft. - no rate increase until initial term renewal (30 yr).
- City will provide (at their expense) a buildable pad (finish grading at my expense) and electrical connection available within 20' of leased site.
- City will provide connecting apron (concrete) up to within 10' of the leased site (negotiable based on answer to below question).
- Allow holding tank and possibly water well directly adjacent to building (subject to county codes and at my expense).

Will the leased space be the hangar footprint (most common) or will the city continue to require additional 5' on all sides?

March 31, 2026

RE: Survey for Private Hangar Development
Manchester Municipal Airport, Manchester, IA

Mr. Jason Haight
Airport Manager, Street Superintendent
208 E Main St
Manchester, IA 52057

Dear Jason:

Kirkham Michael is pleased to provide this letter contract for surveying services in the area shown on the attached Map. This work is to be completed to provide information to the Airport for the location of a proposed new hangar on Airport property.

SCOPE

- A. Survey Phase
 1. Confirm property and easement lines
 2. Collect topographical information of the existing apron
 3. Collect topographical information of the existing taxilanes serving other private hangars
 4. Collect topographical information of the field indicated in the attached map
 5. Collect data on any existing culverts draining onto airport property in the location of the proposed hangar development.

- B. Planning Phase
 1. Provide location recommendation for hangar development per height provided by Airport, based on building restriction line and height requirements.

SCHEDULE:

Once this letter agreement has been signed, we anticipate the following schedule:

- a. Survey will be onsite within 15 days of the signed agreement (weather pending)
- b. Recommendation of hangar location will be provided to the Airport 5 days after on-site survey has been completed

FEE PROPOSAL

For the above-described services:

Survey services lump sum	\$4,900.00
Planning services lump sum	\$1,750.00
Total services lump sum	\$6,650.00



These amounts include our service fees and other related project expenses. Payment for all services rendered is to be completed monthly based upon invoices for the progress to date. Invoices are due and payable upon receipt.

EXHIBIT A

Exhibit A is attached as a portion of this agreement.

If the above-described items are satisfactory to you, please sign and date this in the space provided below. You can email the signed copy back to us and keep the original for your files. This will serve as our Notice to Proceed for the work.

Should you have any questions or require any additional information, please do not hesitate to contact me at (402) 858-8852. Thank you for your continued business.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Eric W. Johnson, VP
Airport Services Manager

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Signature

Date: _____

Attachments: Exhibit A, Map with Survey Limits

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering surveying or related services shall be authorization by the Client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the work described, unless otherwise stated in the agreement form.

2. STANDARD OF PRACTICE

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

3. INVOICING AND PAYMENT

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

5. CONSTRUCTION COST ESTIMATES

Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.

6. LIMITATION OF LIABILITY

In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars (\$50,000), whichever is less.

7. CONSEQUENTIAL DAMAGES

The client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. INDEMNIFICATION

Client and Kirkham Michael, their respective officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. IN the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

9. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.

10. TERMINATION

In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.

11. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the law of the principal place of business of Kirkham Michael.

12. CONTROLLING AGREEMENT

The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding Kirkham Michael's services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impaired.

Manchester Muni Airport-C27



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Early Stagecoach Rd

Early Stagecoach Rd

Early Stagecoach Rd

CITY OF MANCHESTER PARKS AND RECREATION DEPARTMENT
PARK & PARK SHELTER RULES AND REGULATIONS

- *Reservations must be made at City Hall between the hours of 8am – 4pm M-F.
 - *Shelter reservations are taken for the calendar year beginning on the first business day in January. Reservations must be paid for at time of booking. Call City Hall for pricing 927-3636.
 - *All rental fees must be paid at or mailed to City Hall, 208 E. Main St.
 - *Rental fees are non-refundable. Refunds will not be issued due to inclement weather, cancellation, etc. If reservation is cancelled at least 2 weeks prior to the reservation date, another shelter reservation will be issued in lieu of a refund.
 - * Renter will be issued a confirmation sign to post at the shelter. Signs shall not be posted earlier than the evening preceding the reservation. Renters may bring the confirmation with them the day of the reservation in case a question on the reservation arises.
 - *Renters are responsible for leaving the facility in a clean and presentable manner. Please dispose of all trash and remove all decorations (tape, tacks, staples, etc) from the shelter. All tables should be returned to the original spot.
 - *When not reserved, shelters are available to the public on a first come first serve basis.
 - *Park Department Employees are on duty Monday – Friday, 7am – 4pm and can be contacted by calling 927-3636. In case of emergency, contact the Police Department at 927-3355.
 - *Parks are open from 5:00am to 10:30pm.
 - *No Fires shall be built except in designated areas and grills.
 - *Smoking is prohibited in all Park Shelters and Playgrounds, complete rules on smoking are located on additional signs at each shelter.
 - *No City facilities may be used for commercial selling purposes. Fund raising for non-profit organizations may be allowed with prior permission.
 - *Special equipment shall not be installed without prior permission. This includes slides, inflatable equipment, speakers & band equipment, etc.
 - *The City of Manchester assumes no responsibility for personal property.
- Please work together to make your park visit truly enjoyable. The following are prohibited on Park Property: Hunting, Profanity, Glass Containers, Excessive Noise, Motorized Vehicles, Golf, Political Advertisements and/or Activities, Soliciting, Weapons, Fireworks, Horses, or Water Play Equipment (slip n slides, portable pools etc). Exceptions may be made with prior permission from the Parks and Recreation Director and/or Commission.
- *Go to www.manchester-ia.org for more information on the Parks and Recreation Department, parks, programs and other city information.

**Compost Site Grinding Agreement between
the City of Manchester and Dubuque Hardwoods**

This agreement is made this 1st day of January, 2025 between the City of Manchester (City) and Dubuque Hardwoods.

The City maintains a compost site for use by residents and businesses in the City of Manchester, Iowa.

The City desires to contract with Dubuque Hardwoods to provide grinding and compost services.

In consideration of the mutual covenants and benefits contained herein, the parties agree as follow:

1. This agreement shall become effective January 1st, 2025 for an initial term of two (2) years. The agreement shall continue from year to year, unless terminated by either party at the end of the initial term or any subsequent contract year by giving the other party ninety (90) days written notice to that effect.
2. City Obligations. The City shall:
 - a. Push all material deposited by residents into a pile at the dump site.
 - b. Dispose of any items that are considered trash or are non-compostables.
 - c. In the event of a storm, materials shall be piled separately or mark. Dubuque Hardwoods and the City hall determine a proper course of action at that time.
3. Dubuque Hardwoods Obligations. Dubuque Hardwoods shall:
 - a. Mulch trees and compost for the City, in the desired amount requested.
 - b. Provide their own grinder, loader, fuel, trucks, and labor for processing materials and hauling.
 - c. Screen the finished compost once per year or as requested by the City.
4. In the performance of this agreement, Dubuque Hardwoods is an independent contractor, the City being interested only in the result obtained. The manner and means of conducting such work will be under the sole control of Dubuque Hardwoods. However, all work performed under this agreement shall be done in accordance with the provisions of this agreement and shall be subject to the continued right of inspection by City representatives. Dubuque Hardwoods will be entirely and solely responsible for all acts and the act of its agents, employees, and subcontractors, while engaged in the performance of work contracted for in this agreement. Dubuque

Hardwoods, and its successors or assigns, agree to indemnify, and hold harmless the City against all claims, demands, suits, or judgements asserted, made or recovered, by any and all persons on account of acts or omissions of Dubuque Hardwoods, its agents, employees, or subcontractors, during the performance of the work contracted for in this agreement. Similarly, Dubuque Hardwoods agrees to indemnify the City for loss or damage to any of the City's property or equipment used or obtained in connection with the work to be performed under this agreement.

5. Dubuque Hardwoods shall carry, or require there be, carried workers' compensation insurance for all its employees and those of its subcontractors engaged in work at the site in accordance with Iowa law.

Dubuque Hardwoods shall carry, or require that there be carried, public liability insurance with minimums of one million dollars (\$1,000,000) for each individual accident and two million dollars (\$2,000,000) for each occurrence of accidental injury to protect Dubuque Hardwoods, or its subcontractors, against claims for injury to or death of any person or persons due to accidents that may occur or result for operations under this agreement.

The City will be named as an additional insured under these policies.

6. The City shall pay an annual sum of \$43,000.00 to Dubuque Hardwoods, payable in quarterly installments of \$10,750.00 commencing on January 1st 2025 and continuing quarterly for the duration of the agreement.
7. This agreement is for composting services for residents of the City of Manchester, Iowa only. Material from other communities will incur an additional charge.
8. Any modification to this agreement of additional obligations assumed by either party in connection with this agreement shall be binding only if reduced to writing and signed by an authorized representative of each party.
9. Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail sent to the respective address of each party as set forth in this agreement. Notices to Dubuque Hardwoods shall be sent to: 10492 RT 52 A, DUBUQUE, IA 52003. Notices sent to the City shall be sent to the City of Manchester, attn.: City Manager, 208 East Main Street, Manchester, IA 52057.
10. Dubuque Hardwoods activities under this agreement shall be in complete accord with all ordinances and regulation of the City now in effect or later adopted.

In witness whereof, the parties have executed this agreement as of the date first written above.

DUBUQUE HARDWOODS

Dubuque Hardwoods spec by [Signature]

Date: 1/24/25

CITY OF MANCHESTER, IOWA

[Signature]
Connie Behnken, Mayor

Date: 1/27/25

Attest:

[Signature]
Erin Learn, City Clerk

105.12 MUNICIPAL COMPOST AREA AND YARD WASTE DISPOSAL SITE.

The Compost Area and Yard Waste Disposal Site operated by the City shall be designated as the official site for the disposal of yard waste produced or originating within the City, subject to the following:

1. General Rules of Operation.

A. It is unlawful to operate a motor vehicle within the Compost Area and Yard Waste Disposal Site at a speed in excess of 15 miles per hour.

B. It is unlawful to operate any all-terrain vehicles, snowmobiles or motorcycles within the Compost Area and Yard Waste Disposal Site.

C. All vehicles shall be operated on established roadways within the facility.

D. Yard waste disposed of within the facility shall be placed only at areas within the Compost Area and Yard Waste Disposal Site designated to accept yard waste.

E. The Compost Area and Yard Waste Disposal Site shall be available for disposal of yard waste commencing at sun-up and ending at sun-down each day.

2. Yard Waste from Outside City Prohibited. It is unlawful for any person to dispose of yard waste or brush in the Compost Area and Yard Waste Disposal Site which did not originate or was not produced within the City limits.

3. Permitted Material for Disposal. Only yard waste as defined in Section 105.06 of this chapter and produced or originating within the City may be disposed of in the facility.

4. Prohibited Material. It is unlawful to dispose of any garbage, paper, construction materials of any kind, stumps, rocks, plastic, metal or iron of any kind, appliances, furniture, tires, rims, oil filters, car or truck parts of any kind, animal feces, animal carcass, cans, bottles, buckets, containers, any material from household, office, business, or garages, or any other material or substance which does not fall within the definition of yard waste as set forth herein.

5. Violations. Violation of this section shall constitute a misdemeanor in addition to subjecting the violator to civil penalties which shall include the cost of removing the material in violation of this section and the proper disposal thereof.

— ATTENTION —

REMOVAL OF FIREWOOD, WOOD CHIPS OR FINISHED COMPOST CAN BE BY ANYONE.

REMOVAL OF THESE PRODUCTS IS LIMITED TO: 4 PICK-UP TRUCK LOADS; OR 2 PICK-UP TRUCKS LOADS WITH 2 TRAILER LOADS; OR 2 SINGLE AXLE DUMP TRUCK LOADS PER DAY UNLESS PREVIOUS ARRANGEMENTS ARE MADE WITH THE STREET SUPERINTENDENT. ANYONE VIOLATING THE REMOVAL OF THESE ITEMS AS STATED ABOVE SHALL BE SUBJECT TO REIMBURSE THE CITY FOR THE FAIR MARKET VALUE OF THE MATERIAL REMOVED!

**THIS
COMPOST
FREE
FOR
TAKING**

FREE COMPOST
for
City Residents
Only

Located behind
this fence

Access through
opening

No equipment
beyond fence

