



IOWA DEPARTMENT OF NATURAL RESOURCES

CRT Collection Facility

COLLECTION REGISTRATION FORM



New Registration -CRT- - To be filled in by agency

FACILITY CONTACT INFORMATION

Facility Information

Name: Dickinson County Regional Collection Center Phone: 712 338 2549
Address: 2260 220th St Fax:
City, State, Zip: Milford IA 51351 E-mail: RCC@dickinsoncountyiowa.gov

Responsible Official for the Facility

Name: Charles Vigdal Phone: 712 330 3505
Address: 2260 220th St Fax:
City, State, Zip: Milford IA 51351 E-mail: cvigdal@dickinsoncountyiowa.gov

CRT Drop-off Location (if different than mailing address):

CERTIFICATION

- IAC 567 122.5(1) - Attach proof of ownership or legal entitlement to use the property for CRT collection.
OR
 IAC 567 122.5(2) - If the facility is leased, the applicant shall also include a statement, signed by the property owner, stating that the property owner is aware that CRT collection is taking place at the site and property owner may be held liable for wastes abandoned at the site (below).

Property Owner Designated Representative of the property owner (Provide verification of status as representative)

By signing below, I state that I am the owner or the representative of the owner of the property described in this application. I acknowledge that I or the owner I represent have been informed and are aware of the uses and activities that are ongoing or proposed for the property and consent to those uses and activities. Furthermore, I understand that the issuance by the Iowa Department of Natural Resources, of a Permit/Registration to collect and recycle Cathode Ray Tubes on the property and the terms and conditions of any such registration do not relieve the owner of the Property from any liability, duty, or responsibility arising under Iowa's Solid Waste Management regulations.

Signature: [Signature] Date: 1/30/23
Printed Name: Kevin S. Bice

CERTIFICATION

I certify under penalty of law that I am the owner, operator, or authorized representative of the owner or operator and that I have examined and am familiar with the information reported above, and that I believe the information is true, accurate and complete.

Printed Name: Charles Vigdal Phone: 712 338 2549
Email: cvigdal@dickinsoncountyiowa.gov Fax:
Signature: [Signature] Date: 1-30-23

Return completed application with attached information to: Iowa Department of Natural Resources, Solid Waste Section, 502 E 9th St, Des Moines IA 50319-0034.



LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this 1st day of January, 2023, by and between Dickinson County, Iowa ("Landlord"), whose address, for the purpose of this lease, is Dickinson County Courthouse 1802 Hill Ave Spirit Lake, Iowa 51360 and Dickinson County Recycling Commission ("Tenant"), whose address for the purpose of this lease is Dickinson County Regional Collection Center 2260 220th St. Milford, Iowa 51355.

The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Dickinson County, Iowa:

Part of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 6, Township 98, Range 36 AND of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 12, Township 98, Range 37, all in Dickinson County, Iowa, all as more particularly described and shown on Attachment A hereto.

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on January 1, 2023, and ending on January 1, 2033, upon the condition that Tenant performs as provided in this lease.

- 2. RENT.** Tenant agrees to pay Landlord as rent \$1.00 per year, in advance commencing on January 1, 2023 and on the 1st day of January each year thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

- 3. POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

- 4. USE.** Tenant shall use the premises only for a greenwaste disposal site, and temporary storage of white goods, electronics, tires and house hold hazardous wastes in accordance with Iowa state and Federal regulations.

- 5. CARE AND MAINTENANCE.**

- A. Tenant takes the premises as is, except as herein provided.
- B. Landlord shall keep the following in good repair: fencing, roof, exterior walls, foundation, plumbing, heating, wiring, air conditioning, parking area, driveways, sidewalks, Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.
- C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations

without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **INSURANCE.**
 - A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
 - B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$250,000 each occurrence and \$250,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within twenty days** after such notice; and both parties shall thereafter be released from all future obligations hereunder.
13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

- A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment"

means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- B.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES


- C.** In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. SIGNS.** Landlord, during the last ninety days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant

hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

19. ADDITIONAL PROVISIONS. All cost associated with development of the land shall be at the sole expense of the tenant. These items shall include, but not limited to the following: road construction, fencing, financing, management, and operations. In no event shall the landlord accept or be responsible for costs of development or operation other than as a member of the Dickinson County Recycling Commission. Only greenwaste, including grass clippings, leaves, weeds, shrubs, aquatic plants, compost, and tree prunings (defined as saw dust, wood chips, branches, stumps and other wood residue), and other organic garden debris from a residence or business (referred to as yard waste) shall be allowed to be disposed of upon this land. Any intentional violation of this provision shall cause the lease to terminate immediately, and tenant agrees to be responsible for the costs of any cleanup associated with such unauthorized dumping.

Temporary storage of "white goods" (appliances), electronics (including CRTs and CFLs), tires, and household hazardous wastes will be allowed conditioned on the placement of these goods in a temporary, enclosed or outdoor structure, not readily visible from the adjacent roadway.

No other items of disposal or storage shall be allowed on these premises without first obtaining written permission from the landlord.



Dickinson County, Iowa, LANDLORD



Dickinson County Recycling
Commission, TENANT