

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: JANUARY 21, 2019
TIME AND PLACE OF MEETING: 7:00 P.M. AT CRESCO CITY HALL

PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:

ROLL CALL: BRENNON, McCARVILLE, FORTUNE, BOUSKA, CARMAN

ACT ON THE CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time council votes on the motion.

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from January 7, 2019
4. Approval of Class C Beer Permit (BC) and Class B Wine Permit with Sunday Sales to DOLGENCORP, LLC d/b/a Dollar General Store #2400
5. Approval of Class E Liquor License (LE) and Class C Beer Permit (Carryout Beer) and Class B Native Wine Permit with Sunday Sales to Casey's Marketing d/b/a Casey's General Store #2511
6. Approval of Tree Surgeon License for Rogne Spray
7. Street Closing Permit for Portions of 3rd Street East, 1st Avenue and 6th Street East on February 23, 2019 for the Hunger Color Run/Walk for NEIA Food Bank sponsored by Notre Dame Youth

STAFF REPORTS: There may be action taken on each of the items listed below.

1. Public Works
2. Police
3. Administration
4. Committee Updates

BUSINESS: There may be action taken on each of the items listed below.

1. Barbara Boyd to Address Council Regarding Eviction Notice for Trailer
2. Motion to Increase Pledge for NEICAC Funding
3. Recommendation of the Library Board to Appoint Daniel Dana to Fulfill a Term Expiring 6/30/2020
4. Resolution Authorizing the Mayor and City Clerk to Enter into a Water Tower Space Lease Agreement with MiBoradband, LLC
5. Resolution Authorizing the Mayor and City Clerk to Enter into a Residential Purchase Agreement with Saltou Rentals, LLC
6. Review Quotes and Possible Award of Contract for Water Heater for Police Garage

COMMENTS FROM AUDIENCE:

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 21, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED JANUARY 18, 2019.

Mayor Bohle called the Cresco City Council meeting to order on January 7, 2019, at 7:00 pm at City Hall. Council Members Brenno, McCarville, Fortune, Bouska and Carman were present. No council members were absent.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the December 17, 2018 meeting and December 17th & 18th work sessions, Class C Liquor License (LC) (commercial) with Sunday sales to Big Daddy Hideaway Corp d/b/a Hideaway Lounge; Class C Liquor License (LC) (commercial) with catering privilege and Sunday sales to McAllister Catering LLC d/b/a McAllister Catering; Tree Surgeon License for Richard Kittelson Consulting LLC; Street Closing Permit for portion of S Park Place and a portion of North Elm Street from 1st Ave North to the intersection of S Park Place on March 16, 2019 for the Brew & Stew 5K Fun/Run and 15k Bike Ride sponsored by the FIT Running Club; pay request #2 for \$6,339.50 to Cresco Building Service Inc. for the City of Cresco Fire Department Storage Facility. Bouska seconded and it passed all ayes.

Public Works Director Freidhof reported: (a) watermain break on York Street and Hwy 9 on New Year's Eve weekend and fixed on January 2nd; (b) our old dump truck had a mechanical failure with the dump lift so we are getting that repaired for about \$1,500; (c) Gross Wen started installing the alternate algae reactor; (d) small water leak at the WWTP that the guys fixed last week and they also fixed a leak in the airline going to the air basins; (e) Street Dept busy catching up on some maintenance items; (f) a budget item discussed was replacement of the street sweeper and getting quotes on maintenance instead. We should be able to do about \$6,500 in maintenance to keep it going; (g) he will attend a meeting with the County and the Bike Trail committee to discuss fundraisers for bike trail maintenance; (h) all Public Works employees will be attending a blood borne pathogen and lock-out/tag-out training in Decorah on Thursday.

The police submitted their December report.

City Clerk Girolamo reported they are busy with calendar yearend. W-2's are done and 1099's are almost done. We will try to get another budget work session scheduled in the next couple of weeks.

This quarter available Hotel/Motel Tax funds were \$7,033.18 with four requests for \$9,000. Brenno made the motion to approve the recommendation of the Cresco Tourism Advisory Committee and award Tourism Grants of: St. Patrick's Day Brew & Stew \$1,500; Cresco Annual Marketing \$2,000; Driftrunners' Snowfest \$3,500. The request from Howard-Winn Genealogical Society for digitalizing the Cresco newspaper did not meet the Tourism definition and the Committee recommended they pursue alternative funding. McCarville seconded and it passed all ayes.

Quotes for the 2019 stump grinding contract were received: Wilson Custom Tree \$.75/inch; Walton Tree Service \$.84/inch; Total Tree Care \$.75/inch; Complete Tree Service \$.80/inch. There was a tie for the low quote so they decided to award it to the local contractor. McCarville made the motion to award the contract to Wilson Custom Tree. Fortune seconded and it passed all ayes.

The Cresco Community Fire Department Commission recommended using \$20,000 of the fund balance in #098 Fire Operating Fund towards the purchase of SCBA equipment. This account is funded 50% by the City and 50% by the Rural Fire. Carman made the motion to approve the resolution authorizing the transfer of \$20,000 for purchase of SCBA for the Cresco Community Fire Department. Brenno seconded and it passed all ayes. The Council thanked the Cresco Firefighters for their generous donation of \$85,000 for the SCBA from their fundraisers and donations.

Mayor asked for comments from the audience. Matt Miner thanked the Council for the grant for the Snowfest celebration and invited the public to the Snowfest Dance on January 26, 2019.

Brenno made the motion to go into Closed Session at 7:07 pm pursuant to Iowa Code 21.5(j) to discuss potential purchase of real estate. Bouska seconded and it passed all ayes.

Council reopened the meeting at 7:24 pm. No formal action was taken during the closed session. Mayor asked for comments from the audience and there were none.

Carman moved to adjourn at 7:25 pm. Bouska seconded and it passed all ayes. The next regular Cresco City Council meeting will be January 21, 2019 at 7:00 pm at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:

A&J'S CONST	Srvc	1,643.36
AHLERS&COONEY	Srvc	176.00
ALBERT, MATT	Dep Appl	80.00
ALLIANT	Electricity	9,815.82
ALVAREZ, ALMA	Dep Ref/App	80.00
BAKER&TAYLOR	Books/Audios	1,035.90
BALDWIN, COREY	Dep Appl	56.29
BEAVER, NOELE	Dep Ref/App	80.00
BLACK HILLS	Nat Gas	8,282.94
BOB'S ELEC	Supp	26.00
BOLSON, SUE	Dep Appl	80.00
BUSCH, JOHN	Dep Appl	69.29
CAMPSITE	LP	19.78
CARDMEMBER SERV	Supp	270.85
CDW GOVT	Supp	419.40
C.H. MCGUINNESS	Parts	179.45
CITY OF CRESCO	Utilities	1,213.97
CITY LAUNDERING	Srvc	957.24
COMBS, JOANN	Dep Appl	80.00
CPU	Supp	22.24
COURTNEY LAWN	Srvc	322.50
CR BUILDING	Srvc	6,339.50
CREGER, BECKY	Srvc	96.00
CRESCO TPD	Ads, Notices	539.73
CR SHOPPER	Ads	809.00
CULLIGAN	Srvc	179.32
DALCO	Supp	170.04
DATA TECH	Supp	170.80
DC COMM	Phone	28.01
DES MOINES STAMP	Supp	88.10
DISNEY	Movie	427.37
ELWOOD,...	Srvc	925.00
ELWOOD TRUST	Real Estate	80,000.00
FAREWAY	Lease	1.00
FARMERS WINN	Lease	1.00
FRALEY, DAN	Dep Ref/App	80.00
FRITZ, KARISSA	Dep Ref/App	80.00
FOX	Movie	393.22
GALLS	Supp	825.64
GROUP SRVC	Fee	148.00
HACH	Supp	125.19
HANSON TIRE	Rprs	292.25
HEMANN,TAMARA	DepRef/App	80.00
HEWETT	Conc	627.00
HOLSTROM'S	Supp	52.50
HOW CO BUS&TOUR	Dues	15,000.00
IA MUNICIPAL	Dues	1,184.31
IA NARCOTICS OFF	Dues	50.00
JOHN DEERE FIN	Supp	1,209.54
KOWALKE,WARD	Dep App	68.21
KWIK TRIP	Gas	3,449.22
LT MECHANICAL	Srvc	1,587.50
LUESCHOW,CHRISTINE	DepAppl	47.23
MARCO	Srvc	245.74
MCGEE, PERRY	Dep Ref/App	80.00

MEHMERT TILING	Srvc	11,608.40
MERCHANT SERV	Fees	219.17
MID-STATES	Fees	100.00
MIDWEST PIPE	Supp	2,610.00
NE IA REG HSNG	Hsng Rehb	8,000.00
NISLEY, DAVID	Dep Appl	70.03
O'HENRY'S	Supp	243.30
OMNISITE	Wireless	1,380.00
PARAMOUNT	Movie	49.60
PAYROLL		79,752.26
PEOPLES INS	Dep Appl	80.00
PEPSI-COLA	Conc	750.09
POSTMASTER	Postage	433.79
PRINCIPAL LIFE	Ins	102.07
ROBERG, BRETT	Dep Appl	80.00
SAM'S CLUB MC	Parts, Conc	4,167.37
SANDRY FIRE	Equip	152,494.82
SIMERSON, ANGIE	Dep Appl	54.11
SMITH, WAYNE	Dep Appl	54.42
SNITKER, JOSH	Dep Appl	80.00
SOLAR PRO	Solar	1,029.71
SPAHN & ROSE	Maint	93.42
STOREY KENWORTHY	Supp	291.89
T & W GRINDING	Srvc	14,600.00
TEL-COMM SERV	Srvc	280.00
UNIVERSAL	Movie	250.00
UNIVERSAL MEDIA	Supp	36.00
UPPER EXPLR RPC	Fee	302.90
VERIZON	Wireless	22.26
VISA	Supp	34.15
WARNER BROS	Movie	250.00
WEAD, DONOVAN	Dep Appl	47.50
WEBER PAPER	Supp	106.50
WHKS & CO	Srvc	334.56
WINDRIDGE IMP	Rprs	4,004.13
WINDSTREAM	Telephone	814.91
WILSON, MIKE	Srvc	150.00
GENERAL		112,293.43
NUISANCE		80,722.15
FIRE STATION BLDG		447.56
MEDIACOM		455.83
CR COMM FIRE		8,734.96
ROAD USE		14,891.30
EMPLOYEE BEN		51.53
REHAB HOUSE		302.90
FIRE EQUIP		151,237.41
WATER		24,300.55
WATER DEP		1,427.08
SEWER OP		11,341.29
CAP IMPROVE		31.59
YARDWASTE		19,051.23
EXPENDITURES		425,288.81
Revenues 12/18/18-1/17/19		349,937.84

\$ 50.00

No. 220

Tree Surgeon License

January 21, 2019

To Whom It May Concern:

That in consideration of FIFTY DOLLARS

License is hereby granted to Rogne Spray for the purpose

Of tree trimming in the municipality of CRESCO, IOWA, County of HOWARD.

This License to be in force from January 21, 2019, to December 31, 2019

PROVIDED that said Tree Surgeon attentively observes all limitations and restrictions to be found in Chapter 125 Code of Ordinances, City of Cresco, Iowa, relating to Tree Surgeon's License made by the Council of said municipality.

Attest: _____
Clerk

Mayor

Applicant License Application (BC0029888)

Name of Applicant: <u>DOLGENCORP, LLC</u>		
Name of Business (DBA): <u>Dollar General Store # 2400</u>		
Address of Premises: <u>419 2nd Ave SE</u>		
City <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business	<u>(563) 547-2113</u>	
Mailing	<u>100 Mission Ridge</u>	
City <u>Goodlettsville</u>	State <u>TN</u>	Zip: <u>37072</u>

Contact Person

Name <u>Katie Durham</u>	
Phone: <u>(615) 855-4000</u>	Email <u>tax-beerandwinelicense@dollargeneral.com</u>

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 03/01/2019

Expiration Date: 02/29/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Dollar General Corporation

First Name: Dollar **Last Name:** General Corporation
City: Goodlettsville **State:** Tennessee **Zip:** 37072
Position: N/A
% of Ownership: 100.00% **U.S. Citizen:** Yes

Lawrence Gatta

First Name: Lawrence **Last Name:** Gatta
City: Brentwood **State:** Tennessee **Zip:** 37027
Position: Non-Member Manager
% of Ownership: 0.00% **U.S. Citizen:** Yes

James Thorpe

First Name: James **Last Name:** Thorpe
City: Gallatin **State:** Tennessee **Zip:** 37066

Position: Non Member Manager

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LE0002855)

Name of Applicant: <u>CASEY'S MARKETING</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #2511</u>		
Address of Premises: <u>601 2ND AVE S.W.</u>		
City <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business	<u>(563) 547-2427</u>	
Mailing	<u>PO BOX 3001</u>	
City <u>ANKENY</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name <u>JESSICA FISHER, STORE OPERATIONS</u>	
Phone: <u>(515) 446-6404</u>	Email <u>JESSICA.FISHER@CASEYS.COM</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 03/01/2019

Expiration Date: 02/29/2020

Privileges:

- Class B Native Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL STORE INC.

First Name: 42-0935283 **Last Name:** CASEY'S GENERAL STORE, INC.
City: ANKENY **State:** Iowa **Zip:** 50021
Position: OWNER
% of Ownership: 100.00% **U.S. Citizen:** Yes

Michael Richardson

First Name: Michael **Last Name:** Richardson
City: PLEASANT HILL **State:** Iowa **Zip:** 50327
Position: PRESIDENT
% of Ownership: 0.00% **U.S. Citizen:** Yes

JOHN SOUPENE

First Name: JOHN **Last Name:** SOUPENE

City: ANKENY **State:** Iowa **Zip:** 50023
Position: VICE-PRESIDENT
% of Ownership: 0.00% **U.S. Citizen:** Yes

JULIA JACKOWSKI

First Name: JULIA **Last Name:** JACKOWSKI
City: URBANDALE **State:** Iowa **Zip:** 50322
Position: SECRETARY
% of Ownership: 0.00% **U.S. Citizen:** Yes

JAMES PISTILLO

First Name: JAMES **Last Name:** PISTILLO
City: URBANDALE **State:** Iowa **Zip:** 50323
Position: TREASURER
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>03/01/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

STREET CLOSING/PARADE PERMIT

Application Date: 1/17/19 Name: Melanie Vobr

Mail to Address: 110 3rd St E, Cresco, IA

List streets to close or parade route: Notre Dame Parish parking lot to bike trail

Reason for Closure: Hunger Color Run/Walk fundraiser for NEIA Food Bank

Event Date: 2/23/19 Time: (from) 11:30 (to) 1:30?

Signature of applicant: Melanie Vobr

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

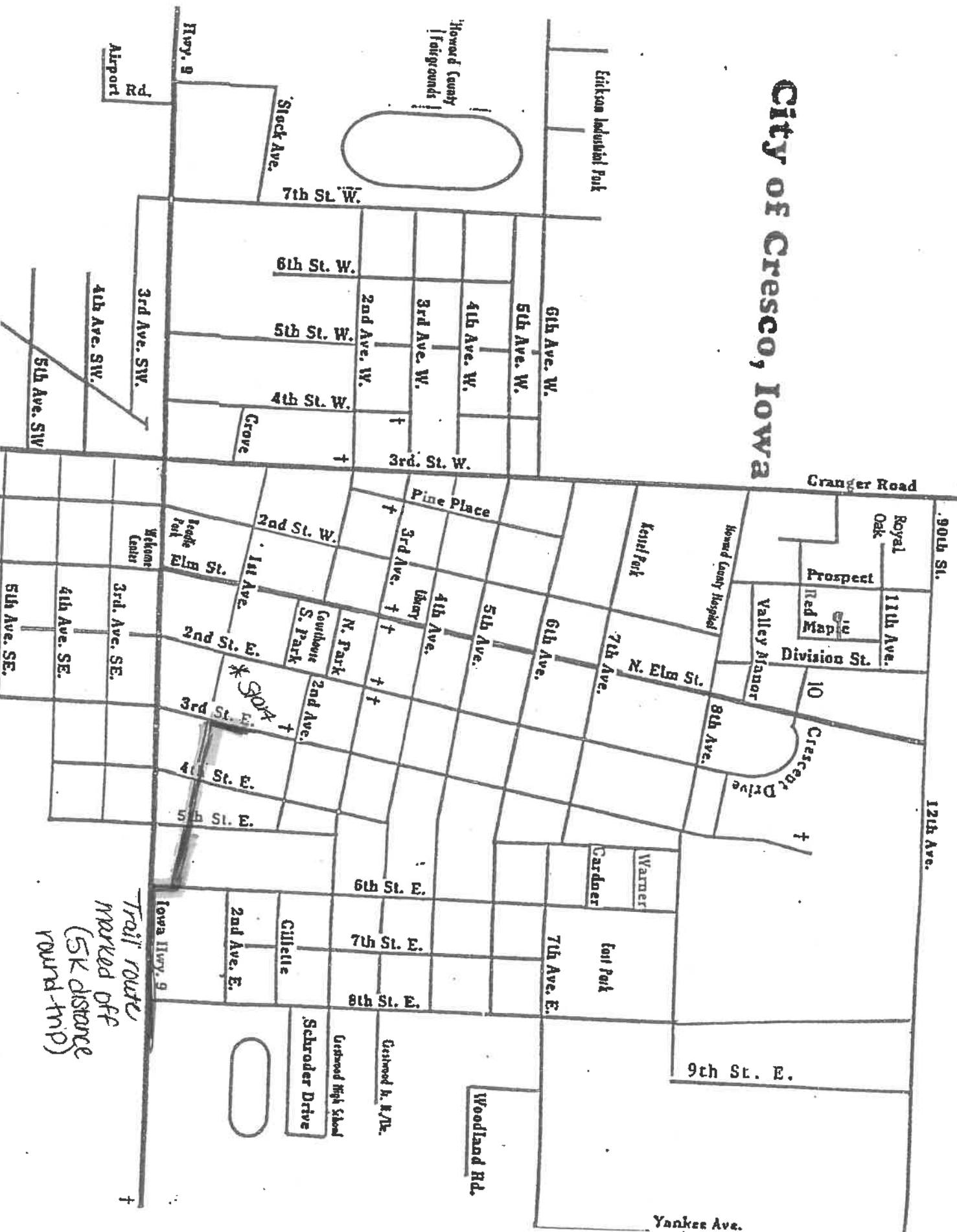
60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall.
3. Parade Not a Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.
4. Control by Police and Firefighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

City Council
Date Approved: _____ Signature: _____

CC: Ambulance _____, Police Dept. _____, Fire Dept. _____, Street Dept. _____

City of Cresco, Iowa



Trail route
marked off
(5K distance
round-trip)



Northeast Iowa Community Action Corporation
Helping People - Changing Lives

305 Montgomery St., PO Box 487, Decorah, IA 52101
Administrative Offices: 563-382-8436 – Fax: 563-382-9854
Transit: 1-866-382-4259 – Fax: 563-382-4681
www.neicac.org

December 18, 2018

Mayor & City Council Members
City of Cresco
130 N. Park Place
Cresco, IA 52136

Dear Mayor & City Council Members:

Northeast Iowa Community Action Corporation (NEICAC) needs your support in assisting the residents of Cresco. Many families and individuals are one paycheck from financial disaster. Few families have savings to survive more than a small emergency. Often, unexpected events beyond the families' control put them in need of our agency's services.

Families contacting NEICAC for emergency services are provided assistance, if eligible, to help them through the hard times. Many individuals and families are simply not able to handle any unexpected expense. We also provide counseling assistance through the weeks or months of their need.

With this letter we are requesting \$3,868 for your Fiscal Year 2020 (July 1, 2019-June 30, 2020). This amount is based upon \$1 per individual in Cresco. We have attached a response form for you to complete and return to us in the enclosed self-addressed envelope.

We would gladly accept an invitation to meet with you and the Council at a planning session or Council Meeting.

If you have any questions, please do not hesitate to call me at 563-382-8436, Ext. 103.

Sincerely,

Trisha S. Wilkins, CCAP, PHR, SHRM-CP
Executive Director

001-399-6413 July 1, 2019



NEICAC is an Equal Opportunity Employer.

Auxiliary aids and services are available upon request to individuals with disabilities.



Previously always
Paid \$3000
2,901

CRESKO LIBRARY BOARD OF TRUSTEES

TO: CRESKO CITY COUNCIL

RE: Appointment/Reappointment

We, the Cresco Library Board of Trustees, recommend that the City Council

1. _____ Appoint (Name) Daniel Dana

(To replace Larry Joiner)

2. _____ Reappoint (Name) _____

to the Cresco Library Board of Trustees.

Term to run from 1/14/2019 to expire 6/30/22

Contact Info: 631 3rd Ave E
Cresco, IA 52136

Phone: 253-365-7342 (ok to list on website? Yes / No)

Email: danieldana.dana@gmail.com (ok to list on website? Yes / No)

	Signed	Date
Chairman	<u>Christie Luesch</u>	<u>1/14/19</u>
	<u>Karen A. Jundt</u>	<u>1/14/19</u>
	<u>David Kowalke</u>	<u>1/14/2019</u>
	<u>Jelly J. Hedurn</u>	<u>1-14-19</u>
	<u>Patsy Brunner</u>	<u>1-14-19</u>
	_____	_____
	_____	_____

Application for Library Board of Trustees

The Cresco Public Library Board of Trustees is seeking applicants to serve on the Library Board of Trustees. Trustees are appointed to a three year term, no more than three terms consecutively. If you are interested in serving on the Library Board, please fill out this application and return it to the Library. The job description is included with this application.

Date: 12-10-18

Name: DANIEL T. DANA

Address: 631 3RD AVE EAST

Phone: 259-365-7342 ; Email: DANIELDANA.DANA@GMAIL.COM

Why are you interested in serving on the Library Board of Trustees?

I BELIEVE THAT ACCESS TO KNOWLEDGE IS FOUNDATIONAL TO A HEALTHY, WELL FUNCTIONING COMMUNITY. AS A FORMER COMMUNITY COLLEGE INSTRUCTOR, I AM PASSIONATE ABOUT LITERACY, CRITICAL THINKING, AND PUBLIC ACCESS TO KNOWLEDGE.

Please describe any experience you have that you feel would be beneficial to the Board of Trustees.

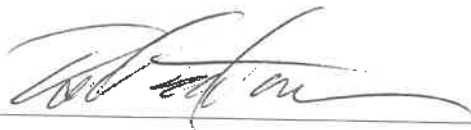
- AN EFFECTIVE EDUCATOR IN BOTH ACADEMIC AND BUSINESS ENVIRONMENTS
- EXTENSIVE EXPERIENCE IN MANAGEMENT OF PEOPLE; DEALING WITH THE PUBLIC; MARKETING MGMT.
- PLANNING + PROJECT MGMT. EXPERIENCE

Do you presently serve in any other appointed position on a Board, Commission or Committee?

If yes, what position? NO

Thank you for your interest in service to the community of Cresco.

Signature



RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A WATER TOWER SPACE LEASE AGREEMENT
WITH MIBROADBAND, LLC

The City Council of the City of Cresco met in regular session on _____.

Council member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into a WATER TOWER SPACE LEASE AGREEMENT. Council member _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated _____, 2019, between the City of Cresco and MiBroadband, LLC is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

WATER TOWER SPACE LEASE AGREEMENT

By and Between

City of Cresco, Iowa

and

MiBroadband, LLC

WATER TOWER SPACE LEASE AGREEMENT

THIS AGREEMENT, made the even date herewith, by and between The City of Cresco (the "Lessor") and MiBroadband, LLC (the "Lessee").

PREAMBLE

WHEREAS, Lessor is the owner and operator of two Water Towers (the "Water Tower"), the location, height and description of which are more particularly described in Attachment "A" hereto, which Water Tower is used by Lessor, in part, as part of its municipal water system; and

WHEREAS, Lessee is desirous of leasing space on the Water Tower from Lessor upon the terms and under the conditions set forth herein;

NOW THEREFORE, in consideration hereof, the parties do hereby agree as follows:

ARTICLE I

LEASED PREMISES

Section 1.1 Leased Premises. In consideration of the term, rent and provisions hereof, the Lessee shall have the right to place, attach, affix and locate that equipment and related appurtenances, apparatus and facilities (the "Equipment") at the Water Tower Sites on the Water Towers as are all more particularly described on Attachment "B" hereto. The Equipment shall be placed and located at the Water Tower Site and on the Water Tower in the manner set forth herein. The Equipment shall be located and placed at the locations at the Water Tower Site and on the Water Tower as are also described on Attachment "B".

Section 1.2 Reservation of Rights. Consent by the Lessor to the use, attachment or placement of the Equipment described on Attachment "B" at the Water Tower Site or in the Water Tower is in no manner intended or deemed to be an approval, endorsement or acceptance by the Lessor of such equipment for the intended purposes hereof. Lessor reserves and maintains the right to require the Lessee to, at Lessee's expense, modify, replace or move such Equipment as may be placed on the Water Tower as provided herein, so as to accommodate future growth requirements of Lessor's internet system located at the Water Tower Site. The Lessor further reserves the right to require the Lessee, at Lessee's expense, to modify, replace or move Lessee's Equipment located in the equipment building or to move such Equipment to an adjacent equipment building structure.

ARTICLE II

TERM

Section 2.1 Initial Term. The initial term of this lease shall be for a period of one(1) year, commencing as of the date hereof (the "Commencement Date").

Section 2.2 Renewal Terms. This Lease shall automatically renew for successive terms of one (1) year subject to the terms and provisions hereof. In the event that the Lessor or the Lessee does not wish to renew this Lease, it shall file written notice with the other party not less than 90 days prior to the end of the then current term of its intention not to renew this Lease.

ARTICLE III

RENT

Section 3.1 Base Rent. During the initial term of this Lease, Lessee shall pay to Lessor, as base rent hereunder, the sum of \$350.00 annually on or before February 1, 2019 for each Water Tower Site. Said rent shall increase by 3% per year for the duration of this lease, likewise payable February 1 of each successive year of this lease.

Section 3.2 Electricity. During the initial term of this Lease, Lessee shall pay to Lessor, as reimbursement for access to electricity, the sum of \$250.00 annually on or before February 1, 2019 for each Water Tower Site. Said electricity rate shall increase by 3% per year for the duration of this lease, likewise payable February 1 of each successive year of this lease. The electrical reimbursement is based on the estimated usage and may be adjusted for actual usage.

ARTICLE IV

INSTALLATIONS, MAINTENANCE AND ACCESS

Section 4.1 Lessee's Installations. Lessee shall be responsible for the proper placement, location and installation of all Equipment described on Attachment "B" and any future equipment authorized by Lessor. Lessee shall, within the time specified by the Lessor, make any modifications

or adjustments to such installations as may be directed by Lessor. All proposed structural changes to the Water Tower necessary to locate, affix and place the Lessee's Equipment shall first be approved, in writing, by Lessor's engineers or engineers approved by the Lessor. All installation shall be subject to inspection and approval by Lessor or its agents.

Section 4.2 Lessee's Maintenance and Repairs. Lessee shall be solely responsible for the maintenance of and repairs to its Equipment at the Water Tower Site or on the Water Tower and shall bear all maintenance and repair costs and expenses related thereto. Lessee shall maintain its Equipment in accordance with reasonable engineering standards to assure operation of the same are in compliance with the requirements of the FCC and all other public authorities with jurisdiction over Lessee's operations. Lessee shall be responsible for any damage to the Lessor's facility or to the equipment of the Lessor or any other Lessee that may result during such maintenance or repair operations.

Section 4.3 Installation and Maintenance Standards. All equipment located on the Water Tower Site and installed on the Water Tower shall be installed and maintained in accordance with the Water Tower Equipment Installation and Maintenance Standards attached and annexed hereto as Attachment "D".

Section 4.4 Lessor's Maintenance. Lessor shall keep and maintain the Water Tower Site and Water Tower in such condition as to permit Lessee's continued usage thereof as contemplated hereunder, except in cases of emergency, disaster or other circumstances beyond Lessor's control. Lessee agrees to remove equipment, if necessary, for the Lessor to perform maintenance on the Water Tower. Lessor and Lessee will work together to minimize the disruption for either party.

Section 4.5 Access. The Lessee shall have open and unrestricted access to the Water Tower Site and the base station located thereon to effect repairs to the Lessee's base station equipment. No contractor, agent or employee of the Lessee shall ascend the Water Tower without the prior written consent of the Lessor and without first completing and executing the Request for Authorization set forth at Attachment "E", attached hereto. The Lessor shall provide the Lessee with the names and telephone numbers of Lessor's employees, agents or otherwise designated representatives for notification purposes.

Section 4.6 Additional Equipment. After the original installation of the Equipment, no Equipment changes shall be made on the Water Tower without the prior written consent of the Lessor. The Lessee may expand its Water Tower Equipment during the term hereof if space and Loading capacity are available, and if written permission from Lessor is granted. The rental provisions hereof shall be adjusted accordingly on the basis of the rates then in effect.

Section 4.7 Lighting and Marking Responsibilities. The Lessor shall be responsible for compliance with all Water Tower and building marking and lighting requirements which may be required by the rules and regulations of the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC) without regard to any measures which may be taken by any Lessee to monitor the Water Tower and/or notify the FAA of light failures. Lessee shall be entitled to install and monitor their own automatic circuit alarm or otherwise monitory compliance with FAA and FCC regulations, which monitoring shall in no way relieve the Lessor or its obligations

hereunder. If, after written notice from the Lessee of defective conditions with respect to FAA and FCC lighting and marking requirements, the Lessor fails to implement corrective measures, the Lessee may implement such corrective measures at the Lessor's expense. The Lessor shall indemnify and hold harmless the Lessee from any fines, forfeitures, civil or criminal penalties or other liabilities caused by the Lessor's failure to comply with FCC or FAA Water Tower and lighting marking requirements.

ARTICLE V

INSURANCE, INDEMNIFICATION, DAMAGE AND CONDEMNATION

Section 5.1 Lessor's Insurance. The Lessor shall keep and maintain comprehensive public liability and property damage insurance in and for the Water Tower Site and Water Tower to cover the same against loss or damage occasioned by fire, extended coverage perils and such other hazards as may be occasioned by Lessor's operation of the Water Tower in an amount not less than One Million (\$1,000,000.00) Dollars. Lessor shall also maintain public liability insurance against bodily injury or death and for damage to property suffered by others as a result of its operation of the Water Tower in an amount not less than One Million (\$1,000,000.00) Dollars.

Section 5.2 Lessee's Insurance. The Lessee shall procure and maintain comprehensive public liability and property damage insurance covering all matters related to work to be done by and on behalf of the Lessee or any way arising out of Lessee's use and occupancy of the Water Tower Site and Water Tower, covering all Lessee's operations and activities on or in connection with the Water Tower Site and Water Tower with a single limit of not less than One Million (\$1,000,000.00) Dollars, naming the Lessor as an additional insured. Lessee shall provide all employees with worker's compensation insurance and shall employ subcontractors who carry adequate public liability insurance insuring Lessor and Lessee and the subcontractors against any injury to persons or property or loss of life arising out of the installation and use of the Equipment with a single limit of not less than One Million (\$1,000,000.00) Dollars. Lessee shall furnish Lessor with certificates evidencing such insurance and stating such coverage shall not be canceled or changed unless Lessee has first been given 30 days prior written notice thereof.

Section 5.3 Indemnity. The Lessee does hereby agree to assume all risk of and responsibility for and does hereby agree to indemnify and save harmless the Lessor from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith, made, brought or obtained on account of the loss of life, property, injury or damage to personal property of any person or persons whomsoever, whether such person or persons be the Lessor, its officers, directors, agents or employees, or any contractor or subcontractor employed by the Lessor or the Lessee, their officers, directors, agents, or employees or any third person, which injury, loss of life or property shall be due to, arise out of or result from or in any way be connected with the Lessee's use of the Water Tower Site, the Water Tower or any work done in relation thereto.

Section 5.4 Water Tower Damage. If the Water Tower or Water Tower Site is damaged for any reason, other than Lessee's actions or negligence, so as to render the property substantially

unusable for its intended purpose as a Water Tower Site, rent shall abate for such period while the Lessor, at Lessor's expense, restores the Water Tower, the Water Tower Site, or any improvements located thereon to the condition that existed prior to such damage; provided that at the Lessor's option, the Lessor may elect to notify the Lessee within ten (10) days after such damage that the Lessor elects to terminate this Agreement as of the date of such damage. In the event that it shall be determined that it shall take more than ninety (90) days after the date of such damage for the Lessor to restore such property to its condition prior to such damage, then, on or after the ninetieth (90th) day, following such damage, the Lessee shall have the right to terminate this Agreement, effective as of the date of such damage.

If the Water Tower Site or Water Tower is damaged due to any action or negligence on the part of Lessee, Lessee agrees to repair or replace the Water Tower or Water Tower Site at Lessor's discretion and at Lessee's expense, immediately. Rent shall not abate during such period of repair or replacement.

Section 5.5 Condemnation. If the entire Water Tower Site or a substantial portion thereof, so as to render the Water Tower Site unusable for its intended purpose, shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Lease shall, at the option of either party hereto, be terminated upon sixty (60) days prior written notice.

Section 5.6 Interruption of Service. Lessor shall not be responsible, accountable or liable for any interruption in service of loss or use of the Water Tower or related facilities resulting from actions, occurrences or events which are beyond the Lessors control or are caused or brought about by third parties.

ARTICLE VI

INTERFERENCE

Section 6.1 Definition. "Interference" shall mean either a material impairment of the quality of the sound signals or transmission and reception activity of a party using the Water Tower or a condition which constitutes interference with the meaning of the provisions of the recommended practices of the Electronics Industries Association ("BIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect.

Section 6.2 Lessee's Covenants. The Lessee covenants and agrees that its equipment, installation and maintenance will:

- (A) In no way damage the Water Tower, Water Tower Site or any improvements, accessories or appurtenances thereon.
- (B) Not interfere with the operation of the Lessor's equipment of the equipment of the other tenants currently on the Water Tower; and, in the event the Lessee causes interference with the Lessor's equipment, the Lessee shall promptly take all steps necessary to correct and eliminate such interference within the time specified in Section 6.4(b).

- (C) Not interfere with the Lessor's Water Tower and Water Tower Site maintenance operations.
- (D) Comply with all applicable rules and regulations of the Federal Communications Commission and state and local electrical codes.

Section 6.3 Avoidance of Interference. The parties hereto shall cooperate to avoid and eliminate any interference. In the event interference occurs, the parties whose operations caused such interference shall be required to remove such interference, regardless of which installation was first constructed. Except for interference arising from the failure to follow recommended practices of the EIA and the rules and regulations of the FCC arising with respect to the initial installation by Lessee of its Equipment, Lessee shall be responsible for taking such steps as may be reasonably necessary to prevent interference with the existing facility located on the Water Tower. If interference attributable to the Lessee cannot be eliminated, this Lease may, at the option of any party hereto, be terminated upon thirty (30) days prior written notice thereof.

Section 6.4 Interruption of Service. In the event of interference resulting from Lessee's operations and use of the Water Tower, Lessor may, in its sole discretion:

- (A) Direct Lessee, at Lessee's expense, to eliminate such interference;
- (B) The Lessor may disconnect the Lessee's equipment, after a 24-hour verbal notice, until interference caused by the Lessee can be corrected; or,
- (C) Temporarily interrupt and terminate Lessee's use of the Water Tower until such interference is eliminated, with no liability on the part of the Lessor for such actions.

Section 6.5 Quiet Enjoyment. Lessee shall, and shall further require all lessees using the Water Tower Site to comply with the current FCC rules and regulations concerning installation, maintenance and operation of their equipment at the Water Tower Site and on the Water Tower. During the term of this Agreement, the Lessor will not grant a lease to any other party if such lease would in any way affect or interfere with this Lessee's use of the Water Tower Site, Water Tower and the installation, maintenance and operation of its equipment thereon.

ARTICLE VII

TAXES AND UTILITIES

Section 7.1 Lessor's Taxes. Lessor shall pay all real estate taxes, special assessments and improvement bonds levied and assessed against the Water Tower Site; and, shall pay all personal property taxes levied or assessed against the Lessor's personal property located at the Water Tower Site or in the Water Tower.

Section 7.2 Lessee's Taxes. Lessee shall be responsible for payment of all personal property taxes levied or assessed against its Equipment located at the Water Tower Site.

Section 7.3 Utilities. Lessor shall supply electrical power at the base of the Water Tower. Lessee agrees to pay an annual fee for the use of such electricity as set forth in Section 3.2 of this agreement.

ARTICLE VIII

ENVIRONMENTAL COMPLIANCE

Section 8.1 Hazardous Substances and Materials. At no time during the term hereof shall the Lessee store, place, leave or deposit at the Water Tower Site any substance or material which, if known to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or processed waste water or otherwise relating to the environmental hazardous substances, including, but not limited to, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency and regulations of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect (the "Environmental Laws"), unless such use of hazardous or toxic substances or materials fully conform to the regulations of the State of Iowa and the Federal Environmental Protection Agency.

Section 8.2 Application of Indemnity Provisions. Notwithstanding the provisions of Section 8.1, any permitted use of hazardous or toxic substances or materials by the Lessee on the Water Tower Site shall not limit nor have any effect upon the indemnity provisions set forth in Section 5.3 hereof, or any other indemnity provisions herein.

Section 8.3 Compliance With Environmental Laws. The Lessor represents and warrants that, to the best of its knowledge, the Water Tower site, as of the initial date of the Lease, is in compliance with current environmental laws and regulations. The Lessor is not aware of any asbestos located in or on any building on the Water Tower Site.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.1 Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to be an "Event of Default":

- (A) Default in the due and punctual payment of any rental obligation hereunder, which failure shall continue for a period of ten (10) days following written notification thereof;

- (B) Default in the performance or observation of any term, provision or covenant of this Lease, which default shall not have been cured within ten (10) days after the written notice thereof from the Lessor or upon such other time as may be specified by the Lessor in the event of a hazardous condition interference;
- (C) Lessee shall fail to vacate the premises immediately upon the termination of this Lease or upon termination of Lessee's right to possession and use hereunder;
- (D) Lessee shall become insolvent; or be unable, or admit in writing to its inability, to pay its debts as they mature; or make a general assignment for the benefit of creditors; or become the subject, either voluntarily or involuntarily, of a "court order"; or become the subject of any federal or state bankruptcy or insolvency proceeding; or
- (E) Lessee shall, by a continuing condition, repeated actions or inactions, or a course of conduct that in any way interferes with, restricts, limits or adversely affects Lessor's use or the use by any of Lessor's other tenants or licensees, of the Water Tower or the facilities and improvements located at the Water Tower Site, which default by the Lessee shall not be permanently terminated within ten (10) days after written notice thereof from the Lessor.

Section 9.2 Remedies. Upon the occurrence of any Event of Default, Lessor may pursue any available remedy at law or in equity, including, but not limited to, termination of Lessee's right to possession hereunder without termination of this Lease.

ARTICLE X

TERMINATION

Section 10.1 Termination. This Agreement may be terminated upon the mutual agreement of the parties hereto in the event of the following:

- (A) The Lessor is unable to eliminate interference, as defined in Section 6.1, that may be caused to the Lessee's system, which interference substantially interferes with the Lessee's operation or its system at the Water Tower Site.
- (B) Where the Lessee is unable to eliminate interference, as defined in Section 6.1 caused by the operation of its system to other systems located on the Water Tower Site.

Section 10.2 Removal of Property. Upon any termination of this Lease, whether by lapse of time or otherwise or upon any termination of Lessee's rights to possession without termination of the Lease, Lessee shall surrender possession and vacate the water Tower and Water Tower Site immediately and remove therefrom any and all Equipment belonging to the Lessee within forty-five (45) days after the date of termination. In the event Lessee fails to remove its Equipment, Lessee hereby grants Lessor full and free license in such event, with process of law, to remove Lessee's property and Equipment from the Water Tower and Water Tower Site and that the costs of such removal shall be paid by the Lessee.

Section 10.3 Damages. Upon any termination of this Lease, whether by lapse of time or otherwise, Lessor shall be entitled to recover as damages, the present value of all unpaid rent remaining due, including any amounts treated as additional rent, and other sums due and payable by Lessee on the date of termination, including, but not limited to, the costs of performing any other covenants which would have otherwise been performed by the Lessee. Lessor shall further be entitled to recover any damages caused by Lessee in the removal of Lessee's Equipment.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Amendments. This Lease may not be modified, altered, changed or amended without the written consent of both parties hereto.

Section 11.2 Successors and Assignability. The terms, covenants and conditions hereof shall be binding upon and inure to the successors of the parties hereto. This Lease Agreement shall not be assigned without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

Section 11.3 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram, addressed to the parties hereto at the following addresses:

LESSOR: City of Cresco
 ATTN: City Clerk
 130 N Park Place
 Cresco, IA 52136

LESSEE: MiBroadband, LLC
 ATTN: Jill Fishbaugher
 PO Box 308
 Harmony, MN 55939

Section 11.4 No Liens. Lessee shall not permit any mechanic's, laborer's, or material man's liens, or any other lien of whatsoever kind and nature to be filed or otherwise placed against the Water Tower or Water Tower Site as the result of Lessee's occupancy or use thereof of construction thereon. The attachment of any lien as the result thereof may result in the termination of this Lease under the provisions of Section 9.1.

Section 11.5 Lessor's Mortgages. Lessee accepts this Lease subject to any and all mortgages now or any time hereinafter given, granted or otherwise pledged against the Water Tower Site and improvements thereon. Lessee agrees to execute, in demand, such instruments or releases as may be required to evidence the superiority of any mortgage lien placed against the Lessor's property or improvements.

Section 11.6 Governing Law Jurisdiction. The laws of the State of Iowa shall govern this

Lease and all action to enforce the same shall be commenced in the District Court for the State of Iowa, in and for Howard County.

Section 11.7 Conflict of Interest. Lessor represents and warrants that no officer, employee or agent of the Lessee has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the Lessor or any of the Lessor's officers, employees or agents in connection with obtaining, arranging or negotiation of this Lease or other documents or agreements entered into or executed in connection herewith.

Section 11.8 Severability. If any clause, phrase or provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase or provision hereof. The invalidity of one or more phrases, sentences, clauses or sections of this Lease contained shall not affect the remaining portions thereof or any part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives, who, by their execution hereof, do hereby acknowledge their respective authority to execute the same this _____ day of _____, 2019.

LESSEE: MiBroadband

LESSOR: City of Cresco

By: Jill Fishbaugher, CEO

By: Mark Bohle, Mayor

By: Brian Krambeer, Board Chairman

By: Michelle Girolamo, City Clerk

ACKNOWLEDGMENTS

STATE OF _____, _____ COUNTY, ss:

On this _____ day of _____, 2019, before me, a Public Notary in and for the State of _____, personally appeared Jill Fishbaugher and Brian Krambeer, to me personally known, and who, being by me duly sworn, did say that they are the CEO and Board Chairman, respectively, of MiBroadband LLC, a limited liability company; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) limited liability company; that said instrument was signed (and sealed) on behalf of said limited liability company by authority of its Board; and that the said Jill Fishbaugher and Brian Krambeer as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said County and State

My commission expires: _____

STATE OF IOWA, HOWARD COUNTY, ss:

On this _____ day of _____, before me, a Notary Public in and for the State of Iowa, personally appeared Mark Bohle and Michelle Girolamo, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cresco, Iowa, a municipal corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said Mark Bohle and Michelle Girolamo as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said County and State

City Seal:

My commission expires: _____

ATTACHMENT "A"

SITE AND WATER TOWER DESCRIPTION

The City of Cresco Water Tower located at 811 6th Street East in the City of Cresco, Iowa. The blue Water Tower is approximately 140 feet tall has a capacity of 500,000 gallons of water.

AND

The City of Cresco Water Tower located at 222 2nd Avenue Southwest in the City of Cresco, Iowa. The blue Water Tower is approximately 120 feet tall and has a capacity of 100,000 gallons of water.

ATTACHMENT "B"

WATER TOWER SPACE AND EQUIPMENT

There will be a total of 9 radios installed roughly 40 degrees apart on the perimeter of the water tower railing. Specifications on the radios and antennas can be found in the links provided below. There will be one AF-24 backhaul radio facing the tower at the MiEnergy Cresco office. An 18x16x8 Inch 120 VAC Weatherproof Enclosure with Heater and Cooling Fan will be installed wherever there is 120VAC power available and CAT5 wire will be run to all 10 radios. All hardware to be used will be either stainless steel or galvanized steel and everything will be properly grounded. The location of the enclosure is flexible (it can be at the base of the tower or up on top). Maximum power usage of all equipment will be 200Watts or less.

Additional Info:

RF Elements 40 degree Symmetrical Beam Antenna

Model: HG3-CC-S40

Datasheet: <https://rfelements.com/assets/Uploads/HG3-CC-S40-Datasheet.pdf>

Ubiquiti Networks Rocket 5AC Prism Gen2 5Ghz Radio

Model: RP-5AC-Gen2

Datasheet: https://dl.ubnt.com/datasheets/RocketAC/Rocket_Prism_AC_Gen2_DS.pdf

Ubiquiti Networks airFiber 24

Model: AF-24

Datasheet: https://dl.ubnt.com/datasheets/airfiber/airFiber_DS.pdf

ATTACHMENT "C"

WATER TOWER RENTAL FEE SCHEDULE

Rent is \$350.00 annually for the initial term of the lease, payable on or before February 1, 2019 for each Water Tower Site. Rent shall increase by 3% per year for the duration of the lease likewise payable February 1 of each successive year. That is, \$360.50 payable on or before February 1, 2020; \$371.32 payable on or before February 1, 2021, etc.

Electricity is \$250.00 annually for the initial term of the lease, payable on or before February 1, 2019 for each Water Tower Site. Electricity shall increase by 3% per year for the duration of the lease likewise payable February 1 of each successive year. That is, \$257.50 payable on or before February 1, 2020; \$265.23 payable on or before February 1, 2021, etc.

ATTACHMENT "D"

WATER TOWER EQUIPMENT INSTALLATION AND MAINTENANCE STANDARDS

- 1) All mounting hardware must be galvanized or stainless steel.
- 2) All transmission lines must be secured by wire ties, wraplok, standard hanger brackets, or other manufacturers recommended methods. Under no circumstances will plastic tywraps of any type be acceptable.
- 3) Any sidearms required must be manufactured by authorized Water Tower manufacturer.
- 4) All transmission lines must be grounded at the top near the antenna and at the bottom of the Water Tower.
- 5) Radio equipment located inside the building must be cabinetized and cabling neat in appearance.
- 6) All installation work/schedules must be coordinated with Lessor's System Engineer.
- 7) All transmission lines must be jacketed.
- 8) Any structural changes to the Water Tower required for antenna installation must be approved by authorized Water Tower manufacturer.
- 9) All engineering studies, required hardware/equipment, and installation costs shall be borne by Lessee and is non-refundable.
- 10) Lessee must ground their equipment at a location described by Lessor. This is to maintain an approved overall site grounding system.

ATTACHMENT "E"

WATER TOWER ACCESS REQUEST AUTHORIZATION

Lessee requests permission of Lessor to allow our employees or subcontractors named herein:

to climb the Water Tower to install and/or perform maintenance on Lessee's equipment.

Lessee hereby assume all risk of and responsibility for, agree to indemnify and save harmless Lessor, its employees, officers, agents, and contractors, from and against any and all claims, demands, suits, actions, recoveries, judgement, and costs and expenses in connection therewith, made, brought or obtained on account of loss of life, property or injury or damage to the person(s) above-named or injury or damage to the person or property of any person or persons whomsoever connected or not connected with the parties hereto, which loss of life or property, or injury or damage to person or property, shall be due to or arise out of, result from, or be in any way connected with the climbing of the Water Tower and/or all work done on the said Water Tower of any part thereof.

Lessee state that we are covered by insurance as follows:

TYPE OF INSURANCE: Comprehensive Public Liability and
Property Damage
NAME OF COMPANY: _____
AMOUNT OF INSURANCE: _____
INSURANCE POLICY#: _____

TYPE OF INSURANCE: Workman's Compensation
NAME OF COMPANY: _____
AMOUNT OF INSURANCE: _____
INSURANCE POLICY #: _____

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A RESIDENTIAL PURCHASE AGREEMENT WITH
SALTOU RENTALS, LLC**

WHEREAS, the Cresco City Council desires to purchase real property situated in Howard County, Iowa and legally described as:

Lot Three (3) of Twenty-One (21), Irregular Survey of the East Half (E ½) of the Northeast Quarter (NE ¼) of Section 27, Township 99 North, Range 11 West of the 5th P.M. in Howard County, Iowa; and

WHEREAS, the purchase price shall be \$31,500 with a closing and possession on or about April 1, 2019; and

WHEREAS, the terms and conditions are set forth in the Residential Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the Residential Purchase Agreement with Charles Saltou of Saltou Rentals, LLC.

Council member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into a RESIDENTIAL PURCHASE AGREEMENT with Saltou Rentals, LLC. Council member _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated _____, 2019, between the City of Cresco and Saltou Rentals LLC is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

RESIDENTIAL PURCHASE AGREEMENT

TO: Saltou Rentals, LLC (SELLER)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Howard County, Iowa, locally known as 321 4th Avenue SW, Cresco, Iowa, and legally described as:

Lot Three (3) of Twenty-One (21), Irregular Survey of the East Half (E ½) of the Northeast Quarter (NE ¼) of Section 27, Township 99 North, Range 11 West of the 5th P.M. in Howard County, Iowa

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be Thirty-One Thousand Five Hundred Dollars (\$31,500.00) and the method of payment shall be as follows:

Purchase price paid in full at time of closing.

2. **REAL ESTATE TAXES.** Sellers shall pay real estate taxes prorated to date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

3. **SPECIAL ASSESSMENTS.** SELLER shall pay any special assessments.

4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. **POSSESSION AND CLOSING.** Closing and possession shall be held on or about April 1, 2019, at the office of Buyer's Attorney, Joseph P. Braun at Elwood, O'Donohoe, Braun & White, LLP, 217 North Elm Street, Cresco, Iowa.

6. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water

softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants.

7. CONDITION OF PROPERTY.

A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

B. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.

9. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.

10. ENVIRONMENTAL MATTERS. (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as

provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. REMEDIES OF THE PARTIES. A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

17. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

18. CERTIFICATION. Buyers and Sellers each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. ADDITIONAL PROVISIONS:

A. City agrees that it is purchasing the property as is, where is, with no warranties or guarantees what-so-ever. A Residential Property Disclosure Statement shall not be furnished by the Seller because the City intends to demolish the property.

B. Seller shall keep all appliances, the furnace, the garage door, the metal roofing from the garage and the water heater. All of those items shall be removed from the premises no later than April 1, 2019.

C. Seller agrees that he shall evict the current renter from the premises and the renter and all renter's possessions shall be removed from the premises no later than April 1, 2019. Closing of this transaction is contingent upon the Seller removing the renter and the renter's possessions from the premises no later than April 1, 2019 and Seller removing the above-described items which are being retained by Seller from the premises no later than April 1, 2019.

D. Buyer agrees to pay all closing costs with the exception of any real estate taxes which encumber the premises and the prorated share of real estate taxes to the date of closing. Buyer shall also pay all costs for continuation of the Abstract of Title.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract.

Accepted _____

Dated _____

Saltou Rentals, LLC (SELLER)
By: Charles Saltou
321 4th Ave. SW
Cresco, IA 52136

City of Cresco (BUYER)
By: Mark Bohle, Mayor
130 N. Park Pl.
Cresco, IA 52136

By: Michelle Girolamo, City Clerk

Quotes for Water Heater for Police Garage
 January 2019

	<u>Electric</u> **		<u>Gas</u>	
Cresco Heating	\$1,310.15	50 gal & laundry sink	\$1,923.36	50 gal & laundry sink
Goschs	\$1,411.57	50 gal & laundry sink	\$2,018.74	50 gal & laundry sink
Kubik	\$1,497.99	50 gal & laundry sink	\$2,423.88	50 gal & laundry sink
Goschs			\$2,482.55 *	Tankless 96% efficient & laundry sink

**Bob's Electric	\$426.85	Wire Up New Electric Water Heater
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* Tankless - Vikre and Kubik will not quote a tankless without a water softener installed

CRESCO HEATING & VENTILATING, LLC

112 W 2ND STREET - CRESCO, IOWA 52136

PHONE 563-547-2982

HEATING - PLUMBING
AIR CONDITIONING
SUBMERSIBLE PUMPS
GEOTHERMAL HEATING & COOLING

CITY OF CRESCO
130 N PARK PLACE
CRESCO, IOWA 52136

Proposal

11/26/2018

POLICE GARAGE

GPVL40 NG POWER VENT WATER HEATER AOS
1/2 BRASS PEX X 1/2 FPT DROP EAR EL (94620)
1/2 BOILER DRAIN
FL1 SHOP SINK
SHOP DELTA FAUCET 2131 DELTA
1 1/2 PVC PTRAP
12" FAUCET FLEX CONN
1/2 NOM SHALLOW ESCUTHEONS
C76-571LF ANGLE CHROME STOP(133426)
MISC FITTINGS
LABOR

DATE _____

ACCEPTED BY _____

The prices, specifications and conditions are hereby accepted. You are authorized to do the work as proposed. Payment will be made as outlined below.

This estimate may be withdrawn by us if not accepted within 15 days.

Payment is due 10 Days from the Invoice/Statement Date.

Subtotal	\$1,923.36
Sales Tax (0.0%)	\$0.00
Total	\$1,923.36

All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above estimate involving extra costs will be excused only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

11-26-18

**City of Cresco
Police Department Garage Plumbing**

Install plumbing in police garage, price includes:

- Clean up water meter and level with shelf brackets
- PEX water connections from meter, through water heater to utility sink
- Hot and cold hose connection on the wall
- Mustee floor/wall mount utility sink
- Glass board backer for utility sink. This give the sink a water resistant backing that is smooth and gives a positive seal for the sink
- Delta 2121 laundry sink. Lifetime warranty
- PVC connections for laundry sink with cheater vent
- Water heater connections, gas with ridged black pipe, PVC venting, condensate material, wall mounting for tankless and concrete block for tank water heater
- Misc. material
- Our labor

All above plumbing installed with a 50 gallon, Richmond, NG, power vent water heater purchased from Fisk's Farm and Home: \$2018.74 installed contract price.

- Water heater comes with a 6 year tank warranty.
- There is no rebate for this water heater.

All above plumbing installed with a Navien, NPE150 tankless, wall mount, 96% efficient water heater: \$2482.55 installed contract price.

- Water heater comes with an 8 year heat exchanger, 5 year parts, and 1 year labor warranty.
- Navien will receive a \$300.00 rebate from Black Hills Energy.

Thank You

David Gosch

Gosch's Plumbing, heating and Well Service

License #3840



KUBIK INC.

KUBIK PLUMBING, HEATING & A/C
206 N Elm Street
CRESCO, IA 52136

Estimate

Date	Estimate #
11/13/2018	977

Name / Address
City of Cresco 130 N Park Place Cresco, Iowa 52136

Description	Qty	Cost	Project
			Total
GPVL40 200 40 Gall NG Water Heater	1	1,550.89	1,550.89T
17W Mustee Wall Hung Utilatub	1	140.00	140.00T
2131LF Chr Laundry	1	82.99	82.99T
water lines, fittings, gas fittings, pvc	1	200.00	200.00T
install water heater and sink in Police Garage	6	75.00	450.00T
Government Agency, exempt from Sales Tax		0.00%	0.00

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Estimate Pricing only good for 30 days.
50% down payment required.

Total	\$2,423.88
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Phone #
563-547-3684

CRESCO HEATING & VENTILATING, LLC
112 W 2ND STREET - CRESCO, IOWA 52136
PHONE 563-547-2982

HEATING - PLUMBING
AIR CONDITIONING
SUBMERSIBLE PUMPS
GEOTHERMAL HEATING & COOLING

CITY OF CRESCO
130 N PARK PLACE
CRESCO, IOWA 52136

Proposal

11/26/2018

POLICE GARAGE

50 GAL ELECTRIC WATER HEATER
1/2 BRASS PEX X 1/2 FPT DROP EAR EL (94520)
1/2 BOILER DRAIN
FL1 SHOP SINK
SHOP DELTA FAUCET 2131 DELTA
1 1/2 PVC PTRAP
12" FAUCET FLEX CONN
1/2 NOM SHALLOW ESCUTHEONS
C76-571LF ANGLE CHROME STOP(133426)
MISC FITTINGS
LABOR

ELECTRIC WIRING NOT INCLUDED

DATE _____

ACCEPTED BY _____

The prices, specifications and conditions are hereby accepted. You are authorized to do the work as proposed. Payment will be made as outlined below.

This estimate may be withdrawn by us if not accepted within 15 days.

Payment is due 10 Days from the Invoice/Statement Date.

Subtotal	\$1,310.15
Sales Tax (0.0%)	\$0.00
Total	\$1,310.15

All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above estimate involving extra costs will be excused only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

1-7-19

**City of Cresco
Police Department Garage Plumbing**

Install plumbing in police garage, price includes:

- **Clean up water meter and level with shelf brackets**
- **PEX water connections from meter, through water heater to utility sink**
- **Hot and cold hose connection on the wall**
- **Mustee floor/wall mount utility sink**
- **Glass board backer for utility sink. This give the sink a water resistant backing that is smooth and gives a positive seal for the sink**
- **Defra 2121 laundry sink. Lifetime warranty**
- **PVC connections for laundry sink with cheater vent**
- **Water heater connections, gas with ridged black pipe, PVC venting, condensate material, wall mounting for tankless and concrete block for tank water heater**
- **Misc. material**
- **Our labor**

All above plumbing installed with a Richmond 50 gallon, Electric water heater purchased from Fisk's Farm and Home: \$1411.57 installed contract price.

- **Water heater comes with a 6 year tank and parts warranty.**
- **There is no rebate for this water heater.**

**Thank You
David Gosch
Gosch's Plumbing, heating and Well Service
License #3840**

KUBIK INC.

KUBIK PLUMBING, HEATING & A/C
206 N Elm Street
CRESCO, IA 52136

Estimate

Date	Estimate #
12/18/2018	987

Name / Address
City of Cresco 130 N Park Place Cresco, Iowa 52136

Description	Qty	Cost	Project
			Total
ENS50 50gal 4.5KW 240Vtall Wtr htr Mar Promax Electric water heater	1	875.00	875.00T
misc material	1	100.00	100.00T
17W Mustee Wall Hung Utilatub	1	140.00	140.00T
2131LF Chr Laundry	1	82.99	82.99T
install water heater and laundry sink at police garage	4	75.00	300.00T
Government Agency, exempt from Sales Tax		0.00%	0.00

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Estimate Pricing only good for 30 days.
50% down payment required.

Total	\$1,497.99
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Phone #
563-547-3684