

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: NOVEMBER 3, 2014

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: CARMAN, BOUSKA, McGEE, McCARVILLE, LOVELESS

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 October 20, 2014 Worksession
4. Approval of Minutes from October 20, 2014

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. Motion to Approve Hiring Adam Barnes as Full-Time Water/Wastewater Laborer
2. Resolution Authorizing the City Clerk to Sign the Custom Rebate Incentive Proposal with Alliant Energy Corporation
3. Resolution Accepting the Annual Financial Report of the City of Cresco, Iowa for the Fiscal Year 2013-2014 and Directing the Clerk to File the Report with the Iowa Auditor of State
4. Resolution Approving an Auction House be Allowed in the C-2 Zone at 117 & 123 South Park Place
5. Resolution Establishing a City Energy Advisory Team
6. Resolution Accepting Public Improvements for Airport Runway Joint and Crack Cleaning and Sealing Project
7. Review Bids for Purchase of New Dump Truck and Possible Award of Contract
8. Review Auctioneer Bids for Building Contents at 134 North Elm Street and Possible Award of Contract
9. Resolution Fixing Date for Public Hearing on Sale of Real Estate and Manner and Method of Sale of Real Estate for 134 North Elm Street

COMMENTS FROM AUDIENCE:

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 28A, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED OCTOBER 31, 2014.

Audited Financial Statements – The Audit Report is available at City Hall and the Library. A copy is also on the desk for each Council Member and Mayor. Enclosed is the letter addressed to the Mayor and Council regarding the Audit. Also I enclosed the news release that will be published. The Auditors are wondering if you would like them to come and present the Audit report at a Council meeting. There are no findings except to note that we had 3 related party transactions during the fiscal year. We will discuss whether to schedule a presentation or not.

Barnes – For the minutes, we need to have a motion to hire Adam Barnes as FT Water/Wastewater Laborer at \$17.63 per hour after the 90 day probation period. This is to replace the opening created when Tim Courtney retired as Water Superintendent and Drew Zahasky was promoted to Water Superintendent. Adam will be shared in the combined water & sewer departments and will bring us back to having 5 employees in the shared department. This is a reduction from six that we used to have in the two departments.

Custom Rebate – this is accepting the custom rebate proposal for the LED lights we installed in City Hall. I called before the installation began to make sure they could be installed before we received this proposal. We were authorized to do the work because the pre-approval application was received and approved prior to installation. The rebate is \$1700 of the \$9400 or 18% to help with the cost of retrofitting the LED lights.

Annual Financial Report – this reports needs to be completed, published and filed before December 1st each year. It has been reconciled with the audited financial statements. Let me know if you have any questions.

Auction House – read Burke's letter to the P&Z and then the minutes from the P&Z meeting. The request and recommendation is only for the old Sandy's Café building to allow the auction house if they get the property purchased.

CEAT – this team will assist Amy and Christine Muduro in the Energy Management project to prepare recommendations for Council for energy saving alternatives.

Airport Runway project – Council needs to accept the project that was done to seal the cracks to fulfill the grant requirements.

Bids – we budgeted \$86,000 for the purchase of a new dump truck. This was the estimated cost with trade-in of our old dump truck. We are now advertising and hoping to sell the old dump truck outright.

Thiele property contents – as of 10/31/14 we still have not heard back from the previous owner regarding the contents of the building. We should have two bids from local Auctioneers on the terms of conducting an auction to sell the contents of the building.

Council will need to decide whether to proceed with an auction or dispose of the contents in another method.

Warner Building (Thiele property) – Council decided at the last meeting that there is no public purpose for the building so it should be sold. We decided the best way to sell it for FMV is to do as we have done in the past with real estate and sell it by auction (with sealed bids to start the bidding). Council needs to decide what it will repair and what the new owner will be responsible for (especially the sidewalk & roof) taking into consideration that the City has been approached by an interested buyer that prefers no improvements be made by the City as he would end up “undoing” everything we did . Council also needs to decide when we will be ready to sell the building to set a date. This resolution can be tabled if we are not ready to set the date.

Michelle Girolamo

Mayor Mark Bohle called to order a special worksession with the Cresco City Council and Cresco Library Board on October 20, 2014, at 5:00 pm at City Hall. Council Members Carman, Bouska, McGee and McCarville were present. Loveless arrived at 5:45 pm.

Library Board Members Flossie Morrison, Patsy Bronner, David Shaw, Curt McNew, Larry Joiner, Sharron Meyer, Helen Schmauss and Janice Dybevik were present. Also Library Director Carmen Buss and City Clerk Michelle Girolamo were in attendance.

Mayor Bohle explained the packet of information that was sent to the Council and Board members. He explained that cuts to the City Budget, including the Library's budget, will need to be made in the future due to declining property tax revenues because of changes in the State Law. Commercial rollbacks and caps on increases of property taxes will negatively impact the City's revenues.

The exact amount of budget cuts are not known at this time and will depend upon the taxable valuations the County Auditor calculates as well as all of the City Department's budget requests. Council encouraged the Library Board to delay hiring another employee and to look at alternative ways of operating the Library to reduce their expenses in preparation of future budget reductions.

The Library Board thanked the Council for the information and will review it at the next few Board meetings.

Bouska moved to adjourn the Council worksession at 5:46 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on November 3, 2014 at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

The Cresco City Council met October 20, 2014, at 7:00 pm at City Hall. Council Members Carman, Bouska, McGee, McCarville and Loveless were present. No Council Members were absent.

McGee made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the October 6, 2014 meeting. Bouska seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) Street: used the last of the oil for the durapatcher so that has been put away for the winter. They are busy picking up leaves and getting rock in the alleys in preparation for winter. Cleaned up the old truck that we will try to sell in hopes of getting more than the trade-in allowance; (b) Water/Sewer: started hauling sludge. Busy with helping on the Granger Road project. We received 28 applications for the Laborer position and hired Adam Barnes who will be starting November 3rd.

Police Chief Tim Ruroden reported they will be conducting interviews soon. The Chief and Sergeant will be attending a training for the mindset of an active shooter. They have been busy with investigations.

City Clerk Michelle Girolamo reported (a) October 28th will be the removal of the underground storage tank at the airport and we received a notice today that we met the criteria so all of the cost of removal and reporting will be reimbursed by State; (b) reviewing quotes for a new copier; (c) reviewing the draft copy of the Audit Report and filling out the MD&A; (d) preparing the Annual Financial Report.

Daren Sikkink updated Council on the 3rd Street West Project. It does not appear that it will be completed by the completion date of October 31, 2014. They have brought in extra crews but it still appears it will not be finished. A letter was sent to Skyline requiring them to propose a new completion date. There will be liquidated damages of \$1,500 per day after October 31, 2014. They have made some progress and will hopefully be finished with the watermain by the end of the week. There is still significant amount of work left on the sanitary sewer and the storm sewer and the road grading and paving. We will require the road to be drivable before they stop working for the winter even if it is not paved. They will get as much done as they can before it starts freezing. It will be difficult to maintain over the winter if it is not paved.

Loveless made the motion to approve the resolution accepting the Annual Urban Renewal Report of the City of Cresco, Iowa for the fiscal year 2013-2014 and directing the clerk to file the report with the State of Iowa Department of Management. Carman seconded and it passed all ayes.

McCarville made the motion to approve the resolution authorizing the City Clerk to renew the health insurance contract with Wellmark Blue Cross/Blue Shield. Girolamo stated that she contacted Wellmark to start the paperwork but it was contingent on the Council passing this resolution. Loveless seconded and it passed all ayes.

Discussion was held regarding nuisance property acquired October 1, 2014 at 134 North Elm Street. The previous owner came into City Hall about 10 days ago claiming that he did not understand that the papers he signed along with his attorney were giving up his ownership rights. Freidhof advised him to consult with his attorney. There has been no further contact with the City or our attorney. Consensus of Council was to proceed with getting bids from two local auctioneers for the contents of the building. The contents will be auctioned at a public sale.

Council discussed the building and determined there was no public purpose that the City could use it for. There has been no electricity or heat in the building for a while and the roof is leaking. The sidewalk is in very bad shape and the awning needs to be fixed. They discussed doing minimal repairs to the building until it can be sold. Discussion was that once

the contents are removed from the building, the City would accept sealed bids with a minimum bid set once all expenses are calculated for the building. The bids would then be opened at a public hearing and an auction would then take place with only people submitting a sealed bid able to bid on the property. The resolution for fixing the date for a public hearing on the sale was tabled until the next meeting.

Mayor asked if there were any comments from the audience. Willard Balk expressed concerns about the safety of children on 8th when school is released in the wintertime. He suggested that all the snow be plowed to the middle of the road and removed after every snowfall. Freidhof replied that they do try to haul the snow out a couple of times over the winter on that road. Currently we don't have the manpower to haul it out every snowfall but maybe we could look into contracting it out or working with the school to help haul it away. Balk also voiced concerns over bicyclists not adhering to the rules of the road, namely stop signs and traveling the wrong direction. Ruroden replied that they have given some tickets out for bicyclists breaking the rules. Both agreed that more education to young children as part of the school curriculum may be helpful.

Paul Lovell informed Council that he was interested in purchasing the building and would prefer that the City not spend the money to make any of the repairs since he planned to make many changes and would probably just tear out the improvements if he did get the building at the sale. He had been trying to purchase the building for over a year but the previous owner would not return calls or letters.

Carman moved to adjourn at 7:38 pm. Bouska seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on November 3, 2014 at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:

ADVANCED SYS	Maint	70.49
ALEXIS FIRE	Supp	286.20
ALLIANT	Elect	920.80
BAKER&TAYLOR	Books	1,180.69
BLACK HILLS	Nat gas	29.40
BC / BS	Insur	23,608.52
BOB'S ELECT	Srvc, supp	13,807.68
BRUENING ROCK	StrmSewRpr	6,480.00
C.H. MCGUINNESS	Srvc	800.26
CAMPSITE RV	LP tank/fill	66.46
CANOE RIDGE KENNEL	Srvc	98.10
CARDMEMBER SRVC	DVDs,supp	546.45
CITYOFCRESCO	Util, insur	2,733.08
COMPASS MINERALS	Salt	14,770.62
CONCRETE FND	Airpt seal	15,000.00
CO-OPERATIVE THEAT	Fee	420.00
CRESCO FIRE SAFE	Srvc	160.00
CRESCO SHOPPER	Advrt	339.93
CRES TPD	Publicat, advert	86.00
CROELL REDI-MIX	Supp	243.00
DALCO	Supp	965.57
DATA TECH	Supp	156.39
DEMCO	Supp	96.55
DES MOINES STAMP	Supp	45.90
FAREWAY STORE	Supp	32.06
FENCO PROD	Equip	2,349.92
FOLEY'S CONST	Srvc	182.00
GROUP SRVCS	Fee	317.75
H&S MOTORS	Rprs	406.67
HANSON TIRE	Srvc	259.45
HAWKEYE REC	Elect	4,570.52
HAWKEYE SAN	Grb /rcyl	44,143.80
HOGAN HANSEN	Audit part	2,000.00
HOLSTROM JEWEL	Supp	95.00
HRON, DEAN	Srvc	75.00
HYBERGER, RON	Reimb conf	168.58
IA DEPT TRANS	Durapatcher oil	355.50
IA LEAGUE OF CITIES	Fee	35.00
IA ONE CALL	Srvc	42.30
METERING & TECH	Equip	1,034.84
NATL ELEVATOR INSPECT	Srvc	58.00
NE IA TELEPHONE	Tech srvc	693.75
O'HENRY'S	Supp	175.58
PAYROLL		58,212.06
PEPSI-COLA	Concessions	1,000.20
PETTY CASH	Postage	140.97
PHIL'S LAWN SRVC	Srvc	40.00
POSTMASTER	Postage	75.00
RICOH	Copies	59.37
RILEY'S	Supp	92.77
RUPPERT	Supp	1,727.25
SANDRY FIRE	Equip	1,433.75
SCHOLBROCK MASON	Srvc	1,236.00
SCHUMACHER ELEVAT	Maint	137.21
SIGNS & DESIGNS	Supp	98.44

STATE HYGIENIC LAB	Analys	108.50
TECHNICOLOR	Fee	45.34
U.S. CELL	Phones	167.11
UPSTART	Supp	20.95
WALL ST JOURNAL	Subscript	323.88
WARNER BROS	Fee	700.00
WEBER PAPER	Supp	231.32
WINDSTREAM	Phone	334.67
WINKIE, DAVID	Reimb supp	52.74

GENERAL	114,200.50
LOST PROJECT	11,128.73
NUISANCE	174.00
MEDIACOM	544.49
EQUIPMENT REPLC	50.48
DRUG DOG	137.62
CRESCO COMM FIRE	372.96
ROAD USE	24,108.57
EMPLOYEE BEN	19,131.90
FC TRUST	75.00
WATER	13,012.84
SEWER	15,970.61
CAP IMPROVE	6,494.07
YARDWASTE	743.57
EXPENDITURES	206,145.34
Revenues 10/7 to 10/20/14	861,675.32

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Certified Public Accountants and Consultants

To the Honorable Mayor
and Members of the City Council
City of Cresco
Cresco, Iowa

We have audited the financial statements of the City of Cresco for the year ended June 30, 2014, and have issued our report thereon dated October 15, 2014. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities Under Auditing Standards Generally Accepted in the United States of America and Government Auditing Standards

Our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with the cash basis of accounting as described in Note 1 to the financial statements. Our audit of the financial statements does not relieve you or others within management of your responsibilities.

As part of our audit, we considered the internal control of the City of Cresco. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the City of Cresco's compliance with certain provisions of laws, regulations, contracts and grants. However, the objective of our tests was not to provide an opinion on compliance with such provisions.

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Our responsibility for the other information included in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. Other information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information will not be subjected to the auditing procedures applied in the audit of the basic financial statements, and we have no responsibility for determining whether such other information is properly stated.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Cresco are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the City of Cresco during the year for which there is a lack of authoritative guidance or consensus. We noted no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of commitments is based on contracts approved prior to, but not completed as of June 30, 2014. We have evaluated the key factors and assumptions used to develop the estimate of commitments in determining it is reasonable in relation to the financial statements taken as a whole.

The disclosures in the financial statements are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no audit adjustments identified as a result of audit procedures. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter.

To the Honorable Mayor
and Members of the City Council
City of Cresco
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Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Information in Documents Containing Audited Financial Statements

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with the cash basis of accounting, the method of preparing it has not changed from the prior period and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year during the audit engagement. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Mayor, members of the City Council and management of the City of Cresco and is not intended to be and should not be used by anyone other than these specified parties.

HOGAN - HANSEN

HOGAN - HANSEN

Mason City, Iowa
October 15, 2014

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Certified Public Accountants and Consultants

News Release

FOR RELEASE: October 28, 2014

Hogan - Hansen, A Professional Corporation, today released an audit report on the City of Cresco, Iowa.

The City's receipts from governmental activities totaled \$4,072,556 for the year ended June 30, 2014, a 28% decrease from the prior year. The receipts included \$1,869,164 in property tax, \$1,157,920 from charges for service, \$616,957 from operating grants, contributions and restricted interest, \$380,683 from local option sales tax, \$9,797 from unrestricted investment earnings, \$30,000 from note proceeds and \$8,035 from other general receipts. Receipts from business-type activities were \$1,324,754.

Disbursements for governmental activities for the year ended June 30, 2014 totaled \$4,198,609, a 26% decrease from the prior year, and included \$1,188,830 for public works, \$1,076,727 for culture and recreation and \$874,205 for public safety. Disbursements for business-type activities totaled \$1,199,090.

The significant decrease in receipts and disbursements is primarily due to issuing and retiring long-term debt in the prior year.

A copy of the audit report is available for review in the City Clerk's office, in the office of the Auditor of State and the Auditor of State's website at <http://auditor.iowa.gov/reports/index.html>.

RESOLUTION NUMBER 111401

**RESOLUTION AUTHORIZING THE CITY CLERK TO SIGN THE
CUSTOM REBATE INCENTIVE PROPOSAL WITH
ALLIANT ENERGY CORPORATION**

WHEREAS, the City of Cresco plans to implement an energy efficiency program by retrofitting all fluorescent tube lights with LED light fixtures on the main level of City Hall; and

WHEREAS, the City of Cresco and Interstate Power and Light Company (“IPL”), a wholly-owned subsidiary of Alliant Energy Corporation recognize the energy savings associated with this project; and

WHEREAS, IPL is presenting an estimate and proposal for a Custom Rebate Energy Efficiency Project for an estimated custom rebate amount of \$1,700 for the estimated project cost of \$9,400; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Clerk is authorized and directed to sign the Agreement for the Custom Rebate Incentive Proposal with Interstate Power and Light Company (“IPL”), a wholly-owned subsidiary of Alliant Energy Corporation.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Custom Rebate Incentive Proposal for the City of Cresco is approved and that the City Clerk is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2014.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo



Custom Rebate Incentive Proposal
for
CRESCO,CITY OF

Date: 10/28/2014

Proposal: CRESCO,CITY OF - LED Retrofit

Account Number: 28-06-022-1430-09

Customer Name: CRESCO,CITY OF

Address: 130 N PARK PL

City: CRESCO

State: IA

Zip: 52136

Interstate Power and Light Company ("IPL"), a wholly-owned subsidiary of Alliant Energy Corporation, is pleased to present this estimate and proposal for a Custom Rebate energy efficiency project. The project includes installation and operation of the following technologies:

Tech Code	Technology	Cost	Max Summer kW Savings	Annual kWh Savings	Annual Therm Savings
522	Efficient Interior LED Lighting	\$9,400.00	3.60	10,000	

PROJECT SUMMARY	
Estimated Project Completion Date	12/31/2014
Estimated Equipment and Installation Cost	\$9,400.00
Estimated Custom Rebate Amount	\$1,700.00

This proposal outlines the technical aspects of the project. The Customer is eligible for the rebate indicated above, regardless of whether an equipment dealer ("Dealer") or a vendor ("Contractor") performs the installation. The final Custom Rebate will be based upon IPL's verification of installation and calculations of verified savings. The customer acknowledges that these figures present an estimate and that all amounts are subject to change after verification of the final installed product and savings. IPL is not responsible for any miscalculations or inaccurate assumptions contained in the initial estimates provided herein.

Terms and Conditions

1. All Custom Rebates projects must be pre-approved prior to beginning equipment installation.
2. Custom Rebates are available for energy efficiency projects in commercial, industrial or agricultural facilities that save retail electricity and/or natural gas provided by IPL in Iowa and Minnesota. Small Volume Natural Gas Transport Customers are also eligible for Custom Rebates. IPL's wholesale electric and natural gas customers and IPL's natural gas transport customers are not eligible.
3. Custom Rebates are available for projects installed in new and existing commercial, industrial or agricultural facilities.
4. Custom Rebates will be paid by check.
5. The Custom Rebate program is subject to availability and other limitations and may change or be eliminated without prior notice. The customer is responsible for checking with an IPL Key Account Manager to determine if the project is eligible for the program prior to commitment to an energy efficiency project.
6. IPL can modify or deny a Custom Rebate, in its sole discretion, based on the following criteria based on available budget and final verification.
7. The size of conservation impact per rebate dollar spent;
8. Verification that the energy efficiency measures are installed and operational;
9. The equipment must be installed and operational by the completion date indicated on page one.
10. IPL or its designated representative reserves the right to verify sales transactions and inspect installation sites before, during or after installation. This may include metering of system performance before or after installation. IPL or its designated representative has the sole right to measure, interpret, calculate, and determine the verified energy savings for the project.
11. In general, IPL calculates a custom rebate as 1.5 times the annual energy dollar savings subject to a 2-year (two) simple payback for the project.

Release

WHEREAS, the Customer is a customer of IPL for purposes of any transaction, including purchase and/or installation of equipment;

WHEREAS, it is the intent of IPL that no agency, joint venture or partnership between IPL or Customer will be created as a result of the sale, construction, installation and incentive on the equipment or materials.

NOW, THEREFORE, for valid consideration, receipt of which is hereby acknowledged, Customer hereby releases and holds harmless IPL, its agents, officers, directors, employees and assigns, of and from any all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, injury to persons or property, that may be sustained by Customer or a third party in connection with the installation, use or possession of the above-mentioned equipment.

1. **WARRANTIES AND WAIVER.** Customer acknowledges that neither IPL, its affiliates, nor any of the IPL consultants are responsible for assuring that the design, engineering and construction of the commercial facility or installation of the energy efficiency measures is proper or complies with particular laws, codes or industry standards.

IPL does not guarantee that installation of any of the energy efficiency measures will result in any level of energy savings or result in any measurable energy-related benefit.

Any warranty on the equipment shall be provided through the equipment manufacturer. Customer acknowledges, warrants and agrees that the services, materials and equipment is suitable for its purposes and agrees that it has had the opportunity to inspect said equipment and takes possession of same "AS-IS WHERE-IS without any warranties or representations whatsoever" other than any applicable manufacturers' warranties. Customer specifically acknowledges that IPL makes no representations or warranties of any kind as to the merchantability, fitness for a particular purpose, design or conditions of the equipment. ALL SUCH WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY IPL. IPL makes no representations or warranties of any kind as to the installation or operation of the equipment sold and/or installed by Dealer and/or Contractor. IPL shall not be liable in contract, tort and strict liability, or otherwise, whether resulting from any of the foregoing or otherwise, on account of any defect, whether hidden, latent or otherwise discoverable or undiscoverable respecting the equipment.

2. **INDEMNIFICATION.** Customer agrees to assume all risk of loss and to defend, indemnify and hold IPL, its agents, officers, directors, employees and assigns harmless against any and all claims, liabilities, damages, losses, costs or expenses of whatever nature or character for all injuries or damage of any type to any person or property, including injuries or damage to third parties, occasioned wholly or in part by any act or omission of Customer, Dealer, or Contractor.

Customer specifically recognizes, and releases IPL from any and all liability. IPL SHALL NOT IN ANY EVENT OR UNDER ANY CIRCUMSTANCE WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF SITE SYSTEMS OR PROPERTY, COST OF CAPITAL OR CLAIMS BY CUSTOMER OF DAMAGE TO CUSTOMER'S PROPERTY OR ANY THIRD PARTY'S PROPERTY.

3. Customer further acknowledges that IPL will not provide insurance coverage for the Customer, and that it is Customer's responsibility to procure insurance coverage against any hazards relating to the equipment to protect persons and property.

You may be requested to complete a random customer satisfaction survey after the receipt of your Custom Rebate. Your participation in any survey is appreciated, but not required.

This proposed agreement is only valid for 60 calendar days from the date of this proposal.

In order to receive the Custom Rebate the Customer must submit a project completion form and include invoices verifying project costs within 45 days of installation of equipment or this Custom Rebate incentive may be denied. Customer must schedule and permit any verification activities that IPL may choose to conduct. Failure to comply with any program requirements may result in denial of payment of the Custom Rebate.

All communications related to this Agreement will be to the persons listed below or to such other persons as the parties may specify in writing:

Alliant Energy	CRESCO, CITY OF
Name: Darrell Andersen	Name: Michelle Girolamo
Address: PO Box 351	Address: 130 N PARK PL
City/State/Zip: Cedar Rapids IA 52406	City/State/Zip: CRESCO IA 52136
Phone: (800) 862-6222	Phone: (563) 547-3101
Email: darrellandersen@alliantenergy.com	Email: cityhall3@iowatelecom.net

We thank you for your interest in the program.

Sincerely,

Name: Bonnie Donnolly

Title: Manager – IPL Energy Efficiency

Date:

In order to be eligible for a Custom Rebate, I accept this Agreement.

I certify that I will purchase the equipment described on this form and that it will be installed at the service address indicated. I agree to the terms and conditions stated in this Agreement.

I agree to install the projects listed in this proposal. I understand that substantial changes in the installation, expected cost and/or savings of these projects will change the Custom Rebate amount.

CRESCO, CITY OF

By:

Print Name:

Title:

Date: