

Whereupon, Council member Jergens moved that the following resolution be adopted:

Resolution 2022-15

**A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT
WITH THE EAGLE GROVE AREA CHAMBER OF COMMERCE**

WHEREAS, the City Council of the City of Eagle Grove has reviewed a Grant Agreement with the Eagle Grove Area Chamber of Commerce for awning services relating to the City's Downtown Renovation efforts, and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Eagle Grove hereby approve this Resolution and authorize the Mayor and City Clerk to execute the Agreement between the City of Eagle Grove and the Eagle Grove Area Chamber of Commerce.

The motion was seconded by Council member Limerick and after due consideration thereof, the roll was called and the following Council members voted:

Ayes: Pamperin, Weland, Jergens, Lorenzen, Limerick, and Quintus
Nays:

Whereupon, the Mayor declared said this Resolution duly passed and adopted this 7th day of February, 2022.

Sandra McGrath
Sandra McGrath
Mayor

ATTEST:

Bryce Davis
Bryce Davis
City Administrator/Clerk

**GRANT AGREEMENT FOR THE CITY OF EAGLE GROVE'S
DOWNTOWN AWNING REVITALIZATION**

This Agreement dated _____, 2022 by and between Eagle Grove Chamber of Commerce ("Chamber") and the City of Eagle Grove, Iowa, a political subdivision of the State of Iowa ("City").

Whereas, the City desires to incentivize its downtown business owners to invest in their properties via awning improvements that will improve the aesthetics of the properties and, in turn, their appeal and value;

Whereas, the City-offered awning incentives will be made through a partnership with the Chamber in which the Chamber will supervise and oversee the awning improvements to ensure they are completed in the manner set forth in this Agreement; and

Whereas, the awning incentives will be in the form of grants from the City to the Chamber for distribution to the qualifying property owners upon the satisfaction of the terms of this Agreement ("Grant" or "Grants"); and

Now, based on the foregoing premises, the parties mutually agree to administer the provision of a Grant on the following terms and conditions:

1. Upon a downtown property owner's completion of the installation of an awning which complies with the City's Municipal Code and is self-supporting (i.e., does not require supportive structures which encroach onto the sidewalk), the City agrees to disburse an amount not to exceed \$10,000.00 per awning for actual expenses incurred—the total amount of all awning Grants made by the City pursuant to this Agreement not to exceed \$150,000.00—to the Chamber for distribution to the eligible property owner.
2. The awnings must be fully installed by December 31, 2022 to be eligible for a Grant, and the City retains the right to inspect the awning to ensure it meets the requirements of this Agreement before disbursing the Grant. If the City determines that the awning does not comply with this Agreement, then it may refuse to make the Grant.
3. Upon completion of the awning project, the property owner shall certify in writing to Chamber that the project is complete, including invoices showing the cost of labor and materials expended for the project, and request disbursement of the Grant.
4. Within thirty (30) days of receipt of the aforementioned certification, the City shall inspect the awning, notify the property owner whether the awning complies with this Agreement, and if so, disburse the Grant to the Chamber.
5. The City may recover its costs and attorney fees in any action to enforce or remedy a breach of this Agreement.
6. The Chamber may not assign its rights under or interest in this Agreement.
7. Notwithstanding its agreement to provide a Grant as set forth in this Agreement, the City

shall have no liability to any property owner, contractor, the Chamber, or other third party for any cost, loss, liability, payment, claim, or damages which are in any way related to the awning project or this Agreement, and the Chamber shall indemnify and hold the City and its officers, employees, agents, and attorneys (the "Indemnified Parties") harmless therefrom, including the Indemnified Parties' attorney fees and litigation costs.

8. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and concurrent proposals and agreements, whether oral or written, and all other communications between parties relating to the subject matter. No amendments, modifications, or additions to this contract shall be binding unless they are in writing and signed by all parties hereto.

9. The Agreement shall be binding upon each party's successors in interest.

In witness, the parties have executed this Contract as of the date above.

CITY OF EAGLE GROVE, IOWA

By: *Sandy McGrath*
Sandy McGrath, Mayor

Attest: *Bryce Davis*
Bryce Davis, City Clerk

EAGLE GROVE CHAMBER OF
COMMERCE:

By: _____
Print Name:
Title: President