

City of Mountain Home

Downtown Beautification Agreement

AGREEMENT, made this _____ day of _____, 20____,
Between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation
of the County of Elmore, State of Idaho, whose address is 160 South Third East,
Box 10, Mountain Home, Idaho 83647, hereinafter referred to as “CITY”, and

NAME OF BUSINESS

OWNER/S/

MAILING ADDRESS/PHYSICAL ADDRESS

Hereinafter referred to as the “OWNER” WITNESSETH:

WHEREAS, Idaho Code § 50-302 provides that the CITY has the power to maintain the peace, good government, and welfare of the CITY and its trade, commerce and industry for the general welfare of its citizens, and WHEREAS, the CITY has determined that the beautification and revitalization of the CITY’S downtown area is for the general welfare of the CITY and its citizens, and, WHEREAS the CITY has agreed, through its DIG-IT Committee, to provide financial assistance for certain approved projects and improvements to the exterior of buildings in the downtown area that will beautify and revitalize the downtown area as herein provided, and,

WHEREAS, OWNER owns a business and/or building in the downtown area of the CITY and has agreed to construct the project or improvements that are described herein that will beautify and/or revitalize the OWNER’S building, NOW,

THEREFORE; IT IS HEREBY AGREED between the parties as follows:

1. BEAUTIFICATION/REVITALIZATION PROJECT: Owner has agreed to construct the project or make the improvements that area described in Exhibit A” that is attached hereto and by this reference made a part of the agreement, which project or improvements have an estimated cost of \$_____.
2. APPROVAL OF PROJECT BY CITY: The project described in Exhibit A has been approved by the CITY, through the DIG-IT Committee, as a project that will promote the general welfare of the CITY by beautifying and/or revitalizing the downtown area of the CITY.
3. CITY PARTICIPATION: The CITY shall pay to OWNER forty-nine percent (49%) of the total cost of the project or improvements described in Exhibit A, or the sum of Five Hundred Dollars (\$500.00), whichever is less, towards the cost of the project or improvements. Said sum shall be paid to the OWNER by the CITY upon the presentation to the CITY and the approval by the CITY of proof that the project or improvements are being completed consistent with

the description in Exhibit A and DIG-IT requirements, and paid for by the OWNER.

- 4. SUPERVISION OF CONSTRUCTION: The CITY shall have no part in the supervision or control of the construction of the project or improvements, except through the normal activities of its Building Service Department as in any other construction project in the CITY.
- 5. LIMITATION OF CITY LIABILITY: It is agreed that the CITY'S only liability concerning the project or improvements described in Exhibit A and this agreement is to pay the amount agreed upon with completion of the project or improvements and the payment therefor by the OWNER. OWNER hereby releases the CITY from any other liability whatsoever concerning said project or improvements and agrees to indemnify and hold the CITY harmless from any and all other liability in connection therewith.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this day and year in this agreement first above written.

By _____
Owner/s/

Application and Project
Recommended for Approval

By _____
DIG-IT Chairperson/s/

By _____
Rich Sykes, Mayor
CITY OF MOUNTAIN HOME
A Municipal Corporation

ATTEST:

By _____
Nina Patterson
City Clerk

DATE OF FINAL APPROVAL _____

Date and Signature for Project Completion:

EXHIBIT A

Description and Pictures (if applicable) of Project or Improvements