



# MEMORANDUM

**FROM:** Brad Cramer, Director

**DATE:** Tuesday, September 1, 2020

**RE:** FY 2020-2021 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation.

## Council Action Desired

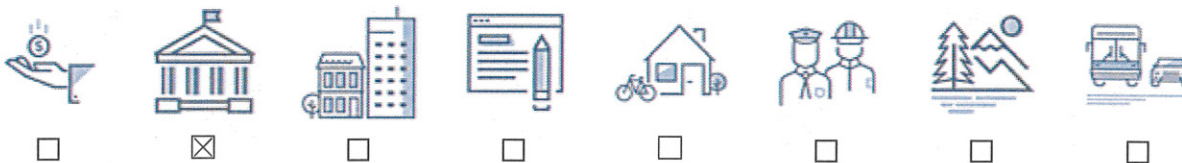
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
- ☒ Other Action (Approval, Authorization, Ratification, etc)

To approve the FY 2020-2021 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

For consideration at the regular Council meeting on September 10, 2020, is approval of the FY2020-2021 Business Improvement District (BID) Management Agreement with Idaho Falls Downtown Development Corporation (IFDDC). This agreement is updated annually before the beginning of each Fiscal Year. It sets forth the responsibilities of IFDDC as the City's designated manager of the BID and the payment of collected BID funds to cover the costs of management. The agreement also includes a list of goals and projects for the upcoming year.

## Relevant PBB Results & Department Strategic Plan



The proposed agreement is related to the City's goals for good governance.

## Interdepartmental Coordination

NA

COUNCIL MEETING  
SEPTEMBER 10, 2020  
APPROVED 6-0

**Fiscal Impact**

NA

**Legal Review**

The Legal Department has reviewed the agreement.

## MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF IDAHO FALLS, State of Idaho, a municipal corporation, hereinafter referred to as the "City," P. O. Box 50020, Idaho Falls, Idaho 83405, and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho non-profit corporation, 425 N Capital Ave, Idaho Falls, Idaho, 83402, hereinafter referred to as the "Corporation."

### WITNESSETH:

WHEREAS, the City, pursuant to Ordinance No. 3125 (the "Ordinance"), as authorized by Idaho Code Section 50-2601, *et seq.*, did establish a Business Improvement District, hereinafter referred to as the "DISTRICT," and

WHEREAS, the Corporation was organized and established for the purpose of revitalizing the Idaho Falls Downtown area and operates primarily within the boundaries of the District as established by the Ordinance, and

WHEREAS, the Corporation is willing to and is capable of providing certain administration and management services to the City regarding operation of the District;

NOW, THEREFORE, for good and valuable consideration set forth herein, the parties agree as follows:

1. Pursuant to Idaho Code Section 50-2611, the City hereby retains the Corporation to provide certain management services as set forth in Exhibit A attached hereto, regarding the management and operation of the District. The Corporation warrants it has adopted By-Laws necessary to fulfill the terms of this Agreement and further covenants such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title

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50, of the Idaho Code.

2. The principal office of the Corporation and registered agent thereof is presently located at 425 N Capital Ave, Idaho Falls, Idaho 83402, and all notices required by this Agreement to be sent to the Corporation shall be mailed to such office or such other address designated in writing by the Corporation to the City.

3. On or before May 1, 2021, the Corporation shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives and expenditures of the District for the 2021/2022 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the Ordinance and all persons who own or operate businesses within the District. The Corporation shall mail a written notice of the meeting stating the date, time, place and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2021, the Corporation shall provide to the City a projection of anticipated revenues and recommended expenditures of the District for the 2021/2022 fiscal year of the City. The Corporation shall also establish and identify goals, objectives, projects and marketing and advertising campaigns for which BID revenues are to be utilized and shall simultaneously submit such information to the City. The City Council shall thereafter review such reports and recommendations and provide any comments or exceptions to the Corporation.

5. Upon receipt by the City of any appeal of any BID member of his or her assessment pursuant to Section 30 of the Ordinance, the City may forward the same to the Corporation. Upon receipt of such appeal, the Corporation shall forthwith review the appeal and make recommendations to the City Council regarding an appropriate disposition of the appeal.

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6. The Corporation shall keep correct and complete books and records of accounts, shall keep minutes of the regular and special meetings of the Board of Directors of the Corporation and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of the Corporation may be inspected by the City or its agents for any proper purpose at any time during normal business hours.

7. In consideration of the management services provided to the City by the Corporation, the City agrees to pay the Corporation the sum of \$85,000, due and payable as follows:

- a. The sum of \$25,000, due and payable on or before October 1, 2020;
- b. The sum of \$35,000, due and payable on or before January 1, 2021;
- c. The sum of \$25,500, due and payable on or before June 1, 2021.

Notwithstanding the foregoing, in the event the total amount of the assessments collected by the City under the Ordinance as of any of such due dates is insufficient to make such installment payments, the City shall have the obligation to remit only such amounts for which it has received sufficient revenues from assessments against business owners within the District. If the city thereafter receives further assessment payments, it shall thereafter remit, from time to time and as frequently as practical, amounts sufficient to cure such shortfalls. Further, in the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then the City and the Corporation shall be released from any and all monetary obligations hereunder and this Agreement shall be deemed null and void.

8. The Corporation shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of the District.

9. The City shall be responsible for billing and collecting all BID assessments and

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accounting for all revenues to and expenditures of the District in collaboration with the County.

10. The term of this Agreement shall commence on October 1, 2020 and shall terminate on September 30, 2021. The parties may renew this Agreement by mutual consent provided notification of the desire to renew this contract shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding contract term.

11. Whenever used in this Agreement and when required by the context, the singular number shall include the plural, gender shall include the masculine, feminine and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships or other lawful associations of any kind.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on this 10TH day of SEPTEMBER, 2020.

CITY OF IDAHO FALLS

IDAHO FALLS DOWNTOWN  
DEVELOPMENT CORPORATION

By: Rebecca Casper  
Rebecca Casper, Mayor

By: Jake Durtschi  
Jake Durtschi, Chair

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## EXHIBIT A

### **Idaho Falls Downtown Development Corporation**

#### **Mission:**

Idaho Falls Downtown Development Corporation (IFDDC) advances the historical downtown as the regional center for commerce, culture and leisure activities for residents and visitors.

#### **Organization:**

The Idaho Falls Downtown Development Corporation is a non-profit 501 (c) (6) organization.

A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the first Tuesday of every month at 8:30 a.m.

#### **Objectives:**

Idaho Falls Downtown Development Corporation Objectives:

1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fund raising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice-president, secretary and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants and operations of the corporation.

#### **Goals:**

The Idaho Falls Downtown Development Corporation has the following goals:

- Branding Downtown
- Business Recruitment & Retention
- Increase Downtown Visitors & Shoppers
- Community Feel Among Merchants & Building Owners
- Improve Broadway Corridor
- Identify Infrastructure Improvements

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### **Downtown Projects:**

The Idaho Falls Downtown Development Corporation has identified the following projects:

- Intersection re-striping per the Downtown Plan
- Public Art
- Alley improvements (i.e. lighting and seating in alley) per the Downtown Plan
- Power line undergrounding in conjunction with Idaho Falls Power

### **Marketing and Advertising Campaigns:**

The Idaho Falls Downtown Development Corporation is promoting downtown by increasing the events held downtown. These events market the downtown businesses and area to those who attend. IFDDC launched a Downtown Gift Certificate which can be used throughout downtown. IFDDC is also partnering with the Museum of Idaho to market their new exhibits while they in turn market the downtown to their customers. The events planned for 2020 - 2021 pending the COVID 19 pandemic is controlled and have approval from EIPH and the City to host these events:

- **March** –St Paddy’s Day on Park, Find the Easter Bunny
- **April** – SpringBrew
- **July** – Taste of Downtown
- **September** – OktoberFest

### **IFDDC Staff Goals**

- New signage on Greenbelt (replace kiosk)
- Broadway signage
- Overall marketing plan/execution for IFDDC (social media, print, video)
  - Expand social media presence with Instagram
    - Develop #BeADowntowner hashtag with ambassadors
- Execute events successfully and meet financial goals
- Develop metrics for tracking success/failure and progress
- Explore and consider joining Main Street America Program
- Execute Public Art Projects
- Execute beautification for downtown
- Research and find new grant opportunities for IFDDC
- Seek out tourism spots for marketing materials