

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“AGREEMENT”), entered into on this 12 day of FEBRUARY, 2026, by and between the CITY OF IDAHO FALLS, State of Idaho, a municipal corporation, (“CITY”) P. O. Box 50020, Idaho Falls, Idaho 83405, and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho non-profit corporation, 381 Shoup Avenue, Idaho, 83402, (“IFDDC” and, collectively with CITY, the “PARTIES”).

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, IFDDC 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, IFDDC 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 IFDDC to provide certain management services as set forth in Exhibit A attached hereto, regarding the management and operation of the DISTRICT. IFDDC 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 50, of the Idaho Code.

2. The principal office of IFDDC and registered agent thereof is presently located at 381 Shoup Avenue, Idaho Falls, Idaho 83402, and all notices required by this AGREEMENT to be sent to IFDDC shall be mailed to such office or such other address designated in writing by IFDDC to the CITY.

3. On or before May 1, 2026, IFDDC 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 2025/2026 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. IFDDC 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, 2026, IFDDC shall provide to the CITY a projection of anticipated revenues and recommended expenditures of the DISTRICT for the 2025/2026 fiscal year of the CITY. IFDDC shall also establish and identify goals, objectives, projects and marketing and advertising campaigns for which Business Improvement District (“BID”) revenues are to be utilized and shall simultaneously submit such information to the CITY. The Idaho Falls City Council shall thereafter review such reports and recommendations and provide any comments or exceptions to IFDDC.

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 IFDDC. Upon receipt

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of such appeal, IFDDC shall forthwith review the appeal and make recommendations to the Idaho Falls City Council regarding an appropriate disposition of the appeal.

6. IFDDC 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 IFDDC and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of IFDDC 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 IFDDC, the CITY agrees to pay IFDDC according to the following:

- a. CITY will pay IFDDC ninety-eight percent (98%) of the total revenue from the current year's assessed values of the BID. IFDDC will invoice CITY for this amount in two equal payments. IFDDC will submit the first invoice on or before February 28, 2026, and the second invoice on or before August 30, 2026. CITY shall pay each invoice within thirty (30) days after the invoice is due as set forth in this paragraph.
- b. If, after reconciliation of funds, there is any revenue remaining in the BID account, IFDDC may invoice the CITY a third time for the remaining balance of the funds. CITY shall pay this invoice within thirty (30) days of receiving the invoice.
- c. IFDDC shall submit all invoices via email to the City of Idaho Falls Economic Development and Government Affairs office.

In the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then the CITY and IFDDC shall be released from any and all monetary obligations hereunder and this AGREEMENT shall be deemed null and void.

8. IFDDC 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 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, 2025, nunc pro tunc, and shall terminate on September 30, 2026. 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. IFDDC agrees that all records created as part of IFDDC's day-to-day business performance of the AGREEMENT shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22. The records of IFDDC that do not pertain to its day-to-day business performance of this AGREEMENT shall not be considered public records under this Paragraph unless otherwise required by law.

12. This AGREEMENT may be modified or amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

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13. Each individual executing this AGREEMENT on behalf of a PARTY hereto represents and warrants that he or she is duly authorized to execute and deliver this AGREEMENT on behalf of said PARTY in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the PARTY, and that this AGREEMENT is binding upon said PARTY in accordance with its terms.

14. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and IFDDC employs ten (10) or more persons, IFDDC certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

15. Pursuant to Idaho Code § 67-2347A, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and IFDDC employs ten (10) or more persons, IFDDC certifies that it is not currently engaged in and will not for the duration of the AGREEMENT engage in a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this paragraph that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.

16. Pursuant to Idaho Code § 67-2359, IFDDC certifies that IFDDC is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

17. 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.

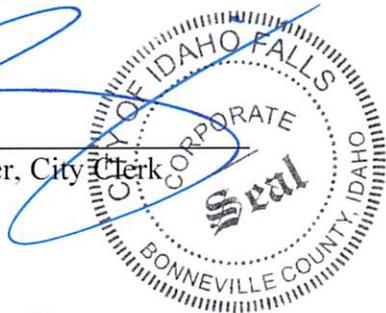
18. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Idaho.

19. IFDDC agrees that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

ATTEST:



Emily Geisler, City Clerk

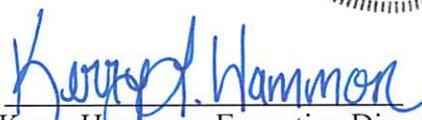


CITY OF IDAHO FALLS

By: 

Lisa M. Burtenshaw, Mayor

IFDDC

By: 

Kerry Hammon, Executive Director

STATE OF IDAHO)
) SS.
County of Bonneville)

On the 12 day of FEBRUARY, 2026, before me, the undersigned, a notary public for Idaho, personally appeared Lisa M. Burtenshaw, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Handwritten Signature]

Notary Public for State of Idaho

Residing at Idaho Falls, Idaho
My Commission Expires: 8-22-2028

STATE OF IDAHO)
) SS.
County of Bonneville)

On the 5th day of February, 2026, before me, the undersigned, a notary public in and for said State, personally appeared KERRY LHAMMON, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of the Idaho Falls Downtown Development Corporation.

IN WITNESS WHEREOF, I have hereunto set me hand and affixed my official seal, the day and year in this certificate first above written.



[Handwritten Signature]

Notary Public for State of Idaho

Residing at Idaho Falls, Idaho
My Commission Expires: 01-29-27

Exhibit A

Idaho Falls Downtown Development Corporation

Mission:

Idaho Falls Downtown Development Corporation (“IFDDC”) advances our 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 second Tuesday of every month at 9:00 a.m. at the Idaho Falls Arts Council.

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 IFDDC.

Goals:

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

Downtown Projects:

Public Art
Power line undergrounding in conjunction with Idaho Falls Power
Installing additional downtown parking signs
Repairing and/or replacing damaged or misaligned downtown sidewalk pavers

Marketing and Advertising Campaigns:

The Idaho Falls Downtown Development Corporation is promoting the existing events and optimizing them with a goal of more engagement and sponsorship opportunities. These events market the downtown businesses and area to those who attend and bring foot traffic to downtown. We will continue the Downtown Gift Certificate program which can be

Exhibit A

used throughout downtown. We have secured two additional marketing agreements to increase our marketing efforts. Sandhill Media is now our local media partner who will help promote family-oriented downtown events throughout the year. We renewed a previous trade agreement with Centre Twin, allowing IFDDC to advertise on their movie screens every month. This is a value add for IFDDC and for event sponsorships. The Centre Twin also provided IFDDC with four date-night movie packages every month to use for promotions as determined by IFDDC.

The events that IFDDC will host in 2026 include: *(Additional events may be added as opportunities arise.)*

- St. Paddy's Day on Park Avenue
- Find the Easter Bunny & the adult Easter Hop Pub Crawl
- Benefit Your Body on Broadway
- Teen Back to School Downtown Disco
- Ladies' Shopping Days
- Oktoberfest
- Find the Tricky Skeleton & the adult Crawl-O-Ween pub crawl
- Tree Lighting & Holiday Market
- Find Santa's Puppy & the adult Bad Santa Pub Crawl

2026 IFDDC Staff Goals:

- Training and staff development for new IFDDC employees
- Develop a Policy & Procedure Manual
- Review and update all agreements
- Prioritize IFDDC functions
- Improve staff efficiency by updating processes and systems, moving toward a paperless office environment and online project management tools.
- Increase security of IFDDC assets, such as purchasing password-protecting systems
- Improve communication with downtown merchants and survey stakeholders to identify common themes and set goals and priorities
- Educate and inform stakeholders about the renewal of the 2027 Downtown Idaho Falls Business Improvement District, including processes, options, and historical data.
- Align IFDDC's goals with goals of the City of Idaho Falls, Board of Directors, and property/business owners.
- Optimize current events and continuously evaluate their relevance, impact, and needed improvements.
- Right-size beautification efforts to keep expenses within the current budget, accounting for increased labor and material costs using the current BID revenue stream that has not increased. Secure more sponsorships to pay for a portion of the costs associated with beautification.