

1. Modifications, Additions, Changes To The Agenda
2. 12:00 P.M. ACTION ITEM: Approval Of Minutes For February 16, 2023
Documents:
[IFRA 02-16-23.PDF](#)
3. 12:00 P.M. ACTION ITEM: Approval Of Expenditures And Finance Report
Documents:
[MARCH BUDGET.PDF](#)
[MARCH FINANCE REPORT.PDF](#)
4. 12:00 P.M. ACTION ITEM: Receive Public Comment And Consider Resolution Approving The 2022 Annual Report
Documents:
[2022 ANNUAL REPORT RESOLUTION.PDF](#)
[2022 ANNUAL REPORT.PDF](#)
5. 12:00 P.M. ACTION ITEM: Resolution Approving An Agreement Between The Agency And City For Staff Services
Documents:
[AGENCY CITY ADMINISTRATION AND SUPPORT SERVICE AGREEMENT 4854-3745-1599 V.11.PDF](#)
6. 12:00 P.M. ACTION ITEM: Request For A New Urban Renewal District Along Northgate Mile
7. 12:00 P.M. DISCUSSION ITEM: RAI And Legislative Update
8. 12:00 P.M. Next Meeting
May 18, 2023

IDAHO FALLS REDEVELOPMENT AGENCY

P.O. BOX 50220

IDAHO FALLS, ID 83405

February 16, 2023 Regular Meeting Minutes Council Chambers

Call to Order: Lee Radford called the meeting to order at 12:00.

Members Present: Lee Radford, Kirk Larsen, Jon Walker, Tom Hally, Brent Thompson (via Teams), Chris Harvey (via Teams).

Members Absent: Terri Gazdik

Also Present: Brad Cramer; Meghan Conrad, Esq. (via Teams); Renee Magee (via Teams) and interested citizens.

1. Modification to Agenda. None.

2. Approval of Minutes January 19, 2023. Thompson was not at the meeting in January and needed to be noted appropriately in the Minutes. **Larsen moved to accept the Minutes for January 19, 2023, Walker seconded the motion, and the motion passed unanimously.**

3. Nomination/Election of Officers. Radford asked for nomination of Officers. Cramer indicated that the current positions are Lee Radford, Chair; Brent Thompson, Vice-Chair; Terri Gazdik, Secretary-Treasurer.

Kirk Larsen moved to nominate the slate as it currently exists. Hally seconded the motion, and the Motion passed unanimously.

4. Approval of Expenditures and Finance Report. Lee Radford presented the Finance Report Dated February 16, 2023. In the River Commons Area: \$100.00 to Rebecca Thompson for transcription of minutes; \$1,138.50 to Brad Cramer-Perspective Planning and Consulting, LLC, for his work with the Redevelopment Agency; \$1,500.00 to Harper Leavitt Engineering, Inc., for engineering services; \$6,330.65 to Elam and Burke for legal assistance; \$522,660.16 to BV Lending for OPA; \$9,448.73 to Bandon River for OPA. In the Eagle Ridge Area: \$31,891.12 to Eagle Ridge Development, LLC for OPA. In Jackson Hole Junction Area: \$101,843.77 to Jackson Hole Junction, LLC for OPA.

Thompson asked where tax dollars came from on Eagle Ridge. Cramer indicated it is Guns and Gear.

Brent Thompson moved to approve the Finance Report dated February 16, 2023, Kirk Larsen seconded the motion and the motion passed unanimously.

5. Accept the FY 2022 Audit and Authorize Filing with the Legislative Services Office and Other Locations as May be Required by Statute

Rudd and Company Auditor presented the FY 2022 Audit.

Page 2 at the bottom stated that there is cash balances in the bank over the insured amount, so that does expose the Redevelopment Agency to risk, and there were also checks received from developers that were not deposited timely, and some procedures are now in place to prevent that from happening.

The report on the Audit is after the table of contents, and Rudd and Company have issued an “unmodified opinion” which means the financial statements have been fairly and materially stated correctly. Any corrections have been made by the accounting staff.

Page 11 is the beginning of the basic financial statements for the Agency and represents the assets and liabilities of the Agency. There are a lot of cash investments with not a lot of projects going and a lot of debt on the books from OPA agreements. There is an \$8 million debt set to expire in 2029.

Page 13 splits the balance sheet by Fund (Eagle Ridge, River Commons, Jackson Hole Junction). River Commons has the most assets accumulated for future projects and a small receivable from the developer at the end of the year that came in October.

Page 15 is the most interest to the Agency which is the revenue expenditures for the funds during the year: Property taxes \$1.6 million, which is a \$500,000 increase from the previous year, and that is much more than what was expected in the budget and most of that is in the River Commons Fund and Jackson Hole. As a result, the payments on the OPA’s were higher in River Commons and Jackson Hole Junction. Last year the payments between principal and interest were only \$800,000 and this year they are \$1.1 million. Eagle Ridge OPA payment was similar with \$28,000. Jackson Hole paid \$80,000 and this year \$173,000. All information is as of the end of FY (September).

Page 23 shows the remaining amount due on all the OPA agreements. This is the first year that the first note of \$8.8 million has paid principal and not just interest. The

note matures in 2029, and any amount not paid at that point will just go away and will no longer be an Agency obligation.

Page 27 has one fund that they were required to disclose if they are over budget, and in the Jackson Hole the expenditures did exceed the budgeted amount by a small amount.

Page 31-33 shows what happened during the year in comparison to the budget. Originally in River Commons they were budgeted to have a lot of projects and mostly it was research and looking into the new urban renewal districts instead of spending money on projects. Eagle Ridge had projects anticipated that didn't start. Jackson Hole didn't have significant differences except in property taxes, with higher revenues than expected.

Radford stated that the title on the letter states Idaho Falls Redevelopment Agency a component unit of City of Idaho Falls, Idaho, and asked if that is new. Auditor stated that the Agency is considered part of the City of Idaho Falls, so if you were to look at the City of Idaho Falls Financial Statements, there is a section on the right-hand side where all of the information that is in this report, also shows up on their report because they are considered responsible for the Agency. This information is provided to the City auditors so they can put it in their report. Radford stated that there has been a legal dispute that they are not part of the City for legal purposes, and it is important that they have a separate identity. The Auditor agreed that they are not part of the City, but the City has some control and some influence over things that go on.

Radford asked Meghan Conrad how she feels about that. They don't want someone to say they are part of the City. Conrad stated that this is a challenging issue, as they are a separate and distinct legal entity set forth by 2 separate chapters of Idaho Code. From the auditor perspective, being a component unit of government is a trend and it is the way it is handled in many other jurisdictions. Conrad stated they have pushed back, but it is an auditing control, and the auditor is stating that they are defined as a component unit, but not part of the City.

Radford stated and clarified that it is an accounting definition, and the Agency does not legally belong as part of the City of Idaho Falls. The Auditor agreed that legally the Agency is not a part of the City of Idaho Falls.

Radford stated that there is a lot of debt shown, but they are limited recourse notes under OPA and the debt is a reimbursement obligation from the property tax revenues. The Auditor indicated that some of them don't end up being paid, if the property tax doesn't cover by the time the District closes.

Radford questioned Mark Hagedorn and Cassie asked about the audit findings. Hagedorn stated that the checks would end up in his box, and he would not see them for months. Cassie now sees them, and that problem has been remedied.

Hagedorn indicated that the Cash is over the insured limits of the bank. Hagedorn stated that each bank only insures \$250,000 and they keep that much in the accounts. The Auditor indicated that they are only about \$100,000 over the limit. Hagedorn stated that they are considering opening 2 other accounts in LGIB accounts. The Auditor stated that it is a small risk, and if the bank defaulted it would be a risk. Radford wants Cassie to keep looking to see if they can keep the bank accounts under FDIC limits.

Hagedorn stated that they didn't expect as much cash coming in from Jackson Hole Junction, so they do not have an LGIB account for them.

Jon Walker, moved to accept the FY 2022 Audit and authorize the filing with the Legislative Services Office and Other Locations as may be required by Statute, Brent Thompson seconded the motion. The motion passed unanimously.

6. Resolution to Approve the Stanley Boge Eligibility Study for the proposed Stanley Boge Urban Renewal District

Cramer stated that there are a few minor changes from the last meeting. Renee Magee can walk through the changes, and the Resolution is ready to be approved so this can move on to City Council.

Renee Magee. Magee stated that the northeast corner of the study area outlined in red, has a triangular lot south of Stanley Street, that is involved in one of the changes made in the draft for today. Magee stated that study area meets criteria for a District due to: unsuitable topography, conditions that retard development, inadequate street layout especially on North Boulevard and the southern portion of the study area has unsafe conditions on North Boulevard with no sidewalks, and faulty lot layout. Magee outlined the changes from January. They removed the word "draft" and changed the date to February 23; second page changed the 3rd sentence to read the second access to lower Boge Ave presents a potential issue for emergency access. Page 10 had a utility map and that map has been updated, the original map did not contain the triangular lot south of Stanley Street. Page 11 had an aerial photo that illustrated the vacant lots in the area, and that has been removed because two of the parcels are no longer vacant and 2 lots have construction occurring. The vacancy figure of 25% is accurate with the construction recognized.

Radford stated that page 8 shows the Geo Technical Investigation for the property showing rock depth that is less than 3 feet on the property. Radford stated that is the focus of the analysis.

Magee indicated page 9 shows that North Boulevard doesn't meet City standards. The utilities map on page 10 shows that certain parcels are below Boge Ave, which essentially has no direct access to Anderson Street. There are 4 residential lots in the southwest corner, that are served by a 25' wide parcel owned by the City of Idaho Falls. There is not a suitable lot layout, and street patterns do not serve the southern area.

Radford asked about Boge extending to Anderson. It appears that there is infrastructure in a dedicated street, but the street hasn't been built.

Magee stated that it is not a dedicated street, but rather a water sewer easement. The parcels north of Anderson Street is private ownership. Radford clarified that the road going to Anderson will be difficult. Magee agreed that the original idea from the Planning Commission was to extend Boge to Anderson and it couldn't happen because the private property owners would not cooperate. So no platted street, but sewer and water easements exist. Magee indicated that hopefully they have an extension of Boge to Anderson in the future.

Thompson asked about the easterly line of the Study Area extending down and ending at Anderson Street, and then going east, there is a large privately owned tract, and another narrow tract that might have a building, and is that a possibility of coming out onto Anderson at that point. Magee indicated that the 25' strip is owned by Idaho Falls. Thompson is further east than that strip. The tract that is north of Anderson. Magee did not study that. Radford thinks it is privately owned by Car Detailing shop. Cramer stated that they have another developer that is looking at the large parcel to the east, and one of the challenges have been access, and they have tried to work with property owners to connect the area, and at some point they will talk with the Agency about a District to the east that will go south to Anderson and they will address the access issue at that time.

Radford stated that Boge is a limitation with it dead ending and that restricts the properties to some extent.

Conrad read the Resolution by Title.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, ACCEPTING THAT

CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE STANLEY BOGE AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REPORT; AUTHORIZING AND DIRECTING THE CHAIRMAN OR ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF IDAHO FALLS REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

Kirk Larsen moved to approve the Resolution for the Stanley Boge Eligibility Study for the Proposed Stanley Boge Urban Renewal District, Tom Hally seconded the motion. Motion passed unanimously.

7. Resolution to Approve the Owner Participation Agreement with Sentinel Properties, LLC related to the Marriott Fairfield Hotel Project in the Pancheri East Bank Project Area.

Cramer stated that there were two issues that came up last month with timing and that was resolved, and request to increase the amount of reimbursement, and they are waiting for justification on additional costs to make the adjustment, if there is documentation the Board will review the amount and potentially adjust, and the developer has signed with changes.

Meghan Conrad gave a brief overview. Conrad stated that before the Board is an OPA for Pancheri East Bank Project Area and the proposed Fairfield Marriott Hotel to be built on the site. This will memorialize how payments are reimbursed to the developer and the potentially eligible projects and the timing of commencement of the project, the time to do the project, and the process and procedure for the submission of cost documentation to support the costs being actually eligible, and the triggers for reimbursement of eligible costs. Since the last draft was presented, there have been issues negotiated, and actual changes from the last draft, there were technical edits made to clean up the document. Two larger changes had contemplated a site plan and renderings, but the development group does not have the drawings available so 3-A in agreement there is a section related to the submission of renderings to the Agency Board together with a presentation, and ultimately when construction occurs it will need to be consistent, and if there is a change the Board will consider those changes. The other big change is this Advance Planning Costs pursuant to the Memorandum of Understanding and the costs are estimated to be \$38,000 and a final accounting needs to be done and they will come up with the actual amount of the planning costs that

will be reimbursed and memorialized in a Confirmation of Reimbursement Form, once all of the obligations have been fulfilled and there are funds generated from the new development.

Radford stated that Attachment 3 and 4 have site plan and public improvements costs which are mostly going to demolition and Riverwalk right of way.

Conrad read the Resolution by Title.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, AUTHORIZING AGENCY TO ENTER INTO AN OWNER PARTICIPATION AGREEMENT WITH SENTINEL PROPERTIES, LLC; AUTHORIZING THE CHAIR OR VICE-CHAIR AND THE SECRETARY OF THE AGENCY TO EXECUTE AND ATTEST SAID AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR, VICE-CHAIR, OR ADMINISTRATOR TO TAKE APPROPRIATE ACTION TO IMPLEMENT THE AGREEMENT AND MAKE ANY NECESSARY TECHNICAL CORRECTIONS TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE APPROPRIATION OF CERTAIN FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

Tom Hally moved to approve the Resolution to enter into an Owner Participation Agreement with Sentinel Properties, LLC, Jon Walker seconded the motion. The motion passed unanimously.

8. Tentatively approve the draft of the 2022 Annual Report, Schedule Meeting to Take Public Comment and Authorize Publication of the Meeting Notice.

Cramer showed a draft version of the 2022 annual report and is still waiting on information from the County Assessor's office, who are waiting from the State, and those numbers are highlighted and will be changed. The County provides a report of increment values of the Districts, and the numbers will be updated and they hope to have the current numbers within the next week. The Report should be completed for the March meeting for the public hearing to approve it.

Page 3 has a summary of what the Board worked on during 2022, and it is not as significant to look at this list unless you look at 2021 report which seemed to not have as much activity. 2022 was busy between working on districts and conversations

about more potential districts. 2023 looks to be a busy year. The big accomplishment was Pancheri East Bank District.

Page 8 does not have a lot of added narrative on accomplishments, and Pancheri East Bank doesn't have much information because it was approved in December.

Page 10 has another summary of the increment value, and those numbers will come from the report from the Assessor's office. Cramer will send those numbers ahead of the March meeting.

There were changes in the law regarding the financial reporting requirements as part of the Annual Report, and those requirements will be shown on Page 11. The requirement to report is to report the financial information for the prior year. They have proposed in this document to submit both 2021 and 2022 audit to meet the legal requirements and providing up to date information.

Radford feels this Report summarizes what the Agency is doing. It shows that they took a base value of \$8 million and now worth \$150 million which is very good and will help taxpayers.

Kirk Larsen moved to approve the Draft of the 2022 Annual Report and instruct staff to schedule the meeting on March 16, 2023 to take public comment and authorize publication of the meeting notice, Brent Thompson second, motion passed unanimously.

9. Draft Agreement for Administrative Services with the City of Idaho Falls.

Radford explained that there has been an arrangement with the City of Idaho Falls, that every year the Agency reimburses the City of Idaho Falls for the help of the staff who helps and a portion of their time is allocated to the Agency and they Agency pays a loaded cost rate for that time and the City is reimbursed. That has not been in a formal agreement, so now they are trying to formalize that agreement, so it is clear.

Meghan Conrad explained that the City Agency Agreement is in the packet for discussion, but has not been reviewed by the City Attorney as they wanted to bring it before the Agency Board first and get feedback.

Conrad explained that the main purpose of the agreement is to identify the types of City employees that the Agency is working with in performing its work. Starting in paragraph 3 has general job descriptions including: Agency Treasurer related duties; Community Development Services Director has been the Agency Administrator, the Agency is now contracting directly for those types of services at this time, but in the

future the expectation is that service could be provided by City Staff. They provide the use of the Assistant Planning Director for general administrative type duties, and lately on the GIS analysis/Planner 2 services performed by the City. As scopes are needed they are anticipated to be reimbursed through subsection 3(e) "Other City Departments", general clerical and support services.

Paragraph 4 has a general description of how the City services are compensated by IFRA and they will require the City personnel to track time and the City and Agency would agree to loaded rate (hourly +).

There is currently an anticipation that the time reports would be submitted to the Agency Board monthly to keep on track and better understand what the costs are looking like on a regular basis. There is an expectation as of July 1 of each year when Agency budgets that the City would propose an anticipated budget or cost amount for the City services that can be built into the Budget for the next year. The picture will be clear as to use of staff time and what positions are providing services for the Agency. The City is providing and maintain for the benefit of both the City and Agency certain insurance coverages because the City employees are doing work for the City and Agency. This will memorialize what services are being done and how it is being paid.

Larsen asked if there is an expected material change in the nature of work expected. Radford doesn't expect any change with this agreement. Conrad agreed that they tried to outline all the work that each of the individual job descriptions entail. This should not be a change in current practice. Larsen asked if the cost is anticipated to change drastically. Radford stated that some will shift to Brad's Company from the City.

Cramer stated that he has prepared the statement to the City in September that contains a roughly estimated hours for the entire year, and it is far from accurate. He likes that they are asking for monthly statement of time spent, as it will help the City and Agency be more accurate. It might cost more, or less, but a year estimation is not precise.

Radford asked about paragraph 4 where it states in the last sentence "Such hourly rate shall consider the salary and other benefit cost related to the employees position." Radford asked her to change it to read "shall be based on." They want to pay on a cost basis, not up charging, not down charging.

Radford agreed with that change to submit it to the City Attorney and get it approved next month.

10. RAI and Legislative Update. Conrad stated that the Legislature is in full swing and bills are moving fast. HB 46 was addressing specifically data centers and how those are handled within a revenue area. The Bill states that a data center that was taking advantage of the sales tax exemption, while it was in a revenue allocation area, the taxable property value would therefore be included as part of the base assessed value, instead of the increment value.

Radford stated that they don't have data centers. Conrad is monitoring on behalf of Urban Renewal Centers as it is a continued attempt to somewhat chip away at the tools for economic development.

They are monitoring the property tax change bills. The three primary changes are: Take owner occupied homes out of the formula for property taxes and have those costs be reimbursed through a rebate from sales tax; increase to home owners exemption; and use sales tax dollars to pay down certain school voter approved bonds and debt. They look at how those impact revenue analysis.

Next Regular Meeting: March 16, 2023.

Tom Hally moved to adjourn the meeting, Kirk Larsen seconded the motion and it passed unanimously.

Radford adjourned the meeting at 12:53 p.m.

Respectfully Submitted: Beckie Thompson

IDAHO FALLS REDEVELOPMENT AGENCY
FY2023 BUDGET TO ACTUAL REPORT
March 16, 2023

RIVER COMMONS AREA

| | BUDGET | Current | Year-to-Date | BALANCE |
|------------------------------|------------------------|---------------------|----------------------|------------------------|
| PROFESSIONAL FEES | \$ 25,000.00 | \$ 7,846.75 | \$ 33,923.05 | \$ (8,923.05) |
| CITY ADMINISTRATION | 12,000.00 | | | 12,000.00 |
| AUDIT FEES | 9,000.00 | 4,500.00 | 4,500.00 | 4,500.00 |
| INSURANCE | 3,000.00 | | 2,705.00 | 295.00 |
| OFFICE/MISC | 10,000.00 | | 1,865.40 | 8,134.60 |
| LEASES | - | | | - |
| 75% OPA | 1,012,500.00 | | 532,108.89 | 480,391.11 |
| CONSTRUCTION PROJECTS | 1,881,000.00 | | | 1,881,000.00 |
| TOTAL PROPOSED BUDGET | \$ 2,952,500.00 | \$ 12,346.75 | \$ 575,102.34 | \$ 2,377,397.66 |

EAGLE RIDGE AREA

| | BUDGET | Current | Year-to-Date | BALANCE |
|------------------------------|----------------------|-------------|---------------------|----------------------|
| PROFESSIONAL FEES | \$ 7,250.00 | | | \$ 7,250.00 |
| CITY ADMINISTRATION | 2,500.00 | | | 2,500.00 |
| AUDIT FEES | 1,000.00 | | | 1,000.00 |
| INSURANCE | - | | | - |
| OFFICE/MISC | - | | | - |
| LEASES | - | | | - |
| OPA | 85,000.00 | | 31,891.12 | 53,108.88 |
| CONSTRUCTION PROJECTS | 64,500.00 | | | 64,500.00 |
| TOTAL PROPOSED BUDGET | \$ 160,250.00 | \$ - | \$ 31,891.12 | \$ 128,358.88 |

JACKSON HOLE AREA

| | BUDGET | Current | Year-to-Date | BALANCE |
|------------------------------|----------------------|-------------|----------------------|----------------------|
| PROFESSIONAL FEES | \$ 6,750.00 | | | \$ 6,750.00 |
| CITY ADMINISTRATION | 2,500.00 | | | 2,500.00 |
| AUDIT FEES | 1,000.00 | | | 1,000.00 |
| INSURANCE | - | | | - |
| OFFICE/MISC | - | | | - |
| LEASES | - | | | - |
| OPA | 160,000.00 | | 101,843.77 | 58,156.23 |
| CONSTRUCTION PROJECTS | 120,000.00 | | | 120,000.00 |
| TOTAL PROPOSED BUDGET | \$ 290,250.00 | \$ - | \$ 101,843.77 | \$ 188,406.23 |

PANCHERI EAST AREA

| | BUDGET | Current | Year-to-Date | BALANCE |
|------------------------------|-------------|--------------------|--------------------|----------------------|
| PROFESSIONAL FEES | \$ - | \$ 1,690.50 | \$ 1,690.50 | \$ (1,690.50) |
| CITY ADMINISTRATION | - | | | - |
| AUDIT FEES | - | | | - |
| INSURANCE | - | | | - |
| OFFICE/MISC | - | | | - |
| LEASES | - | | | - |
| OPA | - | | | - |
| CONSTRUCTION PROJECTS | - | | | - |
| TOTAL PROPOSED BUDGET | \$ - | \$ 1,690.50 | \$ 1,690.50 | \$ (1,690.50) |

TOTAL REDEVELOPMENT DISTRICT

| | BUDGET | Current | Year-to-Date | BALANCE |
|------------------------------|------------------------|---------------------|----------------------|------------------------|
| PROFESSIONAL FEES | \$ 39,000.00 | \$ 9,537.25 | \$ 35,613.55 | \$ 3,386.45 |
| CITY ADMINISTRATION | 17,000.00 | - | - | 17,000.00 |
| AUDIT FEES | 11,000.00 | 4,500.00 | 4,500.00 | 6,500.00 |
| INSURANCE | 3,000.00 | - | 2,705.00 | 295.00 |
| OFFICE/MISC | 10,000.00 | - | 1,865.40 | 8,134.60 |
| LEASES | - | - | - | - |
| 75% OPA | 1,257,500.00 | - | 665,843.78 | 591,656.22 |
| CONSTRUCTION PROJECTS | 2,065,500.00 | - | - | 2,065,500.00 |
| TOTAL PROPOSED BUDGET | \$ 3,403,000.00 | \$ 14,037.25 | \$ 710,527.73 | \$ 2,692,472.27 |

**IDAHO FALLS REDEVELOPMENT AGENCY
FINANCE REPORT
March 16, 2023**

| | RIVER COMMONS REVENUE ALLOCATION FUND | EAGLE RIDGE REVENUE ALLOCATION FUND | JACKSON HOLE JUNCTION REVENUE ALLOCATION FUND | PANCHERI EAST REVENUE ALLOCATION FUND |
|-----------------------------------|---|---|---|---|
| CASH AND INVESTMENTS | | | | |
| Checking (Bank of Commerce) | \$ 516,399.36 | \$ 79,897.69 | \$ 197,850.00 | \$ - |
| LGIP | 1,256,491.01 | - | - | - |
| TOTAL CASH AND INVESTMENTS | 1,772,890.37 | 79,897.69 | 197,850.00 | - |

TOTAL FUNDS AVAILABLE

| | | | |
|------------------------|---------------------|----------------------|-------------|
| \$ 1,772,890.37 | \$ 79,897.69 | \$ 197,850.00 | \$ - |
|------------------------|---------------------|----------------------|-------------|

BILLS TO PAY:

| | | | | |
|---|-------------|--|--|-------------|
| Rebecca Thompson | \$ 100.00 | | | |
| Renee R. Magee | | | | |
| Brad Cramer-Perspective Planning and Consulting, LLC. | \$ 1,485.00 | | | |
| Harper Leavitt Engineering, INC. | | | | |
| Elam & Burke | \$ 6,261.75 | | | \$ 1,690.50 |
| Rudd & Company | \$ 4,500.00 | | | |
| City of Idaho Falls | | | | |
| Jackson Hole Junction LLC | | | | |
| Eagle Ridge Development LLC | | | | |
| Redevelopment Association of Idaho, INC. | | | | |
| Post Register | | | | |
| Title Financial Specialty Services- BV Lending | | | | |
| Title Financial Specialty Services- Bandon River | | | | |
| ICRMP | | | | |

TOTAL BILLS TO PAY

| | | | |
|---------------------|-------------|-------------|--------------------|
| \$ 12,346.75 | \$ - | \$ - | \$ 1,690.50 |
|---------------------|-------------|-------------|--------------------|

TOTAL BILLS TO RATIFY

| | | | |
|-------------|-------------|-------------|-------------|
| \$ - | \$ - | \$ - | \$ - |
|-------------|-------------|-------------|-------------|

| | | | | |
|------------------------|------------------------|---------------------|----------------------|----------------------|
| Funds Transfer | \$ (2,500.00) | | | \$ 2,500.00 |
| AVAILABLE FUNDS | \$ 1,760,543.62 | \$ 79,897.69 | \$ 197,850.00 | \$ (1,690.50) |
| COMMITMENTS | | | | |

AVAILABLE FUNDS AFTER COMMITMENTS

| | | | |
|------------------------|---------------------|----------------------|----------------------|
| \$ 1,760,543.62 | \$ 79,897.69 | \$ 197,850.00 | \$ (1,690.50) |
|------------------------|---------------------|----------------------|----------------------|

Reviewed By:

Signature

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO BE TERMED THE “ANNUAL REPORT RESOLUTION,” APPROVING THE ANNUAL REPORT OF THE URBAN RENEWAL AGENCY, FOR CALENDAR YEAR 2022; APPROVING THE NOTICE OF FILING THE ANNUAL REPORT WITH THE CITY AND IDAHO STATE CONTROLLER; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE ANNUAL REPORT; AUTHORIZING THE CHAIR, VICE-CHAIR, OR AGENCY ADMINISTRATOR TO FILE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency of Idaho Falls, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council (the “City Council”) of the City of Idaho Falls (the “City”), on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the “River Commons Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings, and establishing the River Commons revenue allocation area (the “River Commons Project Area”);

WHEREAS, the City Council, on December 11, 2014, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the “Eagle Ridge Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings, and establishing the Eagle Ridge revenue allocation area (the “Eagle Ridge Project Area”);

WHEREAS, the City Council, on November 9, 2017, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the “Jackson Hole Junction Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No.

3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and establishing the Jackson Hole Junction revenue allocation area (the “Jackson Hole Junction Project Area”);

WHEREAS, the City Council, on November 10, 2022, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project (the “Pancheri East Bank Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank revenue allocation area (the “Pancheri East Bank Project Area”);

WHEREAS, pursuant to Idaho Code Section 20-2006(5)(c), the Agency is required to prepare an annual report and file the annual report with the City and the Idaho State Controller, on or before March 31 of each year;

WHEREAS, pursuant to Idaho Code Section 50-2006(5)(c), the Agency Administrator prepared the annual report of the Agency’s activities for calendar year 2022, a copy of which report is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, Agency has previously solicited comments concerning the annual report by publishing notice of the March 16, 2023, Board meeting, and copies were available at the Community Development Services Department;

WHEREAS, on March 16, 2023, pursuant to Section 50-2006(5)(c), Idaho Code, the Agency held an open public meeting, properly noticed, to report these findings and take comments from the public at the Idaho Falls City Council Chambers in the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho, on the proposed annual report;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2. That the annual report attached hereto as **EXHIBIT A** and the notice of filing the annual report attached hereto as **EXHIBIT B** are hereby approved, together with any technical changes to the annual report and/or notice consistent with comments and discussions received at the March 16, 2023, Agency Board meeting, and adopted by the Agency Board.

Section 3: That the Board Chair, Vice-Chair, or Agency Administrator shall submit said annual report to the city of Idaho Falls, Idaho, and the Idaho State Controller, as directed by the Idaho State Controller’s staff, on or before March 31, 2023.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Idaho Falls Redevelopment Agency of the City of Idaho Falls, Idaho, on March 16, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 16th day of March 2023.

APPROVED:

By _____
Lee Radford, Chair of the Board

ATTEST:

By _____
Terri Gazdik, Secretary

4882-7322-3954, v. 1

IFRA

Idaho Falls Redevelopment Agency

2022 ANNUAL REPORT



The Agency appreciates the opportunity to work with many others in the community to accomplish its purposes. Without these integrated efforts, the Agency would not be able to achieve its mission.

First, the Agency appreciates the real estate developers who have taken an interest in the urban renewal areas in the City of Idaho Falls. Without their interest in the community, their vision, their entrepreneurial spirit, their risk-taking, and their ability to execute on their plans, the Agency would not have been able to accomplish any of these projects. The Agency seeks to work with developers in the private sector, because they have the best knowledge of what the market forces are demanding for successful infrastructure and development in our community.

The Agency also appreciates the assistance of the City of Idaho Falls and Bonneville County in relation to the work accomplished. The City of Idaho Falls assists the Agency with expertise and staffing support on many projects, and by providing the time of a City Council member to be part of the Agency. Bonneville County assists the Agency in relation to the calculation and determination of the property tax increment, and through property tax collection, and also by dedicating the time of a County Commissioner to be part of the Agency. The City of Idaho Falls and Bonneville County are also valuable residents of downtown and the urban core of the community.

To strengthen the tax base and promote the successful growth and development of the City of Idaho Falls by using, when necessary, tax increment financing to facilitate the construction of publicly owned infrastructure, giving due consideration to that which promotes and enhances the Snake River Greenbelt and encourages desirable land uses near that Greenbelt.

Mission Statement, Idaho Falls Redevelopment Agency

The Agency also appreciates the support of other taxing entities affected by the Agency’s urban renewal areas, which have been consistently supportive of the Agency’s efforts to preserve the tax base in these areas in an attempt to minimize property tax rates for the community as a whole. The Agency also appreciates a number of other organizations that provide valuable assistance and guidance regarding the Agency’s work, including the Idaho Falls Downtown Development Corporation (DDC), the Regional Economic Development Initiative (REDI), the Idaho Falls Rotary Club, and the Idaho Falls Chamber of Commerce.

The Agency also appreciates the legislators and officials of the State of Idaho who support the urban renewal laws, and who understand that urban renewal is critical to providing efficient government and eliminating the waste that can occur if urban areas are allowed to decay.

And most of all, the Agency appreciates the businesses and individuals who care for and use the urban core of the City of Idaho Falls, helping these urban renewal areas prosper far into the future. The work of the Agency is a community-wide effort, and the Agency appreciates this community for supporting its efforts.

EXECUTIVE SUMMARY

The mission of the Idaho Falls Redevelopment Agency is to strengthen the tax base of the City of Idaho Falls and Bonneville County through the encouragement of growth and development within the Snake River corridor. To achieve this goal, the Idaho Falls City Council has formed six urban renewal districts since 1988, two of which have since closed. The sixth was opened at the very end of 2022. Through the financing of public improvements such as water, sewer, streets, and storm drainage facilities, the Agency has contributed the following to the tax base:

| Urban Renewal District | Year Created | Year of Termination | Tax Increment Value, 2022 |
|------------------------|--------------|---------------------|---------------------------|
| River Commons | 2004 | 2028 | \$123,973,278 |
| Eagle Ridge | 2014 | 2034 | \$6,022,715 |
| Jackson Hole Junction | 2017 | 2030 | \$25,098,531 |
| Pancheri-East Bank | 2022 | 2042 | No data for 2022 |

The total urban renewal adjusted base assessed value in Idaho Falls, for all four open urban renewal districts, is \$15,422,378, including the estimated \$7,301,157 for the Pancheri East Bank District created at the end of 2022, approximately 0.22% of the net valuation of the City. The current 2022 tax increment value of all districts not including any increment for Pancheri East Bank, is \$155,094,524, about 2.2% of the net valuation of the City. The land area of these four urban renewal districts is 353 acres or approximately 1.8% of the City’s total land area. The Agency has also supported several public improvements within the project areas.

With the closure of two districts over the past few years, there have been fewer specific projects to work on. However, in 2022, the Idaho Falls Redevelopment Agency saw a significant increase in activity as the micro-district concept has caught developers attentions. As noted below, the agency worked on two new, small districts in 2022. The notes below don’t capture several other inquiries that haven’t materialized into official requests for districts. The following is a summary of accomplishments for 2022:

- Established the Pancheri East Bank district. The boundary is similar to the Pancheri-Yellowstone district, which closed in 2020. The main differences are that it removes the Candlewood Suites site and adds a small amount of land to the south in order to accommodate a potential street or full access. The district is driven by a property owner needing assistance with demolition of an

old building to accommodate a new hotel. Final approvals and filings for the district were accomplished in December of 2022.

- Considered a request for a micro-district on the corner of Broadway and Utah. It was determined the proposed project did not provide sufficient increment value to the tax base and the district was not pursued.
- Began work with a developer to create a small district called the Anderson Bush district. The site is located in the Highland Park neighborhood and is bounded by Anderson Street on the south, U.S. Highway 20 on the west, Science Center Drive on the north, and North Boulevard on the east. The primary project for the district is affordable housing located on vacant land between A.H. Bush Elementary and the Bishop’s Storehouse. The eligibility report was completed and approved in 2022 and it is anticipated the financial feasibility study and urban renewal plan will be adopted in the first quarter of 2023.
- Began work with a developer to create a new district in the Boge Industrial Park. Although the primary project is for several lots on the northeast side of the park, the eligibility report looked at a larger boundary so as to encompass remaining vacant land where shallow basalt is known to exist. Drafts of the eligibility report were reviewed in late 2022 and it is anticipated that work will continue on the district through at least the first half of 2023.

ORGANIZATION AND MISSION

The Idaho Falls Redevelopment Agency, originally created on July 6, 1966, was re-established by the Idaho Falls Mayor and Council on October 20, 1988. More than thirty years after its re-establishment, the Agency is charged with implementing four urban renewal plans: River Commons Urban Renewal Plan, Eagle Ridge Urban Renewal Plan, Jackson Hole Junction Urban Renewal Plan, and the recently approved Pancheri East Bank Urban Renewal Plan.

In the year 2022, the following individuals served on the Board of Commissioners:

- Lee Radford, Chair
- Brent Thompson, Vice-Chair
- Terri Gazdik, Secretary-Treasurer
- Thomas Hally
- John Walker
- Kirk Larsen
- Chris Harvey

Ryan Armbruster of Elam and Burke serves as legal counsel to the Agency with support from Meghan Conrad, Abbey Germaine, and Kim Kline. Brad Cramer serves as Executive Director and Mark Hagedorn serves as Treasurer.

THE YEAR 2022

RIVER COMMONS URBAN RENEWAL DISTRICT

River Commons Urban Renewal District, a former gravel pit for Monroc, Inc., lies immediately south of Pancheri Drive and borders the Snake River. The district encompasses 211 acres and was created in 2004 at the request of the new owner of the property, Ball Ventures. The Agency entered into an owner participation agreement with Ball Ventures in March, 2005, and agreed to participate in the construction of Snake River Parkway and Pier View Drive, reconstruction of Milligan Road, power line and utility improvements, storm drainage and landscape improvements, and Greenbelt improvements with the exception of the pier. In January, 2009, the Agency entered into the Amended and Restated

Limited Recourse Promissory Note for the principal amount of \$8,812,602. In addition, the Agency paid Ball Ventures

\$40,000 in cash. The River Commons Urban Renewal Plan for this district anticipates \$10,552,602 in assistance to the developers within the district.

In 2015, the Agency approved an amendment to the owner participation agreement with BV Lending, LLC, for \$665,000 for assistance for rock removal on Snake River Landing, Division No. 8.



Division No. 8 is a 9.5 acre parcel which houses over 200 higher-end apartments and sits immediately south of Curtis-Wright Flow Corporation. This agreement completes the assistance envisioned in the urban renewal plan approved in 2004.

In 2014, the Agency amended its agreement with BV Lending, LLC, to provide an additional \$670,000 in assistance, of which \$170,000 was to be paid to the developer when the buildings to be occupied by Curtis Wright Flow Corporation (Scientech) and the streets and utilities serving these buildings were completed. The estimated value of the project was \$9 million. The project occupies a portion of the former gravel pit operated by Monroc and a site which was a landfill for construction waste. This project, while eliminating slum and blight in the center of the city, was projected to retain 200 jobs in Idaho Falls and create 148 new positions with an average wage rate of \$21 per hour. In 2014, the Agency and developer agreed to change the method of repayment after the project was completed. The Agency paid \$420,000 in cash and, in 2015, executed a note to the developer for \$250,000 with an interest rate of 4.5%.

The Agency also assisted Bandon River LLC with \$365,000 towards the construction of Lochsa Drive to provide access to forty-eight senior apartment units. The assistance was in the form of a note to the developer to be repaid from the taxes generated by the development. The interest rate of this note is also 4.5%.



Bandon River Apartments

EAGLE RIDGE URBAN RENEWAL DISTRICT

In May, 2014, Eagle Ridge Development, LLC, requested the Agency consider the creation of a fourth district in Idaho Falls, one which would ultimately be approximately 55 acres sandwiched between the Snake River urban renewal district to the north and the River Commons urban renewal district to the south. The area was found to be eligible for a district previously in 1999 and 2004. In 2014, the Agency Board engaged the services of Kushlan Associates to determine if the area was still eligible as a deteriorated and deteriorating area. The study found the area is significantly vacant, there is a defective street layout, the few existing streets do not meet city standards, there is no central water system or adequate fire protection, the sewer system does not serve the entire area, and the area contains trash sites, old foundations, and a dump for construction waste. In July 2014, the Agency accepted the eligibility report and forwarded it to the Mayor and Council for consideration. The Mayor and Council concurred with the report's findings in August and requested the Agency prepare an urban renewal plan for the area. Prior to the Council's concurrence, the Bonneville County Commissioners adopted the findings of the eligibility study by resolution.

The Agency engaged Elam and Burke to draft the plan and Kushlan Associates to prepare the financial projections for the plan. While the plan was being drafted, Agency staff met with the Bonneville County Commissioners to review the existing intergovernmental agreement covering roles and responsibilities of the city and county as to urban renewal. Agency staff also met with the property owners who owned agricultural lands within the proposed district. The consent of the owners of agricultural lands was needed to be included within the district. One owner of an agricultural operation gave their permission.

The plan was adopted by the Agency on October 16, 2014, and conveyed to the Mayor and Council for their consideration. A public hearing on the plan was held on December 11, 2014. Afterwards, the plan was adopted by ordinance by the Mayor and Council. The plan contemplates primarily water, sewer, and street improvements which are estimated to total approximately \$6.5 million in costs over the twenty-year life of the plan. It is estimated private development of roughly \$41.4 million will generate \$8.4 million in tax increment to finance such public improvement costs. It is anticipated the first expenditures for public improvements will be financed by the developer. Repayment to the developer will be through a note from the Agency, and the tax increment will be used to repay the developer.

An owner participation agreement with Eagle Ridge Devel-

opment LLC was completed in July of 2015. The agreement provides for reimbursement from incremental tax revenue from the district to the developer in an amount not to exceed \$1,750,000 for the reconstruction of Snake River Parkway north of the Porter Canal, the intersection with Utah Avenue, and the extension and improvement of Pioneer Road. This reimbursement will be from the future tax increment to be generated by Eagle Ridge Subdivision. In addition, the Agency agreed to reimburse Eagle Ridge Development \$345,000 from the tax revenues of the Amended Snake River District for improvements to Pioneer Road immediately south of Pancheri Drive. Construction on the roadways began in early summer, 2015. Construction has been completed and accepted by the City. In 2020 the promissory note was executed and the first payment issued. In 2021, staff began receiving inquiries on other potential projects in this district. No plans were submitted in 2021 or 2022, but there are projects anticipated to be submitted in 2023.

JACKSON HOLE JUNCTION URBAN RENEWAL DISTRICT

In early 2017, the owners of the Jackson Hole Junction project requested the Agency consider a fifth urban renewal district to cover their property. The 45-acre parcel is located on the southern boundary of Idaho Falls, adjacent to the Sunnyside and I-15 interchange. The primary reason for requesting an urban renewal district was the discovery of significant amounts of basalt, especially where the main road and utility corridor needed to be located.

The Agency engaged the services of Kushlan Associates to determine if the areas eligible for a district. The eligibility report found the site met 12 of the 14 requirements for a district including the presence of a substantial number of deteriorated or deteriorating structures and deterioration of the site, age or obsolescence, predominance of defective or inadequate street layout, outmoded street patterns, the need for correlation of area with other areas of a municipality by streets and modern traffic requirements, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsuitable topography or faulty lot layouts, insanitary or unsafe conditions, defective or unusual condition of title, substantial impairments to the sound growth of a municipality, conditions which retard the development of the area, and results in economic underdevelopment of the area. The Agency approved the report in June 2017, and the City Council approved it in July 2017.

The Agency then engaged Elam and Burke and Kushlan Associates to prepare the plan and financial projections. Although the site was determined eligible for creation of a district, because it is located away from the City's traditional core where the Agency has focused its efforts since the 1980's, the Agency board thoroughly considered and debated whether or not to break from their established mission and create a greenfield district. In the end, the majority of the board members voted to approve the district with limitations on the scope, timeline, and budget.



Holiday Inn & Suites at Jackson Hole Junction

Instead of the full 20 years, the district will only be open for 13. The plan also will be limited to rock removal and assistance with public infrastructure. Further, a \$4,000,000 cap on tax increment finance dollars was incorporated into the Owner Participation Agreement. The plan with these restrictions was approved by the Agency on September 21, 2017, and by the City Council on November 9, 2017. The owner participation agreement was completed in early 2018. In 2018 construction was largely completed on major public utility and roadway infrastructure.

In 2020 the first major building was completed, a Holiday Inn Express. The hotel included a new restaurant, Burger Theory, on the main floor. Ground was also broken on a medical clinic. Plans for a major entertainment facility included movie screens, bowling alleys, and arcade were initially put on hold, but ultimately cancelled due to the COVID-19 pandemic. Although that project has not come back, there is still significant development in the area. Construction is underway on new auto dealerships and a major apartment complex. A medical office was also recently completed. As the financial tables in this report show, the completed projects have already generated a significant increment in valuation of the District and the new projects will only continue to add to the increment.

PANCHERI EAST BANK URBAN RENEWAL DISTRICT

Because the district was not approved until December of 2022, there are no projects underway for inclusion in this report. In 2023 the Agency will finalize an Owner Participation Agreement (OPA) with Sentinel Properties. The developer will then be able to work towards demolition of the former jerky plant, followed by construction of a new hotel. Status of these projects will be included in the 2023 annual report.



LEGACY PROJECTS SUMMARY

The Idaho Falls Redevelopment Agency has worked diligently to improve the City through urban renewal and tax increment financing. Some of the important work completed by the Agency and its partners is in districts that have closed and therefore is not featured in summaries of current projects. However, these projects still define the work of the Agency and the value they added to the City will carry on for decades to come. A summary table of these legacy districts base and increment value are included here. A summary of projects specific to the Snake River District are included as well. Narratives of these districts can be found in previous annual reports.

| District | Base Value* | Net Taxable | Tax Increment Value |
|----------------------|--------------|---------------|---------------------|
| Snake River Amended | \$56,960,967 | \$245,872,104 | \$189,763,247 |
| Pancheri-Yellowstone | \$4,817,731 | \$12,296,925 | \$7,479,194 |

*All numbers are provided for the year the district closed

SUMMARY OF PROJECTS COMPLETED BY AGENCY SNAKE RIVER DISTRICT

The following table summarizes the projects and studies completed by the Agency through 2022. The below public improvements were financed by bond proceeds, loans, or cash reserves.

| Description of Project | Monies Spent | Description of Project | Monies Spent |
|--|--------------|--|---------------------|
| Lindsay-Utah Avenue (street and utilities) | \$2,111,648 | River Gardens on Snake River, Taylor Crossing | \$808,487 |
| South Utah Avenue (street) | \$687,435 | Purchase and completion of public parking lot on D Street | \$1,192,800 |
| Wardell-Mercury improvements (street and utilities) | \$969,374 | Memorial Drive Reconstruction | \$2,535,933 |
| John Hole's pedestrian safety improvements | \$90,000 | Purchase of Kelsch Property | \$1,500,000 |
| Snake River walkway improvements | \$41,360 | Construction of Riverwalk Drive and rock removal for Springhill Suites | \$3,400,000 |
| South Utah construction and utilities | \$1,194,000 | Purchase Option for Bonneville Hotel | \$100,000 |
| Pancheri-Utah Avenue intersection improvements (1/2 cost) | \$298,000 | Assistance for Indian Motorcycle | \$151,455 |
| Relocation of power lines | \$1,388,614 | Assistance for Deseret Bookstore | \$112,221 |
| Bridgeport Drive (Milligan Road) and utility improvements | \$395,615 | Assistance for Culver's Restaurant | \$125,000 |
| Storm water facilities, landscaping, and demolition | \$297,200 | Construction of Parking Garage and Plaza at The Broadway | \$4,300,000 |
| Utility improvements | \$409,473 | Price Reduction for Bonneville Hotel Sale | \$1,300,000 |
| Days Inn demolition reimbursement | \$293,000 | Assistance for Tru Hotel | \$395,000 |
| Yellowstone: installation median with trees in downtown | \$235,414 | Assistance for Downtown Intersections | \$320,000 |
| Snake River Parkway (north of Pancheri, south of Walmart) | \$200,455 | Assistance for Broadway Streetscape | \$525,000 |
| I-15 entrance welcome sign and landscaping including demolition | \$82,527 | Assistance for Public Parking Infrastructure | \$100,000 |
| Elm/ Yellowstone parking lot contribution, earlier parking studies | \$247,050 | Assistance for Dr. Lee Dental Office | \$150,000 |
| Reimbursement to Bonneville County for land on Legion Drive | \$150,000 | Assistance for Curb and Gutter Improvements | \$12,500 |
| | | TOTAL PROJECTS | \$26,119,561 |

SUMMARY OF “INCREMENT VALUE” IDAHO FALLS URBAN RENEWAL DISTRICTS, 2022

The following table shows the “increment value” or increase in assessed value generated through urban renewal districts.

| District | Base Value, 2022 | Net Taxable, 2022 | Tax Increment Value, 2022 |
|-----------------------|------------------|-------------------|---------------------------|
| River Commons | \$297,043 | \$124,104,413 | \$132,973,278 |
| Eagle Ridge | \$7,410,116 | \$13,395,800 | \$6,022,715 |
| Jackson Hole Junction | \$414,062 | \$25,512,593 | \$25,098,531 |
| Pancheri East Bank | No data for 2022 | No data for 2022 | No data for 2022 |

Information provided by Bonneville County Assessor’s Office and Data Processing

LEGAL REQUIREMENTS AND ADDITIONAL DOCUMENTATION

Under the Idaho Urban Renewal Law, an urban renewal agency is required to file with the local governing body and the Idaho State Controller, on or before March 31 of each year, a report of its activities for the preceding calendar year, which shall include the financial data and audit reports required under sections 67-1075 and 67-1076, Idaho Code. The fiscal year of an urban renewal agency is October 1 through September 30. Consequently, any formal financial statement is limited to a report through the end of the Agency’s fiscal year.

Due to the Legislative changes passed in 2021 referencing the financial information under Idaho Code Section 67-1076 to be included in the annual report, and based on the budget in effect as of January 1, 2022, the beginning of the calendar year, the annual report will include a copies of the FY2022 budget and the FY 2021 audit, which are attached hereto. The changes to the law also require an unaudited comparison of budgeted to actual expenditures for the prior calendar year. This comparison is included as an attachment to this report. The Agency also reviewed its audited financial statements for FY2022 from Rudd and Company in early, 2023. This report identifies the Agency’s assets, liabilities, income and expenses through September 30, 2022. Although not required, a copy of that report is also attached for information purposes.

Beginning with the annual report for activities during 2012, the Agency has taken public outreach measures soliciting public comment on the annual report. To solicit comment, the Agency will:

- Publish a display advertisement.
- Complete a press release to the media.
- Post the annual report and the meeting announcement on its page on the city website.

The Agency is also required to formally adopt its fiscal year budget by September 1 of each year. The Agency adopted its Fiscal Year 2022 budget on August 18, 2022. As required by the Idaho Urban Renewal Law and Local Economic Development Act, the Agency has filed its budget with the City of Idaho Falls. For FY2022-2023, the Agency budget anticipated expenditures; River Commons Revenue Allocation Fund, \$2,952,500; Eagle Ridge Allocation Fund, \$160,250, and Jackson Hole Junction Allocation Fund, \$290,250. Copies of the budget are available through the Agency’s offices or the City Clerk.

Under the Idaho Urban Renewal Law, an agency is required to include in its annual report its plans for disposition of property previously acquired by the agency. At this time the Agency does not own any property.

GOVERNING STATUTES

Urban renewal agencies and revenue allocation areas are governed by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended. Chapter 20 provides authority to city councils to find areas within the municipality are deteriorated and deteriorating and, as a result of such deterioration, create a liability upon the municipality, decrease the tax base, and impair the sound growth of the community. To correct these issues, the council is authorized to adopt an urban renewal plan. The plan is prepared by the urban renewal agency and submitted to the planning commission for its review and recommendation to the council that the plan is in conformity with the city’s comprehensive plan. Prior to the adoption of the plan, the council shall hold a public hearing after notice of the public hearing and general nature of the plan is advertised. Once adopted, the urban renewal agency is empowered to undertake the projects outlined within the plan, to construct or reconstruct public improvements, to acquire property and to renovate or prepare such property for development, and to borrow funds, including bonding, to implement the plan. Under the amendment to Idaho Code Section 67-450B adopted in 2009 and amended in 2019, an urban renewal agency is required to prepare certain audited financial statements as described in that section depending on the agency’s overall expenditures. Agencies that do not exceed \$150,000 have no audit requirements. Agencies with expenditures between \$150,000 and \$250,000 shall have an annual audit or may elect to prepare an audit on a bi-annual basis. The Agency’s expenditures exceed the statutory

threshold for not requiring an audit. Consequently, an audit has been prepared. As a result of legislative changes in 2016, the Agency is also required to submit certain information to the Idaho State Tax Commission, which information has been submitted. Finally, as a result of legislative changes in 2021, the Agency is required to submit certain information to the Idaho State Controller.

Chapter 29, Local Economic Development Act, provides a revenue source to finance the economic growth and development of urban renewal districts. A portion of the property taxes levied in a revenue allocation area (all or a portion of an urban renewal area) are allocated to the agency to finance the urban renewal plan. An agency has no authority to levy taxes. The revenue allocation area is created by council as part of an urban renewal plan. New revenue allocation areas are limited to a life of twenty years and, therefore, any bonding or notes are limited to a life of twenty years or less.

Under new reporting requirements set forth in Idaho Code Section 67-1076, the Agency must submit certain information to the State Controller’s Office by December 1, 2022, including the FY2022 budget and the FY2021 audit. The Agency submitted the required information under Idaho Code Section 67-1076 prior to the statutory deadline of December 1, 2022.

4845-6318-0590, v. 2



IFRA

Idaho Falls Redevelopment Agency

680 Park Avenue
Idaho Falls, Idaho 83402

Phone

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ADMINISTRATION AND SUPPORT SERVICES AGREEMENT

THIS ADMINISTRATION AND SUPPORT SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Idaho Falls (hereinafter referred to as the “City”), a municipal corporation of the State of Idaho, and the Urban Renewal Agency of the City of Idaho Falls, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, duly organized and existing by virtue of the laws of the State of Idaho, specifically the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the “Law”), and authorized to transact business and exercise the powers granted by the Law and the Local Economic Development Act, as amended, Chapter 29, Title 50, Idaho Code (the “Act”) (hereinafter referred to as the “IFRA”) (collectively the City and IFRA may be referred to as the “Parties”). The effective date of this Agreement is the date last signed by the Parties.

WHEREAS, IFRA is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through development, redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council of the City of Idaho Falls (the “City Council”), after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the “River Commons Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings, and establishing the River Commons revenue allocation area (the “River Commons Project Area”);

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the “Eagle Ridge Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings, and establishing the Eagle Ridge revenue allocation area (the “Eagle Ridge Project Area”);

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the “Jackson Hole Junction Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and establishing the Jackson Hole Junction revenue allocation area (the “Jackson Hole Junction Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project (the “Pancheri East Bank Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank revenue allocation area (the “Pancheri East Bank Project Area”);

WHEREAS, the above-referenced urban renewal plans are collectively referred to as the “Plans” and their respective revenue allocation project areas are collectively referred to as the “Project Areas;”

WHEREAS, the Plans include the acquisition, construction, and installation of public improvements within the Project Areas and necessary costs for engineering, insurance, audit, planning and administration;

WHEREAS, IFRA is authorized to conduct proceedings and to borrow monies to be repaid through revenue allocation (tax increment) funds pursuant to the terms and provisions of the Act for the purpose of financing the undertaking of any urban renewal project;

WHEREAS, the Plans contain revenue allocation (tax increment) financing provisions;

WHEREAS, the City and IFRA hereby find and determine that this Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and IFRA and to implement the Plans as well as any future urban renewal plans and project areas;

WHEREAS, the ability for the City and IFRA to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015;

WHEREAS, the City has provided and continues to provide certain administrative and support services to IFRA;

WHEREAS, the City and IFRA wish to state their respective obligations, expand the services provided by the City to IFRA, and revise the amount of consideration paid by IFRA to the City accordingly;

NOW, THEREFORE, the City and IFRA do hereby agree as follows:

1. Statement of Purpose

The purpose of this Agreement is to provide for the definition of rights, obligations, and responsibilities of IFRA and of the City to provide for the receipt, investment, and disbursement of funds by IFRA through the City Controller’s Office; clarify the City’s obligations to provide administrative, clerical, GIS/mapping and secretarial services and support for IFRA; and set the

amount of consideration IFRA shall pay the City for such services.

2. City's Obligations

The City agrees to make available as per this Agreement certain personnel and administrative services to IFRA, including, but not limited to:

a. Services described in this Agreement through the Community Development Services Director; City Controller's Office; the Assistant Planning Director, GIS Analyst/Planner II, and Administrative Assistant of the Community Development Services Department;

b. Any other necessary services described in this Agreement from other City departments or staff related to clerical support;

3. General Job Descriptions

a. Agency Treasurer

1. As of the effective date of this Agreement, staff of the City Controller's Office (the "City Controller Staff") serves as the IFRA Treasurer (the "IFRA Treasurer"). The City Controller Staff shall receive, invest, and disburse funds subject to legal authorization and budgeting by IFRA and formal approval by the IFRA Board. The City Controller Staff shall also be responsible for preparing all required accounting reports, including any required year-end financial statements and/or a comprehensive annual financial report, and advising IFRA Board of IFRA's financial status. Provided however, IFRA shall engage, at its sole cost and expense, a qualified accountant/auditor to provide the annual independent financial audit as required by Idaho Code 67-450B.

2. The City may designate City Controller Staff to perform these functions, subject to approval by IFRA. The City Controller Staff, currently designated to be Cassie Auten, (or other future designee) shall provide the following specific services:

- i. Maintain an account ledger for all income and expenses and provide a monthly summary report of the same to IFRA Board; as well as distribution of invoice/expense information for all Board meetings and monthly between meetings;
- ii. Track project related expenditures by Project Areas, including those governed by reimbursement agreements;
- iii. Provide general bookkeeping services in substantial compliance with Generally Accepted Accounting Principles or Governmental Accounting Standard Board (GASB) standards, whichever is applicable;

- iv. Keep track of and prepare checks or other methods of payment for IFRA expenses as directed by the City Controller, the Assistant Director of the Planning Division or IFRA Board;
- v. Coordinate with any accountant/auditor selected by IFRA to perform annual audits;
- vi. Obtain information from Bonneville County to aid in preparation of the annual budget and/or to confirm IFRA's revenue stream;
- vii. Prepare IFRA's annual budget;

b. Community Development Services Director

1. To the extent IFRA does not engage directly with an administrator or executive director, the Community Development Services Director, or their designee as selected by the City and subject to approval by IFRA, agrees to furnish its skill and judgment in the administration of services by a political subdivision, including but not limited to areas related to urban planning and economic development, to carry out the Plans and the Project Areas. The extent of those administration services will be as authorized by the IFRA Board of Commissioners and/or the IFRA Chair. Under the general direction of the Board of Commissioners, and in accordance with IFRA policy, applicable laws, and professional standards, the Community Development Services Director is responsible for the effective administration of all IFRA activities, including development, planning, operations, budgeting, staffing, and developing/maintaining IFRA's external relationships. **Exhibit A**, attached hereto, contains a general description of the services to be provided by the Community Development Services Director.

2. As of the effective date of this Agreement, IFRA contracts with Brad Cramer, Perspective Planning and Consulting LLC, to perform the executive director duties. To the extent, IFRA does not engage directly with an independent contractor to perform executive director services, it is understood the City will designate City staff, as approved by IFRA, to perform the executive director or administrator duties as set forth above.

c. Assistant Planning Director

The Assistant Planning Director, or their designee as selected by the City and subject to approval by IFRA, agrees to provide administrative support to IFRA's administrator or executive director, whether the administrator or executive director is the Community Development Services Director or an independent contractor directly engaged by IFRA. The Assistant Planning Director may meet with developers and/or property owners seeking IFRA assistance for an urban renewal project to determine potential eligibility and to identify certain public infrastructure gaps. The Assistant Planning Director will work with IFRA's administrator or executive director on

advancing projects to the Agency Board for its consideration.

d. GIS Analyst/Planner II

The GIS Analyst/Planner II, or their designee as selected by the City and subject to approval by IFRA, agrees to provide certain mapping support to IFRA for new study areas, new project area, maps related to specific projects, utility location maps and related mapping needs.

e. Other City Departments

From time to time, IFRA may seek input and assistance from other City departments to provide research, analysis, and information concerning potential IFRA projects. In those instances, those departments and their personnel shall be compensated by IFRA as set forth in Section 4 of this Agreement.

f. Clerical and Support Services

1. To the extent IFRA does not engage directly with an independent contractor to provide clerical and support services, the Administrative Assistant of the Community Development Services Department will perform clerical and support services for IFRA. City, through the Community Development Services Department, subject to approval by IFRA, shall designate a city employee or employees and shall provide the following services:

- i. Preparation and distribution of the agendas for all meetings of IFRA;
- ii. Assemble and maintain the records of IFRA in a safe and organized; manner in compliance with the principles or standards referenced above;
- iii. Compliance with IFRA reporting requirements; and
- iv. Maintain the IFRA webpage.

As of the effective date of this Agreement, the City contracts with Rebecca Thompson, an independent contractor, which as part of her scope of work includes: to attend each IFRA meeting to record and transcribe the minutes. To the extent, the City and/or IFRA does not engage directly with an independent contractor to perform these services, it is understood the Administrative Assistant of the Community Development Services Department would attend each IFRA meeting and record and transcribe the minutes.

g. Miscellaneous Services

City, through the City Clerk's office, subject to approval by IFRA, shall designate a city employee or employees and shall provide the following services:

1. The City shall provide meeting facilities (at no cost to IFRA) that include live broadcasting of IFRA meetings, to include audio, video, and projection equipment. IFRA will pay a reasonable cost for live streaming its meetings.

4. IFRA'S Obligations/Compensation to City

IFRA agrees to pay City for services rendered under this Agreement based on the following methodology. Any City personnel providing services to IFRA as described in this Agreement shall maintain specific time increments showing the amount of time worked on an IFRA project or initiative as well as a description of the services provided. IFRA shall compensate such work based on the hourly rate imposed by the City employee, in an amount previously agreed to by the City and IFRA through the budgeting process described in Section 8 of this Agreement. Such hourly rate shall be based on the salary and other benefit costs related to the employee's position.

5. Method of Payment/Monthly Invoices

The City shall maintain time and expense records and provide them to IFRA monthly, along with monthly invoices in a format acceptable to IFRA for services performed to the date of the invoice. Each invoice shall specify charges as they relate to the tasks set forth in this Agreement. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date. Each invoice shall identify the number of hours incurred by each City employee identified in this Agreement along with that employee's hourly rate. City shall provide IFRA the applicable hourly rate for the work provided, which hourly rate shall be subject to review and approved by IFRA.

If the services subject to a specific invoice do not meet the requirements of this Agreement as IFRA may reasonably determine, IFRA shall notify City in writing and provide specific deficiencies in the services or work product that do not meet the requirements. City shall have seven (7) working days to correct or modify the services or work product to comply with the requirements of the Agreement as set forth in IFRA's written notice. If IFRA again reasonably determines the services or work product fails to meet the requirements, IFRA may withhold payment until deficiencies have been corrected to IFRA's reasonable satisfaction or may terminate this Agreement for cause as set forth in Section 17.a of this Agreement.

6. Additional Reimbursements

IFRA shall reimburse City for costs associated with engineering or other technical services associated with IFRA funded projects. IFRA shall provide reimbursement for the costs of systems and technology to support administrative functions. Such costs shall be identified and approved by the IFRA Board as part of the annual budgeting process.

7. Evaluations

No later than June 1 of each calendar year, IFRA shall evaluate the performance of the

activity provided by any City employee for services described in this Agreement. IFRA shall provide the results of such evaluations to the City for its review and comment. One of the purposes of such evaluations is to provide IFRA the opportunity to request City assign other employees to provide the services set forth in this Agreement. Should the City and Agency not reach agreement on the assignment of alternative employees, either party may invoke termination of this Agreement for Convenience as described in Section 17.c. of this Agreement. Alternatively, should the City and Agency not reach agreement on the assignment of alternative employees, either party may elect to not renew this Agreement as described in Section 22 of this Agreement.

8. Annual Budgeting Proposal

No later than July 1 of each calendar year, City shall provide IFRA with a summary of the hours worked by City employees on IFRA assignments, a breakdown of hourly rates, and the total amount compensated through the date of the summary. No later than July 1 of each calendar year, City shall provide IFRA with City's proposal for the type of services, hourly rates for such service, hourly rates of City employees providing services to IFRA, and an estimated amount of compensation for the following fiscal year to assist IFRA in preparing its required budget for the following fiscal year. Should City and IFRA not reach agreement on the services provided, the City employees assigned to IFRA, or the amount of compensation for the subsequent fiscal year, then either party may provide notice of non-renewal as described in Section 22 of this Agreement.

9. Insurance

The City shall purchase and maintain, for the benefit of the City and IFRA, liability coverage for protection from claims under workers' or workmens' compensation acts arising from work performed under this Agreement; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees while working on activities under this Agreement; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work pursuant to this Agreement; and claims arising out of the performance of this Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City (but no less than the limits required under the Idaho Tort Claims Act), and nothing herein shall be construed as any waiver of any claim or defense by the City or IFRA premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. Provided, however, IFRA shall obtain its own insurance of similar benefit and value for IFRA activities.

10. Representations and Warranties

In consideration of this Agreement City and IFRA make the following representations and warranties:

- a. IFRA is a public body corporate and politic of the state of Idaho, duly organized and validly existing, and in good standing under the laws of the state of Idaho with the power to own its assets and to transact business in Idaho.

b. IFRA has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

c. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which IFRA is a party or which purports to be binding on IFRA or its assets and will not result in the creation of imposition of a lien on any of its assets.

d. There is no action, suit, investigation, or proceeding pending or, to the knowledge of IFRA, threatened against or affecting IFRA or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of IFRA or the operation of its business or which would otherwise affect this Agreement or IFRA's obligations hereunder.

e. City is a municipal corporation of the state of Idaho, duly organized and validly existing, and in good standing under the laws of the state of Idaho with the power to own its assets and to transact business in Idaho.

f. City has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

g. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which IFRA is a party or which purports to be binding on City.

h. There is no action, suit, investigation, or proceeding pending or, to the knowledge of City, threatened against or affecting City or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of City or the operation of its business or which would otherwise affect this Agreement or City's obligations hereunder.

11. Miscellaneous Provisions

Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body and is fully vested with the authority to bind such party in all respects.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

The Parties shall in all instances cooperate and act in good faith in compliance with the terms, covenants, and conditions of this Agreement and each shall deal fairly with the other.

Each Party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances, as may be reasonably requested by the other to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

This Agreement shall not be modified or otherwise amended except in writing signed by all of the Parties.

If the date for delivery of a notice or performance of some other obligation of a Party falls on a Saturday, Sunday, or legal holiday in the state of Idaho, then the date for such notice or performance shall be postponed until the next business day.

This Agreement shall be governed by the laws of the state of Idaho.

12. Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the consent of the other Party hereto, which consent may be withheld in the discretion of that Party. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

13. Number and Gender

In constructing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

14. No Third-Party Beneficiary

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

15. Counterparts / Facsimile

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the parties.

16. Merger Clause

This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

17. Termination of Agreement

a. **For Cause - IFRA.** If, through any cause, the City shall fail to fulfill its obligations under this Agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, IFRA shall thereupon have the right to terminate this Agreement by giving written notice to the City and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, City shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

Notwithstanding the above, the City shall not be relieved of liability to IFRA by virtue of any breach of this Agreement by the City, and IFRA may withhold any payments to the City for the purpose of set-off until such time as the exact amount of damages due IFRA from the City is determined. City shall also provide IFRA all work products generated prior to date of termination. All work products generated, whether complete or not, are the property of IFRA.

b. **For Cause - City.** If, through any cause, IFRA shall fail to fulfill its obligations under this Agreement, or if IFRA shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to IFRA and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, IFRA shall pay City an amount for the actual services performed in accordance with this Agreement through the cancellation date.

Notwithstanding the above, IFRA shall not be relieved of liability to City by virtue of any breach of this Agreement by IFRA. City shall provide IFRA all work products generated prior to date of termination. All work products generated, whether complete or not, are the property of IFRA.

c. **For Convenience.** IFRA or City may terminate this Agreement at any time, for any reason, by giving at least thirty (30) days' notice in writing to the other party. If this Agreement is terminated by IFRA as provided herein, City shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

18. Notices

Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To IFRA: Agency Chair
Idaho Falls Redevelopment Agency
308 Constitution Way
Idaho Falls, ID 83402

To City: City Attorney's Department
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

19. Discrimination Prohibited.

In performing the services required herein, City shall not discriminate against any person on the basis of race, color, religion, sex, gender identity/expression, sexual orientation, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by IFRA, in whole or in part, and may result in ineligibility for further work for IFRA.

20. Anti-Boycott Against Israel Certification.

City and IFRA hereby certify pursuant to Section 67-2346, Idaho Code, they are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

21. Disputes

In the event that a dispute arises between IFRA and the City regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual

agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Idaho Falls, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

22. Term of Agreement and Renewal

This Agreement shall be effective the date last executed by the Parties and shall continue for an initial period through September 30, 2023. The Agreement shall automatically renew for additional one-year terms at the expiration of the then existing term unless either City or IFRA provides notice of non-renewal within sixty (60) days of the expiration of the then existing term.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto through their respective governing boards have executed this Agreement on the date first cited above.

CITY OF IDAHO FALLS

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

ATTEST:

City Clerk, Corrin Wilde

IDAHO FALLS REDEVELOPMENT AGENCY

By _____
Lee Radford, Chair

ATTEST:

Terri Gazdik, Secretary

EXHIBIT A

SCOPE OF SERVICES

City shall provide day-to-day administrative and operational support to the IFRA to include, but not limited to, the following services:

1. Assist with the preparation and administration of IFRA contracts and agreements
2. Provide staff support for projects requested by the IFRA Board
3. Provide assistance to members of the public inquiring about IFRA projects or funding
4. Prepare letters, memos, or other correspondence on behalf of the IFRA Board.
5. Manage and administer IFRA Owner Participation Agreements
6. Respond to IFRA public records requests
7. Manage and maintain all IFRA records and files
8. Coordinate IFRA activities and projects with City staff and IFRA consultants

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