

## MEMORANDUM OF UNDERSTANDING

### TULLAMORE LIFT STATION IMPROVEMENTS

THIS MEMORANDUM is made and entered into this 21<sup>st</sup> day of August, 2018 by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, P.O. Box 236, Post Falls, Idaho 83877, hereinafter referred to as the Agency, and the CITY OF POST FALLS, an Idaho municipal corporation, 408 North Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the City.

#### WITNESSETH:

WHEREAS the Agency in conjunction with the City has formed an urban renewal district known as the East Post Falls Urban Renewal District, and has adopted an Urban Renewal Plan for the District, and the Tullamore Lift Station is located in this District, and

WHEREAS it is the charter of the Agency pursuant to the East Post Falls Urban Renewal Plan, hereinafter referred to as the Plan, to encourage the development and economic growth of the District, and

WHEREAS the Plan provides for various improvements to facilitate the orderly development and economic growth of the District including the Tullamore Lift Station, and

WHEREAS the City adopted the North East Quadrant Sewer Study on July 17, 2018 as part of its sewer master plan, which calls for upgrading the Tullamore Lift Station.

NOW, THEREFORE, in consideration of the mutual goals and consideration to be derived here from, the Parties enter into the following understandings with reference to jointly and cooperatively upgrade the Tullamore Lift Station, hereinafter referred to as the Project.

Project description: The Tullamore Lift Station will need to be upgraded to allow for increased flows beyond its current capacity to allow for additional growth within the East Post Falls Urban Renewal District and the North East Quadrant. The Lift Station upgrades shall be constructed per the City of Post Falls Lift Station Standards. In general, the Project includes installing a new pump in the existing Lift Station, with the associated support, power, and control components, and adding 4000 gallons of emergency storage.

Design Phase: The City agrees to negotiate a contract with a consultant from the City's roster of design professionals. The Project will be designed under direction from City staff. The completed design will be presented to the Agency prior to bidding. The City will oversee the bidding process. In the event it is necessary to rebid the Project, the costs associated with this effort will be a part of the complete Project.

Construction Phase: Following bidding, the City will award a construction contract to the lowest responsive bidder. The improvements associated with the Project are set forth within the project description. The City agrees to manage the construction of the Project, using either City staff or third-party consultants. The Agency shall reimburse all third-party consultant costs. Upon completion of the Project, a construction summary and copies of all third party invoices will be presented to the Agency by City Staff.

Financial Agreement:

The City agrees to initially fund the Project using reserve funds. The Agency agrees to reimburse the City for the cost of the upgrades described, including design, construction, and project management costs. The total project costs have been estimated prior to design at approximately \$108,000. The total estimated cost projects will be provided to the Agency for approval at the end of design and after the project is bid by the City. Due to the time constraints of the project and need for completion for future development, both parties agree to work cooperatively and understand that timely completion of this Project is in the best interest of future development of this area.

The Agency agrees to reimburse the City for staff time given to design, research, evaluate, report or otherwise assist the Agency in the Lift Station improvements, at the City employee's fully burdened hourly cost to the City for individual employees. The City agrees to provide these hourly costs to the Agency and agrees to track staff hours dedicated to this project and to track all non-personnel Project costs to a single general ledger code within the City's accounting software.

The Agency agrees to make the reimbursements for this Project as soon as tax increment arising from the East Post Falls Urban Renewal District is available after satisfying all current Agency obligations to proponents within the District, including the full repayment of the Agency's outstanding bonds for the construction of the Greensferry Overpass. The Agency agrees to advise the City on a quarterly basis of the status of such repayments, and of the accrued tax increment available to reimburse the City for the proposed Project improvements. The estimated reimbursement schedule is currently projected to occur in 2020.

The City understands and acknowledges that the East Post Falls Urban Renewal District has a finite life and that all reimbursements must be completed prior to the District maturity date of December 31, 2022. The City also understands and acknowledges that any costs or other obligations associated with the Project which are not documented and provided to the Agency in sufficient time to be paid prior to the maturity date of the East Post Falls Urban Renewal District will not be reimbursed and will not be an obligation or liability of the Agency.

In light of this, City and Agency agree that time is of the essence in the performance of their respective obligations regarding this Project.

Development Contract: The purpose of the Memorandum is to formally document the understanding and the relationship between the Parties as to the Project. It is the intent of

both parties to design the Project in 2018/2019 and construct and fully complete the Project improvements in 2019.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

CITY OF POST FALLS  
An Idaho Municipal corporation


ATTEST:

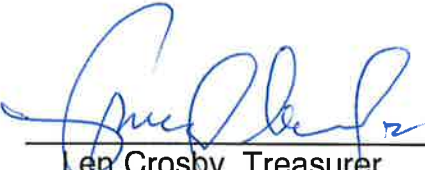
BY:   
Ronald G. Jacobson, Mayor

  
Shannon Howard, City Clerk

POST FALLS URBAN RENEWAL AGENCY

ATTEST:

By:   
Jerry Baltzell, Chairman  
9-11-18

  
Len Crosby, Treasurer  
9/11/18