

**COMMONWEALTH OF KENTUCKY
CITY OF TAYLORSVILLE**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TAYLORSVILLE AND
THE SPENCER COUNTY BOARD OF EDUCATION**

This Memorandum of Understanding between the City of Taylorsville, P.O. Box 279, Taylorsville, Kentucky 40071, hereinafter referred to as the “**City**” and the Spencer County Board of Education, hereinafter referred to as the “**Board**” enter into this MOU this the _____ day of _____, 2015, regarding the following:

WITNESSETH:

WHEREAS, the Spencer County Board of Education has acquired approximately 25.505 acres located at or adjacent to McAllister Ln. and Highview Dr., East of Taylorsville on which to construct a new elementary school, and,

WHEREAS, the Board has requested to connect to the City’s sanitary sewer system and to obtain other services from the City such as water, police protection, etc., and,

WHEREAS, City Ordinance # 315 requires for property to receive sanitary sewer services the property must be located within the city limits, and,

WHEREAS, the Board has requested the City to annex the property.

THEREFORE, the parties herein agree that the City will annex the property into the City and to allow the property to receive the services requested, at the Board’s cost, contingent upon the following:

1) INFORMATION TO BE PROVIDED TO CITY

The Board agrees to provide to the City any and all information pertinent to the anticipated water usage including peak usage schedule and average daily sewer discharge (flow=1000/day) including the peak discharge schedule. Furthermore the Board agrees to notify the City immediately of any waste discharge other than domestic, including any waste discharge containing BOD values or other contaminants that do not meet the City's Sewer Use Ordinance and that may adversely affect the day to day operation of the wastewater collection and wastewater treatment system.

2) SANITARY SEWER SYSTEM CONNECTION & EXTENSION

* (a) Considering the City's existing wastewater system infrastructure in the area where the new school will be located, will need to be upgraded to handle the additional demand which will be placed on the City's system by the school, which is estimated at this time will be an average flow of 65 gallons per minute (peak flow calculated at 16.25 gpm x 4) as calculated for a 10-hour period, the City sanitary sewer system will require;

- * i. Installation of a new sewage line to be run from the new school building to the Highview Pump Station;
- ii. The Highview Sewer Pump Station, along with the Early Wyne Pump Station to be upgraded to handle the additional flow based on the

City's specifications, which the Board agrees to bear those cost as estimated in Attachment A and as set forth in paragraph 5;

- iii. Approximately 175 ft. of 8" gravity sewage line extension to be ran from the new school east property line to a specified location in Highview Subdivision on Swan Way Dr., including manholes at each end of the sewer line. This portion of sewer line shall be designed and installed according to the city's specification, by the school board and their engineering firm, or an appointee, and provide a one year warranty for material and workmanship. The City shall own said sewer infrastructure but shall not be responsible for maintaining said line until the one (1) year warranty has expired.

- iv. The City will design, bid for construction, install, and inspect and test all equipment and lines in regards to the pump stations as described.


- * The Board shall bear all cost for the installation of the public sewer infrastructure consisting of the Early Wyne and the Highview Pump Station as stated in Attachment A. The Board further agrees to the design and installation of the infrastructure as approved by the City and the City's engineer;

3) WATER CONNECTION & EXTENSION

- (a) Considering a potable water supply and fire protection are necessary, a water line extension will need to be installed from the new school building to connect to the City's existing water main in that area as depicted on the school


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site plans. This water line extension shall extend from Highview Drive and along the vicinity of the inner perimeter of the school property as indicated on the site plans and/or recorded easement extending to McAllister Ln. All apertures shall be positioned and completed at time of installation of the water main extension including but not limited to; fire hydrant, fire protection line and potable water service connections and any other apertures required. (See Attachment E).



(b) The City shall install a 2" potable water meter service which will connect to the newly installed water main extension located on the Board property for which the Board agrees to bear all cost, as set forth in paragraph 5.

(c) All fire hydrants and fire protection water supply line shall installed in accordance with City's specifications and standards and be located as instructed by the Spencer County Fire Chief. In addition, fire hydrants, fire line backflow prevention device including an open/close indicator and a fire department connection, and potable water meter vault shall remain accessible at all times. The fire line shall have a double check valve and shall be accessible at all times for inspection and shall have the capability for a detector check meter to be attached at the City's discretion. The Board will bear all cost associated with the installation including those cost associated with required quality testing, i.e. bacteria test and water flushing, etc.



(d) The City shall own said water infrastructure including but not limited to the following: 6 inch water main extension and connections as described in

paragraph 5B, all fire hydrants and associated material for installation, fire protection line connections and valve, as described in paragraph 3C.

- (e) The City shall not be responsible for maintaining said line until the one (1) year warranty has expired.
- (f) The potable water connection, meter, and all associated material installed by the City shall be the responsibility of the City.
- (g) The City reserves the right to tap onto or extend said water main extension, provided the necessary easement can be agreed upon between the City & Board.
- (h) All City maintained infrastructure shall be accessible at all times for inspection.

4) WATER & SEWER EASEMENTS

- (a) The Board shall grant the City any and all easements required that are associated with said property and the water & sewer infrastructure and said easements shall be recorded at the Spencer County Clerk's office.
- (b) The Board shall be responsible for all cost of easement preparation and recording associated with this project ~~both on and off of school property~~

5) COST AND FEES

- * (a) The Board agrees to bear all cost and fees directly related to upgrading the City's wastewater system as set forth in paragraph 2 and water service as set forth in paragraph 3, said cost to include, but are not limited to: the upgrade of the Highview Pump Station; the upgrade of the Early Wyne Pump Station (as estimated in the Attachment A); a 2 inch potable water meter and associated

fees; sewer impact fees valued at \$39,000, as calculated per City Ordinance 360 "Water and Sewer Rates" (as noted in Attachment B) and due upon

application for the water meter; city's engineering and legal fees and cost, including those legal and engineering cost associated with this project incurred prior to the signing of this agreement; the cost of preparing, acquiring and recording private or utility easements which may be needed for the project, if any; connection and permit fees; publication cost of advertising for construction bids; regulatory fees and cost which may be required by federal, state and local entities, if any, and any other cost which may be required.

- (b) The board will also be responsible for the material and any other cost relevant to the installation of fire hydrants, 6" water line extension, three (3) inch tap with a two (2) inch water meter, fire protection line & all related material, eight (8) inch sewer main extension, manholes & connections according to the specifications required by the city and will require that they be maintained by the City.
- (c) The Board shall be responsible for all cost to install and maintain a six (6) inch double check valve/vault on the fire protection line, including an open/close indicator and a fire department connection, according to the specifications of the City and the Fire Department.
- (d) All fees associated with the upgrades to the infrastructure described in this MOU are above and beyond the normal monthly water and sewer bill and associated fees with providing city services on an on-going basis.

6) METHOD OF PAYMENT

(a) The City will pay its' contractor, engineer and attorney for the work the City is performing, upon receipt of the check from the Board via the Kentucky Department for Education (KDE), for approved invoices submitted by the City. The City will be reimbursed for publishing expenses and other miscellaneous expenditures upon receipt of the check from KDE for approved invoices.



(b) The Board agrees to supply the City with all invoices related to the cost of water line and fire hydrant installation, for the purpose of the City capitalizing this donated asset.

7) REGULATION COMPLIANCE

The Board will comply with any and all of regulations of the Kentucky Division of Water, Federal and State EPA and local regulations pertaining to the water and sewer service;

8) ANY ADDITIONAL INFORMATION

The Board agrees to provide to the City any and all other information the City may need in regard to the connection to the City water and sanitary sewer systems;

9) APPROVAL

The Board agrees that service is contingent upon the approval of the Kentucky Division of Water and the City Commission;

10) CITY ORDINANCE

The Board agrees to comply with the City of Taylorsville Sewer Use Ordinance #315 (Attachment C), and any deviations shall be pre-approved;

11) SCHOOL PLANS

The Board agrees that a full set of approved/final site plans shall be submitted to the City of Taylorsville prior to construction and shall include all present and anticipated underground utilities (private and public), easements, drainage plans, road access plans and all other relevant information pertaining to water and sanitary sewer.

This Memorandum of Understanding shall be a binding agreement of all parties and shall not be construed to alleviate any responsibilities of said parties. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired. All or any part of this Agreement may be amended and shall be subject to attaining an agreement of all parties in regards thereto.

Witness this _____ day of _____, 2015.

Spencer County Board of Education:

Attested By:

Sign
Print: _____

Sign
Print: _____

City Of Taylorsville:

Attested By:

Sign
Print: Donald Pay, Mayor

Sign
Print: Steve Biven, City Clerk