**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 Ordnance # 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 contaminates 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.

1. SANITARY SEWER SYSTEM CONNECTION & EXTENSION
   * + - 1. 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 to have a peak 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;

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, the exact cost of which will not be known until the project has been bid in accordance with the Model Procurement Code, which the City has adopted, and the project is completed;

Approximately 800 feet of 8” gravity sewer line extension, referred to as “Sanitary Sewer Line A’ on the site plan, to be installed, of which approximately 622 feet to be installed approximately sixty feet (60’) inside the east property line, along what is known as McAlister Ln. Additionally, approximately 177 feet of the aforementioned 800 feet of 8” gravity sewer line extension also referred to as “Sanitary Sewer Line A’ on the site plan, to be installed from manhole labeled MH #2 to manhole labeled MH #1 located in Highview Subdivision on Swan Way Dr. All manholes shall be installed as specified on current site plan. 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, for which the Board shall maintain for a period of one year from the completion of the project after which the City shall own and maintain said sewer infrastructure, provided the infrastructure has been installed according to the Cities specification and is in good working order and free from any defects in workmanship, materials or otherwise.

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 further agrees to the design as approved by the City and the City engineer’s review and inspection;

1. WATER CONNECTION & EXTENSION
2. Considering a potable water supply and fire protection are necessary, a water line extension will need to be installed for the new school building to connect to the City’s existing water main in that area as depicted on the school 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 final site plans which shall be recorded at the Spencer County Clerk’s Office and showing the recorded easement extending to McAllister Ln. All appurtenances 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 appurtenances required. (See Attachment E), the total cost of which is not know at this time.
3. 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, the total cost of which will not be known until the project is completed.
4. All fire hydrants and fire protection water supply lines shall be 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., the total cost of which will not be known until the project is completed.
5. 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.
6. The City shall not be responsible for maintaining said line until the one (1) after the project is completed, provided the infrastructure has been installed according to the City’s specifications and is in good working order and free from any defects in workmanship, materials or otherwise.
7. The potable water connection, meter, and all associated material installed by the City shall be the responsibility of the City.
8. The City reserves the right to tap onto or extend said water main extension, provided the necessary easement on or across the Boards property can be agreed upon between the City, the Board and the KDE-Facilities Branch.
9. All City maintained infrastructure shall be accessible at all times for inspection.
10. WATER & SEWER EASEMENTS
11. The Board shall grant the City any and all easements as may be required on the Board's property that are associated with said property and the water & sewer infrastructure and said easements of 20 feet shall be recorded at the Spencer County Clerk’s office, subject to the approval of KDE-Facilities Branch.
12. The Board shall be responsible for all cost of easement preparation and recording associated with this project, the exact cost of which is unknown at this time.
13. COST AND FEES
14. 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, but only to the extent needed to upgrade the City system for to provide the services needed for the new school and not to enhance the City system beyond the infrastructure needed for that purpose, 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, inspection 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.
15. 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.
16. 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.
17. 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.
18. Only project cost estimates can be given at this time, the exact cost to the Board for the project cannot be known until the project is bid, as may be required by the Model Procurement Code, change orders which may be required and the other cost which will not be known until the project is completed.
19. METHOD OF PAYMENT
20. The City will pay its’ contractor, engineer, attorney and any other cost which may be incurred that are unknown at this time, upon receipt of payment from the Board for approved invoices submitted by the City. Payment shall be made to the City within 30 days of submitted invoices.
21. 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.
22. 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;

1. 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;

1. APPROVAL

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

1. 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;

1. 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. A final record site plan (A.K.A. as-built drawings) will be provided to the City;

1. JOINT PREPARATION OF AGREEMENT

This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement;

1. TIME IS OF THE ESSENCE

Time is to be of the essence in the performance of the terms and provisions of this Agreement.

*This Memorandum of Understanding shall be a binding agreement of all parties, their successors and assigns, 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 Sign*

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City Of Taylorsville: Attested By:

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*Sign Sign*

*Print: Donald Pay, Mayor Print: Steve Biven, City Clerk*

PREPARED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JOHN D. DALE, JR.

Attorney at Law

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