

Agreement Number:

**MEMORANDUM OF UNDERSTANDING
BETWEEN ROOSEVELT CITY AND DUCHESNE COUNTY SCHOOL DISTRICT.**

This memorandum of understanding is made by and between Roosevelt City, hereinafter referred to as the "City," and Duchesne County School District, hereinafter referred to as the "District."

Purpose of this memorandum of understanding (MOU): to formalize the agreement between the City and the District regarding culinary water and sewer services at the high school being constructed in 2016 on the south side of lagoon street and on the east side of 600 east.

WITNESSETH:

WHEREAS the City owns, operates and maintains a culinary water system; and

WHEREAS the City owns, operates and maintains a sewer system; and

WHEREAS the district requires culinary water at the high school which is under construction at the time this agreement is entered into; and

WHEREAS the district requites sewer services at the high school which is under construction at the time this agreement is entered into; and

WHEREAS the City is willing to pay a portion of improvement costs; and

WHEREAS the District is also willing to pay a portion of improvement costs.

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

THE CITY AGREES:

1. City will allow a culinary water connection, subject to any applicable fees, and will provide culinary water pursuant to the terms of any connection agreement.
2. City will provide and maintain the culinary water meter at city's expense.
3. City will maintain all portions of the water line/s feeding the school that exist in the Road Right-of-way.
4. City will maintain the culinary water line, secondary water line and fire hydrants once they are installed on 600 East; as depicted in exhibit "A".
5. City shall have the District install the culinary water line, the secondary water line

and the fire hydrants, all of which will be located in that portion of 600 East to be improved during the school construction project (depicted in exhibit "A"), and to reimburse the District the cost of installation, not to exceed \$102K, after July 1, 2017.

6. City will allow a sewer connection on 1500 East (depicted in exhibit "A"), subject to any applicable fees, and will provide sewer services pursuant to the terms of any connection agreement.
7. City will accept a right-of-way from district extending 600 East from Lagoon Street south to the southern boundary of Districts property.
8. After improvements are made to the 600 East right-of-way the City will maintain the road.

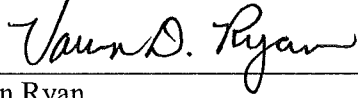
THE DISTRICT AGREES:

1. District will install culinary water lines, subject to city standards and inspections, from the point/s of connection to the main line, extending to the meter, from the meter to the school, and any loop back to the main line if any. All culinary water lines will be installed at the District's expense.
2. District will maintain culinary water line/s and appurtenances on school property from the road Right-of-way, with exception of the water meter, at District's expense.
3. District will purchase culinary water at regular City rates.
4. District will dedicate a road Right-of-way for 600 East beginning on the south side of Lagoon Street and extending to the southern boundary of the District's property.
5. District will construct improvements in conformance with City standards including but not limited to pavement, sidewalk and curbing; at District's expense. Said improvements shall be from the south side of Lagoon Street extending south to the "T" in the road south of the school building and north of the athletic fields and courts. Improvements shall include any and all necessary changes/additions to make a safe and aesthetically pleasing transition, as determined by a majority vote of the Roosevelt City Council, from the existing improvements on Lagoon Street to the improvements to be made on 600 East. Depicted in exhibit "A".
6. District will design and either install or allow person or entity of City's choosing to install culinary water line, secondary water line and fire hydrants in the portion of 600 East to be dedicated pursuant to this agreement (subject to reimbursement

for installation pursuant to this agreement). Depicted in exhibit "A".

7. District will install a sewer line, subject to city standards and inspections, from the point of origin on school property extending to and including the connection on 1500 East; as depicted in exhibit "A". All necessary sewer lines will be installed at the District's expense.
8. District shall be responsible for maintenance of the sewer line from the school to 1500 East at its own expense and District shall be subject to regular City rates for sewage disposal and treatment.

SIGNATURES:



Vaun Ryan
Roosevelt City Mayor



Duchesne County School District



Attest: Carolyn Wilken
Roosevelt City Recorder

Exhibit “A”