

**AMENDMENT NO. 1
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF WYOMING AND THE CITY OF LARAMIE
LEWIS STREET AREA INFRASTRUCTURE**

This Amendment No. 1 to the Memorandum of Understanding between the University of Wyoming and the City of Laramie for the Lewis Street Area Infrastructure dated October, 2014, is effective as of the date fully executed by both parties (“Effective Date”), and is entered into by and between the The University of Wyoming (“University”) and the City of Laramie (“City”). These may be referred to individually as “party” or collectively as “parties.

WHEREAS, the University and the City entered into an Memorandum of Understanding dated effective October 4, 2014 (“MOU”) regarding the Lewis Street Area Infrastructure;

WHEREAS, the parties agree that the University completed its obligations pursuant to Article 4(a) of the MOU by installing a steam line through the cemetery and west along Lewis Street and replacing the City’s water line from 19th Street to 15th Street as part of the Lewis Street Steam Line Project in 2014;

WHEREAS, the parties agree that Article 4(b)(i) is completed and that the University applied for and received a vacation of Lewis Street for the middle of the block between 9th and 10th streets (9 ½) to the west side of 11th street;

WHEREAS, the parties agree that Article 4(b)(ii) is completed and that the University acquired the privately-owned parcel necessary and then applied for and received a vacation of Lewis Street from 9th Street to the middle of the block between 9th and 10th Streets (9 ½) in 2018;

WHEREAS, the parties agree that Article 4(b)(iii) is complete and that a new 8 inch City-owned water line was installed by the University on Bradley Street from 9th Street to 10th Street; 10th Street from Lewis Street to Bradley Street was vacated in 2018 to the University; and the parties agreed that the water lines in this area of Lewis Street remained City-owned water lines;

WHEREAS, the parties agree that the City has vacated the following alleys and side streets between Lewis and Bradley Street to the University in accordance with Article 5 of the MOU: the alley between Lewis Street and Bradley Street from 11th Street to 12th Street (2016) and the alley between 9th Street and 10th Street from Lewis Street and Bradley Street (2018);

WHEREAS, the parties agree that Article 6 of the MOU was completed with the City’s 2014 North Campus Traffic Impact Study completed August 16, 2014.

NOW THEREFORE, the parties would like to amend the MOU as follows.

1. Article 4(c)(i) is amended to allow for phased vacations of Lewis Street alleys and side streets between 11th to 15th as more specifically set forth below and as shown in Exhibit A:
 - A. Phase 1: Phase 1 property shall include Lewis Street from the west side of 11th Street to the west side of 13th; 11th and 12th Streets between Lewis Street and Bradley Street; and the alleyway that runs east /west connecting 12th and 13th Streets.

- 1) The University has acquired all properties within the Phase 1 area.
 - 2) The University agrees that the process for the vacation of the Phase 1 property will begin once Amendment 1 is fully executed. The third reading and final approval by City Council of the vacation may only take place after the University completes all work required to transfer ownership of the utility lines in Lewis Street between 9th Street and 15th Street, which includes all work identified in Section C below being substantially complete as determined by the City Engineer.
 - 3) The Parties agree that the transfer of ownership of the utility lines will occur in the same phases as the vacation. Accordingly, after the vacation of the Phase 1 property is complete the University shall own and be responsible for the maintenance of all water and storm and sanitary sewer lines within the Phase 1 vacation area (in addition to the property on Lewis Street from 9th Street to 11th Street shown in Exhibit B which has been previously vacated).
- B. Phase 2: Phase 2 shall include Lewis Street from the west side of 13th Street to the west side of 15th; 13th and 14th Streets between Lewis Street and Bradley Street; and the alleyway that runs east/west connecting 13th and 14th Streets.
- 1) The vacation of Phase 2 area property will not commence until the University acquires all properties within this area.
 - 2) When the University completes its purchase of all necessary properties located in the Phase 2 area and completes all work as described in Section C below the vacation of the Phase 2 area can commence and be finalized.
 - 3) Once the vacation of the Phase 2 property occurs the University shall own and be responsible for the maintenance of all the water and sewer lines within the Phase 2 property.
- C. The Parties agree that the following work needs to be completed by the University prior to vacations of the Phase 1 and 2 areas set forth in this MOU and identified in Exhibit B:
- 1) The University will install with all necessary appurtenances a 12 inch water line in 15th Street from Lewis Street north to Gibbon Street with 8 inch water line legs west to 14th Street in Bradley Street, Flint Street, and a 12 inch water line in Gibbon Street. The City will be responsible for any charges related to the design and construction of the section North of Flint street and any upsizing from an eight (8) inch to a twelve (12) inch water line that occurs in 15th Street. Plans and estimated design and construction costs must be approved by the City prior to the University bidding the project. The cost obligation will be agreed upon by both parties in writing.
 - 2) The University will install an 8 inch sewer line out of the cemetery service buildings to run north down 15th Street to tie into the existing sewer in the alley between Bradley Street and 15th Street. This will abandon the existing sewer line for the cemetery running to Lewis Street.

- 3) The University will install an 8 inch sewer line from the alley between Lewis Street and Bradley Street in 13th Street to run north in 13th Street and tie in to the existing sewer in the alley between Bradley Street and Flint Street. The sewer line in the alley between Lewis Street and Bradley Street west of 13th Street will become a University owned sewer line.
- 4) The University will install a new sewer drop manhole in the 12th Street intersection between Flint Street and Bradley Street to divert flow heading west into the 12 inch sewer line heading north.
- 5) The University will install a new 8 inch water line in Flint St. between 9th and 11th Streets.
- 6) The University will disconnect the 14 inch main at 9th and Lewis by installing a cap on the east side of the existing cross.
- 7) The University will bear the cost of the utility installations directly related to the water and sewer system separations. Any City requested upsizing in piping, added valves, hydrants, or other accessories will be the financial responsibility of the City.

2. Article 4(c)(iii) is amended to added the following section (iii):

- iii. The Parties agree that all City Utilities within the alley or street shall be designed in accordance with City standards and shall be reviewed and approved by the City Engineer. All franchise utilities within the alley or street being vacated shall be relocated in accordance with City standards, shall be placed underground, and shall be reviewed and approved by the City Engineer. Once the University owns and is responsible for maintenance of any water or sewer line, the University shall operate the lines in accordance to EPA and DEQ rules and regulations.

The effective date of this Amendment No. 1 is the date of the signature last affixed to this page.

All other provisions of the MOU shall remain in full force and effect. In the event of any inconsistency between the 2014 MOU and Amendment No. 1, the terms of the Amendment No. 1 shall be construed as final and binding.

THE UNIVERSITY OF WYOMING

CITY OF LARAMIE, WYOMING

Neil Theobald
Senior Vice President for Administration

Paul Weaver
Mayor

Date

Date

Attest: Nancy Bartholomew
City Clerk