

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY OF WYOMING
AND THE CITY OF LARAMIE**

**for the
Lewis Street Area Infrastructure**

- 1) **Parties.** This Memorandum of Understanding for the Lewis Street Area Infrastructure (hereinafter "MOU") is made and entered into by and between the University of Wyoming (hereinafter "University") and the City of Laramie ("City"), which may be referred to individually as "party" or collectively as "parties."
- 2) **Term.** The provisions in this MOU will commence upon execution of all necessary signatures and shall remain in effect until January 1, 2024. This date may be extended with the mutual written agreement of the City and UW.
- 3) **Purpose:** This MOU is a result of implementing Section 6(E), "Planning" of the 2012 Agreement to Grant Temporary License and Plan for Transfer of Lewis Street Between the City of Laramie, Wyoming and University of Wyoming. This provision states:

"The University shall collaborate and consult with the City to develop a Transition Plan for the area of the license and that area identified as future expansion of the West Campus as defined in Map 2A of the University's LRDP, specifically to include the future use of the Lewis Street corridor and all additional rights-of-way entirely or partially located within the Map 2A. The Transition Plan shall provide a long term plan for treatment and ongoing management of the infrastructure systems of the parties, including, but not limited to, water, sanitary sewer, storm sewer, steam heating tunnels, communications and motorized and non-motorized travel ways. At such time as the Transition Plan for the West Campus Extension Area is completed and mutually agreed upon by the parties or the expiration of this agreement, whichever occurs first, the City shall transfer or vacate ownership of the licensed portion of Lewis Street forgoing compensation for it and upon request of the University."

This MOU pertains to the areas in Laramie, Wyoming between Lewis and Flint streets and 9th and 15th streets. As part of the transition plan, the parties agree to address the following three sections: Lewis Street; Alleys and Side Streets between Lewis and Bradley Streets; and Traffic Flow. These three sections contain the details of the agreement the City and UW have reached regarding utilities (water, sewer, steam, communication lines and traffic flow) and the vacation of allies and side streets.

- 4) **Lewis Street.** This section of the MOU consists of three elements:
 - a) **Steam Line and Cemetery Water Line:** The City has already granted UW a license and easement for this element of the Agreement. The license and easement allow

UW to install a steam line through the cemetery and west along Lewis Street to the site of the Enzi STEM building. As part of this work, UW replaced the City's water line from 19th to 15th Streets which is next to the steam line in the cemetery. The cost to UW to replace this line was six-hundred twenty-five thousand dollars and no cents (\$625,000.00).

b) Lewis Street from 9th to 11th Streets: The City and UW have agreed to proceed with this element of the MOU as follows:

- i) UW has applied for the vacation of Lewis Street from the middle of the block between 9th and 10th streets (9 ½) to the west side of 11th street. An appraisal will be obtained by the City to meet its statutory mandate at its expense but no compensation will be sought from UW per the prior agreement, pending City Council approval of this provision.
- ii) At this time, UW cannot apply to vacate this entire stretch of Lewis Street because there is a privately-owned parcel midway between 9th and 10th streets that UW has been unable to acquire and must have access to a publicly owned street. UW will submit a separate application to vacate this section if, and when, the private owner sells the property to UW.
- iii) The City and UW agree that generally the owner of the ground should also own the water and sewer lines underneath the property. However, this principle cannot be applied to the stretch of Lewis Street between 9th and 11th streets because there is a 4" City-owned water line that connects to the larger line at 10th Street. Consequently, when the section of Lewis Street between the 9 ½ block and 11th street is vacated to UW, the parties agree that the City will retain ownership of the water line and sewer lines and UW will agree to grant easements to the City for its water, sewer, and storm water lines as a condition of the vacancy.

c) Lewis Street from 11th to 15th Streets: The parties agree to the following with regard to this area:

- i) UW will not seek a piece-meal vacation of Lewis Street between 11th and 15th streets unless otherwise agreed to by the parties. UW must acquire title to the lots on the north side of Lewis Street before applying to the City for vacation of this area unless otherwise agreed to by the parties.
- ii) Since UW would also assume ownership of the water line under this section of Lewis Street at the time of vacancy, UW agrees to pay a share of the costs of laying a new City water line along 15th street from Lewis Street to Flint Street and then down Bradley and Flint streets to the intersections with 14th Street. UW will pay the costs of an 8" water line; however, the City would pay the incremental cost of the size of pipe that it wishes to be installed if the water line is

larger than 8". The estimated cost to UW for this 8" water line is \$1 million. The City and UW will agree upon who will pay what share of the construction costs.

5) **Alleys and Side Streets between Lewis and Bradley Streets.**

a) The 2012 Lewis Street Licensure Agreement contains provisions for the vacancy of Lewis Street, and the 2013 City Council action provided for the vacancy of the Enzi Alley. This MOU sets the conditions under which the other alleys and the numbered side streets between Lewis and Bradley streets and between (but not including) 9th and 15th streets will eventually be vacated. The following conditions will apply to these vacancies:

i) Any applications to vacate the above-described alleys and side streets will proceed under the same City processes and the same regulatory provisions that governed UW's application to vacate the 9 ½ block to 11th Street of Lewis Street.

ii) All City utilities within the alley or street shall be relocated in accordance with City standards and shall be reviewed and approved by the City Engineer. UW agrees to assume ownership of any water or sewer line under the proposed vacated alley or street unless the City and UW mutually agree in writing otherwise.

iii) All franchise utilities within the alley or street shall be relocated in accordance with City standards, shall be placed underground, and shall be reviewed and approved by the City Engineer.

iv) UW has paid \$625,000 to replace the City's water line through the cemetery as part of this Agreement. UW agrees to pay its cost share for the water line in 15th Street to Bradley and Flint streets and down those streets to the intersections with 14th Street (see above provision for details). The estimated cost to UW is \$1 million. In recognition of UW's payment of approximately \$1.625 million to replace and install new City water lines, the City will not assess a charge to vacate the alleys and side streets covered under this section of the MOU.

v) UW will not, and shall not be required to, apply for any vacation of Bradley and Flint streets between 9th and 15th streets or any alleys or side streets between Bradley and Flint streets under the provisions of this MOU.

6) **Traffic Flow.** The City is updating its traffic flow plan for the area bordered by Harney and Lewis streets and 9th and 15th streets. When the study is updated, the City and UW will discuss and finalize a plan for managing traffic in the affected area and determine if this MOU should be amended to include any provisions from the study **no later than January 30, 2015.**

7) **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon

shall be incorporated by written instrument, executed and signed by all parties to this MOU.

- 8) **Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations
- 9) **Assignment.** Without prior written consent of the other party, neither party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- 10) **Entirety of MOU.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- 11) **Sovereign Immunity.** The University and the City do not waive their sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- 12) **Indemnification.** Neither party shall indemnify, defend or hold harmless the other for any cause of action, or claim or demand arising out of this MOU. Each party shall be responsible for their own negligent actions or omissions.
- 13) **Governmental Claims.** Any actions or claims against the University or the City under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- 14) **Interpretation.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- 15) **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the

benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

16) **Legal Authority.** Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.

17) **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

APPROVED BY:

University of Wyoming

City of Laramie

William Mai 9/22/14
Signature Date
William Mai
Vice President for Administration

David Paulinos 10-4-14
Signature Date

Name
Title:

Name David Paulinos
Title: Mayor