



To: Kit Newland

From: The Green Mountain Water and Sanitation District Board of Directors

#### Draft of Proposed Memorandum of Understanding

Whereas, both parties acknowledge that City ownership and operation allows pedestrian bridges to remain open for park use;

Whereas, both parties acknowledge the easement agreement dated 1972 that allows GMWSD access for pipe maintenance and agree to cooperate to repair any past deficiencies therein;

Whereas, both parties acknowledge Green Mountain WSD cannot use funds for a pedestrian bridge;

Therefore, both parties understand that:

1. The City of Lakewood will accept ownership, maintenance and operation of each structure, and all potential tort liability coverage for park users of these structures.
2. GMWSD will maintain pipe and support fixtures attached to the structure.
3. The City will pay 100% of the design, engineering, construction replacement costs for a man-rated pedestrian bridge in excess of the base amount necessary for erection of a trestle structure supporting GMWSD pipes.
4. Erosion control measures will be enacted by the City of Lakewood, on City park property, for the purpose of limiting erosion to each of the structures.
5. In the event that the City decides to decommission a structure from pedestrian use, the City will:
  - a. Close the trail leading to the structure
  - b. Disclose to the public the reason the trail and bridge is closing
  - c. Formally convey the structure to GMWSD and cooperate with GMWSD for any permitting or engineering for an alternative structure to be built
  - d. Contribute to GMWSD an amount equivalent to the cost of bridge demolition and removal of material, plus costs for district costs incurred to date (including barriers)
  - e. Cooperate with GMWSD to establish any easements necessary for the repaired or alternate structure.