

**AMENDMENT #2 TO THE AGREEMENT BETWEEN THE
CITY OF LARAMIE, WYOMING AND UNIVERSITY OF WYOMING
REGARDING JACOBY GOLF COURSE WATER**

NOW THEREFORE, under the following terms and conditions shall apply as an amendment to the Jacoby Agreement dated April 1, 2017. All other terms and conditions will apply based on the original agreement.

In section 3. – Term of Agreement – The term of the Agreement is effective from April 1, 2021 through March 31, 2022. This amendment extends the agreement an additional year.

In Section 5.03 – City rates - The City agrees that the University’s commitment under Paragraphs 6.08 and 6.09 to operate the Golf Course as a public golf course is a recreational benefit and amenity for the community. In consideration of that benefit, City shall bill and the University shall pay the following discounted rate for up to 75,000 kgallons of consumed irrigation water per calendar year:

2021 - \$2.22 Per Unit

University may fill its ponds using a hydrant meter provided by the City at the irrigation rates established herein for each calendar year and within the 75,000 kgallons allowance.

Consumed irrigation water in excess of 75,000 kgallons in a calendar year will be billed by the City and paid by the University according the City adopted rates.

2021 - \$7.76 Per Unit

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and University through their duly authorized representatives has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____ Date: _____

Attest: _____ Date: _____

UNIVERSITY OF WYOMING:

By: _____ Date: _____

Vice President, Administration