THE UNIVERSITY OF WYOMING
MINUTES OF THE TRUSTEES

December 16, 1983

For the confidential information
of the Board of Trustee
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CENTENNIAL CAPITAL CAMPAIGN

ADJOURNMENT AND DATE OF NEXT MEETING
A meeting of the Trustees of the University of Wyoming was called to order by President McCue at 9:30 a.m. on December 16, 1983, in the Board Room of Old Main.

ROLL CALL

The following Trustees were in attendance: Chapin, Gillaspie, Hinckley, McCue, Mickelson, Miracle, Rochelle, Sawyer, Smith, Updike, and ex officio members Simons, Veal, and Rissler. Trustee members Quealy, Coulter, and ex officio member Herschler were absent. On December 15, Trustee Coulter attended all committee meetings.

APPROVAL OF MINUTES

President McCue asked if there were any corrections or additions to the minutes of the meeting of November 19, 1983. There were no corrections or additions and Mr. Sawyer moved that the minutes of November 19, 1983, be approved as circulated. The motion was seconded by Mr. Hinckley, and it carried.

ACADEMIC ISSUES COMMITTEE

President McCue called on Acting Chairman Updike for a report from the Academic Issues Committee meeting held on
December 15, 1983. Committee members Miracle, Updike, Sawyer, Simons, and ex officio member Veal attended the committee meeting, along with other Trustees. Committee members Chapin, Hinckley, and McCue were absent. Based on discussions and recommendations from the Academic Issues Committee, the following actions were taken by the full Board.

APPROVAL OF DEGREES

Mr. Updike moved, Mr. Hinckley seconded, and it carried that the award of degrees be approved for those individuals recommended by the faculty and deans for the 1983 Fall semester, with a record of such degree awards to be maintained in the Registrar's Office after authentication by the President of the University. Although final degree checks have not been completed at this time, it appears that there will be approximately 766 fall candidates for degrees at the end of the Fall semester: 499 for the Baccalaureate degree, 1 for the Juris Doctor degree, and 266 for other advanced degrees.

This concluded the report and recommendations from the Academic Issues Committee.

BUDGET COMMITTEE

President McCue called on Acting Chairman Mickelson for a report of the Budget Committee meeting held on December 15, 1983. Committee members Mickelson,
Miracle, Gillaspie, and ex officio member Veal attended the committee meeting, along with other Trustees. Committee members Chapin, Quealy, and McCue were absent. Based on discussions and recommendations from the Budget Committee, the following actions were taken by the full Board.

**APPROVAL OF REVISED BUDGET REQUEST**

Mr. Mickelson moved approval of the revised 1985-86 Biennium Budget Request as presented in Enclosure 1. The motion was seconded by Mr. Gillaspie, and it carried.

**GOLF ACTIVITY FEE**

Mr. Mickelson moved that a golf activity fee of $2.00 per nine holes be established for students enrolled in golf instruction by the Department of Physical Education, effective January 1, 1984, for the Spring semester, and that the internal distribution of the fee between appropriate University organizations and the Jacoby Golf Course be determined by the President. Mr. Gillaspie seconded the motion, and it carried.

**HIGH SCHOOL AND COMMUNITY COLLEGE HONOR SCHOLARSHIP MODIFICATION**

Mr. Mickelson moved approval of the following modifications to the High School and Community College Honor Scholarship program:

1. Minimum grade point average necessary to maintain the scholarship will be elevated from 2.0 to 2.5, effective Fall semester, 1984.
2. The number of scholarships awarded per graduating class will be changed from two per 50 graduates to the following, effective January 1, 1984:

<table>
<thead>
<tr>
<th>Graduates</th>
<th>Scholarships</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-25</td>
<td>1</td>
</tr>
<tr>
<td>26-50</td>
<td>2</td>
</tr>
<tr>
<td>51-75</td>
<td>3</td>
</tr>
<tr>
<td>76-100 etc.</td>
<td>4</td>
</tr>
</tbody>
</table>

3. A time limit will be established effective Fall semester, 1984, that requires recipients to use their scholarship within six years from the date of initial enrollment in a Wyoming post-secondary educational institution. After six years the unused portion of the award will be forfeited.

4. A time limit will be established on all past awards requiring recipients either to use their scholarships by fall 1990 or to forfeit the unused portion of the award.

Notification of these changes to affected recipients would begin no later than February 6, 1984.

The motion was seconded by Mr. Updike. Then Mr. Miracle moved that the motion be amended to show that the award had originally been granted to one boy and one girl and further, that the last sentence in 3. above be amended to read as follows: "After six years the unused portion of the award will be forfeited unless extenuating circumstances prevent the utilization of the scholarship." The amended motion was seconded by Mr. Rochelle, and it carried.

FACULTY COMPENSATION FOR SUPPLEMENTARY INSTRUCTIONAL ASSIGNMENT IN NONCREDIT PROGRAMS

Mr. Mickelson moved that the maximum compensation per day for supplementary instruction in University sponsored noncredit programs be established at one percent of a faculty member's previous academic year salary, that one-sixth of the daily rate be established as the maximum hourly compensation for such service, and that
days of supplementary instruction in noncredit programs
be considered equivalent to extracurricular consulting and
vice-versa so that the maximum days allowed in combination
does not exceed the number allowed under University policy
for outside consulting. The motion was seconded by
Mr. Gillaspie, and it carried.

**AUTHORIZATION FOR STOCK TRANSFERS**

Upon a motion by Mr. Mickelson, second by Mr. Chapin, it
carried to adopt the following resolution:

RESOLVED that the Treasurer of the Board of Trustees and the President of The University of Wyoming representing the Trustees of The University of Wyoming, a body corporate, are hereby authorized to sell, assign and transfer stocks, bonds, evidences of interest, evidences of indebtedness and/or other obligation, and all other securities, corporate or otherwise, now or hereafter held by this corporation in its own right or in any fiduciary capacity, and to execute any and all instruments necessary, proper or desirable for the purpose; further that any past action in accordance herewith is hereby ratified and confirmed; and further, that any officer of this corporation is hereby authorized to certify this Resolution to whom it may concern.

**ACCEPTANCE OF CONTRACTS, GRANTS, GIFTS, AND SCHOLARSHIPS**

Mr. Mickelson moved acceptance of contracts and grants in
the amount of $934,879. The motion was seconded by
Mr. Smith, and it carried.

Mr. Mickelson moved acceptance of the gifts and scholarships
in the amount of $396,813. The motion was seconded by
Mr. Gillaspie, and it carried.

This concluded the report and recommendations from
the Budget Committee.
Acting Chairman Smith for a report from the Personnel Committee meeting held on December 15, 1983. Committee members Miracle, Gillaspie, Updike, Sawyer, Smith, and ex officio member Veal attended the Personnel Committee meeting, along with other Trustees. Committee members McCue and Quealy were absent.

Based on recommendations from the Personnel Committee, Mr. Smith moved that the appointments as listed in the Personnel Committee minutes be approved. The motion was seconded by Mr. Rochelle, and it carried. Mr. Miracle moved that the motion on appointments be amended to include approval of reappointments, continuation of probationary appointments, administrative appointment, change in assignment, leave of absence, cancellation of leave of absence, retirement, reappointments, salary adjustments for football coaching staff, salary adjustment for head football coach, resignations, retirement, and part-time appointments. The amended motion was seconded by Mr. Rochelle, and it carried.

The following appointments were approved under the conditions cited.

In the College of Agriculture

1. **Victor M. Becerra** as Assistant Professor of Microbiology and Veterinary Medicine for the 1983-84 fiscal year, effective December 1, 1983, at an annual (11-month) salary rate. This is a tenure track appointment.
2. Nancy Sue Petersen as Assistant Professor of Biochemistry for the 1983-84 fiscal year, effective December 1, 1983, at an annual (11-month) salary rate. This is a tenure track appointment.

3. Nammalwar Sriranganathan as Assistant Professor of Microbiology and Veterinary Medicine for the 1983-84 fiscal year, effective November 11, 1983, at an annual (11-month) salary rate.

In the College of Arts and Sciences

4. Steven W. Buskirk as Assistant Professor of Zoology and Physiology for the 1984 Spring semester, effective January 9, 1984, at an annual (9-month) salary rate. This is a tenure track appointment.

In the College of Engineering

5. Thaddeus Englert as Supply Assistant Professor of Electrical Engineering for the 1984 Spring semester, effective January 9, 1984, at an annual (9-month) salary rate. This is a non-tenure track appointment.

In the College of Human Medicine

6. Steven Borin as Temporary Assistant Professor of Family Practice/Cheyenne for the 1983-84 fiscal year, effective November 23, 1983, at an annual (11-month) salary rate. This is a non-tenure track appointment.

In the School of Extended Studies

7. Kathleen A. Munson as Supply Assistant Professor in the University of Wyoming-Casper Library, for the 1983-84 fiscal year, effective November 7, 1983, at an annual (11-month) salary rate. This is a non-tenure track appointment.
REAPPOINTMENTS

The following faculty members were approved for reappointment for the 1983-84 academic year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Academic Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank T. Griggs</td>
<td>Business Administration</td>
<td>Lecturer</td>
</tr>
</tbody>
</table>
| In the College of Law

In the College of Commerce and Industry

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Academic Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Dee Pridgen</td>
<td>Law</td>
<td>Associate Professor</td>
</tr>
</tbody>
</table>

CONTINUATION ON PROBATIONARY APPOINTMENTS

The following faculty members were approved for continuation on probationary appointment for the 1984-85 year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Academic Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert R. Dahlgren</td>
<td>Microbiology and Veterinary Medicine</td>
<td>Associate Professor</td>
</tr>
<tr>
<td>Larry E. Gholson</td>
<td>Plant Science</td>
<td>Assistant Professor</td>
</tr>
<tr>
<td>Douglas L. Hixon</td>
<td>Animal Science</td>
<td>Assistant Professor</td>
</tr>
<tr>
<td>John J. McGlone</td>
<td>Animal Science</td>
<td>Assistant Professor</td>
</tr>
<tr>
<td>Jeff Powell</td>
<td>Range Management</td>
<td>Professor</td>
</tr>
<tr>
<td>Judith A. Powell</td>
<td>Home Economics</td>
<td>Associate Professor</td>
</tr>
<tr>
<td>Elizabeth S. Williams</td>
<td>Microbiology and Veterinary Medicine</td>
<td>Assistant Professor</td>
</tr>
</tbody>
</table>

In the College of Agriculture

In the College of Arts and Sciences

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Academic Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles E. Davis</td>
<td>Political Science</td>
<td>Associate Professor</td>
</tr>
<tr>
<td>Norman J. Dovichi</td>
<td>Chemistry</td>
<td>Assistant Professor</td>
</tr>
</tbody>
</table>
David M. Fountain        Geology        Associate Professor
Joe D. Hagan             Political Science    Assistant Professor
Madonna Miner           English           Assistant Professor
William E. Riebsame     Geography         Assistant Professor
Eric J. Sandeen          American Studies   Assistant Professor
Susan L. Sharpe          Communication    Assistant Professor
Mary J. Smith            Communication    Associate Professor

In the College of Commerce and Industry
H.P. Garsombke           Accounting        Associate Professor
Charles F. Mason         Economics        Assistant Professor
Francis L. Stevenson     Accounting        Instructor

In the College of Education
Joseph A. Braun          Curriculum & Instruction  Assistant Professor
Barbara A. Chatton       Education Foundations & Instructional Technology  Assistant Professor
Mary J. Cowles           University School        Assistant Professor
Michael J. Day           Educational Administration  Assistant Professor

In the College of Engineering
Keith J. Barton          Mechanical Engineering  Associate Professor
Bruce R. Dewey           Mechanical Engineering  Professor
Henry W. Haynes, Jr.     Chemical Engineering  Professor
In the College of Health Sciences
Donald S. North  Pharmacy  Assistant Professor

In the College of Human Medicine
Arnold N. Krause  Family Practice/Casper  Associate Professor
Jay A. Swedberg  Family Practice/Casper  Assistant Professor
Dennis P. Zoller  Family Practice/Cheyenne  Assistant Professor

In the School of Extended Studies
Gary Benson  Business Administration/Casper  Assistant Professor
Edwin D. Maberly  Business/Casper  Assistant Professor

In the University Library
Barbara L. Wagner  Library  Assistant Professor
James M. Walsh  Library  Assistant Professor

ADMINISTRATIVE APPOINTMENT  Wayne Lanning, Professor of Counselor Education, was appointed as Head of the Department of Counselor Education, effective for the period July 1, 1984 through June 30, 1987.

CHANGE IN ASSIGNMENT  Arden White, Professor of Counselor Education and Head
of the Department of Counselor Education, was reassigned as professor of Counselor Education only, effective June 30, 1984.

**LEAVE OF ABSENCE--**

Edwin G. Flittie

Edwin G. Flittie, Professor of Sociology, was granted a leave of absence without pay for the 1984 Spring semester.

**CANCELLATION OF LEAVE OF ABSENCE--**

Garth M. Massey

The leave of absence granted Garth M. Massey, Associate Professor of Sociology, was cancelled. The cancellation was at Dr. Massey's request.

**RETIREMENT--**

Robert J. McColloch

Robert J. McColloch, Professor of Biochemistry, was granted retirement January 9, 1984, with the designation as Emeritus.

**REAPPOINTMENTS AND SALARY ADJUSTMENTS FOR FOOTBALL COACHING STAFF**

The policy established by the Trustees on January 15, 1971, and amended on May 15, 1981, states that all appointments and reappointments to the football coaching staff be for the annual periods commencing on February 1 of each year, with notice of termination, reappointment, and salary adjustments to be given on or before January 1. The following reappointments and salary adjustments for the annual period beginning February 1, 1984, were approved.
<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Salary for 2/1/84 to 1/31/85</th>
</tr>
</thead>
<tbody>
<tr>
<td>James House</td>
<td>$30,648</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>James King</td>
<td>$35,148</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>Warren Koegel</td>
<td>$27,960</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>James R. Lawrence</td>
<td>$28,560</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>Roderick Long</td>
<td>$40,104</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>Jay Schaake</td>
<td>$24,636</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>Thomas Vaughn</td>
<td>$32,712</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>Charlie Weatherbie</td>
<td>$26,496</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
<tr>
<td>Ardell Wiegandt</td>
<td>$35,184</td>
</tr>
<tr>
<td>Assistant Football Coach and Lecturer in Intercollegiate Athletics</td>
<td></td>
</tr>
</tbody>
</table>

It was pointed out that the salary increases all are two percent or less, the same rate applied to all the other University of Wyoming faculty and staff in July. Because of their contract period, the football staff salary increases are delayed from July to February of the following year.

**SALARY ADJUSTMENT FOR HEAD FOOTBALL COACH**

The Trustees approved a salary rate of $58,248 for Alan P.
1. Lawrence A. Klein, Assistant Professor of Nursing, December 17, 1983.

As a matter of information only, the following resignations were reported to the Trustees.

   1. Lawrence A. Klein, Assistant Professor of Accounting, August 28, 1984.

   2. JoAnne M. McNeal, Temporary Assistant Professor of Nursing, December 17, 1983.

   3. Anthony Palmieri III, Associate Professor of Pharmacy, January 26, 1984.

   4. Sheila Weibert, Temporary Assistant Professor of Nursing, December 17, 1983.

RETIREMENT--Josephine Ruud As a matter of information only, the retirement of Josephine Ruud, State Program Leader for Home Economics Extension, effective December 31, 1983, was reported to the Trustees.

PART-TIME APPOINTMENTS As a matter of information only, the part-time appointments were reported to the Trustees.

This concluded the report and recommendations from the Personnel Committee.
President McCue called on Chairman Smith for a report from the Athletic Committee meeting held on December 15, 1983. Committee members Smith, Rochelle, Coulter, Mickelson, Updike, Miracle, and ex officio member Veal attended the committee meeting, along with other Trustees. Committee member McCue was absent. Based on the Athletic Committee report, the following actions were taken by the full Board.

DRAFT BID SPECIFICATIONS FOR EXCLUSIVE RADIO AND TELEVISION BROADCAST RIGHTS FOR INTERCOLLEGIATE ATHLETIC EVENTS

Gary Cunningham and Bill Solomon presented to the Athletic Committee the draft bid specifications for exclusive radio and television broadcast rights for Intercollegiate Athletic events. After considerable discussion, Mr. Smith moved that the draft bid specifications, as contained in Enclosure 2, be approved. The motion was seconded by Mr. Rochelle, and it carried.

Mr. Solomon advised that the call for bids will be issued on December 19, 1983. When bids are received on February 1, 1984, pertinent details relating to each bid will be circulated to all members of the Board. At that time, the award of the contract may be made by the Executive Committee of the Trustees, subject to the approval of the full Board.

STATUS REPORT ON NEW WEIGHT TRAINING FACILITY

Dale Wheeler, Assistant Athletic Director and Executive Director of the Cowboy Joe Club, Inc., and Tom
Richardson, UW Strength Coach, presented a report to the Committee on the status of the new weight training facility project.

The Committee confirmed the retention of the architectural firm of Dehnert and Richardson, Lander, as project architects for the construction of the new weight training facility, with the understanding that any additional fees or other costs to be paid for the performance of these professional services would be met by the Cowboy Joe Club.

The Committee also endorsed in principle several incentive concepts to assist in the fund-raising effort for the facility, including the possibility of naming the new weight room for a major donor, or creating an annual award or other memorials in honor of individuals who might make significant financial contributions to the cost of the project.

This concluded the report and recommendations from the Athletic Committee.

PHYSICAL PLANT AND EQUIPMENT COMMITTEE

President McCue called on Chairman Sawyer for a report of the Physical Plant and Equipment Committee meeting held on December 15, 1983. Committee members Sawyer, Coulter, Gillaspie, Rochelle, Smith, Updike, and ex officio members McCue and Veal attended the committee meeting, along with other Trustees. Chairman Sawyer gave the following report from the Physical Plant and Equipment Committee.
PROGRESS REPORTS

Progress reports on the capital construction projects were reviewed. On the Central Energy Plant and Utilities Extensions project, it was called to the Trustees' attention that there exists a need to focus responsibility among the owner's representative, Bridgers and Paxton, and the contractor, John W. Cowper Company, Inc., in the design, construction, and completion of the plant, especially as it relates to additional costs to the University because of deficiencies in the plant's operation.

This concluded the report from the Physical Plant Committee.

DEVELOPMENT COMMITTEE

President McCue called on Chairman Mickelson for a report of the Development Committee meeting held on December 16, 1983. Committee members Mickelson, Gillaspie, Miracle, Sawyer, and ex officio members Veal and McCue attended the committee meeting, along with other Trustees. Chairman Mickelson gave the following report on the Development Committee meeting.

CENTENNIAL CAPITAL CAMPAIGN

Dr. Scott presented a report to the Development Committee on the status of planning for the Centennial Capital Campaign.

For purposes of background, Dr. Scott reminded the Committee that in October 1983, President Veal had
charged an Ad Hoc Development Committee with conducting internal planning leading to the formulation of a conceptual framework for a University of Wyoming Centennial Capital Campaign. This committee has consulted widely across the University community, and has solicited advice and proposals for a Centennial Campaign from all organizational units.

Dr. Scott stated that, following lengthy and intensive deliberations, the Committee had recommended the following program elements:

AD HOC DEVELOPMENT COMMITTEE RECOMMENDATIONS
UNIVERSITY OF WYOMING CENTENNIAL CAPITAL CAMPAIGN

I. FOR PERMANENT ENDOWMENT

Endowed Professorships
Distinguished and Visiting Professorships
Coe Library Endowment
Centennial Scholarship and Fellowship Fund
University Scholars Program
  - Outstanding Masters and
  - Doctoral Students
  - National Merit Scholars
  - Awards (10/year)
  - Donor Designated Fellowships
  - Wyoming Superior Student
  - Scholarships (10/year)
Faculty, Staff, Student Development Awards
Excellence in the Fine Arts
Unique Wyoming Needs
  - Excellence in American Studies and
  - Western Traditions
  - Indian Education Programs Office & Services
  - Natural Resource Programs (Energy, Water, Environment)
  - Observatory and Atmospheric Programs

II. FOR NEW FACILITIES, RENOVATION, EQUIPMENT

Statewide Coverage for KUWR-FM (95% of residents)
UW Art Museum Expansion
American Heritage Center Manuscript and Special Collections Wing
Improvement & Expansion of Athletic Facilities
  - Fieldhouse Lighting
  - War Memorial Stadium Enclosed
  - Seating
III. GIFTS FOR SPECIAL CENTENNIAL COMMEMORATIVE PROJECTS

American Heritage Center Centennial Monograph  
Statewide Centennial Celebration News Coverage  
Retrospective of University of Wyoming Artists  
1886-1986  
Commissioned Prints Depicting History of the University  
Publication of the Centennial History of the University by Professor Deborah Hardy  
Musical Recording by the University Chorus, Band, and Orchestra

IV. GIFTS FOR CURRENT SUPPORT

Annual Funds  
Donor Restricted and Designated Items  
Undesignated Items

Dr. Douglass Hawes then reported to the Committee on the mechanics of conducting a major capital campaign. Among other points, he stressed the importance of experienced professional advice and leadership in such an effort, and highlighted a number of essential elements that have characterized successful campaigns at other major public universities. The first major step to be taken in this process would be a feasibility study to be conducted by a fund-raising consultant.

Based on the Development Committee's recommendation, Mr. Chapin moved approval of the Ad Hoc Committee's recommendations and moved that the Board authorize the administration to proceed with planning for a feasibility
study. The motion was seconded by Mr. Miracle, and it carried.

This concluded the report and recommendations from the Development Committee.

Mr. Mickelson moved that the meeting be adjourned. The motion was seconded by Mr. Rochelle, and it carried. The next meeting of the Trustees will be January 19-21, 1984.

There being no further business to come before the Trustees,

Respectfully submitted,

[Signature]
Karleen B. Anderson
Deputy Secretary
UNIVERSITY OF WYOMING

Recommended Fiscal Year 1985-86

Section I Budget Request

<table>
<thead>
<tr>
<th></th>
<th>STANDARD Budget</th>
<th>Recommended EXPANDED Budget</th>
<th>Recommended EXCEPTION Budget</th>
<th>TOTAL Recommended Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Administration</td>
<td>$5,755,636</td>
<td>$68,000</td>
<td>$30,000</td>
<td>$5,853,636</td>
</tr>
<tr>
<td>Instruction and Research</td>
<td>104,168,076</td>
<td>3,540,638</td>
<td>1,305,188</td>
<td>109,013,902</td>
</tr>
<tr>
<td>Extension and Public Service</td>
<td>11,833,300</td>
<td>50,000</td>
<td>-0-</td>
<td>11,883,300</td>
</tr>
<tr>
<td>Intercollegiate Athletics</td>
<td>8,919,536</td>
<td>104,753</td>
<td>(166,802)</td>
<td>8,857,487</td>
</tr>
<tr>
<td>Maintenance, Operation and Repair of Plant</td>
<td>21,433,625</td>
<td>379,800</td>
<td>100,000</td>
<td>21,913,425</td>
</tr>
<tr>
<td>Student Services and Student Aid</td>
<td>9,811,864</td>
<td>387,538</td>
<td>66,695</td>
<td>10,266,097</td>
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<td>$1,313,426</td>
<td>$195,352,070</td>
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FUNDING

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<td>$1,313,426</td>
<td>$195,352,070</td>
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UNIVERSITY OF WYOMING

Recommended Fiscal Years 1985-86

Section II Budget Request

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<tr>
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<th>STANDARD Budget</th>
<th>Recommended EXPANDED Budget</th>
<th>Recommended EXCEPTION Budget</th>
<th>TOTAL Recommended Request</th>
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<td>$6,465,359</td>
<td>(66,316)</td>
<td>$100,219,810</td>
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</tbody>
</table>

FUNDING

|                          | Federal Funds   | $37,972,834                  | $-0-                        | $41,553,012               |
|                          | University Funds | 55,847,933                  | 2,885,181                  | 58,666,798               |

|                          | $93,820,767     | $6,465,359                  | (66,316)                   | $100,219,810              |
INVITATION TO BID FOR THE EXCLUSIVE RIGHTS TO
TELEVISION BROADCAST OF FOOTBALL AND BASKETBALL
GAMES OF THE UNIVERSITY OF WYOMING

Three Regular Seasons - Football and Basketball Only

A. SCOPE: The Trustees of The University of Wyoming, Laramie, Wyoming, (hereinafter referred to as the "University") invite bids on the exclusive rights to technically produce, privately promote, and commercially broadcast on television certain specified men's varsity intercollegiate football and basketball events, occurring during three regular seasons of competition, as provided for in this invitation. Sealed bids must be received by the Purchasing Manager no later than 2:00 p.m. MST, February 1, 1984, at which time bids will be opened in Room 206, Board Room, Old Main, University of Wyoming.

B. BIDDER'S RESPONSIBILITY: If, prior to the submission of a bid in response to this invitation, a bidder becomes aware of information which will affect the proper execution of the services specified herein, or if any condition
or specification of this invitation will hamper said service or is not consistent with the general practice of the television broadcasting industry, then it shall be the responsibility of such bidder to inform the Purchasing Manager in writing fourteen (14) calendar days prior to the bid opening date. Interpretations or additions to this invitation shall be issued by the Purchasing Manager in writing in the form of an addendum to this invitation.

C. INSPECTION: Bidders who wish to visit the University and inspect the existing facilities may do so during normal working hours by calling at the Office of the Director of Intercollegiate Athletics.

D. METHOD OF BIDDING: Bids must be submitted in the spaces provided on the bid sheets of this invitation (Attachment A), in accordance with the requests stated herein. Primary consideration will be provided to complete bids, and a bid will not be considered to be complete unless all spaces have been filled in properly. Exceptions or alternatives to the Annual Rights Fee mechanism of payment will not be accepted. If a bidder wishes, additional information may be included with the bid in the sealed bid envelope.

E. METHOD OF AWARD: The University reserves the right to consider the relative qualifications of all bidders, and to exercise its judgment as to such qualifications in
the process of selecting a broadcast contractor hereunder. The University further retains the right to waive any informality or irregularity in any bid received, or to reject any or all submitted bids.

Subject to the above stated reservations, it is the intention of the University to accept the proposal of the most qualified bidder offering the highest payment to the University for exclusive television broadcast rights, as represented by an Annual Rights Fee consisting of a percentage of gross revenues from the telecast production or a minimum guaranteed dollar amount, whichever is greater.

The evaluation by the University as to which bidder is most qualified to perform the professional services described hereunder, and as to which combination of percentages of gross revenues and minimum guaranteed dollar amounts represents the best bid, shall be final. The University may also consider in the award of this contract the proposal of each bidder with respect to its independent arrangements with the football and basketball head coaches for the coaches' participation in a televised "coach's show".

Award of the bid shall be evidenced by the offer and acceptance by the bidder of a contract in the form set forth in Attachment B. Submission of a bid constitutes a representation that such bid shall remain in effect for
a period of thirty (30) calendar days following the opening of bids.

F. BIDDER QUALIFICATION: Each "bidder" (this term to include, if applicable, each entity comprising a joint venture which submits a bid hereunder) must furnish proof of experience and ability to promote and distribute quality television broadcast productions to the satisfaction of the University. Each bidder should list complete biographical background of principal personnel, including experience in formulating networks in the past, if any. Each bidder also should demonstrate the ability through its firms, stations, or agencies to understand the technical requirements required of a major sports television network, including quality of network, quality of equipment, ordering of lines, hiring of talent, provision of feeds, etc. In describing its technical abilities, each bidder should demonstrate how it plans to effectively format the play-by-play and halftime portions of the telecast, and what, if any, pregame and postgame recapitulation shows it intends to utilize. In addition, promotion of the network and distribution of the transmissions are important considerations in the award of the bid; each bidder should include, therefore, a list of all proposed affiliates who are committed to involvement in the bidder's television network, contingent upon award of bid. The University may request additional information
in order to substantiate any of the foregoing professional, financial, and/or technical qualifications of bidders.

G. PERFORMANCE BOND: The successful bidder (hereinafter referred to as the "contractor") shall furnish to the University a performance bond in an amount equal to one hundred percent (100%) of the sum of the three minimum guaranteed dollar portions of the proposed Annual Rights Fee, as surety for contract performance and settlement of account with the University. This surety must be maintained in force throughout the term of the contract. The performance bond must be issued by a company licensed to do business in the State of Wyoming and countersigned by a resident agent thereof.

The apparent highest and best qualified bidder will be notified in writing of the intent of the University to accept its bid. No later than ten (10) calendar days after effective notice of this intent, the successful bidder shall cause the performance bond to be in force and delivered to the office of the University Purchasing Manager prior to award of the contract. Provision of suitable bond shall be at the expense of the contractor, and failure to submit and to maintain same shall be deemed cause for cancellation of the contract and recovery under the bond.

H. INSURANCE AND INDEMNIFICATION:

(1) Concurrent with the furnishing of the performance bond, the contractor shall furnish evidence by certificate
of insurance that it has and will maintain during the term of the contract the minimum insurance coverages as set forth below:

**Public Liability Insurance**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury, one person</td>
<td>$100,000</td>
</tr>
<tr>
<td>aggregate</td>
<td>$300,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$100,000</td>
</tr>
<tr>
<td>Libel (Content of Telecast)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Said insurance coverages shall be by a company qualified to do business in the State of Wyoming, registered and in good standing with the State Insurance Department.

(2) By submitting a bid in response to this invitation, the contractor agrees that it will indemnify and hold harmless the State of Wyoming, the Trustees of the University of Wyoming, The University of Wyoming, and all of the members, agents, officers, and employees of the foregoing, against any and all claims arising from the activities of the contractor or its agents, from program content, or occasioned by the promotion, production, origination, transmission, distribution, or program telecast, whether in the State of Wyoming or elsewhere.

I. LICENSES AND TAXES: The contractor shall obtain and maintain, at its own expense, all necessary licenses and permits, and shall assume the responsibility for and pay all applicable fees and all other taxes incurred in conducting the operations encompassed herein, whether within or outside the State of Wyoming.
J. TERM OF CONTRACT: The contract provided for by this invitation shall be in effect for three (3) full men's varsity football and basketball regular seasons, encompassing the academic years 1984-85, 1985-86, and 1986-87, and expiring April 30, 1987. At the sole option of the University, the contract provided for hereunder may be extended for a period not exceeding two (2) additional academic years, upon such terms and conditions as may be negotiated between the University and the contractor.

K. ADMINISTRATION: After award of contract, the Director of Intercollegiate Athletics shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract. All matters of interpretation, approval, or scheduling shall be directed to the Director of Intercollegiate Athletics.

L. RECORDS TO BE MAINTAINED: The contractor must maintain complete and accurate records of income and value received under this broadcast contract from any source. During the term of the contract, such records shall be made available for inspection or audit by representatives of The University of Wyoming at any time during the contractor's normal business hours.

M. ACCESS AND ADMISSION TO ATHLETIC EVENTS HELD OFF CAMPUS: The University will assist the contractor in making arrangements for necessary access and admission of
the contractor's broadcast personnel for games held on premises other than those owned by The University of Wyoming.

N. DEFINITIONS: For purposes of this invitation and the resulting award of contract:

(1) The term "regular season" shall encompass the time period of August 15 through April 30 of each academic year. Certain athletic events during the regular season may be held under the auspices and management of other sponsors, in which event the University cannot guarantee the contractor the right to telecast such events, but will nominate the contractor to telecast such events as provided in sections 0.(14) and (15) hereof.

(2) The terms "game" and "athletic event" shall mean regular-season intercollegiate men's varsity football and basketball events in which The University of Wyoming participates, including invitational tournaments held during the regular season, and the Spring intra-varsity contest held in Laramie each year. Scrimmages, other Spring intra-varsity contests, junior-varsity contests, and exhibition games outside of the regular season are not "games" or "athletic events," and the contractor is not bound to telecast such events and acquires no exclusive broadcast rights thereto. The contractor shall have, however, first right of refusal to telecast such events. Certain athletic events within the scope of this contract
may be scheduled on other public premises within the boundaries of the State of Wyoming, and these events shall be defined as "games" and "athletic events" under this contract for purposes of television broadcasting rights and accountability of revenues.

(3) The term "live television broadcast" means a telecast transmission simultaneous with the live action of the scheduled game.

(4) The term "delayed television broadcast" means a telecast transmission in at least one primary viewing area of Wyoming of an entire video-taped men's varsity football or basketball game, showing all of the action as it occurred, to be telecast no sooner than 10:30 p.m. MST on the date the live action took place.

O. STIPULATIONS, REQUIREMENTS AND RESERVATIONS: The University reserves rights and makes stipulations and requirements, binding on the contractor during the term of the contract and incorporated therein by this reference, as follows:

(1) It shall be the responsibility of the contractor to provide a live and/or delayed telecast, utilizing the broadcast talent designated and approved hereunder, of such men's varsity football or basketball games as are mutually agreed upon by the contractor and the Director of Intercollegiate Athletics prior to June 1 of each year for the following football season, and September 1 of each year for the following basketball season. In accordance with
previously stated University policy, the contractor will not be authorized, under normal circumstances, to initiate live and/or delayed telecasts of men's varsity football or basketball events which are held on the University campus (i.e., "home games"). In certain exceptional cases, however, (e.g., an anticipated sellout of spectator facilities), circumstances may warrant a departure from this general policy, and authorization to telecast a specific home game may be granted after prior consultation with and approval by the Trustees of the University.

Each telecast provided by the contractor shall include such announcements, program material, or report of activities concerning the event or The University of Wyoming in general as may be reasonably supplied or requested by the Sports Information Director of the University. The contractor shall guarantee the inclusion of a minimum of four (4) such announcements, not exceeding thirty (30) seconds in length, during the play-by-play and half-time segments of each telecast.

(2) Unless justified by pre-emption of circuits due to national emergencies or public interest network telecasts, technical difficulties beyond the control of the contractor, or the selection of an athletic event by a national or cable television network for national or regional broadcast, the failure of the contractor to telecast any athletic event as identified above will constitute cause for cancellation of this contract at the option of the University, with liquidated damages equal
to one-fourth of the Annual Rights Fee to be paid to the University.

(3) In addition to providing the live and/or delayed telecast of those men's varsity football and basketball games which are identified in accordance with section 0.(1) hereof, the contractor shall also provide a televised "coach's show" for both football and basketball, as specified below.

For football, the "coach's show" shall be televised on a weekly basis during the entire regular season of competition. For basketball, the "coach's show" shall be televised on a weekly basis during the Western Athletic Conference (WAC) regular league season only (generally commencing after January 1 of each year).

Each weekly show shall be thirty (30) minutes in length, and shall be aired on all network affiliate stations at the best times available. Each show shall feature videotaped "highlights" of the previous week's game(s), and commentary thereon from the respective head coach. The coaches' interview segments for each show shall be taped and produced at their respective offices on the University campus. All other details as to the format for each "coach's show" shall be agreed upon independently between the contractor and the respective head coach.

Any agreement governing the compensation to be paid to each coach and/or other arrangements relating to the weekly televised "coach's show" shall not be a part of this contract, but shall be negotiated directly and
independently between the contractor and each coach. The University reserves the right to consider in the award of this contract, however, the proposal of each bidder with respect to anticipated offers and/or other arrangements for the televised "coaches' shows".

The contractor shall have no other exclusive right, by virtue of this contract, to produce any additional telecast involving a coach, nor otherwise to interview any coach.

All independent arrangements between the contractor and each coach shall conform to the policies, rules, and regulations of the University, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA). Copies of all agreements between the contractor and each coach shall be provided to the Director of Intercollegiate Athletics, and shall be a matter of public record.

(4) The contractor shall comply with all telecast policies and regulations of The University of Wyoming, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA), all of which are hereby made a part of the contract by this reference.

(5) The University reserves the right to amend or cancel this contract in the event that changes in the policies or regulations of either the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA) should necessitate such action to assure
University conformity with those policies or regulations.

(6) The contractor shall agree that it will not willingly do anything to prejudice the status of the University under the rules and regulations of the Western Athletic Conference (WAC) and the National Collegiate Athletic Association (NCAA) as the same pertain to the television broadcast of football and basketball games, and that the contractor will not detrimentally affect the ability or eligibility of the University to participate in regional or national telecasts of live football or basketball games. The contractor shall require any television station which it allows to carry its broadcasts to comply with the aforementioned rules and regulations.

(7) The University reserves the right to approve in advance the play-by-play announcer and color analyst for all athletic events within the scope of this contract.

(8) The University reserves the right to review and approve at the conclusion of each regular season during the term of the contract the overall technical and production quality of the contractor's telecasts; the half-time content of the contractor's telecasts; and the advertising and schedule of telecasts published in connection with the promotion of each telecast event.

(9) All subcontracts, arrangements, and publicity shall identify the contractor by name as a third party originator of the telecast (i.e., "presented by"; "presenting"; "produced by"; or other such terminology)
to disassociate the University from any responsibility to other parties as to the arrangements, content, or financial obligation for telecasting activities.

(10) The contractor shall assume all responsibility for obtaining the consent, as necessary, of all institutions of higher education or other entities which are competing against the University in football or basketball games prior to the production of any live and/or delayed telecast of such games.

(11) The contractor shall produce video-tape recordings of all football games occurring within the regular season of competition, and all basketball games occurring within the Western Athletic Conference (WAC) regular league season only (generally commencing after January 1 of each year). These video-tape recordings shall be used by the contractor for the purpose of providing "high-light" segments for the "coaches' shows". In addition, the University shall have the right to free access and use of such recordings for any other purpose, on a royalty-free basis.

(12) The exclusive rights covered by this invitation to bid and the resulting contract are for commercial live and/or delayed telecast of such men's varsity football or basketball games as are mutually agreed upon by the contractor and the Director of Intercollegiate Athletics, as specified in section 0.(1) hereof. The licensed television stations within the State of Wyoming and/or other markets to which the transmissions or recordings are
distributed as required in the contract may use "highlight" excerpts in sportscasts or promotional spots (such excerpts not to exceed two (2) minutes in length) without requiring the specific permission of either the contractor or the University.

(13) The University reserves the right to grant telecasting outlets to parties designated by the visiting team as the licensed telecasters whose purpose is to provide on a regular and seasonal basis television broadcasts to the visiting team's home audience. Any rights fees collected from visiting broadcasters shall be paid to the University of Wyoming.

(14) The contractor shall be the party officially nominated by the University to telecast any University appearance in those playoff, tournament, or bowl games held under the auspices and management of the Western Athletic Conference (WAC), the National Collegiate Athletic Association (NCAA), or other independent sponsor(s) of such competition.

(15) Once nominated by the University to the entity sponsoring a playoff, tournament, or bowl game, it shall be the option of the contractor to enter into any telecast agreement made available by such sponsor(s), and, if accepted, to comply with all conditions and rates of the agreement entered into between the contractor and said sponsor(s).

(16) The contractor may not sell or assign its rights under this broadcast contract with the University, except with the prior written approval of the University.
P. REQUIREMENTS RELATING TO PROGRAM FEED TO TELEVISION NETWORK AFFILIATES:

(1) All program feeds furnished by the contractor to television network affiliates shall be cued for a reasonable number of commercial interruptions, and all stations receiving the feed shall be furnished the cues.

(2) The contractor shall require, as a condition precedent to furnishing feeds to any station, the receiving station to commit contractually that it will not sell the program to any sponsor not allowed under the policies or regulations of the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA).

Q. GROSS REVENUES OF TELECAST: For purposes of bidding a percentage of gross revenues upon which to calculate the Annual Rights Fee to be paid the University, gross revenues shall be defined as all sums of money paid, or due, the contractor from advertising sales, telecast feed fees, or other sources of income derived by the contractor from the telecasting of the play-by-play and half-time segments of men's varsity football and basketball events. Income derived by the contractor from the telecast of pregame and postgame recapitulation programs, if any, shall not be included in gross revenues as defined hereunder.

The contractor shall establish and maintain records to account for gross revenues, a copy of which shall be provided the University at the time of the contractor's final payment of each Annual Rights Fee.
R. SCHEDULE FOR PAYMENT OF RIGHTS FEES: The following payment schedule shall be maintained for each year during the term of the contract. Failure to make payments shall, at the option of the University, constitute cause for cancellation of the contract. Modifications to this payment schedule may be requested in writing by either party for stated reasons. Such modifications shall not be recognized or effective unless made in writing as a specific amendment to the contract, and approved by the contractor and the Director of Intercollegiate Athletics of the University.

Payment 1: On or before December 1, annually.
   Amount: One-half of minimum guaranteed Annual Rights Fee.

Payment 2: On or before April 1, annually.
   Amount: One-half of minimum guaranteed Annual Rights Fee.

Payment 3: On or before June 1, annually.
   Amount: Any additional Annual Rights Fee payments due as a percentage of gross revenues, if applicable.
BID FOR EXCLUSIVE RIGHTS TO
TELEVISION BROADCAST OF
REGULAR SEASON FOOTBALL AND BASKETBALL GAMES OF
THE UNIVERSITY OF WYOMING

In consideration for the grant of exclusive rights to produce, promote, originate, and transmit commercial television broadcasts of certain specified University of Wyoming varsity men's football and basketball games played during the regular seasons of the academic years 1984-85, 1985-86, and 1986-87, under the terms and conditions of the invitation to bid for said exclusive rights, dated December 19, 1983, the below named bidder offers and promises to pay to the Trustees of The University of Wyoming for each academic year during the three-year term, an Annual Rights Fee in the amount of:

1984-85: ______ % of gross revenues, or the minimum amount of $__________, whichever is greater;
1985-86: ______ % of gross revenues, or the minimum amount of $__________, whichever is greater;
1986-87: ______ % of gross revenues, or the minimum amount of $__________, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract.
Compensation and/or other arrangements with Football and Basketball Head Coaches for participation in televised "coaches' shows."

Name of Bidder

Date

BY

Signature of Bidder

Note 1 - Signature of individual or officer empowered to submit this proposal must appear on this page of this Invitation to Bid.

Note 2 - Proposals constituting a joint venture (to be undertaken by two or more parties) must be signed below by an individual or officer of each party included in that joint venture, with complete "bidder" participation disclosed below.

BIDDER IS A "JOINT VENTURE"

Party A - Name ___________________________ s/
Address _____________________________
Party B - Name ___________________________ s/
Address _____________________________
Party C - Name ___________________________ s/
Address _____________________________
CONTRACT BETWEEN THE TRUSTEES OF THE UNIVERSITY OF WYOMING
AND CONTRACTOR FOR TELEVISION
BROADCASTS OF ATHLETIC EVENTS

This Contract made this ______ day of ________, 1984, by and between the Trustees of The University of Wyoming, Laramie, Wyoming, hereinafter called the "University," and ______ ________, hereinafter called the "Contractor."

Witnesseth, that the University and Contractor, for the considerations hereinafter named, agree as follows:

1. The Contractor shall perform all work and provide all services and materials necessary and/or incident to the exclusive television broadcast of University athletic events, in accordance with all terms and conditions of the "Invitation to Bid for the Exclusive Rights to Television Broadcast of Football and Basketball games of The University of Wyoming, dated December 19, 1983," which Invitation to Bid, attachments thereto, and any addenda thereto issued prior to acceptance of bids, form the Contract and are incorporated herein as fully as if hereto attached or herein repeated.

2. The Contractor shall pay the University for the acquisition of said exclusive television broadcast rights an Annual Rights Fee in the amount of:
1984-85: _____% of gross revenues, or the minimum amount of $_____, whichever is greater;
1985-86: _____% of gross revenues, or the minimum amount of $_____, whichever is greater;
1986-87: _____% of gross revenues, or the minimum amount of $_____, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract. Payments shall be made in accordance with the Contract documents referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

University: The Trustees of The University of Wyoming

By
Leo P. McCue, Jr., President

Attest: Gordon M. Mickelson, Secretary

Contractor: Name of Contractor

By

Attest: 
INVITATION TO BID FOR THE EXCLUSIVE RIGHTS TO
RADIO BROADCAST OF FOOTBALL AND BASKETBALL
GAMES OF THE UNIVERSITY OF WYOMING

Three Regular Seasons - Football and Basketball Only

A. SCOPE: The Trustees of the University of Wyoming, Laramie, Wyoming, (hereinafter referred to as the "University") invite bids on the exclusive rights to technically produce, privately promote, and commercially broadcast on radio three regular seasons of men's varsity intercollegiate football and basketball events only, as provided for in this invitation. Sealed bids must be received by the Purchasing Manager no later than 2:00 p.m. MST, February 1, 1984, at which time bids will be opened in Room 206, Board Room, Old Main, University of Wyoming.

B. BIDDER'S RESPONSIBILITY: If, prior to the submission of a bid in response to this invitation, a bidder becomes aware of information which will affect the proper execution of the services specified herein, or if any condition or specification of this invitation will hamper said service or is not consistent with the general practice
of the radio broadcasting industry, then it shall be the responsibility of such bidder to inform the Purchasing Manager in writing fourteen (14) calendar days prior to the bid opening date. Interpretations or additions to this invitation shall be issued by the Purchasing Manager in writing in the form of an addendum to this invitation.

C. INSPECTION: Bidders who wish to visit the University and inspect the existing facilities may do so during normal working hours by calling at the Office of the Director of Intercollegiate Athletics.

D. METHOD OF BIDDING: Bids must be submitted in the spaces provided on the bid sheets of this invitation (Attachment A), in accordance with the requests stated herein. Primary consideration will be provided to complete bids, and a bid will not be considered to be complete unless all spaces have been filled in properly. Exceptions or alternatives to the Annual Rights Fee mechanism of payment will not be accepted. If a bidder wishes, additional information may be included with the bid in the sealed bid envelope.

E. METHOD OF AWARD: The University reserves the right to consider the relative qualifications of all bidders, and to exercise its judgment as to such qualifications in the process of selecting a broadcast contractor hereunder. The University further retains the right to waive any informality or irregularity in any bid received, or to reject any or all submitted bids.
Subject to the above-stated reservations, it is the intention of the University to accept the proposal of the most qualified bidder offering the highest payment to the University for exclusive radio broadcast rights, as represented by an Annual Rights Fee consisting of a percentage of gross revenues from the broadcast production or a minimum guaranteed dollar amount, whichever is greater.

The evaluation by the University as to which bidder is most qualified to perform the professional services described hereunder, and as to which combination of percentages of gross revenues and minimum guaranteed dollar amounts represents the best bid, shall be final. The University may also consider in the award of this contract the proposal of each bidder with respect to its independent arrangements with the football and basketball head coaches for the coaches' participation in pregame and postgame broadcasts.

Award of the bid shall be evidenced by the offer and acceptance by the bidder of a contract in the form set forth in Attachment B. Submission of a bid constitutes a representation that such bid shall remain in effect for a period of thirty (30) calendar days following the opening of bids.

F. BIDDER QUALIFICATION: Each "bidder" (this term to include, if applicable, each entity comprising a joint
venture which submits a bid hereunder) must furnish proof of experience and ability to promote and distribute quality radio broadcast productions to the satisfaction of the University. Each bidder should list complete biographical background of principal personnel, including experience in formulating networks in the past, if any. Each bidder also should demonstrate the ability through its firms, stations, or agencies to understand the technical requirements required of a major sports network, including quality of network, quality of equipment, ordering of lines, hiring of talent, provision of feeds, etc. In describing its technical abilities, each bidder should demonstrate how it plans to effectively format the pregame, play-by-play, halftime, and postgame recapitulation broadcasts. In addition, promotion of the network and distribution of the transmissions and recordings are important considerations in the award of the bid; each bidder should include, therefore, a list of all proposed affiliates who are committed to involvement in the bidder's network, contingent upon award of bid. The University may request additional information in order to substantiate any of the foregoing professional, financial, and/or technical qualifications of bidders.

G. PERFORMANCE BOND: The successful bidder (hereinafter referred to as the "contractor") shall furnish to the University a performance bond in an amount equal to one hundred percent (100%) of the sum of the three minimum
guaranteed dollar portions of the proposed Annual Rights Fee, as surety for contract performance and settlement of account with the University. This surety must be maintained in force throughout the term of the contract. The performance bond must be issued by a company licensed to do business in the State of Wyoming and countersigned by a resident agent thereof.

The apparent highest and best qualified bidder will be notified in writing of the intent of the University to accept its bid. No later than ten (10) calendar days after effective notice of this intent, the successful bidder shall cause the performance bond to be in force and delivered to the office of the University Purchasing Manager prior to award of the contract. Provision of suitable bond shall be at the expense of the contractor, and failure to submit and to maintain same shall be deemed cause for cancellation of the contract and recovery under the bond.

H. INSURANCE AND INDEMNIFICATION:

(1) Concurrent with the furnishing of the performance bond, the contractor shall furnish evidence by certificate of insurance that it has and will maintain during the term of the contract the minimum insurance coverages as set forth below:

**Public Liability Insurance**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury, one person</td>
<td>$100,000</td>
</tr>
<tr>
<td>aggregate</td>
<td>$300,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$100,000</td>
</tr>
<tr>
<td>Libel (Content of Broadcast)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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said insurance coverages shall be by a company qualified to do business in the State of Wyoming, registered and in good standing with the State Insurance Department.

(2) By submitting a bid in response to this invitation, the contractor agrees that it will indemnify and hold harmless the State of Wyoming, the Trustees of the University of Wyoming, The University of Wyoming, and all of the members, agents, officers, and employees of the foregoing, against any and all claims arising from the activities of the contractor or its agents, from program content, or occasioned by the promotion, production, origination, transmission, distribution, or program broadcast, whether in the State of Wyoming or elsewhere.

I. LICENSES AND TAXES: The contractor shall obtain and maintain, at its own expense, all necessary licenses and permits, and shall assume the responsibility for and pay all applicable fees and all other taxes incurred in conducting the operations encompassed herein, whether within or outside the State of Wyoming.

J. TERM OF CONTRACT: The contract provided for by this invitation shall be in effect for three (3) full men's varsity football and basketball regular seasons, encompassing the academic years 1984-85, 1985-86, and 1986-87, and expiring April 30, 1987. At the sole option of the University, the contract provided for hereunder may be extended for a period not exceeding two (2) additional
academic years, upon such terms and conditions as may be
negotiated between the University and the contractor.

K. ADMINISTRATION: After award of contract, the Director
of Intercollegiate Athletics shall be the University's
authorized representative in all matters pertaining to the
administration of the terms and conditions of this
contract. All matters of interpretation, approval, or
scheduling shall be directed to the Director of
Intercollegiate Athletics.

L. RECORDS TO BE MAINTAINED: The contractor must maintain
complete and accurate records of income and value received
under this broadcast contract from any source. During the
term of the contract, such records shall be made available
for inspection or audit by representatives of The
University of Wyoming at any time during the contractor's
normal business hours.

M. ACCESS AND ADMISSION TO EVENTS HELD ON UNIVERSITY OF
WYOMING PREMISES: The University of Wyoming will furnish
the contractor specific parking privileges necessary for
personnel and equipment involved in the production and
broadcast of all events originating on premises owned by
The University of Wyoming. The University will furnish
on a no-charge basis non-transferable special parking and
entry passes for each event for the contractor's working
personnel. It will be the responsibility of the contractor
to obtain and control these passes. All of the
contractor's personnel shall conduct themselves in accordance with the rules and regulations of the University applicable to conduct upon and utilization of University facilities.

N. ACCESS AND ADMISSION TO EVENTS HELD ELSEWHERE: The University will assist the contractor in making arrangements for necessary access and admission of the contractor's broadcast personnel for games held on premises other than those owned by The University of Wyoming.

0. DEFINITIONS: For purposes of this invitation and the resulting award of contract:

(1) The term "regular season" shall encompass the time period of August 15 through April 30 of each academic year. Certain athletic events during the regular season may be held under the auspices and management of other sponsors, in which event the University cannot guarantee the contractor the right to broadcast such events, but will nominate the contractor to broadcast such events as provided in section Q(2)(c) and (d) hereof.

(2) The terms "game" and "athletic event" shall mean regular-season intercollegiate men's varsity football and basketball events in which The University of Wyoming participates, including any home invitational tournaments held during the regular season, and the Spring intra-varsity contest held in Laramie each year. Scrimmages, other Spring intra-varsity contests, junior-varsity contests, and exhibition games outside of
the regular season are not "games" or "athletic events," and the contractor is not bound to broadcast such events and acquires no exclusive broadcast rights thereto. The contractor shall have, however, first right of refusal to broadcast such events. Certain athletic events within the scope of this contract may be scheduled on other public premises within the boundaries of the State of Wyoming, and these events shall be defined as "games" and "athletic events" under this contract for purposes of radio broadcasting rights and accountability of revenues.

(3) The term "radio broadcast" means broadcast transmission of radio signals simultaneous with the live action of the scheduled game at licensed and regulated commercial frequencies.

P. FACILITIES AND SERVICES TO BE FURNISHED BY THE UNIVERSITY: For games on University premises, the University shall provide available facilities and services reasonably required by the contractor to originate radio broadcasts. All contractor requests for facility availability or related services must allow reasonable time for response and compliance. The University reserves the right to provide non-exclusive access for interviews of coaches or athletes upon University premises at reasonable times prior to and following games.

Q. STIPULATIONS, REQUIREMENTS AND RESERVATIONS:

(1) The University reserves rights and makes stipulations and requirements, binding on the contractor
during the term of the contract and incorporated therein by this reference, as follows:

(a) The contractor shall provide, utilizing the broadcast talent designated and approved hereunder, on-site pregame, play-by-play, half-time, and postgame recapitulation programs for every game within the scope of this contract, and shall include such announcements, program material, or report of activities concerning the event or The University of Wyoming in general as may be reasonably supplied or requested by the Sports Information Director of the University. The contractor shall guarantee the inclusion of a minimum of four (4) such announcements, not exceeding thirty (30) seconds in length, during the play-by-play and half-time segments of each broadcast.

(b) The required on-site pregame and postgame recapitulation programs shall include interviews with the head coach of the sport involved in the broadcast. The agreements governing the compensation to be paid to each coach for such involvement in the pregame and postgame broadcasts shall not be a part of this contract, but shall be negotiated directly between the contractor and each coach. The University reserves the right to consider in the award of this contract, however, the proposal of each bidder with respect to anticipated agreements as to compensation and/or other arrangements for the coaches' participation in the pregame and postgame broadcasts.

The contractor shall have no other exclusive right, by virtue of this contract, to produce any
additional broadcast involving a coach, nor otherwise to interview any coach.

All independent arrangements between the contractor and each coach shall conform to the policies, rules, and regulations of the University, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA). Copies of all agreements between the contractor and each coach shall be provided to the Director of Intercollegiate Athletics, and shall be a matter of public record.

(c) The contractor shall comply with all broadcast policies and regulations of The University of Wyoming, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA), all of which are hereby made a part of the contract by this reference.

(d) The University reserves the right to amend or cancel this contract in the event that changes in the policies or regulations of either the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA) should necessitate such action to assure University conformity with those policies or regulations.

(e) The contractor shall agree that it will not willingly do anything to prejudice the status of the University under the rules and regulations of the Western Athletic Conference (WAC) and the National Collegiate Athletic Association (NCAA) as the same pertain to the radio broadcast of football and basketball games, and that
the contractor will not detrimentally affect the eligibility of the University to participate in regional or national broadcasts of live football or basketball games. The contractor shall require any radio station or broadcaster which it allows to carry its broadcasts to comply with the aforementioned rules and regulations.

(f) The University reserves the right to approve in advance the play-by-play announcer and color analyst for all athletic events within the scope of this contract.

(g) The University reserves the right to review and approve at the conclusion of each regular season during the term of the contract the overall technical and production quality of the contractor's broadcasts; the pregame, half-time, and postgame content of the contractor's broadcasts; and the advertising and schedule of broadcasts published in connection with the promotion of each broadcast event.

As a result of this periodic review, the contractor shall agree to make such modifications in the foregoing areas as may be reasonably required, so as to insure the continued production of all broadcasts in a manner acceptable to the University.

(h) All subcontracts, arrangements, and publicity shall identify the contractor by name as a third party originator of the broadcast (i.e., "presented by"; "presenting"; "produced by"; or other such terminology) to disassociate the University from any responsibility to
other parties as to the arrangements, content, or financial obligation for broadcasting activities.

(i) The contractor shall assume all responsibility for obtaining the consent, as necessary, of all institutions of higher education or other entities which are competing against the University in football or basketball games prior to broadcasting or recording such games.

(j) The contractor shall produce broadcast-quality audio recordings of all games required to be broadcast hereunder. The University shall have the right to free access and use of such recordings for any purpose, on a royalty-free basis.

(k) The exclusive rights covered by this invitation to bid and the resulting contract are for commercial live radio broadcast of the specified athletic events. The licensed radio stations within the State of Wyoming and/or other markets to which the transmissions or recordings are distributed as required in the contract may use "high-light" excerpts in sportscasts or promotional spots (such excerpts not to exceed two (2) minutes in length) without requiring the specific permission of either the contractor or the University.

(2) Recognizing that the University and the contractor may have interests in other broadcast activities not included in those exclusive broadcast rights covered by this invitation to bid, the parties stipulate to the following provisions establishing the relationship between

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The University of Wyoming and the contractor in other broadcast activities of specified athletic events.

(a) The University reserves the rights for its own noncommercial radio station to originate local broadcasts of University athletic events within the scope of this contract.

(b) The University reserves the right to grant broadcasting outlets to parties designated by the visiting team as the licensed broadcasters whose purpose is to provide on a regular and seasonal basis radio broadcasts to the visiting team's home audience.

(c) The contractor shall be the party officially nominated by the University to broadcast any University appearance in those playoff, tournament, or bowl games held under the auspices and management of the Western Athletic Conference (WAC), the National Collegiate Athletic Association (NCAA), or other independent sponsor(s) of such competition.

(d) Once nominated by the University to the entity sponsoring a playoff, tournament, or bowl game, it shall be the option of the contractor to enter into any broadcast agreement proposed by such sponsor(s), and, if accepted, to comply with all conditions and rates of the agreement entered into between the contractor and sponsor(s).

(e) The contractor may not sell or assign its rights under this broadcast contract with the University, except with the prior written approval of the University.
(3) (a) It shall be the responsibility of the contractor to provide a live radio broadcast of every men's varsity football or basketball game within the scope of this contract.

(b) Unless justified by pre-emption of circuits due to national emergencies or public interest network broadcasts, or technical difficulties beyond the control of the contractor, the failure of the contractor to broadcast any athletic event as identified above will constitute cause for cancellation of this contract at the option of the University, with liquidated damages equal to one-fourth of the Annual Rights Fee to be paid to the University.

R. REQUIREMENT FOR CONTRACTOR TO FEED STATE OR MARKET STATIONS:

(1) During the term of this contract, the contractor shall provide a high quality direct radio broadcast feed to every Wyoming city, town, or community having a licensed commercial radio station. The charge assessed each network affiliate for such service shall not exceed the actual cost of the radio broadcast feed provided.

(2) The program feeds so furnished shall be cued for a reasonable number of commercial interruptions, and all stations receiving the feed shall be furnished the cues.

(3) The contractor shall require, as a condition precedent to furnishing feeds to any station, the receiving
station to commit contractually that it will not sell the program to any sponsor not allowed under the policies or regulations of the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA).

s. GROSS REVENUES OF BROADCAST: For purposes of bidding a percentage of gross revenues upon which to calculate the Annual Rights Fee to be paid the University, gross revenues shall be defined as all sums of money paid, or due, the contractor from advertising sales, broadcast feed fees, or other sources of income derived by the contractor from the broadcasting of the play-by-play and half-time segments of men's varsity football and basketball events. Income derived by the contractor from the broadcast of pregame and postgame recapitulation programs shall not be included in gross revenues as defined hereunder.

The contractor shall establish and maintain records to account for gross revenues, a copy of which shall be provided the University at the time of the contractor's final payment of each Annual Rights Fee.

T. SCHEDULE FOR PAYMENT OF RIGHTS FEES: The following payment schedule shall be maintained for each year during the term of the contract. Failure to make payments shall, at the option of the University, constitute cause for cancellation of the contract. Modifications to this payment schedule may be requested in writing by either party for stated reasons. Such modifications shall not be recognized or effective unless made in writing as a
specific amendment to the contract, and approved by the contractor and the Director of Intercollegiate Athletics of the University.

Payment 1: On or before December 1, annually.
Amount: One-half of minimum guaranteed Annual Rights Fee.

Payment 2: On or before April 1, annually.
Amount: One-half of minimum guaranteed Annual Rights Fee.

Payment 3: On or before June 1, annually.
Amount: Any additional Annual Rights Fee payments due as a percentage of gross revenues, if applicable.
ATTACHMENT A

BID FOR EXCLUSIVE RIGHTS TO
RADIO BROADCAST OF
REGULAR SEASON FOOTBALL AND BASKETBALL GAMES OF
THE UNIVERSITY OF WYOMING

In consideration for the grant of exclusive rights to produce, promote, originate, and transmit commercial radio broadcasts of The University of Wyoming varsity men's football and basketball games played during the regular seasons of the academic years 1984-85, 1985-86, and 1986-87, under the terms and conditions of the invitation to bid for said exclusive rights, dated December 19, 1983, the below named bidder offers and promises to pay to the Trustees of The University of Wyoming for each academic year during the three-year term, an Annual Rights Fee in the amount of:

1984-85: ______ % of gross revenues, or the minimum amount of $_______, whichever is greater;
1985-86: ______ % of gross revenues, or the minimum amount of $_______, whichever is greater;
1986-87: ______ % of gross revenues, or the minimum amount of $_______, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract.
Compensation and/or other arrangements with Football and Basketball head Coaches for participation in pregame and postgame recapitulation programs:

Name of Bidder

BY
Signature of Bidder

Note 1 - Signature of individual or officer empowered to submit this proposal must appear on this page of this Invitation to Bid.

Note 2 - Proposals constituting a joint venture (to be undertaken by two or more parties) must be signed below by an individual or officer of each party included in that joint venture, with complete "bidder" participation disclosed below.

BIDDER IS A "JOINT VENTURE"

Party A - Name ___________________________ s/ ___________________________
Address ________________________________________________________________

Party B - Name ___________________________ s/ ___________________________
Address ________________________________________________________________

Party C - Name ___________________________ s/ ___________________________
Address ________________________________________________________________
This Contract made this ___ day of ______, 1984, by and between the Trustees of The University of Wyoming, Laramie, Wyoming, hereinafter called the "University," and ______, hereinafter called the "Contractor."

Witnesseth, that the University and Contractor, for the considerations hereinafter named, agree as follows:

1. The Contractor shall perform all work and provide all services and materials necessary and/or incident to the exclusive radio broadcast of University athletic events, in accordance with all terms and conditions of the "Invitation to Bid for the Exclusive Rights to Radio Broadcast of Football and Basketball games of The University of Wyoming, dated December 19, 1983," which Invitation to Bid, attachments thereto, and any addenda thereto issued prior to acceptance of bids, form the Contract and are incorporated herein as fully as if hereto attached or herein repeated.

2. The Contractor shall pay the University for the acquisition of said exclusive broadcast rights an Annual Rights Fee in the amount of:
1984-85: _____% of gross revenues, or the minimum amount of $______, whichever is greater;

1985-86: _____% of gross revenues, or the minimum amount of $______, whichever is greater;

1986-87: _____% of gross revenues, or the minimum amount of $______, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract. Payments shall be made in accordance with the Contract documents referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

University: The Trustees of The University of Wyoming

By _______________________
Leo P. McCue, Jr., President

Attest: _______________________
Gordon M. Mickelson, Secretary

Contractor: _______________________
Name of Contractor

By _______________________

Attest: _______________________