THE UNIVERSITY OF WYOMING

BOARD OF TRUSTEES’ REPORT

May 9-11, 2018

The final report can be found on the University of Wyoming Board of Trustees Website at http://www.uwyo.edu/trustees/
University of Wyoming Mission Statement (July 2017)

We honor our heritage as the state’s flagship and land-grant university by providing accessible and affordable higher education of the highest quality; rigorous scholarship; the communication and application of knowledge; economic and community development; and responsible stewardship of our cultural, historical and natural resources.

In the exercise of our primary mission to promote learning, we seek to provide academic and co-curricular opportunities that will:

- Graduate students who have experienced the frontiers of scholarship and creative activity and who are prepared for the complexities of an interdependent world;
- Cultivate a community of learning energized by collaborative work among students, faculty, staff and external partners.
- Nurture an environment that values and manifests diversity, internationalization, free expression, academic freedom, personal integrity and mutual respect; and
- Promote opportunities for personal health and growth, physical health, athletic competition and leadership development for all members of the university community.

As Wyoming’s only public university, we are committed to scholarship, outreach and service that extend our human talent and technological capacity to serve the people in our communities, our state, the nation and the world.
TRUSTEES OF THE UNIVERSITY OF WYOMING AGENDA
May 9-11, 2018

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April 11, 2018 (conference call)

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[To be held Thursday, May 10, from 11:00-11:30 a.m.]

Committee of the Whole  
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Date of Next Meeting – June 13, 2018 (conference call)

Adjournment
AGENDA ITEM TITLE:
Notice of Intent: Cybersecurity Certificate, Alexander

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Employers are heavily recruiting recent college graduates that have proven cybersecurity content knowledge from reputable academic institutions. The Cybersecurity Education And Research Center (http://www.uwyo.edu/CEDAR), in alignment with requirements from the National Security Agency (NSA) and Department of Homeland Security (DHS), has developed and identified a cybersecurity course sequence that enables undergraduate students to achieve high theory and skill competence in relevant cybersecurity concepts. The proposed "Cybersecurity Education and Research Certificate" recognizes not only individual students, but also the university as a leader in cybersecurity education in both the state, the region, and ultimately the nation. The certificate is a requirement to achieve NSA/DHS designation for UW as a Center of Academic Excellence in Cybersecurity. The NSA and DHS have specified a list of required "knowledge areas" to achieve the designation. We have mapped our courses onto these knowledge areas to arrive at the requirements for the certificate. This degree will tap into UW’s existing strengths, use innovative curriculum, and serve a growing market need in Wyoming and across the nation.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
Notice of Intent for this degree proposal was submitted to the Board Academic and Student Affairs Committee in November of 2017, receiving a positive recommendation.

WHY THIS ITEM IS BEFORE THE BOARD:
The proposers have completed stakeholder vetting, including a Notice of Intent to the Academic and Student Affairs Committee of the Board, a feasibility study for the UW shared-governance bodies (Faculty Senate, ASUW, and Staff Senate), and the Deans and Directors and Executive Councils. Academic Affairs supports the degree proposal as evidenced by the Letter of Commitment included from the Provost. The final Request for Authorization is submitted for the Board’s consideration and approval.

ACTION REQUIRED AT THIS BOARD MEETING:
Approval of the Request for Notice of Intent for the Cybersecurity Education and Research Undergraduate Certificate program.

PROPOSED MOTION
I move to approve the Request of Intent for the proposed certificate program in Cybersecurity Education and Research.

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
Academic Program Proposal Notice of Intent  
*For an undergraduate course-based Cybersecurity Certificate*
Computer Science Department

CEDAR Center  
Dr. Mike Borowczak  
October 23, 2017

Cybersecurity Certificate Undergraduate Program

Rationale & Alignment

As with many highly specialized and rapidly advancing fields, employers are heavily recruiting recent college graduates that have proven cybersecurity content knowledge from reputable academic institutions. The field of cybersecurity, while broad, is squarely situated within the computing domain. The Cybersecurity Education And Research Center (CEDAR), in alignment with requirements from the National Security Agency (NSA) and Department of Homeland Security (DHS), has developed a cybersecurity course sequence that enables undergraduate students to achieve high theory and skill competence in relevant cybersecurity concepts.

The "Cybersecurity Education And Research Certificate" recognizes not only individual students, but the university as a leader in cybersecurity education in both the state, the region, and ultimately the nation. The certificate is a requirement to achieve NSA/DHS designation for the University of Wyoming as a Center of Academic Excellence in Cybersecurity. The NSA and DHS have specified a list of required "knowledge areas" to achieve the designation. We have mapped our courses onto these knowledge areas to arrive at the requirements for the certificate.

Description of the New Curriculum

The following courses (or equivalent industry experience) are required for the Undergraduate Cybersecurity Education And Research Certificate (Course Numbers Subject To Change):

1. Computer Science II [CS 2030]
2. Statistics [STAT 2070 or higher] or Machine Learning [CS 4555]
3. Database Systems [CS 4820] or Data Mining / Cybersecurity and Data Science [CS 4000 Level]
4. Networks [CS 4760 or ECE Equiv.]
5. System Administration* [CS 4750] or another Cybersecurity Topics Course [CS 4000 Level]
6. Computer Security [CS 4765]
7. Advanced Topics in Cybersecurity [CS 4000 Level]

The pre-requisites for these courses are not explicitly required for the certificate. This may allow non-traditional students or working professionals, who may be able to waive individual course pre-requisites, on a case-by-case basis, the opportunity to complete the certificate. Foundational courses, especially those dealing with programming, databases, and networks, may be waived for professionals with prior work experience. This could allow us to offer the certificate program online in the future. In case by case instances, certain course requirements may be waived in lieu of
the completion of senior capstone project that incorporates material normally covered within the course(s) being substituted.

Learning Outcomes

The purpose of this certificate is to recognize students who have completed course work with specific National Security Agency (NSA) and Department of Homeland Security (DHS) National Centers of Academic Excellence in Cyber Defense (CAE-Cyber Defense) Knowledge Units (KUs). A mapping between these CAE-Cyber Defense KUs and the National Initiative for Cybersecurity Education (NICE) Workforce Framework 2.0 has been developed that enabled employers to recognize students with a particular knowledge base and skill set. While the ultimate learning outcomes from this certificate is captured fully in a 50+ page multi-government organization document - the broad learning outcomes include 68 specific knowledge units including:

- Basic Data Analysis
- Basic Scripting
- Cyber Defense
- Cyber Threats
- Fundamental Security Design
- Cryptography
- Information Assurance
- IT System Components
- Networking Concepts
- Policy, Legal, Ethics, and Compliance
- System Administration
- Databases
- Network Defense
- Networking Technology and Protocols
- Operating Systems Concepts
- Probability and Statistics
- Programming
Needed Resources
No additional special resources are currently needed. As the program develops, additional resources (e.g. faculty, online courses, equipment etc) may be required to accommodate the increased student population. It is expected that any such additional resource needs would follow established request pathways.

Anticipated Enrollment and Acceptance to the Certificate Program
Based on current growth in computer science, and current enrollment in cybersecurity courses, the anticipated certificate enrollment is 15-25 students per year. There is no special acceptance criteria to the certificate program. Any student meeting the pre-requisites to take the courses required are also eligible for the certificate.

Certificate Administration
The administration of the certificate is the responsibility of the Cybersecurity Education And Research Center and the Computer Science Department. The primary point of contact will be the Director of the Cybersecurity Education And Research Center (Dr. Mike Borowczak as of January 2017; Mike.Borowczak@uwyo.edu) or another Computer Science designee.

Other Details and Timeline
- Currently there are no fees associated with this certificate
- Academic Credits are required for the certificate, and as such, the certificate should appear on final transcripts
- With courses already in place, the anticipated implementation of the certificate is expected for the Spring 2018 graduates.
AGENDA ITEM TITLE:
HAPC Change Order for Reconstruction of the Coffee/Copy Room, Kibbon

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
The Rochelle Athletic Center copy room and coffee bar finishes are outdated and at the end of their useful life.

A proposal request was issued to GE Johnson to demolish the existing finishes, reinstall electrical in appropriate locations and provide new finishes throughout. The costs associated with this change total $34,698.00 which would come from the Owner’s construction contingency. This will leave a balance of $555,392 in the Owner’s Construction Contingency.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
• March 2015 – Board of Trustees approved the architect/engineering firm of Pappas and Pappas Architects, Cheyenne, Wyoming, in association with DLR Group, Denver, Colorado.
• September 2015 – Board of Trustees approved the Construction Manager at Risk firm, GE Johnson Construction Wyoming.
• February 2016 – Board of Trustees approved naming of the “Mick and Suzie McMurry High Altitude Performance Center”.
• March 2016 – Board of Trustees approved the exterior design of the Mick and Suzie McMurry High Altitude Performance Center.
• July 2017 – Board of Trustees approved entering into a construction change directive for the installation of the audio visual/information technology equipment.
• August 2017 – Board of Trustees approved executing construction change directives for all changes not-to-exceed $50,000 per occurrence and in the cumulative amount of the Owner’s construction contingency.
• November 2017 – Board of Trustees approved executing change orders for furnishing and installing the entire audio visual and information technology package, $813,342.00, and procurement and installation of the entire food service/kitchen equipment package, $314,053.00.
• January 2018 – Board of Trustees approved executing a change order to shift the lettering in the ceiling of the locker room from the graphics package to GE Johnson Construction. This shifted $60,295.00 from the graphics budget line to GE Johnson.
• March 2018 – Board of Trustees approved executing a change order in the amount of $67,252.00 for the installation of the appropriate number of shower heads within the football locker room.
WHY THIS ITEM IS BEFORE THE BOARD:
UW Regulation 1-102(B) requires that any change order to a Construction Manager-at-Risk contract over $25,000 requires Board approval. Additionally, the cumulative amount of all changes is in excess of 40% of the Owner’s contingency, thus all changes toward the Owner’s construction contingency will require Board approval.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval to execute a change order to GE Johnson in the amount of $34,698.00 for the reconstruction of the coffee bar/copy room within the HAPC

PROPOSED MOTION
“I move to allow Administration to execute a change order to GE Johnson Construction in the amount of $34,698.00 to reconstruct the coffee bar/copy room for the Mick and Suzie McMurry High Altitude Performance Center project.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
AGENDA ITEM TITLE:
West Campus Satellite Energy Plant Construction Delivery Method, Kibbon

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
The design documents for the West Campus Satellite Energy Plant are complete through Preliminary Design and the design team is prepared to move in to the Construction Document Phase.

As design progresses it is important to inform the design team of the construction delivery method the University intends to use for the project. Knowing the delivery method ensures the design team understand the level of detail required within their documents and the timeframe by which they have to finalize the documents.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
None.

WHY THIS ITEM IS BEFORE THE BOARD:
The Board, after review and recommendation by the Facilities Contracting Committee, is required to select the construction delivery method for capital construction projects, pursuant to paragraph 6 of the Trustees Project Development Policy and Procedure for UW Capital Construction for Major Projects, which states: “The Vice President for Administration, subject to the approval of the President, shall submit a recommendation for construction delivery method to the Facilities Contracting Committee for review prior to the submission to the Board.”

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the recommendation of the Board’s Facilities Contracting Committee for selection of the construction delivery method for the West Campus Satellite Energy Plant project.

PROPOSED MOTION
“I move to approve the recommendation made by the Facilities Contracting Committee regarding the selection of the construction delivery method for the West Campus Satellite Energy Plant project.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
AGENDA ITEM TITLE:  
Wyoming Public Radio, Afton, WY Site Lease Extension with Western Wyoming Radio.
Mai/Decker

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
This agenda item is to request approval to extend an existing lease agreement for the Wyoming Public Radio (WPR) site near Afton, Wyoming. The site is located approximately seven miles northwest of Afton and the University leases space at the site for WPR’s radio broadcast equipment.

The University of Wyoming and Western Wyoming Radio, Inc. (WWR) first entered into a five (5) year lease agreement on May 14, 2008. The lease allowed WPR to operate and maintain an antenna system on WWR’s tower, and to use radio communications equipment located in WWR’s building at the site. In May of 2013, the agreement was renewed for another five (5) year term ending May 13, 2018. In December 2015, the University was notified and acknowledged that Sunnybrook, LLC had acquired the FM radio tower structure and building at the site from WWR. The current term of the lease ends May 13, 2018, and both WPR and Sunnybrook, LLC desire to extend the existing agreement for another five (5) year term to continue radio coverage in the Afton area.

Sunnybrook, LLC, the University’s Lessor, is a Lessee in a ground lease agreement with the landowner, Lower Valley Power and Light. The ground lease grants Sunnybrook, LLC the right to maintain a tower and related facilities at the site, including the right of access and the right to sublease space and facilities on the site to third parties, including but not limited to the University of Wyoming. The University has the ability to terminate the lease agreement with Sunnybrook, LLC if funding is no longer available or upon 120 days advance written notice to the Lessor.

The current annual lease rent is $3,925.00 and the annual lease rent for the next five-year term is proposed as follows:

- Beginning 14 May 2018, ending 13 May 2019 - $4,050.00 per year
- Beginning 14 May 2019, ending 13 May 2020 - $4,175.00 per year
- Beginning 14 May 2020, ending 13 May 2021 - $4,300.00 per year
- Beginning 14 May 2021, ending 13 May 2022 - $4,425.00 per year
- Beginning 14 May 2022, ending 13 May 2023 - $4,550.00 per year

A review of rental rates for comparable radio communications sites in the region ranged from $1,800 to $15,148 per year. The average annual rent in the region is $5,450. Given this sites location and audience base, it would be anticipated for rent to be near the upper end of the average. After accounting for outliers, the median and upper quarter of rent in the region indicates a rental rate range from $4,000 to $4,500. The total rent to be paid over the five (5) year term extension is $21,500.00.
The lease extension includes an increase in rent of $125.00 per year, equaling an average increase of 2.96% over the five (5) year term. The average annual escalation rate for other University radio communications site leases in the region is 3.4%. After reviewing lease rent rates, the proposed annual rent for the term of the agreement is supported and within an acceptable range of available rental data.

At the direction of the Facilities Contracting Committee, the administration has finalized the amendment to extend the agreement for another five (5) year term ending May 13, 2023. The lease agreement amendment has been signed by the Lessor and is ready for the University’s signature.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
None.

WHY THIS ITEM IS BEFORE THE BOARD:
Pursuant to Wyoming Statute 21-17-204, the Board of Trustees “may possess and use for the benefit of the institution all property of the university” and may “hold, manage, lease or dispose of, according to law, any real or personal estate as is conducive to the welfare of the institution.”

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute Amendment No. 2 to extend the lease agreement for an additional five (5) year term with Sunnybrook, LLC, if determined appropriate by the Facilities Contracting Committee.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the recommendation of the Board’s Facilities Contracting Committee.

PROPOSED MOTION:
“I move to authorize Administration to execute Amendment No. 2 to the lease agreement with Sunnybrook, LLC for a five (5) year term ending May 13, 2023, as presented to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESTERN WYOMING RADIO, INC.
AND
TRUSTEES OF THE UNIVERSITY OF WYOMING

This Amendment No. 2 to the Lease Agreement dated 14 May 2008 between Western Wyoming Radio, Inc., with offices at Afton, Wyoming ("Lessor") and the Trustees of the University of Wyoming, a body corporate duly organized and validly existing under the Constitution and laws of the State of Wyoming, located in the City of Laramie, County of Albany, State of Wyoming, for Wyoming Public Radio ("Lessee"), is effective 14 May 2018.

WHEREAS, Lessor, as a Lessee, has an agreement with (the Property Owner (LOWER VALLEY POWER AND LIGHT) that grants Lessor the right to have and maintain the existing tower or a replacement tower and related facilities on the site, including the rights of access and the provision of utilities and the right to sublease space and facilities on the site to third parties, including but not limited to Lessee; and

WHEREAS Lessee desires to continue to operate an antenna system on said radio tower and to continue to use certain radio communications equipment and thereafter to operate and maintain said antenna and equipment upon and subject to the terms and special conditions, if any herein; and

WHEREAS, Lessor has notified Lessee of Lessor's desire to change to whom the term "Lessor" refers in said Lease Agreement for the remainder of said term and subsequent terms; and

WHEREAS, the Lease Agreement dated 14 May 2008 has expired, Amendment No. 1 will expire 13 May 2018, and Lessor and Lessee have notified each other of their mutual desire to renew said Lease Agreement; and

WHEREAS, Lessor has agreed to renew said lease for one (1) additional term as set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to revise the above Agreement by this Amendment as follows:

Effective the 1st day of December 2015, Lessor is referred to as Sunnybrook, LLC with offices in Afton, Wyoming.

9. Term of Agreement
   a. This Agreement shall be for a term of five (5) years commencing on the 14th day of May 2018 and ending on the 13th day of May 2023.

10. Lease Term & Payment
   d. The annual lease payments shall be as follows:
      i. Beginning 14 May 2018, ending 13 May 2019 - Four-Thousand Fifty ($4,050.00)
      ii. Beginning 14 May 2019, ending 13 May 2020 - Four-Thousand One-Hundred Seventy-Five ($4,175.00)
      iii. Beginning 14 May 2020, ending 13 May 2021 - Four-Thousand Three-Hundred ($4,300.00)
      iv. Beginning 14 May 2021, ending 13 May 2022 - Four-Thousand Four-Hundred Twenty-Five ($4,425.00)
      v. Beginning 14 May 2022, ending 13 May 2023 - Four-Thousand Five-Hundred Fifty ($4,550.00)
AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESTERN WYOMING RADIO, INC.
AND
TRUSTEES OF THE UNIVERSITY OF WYOMING

12. Notice:
All notices to be given under the terms hereof shall be sent by certified mail, addressed to the respective
parties at the following addresses:

Lessor:
Sunnybrook, LLC
P.O. Box 1776
Alton, WY 83110

Lessees:
University of Wyoming
Dept. 4308, Real Estate Operations
1000 E. University Avenue
Laramie, WY 82071
tel: 307-766-2936/2937
e-mail: reo@uwyo.edu

18. Governmental Provisions:
   a. Funding: This Lease is subject to the available funding of the Lessee. Should the governmental source of
      funds fail to appropriate monies or the responsible department or agency fail to provide the necessary
      funding, then the Lessee may terminate the Lease without cause and without liability.
   b. Indemnification: Lessor shall defend, indemnify and hold harmless the State of Wyoming, the University
      of Wyoming, its Trustees, officers, agents, employees and representatives from any and all claims for loss
      or damage to property or personal injury or death to persons, including costs, expenses and reasonable
      attorney fees, arising from the negligent or wrongful acts or omissions of Lessor, its officers, agents,
      employees and representatives
   c. Sovereign Immunity: The University of Wyoming does not waive its sovereign immunity and/or its
      governmental immunity by entering into this Agreement and fully retains all immunities and defenses
      provided by law with regard to any action based on this Agreement.
   d. Governmental Claims: Any actions or claims against the University under this Agreement must be in
      accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq.
      (1977) as amended.
   e. Interpretation: The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any
      questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been
      negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
   f. Equal Employment Opportunity: Both parties shall fully adhere to all applicable local, state and federal
      law, including equal employment opportunity and including but not limited to compliance with Title VI of
      the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the
      Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of
      1990. 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,
AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESER TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
WESTERN WYOMING RADIO, INC.

age, veteran status, sexual orientation, genetic information, political belief, or other status protected by
state and federal statutes or University Regulations.

Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR
Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-
54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting
requirements. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a).

This regulation prohibits discrimination against qualified protected veterans, and requires affirmative
action by covered prime contractors and subcontractors to employ and advance in employment
qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41
CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and
requires affirmative action by covered prime contractors and subcontractors to employ and advance in
employment qualified protected veterans.

6. Americans with Disabilities Act: The Lessor shall comply with the Americans with Disabilities Act (ADA) §
42 U.S.C. 12101 et seq.

IN CORPORATION OF AMENDMENT INTO ORIGINAL LEASE

The signing of this Amendment shall incorporate this Amendment into the LEASE. All other terms and conditions
of the original lease remain in effect. It is further intended that in the event of any inconsistency between the
LEASE and its other attachments and this Amendment, that the terms of this Amendment be construed as final
and binding.

IN WITNESS WHEREOF, the Parties to this Amendment, through their duly authorized representatives, have executed
this document on the date set out below.

Lessor:
Sunnybrook, LLC

Jerry Hanson 18 April 2018

DATE

General Manager

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me by Heather Warren

this 18th day of April 2018.

WITNESS my hand and official seal.

Heather Warren

Notary Public

My Commission expires: 12/15/18
AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESTERN WYOMING RADIO, INC.
AND
TRUSTEES OF THE UNIVERSITY OF WYOMING

Lessee:
University of Wyoming

__________________________
William Mal
Vice President for Fiscal Administration
Deputy Treasurer, Board of Trustees

STATE OF WYOMING  
COUNTY OF PARK

The foregoing instrument was acknowledged before me by _______________________

this _______ day of ____________, 2018.

WITNESS my hand and official seal.

__________________________
Notary Public

My Commission expires: ___________________
AGENDA ITEM TITLE:
Wyoming Public Radio, Sheridan, WY Site Lease with the United States Forest Service, Mai/Decker

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
This agenda item is to request approval for a Communications Use Lease between the University of Wyoming and the United States Forest Service (USFS) for a Wyoming Public Radio (WPR) transmission site. The site is located in the Big Horn National Forest, approximately fourteen (14) miles southwest of Sheridan, Wyoming at the Bosin Rock Communication site. Relocation to the site continues WPR service to the greater Sheridan area.

Beginning in 1997, WPR had previously leased antenna and equipment shelter space at the Banner Mountain communications site to provide radio service to the Sheridan area. The site was located approximately sixteen (16) miles southeast of Sheridan, Wyoming with the land owned by the Wyoming State Land Board and leased to communications users. In 2016, the State Land Board sold the land containing the Banner Mountain site and WPR was instructed to vacate the site by September of 2017.

WPR relocated to an equipment building that was purchased from Mission Broadcasting at the Bosin Rock Communications site on land owned by the USFS. The relocation was allowed pending the completion of a communications lease with the USFS for communications use. Current broadcasting by WPR is at low power due to the limitations of the current facilities and is generating a significant number of complaints from the listening audience. The proposed lease with the USFS allows for:

- One existing 12 foot X 16 foot concrete block equipment shelter;
- Construction of one, 90 foot self-supporting lattice tower; and
- One ground mounted satellite dish.

The tower and the improvements have been budgeted for by Wyoming Public Media and are estimated to cost $50,000 with an additional $100,000 of equipment upgrades to the site. Plans for the final tower design have been sent to the USFS Denver Field Office for review, with approval pending execution of the lease. Construction of the new tower facilities at the site are planned for this spring/summer to meet the FCC construction permit expiration deadline in September. The improvements will greatly improve current transmission quality, in addition to expanded coverage, in the Sheridan area.

The lease is proposed for a thirty (30) year term with an effective date of July 27, 2017, retroactive to the date the site was re-located to Bosin Rock, and a termination date of July 26, 2047. The rental fee will be waived by the USFS for the lease since the University is a state government agency. The USFS was unable to accept additions to clauses or add any additional language to the lease as requested by the University. If in the event the University no longer wants to lease the site, the
University can request the lease be terminated with USFS approval, which would require the University’s improvements to be removed or the improvements be assigned/sold to another qualified entity.

At the direction of the Facilities Contracting Committee, the administration has finalized the communications use lease with the USFS at the Bosin Rock Communications site. It is USFS policy that the USFS signs the lease last, since they are the granting agency. The lease is attached and ready for the University’s signature.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
None.

WHY THIS ITEM IS BEFORE THE BOARD:
Pursuant to Wyoming Statute 21-17-204, the Board of Trustees “may possess and use for the benefit of the institution all property of the university” and may “hold, manage, lease or dispose of, according to law, any real or personal estate as is conducive to the welfare of the institution.”

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute the Communications Use Lease agreement for a thirty (30) year term with the United States Forest Service, if determined appropriate by the Facilities Contracting Committee.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the recommendation of the Board’s Facilities Contracting Committee.

PROPOSED MOTION:
“I move to authorize Administration to execute the Communications Use Lease with the United States Forest Services at the Bosin Rock Communications site for a thirty (30) year term ending July 26, 2047 as presented to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE

AUTHORITY:
Section 501(a)(5) of the Federal Land Policy and Management Act,
43 U.S.C. 1761(a)(5)

UNIVERSITY OF WYOMING of 1000 E. UNIVERSITY AVE., DEPT. 3984, LARAMIE, WY 82071.

This lease is issued by the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), to UNIVERSITY OF WYOMING, its agents, successors, and assigns (hereinafter the "lessee").

The United States and the lessee are jointly referred to in this lease as the "parties." The term "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the BIGHORN NATIONAL FOREST in which the following described lands are located.

The United States, in consideration of the terms and conditions in this lease and the payment to the United States of rent in advance by the lessee, hereby issues the lessee a lease for the following described communications facility in the County of WY: SHERIDAN State of WYOMING, Sec. 29, T. 54 N., R. 85 W., 6TH PRINCIPAL MERIDIAN (hereinafter called the "lease area"). The lessee accepts this lease and possession of the lease area, subject to any valid existing rights, and agrees to use the lease area only for construction, operation, maintenance, and termination of a FM broadcasting communications facility. Authorized facilities under this lease include:

- Equipment shelter(s): (1) 12'X 16' concrete block
- Antenna support structure(s): (1) 90' self-supporting lattice tower, (1) ground mounted satellite dish
- Ancillary structure(s): None

The location of the lease area is described or shown generally in the communications site management plan and/or communications site map dated 07/27/2017 for the Bosin Rock Communications Site, which is attached as Appendix A of this lease. This and any other appendices are hereby incorporated into this lease.

Any additional appendices to this lease are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

This lease is issued subject to the following terms and conditions.
I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on 12/31/2047. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the authorized officer. This lease is not renewable, but the lessee has the right to request a new lease.

B. If the lessee desires a new lease upon termination of this lease, the lessee shall notify the authorized officer accordingly, in writing. The notice must be received by the authorized officer at least one year prior to the end of the lease term. The authorized officer shall determine if the use should continue and, if it is to continue, if a new lease should be issued to the lessee and under what conditions. The authorized officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

C. This lease is assignable with prior written approval of the authorized officer, except when rent has been exempted or waived in whole or in part. Renting of space does not constitute an assignment under this clause.

II. RENT

A. The lessee shall pay rent annually in advance as determined by the authorized officer in accordance with law, regulation, and policy. The annual rent shall be adjusted by the authorized officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in rent, if applicable.

B. Rent is due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rent falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease shall terminate if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any rent not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rent is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rent is due and payable by the due date. No appeal of rent shall be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The lessee is authorized to rent space and provide other services to customers and tenants and shall charge each customer and tenant a reasonable rent without discrimination for the use and occupancy of
the facilities and services provided. The lessee shall not impose unreasonable restrictions or restrictions restraining competition or trade practices. By October 15 of each year, the lessee shall provide the authorized officer a certified statement listing all tenants and customers by category of use in the authorized facilities on September 30 of that year.

B. All development, operation and maintenance of the authorized facilities, improvements, and equipment located in the lease area shall be in accordance with stipulations in the applicable communications site management plan approved by the authorized officer. If required by the authorized officer, all plans for development, layout, construction, or alteration of improvements in the lease area, as well as revisions of those plans, must be prepared by a licensed engineer, architect, and/or landscape architect. These plans must be approved in writing by the authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

C. The lessee shall comply with applicable federal, state, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the lessee under this lease are not contingent upon any duty of the authorized officer or other agent of the United States to inspect the authorized facilities or lease area. A failure by the United States or other governmental officials to inspect is not a defense to noncompliance with any of the terms and conditions of this lease. The lessee waives all defenses of laches or estoppel against the United States. The lessee shall at all times keep the title of the United States to the lease area free and clear of all liens and encumbrances.

D. Use of communications equipment in the lease area is contingent upon possession of a valid Federal Communication Commission (FCC) license or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization and operation of the equipment in strict compliance with applicable requirements of the FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the lessee for each transmitter being operated. The lessee shall provide the authorized officer, when requested, with current copies of all FCC licenses and DTM/IRAC authorizations for equipment in or on facilities covered by this lease.

E. The lessee shall ensure that equipment within facilities authorized by this lease (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site covered by this lease. If the authorized officer or authorized official of the FCC determines that the lessee’s use interferes with existing equipment, the lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or FCC official.

F. When requested by the authorized officer, the lessee shall furnish technical information concerning the equipment located in the lease area.

IV. LIABILITIES

A. The lessee assumes all risk of loss to the authorized facilities and ancillary improvements.

B. The lessee shall comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource
Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment in the lease area.

C. The lessee shall indemnify, defend, and hold harmless the United States for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the lessee’s use or occupancy of the lease area. The lessee’s indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the lease area during the term of this lease. Indemnification shall include but not be limited to the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third-party claims and judgments; and all administrative, interest, and other legal costs. This clause shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the lease area or to warn of hazards and, if the Forest Service inspects the lease area, it shall incur no additional duty nor any liability for hazards not identified or discovered through those inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the lessee, the authorized officer may, on reasonable notice, cure the breach at the expense of the lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money or incurs any expense, including reasonable attorney’s fees, in instituting, prosecuting, or defending any action or proceeding to enforce the United States’ rights hereunder, the sums paid by the United States, with all interests, costs, and damages, shall at the election of the Forest Service be deemed to be additional rent under this lease and shall be due from the lessee to the Forest Service on the first day of the month following that election.

V. MISCELLANEOUS PROVISIONS

A. Nondiscrimination. The lessee and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the lessee and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

B. Revocation, Termination and Suspension

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.
"Revocation" refers to an action by the authorized officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the authorized facilities on the property for a period of 1 years.

3. Except in emergencies, the authorized officer shall give the lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the authorized facilities, based on the Lessee’s federal tax amortization schedules.

5. Written decisions by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR 214.

6. If upon expiration of this lease the authorized officer decides not to issue a new lease, or the lessee does not desire a new lease, the authorized officer and the lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site lease area.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the lessee from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720 et seq.). If this lease is revoked for noncompliance, the lessee shall remove all authorized structures and improvements, except those owned by the United States, within 90 days, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is waived in writing by the authorized officer.
If the lessee fails to remove all authorized structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. No member of or delegate to Congress or resident commissioner shall benefit from this lease whether directly or indirectly, other than to the extent the lease provides a general benefit to a corporation.

D. This lease is issued subject to the following reservations by the United States:

1. The right of the United States to all natural resources now or hereafter located in the lease area unless stated otherwise, and the right to utilize or dispose of those resources in so far as the rights of the lessee are not unreasonably affected.

2. The right of the United States to modify the communications site management plan as deemed necessary.

3. The right of the United States to enter the lease area and inspect all authorized facilities to ensure compliance with the terms and conditions of this lease.

4. The right of the United States to require common use of the lease area and the right to authorize use of the lease area for compatible uses.

E. The Forest Service and the lessee shall keep each other informed of current mailing addresses.

F. This lease supersedes a special use authorization designated UNIVERSITY OF WYOMING, TNG438, dated 12/21/2009.

G. If there is any conflict between any of the preceding printed clauses and any of the following clauses the preceding printed clauses shall control.

H. Ground Surface Protection and Restoration (D-9). The holder shall prevent and control soil erosion and gullying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

I. Removal and Planting of Vegetation and Other Resources (D-5). This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the Authorized Officer or the Authorized Officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the Authorized Officer. Trees, shrubs, and other plants may be planted within the permit area with prior written approval of the Authorized Officer.
J. Noxious Weed and Exotic Plant Prevention and Control (D-10). The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Federal, State, or local agency. The holder shall follow prevention and control measures required by Federal, State, or local agency. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

K. Herbicide and Pesticide Use (D-18). Herbicides and pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, or fish without the prior written approval of the Authorized Officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the Authorized Officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

L. Archaeological-Paleontological Discoveries (X-17). The holder shall immediately notify the Authorized Officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the Authorized Officer. Protective and mitigative measures specified by the Authorized Officer shall be the responsibility of the holder.

M. Improvement Relocation (X-33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder’s improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.
THIS LEASE IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY LEASE IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE
AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE
TERMS AND CONDITIONS OF THE LEASE.

ACCEPTED:

WILLIAM MAI
VICE PRESIDENT FOR ADMINISTRATION
DEPUTY TREASURER, BOARD OF TRUSTEES
UNIVERSITY OF WYOMING

APPROVED:

ANDREW JOHNSON
FOREST SUPERVISOR
FOREST SERVICE
DEPARTMENT OF AGRICULTURE

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for
information received by the Forest Service.
AGENDA ITEM TITLE:
Wyoming Union Visioning Study: Planning Team and RFQ, Blackburn

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Background on the Wyoming Union:
As an integral part of the University's educational mission, the Wyoming Union fosters a sense of community by providing quality programs, services and facilities that promote development, embrace diversity, and cultivate loyalty to the University. The Wyoming Union provides a nurturing environment within which students are encouraged to pursue excellence, to develop leadership, and to realize their potential. Home to many cultural and leadership programs and events, the Wyoming Union plays a key role in accomplishing many of the goals in Breaking Through: 2017-2022.

Originally constructed on March 3, 1939, the Wyoming Union is also known as the living room of campus. An addition in 1957, 1973 and a comprehensive renovation and addition in 2002 have transformed the Wyoming Union into a place where students, staff, faculty, and community come together. The facility offers over 19,000 square feet of outstanding meeting and conference space.

The building houses the University Store, Copy Center, and a variety of dining options. Home to the new Center for Student Involvement and Leadership: including ASUW Student Government, Fraternity and Sorority Life, Campus Activities Center, Service, Leadership and Community Engagement, Student Media, Non-Traditional Student Center, Rainbow Resource Center, the Multicultural Resource Center, and by August of 2018 the newly renovated Veterans Center. The Wyoming Union is a place where students can participate in a wide variety of programs, activities, leadership, and involvement opportunities that enrich the college experience.

The Wyoming Union is in high-demand for meeting, programming, and office space. A long-term vision is needed to make sure renovation dollars are efficiently spent and top strategic initiatives around enrollment, food service, and student engagement are prioritize appropriately. The Wyoming Union is the living room for students on and off-campus and needs professional guidance for its growth and management.

The current space allocation and square footage of the Wyoming Union may be found in the 2015 study. Exceptions include the newly renovated Veterans Center and the Center for Student Involvement and Leadership on the third floor. Two spaces are currently on hold pending this new study: The First Interstate Bank location on the main floor and Art Gallery in the basement.

Prior Visioning Study:
A prior visioning study was conducted in the fall of 2015 to consider the current and future needs of students, tenants, and the University within the Wyoming Union. The study was conducted by the space
planning and architectural design firm alm2s (attached). The report was issued in May of 2016. That study was limited to very near-term and inexpensive solutions. It was also conducted before the University’s Strategic Plan and Strategic Enrollment Management (SEM) Plan were development. A comprehensive 30-year plan for the Wyoming Union is needed to advance the engagement mission of the University of Wyoming.

Project Development Policy and Procedure for UW Capital Construction Projects:
On Wednesday, March 22, 2017, then ASUW Senator Wetzel and Senator Defebaugh presented a Union Expansion and Renovation Plan (updated statement attached) to the Facilities Contracting Committee for both the Wyoming Union Visioning Study and the 10-Year Housing Study. ASUW then budgeted a maximum $350,000 in their FY18 Budget consistent with ASUW Senate Bill 2561, which was subsequently approved by the Board during the June 2017 meeting.

The project is now ready for the next steps per UW Regulation 1-102B, either review of the Statement of Need and/or the naming of a Planning Team, and development of a request for qualified (RFQ) consultants.

The scope of the RFQ will be written to incorporate all the necessary elements of a statement of need or both a Level I Reconnaissance Study and a Level II Feasibility Study as defined by UW Regulation 1-102(B), depending on Facilities Committee feedback.

Purposed Planning Team:
Wyoming Union Visioning Planning Team:
1. Vice President for Student Affairs or Designee
2. Director of the Center for Student Involvement and Leadership or Designee
3. AVP and Dean of Students or Designee
4. A representative of UW Operations
5. ASUW President or Designee
6. A student representative at large appointed by ASUW
7. A Wyoming Union student employee
8. A Faculty Senate Representative
9. A Staff Senate Representative
10. A Trustee appointment by President McPherson

Proposed Schedule:
April 2018 Planning Team announced and RFQ published
May 2018 RFQ issued
June 2018 Planning Team selects top consulting firm
July 2018 Board of Trustees review and consider for approval of the selected consulting firm
Aug-Dec 2018 Visioning work
January 2019 Presentation to the Board of Trustees

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
The Facilities Contracting Committee considered this topic during a special conference call on April 16, 2018 and voted to recommend approval to the full board at the May 2018 Board meeting.
WHY THIS ITEM IS BEFORE THE BOARD:
Notice by Vice President Mai and Blackburn of a Statement of Need, the creation of a Planning Team per the Project Development Policy and Procedure for UW Capital Construction Projects, and issuance of an RFQ.

ACTION REQUIRED AT THIS BOARD MEETING:
Consideration and action as appropriate.

PROPOSED MOTION
“I move to authorize administration to issue the RFQ for the Visioning Study for a maximum of $350,000.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
ASUW’s Union Expansion and Renovation Plan

Originally Presented: March 2017
Revised as Statement of Need: April 2018

The purpose of this document is to describe the goals of the ASUW Student Government for the continued prioritization of the expansion of the Wyoming Union. As the centerpiece of campus, the Wyoming Union’s expansion is essential to the growth of student life and involvement academically and socially.
Originally constructed on March 3, 1939, the Wyoming Union is the geographical center of campus and known as the living room of campus. An addition in 1957, 1973, and a comprehensive renovation and addition in 2002 have transformed the Wyoming Union into a place where students, staff, faculty, and community come together. The Union offers over 136,000 square feet of meeting, retail, event, and conference space. In addition, the building houses the University Store, Copy and Print Center, and a variety of dining options. Student services include the ASUW Student Government, Fraternity and Sorority Life, Campus Activities Center, Service, Leadership and Community Engagement, Student Media, the Non-Traditional Student Center, the Rainbow Resource Center and the Multicultural Resource Center.

The University of Wyoming is aspiring for increases in student population, student organizations, and to attain the Carnegie Community Engagement Classification according to performance indicators in Breaking Through: 2017-2022. Many of the cultural, leadership, and community programs offered in the Wyoming Union require more space and 21st century technology. A comprehensive Union visioning plan was attempted in the fall of 2016, but due to major state-wide budget concerns, was constrained to cost-minimal planning. As the centerpiece of student life, the Wyoming Union has dire needs to be a priority in the plans of growth and investment on the campus of the University of Wyoming. A revitalized Wyoming Union has the potential to increase the inclusivity, involvement, and overall student experience, accomplishing many goals set forth in Breaking Through.

As the University of Wyoming strives to complete all four of the goals endorsed in the 2017-2022 strategic plan, the Wyoming Union will play an integral role in recruitment, retention, and development of our world leading graduates. The State of Wyoming and the University of Wyoming have shown dedicated support for the success of UW through investment in the facilities and opportunities of education on campus. The recent renovation of the Coe Library, the recent construction of the College of Business, Enzi STEM Undergraduate Lab Facility, High Bay Research Facility, and the current construction of the new Engineering Education and Research Building, there is no question of support for our academic endeavors, but the time has come to reinvest in our student development outside of the classroom.

Per the University of Wyoming Mission: "we seek to provide academic and co-curricular opportunities that will
• Nurture an environment that values and manifests diversity, internationalization, free expression, academic freedom, personal integrity and mutual respect, and
• Promote opportunities for personal health and growth, physical health, athletic competition and leadership development for all members of the university community."

We've built our classrooms, we're working on bedrooms, now it's time to focus on our living room.
**Benefit to Campus:**

The benefit of an expansion and renovation to the Wyoming Union cannot be overstated. As students continue to engage in the rigors of college life, transitioning to global citizens, it is imperative that campus resources be available to assist. The Wyoming Union is not just the center of campus life and events, it also serves as a hub of education in a different light through cultural exposure and experiential learning. The Union develops an education experience for students and the community in ways no standard classroom can through events, formal presentations and speakers, alongside day-to-day interaction. The aim of expansion and renovation is to upgrade the conditions and opportunities of the facility and its technology; making the Union flexible in its physical space and digital capacity to grow with the demands of students. With the progression of the expansion and renovation, all aspects of campus education should be reflected in the Union, drawing interdisciplinary aspects from all corners of campus and student life. Such opportunities can include but should not be limited to:

- Additional event space
- Upgraded meeting and conference rooms
- Theatre style presentation spaces
- New and upgraded retail options
- Flexible physical space for business opportunities and initiatives
- More physical space for cultural/art demonstrations and experiences
- Technology upgrades to all areas

**Moving Forward:**

In consultation with the University of Wyoming and the Wyoming Union, the ASUW Student Government has encumbered $350,000 from the ASUW Facilities Endowment to hire an architecture/planning firm with extensive expertise in student unions. The firm will be requested to perform the various elements of both a Level I Reconnaissance Study and a Level II Feasibility Study as defined by UW Regulation 1-102(B).

Throughout the planning process, feedback will be incorporated from student organizations that utilize the Wyoming Union, the general student body, and the members of the Wyoming Union Visioning Planning Team. As the process moves forward, it is the goal of the ASUW Student Government to keep student opinion at the forefront of the planning process as was a precedent set with the Half-Acre Gymnasium expansion.
CREDITS

University of Wyoming | Core Visioning Committee
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University of Wyoming | Stakeholders/Participants

- Operations - Events, Custodial, Information Desk/Pete’s Game Room, Marketing
  Scott Deederich, Union Custodial
  Justin Fleri, Union Events
  Dan Marshall, Information Desk
  Bai Ann Martinez, Union Custodial
  Kelly Ockers, Union Custodial
  Ryan O’Neill, Union Events
  Bailey Quick, Union Administration
  Joyce Sinner, Union Custodial
  Dennis Teague, Union Custodial
  Erin Webb, Executive Director of Residence Life, Dining & Union
  Ian Worthing, Union Custodial

- Student Publications
  Cary Berry-Smith, Student Media
  Sean Blackman, Student Media

- Dean of Students/Greek life
  Page Hanawalt, Panhellenic Council
  Tristan Hipert, Fraternity/Sorority Life
  Andrew Potter, InterFraternity Council

- ASUW/ASTEC
  Julian Aman, ASUW/ASTEC
  Dane Davis, ASUW/ASTEC
  Andrew Hayes, ASUW/ASTEC
  Kristy Hayakawa, ASUW/ASTEC
  Brian Schueter, ASUW President
  Macki Snyder, ASUW/ASTEC

- Resource Centers - Multicultural, Rainbow, Non-Traditional and Women’s
  Conrad Charest, Multicultural
  Brittany Gobert, Neo-Traditional and Gender Programs (NTGP)
  Jamie Hampton, NTGP
  Elizabeth Lembo, NTGP
  Keren Matmors, IRC

- Campus Activities Center (CAC)
  Megan Cooper, CAC
  Rob Fries, CAC
  Madison Graham, CAC
  Jordan Jupi, CAC
  Jennifer Kirk, CAC
  Jake Odom, CAC
  Mehdi Sandefur-Chavez, CAC

- Service, Leadership & Community Engagement (SLCE)
  Sagan Pratek, SLCE Project Coordinator
  Erin Dixon, SLCE Assistant Director
  Bailey Quick, Union Administration
  Danielle Raffa, SLCE Student Coordinator
  Richard Randall, SLCE Project Coordinator
  Uriel Sánchez, SLCE Grad Assistant

- General Student Body
  Bradie Gates, Branding Team
  Paul Drake, ASUW
  Greg Durham, Residence Life & Dining Services
  Brian Schueter, ASUW President
EXECUTIVE SUMMARY

As part of a plan to envision what the Wyoming Union should and could be, the University of Wyoming (UW) commissioned a thorough visioning process to chart a course for the Union’s future. Along with envisioning strategies and objectives, the process selected the fall of 2013 to develop and implement a collaborative process where all the user groups and stakeholders were involved and a clear direction was determined.

The original 44,500 sq. ft. building, constructed at a cost of $250,000, was dedicated on March 9, 1989 with College President Arthur Grisnald Crane stating, “This Union is more than a play house, however valuable a wholesome play may be. It means a place for business, for conferences, for music, for relaxation and recreation... It is dedicated to training the art of living together, to team work, which is democracy... The building is an extension of our homes and rooms in which we live.”

Several major renovations and additions have occurred throughout the 34-year history of the building including:

- 1957 addition of 33,000 square feet, to serve over 4,000 students.
- 1972 addition of 44,500 square feet, enlarging the building to 122,000 square feet.
- 2002 renovation and addition costing $12.8 million, led by a Union Board and a Re-Union Planning Committee, brought the building to its current size of over 186,000 square feet. Participants in the 2002 project included current Union Director Darcy DeLellis, Associate Union Director Kim Zaff and Faculty Member Michael Brown. All three are members of the current visioning core team.

The visioning study officially kicked off in November 2013 with an initial core team meeting to assist the design team with what are the perceived strengths and weaknesses of the existing facility. Generally, the team felt the Union functioned well, serving as home base, the heart of campus, and a vibrant space for engagement. However, concerns included a general lack of space for many of the student-centric programs, structural limitations of the building (too many columns) and over-utilized in some areas under-utilized in others.

Shortcomings that have been identified and need to be addressed include:

- Improving circulation, handicapped accessibility and way-finding, as well as more restrooms on the main level.
- Expand and improve the quality of the student-centric spaces, i.e., CAC, ASUW, FSL and the Resource Centers.
- Provide more program space for student groups and improve transparency – “See and Be Seen”.
- Allow for High Tech, not just High Tech.

The preliminary concepts and spatial reallocations included in this document were developed through user group meetings, a two-day visioning charrette, tours of existing spaces and comparisons to similar facilities on other campuses in the region. The design team requested specific information from the users and stakeholders and documented the results based on expressed needs and professional experience.

Ultimately, the proposed short-term recommendations are based on a framework of quality physical spaces and necessary adjacencies that enhance the Union mission of student involvement and engagement.
NARRATIVE AND COST ESTIMATE

WYOMING UNION SPACE REALLOCATION NARRATIVE & COST ESTIMATE – SHORT TERM; LOW COST 5/5/16

- **Bold text** indicates specific groups or spaces followed by current square footage allocation and room numbers.
- **Green text** indicates net square footage increase between existing and proposed allocations.
- **Red text** indicates net square footage decrease between existing and proposed allocations.
- **Orange text** indicates alternative space allocation.

Cost estimates are based on 2016 construction costs and assume that the vast majority of work is done by one general contractor in a single short timeframe to gain economy of scale and limit mobilization/start-up costs. A construction contingency of 15%-25% should be added to the estimate numbers below for unforeseen conditions or necessary scope changes once barrier defined. An additional administrative contingency of $50,000 - $60,000 should be added for extensive third floor remodel.

**LOW LEVEL**

1. **Service, Leadership & Community Engagement (SLCE)** – 1,097 sf - 002A, 006, 011 & 013
   - Vacate 006, 011 and 013; remain in 003A and expand into current admin. suite 001, 001C and 001D
   - New net total square footage: 1,364 sf (+267 sf)
   - Light remodel of former administration and conference room spaces – 3,364 sf $400/sf = $1,346,000

2. **Union Administration** – 1,102 sf – 001C and 001D (Does not include 001A within office suite used by SLCE)
   - Vacate 001, 001C and 001D; relocate to current Fleming Gorge conference room 002 and portion of current Art Gallery 004
   - New net total square footage: 655 sf (+47 sf)
   - Remodel of former art gallery and conference room spaces – 655 sf $800/sf = $522,400

3. **Shared Work/Meeting Room** – 230 sf
   - Create new work/meeting room to be shared by student groups and Union administration
   - New net total square footage: 230 sf (+230 sf)
   - Remodel conference room into smaller space – 43 sf $500/sf = $21,500

4. **Marketing** – 400 sf – 010
   - Vacate 010; relocate to current Marketing 010 and current CAC poster room 01A
   - New net total square footage: 560 sf (+160 sf)
   - Light remodel of former CAC space and library space – 560 sf $400/sf = $224,000

5. **Fleming Gorge Conference Room** – 454 sf – 002
   - Vacate 002; relocate to current Marketing 010 and current CAC poster room 01A
   - New net total square footage: 588 sf (+134 sf)
   - Remodel of former Marketing and CAC poster rooms – 588 sf $800/sf = $470,400
   - Exchange proposed spaces with Marketing; (~14 sf for Conf. Rm.)

6. **Campus Activities Center (CAC)** – 1,770 sf – 012, 012A, 012B, 012C, 012D, 012E and 012F
   - Vacate Poster Room 012A and north portion of Work Room 012B; Expand into Copy Center Storage 052 and CC office 052A
   - New net total square footage: 2,395 sf (+625 sf)
   - Light remodel of poster room and storage areas – 625 sf $400/sf = $250,000
   - Vacate office 012C for ASUW use; 2,222 sf (+448 sf)

7. **Fraternity Sorority Life (FSL) – 303 sf – 048B and 045A (Previously in Union but currently off-site)
   - Relocate to former SLCE spaces 011 and 013
   - New net total square footage: 569 sf (+266 sf)
   - Very minor power/data/final upgrades of former SLCE spaces 011 and 013; 569 sf $220/sf = $123,200

8. **Associated Student of the University of Wyoming (ASUW)** – 834 sf – 039, 039A, 039B, 039C, 039D, 039E and 039F
   - Expand into CAC Work Rooms 012C, 012D, south portion of 012B to be shared with CAC for copier, mailboxes, etc.
   - Remodel placement does so access to office 020 doesn’t go through office 026
   - New net total square footage: 2,084 sf (+1240 sf)
   - Minor power/data/final upgrades for student sensitives including 3-6 workstations. 240 sf $420/sf = $9,960
   - Remodel placement does so access to office 020 doesn’t go through office 026. $15,500
   - Add office 012C with new door into 012D; 113 sf – 2,304 sf (+133 sf)

9. **Custodial Office/Break Room** – 369 sf – 041 and 042
   - Vacate 041, 042 & 043; relocate to 045, 045 Closet and 045A
   - New net total square footage: 333 sf (+66 sf)
   - Very minor power/data/final upgrades to 045, 045 Closet and 045A; 333 sf $250/sf = $83,250

10. **Associated Students Technical Services (ASTS)** – 455 sf – 001 and 043
    - Expand into north portion of 033; 183 sf
    - New net total square footage: 637 sf (+183 sf)
    - Construct 18 ft long form wall to subdivide 033 into two spaces: $4,400

11. **Copy Center Storage/OFFICE** – 1,079 sf – 052 and 054
    - Vacate 052 and 052A; relocate to a portion of 033, 033A and 033B
    - New net total square footage: 919 sf (+151 sf)
    - Very minor work to remove computer cabling, etc. - small offices to remain unchanged; 919 sf $100/sf = $91,900
    - Add door from 033 to hallway; $4,000

12. **Computer Lab** – 1,107 sf – 033, 033A and 033B
    - Close computer lab and change to laptop checkout from Information Desk
    - New net total square footage: 0 sf (-1,107 sf)
    - Cost to vacate computer lab accounted for in F1 1st Floor Copy Center Storage above

13. **The Gardens Bar & Seating Area** – 1,908 sf – 021 and 023
    - No change

**Subtotal, Lower Level Construction Cost** - $2,921,130

**MAIN LEVEL**

14. **Family Room** – 30 sf – 120
    - Relocate existing Women’s Room to Family/Multi-gender Restrooms
    - Remodel to convert existing Women’s RR to Family/Multi- Gender RR; 90 sf x $800/sf = $72,000

15. **Rolling Mill Cafe** – 323 sf – 126
    - Relocate NW cafe to north portion of current bank/serving room space to provide secure back of house storage & prep space
    - New net total square footage: 670 sf (+447 sf)

16. **Additional existing meeting rooms and remodel space for new food venue including reuse existing movable equipment; 670 sf $450/sf = $303,500

**Subtotal, Main Level Construction Cost** - $2,921,130

**Overall Total, Construction Cost** – $5,842,260

**Note:** In addition to the above construction costs, there may be additional costs associated with the completion of these projects, such as permits, fees, and contingency funds.

**The University of Wyoming**

Board of Trustees’ Report

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14. Art Gallery – 600 sf
   - Expand dining seating/student lounge space into south portion of current bank/ATM space
   - New net total square footage for dining: 650 sf (+150 sf)
   - Demolish existing bank space for new art gallery and exhibit storage/prop: 650 sf + $120/sf = $78,000

15. Dining Seating – NA
   - Expand dining seating/student lounge space currently occupied by Rolling Mill Café
   - New net total square footage: 560 sf (+150 sf)
   - Demolish existing bank space for new dining seating space: 560 sf x $80/sf = $44,800
   - Cost: 36 seats ($300/seats) and 9 tables ($400/table) = $10,800

   - Retail Bank Space (south portion) – 639 sf - 112
   - Convert south portion into Art Gallery
   - Book to vacate space with ATMs only in Union
   - Relocate one ATM east vestibule = $5,000

   - Retail Bank Space (north portion) – 638 sf - 124
   - Relocate Rolling Mill Café to this space. Remodel cost accounted for in #13 Rolling Mill Café item above.

   - Dining Seating/Study Space – 1,745 sf - 124
   - Increase table/chair density within existing space
   - 1,745 sf / 15 sf per seat = 116 seats; actual only 88 seats
   - Net increase: 28 seats
   - Cost: 28 seats ($300/seats) and 7 tables ($400/table) = $10,800

   - Information Desk – vary sf – 120
   - Use information desk for checkout of laptop computers to replace computer lab
   - Cost to create secure computer storage space = $5,000

   - Computer Lounge – vary sf – 112
   - Add print station in place of removed computer lab
   - Cost: new print station – $2,500

   - Women’s Restroom – 90 sf – 110
   - Convert to Family/Multi-Gender Restroom. Cost accounted for in #12 Family Restroom above.

   - Multicultural Resource Center (MRC)
   - No change

   - Rainbow Resource Center (RRC)
   - No change

   - Non-Traditional Student Center (NTS4)
   - No change

   - Wellness Center (WC)
   - No change

Subtotal: Main Level Construction Cost - $329,200

SECOND FLOOR

16. Reflection/Meditation Room – NA
   - Convert existing storage room 201, used by Events’ customers, to Reflection/Meditation space
   - New net total square footage: 140 sf (+140 sf)
   - Light remodel of space: 140 sf x $40/sf = $5,600
   - If foot wash station is desired within space, then cost will increase

Subtotal: Second Level Construction Cost - $5,600

THIRD FLOOR

   - Remodel of north portion of third floor: 1,388 sf x $80/sf = $110,640
   - Remodel of south portion of third floor: 1,850 sf x $80/sf = $148,000
   - Total cost associated with 3rd floor: $258,640

18. Multicultural Affairs Staff Offices – Not currently located in Union
   - Allocate offices 310, 310A and 312 for private office and consultation
   - New net square footage: 301 sf (Current sq. ft. unknown)
   - Very minor power/data/finish upgrades to offices 310, 310A and 312; $70/sf x 301 sf = $21,000
   - If full remodel of these two offices is desired then cost will increase to $30/sf

19. Veterans Service Center – Not currently located in Union
   - Allocate south portion of floor for office space – 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402 and 403
   - Add cross-corridor door just north of elevator lobby for second entrance only. door cannot be locked to maintain proper exiting
   - New net square footage: 1,650 sf (Current sq. ft. unknown)
   - Remodel of south portion of third floor: 1,850 sf x $80/sf = $148,000
   - Add cross-corridor door just south of elevator lobby: $3,000

Subtotal: Third Level Construction Cost - $258,640

FOURTH FLOOR

20. Custodial Office/Break Room – 369 sf – 401, 402 and 403
   - Contingent relocation to lower level, former FSE offices
   - Fourth floor spaces 401, 402 and 403 to be used for student media storage only due to exiting concerns

Subtotal: Fourth Level Construction Cost - $0

Subtotal: Construction Cost – all floors combined: $885,500

Wyoming Union Visioning Study Narrative and Cost Estimate
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Estimating/Scope of Work Contingency: $132,838
Third Floor Asbestos Abatement Contingency: $50,000
Total Conceptual Construction Estimate: $1,068,328
CHARRETTE MINUTES

Minutes from Visioning Charrette
February 10th and 11th, 2016

Wyoming Union Visioning Study
University of Wyoming
Laramie, WY

The following six questions were asked of each user group/subset holder:

- Current staffing/usage and future staffing projections?
- Current space allocation (what works/doesn’t work)?
- Required adjacency?
- What should be in the Union, but currently isn’t?
- What is currently in the Union, but could be elsewhere?
- If possible, what would you like to see changed with regard to space and layout?

Wednesday – February 10th – Wyoming Union Senate Chambers

Questions - Events, Custodial, Information Desk/Pete’s Game Room, Marketing (8:00 – 8:40)

Custodial

- Generally felt their current staffing of 8 was sufficient for the size of building and usage. Their space on the 4th floor is difficult to access and is “off the beaten path”. They see their last all day traveling to the 4th floor for breaks, etc. is not appealing. Emergency exits and ADA access are also issues. They typically use dining seating areas on the lower and main levels for their breaks.
- Their main storage is in a 4’ x 200’ FF room off the dock. This is where they store large pieces of equipment such as floor scrubbers, etc. Dennis suggested increasing the door size into this space to improve equipment move-in/move-out.
- They also have other smaller storage areas around the building.
- They could use more mop basins.

Information Desk/Pete’s Game Room

- The information desk is pretty large. Typically they only have one person working the desk but there are two workstations. The desk is always staffed if the building is open. There is a small storage room behind the desk.
- Game room is adequately sized but they could always use more space. There are 5 long billiards tables, 1 ‘7-9’ table, 1 ping pong table and 2 Xbox stations. They would like to replace the ‘7-9’ table with a ‘9’ table. The Game Room also has a bowling lane, dart board, and shuffle board.
- They have sanctioned billiards tournaments.
- One question they are asked regularly is, “where are the restrooms?” especially for men on the main level. There is a women’s restroom near the west entry, but the only men’s restroom is in the very far NE corner of the building.

Marketing: (We ran out of time before we were able to get to the Marketing group, however, they provided the following feedback to Tricia after the charrette.)

- They should be located near CAC and SLCE, but not connected via interior doors.
- Being located near the administration office suite is also preferred.
- They are currently in space D10, which is about 400 SF with 1 full-time staff member and 8 part-time student employees. There is now private office within the space.
- Students like the open/shared work space but it is very crowded and overheats quickly due to the number of people and computers in the space.

Follow Up with Previous Group, if needed (3:30 – 4:10) – Move to a different meeting room or lounge space

- We followed up with Events because we ran out of time in the first session.
- Their office space is on the 2nd floor near the main west stair and close to the family room, ballrooms and other meeting spaces. It is important that they stay in this location since they schedule and manage most of the second level.
- It is very tight in their space with 5 half-time staff and one half-time staff. No private offices to meet with customers.
- Storage is lacking. Sometimes they have to take meeting room spaces offline and use them for temporary storage for user groups.
- They have a priority scheduling system –
  1. Legislative Meetings, i.e., ASUW, Faculty Senate and Staff Senate
  2. Official University Functions, i.e., President’s Coronation, Homecoming, Family Weekend
  3. Recognized Student Organizations, Union Programs & ASUW Programs/Events
  4. University Departments, Offices, and Relatives Meeting/Events
  5. Off-Campus Organizations, i.e., wedding receptions, community events
- Large scale events have shifted to other locations (i.e. Gateway Center, Conference Center) but have been booked with student groups. Someone noted that people being unable to secure alcohol may be causing events to move to other venues that do allow it.
- Ballroom usage is down on weekdays during the day, but evenings and weekends are still busy.
- Program spaces include the Skyline Lounge, the Gardens and Pete’s Game Room.
- It was expressed that the conference spaces should not be scheduled more than 50-60% in order to allow for proper turnover and prep before events.

Student Media (8:45 – 9:25)

- Publications include The Branding Iron newspaper, Orientation Guide, eNews magazine, Ranch online student magazine and the Okie Water Review
- Currently have 2 full time staff with 3rd position frozen.
- They could effectively work in 2/3 of their existing space if it was laid out correctly. The existing 3rd floor space was not included in the 2000 remodel, so the finishes are very dated and worn.
- They have intentionally held off on making any physical upgrades to their current space, not knowing if they would remain in the space. There are definite needs for electrical and AV/IT upgrades, in addition to the spatial layout and finishes.
- Electrical/breakers trip if they have too much equipment running at once due to the increased electrical demand of computers, video equipment, space heaters, stereo, fridge, etc. the original building was wired for what has evolved. They have to stagger usage to keep it from happening.
- They have 4 computers for graphics, 2 computers for editors, as well as computers for writers. They want their student staff to do their work in the suite, but sometimes space/equipment doesn’t allow for it.
- Right now, access to the building is only available when the building is open unless special authorization is given on a very limited basis. They would like to have access until midnight, which fits with union hours, or even later.
- They have a green screen/TV studio space where they do short video clips.
- There was extensive discussion on the state of various print media, particularly the newspaper. However, it was noted that print advertising is still the only type that makes money. The local businesses that advertise in the Branding Iron have been slow to embrace social media ads such as Twitter or Facebook.
- It was noted that newspapers are trending away from style and national news and going with more local "refrigerator" news.
- They like being in the Union but could also be in a different building as long as they are centrally located on campus. However, as noted above, after hours building access is critical which is why the Union, with its late hours, makes sense.
- Sara noted that she thinks Student Media should be in the Union but maybe not have as much space.
Tristan clarified that they rebranded themselves a few years ago as Fraternity & Sorority Life (FSL), instead of Greek Life. Paige and Andrew also participated in the discussion. They are the current presidents of Panhel Council and Interfraternity Council, respectively. They currently use the Senate Chambers for their governing board meetings.

Sean Blackburn noted that he would like to see a Leadership Center in the lower level.

They were previously in the lower level of the Union, offices D45 and D46A, but are currently renting space in the Roppel II fraternity house. However, their lease is up at the end of June and they definitely want to move back into the Union.

If they for some reason could not come back to the Union, their second choice would be in the Washakie Building.

When they were in their previous space they shared the conference room in the ASU/W suite.

People still go to D45 thinking their office is still in the Union even though they haven’t been there for a couple of years.

We discussed the viability of the 3rd floor space, if we could find a different space for Student Media. This was generally not well received because they want space near the other student-centric spaces such as UWC, CAS and SUC, with which they interact daily.

They need two private offices – a reception/office of the space and storage for presentation materials. Total would be 500-700 SF. Currently, there is one FTE (Tristan), one graduate assistant (20 hrs/week) and 2 work-study student (12-17 hrs/week). If they continue to grow one more part-time or full-time staff member would be needed.

Chis Malek noted that campus standard private offices range from 125 to 150 SF, and 64 workspace is 70 SF.

Currently: 14 chaperons with approx. 560 members total. They are definitely growing because there were 380 members in the fall of 2014. Tristan projected 700-800 members in a few years. Currently, eight fraternities and two sororities have expressed interest in UW.

They participate in many programs and activities including Manpower Resource, Homecoming, Cowboy Connect, Casino Night, Summer Orientation, athletics events, and they help students move into the residence halls.

Assoc. Students of the Univ. of Wyoming (ASU/W): Assoc. Student Technical Services (ASTEC) (3025 – 1.500)

Six people from ASU/W and ASTEC were able to attend the session. They handed out 4-5 pages of concerns they had prepared based on the questions we provided.

ASTEC currently has 2 full-time professional staff members, 2 student programmers, 1 student office assistant (3-3.5 hrs/week) and 10-13 student staff members. Their primary office is in D45 (very tight) and they also have a work room 031. They do not have space to accommodate all the student staff. They also store regularly used equipment in D45 since 1996, which has temporarily vacated that space. They also use almost 1/2 of the boiler room storage 032.

ASU/W is at capacity in their current space. They are sharing offices right now, so they could add another executive. Currently do not have one FTE so when their space is filled, they will need another 1-2 offices.

Conference room D20A within their suite is heavily used. Up to 30 students use the space when it is not being used as a conference room.

The accounting office D01 is accessible only through office D02, which is very disruptive.

They would like separate conference and work spaces.

Resource Centers: Multicultural, Rainbow, Nontraditional and Women’s (11:10 – 11:50)

• Multicultural (MRC)
  
  Central opened by explaining how the MRC function, i.e., serving numerous different ethnic groups, providing support services and promoting intercultural awareness. It is an large space, so sometimes if one group is heavily using the space then other groups might feel like it is not available to them. Ideally each ethnic group would have their own smaller space with one larger shared space. However, due to space limitations, they understand that this is probably not possible.

  • MRC has 1 full-time staff member and 3 part-time work-study students working 15-15 hrs/week.
  
  • There are 8 computers and 2 printers in the space. 1200 users log on to computers each semester.
  
  • It is a social space as well as an academic space, although sometimes the social aspect takes over.

  • It lacks a private office.

  • Five student groups have storage space within the MRC.

  • According to Central, 11% of students identify as a domestic minority.

  • There are currently two professional staff members with offices in front half that really should be in or near the MRC so they can deal with student issues that arise frequently and need immediate attention.

  • Rainbow Resource Center, Non-traditional & Women’s Resource Center.

  • Their space is directly across the hall from the MRC. They have 1 FTE plus 2 part-time work-study students (9-11 hrs/week).

  • They like their location on the main level near the front entry, but it is too small. They also value being on a secondary floor so it is a little quieter.

  • They would like to expand their library.

  • Additional programming space is needed.

  • Space 123 serves as a private advising space for the MRC, RNC and NTWRC. It also serves as a faciliation space for non-major women’s.

  • One suggestion was to make the small women’s room by the west entry into a single occupancy gender neutral/family restroom, since the only other single-person restroom is on the second floor.

  • The MRC runs a program called WISE – Women in Math, Science and Engineering.

  • Of the total student population, 50-52% are women, with the nontraditional and 35-36% (LBGT).

Campus Activities Center (CAC) (Wednesday, 1:00 – 1:40)

• Currently have 4 full-time staff, 1 grad, 5 student programmes, 1 summer programmer – 20 hrs/week and 1 full time cross coordinator. Long term they would like to add 1 additional programmer.

• There are 225 different registered service organizations (RSOs), of which 28 are non this year.

• 3DP registered events this semester with 42% of those occurring within the Union – mostly in the ballroom or family room.

• They like the open central space to their suite. However, they need more nuance and more 150 work stations.

• Need more storage for ISO’s. Standard booth size generally works for each group.

• Shared offices include CAS, ASTEC, ASU/W and SUC.

• Someone suggested a “Service Center” for CAS, SUC and SUC, but not ASU/W. They need their own suite nearby.

• They would love a movie theater in the building. The family room or Senate Chambers are currently used but they are insufficient. The quality of the chairs and AV is inadequate. A micro-theater idea was suggested. It would need to be added with comfortable chairs and seating for up to 150.

• A stand up performance space is desired. The ceiling in the ballroom is too low to accommodate this use.

• More power and high-speed will in all venues.

• Spaces they felt weren’t necessarily needed in the Union were: student media, copy center, computer lab, bank space, reduce bookstore size, free space in the closest lounge.

• Things they would like to see changed include: The Gardens as its own space with , higher ceilings in ballrooms, green room for performers, more visibility for the art gallery, break room for union employees, reduced columns size (were bigger than they need to be), flip Gardens and game room, concrete floor in gallery instead of carpet and frozen/flag machines for events.

Service, Leadership & Community Engagement (SLC) (Wednesday, 1:45 – 2:35)

• Stated provided a 6-FPQ handout outlining their concerns, and gave an overview of their programs. They currently spread out on the lower level in 3 different areas which makes it hard to foster a collaborative environment. However, they like being close to CAS, marketing, admin and ASU/W.
Erin's office is actually in the administrative office suite. She has the only private office. Two professional coordinators share a second office. Two graduate assistants, 14 alternative break student leaders and 50 Street Team student leaders share the third space.

They lack a "front desk" to assist customers.

Office layout is affecting productivity and they have confidentiality issues as well. Most of the time they go outside of the office suite to find a quiet place elsewhere in the Union.

They continue to see their programs grow but they lack space to accommodate this growth.

Someone suggested that all student-centric user groups should be on the main level.

Most of their meetings occur in the afternoon — usually creates conflicts between groups.

Would be willing to share conference/meeting spaces with CAC, ASEE, AITEC, TLS, etc.

They have 7 computers used by 25 students.

They have 3 full-time employees and 5 part-time student workers.

Need storage space.

Would like to add a service-learning resource library, but have no room in the current spaces.

General Student Body (2:45 – 3:25)

Four students participated in this session, but one had to leave for class after about 15 minutes.

We asked why they come to the Union, with the following responses:

1. Cut through the breezeway to get a break from the weather
2. Purchase food
3. Visit the University Store
4. Attend meetings or program functions
5. Watch TV

Three of the students liked the best part of the existing offerings, while the other preferred Rondo. Everyone was also very complimentary of Rondo.

Thursday – February 11th – Wyoming Union Senate Chambers

University Store (Thursday; 8:00 – 9:40)

Misty, the store manager, opened the discussion explaining how the basic operation of the store works and who manages what division.

There have been significant operational changes in the last five years, from in-store to online sales. They have added one full-time and one half-time staff positions related to online sales. They no longer need to add any staff in the foreseeable future based on their current space usage.

There is a need for a 30-H granddaughter space for online sales. Currently they photograph right out on the floor.

Misty noted that the trend they are seeing at other union bookstores is to provide a lounging space where patrons can hang out for extended periods with soft seating and amenities such as a coffee shop.

They need more conference room space, as well as prep space for processing products that is received.

It was noted that the opening of the Gateway Center has definitely affected foot traffic within the store.

Although the Union is the hub of campus during the week, it does not seem to be the hub during the weekends like it used to be.

They would love to take over the space currently occupied by the information desk to get more foot traffic along the main east/west breezeway. They like the bank space.

Five years ago, textbook sales accounted for 60% of sales, but now it is down to 51%. Clothing is 3%. Technology is 6%. Office supplies and miscellaneous items are 45%.

During fall semester they take 4,500 book orders and spring semester it is about 3,000.

There are four merchandise categories — clothing, art, office supplies, technology and books.

There was a suggestion to combine the copy center and store along with a packaging/shipping space into one larger space to better serve the students.

Someone suggested that the B office move from Knight Hall into the Union.

Someone suggested that a parking/transit office near the east entry could make sense.

The Senate Chambers are used for cap/gown distribution in May — one full week.

The store is deficient in prep space and future storage.

It would be nice to have an exterior entry to the University Store to operate different hours than the Union.

Some people confuse the Brown n Gold outlet near the Gateway Center as being associated with the University Store. However, it is a separate private business that competes with the University Store.

Copy Center (9:45 – 9:50)

The Copy Center located on their current space around 2000, and was remodeled approximately 2-1/2 years ago.

They like their main floor location near the west entry. It is easy for students to find and is centrally located on campus. They could not see themselves in a different location within the building on in a different campus building. They like being next to the University Store.

Course packs account for about 26% of their sales. 80% is from walk-in traffic or small orders.

Students generate about 15% of their revenue.

They offer free delivery. The majority of their deliveries are carried through the breezeway to the east entry, down the ramp, and to their delivery truck in the east parking lot.

They receive bulk supply deliveries at the dock, then bring it from the back hallway through the public space of the Union.

They get numerous inquiries per day asking where they can print to from the computer just outside their entry in the open lounge.

Students will work on the computers in the adjacent lounge, come in to the center to print, and many times go back out to the computers to make revisions before reprinting.

The storage room on the lower level is adequate. They also use the space for production work such as printing/fundraising, etc.

John's office is in the space on the lower level. Sometimes he will (work up) the west stair, and the stairwell to the elevator, then come back into the building through the west door just north of the center. This is faster than going to the main west interior stair.

Dining Services (9:30 – 10:15)

Martina noted that they only have about 1,300 sq ft of 80-H space, which includes about 200 sq ft for an office and walk-in center, for a 51+ person operation, which is really small. As a minimum, they would love to be able to have the 5’ wide service hallway to increase their prep/storage space. They also need hood space.

They have the front and center location of the Rolling Mill, but it is problematic in that it is not in the middle of the public area with no 80-H space or even a back wall. It is not secure and they have to do prep work right out in front of the clientele. If it could be shifted to a different space in the same area that would be helpful. They would like to expand the menu, such as offering sandwiches. They suggested that maybe it could be combined with C’s.

Eric noted that there is a real concern that the health department could shut them down since there is no way to completely secure the space. The thought is that the person at the front information desk can keep an eye on the Rolling Mill venue, but during dinner times there might not be someone at the desk. So far, the health department hasn’t made an issue, however they had a similar condition at another venue and they were forced to shut down because someone complained with their product.

Rondo is another food venue they operate in an adjacent building. Numerous people throughout the two days of sessions said they really like it.

Martina noted there are approximately 496 "hard seats" for dining throughout the building, which is not enough for peak meal periods. That includes main level and lower level but not soft seating.
There was considerable discussion about the need to add another venue, where it should be located and what concept it should be. There were numerous suggestions including chicken, burgers, sandwiches, Mexican and Mediterranean. Eric noted that from their last campus-wide survey, chicken was the number one request, specifically Chick-Fil-A. Robert Gerbert’s Sandwich Shop was also mentioned.

Eric noted that UW is their own franchise for Panda and Pita and that they would most likely be the same for any national brand brought into the Union. The other option is to develop their own concept for one of the decided food types noted above.

We discussed if the space currently leased by the bank could be used for another venue. However, that space is directly below the ballrooms, which makes routing of necessary exhaust ductwork to the roof very difficult, if not impossible.

We also discussed if another venue could be added to the west of Panda, within space currently utilized by the university store. This would give them direct 2041 access to the dock. However, the queueing space would be in a dead-end area which is already congested when Panda is busy.

One suggestion was to move the internal store stair to the lower level, fill the existing stair open and use it for a venue. This would spread out the queue line while still be fairly close to 2041 spaces.

Marta noted that if a new major venue was built, hard seating would need to be increased by 80-120 to accommodate the additional traffic. (HOSP noted to use a 1:50/1:60 factor which equates to 1,200/1,800 SWG for this added seating.)

Panda currently serves about 600 customers per day. Panda and Pita seem to be the two most popular venues. Several people noted that the high/low venue concept venue doesn’t seem to be busy. Eric noted the high concept venue is very small so what can go in there is very limited. It would have to be combined with the pizza venue to make it functional for one of the possible vendors noted above. Even combining them, it would still be on the small side.

2041 storage and prep space is lacking. Prep space for all the venues is combined within the 1,300 SWG noted above.

The total transactions per day for all the venues combined in the union is 2,300-3,000, including about 1,000/ 1,200 at GA.

CL is in need of more storage and more showroom, if possible. Prep suggested that an empiricism concept might work. This would help to move the storage brought up by the University store staff that sometimes on weekends there is no food space open in the facility, and that people complain to them about this issue.

We quickly discussed the circular path that catering has to take from the dock to the ballrooms, and that the catering kitchen upstairs is too small to properly prepare meals. It was suggested that all the kitchen equipment should be removed if it is not being used. However, Kim noted that the kitchen is used by other outside vendors at times, not just the 1600 catering staff.

There were extensive discussions regarding the lower level spaces, i.e., The Garden, gaming area, Skylight lounge and the computer commons. One suggestion was to move the bar out of the middle open area, create more of a coffee house/ambiance offering coffee all the time and beer on select evenings. Eric suggested a coffee roaster so they can roast/brew their own coffee.

It was suggested to move the bar to the SC corner where the food service offices are currently located. (During our building walk at the end of the 2nd day session, Eric noted that the ceiling height in that area is very low which may impede the overall desired ambiance.)

We also discussed rotating local restaurant concept for the additional venues noted above.

It was noted that the unions cannot advertise that they sell beer in the Gardens; only the bar or program that goes along with it.

We discussed the issue of poor flow around the Rolling Mill. It is confusing where the lines for ordering and pickup start and stop.

Follow Up with Previous Group (1:45 – 2:25)

• Derek from Catering came back since we ran out of time during the Closing session.
  • He reiterated the difficulty of bringing prepared food from the dock, down one elevator to the lower level, through a book hall to a different elevator and then up to the 2nd floor.
  • He was again noted that the kitchen on the 2nd floor is too small for it to be useful for them. They do rely on very minor refreshment work in the space. However, they do use the 2041 space to start clean up and dishwashing while the event is going on. They then finish the work off site.
  • Catering food is currently prepped in Conwell hall and then transported to various spaces on campus.
  • Catering business has tripled since taking over the conference center at the Hilton Gardens.

Faculty (10:25 – 11:05)

• Bob came to the meeting to suggest that a UPS Store is needed in the Union. He discussed that the University Store provides a similar service, but it is at the back of the store so it is somewhat inconvenient and most people aren’t aware of it.
• Bob also suggested that an Amazon store or kiosks could be a possibility.

Staff (11:10 – 11:50)

• We discussed numerous topics related to various spaces within the Union during this session.
  • The pizza and food venues do not appear to be popular. There seems to be a line. It was noted that much of the space’s business is whole pizzas being delivered to various spaces within the building or by the diners at the student center.
  • The queuing lines for Pita and Panda are long and that there is not a designated takeout/pickup order line.
  • The lower level overall is underutilized.
  • Someone suggested to see more visibility for the student groups. They felt like they were “stuck downstairs.” They suggested that the student group spaces be moved to the main level and shift all the food venues downstairs. However, it was noted that prior to the 2000 major renovation all the food venues were downstairs and they could not stay in business because of that fact.
  • Career Services holds a job fair in the ballrooms and it is very hard to move materials up to the second level.
  • The new bus transit stop, related fencing, sidewalks and loading dock traffic makes the circulation patterns “weird.” The radio station-to-studio, Skyline, Venues and zooms fair were also mentioned.
  • There was discussion about the new Half-Acre Gym entrance near the loading dock causing safety concerns. Delivery trucks now have to back up across a sidewalk/adjacent lawn crossing which is heavily used now that before the gym entrance was constructed. Eric and Kim noted that they had raised this concern when the Half-Acre Gym was being designed but the entrance was still placed at the SC corner.
  • Someone raised the fact that the lower level is “hidden away.” They like to go down there because they can find a quiet space to have lunch with a friend and can actually carry on a conversation. Often they sit in the high-top seats in the balcony area because that space is not being used.
  • Would like outdoor seating on the East and West sides of the building.
  • There was a request for a frozen Greek type concept – fresh salads, soup and sandwiches including the ambiance in the area near the courtyard.
  • Floor downstairs is confusing; need better wayfinding.
  • Union lacks outdoor space. We discussed the difficulties of usable outdoor space usage because of the climate in Laramie. One possibility is to integrate a garden plaza space with the idea of a lower level entry point to help protect patrons from prevailing winds.

Veteran’s Center (12:00 – 1:00)

• Marty was asked to join us for working lunch to discuss if the Veteran’s Center should be in the Union.
• Marty was very adamant that he didn’t feel the Veteran’s Center would be appropriate in the Union. He said that many of the veterans he helps are TBI or some other type of anxiety and that the large crowds with related noise can be
very difficult for them to deal with. He also said some people have service dogs to help them and
many times students want to pet the service animals.

- The Board of Trustees reported the following:
  - They are currently located on the 2nd floor of the Union.
  - They are looking to expand with the need for additional office and lounge space.
  - They are trying to help veterans get comfortable on campus during the first year or two.
  - They are trying to assist them back into regular activities that occur in the Union.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.

- The Board of Trustees also discussed the following:
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.
  - They are trying very hard to help them.

General Student Body (1:00 – 1:40)

- Three students came to this open session. All of them use one of the resource centers — Multi-Cultural,
  - A quiet prayer or reflection space is needed.
  - One student asked for a quiet study area.
  - A couple of them said they liked having the art gallery in the building even though it seems to be
  - Under-used.
  - One suggested the local restaurant. Sweet Melissa's should be the new food venue.
  - We discussed the concept of shared food venues, with varying concepts coming in different days of
  - The week,
  - Need more of a coffee shop/house atmosphere for the coffee venue.
  - Would like more space for quiet study and for programming.
  - Would like to see more in the Game Room.
  - Canteen is not useful. Maybe convert to study rooms?
  - Discussed the concept of the Bookstore being in the University Store.
  - Mexican was mentioned as a desired food choice.

Union Board (2:40 – 3:20)

- Mark Collier attended and we did a general recap of the previous sessions.

Recap with Core Visioning Team (3:30 – 4:30)

Most core team members were able to attend some of the sessions. We skipped the recap and did a
building walk with Peg, Darcy, Mark, Eric, Shawn and Rich.

- We walked the Back of House (BOH) food service area including the difficult routing between the
  dock and the building.
- We also observed the staff in the transitions from standard open seating in the Garden to a
  performance arrangement with the kitchen.
- The staff was moving large boxes on wheels to act as space dividers to control where the food service area could be in the space. It seemed to be a very
  complex task with numerous staff required to make it happen.
- It seemed to be more difficult because the working bar is in the middle of the big open area so
  many space dividers were required to “enclose” the space.

Prepared by: Brad Matly
Reviewed by: Peg Todd, Darcy DeArmond, Eric Wells, Matt Newman and Shawn Moscrip
AGENDA ITEM TITLE:
Albany Community Health Clinic Lease at 1174 N. 22nd Street, Laramie, WY, Mai/Decker/Jones

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other  Specify:  Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
This agenda item is to request approval for a Medical Office Building Lease Agreement between the University of Wyoming and Kent and Nicko Kleppinger for a medical clinic located at 1174 N. 22nd Street, Laramie, Wyoming. The Albany Community Health Clinic (ACHC) is requesting to relocate from its current location at 920 Sheridan, Laramie, Wyoming to 1174 N. 22nd Street, Laramie, Wyoming.

The ACHC opened April 5, 2017 to increase the value of the Educational Health Center of Wyoming (EHCW) for the University and state by expanding the communities it serves both clinically and in the education of health care professionals. The clinic is operated by UW’s EHCW. It is funded by a Health Resources and Services Administration new Access Point Grant as a Federally Qualified Health Center, in addition to clinic revenue. The lease for the current location at 920 Sheridan was for a two (2) year term beginning March 13, 2017 and ending March 12, 2019. The building at 920 Sheridan was sold to Heart to Heart, a Wyoming nonprofit healthcare corporation, on May 19, 2017.

The ACHC is increasingly becoming a site for inter-professional education, practice, and research. Since opening, the clinic has experienced growth in a short time, including being awarded a mental health grant resulting in the hiring of a counselor and Psychiatric Nurse Practitioner. The existing space has a total of six exam rooms and one treatment room. Two of these exam rooms are being utilized as offices due to the lack of space available in the current facility. Given the continued growth of the clinic, a new facility is needed within the next 3-6 months to accommodate additional patient capacity and allow for additional inter-professional coordination with a wider spectrum of medical specialists.

The base rent rate for the current facility is $51,420 annually for 2,374 square feet of usable space or $21.66 per square foot. To facilitate UW’s use of the space, the owner completed modifications which cost $4,467.75. UW agreed to reimburse the owner over the term of the lease. This resulted in an effective annual rent rate of $53,653.88, or $22.60 per square foot for the term. The University can terminate the current lease agreement upon 90 days’ advance notice to the Lessor. Upon termination of the current lease, the pro-rated rent due for the month of termination would be due to the Lessor, in addition to the balance of the modification reimbursement. The balance of the costs to be reimbursed for the modifications would be $1,321.74, if terminated toward the beginning of August to accommodate the 90 days’ advance notice in the current lease agreement.

A new location has been identified by ACHC and EHCW for the clinic in a medical office building. The rent is within the ACHC budget and the location has available space to meet current program needs and future growth. The new location is at 1174 N. 22nd Street in Laramie and is owned by Kent and Nicko Kleppinger.
The proposed new facility location contains twelve exam rooms, one lounge/classroom, and three offices within 3,679 sq. ft. of usable space. There are minimal modifications needed to the space for the clinic to relocate. The base annual rent is proposed to be graduated throughout the term as follows:

- Year One = $60,000.00 ($16.31 per sq. ft. per annum)
- Year Two = $72,000.00 (19.57 per sq. ft. per annum)
- Years Three through Five = $78,000.00 each year ($21.20 per sq. ft. per annum)

A review of available market data for clinical office space available for lease in Laramie indicates a rental rate of $17 to $19 per square foot. Cheyenne also has five clinical offices available for lease renting at $18 per square foot. After reviewing these lease rent rates, the rate the University is paying at the current location, and the proposed rent rate at the new location, the proposed annual rent for the term of the agreement at the new location is supported and within the acceptable range of below $17 per square foot to $22.60 per square foot. The EHCW Board of Directors supports the relocation of the clinic to the new location, which has adequate space to allow for an increase in potential clinic revenue.

At the direction of the Facilities Contracting Committee, the administration has finalized a draft of the Medical Office Building Lease Agreement with Kent M. Kleppinger and Nicko Kleppinger at 1174 North 22nd Street, Laramie, Wyoming for the new clinic location, which is attached. The lease for the new location is proposed for a term of five (5) years with a commencement date of August 1, 2018 and option to renew for additional periods as agreed upon between the parties. The lease also includes a clause allowing the University to terminate upon 90 days’ written notice if the University needs to relocate or close its medical practice, or if required by the terms of its federal grant.

If approved by this Board, the lease will be executed by the Lessor and the University.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
At the June 2016 Board meeting, the Board approved the concept of applying for a Health Resources and Services Administration new Access Point grant to establish a Federally Qualified Health Center in Laramie under the UW Educational Health Center of Wyoming umbrella. At the July 2016 Board meeting, the Board approved the submittal of the grant application with the conditions that responsibility for oversight of the clinic would rest with the University, but that the clinic would rely solely on sources of non-state funds, including federal funding and clinic revenue. At the January 2017 Board meeting, the Board of Trustees received an update that the Educational Health Center new Access Point Grant was awarded to the University and that preparations to complete necessary agreements to open the clinic were underway to meet the grant’s requirements.

WHY THIS ITEM IS BEFORE THE BOARD:
Pursuant to Wyoming Statute 21-17-204, the Board of Trustees “may possess and use for the benefit of the institution all property of the university” and may “hold, manage, lease or dispose of, according to law, any real or personal estate as is conducive to the welfare of the institution.”

The administration requests that the Facilities Contracting Committee recommend to the full Board, approval to execute the Medical Office Building Lease Agreement with the Kleppingers for an initial five (5) year term, with an option to renew as agreed upon between the parties, if determined appropriate by the Facilities Contracting Committee.
ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the recommendation of the Board’s Facilities Contracting Committee.

PROPOSED MOTION:
“I move to authorize Administration to execute the Medical Office Building Lease Agreement with Kent M. Kleppinger and Nicko L. Kleppinger at 1174 North 22nd Street, Laramie, Wyoming, for an initial five (5) year term, with an option to renew as agreed upon between the parties, as presented to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
April 18, 2018

Statement from the Albany Community Health Clinic (ACHC) to the University Of Wyoming Board Of Trustees regarding the proposal to relocate from 920 East Sheridan, Suite A to 1174 N 22nd St, Laramie, Wyoming.

In order to better serve the University of Wyoming and the community of Albany County, the ACHC requests consideration of this proposal for re-location.

The Albany Community Health Clinic (ACHC) has seen a rapid growth in patient volume, student involvement, and staff over the past year. Given the high demand in the community for health services, and to be better able to provide opportunities for our students to acquire practical experience in the field, ACHC anticipates a need to expand in the near future. At the time the current space was leased, there was planned room for expansion of the clinic within the building. In November 2017, building ownership changed. As a result, this planned room for expansion is no longer available to the clinic. For these reasons, ACHC proposes to move the clinic to a larger and more visible location.

The ACHC is a FQHC (Federally Qualified Health Center), also known as a Community Health Center (CHC). FQHCs are medical facilities that are able to serve clients without regard to insurance status or ability to pay. FQHCs are funded through a renewable federal grant and receive enhanced Medicare and Medicaid reimbursement. FQHCs can accept private insurance and are able to offer a sliding fee scale for clients who earn 200% of the poverty line or below. Adding contracted medical services such as pediatrics and other specialty services would allow ACHC to attract and serve more clients in Albany County, and in particular, help to increase the percentage of clients with Medicare or Medicaid served by the clinic. Additional space will facilitate the provision of these services to members of the community who currently lack access to important care as well as strengthen the client-base of the clinic.

Since the opening of the ACHC on 4/5/17, the number of staff has increased from 2 FTE to 8 FTE and 2 part time employees, and more hires are expected. We have increased our services to include integrated behavioral health services after receiving the additional Access Increases in Mental Health and Substance Abuse (AIMS) grant. Additionally, we now offer laboratory services at the clinic. Patient volume continues to increase linearly each month as each provider grows their patient panel. As a result of this continued success, we have difficulty rooming our patients on our busiest days, due to insufficient space.

In addition to providing medical and behavioral health services to the community, the ACHC provides a training opportunity site for Health Sciences students. Currently, the ACHC is working with students from the School of Nursing Doctor of Nursing Practice program, the Counseling Education Training Center, and provides a twice weekly service learning opportunity for medical students in the WWAMI program. These are unique opportunities for our students to acquire practical experiences while providing important services to the community.

An increase in space will allow the medical and behavioral health providers at the ACHC to see patients simultaneously, and at a higher overall rate. A larger space will also provide sufficient room for continued education opportunities and expected expansion. The ability to expand as the clinic grows will allow ACHC to better serve the community, strengthen the client-base, and provide additional learning opportunities for students. If we remain in our current space, we will soon be unable to further increase our patient volume or services.
In researching currently available options, we have determined that there are very few move-in ready medical spaces available in the community. Other spaces currently available would require considerable renovation expense. Moreover, this decision is timely as the building owner would like to pursue selling or leasing this space in the near future.

Thank you for your careful consideration of this opportunity.

Respectfully Submitted,

Katy Hartman MD, Program Director, Albany Community Health Clinic

Comparison of locations:

920 E Sheridan Ste A
2,700 square feet
4 exam rooms, 1 treatment room
No conference or break room
Site with no room for expansion
Site has poor visibility
Site is located in a residential area
$22.60/square foot
Current medical facility, ADA compliant

1174 N 22nd St
4,250 square feet
10 exam rooms, 2 treatment rooms
1 conference room, 1 break room
Sufficient room for all expected expansion, plus additional expansion possible within the complex
Site has good visibility, located across from Laramie Middle School
Site is professional appearing, and is clustered with other complementary medical services such as Dr. Kleppenger’s pediatric practice, Laramie Reproductive Health, and Family Dentistry
Starting at $16.31 per square foot, increasing to $21.20 per square foot in the third year
Move in ready medical facility and ADA compliant
Cost Details:

**920 E Sheridan Ste A**

The base rent rate for the current facility at 920 E Sheridan Ste A is $51,420 annually for two years ($21.66/sf). To facilitate UW’s use of the space, the owner had modifications made which cost $4,467.75 and UW agreed to reimburse the owner over the term of the lease. This resulted in the effective annual rent rate of $53,653.88 ($22.60/sf) for the term.

**1174 N 22nd St**

The proposed lease term for the new facility at 1174 N 22nd St is 5 years. The base annual rent rate is graduated during the term as follows:

- Year One = $60,000.00 ($16.31/sf)
- Year Two = $72,000.00 ($19.57/sf)
- Years Three through Five = $78,000.00 ($21.20/sf)

*Properties considered prior to choosing 920 E Sheridan Ste A in 04/2017:*

- 411 S 21st St- extensive remodeling, HVAC work, and partitioning for exam/treatment rooms needed
- 1253 N 15th St- extensive remodeling, HVAC work needed
- 3131 Grand Ave- extensive remodeling, HVAC work needed, no ADA access
- 204 McCollum Dr- remodeling and HVAC work needed
- 2020 Grand Ave- remodeling and HVAC work needed

The 920 Sheridan site was chosen because it was “move-in ready” with minimal work needed and there was the opportunity for expansion at the time the decision was made.

*Additional properties considered prior to the proposal to move to 1174 N 22nd Street, Binford Square:*

- 401 Fremont St- extensive remodeling and plumbing required
- IMH Medical Office Building - cost per square foot prohibitive
- 506 S 21st St- extensive remodeling and plumbing required, cost per square foot was estimated to be $21.00/sq foot.

Several open locations in downtown Laramie, all required extensive remodeling, plumbing

1174 N 22nd Street was chosen because it was “move-in ready”, in an existing professional appearing medical complex, has room for continued increases in patient volume and expansion of services, and has a lower cost per square foot than our current space.
Albany Community Health Clinic Patient Volume Growth
Albany Community Health Clinic Patient Volume Growth

Average Patients per Day

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MEDICAL OFFICE BUILDING LEASE AGREEMENT

BETWEEN

KENT M. KLEPPINGER AND NICKO L. KLEPPINGER

AND

TRUSTEES OF THE UNIVERSITY OF WYOMING
MEDICAL OFFICE BUILDING LEASE AGREEMENT

THIS Medical Office Building Lease Agreement (hereinafter “Lease” or “Agreement”) is entered into as of the last date written below, by and between Kent M. Kleppinger and Nicko L. Kleppinger, husband and wife, residing at 2332 Holiday Drive, Laramie, Wyoming 82070 (“Lessor”), and the TRUSTEES OF THE UNIVERSITY OF WYOMING, a body corporate under the laws of the state of Wyoming, having its principal office located at Real Estate Operations, Dept. 4308, 1000, East University Ave., Laramie, Wyoming 82071 (“Tenant”), upon the terms and conditions set forth below. The parties to this Agreement wish to establish a lease relationship, as hereinafter described, to ensure their mutual success and define their respective rights and responsibilities each to the other.

1. **Purpose.** Lessor is owner of the real property located at 1174 North 22nd Street, Laramie, Wyoming 82072, which consists of land, use of a parking lot, landscaping, and a medical office building partially furnished with office furniture (“MOB”). This Lease sets forth the terms and conditions under which the Lessor leases to Tenant the MOB and certain shared and common areas in and around the MOB. The Lease provides the allocations of expenses which each party is to bear during the term of the Lease and each party’s remedies and rights upon the conclusion of the Lease or either party’s default in performance.

2. **Premises Leased.** Lessor does hereby lease and permit Tenant to enter upon, use and occupy for the purposes and on the conditions hereinafter set forth the MOB, commonly referred to as 1174 North 22nd Street, Laramie, Wyoming, and more specifically described as Condominium Unit 3 in Binford Square, City of Laramie, Albany County, Wyoming, consisting of 4,225 rentable square feet and including any common areas of the MOB, which are used by Tenant, Lessor and other owners, occupants, and invitees of Binford Square.

3. **Permitted Medical Practice.** The MOB will be used by Tenant for the operation and conduct of a practice of Family Practice and/or Primary Care medical practice, along with the services incident to the ordinary and customary a Family Care practice or Primary Care medical practice. In no event shall the premise be used for a Pediatric Medicine practice however nothing in this provision shall prohibit Tenant from treating pediatric patients in addition to adult patients as part of its general practice, so long as Tenant, its agents and employees, represent themselves only as Family Practitioners and do not use the terms “Pediatrician” or “Pediatrics” in describing or advertising the Tenant’s services. Tenant may use the MOB for the Permitted Medical Practice provided that Tenant, its agents and employees, will not individually and directly solicit, induce or try to persuade any known existing patient of Lessor to sever, terminate or limit its physician-patient relationship with Lessor in favor of another medical practice. PROVIDED HOWEVER, that this restriction does not prohibit Tenant from generally advertising its medical practice.

4. **Term.** Unless sooner terminated as hereinafter provided, the Lease Agreement shall remain in force and effect for a period beginning August 1st, 2018, and ending July 31st,
2023, provided, however, that Tenant shall have the option to renew this lease for an additional term as agreed to in writing by the Parties and consistent with paragraph 5.

5. Rental. Tenant shall pay to Lessor as rent for the MOB during the initial lease term, a total of $366,000.00, payable to Lessor without demand in monthly installments on the first day of each month, as follows:

   a. Months 1-12: $5,000.00 per month
   b. Months 13-24: $6,000.00 per month
   c. Months 25-60: $6,500.00 per month

If Tenant exercises its option to extend this lease, Tenant agrees to pay as rent during the Five (5) year extension period the sum of $390,000.00, to be paid in equal monthly installments of $6,500.00.

6. Due Date and Additional Rental Fees for Late Payments. The first and last rental installments (totaling $11,500.00) are due upon Tenant signing this Lease. Subsequent rental installments shall be paid in advance without notice or demand to Lessor or to whom Lessor may designate in writing, before the first (1st) day of each calendar month for the term of this Lease, and shall be delinquent on the fifth (5th) day of each such month. Tenant agrees to pay Lessor the rent as described herein and acknowledges that prompt payment of rent is of the essence of this Lease. Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay rent. In the event Tenant fails to pay any monthly installment of rent within five (5) calendar days of the due date of such installment, Tenant will pay, as additional rent, in addition to the monthly rent for such month, an amount equal to five percent (5.0%) of the monthly rent then in effect. Furthermore, Tenant will pay a late fee of one percent (1.0%) per month on all delinquent unpaid rent after 30 days of the day such payments were due. Such 1.0% per month late fee will be calculated from the due date of any such payments until the date received by Lessor. Said late charges and fees shall be deemed to be “rent” for purposes of state law, and not a penalty but an additional rental fee based upon possession or use of the items leased hereunder without payment of rent. The parties hereby agree that such additional rental fees represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Tenant. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise for Tenant’s failure to timely pay rent. In addition, such late sums shall be due and owing whether Lessor elects to terminate the lease or waive the default. In the event that any payment by Tenant is returned for insufficient funds (“NSF”) or if Tenant stops payment thereon, Tenant will pay $35.00 to Lessor for each such returned check, plus fees and late charges, as described above, until Lessor has received full payment. Furthermore, Lessor may require that Tenant pay all future payments by money order or cashier’s check. Lessor will apply all funds received from Tenant first to any non-base rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, then to rent, regardless of any notations on a check.
7. **Fair Market Rent.** All parties agree that the rents set forth in this Lease constitute fair market value for the MOB and those items and services included in the rents, that the rents are commercially reasonable, that it would be so in the absence of any referrals between Lessor and Tenant, that the rents have not been calculated by taking into account the value or volume of referrals generated between Lessor and Tenant, and that the MOB and those items and services included in the rents, do not constitute more space, or items and services than is reasonable and necessary for Tenant to conduct the medical practices anticipated for the MOB.

8. **Improvements.** Tenant shall not make any leasehold improvements without the prior written consent of Lessor. All alterations, additions, improvements and fixtures, including without limitation cabinetry, floor coverings, lighting fixtures, ducts, controls, heating or cooling, which may be made or installed upon the MOB and which in any manner are attached to the floors, walls or ceilings, are the property of Lessor when so installed, except that any trade or medical fixtures (specifically including but not limited to computer and phone systems) owned by Tenant and installed in the medical office suite portion of the MOB, remain the property of Tenant when so installed and may be removed at the end of this Lease.

9. **General Use and Compliance with Laws.** Tenant certifies that it will use the MOB as an office for the operation of a medical practice as set forth in Paragraph 3 above, and all activities incident thereto, and for no other purposes without the written consent of Lessor. Lessor certifies that the MOB, as of the date of occupancy, will comply with all applicable laws, ordinances, rules, regulations applicable to the property. Lessor and Tenant agree that they will maintain the portions of the MOB, for which they are responsible, respectively, under this Lease, in such a manner as to comply with all applicable laws, ordinances, rules and regulations.

10. **Limitations on Tenant’s Use.** Tenant shall not use the MOB in a way that conflicts or violates the Declaration of Condominium of Binford Square filed of record with the Albany County Clerk on September 28, 2016 as Document # 2016-5240 (“Covenants”), including but not limited to Paragraph 17 thereof.

11. **Condition of MOB.** The MOB is leased to Tenant in an “AS IS, WHERE IS” condition; Tenant has had the opportunity to inspect the condition of the MOB prior to occupancy, and Tenant’s taking possession will be conclusive evidence against Tenant that the MOB was then in good, safe, and clean order and satisfactory condition and that Tenant accepts the same “AS IS” and that the leased property was in good condition at the time possession was taken. Tenant agrees and accepts all furniture and fixtures “AS IS.” No promise of Lessor to alter, remodel, improve, repair, decorate or clean the MOB or any part thereof, and no representation respecting the condition of the MOB has been made to Tenant by Lessor, except as may be made herein. Tenant further takes possession of the MOB subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the MOB, and any covenants or restrictions of record, and accepts this Lease subject thereto. Lessor makes no warranty of habitability, warranty of fitness or other warranties as to the condition of the MOB. Neither Lessor nor any of its agents have made any representations.
with respect to the leased property except as expressly set forth herein and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Upon termination of the lease, possession of the MOB will be delivered to Lessor in as good and clean condition as the date Tenant has taken possession, less reasonable wear and tear. Tenant will be responsible for any costs required to return the MOB to such condition.

12. **No Pets, Animals.** No pets or animals, other than service animals, will be allowed on the MOB and Tenant and Lessor agree to enforce this pet and animal restriction.

13. **Quiet Possession.** If Tenant will perform all of the covenants and obligations herein provided to be performed by Tenant, Tenant will at all times during the Term have the peaceable and quiet enjoyment of possession of the medical office suite portion of the MOB without any manner of hindrance from Lessor or any persons lawfully claiming under Lessor.

14. **Maintenance and Repairs.** Tenant will be responsible for any routine cleaning, maintenance, and repairs of its interior leased space, which shall include such items as routine repairs of floors, walls, ceilings, and other parts of the MOB damaged or worn through normal occupancy, except for major mechanical systems or the roof. Tenant will keep the MOB in good order and condition, except for reasonable wear and tear, and will be responsible for any maintenance, repair or replacement of the MOB caused by the negligent act, omission, or willful misconduct of Tenant or Tenant’s officers, principals, directors, employees, agents, servants, subtenants, concessionaires, licensees, contractors, guests or invitees. Lessor will be responsible for all maintenance and repair that exceeds routine maintenance and repair of the interior and exterior of all components of the MOB, unless caused by the negligent act, omission or willful misconduct of Tenant or Tenant’s officers, principals, directors, employees, agents, servants, subtenants, concessionaires, licensees, contractors, guests or invitees. Tenant will give Lessor notice of any condition requiring repair by Lessor. Lessor must commence making such repair no later than thirty (30) days from the date of such notice and will diligently complete such repair. If Lessor fails to commence making such repair within thirty (30) days of the date notice has been given to Lessor, or does not diligently complete such repair, Tenant may make the repairs and costs paid by Tenant for such repairs may be offset against rent owed, so long as such costs are reasonable.

15. **Utilities.** Tenant will pay for all utilities such as city services, natural gas, and electricity for the MOB. On a monthly basis, Lessor will provide Tenant with copies of such utility bills. Tenant will have thirty (30) days from the date the bills are delivered to Tenant to pay or reimburse Lessor for such utilities charges. Tenant will be responsible for all of its own telephone, computer, or other charges not set forth in this Paragraph 16. Tenant’s options for such services may be subject to and limited by the Covenants.

16. **Real Property Taxes.** Lessor shall pay all real estate taxes assessed on the MOB. As used herein, the term "real property taxes" include any form of real estate tax or assessment,
general, special, ordinary or extraordinary, levy or tax (other than inheritance, income, estate taxes or otherwise) imposed on the MOB by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the MOB or in the real property of which the MOB is a part.

17. **Personal Property Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the MOB. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.

18. **Cleaning; Landscaping and Common Area Maintenance.** Tenant will be responsible for cleaning its lease space and shall keep the same in a good and clean condition. Tenant will clean the exterior windows upon reasonable request of Lessor. Other than Tenant’s windows, Lessor will clean the remaining exterior of the MOB, grounds, landscaping and parking lot, including, without limitation, snow removal for the sidewalks and parking lot. Lessor shall be responsible for and pay all Common Element Expenses associated with Binford Square and the MOB (as are described in more detail in that Declaration of Condominium of Binford Square that was recorded on September 28, 2016 as Doc. No. 2016-5240 in the records of the County Clerk, Albany County, Wyoming), and Tenant shall have no responsibility to pay any such charges.

19. **Parking.** Tenant and its employees and invitees shall be entitled to use the parking lot adjacent to the MOB, and Tenant shall encourage its employees to park on the north and south sides of the MOB.

20. **Assignment and Subletting.** Tenant will not assign, mortgage, encumber or otherwise transfer this Lease or its interests hereunder, in whole or in part, or sublet the MOB in whole or in part, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

21. **Security.** Tenant hereby acknowledges that the rental payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees from acts of third parties.

22. **Lessor’s Furniture and other Personal Property.** Lessor is providing the MOB as partially furnished, including certain furnishings, furniture and removable personal property in the MOB as identified on the attached Exhibit A. All such property will remain Lessor’s property and will remain in the MOB upon expiration or termination of this Lease. Tenant will repair any damage to such property except reasonable wear and tear or preexisting damage.
Upon termination of the lease, Lessor’s property will be returned to Lessor in as good and clean condition as the date Tenant took possession, less reasonable wear and tear.

23. **Tenant’s Furniture, Trade or Medical Fixtures and Equipment.** Tenant may install trade or medical fixtures, equipment, furnishings, furniture and removable personal property in the MOB, provided, that the same are installed and removed without permanent or structural damage to the MOB. All such property will remain Tenant’s property and will be removed by Tenant upon expiration or termination of this Lease, unless Lessor consents in writing that such need not be removed. Tenant will repair any damage to the MOB caused by such removal.

24. **Alterations.** Tenant will not make alterations, additions or changes in or to the MOB without the prior written consent of Lessor. In any event, Lessor may require Tenant to remove such alterations, additions or changes upon expiration or termination of this Lease. Tenant will repair any damage to the MOB caused by such removal. All alterations, additions or changes must be made in a competent manner with all new materials, unless recycled materials are approved by written consent of Lessor. Lessor, at Tenant’s request and at Lessor’s expense, has removed sinks and cabinets from two rooms Tenant intends to use as counseling rooms. Tenant agrees to store the cabinets during the term of this Lease, and reinstall them upon expiration or termination of this Lease, unless Lessor consents in writing that such need not be reinstalled.

25. **Signage.** Consistent with the provisions of the Covenants, including but not limited to Paragraph 17(c) thereof, Tenant, at its expense, may provide, at its cost, any interior or exterior signage identifying Tenant’s medical practice(s). Any such signage will be subject to Lessor’s prior written consent, said consent to not be unreasonably withheld.

26. **Mechanic’s Liens.** No person or entity will be entitled to any lien upon the MOB, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services or material claimed to have been performed or furnished to or for Tenant, or otherwise on account of any act or failure to act on the part of Tenant, and Tenant will neither cause nor permit the filing of any such lien. If any such lien claim or notice will be filed, Tenant will cause the same to be released or provide other satisfactory security to Lessor with respect to the same (which may be in the form of a bond or other assurance reasonably satisfactory to Lessor) within sixty (60) days; and if not so released or secured, Lessor, at its option, may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at a rate of 1.0% per month, will be deemed due and payable by Tenant immediately. Nothing in this Lease will be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the MOB; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic’s lien.
27. **Lessor’s Insurance.** Lessor will maintain during the Term fire, extended coverage, all-risk or similar casualty insurance for the MOB to the extent of the full insurable value thereof. Provided this lease has not otherwise been terminated, the insurance proceeds in case of loss or damage shall be used to restore the MOB as provided in this Lease, to the extent the proceeds are required for such purposes.

28. **Tenant’s Insurance.** Tenant shall maintain public liability and property damage insurance, providing for minimum coverage limits of not less than two hundred fifty thousand dollars ($250,000) for injury or death to any one person, five hundred thousand dollars ($500,000) for any one occurrence and not less than two million dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage (including property damage to other portions of Lessor’s building) insuring Tenant with respect to activities or occurrences on or in relation to the MOB and which may occur as a result of Tenant’s use of or control over the MOB. Tenant further agrees to indemnify and hold Lessor harmless from all claims for personal injuries, death and property damage which occur as the result of Tenant’s use of the MOB, in and about the MOB, or which result from any work done in and about the MOB by Tenant or any of its agents, representatives, employees or contractor.

The liability insurance policy/policies required under the terms of this Lease shall name Lessor as an additional insured. All insurance required by this Lease shall be obtained from a company approved by Lessor, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Lessor before the commencement of the term of this Lease. Not less than thirty (30) days prior to the expiration of any insurance policy required of Tenant under the terms of this Lease, Tenant shall deliver to Lessor evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. Tenant will notify Lessor with at least ten (10) days prior notice of any cancelation or material change in coverage.

Tenant, at its own expense and in its own discretion, may obtain and maintain insurance on Tenant’s personal property placed on the MOB. Except to the extent of damage or loss caused by Lessor negligence, Lessor shall have no responsibility to protect or replace any contents owned by Tenant or for the loss of any personal property of Tenant maintained on the MOB. Other than damage or loss caused by Tenant negligence and maintenance responsibilities contained herein, Tenant will not insure and has not responsibility to repair or replace any contents or personal property of Lessor maintained on the MOB. Lessor, at its own expense and in its own discretion, may obtain and maintain insurance on Lessor’s personal property.

29. **Suspension of Utility Services.** Notwithstanding anything to the contrary herein, the following will apply in the event of any failure, stoppage, interruption, suspension or unavailability of the utility services to the MOB (“Service Interruption”), unless the Service Interruption (a) is caused by the act or neglect of Tenant, or (b) affects all or a significant portion of the surrounding neighborhood. If any such Service Interruption will render all or a material
portion of the MOB unusable for Tenant’s normal operations, and such Service Interruption
continues for five (5) business days following notice to Lessor of such condition, then, Tenant’s
obligation to pay rent will be abated in the proportion that the unusable space bears to the total
MOB, from the expiration of such five (5) business-day period until the MOB (or the unusable
portion thereof) will be made usable for Tenant’s normal operations. In the event the Service
Interruption continues for a period of more than five (5) business days and Lessor has not
commenced using reasonable efforts to cure such Service Interruption, Tenant, at its option, may
use reasonable efforts to cure such Service Interruption and Tenant may offset against rent the
costs to cure such Service Interruption, so long as such costs to cure are reasonable.

30. Casualty Loss. If the MOB is destroyed by fire or other casualty, Lessor will
commence and thereafter proceed with reasonable diligence to repair, restore, replace or rebuild
the MOB to a condition substantially similar to that which the MOB were in immediately prior to
such casualty. If the MOB will be damaged by fire or other casualty, so as to render a substantial
portion of the MOB untenantable for the purposes set forth herein, rent will abate for any portion
of the MOB rendered untenantable by such fire or other casualty during the period the MOB
remains untenantable; however, if the fire or other casualty causing damage to the MOB will
have been caused by the negligence or willful misconduct of Tenant, its agents, or employees, no
abatement of the rent will occur.

Notwithstanding any other provision to the contrary, if the MOB is substantially damaged
or destroyed in whole by fire or other casualty at any time, either Lessor or Tenant may terminate
this Lease effective as of the date of the casualty loss, by giving notice to the other party within
sixty (60) days after the date of such casualty loss of such party’s election to terminate this
Lease. Upon the service of such Notice, this Lease, including all obligations of Lessor and
Tenant, will cease and expire on the date of the casualty loss as if such date were the date
originally fixed for the expiration of the Term. Notwithstanding the preceding provision, if the
damage or destruction is caused by the negligence or willful misconduct of Tenant, Tenant may
not terminate the Lease under this Paragraph; and Tenant will be liable for the amount of any
deductible under the insurance policy providing coverage for the damage or destruction. To the
extent that the provisions of this paragraph are inconsistent with the Covenants, the terms and
conditions of the Covenants shall control Lessor’s obligations under this paragraph.

31. Representations and Warranties. Tenant represents and warrants that at the
time of its signing this Lease, it has obtained all licenses, certifications, and permits required
under applicable law for the delivery of healthcare services at the MOB. Tenant further
represents and warrants that all persons performing medical and healthcare services in the MOB
under this Agreement are licensed, certified, or permitted, under applicable state law of the state
in which such services are to be provided, to perform the medical or healthcare services provided
in the MOB, and that they will provide services within the scope of their applicable license,
certification, or as permitted by applicable state law. All such persons will maintain, at no cost to
Lessor, any license, certification, or permit required under the applicable state law for each state
in which such person performs medical and healthcare services.
32. **Default.** Each of the following will constitute an “Event of Default” on the part of Tenant:

a. Failure to pay any installment of rent or other monies when due and payable under this Lease, if such failure continues for a period of ten (10) days after written notice of such failure is given by Lessor to Tenant.

b. Tenant vacating or abandoning the MOB.

c. Except as otherwise set forth below, default in the performance of any of Tenant’s non-payment obligations or covenants under this Lease, if such default continues for thirty (30) days after written notice thereof is given by Lessor to Tenant, provided, however, that if the obligation or covenant to be performed by Tenant is of such nature that the same cannot reasonably be performed or cured within such 30-day period, such default will not constitute an Event of Default if Tenant commences such performance or cure within said 30-day period and thereafter diligently undertakes to complete, and does so complete, the required performance or cure within a reasonable time.

d. A general assignment of this Lease by Tenant, for the benefit of creditors.

e. The filing of a voluntary petition by Tenant, seeking the rehabilitation, liquidation or reorganization of Tenant, under any law relating to bankruptcy, insolvency or other relief of debtors, or the filing of an involuntary petition by any of Tenant’s creditors, seeking any such relief, if not dismissed or otherwise removed within ninety (90) days.

f. The appointment of a receiver or other custodian to take possession of substantially all of Tenant’s assets or of this leasehold, if not dismissed or otherwise removed within ninety (90) days.

g. Entry of a court decree or order directing the winding up or liquidation of Tenant or of substantially all of its assets, if not reversed or otherwise removed within ninety (90) days; or any action by Tenant toward the dissolution or winding up of its affairs.

h. Attachment, execution or other judicial seizure of substantially all of Tenant’s assets or this leasehold, if not dismissed or otherwise removed within ninety (90) days.
33. **Lessor's Remedies.** Upon the occurrence of an Event of Default by Tenant, Lessor may, at its option:

a. Cure the default, and if Lessor pays any sum or incurs any expense in so doing, Tenant will be liable to reimburse the same to Lessor immediately upon demand;

b. Without terminating this Lease or Tenant’s obligations hereunder, including but not limited to Tenant’s obligation to pay rents, and with or without legal process, peaceably re-enter and retake possession of the MOB, and remove Tenant’s property therefrom and store or dispose of such property at the expense of Tenant, all without liability to Lessor or other persons for any such property so removed at the time of re-entry, except if caused solely by the willful act or gross negligence of Lessor. Provided that, in the event Lessor will re-enter or retake possession of the MOB, Lessor will also have an obligation to mitigate its damages by endeavoring to rent the premises to a third party for a reasonable rate and time. All rent collected from such third party, after payment of any costs, fees or expenses, including reasonable attorney fees, incurred by Lessor in re-entering or retaking possession, or as a result of Tenant’s default, will be credited against remaining future amounts owed by Tenant under this Lease;

c. Terminate this Lease by written notice to Tenant, without terminating Tenant’s obligations hereunder, including but not limited to Tenant’s obligation to pay Rent, offset by Lessor’s responsibility to make reasonable efforts to mitigate its damages;

d. Following termination of this Lease, recover from Tenant all rent and other amounts due and unpaid under the terms of this Lease as of the date of termination, together with such other amounts as may be recoverable under applicable law to compensate Lessor for all damages proximately caused by Tenant’s failure to perform its obligations under this Lease; and/or

e. Exercise or seek any other right or remedy allowed at law or in equity under the statutes or common law of the State of Wyoming.

34. **Right to Entry by Lessor.** Lessor will have the following rights without affecting an eviction or disturbance of Tenant’s use or possession or giving rise to any claim for offset or abatement of rent limited by the following notice requirements. Lessor may enter the MOB without notice in the event of emergency. In non-emergency situations, Lessor may exercise enter the MOB by giving written notice twenty-four (24) hours in advance to Tenant, or
a lessor period of time upon permission of Tenant. Lessor agrees to limit its entry to the MOB, as much as possible, to such times and in such a manner to cause the least disruption to Tenant’s medical practice, including minimizing potential breaches of patient confidentiality and HIPAA regulations.

35. Compliance with Laws and other Medical Statutes, Rules and Regulations. The parties intend this Lease comply, and the Lease shall be interpreted to comply, with all relevant laws and regulations, and all local, state and federal statutes, rules and regulations applicable to physicians and the medical industry (“Medical Regulations”). Specifically, the parties understand and agree that this Lease is intended to comply with certain safe harbors promulgated under the Medical Regulations. Both parties understand and agree that if the Medical Regulations change, or if the facts and circumstances relating to this Lease cause this Lease to no longer comply with the Medical Regulations, both parties will agree upon a modification to this Lease so that this Lease will comply with the Medical Regulations. If either party determines that this Lease violates any provision of law or regulation or may subject either party to fines, penalties, or adverse action under such law or regulation, the parties shall make a good faith effort to amend this Lease to comply with applicable law and regulations, and failing to do so, may terminate this Lease. Under no circumstances will this Lease be construed to require or obligate Tenant to utilize any of the services of Lessor or its affiliates, or for Lessor to utilize any of the services of Tenant. The parties warrant to each other that the payments by Tenant herein do not directly or indirectly benefit any person, other than Lessor, or entity in a position to make or influence referrals to the Tenant or benefits of items or services payable by Medicare, Medicaid, or any other Federal health care program. By execution of this Lease, any physician associated with Tenant or Lessor acknowledges that he/she has not, at any time been debarred or excluded from participation in Medicare or Medicaid and has not been convicted of a health care related criminal offense.

36. No Obligation to Refer. The parties acknowledge and agree that neither party shall have any obligation to refer any of its patients to the other. Nothing contained in this Lease will create any obligation or requirement that Tenant refer patients to Lessor or otherwise generate business for Lessor or its affiliates, or that Lessor refer patients to Tenant or otherwise generate business for Tenant or its affiliates. Lessor and Tenant hereby acknowledge and certify that it is not a purpose of this Lease or any of the transactions contemplated by this Lease to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever, or to generate referrals for services or supplies for which payment may be made in whole or in part under any Federal health care program. It is the intent of the parties that any referrals that may be made directly or indirectly to the other party will be based solely upon the medical judgment and discretion of a patient’s physician while acting in the best interests of the patient. The parties expressly agree that, to the best of each party’s knowledge and belief: (i) the area leased under this Agreement does not exceed that which is reasonable and necessary for the legitimate business of Tenant; (ii) Tenant’s proportionate share of expenses does not exceed Tenant’s pro-rata share of expenses for the space based upon the total space anticipated to be used by Tenant; and (iii) the rent and any other
37. Compliance with Stark Regulations. It is the parties’ intention and good faith belief that the Lease, as it may be amended, and any assignment thereof, complies with all statutes and regulations applicable to healthcare providers including without limitation anti-kickback statutes and the Stark Regulations. See 42 U.S.C. § 1395mm, 42 C.F.R. § 411 Subpart J, and 69 Fed. Reg. 16054. The parties are advised of the restrictions regarding “financial relationships” under Stark law in the form of a “compensation arrangement” as those terms are defined by 42 U.S.C. § 1395mm(h)(1) and 42 C.F.R. Subpart J, § 411.354(a), (c). The parties agree that at all times during the term of this Lease, they will cause their relationship to fall within the exception requirements of those statutes and regulations. In the event the Lease, as it may be amended, fails to comply with such statutes and regulations, the parties will negotiate in good faith to correct such non-compliance. Specifically, the parties have complied with, and will continue to comply with the following:

a. This Lease is fully memorialized in writing, effective only when signed by the parties, and the Lease specifies the space covered by this lease arrangement;

b. The term of this Lease exceeds one year, and provisions for termination are addressed by this Lease. The parties will not enter into a new agreement for the MOB during the remaining term of the original Lease, unless otherwise allowed by law;

c. If the Lease is terminated with or without cause during the first year of the original lease term, the parties may not enter into a new lease arrangement for the MOB during the first year of the original lease term;

d. The Tenant will have exclusive use of the medical office space;

e. The MOB covered by the Lease will be used by Tenant for the legitimate business purpose of operating its medical practice and the amount of leased medical office space was determined by Tenant and does not exceed that quantity of space that is reasonably and necessary for the legitimate business purposes of the Tenant and will be used exclusively by the Tenant (i.e., not shared with Lessor or any party related to the Lessor);
f. The rent amounts set forth herein represent the parties’ good faith determination of the fair market rental value of the MOB for the Lease term and the method of calculating rent charges over the term of the Lease do not exceed fair market value and have been determined by the parties in advance of such term without reference to the volume or value of any referrals or other business generated between the Lessor and Tenant;

g. The terms of this Lease are commercially reasonable without provision for, or requiring, referrals between the Lessor and Tenant;

h. Lessor is not leasing to Tenant medical equipment for use in the lease space, but is including certain furnishings as provided herein; and

i. Lessor and Tenant agree to at all times comply with the Stark exception protecting compensation paid in connection with indirect compensation arrangements. 42 C.F.R. Subpart I, § 411.357(p).

38. Restrictions on Renegotiation. The parties are advised of the prohibitions against negotiating another agreement with the same or similar provisions contained in this Lease prior to the expiration of the original term of this Lease as set out in 42 C.F.R. Subpart J, § 411.357 and the final Rules and Regulations relating to such statute as published in the Federal Register, March 26, 2004, and as amended. The parties agree to comply with those restrictions on renegotiation. The parties are further advised of the prohibitions against an affiliate of the Lessor becoming a party to any sublease of the MOB under 42 U.S.C. § 1395m(e)(1) and 42 C.F.R. § 411.357(a). The parties agree to comply with those restrictions.

39. Access to Records. Tenant and Lessor will make this Agreement and its books, documents, and records available to the Secretary of CMS, the Comptroller General, and all other governmental entities to the extent required by Federal, State and local government laws, rules, and regulations; and to the other party to the extent required by law.

40. HIPAA. During the term of this Lease, Lessor and Tenant agree to comply with any applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and all applicable regulations promulgated thereunder. Tenant represents and warrants that Lessor, in its capacity under this Agreement, is not Tenant’s “Business Associate,” as that term is defined in HIPAA regulations.

41. Notice of Claims. Lessor and Tenant agree to promptly notify the other of any knowledge or notice regarding any occurrence in the rendering of services under this Lease which may result in a claim against either of them.

42. Mutual Indemnity. Each party hereto (“Indemnifying Party”), and Tenant limited to the extent of its abilities and obligations pursuant to Wyoming law, hereby
indemnifies, holds harmless and agrees to defend the other party (“Indemnified Party”) from and against all claims, damages, expenses (including, without limitation, reasonable attorney’s fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life or damage to property occurring on the MOB and on the ways immediately adjoining the MOB caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agent, servants or employees; provided the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, its or their agents, servants or employees. The parties’ obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this lease, as to claims arising or accruing prior to the expiration of this lease. Nothing in this provision shall be deemed a waiver of Tenant’s immunities and defenses pursuant to Wyoming law including its state tort claims cap.

43. **Attorneys’ Fees.** If either party defaults in or breaches any of the terms of this Lease, such defaulting or breaching party will pay all reasonable attorney’s fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Agreement, with or without suit. In any action or proceeding which Lessor or Tenant may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable attorneys’ fees, including such costs and fees on appeal, which amount will be fixed by the court, and said costs and attorneys’ fees will be made a part of any judgment in said action.

44. **Time is of the Essence.** Time is of the essence of every provision of this Lease.

45. **Entire Agreement; Amendments.** This Lease sets forth all covenants, promises, agreements, conditions and understandings between Lessor and Tenant concerning the MOB and there are no promises, agreements, conditions or understandings with regard to the MOB, either oral or written, between Lessor and Tenant other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease will be valid or binding unless reduced to writing and signed by Lessor and Tenant.

46. **Construction; Severability.** The language used in this Lease will be deemed to be the language shown by the parties to express their mutual intent, and no rule of construction will be applied against any party. The captions and headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease or in any way affect this Lease. If any provision of this Lease will to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Lease will remain in full force and effect and will in no way be affected, impaired or invalidated.
47. **Waiver of Breach.** The waiver by Lessor or by Tenant of any breach of any provision of the Lease will not operate or be construed as a waiver of any subsequent breach by either Lessor or Tenant.

48. **Additional Rent.** Any monetary obligations of Tenant to Lessor under the terms of this Lease shall be deemed to be rent.

49. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

50. **Good Faith.** The parties agree that they will work with each other in good faith in all dealings under the terms of this contract and in all aspects of their professional relationships. Failure to act in good faith will constitute a breach of this Agreement.

51. **Parties.** This Lease and all of the terms and provisions hereof, unless specifically provided otherwise in this Lease, will inure to the benefit of and be binding upon Lessor and Tenant, and their respective heirs, successors, assigns and legal representatives.

52. **Termination Due to Legislative or Administrative Changes.** Notwithstanding any provision in this Lease to the contrary, if there is a change in applicable health care law or the interpretation thereof, including, without limitation, Medicare or Medicaid statutes, regulations, or general instructions (or the application thereof), the adoption of new legislation or regulations applicable to this Lease, the implementation of a change in payment methodology in any material third party payor reimbursement system, or the initiation of an enforcement action with respect to any applicable health care law, any of which affects the continuing legality of this Lease or will jeopardize the licensure of either party, the participation of either party in, or the payment or reimbursement from any federal health care program, then the parties must immediately initiate negotiations to resolve the matter through amendments to this Lease. If the parties are unable to resolve the matter within thirty (30) days thereafter, then either party may terminate this Lease by ten (10) days advance written notice to the other party, unless a sooner termination is required under applicable law or circumstances.

53. **Termination upon Written Notice.** This Agreement may be terminated by the Tenant, without Tenant being deemed in default and without further liability to Lessor, at a date no earlier than ninety (90) days’ after Lessor receives Tenant’s written notice under this provision that Tenant is required by the terms of its federal grant, or is otherwise mandated by the University of Wyoming, to relocate or close its medical practice for which the purpose of this Agreement is to provide the MOB.

54. **Exclusions.** During the Term of this Lease, each party must notify the other within three (3) days following the date upon which such party knows or is in receipt of information that would provide such party or another reasonably prudent person with knowledge of any threatened, proposed or actual exclusion from any federal health care program. Each
party will have the right to immediately terminate this Lease upon learning of any violation of this Section by the other party, or due to the exclusion of the other party from a federally funded health care program. To the extent permitted by Wyoming law, each party will indemnify and hold the other party harmless against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys’ fees, arising directly or indirectly, out of any violation of this Section by the other party, or due to the exclusion of the other party from a federally funded health care program.

55. Applicable Law; Resolution of Disputes. This Lease, and the rights and obligations of the parties hereto, will be construed and enforced in accordance with the laws of the State of Wyoming. Except for waiving immunity in actions based on its contractual obligations and responsibilities owed to the Lessor under this Lease as provided by Wyo. Stat. Ann. § 1-39-104, the Tenant does not waive its other sovereign or governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any other action based on or occurring as a result of this Lease. Any actions or claims against the Tenant under this Lease must be brought in accordance with and are controlled by the procedures of the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

56. Notices. All notices to be given to either party hereunder shall be in writing, and either served personally upon the parties or deposited in the United States Mail, certified or registered, with postage prepaid and addressed to the appropriate party at the address as shown below. Notices sent by mail shall be deemed delivered within three (3) business days of when deposited in the United States Mail as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

**Tenant:**
University of Wyoming
Real Estate Operations
Dept. 4308, 127 Bureau of Mines
1000 E. University Ave.
Laramie, WY 82071
PH: (307) 766-2936/2937
Email: REO@uwyo.edu

**Lessor:**
Kent M. Kleppinger and Nicko L. Kleppinger
2332 Holiday Drive
Laramie, WY 82070

57. Equal Employment Opportunity. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University’s operations and is
an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year last written below. By signing this Lease, the parties acknowledge that they have read, and understood the terms of this Lease and agree to be bound by it.

LESSOR:

_____________________________  ________________________________
Kent M. Kleppinger Date Nicko L. Kleppinger Date

Lease Payments and Notices to Lessor at: 2332 Holiday Drive
Laramie, WY 82070

TENANT:

Trustees of the University of Wyoming

By: ____________________________

_____________________________  ________________________________
Sign Date

Print Name, Title: ________________________________

Notices to Tenant at: ________________________________
MEDICAL OFFICE BUILDING LEASE AGREEMENT –
Exhibit A

Waiting room:
• Wall art pieces (2)
• Small TVs able to be set for cable (2)
• Sofa (1)
• Waiting room chairs (7)
• Bookcase (1)

Administration room:
• Full-size desks (2)
• Chairs (5)
• HP laser printer (1)
• Stereo (1)

Kitchen area:
• Microwave (1)
• Dishwasher (1)
• ¾ size refrigerator (1)

Lab area:
• Full size refrigerator (1)
• ½ size refrigerator (1)

Utility room:
• Washer (1)
• Dryer (1)
AGENDA ITEM TITLE:
Approval of the Modifications to UW Regulation 8-2 (Degrees and Diplomas), MacPherson/Evans

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
UW Regulation 8-2 currently states the following related to the designation of degrees offered by the University:

All academic programs leading to a bachelor's, master’s, or doctoral degree, or to a professional diploma, must be authorized by the Trustees. The requirements for and designation of offered degrees shall be established by UW Regulations. Degrees and diplomas shall be awarded by the Trustees upon recommendation of the appropriate school or college faculty, transmitted to the Trustees by the President of the University.

Additionally, UW Regulation 1-102 (J) states, “At its annual meeting in May, the Board of Trustee’s shall approve the master list of degrees offered by the University of Wyoming. The list may be amended by the Board at any meeting.”

However, there is no defined process for this approval. The President and the Provost have proposed a two-step process for consideration by the Board of Trustees:

1. Notice of Intent – a preliminary, conceptual proposal requesting authorization to plan an new academic program; and

2. Request for Authorization – proposal to implement the Academic Program, including the purpose and need for the proposed Academic Program; the proposed curriculum; a plan to assess the Academic Program; anticipated enrollment, existing or new resources required to deliver the Academic Program, and timeline for implementation; a plan for accreditation, if applicable; the benefits of the Academic Program to the University; the ability of the University to carry out the Academic Program; and the likely value to, and impact on, students and the residents of Wyoming. This step includes the opportunity for Executive Team, Deans and Directors, Faculty Senate, Staff Senate, ASUW and campus to provide feedback.

Per the routing process for UW Regulations, the draft modifications were provided to Executive Team, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor. ASUW and Staff Senate reviewed and had no suggested feedback. Faculty Senate provided feedback. Based on this feedback, the Trustee Regulation Committee made certain changes, which have been incorporated into this draft (complete redline version attached).
The Trustee Regulation Committee will discuss this item at the May 2018 Board of Trustees meeting and recommend full Board action, if appropriate.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
None.

WHY THIS ITEM IS BEFORE THE BOARD:
UW Regulation 1-101 requires that any modification to UW Regulations must be approved by the Board.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the recommended modifications to the Regulation.

PROPOSED MOTION
“I move to approve modifications to UW Regulation 8-2 as presented in the redline version to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
UNIVERSITY OF WYOMING REGULATIONS

Subject: Degrees and Diplomas
Number: UW Regulation 8-2

I. PURPOSE

To establish the requirements for approval and designation of degrees Academic Programs offered by the University.

II. DEFINITIONS

Academic Program: An academic program leading to a bachelor's degree, master's degree, doctoral degree, or professional degree. For the purposes of this Regulation, Academic Program does not include academic courses.

III. POLICY

All Academic Programs must be authorized by the Board of Trustees. The requirements for and designation of offered degrees shall be established by UW Regulations. Degrees and diplomas Academic Programs shall be awarded by the Board of Trustees upon recommendation of the appropriate school or college faculty, transmitted to the Board of Trustees by the President of the University.

IV. ACADEMIC PROGRAM APPROVAL

Notice of Intent, The Provost, in consultation with the President, shall submit a Notice of Intent to plan a new Academic Program to the Board of Trustees' Academic and Student Affairs Committee, who shall make a recommendation to the full Board of Trustees for approval or disapproval. A Notice of Intent is a preliminary, conceptual proposal requesting authorization to plan a new Academic Program.

The Plan should normally be no longer than three (3) pages in length and shall include the following information:

A. The name of the proposed Academic Program and the mode of delivery.
B. A description of the new Academic Program that includes an outline of the anticipated curriculum and learning outcomes;

C. Information about content and how the Academic Program may relate to other offerings;

D. A plan for obtaining a market analysis of anticipated student demand and enrollment, and a plan for evaluation and analysis of post-graduation employment market demand;

A. Preliminary budget, including potential funding sources, projected expenses and revenues, and potential faculty, academic professionals, lecturers, professors of practice, and staff;

E. Proposed timeline for staged implementation over five years, including campus and Board of Trustees review;

F. Information on other required approvals, such as accreditation bodies and the Higher Learning Commission;

G. Evidence of how the new Academic Program aligns with the University’s mission, strategic plan, and existing academic degree program array; and

H. A rationale that clearly defines the need for the new Academic Program. The rationale should include evidence that the Academic Program will not produce unnecessary duplication of existing programs.

The Board of Trustees may review and consider taking appropriate action. Until Board of Trustees approval of the Notice of Intent, there shall be no further action on the Academic Program.

Request for Authorization. After review and approval of the Notice of Intent, and upon completion of a full feasibility study and campus review, the President shall submit a Request for Authorization to implement the Academic Program, including the purpose and need for the proposed Academic Program, the proposed curriculum, a plan to assess the Academic Program, anticipated enrollment, existing or new resources required to deliver the Academic Program, and timeline for implementation; a plan for accreditation, if applicable; the benefits of the Academic Program to the University; the ability of the University to carry out the Academic Program; and the likely value to, and impact on, students and the residents of Wyoming.
This Request for Authorization should normally be no longer than ten (10) pages in length and shall be accompanied by a Letter of Commitment from the Provost’s Office, affirring the following:

A. The Academic Program has been designed to meet the University’s standards of quality and will make a meaningful contribution to the University’s mission, strategic plan, overall academic plan, and academic degree program array;

B. The University community, including but not limited to Executive Team, Deans and Directors, Faculty Senate, Staff Senate, and ASUW, have been provided the opportunity to review and present feedback;

C. The necessary financial and human resources are in place and/or have been committed to implement and sustain the Academic Program;

D. Program evaluations are in place.

The Letter of Commitment shall include a detailed budget for the next four (4) years, including funding sources, projected expenses and revenues, and faculty, academic professionals, lecturers, professors of practice, and staff.

The Board of Trustees may review and consider taking appropriate action. Until Board of Trustees approval of the Request for Authorization, there shall be no further action on the Academic Program.

V. MASTER LIST OF DEGREES

At its annual meeting in May, the Board of Trustees shall approve the master list of Academic Programs offered by the University of Wyoming. The list may be amended by the Board at any meeting.

VI. HONORARY DEGREES

Nominations for honorary degrees may be submitted by members or former members of the Trustees, members of the faculty, and alumni. All recommendations shall be submitted in writing to the President of the University by a designated date each year. The President shall refer all nominations to a joint committee consisting of not more than four members of the Trustees appointed annually by the President of the Trustees, three members of the appropriate faculty committee chosen annually by that committee, and the President of the University who shall preside as chairperson without vote.
III. ADMINISTRATION

The University Division of Academic Affairs shall administer this Regulation.

Responsible Division/Unit: Division of Academic Affairs

Source: None.


Associated Regulations, Policies, and Forms:

History:
Trustee Regulation IX.A; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/14/2014 Board of Trustees meeting
AGENDA ITEM TITLE:
Modifications to Bylaws of the Trustees of the University of Wyoming, MacPherson

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Attached are draft modifications to the Bylaws of the Trustees of the University of Wyoming:

1) Adding that the Board of Trustees shall set their annual schedule of items to approve, discuss or report at the annual meeting (Section 2-1).
2) Making the Academic and Student Affairs Committee a permanent committee (Section 7-9).

Pursuant to Article VIII, the Bylaws may be changed or amended at any regular meeting of the Trustees by a vote of two-thirds of all the members, provided that notice of the intention to change, amend, or add to the Bylaws, in whole or part, shall have been given in the notice of the meeting or shall have been given at a preceding meeting of the Trustees. Such notice shall be in writing and shall include the exact wording of the legislation proposed.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
Written notice of these proposed modifications was provided at the March 2018 Board of Trustees meeting.

WHY THIS ITEM IS BEFORE THE BOARD:
Pursuant to Article VIII, the Bylaws may be changed or amended at any regular meeting of the Trustees by a vote of two-thirds of all the members, provided that notice of the intention to change, amend, or add to the Bylaws, in whole or part, shall have been given in the notice of the meeting or shall have been given at a preceding meeting of the Trustees.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the modifications to the Bylaws.

PROPOSED MOTION
“I move to authorize the changes to the Bylaws of the Trustees as presented to the Board in the attached redline version.”
BYLAWS OF THE TRUSTEES
OF THE UNIVERSITY OF WYOMING

The ByLaws of the Trustees were adopted pursuant to authority granted to the Trustees by the Wyoming Legislature and in accordance with the Wyoming Constitution. The ByLaws are about the Trustees and how the Trustees organize and carry out their meetings. Additionally, the existence of Trustee Regulations is established and the appointment of the President of the University and his/her authority is set forth.

BYLAWS OF THE TRUSTEES OF
THE UNIVERSITY OF WYOMING
Republished Edition May 10, 2017

Article I. STATUTORY CREATION AND AUTHORITY

Section 1-1. APPOINTMENT, TERM AND AUTHORITY

In accordance with the laws of the State of Wyoming (Wyo. Stat. §§21-17-201 et seq), the government of the University of Wyoming is vested in a board of twelve (12) trustees appointed by the governor, with the advice and consent of the senate, for a six year term, with terms to be staggered.

For purposes of these Bylaws, “Trustees,” “Board” and “Board of Trustees” shall be defined as the 12 individual trustees appointed by the governor and may be used interchangeably throughout these Bylaws.

Section 1-2. EX OFFICIO MEMBERS

The Governor of the State of Wyoming, the President of the University of Wyoming, the State Superintendent of Public Instruction, the Director of the Wyoming Community College Commission, and the President of the Associated Students of the University of Wyoming are ex officio members of the Trustees, as such having the right to speak, but not to vote.

For purposes of these Bylaws, these members shall be defined as “ex officio members.”

Section 1-3. VACANCIES

Any vacancy in the membership of the Trustees shall be filled in accordance with laws pertaining thereto.
Article II. MEETINGS OF THE TRUSTEES

Section 2-1. REGULAR MEETINGS

The annual meeting of the Trustees shall be held at the time of the meeting that is held closest to the regular Spring Commencement. At the annual meeting, the Trustees may set their schedule of regular meetings for the ensuing year and the final UW Board of Trustees’ Annual Schedule of Items to Approve, Discuss or Report for the ensuing year in a form similar to that attached hereto and made a part hereof by this reference, but with such modifications as a majority of the Board may approve. After approval, a copy of the UW Board of Trustees’ Annual Schedule of Items to Approve, Discuss or Report shall be posted on the Trustees’ website annually. Written notice of all regular meetings shall be given by the President of the University to each Trustee and ex officio member at least five to ten (10) days in advance of the meeting. Attendance by Trustees or ex officio members at regular meetings can be in person or by electronic media.

Meeting Agendas for UW Board of Trustees shall be developed from three sources:

First: Those matters listed as monthly topics for each month’s meeting shall be listed on the Trustees’ Agenda for the month as set forth herein.

Second: Items requested by a Trustee in writing or during that period of time allocated allowing any Trustee to raise a topic of their choice for placement on the Agenda and approved by the President of the Board.

Third: Items requested from Administration for placement on the Agenda and approved by the President of the Board with input from the Executive Committee.

Prior to preparing a draft agenda, consultation will be had with the Board President to assure the Board President is fully engaged in the development of all Board Agendas. A preliminary draft agenda will be developed far enough in advance so as to allow compliance with the posting time frames set out on the next paragraph, but also allowing sufficient time for the President of the University and the Executive Committee to review and provide appropriate input.

While exceptions can be made if necessary, Administration is expected to have any topics it wishes to present to the Board in open or executive session at the next meeting in a form allowing all final materials relative to that topic, together with both the open and executive session minutes from the previous meeting, to be uploaded to the Trustees’ website at least two weekends over ten (10) days prior to the next scheduled meeting.
Section 2-2. SPECIAL MEETINGS

Special meetings of the Trustees may be called by the President of the Trustees, or by any three Trustees, at such time and place as they may deem expedient, and a majority of said Trustees shall constitute a quorum for the transaction of business; but a smaller number may adjourn from time to time. Notice of special meetings shall be given to each Trustee and ex officio member at least eight (8) hours in advance of such meeting. Attendance by Trustees or ex officio members at special meetings can be in person or by electronic media.

Section 2-3. ACTION IN REGULAR AND SPECIAL MEETINGS

At all regular and special meetings, it shall be valid to act on any subject within the power of the corporation except as provided elsewhere in these Bylaws.

Section 2-4. PLACE OF MEETINGS

All meetings of the Trustees shall be held at the University of Wyoming, unless otherwise ordered by the Trustees.

Section 2-5. REPEALED

Section 2-6. ACT OF THE TRUSTEES

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Trustees. A Trustee is considered “present” if attending the meeting in person or by electronic media.

Section 2-7. PUBLIC ATTENDANCE AT MEETINGS

Regular and special meetings of the Trustees shall be open to the public except for executive sessions which may be convened at any time by vote upon motion by any Trustee. Executive sessions shall be attended only by the Trustees and such persons as may be designated by the presiding officer or included in the motion. No actions shall be taken in executive sessions. Matters considered and discussed during executive sessions shall be confidential except as otherwise provided by law.

Article III. PROCEDURE AT MEETINGS

Section 3-1. QUORUM

A majority of the Trustees shall constitute a quorum for the transaction of business. Any number less than a quorum present at a meeting duly called may adjourn from time to time until a quorum shall be in attendance.

Section 3-2. ORDER OF BUSINESS
The business at each regular or special meeting shall be conducted in the following manner, unless otherwise authorized by appropriate Trustees action.

Roll Call

Approval of Board of Trustees Meeting Minutes

Election of Officers (annual meeting or as necessary)

Reports

Public Testimony (scheduled during the regular meeting)

Committee of the Whole, Regular Business (Board Committee Reports)

Proposed Items for Action

New business

Date of Next Meeting

Adjournment

Section 3-3. RULES OF PROCEDURE

Meetings of the Trustees shall be conducted according to Robert's rules of parliamentary procedure except as modified by the Trustees. Each Trustee who is present shall vote on every question, unless excused from voting by the Trustees. The ayes and nayes shall be called and entered upon request of any Trustee.

Section 3-4. MINUTES OF PROCEEDINGS

Minutes of proceedings of the Trustees and of their committees shall be kept by the secretary, or designee. Action of the Trustees which utilizes material presented by reports or other documents shall be presented in the minutes in such form as to include, when not impractical, the full text of the action so that reference to other reports and documents is not necessary in order to determine the exact meaning of the action taken.

Article IV. OFFICERS OF THE TRUSTEES

Section 4-1. NUMBER

The officers of the Trustees shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be limited to the twelve appointed Trustees.

Section 4-2. ELECTION AND TERM OF OFFICE
The officers of the Trustees shall be elected annually at the annual meeting. Each officer shall hold office for one year or until his or her successor is elected and qualified. No Trustee shall be eligible for re-election as president immediately after having served two successive regular terms in that office.

Section 4-3. VACANCIES

In the event of a vacancy in any office of the Trustees, an election shall be held for the unexpired term at the next regular or special meeting of the Trustees.

Article V. DUTIES OF OFFICERS

Section 5-1. DETERMINATION OF DUTIES

The officers of the Trustees shall perform the duties expressly enjoined upon them by the laws of this State and by the Bylaws of the Trustees, and such other incidental duties as pertain to their respective offices, or as may be assigned from time to time by the Trustees or their President.

Section 5-2. PRESIDENT

The President of the Trustees shall preside over all meetings of the Trustees; shall call the Trustees or Executive Committee in regular or special session at such times as the President may deem advisable or necessary or at any time upon the petition of three or more Trustees; and the President shall have authority to decide any disputes as to the application or meaning of these rules and Bylaws, but this decision shall be referred to the next regular or special meeting of the Trustees for final decision and adjudication by the Trustees. The President of the Trustees shall have power to make temporary appointments to fill vacancies in the appointments of the Trustees to other boards or committees during the interval between Trustees meetings. The President shall be an ex officio voting member of all permanent committees of the Trustees. The President may sign, with the secretary or any other proper officer of the Trustees thereunto authorized by the Trustees, any deeds, mortgage, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Trustees by resolution, by UW Regulation, or by these Bylaws to some other officer or agent of the Trustees, or shall be required by law to be otherwise signed or executed. The President of the Trustees shall have the power to appoint ad-hoc committees as needed to address the business of the University. An ad-hoc committee is defined as an informal working group that can operate without formal board approval until completion of the committee’s assigned task as determined by the President.

Section 5-3. VICE PRESIDENT
In the absence of the President of the Trustees or in the event that the office becomes
vacant, or of the president’s inability or refusal to act, the Vice President shall
perform the duties of the President.

Section 5-4. SECRETARY

The Secretary of the Trustees shall be sworn to the performance of his or her duties
as provided by statute. The Secretary shall be responsible for the minutes of
meetings of the Trustees; shall be custodian of the Trustees records and of the seal
of the Trustees and see that the seal of the Trustees is affixed to all documents, the
execution of which on behalf of the Trustees under its seal, is duly authorized; shall
sign with the President of the Trustees such instruments as the latter may execute;
and shall be responsible for the supervision of duties delegated or assigned to the
Deputy Secretary appointed by the Trustees.

In the event that the offices of President and Vice President become vacant or both
refuse or are unwilling to act, the Secretary shall perform the duties of President
until the next regular or special meeting of the Trustees and preside at that meeting
until the vacancy in the presidency is filled.

Section 5-5. TREASURER

The Treasurer shall cause an annual report to be prepared by the officers and
employees of the University of Wyoming which shall show all receipts and
disbursements; shall receive any monies, through the Deputy Treasurer, required
by law to be paid to the Treasurer of the Trustees; and shall maintain general
cognizance of fiscal and accounting procedures utilized by officers of the
University of Wyoming designated by the Trustees to receive and disburse all
monies.

In the event that the offices of President, Vice President and Secretary become
vacant or all refuse or are unwilling to act, the Treasurer shall perform the duties of
the President until the next regular or special meeting of the Trustees and preside
at the meeting of the Trustees until the vacancy in the presidency is filled.

Article VI. OTHER OFFICERS

Section 6-1. DEPUTY SECRETARY

At the discretion of the Trustees, the Deputy Secretary shall be appointed by the
Trustees, and shall perform such duties as are delegated by the Secretary of the
Trustees.

Section 6-2. DEPUTY TREASURER
The Deputy Treasurer shall be nominated by the President of the University, and at the discretion of the Trustees, shall be appointed by the Trustees, shall be an officer of the University of Wyoming whose duties include responsibility for the receipt, custody, and expenditure of all funds of the University of Wyoming not held by the State Treasurer, and shall exercise the same responsibility with respect to any funds or monies of the Trustees of the University of Wyoming.

Section 6-3. INTERNAL AUDITOR

The Internal Auditor shall be appointed by the Trustees, and shall perform such duties as the Trustees require.

Section 6-4. OTHER OFFICERS AND DUTIES

At the discretion of the Trustees, other officers may be appointed by the Trustees as may be deemed necessary. The duties of all officers of the Trustees shall be set forth in writing at the time of appointment or in appropriate UW Regulations.

Article VII. COMMITTEES OF THE TRUSTEES

Section 7-1. EXECUTIVE COMMITTEE

The Executive Committee shall consist of five Trustees: the President of the Trustees who shall serve as Chairman, the immediate past President of the Trustees, if such person remains on the Board, the Vice President of the Trustees, the Secretary of the Trustees, and the Treasurer of the Trustees. The Executive Committee shall have authority to meet with the University president to exchange information and discuss issues and to act for the Trustees in all routine business matters wherein immediate decisions and actions are deemed necessary for the present welfare of the University. All such actions of the Executive Committee shall be reported to the Trustees at their next regular or special meeting and ratified when appropriate, and shall be entered in full upon the minutes of such meeting of said Trustees.

Section 7-2. FISCAL AND LEGAL AFFAIRS COMMITTEE

The Fiscal and Legal Affairs Committee is responsible for assuring that the University’s organizational culture, capabilities, systems and processes are appropriate to protect the financial health and the reputation of the University in all audit-related areas enumerated below. Specifically the Fiscal and Legal Affairs Committee will review the financial reporting processes, the system of internal controls, the audit process, and the process for monitoring and ensuring compliance with financial laws and regulations. It will monitor the University’s internal and external auditor’s findings.
In discharging their duties hereunder, the members of the Committee are entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: officers or employees of the University whom the Committee members reasonably believe to be reliable and competent in the matters presented; and legal counsel, public accountants or other persons as to matters the Committee members reasonably believe are within the person’s professional or expert competence.

I. Investments

Review the management of invested University funds, including University endowment funds and University operating funds, subject to the following conditions:

a. The President of the University shall be the administrative officer of the invested University funds, and may assign to a designee such duties as may be described in a written delegation of authority.

b. With Board approval, the Committee may employ the services of an agent, such as the University of Wyoming Foundation, an investment adviser, and/or manager(s), and may give due consideration to such advice.

c. The Committee, or the Board-approved agent, shall place the securities of said Funds in custody of a custodian bank or other fully insured custodial institution, which shall have the right and privilege of holding the securities in a street name or in a name of such nominee as it may choose.

d. Each year the Committee shall review the agent’s investment policy, asset allocation strategy and other endowment management philosophies, such as earnings distribution policies. The Committee shall receive and review an annual report on portfolio performance and other relevant endowment management metrics.

II. Financial Reporting Process

a. Ensure that the external auditors communicate all matters required by their professional standards to the Committee and review significant accounting and reporting issues, including recent professional and regulatory pronouncements in order to understand their impact on the University’s financial statements.

b. Review the annual financial statements, including management’s discussion and analysis, and determine if they are complete and consistent with information known to committee members.
c. Be satisfied that all regulatory compliance matters have been considered in the preparation of the financial statements.

d. Review significant financial risks and exposures and the plans to minimize such risks.

e. Review, with the University’s legal counsel, any legal matters that could have a significant impact on the financial statements.

III. System of Internal Control

a. Ensure that management is setting the appropriate tone in communicating the importance of internal control and ensure that individuals have an understanding of their roles and responsibilities.

b. Receive and review reports from internal and external auditors regarding the quality of institutional internal control systems and determine whether management has implemented internal control recommendations made by internal and external auditors.

c. Ensure that internal and external auditors keep the Committee informed about fraud, illegal acts, deficiencies in internal control and ensure that an appropriate process exists for the receipt, retention and treatment of complaints, including anonymous complaints, regarding accounting, internal controls and auditing matters.

d. Evaluate the extent to which internal and external auditors review computer systems and applications, the security of such systems and applications, and the contingency plan for processing financial information in the event of a systems breakdown.

IV. Audit Process – External

a. Following appropriate consultation with management, recommend to the Board the selection and retention of the external audit firm. Approve external auditor’s fees.

b. Review and approve the external auditor’s proposed scope and approach.

c. Review and confirm the external auditor’s assertion of their independence in accordance with professional standards.
d. Review the performance of the external auditors and recommend the appointment or discharge of the external auditors.

e. Meet with the external auditors, the Internal Auditor, and management in separate executive sessions to discuss any matters that the Committee or these entities believe should be discussed privately. Mediate any disagreements between management and external auditors regarding financial reporting.

f. Review with management and external auditors the results of the annual external audit, including any difficulties encountered, restrictions placed on the scope of the external auditor's activities, access to requested information and any significant disagreements with management.

g. Review and approve any engagement of the external auditors for non-audit related consulting activities.

V. Audit Process – Internal

a. Review and ensure that the University has the appropriate structure, staffing, and capability to effectively carry out the internal audit responsibilities.

b. Review and concur in the appointment, compensation, replacement, reassignment, or dismissal of the Internal Auditor.

c. Review and confirm the priorities and key action plans of the audit function. Receive and review internal audit reports from the Internal Auditor regarding results of the internal audit program.

d. Ensure that audited divisions and colleges attend the Committee meetings to discuss audit findings and recommendations.

e. Report each internal audit report from the Internal Auditor to the Board of Trustees. The Board of Trustees shall formally act on each internal audit report.

f. Ensure there is regular, independent communication between the Committee and the Internal Auditor and ensure there are no unjustified restrictions or limitations on internal audit programs.

g. Ensure there is flexibility when setting the Committee agenda based on concurrence between the Division of Administration and the Internal Auditor.

VI. Compliance with Laws & Regulations

10
a. Review the findings of any significant examinations by financial regulatory agencies and review management’s corrective action plans. Ensure that action plans are implemented to the satisfaction of the regulatory agencies.

VII. Other Responsibilities

a. Ensure that significant findings and recommendations made by the internal and external auditors are received, discussed and acted upon in an appropriate and timely manner.

b. Regularly update the Board of Trustees about Committee activities, any key internal or external audit issues and make appropriate recommendations for Board action.

c. Review and update this By-Law and receive approval of changes from the Board of Trustees.

Section 7-3. BIENNIAL BUDGET COMMITTEE

The Biennium Budget Committee is responsible for working with University administration as it develops and submits the University’s budget requests to the Governor as a state agency, including the 067 University of Wyoming operating budget, the 069 WICHE budget, the 167 Medical Education budget, and the Enhanced Oil Recovery Commission’s 070 operating budget. It also includes funding requests related to capital facilities, as well as any other recommendations in the University’s budget request that would be included in the state’s appropriations bill for the biennium or in a supplemental budget request.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Administration and the Vice President for Governmental and Community Affairs.

Section 7-4. FACILITIES CONTRACTING COMMITTEE

The Facilities Contracting Committee is responsible for working with University administration to develop and recommend modifications to the University’s facilities planning, contracting and construction policies and procedures. These recommendations will be presented to the full Board of Trustees for review and approval.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Administration and the General Counsel.

Section 7-5. FINANCIAL MANAGEMENT AND REPORTING COMMITTEE
The Financial Management and Reporting Committee is responsible for taking an immediate and active role in developing a long-term, integrated and comprehensive financial management and reporting system for the University; helping develop a meaningful short-term financial reporting protocol for the Board of Trustees so that the Board can meet its fiduciary obligations; and participating in developing the University's budget structure in coordination with the financial management and reporting system.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Administration and the General Counsel.

Section 7-6. HONORARY DEGREES AND AWARDS COMMITTEE

The Honorary Degrees and Awards Committee is responsible for recommending to the Board of Trustees the awarding of both the Trustees’ Award of Merit and Honorary Degrees.

The Trustees’ Award of Merit was established in 1984 and recognizes individuals and groups who have rendered meritorious service or made exemplary contributions to the University. Nominations for the Trustees’ Award of Merit are submitted to the Honorary Degree Committee, accepted on a continuous basis, and reviewed at regular intervals. There are no minimum or maximum number of awards given in any calendar year.

An Honorary Degree from the University recognizes individuals who embody the University’s high ideals and who exemplify the values of excellence, service, and integrity. Honorary Degrees are among the highest honors a university can confer, and recognize a career of distinguished accomplishment in the professions, sciences, arts, humanities, public service, and service to humanity. Nominations for Honorary Degrees are submitted to the President of the University, who will refer them to a joint committee made up of the Honorary Degree Committee and three faculty members appointed by the Faculty Senate. The joint committee will forward its recommendations to the Board of Trustees for final decision at its January meeting and announcement in the spring semester.

In discharging their duties hereunder, the members of the Committee shall work with the President of the University and the Provost.

Section 7-7. TRUSTEES LEGISLATIVE RELATIONS COMMITTEE
The Trustees’ Legislative Relations Committee is responsible for working closely with the Governor’s office and the legislative leadership to develop a consensus of priorities for the University.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Government and Community Affairs and the Vice President for Administration.

Section 7-8. VICE PRESIDENT AND DEAN SEARCH COMMITTEE

The Vice President and Dean Search Committee is responsible for informing the Board of Trustees of the progress of University searches for administrative officers and deans/directors of a college or school. The Vice President and Dean Search Committee may provide nonbinding feedback to the University’s search committee during the recruitment process, confer with the University’s search committee on the final candidate, and communicate with the full Board of Trustees as it determines.

In discharging their duties hereunder, the members of the Committee shall work with the President of the University.

Section 7-9. ACADEMIC AND STUDENT AFFAIRS COMMITTEE

The Academic and Student Affairs Committee is responsible for (1) reviewing and making recommendations to the full Board regarding the University’s academic mission, as well as policies and resources needed to realize that mission, execute UW’s academic strategic priorities, ensure the quality and integrity of each of UW’s academic programs, and to ensure the University remains focused on an excellent student experience whether it is on a UW Campus or at a distance; and (2) reviewing and making recommendations to the full Board regarding policies, programming and services related to student engagement, wellness, development, and persistence.

In discharging their duties hereunder, the members of the Committee shall work with the Provost and Vice President for Academic Affairs and the Vice President for Student Affairs.

Section 7-109. MEMBERS, TERM, AND COMMITTEE CHAIRMEN

Each Committee of the Trustees shall consist of not fewer than three Trustees. Appointments shall be made by the President of the Board of Trustees at the May meeting of the Trustees, or as the President deems necessary throughout the year, for terms of two years. Appointments to fill a vacancy for the unexpired term may be made by the President of the Board at any time and announced at the next regular Board meeting following the appointment. The President of the Board of Trustees shall serve as an ex-officio member of all Trustees’ Committees, may attend
Committee meetings at his or her discretion, and may appoint a replacement for any Committees the President served on prior to being elected.

At the May meeting, the President of the Trustees shall appoint a chairman for each committee. The chairman shall hold office for one year or until his or her successor is appointed and qualified.

Article VIII. AMENDMENT OF BYLAWS

These Bylaws may be changed or amended and additional Bylaws may be adopted at any regular meeting of the Trustees by a vote of two-thirds of the Trustees, provided that notice of the intention to change, amend, or add to the Bylaws, in whole or part, shall have been given in the notice of the meeting or shall have been given at a preceding meeting of the Trustees. Such notice shall be in writing and shall include the exact wording of the legislation proposed. The Bylaws, in whole or in part, may be suspended at any Board meeting only by an affirmative vote of two-thirds of the Trustees.

Article IX. UW REGULATIONS

Rules for the government of the University and all its branches shall be designated as "UW Regulations," which may be adopted, changed or amended at any regular or special meeting of the Trustees without prior formal notice. In order to have the status of a standing regulation, any intention to adopt, change or amend such Regulations must be presented as a formal motion for action by the Trustees.

Article X. PRESIDENT OF THE UNIVERSITY OF WYOMING

Section 10-1. APPOINTMENT

The President of the University of Wyoming shall be appointed by the Trustees, but no such appointment shall be made without nine affirmative votes of the Trustees. The initial term of office shall be for not less than one year, and the President shall thereafter continue in such office at the will of the majority of the Trustees, who, from time to time, shall fix his or her salary. It will be the policy of the Trustees to confer with an advisory committee from the University faculty and staff prior to the selection of a new President.

Section 10-2. DUTIES AND POWERS

The President of the University shall perform the duties expressly enjoined upon the President by the laws of this State, by these Bylaws, and such other incidental duties as pertain to his or her office or as may be assigned from time to time by the Trustees. As the executive head of the University of Wyoming, on behalf of the Trustees the President shall be responsible for the custody of the books, records, buildings, and all other property of the University, and for the administration of the
academic and business activities of the University in accordance with the directives, Bylaws and UW Regulations and shall be clothed with all authority requisite to these ends. The President shall inform and advise the Trustees with respect to the operations of the University and its relationships, and shall serve as an ex officio member of all permanent Trustees' committees.

Article XI. THE UNIVERSITY OF WYOMING

Pursuant to State Law establishing the University as an institution of learning under the name and style "The University of Wyoming," all authorized functions and business matters carried on by the officers, faculty and staff of the University in accordance with regulations and financial budgets of the Trustees shall be in the name of "The University of Wyoming."

Article XII. SEAL

The corporate seal of the Trustees of the University of Wyoming shall consist of a circular design on which is inscribed the words "The University of Wyoming - 1886 -" and in the center the word "Equality." It shall be affixed to all papers which may require it as authorized by the Secretary, the President of the University of Wyoming, or regulation or direction of the Trustees.

Revisions adopted 5/13/2015 Board of Trustees meeting
Revisions adopted 11/18/2016 Board of Trustees meeting
Revisions adopted 5/10/2017 Board of Trustees meeting
UW Board of Trustees
Annual Schedule of Items to Approve, Discuss or Report

January
- Submit for Consideration: Tuition for next academic year* (See footnote last page)
- Submit for Consideration: Housekeeping changes to UW Regulations (if necessary)
- Submit for Consideration: Sabbaticals/leave requests from AA (to be presented in advance of any approval)
- Discussion: UW Fee Book proposal for coming academic year
- Presentation of any public and student comment relative to the administration’s preliminary recommendations and any proposed modifications to the Residence Life and Dining Service fee proposal and the UW Fee Book proposal for the coming academic year
- Report: Spring preliminary enrollment report
- Appointments for the Trustee Education Initiative (expired terms/ Trustee replacements)
- Draft annual budget timeline
- Presentation of six month budget v. actual of annual operating budget
- Presentation from the Faculty Athletic Representation (FAR)
- Discussion of Appointment of new trustees
- Legislative Priorities and Strategy

February

March
- Submit for Consideration: UW Fee Book proposal for coming academic year
- Submit for Consideration: Salary distribution policy for the next fiscal year
- Submit for Consideration: First-year reappointments of faculty and academic professionals
- Submit for Consideration: Approval and Adoption of Final Tuition Recommendations
- Information Item: Overview of Tenure and Promotion process
- Discussion: Initial Discussion of the Upcoming Fiscal Year Operating Budget Assumptions being proposed by the Administration
- Final annual budget timeline
- Report: Spring 15th day enrollment report
- Orientation: New trustees (if applicable)
- Events:
  - Farewell and/or welcome event for new trustees and members leaving the Board

April
- Late April – budget materials delivered to Budget Committee

May (Board Reorganization)
- Submit for Consideration: Annual operating budgets for the next fiscal year
- Submit for Consideration: List of degrees to be offered for next year, and specifying by name any modifications, additions, suspensions, or discontinuances by name, college, school, or program made during the previous year, and additional expected costs incurred or expected savings realized
- Submit for Consideration: Reappointment, tenure, promotion, and extended terms for faculty and AP’s
- Submit for Consideration: Annual internal audit plan
UW Board of Trustees
Annual Schedule of Items to Approve, Discuss or Report

- Submit for Consideration: Trustee Meeting Schedule for following two calendar years
- Submit for Consideration: Trustees Annual Schedule of Items to Approve, Discuss, or Report
- Submit for Consideration: ASUW Annual Fiscal Year Budget
  [Per UW Regulation 8-249, “ASUW shall prepare and present for approval to the Board, through the University President, an annual fiscal year budget for conducting its programs, services, and operations.”]
- Annual Election of Board Officers
- File Conflict Disclosure from each Trustee in accordance with the Conflict Policy
- Administer Oath to Board Secretary (W.S. Sec. 21-17-206)
- File Oath of Office
- Annual Budget Timeline:
  - Late April, budget materials delivered to Budget Committee
  - Early May, Budget Committee hearings (prior to May meeting)
  - Update from Budget Committee to full Board at regular May meeting
  - Schedule any necessary follow-up budget hearings
- Set the amount of the Deputy Treasurer’s and Treasurer’s bond and designate/set any other appropriate bonds (W.S. Sec. 21-3-110 a.)
- Designate depositories for UW funds
- Make committee appointments and appoint committee chairs for the following:
  - Fiscal and Legal Affairs (Sec. 7-2 Bylaws)
  - Biennium Budget Committee (Sec. 7-3 Bylaws)
  - Facilities Contracting Committee (Sec. 7-4 Bylaws)
  - Fiscal Management and Reporting Committee (Sec. 7-5 Bylaws)
  - Honorary Degrees Awards Committee (Sec. 7-6 Bylaws)
  - Vice-President and Dean Search Committee (Sec. 7-8 Bylaws)
  - Academic and Student Affairs Committee (Sec. 7-9 Bylaws)
- Make any necessary amendments to Trustee Bylaws
- Other Trustees Appointments:
  - Alumni Board
  - Foundation Board
  - Energy Resources Council
  - Cowboy Joe Club
  - Enhanced Oil Recovery Commission (Governor’s Appointment)
  - Governor’s Science Task Force (Governor’s Appointment)
- Events:
  - Commencement
  - Annual election of Board officers
  - Recognition of outgoing ASUW president, Faculty Senate Chair and Staff Senate President

June
- Submit for Consideration: Budget
UW Board of Trustees
Annual Schedule of Items to Approve, Discuss or Report

July (Out of Town Meeting & Business Meeting)
- **Submit for Consideration: Next cycle of planning initiatives**
- **Annual Report on status of implementation of the Strategic Plan and President’s Annual Report on Accomplishments**
- **Meeting with Legislators [at out of town meeting]**
- **Biennium/Supplemental Budget Timeline**
  - By July 10: Materials to Budget Committee
  - Second week in July: Budget Hearings
  - Update full Board on Biennium Budget at July meeting
- **Annual review of President Performance and Contract**
- **Report from the Vice President of Administration on new Temporarily Restricted Endowment accounts established during the past year (per investment policy (F)(e)(iii))**
- **Information Item: State of Wyoming Agency Annual Report**

August
- **Biennium/Supplemental Budget Timeline**
  - By August 1: All Biennium Budget materials to be provided to the Board
  - Possible final approval by Board at August meeting
  - If not approved at August meeting then hold a special meeting with the board, if necessary, to obtain final approval

September
- **Submit for Consideration: Annual fund raising priorities (per MOU with Foundation)**
- **Discuss: Fall preliminary enrollment**
- **Discuss: Foundation (development) investment and initiatives (per MOU with Foundation)**
- **Annual Diversity, Equity and Inclusion Update**
- **Annual Report: Intercollegiate Athletics – annual report providing an update and vision for the Department of Athletics including an academic and financial update and comparison of UW with other Mountain West Institutions**
- **Events**
  - Meeting with Foundation Board [TBD whether joint meeting or separate]

October

November
- **Submit for Consideration: Annual audited financial reports**
  - Receive FLAC report regarding review and concur in the appointment, compensation, replacement, reassignment, or dismissal of the Internal Auditor
- **Discuss: Tuition policy**
- **Discuss: Fall 15th day enrollment report**
- **Discuss: Tuition including preliminary administrative recommendations**
- **Vice President of Administration’s annual report on balances, transactions and investment returns for the following reserve accounts:**
  - Passenger Plane Reserve Account
  - Risk Pool/ Litigation Reserve Account
UW Board of Trustees
Annual Schedule of Items to Approve, Discuss or Report

- Residence Hall Reserve Account
- Recruitment and Retention Reserve Account
- Special Project Reserve Account
- Operating Reserve Account
- Construction Reserve Account
- Annual Update on Grants, Contracts and Supercomputing
- Events:
  - Annual Trustees Scholarship Event
  - Meeting with ERC (to be considered/confirmed on an annual basis)

December

Reoccurring Items:
- **Submit for Consideration:** Approval of Agreements, Contracts, and Procurements *(if necessary)* – Evans
- **Submit for Consideration:** Grants and Contracts Report
- **Information Item:** President’s report identifying each contract, agreement or procurement valued at $50,000.00 or above (one time or in aggregate) signed by the President or designee since the last report (signature authority regulation) and post to the website. (Each face-to-face meeting)
- Discussion of items from any Trustee
- Report on Construction Projects
- Personnel
  - Approval of personnel items is typically done at face-to-face meetings, however, there are situations that warrant immediate action by the Board. Personnel matters will be added as needed. These matters may include, but are not limited to, new academic and administrative appointments; changes in appointments; changes in leaves, retirements and sabbaticals; and leaves either and without pay.

*If Board votes on tuition in January, there is not period for public comment. To accommodate: first conversations re tuition policy, discussion needs to occur in September, public comment in November, and vote in January. Or, first conversations in November, public comment in January, and vote in March.*

Note: The Board reviews and approves the five year academic school year calendar. Next scheduled review and approval will be May 2019, as the current calendar is approved through May 2020.
AGENDA ITEM TITLE:
Annual Operating Budgets for the Next Fiscal Year, McKinley/Jewell

CHECK THE APPROPRIATE BOX(ES):
- Work Session
- Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
The Administration submitted the President’s Proposed FY2019 Operating Budget to the Board on Monday, April 23, 2018.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
The Budget Committee of the Board held budget hearings with Vice Presidents and Deans on May 7th and 8th for the FY2019 Operating Budget.

WHY THIS ITEM IS BEFORE THE BOARD:
Pursuant to Wyoming Statute § 21-17-204, “(a) The board of trustees may: …(v) Expend the income placed under their control from whatever source derived, and exercise all other functions properly belonging to such a board and necessary to the prosperity of the university and all its departments.” Additionally, UW Regulation 1-103 states, “final approval of the Operating Budget rests with the Board of Trustees.”

Annual Budget Timeline:
- April 23, 2018: Budget materials delivered to Full Board and Budget Committee
- May 7-8, 2018: Budget Committee hearings (prior to May meeting)
- May 9, 2018: Update from Budget Committee to full Board at regular meeting
- May 14 – June 29: Schedule any necessary follow-up budget hearings and Full Board approval of 2019 Operating Budget

ACTION REQUIRED AT THIS BOARD MEETING:
N/A

PROPOSED MOTION
N/A

PRESIDENT’S RECOMMENDATION:
N/A
AGENDA ITEM TITLE:
Discussion: Overview of Tenure and Promotion Process, Miller/Benham-Deal

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
University Regulations 5-803 and 5-408 outline procedures for reappointment, tenure, and promotion of faculty and reappointment, extended term promotion for academic professionals.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
The Board receives regular updates on reappointment, tenure and promotion. During the March meeting, the President recommends first-year reappointments for tenure-stream faculty and extended-term track academic professionals. Recommendations for other reappointments, tenure, extended term and promotion matters occur in the May Board meeting.

WHY THIS ITEM IS BEFORE THE BOARD:
For information only.

ACTION REQUIRED AT THIS BOARD MEETING:
No action is required.

PROPOSED MOTION
N/A

PRESIDENT’S RECOMMENDATION:
N/A
Reappointment, Tenure & Promotion
An Overview

Kate Miller
Tami Benham Deal
The End in Mind

I. Academic Personnel
   1. Designations
   2. Hiring
      • The search
      • The job description

III. Reappointment, Tenure and Promotion
   1. What is Tenure?
   2. Standards and Criteria
   3. Faculty Career Path
   4. Portfolios
   5. Review Process

IV. Post-Tenure Review
Academic Personnel (UW 5-1.B.1)

Tenure Track Faculty
- Research
- Service
- Extension
- Teaching

Non-Tenure Track Faculty
- Research Professor (Superior capacity for research contributions; employed on external funding)

Academic Professional (ETT, NETT)
- Research Scientist (Asst., Assoc., Sr.)
- Extension Educators (Asst., Assoc., Sr.)
- Lecturer (Asst., Assoc., Sr.)

Librarians, Archivists
- ETT/NETT (Asst., Assoc., Sr.)

Clinical Professor (Health Care Related Programs; College of Health Sciences determines rank)

Professor of Practice (Distinguished career)
# The Job Description

## Tenure Track Faculty Job Duties

### Teaching
(Preparation, direct/indirect instruction, direct UG/G learning & research, supervising clinical internships & programs, evaluating artistic presentations, etc.)

### Advising (and Mentoring)
(Time spent meeting with students regarding academic, curricular & career matters)

### Research and Creative Activity
(Creating/adding to knowledge in a field, including the advancement of new theories & principles; Expansion & interpretation of existing ideas, theories, & principles; Improvement & application of knowledge, especially in new settings; Sustained artistic endeavor in composition, production or performance)

### Service
(Serving on Faculty Senate and university, college & departmental committees; using academic & professional expertise to serve the profession, community, state, nation and world)

### Professional Service - Administration
(Major service assignments within a department or college, such as acting as a department/division/school head or associate dean)

### Cooperative Extension
(Identifying current needs, communicating research results, and applying expertise to support Extension Educators; providing leadership, research-based information & education to people of the state; developing interdisciplinary approaches and collaborations, etc.)

<table>
<thead>
<tr>
<th>Sample Job Descriptions</th>
<th>% of Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teaching</td>
<td>62.5%</td>
</tr>
<tr>
<td>Advising (and Mentoring)</td>
<td>5%</td>
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<tr>
<td>Research and Creative Activity</td>
<td>27.5%</td>
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<tr>
<td>Service</td>
<td>5%</td>
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<tr>
<td>Professional Service - Administration</td>
<td>NA</td>
</tr>
<tr>
<td>Cooperative Extension</td>
<td>NA</td>
</tr>
</tbody>
</table>

* Teaching is a fundamental responsibility of all faculty member. Adjustments to teaching responsibilities are made based on college’s workload policy regarding type of courses taught and extent of responsibilities in other areas.

**Open dissemination and professional peer review are essential features of research productivity and creative activity.
### Academic Professional Job Duties

<table>
<thead>
<tr>
<th>Teaching*</th>
<th>Sample Job Descriptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Preparation, direct/indirect instruction, direct UG/G learning &amp; research, supervising clinical internships &amp; programs, evaluating artistic presentations, etc.)</td>
<td>% of Effort</td>
</tr>
<tr>
<td></td>
<td>87.5%</td>
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<tr>
<td>Advising (and Mentoring)</td>
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<tr>
<td>(Time spent meeting with students regarding academic, curricular &amp; career matters)</td>
<td></td>
</tr>
<tr>
<td>Research and Creative Activity**</td>
<td>NA</td>
</tr>
<tr>
<td>(Creating/adding to knowledge in a field, including the advancement of new theories &amp; principles; Expansion &amp; interpretation of existing ideas, theories, &amp; principles; Improvement &amp; application of knowledge, especially in new settings; Sustained artistic endeavor in composition, production or performance)</td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>NA</td>
</tr>
<tr>
<td>(Serving on Faculty Senate and university, college &amp; departmental committees; using academic &amp; professional expertise to serve the profession, community, state, nation and world – could be differentiated into administrative duties within college/department)</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>12.5%</td>
</tr>
<tr>
<td>(Major professional service assignments within a department or college, such as acting as a lab coordinator, director of a writing program,)</td>
<td></td>
</tr>
<tr>
<td>Cooperative Extension and Outreach</td>
<td>NA</td>
</tr>
<tr>
<td>(Identifying current needs, communicating research results, and applying expertise to support Extension Educators; providing leadership, research-based information &amp; education to people of the state; developing interdisciplinary approaches and collaborations, etc.)</td>
<td></td>
</tr>
<tr>
<td>Professional Development</td>
<td>NA</td>
</tr>
<tr>
<td>(Lecturers are engaged in the teaching mission of the University and are expected to demonstrate continuing professional development that conforms to standards in academic field)</td>
<td></td>
</tr>
</tbody>
</table>

* Teaching is a fundamental responsibility of all faculty member. Adjustments to teaching responsibilities are made based on college’s workload policy regarding type of courses taught and extent of responsibilities in other areas.

** Open dissemination and professional peer review are essential features of research productivity and creative activity.
Reappointment, Tenure & Promotion

Regulations and Guidelines

American Association of University Professors (AAUP)
Recommended Institutional Regulations on Academic Freedom and Tenure
(http://www(aaup.org/report/recommended-institutional-regulations-academic-freedom-and-tenure)

University Regulations (http://www.uwyo.edu/generalcounsel/new-regulatory-structure/index.html)
- UW 5-1 Academic Personnel
- UW 5-803 Reappointment, Tenure & Promotion Procedures for Academic Personnel
- UW 5-408 Guidelines for Establishing Academic Professionals
- UW 7-631 Regulations of the University Libraries
- UW 7-490 Regulations of the American Heritage Center

UW Pythian Papers on Academic Careers (http://www.uwyo.edu/acadaffairs/faculty-resources/tenure_promotion.html)
- Best Practices for Promotion to Full Professor
- Considering Collegiality and Service as Components of Academic Performance

UW College and Department Expectations for Reappointment, Tenure and Promotion
Tenure Track Faculty Career Path†

Annual probationary reappointment or nonrenewal

Additional Period of Growth

Ongoing excellence and impact through research, teaching and service

0

6

Hired as Assistant Professor

Tenure and promotion to Associate Professor, or termination

Promotion to Professor (optional)

† Similar Career Path for Academic Professionals on Extended Term Track (6-year probationary period, 6-year extended terms with review for next term in year 5, promotion in rank tied to productivity and not years of service)
# Tenure – What is it?

<table>
<thead>
<tr>
<th>Legal view</th>
<th>Philosophical view</th>
</tr>
</thead>
</table>

- **Tenure is an employment contract**
  - Has no specified end date
  - Can be ended only for specific reasons (e.g., cause, financial exigency)

- **Principles recognized in case law**
  - There is no guarantee of tenure.
  - The review takes many factors into account.
  - There are many levels of review and recommendation.
  - Only the governing board can confer tenure.

**Tenure & Academic Freedom**

“Academic freedom and tenure ... exist in order that society may have the benefit of honest judgment and independent criticism which otherwise might be withheld because of fear of offending a dominant social group or transient social attitude.”

# Standards and Criteria for Reappointment, Tenure and Promotion

<table>
<thead>
<tr>
<th>UW Regulation 5-1.D</th>
<th>Key Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>“The main criteria for reappointment, tenure and promotion decisions are creative development, advancement of knowledge, and dissemination of knowledge.”</td>
<td>Does the candidate’s record reflect both the commitment and the promise to sustain a career-long record of effective teaching, scholarship at the forefronts of knowledge, and effective service?</td>
</tr>
</tbody>
</table>

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In short, the land-grant mission

- **Strong teaching**, demonstrated *early* in career.
- **Strong scholarship**, critical for faculty to remain effective as their disciplines evolve.
- **Peer review** by nationally/internationally recognized experts, and by UW students and faculty.
Portfolio (or “Packet”)

Cumulative record of previous years’ evaluations at department, college and university levels included for reappointments, extended term, tenure & promotion

Annual documentation of:

- **Teaching** effectiveness (student, peer, and administrative evaluations; self-reflection)
- Record of **Research/Scholarly Activity** (peer-reviewed publications, books, grants, creative work, plus external peer reviews for tenure decision)
- **Service** (UW committees, statewide service, professional organizations, extension/outreach)
- **Extension** (Tenure Stream Professors, Academic Professionals, including Extension Educators, in College of Agriculture and Natural Resources)
Review Processes

Department

External peer review

Department faculty review

Department head’s recommendation

College

College-level faculty review

College Dean’s recommendation

University

University-level faculty review

Review by Academic Affairs

Review by President

Trustees’ action

May meeting

Summer

December through January

February

End of February

Early – End of April
Trustees Action

- Only positive cases forwarded
- Cases presented as a slate
- Negative decisions in executive session
- March for first-year cases; May for all others

There is no tenure until the Trustees confer it.
Post-Tenure Review  UW 5-808

- All faculty members have regular performance evaluations.
- Results affect salary (when merit raises are available) and future promotions.
- There are corrective measures for cases when performance falls below expectations.
- When these measures fail, dismissal is possible.

New in 2017

Standardizing annual evaluations and review/revision of job descriptions
Shift timeline from AY (May) to CY (Dec) to support Fall Semester planning
AGENDA ITEM TITLE:
Annual Internal Audit Plan, Marsh/Kathleen Miller

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Each year, the Internal Audit Office produces a list of internal audits to be conducted throughout the following year in order to manage administrative changes, identify critical risks, or offer a systematic/periodic audit to assist the University, colleges, departments or functions. The list and schedule for completing the audits are formed through consultation with the Board of Trustees Fiscal and Legal Affairs Committee (FLAC), President, Vice Presidents, Deans, General Counsel, and other interested stakeholders.

The proposed Annual Internal Audit Plan for 2018-19 is included below and arranged in the order that the audits will be started. FLAC will review the proposed plan at the May 2018 meeting and recommend full Board approval, if appropriate.

2018-19 Annual Internal Audit Plan

<table>
<thead>
<tr>
<th>Est. Hours</th>
<th>Audit Subject</th>
<th>Reason for Audit</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Alumni (Annual)</td>
<td>This is completed to verify the financials for Alumni that are then included in the University Financial Statement audit</td>
</tr>
<tr>
<td>200</td>
<td>Fine Arts Ticket Office</td>
<td>Many cash transactions and hasn't been done in 8 years</td>
</tr>
<tr>
<td>100</td>
<td>Science and Math Teaching Center (SMTC)</td>
<td>Requested by Dean</td>
</tr>
<tr>
<td>100</td>
<td>UWISE Network/Business Innovation Summit</td>
<td>Requested by Dean</td>
</tr>
<tr>
<td>300</td>
<td>University-wide Expenditure Approval Processes</td>
<td>To review the new system to ensure processes are working as expected</td>
</tr>
<tr>
<td>150</td>
<td>Business Dean's Office</td>
<td>Change of Leadership</td>
</tr>
<tr>
<td>200</td>
<td>College of Ag</td>
<td>Change of Leadership</td>
</tr>
<tr>
<td>70</td>
<td>4-HFoundation (Annual)</td>
<td>Limited review of assets. 4-H Foundation has $4.8 million in assets held and invested for all 4-H clubs across Wyoming.</td>
</tr>
<tr>
<td>90</td>
<td>Football Attendance</td>
<td>Required by NCAA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td><strong>Student Health Insurance Fees</strong></td>
<td>Students can purchase health insurance through the University system. Some issues were identified in the Risk Audit.</td>
</tr>
<tr>
<td>150</td>
<td><strong>Rodeo Club</strong></td>
<td>Requested by President.</td>
</tr>
<tr>
<td>200</td>
<td><strong>Cashiering (Touch Net)</strong></td>
<td>All cash is collected here and entered into the University system. Touch Net has not been audited before.</td>
</tr>
<tr>
<td>150</td>
<td><strong>Student Media</strong></td>
<td>This area sells advertising and therefore collects money. Internal Audit has received some complaints about cash handling.</td>
</tr>
<tr>
<td>200</td>
<td><strong>Study Abroad</strong></td>
<td>High area of risk as students travel to other countries. Has not been audited before.</td>
</tr>
<tr>
<td>200</td>
<td><strong>NCAA-(Annual)</strong></td>
<td>This audit has been required by NCAA. The audit is evidence that our Athletic Department is complying with regulations.</td>
</tr>
<tr>
<td>100</td>
<td><strong>Mandatory student fees</strong></td>
<td>Was requested by Administration.</td>
</tr>
<tr>
<td>300</td>
<td><strong>Athletics Business Office</strong></td>
<td>Many contracts and lots of travel. Has not been done before.</td>
</tr>
<tr>
<td>300</td>
<td><strong>U.W. Apartments</strong></td>
<td>Has never had an internal audit.</td>
</tr>
<tr>
<td>300</td>
<td><strong>Bookstore</strong></td>
<td>Many cash transactions and hasn't been done in 7 years.</td>
</tr>
<tr>
<td>3510</td>
<td><strong>Total Hours</strong></td>
<td></td>
</tr>
</tbody>
</table>

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
The Annual Internal Audit Plan is reviewed by the Board of Trustees each year.

WHY THIS ITEM IS BEFORE THE BOARD:
Section 7-25C of the University of Wyoming Board of Trustees Bylaws calls upon the Board to “review and confirm the priorities and key action plans of the audit function.”

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval of the Annual Internal Audit Plan.

PROPOSED MOTION
I move to approve the Annual Internal Audit Plan as presented to the Board of Trustees.

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
AGENDA ITEM TITLE:  
Update on Legislative Interim Studies, Asay

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Between legislative sessions, the Wyoming Legislative Joint and Select Committees meet to have in depth discussions on certain topics that were presented the previous legislative session as interim topics or through bills as studies. Joint interim committee meetings will take place throughout the spring, summer and fall. Ultimately, the committees will complete their work by recommending legislation or determining that no legislation is necessary.

The university has interest in several interim topics, and the Office of Government Relations will be following and participating in the work of several committees. In addition, there are committees and task forces that will require the participation and guidance of staff, faculty and trustees throughout the interim.

This discussion will update the Board of Trustees on the work that has been done to prepare for the upcoming interim, as well as inform the Board of Trustees on legislative expectations for the university.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
During the March 2018 Board of Trustees meeting, Chris Boswell gave a summary of the actions of the legislature that would impact the university. Additionally, the Board of Trustees and the President of the University selected their appointees to the UW Housing Task Force that was created during the 2018 legislative session.

WHY THIS ITEM IS BEFORE THE BOARD:
Information only.

ACTION REQUIRED AT THIS BOARD MEETING:
No Board action required.

PROPOSED MOTION
N/A

PRESIDENT’S RECOMMENDATION:
N/A
AGENDA ITEM TITLE:  Cybersecurity, Alyward

CHECK THE APPROPRIATE BOX(ES):

☐ Work Session
☐ Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Information Technology permits and processes 90,000,000 connections each day with 25 Terabytes (25,000,000,000,000 bytes) of data downloaded from the Internet each day. Information Technology also denies 50,000,000 connections each day. Most of those denied connections are preventing data theft, financial theft and attacks meant to damage the university’s computing and network infrastructure and other resources. Information Technology will provide a short presentation of the university’s information security.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
N/A

WHY THIS ITEM IS BEFORE THE BOARD:
Informational Update

ACTION REQUIRED AT THIS BOARD MEETING:
N/A

PROPOSED MOTION
N/A

PRESIDENT’S RECOMMENDATION:
N/A
AGENDA ITEM TITLE:  Presentation re: Pilot Hill Project, Kite/Brown

CHECK THE APPROPRIATE BOX(ES):

☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Justice Marilyn Kite, Senator Chris Rothfuss and Albany County Commissioner Terri Jones will present the Board of Trustees with information regarding the Pilot Hill Project. In 2017, Doug Samuelson offered to sell 5,500 acres of land to Albany County for the appraised price of $10.5M. This land connects the City of Laramie to Forest Service lands approximately 4 miles east of Laramie. The objective for the Pilot Hill Project is to provide new public access to this undeveloped open space while simultaneously protecting the Casper aquifer drinking water resource, enhancing recreational opportunities for residents and visitors (students and faculty), and promoting economic development by providing a high quality natural amenity to attract and retain businesses and their employees. The purchase agreement provides an option for the UW Board of Trustees to purchase for $100 the right to explore and develop up to three groundwater production wells for the benefit of UW.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
This topic has been referenced in previous meetings dating back to July 2017.

WHY THIS ITEM IS BEFORE THE BOARD:
Information only.

ACTION REQUIRED AT THIS BOARD MEETING:
None.

PROPOSED MOTION
N/A

PRESIDENT’S RECOMMENDATION:
N/A
1. Committee of the Whole – PROPOSED ITEMS FOR ACTION:

Contracts and Grants, Synakowski/Yates

CHECK THE APPROPRIATE BOX(ES):

☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
The Division of Research and Economic Development provides a list of all Contracts and Grants awarded to the University of Wyoming. This report provided data on a monthly basis. Attached is a list of all research grants and contracts awarded in the months of February and March 2018.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
At each meeting the Board approves or disapproves the Contract and Grants Report.

WHY THIS ITEM IS BEFORE THE BOARD:
UW Regulation 4-2 requires that all research grants, contracts and gifts be accepted or rejected by the Board.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the Contract and Grants Report.

PROPOSED MOTION
“I move to approve the Contract and Grants Report as presented to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
<table>
<thead>
<tr>
<th>Sponsor</th>
<th>Amount</th>
<th>Principal Investigator (PI)</th>
<th>Co-PI</th>
<th>Dept</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Research Service/Department of Agriculture</td>
<td>$14,302</td>
<td>Whitney Stewart</td>
<td></td>
<td>Animal Science</td>
<td>Growth Efficiency and Carcass Traits of Breed-Composite Rams (Stewart)</td>
</tr>
<tr>
<td>Agriculture and Agri-Food Canada</td>
<td>$8,000</td>
<td>Mengqiang Zhu</td>
<td></td>
<td>Ecosystem Science &amp; Management</td>
<td>The Influence of Vegetation on Soil Phosphorus Cycling Over Time in Semi-arid Soils</td>
</tr>
<tr>
<td>Alligare, LLC</td>
<td>$2,500</td>
<td>Brian Mealor</td>
<td></td>
<td>Plant Sciences</td>
<td>Evaluating Various Herbicide Formulations for Management and Restoration of Weed-Infested Areas</td>
</tr>
<tr>
<td>American Lamb Board</td>
<td>$30,000</td>
<td>Whitney Stewart</td>
<td></td>
<td>Animal Science</td>
<td>Quantifying the Economic Impact of Excessively Fat Lambs in the U.S. Lamb Processing Sector</td>
</tr>
<tr>
<td>American Society of Plant Taxonomists</td>
<td>$11,600</td>
<td>Gregory Brown</td>
<td></td>
<td>Botany</td>
<td>AMER SOC PLANT TAXANOMISTS OPERATIONAL SUPPORT</td>
</tr>
<tr>
<td>Animal and Plant Health Inspection Service/Department of Agriculture</td>
<td>$4,313</td>
<td>Alexandre Latchininsky</td>
<td></td>
<td>Ecosystem Science &amp; Management</td>
<td>Wyoming Cooperative Agricultural Pest Survey Program (CAPS): Infrastructure (Core)</td>
</tr>
<tr>
<td>Animal and Plant Health Inspection Service/Department of Agriculture</td>
<td>$19,768</td>
<td>Alexandre Latchininsky</td>
<td>Ecosystem Science &amp; Management</td>
<td>Wyoming Cooperative Agricultural Pest Survey Program (CAPS): Infrastructure (Core)</td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Briess Malting and Ingredients Company</td>
<td>$1,202</td>
<td>Jonnie Jenkins</td>
<td>Agriculture Experiment Station</td>
<td>Briess Variety Trial/Fertilizer (Moss)</td>
<td></td>
</tr>
<tr>
<td>Clear Creek Conservation District</td>
<td>$23,000</td>
<td>Patrick Harrington</td>
<td>Residence Life Administration</td>
<td>Northern Johnson County Russian Olive Removal</td>
<td></td>
</tr>
<tr>
<td>Equal Justice Wyoming Foundation</td>
<td>$29,670</td>
<td>Danielle Cover</td>
<td>College of Law Deans Office</td>
<td>Support for Civil Legal Services and Family and Immigrant Justice Clinics</td>
<td></td>
</tr>
<tr>
<td>Gowan Company LLC</td>
<td>$4,000</td>
<td>Andrew Kniss</td>
<td>Plant Sciences</td>
<td>Weed Science Research and Development</td>
<td></td>
</tr>
<tr>
<td>KC Harvey Environmental LLC</td>
<td>$97,376</td>
<td>Jonathan Brant</td>
<td>Civil &amp; Architectural Engineering</td>
<td>Integrated Forward Osmosis-Subsurface Desalination Irrigation System Development: Membrane Optimization and Design of Field Deployable Demonstration Unit</td>
<td></td>
</tr>
<tr>
<td>Meg and Bert Raynes Wildlife Fund</td>
<td>$4,712</td>
<td>Anna Lisa Chalfoun</td>
<td>Zoology &amp; Physiology</td>
<td>Great Gray Owl Habitat Selection and Home Range Characteristics During the Breeding and Post-Fledging Season</td>
<td></td>
</tr>
<tr>
<td>Monsanto Company</td>
<td>$6,480</td>
<td>Andrew Kniss</td>
<td>R&amp;E Center Powell</td>
<td>MSA Service Order 9: Improved Roundup Formulations</td>
<td></td>
</tr>
<tr>
<td>National Institutes of Health/DHHS</td>
<td>$360,279</td>
<td>David Fay</td>
<td>Molecular Biology</td>
<td>Characterizing Novel Functions of Conserved NIMA Family Kinases (Year 12)</td>
<td></td>
</tr>
<tr>
<td>National Renewable Energy Laboratory (NREL)</td>
<td>$60,000</td>
<td>Bruce Parkinson</td>
<td>Chemistry</td>
<td>Development of Two-dimensional Nitrogen Containing Graphene-like Materials (2D-NCGM)</td>
<td></td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>$2,171,621</td>
<td>Brent Ewers</td>
<td>EPSCoR</td>
<td>EPSCoR Track 1: Micro</td>
<td></td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>$ 1,199,884</td>
<td>Jacqueline Leonard</td>
<td>School of Teacher Education</td>
<td>The Bessie Coleman Project - Using Computer Modeling and Flight Simulation to Create STEM Pathways</td>
<td></td>
</tr>
<tr>
<td>----------------------------</td>
<td>------------</td>
<td>------------------</td>
<td>-----------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>$ 46,000</td>
<td>Kevin Monteith</td>
<td>Haub School of Environment &amp; Natural Resources</td>
<td>NSF Graduate Research Fellows Program (GRFP) - Ellen Overton Aikens 2017-18</td>
<td></td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>$ 5,000</td>
<td>Kevin Monteith</td>
<td>Haub School of Environment &amp; Natural Resources</td>
<td>NSF Graduate Research Fellows Program (GRFP) - Ellen Overton Aikens 2017-18</td>
<td></td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>$ 671</td>
<td>Clifford Riebe</td>
<td>Geology &amp; Geophysics</td>
<td>NSF Graduate Research Fellows Program (GRFP) - Lindsey Arvin 2017-2018</td>
<td></td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>$ 9,368</td>
<td>Michael Dillon</td>
<td>Zoology &amp; Physiology</td>
<td>NSF Graduate Research Fellows Program (GRFP) - Delina Dority 2017-2018</td>
<td></td>
</tr>
<tr>
<td>Natural Resources Conservation Service/Department of Agriculture</td>
<td>$ 41,518</td>
<td>Paddington Hodza</td>
<td>Wyoming Geographic Information Science Center</td>
<td>Grazinglands Utilization System</td>
<td></td>
</tr>
<tr>
<td>Natural Resources Conservation Service/Department of Agriculture</td>
<td>$ 120,000</td>
<td>Kristie Maczko</td>
<td>Ecosystem Science &amp; Management</td>
<td>Keeping Expiring CRP Lands in Grass Using NRCS Conservation Programs--Assessing Success</td>
<td></td>
</tr>
<tr>
<td>U.S. Fish &amp; Wildlife Service/Department of the Interior</td>
<td>$ 23,319</td>
<td>Brian Mealor</td>
<td>Plant Sciences</td>
<td>Evaluating Strategic Weed Management to Reduce Pesticide Use and Improve Effectiveness on F.E. Warren Air Force Base</td>
<td></td>
</tr>
<tr>
<td>Various Sponsors</td>
<td>$ 11,068</td>
<td>Jill Kline</td>
<td>Small Business Development Center</td>
<td>Market Research Center Program Income</td>
<td></td>
</tr>
<tr>
<td>Western Association of Fish and Wildlife Agencies</td>
<td>$ 96,532</td>
<td>Jessica Western</td>
<td>Haub School of Environment &amp; Natural Resources</td>
<td>Developing a Social Science Research Agenda to Guide Managers in Sagebrush Ecosystems</td>
<td></td>
</tr>
<tr>
<td>Organization</td>
<td>Amount</td>
<td>Name</td>
<td>Department</td>
<td>Project Description</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>--------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Western Sugar Cooperative</td>
<td>$20,500</td>
<td>Andrew Kniss</td>
<td>Plant Sciences</td>
<td>Weed Biology, Ecology, and Management in Sugarbeet</td>
<td></td>
</tr>
<tr>
<td>WY Business Council</td>
<td>$10,000</td>
<td>Gregory Jordan</td>
<td>Small Business</td>
<td>2017-2018 - Gro-Biz Conference and Idea Expo</td>
<td></td>
</tr>
<tr>
<td>WY Cultural Trust Fund</td>
<td>$6,000</td>
<td>Marianne Wardle</td>
<td>Development Center</td>
<td>University Art Museum</td>
<td></td>
</tr>
<tr>
<td>WY Dept of Education</td>
<td>$297,612</td>
<td>Andrea Burrows</td>
<td>School of Teacher Education</td>
<td>Laramie Mural Project to Create New Murals and their Promotion by Local Artists in Laramie</td>
<td></td>
</tr>
<tr>
<td>WY Dept of Education</td>
<td>$223,209</td>
<td>Jason Katzmann</td>
<td>UW Casper</td>
<td>Robotics, Applied Mathematics, Physics and Engineering Design (RAMPED) II: Cybersecurity and the Internet of Things</td>
<td></td>
</tr>
<tr>
<td>WY Dept of Health</td>
<td>$138,000</td>
<td>Thanh-Nga Nguyen</td>
<td>Pharmacy</td>
<td>Utilizing Place Pedagogies to Engage Real-world Watershed Investigation (UPPER Wind) III: A Community-Based Model</td>
<td></td>
</tr>
<tr>
<td>WY Dept of Health</td>
<td>$85,356</td>
<td>Canyon Hardesty</td>
<td>Wyoming Institute for Disabilities WIND</td>
<td>Integrated Pharmacy Model in the State of Wyoming</td>
<td></td>
</tr>
<tr>
<td>WY Dept of Transportation</td>
<td>$143,184</td>
<td>Milan Zlatkovic</td>
<td>Civil &amp; Architectural Engineering</td>
<td>UW ECHO in Behavioral Health and Substance Use</td>
<td></td>
</tr>
<tr>
<td>WY Dept of Transportation</td>
<td>$179,645</td>
<td>Khaled Ksaiabati</td>
<td>Civil &amp; Architectural Engineering</td>
<td>Safety and Operational Analysis with Mitigation Strategies for Freeway Truck Traffic in Wyoming - Federal and State</td>
<td></td>
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<tr>
<td>WY Dept of Transportation</td>
<td>$142,680</td>
<td>Matthew Kauffman</td>
<td>Wyoming Coop Unit</td>
<td>Developing a New Barrier Condition Index to Optimize Barrier Improvements in Wyoming - Federal and State</td>
<td></td>
</tr>
<tr>
<td>WY Wildlife and Natural Resource Trust</td>
<td>$145,000</td>
<td>Kevin Monteith</td>
<td>Haub School of Environment &amp; Natural Resources</td>
<td>Investigating Potential Solutions to the Barrier Effect of Interstate 80 on Pronghorn Movements - Federal and State</td>
<td></td>
</tr>
</tbody>
</table>


The University of Wyoming  
Board of Trustees’ Report  
May 9-11, 2018  
Page 132

<table>
<thead>
<tr>
<th>Sponsor</th>
<th>Amount</th>
<th>Principal Investigator (PI)</th>
<th>Co-PI</th>
<th>Dept</th>
<th>Description</th>
</tr>
</thead>
</table>

Sponsored Programs

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>TOTAL 12/2017</td>
<td>$6,017,177</td>
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<tr>
<td>Total From 7/2017</td>
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<tr>
<td>Total From 8/2017</td>
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<tr>
<td>Total From 9/2017</td>
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<tr>
<td>Total From 10/2017</td>
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<tr>
<td>Total From 11/2017</td>
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</tr>
<tr>
<td>Total From 12/2017</td>
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<td>Total From 01/2018</td>
<td>$10,094,521</td>
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<tr>
<td>Total From 02/2018</td>
<td>$8,348,623</td>
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<tr>
<td>Total Year to Date</td>
<td>$62,909,456</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor</th>
<th>Amount</th>
<th>Principal Investigator (PI)</th>
<th>Co-PI</th>
<th>Dept</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Department of Education (D-ED)</td>
<td>$23,835,105</td>
<td>Debra Hintz</td>
<td></td>
<td>Student Financial Aid (SFA)</td>
<td>Direct Student Loans 2017-18</td>
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<tr>
<td>US Department of Education (D-ED)</td>
<td>$16,408,924</td>
<td>Debra Hintz</td>
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<td>Student Financial Aid (SFA)</td>
<td>Direct Student Loans 2017-18</td>
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<tr>
<td>Total Institutional Awards</td>
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<td></td>
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<tr>
<td>Grand Total</td>
<td>$103,153,485</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
Personnel – Academic Report and Non-Academic Report, Miller/Benham Deal

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Information is provided to the Board about personnel matters, including but not limited to appointments; reappointments, tenure, promotion and extended term renewals; change in appointments; retirements and resignations; and sabbatical and professional development leaves. Supporting materials include a list of all personnel information that needs action by the Board.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
The Board receives regular information about personnel matters.

WHY THIS ITEM IS BEFORE THE BOARD:
Per University Regulation 5-1 (Academic Personnel), 5-803 (Reappointment, Tenure and Promotion Procedures for Faculty Members), and 5-408 (Guidelines for Establishing Academic Professionals), Board approval is needed.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the personnel report as provided.

PROPOSED MOTION
“I move to approve the personnel report as provided to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
3. Committee of the Whole – PROPOSED ITEMS FOR ACTION:

Board Appointments for WRI, Synakowski

CHECK THE APPROPRIATE BOX(ES):

☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
The Western Research Institute reports to the Vice President for Research and Economic Development (VPRED) and is under the umbrella of the University of Wyoming Research Corporation. Annually, the membership of its Board of Directors is subject to approval by the Trustees.

This year, no changes in Board membership are proposed, with the exception that the VPRED has in the past been a member of this Board. VP Synakowski has not been formally approved by the Trustees for this membership; his name is added here for consideration.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
The membership of the WRI Board of Directors has been acted upon annually by the Trustees for some time

WHY THIS ITEM IS BEFORE THE BOARD:
Action on the WRI Board of Directors membership is required at this meeting to ensure continuity of WRI BoD membership.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the recommended membership of the WRI Board of Directors. The proposed slate is:
- Dr. Myron B. Allen (Chairman), professor of mathematics, U of Wyoming
- Mr. Ronald H. Benson, Tucson, Arizona. Natural gas and oil background, including past president of PacifiCorp
- Mr. Dale S. Decker, Eagle, Colorado of Dale S. Decker, L.L.C
- Mr. Rob Hurless, assistant director, Enhanced Oil Recovery Institute at U of Wyoming
- Dr. E.J. Synakowski, VPRED, U of Wyoming
- Dr. Fred Wasden (Vice Chairman), Houston, Texas. Petroleum engineer
- Mr. Richard C. Willson, Jr., Palm Harbor, Florida. IP attorney

PROPOSED MOTION
“I move to approve the slate of candidates for the Board of Directors of the Western Research Corporation presented to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
4. **Committee of the Whole – PROPOSED ITEMS FOR ACTION:**

**Master List of Degrees**, Miller/Alexander

CHECK THE APPROPRIATE BOX(ES):

- [ ] Work Session
- [ ] Education Session
- [ ] Information Item
- [x] Other Specify: Committee of the Whole (Items for Approval)

**BACKGROUND AND POLICY CONTEXT OF ISSUE:**

In March 1983, the Board adopted the process of annually approving a composite list of all degrees and majors offered by the University of Wyoming. The Office of Academic Affairs maintains this list and presents it to the Board for confirmation.

The current Masters List contains several changes from the list confirmed by the Board in May 2017. The School of Environment & Natural Resources has added a Bachelor of Science in Outdoor Recreation & Tourism Management. The College of Engineering and Applied Science proposes adding a new certificate in Cybersecurity. The Self-Designed Major offered by the Arts & Science College has been eliminated. Some programs are noted as Inactive Admission Status while departments are merged and current curriculum is changed.

**ACTION REQUIRED AT THIS BOARD MEETING:**

The Board is asked to approve the updated Master List of Degrees and Majors – 2018. This list will be revised dependent on the Board of Trustees approval or disapproval of proposed certificate and degree programs.

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.
UNIVERSITY OF WYOMING
MASTER LIST OF DEGREES AND MAJORS
as authorized by the Trustees
May 2018
Prepared by the Office of Academic Affairs

By way of explanation, the degree title is listed in bold italics (for example, Bachelor of Arts, Bachelor of Science in Chemical Engineering). The list of majors for a specific degree in a specific college is listed below the degree title. Information in italics and parentheses ( ) following a major is explanatory data, and not part of the official major name. Majors with brackets {} require the insertion of a secondary program of study. Proposed new Degrees and Certificates have been highlighted in green. Programs in red are listed as Inactive Admission Status. Their status will be determined at a later date, once departments are merged and curriculum is changed. Degrees and Certificates proposed to be deleted from previous Master Lists are highlighted in yellow and crossed out. The proposed deletions are programs that were duplicated in other departments or that UW has simply ceased to offer over time and all eliminated programs have gone through the process as outlined in the University regulations for eliminating programs. As such, the master list of degrees and majors has been corrected to reflect current offerings.

COLLEGE OF AGRICULTURE & NATURAL RESOURCES

Bachelor of Applied Science
  Organizational Leadership

Bachelor of Science
  Agricultural Business
  Agricultural Communications
  Agroecology
  Animal and Veterinary Science
  Microbiology
  Molecular Biology
  Rangeland Ecology and Watershed Management

Bachelor of Science in Family and Consumer Sciences

Master of Arts
  Molecular Biology

Master of Science
  Agricultural and Applied Economics
  Animal and Veterinary Science
  Entomology
  Family and Consumer Sciences
  Food Science and Human Nutrition (interdisciplinary)
  Molecular Biology *
  Plant Sciences
  Rangeland Ecology and Watershed Management
  Soil Science
* = This major counted under previously listed degree in this college (College of Agriculture & Natural Resources)

**COLLEGE OF AGRICULTURE & NATURAL RESOURCES (cont.)**

**Doctor of Philosophy**
   Animal and Veterinary Science  
   Entomology  
   Molecular Biology  
   Plant Sciences  
   Rangeland Ecology and Watershed Management  
   Soil Science

**COLLEGE OF ARTS & SCIENCES**

**Bachelor of Arts**
   African American and Diaspora Studies  
   American Indian Studies  
   American Studies  
   Anthropology  
   Art  
   Art History  
   Chemistry  
   Communication  
   Criminal Justice  
   English  
   French  
   Geography  
   Geology and Earth Sciences  
   Gender and Women’s Studies  
   German  
   History  
   Humanities/Fine Arts  
   International Studies  
   Journalism  
   Mathematics  
   Mathematics/Science  
   Music  
   Philosophy  
   Physics  
   Political Science  
   Religious Studies  
   **Self-Designed Major**  
   Social Science  
   Sociology  
   Spanish
Statistics
Theatre and Dance

**Bachelor of Fine Arts**
Art *

* = This major counted under previously listed degree in this college (College of Arts and Sciences)

**COLLEGE OF ARTS & SCIENCES (cont.)**

Theatre and Dance *

**Bachelor of Music**
Music Education
Music Performance

**Bachelor of Science**
Astronomy/Astrophysics
Biology *
Botany *
Chemistry *
Chemistry (ACS approved) #
Communication *
Environmental Geology/Geohydrology
Geography *
Geology
Journalism *
Mathematics *
Mathematics/Science *
Physics*
Physiology
Political Science *
Psychology

[Self-Designed Major]*

Social Science *
Statistics *
Wildlife and Fisheries Biology and Management *(professional)*
Zoology

**Master of Arts**
American Studies *(interdisciplinary)*
Anthropology
Communication
English
Geography
History
International Studies *(interdisciplinary)*
Mathematics
Philosophy
Political Science
Psychology
Sociology
Spanish

Master of Arts in Teaching
History *
Mathematics *

Master of Fine Arts in Creative Writing

Master of Music

* = This major counted under previously listed degree in this college (College of Arts and Sciences)
# = This listing not counted as a separate major

COLLEGE OF ARTS & SCIENCES (cont.)

Master of Music Education

Master of Planning (Community and Regional)

Master of Public Administration

Master of Science
  Botany
  Chemistry
  Geology
  Geophysics
  Mathematics *
  Natural Science (interdisciplinary)
  Physics
  Psychology *
  Statistics
  Zoology and Physiology

Master of Science in Teaching
  Chemistry *
  Geography *
  Mathematics *
  Natural Science (interdisciplinary) *
  Physics *

Doctor of Philosophy
  Anthropology
  Botany
  Chemistry
  Geology
  Geophysics
  Mathematics
  Physics
  Psychology
  Statistics
Zoology and Physiology

* = This major counted under previously listed degree in this college (College of Arts and Sciences)

COLLEGE OF BUSINESS

Bachelor of Science
  Accounting
  Business Administration
  Business Economics
  Economics
  Finance
  Management
  Marketing

Master of Business Administration
  Business Administration
  Business Administration- Executive #
# = This listing not counted as a separate major

COLLEGE OF BUSINESS (cont.)

  Energy Management

Master of Science
  Accounting
  Economics
  Economics and Finance
  Finance

Doctor of Philosophy
  Economics
  Management and Marketing

COLLEGE OF EDUCATION

Bachelor of Arts
  Elementary Education
  Secondary Education

Bachelor of Science
  Agricultural Education

Master of Arts
  Education

Master of Science
  Counseling
  Education *
  Natural Science (interdisciplinary) *

Doctor of Education

Doctor of Philosophy
Counselor Education and Supervision
Curriculum and Instruction
Education

* = This major counted under previously listed degree in this college (College of Education)

**COLLEGE OF ENGINEERING AND APPLIED SCIENCE**

*Bachelor of Science in Architectural Engineering*
*Bachelor of Science in Chemical Engineering*
*Bachelor of Science in Civil Engineering*
*Bachelor of Science in Computer Engineering*
*Bachelor of Science in Computer Science*
*Bachelor of Science in Electrical Engineering*
*Bachelor of Science in Energy Systems Engineering*
*Bachelor of Science in Mechanical Engineering*
*Bachelor of Science in Petroleum Engineering*

*Master of Science*
Architectural Engineering

**COLLEGE OF ENGINEERING AND APPLIED SCIENCE (cont.)**

Atmospheric Science
Chemical Engineering
Civil Engineering
Computer Science
Electrical Engineering
Environmental Engineering
Mechanical Engineering
Petroleum Engineering

*Doctor of Philosophy*
Atmospheric Science
Chemical Engineering
Civil Engineering
Computer Science
Electrical Engineering
Mechanical Engineering
Petroleum Engineering

**COLLEGE OF HEALTH SCIENCES**

*Bachelor of Science*
Kinesiology and Health Promotion
Medical Laboratory Science
Physical Education Teaching
Speech, Language and Hearing Sciences

*Bachelor of Science in Dental Hygiene*
Bachelor of Science in Nursing
Bachelor of Social Work
Master of Science
  Health Services Administration
  Kinesiology and Health
  Nursing
  Speech-Language Pathology
Master of Social Work
Doctor of Nursing Practice
Doctor of Pharmacy

COLLEGE OF LAW

Juris Doctor

SCHOOL OF ENVIRONMENT & NATURAL RESOURCES

Bachelor of Science
  Environment and Natural Resources/{affiliated major}

SCHOOL OF ENVIRONMENT & NATURAL RESOURCES (cont.)

  Outdoor Recreation & Tourism Management

CROSS-COLLEGE INTERDISCIPLINARY UNDERGRADUATE DEGREES

Bachelor of Science
  Energy Resource Management and Development

CROSS-COLLEGE INTERDISCIPLINARY GRADUATE DEGREES

Juris Doctor/Master of Arts in Environment and Natural Resources #
Juris Doctor/Master of Public Administration #

# = This listing not counted as a separate major

ACADEMIC AFFAIRS

Master of Arts
  Geography/Water Resources #

Master of Science
  Agricultural and Applied Economics/Water Resources #
  Biomedical Sciences
  Botany/Water Resources #
  Civil Engineering/Water Resources #
  Economics/Water Resources #
Geology/Water Resources #
Rangeland Ecology and Watershed Management/Water Resources #
Soil Science/Water Resources #
Zoology and Physiology/Water Resources #

* = This major counted under previously-listed degree in this unit (Academic Affairs)
# = This listing not counted as a separate major

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**Aggregate list of certificates offered at UW**
**May 2018**

**Graduate certificates**
American Studies
Early Childhood Mental Health
English as a Second Language
K-12 Special Education
Literacy
Music Performance
Online Instruction
Online Play Therapy
Reclamation and Restoration Ecology
School District Superintendent
School Principalship
School Social Work
Teachers of American Indian Children
Teaching Elementary School
Teaching Middle School Math
Teaching Middle School Science
Teaching Secondary Content

**Undergraduate certificates**

Cybersecurity

= Pending Board of Trustee approval
5. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
   Approval of 2019 and 2020 Trustee Meeting Schedules, MacPherson

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Under the revised UW Board of Trustees Annual Schedule of Items to Approve, Discuss or Report, the trustees review and approve meeting schedules for the next two calendar years at each May trustee meeting. These calendars are created using the University of Wyoming Academic Calendar and input from the administration regarding deadlines for materials required for submission to the state, i.e. budget documents and external audit reports. A regular face-to-face meeting is scheduled for every other month, beginning in January, with conference call meetings scheduled during the off months. It is noted that “Special” Board of Trustees meetings may be called between regularly scheduled Board meetings for topics requiring immediate attention.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
The Board of Trustees reviewed draft meeting schedules at the January 2018 meeting.

WHY THIS ITEM IS BEFORE THE BOARD:
This item is before the Board for Trustee discussion and approval.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the 2019 and 2020 Trustee meeting schedules.

PROPOSED MOTION
“I move that the UW Board of Trustees approve the 2019 and 2020 trustee meeting schedules as presented.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
## 2019

### UW Board of Trustees’ Meeting Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 23-25, 2019</td>
<td>(Wednesday-Friday)</td>
<td>Board Meeting in Laramie</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Classes are scheduled to begin January 28, 2019]</td>
</tr>
<tr>
<td>February 20, 2019</td>
<td>(8:00-9:30 a.m.)</td>
<td>Board Conference Call</td>
</tr>
<tr>
<td></td>
<td>(Wednesday)</td>
<td></td>
</tr>
<tr>
<td>March 27-29, 2019</td>
<td>(Wednesday-Friday)</td>
<td>Board Meeting in Laramie</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[The Legislative Session generally ends on the first Friday in March; the MWC Basketball Tournament is generally the second weekend in March – official dates TBD; Spring Break is March 18-22, 2019.]</td>
</tr>
<tr>
<td>April 10, 2019</td>
<td>(8:00-9:30 a.m.)</td>
<td>Board Conference Call</td>
</tr>
<tr>
<td></td>
<td>(Wednesday)</td>
<td></td>
</tr>
<tr>
<td>May 15-17, 2019</td>
<td>(Wednesday-Friday)</td>
<td>Board Meeting in Laramie</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Commencement to be held May 18, 2019]</td>
</tr>
<tr>
<td>June 12, 2019</td>
<td>(8:00-9:30 a.m.)</td>
<td>Board Conference Call</td>
</tr>
<tr>
<td></td>
<td>(Wednesday)</td>
<td></td>
</tr>
<tr>
<td>July 16-19, 2019</td>
<td>(Tuesday-Friday)</td>
<td>Board Out-of-Town Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Location TBD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Business Meeting to be held Friday, July 19, 2019]</td>
</tr>
<tr>
<td>August 14, 2019</td>
<td>(8:00-9:30 a.m.)</td>
<td>Board Conference Call</td>
</tr>
<tr>
<td></td>
<td>(Wednesday)</td>
<td></td>
</tr>
<tr>
<td>September 11-13, 2019</td>
<td>(Wednesday-Friday)</td>
<td>Board Meeting in Laramie</td>
</tr>
<tr>
<td>October 16, 2019</td>
<td>(8:00-9:30 a.m.)</td>
<td>Board Conference Call</td>
</tr>
<tr>
<td></td>
<td>(Wednesday)</td>
<td></td>
</tr>
<tr>
<td>November 13-15, 2019</td>
<td>(Wednesday-Friday)</td>
<td>Board Meeting in Laramie</td>
</tr>
<tr>
<td>December 11, 2019</td>
<td>(8:00-9:30 a.m.)</td>
<td>Board Conference Call</td>
</tr>
<tr>
<td></td>
<td>(Wednesday)</td>
<td>[Commencement to be held December 14, 2019]</td>
</tr>
</tbody>
</table>

**Note:** “Special” Board of Trustees meetings may be called between regularly scheduled Board meetings for topics requiring immediate attention.
2020

UW Board of Trustees’ Meeting Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>January 22-24, 2020</strong></td>
<td><strong>Board Meeting in Laramie</strong></td>
<td>(Wednesday-Friday) [Classes scheduled to begin January 27, 2020]</td>
</tr>
<tr>
<td><strong>February 19, 2020 (8:00-9:30 a.m.)</strong></td>
<td><strong>Board Conference Call</strong></td>
<td>(Wednesday)</td>
</tr>
<tr>
<td><strong>March 25-27, 2020</strong></td>
<td><strong>Board Meeting in Laramie</strong></td>
<td>(Wednesday-Friday) [The Legislative Session generally ends on the first Friday in March; the MWC Basketball Tournament is generally the second weekend in March – official dates TBD; Spring Break is March 16-20, 2020.]</td>
</tr>
<tr>
<td><strong>April 15, 2020 (8:00-9:30 a.m.)</strong></td>
<td><strong>Board Conference Call</strong></td>
<td>(Wednesday)</td>
</tr>
<tr>
<td><strong>May 13-15, 2020</strong></td>
<td><strong>Board Meeting in Laramie</strong></td>
<td>(Wednesday-Friday) [Commencement to be held May 16, 2020]</td>
</tr>
<tr>
<td><strong>June 10, 2020 (8:00-9:30 a.m.)</strong></td>
<td><strong>Board Conference Call</strong></td>
<td>(Wednesday)</td>
</tr>
<tr>
<td><strong>July 14-17, 2020</strong></td>
<td><strong>Board Out-of-Town Meeting</strong></td>
<td>(Tuesday-Friday) Location TBD [Business Meeting to be held Friday, July 17, 2020]</td>
</tr>
<tr>
<td><strong>August 12, 2020 (8:00-9:30 a.m.)</strong></td>
<td><strong>Board Conference Call</strong></td>
<td>(Wednesday)</td>
</tr>
<tr>
<td><strong>September 16-18, 2020</strong></td>
<td><strong>Board Meeting in Laramie</strong></td>
<td>(Wednesday-Friday)</td>
</tr>
<tr>
<td><strong>October 14, 2020 (8:00-9:30 a.m.)</strong></td>
<td><strong>Board Conference Call</strong></td>
<td>(Wednesday)</td>
</tr>
<tr>
<td><strong>November 11-13, 2020</strong></td>
<td><strong>Board Meeting in Laramie</strong></td>
<td>(Wednesday-Friday)</td>
</tr>
<tr>
<td><strong>December 9, 2020 (8:00-9:30 a.m.)</strong></td>
<td><strong>Board Conference Call</strong></td>
<td>(Wednesday) [Commencement date TBD]</td>
</tr>
</tbody>
</table>

**Note:** “Special” Board of Trustees meetings may be called between regularly scheduled Board meetings for topics requiring immediate attention.
6. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
   Designate Depositories for UW Funds, Jewell

CHECK THE APPROPRIATE BOX(ES):
☑ Work Session
☐ Education Session
☐ Information Item
☑ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Board of Trustees to annually review and approve listing of depositories for UW Funds.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
At the May 2017 meeting, the Board of Trustees last reviewed and approved depositories for UW funds.

WHY THIS ITEM IS BEFORE THE BOARD:
Per W.S. 9-4-817 “monies collected and held by a treasurer of a political subdivision, municipality or special district within the state shall be deposited in bank which qualify as depositories for public monies as specified in W.S. 9-4-803(a).”

See attachment 1 for listing of designated depositories approved by the State Treasurer.

Current UW depositories

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment</td>
<td>Security portfolio is held in safekeeping at Wells Fargo in Denver</td>
<td>Wells Fargo Securities, LLC</td>
</tr>
<tr>
<td>Investment</td>
<td>Liquid cash is invested and is available for withdrawal or investment on a daily basis. Wyoming Government Investment Fund was designed exclusively for Wyoming public entities (W.S. 9-4-831 (a)(viii)).</td>
<td>Wyoming Government Investment Fund</td>
</tr>
<tr>
<td>Operating</td>
<td>Cash Account-Operating</td>
<td>First Interstate Bank</td>
</tr>
<tr>
<td>Operating</td>
<td>Cash Account-Payroll</td>
<td>Bank of the West</td>
</tr>
<tr>
<td>Operating</td>
<td>Cash Account-Student Loan Funds</td>
<td>American National Bank</td>
</tr>
</tbody>
</table>

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the UW repositories.

PROPOSED MOTION
“I move to approve the depositories for UW funds as presented in the list above.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.
State Banks eligible to be designated as State Depositories

as of April 12, 2018

<table>
<thead>
<tr>
<th>Financial Institution</th>
<th>City or Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANB Bank</td>
<td>Buffalo, Casper, Cheyenne, Gillette, Laramie, Worland</td>
</tr>
<tr>
<td>Bank of Bridger NA</td>
<td>Greybull, Lovell, Powell, Thermopolis</td>
</tr>
<tr>
<td>Bank Of Commerce</td>
<td>Rawlins</td>
</tr>
<tr>
<td>Bank of Jackson Hole</td>
<td>Alpine, Dubois, Jackson, Pinedale, Teton Village, Wilson</td>
</tr>
<tr>
<td>Bank of Star Valley</td>
<td>Afton, Alpine, Thayne</td>
</tr>
<tr>
<td>Bank of the West</td>
<td>Big Piney, Casper, Cheyenne, Cody, Douglas, Evanston, Gillette, Green River, Jackson, Kemmerer, Lander, Laramie, Lusk, Meeteetse, Rawlins, Riverton, Rock Springs, Saratoga, Sheridan, Wheatland, Worland</td>
</tr>
<tr>
<td>Banner Capital Bank</td>
<td>Cheyenne, Guernsey</td>
</tr>
<tr>
<td>Big Horn Federal Savings Bank</td>
<td>Cody, Greybull, Lovell, Powell, Thermopolis, Worland</td>
</tr>
<tr>
<td>Buffalo Federal Bank</td>
<td>Bank of Buffalo, Bank of Gillette, Bank of Sheridan</td>
</tr>
<tr>
<td>Central Bank and Trust</td>
<td>Cheyenne, Ft Washakie, Lander, Riverton, Thermopolis</td>
</tr>
<tr>
<td>Cheyenne State Bank</td>
<td>Cheyenne</td>
</tr>
<tr>
<td>Commerce Bank of Wyoming, a branch of Nebraska</td>
<td>Rock Springs</td>
</tr>
<tr>
<td>Converse County Bank</td>
<td>Douglas</td>
</tr>
<tr>
<td>Cowboy State Bank</td>
<td>Ranchester, Sheridan</td>
</tr>
<tr>
<td>Farmers State Bank</td>
<td>Pine Bluffs</td>
</tr>
<tr>
<td>First Federal Bank &amp; Trust</td>
<td>Sheridan</td>
</tr>
<tr>
<td>First Interstate Bank</td>
<td>Buffalo, Casper, Cheyenne, Gillette, Jackson, Lander, Laramie, Riverton, Sheridan</td>
</tr>
<tr>
<td>First National Bank of Gillette</td>
<td>Gillette</td>
</tr>
<tr>
<td>First Northern Bank Of Wyoming</td>
<td>Buffalo, Gillette, Sheridan</td>
</tr>
<tr>
<td>First State Bank of Newcastle</td>
<td>Newcastle</td>
</tr>
<tr>
<td>First Western Trust Bank</td>
<td>Jackson Hole</td>
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<tr>
<td>FirstTier Bank</td>
<td>Cheyenne, Upton</td>
</tr>
<tr>
<td>Glacier Bank</td>
<td>Afton, Alpine, Cody, Evanston, Guernsey, Kemmerer, Mountain View, Lovell, Pinedale, Powell, Rock Springs, Torrington, Wheatland</td>
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<td>Financial Institution</td>
<td>City or Town</td>
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<td>-------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>Hilltop National Bank</td>
<td>Casper, Glenrock</td>
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<tr>
<td>Jonah Bank of Wyoming</td>
<td>Casper, Cheyenne</td>
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<td>Lusk State Bank</td>
<td>Lusk</td>
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<td>Pinnacle Bank - Wyoming</td>
<td>Cheyenne, Cody, Gillette, Moorcroft, Newcastle, Thermopolis, Torrington, Worland</td>
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<td>Platte Valley Bank</td>
<td>Casper, Cheyenne, Evansville, Torrington, Wheatland,</td>
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<tr>
<td>Points West Community Bank</td>
<td>Douglas, Lingle, Pine Bluffs, Torrington</td>
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<tr>
<td>Rawlins National Bank</td>
<td>Hanna, Rawlins, Saratoga</td>
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<td>Rocky Mountain Bank</td>
<td>Jackson, Pinedale, Rock Springs</td>
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<td>Rolling Hills Bank &amp; Trust</td>
<td>Wheatland</td>
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<tr>
<td>Security State Bank</td>
<td>Basin, Greybull, Gillette, Sheridan, Worland</td>
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<tr>
<td>State Bank</td>
<td>Green River, Rock Springs</td>
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<tr>
<td>Summit National Bank</td>
<td>Hulett</td>
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<tr>
<td>Sundance State Bank</td>
<td>Sundance</td>
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<tr>
<td>Uinta Bank</td>
<td>Evanston, Mountain View, Rock Springs</td>
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<tr>
<td>US Bank NA</td>
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<td>Wells Fargo Bank</td>
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<tr>
<td>Western States Bank</td>
<td>Cheyenne, Laramie</td>
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<tr>
<td>Wyoming Bank &amp; Trust</td>
<td>Burns, Cheyenne</td>
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<tr>
<td>Wyoming Community Bank</td>
<td>Lander, Riverton</td>
</tr>
</tbody>
</table>
Committee of the Whole – PROPOSED ITEMS FOR ACTION:
Set the Amount of the Deputy Treasurer’s and Treasurer’s Bond and Designate/Set Any Other Appropriate Bonds (W.S. 21-178-203), McKinley/Mai/Evans

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Wyoming Statute § 21-17-203 requires that the Treasurer of the Board of Trustees execute a bond “with approved sureties in double the sum likely to come into his hands, for the faithful discharge of his duties.” Because the Treasurer of the Board does not have access to any of the University’s bank accounts, and therefore does not have access to any University funds, it is not necessary to execute a bond to remain in compliance with the statute.

W.S. § 21-17-203 also states that “the board may from time to time appoint and authorize a person to examine and approve for payment all legal claims against the corporation. The person shall give bond with surety approved by the board, payable to the state of Wyoming in such sum as the board may fix, conditioned for the faithful performance of his duties.”

Per Section 6-2 of the Bylaws of the Trustees, the “Deputy Treasurer shall be nominated by the President of the University for appointment by the Trustees, shall be an officer of the University of Wyoming whose duties include responsibility for the receipt, custody, and expenditure of all funds of the University of Wyoming not held by the State Treasurer, and shall exercise the same responsibility with respect to any funds or monies of the Trustees of the University of Wyoming.”

Per UW Regulation 1-1, the Board has appointed the Vice President for Administration as the Deputy Treasurer: “In accordance with the Bylaws, the Vice President for Administration shall serve as the Deputy Treasurer of the Trustees of the University of Wyoming, and shall exercise all duties and responsibilities incident to this position, including the receipt, custody and recording of all monies or funds payable to the Trustees, the Treasurer, the University, or any of its colleges, divisions, or departments and the disbursement or investment of such funds and monies as authorized by the Trustees.”

Additionally, Presidential Directive 3-1993-1 (Receipt and Handling of University Funds) includes the following policy regarding electronic payments from a University bank account:

Automated Clearing House (ACH) payments may only be initiated by the University’s Accounting Manager or Assistant Manager, Accounting using the bank’s customer portal, which enhances the security of the transaction by the layered security features offered by these interfaces. Authorized signors will not initiate ACH payments in person at any bank branch except in limited cases. In those limited cases that an ACH would need to be initiated in-person at a bank
branch, two of the following three personnel shall be present for the transaction: Associate Vice President of Fiscal Administration, Accounting Manager, and/or the Assistant Accounting Manager.

Wire transactions will only be initiated by the Accounting Manager or Assistant Manager, Accounting by delivery of a letter which shall include wire details to the bank. Once in receipt of this letter, the bank will confirm the wire and amount with either the Accounting Manager or Assistant Manager, Accounting prior to processing.

Wire transactions for investing purposes will only be initiated by the Manager, Financial Services; Director of Tax Compliance; or the Coordinator, Financial Services on the bank’s customer portal to take advantage of the layered security features offered in these interfaces. In the case that UW’s operating bank is not accessible due to technical difficulties, the steps required to initiate a wire transaction for operating purposes listed in the previous paragraph will be followed.

The overnight cash institution is only authorized to wire funds to UW’s operating bank account. Wires out of the overnight cash institution are deposited directly into the general fund bank account. In the case the online customer portal for overnight cash is not accessible due to technical difficulties, the Manager, Financial Services; Director of Tax Compliance; or the Coordinator, Financial Services may call the overnight cash institution to initiate the wire transaction into the general fund bank account.

With these controls in place, the University recommends that when the new Vice President for Finance and Administration is appointed, he or she execute a bond in the amount of one million dollars ($1,000,000.00) in accordance with W.S. § 21-17-203.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
In May 2017, the Board of Trustees approved the Deputy Treasurer to execute a $1,000,000.00 bond.

WHY THIS ITEM IS BEFORE THE BOARD:
W.S. § 21-17-203 requires the Deputy Treasurer “shall give bond with surety approved by the board, payable to the state of Wyoming in such sum as the board may fix, conditioned for the faithful performance of his duties.”

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval for the new Vice President of Finance and Administration, who serves as Deputy Treasurer, to execute a $1,000,000.00 bond.

PROPOSED MOTION
“I move to approve the Deputy Treasurer to execute a $1,000,000.00 bond to fulfill the requirement of Wyoming Statute 21-17-203.”
INFORMATION ONLY: **Contracts and Procurement Report**, Evans

CHECK THE APPROPRIATE BOX(ES):

☐ Work Session
☐ Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
Per UW Regulation 3-1 (Signature Authority), unless otherwise limited by UW Regulation or reserved by the Board of Trustees, the President shall have authority to approve and/or sign University contracts, federal contracts, agreements, memorandums of understanding, and procurements that involve an external party, require consideration (paid or received) valued less than $1,000,000 (one-time or in aggregate), and for which the term is less than five years. The President may delegate this authority to University Officers for such contracts, federal contracts, agreements, memorandums of understanding, and procurements that require consideration (paid or received) valued less than $500,000 (one-time or in aggregate) and for which the term is less than five years.

As required by the Regulation, attached are the following reports:

1) Service Contracts (including contracts, federal contracts, agreements, and memorandums of understanding) valued at $50,000 or above (one-time or in aggregate) from March 1, 2018 – April 15, 2018

2) Procurements valued at $50,000 or above (one-time or in aggregate) from March 1, 2018 – April 15, 2018

Service contract workflow
Per Presidential Directive 3-2014-1 (Signature Authority), the President can delegate signature authority to University officers for service contracts valued less than $500,000 (one-time or in aggregate) and for which the term is less than five years.

Procurement workflow
Cost Center Managers (business manager level) approve all purchases, and are the final approvers for purchases of $99,999 or less.

Deans/Associate Vice Presidents are included in the approval workflow if the purchase is $100,000 or above. They are the final approvers for purchases between $100,000 and $249,999.

Vice Presidents are added to the approval workflow if the purchase is $250,000 or above. They are the final approvers for purchases between $250,000 and $499,999.

The President is added to the approval workflow if the purchase is $500,000 or above. She is the final approver for purchases between $500,000 and $999,999.
The Board of Trustees approves purchases of $1,000,000 and above.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
Standing information item at each in-person Board of Trustees meeting.

WHY THIS ITEM IS BEFORE THE BOARD:
Per UW Regulation 3-1 (Signature Authority), at each regular meeting of the Board of Trustees (excluding conference calls), the President shall provide a written report to the Board of Trustees identifying each contract, federal contract, agreement, memorandum of understanding, or procurement valued at $50,000 or above (one-time or in aggregate) signed by the President or designee under this provision.

ACTION REQUIRED AT THIS BOARD MEETING:
N/A. Information Only.

PROPOSED MOTION
N/A. Information Only.

PRESIDENT’S RECOMMENDATION:
N/A. Information Only.
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Contract Header Name</th>
<th>Contract Type</th>
<th>Department</th>
<th>Supplier</th>
<th>Signed Date</th>
<th>Agreed Amount</th>
<th>Signer Name</th>
<th>Signer Job Title</th>
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</thead>
<tbody>
<tr>
<td>700003CRTCRT2018</td>
<td>eCRTC Export of Data</td>
<td>Services Contract</td>
<td>Administration</td>
<td>Huron Consulting Services</td>
<td>4/12/18</td>
<td>$50,000.00</td>
<td>William Ma</td>
<td>Vice President for Administration</td>
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<tr>
<td>21402-EntangledSolutions-March2018</td>
<td>Agreement for Services</td>
<td>Services Contract</td>
<td>College of Education (TEI)</td>
<td>Entangled Solutions LLC</td>
<td>3/29/18</td>
<td>$325,000.00</td>
<td>Laurie Nichols</td>
<td>President</td>
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<tr>
<td>17103-PreferredServices-Feb2018</td>
<td>Services Contract</td>
<td>College of Health Sciences</td>
<td>Preferred Services, LLC</td>
<td>William Ma</td>
<td>3/18/18</td>
<td>$65,000.00</td>
<td>William Ma</td>
<td>Vice President for Administration</td>
</tr>
<tr>
<td>J Good, LLC - Nov 2017</td>
<td>Services Contract</td>
<td>College of Health Sciences</td>
<td>Good, Julian</td>
<td>William Ma</td>
<td>3/21/18</td>
<td>$82,000.00</td>
<td>William Ma</td>
<td>Vice President for Administration</td>
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<tr>
<td>110003SignalHill3018</td>
<td>Signal Hill-Viper-Muddy</td>
<td>Services Contract</td>
<td>Enhanced Oil Recovery Institute</td>
<td>Signal Hill Company LLC</td>
<td>3/11/18</td>
<td>$56,036.00</td>
<td>Mark Northam</td>
<td>Executive Director, SER</td>
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<tr>
<td>70430VictronSpillsFeb2018</td>
<td>Master Advertising Agency Services Agreement</td>
<td>Services Contract</td>
<td>Governmental &amp; Community Affairs</td>
<td>Vickers &amp; Spills</td>
<td>3/26/18</td>
<td>$1,475,500.00</td>
<td>Laurie Nichols</td>
<td>President*</td>
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<tr>
<td>40003 TimeClock Plus Mar 2018</td>
<td>TimeClock Plus OnDemand Master SaaS Agreement</td>
<td>Services Contract</td>
<td>Information Technology</td>
<td>TimeClock Plus</td>
<td>4/4/18</td>
<td>$220,000.00</td>
<td>Robert Ayward</td>
<td>Vice President for Information Technology &amp; CIO</td>
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<tr>
<td>40002 Level Access Order Mar 2018</td>
<td>Level Access Order Form</td>
<td>Services Contract</td>
<td>Information Technology</td>
<td>Level Access Inc</td>
<td>3/14/18</td>
<td>$100,002.00</td>
<td>Robert Ayward</td>
<td>Vice President for Information Technology &amp; CIO</td>
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<td>40001-TeamDynamix-Apr 2018</td>
<td>Contract Amendment: UNP000012</td>
<td>Services Contract</td>
<td>Information Technology</td>
<td>TeamDynamix</td>
<td>4/11/18</td>
<td>$56,624.38</td>
<td>Robert Ayward</td>
<td>Vice President for Information Technology &amp; CIO</td>
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<tr>
<td>40003-SHI International Corp-Mar 2018</td>
<td>Installation Payment Plan (IPP) #2105</td>
<td>Services Contract</td>
<td>Information Technology</td>
<td>SHI International Corp</td>
<td>3/26/18</td>
<td>$70,855.56</td>
<td>Robert Ayward</td>
<td>Vice President for Information Technology &amp; CIO</td>
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<tr>
<td>90257-BringItProd-March2018</td>
<td>Volleyball Foreign Tour</td>
<td>Services Contract</td>
<td>Intercollegiate Athletics</td>
<td>Bring It Productions LLC</td>
<td>3/19/18</td>
<td>$61,250.00</td>
<td>Thomas Burman</td>
<td>Athletic Director</td>
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<td>90201UCSANTABARBARANov2018</td>
<td>Athletic Contest Agreement</td>
<td>Services Contract</td>
<td>Intercollegiate Athletics</td>
<td>University of California Santa Barbara</td>
<td>4/4/18</td>
<td>$85,000.00</td>
<td>Thomas Burman</td>
<td>Athletic Director</td>
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<td>90202HiltonGardenInnMarch2018</td>
<td>UW Football 2018</td>
<td>Services Contract</td>
<td>Intercollegiate Athletics</td>
<td>Hilton Garden Inn</td>
<td>3/18/18</td>
<td>$53,424.00</td>
<td>Thomas Burman</td>
<td>Athletic Director</td>
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<tr>
<td>0001-RenePechocki-0102018-PublicityCommittee</td>
<td>UW Procurement Services Sole Source Qualification Request</td>
<td>Services Contract</td>
<td>Office of the President</td>
<td>Pechocki, Renee</td>
<td>3/11/18</td>
<td>$59,950.00</td>
<td>Laurie Nichols</td>
<td>President</td>
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<td>00011-SummitSearchSolutions-Feb2018</td>
<td>Services Contract</td>
<td>Office of the President</td>
<td>Summit Search Solutions Inc</td>
<td>Summit Search Solutions Inc</td>
<td>3/4/18</td>
<td>$49,500.00</td>
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<td>President</td>
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<td>700003CRTCRTSubscription2018</td>
<td>eCRTC Subscription Agreement</td>
<td>Services Contract</td>
<td>Research &amp; Economic Development</td>
<td>Huron Consulting Services</td>
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<td>$193,048.00</td>
<td>William Ma</td>
<td>Vice President for Administration</td>
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<td>70011-USDA, Forest Service, Rocky Mountain Research Station-January2018</td>
<td>Collection Agreement Between the University of Wyoming and the USDA, Forest Service Rocky Mountain Research Station</td>
<td>Services Contract</td>
<td>Research &amp; Economic Development</td>
<td>USDA Forest Service</td>
<td>4/9/18</td>
<td>$70,000.00</td>
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<td>Vice President for Administration</td>
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<td>No contract number assigned due to WyoCloud error went through paper process</td>
<td>Agreement for Services between the University of Wyoming and Pii Technologies LLC (Hess IV)</td>
<td>Services Contract</td>
<td>Research &amp; Economic Development</td>
<td>Pii Technologies LLC</td>
<td>4/12/18</td>
<td>$230,000.00</td>
<td>Edmund Synakowski</td>
<td>Vice President for Research &amp; Economic Development</td>
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<td>33011ExpressEmploymentJune2016</td>
<td>Amendment #1 to the Agreement for Services to add &quot;diswasher&quot; to the list of worker categories</td>
<td>Services Contract</td>
<td>Residence Life Dining</td>
<td>Express Employment Services</td>
<td>4/4/18</td>
<td>$683,912.00</td>
<td>Laurie Nichols</td>
<td>President</td>
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<td>16501-Mechdyne-April 2018</td>
<td>Agreement for Services Between the University of Wyoming and Mechdyne</td>
<td>Services Contract</td>
<td>School of Energy Resources</td>
<td>Mechdyne Corporation</td>
<td>4/11/18</td>
<td>$1,185,000.00</td>
<td>Laurie Nichols</td>
<td>President**</td>
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<tr>
<td>19002-AdamMatthew-Feb2018</td>
<td>FULL EN DEMENT</td>
<td>Services Contract</td>
<td>University Libraries</td>
<td>Adam Matthew Digital Ltd</td>
<td>3/8/18</td>
<td>$139,575.00</td>
<td>William Ma</td>
<td>Vice President for Administration</td>
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<td>19002-ClarivateAnalytics-Nov2017</td>
<td>Clarivate Analytics Order Form Amendment</td>
<td>Services Contract</td>
<td>University Libraries</td>
<td>Clarivate Analytics (US) LLC</td>
<td>3/26/18</td>
<td>$779,451.00</td>
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<td>President</td>
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<td>26001Cator,Ruma&amp;AssociatesFeb2018</td>
<td>Consultant Agreement</td>
<td>Services Contract</td>
<td>University Operations</td>
<td>Cator, Ruma &amp; Associates Co</td>
<td>3/12/18</td>
<td>$50,000.00</td>
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<td>26001McKinstryFeb2018</td>
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<td>University Operations</td>
<td>McKinstry Excavation LLC</td>
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<td>26001PrimaryElectricFeb2018</td>
<td>Agreement Between Owner and Contractor</td>
<td>Services Contract</td>
<td>University Operations</td>
<td>Primary Electric Inc</td>
<td>3/7/18</td>
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<td>26001IcenergyFeb2018</td>
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<td>Icenergy Ltd</td>
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<td>$50,000.00</td>
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<td>Vice President for Administration</td>
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*Board of Trustees approved administration to sign 3-23-18*

**Board for Trustees approved administration to sign 4-11-18**
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amounts</th>
<th>Approver</th>
<th>Department</th>
<th>Notes</th>
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<td>1</td>
<td>University of Wyoming - Health Services - Behavioral Health: Telehealth for Outreach</td>
<td>$121,500.00</td>
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<td>2</td>
<td>University of Wyoming - Health Services - Telehealth for Outreach</td>
<td>$121,500.00</td>
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</table>

*Due to technical problems in the University of Wyoming's financial system, they were not sent to the correct approvers. This issue is currently being reviewed by the University of Wyoming's Business Analysts for resolution.*

**Board of Trustees approved 5/11/18 Budget**
INFORMATION ONLY: Capital Construction Report, Mai

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☒ Information Item
☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Capital Construction
Progress Report as of April 18, 2018

The following is an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

PROJECTS IN CONSTRUCTION

1. Arena Auditorium Renovation

   Phase I

   Contractor: Haselden Wyoming Constructors
   Casper, WY

   Original Project Budget $12,850,000 (a)
   Adjusted Project Budget $12,982,109 (d)

   Guaranteed Maximum Price $ 7,056,730
   Contract Substantial Completion Date March 27, 2014

<table>
<thead>
<tr>
<th>Funding Sources:</th>
<th>Original Anticipated:</th>
<th>Actual:</th>
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<tbody>
<tr>
<td>Foundation</td>
<td>5,000,000</td>
<td>3,149,951</td>
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<tr>
<td>State Match</td>
<td>5,000,000</td>
<td>3,900,049</td>
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<td>State Appropriation</td>
<td>2,850,000</td>
<td>5,120,000</td>
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<tr>
<td>Athletics</td>
<td>-</td>
<td>812,109</td>
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<tr>
<td><strong>Total Funding</strong></td>
<td><strong>12,850,000</strong></td>
<td><strong>12,982,109</strong></td>
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</tbody>
</table>
Phase II

Contractor- pre construction: Haselden Wyoming Constructors, Casper, WY
Contractor – Design/Bid/Build: Sletten Construction of Wyoming, Inc.

Original Budget for Phase I and Phase II was $30,000,000. Funding remaining from Phase I was applied to Phase II. See additional funding (b) below.

Original Project Budget $17,150,000 (a)
Adjusted Project Budget $17,830,000 (d)

<table>
<thead>
<tr>
<th>Funding Sources:</th>
<th>Original Anticipated:</th>
<th>Actual:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation</td>
<td>5,000,000</td>
<td>6,850,049</td>
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<tr>
<td>State Match</td>
<td>5,000,000</td>
<td>6,099,951</td>
</tr>
<tr>
<td>State Appropriation</td>
<td>7,150,000</td>
<td>4,880,000</td>
</tr>
<tr>
<td>Total Funding</td>
<td>17,150,000</td>
<td>17,830,000</td>
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</tbody>
</table>

Contract Price $13,282,982
Contract Substantial Completion Date October 16, 2017

Note: Funds have been reallocated among the budget categories. The adjusted budget has not changed in total. Corresponding expenditures and obligations have also been reallocated. The project has changed from CMAR to Design/Bid/Build.
### Statement of Contract Amount

<table>
<thead>
<tr>
<th>Original contract</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change order #1</td>
<td>Drilled pier over run quantity</td>
<td>34,646</td>
</tr>
<tr>
<td>Change order #2</td>
<td>Changes to commissary foundation and statue base</td>
<td>11,418</td>
</tr>
<tr>
<td>Change order #3</td>
<td>Replacement of missing CMU bond beam above vestibule doors</td>
<td>1,149</td>
</tr>
<tr>
<td>Change order #4</td>
<td>Miscellaneous structural items: steel columns, modification to foundation pilaster</td>
<td>3,179</td>
</tr>
<tr>
<td>Change order #5</td>
<td>Changes to concession stands</td>
<td>4,545</td>
</tr>
<tr>
<td>Change order #6</td>
<td>Added dimming controls for concourse lights</td>
<td>4,556</td>
</tr>
<tr>
<td>Change order #7</td>
<td>Revised toilet partition specifications</td>
<td>(1,936)</td>
</tr>
<tr>
<td>Change order #8</td>
<td>Revised specification on temperature control system controller</td>
<td>4,962</td>
</tr>
<tr>
<td>Change order #9</td>
<td>Modifications to existing mechanical vent stacks</td>
<td>14,537</td>
</tr>
<tr>
<td>Change order #10</td>
<td>Added drywall soffit for mechanical diffusers at east entry vestibules</td>
<td>7,121</td>
</tr>
<tr>
<td>Change order #11</td>
<td>Revised sliding grille security to overhead coiling grille for new North &amp; South concessions</td>
<td>23,732</td>
</tr>
<tr>
<td>Change order #12</td>
<td>Revised location of recessed light fixture Z at the Sailors gallery</td>
<td>3,657</td>
</tr>
<tr>
<td>Change order #13</td>
<td>Additional fire alarm work related to smoke exhaust fan dampers</td>
<td>9,972</td>
</tr>
<tr>
<td>Change order #14</td>
<td>Delete relocation of fire hydrant, credit to owner</td>
<td>(10,604)</td>
</tr>
<tr>
<td>Change order #15</td>
<td>Repairs to existing damaged waste piping at East Concourse as requested by UW Operations</td>
<td>47,942</td>
</tr>
<tr>
<td>Change order #16</td>
<td>Change concrete subcontractors</td>
<td>97,371</td>
</tr>
<tr>
<td>Change order #17</td>
<td>Revisions to new emergency generator electrical feed for sub-concourse telecom room D-20</td>
<td>2,069</td>
</tr>
<tr>
<td>Change order #18</td>
<td>Add stainless steel doors and entrance trim for the elevator</td>
<td>7,954</td>
</tr>
<tr>
<td>Change order #19</td>
<td>Add bar buckle sign supports</td>
<td>6,404</td>
</tr>
<tr>
<td>Change order #</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>#20</td>
<td>Wall tile upgrade for new concessions (more durable wall finish)</td>
<td>16,775</td>
</tr>
<tr>
<td>#21</td>
<td>Revisions to interior panel signs, various modifications, addition of existing restroom signage</td>
<td>3,232</td>
</tr>
<tr>
<td>#22</td>
<td>Revisions to roof flashings and roof parapet cap metal revision</td>
<td>(780)</td>
</tr>
<tr>
<td>#23</td>
<td>Sod replacement</td>
<td>19,356</td>
</tr>
<tr>
<td>#24</td>
<td>Polished concrete upgrades</td>
<td>170,688</td>
</tr>
<tr>
<td>#25</td>
<td>Painting of existing truck tunnel</td>
<td>10,014</td>
</tr>
<tr>
<td>#26</td>
<td>Walnut upgrade from veneer at entry addition</td>
<td>12,096</td>
</tr>
<tr>
<td>#27</td>
<td>Mirror replacement at existing restrooms</td>
<td>11,601</td>
</tr>
<tr>
<td>#28</td>
<td>Modifications to four concession counters for movable beer dispensing equipment</td>
<td>7,211</td>
</tr>
<tr>
<td>#29</td>
<td>Addition of exterior signage</td>
<td>82,108</td>
</tr>
<tr>
<td>#30R</td>
<td>Addition of lights for added concession signs</td>
<td>5,209</td>
</tr>
<tr>
<td>#31R</td>
<td>Delete work to move existing truck ramp condensing unit</td>
<td>(3,992)</td>
</tr>
<tr>
<td>#32</td>
<td>Addition of specialty millwork to include custom walnut oversized trophy cases for Sailors gallery, the concourse and two enlarged pedestals for interactive Hall of Fame displays</td>
<td>67,521</td>
</tr>
<tr>
<td>#33</td>
<td>Revisions to security cameras; revisions to exterior cameras, camera models and arena central located security cameras</td>
<td>19,016</td>
</tr>
<tr>
<td>#34</td>
<td>Replacement of all existing faucets in existing restrooms on the concourse</td>
<td>34,000</td>
</tr>
<tr>
<td>#35</td>
<td>Additional interior graphics and signage</td>
<td>14,731</td>
</tr>
<tr>
<td>#36</td>
<td>Added lit portal signs at the concourse and arena sides of 16 portals</td>
<td>100,912</td>
</tr>
<tr>
<td>#37</td>
<td>UL testing for main switch (pringle switch) required by state electrical inspector</td>
<td>10,616</td>
</tr>
<tr>
<td>#38</td>
<td>Added door at concession 2, added athletic specialty lights, security separation door added at concession 2 for beer/wine sale vendor operation, four revolving special event lights added to north and south lobbies</td>
<td>4,810</td>
</tr>
<tr>
<td>#39</td>
<td>Added donor wall display and hall of fame dimensional letters</td>
<td>29,573</td>
</tr>
<tr>
<td>#40</td>
<td>Credit: back charges for additional landscape pre-con meeting &amp; site visit; back charges for (2) additional site visits by food service design consultant</td>
<td>(5,303)</td>
</tr>
<tr>
<td>#41</td>
<td>Exterior painting of metal roof panels</td>
<td>23,200</td>
</tr>
<tr>
<td>Change order #42</td>
<td>Credit: back charge for replacement of water damaged furniture at existing ticket office</td>
<td>(7,503)</td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Change order #43</td>
<td>Relocation of the FDC on the east side of building</td>
<td>8,640</td>
</tr>
<tr>
<td>Adj Contract</td>
<td></td>
<td>14,189,387</td>
</tr>
</tbody>
</table>

**Work Completed/In Progress:**
- Completing punch list items.

**Issues Encountered with Proposed Resolution for Each:**
- None at this time.

**Work Planned for the Upcoming Month:**
- Punch list.
- Landscaping and metal panel work will take place post season and during the summer months.

### 2. High Bay Research Facility

**Contractor:** Haselden Wyoming Constructors  
Casper, WY

**Original Project Budget**  
(not including donated equipment) $64,800,000 (a)

**Adjusted Project Budget**  
(not including donated equipment) $67,883,458 (d)

**Funding Sources:**

<table>
<thead>
<tr>
<th></th>
<th>Original Anticipated:</th>
<th>Actual:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation</td>
<td>16,300,000</td>
<td>16,300,000</td>
</tr>
<tr>
<td>Grants (AML sponsored programs)</td>
<td>15,000,000</td>
<td>15,000,000</td>
</tr>
<tr>
<td>State Appropriations</td>
<td>14,800,000</td>
<td>14,800,000</td>
</tr>
<tr>
<td>Foundation donor restricted for equipment</td>
<td>11,200,000</td>
<td>11,200,000</td>
</tr>
<tr>
<td>State Matching 2014</td>
<td>7,500,000</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Loss of donor funding $1M/match $1M *</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Reserve for cost overrun</td>
<td>-</td>
<td>4,484,000</td>
</tr>
<tr>
<td>Reserve Account</td>
<td>-</td>
<td>599,458</td>
</tr>
<tr>
<td>Total Funding</td>
<td>64,800,000</td>
<td>69,883,458</td>
</tr>
<tr>
<td>Donation of Physical Equipment eligible for State match</td>
<td>2,500,000</td>
<td>2,500,000</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td><strong>67,300,000</strong></td>
<td><strong>72,383,458</strong></td>
</tr>
</tbody>
</table>

Guaranteed Maximum Price $42,925,724  
Budget includes amounts restricted for equipment purchase only under Tech.
Contract Substantial Completion Date  January 2017

Note: The amount of restricted donation funds has been moved out of Tech and represented as Restricted for Tech for clarification.

<table>
<thead>
<tr>
<th>(In Thousands)</th>
<th>Budget (a)</th>
<th>Additional Funding (b)</th>
<th>Use of Contingency (c)</th>
<th>Adj Budget (a+b+c) = (d)</th>
<th>Expenditures (e)</th>
<th>Obligations (f)</th>
<th>Remaining Balance (d+e+f)=(g)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restricted for Tech</td>
<td>11,200</td>
<td>-</td>
<td>-</td>
<td>11,200</td>
<td>(6,196)</td>
<td>(5,004)</td>
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<tr>
<td>Restricted Equip Donation</td>
<td>2,500</td>
<td>-</td>
<td>-</td>
<td>2,500</td>
<td>(2,500)</td>
<td>-</td>
<td>-</td>
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</table>

<table>
<thead>
<tr>
<th>(In Thousands)</th>
<th>Budget (a)</th>
<th>Additional Funding (b)</th>
<th>Use of Contingency (c)</th>
<th>Adj Budget (a+b+c) = (d)</th>
<th>Expenditures (e)</th>
<th>Obligations (f)</th>
<th>Remaining Balance (d+e+f)=(g)</th>
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</thead>
<tbody>
<tr>
<td>Construction</td>
<td>42,926</td>
<td>0</td>
<td>4,229</td>
<td>47,155</td>
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<tr>
<td>Contingency</td>
<td>3,125</td>
<td>5,084</td>
<td>(6,607)</td>
<td>1,602</td>
<td>-</td>
<td>-</td>
<td>1,602</td>
</tr>
<tr>
<td>Design</td>
<td>4,741</td>
<td>121</td>
<td>4,862</td>
<td>(4,669)</td>
<td>-</td>
<td>-</td>
<td>193</td>
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<tr>
<td>FF&amp;E</td>
<td>1,288</td>
<td>-</td>
<td>55</td>
<td>1,343</td>
<td>(1,240)</td>
<td>(63)</td>
<td>40</td>
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<tr>
<td>Tech</td>
<td>644</td>
<td>-</td>
<td>80</td>
<td>724</td>
<td>(246)</td>
<td>(166)</td>
<td>312</td>
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<tr>
<td>Admin</td>
<td>876</td>
<td>-</td>
<td>2,122</td>
<td>2,998</td>
<td>(678)</td>
<td>(2,183)</td>
<td>137</td>
</tr>
<tr>
<td>Total</td>
<td>53,600</td>
<td>5,084</td>
<td>-</td>
<td>58,684</td>
<td>(53,988)</td>
<td>(2,412)</td>
<td>2,284</td>
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</table>

Statement of Contract Amount

<table>
<thead>
<tr>
<th>Original contract</th>
<th>Change Order #1</th>
<th>Change Order #2</th>
<th>Change Order #3</th>
<th>Change Order #4</th>
<th>Change Order #5</th>
<th>Change Order #6</th>
<th>Change Order #7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Additional Concrete Work, Gas Meter, Manifold &amp; Piping, Equipment Relocation</td>
<td>Additional Costs for Extended Contract Date and Mechanical Systems Changes</td>
<td>Door and Exterior Detail Changes, Bike Racks</td>
<td>Radiation Shielding at South Walls</td>
<td>Credits: Door Card Reader, Roof Davit</td>
<td>Deleted Casework, Truck Turning Layout, Floor Radiation Shielding</td>
<td>Heat Recovery, Fume Hoods, Electrical Changes</td>
</tr>
<tr>
<td></td>
<td>42,925,724</td>
<td>86,647</td>
<td>4,952,341</td>
<td>15,411</td>
<td>(11,559)</td>
<td>(13,366)</td>
<td>(76,674)</td>
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</tbody>
</table>
Change Order #8  Chiller Vibration Isolation, Epoxy Flooring, Add End Switches to Control Valves  7,791
Change Order #9  Vibration Isolation for Pumps, Vertical Wire Management Sleeve  9,226
Change Order #10  Isolation valves, Additional ceramic tile, Elimination of tempered at lead glazing, Credit for UW personnel related to a hit conduit within steam tunnel, Destat fan, Electrical panel  (563)
Change Order #11  Balancing dampers, Catwalk guard, fire hydrant extensions, VPS power  11,980
Change Order #12  Mechanical: Circulation pump sequence  5,132
Change Order #13  Return of remaining construction contingency and buyout  (712,316)
Change Order #14  Return of GMP savings  (55,254)
Adj Contract  47,155,083

Work Completed/In Progress:
- Installation of Board approved miscellaneous projects.

Issues Encountered with Proposed Resolution for Each:
- None at this time.

Work Planned for the Upcoming Month:
- Installation of Board approved miscellaneous projects.

3. Mick and Susie McMurry High Altitude Performance Center

Contractor: GE Johnson Construction Wyoming
Jackson, WY

Original Project Budget  $ 44,000,000  (a)
Adjusted Project Budget  $ 44,019,000  (d)

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Original Anticipated</th>
<th>Actual:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation</td>
<td>3,000,000.00</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>Foundation</td>
<td>21,000,000.00</td>
<td>21,000,000.00</td>
</tr>
<tr>
<td>State Match</td>
<td>20,000,000.00</td>
<td>20,000,000.00</td>
</tr>
<tr>
<td>Athletic Gifts</td>
<td>-</td>
<td>18,844.89</td>
</tr>
<tr>
<td>Athletics</td>
<td>-</td>
<td>80,875.00</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td>44,000,000.00</td>
<td>44,099,719.89</td>
</tr>
</tbody>
</table>

Guaranteed Maximum Price  $34,638,119
The University of Wyoming
Board of Trustees’ Report
May 9-11, 2018
Page 164

Contract Substantial Completion Date
June 1, 2018

<table>
<thead>
<tr>
<th>(In Thousands)</th>
<th>Budget (a)</th>
<th>Additional Funding/Adj (b)</th>
<th>Use of Contingency (c)</th>
<th>Adj Budget (a+b+c) =(d)</th>
<th>Expenditures (e)</th>
<th>Obligations (f)</th>
<th>Remaining Balance (d+e+f)=(g)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>34,638</td>
<td>813</td>
<td>762</td>
<td>36,213</td>
<td>(28,611)</td>
<td>(7,602)</td>
<td>-</td>
</tr>
<tr>
<td>Contingency</td>
<td>1,363</td>
<td>-</td>
<td>(773)</td>
<td>590</td>
<td>-</td>
<td>-</td>
<td>590</td>
</tr>
<tr>
<td>Design</td>
<td>3,607</td>
<td>81</td>
<td>-</td>
<td>3,688</td>
<td>(2,873)</td>
<td>(649)</td>
<td>166</td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>1,961</td>
<td>-</td>
<td>-</td>
<td>1,961</td>
<td>(998)</td>
<td>(841)</td>
<td>122</td>
</tr>
<tr>
<td>Tech</td>
<td>1,015</td>
<td>(813)</td>
<td>-</td>
<td>202</td>
<td>(26)</td>
<td>-</td>
<td>176</td>
</tr>
<tr>
<td>Admin</td>
<td>1,416</td>
<td>19</td>
<td>11</td>
<td>1,446</td>
<td>(369)</td>
<td>(127)</td>
<td>950</td>
</tr>
<tr>
<td>Total</td>
<td>44,000</td>
<td>100</td>
<td>-</td>
<td>44,100</td>
<td>(32,877)</td>
<td>(9,219)</td>
<td>2,004</td>
</tr>
</tbody>
</table>

Statement of Contract Amount

<table>
<thead>
<tr>
<th>Original contract</th>
<th>$34,638,119</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change order #1</td>
<td>Add cement board in lieu of drywall - area S-2</td>
</tr>
<tr>
<td>Change order #2</td>
<td>Exploratory excavation to locate buried water lines</td>
</tr>
<tr>
<td>Change order #3</td>
<td>Pricing for ASI-100, civil plan updates</td>
</tr>
<tr>
<td>Change order #4</td>
<td>Increase grease interceptor size</td>
</tr>
<tr>
<td>Change order #5</td>
<td>Switch from aluminum to copper bussing at all panel boards &amp; switchboards</td>
</tr>
<tr>
<td>Change order #6</td>
<td>Labor &amp; material credit for elimination of manhole #3 due to resizing the grease interceptor</td>
</tr>
<tr>
<td>Change order #7</td>
<td>Provide power to floor box 6 at the squad room and training table</td>
</tr>
<tr>
<td>Change order #8</td>
<td>Prep, prime and paint exposed HSS columns in the recovery pool room with epoxy based paint</td>
</tr>
<tr>
<td>Change order #9</td>
<td>Remove and replace door, frame and hardware at opening L204</td>
</tr>
<tr>
<td>Change order #10</td>
<td>Sink discrepancies at both sports med exam rooms</td>
</tr>
<tr>
<td>Change order #11</td>
<td>Furnish and install 3 exit signs</td>
</tr>
<tr>
<td>Change order #12</td>
<td>Furnish and install fixtures and occupancy sensor</td>
</tr>
<tr>
<td>Change order #13</td>
<td>Parts and labor to provide power to SP-1, sump pump for new elevator</td>
</tr>
<tr>
<td>Change order #14</td>
<td>Parts and labor for elevator tube steel</td>
</tr>
<tr>
<td>Change order #15</td>
<td>Parts and labor for rubber flooring at landings on S7</td>
</tr>
<tr>
<td>Change order #16</td>
<td>Parts and labor credit for static control tile</td>
</tr>
<tr>
<td>Change order #17</td>
<td>Materials and labor for epoxy paint at all wet areas</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Change order #18</td>
<td>Changes to the building envelope to satisfy UW standards &amp; commissioning consultants suggestions; credit to switch from Plae and Mondo rubber flooring to Regupol</td>
</tr>
<tr>
<td>Change order #19</td>
<td>Eliminate the permeable pavers and have concrete hardscapes at all drive lanes – reflects costs to add all necessary storm water storage vessels, re-work storm water infrastructure and add concrete</td>
</tr>
<tr>
<td>Change order #20</td>
<td>Modify select fixtures to mitigate maintenance issues</td>
</tr>
<tr>
<td>Change order #21</td>
<td>Added costs for necessary parts and labor to install door holds and alarm infrastructure at the affected openings due to design team oversight</td>
</tr>
<tr>
<td>Change order #22</td>
<td>Design deficiency – includes all necessary materials and labor to fabricate a parapet cap that sheds water away from the building</td>
</tr>
<tr>
<td>Change order #23</td>
<td>Multiple lighting deficiencies and discrepancies in the lighting plan – includes all necessary additions and revisions</td>
</tr>
<tr>
<td>Change order #24</td>
<td>UW Athletics wanted to add power and data at (2) locations in the new weight room to accommodate bikes</td>
</tr>
<tr>
<td>Change order #25</td>
<td>Response/cost reconciliation to audit report; CCD’s 1-4; revised schedule/phasing plans associated with code review changes (schedule extension has not added cost)</td>
</tr>
<tr>
<td>Change order #26</td>
<td>New exterior knox box at north elevation; install owner furnished Morpho Lite biometric readers; install (14) owner furnished cameras.</td>
</tr>
<tr>
<td>Change order #27</td>
<td>Furnish and install complete commercial kitchen package for HAPC training table and fueling station</td>
</tr>
<tr>
<td>Change order #28</td>
<td>Furnish and install 3-Form Ceiling lettering in football locker room</td>
</tr>
<tr>
<td>Change order #39</td>
<td>Adding south tower access panel, fabricating and installing west loading lock trickle channel, changing glazing at south landing to tempered, axiom trim diffusers modifications in the squad room and adding solid surface sill on recovery pool exterior wall for durability</td>
</tr>
<tr>
<td><strong>Adj Contract</strong></td>
<td><strong>$36,212,850</strong></td>
</tr>
</tbody>
</table>
Work Completed/In Progress:

- Punch list items remain in the addition.
- Selective demolition is complete.
- Interior framing is complete.
- Mechanical, electrical, and plumbing (MEP) rough-ins are underway within the renovation.
- Drywall installation is underway.
- In slab rough-in within the Olympic weight room is complete.
- North entry demolition and addition construction is underway.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

Work Planned for Upcoming Month:

- Punch list items.
- Mechanical, electrical and plumbing (MEP) rough-ins.
- Drywall installation.
- Construction of the north vestibule addition.

4. Engineering Education and Research Building (EERB)

**Contractor:** GE Johnson Construction Wyoming
Jackson, WY

**Original Project Budget** $105,358,910 (a)

<table>
<thead>
<tr>
<th><strong>Funding Sources</strong></th>
<th><strong>Original Anticipated:</strong></th>
<th><strong>Actual:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant – AML funds</td>
<td>350,000.00</td>
<td>350,000.00</td>
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<tr>
<td>Grant 2 – AML funds</td>
<td>750,154.00</td>
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<tr>
<td>State appropriation</td>
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<tr>
<td>Reduced by 2015 legislative action</td>
<td>(8,570,000.00)</td>
<td>(8,570,000.00)</td>
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<tr>
<td>Reduced by 2015 legislative action</td>
<td>(3,475,737)</td>
<td>(3,475,737)</td>
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<tr>
<td>State gen fun from AML – held until match</td>
<td>15,800,000.00</td>
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<tr>
<td>State matching funds</td>
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<td>14,200,000.00</td>
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<tr>
<td>State Sec I swap for cap construction</td>
<td>10,000,000.00</td>
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<tr>
<td>2016 Appropriation</td>
<td>14,500,000.00</td>
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<tr>
<td>2015 DEQ redirected funds</td>
<td>3,475,737</td>
<td>3,475,737</td>
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<tr>
<td>Foundation donation</td>
<td>3,328,756</td>
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<tr>
<td><strong>Total Project</strong></td>
<td><strong>105,358,910.00</strong></td>
<td><strong>105,358,910.00</strong></td>
</tr>
</tbody>
</table>

**Guaranteed Maximum Price** $69,014,882

**Contract Substantial Completion Date** February 13, 2019
Note: Funds have been reallocated among the budget categories. The adjusted budget has not changed in total.

<table>
<thead>
<tr>
<th>(In Thousands)</th>
<th>Budget (a)</th>
<th>Additional Funding (b)</th>
<th>Use of Contingency (c)</th>
<th>Adj Budget (a+b+c) = (d)</th>
<th>Expenditures (e)</th>
<th>Obligations (f)</th>
<th>Remaining Balance (d+e+f) = (g)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>72,491</td>
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<td>-</td>
<td>-</td>
<td>8,205</td>
<td>-</td>
<td>-</td>
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<td>FF&amp;E</td>
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<tr>
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<td>-</td>
<td>4,396</td>
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<td>-</td>
<td>105,359</td>
<td>(37,066)</td>
<td>(42,218)</td>
<td>26,075</td>
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</table>

Statement of Contract Amount

| Original contract | $69,014,882 |
| No Change Orders  | -           |
| Adj Contract      | $69,014,882 |

Work Completed/In Progress:
- Exterior masonry, metal stud framing and sheathing continue.
- Installations of exterior glazing systems are ongoing.
- Interior metal stud framing and drywall is underway.
- Drywall tape and finish is underway.
- Mechanical and plumbing installation is ongoing.
- Electrical rough-in is ongoing.
- Site utilities are underway.

Issues Encountered with Proposed Resolution for Each:
- None at this time.

Work Planned for the Upcoming Month:
- Site utilities will continue.
- Mechanical, electrical and plumbing (MEP) installation.
- Interior framing and drywall.
- Exterior masonry.
- Curtain wall glazing installation.
5. **BSL3 – State Vet Lab**

Contractor: Sampson Construction Co, Inc.

<table>
<thead>
<tr>
<th>Original Project Budget</th>
<th>$8,372,000 (a)</th>
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<tr>
<td>Adjusted Project Budget</td>
<td>$10,572,065</td>
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**Funding Sources:**

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<th>Original Anticipated:</th>
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<td></td>
<td>10,572,065</td>
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<td><strong>Total Project</strong></td>
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<td></td>
<td><strong>10,572,065</strong></td>
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Contract Substantial Completion Date: June 26, 2017

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<tr>
<th>(In Thousands)</th>
<th>Budget (a)</th>
<th>Additional Funding (b)</th>
<th>Use of Contingency (c)</th>
<th>Adj Budget (a+b+c) = (d)</th>
<th>Expenditures (e)</th>
<th>Obligations (f)</th>
<th>Remaining Balance (d+e+f) = (g)</th>
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<tbody>
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<td>Construction</td>
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<td>6,882</td>
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<td>(440)</td>
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<td>Specialized Equipment</td>
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<td>2,200</td>
<td>2,453</td>
<td>(693)</td>
<td>(666)</td>
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<td>Contingency</td>
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<td>(395)</td>
<td>101</td>
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<td>101</td>
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<td>Design</td>
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<td>112</td>
<td>878</td>
<td>(757)</td>
<td>(121)</td>
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<td>Admin</td>
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<td>(87)</td>
<td>258</td>
<td>(110)</td>
<td>(128)</td>
<td>20</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>8,372</strong></td>
<td><strong>2,200</strong></td>
<td><strong>-</strong></td>
<td><strong>10,572</strong></td>
<td>(8,002)</td>
<td>(1,355)</td>
<td><strong>1,215</strong></td>
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**Statement of Contract Amount**

<table>
<thead>
<tr>
<th>Original contract</th>
<th>6,512,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order #1</td>
<td>Re-feed supply &amp; exhaust air to corridor, storage &amp; incinerator rooms</td>
</tr>
<tr>
<td>Change Order #2</td>
<td>Provide/install floor sink for new autoclaves</td>
</tr>
<tr>
<td>Change Order #3</td>
<td>Remove existing floor drain</td>
</tr>
<tr>
<td>Change Order #4</td>
<td>Repair stated existing problems (Wazee crane report)</td>
</tr>
<tr>
<td>Change Order #5</td>
<td>Delete 42 door guards</td>
</tr>
<tr>
<td>Change Order #6</td>
<td>Eliminate demo of existing Clayton steam boiler</td>
</tr>
<tr>
<td>Change Order #7</td>
<td>Eliminate installation of floor sink &amp; cold water drop in cagewash</td>
</tr>
<tr>
<td>Change Order #8</td>
<td>Add new 2” floor drain for emergency shower/eyewash</td>
</tr>
<tr>
<td>Change Order #9</td>
<td>Add 10 new 3/4” valves for emergency shower/eyewash</td>
</tr>
<tr>
<td>Change Order #</td>
<td>Description</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>Change 1000 AMP breaker to free standing disconnect</td>
</tr>
<tr>
<td>11</td>
<td>Add 6 new ¾” isolation valves for emergency eyewashes</td>
</tr>
<tr>
<td>12</td>
<td>Existing floor sink drain to be relocated to meet code, revise outlet size for combination waste &amp; vent</td>
</tr>
<tr>
<td>13</td>
<td>Add new floor drain in necropsy storage</td>
</tr>
<tr>
<td>14</td>
<td>Add new stainless steel supply diffuser in necropsy; modify duct to avoid crane rail</td>
</tr>
<tr>
<td>15</td>
<td>Remove excess concrete floor grout to structural concrete in necropsy room</td>
</tr>
<tr>
<td>16</td>
<td>Delete perimeter drain around exterior entrance addition foundation</td>
</tr>
<tr>
<td>17</td>
<td>Flash in mechanical curb to maintain water-tight integrity</td>
</tr>
<tr>
<td>18</td>
<td>Relocate existing boiler feed water equipment, along with electrical relocation</td>
</tr>
<tr>
<td>19</td>
<td>Revise exterior transformer</td>
</tr>
<tr>
<td>20</td>
<td>Demo/replace CO2 lines &amp; hangers/isolation valve for CO2 system; test when complete</td>
</tr>
<tr>
<td>21</td>
<td>Demo/re-install secondary containment system</td>
</tr>
<tr>
<td>22</td>
<td>Relocate existing piping into new walls</td>
</tr>
<tr>
<td>23</td>
<td>Provide/install new data cabling</td>
</tr>
<tr>
<td>24</td>
<td>Change specified LR25D model pass-thru refrigerator to a LR55D model</td>
</tr>
<tr>
<td>25</td>
<td>Provide &amp; install a weather-resistant fire alarm horn/strobe devise on north wall of necropsy, caulk accordingly</td>
</tr>
<tr>
<td>26</td>
<td>Provide new floor sink, FS-1, with waste &amp; vent lines</td>
</tr>
<tr>
<td>27</td>
<td>Fabricate enclosures for existing blower equipment for exterior usage (manufacturer defect)</td>
</tr>
<tr>
<td>28</td>
<td>Cut, remove, replace existing concrete slab; install new 3” floor sink w/ pipe &amp; fittings to tie into existing 4” drain line</td>
</tr>
<tr>
<td>29</td>
<td>Provide &amp; install 2-3” swing check valves, new feed water pipe &amp; fittings, hangers &amp; supports; controls work to modify BFU control panel &amp; reconfigure boiler controls</td>
</tr>
<tr>
<td>30</td>
<td>Prep/re-surface floor with shock-crete and topcoat to build up floor slope</td>
</tr>
<tr>
<td>31</td>
<td>Delete work in incinerator room 1138</td>
</tr>
<tr>
<td>32</td>
<td>Fabricate (5) stainless steel enclosures for CO2 panels</td>
</tr>
<tr>
<td>Change Order #</td>
<td>Description</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>#33</td>
<td>Credit 10% overhead and profit of prior owner approved change orders (#5,6,7,10,16,19) – per article 39 of specifications</td>
</tr>
<tr>
<td>#34</td>
<td>Delete re-install of autoclaves, owner will complete and credit 10% overhead and profit</td>
</tr>
<tr>
<td>#35</td>
<td>Add porcelain tile and epoxy paint finishes; delete FRP finishes</td>
</tr>
<tr>
<td>#36</td>
<td>Provide and install PT-2; credit resign tops and sinks</td>
</tr>
<tr>
<td>#37</td>
<td>Credit 3 door cylinders</td>
</tr>
<tr>
<td>#38</td>
<td>Install water lines for (3) purified water units, provide and install supports for additional lines</td>
</tr>
<tr>
<td>#39</td>
<td>Relocate steam and condensate lines; provide additional hangers and supports</td>
</tr>
<tr>
<td>#40</td>
<td>Provide power and lighting to roof top fan housing enclosure</td>
</tr>
<tr>
<td>#41</td>
<td>Reconfigure existing EDS waste lines and add two clean-outs</td>
</tr>
<tr>
<td>#42</td>
<td>Provide new circuit for (4) jacket heaters</td>
</tr>
<tr>
<td>#43</td>
<td>Tie onto existing dry pipe sprinkler system</td>
</tr>
<tr>
<td>#44</td>
<td>Supply and install cabinet back panels and bottoms</td>
</tr>
<tr>
<td>#45</td>
<td>Purchase single door sterilizer in lieu of renting temporary sterilizer</td>
</tr>
<tr>
<td>#46</td>
<td>Add VHP piping and ports to decon room 1122; install VHP lines utilizing 1-1/2” PVC pipe; provide &amp; install isolation valves &amp; quick connects</td>
</tr>
<tr>
<td>#47</td>
<td>Fabricate &amp; install 10” stainless steel duct for exhaust air into decon room 1122; provide new 24”x12” stainless steel exhaust grill; provide &amp; install new bubble tight damper; additional balancing</td>
</tr>
<tr>
<td>#48</td>
<td>Remove demolition of floor, cove base in corridor</td>
</tr>
<tr>
<td>#49</td>
<td>Provide compressed air to new cage wash equipment</td>
</tr>
<tr>
<td>#50</td>
<td>Remove and replace existing electrical conduit in Necropsy CMU walls</td>
</tr>
<tr>
<td>#51</td>
<td>Fix and repair 2nd floor mechanical room door leak</td>
</tr>
<tr>
<td>#52</td>
<td>Install new light fixtures by autoclaves</td>
</tr>
<tr>
<td>#53</td>
<td>Replace eyewash fixtures with hoses; install stainless steel caps to infill existing counter tops</td>
</tr>
<tr>
<td>#54</td>
<td>Demolish concrete/asphalt; provide new curb and slab; add fencing and gates, including utilities for exterior temporary incinerator</td>
</tr>
<tr>
<td>#55</td>
<td>Remove and replace (25) HEPA filters and pre-filters</td>
</tr>
<tr>
<td>#56</td>
<td>Provide reimbursable cost for Rocky Mountain Power utility work paid by UW</td>
</tr>
<tr>
<td>Change Order #</td>
<td>Description</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>#57</td>
<td>Run additional conduit from Panel UPS to BSL3 mezzanine for back-up power to Johnson Controls controllers</td>
</tr>
<tr>
<td>#58</td>
<td>Provide and install (6) door closure kits</td>
</tr>
<tr>
<td>#59</td>
<td>Extend substantial completion date</td>
</tr>
<tr>
<td>#60</td>
<td>Provide and install new door hardware for door 1151A</td>
</tr>
<tr>
<td>#61</td>
<td>Cut hole in floor and install a 2” floor drain in corridor C1140 to help with existing drainage</td>
</tr>
<tr>
<td>#62</td>
<td>Patch open drywall holes; firestop multiple openings; take down and replace existing electrical and security wiring and conduit not installed per code</td>
</tr>
<tr>
<td>#63</td>
<td>Re-coat and re-texture flooring in corridor C1140 &amp; C1140A</td>
</tr>
<tr>
<td>#64</td>
<td>Supply and install three (3) additional egress buttons</td>
</tr>
<tr>
<td>#65</td>
<td>Fix multiple construction discrepancy items as detailed in log</td>
</tr>
<tr>
<td>#66</td>
<td>Credit back allowance not needed for installation</td>
</tr>
<tr>
<td>#67</td>
<td>Remove and re-install HEPA filter housing unit EE-12 to correct orientation for proper air flow; re-work hangers and supports as required for re-installation</td>
</tr>
<tr>
<td>#68</td>
<td>Provide and install additional shelving for DI water system equipment</td>
</tr>
<tr>
<td>#69</td>
<td>Provide &amp; install (2) 32”x32” backdraft dampers for AHU-4 supply fans; fabricate &amp; install duct flanges &amp; galvanized sleeves for installation and support of backdraft dampers</td>
</tr>
<tr>
<td>#70</td>
<td>Repair and replacement of two existing cards in existing transfer switches</td>
</tr>
<tr>
<td>#71</td>
<td>Extend 208V amp circuit from north wall of BSL3 mezzanine to west wall for additional power source for VHP machine</td>
</tr>
<tr>
<td>#72</td>
<td>Rewire phoenix controllers to a 24V system from 120V</td>
</tr>
<tr>
<td>#73</td>
<td>Remove existing door hardware; replace with new hardware and have VTI wire accordingly</td>
</tr>
<tr>
<td>#74</td>
<td>Provide and install new trench drain trap seals serving the EDS system</td>
</tr>
<tr>
<td>#75</td>
<td>Provide and install (15) door louvers (to address air flow issues)</td>
</tr>
<tr>
<td>#76</td>
<td>Replace damper actuators on cooling tower #1 and #2</td>
</tr>
<tr>
<td><strong>Adj Contract</strong></td>
<td></td>
</tr>
</tbody>
</table>
**Work Completed/In Progress:**
- Installation of louvers in the doors within the BSL-3 facility is complete.
- Anticipate re-balancing the air flows within the space May 7-11, 2018.
- Commissioning is anticipated to be complete by the end of May.
- Incinerator manufacturing is ongoing.
- Procurement for the incinerator is underway.

**Issues Encountered with Proposed Resolution for Each:**
- None at this time

**Work Planned for the Upcoming Month:**
- Re-balancing the air flows within the BSL-3 facility
- Commissioning activities.
- Continue process for standard operating procedures (SOP’s) for BSL-3.
- Construction of the incinerator addition will commence when sufficient materials are on site, thus reducing the amount of time the existing incinerator is down.

6. **WWAMI – Lab Renovation**

Contractor: Arcon, Inc., Laramie, WY

<table>
<thead>
<tr>
<th>Original Project Budget</th>
<th>$1,500,000 (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted Project Budget</td>
<td>$1,500,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Original Anticipated</th>
<th>Actual:</th>
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<tbody>
<tr>
<td>WWAMI Income</td>
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<tr>
<td>Academic Affairs Medical Education Quasi Account</td>
<td>197,000</td>
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<tr>
<td>College of Health Sciences Building Account</td>
<td>360,000</td>
<td>360,000</td>
</tr>
<tr>
<td>State Appropriation (FY17/18 Budget) for Level II study</td>
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<tr>
<td><strong>Total Project</strong></td>
<td><strong>1,500,000</strong></td>
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Contract Substantial Completion Date: November 30, 2018
## Statement of Contract Amount

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<tr>
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<th>Budget (a)</th>
<th>Additional Funding/Adj (b)</th>
<th>Use of Contingency (c)</th>
<th>Adj Budget (a+b+c) = (d)</th>
<th>Expenditures (e)</th>
<th>Obligations (f)</th>
<th>Remaining Balance (d+e+f)=(g)</th>
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</thead>
<tbody>
<tr>
<td>Construction</td>
<td>1,063</td>
<td>39</td>
<td>-</td>
<td>1,102</td>
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<tr>
<td>Contingency</td>
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<td>-</td>
<td>71</td>
<td>-</td>
<td>-</td>
<td>71</td>
</tr>
<tr>
<td>Design</td>
<td>168</td>
<td>17</td>
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<td>185</td>
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<tr>
<td>FF&amp;E</td>
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<tr>
<td>IT/Tech</td>
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<td>29</td>
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<td><strong>Total</strong></td>
<td>1,500</td>
<td>-</td>
<td>-</td>
<td>1,500</td>
<td>(287)</td>
<td>(1,033)</td>
<td>180</td>
</tr>
</tbody>
</table>

### Work Completed/In Progress:

- Exterior construction is complete.
- Mechanical, electrical, and plumbing (MEP) rough-ins are 95% complete.
- Interior framing is complete and drywall installation is underway.
- Procurement of department funded equipment in progress.

### Issues Encountered with Proposed Resolution for Each:

- None at this time.

### Work Planned for the Upcoming Month:

- Health Sciences classroom remodel will begin late May.
INFORMATION ONLY: Construction Update, Mai

CHECK THE APPROPRIATE BOX(ES):
☐ Work Session
☐ Education Session
☐ Information Item
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
BSL – 3 Update
- The installation of louvers in the doors within the BSL-3 facility is complete.
- Anticipate rebalancing the air flows within the space May 7-11.
- Commissioning is anticipated to be complete by the end of May.
- Incinerator manufacturing is ongoing.
- Material procurement for the incinerator is underway.
- Construction of the incinerator addition will commence when sufficient materials are on-site, thus reducing the amount of time the existing incinerator is down.

Engineering Update
- Exterior masonry, metal stud framing and sheathing continue.
- Installation of exterior glazing systems are ongoing.
- Interior metal stud framing and drywall work is underway.
- Drywall hang tape and finish is underway.
- Mechanical and plumbing installation is on-going.
- Electrical rough-in is on-going.
- Site utilities are underway.
- No change orders to date and construction is progressing.

Arena Auditorium Phase II
- Minor punch list items remain and will continue through the middle of June.
- Landscaping and metal panel work will take place post season and during the summer months.
- Anticipate issuing substantial completion at the end of May.

Mick and Susie McMurry High Altitude Performance Center (AKA RAC 2) Addition
- All areas within the addition have been turned over to athletics.
- Punch list items remain.

Renovation
- Selective Demolition is complete.
- Interior framing is complete.
- Mechanical/Electrical/Plumbing rough-ins are ongoing.
- Drywall installation is underway.
- In slab rough-in within the Olympic weight room is complete.
North entry demolition and addition construction is underway.
A design meeting was held on April 16th to incorporate any Athletics requested changes via one document in lieu of several change documents.

**WWAMI**
- Exterior construction is complete.
- Mechanical Electrical Plumbing rough-ins are 95% complete.
- Interior framing is complete and drywall installation is underway.
- Procurement of department funded equipment and furniture is in progress.
- Preparations for the Health Sciences classroom remodel are underway and will begin late May.

**Science Initiative**
- Design Development meeting two was held March 20-28.
- Design Development meeting three will be held May 14.
- The site demolition package has been released for bid.

**Landscape Master Plan**
- Design is underway.
- Anticipate bidding the landscaping project the middle of May with completion the end of July.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:
Regular construction updates have been shared with the Board.

WHY THIS ITEM IS BEFORE THE BOARD:
This information is presented for the general information of the Trustees.

ACTION REQUIRED AT THIS BOARD MEETING:
N/A

PROPOSED MOTION
N/A

PRESIDENT’S RECOMMENDATION:
N/A
INFORMATION ONLY: **Foundation Monthly Giving Report**, Blalock

CHECK THE APPROPRIATE BOX(ES):

☐ Work Session

☐ Education Session

☒ Information Item

☐ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:
The UW Foundation provides a YTD Giving report for each meeting of gifts documented in the system.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

Informational report

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION

N/A

PRESIDENT’S RECOMMENDATION:

N/A
<table>
<thead>
<tr>
<th>FUND</th>
<th>DONORS</th>
<th>GIFTS</th>
<th>CURRENT MONTH GIFTS received</th>
<th>FY 2018 to date</th>
<th>FY 2017 to date</th>
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<td>DONORS</td>
<td>OUTRIGHT</td>
<td>CASH &amp; CASH EQUIVALENT</td>
<td>NEW COMMITMENTS YTD</td>
<td>TOTAL</td>
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<td></td>
<td>DONORS</td>
<td>OUTRIGHT</td>
<td>CASH &amp; CASH EQUIVALENT</td>
<td>NEW COMMITMENTS YTD</td>
<td>TOTAL</td>
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<td>STATE MATCHING</td>
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**Total Donors does not reflect Column totals. Donors may give to more than one umbrella.**
### University of Wyoming, Foundation

**FY 2018 Monthly Giving Report through March**

**Annual Gifts**

<table>
<thead>
<tr>
<th>FUND</th>
<th>FY 2018 GOALS</th>
<th>Current Month</th>
<th>FY 2018 to date</th>
<th>FY 2017 to same date</th>
<th>FY 2018 AF % of Goal</th>
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</thead>
<tbody>
<tr>
<td><strong>AGRIC</strong></td>
<td>$122,000</td>
<td>30 $11,065</td>
<td>475 $105,721</td>
<td>507 $84,997</td>
<td>86.66%</td>
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<tr>
<td><strong>ANSC</strong></td>
<td>$69,000</td>
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<td>168 $35,633</td>
<td>211 $40,746</td>
<td>51.64%</td>
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<tr>
<td><strong>ALUMNI</strong></td>
<td>$188,000</td>
<td>109 $6,561</td>
<td>1753 $110,883</td>
<td>2258 $137,487</td>
<td>58.98%</td>
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<tr>
<td><strong>A &amp; S</strong></td>
<td>$390,000</td>
<td>123 $17,054</td>
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<td>1419 $334,745</td>
<td>87.22%</td>
</tr>
<tr>
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<td>$3,100,000</td>
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<td>5575 $2,634,132</td>
<td>81.16%</td>
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<tr>
<td><strong>BUSINESS</strong></td>
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<td>613 $124,170</td>
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<td>$113,000</td>
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<td>449 $101,859</td>
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<td><strong>HONOR</strong></td>
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<td>2  $50</td>
<td>2  $50</td>
<td>0  $0</td>
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</tr>
<tr>
<td><strong>LAW</strong></td>
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<td>17 $1,459</td>
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<td>269 $67,460</td>
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<td>9  $6,035</td>
<td>125 $21,438</td>
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<td><strong>WTO PUBLIC MEDIA</strong></td>
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<td>6888 $964,592</td>
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<td>87.69%</td>
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<tr>
<td><strong>STU AFFRS</strong></td>
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<td>4 $1,050</td>
<td>200 $55,949</td>
<td>388 $49,585</td>
<td>186.50%</td>
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<tr>
<td><strong>UW ART MUS PRESIDENT'S IMPACT FND</strong></td>
<td>$39,000</td>
<td>1  $24</td>
<td>117 $36,040</td>
<td>121 $25,120</td>
<td>92.41%</td>
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<td><strong>OTHER</strong></td>
<td>$86,000</td>
<td>28 $2,166</td>
<td>319 $65,934</td>
<td>414 $66,702</td>
<td>76.67%</td>
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<td><strong>GIFTS NOT YET BOOKED</strong></td>
<td>$75,000</td>
<td>69 $9,920</td>
<td>335 $53,430</td>
<td>461 $56,153</td>
<td>71.24%</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$6,000,000</td>
<td>3,960 $514,324</td>
<td>17,022 $4,912,882</td>
<td>17,854 $4,940,778</td>
<td>81.88%</td>
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</tbody>
</table>

**Note:** Donors may give to more than one unit/division.
Giving by Type
FY 18 through 3/31/2018

- Realized PG $6,717,515
- Unrealized PG $5,149,671
- Annual Giving $4,912,882
- Corporation $4,646,907
- Foundations $4,252,863
- Individuals $5,651,173
- Other Orgs $77,107

Total $31,408,119.13