

THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES' REPORT &
SUPPLEMENTAL MATERIALS

Wednesday, August 14, 2019

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
Wednesday, August 14, 2019
Conference Call Meeting
President’s Office Suite, Old Main Boardroom, Room 206
Laramie, Wyoming

WORK SESSIONS

Consideration and Action: Board of Trustees Meeting Minutes (*public session & executive session*) – True

- July 16-19, 2019 Board of Trustees Meeting Minutes
[The draft minutes were provided in advance via the trustee secure website.]

Consideration and Action: Modifications to UW Regulations – Brown/Evans

- ✓ UW Regulation 2-109 (Academic Probation and Suspension)..... 3
- ✓ UW Regulation 2-201 (Admission of Undergraduate and Graduate Students)..... 8

Consideration and Action: Approval of Agreements, Contracts, and Procurements – Evans [*no materials provided for report*]

Information/Discussion: Tuition and Financial Aid Guiding Principles – Jewell..... 16

Information/Discussion: Presidential Search Update – True [*verbal report, no materials provided*]

Information/Discussion: Cost comparator data of UW room and board versus off campus residence in Laramie – Blackburn 18

Information/Discussion: College of Law 2020-21 Academic Year (FY2021) Tuition Update – Jewell/Klint Alexander 20

Consideration and Action: Facilities Contracting Committee –McKinley/Mai/Kibbon

- ✓ Research Flight Center Facility Lease Extension with Laramie Regional Airport 21
- ✓ Manufacturing Works Office Lease Extension with Laramie County Community College 28
- ✓ West Campus Satellite Energy Plant – Initial Guaranteed Maximum Price 38

Information/Discussion: Future UW Board of Trustee Meeting Schedule – True
[verbal report, no materials provided]

AGENDA ITEM TITLE:

Approval of modifications to UW Regulations 2-109 (Academic Probation and Suspension) and 2-201 (Admission of Students), Brown/Evans

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

In March 2017, the Board of Trustees approved modifications to UW Regulation 2-109 (Academic Probation and Suspension) and UW Regulation 2-201 (Admission of Students) per the regulatory structure review. Attached are additional proposed modifications and housekeeping edits. Specifically:

- UW Regulation 2-109 establishes standards for academic probation, suspension, reinstatement, and renewal. The proposed revisions account for the removal of plus/minus grading, which was approved by the Board in June 2019, clean up a mathematical inconsistency, and an added exception for students enrolled in the WWAMI Medical Education Program.
- UW Regulation 2-201 establishes policies and procedures governing the admission of students to the University. SF0043, Hathaway scholarship eligibility, Enrolled Act 20, Senate 2019, which was passed during the 2019 legislative session, broadened the opportunities for Hathaway eligibility by removing the specific requirement for two years of foreign language credits to be eligible for funding. Historically, the University has aligned its regulation to meet Hathaway eligibility. Academic Affairs has taken this opportunity to review and adjust its regulations governing the admission of students to account for the changes to Hathaway eligibility as well as strengthening its language surrounding the admission of students. These recommendations further clarify and assist students navigating the enrollment processes at UW.

The Trustees Regulation Committee will discuss this item at the August 2019 Board of Trustees conference call 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 the Board approve modifications to UW Regulations.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval, modification, or disapproval of the recommended modifications to the Regulations.

PROPOSED MOTION:

“I move to authorize approval of modifications to UW Regulations 2-109 and 2-201 as presented to the Board.”

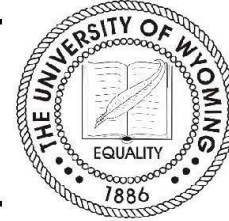
PRESIDENT'S RECOMMENDATION:

The President recommends approval.

Proposed changes drafted by Academic Affairs 5-21-19
Endorsed by the President 5-21-19
Endorsed by Trustees AA/SA Committee 5-23-19
Endorsed by Trustees Regulation Committee 5-29-19
No campus feedback provided

UNIVERSITY OF WYOMING REGULATIONS

Subject: Academic Probation and Suspension
Number: UW Regulation 2-109



I. PURPOSE

To establish standards for academic probation, suspension, reinstatement, and renewal.

II. DEFINITIONS

Cumulative grade point average ("GPA"): The sum of all grade points earned throughout the University of Wyoming divided by the sum of all credit hours attempted through the University except for credit hours in which grades of W, S, U, or I were assigned. When a course has been repeated to change a grade, the last grade points and credit hours assigned shall be entered in the computation of the cumulative average. All registered courses and grades earned at the University will remain on the transcript, whether or not they figure into the cumulative average.

Cumulative semester hours attempted: The total of all credit hours attempted through the University of Wyoming, except for those attempted in repeating a course, for those in which a grade of W was assigned, and those accepted in transfer from other institutions.

Resident GPA: The grade point average earned through taking University of Wyoming courses.

III. CURRENT ACADEMIC STATUS

Current academic status will be indicated on internal documents and grade reports as:

1. Good academic standing
2. Academic probation; or
3. Academic suspension

IV. GOOD ACADEMIC STANDING

Undergraduate students are in good academic standing if they maintain a cumulative resident minimum GPA of 2.000. Graduate students are in good academic standing if they maintain a cumulative resident minimum GPA of 3.000.

Proposed changes drafted by Academic Affairs 5-21-19
Endorsed by the President 5-21-19
Endorsed by Trustees AA/SA Committee 5-23-19
Endorsed by Trustees Regulation Committee 5-29-19
No campus feedback provided

V. ACADEMIC PROBATION

- A. Academic probation indicates a level of student academic performance that is below what is required for successful progress towards the completion of a student's degree program. It is an advisory warning that a student should raise their level of performance.
- B. An undergraduate student will be placed on academic probation at the end of the term if they have earned less than a 2.00 cumulative GPA at the University of Wyoming, or if they have earned a GPA of less than ~~1.667~~2.0 for the term.
- C. A graduate student will be placed on academic probation at the end of the term if they have earned less than a 3.00 cumulative GPA at the University of Wyoming, or if they have earned Unsatisfactory (U) grades or a grade in six or more credit hours.
- D. A student placed on academic probation will be notified by the Office of the Registrar.
- ~~D.E.~~ If an undergraduate student's GPA the semester after their probation is at least a 2.00 but their cumulative GPA is still below a 2.00, the student will remain on probation.
- ~~E.F.~~ A student will be removed from academic probation at the end of the term in which the student earns a cumulative GPA of 2.00 or above for undergraduate students or a 3.00 or above for graduate students.

VI. ACADEMIC SUSPENSION

- A. Suspension will be imposed when a student's academic performance indicates unsatisfactory progress towards his/her degree program. This status suspends the student's enrollment. Once placed on academic suspension a student is not allowed to enroll in courses at the University during any term until he/she is readmitted.
- B. Undergraduate students currently on probation will be academically suspended from the University if their semester GPA falls below 2.0.
- ~~B.~~ ~~Undergraduate students will be suspended if their cumulative GPA is less than 2.000 at the end of two successive semesters.~~
- C. Graduate students will be suspended if they earn less than a cumulative 2.00 average at any time, or if they are on probation and earn less than a 3.00 in the next enrollment period and are full time students, or if they earn less than a 3.00 in the next 12 attempted credits and are part-time students, or if they have earned Unsatisfactory (U) grades or grade in six or more credit hours while on probation.

Proposed changes drafted by Academic Affairs 5-21-19
Endorsed by the President 5-21-19
Endorsed by Trustees AA/SA Committee 5-23-19
Endorsed by Trustees Regulation Committee 5-29-19
No campus feedback provided

- D. A petition for reinstatement from suspension will not be considered until one full semester, exclusive of summer term, has elapsed since the student has been suspended. Students may petition once per semester for reinstatement, and, if denied by any unit, cannot petition for reinstatement until the next semester, unless there are documented extenuating circumstances justifying immediate reinstatement.
- E. A suspended student may not enroll for any University credit classes regardless of location or mode of delivery.
- F. Credit earned at another accredited college or university while a student is suspended from the University may be accepted under the usual regulations governing the transfer of credit once the student has been reinstated.
- G. A student placed on academic suspension will be notified by the Office of the Registrar.

VII. ACADEMIC REINSTATEMENT

- A. Academic reinstatement constitutes notice that a suspended student has been reinstated to the University, and is eligible to return. The reinstated student will be on academic probation during their first term of reinstatement after which they may be removed from this probation if they demonstrate adequate academic progress, as outlined in section V.E. above.
- B. A petition for reinstatement must be submitted no later than fifteen (15) calendar days before the beginning of the term in which the student wishes to register. A petition received after this deadline will not be considered except in documentable extenuating circumstances. The extenuating circumstances must be approved by the Dean of Students.
- C. The decision on a petition for reinstatement will be made by the Dean or designee of the college in which the student wishes to enroll. A student who has been reinstated must remain in the college in which he/she has been reinstated for that semester. Non-affiliated students' petitions will be considered by a reinstatement panel designated by the Provost and Vice President for Academic Affairs.
- D. Students placed on academic suspension are eligible for a maximum of three (3) reinstatements. Any student placed on academic suspension for the fourth time is not eligible for reinstatement for a minimum of five (5) years from the end of the last term of attendance.
- E. A college may have an academic reinstatement policy that is more restrictive than the general university policy.

Proposed changes drafted by Academic Affairs 5-21-19
Endorsed by the President 5-21-19
Endorsed by Trustees AA/SA Committee 5-23-19
Endorsed by Trustees Regulation Committee 5-29-19
No campus feedback provided

VIII. ACADEMIC RENEWAL

- A. An undergraduate student who returns to the University and who has not completed a college course at the University during the previous five (5) years will have the option of continuing with his/her earlier University cumulative GPA or commencing a new cumulative GPA ("academic renewal"). A student must request academic renewal in writing to the Registrar no later than ten (10) class days before the last day of classes of the semester in which the student returns to the University.
- B. If a student opts for and is granted academic renewal, the previous coursework will remain on the University transcript. A note indicating renewal will precede the new part of the University transcript. At the discretion of the academic department in which the student is enrolled, credit hours for which the student earned the grade of "C" or better may be applied toward the completion of the degree requirements. The list of departmentally approved courses (if any) will be submitted to the Registrar with the request for academic renewal.
- C. A student's grade point average and completed courses that have already been applied to a baccalaureate are not eligible for academic renewal.
- D. This policy can be exercised only once by any given student and is only applicable to undergraduate students.

IX. EXCEPTIONS

- A. This Regulation governing scholastic probation, suspension, and reinstatement does not apply to a student enrolled in the College of Law, or to a student enrolled in a graduate programs in Nursing ~~and~~ Pharmacy or the WWAMI (Washington, Wyoming, Alaska, Montana and Idaho) Medical Education Program.
- B. Sections VII and VIII of this regulation do not apply to the admission of an undergraduate student who has graduated from an accredited higher education institution with an associate's degree or baccalaureate degree.
- C. Upon the request of a student placed on scholastic suspension or denied reinstatement, the Provost may review the circumstances and reverse an adverse decision, if in his/her judgment, the student submits sufficient evidence of extraordinary circumstances.

Responsible Division/Unit: Office of the Provost and Vice President for Academic Affairs

Source: None

Links: <http://www.uwyo.edu/regs-policies>

Proposed changes drafted by Academic Affairs 5-21-19
Endorsed by the President 5-21-19
Endorsed by Trustees AA/SA Committee 5-23-19
Endorsed by Trustees Regulation Committee 5-29-19
No campus feedback provided

Associated Regulations, Policies, and Forms: None

History:

University Regulation 715, Revision 8; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 9/12/2014 Board of Trustees meeting
Revisions adopted 6/16/2015 Board of Trustees meeting
Revisions adopted 3/24/2017 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 6-715, now UW Regulation 2-109
Revisions adopted 7/12/2018 Board of Trustees meeting

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19



UNIVERSITY OF WYOMING REGULATIONS

Subject: Admission of Students
Number: UW Regulation 2-201

I. PURPOSE

To establish policies and procedures governing the admission of students to the University of Wyoming.

II. POLICY

Admission and programs of the University of Wyoming are offered to all eligible people without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, or any other applicable protected category. The Director of Admissions, through the Provost, is responsible for the admission of students. Admission of graduate students must also be approved-recommended by the faculty-department of an applicable graduate program.

~~III. NATIONALLY STANDARDIZED TESTS~~

~~All resident and nonresident applicants for admission under twenty-one (21) years of age or transfer students who have fewer than thirty (30) transferable semester credit hours, must have an official copy of the applicant's ACT Assessment or SAT Assessment test results sent to the Admissions Office.~~

~~The Admissions Office and Student Financial Aid may use information provided by the ACT Assessment or the SAT Assessment in determining the student's eligibility for admission to the University and determining the students' eligibility for awarding of certain scholarships. Additionally, once admitted, the results of the ACT Assessment or SAT Assessment shall be made available to the student's academic adviser, for purposes of advising and placement.~~

III. DEFINITIONS

Diploma: A formal document certifying the successful completion of a prescribed program of studies.

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19

First Time Student: A student who has no prior postsecondary experience attending any institution for the first time at the undergraduate level. There are two exceptions: (1) students who attended any institution for the first time the summer prior to entering the University of Wyoming in the fall term and (2) students who enter UW with advanced standing (college credits earned before graduation from high school).

High School Student: A student enrolled in secondary school or pursuing a high school diploma or recognized equivalent. Includes students who have not received but are pursuing a high school diploma or recognized equivalent and taking college coursework concurrently.

High School Success Curriculum: Coursework during high school that includes successful completion of the following:

- A.** Four (4) years of English;
- B.** Four (4) years of math (including algebra I, II, and geometry);
- C.** Four (4) years of science (including at least one year of physical science);
- D.** Three (3) years of social science;
- E.** Four (4) years of additional coursework including at least two (2) years of related courses taken in sequence (including fine and performing arts, career-vocational education, or foreign language)

Nationally Standardized Tests: ACT Assessment (ACT) or SAT Assessment (SAT) test results. Test results must be sent to the Admissions Office. SAT Assessment scores will be based off the Evidence-Based Reading and Writing + Math sections for exams administered in or after April 2016.

Returning Student: A student who previously attended UW but has not been enrolled for three consecutive semesters, including a summer term.

Transfer Student: A student entering the University of Wyoming for the first time but known to have previously attended a postsecondary institution at the same level (e.g., undergraduate, graduate). This includes new students enrolled in the fall term who transferred into the institution the prior summer term. The student may transfer with or without credit.

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19

IV. UNDERGRADUATE ADMISSION REQUIREMENTS

All applicants for admission under twenty-one (21) years of age or transfer students who have fewer than twelve (12) transferable semester credit hours after high school, must provide an official copy of their ACT or SAT test results. Test results must be sent to the Admissions Office.

A. ~~General Admission Requirements~~ First Time Students

~~Each applicant's a~~ Admission into a degree seeking program shall be based on ~~his or her~~ individual academic achievement. The University seeks to admit qualified undergraduate students who are new first time students or students that are concurrently enrolled in post-secondary education classes. To be considered for admission, ~~an applicant~~ prospective students must submit an application, a one-time nonrefundable application fee, official high school transcripts (or high school equivalency exam) ~~sent directly from the high school~~, and an official ACT or SAT test score (if the applicant is under 21) to the University's Office of Admissions.

B. Assured Admission

Assured undergraduate admission shall be granted to high school graduates ~~and transfer students with fewer than thirty (30) transferable semester college credit hours~~ who meet the following requirements:

1. A cumulative, un-weighted high school GPA of 3.0 (on a 4.0 scale);
2. A minimum composite ACT score of 21 or SAT score of 1060 ~~(Evidence-Based Reading and Writing + Math, 2016 administration forward. Contact the Office of Admissions for details on concordance for previously administered exams)~~; and
3. Completion of the *High School Success Curriculum* while attending high school.

C. Admission with Support

Undergraduate admission with support shall be granted to high school graduates who meet the following requirements:

1. A cumulative, un-weighted high school GPA of 2.5-~~2.99~~ 4.0 and a minimum ACT score of 17 or SAT score of 900, or 2.25-2.49 and a minimum composite ACT score of 20 or SAT score of 1020 ~~(Evidence-Based Reading~~

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19

- ~~and Writing + Math, 2016 administration forward. Contact the Office of Admissions for details on concordance for previously administered exams);~~
and
2. Completion of the *High School Success Curriculum* with no more than two deficiencies. Both deficiencies cannot occur in the same curriculum category.

Students admitted with support are required to participate in the University's academic transition programs administered by the Learning Resource Network (LeaRN).

~~D. High School Success Curriculum~~

- ~~1. Four (4) years of English;~~
- ~~2. Four (4) years of math (including algebra I, II, and geometry);~~
- ~~3. Four (4) years of science (including at least one year of physical science);~~
- ~~4. Three (3) years of social science;~~
- ~~5. Two (2) years of a single foreign language; and~~
- ~~6. Two (2) years of additional coursework (including visual and performing arts, behavioral or social sciences, humanities, or foreign language).~~

~~E.D. General Education Development (GED) Admission with Alternative Educational Credentials~~

Undergraduate applicants with General Education Development (GED) credentials or other approved alternative educational credentials (i.e., High School Equivalency Test (HiSet)) should contact the University's Office of Admissions for specific application requirements. Students under 21 years of age with GED or the approved credentials must also have a minimum ACT score of 17 or SAT score of 900.

~~F.E. Transfer Students~~

Transfer students with twelve (12) or more transferable hours after high school must submit an application, a one-time nonrefundable application fee, and official transcripts from each previously-attended higher education institution. Transfer students must have at least a 2.0 cumulative GPA for undergraduate admission.

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19

Transfer students with eleven (11) or less transferable hours after high school must also submit, official high school transcripts (or approved alternative education credentials), official ACT or SAT test score (if the applicant is under 21) and official transcripts from each previously-attended higher education institution. Admissions to transfer students with eleven (11) or less transferable hours must have at least a 2.0 cumulative GPA as well as meet the assured admissions requirements for first time students.

Official transcripts must be sent directly from the institution(s) to the University's Office of Admissions. Failure to disclose all previously attended institutions will be seen as a deliberate attempt to withhold academic history and may be reason for denied admissions and/or dismissal.

~~College transfer students with thirty (30) or more transferable hours after high school must submit an application, a one time nonrefundable application fee, and official transcripts from each previously-attended higher education institution. Official transcripts must be sent directly from the institution to the University's Office of Admissions. Failure to disclose all previously attended institutions will be seen as a deliberate attempt to withhold academic history and may be reason for denied admissions and/or dismissal. Transfer students must have at least a 2.0 cumulative GPA for undergraduate admission.~~

F. Home Schooled Students

Home schooled students shall be considered for admissions under the same requirements as First Time students.

G. Returning Students

Students returning to the University of Wyoming after not registering for classes for three or more consecutive semesters, including a summer term will need to submit a new application, provide official transcripts from all institution(s) attended since leaving the University of Wyoming, and be in good academic standing. Failure to disclose information about all institution(s) attended will be seen as a deliberate attempt to withhold academic history and may be reason for denied admissions and/or dismissal. Returning students must have a minimum 2.0 cumulative GPA from all undergraduate institutions.

Students suspended from the University of Wyoming must complete the reinstatement process. Academic reinstatement to the University of Wyoming does

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19

not constitute admissions to the institution. Students seeking reinstatement are required to meet admissions eligibility and criteria.

G.H. Holistic Alternative Admission

The University ~~through the Director of Admissions~~ has the discretion to admit students who do not qualify under the above-described criteria.

V. GRADUATE ADMISSIONS PROCESS

To be considered for graduate admission, ~~as a graduate student, an applicant~~ must submit an application, a one-time nonrefundable application fee, and official transcripts from each previously-attended higher education institution. Official transcripts must be sent directly from the institution to the University's Office of Admissions.

Additionally, each graduate program has its own admission requirements, application processes, and deadlines. Graduate student applicants should contact the graduate program directly to inquire about the requirements.

VI. INTERNATIONAL STUDENTS

Admission of international students is governed by the Admission Policy for International Students. This Policy is supplementary to the general admission policies described in this Regulation and provides for general admission standards for all international student applicants, including procedures for review and consultation with the various academic colleges and departments.

The Admission Policy for International Students shall be maintained and revised as determined by the Provost. Revisions are subject to the approval of both the Provost and the Associate Vice Provost for Enrollment Management, and shall become effective from the date of their approval.

The Admission Policy for International Students shall be published and distributed by the Office of Admissions and will be available through the Admission Office's website.

VII. HIGH SCHOOL GUESTS

High school students requesting admission as high school guests must submit transcripts demonstrating a cumulative high school GPA of 3.0 on a 4.0 scale (official high school transcripts must be sent directly from the high school to the Office of Admission); a written

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19

recommendation from a high school counselor or principal; and official ACT or SAT test scores, if any.

VIII. NON-DEGREE STUDENTS

The non-degree admission status is a special status that is not available to international students or students who have a suspension status at UW or another college or university.

Applicants seeking admission as non-degree undergraduate students must submit an application and a one-time nonrefundable application fee to the Office of Admissions. Under this admission status, undergraduate students may take a maximum of eight (8) credit hours per semester and cannot apply more than twelve (12) total credits taken as a non-degree student toward an undergraduate degree.

IX. SECOND BACHELOR'S DEGREE STUDENTS

Students who have received a bachelor's degree from the University of Wyoming and are seeking a second bachelor's degree, but have not taken coursework since graduation, must submit a new application.

Students who have received a bachelor's degree from another institution, or who graduated from the University of Wyoming and have taken courses at another institution since leaving the University, must submit an application, a one-time nonrefundable application fee, and official transcripts from each previously-attended higher education institution. Official transcripts must be sent directly from the institution to the University's Office of Admissions.

Effective Date: July 1, 2018

Responsible Division/Unit: Office of the Provost and Vice President for Academic Affairs

Source: Wyoming Statute § 21-17-204

Links: <http://www.uwyo.edu/regs-policies>

Associated Regulations, Policies, and Forms: Admission Policy for International Students

History:

University Regulation 3; UW Regulation 8-3 adopted 2/9/2015 Board of Trustees meeting

Revisions adopted 3/23/2017 Board of Trustees meeting

Revisions adopted 9/15/2017 Board of Trustees meeting

Admission of Students

Proposed changes drafted by Academic Affairs 4-26-19
Endorsed by the President 4-29-19
Endorsed by Trustees AA/SA Committee 5-15-19
Endorsed by Trustees Regulation Committee 5-22-19
Incorporated campus feedback per Regulation Committee 7-8-19

University Regulation 247, Revision 1; UW Regulation 8-247 adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/14/2014 Board of Trustees meeting
Revisions adopted 3/23/2017 Board of Trustees meeting

University Regulation 248, Revision 3; UW Regulation 8-248 adopted 7/17/08 Board of Trustees meeting
Revisions adopted 11/18/2010 Board of Trustees meeting
Revisions adopted 11/18/2011 Board of Trustees meeting
Revisions adopted 9/7/2012 Board of Trustees meeting
Revisions adopted 11/14/2014 Board of Trustees meeting

Trustee Regulation VIII; UW Regulation 8-1 adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/18/2010 Board of Trustees meeting
Revisions adopted 11/12/2014 Board of Trustees meeting
Revisions adopted 1/15/2015 Board of Trustees meeting
Revisions adopted 4/13/2015 Board of Trustees meeting
Revisions adopted 11/20/2015 Board of Trustees meeting
Revisions adopted 7/13/2016 Board of Trustees meeting
Revisions adopted 3/23/2017 Board of Trustees meeting

Revisions adopted 1/18/2018 Board of Trustees meeting (effective 7/1/2018: previously UW Regulation 8-3, now UW Regulation 2-201)

AGENDA ITEM TITLE: Tuition and Financial Aid Guiding Principles, Jewell

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

The Tuition and Financial Aid Committee of the Board developed the following guiding principles during its work on the 2020-21 academic year tuition and financial aid recommendations and plan.

Tuition and financial aid resources at the University of Wyoming (“UW”) should be developed, managed, and deployed in order to:

1. Enroll and deliver a quality education to as many Wyoming citizens as possible.
2. Enroll the best and brightest Wyoming high school graduates.
3. Enroll Wyoming community college graduates and/ or transfer students to complete baccalaureate degrees through UW.
4. Keep tuition as nearly free as possible for Wyoming citizens.
5. Seek out and provide qualifying Wyoming students with need-based financial aid.
6. Fully award UW Foundation scholarships while decreasing the number of “scholarships” funded through tuition waivers.
7. Develop new scholarships through private funds raised through the UW Foundation.
8. While taking into consideration the appropriate balance between non-resident student enrollment, academic quality, and financial aid expense outcomes---realize greater non-resident net tuition revenue.
9. Incentivize and support strategic enrollment goals and objectives (e.g., on-line/distance education, under/low enrolled degree programs, new degree programs, etc.)

After the July 16-19, 2019 Board meeting in Riverton, Wyoming the Administration revised the guiding principles list above in an attempt to create a more succinct list without removing or diminishing any of the core principles and values. The updated list proposed by the Administration for consideration by trustees is listed below.

Undergraduate tuition and financial aid resources at the University of Wyoming (“UW”) should be developed, managed, and deployed in order to:

1. Deliver a world-class undergraduate education to Wyoming’s citizens for as nearly free as possible.
2. Enroll and graduate in a timely manner with a baccalaureate degree as many Wyoming citizens as possible.
3. Be accessible and provide need-based financial aid support to qualifying Wyoming students.
4. Strategically utilize the University of Wyoming Foundation’s existing scholarship funds while also developing and increasing private giving for scholarships and financial aid.
5. Grow net tuition revenue while taking into consideration the appropriate balance amongst student enrollment, academic quality, and financial aid expense outcomes.
6. Incentivize and support strategic university initiatives and/or enrollment objectives (e.g., on-line/distance education, under/low enrolled degree programs, new degree programs, etc.).

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board approved tuition rates and the financial aid plan for the 2020-21 academic year (fiscal year 2021) on July 18, 2019 at its meeting in Riverton, Wyoming.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board requested that the Committee on Tuition and Financial Aid present to all trustees the guiding principles developed by the committee during its work on the 2020-21 academic year tuition and financial aid recommendations.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT’S RECOMMENDATION:

N/A

AGENDA ITEM TITLE:

Information/Discussion: Cost comparator data of UW room and board versus off campus residence in Laramie, Blackburn

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

Attachments are provided with the narrative—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

The Laramie off-campus housing market is diverse and includes corporate owned and managed multi-bedroom apartment complexes, condos and townhouses, and one-bedroom family owned basement apartments. The Verge, The Pointe, and The Quarters are the largest competitors off campus for UW students after their freshman year. Vice President Blackburn will review their current publically-posted rates in comparison to UW room and board rates for the residence halls and rent for on-campus apartments.

Note: The \$2,700 meal allowance in the housing cost comparator represents \$300.00 a month (\$10.00 a day) for nine months. This was originally developed by KSQ Design & Biddison Hier Ltd., in 2017.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board of Trustees annually approves room and board rates for the residence halls and rent for on-campus apartments.

WHY THIS ITEM IS BEFORE THE BOARD:

This topic was briefly discussed during the July 2019 Board Retreat in Riverton, Wyoming. Additional information was requested for a subsequent meeting.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT'S RECOMMENDATION:

N/A

Cost comparator data of UW room and board versus off-campus residence in Laramie
 As of 7/31/2019

Location & Type	Total Rent Cost	Meal Allowance	Total Cost
Residence Hall (double room)	\$4,493.00 9 month contract	\$4,609.00 (12 meal plan)	\$9,102.00
The Verge (2 bedroom)	\$6,540.00 (\$545/mo) 12 month contract	\$2,700.00 (\$300/mo 9 months)	\$9,240.00
The Verge (3 bedroom)	\$5,880.00 (\$490/mo) 12 month contract	\$2,700.00 (\$300/mo 9 months)	\$8,600.00
The Pointe (4 bedroom)	\$6,060.00 (\$505/mo) 12 month contract	\$2,700.00 (\$300/mo 9 months)	\$8,760.00
The Quarters Furnished (4 bedroom)	\$5,280.00 (\$440/mo) 12 month contract	\$2,700.00 (\$300/mo 9 months)	\$7,980.00
The Quarters Unfurnished (4 bedroom)	\$4,620.00 (\$385/mo) 12 month contract	\$2,700.00 (\$300/mo 9 months)	\$7,320.00
Bison Run (3 bedroom)	\$5,724.00 (\$477/mo) 12 month contract	\$2,700.00 (\$300/mo 9 months)	\$8,424.00
Bison Run (4 bedroom)	\$5,256.00 (\$438/mo) 12 month contract	\$2,700.00 (\$300/mo 9 months)	\$7,956.00

AGENDA ITEM TITLE: College of Law 2020-21 Academic Year (FY2021) Tuition Update, Jewell/Klint Alexander

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

At its out-of-town meeting in Riverton, Wyoming on July 18, 2019, the Board of Trustees took action to set the College of Law's resident student tuition rate at \$502 per credit hour and non-resident student tuition rate at \$1,071 per credit hour for the 2020-21 academic year (fiscal year 2021) – a four percent (4%) increase to the 2019-20 academic year (fiscal year 2020) tuition rates.

A friendly amendment allowing the administration to revisit with the Board the College of Law tuition rates prior to the start of the 2020-21 academic year was accepted to the motion that approved the University's 2020-21 academic year tuition rates.

This agenda item is to share with the Board that as more information is known about what the regional market of law school tuition rates for the fall of 2020, the Dean of the College of Law will provide an update and amended tuition rate request (if necessary and if approved by the President) at the January 2020 meeting.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

On July 18, 2019 at its out-of-town meeting in Riverton, Wyoming, the Board approved a four percent (4%) increase to the College of Law's resident and non-resident student credit hour tuition rates for the 2020-21 academic year (fiscal year 2021).

WHY THIS ITEM IS BEFORE THE BOARD:

The Trustees of the University of Wyoming, a constitutional body, are responsible for the "management of the university" (Wyoming Constitution, Article 7, 17).

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Facilities Committee

Consideration and Action: Research Flight Center Facility Lease Extension with Laramie Regional Airport, Mai/Kibbon,

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Item for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

This agenda item is to request approval to extend the lease agreement with the Laramie Regional Airport Board for the University's Flight Center Facility at the Laramie Regional Airport in Laramie, Wyoming. The University leases land at the Laramie Regional Airport for the University of Wyoming Donald L. Veal Research Flight Center and hangar facility (see attached map). In addition to housing the University's research aircraft and transportation aircraft, the facility is used for atmospheric research, air transportation, maintenance, and laboratory activities.

The University has leased the land at the Airport since 1967. The initial term of the current agreement with the Laramie Regional Airport Board started in 2009 and the lease is up for its 2nd renewal term in August 2019. Previous terms have been in five (5) year increments and the Department of Atmospheric Science has expressed an interest in renewing the lease for another five (5) years. The five (5) year term of the lease remains consistent with the new National Science Foundation Cooperative Agreement which begins September 1st and is also for five (5) years. The current annual lease rent is \$8,400.00 and is not proposed to increase over the term of the lease. The University can terminate the lease upon 90 days' notice with provisions for the sale of the building and improvements to the Lessor or a succeeding Lessee at a negotiated price.

At the direction of the Facilities Contracting Committee, the administration has finalized the extension and the lease agreement for a five (5) year term ending in 2024. The Lease agreement 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:

Per UW Regulation 7-2, the Board of Trustees reserves authority to approve and/or sign contracts for "Other matters involving real property, including but not limited to the lease of real property; easements; water rights and development; oil, gas and mineral leases; and federal or state government leases, permits, or licenses for longer than one year or more than \$50,000".

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute the lease agreement for a five (5) year term with the Laramie Regional Airport Board, 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 lease agreement for a five (5) year term with the Laramie Regional Airport Board, as presented the Board.

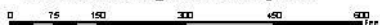
PRESIDENT'S RECOMMENDATION:

The President recommends approval.



PREPARED BY:
REAL ESTATE
OPERATIONS
April 2019

Research Flight Center Facility Lease Extension Laramie Regional Airport



 Land Lease

**LEASE AGREEMENT
BETWEEN
LARAMIE REGIONAL AIRPORT BOARD
AND
THE UNIVERSITY OF WYOMING**

THIS LEASE AGREEMENT shall be effective the 22nd day of August 2019, by and between the LARAMIE REGIONAL AIRPORT BOARD, Laramie, Wyoming, hereinafter referred to as "Lessor" and the UNIVERSITY OF WYOMING, hereinafter referred to as the "Lessee";

WITNESSETH

WHEREAS, the Lessor owns or controls and operates the Laramie Regional Airport located near Laramie, Wyoming, which will hereinafter be referred to as "Airport"; and

WHEREAS, the Lessee desires to lease a certain portion of the Airport, which will hereinafter be described, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained the parties agree for themselves, their successors, legal representatives and assigns, as follows:

1. The Lessor hereby leases to the Lessee for the period of time hereinafter mentioned, and subject to the terms and conditions of this agreement, the premises described as and shown on Exhibit "A" attached hereto; the premises are located at the Laramie Regional Airport in Albany County, State of Wyoming. The parties acknowledge that the Lessee at its sole expense has constructed a hangar on said premises and agrees that the use of the premises and of the existing hangar and property shall be for the conduct of atmospheric and other University research and for all other related University activities including but not limited to air transportation, maintenance, and laboratory activities.
2. The Lessor grants to the Lessee the right to have and hold said premises, and to have reasonable access to these premises subject to complying with this agreement, for a term of five (5) years beginning 22 August 2019 and ending 21 August 2024, with an option to renew said lease for an additional term on such terms and conditions as the parties shall agree in writing; provided the Lessee shall not be in default on any of the terms and conditions of this lease and further, that lessee shall have exercised the option in writing at least sixty (60) days prior to the expiration of the term. The Lessor shall provide reasonable access for aircraft or other equipment to the premises.
3. In consideration of such leasing, the Lessee agrees and covenants to pay the following rent to the Lessor:
 - a. The rental fee shall be \$8,400.00 payable in monthly installments of \$700.00 due on the 1st day of each month, but payable no later than the 10th day of each month. In the event the option for the next term is exercised, as set forth above, the parties shall mutually agree on the terms and conditions in writing.
 - b. Interest at one-half percent (1/2%) per month shall accrue and be payable on all rents and fees due and unpaid beginning forty-five (45) days following the date on which the rents or fees are due.
4. The Lessor may cancel the lease and recover and resume possession of the premises by giving the Lessee ninety (90) days advance written notice upon the happening of any of the following:
 - a. The failure of the Lessee to pay the rent specified, or any part thereof, when due.
 - b. Failure on the part of the Lessee to use the premises for the purposes set forth in the lease.
 - c. The failure of the Lessee to perform any other covenants, conditions, provisions and agreements contained in this lease.
 - d. Notwithstanding the foregoing, however, the Lessee shall first be notified in writing of any such failure and shall be given sixty (60) days in which to correct the failure; if such failure remains uncorrected at that time the Lessor may cancel this lease as provided in the first sentence of paragraph 4.
5. The Lessee agrees not to assign the lease or any part thereof, nor let, nor sublet, either by grant or implication, the whole or any part of the premises or improvements which may be subsequently placed thereon, without consent of the Lessor and such consent shall not be unreasonably withheld. The Lessor specifically acknowledges that the Lessee is permitting Farm Bureau to hangar its plane. Lessor warrants that this lease is not in conflict with any other leases that Lessor has entered into or may enter into in the future.
6. No structural changes or improvements other than repairs may be made to the existing building or hangar/laboratory or placed in any way on the premises without having first secured the written consent of the Lessor, which will not be unreasonably withheld.
7. The Lessee has examined the premises prior to the execution of this agreement and acknowledges that the premises are in satisfactory condition at the time of this agreement. The Lessor has made no representation relating to the condition of the premises except as are specifically provided in this agreement.
8. The Lessor, through its duly authorized agent or agents, shall have the right at all times during the term of this agreement, or any extension thereto, of examining premises upon reasonable notice to the Lessee.
9. In the event the Lessee desires to install a power, water or sewer line, or other similar installation, across, over or under any airport land not under lease to it, the Lessee shall first obtain permission for such installation from the Lessor. A written application for permission shall be made to the Lessor. Permission by

**LEASE AGREEMENT
BETWEEN
LARAMIE REGIONAL AIRPORT BOARD
AND
THE UNIVERSITY OF WYOMING**

the Lessor will not be unreasonably withheld. The Lessee further specifically agrees to be responsible for the payment of all utilities and service hookups on the premises and the cost of the utilities themselves, and to regularly make payment for the cost of the same to the supplier.

10. The improvements made upon lands by the Lessee shall, upon the expiration, termination, or cancellation of the lease or any renewal thereof:
- a. Be removed by the Lessee at its own expense within ninety (90) days if required by the Lessor or desired by the Lessee with the understanding that weather may require an extension of time, and if, in the opinion of the Lessor, such removal will not cause injury or damage to the lands and the Lessee shall replace the fence at its own expense and to the satisfaction of Lessor or its agent. In the event of any removal of improvements, the premises must be left clean, orderly, and as close to the original condition as reasonably possible.
 - b. With the consent of the Lessor, be sold to a succeeding Lessee.
 - c. If any improvements are not disposed of as provided above, or if the Lessee shall determine prior to termination of this lease that any of the improvements owned by the Lessee upon the demised premises are unsuitable for Lessee's purposes, notice shall be given to the Lessor, which notice will offer such property for sale to the Lessor, at a price to be negotiated between the parties. Pending completion of any such negotiations, no sale to any other party or other disposition of the property shall be made, and it is hereby agreed that removal of the property by the Lessee will be postponed beyond the term of this lease until completion of any such negotiations. The term and conditions of said purchase shall be mutually agreed upon by the Lessor and Lessee and shall be reduced to writing on or before the termination of the agreement.
11. Disclaimer of liability: Except as otherwise provided by law, the Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the premises, except to the extent attributable to the negligent or intentional act or omission of the Lessor, employees or agents.
12. The Lessee shall be liable for, to the extent of its obligations and abilities under Wyoming law and to the extent of applicable insurance:
- a. Any and all liability, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), which may be imposed upon, incurred by or be asserted against the Lessor by reason of any act or omission of the Lessee, its officers and employees, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be caused by the Lessee's construction, installation, operation, maintenance, use or condition of the premises.
 - b. Any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Lessor by reason of any claim arising out of work, labor, materials or supplies provided or supplied to the Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the premises and, upon the written request of the Lessor, the Lessee shall make reasonable efforts to cause such claim or lien covering the Lessor's property to be discharged or bonded within thirty (30) days following such request.
13. The Lessee agrees to abide by and adhere to all provisions and requirements of the laws and regulations of the airport relating to leasing of airport lands and facilities of granting of privileges, except where those rules are in conflict with this agreement. Said rules and regulations are hereby adopted as if set out in full therein. The Lessee shall participate in all airport safety and security measures and shall, when required by the Lessor or its authorized agent, verify such participating in writing. The Lessee agrees that if as a result of the Lessee's negligence an access or security gate is left open by the Lessee or the Lessee's agent, employees or guests, and in the event that the Lessor is fined by the FAA and/or the TSA, as a result of the breach of any security requirements, the Lessee agrees to pay any such fine.
14. The Lessee shall keep the premises and any improvements constructed or placed thereon neat and presentable, at its own expense, suffering no strip or waste thereof nor removing any material there from without permission of the Lessor.
15. The Lessee shall submit to the Lessor proof of the Lessee's compliance with Federal Aviation Regulations, Part 77, on all new construction or remodel, Lessee shall comply with all current building, electrical and fire codes of the City of Laramie as well as all Memoranda of Understanding then in existence.
16. The Lessee, within thirty (30) days after completion of any new construction or placement of improvements upon or through the premises, shall deliver to the Lessor a copy of as-built drawings showing the location of the improvements. Furthermore, if the Lessee constructs improvements underground, the Lessee shall appropriately mark the surface of the land with adequate surface markers. The type, quantity of, and distance between such markers will be subject to the approval of the airport manager.

**LEASE AGREEMENT
BETWEEN
LARAMIE REGIONAL AIRPORT BOARD
AND
THE UNIVERSITY OF WYOMING**

17. The waiver by either party of the breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition. If any provision of this lease is deemed unlawful the remaining provisions shall remain lawful or binding.

18. The Lessor may modify the lease to meet revised requirements of federal or state grants, or to conform to the requirements of any revenue bond covenant to which the Airport Board is a party; provided that, in the case of modification to conform to the requirements of any revenue bond covenant, the modification may not act to reduce the rights or privileges granted the Lessee by the lease nor to cause the Lessee financial loss.

19. If any term, provisions, condition or part of the lease is declared by a court of competent jurisdiction to be invalid or unconstitutional, the remaining terms, provisions and conditions or parts of the lease shall continue in full force and effect.

20. In case of any national emergency, as declared by the Federal Government, neither party may be held liable for any inability to perform any or all of the terms of the lease due to such national emergency.

21. No notice, order, direction, determination, requirement, consent or approval under the lease shall be of any effect unless in writing and no consent or approval by the Lessor under the lease shall be of any effect unless given by the Lessor or by such other officer as may be designated by the Lessor. All notices required by the lease shall be sent by certified mail or delivered personally addressed to the Lessee or to the Lessor as may be appropriate, at the respective addresses contained in the lease or at such other addresses as the parties may designate in writing from time to time.

22. It is hereby agreed that the covenants, stipulations and conditions contained herein shall inure to the benefit of and shall be binding upon the successors and assigns of the Lessor. The Lessor reserves the right to further develop or improve the operations areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the operations areas of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

23. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the airport.

24. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

25. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operation on Laramie Regional Airport.

26. The Lessee by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder which is in violation of the Laramie Regional Airport Zoning Ordinance and all amendments thereto. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object all of which shall be at the expense of the Lessee.

27. The Lessee by accepting this lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Laramie Regional Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and causes the abatement of such interference at the expense of the Lessee.

28. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully punctually performs the terms and conditions imposed on Lessee.

29. This lease is subject to 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 or if Lessee determines that any of the improvements owned by the Lessee upon the demised premises are unsuitable for Lessee's purposes, then the Lessee may terminate the lease without cause and without liability upon ninety (90) days' advance written notice to Lessor.

30. It is mutually agreed between the parties hereto that time of payment shall be of the essence of this contract.

31. The University of Wyoming does not waive its sovereign immunity 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.

**LEASE AGREEMENT
BETWEEN
LARAMIE REGIONAL AIRPORT BOARD
AND
THE UNIVERSITY OF WYOMING**

32. 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.

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. If applicable, **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. If applicable, 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.**

33. 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.

34. The Lessor shall release, indemnify and hold harmless the University of Wyoming and the State of Wyoming, their officers, agents, employees, successors and assignees from any cause of action or claims or demands directly or indirectly arising out of preexisting conditions, Lessor's non-disclosure of known contamination, or Lessor's performance or failure to perform under the terms and conditions of this Agreement.

35. 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.

36. Lessor and Lessee agree both participated in the drafting of this Lease Agreement and therefore no presumption shall arise in the construction or interpretation of this Agreement that one party was the drafter.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers and their respective seals affixed hereto as of the day and year first above written.

LARAMIE REGIONAL AIRPORT



Jack Skinner
Laramie Regional Airport Manager

UNIVERSITY OF WYOMING

William Mai
Vice President for Administration
Deputy Treasurer, Board of Trustees

AGENDA ITEM TITLE: Facilities Committee

Consideration and Action: Manufacturing Works Office Lease Extension with Laramie County Community College, Mai/Kibbon,

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Item for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

This agenda item is to request approval to extend an existing lease for the Manufacturing Works Office at its current location on the Laramie County Community College (LCCC) campus in LCCC's Enterprise Center in Cheyenne, Wyoming (see attached map).

Manufacturing Works opened the office in September of 2016 as a means to increase service operation efficiencies and consolidate University resources by being in the same facility as the University's Wyoming Small Business Development Center (WSBDC) and Procurement Technical Assistance Center (PTAC). The current lease term for the office space in the Enterprise Center was for three (3) years and ends August 31, 2019.

Rent for the 439 square feet of office space for the three (3) year renewal term is \$3,358.35 per year or \$7.65 per square foot. This is the same per square foot rate currently being paid by the WSBDC and PTAC. The term for the extension of the lease will begin September 1, 2019 and end August 31, 2022 with an option to renew for another multi-year term. The University can terminate the lease upon thirty days' advance written notice.

At the direction of the Facilities Contracting Committee, the administration has finalized the amendment to extend the lease for this location for another three (3) year term ending in 2022. Amendment No. 1 to the Lease Agreement 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:

Per UW Regulation 7-2, the Board of Trustees reserves authority to approve and/or sign contracts for "Other matters involving real property, including but not limited to the lease of real property; easements; water rights and development; oil, gas and mineral leases; and federal or state government leases, permits, or licenses for longer than one year or more than \$50,000".

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute Amendment No. 1 to the lease agreement for a three (3) year term with LCCC for the Manufacturing Works Office, 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. 1 to the lease agreement for a three (3) year term with LCCC for the Manufacturing Works Office, as presented the Board.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.



PREPARED BY:
REAL ESTATE
OPERATIONS
June 2019

Manufacturing Works Office Lease Extension
Laramie County Community College
Cheyenne, Wyoming



AMENDMENT NO. 1 TO THE LEASE AGREEMENT

Between
Laramie County Community College
And
University of Wyoming for Manufacturing Works

This first Amendment to the Lease Agreement dated the 31st day of August 2016 between Laramie County Community College, hereinafter referred to as Lessor, and University of Wyoming for Manufacturing Works (MW), hereinafter referred to as Lessee, is effective 1 September 2019.

WHEREAS, the Lease Agreement dated 31 August 2016 will expire 31 August 2019; and

WHEREAS, the Parties hereby agree that the following terms and conditions shall be revised in the Lease Agreement as follows:

Section 2 The term of this lease shall be for a period of thirty-six (36) months beginning September 1, 2019 and ending August 31, 2022 with the option to renew for multiple years.


INCORPORATION 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 constructed as final and binding.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year written below.

Lessor:
Laramie County Community College

Lessee:
University of Wyoming


Joe Schaffer, Ph.D. 2019

Joe Schaffer, Ph.D. DATE
President

DATE
William Mai
Vice President for Administration
Deputy Treasurer, Board of Trustees

**LEASE AGREEMENT
BETWEEN
LARAMIE COUNTY COMMUNITY COLLEGE
AND
UNIVERSITY OF WYOMING**

THIS LEASE is made at Cheyenne, Wyoming, this 31st day of August, 2016, by and between the LARAMIE COUNTY COMMUNITY COLLEGE, hereinafter referred to as LESSOR, and UNIVERSITY OF WYOMING for MANUFACTURING WORKS (MF), hereinafter referred to as LESSEE.

That in consideration of the mutual promises, covenants, conditions and terms to be kept and performed, it is agreed that the parties hereto as follows:

Section 1 The LESSOR hereby leases to LESSEE, 439 square feet (room AB 204 with 212 sq. ft. and room AB 206 with 227 sq. ft.) of office space in the Enterprise Center (Auto Body Repair and Career & Technical Buildings) located on the Laramie County Community College campus, Cheyenne, Wyoming, including the use of the building common areas.

Section 2 The term of this lease shall be thirty-six (35) months and nine days, beginning 22 September 2016 and ending 31 August 2019, with the option to renew for multiple years.

Section 3 The LESSEE shall pay to the LESSOR as rent the sum of Eighty-three Dollars and 97/100 (\$83.97), or approximately \$7.65 per square foot, for the period beginning 22 September 2016 and ending 30 September 2016. The LESSEE shall pay to the LESSOR as rent the sum of Nine Thousand Seven Hundred Ninety-five dollars and 10/100 (\$9795.10) approximately \$7.65 per square foot for the period beginning 1 October 2016 and ending 31 August 2019. Payments are due in 35 equal installments of \$279.86 on the first day of each month. Utilities, trash collection, and some janitorial services, to include but not limited to periodic carpet vacuuming, bathroom and hallway cleaning as needed, are provided by the LESSOR and included in the overall sum of this lease.

Section 4 The LESSEE shall, prior to occupancy, post with the LESSOR a security deposit equal to one month's rent. The LESSOR shall return the deposit to the LESSEE at the expiration of this lease provided the LESSEE shall vacate the LEASEHOLD promptly, leaving it in the condition in which it was received at the inception of this lease, ordinary wear and tear expected, and be current in all rental and other payments.

Section 5 The LESSOR, without in any way limiting its remedies or rights to recovery, may apply all or any part of the security deposit to repair or replace any missing or damaged fixture or to perform any unfulfilled obligations of the LESSEE under the lease.

Section 6 The LESSEE shall provide at its own cost, routine, normal wear and tear items, excluding carpeted offices and carpeted suites.

Section 7 The LESSOR shall perform all necessary repairs, replacements, and required maintenance with respect to all plumbing, electrical, pipe, wiring, roof, supporting structural members, locks and heating of the leased property and any common areas. The LESSOR shall have no other repair, replacement, or maintenance obligations, all items which are not specifically enumerated being considered routine maintenance.

Section 8 The LESSEE may, with the prior written consent of the LESSOR make alterations to the LEASEHOLD at its own expense, provided such alterations do not impair the structure in which the LEASEHOLD is situated.

Section 9 At the termination of this lease, and with the prior written consent of the LESSOR, the LESSEE may remove any alterations which it has made pursuant to Section 9, provided such removal can be and is done without damaging the LEASEHOLD or the structure in which it is situated. Any alterations left after termination shall become the property of LESSOR without cost to the LESSOR.

Section 10 As a condition precedent to the LESSOR's obligation to consider the renewal of this lease:

- a. The LESSEE will give at least thirty (30) days written notice to the LESSOR of his/her intention to renew this lease; and
- b. The LESSEE is current in his/her payments to the LESSOR and not in violation of any of these terms and other conditions of this lease.
- c. The LESSEE acknowledges rent increases are possible in future lease agreements.

Section 11 The LESSOR may terminate this lease without incurring any liability for damages by giving the LESSEE thirty (30) days written notice. The LESSEE may terminate this lease without incurring any liability for rent by giving the LESSOR thirty (30) days written notice.

Section 12 The LESSEE agrees to comply with all policies and procedures established by and for Laramie County Community College so long as such are not in conflict with policies and procedures of LESSEE'S Board of Trustees and when applicable to the LESSEE.

Section 13 The LESSEE shall carry at least the following minimum amounts of insurance. It shall be maintained in full force and effect during the life of this lease agreement and shall protect the LESSOR, and its employees, agents, or representatives from damages to property arising in any form from the negligence or wrongful acts or omissions of its agents, employees, or representatives in the performance of any obligation covered by this agreement.

LESSEE shall maintain liability insurance for injuries, including those resulting in death, in an amount no less than Two Hundred Fifty Thousand Dollars (\$250,000) for any one person, and in an amount no less than Five Hundred Thousand Dollars (\$500,000) for any accident or occurrence. Lessee shall be responsible for insurance to cover its own property, and Lessor shall be responsible for insurance on its building and property.

Section 14 The LESSEE shall furnish to the LESSOR a copy of the policy with the Laramie County Community College listed as an additional insured showing that the insurance described in Section 14 is in full force and effect prior to the commencement of this lease agreement. Should the LESSOR receive notice of cancellation of said insurance it shall notify the LESSEE to cease operations immediately and not to start again until the LESSOR receive new copies evidencing that insurance described in Section 16 is in full force and effect.

Section 15 That the LESSEE shall promptly execute and comply with all statutes, rules, orders, ordinances, requirements and regulations of the City, State or Federal Government and any and all of its departments and bureaus applicable to said demised premises for the correction, prevention or abatement of nuisances or other grievance in, upon, or connected with said premises, during the said term, and that periodic no-notice safety inspections may be conducted by the designated area fire department, an insurance company, or other Laramie County-based inspectors, except that all structural alterations or

**LEASE AGREEMENT
BETWEEN
LARAMIE COUNTY COMMUNITY COLLEGE
AND
UNIVERSITY OF WYOMING**

additions shall be made by the LESSOR at its expense.

Section 16 The LESSEE shall not assign or sublease the premises, or any part thereof, without the LESSOR's prior written consent, or occupy or permit or suffer the said premises to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire, under penalty of forfeiture and damages.

Section 17 That the LESSEE, in case of fire, shall immediately give notice thereof to the LESSOR, who shall thereupon cause the damages to that portion of the building hereby leased to be repaired, but if the premises be so damaged that the LESSOR shall decide to rebuild, or condemn the same, the term shall cease and the accrued rent shall be paid up to the time of the said fire. In case, however, the destruction of the premises by fire shall be only partial and portion thereof shall during the period or repairs be fit for occupancy by the LESSEE for the purpose for which said premises are leased, then the rent shall be equitably apportioned and paid for the part so fit for occupancy.

Section 18 That if the LESSEE fails to correct any default in this lease within ten (10) days after receiving written notice of default, including but not limited to, default in the payment of rent or in the performance of any of the covenants contained in this lease or in the event LESSEE fails to prevent, correct or abate nuisances such as excessive noise, fumes, vibrations, or other grievances, not governed under the provisions of Section 18 above, which cause directly or indirectly interference with, harm or damage, the operations or products of another tenant or tenants of the Laramie County Community College building or in the event that the LESSEE shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors, the LESSOR may terminate this lease, and at the expiration of said ten (10) days, after receipt of the aforementioned written notice, the terms of this lease shall cease and expire as if it were the expiration of the original term. That in case this lease shall be terminated, canceled or forfeited under any of the terms and conditions herein contained or the demised premises be vacant for a period of ten (10) days, the LESSOR shall immediately have the right to re-enter and take possession of said premises and re-occupy the same without notice and without being liable for damages, and also any part of the premises herein demised that may have been subleased, notwithstanding that the written consent of the LESSOR may re-let the premises for the remainder of the term at the best rent if can obtain for the account of the LESSEE who shall make good any deficiency occasioned by the LESSEE's breach, which shall be payable monthly.

Section 19 That the LESSOR, its servants or agents, shall have at all reasonable time, access to any part of the aforesaid premises for the purpose of examining same or making any necessary repairs or changes in plumbing, electric wiring, or pipes, gas pipes, heating or other alterations and repairs in any part of the premises hereby leased, which it may be incumbent upon the LESSOR to make. LESSOR shall provide LESSEE reasonable advanced notice of its intent to enter the premises except in cases of emergency.

Section 20 The said LESSEE covenants both for itself and its servants, agents, and employees faithfully to observe and keep all necessary rules and regulations of the building which affect said premises and will at its own cost and expense make any and all necessary alterations or changes in the premises demised which may be necessary because of any act of the LESSEE, its servants and agents in violation of any law, ordinance, rule or regulation of any City, State or Government body, except that all

structural alterations or additions shall be made by the LESSOR at its expense; that upon the failure of the LESSEE to make or proceed to make, any such changes or alterations within thirty (30) days after being required to by any order, rule, regulation or ordinance last above referenced to within ten (10) days of the receipt of said order to notice, that then and in that event the said LESSOR may enter the demised premises at its option and do and perform said alterations or make such changes at the cost and expense of the LESSEE, which said expense shall be deemed as rent and added to the next monthly installment of rent then accruing and be collected as such.

Section 21 In case of any damages or injury to the glass in demised premises or damage or injury to the same premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence, or improper conduct of the LESSEE, its agents, servants, guests, or employees, then the said LESSEE shall cause the said damage or injury to be repaired in equal quality and type as speedily as possible at its own cost and expense, otherwise the same shall be replaced or repaired by the LESSOR at the cost of the LESSEE.

Section 22 The LESSOR covenants and agrees that it will keep said building open during regularly accepted business hours, that is Monday through Friday 8 a.m. to 5 p.m. - subject to maintenance and emergency closures, to the extent that work may lawfully be done, and will furnish heat, in said premises during the winter season of about seventy (70) degrees in the daytime and about sixty (60) degrees in the night.

Section 23 All business signs must be ordered through the LESSOR at the expense of the LESSEE.

Section 24 It is expressly understood and agreed by and between the parties to this agreement that the LESSOR shall not be liable for: Any damage or injury caused by water which may be sustained by the LESSEE or other persons; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other LESSEE or agents or employees; or by reason of the breakage, leakage or obstruction of the water sprinkler or soil pipes, electric conduits or wiring or other leakage or breakage in or about said building, unless due to the LESSOR's negligence or neglect.

Section 25 The LESSEE further agrees that it will not encumber or obstruct the said sidewalk in front of or adjacent to said building or the dock area or allow the same to be obstructed and that no goods, material or machinery or other article shall be stored on said sidewalk or in said hallways or on the said dock areas of the premises leased, or left there for a longer period than shall be absolutely necessary to transport them to or from the premises of the LESSEE.

Section 26 The LESSOR further agrees that it will be responsible for all exterior maintenance, including snow removal and outside lighting, and will provide restrooms.

Section 27 The LESSOR agrees to provide at its own cost and expense a suitable trash receptacle and regularly scheduled pick-up service sufficient to handle LESSEE's reasonable needs in order to prevent the unsightly accumulation of trash and other debris.

Section 28 All notices required by this agreement shall be sent by certified mail to the following addresses:

LESSOR:

LESSEE:

**LEASE AGREEMENT
BETWEEN
LARAMIE COUNTY COMMUNITY COLLEGE
AND
UNIVERSITY OF WYOMING**

Laramie County Community College	University of Wyoming
c/o Purchasing Manager	c/o Real Estate Operations
1400 East College Drive	Dept. 4308, 127 Bureau of Mines
Cheyenne, WY 82007	1000 E. University Avenue
	Laramie, WY 82071

Section 29 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, 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.**

Section 30 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.

Section 31 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.

Section 32 This Lease is subject to the available funding of the Tenant. Should the governmental source of funds fail to appropriate monies or the responsible department or agency fail to provide the necessary funding, then the Tenant may terminate the Lease without cause and without liability.

Section 33 Neither party shall indemnify, defend or hold harmless the other for any cause of action, or claim or demand arising out of this MOU. Each party shall be responsible for their own negligent actions or omissions.

Section 34 The Laramie County Community College and the University of Wyoming do not waive their sovereign immunity or their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused these presents to be signed the day and year first above written.

LESSOR:

LARAMIE COUNTY COMMUNITY COLLEGE



BY: Joe Schaffer, Ph.D.
TITLE: President

Date: 9/8/19

LESSEE:

UNIVERSITY OF WYOMING



BY: William Mai
TITLE: Vice President for Administration
Deputy Treasurer, Board of Trustees

Date: 9/2/16

AGENDA ITEM TITLE: Facilities Committee

West Campus Satellite Energy Plant – Initial Guaranteed Maximum Price, Mai/Kibbon

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

- Attachments are provided with the narrative.*

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

During the March 2019 Board meeting, administration was authorized to proceed with an early bid package for site utilities, footings and foundations, stabilization of earth (SOE), deep foundations, and procurement of the chilled water storage tank. The early bid package allows the project to complete in time for the start-up of the mechanical systems in the new science initiative.

GE Johnson Construction of Wyoming (GEJ) publicly advertised the scopes of work and a public bid opening was held June 18, 2019.

GEJ's estimated value of the work prior to bidding was \$15,719,083.00 and the actual amount, after completing a thorough vetting process, was \$15,486,191.00. Of this, \$13,700,799.00 is direct construction cost and 76.6% is being performed by Wyoming Resident Contractors.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

May 2018 – Board approved construction manager-at-risk as the construction delivery method for the project.

October 2018 – Board approved the exterior and location of the facility.

March 2019 – Board authorized an early bid package for the West Campus Satellite Energy Plant.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9 the Board of Trustees shall approve all contracts.

ACTION REQUIRED AT THIS BOARD MEETING:

Board authorization to proceed with construction and procurement associated with the early bid package for the West Campus Satellite Energy Plant.

PROPOSED MOTION:

I move to allow Administration execute an amendment to GE Johnson's contract allowing them to proceed with construction and procurement of bid package #1 with an initial Guaranteed Maximum Price not-to-exceed \$15,486,191.00.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.