

THE UNIVERSITY OF WYOMING

**BOARD OF TRUSTEES' REPORT &
SUPPLEMENTAL MATERIALS**

Wednesday, December 11, 2019
Conference Call Meeting

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, December 11, 2019
Conference Call Meeting
President's Office Suite, Old Main Boardroom, Room 206
Laramie, Wyoming

WORK SESSIONS

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

- November 13-15, 2019, Board of Trustee Meeting

[Draft minutes were provided in advance via the trustee secure website.]

Discussion: Annual External Audited Reports – Marsh/Jewell4

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

- Western Research Institute Lease Extension5
- Wyoming Public Radio Casper, WY Site Lease Extension with Two Way Radio Services, Inc.34
- Design Consultant Selection for Wyoming Hall Utility Infrastructure Relocation49
- Design Consultant Selection for Iverson Parking Garage50

Consideration and Action: Contracts, agreements, procurements over \$1 million or 5 years in length –
Evans *[if necessary]*

AGENDA ITEM TITLE:

Discussion: Annual External Audited Reports, Marsh/Jewell

SESSION TYPE:

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

[Committee of the Whole – Items for Approval]

☒ *Materials will be provided as supplemental.*

APPLIES TO STRATEGIC PLAN:

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

AGENDA ITEM TITLE:

Western Research Institute Lease Extension in the Bureau of Mines Building, 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 for another year for space the University leases to Western Research Institute (WRI) in the Bureau of Mines Building on the University of Wyoming Campus in Laramie (see attached map).

WRI continues to review a possible addition/remodel at the Advanced Technology Center property to relocate its units currently housed in the Bureau of Mines Building, but this move is not anticipated to occur in the immediate future. WRI's Asphalt and Petroleum Technologies unit is located in the Bureau of Mines Building and conducts research using the building's existing labs. WRI currently occupies approximately 9,618 square feet or 32% of the assignable space in the building, down from over 70% in 2013.

Previous term lengths under the current agreement have been in one year increments. The current annual lease rent is \$67,200.00 or approximately \$6.99 per square foot. The rental rate is not anticipated to increase for next year. The rent rate is structured on a reimbursement of operations and maintenance costs on a per square foot basis for the amount of square footage occupied by WRI because of WRI's status as an educational and scientific nonprofit corporation and the continuing research partnership. The University can terminate the lease upon 180 days' advance written notice and there is not an option to automatically renew or extend the agreement.

At the direction of the Facilities Contracting Committee, the administration has finalized the extension of the lease agreement for a one (1) year term ending December 31, 2020. Amendment No. 2 has been signed by the Lessee 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. 2. to the lease agreement for a one (1) year term with Western Research Institute, if determined appropriate by the Facilities Contracting Committee.

ACTION REQUIRED AT THIS BOARD MEETING:

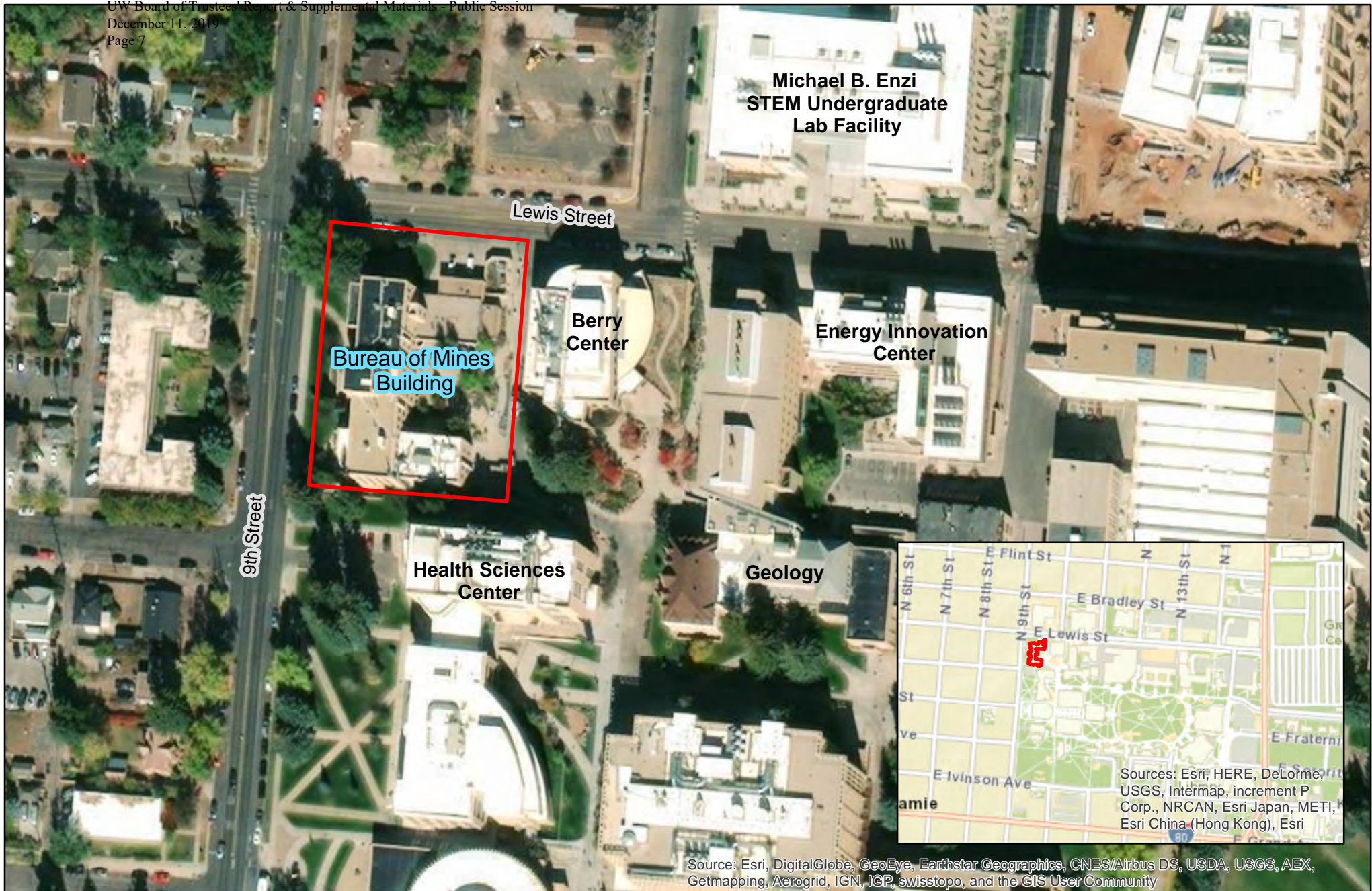
Board approval or disapproval of the recommendation of the Board's Facilities Contracting Committee.

PROPOSED MOTION:

I move to recommend to the full Board approval to execute Amendment No. 2 to the lease agreement for a one (1) year term with Western Research Institute, as presented to the Board.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.



PREPARED BY:
 REAL ESTATE
 OPERATIONS
 AUGUST 2019

Western Research Institute Lease Extension Bureau of Mines Building Laramie, WY



0 35 70 140 210 280 Feet

**AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE**

This Amendment No. 2 to the Lease Agreement dated December ____ 2019 between the University of Wyoming ("LESSOR") and the University of Wyoming Research Corporation, d.b.a. Western Research Institute ("LESSEE"), is effective 1 January 2020.

WHEREAS, LESSOR leases to LESSEE a portion of the Bureau of Mines (BOM) Building for combined administrative and research uses; and

WHEREAS, both LESSOR and LESSEE have expressed a desire to extend said lease for additional term;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to extend and amend said lease as follows:

Delete the first paragraph of Article II and replace with the following:

Article II. TERM. LESSOR leases the Premises to LESSEE for a term commencing on January 1, 2020 and terminating on December 31, 2020. This Lease is not valid and shall not become effective until executed by authorized representatives of both the LESSOR and LESSEE.

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 and any amendments 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 HEREOF, the Parties to this Amendment, through their duly authorized representatives, have executed this document on the date set out below.

LESSOR:
The University of Wyoming

William Mai
Interim Vice President for Administration

DATE

**AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE**

LESSEE:

Western Research Institute

Rebecca Dellenback 11-20-2019
Rebecca Dellenback DATE
Chief Financial Officer

**AMENDMENT NO. 1
TO THE LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE**

This Amendment No. 1 to the Lease Agreement dated 1 January 2018 between the Trustees of the University of Wyoming ("LESSOR") and the University of Wyoming Research Corporation, d.b.a. Western Research Institute ("LESSEE"), is effective 1 January 2019.

WHEREAS, LESSOR leases to LESSEE a portion of the Bureau of Mines (BOM) Building for combined administrative and research uses; and

WHEREAS, both LESSOR and LESSEE have expressed a desire to extend said lease for additional term;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to extend and amend said lease as follows:

Delete the first paragraph of Article I and Section 1.01 (a) in its entirety and replace with the following:

Article I. **DESCRIPTION OF PREMISES.** LESSOR agrees to lease to LESSEE a total of 9,618 square feet in the BOM Building on the following terms and conditions, hereinafter referred to as the Premises:

Section 1.01 Exclusive Use Area.

(a) LESSEE shall lease Rooms 3, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 19, 20, 21, 23, 24, 27, 28, 119, 119A, 121, 122, 123, 128, 224, 225, 226, 227, 234, 235, and 301 shown on Exhibit A, attached hereto.

Delete the first paragraph of Article II and replace with the following:

Article II. **TERM.** LESSOR leases the Premises to LESSEE for a term commencing on 1 January 2019 and terminating on 31 December 2019. This Lease is not valid and shall not become effective until executed by authorized representatives of both the LESSOR and LESSEE.

Delete the first paragraph of Article III and replace with the following:

Article III. **RENT.** Beginning on the effective date of this Amendment and during the remaining term of this Lease, LESSEE shall pay to LESSOR as rent the sum of Five Thousand Six Hundred Dollars (\$5,600.00) per month.

**AMENDMENT NO. 1
TO THE LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE**

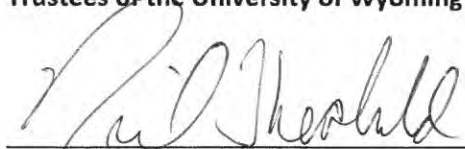
INCORPORATION OF AMENDMENT INTO ORIGINAL LEASE

The signing of this Amendment shall incorporate this Amendment into the LEASE. All other terms and conditions of the original lease and any amendments 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 HEREOF, the Parties to this Amendment, through their duly authorized representatives, have executed this document on the date set out below.

LESSOR:

Trustees of the University of Wyoming

 11/4/2019

Neil Theobald

DATE

Vice President for Finance and Administration
Deputy Treasurer, Board of Trustees

LESSEE:

Western Research Institute

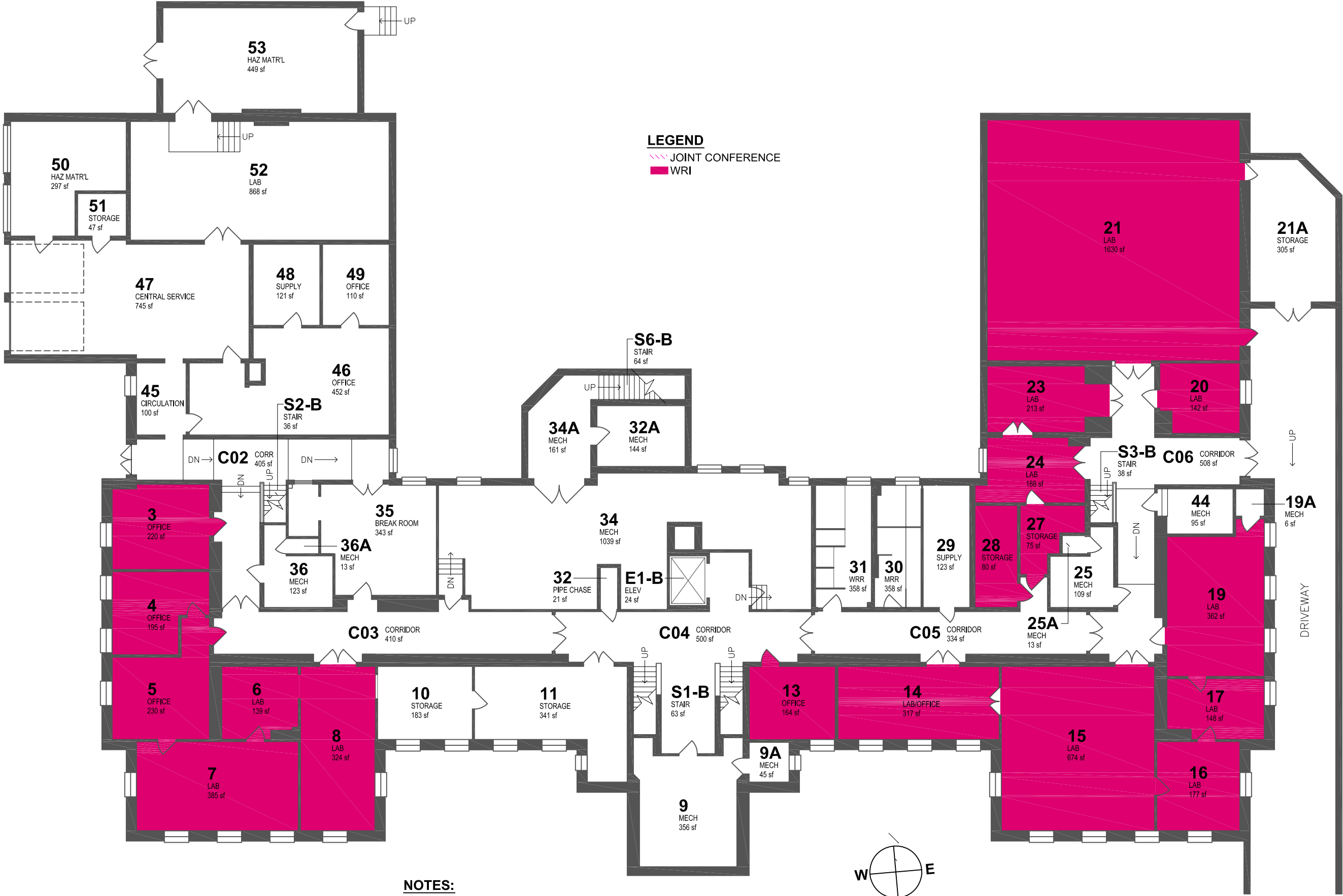
 12/21/2018

Donald W. Collins, Jr.

DATE

Chief Executive Officer

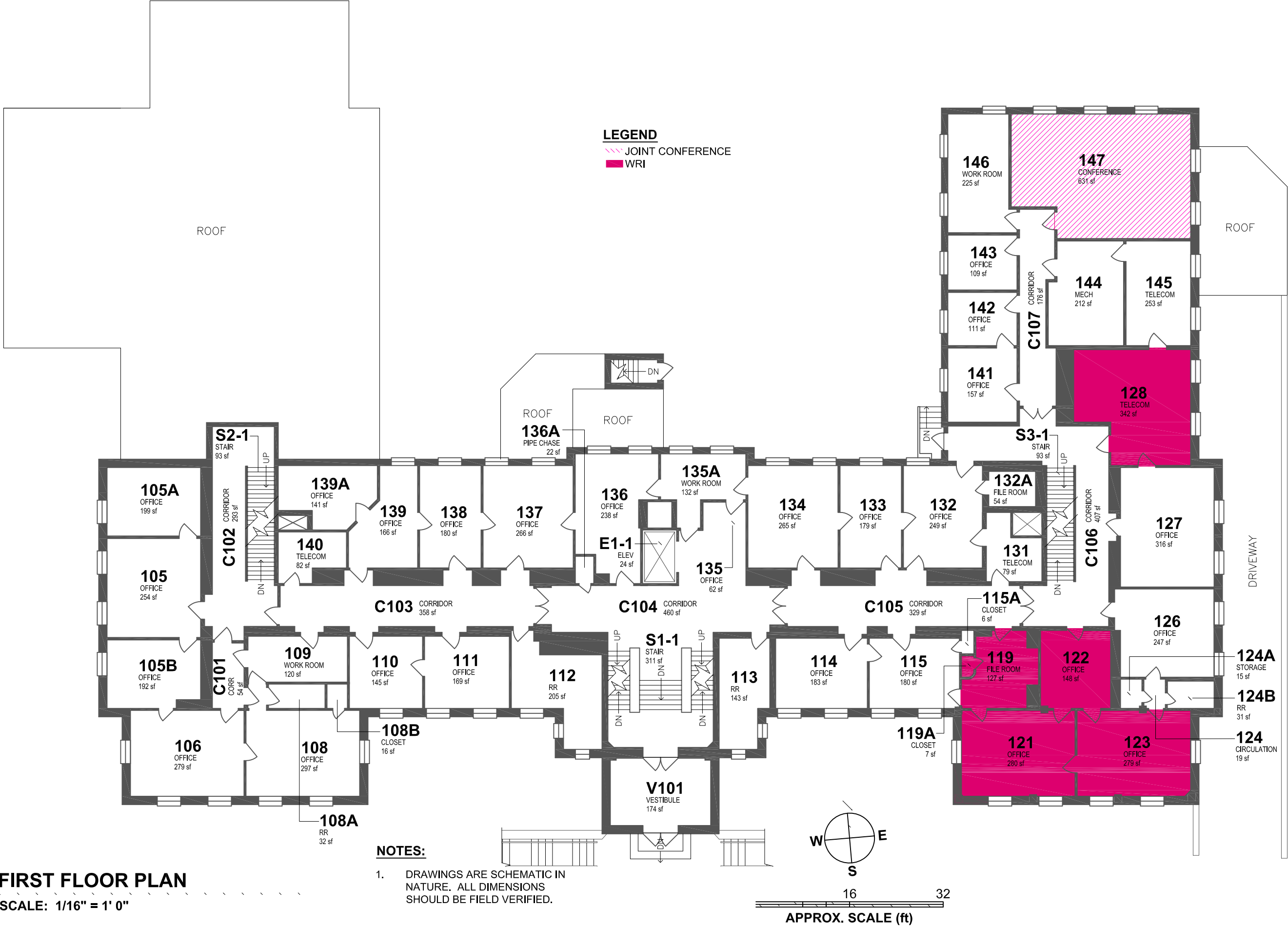
BUREAU OF MINE-
EXHIBIT A



BASEMENT FLOOR PLAN
SCALE: 1/16" = 1' 0"

- NOTES:**
1. DRAWINGS ARE SCHEMATIC IN NATURE. ALL DIMENSIONS SHOULD BE FIELD VERIFIED.

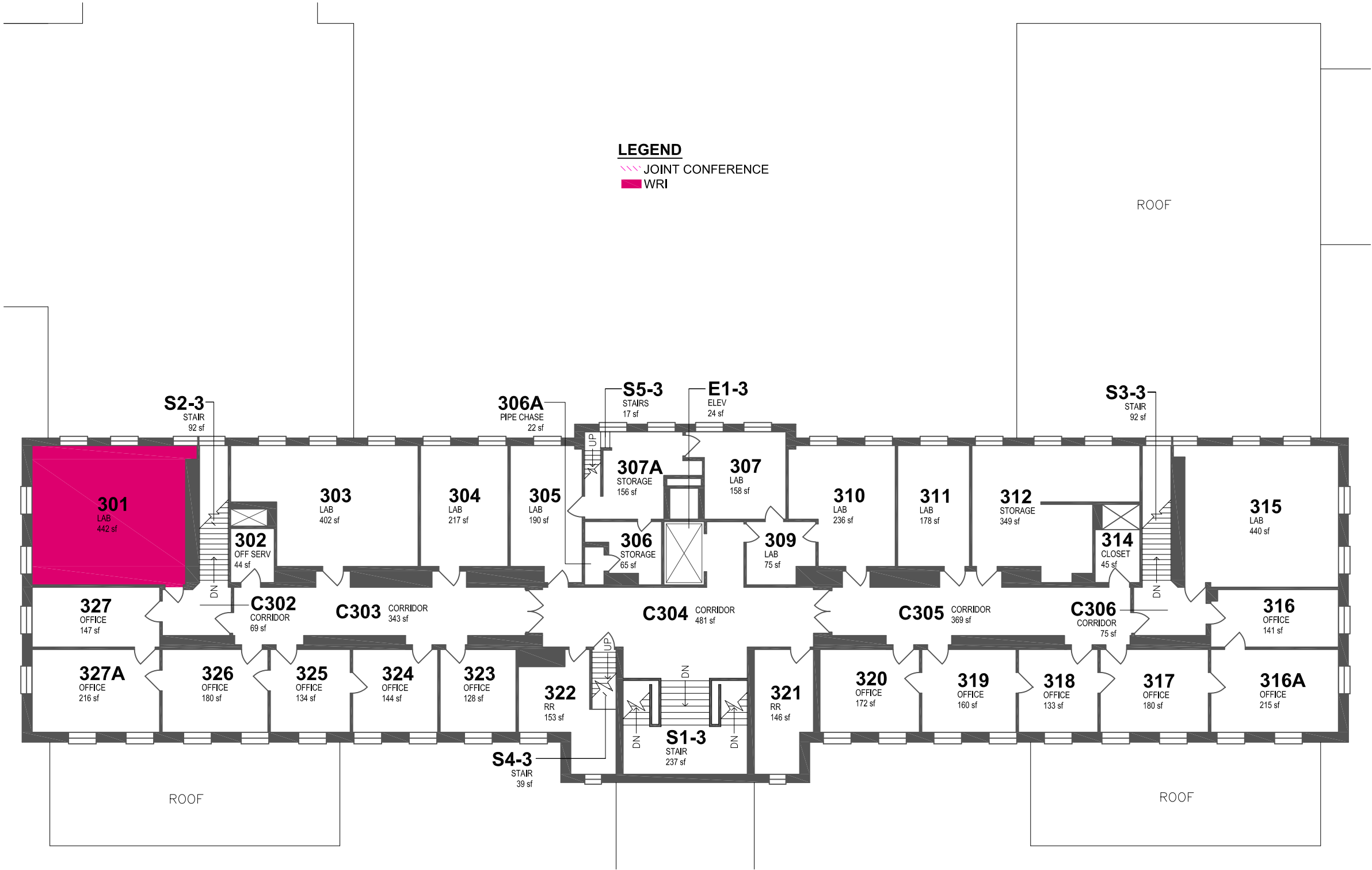
BUREAU OF MINES-
EXHIBIT A



BUREAU OF MINES-
EXHIBIT A

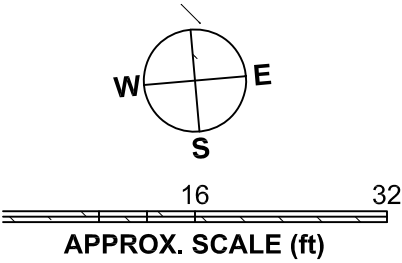


BUREAU OF MINES- EXHIBIT A



NOTES:

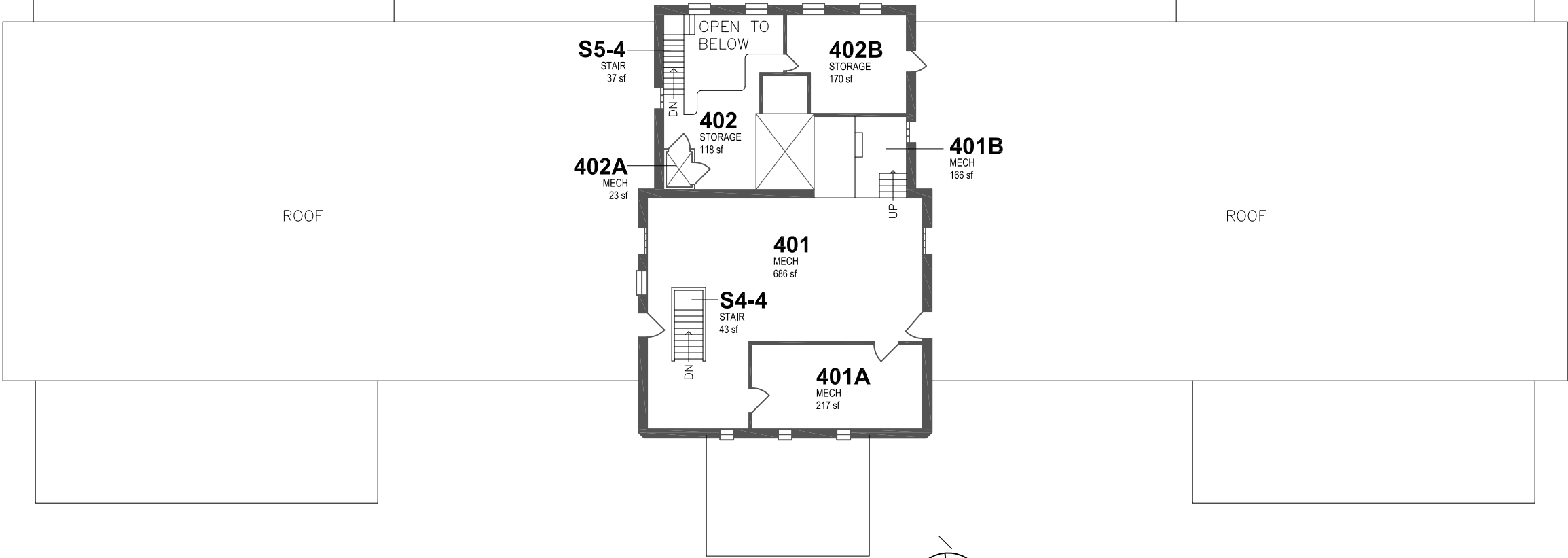
- DRAWINGS ARE SCHEMATIC IN NATURE. ALL DIMENSIONS SHOULD BE FIELD VERIFIED.



BUREAU OF MINES-
EXHIBIT A

LEGEND

- JOINT CONFERENCE
- WRI



NOTES:

- DRAWINGS ARE SCHEMATIC IN NATURE. ALL DIMENSIONS SHOULD BE FIELD VERIFIED.

PENTHOUSE FLOOR PLAN
SCALE: 1/16" = 1' 0"

**LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE**

This lease effective the 1st day of January 2018, by and between the Trustees of the University of Wyoming, a body corporate under the laws and constitution of the State of Wyoming, hereinafter referred to as LESSOR, and the University of Wyoming Research Corporation, d.b.a. Western Research Institute, a 501 (C) (3), not-for-profit under the laws of the State of Wyoming, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, LESSOR is sole owner of the Bureau of Mines (BOM) Building and the surrounding property; and

WHEREAS, LESSEE desires to lease a portion of the BOM Building from LESSOR for combined administrative and research uses within the facility.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

Article I. **DESCRIPTION OF PREMISES.** LESSOR agrees to lease to LESSEE a total of 8,847 square feet in the BOM Building on the following terms and conditions, hereinafter referred to as the Premises:

Section 1.01 Exclusive Use Area.

- (a) LESSEE shall lease Rooms 3, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 19, 20, 21, 23, 24, 28, 119, 119A, 121, 122, 123, 128, 225, 226, 227 and 234 shown on Exhibit A, attached hereto.
- (b) Parking.
 - (i) Designated parking spaces 1 and 2 as shown on Exhibit B, attached hereto, may be used by WRI when available and in accordance with existing signage.
 - (ii) LESSEE employees shall be allowed to purchase University of Wyoming "A" parking permits like UW employees.
- (c) The Leased Premises also includes LESSEE's Wi-Fi dish on the roof of LESSOR's Engineering Building. The Wi-Fi dish transmits data to LESSEE's North site located at 3474 N. 3rd St., Laramie, Wyoming. Upon termination of the Lease or non-use of the Wi-Fi dish, LESSEE shall, at LESSEE's sole cost and expense, remove the Wi-Fi dish and its equipment in a manner so as to minimize damage to LESSOR's property and restore the Premises as it existed prior to commencement of this Lease.
- (d) LESSEE understands that should the Wi-Fi dish cause interference with any of LESSOR's equipment, LESSEE will be required to remove the dish and its equipment immediately upon notice from LESSOR in the manner described in (c) above.

Section 1.02 Shared/Common Areas. Room 147 is a board/conference room and shall be a shared space. LESSEE shall have non-exclusive use of the Board Room (Room 147). LESSEE shall have scheduling priority and University departments shall have access and use as approved and scheduled through LESSEE.

Article II. **TERM.** LESSOR leases the Premises to LESSEE for a term commencing on 1 January 2018 and terminating on 31 December 2018. This Lease is not valid and shall not become effective until executed by authorized representatives of both the LESSOR and LESSEE.

Section 2.01 Termination. LESSOR or LESSEE may terminate this agreement at any time upon a minimum of one hundred eighty (180) days prior written notice to the other party. LESSEE shall, upon termination of this Lease, remove all of LESSEE's property from the Premises in a manner so as to minimize damage to the Premises and return the Premises to LESSOR, normal wear and tear excepted.

**LEASE AGREEMENT
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WESTERN RESEARCH INSTITUTE**

- Article III. **RENT.** During the term of this Lease, LESSEE shall pay to LESSOR as rent the sum of Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) per month.
- Section 3.01 Rent is payable, without notice or demand, in advance to LESSOR on or before the FIFTH day of each month. Payment shall be hand delivered to 127 Bureau of Mines or mailed to:
- University of Wyoming
Real Estate Operations
Dept. 4308
1000. E. University Avenue
Laramie, WY 82071
- Section 3.02 **Utility Payment.** LESSOR and LESSEE acknowledge the monthly rent payment covers the usage by LESSEE of existing water, gas, electricity, steam and distribution systems (collectively "utilities") upon the Leased Premises and shall be paid by LESSOR. LESSOR reserves the right to review and adjust the monthly rent accordingly to cover LESSEE's cost of utilities and the custodial expenses as described in Section 4.03 below.
- Article IV. **RESPONSIBILITIES OF LESSEE.**
- Section 4.01 **Custodial Services.** LESSEE will provide all custodial services for the BOM Building. The custodial services within the areas utilized by the LESSOR will be reimbursed to the LESSEE based on Level 2 Standards and periodic inspections will be conducted by qualified representatives for the LESSOR and LESSEE. The standards will be according to the Custodial Staffing Guidelines for Educational Facilities published by APPA (Association of Physical Plant Administrators). These standards are described below:
- (a) Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dirt, dust, stains, or streaks.
 - (b) All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation. This does not include desks and workstations within offices.
 - (c) Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
 - (d) Trash containers and pencil sharpeners are empty, clean, and odor-free.
- Section 4.02 LESSOR shall be responsible for all clean up resulting from LESSOR's alterations, improvements, maintenance or repair projects in the BOM Building. Expenses incurred for additional cleaning by LESSEE caused by LESSOR's projects shall be billable to LESSOR by LESSEE at the current custodial service contract rate for the affected area.
- Section 4.03 **Custodial Payment.** LESSEE shall submit an invoice for reimbursement of custodial services for LESSOR's prorated share of square footage in the Bureau of Mines Building on or before the last day of each month to Real Estate Operations, Dept. 4308 – 127 Bureau of Mines, 1000 E. University Avenue, Laramie, WY 82071, and LESSOR will remit payment within forty-five (45) days of receipt of an invoice. LESSEE shall provide LESSOR forty-five (45) days advance notice of any changes in custodial service costs or scope of work.
- Section 4.04 **Assigning & Subletting.** No assigning or subletting will be allowed without the express written consent of LESSOR.
- Section 4.05 **Taxes and Assessments.** The LESSOR is tax exempt and the LESSEE shall pay any and all taxes as a result of LESSEE's use of the premises.

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- Section 4.06 Access to Premises. LESSEE shall permit LESSOR or its agents to enter the Premises for the purposes of maintaining the facility, inspection, and repairs. Additionally, LESSOR shall have access to the Premises at any time for the purposes of making emergency repairs or to prevent continuation of damage to the Premises.
- Section 4.07 Occupation of Premises. The Premises can be occupied by employees, visitors and guests of LESSEE and LESSOR.
- Section 4.08 Use of Premises. LESSEE shall neither do nor permit anything to be done in or about the Premises, nor bring or keep anything therein, which will conflict with any law, statute, or ordinance or in any way adversely affect any hazard or other insurance upon the Building.
- (a) LESSEE will not use or permit the Premises to be used in violation of University of Wyoming Rules and Regulations, the ordinances of the City of Laramie or the laws of the State of Wyoming or the United States Government.
 - (b) Non-operating motor vehicles shall not be stored on the Premises.
 - (c) LESSEE agrees that all personal property located on the Premises shall be kept at the sole risk of LESSEE and LESSOR shall not be responsible for any damage done to or loss of such personal property, except in the case of actual or willful negligence of the LESSOR or its employees and agents.
 - (d) LESSEE shall be permitted to use and locate in said Building, a sign identifying LESSEE. LESSEE agrees to hold LESSOR harmless from any liability arising from LESSEE's failure to comply with city ordinances, and LESSEE further agrees to remove said sign immediately upon termination of this Lease and to repair all damage.
- Section 4.09 Compliance with Rules and Regulations. LESSEE agrees to abide by and comply with applicable rules and regulations established by LESSOR including the following regulations for ensuring the safety, maintenance and cleanliness of the Premises.
- (a) UW Regulation 2-178, Use of University Building, Grounds and Services; provided, however, that LESSEE is exempt from Section 4.e. and will operate the Premises according to LESSEE's normal operating hours.
 - (b) UW Regulation 2-180, Regulating Smoking.
- Section 4.10 Surrender of Possession of Premises. LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises, to LESSOR, free of useless items, except fixtures as described below, which shall remain the property of LESSOR, all in good condition and repair, reasonable wear and tear excepted. If fixtures are attached, in such a manner, that removal would damage the real property or the fixture, the fixture becomes a part of the real property.
- Article V. **RESPONSIBILITIES OF LESSOR.**
- Section 5.01 Quiet Enjoyment by LESSEE. LESSOR shall grant peaceable and quiet enjoyment of the Building free from interference by LESSOR if LESSEE makes timely lease payments and otherwise fully and punctually performs the terms and conditions imposed on LESSEE by this Lease and subject to Section 4.03.
- Section 5.02 Maintenance of Common Areas. Common areas include restrooms, entries, halls, grounds surrounding the building and other areas shared by, and common to, LESSEE and LESSOR. LESSOR agrees to maintain the common areas at its sole expense including landscaping and snow removal. LESSEE shall be responsible for custodial subject to Section 4.01.

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Section 5.03 Suitability of Facilities. The Premises are suitable for its current use and comply in all material respects with state and federal laws and regulations and local codes applicable to a University of Wyoming building.

Article VI. **MAJOR AND CAPITAL MAINTENANCE, ROUTINE MAINTENANCE AND REPAIRS, AND SPECIALIZED EQUIPMENT AND APPLIANCE MAINTENANCE.**

Section 6.01 Major & Capital Maintenance Defined. Major building and facility repair and replacement means the repair or replacement of complete or major portions of building and facility systems at irregular intervals which is required to continue the use of the building or facility at its original capacity for its original intended use, and is typically accomplished by contractors, with coordination and approval of LESSOR.

(a) Major Maintenance is the expenditures made beyond the regular, normal upkeep of physical properties (i.e. Land, Building, and Equipment) for the repair or replacement of failed or failing building components as necessary to return a facility to its currently intended use, to prevent further damage, or to make it compliant with changes in laws, regulations, codes or standards.

(b) Capital Maintenance is:

(i) The replacement of a portion of a building or facility once the useful life of that portion has been exceeded and routine maintenance is no longer feasible or economical;

(ii) Modification of a building or facility and/or a portion thereof due to a change in purpose (use) or standards and regulations;

(iii) The addition or expansion of a building or facility; and

(iv) The construction of a new building or facility.

(c) LESSOR, with cooperation from LESSEE, will maintain ingress and egress at all emergency exits.

Section 6.02 Routine Maintenance and Repairs Defined. Routine maintenance and repair means activities necessary to keep a building or facility in safe and good working order at regular intervals so that it may be used at its original or designed capacity for its originally intended purposes, including janitorial, and maintenance tasks done on a routine basis, and any routine tasks accomplished by contractors such as elevator or other specialized equipment or building system maintenance on a routine basis.

(a) LESSOR, at its own expense, shall be responsible for Major and Capital Maintenance, and Routine Maintenance and Repairs as defined above in Sections 5.01 and 5.02 above.

(b) LESSOR shall keep in good repair all structural portions of the Building, including the structural portions of the exterior and interior walls, floors, ceilings, fire doors, and elevator.

(c) LESSOR shall be responsible for structural repair, including but not limited to the roof and exterior of the premises if such an improvement is installed or attached according to 5.02 by the LESSEE or fixtures necessary to conduct LESSEE's day-to-day business.

(d) The LESSEE shall, throughout the term of this Lease, maintain Lessee's exclusive lease area of the premises in good repair and condition, at Lessee's sole cost and expense, including, but not limited to, the following:

(i) Interior Paint

(ii) Floor Coverings

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- (iii) Wall Coverings
- (iv) Interior Doors
- (v) Glass within doors
- (vi) Light Bulbs
- (vii) Door Closures
- (viii) Independent or stand-alone fume hoods (not attached to the buildings mechanical system)
- (ix) Pest Control

- (e) LESSEE shall keep the non-structural portions of the Building, including any improvements made by LESSEE, in good repair at its own expense. "Non-structural" means any portion of the Improvements which are not attached to the Building and which are not considered permanent fixtures.
- (f) LESSEE, at its own expense, shall repair any damage and/or vandalism (as defined in Section 7.02) caused by LESSEE, its agents, employees or invitees including negligence or misuse.

Section 6.03 Specialized Equipment and Appliance Maintenance Defined. Specialized equipment and Appliance maintenance means the activity necessary to keep systems and appliances installed, and utilized exclusively by the LESSEE in safe and good working order in accordance with the systems and appliances original design and capacity.

- (a) Appliances which are in some manner or to some degree annexed to or connected with the premises by the LESSEE for the purpose of carrying on the particular trade or business for which the premises were demised to LESSEE by the LESSOR, but which, notwithstanding their annexation or connection, do not become a part of the premises, remaining instead the property of chattels of the LESSEE, removable by LESSEE before the expiration of the term of the lease or the period thereafter during which LESSEE hold the premises with the LESSOR's consent.
- (b) These systems' and appliances' are unique regarding their function and placement, and maintenance may be accomplished by contractors with coordination and approval of LESSOR. Specialized equipment and appliances shall include, but not be limited to independent or stand-alone fume hoods, laboratory equipment, the liquid nitrogen tank described in Section 6.01 (c) above, and one-of-a-kind fixtures for LESSEE's exclusive use.

Article VII. ALTERATIONS AND IMPROVEMENTS.

Section 7.01 With prior approval of LESSOR and under the direction of the University's Division of Physical Plant, LESSEE may from time to time, so long as LESSEE is not in default hereunder beyond applicable periods of notice and opportunity to cure, at its expense, make such installations, removals or relocations (Alterations) of any fixed improvement in, to or upon the Premises made by or for LESSEE (an "Improvement") as LESSEE may desire provided that:

- (a) The Alterations do not affect the outside of the building and are not visible from the outside of the building;
- (b) The Alterations do not affect the certificate of occupancy for the building;
- (c) The Alterations are performed in a workman-like, professional manner and do not impair the strength or structural integrity of the building;

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- (d) The Alterations do not affect the proper and economic functioning of the mechanical, electrical, sanitary and other service systems or facilities of the Building or, in the case of the installation or removal of LESSEE's property referred to in the next sentence, the Premises. Notwithstanding anything to the contrary stated above, installing or removing wall covering, installing or removing carpeting, or other floor covering, hanging pictures or other similar non-structural decorative improvements (a "Decorative Alteration") or which consist solely of installing or removing LESSEE's property (as herein defined), do not require prior approval of LESSOR; provided, however, that LESSEE shall perform such Decorative Alterations or installation or removal of LESSEE's property in accordance with this section. LESSOR hereby consents to the installation by LESSEE, at LESSEE's expense, the following property of LESSEE:
- (i) Machinery
 - (ii) Office equipment
 - (iii) Furniture
 - (iv) Furnishings (articles of movable personal property owned by LESSEE).
- (e) LESSOR forbids LESSEE from making physical changes in the nature of the premises, including removing, altering, or adding to the structures thereon, without prior consent of LESSOR. Prior to commencing any Alteration (other than a Decorative Alteration), LESSEE shall submit to LESSOR for its approval, which shall not be unreasonably withheld or delayed, a letter detailing LESSEE's proposed improvements.
- (f) LESSEE may request alterations, additions and improvements on or in the Premises, and that may be erected or installed during the term, shall become part of the Premises and the sole property of LESSOR unless LESSEE restores premises to its original condition at LESSEE's expense or as otherwise negotiated and approved in writing.

Article VIII. DAMAGE TO OR DESTRUCTION OF PREMISES.

- Section 8.01** LESSEE shall be responsible for all costs of damage or destruction of Premises, determined as vandalism, or damage caused by LESSEE, its agents, employees, or invitees. The cost to repair said damage or vandalism shall be the responsibility of LESSEE. LESSEE shall promptly repair the damage under the direction of the University's Division of Physical Plant. If repairs are completed by the LESSOR, LESSEE shall be billed separately by the LESSOR for the cost of any vandalism that is LESSEE's responsibility, and said bill shall be paid by LESSEE within forty-five (45) days of receipt thereof.
- Section 8.02** The term "vandalism" as used herein shall be defined to mean the knowing defacement, injury, or destruction of LESSOR or LESSEE's property without the consent of LESSOR or LESSEE.
- Section 8.03** By curing damage or vandalism, the life of the damaged component is neither renewed nor prolonged; it is simply restored to its condition prior to damage.
- Section 8.04** If at any time during the term of this Lease, the Building and any portion thereof are destroyed or damaged, LESSOR shall have the option either to terminate this lease upon ninety (90) days written notice to LESSEE or to repair such damage at LESSOR's expense. In the event LESSOR shall elect to repair or rebuild the Premises, this Lease shall continue to be in full force and effect, provided that LESSEE shall be required to pay rent on a pro-rated basis (for remaining usable leased area) during the period of repair or construction.
- Section 8.05** In the event that repair or construction requires more than one-hundred eighty (180) days, LESSEE shall have the right to terminate this Lease either upon the passage of the one-hundred eighty (180) days or upon receiving notice from LESSOR that the repairs will require more than one-hundred eighty (180) days.

**LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE**

Article IX. **EASEMENTS, CONTRACTS OR ENCUMBRANCES.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

Article X. **INSURANCE.**

Section 10.01 During the term of the Lease, LESSEE will carry general liability, personal property, and property damage insurance. LESSOR shall carry insurance in accordance with LESSOR's normal risk management and insurance program.

- (a) LESSEE shall keep in force, at its sole expense, general liability insurance, to include property damage and bodily injury; and, automobile liability insurance, owned, non-owned or hired, each with a minimum per occurrence limit of \$1,000,000 or as a combined single limit.
- (b) It is understood and agreed that the LESSEE's insurance coverage(s) are written on a primary basis and not contributing with and not in excess of any coverage(s), that LESSOR may carry.
- (c) LESSOR shall be named as an additional insured on all insurance policies required under this Lease. Coverage(s) may not be canceled, amended, or allowed to lapse without thirty (30) days advance written notice to the LESSOR. Certificate(s) of Insurance evidencing coverage and requirements hereunder shall be submitted to the LESSOR; and renewal Certificate(s) shall be provided to the LESSOR with the renewal of insurance policies of the LESSEE.
- (d) LESSEE's Business Manager will advise LESSOR of any potential or pending liability claim(s) filed against LESSEE arising from LESSEE's use of the Premises.

Article XI. **HAZARDOUS SUBSTANCES.**

Section 11.01 Hazardous Substances Defined. Hazardous substance means (i) any pollutant, contaminant, chemical, waste and any toxic, carcinogenic, reactive, corrosive, ignitable, flammable or infectious chemical, chemical compound or substance or otherwise hazardous wastes, toxic or contaminated substances or similar materials, including without limitation any quantity of asbestos, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products, by-products or derivatives, radioactive substances or materials, pesticides, waste waters, or sludge that are subject to regulation, control or remediation under any Environmental Laws and (ii) petroleum, petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and other wastes associated with the exploration, development or production of crude oil, crude oil components, natural gas or geothermal resources.

Section 11.02 LESSOR represents that all hazardous building materials will be managed pursuant to applicable federal guidelines. If further abatement of hazardous materials becomes necessary, abatement will be performed and paid by LESSOR. In the event LESSEE engages in any alterations or improvements that result in hazardous material abatement, then LESSEE shall pay for all abatement related to such activities.

Section 11.03 LESSEE shall strictly comply with all Environmental Laws. LESSEE shall not cause, or allow any guest, invitee, employee or agent of LESSEE to cause, any Hazardous Substances to be used, generated, stored, or disposed of on, under or about the leased Premises, except such as may be acquired, used or sold by LESSEE in its business in compliance with the Law, without the prior written consent of LESSOR, which consent may be withheld in the sole discretion of LESSOR, and which consent may be revoked at any time.

**LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE**

Section 11.04 LESSEE shall immediately notify LESSOR in writing of any release or discharge of any Hazardous Substances in or about the Premises. LESSEE shall also immediately notify LESSOR in writing of, and shall contemporaneously provide LESSOR with a copy of any notice of a violation, or a potential or alleged violation, of any Law that is received by LESSEE from any governmental or regulatory agency.

Section 11.05 Hazardous and Regulated Waste Removal. LESSEE agrees that all hazardous and other regulated waste generated on the Premises will be removed by the University of Wyoming Safety Office. LESSEE will contact the Safety Office via the contacts below and dispose of hazardous and regulated waste from the Premises in the manner agreed upon between LESSEE and the Safety Office.

Safety Office:
1000 E University Ave.
Dept. 4300, Wyoming Hall 102
Laramie, WY 82071
(307) 766-3277

Safety Office Regulated Materials Management Center:
1000 E University Ave.
Dept. 4208, 751 N. 19th Street
Laramie, WY 82071
(307) 766-3696

Article XII. **SPECIAL PROVISIONS.**

Section 12.01 Unlawful or Dangerous Activity. Neither LESSOR nor LESSEE shall use nor occupy the Premises or any part thereof for an unlawful or disreputable business purpose, nor operate or conduct business in a manner constituting a nuisance of any kind, nor handle any material in a reckless or unsafe manner. LESSOR and LESSEE shall immediately, on discovery of any such activity, take immediate action to halt such activity and report such activity to the other party. In the event that such activity continues, LESSOR or LESSEE may terminate the Lease.

Section 12.02 No Joint and Several Liabilities. It is understood and agreed that LESSEE is a separate entity from LESSOR. This co-occupancy between LESSOR and LESSEE of the Premises does not in any way create joint and several liabilities on behalf of either party for the negligent or intentional actions of the other party.

Section 12.03 Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the successors, assignees, and employees of both parties.

Section 12.04 Force Majeure. Neither party shall be liable for failure to perform under this Lease if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

Article XIII. **GENERAL PROVISIONS.**

Section 13.01 Entirety of Lease. This Lease, along with any exhibits or attachments incorporated herein, contains the entire Lease between the parties and supersedes all prior negotiations, representations, or contracts, whether written or oral. This agreement may only be modified, amended or extended by mutual written agreement signed by both parties.

**LEASE AGREEMENT
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AND
WESTERN RESEARCH INSTITUTE**

Section 13.02 Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by certified mail, postage prepaid and return receipt requested. For purposes of notification under the terms of this Lease:

LESSOR's business address is:

University of Wyoming
Real Estate Operations
Dept. 4308, 127 Bureau of Mines
1000 E. University Ave.
Laramie, WY 82071

LESSEE's business address is:

Western Research Institute
3474 North 3rd Street
Laramie, WY 82072-9571

Section 13.03 In the event that the addresses listed above change, the party whose address has changed will immediately notify the other party to the Lease in writing.

Section 13.04 Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity, the status of third party beneficiary, and this Lease shall not be construed to create such status. The parties to this lease intend and expressly agree that only the parties to this Lease shall have any legal or equitable rights to seek to enforce this Lease; to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease; or to bring an action for the breach of this Lease.

Section 13.05 Waiver. Neither party's failure to insist on strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that LESSOR or LESSEE may have regarding that specific term or condition.

Section 13.06 Indemnification. LESSEE 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 LESSEE, its officers, agents, employees and representatives.

Section 13.07 Immunity. The LESSOR does not waive sovereign and/or governmental immunity by entering into this agreement and retains all immunities and defenses provided by law with regard to any actions or claims based on this agreement.

Section 13.08 Governmental Claims. Any actions or claims against the LESSOR 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 13.09 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.

Section 13.10 Handicapped Accessibility. The Premises will comply with the Americans with Disabilities Act (ADA) § 42 U.S.C. 121 et seq. Should future modifications to the Premises be necessary to remain in compliance with ADA or other similar laws, LESSOR will be allowed to make such modifications.

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AND
WESTERN RESEARCH INSTITUTE**

Section 13.11 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.

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.**

Section 13.12 Severability. If any term or provision of this Lease shall be judicially determined to be illegal or unenforceable, the remainder of this Lease shall not be affected and shall remain in full force and effect.

Section 13.13 Miscellaneous. The exhibits attached to this Lease Agreement are hereby declared to be a part of this Lease Agreement to the same extent and in the same manner as if the provisions thereof were actually embodied in this Lease Agreement.



Section 13.14 No Presumption Against Drafter. LESSOR and LESSEE agree both participated in the drafting of this Lease Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

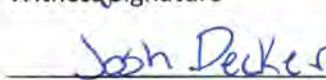
IN WITNESS HEREOF, the parties to this Lease, through their duly authorized representatives, have executed this Lease on the date set out below.

LESSOR: Trustees of the University of Wyoming

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

Date


Witness Name (TYPE OF PRINT LEGIBLY)

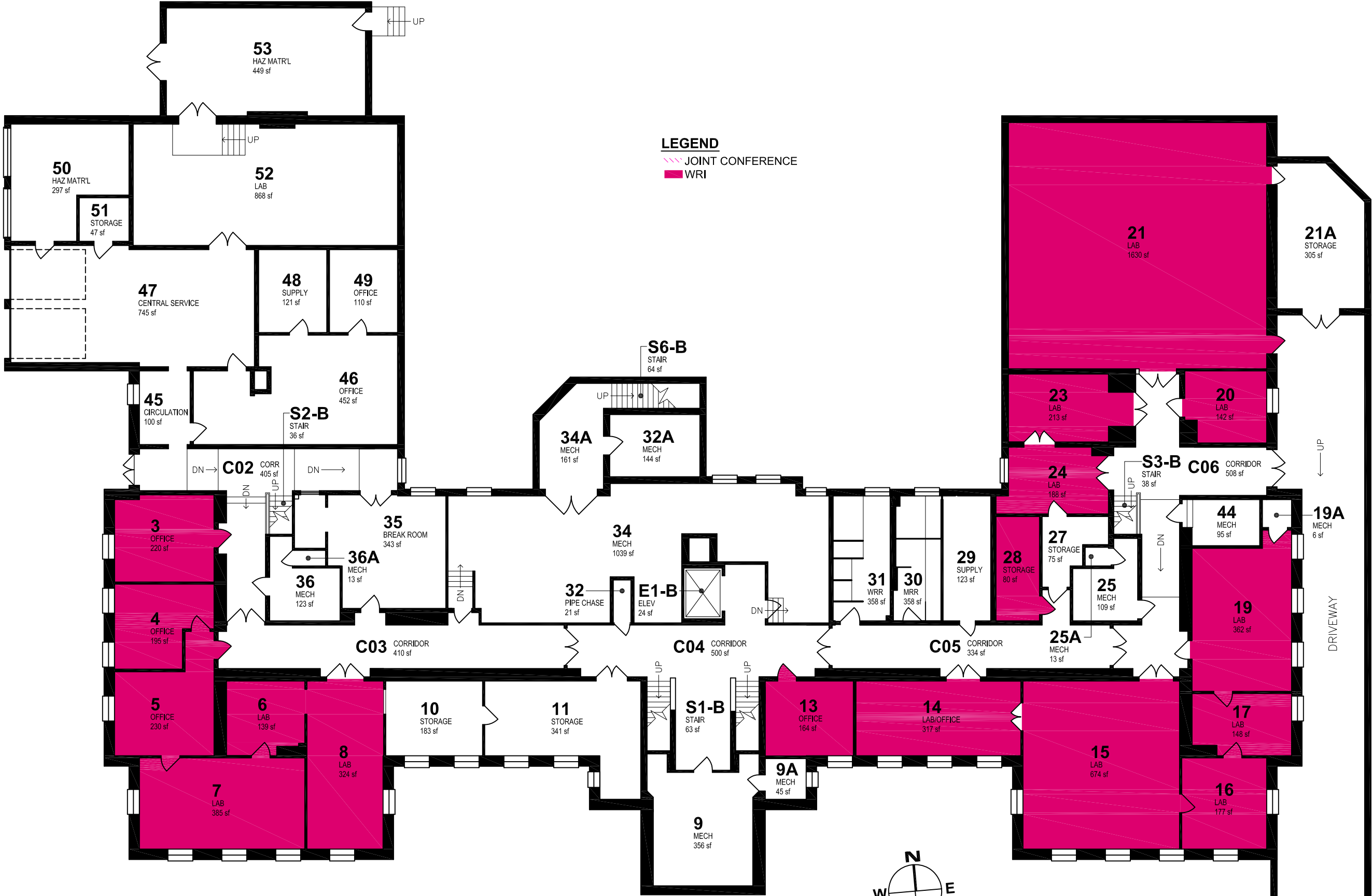
LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
WESTERN RESEARCH INSTITUTE

LESSEE: Western Research Institute

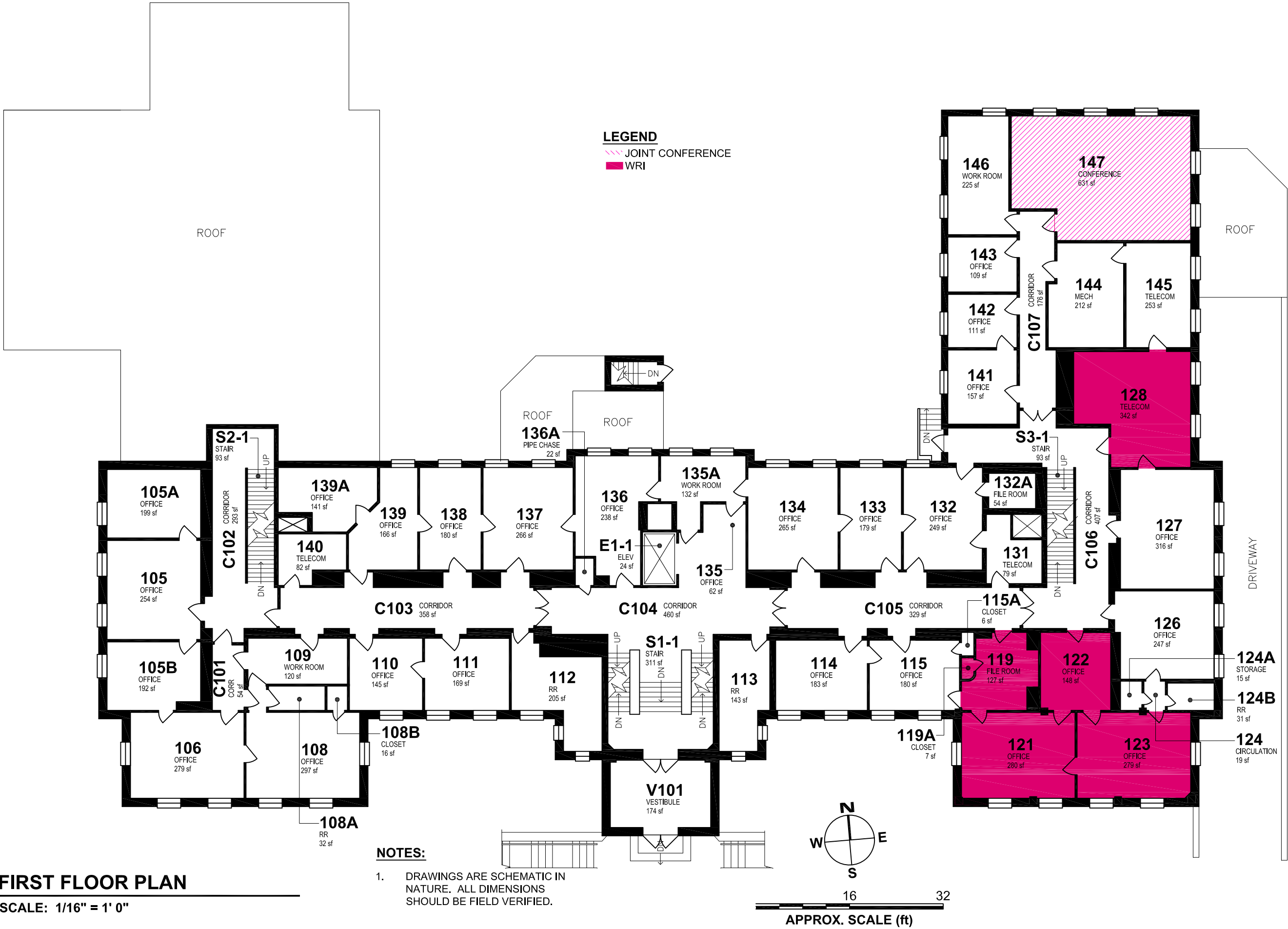
Donald W. Collins, Jr. 3/29/18
Date
Donald W. Collins, Jr.
Chief Executive Officer

Josh Decker 3/29/18
Date
Witness Signature
Josh Decker
Witness Name (TYPE OF PRINT LEGIBLY)

BUREAU OF MINE-
EXHIBIT A



BUREAU OF MINES-
EXHIBIT A



BUREAU OF MINES-
EXHIBIT A



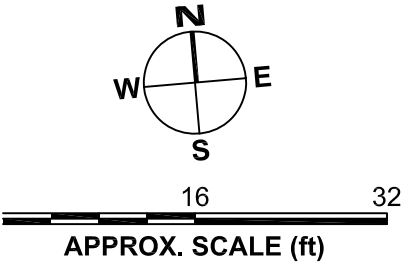
LEGEND
JOINT CONFERENCE
WRI

SECOND FLOOR PLAN

SCALE: 1/16" = 1' 0"

NOTES:

1. DRAWINGS ARE SCHEMATIC IN NATURE. ALL DIMENSIONS SHOULD BE FIELD VERIFIED.



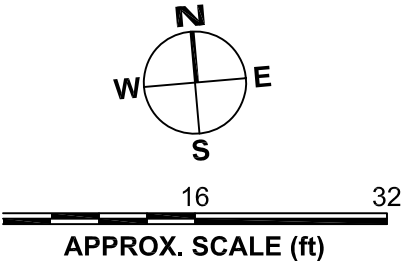
BUREAU OF MINES-
EXHIBIT A



LEGEND
JOINT CONFERENCE
WRI

THIRD FLOOR PLAN
SCALE: 1/16" = 1' 0"

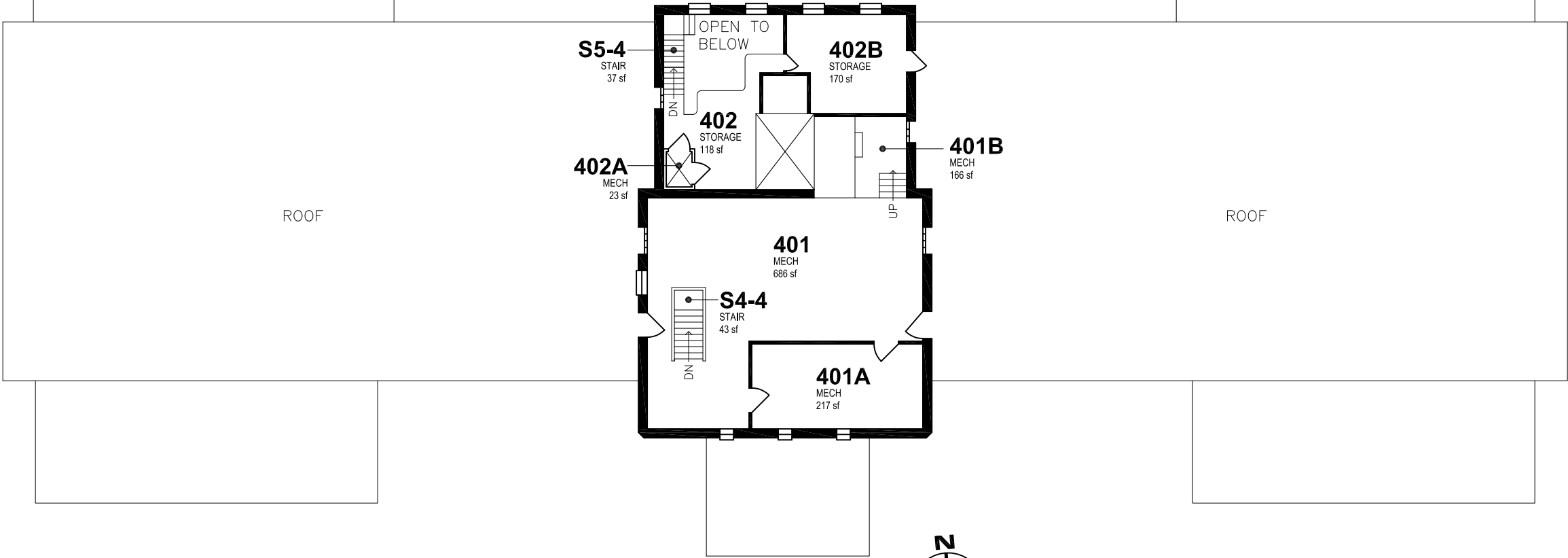
- NOTES:**
- DRAWINGS ARE SCHEMATIC IN NATURE. ALL DIMENSIONS SHOULD BE FIELD VERIFIED.



BUREAU OF MINES-
EXHIBIT A

LEGEND

- JOINT CONFERENCE
- WRI



NOTES:

- DRAWINGS ARE SCHEMATIC IN NATURE. ALL DIMENSIONS SHOULD BE FIELD VERIFIED.

PENTHOUSE FLOOR PLAN
SCALE: 1/16" = 1' 0"




9th ST

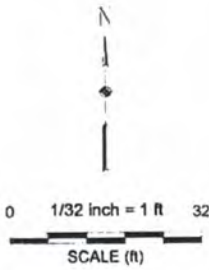
LEWIS ST

WRI - 1
Bureau of Mines
(000093)

① ②

Legend:

-  WRI Leased Building
-  WRI Grounds
-  WRI Parking Space Number



File: N:\REO\REFERENCE\UW SITE\PLANS\FROM WRI 20120216 13W.G

Exhibit B
WRI Lease
Bureau of Mines Building
University of Wyoming
Laramie, WY 82071

Disclaimer:
This drawing is intended as a visual aid only and its accuracy is not guaranteed. Dimensions and areas shown on this drawing were generated using digital drafting software and do not reflect or include field survey data. Any duplication of this document is not permitted without prior written consent.



Real Estate Operations
Dept 3314, 202 Old Main 1000 E. University Avenue
Laramie, WY 82071
Phone: 307.766.2936/2937 Facsimile: 307.766.4836
web: www.uwyo.edu/realestate

| | |
|-------------------------|---------------|
| Scale: 1/32 in. = 1 ft. | Sheet: 1 of 1 |
| Date: 2/16/12 | |
| Drawn: GJR | |
| Verified: | |

AGENDA ITEM TITLE:

Wyoming Public Radio Casper, WY Site (4072 Micro Road) Lease Extension with Two Way Radio Services, Inc., 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 for an amendment to extend an existing lease agreement for the Wyoming Public Radio (WPR) 4072 Micro Road tower site near Casper, Wyoming (see attached map).

The University of Wyoming and Two Way Radio Services, Inc. (Two Way Radio) first entered into a five (5) year lease agreement on January 4, 2005, allowing WPR to operate and maintain an antenna system on the tower owned by Two Way Radio, and to use certain radio communications equipment located in the existing building at the site. The current term of the lease ends January 3, 2020, and both WPR and Two Way Radio have expressed a desire to extend the existing agreement for another five (5) year term to continue radio coverage in the Casper, WY area.

Two Way Radio, UW's Lessor, is the landowner. The lease grants WPR the rights of access to the site and the provision to maintain WPR's equipment at the site. The University has the ability to terminate the lease agreement upon 90 days' advance written notice to the Lessor. The current annual lease rent is \$1,800.00 and the proposed annual lease rent for the next five-year term, if the lease is extended, will remain \$1,800.00 with the continued provision that Two Way Radio will donate to WPR an amount equal to \$900.00 per year the agreement is in effect.

A review of rental rates for comparable radio communications sites in the east region ranged from \$1,800 to \$6,240 per year with the high rates allocated along the east-west interstate corridors. The current average annual rent in the region is \$3,967.48. Given this site's location on the I-25 corridor and population base, it would be anticipated for rent to be near the upper end of the range. There is no annual increase proposed for the extension. The average annual escalation rate for other University radio communications site leases in the region is 7.61% and the Bureau of Land Management is increasing lease rates 2.9% for calendar year 2019.

At the direction of the Facilities Contracting Committee, the administration has finalized the amendment to extend the lease agreement for a five (5) year term ending January 3, 2025. Amendment No. 3 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. 3 to the lease agreement for a five (5) year term with Two Way Radio Services, Inc., 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 recommend to the full Board approval to execute Amendment No. 3 to the lease agreement for a five (5) year term with Two Way Radio Services, Inc., as presented to the Board.

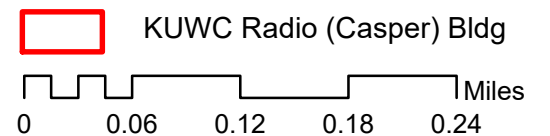
PRESIDENT’S RECOMMENDATION:

The President recommends approval.



PREPARED BY:
REAL ESTATE
OPERATIONS
August 2019

Wyoming Public Radio Casper, WY Site Lease Extension with Two Way Radio Services Inc.



**AMENDMENT NO. 3
TO THE TOWER LEASE AGREEMENT
BETWEEN
TWO WAY RADIO SERVICES, INC.
AND
UNIVERSITY OF WYOMING**

This Amendment No. 3 to the Tower Lease Agreement dated 4 January 2005 between Two Way Radio Services, Inc. (herein called "LESSOR") and the University of Wyoming (herein called "LESSEE"), is effective 4 January 2020.

WHEREAS, Lessor is the operator of a tower on the following described land ("Site");
Casper Site – 4072 Micro Road, Casper, Natrona County, Wyoming with the following coordinates: Latitude 42°44'26"N; Longitude 106°21'34"W, as shown on Exhibit A attached hereto.

WHEREAS, the Lessor, owns and maintains a tower and related facilities on the site, including the rights of access and the provision of utilities and the right to lease space and facilities on the site to third parties, including but not limited to Lessee; and

WHEREAS, Lessee has installed an antenna system on said tower and certain radio communications equipment in the equipment building, located at the tower site, and belonging to Central Wyoming College and has operated and maintained said antenna and equipment upon the Site; and

WHEREAS, the original term of the Lease Agreement dated 4 January 2005 expired 3 January 2010, and Amendment No.1 to the tower Lease Agreement expired 3 January 2015 and Amendment No.2 to the tower Lease Agreement will expired 3 January 2020; and

WHEREAS, LESSOR and LESSEE have agreed to extend said lease for an 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:

9. TERM OF AGREEMENT:

- a. Term. This Agreement shall be for an additional term of Five (5) years commencing on 4 January 2020 and ending on 3 January 2025.
- b. After the term of this agreement expires, Lessee shall have the option to renew this agreement for an additional term by providing Thirty (30) days written notice to Lessor. An amendment or agreement shall be executed and signed by the parties upon each renewal term.

10. LEASE PAYMENT:

- a. The annual lease payment of **One Thousand Eight Hundred Dollars and no/100 (\$1,800.00)** shall be due and payable at the beginning of each remaining year of the Five (5) year term. Payments shall be mailed to Lessor at the address provided in Section 12 of the agreement or at such other address as Lessor may designate in writing. Billing invoices to Lessee for each payment shall be mailed to:

Wyoming Public Radio
Dept. 3984, Knight Hall
1000 E. University Avenue
Laramie, Wyoming 82701

- b. Lessor retains the option to renegotiate this rental at the end of each term, at which time this agreement shall be amended to reflect alterations.
- c. Lessor shall donate to Lessee, on or before the effective date of this Agreement and every year thereafter this Agreement is in effect, an amount equal to \$900.00.

AMENDMENT NO. 3
TO THE TOWER LEASE AGREEMENT
BETWEEN
TWO WAY RADIO SERVICES, INC.
AND
UNIVERSITY OF WYOMING

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 and its amendments 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 HEREOF, the Parties to this Amendment, through their duly authorized representatives, have executed this document on the date set out below.

LESSOR:

Two Way Radio Services, Inc.

Christine Knittle
Christine Knittle
President

New Mailing address
PO Box 5
Yoder, WY 82244

ACKNOWLEDGEMENT

STATE OF WYOMING)

) SS

COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Christine Knittle as President of Two Way Radio Services, Inc. this 3rd day of December, 2019.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission expires: 6-22-20

LESSEE:

University of Wyoming

William Mai
Interim Vice President for Administration

ACKNOWLEDGEMENT

STATE OF WYOMING)

) SS

COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by William Mai as Interim Vice President for Administration, this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public

My Commission expires: _____

**AMENDMENT NO. 2
TO THE TOWER LEASE AGREEMENT
BETWEEN
TWO WAY RADIO SERVICES, INC.
AND
UNIVERSITY OF WYOMING**

This Amendment No. 2 to the Tower Lease Agreement dated 4 January 2005 between Two Way Radio Services, Inc. (herein called "LESSOR") and the University of Wyoming (herein called "LESSEE"), is effective 4 January 2015.

WHEREAS, Lessor is the operator of a tower on the following described land ("Site");
Casper Site – 4072 Micro Road, Casper, Natrona County, Wyoming with the following coordinates: Latitude 42°44'26"N; Longitude 106°21'34"W, as shown on Exhibit A attached hereto.

WHEREAS, the Lessor, owns and maintains a tower and related facilities on the site, including the rights of access and the provision of utilities and the right to lease space and facilities on the site to third parties, including but not limited to Lessee; and

WHEREAS, Lessee has installed an antenna system on said tower and certain radio communications equipment in the equipment building, located at the tower site, and belonging to Central Wyoming College and has operated and maintained said antenna and equipment upon the Site; and

WHEREAS, the original term of the Lease Agreement dated 4 January 2005 expired 3 January 2010, and Amendment No.1 to the tower Lease Agreement expired 3 January 2015; and

WHEREAS, LESSOR and LESSEE have agreed to extend said lease for an 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:

7. LIABILITY:

Lessee shall pay or cause to be paid to Lessor the full amount of all damages to the property of Lessor resulting directly or solely from negligence of Lessee hereunder. Nothing herein shall limit the liability of either party for its own gross negligence or willful misconduct.

9. TERM OF AGREEMENT:

- a. Term. This Agreement shall be for an additional term of Five (5) years commencing on 4 January 2015 and ending on 3 January 2020.
- b. After the term of this agreement expires, Lessee shall have the option to renew this agreement for an additional term by providing Thirty (30) days written notice to Lessor. An amendment or agreement shall be executed and signed by the parties upon each renewal term.

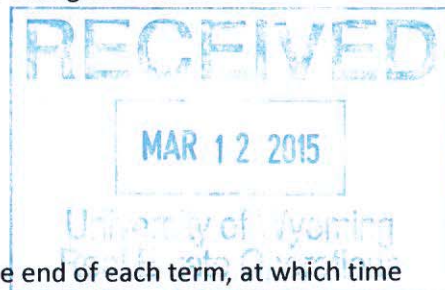
10. LEASE PAYMENT:

- a. The annual lease payment of **One Thousand Eight Hundred Dollars and no/100 (\$1,800.00)** shall be due and payable at the beginning of each remaining year of the Five (5) year term. Payments shall be mailed to Lessor at the address provided in Section 12 of the agreement or at such other address as Lessor may designate in writing. Billing invoices to Lessee for each payment shall be mailed to:

Wyoming Public Radio
Dept. 3984, Knight Hall
1000 E. University Avenue
Laramie, Wyoming 82701

- b. Lessor retains the option to renegotiate this rental at the end of each term, at which time this agreement shall be amended to reflect alterations.
- c. Lessor shall donate to Lessee, on or before the effective date of this Agreement and every year thereafter this Agreement is in effect, an amount equal to \$900.00.

12. NOTICE:



**AMENDMENT NO. 2
TO THE TOWER LEASE AGREEMENT
BETWEEN
TWO WAY RADIO SERVICES, INC.
AND
UNIVERSITY OF WYOMING**

- a. 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:

Two Way Radio Service, Inc.
Attn: Christine Knittle
418 North Conwell
Casper, WY 82601
PH: 307-237-9112
FX: 307-473-2501

LESSEE:

Real Estate Operations
Dept. 4308, 127 Bureau of Mines
1000 E. University Avenue
Laramie, WY 82071
PH: 307-766-2936/2937
EM: REO@UWYO.EDU

20. 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.**

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 and its amendments 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2
TO THE TOWER LEASE AGREEMENT
BETWEEN
TWO WAY RADIO SERVICES, INC.
AND
UNIVERSITY OF WYOMING**

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

LESSOR:

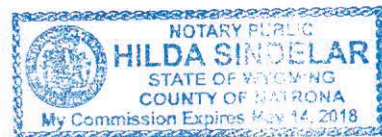
Two Way Radio Services, Inc.



Christine Knittle
President


ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)



The foregoing instrument was acknowledged before me by Christine Knittle as President of Two Way Radio Services, Inc. this 6 day of March, 2015.

Witness my hand and official seal.


Notary Public

My Commission expires: May 14, 2018.

LESSEE:

University of Wyoming



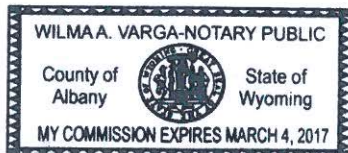
William Mai
Vice President for Administration
Deputy Treasurer, Board of Trustees

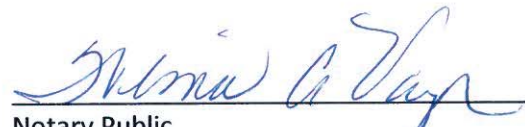
ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by William Mai as Vice President for Administration, Deputy Treasurer, Board of Trustees, this 15th day of January, 2015.

Witness my hand and official seal.




Notary Public

My Commission expires: March 4, 2017.

TOWER LEASE AGREEMENT

THIS AGREEMENT, entered into the 4th day of January 2005 by and between Two Way Radio Services, Inc., with its principal offices at 418 North Conwell, Casper, Wyoming, (herein called "Lessor"), and University of Wyoming, Real Estate Operations, with its principal offices at Dept. 3314 – 202C Old Main, 1000 E. University Avenue, Laramie, Wyoming 82071 (herein called "Lessee").

WITNESSETH:

WHEREAS, Lessor is the operator of a tower on the following described land ("Site");
Casper Site – 4072 Micro Road, Casper, Natrona County, Wyoming with the following coordinates: Latitude 42°44'26"N; Longitude 106°21'34"W, as shown on Exhibit A attached hereto.

WHEREAS the Lessor, owns and maintains a tower and related facilities on the site, including the rights of access and the provision of utilities and the right to lease space and facilities on the site to third parties, including but not limited to Lessee; and

WHEREAS Lessee desires to install an antenna system on said tower and to install certain radio communications equipment in the equipment building, located at the tower site, and belonging to Central Wyoming College and thereafter to operate and maintain said antenna and equipment upon and subject to the terms and special conditions, if any herein; and

WHEREAS the parties hereto desire to cooperate on the site and to operate and maintain the communications tower and facility subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement hereinafter set forth, to be paid, kept, and performed, it is agreed as follows:

1. GRANT OF INTEREST IN SITE:

- a. Lessor hereby grants to Lessee, subject to the subsequent provisions hereof, and at Lessee's sole risk, cost and expense, the right to install, operate, and maintain the equipment shown on **Exhibit B** attached hereto.
- b. Lessor, to the extent it has the right to do so, grants to Lessee the right to ingress and egress to and from said premises twenty-four (24) hours per day, seven (7) days per week over the access road and the right of accesses to the utility runs and all areas on the site necessary to the Lessee's installation, operation and maintenance of the equipment and facilities shown in **Exhibit A and Exhibit B**.
- c. Lessee's access, to the extent Lessor has the right to grant it, includes access by personnel, cable or equipment from the nearest public right-of-way and utilities from the nearest points of service. Lessor covenants that there are no liens, judgments, or impediments of its title on the site that could impair the Lessee's use of the site as contemplated herein.

2. COMPATIBILITY OF OPERATIONS:

- a. All operations of Lessee hereunder shall be conducted in such manner as not to interfere with the communication facilities serving the activities of Lessor. Should the communication facilities of another licensee occupying Lessor's premises, in the opinion of Lessee, interfere in any manner with Lessee's said activities, Lessor shall, upon written notice from Lessee, promptly remove the cause of such interference.

- b. Moreover, upon Lessor's failure to do so, Lessee, at its option, may terminate this agreement by giving thirty (30) days written notice to Lessor, in which event Lessee shall promptly cease its operations hereunder and remove all facilities from said premises.

3. TOWER LIGHTING AND MAINTENANCE:

Lessor shall be responsible for observing tower light/painting requirements required by the Federal Communications Commission and maintaining records, including notification to the Federal Aviation Administration of any failure and repairs and correction of same.

4. EQUIPMENT OF LESSEE:

Lessor shall provide Lessee the space for the equipment shown on **Exhibit B** of this agreement.

5. EQUIPMENT OF LESSOR:

Lessor shall not be limited by **Exhibit B** for future equipment installations to the extent such installations do not interfere with Lessee's operations.

6. INITIAL CONFIGURATION OF EQUIPMENT:

The parties agree that the communications equipment, which they will install on the tower, shall be mounted in a configuration similar to that shown on **Exhibit B** to this agreement.

7. LIABILITY:

Lessee shall pay or cause to be paid to Lessor the full amount of all damages to the property of Lessor resulting directly or solely from operations of Lessee hereunder. Nothing herein shall limit the liability of either party for its own gross negligence or willful misconduct.

8. GOVERNMENTAL PERMITS AND CONFORMANCE WITH LAWS:

Lessor shall satisfy any subdivision covenants and/or zoning requirements applicable to the site. All operations and activities of the parties hereunder shall be conducted in accordance with all applicable laws and with the rules, regulations, and orders of any governmental agency having jurisdiction, including but not limited to the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).

9. TERM OF AGREEMENT:

- a. Initial Term. This Agreement shall be for an initial term of Five (5) years commencing on 4 January 2005 and ending on 3 January 2010.
- b. After the initial term of this agreement expires, Lessee shall have the option to renew this agreement for an additional term by providing Thirty (30) days written notice to Lessor. An addendum or agreement shall be executed and signed by the parties upon each renewal term.

10. LEASE PAYMENT:

- a. The annual lease payment of **One Thousand Eight Hundred Dollars and no/100 (\$1,800.00)** shall be due and payable at the beginning of each remaining year of the initial Five (5) year term. Payments shall be mailed to Lessor at the address provided in Section 12 of this agreement or at such other address as Lessor may designate in writing. Billing invoices to Lessee for each payment shall be mailed to:

University of Wyoming, Wyoming Public Radio
Dept. 3984, Knight Hall
1000 E. University Avenue
Laramie, Wyoming 82701

- b. Lessor retains the option to renegotiate this rental at the end of each term, at which time this agreement shall be amended to reflect alterations. The initial term is designated in Item 9.a.

- c. Lessor shall donate to Lessee, on or before the effective date of this Agreement and every year thereafter this Agreement is in effect, an amount equal to \$900.00.

11. TERMINATION:

Lessor or Lessee may terminate this lease at the end of the current term by providing Ninety (90) days prior written notice of termination to the other Party. Upon termination of this Lease, the Premises shall be returned to Lessor in the condition as existed prior to installation of communication facilities and equipment by Lessee, reasonable wear and tear excepted, with no changes or alterations except those mutually agreed upon in writing by the parties hereto.

12. NOTICE:

- a. 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:
Two Way Radio Service, Inc.
Attn: Christine Knittle
418 North Conwell
Casper, WY 82601
PH: 307.237.9112
FX: 307.473.2501

LESSEE:
Real Estate Operations
Dept. 3314, 202C Old Main
1000 E. University Avenue
Laramie, WY 82071
PH: 307.766.2936/2937
FX: 307.766.4836

- b. The deposit in the mail of any letter, so addressed and sent with postage prepaid, shall be considered as notice to the addressee of the contents thereof.

13. ASSIGNMENT AND SUBLEASING:

- a. Lessee shall not have the right to assign or sublease its rights hereunder without Lessor's written consent, and any such attempted assignment or sublease by the lessee shall be invalid. Lessor shall retain the right to assign or sublease its interest in the site to a third party or the lessee but Lessor agrees that such assignment shall only be effective no less than Thirty (30) days after the Lessor provides the lessee with written notice of any such assignment or sublease. This agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.
- b. Lessor shall retain the authority to sublease antenna space on the tower to its other tenants. All installations, maintenance, or removal of third parties' antenna system and related equipment located on the tower shall be performed by the Lessor or lessee hereunder at the expense of the party requesting such work.

14. FUTURE EQUIPMENT INSTALLATIONS:

Future antennas and tower loadings not shown in **Exhibit B** of this Agreement shall be reviewed and, if found acceptable, approved by Lessor with advance written notice of at least Thirty (30) days being given by Lessee. An addendum and correction to exhibits shall be executed upon any changes.

15. OPERATIONS AND MAINTENANCE RESPONSIBILITIES:

Both parties agree that frequency and intermod studies will be conducted by the party seeking to install radio equipment on the site before that equipment is installed on the tower. Lessee will furnish a list of frequencies used by Lessee. Lessor will furnish Lessee a list of frequencies used by Lessor and by its other tenants that both transmit and receive. Lessor will be responsible for ensuring that the tower is in proper physical and mechanical condition. Lessee will notify Lessor whenever it discover an abnormal condition or defect on the tower or related facilities.

16. TITLE TO AND REMOVAL OF EQUIPMENT:

The tower shall be and remain the property of Lessor, and equipment shelters installed on the site shall remain the property of each party and personal property placed therein by each party or Lessor's other tenants shall be and remain the property of the party and shall be removable by each party, at it's option, from time to time and at the expiration or termination of this agreement.

17. SOVEREIGN IMMUNITY:

The University of Wyoming does waive its sovereign immunity and/or governmental immunity by entering into this Agreement and fully retains all immunities and defenses available to it pursuant to the Wyoming Governmental Claims Act, W.S. 1-39-104(a) as may be amended from time to time, and all other local, state, and federal laws.

18. 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.

19. INTERPRETATION:

The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

19. INDEMNITY:

The Lessor shall release, indemnify, and hold harmless the University of Wyoming, its officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

20. EQUAL EMPLOYMENT OPPORTUNITY:

- a. Both parties shall fully adhere to all applicable local, state, and federal law regarding equal employment opportunity.
- b. The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment based on their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

21. TIME IS OF THE ESSENCE:

Time is of the essence in all provisions of this Lease.

22. BINDING EFFECT:

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigned of the parties hereto, and all covenants are to be construed as conditions of this lease.

23. MISCELLANEOUS:

The exhibits attached to this Lease Agreement is hereby declared to be a part of this Lease Agreement to the same extent and in the same manner as if the provisions thereof were actually embodied in this Lease Agreement. 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

24. ENTIRE AGREEMENT:

This lease constitutes the entire agreement of the parties with respect to the leased premises to Lessee and all prior agreements (oral or in writing) with respect to the leased premises are merged herein. This lease may not be modified, waived, or cancelled except by written instrument subscribed by all of the parties hereto.

IN WITNESS HEREOF, this instrument is duly executed as of the day and year first above written.

LESSOR:

Two Way Radio Service, Inc.



Christine Knittle
President


ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Christine Knittle this
8 day of December 2005.

Witness my hand and official seal.

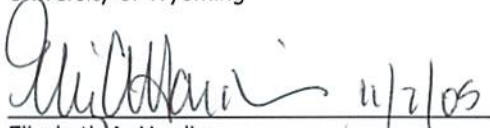



Notary Public

My Commission expires: Apr. 19, 2009

LESSEE:

University of Wyoming



Elizabeth A. Hardin
Vice President for Administration
Deputy Treasurer, Board of Trustees

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Elizabeth A. Hardin this
7th day of November 2005.

Witness my hand and official seal.




Notary Public

My Commission expires: Nov. 8, 2007

UNIVERSITY OF WYOMING

LOCATION:
CASPER SITE
4072 MICRO ROAD
NATRONA COUNTY, WYOMING

PROJECT:
EXHIBIT A
WPR - TWO WAY RADIO LEASE
SEPTEMBER 2005

PREPARED BY:
REAL ESTATE OPERATIONS
DEPT 3314, 202 OLD MAIN
1000 E. UNIVERSITY AVENUE
LARAMIE, WY 82071
307.766.2936/2937



DISCLAIMER:
THIS DRAWING IS INTENDED AS A VISUAL
AID ONLY AND ITS ACCURACY IS NOT
GUARANTEED. ANY DUPLICATION OF THIS
DOCUMENT IS NOT PERMITTED WITHOUT
PRIOR WRITTEN CONSENT.

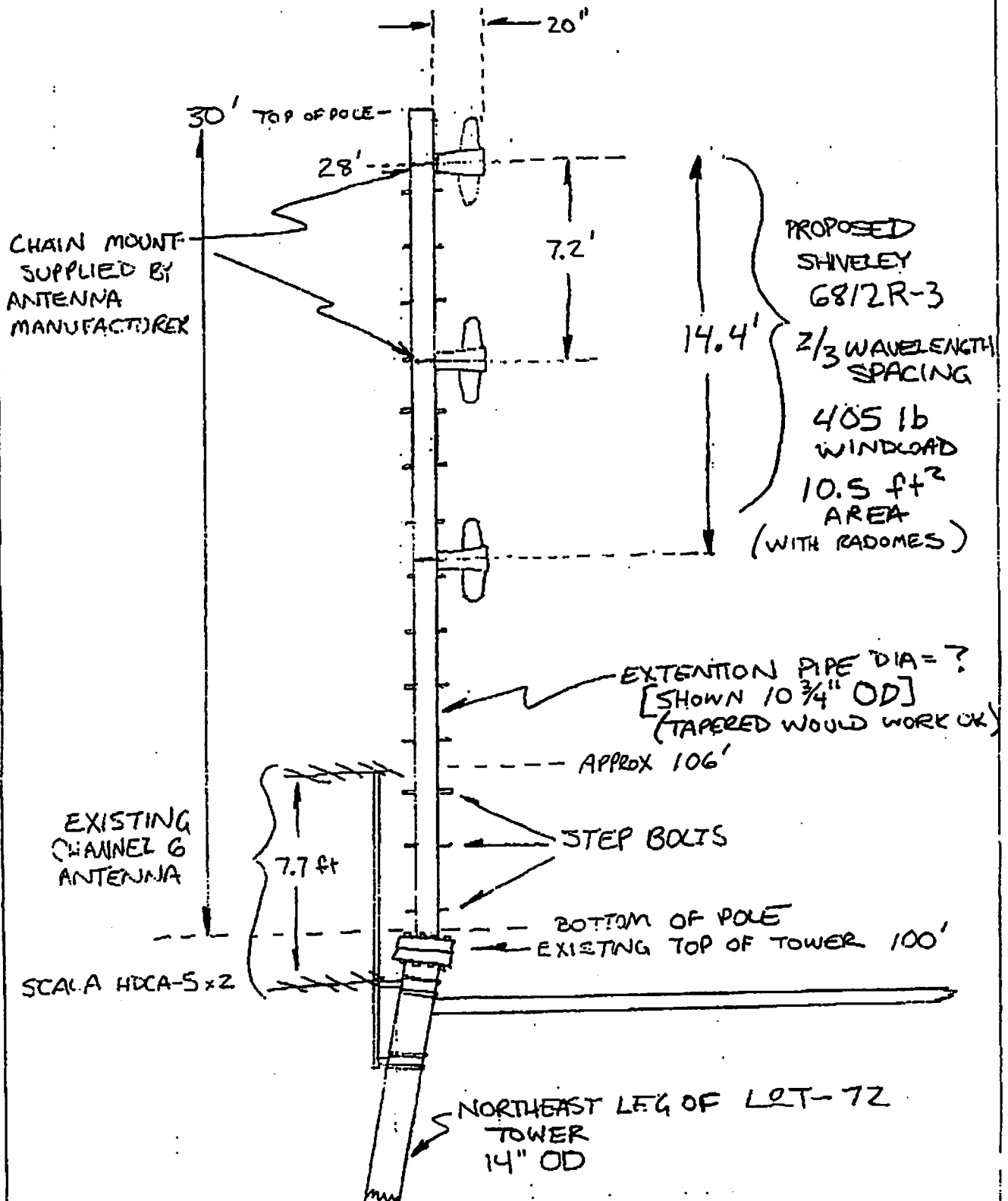
Casper - 12 Miles



Lat 42°44'26"N Long 106°21'34"W

Two Way Radio Transmission Tower

EXHIBIT B



AGENDA ITEM TITLE:

Design Consultant Selection for Wyoming Hall Utility Infrastructure Relocation, Mai

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:

Administration is moving forward with planning efforts for the demolition of Wyoming Hall.

Administration publicly advertised a request for qualifications / proposals (RFQ/ RFP) for design services for which three (3) responses were received. The responses were scored, and a recommendation has been provided based on; qualifications of the firm, proposed consultant team, fee, capabilities with projects of similar scope and the team deemed to bring the highest value to the University. Upon Board of Trustees approval, negotiations will begin with ST+B Engineering of Golden, Colorado in consultation with Coffey Engineering of Laramie, Wyoming.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

September 2019 – Board authorized the demolition of Wyoming Hall.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(A), the Board of Trustees shall approve consultant selection for projects over \$500,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to enter into contract negotiations with ST+B Engineering of Golden, Colorado in consultation with Coffey Engineering of Laramie, Wyoming.

PROPOSED MOTION:

“I move to allow Administration to enter into contract negotiations with ST+B Engineering of Golden, Colorado in consultation with Coffey Engineering of Laramie, Wyoming.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE:

Design Consultant Selection for Ivinson Parking Garage, Mai

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:

Administration is moving forward with planning efforts for the Ivinson Street Parking Garage project.

Administration publicly advertised a request for qualifications / proposals (RFQ/ RFP) for design services for which three (3) responses were received. The responses were scored, and a recommendation has been provided based on; qualifications of the firm, proposed consultant team, fee, capabilities with projects of similar scope and the team deemed to bring the highest value to the University. Upon Board of Trustees approval, negotiations will begin with By Architectural Means of Cheyenne, Wyoming in consultation with Anderson Mason Dale (AMD) Architects of Denver, Colorado.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

September 2019 – Board authorized the construction of a multi-story parking garage on the Ivinson parking lot site.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(A), the Board of Trustees shall approve consultant selection for projects over \$500,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to enter into contract negotiations with By Architectural Means in consultation with AMD Architects.

PROPOSED MOTION:

“I move to allow Administration to enter into contract negotiations with By Architectural Means in consultation with AMD Architects.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.