

**THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES'**

**REPORT
& SUPPLEMENTAL MATERIALS**

**August 12, 2020
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
August 12, 2020
Conference Call Meeting

Note: Only topics that have support materials provided in advance of the meeting are contained within this report. Topics that will be discussed with only a verbal report do not have information included.

WORK SESSIONS

Update: COVID-19 – Seidel/Benham-Deal

- Testing Program [verbal update]
- Consideration and Action: Closing Considerations Decision Tree4

Consideration and Action: FY21 Supplemental Budget – McKinley/Jewell

Consideration and Action: Facilities Contracting Committee – McKinley/Mai

- WPR Sundance, WY Site Lease Extension with Ultimate Caps, Inc.7
- Wyo Hall GMP- Bid package 119
- Change Order for West Campus Satellite Energy Plant Alternates..... 21

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

- UW Regulation 2-16 (Sabbaticals and Professional Development Leave)23

Proposed Items for Action

- a. Contracts, agreements, procurements over \$1 million or 5 years in length
- b. Personnel

AGENDA ITEM TITLE: COVID-19 Update, Benham-Deal

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:

At the June 2020 Board of Trustees Conference Call, the Board approved the University’s Plan to Restart Campus and Restore Normal Operations. At the July 2020 Board meeting, additional information was provided to the Board, including a detailed communications plan, a more detailed and enforceable COVID policy and steps for completing baseline testing.

Per the request of the Board, attached is the Decision Matrix: UW Triggers - A draft set of metrics for determining if and when campus operations may shift in response to the evolving nature of the pandemic. The University is seeking approval for the Decision Matrix. Also, an update on the UW testing program and CARES funding received by the University to support COVID-19 specific activities will be provided.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

At the June 2020 Board of Trustees Conference Call, the Board approved the University’s Plan to Restart Campus and Restore Normal Operations. UW Administration was asked to provide additional reports, including a decision matrix for determining if a shift in operations is needed. At the July 2020 Board of Trustees meeting, the Board approved allowing UW administration the flexibility to make further modifications to the Plan without Board approval as the COVID-19 situation changes and evolves

WHY THIS ITEM IS BEFORE THE BOARD:

Information requested at the last meeting and request for approval of the Decision Matrix.

ACTION REQUIRED AT THIS BOARD MEETING:

Review and consideration of the requested Decision Matrix.

PROPOSED MOTION:

“I move to approve the Decision Matrix as part of the University’s Plan to Restart Campus and Restore Normal Operations.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

As UW moves to return students to campus (and, concurrently, the supporting staff and faculty), the following “triggers” will be tracked daily to monitor the campus environment. Triggers provide direction to leadership to determine if and when campus operations may shift in response to the evolving nature of the pandemic.

Criteria for automatically pausing UW operations (effective once the baseline testing is complete):

- One-day increase of twenty or more new cases in the UW population¹ relative to the seven-day rolling average
 - For example, if the seven-day rolling average for the UW population as tracked by the testing program is 10 students per day, but on a single day there is one day increase to 30 cases then it would trigger the University to take a targeted pause
- Increase in the seven-day rolling average of one additional case in the UW population
 - For example, if the seven-day rolling average is 2.5 new cases a day among the UW population, but there is a sharp or sustained increase to shift to a seven-day average of 3.5 new cases then it would trigger the University to take a targeted pause
- On a daily basis, the sample prevalence for the tested UW population exceeds 5%
- One fatality in the UW population
- Available capacity for isolation/quarantine is below 20% of the then-current overall capacity for those UW students living on campus in residential halls and fraternity/sorority houses

An automatic or “targeted” pause would result in all classes being delivered online, students being asked to shelter in place, and only essential personnel allowed on campus for a period of five (5) business days. This will allow for further assessment of the infection situation on campus (e.g., is this a statistical blip or a real trend, is it evidence of community spread or a localized outbreak), including a review of the monitored criteria below, to allow the President to make an informed decision, in coordination with local public health officials, to return to campus operations or shift to a virtual environment.

Data that will be monitored (in addition to the above criteria):²

- Prevalence of disease in the University community relative to the broader community (i.e., University becomes a hotspot)
- Supply levels of the confirmatory tests (n=1,200) maintained by Student Health
- Spread and prevalence of COVID:
 - Infection across a single section of campus (e.g. entire biology class, a wing of a residence hall)
 - Unrelated cases across campus
- Ability to support students quarantined off campus
- Increased absenteeism, especially among essential workers:
 - Faculty to teach classes
 - Custodians to clean buildings
 - Student Health Services
- Ability to maintain the necessary cleaning supplies, testing materials, and PPE to maintain the campus environment
- Leading indicators of COVID symptoms, as tracked by the UW COVID Daily Health Screen App, including number of self-reporting fails, how symptoms are trending, and distribution of number of symptoms reported (e.g. headache, fatigue, etc.)
- State of Wyoming and local reopening guidelines

¹ The UW population is defined as all UW students, faculty, and staff in Laramie

² A data analyst will review daily and the Closing Considerations Committee will meet weekly to discuss and advise the President if any of these data warrant a discussion about possibly initiating a targeted pause.

- Availability of ventilators (and occupancy of ICU) at local and regional hospitals
- Delayed receipt of test results in the community
 - Substantial increase in local, regional and national COVID cases
 - Number of people being tested per day at Iverson Memorial Hospital, the urgent care centers, and other local testing sites
- Number of campus travelers, where they travel, specifically travel to hotspot and locations with greater disease prevalence
- Number and severity of non-compliant activities (with UW COVID policy), including non-compliance within the greater community (e.g., lack of face covering, large gatherings, etc.)

Response Options:

In the event that data exceed the limits on one or more of the automatic triggers, the President will initiate a targeted pause of University instruction and operations for five (5) business days. After a thorough review of the situation, the President may choose one of the following options:

- Return to university operations as before the targeted pause
- Shift to virtual delivery and remote work; students remain on campus
- Shift to virtual delivery and remote work; students are required to leave campus after testing negative for SARS CoV-2

Operationalization:

- This document is effective upon approval by the President and implementation of the UW Testing Program, subject to modifications at the August 12 Board of Trustees conference call.
- A data manager will collect data for each of the triggers and other monitored information **daily** and upload to a dashboard for review by the data analyst, the Closing Considerations Committee, and University Leadership.
- The President may convene a core group of advisors at any time to discuss the current situation and make recommendations based on events not covered by the triggers. The Closing Considerations Committee will continue to meet weekly throughout August and the 2020-2021 academic year to refine the triggers, analyze the data, and advise University leadership.

AGENDA ITEM TITLE: Wyoming Public Radio Sundance, WY Site Lease Extension with Ultimate Caps, Inc., Mai

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 of an amendment to extend an existing tower lease agreement for the Wyoming Public Radio (WPR) Warren Peak tower site near Sundance, Wyoming (see attached map).

The University of Wyoming and Ultimate Caps, Inc. entered into a five (5) year lease agreement on August 22, 2015, allowing WPR to operate and maintain an antenna system and radio equipment at the radio communications site improvements owned by Ultimate Caps. The current term of the lease ends August 21, 2020, and both WPR and Ultimate Caps have expressed a desire to extend the existing agreement for another five (5) year term to continue radio coverage in the Sundance area.

The current annual lease rent is \$2,400.00 and is proposed to remain the same during the five (5) year extension. The University has the ability to terminate the lease agreement upon 120 days' advance written notice to the Lessor.

At the direction of the Facilities Contracting Committee, the administration has finalized the lease amendment. The attached Lease Amendment No.1 has been signed by Ultimate Caps, Inc. 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 Lease Amendment No. 1 to extend the lease with Ultimate Caps, Inc.

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 Lease Amendment No. 1 with Ultimate Caps, Inc. as presented to the Board.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

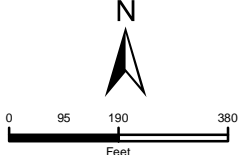


**Wyoming Public Radio
Sundance, WY**



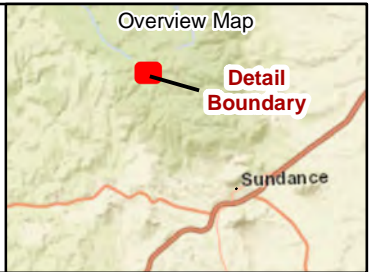
**Site Lease Extension with Ultimate Caps, Inc.
Wyoming Public Radio
Sundance, WY**

Disclaimer: This map is provided as a visual aid only and its accuracy is not guaranteed.
Any duplication of this document is not permitted without prior written consent.



Date: 6/23/2020

Prepared by:
Real Estate Operations



**TOWER LEASE AGREEMENT
BETWEEN
ULTIMATE CAPS, INC.
AND
THE UNIVERSITY OF WYOMING**

THIS AGREEMENT, entered into the 22nd day of March 2015 by and between Ultimate Caps Inc., with its principal offices at P.O. Box 787, Belle Fourche, South Dakota, 57717 (herein called "Lessor"), and The Trustees of the University of Wyoming through the Real Estate Operations Office with its principal offices at 127 Bureau of Mines, 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");
Warren Peak Communications Site – A tract of land in the S1/2, Section 20, Township 52 North, Range 63 West of the 6th P.M., approximately 6 miles NW of Sundance, Crook County, Wyoming with the following coordinates: Latitude 44°28'35"N; Longitude 104°26'54"W, as shown on Exhibit C attached hereto.

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

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

WHEREAS 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 described in **Exhibit A** 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.


LESSOR INITIALS


LESSEE INITIALS

**TOWER LEASE AGREEMENT
BETWEEN
ULTIMATE CAPS, INC.
AND
THE UNIVERSITY OF WYOMING**

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 listed in **Exhibit A** of this agreement.

5. EQUIPMENT OF LESSOR:

Lessor shall not be limited by **Exhibit A** 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 due to Lessee's negligence. Lessor shall pay or cause to be paid to Lessee the full amount of all damages or injuries to the property or persons of Lessee, including interruption of critical services due to the Lessor's negligence. Nothing herein shall limit the liability of either party for its own gross negligence or willful misconduct.

8. INSURANCE:

All parties to this Lease shall be responsible for any liability arising from their own conduct. LESSOR shall, at all times during the term hereof and at its expense, procure and maintain insurance coverage necessary to protect the property and its appurtenances and to protect Lessor from its negligent actions which may damage the persons or property of Lessee. LESSEE shall procure and maintain all insurance it deems necessary for its protection. LESSEE understands that the risk of the loss of the personal property located on the demised premises owned by LESSEE, is solely the responsibility of LESSEE. LESSEE further acknowledges that in the event LESSEE wishes to insure said property against loss, that LESSEE shall have the sole responsibility of obtaining and paying for such insurance.

9. 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).

10. TERM OF AGREEMENT:

a. Initial Term. This Agreement shall be for an initial term of five (5) years commencing on 22 August 2015 and ending on 21 August 2020, or concurrent with Lessor's Agreement with the land owner, whichever is less. The annual lease payment of **Two Thousand Four Hundred Dollars and no/100 (\$2,400.00)** shall be due and payable at the beginning of each remaining year of the initial five (5) year term. Payments shall be mailed to the address provided in Section 10 of this agreement or at such other


LESSOR/INITIALS


LESSEE INITIALS

**TOWER LEASE AGREEMENT
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ULTIMATE CAPS, INC.
AND
THE UNIVERSITY OF WYOMING**

address as Lessor may designate in writing. Billing invoices to Lessee shall be mailed to Wyoming Public Radio, Dept. 3984, 1000 E. University Ave., Laramie, Wyoming, 82071.

- b. After the term of this agreement expires, it shall continue for successive additional periods of five (5) years or concurrent with Lessor's Agreement with the land owner, whichever is less, provided that either Lessor or Lessee may terminate this agreement at any time after the initial or during successive periods, with or without cause, upon 120 days prior written notice to the other party. An addendum shall be executed upon each renewal term.
- c. Lessor retains the option to renegotiate this agreement on a term basis at which time this agreement shall be amended to reflect alterations. The initial term is designated in Section 9.a.

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:
 Ultimate Caps, Inc.
 Karl Grimmelmann, ~~Vice~~ President
 P.O. Box 787
 Belle Fourche, SD 57717
 PH: 605.892.2571
 FX: 605.892.2573

LESSEE:
 University of Wyoming – Real Estate Operations
 127 Bureau of Mines
 1000 E. University Avenue
 Laramie, WY 82071
 PH: 307.766.2936
 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:


 LESSOR INITIALS


 LESSEE INITIALS

**TOWER LEASE AGREEMENT
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ULTIMATE CAPS, INC.
AND
THE UNIVERSITY OF WYOMING**

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 its option, from time to time and at the expiration or termination of this agreement.

17. SOVEREIGN IMMUNITY:

The Lessor and Lessee do not waive their sovereign immunity and or their 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.

18. GOVERNMENTAL CLAIMS:

Any actions or claims against the Lessor or Lessee 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.

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 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


LESSOR INITIALS


LESSEE INITIALS

**TOWER LEASE AGREEMENT
BETWEEN
ULTIMATE CAPS, INC.
AND
THE UNIVERSITY OF WYOMING**

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.**

21. 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.

22. 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.

[Remainder of page intentionally left blank.]

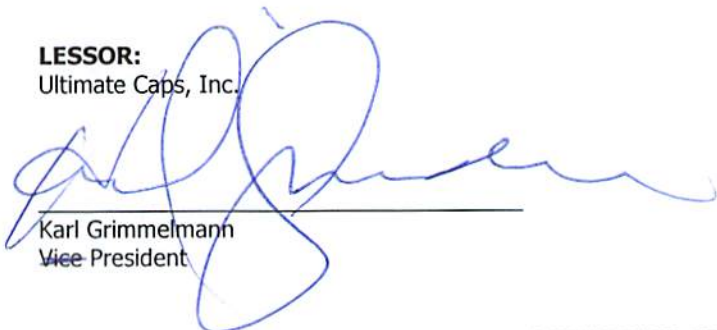

LESSOR INITIALS


LESSEE INITIALS

TOWER LEASE AGREEMENT
BETWEEN
ULTIMATE CAPS, INC.
AND
THE UNIVERSITY OF WYOMING

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

LESSOR:
Ultimate Caps, Inc.

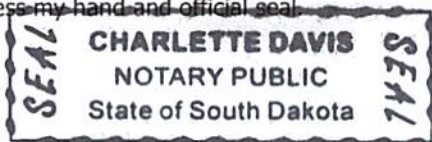

Karl Grimmelmann
Vice President

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BUTTE)

The foregoing instrument was acknowledged before me by Karl Grimmelmann this 18 day of August 2015.

Witness my hand and official seal.



Charlette Davis
Notary Public

My Commission expires: My Commission Expires
March 6, 2020

LESSEE:
Trustees of the 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 this 20th day of May 2015.

Witness my hand and official seal.



Wilma A. Varga
Notary Public

My Commission expires: March 4, 2017

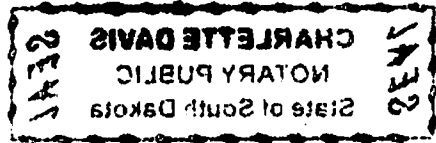

LESSOR INITIALS


LESSEE INITIALS

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My Commission Expires
March 6, 2020

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This Addendum No. 1 to the Tower Lease Agreement effective 22 August 2015 between Ultimate Caps Inc., with its principal offices at P.O. Box 787, Belle Fourche, South Dakota, 57717 (herein called "Lessor"), and The Trustees of the University of Wyoming, a body corporate under the laws of the State of Wyoming, for Wyoming Public Radio (WPR), with offices in Laramie, Wyoming (herein called "Lessee"), is effective 22 August 2020.

WHEREAS, Lessor is the operator of a tower on the following described land ("Site");
Warren Peak Communications Site – A tract of land in the S1/2, Section 20, Township 52 North, Range 63 West of the 6th P.M., approximately 6 miles NW of Sundance, Crook County, Wyoming with the following coordinates: Latitude 44°28'35"N; Longitude 104°26'54"W.

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

WHEREAS 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.; and

WHEREAS the Tower Lease Agreement entered into the 22nd day of March 2015 will expired on 21 August 2020; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to revise the above Agreement by this Addendum No. 1 as follows:

Section 10, "**TERM OF AGREEMENT**," paragraph a. is deleted in its entirety and replaced with the following language:

10. TERM OF AGREEMENT:

a. This Agreement shall be for a term of five (5) years commencing on 22 August 2020 and ending on 21 August 2025, or concurrent with Lessor's Agreement with the land owner, whichever is less. The annual lease payment of Two Thousand Four Hundred Dollars and no/100 (\$2,400.00) shall be due and payable at the beginning of each remaining year of the initial five (5) year term. Payments shall be mailed to the address provided in Section 12 of this agreement or at such other address as Lessor may designate in writing. Billing invoices to Lessee shall be mailed to Wyoming Public Radio, Dept. 3984, 1000 E. University Ave., Laramie, Wyoming, 82071.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INCORPORATION OF ADDENDUM INTO ORIGINAL LEASE

The signing of this Addendum shall incorporate this Addendum 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, its other attachments or addenda, and this Addendum, that the terms of this Addendum be construed as final and binding.

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

LESSOR:

Ultimate Caps, Inc.

Date
Karl Grimmelmann
General Manager

LESSEE:

University of Wyoming

Date

AGENDA ITEM TITLE: Wyoming Hall Demolition Guaranteed Maximum Price, Mai

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:

In preparation for the Student Housing and Dining project, Wyoming Hall will be demolished. To remove the structure, existing utilities running through the building will need to be relocated into a new exterior utility tunnel south of the existing building. In addition, heating, and cooling lines to serve the Student Housing and Dining project will be routed from the West Campus Satellite Energy Plant.

Haselden Wyoming Constructors has been in coordination with ST+B Engineering, WWC Engineering, and representatives from UW Administration to develop the Guaranteed Maximum Price (GMP). The GMP proposed by Haselden Wyoming Constructors is \$13,946,242.00. The GMP encompasses direct and indirect construction costs associated with completing the project.

The total all-in budget for this project is \$17,541,356.00

The estimated construction budget prior to receiving the GMP was \$14,393,676.00.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

- September, 2019 - Board authorized demolition of Wyoming Hall for the purpose of new student housing.
- December, 2019 – Board authorized Administration to execute a contract with ST+B Engineers for Level 3 Planning for the Wyoming Hall Demolition project.
- March, 2020 – Board authorized the Construction Manager at-Risk delivery method for the project.
- May, 2020 – Board authorized Administration to enter into contract with Haselden Wyoming Constructors for Construction Manager at-Risk services.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW regulation 6-9 Board approval is required to establish the Guaranteed Maximum Price.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to execute Amendment No. 1 with Haselden Wyoming Constructors of Laramie, WY for a guaranteed maximum price of \$13,946,242.00 for the Wyoming Hall Demolition project.

PROPOSED MOTION:

“I move to authorize Administration to execute a contract amendment establishing the Guaranteed Maximum Price with Haselden Wyoming Constructors in the amount of \$13,946,242.00. for the Wyoming Hall Demolition project”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: West Campus Satellite Energy Plant Change Order, Mai

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:

Pursuant to UW Regulation 6-9(III)(G), Administration is requesting Board approval to execute a change order with GE Johnson Construction of Wyoming (GEJCW). The change funds 5 alternates that were designed but not procured in the Final GMP amendment:

1. Alternate #2b: Furnish and install heat exchangers for steam back-up. The not-to-exceed total is \$798,900.02.
2. Alternate #3: Full heating conversion at the Anthropology Building. The not-to-exceed total is \$395,034.11.
3. Alternate #4: Full heating conversion at the Enzi STEM Building. The not-to-exceed total is \$373,032.56.
4. Alternate #5: Full heating conversion at the Agriculture Building. The not-to-exceed total is \$335,759.20.
5. Alternate #6: Full heating conversion at the Engineering Building. The not-to-exceed total is \$445,528.11.

The above alternates were designed and bid during the GMP budgeting process, pricing has been reviewed and confirmed. During the course of construction milestones have been met to responsibly draw down the administrative contingency balance to fund this added scope.

If approved, this change will increase GE Johnson Construction of Wyoming's contract by \$2,348,254.00. Administration recommends utilizing Owner's Contingency to compensate GEJCW for the change; the contingency balance before this change is \$3,605,568.00 and the remaining balance will be \$1,257,314.00, if approved.

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 design and location of the facility.
- March 2019 – Board authorized an early bid package for the West Campus Satellite Energy Plant.
- August 2019 – Board approved the Initial Guaranteed Maximum Price for \$15,486,191.00 for the foundation package and utility distribution.
- November 2019 – Board approved the Final Guaranteed Maximum Price for \$29,058,549.00.
- May 2019 – Board approved Change Order #1 in the amount of \$82,297.00 for utility extensions and future boiler rough-ins.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(G), the Board of Trustees shall approve all change orders greater than \$50,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval of a change order to GE Johnson Construction of Wyoming in the amount of \$2,348,254.00

PROPOSED MOTION:

“I move to authorize Administration to execute a change order with GE Johnson Construction Company of Wyoming in the amount of \$2,348,254.00.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Approval of modifications to UW Regulation 2-16 (Sabbatical and Professional Development Leave), 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:

At the September 2016 Board of Trustees meeting, the Board approved review by UW Administration of UW’s current regulatory structure, to include the following:

- 1) Phasing out presidential directives;
- 2) Defining regulation versus policy/procedure;
- 3) Creating a new “look” and format for the regulations; and
- 4) Updating the substance of the regulations, policies, and procedures as needed, including determining whether there are any substantive gaps.

At the January 2017 Board of Trustees meeting, the University proposed 12 sections for the new ***Governing Regulations and Standard Administrative Policies and Procedures Manual***.

Section 1: Governance and Structure

Section 2: Academic Affairs

Section 3: Athletics

Section 4: Diversity and Equal Opportunity

Section 5: Employment and Ethics

Section 6: Facilities

Section 7: Finance and Business

Section 8: Information Technology

Section 9: Research and Economic Development

Section 10: Safety and Security

Section 11: Student Affairs

Section 12: University Relations

The new structure will involve three levels of policies:

- 1) Governing Regulations (Level A)
- 2) Standard Administrative Policies and Procedures (Level B)
- 3) Department/Unit Administrative Policies and Procedures (Level C)

The Section 2 Academic Personnel Regulations (2-1 through 2-16) include such matters as:

- 1) Describing academic designations, ranks and terms of appointment applicable to members of the faculty and other academic personnel, and general provisions regarding academic personnel;

- 2) Outlining University policies on academic freedom, faculty workload, sabbatical and professional development leave, and post-tenure review;
- 3) Defining University-level standards and outlining procedures for reappointment, tenure and promotion, post-tenure review, and compensation;
- 4) Establishing procedures for the resolution of academic personnel disputes and for the dismissal of academic personnel; and
- 5) Providing definitions of academic administrative structures and positions and describing terms of appointments and general provisions regarding academic administrators.

The Provost is recommending the following changes:

- **UW Regulation 2-16 (Sabbatical and Professional Development Leave)** – Modifications and updates to this regulation were approved by the Board of Trustees on September 12, 2019, per the normal process. Administration worked closely with Faculty Senate on these modifications. Administration has suggested one additional change to allow for an exception process for a faculty member who fails to return to the University after leave. This will allow for some flexibility when return may not be in the best interest of either the faculty member or the University.

Per the routing process for UW Regulations, the proposed modifications to the regulations were provided to the Leadership Team, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor.

The Trustees Regulation Committee will discuss this item at the August 2020 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.

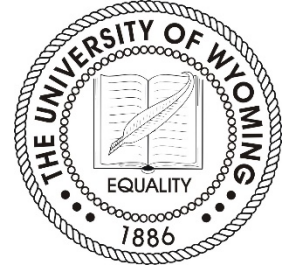
PROPOSED MOTION:

“I move to authorize modifications to UW Regulation 2-16, as presented to the Board”

PRESIDENT’S RECOMMENDATION:

The President Recommend Approval

Endorsed by Regulation Committee June 2020
Campus feedback due 7-20-20



UNIVERSITY OF WYOMING REGULATIONS

Subject: Sabbatical and Professional Development Leave

Number: UW Regulation 2-16

I. PURPOSE

The purpose of sabbatical and professional development leave is to enhance the professional effectiveness of the faculty and to enrich the academic climate of the University.

II. POLICY

Tenured faculty members may apply for a sabbatical leave and academic personnel on extended term or fixed-term appointments may apply for professional development leave. The Office of Academic Affairs is responsible for assuring the University has standard procedures for the application and review of such leaves.

A. Sabbatical Leave

Sabbatical leave may be granted to any tenured member of the University faculty to allow for full time study, research, creative activity, or other academic activities designed to enhance their scholarly and teaching competence and capabilities, and thereby enable them to make greater contributions to their disciplines, their students, and the University of Wyoming. Sabbatical leave time may be used for enhancement of teaching, research, writing, and/or study at a place of the recipient's choosing. University personnel holding faculty rank whose duties are primarily administrative in nature shall also be eligible for sabbatical leave. University Officers, in their capacity as University Officers, are not generally eligible for University sabbatical leaves.

A minimum of six (6) years of academic service at the University must precede each period of sabbatical leave although no right accrues automatically through lapse of time. Tenure-track faculty must have tenure before being eligible to apply for a sabbatical. The granting of such leave is, in each case, within the discretion of the President upon the recommendation of the Provost and Vice President for Academic Affairs. Sabbatical leaves shall ordinarily not be available for the purpose of seeking an advanced degree.

**Endorsed by Regulation Committee June 2020
Campus feedback due 7-20-20**

Individuals normally initiate their request for sabbatical leave during the fall semester preceding the academic year for which the leave is requested. The request, which shall contain a well-conceived, clearly defined purpose and work plan for which the leave is requested and the anticipated outcomes of the leave, shall be forwarded to the President of the University through the appropriate administrative and/or academic officers, with a recommendation from each attached.

B. Professional Development Leave

Academic personnel on extended-term or fixed-term appointments who have completed a minimum of six (6) years of academic service at the University shall be eligible for professional development leave, although no right accrues automatically through lapse of time. Individuals transitioned from extended term positions shall be able to count years of eligibility towards the six year time frame. The purpose of professional development leave will be to enhance performance, to engage in research or creative activities, to conduct special studies, or in some other way to undertake planned activities related in a substantial manner to the individual's role at the University. Professional development leave shall ordinarily not be available for the purpose of seeking an advanced degree.

In order to be eligible for professional development leave, academic personnel in fixed-term appointments must have at least one year left in the term following the proposed leave. The fixed-term appointment may automatically roll forward during the professional development leave. Academic Personnel are not eligible for professional development leave unless their fixed-term appointment has been rolled forward.

Unless specified in this section, conditions associated with professional development leave shall be consistent with those described for sabbatical leave.

III. SALARY RATE

Sabbatical and professional development leaves will normally be granted for either a full or half contract year. Leave for a full contract year shall be compensated at a rate equal to sixty (60) percent of the faculty member's annual salary; Leave for a half contract year shall be compensated at the annual rate for the limited period. Benefits remain the same while on sabbatical or professional development leave, except for retirement and social security, which are pro-rated according to the reduction in salary. No faculty member shall receive supplemental salary from the University during the specific semesters constituting the leave period.

While on a full contract year leave -- whether an academic or fiscal year -- outside compensation in the form of grants, contracts and other forms of funding may be accepted.

Endorsed by Regulation Committee June 2020
Campus feedback due 7-20-20

However, in the event that a faculty member receives more than 40 percent of his/her salary from outside sources, the University will reduce its compensation so that salary monies received from University and external sources will total no more than 100 percent of base salary during the period of leave.

If allowances for travel and other expenses directly related to the leave are included in the outside grant or contract, the amount of these allowances may be disregarded in computing the contribution to be made by the University.

A faculty member who fails to return to the University for at least one academic year immediately following his or her leave shall owe to the University an amount equal to his or her net salary applicable to the term of the leave. For this purpose, net salary is defined as gross salary minus tax withholdings and pre-tax deductions for UW's basic health, life, and retirement benefits. Any exception to this condition requires prior approval of the Provost and Vice President of Academic Affairs, in consultation with the University President.

IV. REPORT

~~At the Board of Trustees January meeting, t~~The Provost shall submit an annual report detailing the sabbatical and professional development leaves approved for the preceding academic year.

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

Source: None

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

Associated Regulations, Policies, and Forms: None

Endorsed by Regulation Committee June 2020
Campus feedback due 7-20-20

History:

UW Regulation 2-16 adopted 9/12/2019 Board of Trustees meeting