



**BOARD OF TRUSTEES' FACILITIES  
CONTRACTING COMMITTEE  
MATERIALS**

**9:30 a.m. September 16, 2020**

**AGENDA**  
**FACILITIES CONTRACTING COMMITTEE**  
September 16, 2020  
\*\*9:30-12:30\*\*

**Executive Session:** There will be an Executive Session. Five topics. (\*\*Note\*\* See separate executive session agenda from Melanie and materials from Tara/Melanie.)  
Executive session is limited to 30 minutes.

**Housing Meeting Agenda:**

1. The main topic for this meeting is to discuss the site locations for the new student housing and dining facilities. The pros and cons of the various sites analyzed by UW Administration and its consultants, architects and engineers will be provided. The goal is to have a recommendation from this Committee to present to the full BofT regarding at least the following: 1) site selection for the first phase of the new dorms, 2) number of beds (800-1,000), site selection for new dining facility, and 4) capacity of new dining facility. (1.5 hours). (\*\*NOTE\*\* see Bill Mai’s e-mail of 9/2/20 and materials from August Facilities Committee meeting)

**Regular Meeting Agenda:** (Materials to be provided).

2. Consideration and Action: Wyoming Public Radio Gillette, WY Site Lease Extension with Alpha Communications – **Action**..... 3
3. Consideration and Action: Distance Education Center Lease Extension at Ft. Washakie with Wind River Development Fund – **Action**.....11
4. Consideration and Action: College of Business Student Success Center- Constructor Contract Authorization and FF&E Considerations – **Action**..... 25
5. Housing EDAC. Discussion on whether the Facilities Committee desires the Housing EDAC to proceed or remain on pause. **Action/direction**
6. **Bus Maintenance Facility Revised Budget** (consideration of federal grant for project). **Information only** ..... 26
7. Law School/Natatorium/Stadium update. **Information only**
8. Ivinson Parking Garage- schedule and potential weather impacts. **Information only**
9. Lewis Street- Public Art proposal for EERB. **Information only**
10. AMK Update. Preliminary plan for finishing required exterior work – both required and deferred maintenance of buildings. What is anticipated to be completed this construction season and what will need finished summer of 2021. Proposed schedule of work and coordinating with programmatic for summer of 2021 to allow completion of construction work. **Information only**
11. Other

## FACILITIES CONTRACTING COMMITTEE

### COMMITTEE MEETING MATERIALS

**AGENDA ITEM TITLE:** Wyoming Public Radio Gillette, WY Site Lease Extension with Alpha Communications, Mai

- PUBLIC SESSION  
 EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes [July 15, 2020]  
 No

FOR FULL BOARD CONSIDERATION:

- Yes  
*[Note: If yes, materials will also be included in the full UW Board of Trustee report.]*  
 No

*Attachments/materials are provided in advance of the meeting.*

EXECUTIVE SUMMARY:

This agenda item is to request approval to continue an existing tower lease agreement for the Wyoming Public Radio (WPR) Antelope Butte tower site near Gillette, Wyoming (see attached map).

The University of Wyoming and Alpha Communications entered into a lease agreement on October 1, 2004, allowing WPR to operate and maintain antenna systems and radio equipment at the radio communications site improvements owned by Alpha Communications. The current term of the lease ends September 30, 2020, and both WPR and Alpha Communications have expressed a desire to extend the existing agreement for another four (4) year term to continue radio coverage in the Gillette area.

The current annual lease rent is \$6,240.00 and is proposed to remain the same during the four (4) 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 agreement. The attached Lease Agreement has been signed by Alpha Communications and is ready for the University's signature.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

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".

**ACTION REQUIRED AT THIS COMMITTEE MEETING:**

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute the Lease Agreement to continue the lease with Alpha Communications, if determined appropriate by the Facilities Contracting Committee.

**PROPOSED MOTION:**

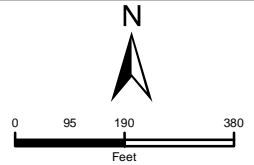
“I move to recommend to the full board to authorize Administration to execute the Lease Agreement with Alpha Communications as presented to the Committee.”

Wyoming Public Radio  
Gillette, WY



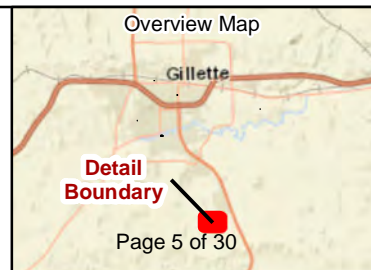
Site Lease Extension with Alpha Communications  
Wyoming Public Radio  
Gillette, WY

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



**LEASE AGREEMENT  
BETWEEN  
ALPHA COMMUNICATIONS  
AND  
THE TRUSTEES OF THE UNIVERSITY OF WYOMING**

THIS AGREEMENT, by and between Alpha Communications with its principle offices at 1807 W. Main St., Newcastle, Wyoming 82701, (herein called Lessor), and The Trustees of the University of Wyoming, Real Estate Operations, with its principle offices at Dept. 4308 – 127 Bureau of Mines, 1000 E. University Ave., Laramie, Wyoming 82071 (herein called "Lessee") shall have an effective date of 1 October 2020.

WITNESSETH:

WHEREAS, Lessor is the operator of a radio tower on the following described land: A site located in the NW ¼, NW ¼, SW ¼, Section 24, Township 49 North, Range 72 West, 6<sup>th</sup> P.M., Campbell County, Antelope Butte, Gillette, Wyoming.

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

WHEREAS Lessee has installed an antenna system on said radio tower and installed certain radio communications equipment within the facilities on the site; and

WHEREAS Lessee desires to continue 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:** Lessor hereby grants to Lessee, subject to the subsequent provisions hereof, and at Lessee's sole risk, cost and expense, the right to operate, and maintain the facilities described in Exhibit A of this agreement. For such purposes, 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 hours per day, seven 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 described in Exhibit A and Exhibit B. 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. COMMUNICATIONS EQUIPMENT OWNED BY LESSOR:** Lessor is presently operating the communications equipment listed in Exhibit B hereto on the tower located on the site.
- 3. 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.

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- 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.
4. **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.
5. **EQUIPMENT OF LESSEE:** Lessor shall provide Lessee the space for the equipment listed in Exhibit A to this agreement.
6. **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.
7. **INITIAL CONFIGURATION OF EQUIPMENT:** The parties agree that the communications equipment, installed on the tower, shall be mounted in a configuration similar to that depicted in the sketch shown at Exhibit C to this agreement.
8. **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.
9. **LEASE PAYMENTS:** As full consideration of all rights and privileges accorded Lessee hereunder, Lessee shall pay or cause to be paid as rental to Lessor the sum of \$520.00 monthly or \$6,240.00 annually; such payments being mailed to the address listed in item 12 or to such other address as Lessor may designate in writing. Billing invoices to Lessee shall be remitted:

University of Wyoming, Wyoming Public Radio  
Dept. 3984, Knight Hall  
1000 E. University Avenue  
Laramie, Wyoming 82071

Lessor retains the option to renegotiate this rental on a term basis at which time this agreement shall be amended to reflect alterations. The initial term is designated in Item 11.

10. **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).
11. **TERM OF AGREEMENT:** This agreement shall remain in full force for **four (4) years** from and after the date set forth on the first page hereof or concurrent with Lessor's Agreement with the land owner, whichever is less. After the initial term of this agreement expires, Lessee shall have the option to renew this agreement for an additional two (2) four (4) year renewal terms by providing One Hundred Twenty (120) days written notice to Lessor prior to the termination of this signed lease or concurrent with Lessor's Agreement with the land owner, whichever is less. Lessor or Lessee may terminate this agreement at any time, with or without cause, upon One Hundred Twenty (120) days prior written notice to the other party. An addendum or agreement to renew or extend shall be executed and signed by the parties upon each renewal term.

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

**LESSOR:**  
Dick Klinker  
Alpha Communications  
1807 West Main  
Newcastle, Wyoming 82701  
PH: 307-746-9614

**LESSEE:**  
University of Wyoming, Real Estate Operations  
Dept. 4308, 127 Bureau of Mines  
1000 E. University Avenue  
Laramie, Wyoming 82071  
PH: 307-766-2936/2937

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:** 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 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. 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 listed in Exhibit A and Exhibit B of this Agreement shall be reviewed and, if found acceptable, approved by Lessor with advance written notice of at least thirty days being given by Lessee.
- 15. OPERATIONS AND MAINTENANCE RESPONSIBILITIES:** Both parties agree that frequency and intermit 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 and Lessor will furnish Lessee a list of frequencies used by Lessor and by its other tenants, 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 discovers 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. The 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 University of Wyoming does not waive its sovereign immunity and/or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.



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**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, (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.

**20. INDEMNITY:** The Lessor shall release, indemnify, and hold harmless the University of Wyoming, its Trustees, officers, agents, employees, successors, assignees, and the State of Wyoming 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.

**21. 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.**

**22. 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.

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**LEASE AGREEMENT  
BETWEEN  
ALPHA COMMUNICATIONS  
AND  
THE TRUSTEES OF THE UNIVERSITY OF WYOMING**

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

**LESSOR:**

Alpha Communications



Richard D. Klinker  
President

**LESSEE:**

University of Wyoming Board of Trustees

\_\_\_\_\_  
Neil Theobald  
Senior Vice President for Finance and Administration

## FACILITIES CONTRACTING COMMITTEE

### COMMITTEE MEETING MATERIALS

**AGENDA ITEM TITLE: Distance Education Center Lease Extension at Ft. Washakie with Wind River Development Fund, Mai**

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes [July 15, 2020]
- No

FOR FULL BOARD CONSIDERATION:

- Yes  
*[Note: If yes, materials will also be included in the full UW Board of Trustee report.]*
- No

*Attachments/materials are provided in advance of the meeting.*

EXECUTIVE SUMMARY:

This agenda item is to request approval of Amendment No. 1 to extend an existing lease for Distance Education and Extension Center offices at their current location in the Frank B. Wise Business Plaza, #3 Ethete Road, Fort Washakie, Wyoming (see attached map).

Since 2010, the University has leased office and classroom space from Wind River Development Fund for distance education and cooperative extension service programs serving the Wind River Reservation community. University programs in the space include: UW Extension, CentSible Nutrition, High Plains American Indian Research Institute (HPAIRI), Growing Resilience, and the Established Program to Stimulate Competitive Research (EPSCoR). Use of classroom space is also shared with Central Wyoming College. The current lease ends September 30, 2020.

The term of the lease extension will begin October 1, 2020 and end September 30, 2025. Rent for the 2,360 sq. ft. of office and classroom space is proposed at \$43,718.03 per year or \$18.53 per square foot. The rent rate is comparable to market rates in the area. Rent may be increased annually by the Wyoming Cost of Living Index statewide inflation rate for the 4<sup>th</sup> Quarter, but not to exceed 6%. The University has the ability to terminate the lease agreement upon 30 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 Wind River Development Fund and is ready for the University's signature.

**WHY THIS ITEM IS BEFORE THE COMMITTEE:**

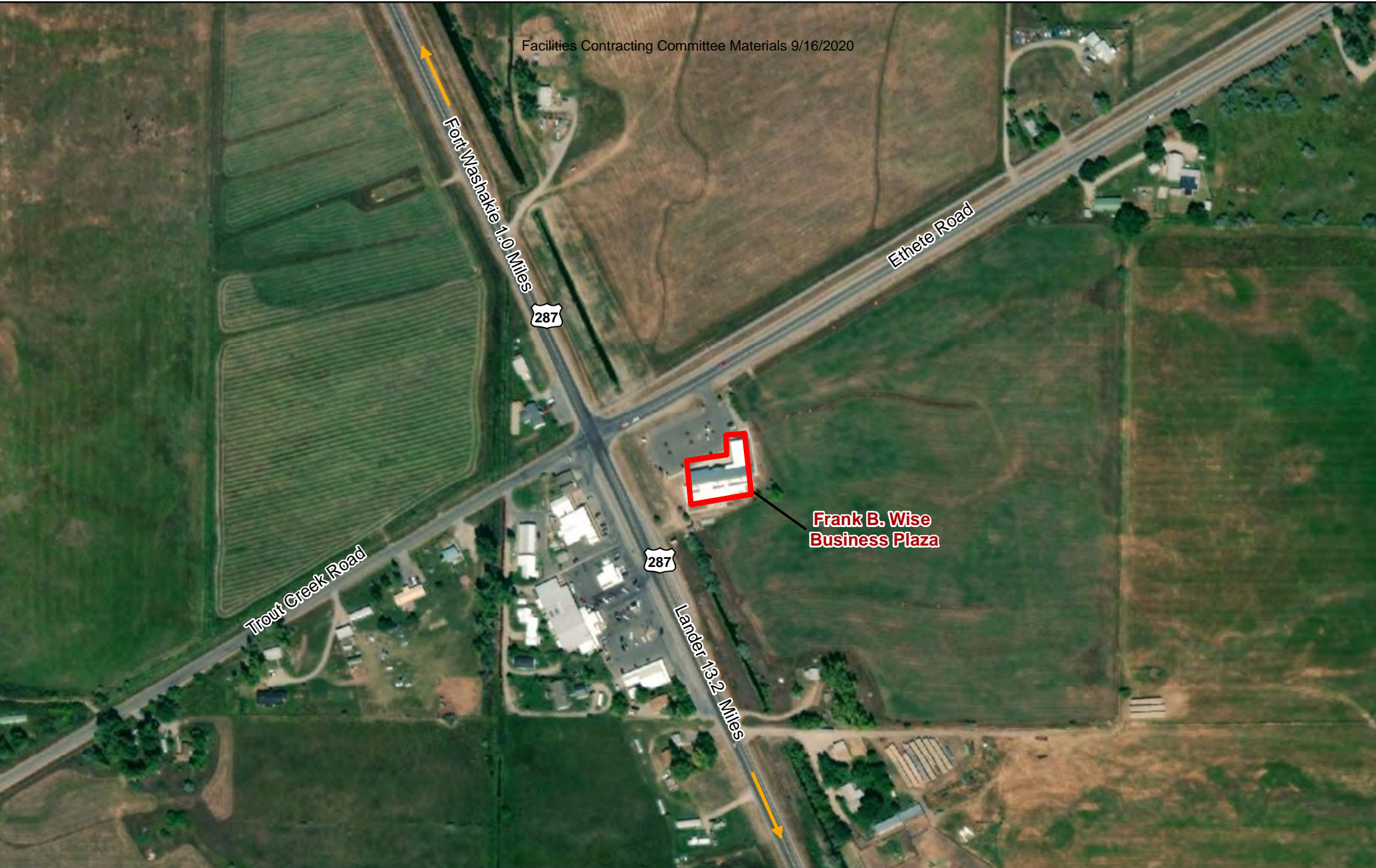
Per UW Regulation 7-2, the Board of Trustees reserves authority to approve and/or sign contracts for “Other matters involving real property, including but not limited to the lease of real property; easements; water rights and development; oil, gas and mineral leases; and federal or state government leases,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

**ACTION REQUIRED AT THIS COMMITTEE MEETING:**

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 Wind River Development Fund, if determined appropriate by the Facilities Contracting Committee.

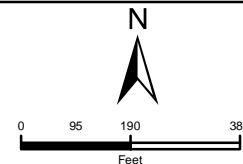
**PROPOSED MOTION:**

“I move to recommend to the full board of trustees to authorize Administration to execute Lease Amendment No. 1 with Wind River Development Fund as presented to the Committee.”



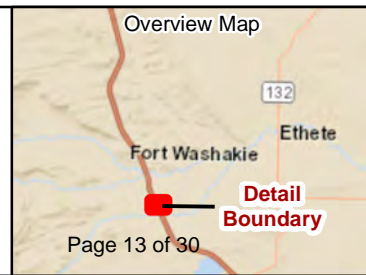
Distance Education Center Lease Extension  
with Wind River Development Fund  
Frank B. Wise Business Plaza  
#3 Ethete Road, Ft. Washakie, WY

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: 6/24/2020

Prepared by:  
Real Estate Operations



**AMENDMENT NO. 1  
TO THE BUSINESS LEASE AGREEMENT  
BETWEEN  
WIND RIVER DEVELOPMENT FUND  
AND  
THE UNIVERSITY OF WYOMING**

This Amendment No. 1 to the Business Lease Agreement that commenced September 20, 2015 by and between the Wind River Development Fund (hereafter "WRDF"), a non-profit corporation organized under the laws of the Wind River Indian Reservation, and the University of Wyoming (hereafter "Lessee").

WITNESSETH:

WHEREAS, WRDF is a non-profit community development corporation that provides financial opportunities to stimulate economic development on the Wind River Indian Reservation, promoting self- sufficiency, self-determination and an enhanced quality of life for the Reservation community; and

WHEREAS, Lessee has notified Lessor that Lessee desires to continue to lease the premises for the purposes set forth herein below; and

WHEREAS, the Lease Agreement dated 20 September 2015 will expire on 30 September 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 as follows:

**2.1 Term.** The Premises are leased for a term of five (5) years commencing 1 October 2020 (Commencement Date) and ending 30 September 2025; subject to termination as hereafter provided.

**3.1 Rental.** As rent for the Premises, Lessee covenants and agrees to pay to WRDF rent of \$43,718.03 per year (based on \$18.53 per square foot per year). The rent shall be increased on each anniversary of the Commencement Date by the percentage increase in the statewide annual inflation rate taken from the Wyoming Cost of Living Index for the Fourth Quarter. In no event will the rent be decreased nor will the increase be greater than 6% per year. Rent shall be payable in advance upon Lessee's receipt of a signed original lease between the parties and each anniversary of the Commencement Date thereafter for the term of the lease. Payment of prorated charges for gas, water, heat, electricity for shared spaces, trash and recycling services and use of shared equipment shall be made upon Lessee's receipt of an itemized invoice from WRDF for the amount of the monthly payment due. Lease payments shall be paid in accordance with W.S. § 16-6-601-602. Invoices shall be sent to Lessee at the following address: University of Wyoming Extension, Dep. 3354, 1000 E. University Avenue, Laramie, WY 82071. Rent and prorated charges shall be paid to: Wind River Development Fund, P.O. Box 661, Fort Washakie, WY 82514. The Lease may be renewed upon not less than six (6) months written notice on reasonable terms and conditions agreed to by the parties.

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**AMENDMENT NO. 1  
TO THE BUSINESS LEASE AGREEMENT  
BETWEEN  
WIND RIVER DEVELOPMENT FUND  
AND  
THE UNIVERSITY OF WYOMING**

INCORPORATION OF AMENDMENT INTO ORIGINAL LEASE

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

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

The undersigned agree to the terms and conditions of this amendment.

LESSOR:  
Wind River Development Fund

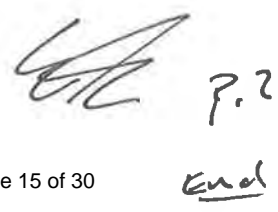


Eric Swack  
Executive Director

LESSEE:  
University of Wyoming

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Neil Theobald  
Senior Vice President for Finance and Administration



**BUSINESS LEASE  
BETWEEN WIND RIVER DEVELOPMENT FUND  
AND  
UNIVERSITY OF WYOMING**

THIS LEASE AGREEMENT is made and entered into the last date signed below, by and between the Wind River Development Fund (hereafter "WRDF"), a non-profit corporation organized under the laws of the Wind River Indian Reservation, and the University of Wyoming (hereafter "Lessee").

WIHEREAS, WRDF is a non-profit community development corporation that provides financial opportunities to stimulate economic development on the Wind River Indian Reservation, promoting self-sufficiency, self-determination and an enhanced quality of life for the Reservation community; and

WHEREAS, Lessee desires to lease commercial space in WRDF's building:

In consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

**1 PREMISES**

For and in consideration of the payment of rents and the performance of all the terms, covenants, agreements, and conditions of this Lease by Lessee, WRDF hereby leases to Lessee and Lessee hereby takes and leases from WRDF the following space with basic office furniture adequate for the premises and its intended uses in WRDF's building (hereafter referred to as "the Premises"):

Approximately 2,360 square feet in the southeast portion of the Frank B. Wise Business Plaza located at #3 Ethete Road, Fort Washakie, Wyoming.

Parking for the Lessee is provided within the property. It is understood that the Lessee, its employees, and invitees may use the common area parking lots for overflow parking of passenger vehicles during the time that such persons are using the property.

**2 TERM OF LEASE**

**2.1 Term.** The Premises are leased for a term of five (5) years commencing September 20, 2015 ("Commencement Date") and ending September 30, 2020; subject to termination as hereafter provided.

**3 RENTAL, USE OF PREMISES**

**3.1 Rental.** As rent for the Premises, Lessee covenants and agrees to pay to WRDF rent of \$33,858.15 per year (based on \$14.35 per square foot per year). The rent shall be increased on each anniversary of the Commencement Date by the percentage increase in the statewide annual inflation rate taken from the Wyoming Cost of Living Index for the Fourth Quarter. In no event will the rent be decreased nor will the increase be greater than 6% per year. Rent shall be payable in advance upon Lessee's receipt of a signed original lease between the parties and each anniversary of the



Commencement Date thereafter for the term of the lease. Payment of prorated charges for gas, water, heat, electricity for shared spaces, trash and recycling services and use of shared equipment shall be made upon Lessee's receipt of an itemized invoice from WRDF for the amount of the monthly payment due. Lease payments shall be paid in accordance with W.S. § 16-6-601-602. Invoices shall be sent to Lessee at the following address: UW Outreach School, Dep. 3106, 1000 E. University Avenue, Laramie, WY 82071. Rent and prorated charges shall be paid to: Wind River Development Fund, P.O. Box 661, Fort Washakie, WY 82514. The Lease may be renewed upon not less than six (6) months written notice on reasonable terms and conditions agreed to by the parties.

**3.2 Common Areas.** Included as part of rent, Lessee shall be allowed use of the conference room for up to thirty (30) hours per month. Lessee may request additional use of the conference room at no charge so long as the conference room has not been rented out or is not being used by another tenant. Lessee must schedule use of the conference room with WRDF in advance and follow conference room rules as provided by WRDF. Lessee shall also be allowed use of the kitchen/break room.

**3.3 Lessee's Use of Premises.** Lessee covenants and agrees that Lessee will use the Premises for educational, outreach, and extension related services only, and for no other purpose. Lessee will not keep or maintain thereon any substances or materials or conduct its business operation in a manner which may vitiate or endanger the validity of the hazard insurance on the improvements or increase the premium of such hazard insurance. Lessee shall not use, or permit any other person to use, the Premises or any part thereof for any unlawful use, and Lessee shall at all times during the term of this Lease comply with and cause all persons using or occupying any part of the Premises to comply with all applicable public laws, ordinances, and regulations. Lessee shall not place any improvements on the premises without the prior written approval of WRDF and subject to reasonable conditions imposed by WRDF, including but not limited to increased insurance requirements.

#### **4 REPAIRS AND MAINTENANCE**

**4.1 Lessee's Obligations.** Lessee shall, at its own expense, keep the Premises in good repair, and will, at the expiration of this Lease, deliver the Premises to the WRDF in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. Any damage caused by abnormal use and wear by Lessee shall be the responsibility of Lessee. The Lessee shall not make any alterations, additions, or improvements to the Premises, without the WRDF's written consent. A written plan showing proposed alterations must be submitted and approved by the Executive Director prior to alteration commencing. This submission should address who will perform the work, what is the purpose of the alteration, how jobs or profits will be affected, and how the alterations will be paid for. WRDF designated companies shall perform any electrical work and make all keys. All alterations, additions and improvements made by either party upon the Premises during the Term hereof, except movable office furniture and trade fixtures put in at Lessee's expense, shall become the property of the WRDF at the expiration of the Term. Lessee covenants to pay as they become due all just claims for labor and materials used in making any such additions, alterations, or improvements and to indemnify and save, to the extent allowable by Wyoming law and to the extent of Lessee's insurance identified/required herein, WRDF and the Premises harmless of and from all costs, expenses, and damages, including reasonable attorneys' fees and cost of suit, arising out of or connected with any statutory or other liens against the Premises or the Property on account of such labor and materials.

**4.2 WRDF's Obligations.** WRDF shall maintain the common areas of the building and surrounding grounds. WRDF shall provide routine janitorial and maintenance services in conjunction with other tenants. WRDF shall be responsible for paying for and installing initial interior and exterior signage on the premises.

## **5 INSURANCE**

**5.1 Lessee's Insurance.** The Lessee shall carry the following minimum amounts of insurance during the life of this Lease with the WRDF listed as additional insured:

- (A) A minimum of premises liability to cover bodily injury and property damage or commercial general liability in an amount not less than One Million Dollars (\$1,000,000.00) combined single limits.
- (B) At the sole discretion of the Lessee, insurance for all contents, and Lessee's trade fixtures, machinery, equipment, furniture and furnishings in the Premises to the extent of at least one hundred percent (100%) of their replacement cost under standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief and sprinkler leakage endorsements. Lessee acknowledges that WRDF shall not be held liable for any damage that may occur to their contents unless caused by WRDF.
- (C) Insurance shall not be considered a waiver of any of UW's governmental immunities or defenses under the Wyoming Governmental Claims Act including, but not limited to liability caps.

The Lessee shall maintain worker's compensation and unemployment insurance for Lessee employees in the statutorily required amounts pursuant to Wyoming law. The Lessee shall furnish WRDF a certificate of insurance showing that Lessee's insurance is in full force and effect prior to the commencement of this Lease. Should WRDF receive notice of cancellation of said insurance, it shall notify the Lessee to cease operations immediately and not to start again until WRDF receives new copies evidencing that insurance described above is in full force and effect.

**5.2 WRDF's Insurance.** WRDF shall, at all times during the term of this Lease and at its expense, procure and continue in force property liability insurance or general liability insurance coverage in amounts appropriate for WRDF's real property and building, including WRDF's personal property therein. At the request of Lessee, WRDF shall furnish a certificate of insurance showing that WRDF's insurance is in full force.

## **6 DAMAGE OR DESTRUCTION OF PREMISES AND STRUCTURES**

If the building is totally destroyed (or so substantially damaged as to be untenable) by storms, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between WRDF and Lessee on that date.

If the building is damaged but not rendered wholly untenable and the damage can be fully repaired in ninety (90) days, rent shall abate in the same proportion as the building has been damaged and WRDF shall restore it within said time limit, whereupon rent in full shall recommence. Should the

WRDF fail or refuse to fully repair the building within said ninety (90) days, Lessee may terminate this Lease.

## **7 WRDF'S NON-LIABILITY**

WRDF shall not be liable for any loss, damage, or injury of any kind or character to any person, or property, arising from any use of the Premises, or any part thereof, or caused by any non-WRDF created defect in the buildings or any structure or other improvement on the Premises or in any equipment or other facility therein or caused by or arising from any act or omission of Lessee, or of any agents, employees, licensees, or invitees of Lessee, or by or from any accident on the Premises or any fire or other casualty thereon, or occasioned by the failure of Lessee to maintain the Premises in safe condition, or arising from any other cause whatsoever, Lessee, as a material part of the consideration of this Lease, hereby agrees to indemnify, to the extent allowable by Wyoming law and to the extent of Lessee's insurance as identified/required herein, and hold WRDF entirely free and harmless from all liability for any such loss, damage, or injury of Lessee, and hereby agrees to indemnify and hold WRDF entirely free and harmless from all liability for any such loss, damage, or injury of all other persons, and from all costs and expenses arising therefrom to the extent allowable by Wyoming law and to the extent of Lessee's insurance as identified/required herein.. The foregoing shall not apply to any loss, damage or injury caused in whole or in part by WRDF's negligence.

## **8 TAXES, ASSESSMENTS, AND LIENS**

**8.1 *Non-Liability of WRDF.*** Lessee shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialmen's, contractors', or subcontractors' liens arising from or any claim for damage growing out of the work of any construction, repair, restoration, replacement, or improvement authorized by the Lessee, or any other claim or demand howsoever the same arise, but Lessee shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. Notwithstanding anything to the contrary contained in this Article, if Lessee shall in good faith contest the validity of any such lien, claim, or demand for taxes, then Lessee shall, at Lessee's sole costs and expense, defend itself and WRDF against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against WRDF or the Premises, upon the condition that, if WRDF shall require it, Lessee shall furnish to WRDF a surety bond satisfactory to WRDF in an amount equal to such contested lien, claim or demand.

## **9 ASSIGNMENT OR SUBLEASING**

**9.1 *Prohibited Generally.*** Except as set forth in this Lease, Lessee shall not encumber, assign, sublease, nor otherwise transfer this Lease, or any right or interest hereunder, or in or to any of the improvements that hereafter may be constructed or installed on the Premises unless approved in writing by WRDF. No such encumbrance, assignment, sublease, or other transfer, whether voluntary or involuntary, by operation of law, under legal process, through receivership or bankruptcy, or otherwise shall be valid or effective without such prior written consent and approval by the WRDF, which shall not be unreasonably withheld. WRDF approves Lessee's subleasing a portion of its space to Central Wyoming College, provided the sublease is in writing, the sublessee agrees to comply with the provisions of this Lease, and a copy of the sublease is provided to WRDF.

**9.2 Master Lease.** This lease is subject and subordinate to all the terms and conditions of the BUSINESS LEASE BETWEEN AMERICAN LEGION RICHARD POGUE POST NO. 81 AND THE WIND RIVER DEVELOPMENT FUND. Lessee agrees to pay rent directly to American Legion in the event of any default by WRDF thereunder or termination or cancellation of such lease. In the event of WRDF's default thereunder, the term and rents under this Lease may not be reduced without the consent of American Legion.

## **10 TERMINATION**

**10.1 Default or Breach.** Should Lessee fail to pay or fail to cause to be paid any tax, assessment, insurance premium, lien, claim, charge, or demand herein provided to be paid or caused to be paid by Lessee at the times and in the manner herein provided; or fail to commence and adequately prosecute or to complete the construction of the Buildings and other improvements in and about the Premises within the times and in the manner herein provided; or default in the performance of or breach any other material covenant, condition, or restriction of this Lease herein provided to be kept or performed by Lessee, and if any such default or breach described above shall continue uncured for a period of sixty (60) days from and after service upon Lessee of written notice thereof by WRDF, then, and in any such event, WRDF may, at WRDF's option, unless Lessee is proceeding to diligently cure such defect, terminate this Lease by giving Lessee written notice thereof, and thereupon the rights of Lessee in and to the Premises and all improvements thereon shall cease and end, and WRDF may, without further notice or demand, or legal process, re-enter and take possession of the Premises and all improvements thereon and oust Lessee and all such persons claiming under Lessee therefrom, and Lessee and all such persons shall quit and surrender possession of the Premises and all improvements thereon to WRDF.

**10.2 Removal of Personal Property.** Upon the expiration of the term or any extended term of this Lease, or any earlier termination thereof, Lessee shall surrender to WRDF possession of the Premises and all improvements constructed and installed thereon by Lessee, provided that Lessee may remove or cause to be removed all of Lessee's movable furniture, furnishings, and equipment installed in the Building. Any of the personal property that is not removed from the Premises within sixty (60) days after the date of any termination of the Lease thereafter shall belong to WRDF without the payment of any consideration therefor.

**10.3 WRDF's Remedies.** Any termination of this Lease as herein provided shall not relieve Lessee from the payment of any sum or sums that shall then be due and payable to WRDF hereunder or any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent WRDF from enforcing the payment of any such sum or sums or claim for damages by any remedy provided by law or equity, or from recovering damages from Lessee for any default hereunder. All rights, options, and remedies of WRDF contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and WRDF shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether or not stated in this Lease. No waiver by WRDF of a breach of the same or any other covenant, condition, or any restriction herein contained shall operate as a waiver by WRDF of any other term, condition, agreement, or restriction otherwise contained in the Lease.

**10.4 Fees and Costs.** In the event either WRDF or Lessee shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings reasonable attorney fees and court costs.

**10.5 Termination with notice.** Lessor or Lessee may terminate this agreement at any time after the initial or during successive periods, with or without cause upon thirty (30) days prior written notice to the other party and rent payments shall be abated for the unexpired portion of the Lease, effective as of the date of termination.

## **11 LICENSES, CERTIFICATIONS AND PERMITS**

Lessee shall be responsible for complying with all permits, licenses, certifications, authorizations and approvals from Federal, Tribal, State and local regulatory agencies that are necessary for operations during the term of this Lease. WRDF retains the right to inspect Lessee's operations for compliance with all applicable permits and licenses.

## **12 ACCESS TO PREMISES AND COMMON AREAS**

WRDF may enter the Premises at any reasonable time in order to inspect the Premises. If the WRDF deems any repair necessary for which the Lessee is responsible, it may demand that the Lessee perform the repair within a reasonable time period and after reasonable notice. If the Lessee refuses or neglects to make the repair in a reasonable time, the WRDF may make the repair and charge the Lessee. The WRDF may enter the premises at reasonable times to install or repair pipes, wires or other appliances or to make any repair the WRDF deems essential to the use and occupancy of the other parts of the Building. WRDF shall give reasonable advance notice to Lessee of its intention to make non-emergency repairs.

## **13 ADVERTISING DISPLAYS**

No sign or advertising shall be displayed upon the Premises unless approved in writing by the WRDF with approval for adequate interior and exterior signage not to be unreasonably withheld.

## **14 HOLDING OVER**

This Lease shall terminate and become null and void without further notice upon the expiration of the term specified, and any holding over by Lessee after the expiration of the term of the Lease shall not constitute a renewal thereof or give Lessee any rights hereunder or in or to the Premises. In the event Lessee holds over as hereinabove set forth, Lessee shall pay to WRDF for each additional month of use and occupancy thereof on the first day of each such month the fair market rent of the leased space, plus prorated charges and direct costs provided for in paragraph 3.1.

## **15 NOTICES**

All rents and other sums payable to WRDF by Lessee hereunder shall be paid to WRDF at such place as WRDF may hereafter designate in writing. Any notice to be given by either of the parties hereto,

to the other hereunder, shall be deposited in the U.S. mail, duly registered or certified, with postage prepaid, and addressed to the party for whom intended at the addresses listed in paragraph 3.1 or at such other address as either of the parties hereto may hereafter designate in writing. Service of any such written notice shall be deemed complete five (5) days after mailing thereof as hereinabove provided, or upon receipt, whichever is sooner.

## **16 CONSTRUCTION AND EFFECT**

**16.1 *Choice of Law.*** This Lease shall be governed by the Laws of the Eastern Shoshone and Northern Arapaho Tribes of the Wind River Indian Reservation, and the Laws of the United States, now in effect, or amended or enacted hereafter, as applicable.

**16.2 *Time of Essence.*** Time is of the essence of this Lease. Each and all of the covenants, conditions, and restrictions hereof shall be deemed to be running with the land and shall inure to the benefit of and shall be binding upon the successors in interest of WRDF.

**16.3 *Headings.*** The Article headings in the Lease are used only for the purpose of convenience and shall not be deemed to limit the subject of the clause or to be considered in the construction thereof.

## **17 QUIET ENJOYMENT**

WRDF hereby grants to Lessee the right of access to and ingress and egress from the Premises by Lessee and its employees, contractors, suppliers, servicemen, sublessee, and invitees so long as Lessee shall faithfully perform the agreements, conditions, and covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term hereby granted, without disturbance by or from WRDF, and free from any encumbrance created or suffered by WRDF, except those to which this Lease is made subject as above provided.

## **18 MISCELLANEOUS**

**18.1 *Force Majeure.*** If WRDF or Lessee shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war, or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**18.2 *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.

**18.3 *Sovereign Immunity.*** The Lessee does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

**18.4 *Civil Rights.*** The Lessee shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex age or physical or mental disability.

**18.5 *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.

**18.6 *Audits and Inspections.*** At any time during normal business hours and as frequently as is deemed necessary, the Lessee shall make available to the WRDF for their examination, all of its records pertaining to matters covered by this Lease Agreement and only matters relating to the Lease Agreement.

**18.7 *Retention of Records.*** All records in the possession of the Lessee pertaining to this Lease shall be retained by the Lessee for a period of three (3) years beginning with the date upon which this Lease is executed. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

**18.8 *Environmental Compliance.*** WRDF warrants and represents to the Lessee that they have no knowledge of the presence or of the release, now or in the past, of any hazardous substance or material on the Premises. WRDF agrees to hold Lessee free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever related to any damage or condition that might be caused by any existing environmental condition that currently exists on the Premises.

Lessee covenants and agrees that throughout the Term of its use and occupancy of the Premises it will at all times be in strict compliance with all governmental regulations, be they federal, state or local, that pertain to the use and storage of hazardous materials and substances, and Lessee shall save and hold WRDF free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever which WRDF may incur by reason of Lessee's failure to comply with this Paragraph. Such covenants, however, shall not apply to any condition that existed at the time Lessee first took possession of any part of the Premises, or which is caused or results from acts of others, including WRDF.

Lessee's obligations under this Paragraph shall automatically terminate and expire one year after Lessee no longer occupies the Premises unless an action has been filed in some judicial tribunal of competent jurisdiction prior to that time which related to a period during which Lessee in fact did occupy any part of the Premises.

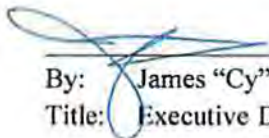
**18.9 Merger of Negotiations.** All negotiations between the parties are merged into this Lease Agreement and there are no undertakings or agreements other than those incorporated herein. This Lease Agreement may not be modified, except by an instrument in writing duly executed by the parties. WRDF has made no warranties, express or implied, as to the Premises, including any improvements thereon, and Lessee accepts the Premises "as is".

**18.10 Recording Short Form of Lease.** Lessee and WRDF agree to execute a recordable short form of this Lease wherein there shall be set forth the legal description and the term of this Lease.

**18.11 Execution Authorized.** Each party represents that the person executing this Lease has been duly authorized as required by the rules and procedures of Lessee or WRDF, as applicable, to enter into this Lease and to bind the principals to the terms and conditions hereof.


IN WITNESS WHEREOF the parties hereby execute this Business Lease.

**WIND RIVER DEVELOPMENT FUND**

  
By: James "Cy" Lee  
Title: Executive Director

Date: 1-14-16

**UNIVERSITY OF WYOMING**

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

Date: 2-1-16



## FACILITIES CONTRACTING COMMITTEE

### COMMITTEE MEETING MATERIALS

**AGENDA ITEM TITLE: Construction Contract Approval, College of Business Student Success Center, Mai**

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes
- No

FOR FULL BOARD CONSIDERATION:

- Yes  
*[Note: If yes, materials will also be included in the full UW Board of Trustee report.]*
- No

*Attachments are provided with the narrative—refer to Executive Session Materials Report.*

EXECUTIVE SUMMARY:

Pursuant to UW Regulation 6-9(III)(G), Administration is recommending that the Board approve entering into contact with a constructor for the College of Business Student Success Center.

University of Wyoming Operations publicly advertised for the project and bids were received on August 27<sup>th</sup>, 2020.

Private funding, in a not-to-exceed amount of \$2,800,000.00 (promissory note from Jonah Bank included as attachment) and major maintenance funding, in a not-to-exceed amount of \$300,000 will be used to complete the project.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

UW Regulation 6-9 states any project over \$500,000.00 is a capital construction project and requires authorization by the full Board prior to entering into contract with a constructor. The lowest bid received for completion of this project came in at \$1,375,000.00.

ACTION REQUIRED AT THIS COMMITTEE MEETING:

Board to authorize Administration to enter into contract with the lowest responsible bidder, GE Johnson Construction, Jackson, Wyoming.

PROPOSED MOTION:

“I move to recommend to the full board of trustees to authorize administration to enter into contract with GE Johnson Construction for \$1,375,000.00.”

## FACILITIES CONTRACTING COMMITTEE

### COMMITTEE MEETING MATERIALS

**AGENDA ITEM TITLE: Bus Maintenance Facility Revised Budget, Mai**

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes
- No

FOR FULL BOARD CONSIDERATION:

- Yes

*[Note: If yes, materials will also be included in the full UW Board of Trustee report.]*

- No

*Attachments/materials are provided in advance of the meeting.*

EXECUTIVE SUMMARY:

Administration continues work towards relocating Fleet and Transit Services from the Service Building north of Lewis Street to 2102 South 15<sup>th</sup> Street. Existing building renovations for the Fleet Auto Shop are complete. The new Bus Maintenance Facility on the site will replace the bus service and repair area currently located in the lower level of the Service Building.

At the January 2020 Board meeting, the Board approved the fleet and transit relocation project in an amount not to exceed \$2,779,260 to come from the Construction Reserve Account, and said account will be reimbursed from any awarded grants. This amount was planned to fund the existing building renovation and the new maintenance facility.

In April of 2020, the University applied for a Federal Transportation Authority (FTA) 5339(b) Bus and Bus Facilities Grant for additional funding to construct an approximately 12,000 SF attached enclosed bus storage facility, an approximately 6,400 SF attached open-air metal canopy, and an approximately 16,000 SF open-air free standing metal canopy, in addition to the new bus maintenance facility building. The University was notified it was awarded the FTA 5339(b) Grant on August 11, 2020.

GH Phipps Wyoming, Inc. as the Construction Manager at Risk on the project, has been working with Plan One Architects of Cody, Wyoming and representatives from UW Administration to develop the Guaranteed Maximum Price (GMP) for future consideration by the Board of Trustees. In addition to the facilities proposed to be constructed as part of the grant, planning and design will include a future fuel facility on the site for the University's fleet rental and transit system vehicles.

With the receipt of the grant in addition to proposed UW funding, the additional storage facilities in the proposed modified plan allow for future expansion and accommodate the long-term needs for the entirety of University fleet and transit system operations at the site and away from main

campus. The modified plan also includes necessary auto shop equipment and the renovation of the building (1602 Spring Creek) at the South Express Shuttle Lot for Transportation Services offices to include fleet rental services and parking services.

The Original Plan Budget and Modified Preferred Budget including associated project components are provided in the additional materials. Each plan lists project components and associated funding sources based on identified funding opportunities.

**WHY THIS ITEM IS BEFORE THE COMMITTEE:**

Pursuant to UW Regulation 6-9(III)(F), no modification to the project budget shall be made without review by the Facilities Contracting Committee and approval of the Board.

**ACTION REQUIRED AT THIS COMMITTEE MEETING:**

To accept the grant and finalize the GMP for the project, the administration is requesting the Facilities Committee make a recommendation to the full Board to modify the project budget.

**PROPOSED MOTION:**

“I move to allow the Administration to accept the FTA 5339(b) Grant in the amount of \$4,237,262, and authorize the Administration to utilize \$2,779,260 from the Construction Reserve Account, and utilize VP for Administration Unrestricted Operating Reserves in the amount of \$421,467 for a total not to exceed amount of \$7,437,989 for the Fleet and Transit Relocation project.”

**Bus Maintenance Facility- Revised Budget**

Original Plan Vs Modified Plan

Original Plan		Bus Maintenance Facility + Existing Auto Shop Renovations	Component Cost	Funding
<i>Expenditures</i>	1	New Maintenance Facility Project Costs - 5,262 sq. ft. shop, concrete apron, minimal asphalt	\$2,540,052.13	
	2	Existing Building (former McCarty Motors) Renovations (UW Self-Performed Work) - Complete	\$239,207.87	
	3	<b>Total Original Budget:</b>	<b>\$2,779,260.00</b>	
<i>Revenues</i>	4	Board Allocated Construction Reserves		\$2,779,260.00
	5	<b>Total Original Revenues:</b>		<b>\$2,779,260.00</b>
	6	Amount to Return to Construction Reserve Account		\$0.00

Modified Plan		Original Plan + New Facilities + Shop Equipment + 1602 Spring Creek Renovations	Component Cost	Revenue
<i>Expenditures</i>	1	New Maintenance Facility Project Costs - 5,262 sq.ft. shop, concrete apron, minimal asphalt	\$2,540,052.13	
	2	Existing Building (former McCarty Motors) Renovations (UW Self-Performed Work) - Complete	\$239,207.87	
	3	<b>ADD:</b> New Facilities and Site Improvements - 12,000 sq.ft. attached enclosed bus storage, 6,400 sq.ft. attached canopy, 16,000 sq.ft. free standing canopy, site asphalt, landscaping	\$4,186,052.00	
	4	Auto Shop Equipment - transit air compressor, tire balance machine, vehicle rack, tool boxes, alignment machine, tire machine, etc.	\$248,905.00	
	5	1602 Spring Creek (Old Still) Renovations (UW to Self-Perform Work) - asbestos abatement, roofing, flooring, interior/exterior finishes	\$223,772.00	
<i>Revenues</i>	6	<b>Total Modified Budget:</b>	<b>\$7,437,989.00</b>	
	7	Board Allocated Construction Reserves		\$2,779,260.00
	8	Federal Funding - Source FTA 5339(b) Bus and Bus Facilities Grant		\$4,237,262.00
	9	UW Funding - VP for Administration Unrestricted Operating Reserve		\$421,467.00
	10	<b>Total Modified Revenues:</b>		<b>\$7,437,989.00</b>
	11	Amount to Return to Construction Reserve Account		\$0.00



FUNDING SCENARIO LEGEND  
■ SCENARIO 1 - ORIGINAL PLAN  
■ SCENARIO 2 - MODIFIED PREFERRED PLAN



- FUNDING SCENARIO LEGEND
- SCENARIO 1 - ORIGINAL PLAN
  - SCENARIO 2 - MODIFIED PREFERRED PLAN