

**THE UNIVERSITY OF WYOMING**

**BOARD OF TRUSTEES'**

**REPORT & SUPPLEMENTAL MATERIALS**

**September 16-17, 2020**

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**  
**September 16-17, 2020**

*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.....6  
**Update:** Statewide Outreach – Seidel [*verbal update*]  
**Annual Report:** Office of Diversity, Equity, and Inclusion – Monago .....7  
**Annual Report:** Intercollegiate Athletics – Burman [*verbal update*]  
**Consideration and Action:** Family Medicine Residence Programs - FQHC Reorganization  
–Theobald/Evans.....8  
**Discussion:** Western Research Institute – Evans/Synakowski.....9  
**Annual Report:** UW Foundation Investments (per MOU) –Blalock/Mendicino/Treick .....14  
**Annual Report** of Expenditures MHRGC Facilities Maintenance Fund (per lease agreement)  
– Blalock .....16  
**Discussion:** Tuition Recommendations [*postponed from July meeting*] - Jewell  
**Annual Report:** Enrollment Management – Kyle Moore.....19  
**Consideration and Action:** UW Regulation 2-12 (Budget Reductions), and Budget Reduction Plan  
– Seidel .....20

**Trustee Committee Reports**

*Academic and Student Affairs Committee; Michelle Sullivan (Chair)*

*Biennium Budget Committee; John McKinley (Chair)*

*Facilities Contracting Committee; John McKinley (Chair)*

- Consideration and Action: Wyoming Public Radio Gillette, WY Site Lease Extension with Alpha Communications .....22
- Consideration and Action: Distance Education Center Lease Extension at Ft. Washakie with Wind River Development Fund.....30
- Consideration and Action: College of Business Student Success Center- Constructor Contract Authorization and FF&E Considerations .....44
- Housing EDAC & Site Selection [*Placeholder*]
- Bus Maintenance Facility Revised Budget (*consideration of federal grant receipt*) [*Placeholder*]

*Fiscal and Legal Affairs Committee; Macey Moore (Chair)*

*Trustees Research and Economic Development Committee; David Fall (Chair)*

*Vice President and Dean Search Committee; Laura Schmid-Pizzato (Chair)*

**Business Meeting**

Roll Call

Approval of Board of Trustees Meeting Minutes (*Public Session & Executive Session*)

- August 12, 2020, UW Board of Trustees Conference Call Meeting

**Consideration and Action:** Trustees' *Annual Schedule of Items to Approve, Discuss, or Report [postponed from July meeting]* - Marsh

**Information Item:** Annual Report, Finance and Administration's Report on balances, transactions and investment returns for the following reserve accounts: - Theobald

- Passenger Plane Reserve Account
- Risk Pool/ Litigation Reserve Account
- Residence Hall Reserve Account
- Recruitment and Retention Reserve Account
- Special Project Reserve Account
- Operating Reserve Account
- Construction Reserve Account

**Information Item:** Annual Report on new Temporarily Restricted Endowment accounts established during the last year – Jewell

Reports

ASUW

Staff Senate

Faculty Senate

Public Testimony [*Scheduled for Thursday, September 17, 11:00 – 11:30 a.m.*]

Committee of the Whole

Regular Business

Board Committee Reports [*Scheduled for Thursday, September 17 at 1:30 p.m.*]

### **Trustee Committees**

*[Note: Committees of the Board will provide reports during the regular work sessions and will not have a formal report to provide during the Business Meeting. Liaisons will provide a written report in advance of the regular Business Meeting.]*

### **Liaison to Other Boards**

- UW Alumni Association Board – Laura Schmid-Pizzato & Keener Fry
- Foundation Board – Jeff Marsh & David Fall
- Haub School of Environment & Natural Resources – Michelle Sullivan
- Energy Resources Council – Dave True

- Cowboy Joe – John McKinley

Proposed Items for Action:

- Approval of Agreements, Contracts, and Procurements – Evans
- Contracts and Grants – Jewell/Synakowski.....45
- Personnel – Appointment of Academic/Non Academic Employees – Alexander /Seidel

Information Only Items: *[no action, discussion or work session]*

- Contracts and Procurement Report (per UW Regulation 7-2) – Evans .....56
- Capital Construction Report – McKinley/Mai.....66
- Foundation Monthly Giving Report – Blalock

New Business

Date of Next Meeting: October 14, 2020 (conference call)

Adjourn Meeting

**AGENDA ITEM TITLE: COVID-19 Update, Seidel/Benham Deal/Jones/Laegreid**

**SESSION TYPE:**

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

[Committee of the Whole – Items for Approval]

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

**APPLIES TO STRATEGIC PLAN:**

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

**EXECUTIVE SUMMARY:**

An update will be provided on Phase I Return to Campus, including a report on the Bridge Sampling Program and ongoing planning for the Surveillance Testing Program, and an update on CARES funding received by the University to support COVID-19 specific activities. In addition, an early report on Phase II will be provided as well as an update on implementation of the contingency plan, if needed.

**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. In August, the Board approved the Decision Matrix for the Contingency Plan, with minor modifications.

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

For information.

**ACTION REQUIRED AT THIS BOARD MEETING:**

N/A

**PROPOSED MOTION:**

N/A

**PRESIDENT'S RECOMMENDATION:**

N/A

**AGENDA ITEM TITLE: Office of Diversity, Equity, and Inclusion Annual Update, Monago and Muir Welsh.**

**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:**

Selected highlights will be shared regarding diversity, equity, inclusion, and social justice (DEI/SJ), collaborations, partnerships, programs, and services launched during the 2019 – 2020 Academic Year by the Office of Diversity, Equity, and Inclusion and the Social Justice Research Center. The updates will also include sharing plans for this current academic year. The continued commitment and support of the Board of Trustees and President Dr. Edward Seidel for DEI/SJ and the advancement of inclusive excellence initiatives is deeply appreciated. Examples that demonstrate these commitments are: Trustee Laura Schmid-Pazzato’s continued participation on the Council on Diversity, Equity, and Inclusion since the 2018-2019 Academic Year to present; Trustee Dr. David Fall’s participation in one of eight virtual Black Lives Matter and/or COVID-19 Campus-Community Check-In Conversations held between April 2020 to July 2020; and President Seidel’s emphasis on inclusive excellence as an institutional priority. We continue to look forward to DEI/SJ remaining an institutional priority for the benefit of students, employees, the campus community, and society.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

N/A. Information only.

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

Annual update.

**ACTION REQUIRED AT THIS BOARD MEETING:**

N/A. Information only.

**PROPOSED MOTION:**

N/A. Information only.

**PRESIDENT’S RECOMMENDATION:**

N/A. Information only.

**AGENDA ITEM TITLE: Family Medicine Residence Program – FQHC Reorganization,**  
Theobald/Evans

**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 May, 2020, the University contracted with Larry Kaiser, M.D. to review governance and financial options for the Educational Health Center of Wyoming (EHCW), a federally qualified health centers (FQHC) that UW operates through our College of Health Sciences (CHS).

An FQHC differs from a university-operated clinic in that an FQHC receives much higher reimbursement rates from Medicaid and the opportunity to purchase pharmaceuticals at highly discounted prices. In return, an FQHC must comply with standards set by the Health Resources and Service Administration (HRSA), an agency of the U.S. Department of Health and Human Services. A 2018 federal audit of EHCW found that its governance structure and its financial management system are out of compliance with HRSA requirements.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

Since 2017, the Board of Trustees has received regular updates on this matter.

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

Dr. Kaiser has proposed a 4-step process over the next 12-24 months:

1. Review the composition of the clinic’s board.
2. Review UW’s involvement in the clinic board’s decision-making.
3. Recruit and hire a clinic CEO.
4. Review the family medicine residency program that UW operates at the FQHCs as part of on-going efforts to maintain excellence in preparing family medicine physicians.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Approve proposal to transition the clinic to independence over next 12-24 months, with EHCW operating its own administrative services.

**PROPOSED MOTION:**

“I move to direct President Seidel to transition EHCW to an independent FQHC.”

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.



**AGENDA ITEM TITLE: Western Research Institute, Synakowski/Evans**

**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.*

**EXECUTIVE SUMMARY:**

The UW Research Corporation is currently doing business as the Western Research Institute (WRI). This exclusive relationship allows for University of Wyoming Board of Trustees’ input into WRI’s Board of Directors, use of certain University resources, and shared use of University space.

As the University moves towards increasing technology transfer and collaborating with the State of Wyoming, the Community Colleges, the Wyoming Business Council, and other stakeholders on innovation and economic development, President Seidel and Vice President Synakowski recommend revisiting the existing structure and relationship with WRI to allow for new and broader use of the UW Research Corporation, including research, education and outreach efforts through technology transfer, innovation, business development and incubation, and partnerships with industry.

**Background**

In 1982, when the University acquired the U.S. Department of Energy’s Laramie Energy Technology Center (LETC) and created the UW Research Corporation, UW took ownership of the U.S. Bureau of Mines Building (9<sup>th</sup> and Lewis). The LETC also owned the Advanced Technology Center site (just north of the City limits on U.S. 287). The LETC’s primary mission was to study the production of oil from oil shale and, at the time, had stockpiles of processed and unprocessed oil shale. The North site was transferred directly to WRI, along with the equipment and patents held by LETC.

During this transfer, and through its Articles of Incorporation, WRI employees became the employees of the UW Research Corporation and not UW. Below is a summary of the involvement that UW has with WRI

University of Wyoming	WRI
--Trustees appoint the WRI Board of Directors --UW President (or designee) sits on WRI Board of Directors --UW employees eligible to serve as officers, employees or agents of WRI	--WRI pays its employees’ salaries and benefits (retirement, healthcare) --WRI is capitalized so that its total assets are sufficient to meet total liabilities --WRI holds separate meetings of the Board of Directors --WRI maintains separate corporate records and minutes of each Board meeting --WRI maintains separate books and accounts, handles its own billing and purchasing, and maintains its own separate IT equipment and specialized software

	<ul style="list-style-type: none"><li>--WRI qualifies under the definition of a public foundation contained in the Internal Revenue Code</li><li>--WRI owns the Advanced Technology Center site (its North site), and leases space from UW through an arm's length transaction</li><li>--WRI pays property tax on the North site</li><li>--All contracts are in WRI's name</li><li>--All intellectual property and patents are owned by WRI</li><li>--WRI pays UW for use of the uwyo domain and associated software</li><li>--All customer lists, etc. are owned by WRI</li><li>--Almost all WRI equipment is owned by WRI (some is owned by federal agencies)</li></ul>
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UW divested itself from WRI in the early 1990s when WRI took over control of its books, records, etc. The final change in structure would be to remove the Board of Trustees' responsibility to appoint the WRI Board of Directors, leaving intact sufficient and appropriate connections, in the form of a cooperating agency agreement, to promote continued collaboration in research and development.

In Fall 2014, the University proposed to the Board of Trustees that they vote on a resolution to finalize the change in governance structure of the University of Wyoming Research Cooperation. This item was tabled to allow WRI time to work through unintended consequences of the change in governance.

The University recommends that the Board vote on a resolution to finalize the change in governance structure of WRI. The University of Wyoming Research Corporation will remain its own entity, and WRI will create its own nonprofit corporation. The University will also negotiate a cooperating agency agreement with WRI, which will preserve beneficial aspects of the existing relationship and allow the University and WRI to continue to provide collaborative opportunities for faculty and students. Additionally, as a cooperating agency, WRI would receive a number of benefits, including access to campus facilities, athletic ticket discounts, parking permit privileges, collaboration on additional grants, and tuition waivers.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

At the October 20, 2014, Board of Trustees Conference call and the November 12-14, 2014, Board of Trustees Meeting, UW Administration discussed the proposed change in governance structure and the steps needed to effectuate this change.

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

The University of Wyoming Research Corporation is doing business as the Western Research Institute, with a governing board appointed by the Board of Trustees. Any change in governance would need Board of Trustees' approval.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Approval of a resolution supporting the UW administration's initiative to finalize the change in governance structure of WRI.

**PROPOSED MOTION:**

"I move that the Board approve the attached Resolution in Support of University of Wyoming Divestment from the Western Research Institute."

**PRESIDENT'S RECOMMENDATION:**  
The President recommends approval.

**TRUSTEES OF THE UNIVERSITY OF WYOMING**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION IN SUPPORT OF UNIVERSITY OF WYOMING DIVESTMENT FROM THE WESTERN RESEARCH INSTITUTE (WRI)**

**WHEREAS**, in February 1982, the Trustees of the University of Wyoming adopted a resolution directing University administration to discuss the acquisition of the Laramie Energy Technology Center, a federal facility owned by the United States Department of Energy; and

**WHEREAS**, as a result of the resolution, a proposal was made to the Department of energy to acquire and operate the Laramie Energy Technology Center as a non-federal laboratory under the auspices of the University of Wyoming Research Corporation; and

**WHEREAS**, the non-profit University of Wyoming Research Corporation was created, and what had been the Laramie Energy Technology Center, then became the University of Wyoming Western Research Institute (WRI); and

**WHEREAS**, the Articles of Incorporation (Articles) of the University of Wyoming Research Corporation were filed with the Wyoming Secretary of State on February 25, 1983, stating that the corporation was organized exclusively for educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

**WHEREAS**, in 1992-93, the Bylaws of the University of Wyoming Research Corporation were amended and the Articles were restated to allow WRI's Board of Directors to operate as a separate governing body and to include that the purpose of WRI was to carry on scientific research to aide Wyoming or the Rocky Mountain Region by attracting new industry to Wyoming or the Rocky Mountain Region or by encouraging the development of, or retention of, an industry; and

**WHEREAS**, the Internal Revenue Service determined that WRI qualifies under the definition of a public foundation contained in Section 509(a)(9) of the Internal Revenue Code, as WRI receives a substantial part of its support from government sources or from direct or indirect contributions from the general public; and

**WHEREAS**, WRI is independent and separate from the University as WRI maintains separate books and accounts and handles its own billing and purchasing, has a lease agreement with the University for the use of its facilities, is adequately capitalized so that its total assets are sufficient to meet total liabilities, holds separate meetings of the Board of Directors, and maintains separate corporate records and minutes of each board meeting.

**NOW, THEREFORE, THE UNIVERSITY OF WYOMING, BY AND THROUGH ITS TRUSTEES**, does hereby divest itself from the University of Wyoming Research Corporation

d/b/a Western Research Institute (WRI) by ridding itself of any and all control over WRI's Board of Directors; by transferring any remaining control over WRI's bank accounts, billing and purchases, and any other assets to WRI; and by releasing itself of any duties in connection with WRI. The University will remain its own entity, and WRI will create its own nonprofit corporation having no connection with the University.

An agreement will be signed by both parties detailing this divestment.

**PASSED AND APPROVED** by the Trustees of the University of Wyoming this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chair, Trustees of the University of Wyoming

ATTEST:

BY: \_\_\_\_\_

**AGENDA ITEM TITLE: Annual Investment Report of the UW Foundation,**  
 Mendicino/Blalock

SESSION TYPE:

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

[Committee of the Whole – Items for Approval]

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

APPLIES TO STRATEGIC PLAN:

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

EXECUTIVE SUMMARY:

The University of Wyoming Foundation’s endowment pool grew from \$535.5 million at the June 30, 2019 mark to \$589.0 million on June 30, 2020. This growth resulted from a combination of investment returns, new endowed gifts, estate gifts, reinvestment of funds available for appropriation, and transfers of university funds to be invested like endowments.

Total return for the fiscal year was 4.3% which is 2.7% less than our target return, 2.0% greater than our policy benchmark, and 1.0% less than 60% MSCI ACWI & 40% Barclays Aggregate.

Fiscal year 2020 should be viewed in the context of two periods: pre-COVID and COVID. Prior to the start of the pandemic, the UW Foundation portfolio returned 5.0% for the six months through December 31, 2019. This was 20 basis points behind our benchmark, but comfortably ahead on an annualized basis of our cost of capital, which effectively is payout to the university after fees and inflation. During the COVID period defined as December 31, 2019 through June 30, 2020, our estimated fiscal year total return fell 70 basis points. Although fund performance during the COVID period was slightly negative, it significantly outperformed our benchmark by more than 2.0%. For the entire fiscal year, however, we fell short of what we consider the more important benchmark—our cost of capital.

As of 6/30/20:

Manager/Strategy	Date	Rec.	Investment Size (\$ Million)	Benchmark	Manager Performance	Benchmark Performance	Excess Return	Excess PnL
Doubleline Shiller Enhanced CAPE	5/11/2020	Buy	60.0	S&P 500	11.12%	8.18%	2.94%	\$1,764,365
Fir Tree SPACs	1/22/2020	Buy	30.0	US Agg. Bond/ US ST TIPS	12.77%	4.03%	8.74%	\$2,620,813
Franklin Global Bond Fund	8/16/2019	Sell	11.4	US Agg. Bond	-3.42%	6.33%	9.75%	\$1,155,967
AlphaOne Small Cap Strategy	4/22/2019	Sell	7.7	S&P 500	-5.95%	9.19%	15.14%	\$1,171,260
Kohinoor Series 3	5/18/2020	Sell	7.0	60% MSCI ACWI/40% Barclays Agg	-0.04%	4.51%	4.54%	\$318,020
Prime Movers Lab Fund I	4/19/2019	Buy	7.0	US Venture Capital Cambridge Associates, 2018 Vintage Median Return	3.70%	-5.94%	9.64%	\$539,640
Momentum SPV I	6/6/2019	Buy	0.5	US Venture Capital Cambridge Associates, 2018 Vintage Median Return	N/A	N/A	N/A	Held at cost
Avanti	2/20/2020	Buy	2.0	N/A	N/A	N/A	N/A	Held at cost
Blockchain Capital Partners Fund V	2/20/2020	Buy	5.0	N/A	N/A	N/A	N/A	Held at cost
Prime Movers Lab Fund II	6/1/2020	Buy	5.0	N/A	N/A	N/A	N/A	Held at cost
<b>Total</b>								<b>\$7,570,065</b>

The UW Foundation’s internal investment team recognizes the need to position the portfolio to have the greatest probability of meeting our cost of capital which requires that we embrace risk in a thoughtful manner. During our first year just ended, we interviewed every active public manager including hedge funds. As a result, we partially redeemed from one manager and entirely from three others. In addition, we notified two others of our intention to completely redeem subject to liquidity windows. These actions and the subsequent reinvestment of the capital into new strategies and managers resulted in the following excess return (data through 8/26/20):

As of 8/26/20:

Manager/Strategy	Date	Rec.	Investment Size (\$ Million)	Benchmark	Manager Performance	Benchmark Performance	Excess Return	Excess PnL
Doubleline Shiller Enhanced CAPE	5/11/2020	Buy	60.0	S&P 500	27.5%	21.7%	5.8%	\$3,465,423
Fir Tree SPACs	1/22/2020	Buy	30.0	US Agg. Bond/ US ST TIPS	22.0%	5.0%	17.0%	\$5,109,720
Franklin Global Bond Fund	8/16/2019	Sell	11.4	US Agg. Bond	-4.0%	6.9%	10.9%	\$1,290,723
AlphaOne Small Cap Strategy	3/31/2020	Sell	7.7	S&P 500	2.0%	22.8%	20.9%	\$1,615,642
Kohinoor Series 3	5/18/2020	Sell	7.0	60% MSCI ACWI/40% Barclays Agg	2.2%	10.8%	8.6%	\$687,193
Prime Movers Lab Fund I	4/19/2019	Buy	7.0	US Venture Capital Cambridge Associates, 2018 Vintage Median Return*	3.7%	-5.9%	9.6%	\$539,640
Momentum SPV I**	6/6/2019	Buy	0.5	US Venture Capital Cambridge Associates, 2018 Vintage Median Return*	112.9%	-5.9%	118.8%	\$594,216
Momentum SPV II	7/28/2020	Buy	0.2	N/A	N/A	N/A	N/A	Held at cost
Covaxx SPV II	7/8/2020	Buy	0.5	N/A	N/A	N/A	N/A	Held at cost
Avanti	2/20/2020	Buy	2.0	N/A	N/A	N/A	N/A	Held at cost
Blockchain Capital Partners Fund V	2/20/2020	Buy	5.0	N/A	N/A	N/A	N/A	Held at cost
Prime Movers Lab Fund II	6/1/2020	Buy	5.0	N/A	N/A	N/A	N/A	Held at cost
<b>Total</b>								<b>\$13,302,556</b>

\*Using 3/31/20 values for manager and benchmark. Benchmark has 80 2018 vintage funds. 2018 is the latest vintage available. Technically we committed to PML Fund I in 2019, however the fund is a 2018 vintage. 2019 vintage returns would be comparably worse due to J-curve effects

\*\*Note: return is unrealized, based off of latest financing round, and is an estimate based on net proceeds and estimated dilution.

This past year was important for establishing the internal investment team and investment process, but there is still a lot of wood to chop. Our expectation is that we will have opportunities in the coming year to thoughtfully embrace risk and consequently expect to report better results in the coming year.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

Report presented annually at the September Board of Trustee meetings.

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

This reporting is part of the MOA between UW and the UW Foundation.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Request that the UW Board of Trustees accept the annual investment report of the UW Foundation.

**PROPOSED MOTION:**

I move to authorize acceptance of the annual investment report of the UW Foundation Board of Directors.

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.

**AGENDA ITEM TITLE: Annual Report of Expenditures MHRGC Facilities Maintenance Fund, Blalock**

**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:**

As part of the reporting process to the UW Board of Trustees, the UW Foundation presents a summary of the activity and remaining balance of the FF&E Replacement Fund for the Marian H. Rochelle Gateway Center as of the end of fiscal year 2020. Contributions from the university and the foundation to-date, interest earnings to-date, and expenditures to-date are included—giving the ending balance for the fund. A summary listing of the expenditure activity, as well as invoices of said activity, is also presented.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

Report presented annually at the September Board of Trustee meetings.

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

This reporting is part of the lease agreement between the UW Foundation and the UW Board of Trustees for the Marian H. Rochelle Gateway Center.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Request that the UW Board of Trustees accept the Annual Report of Expenditures MHRGC Facilities Maintenance Fund.

**PROPOSED MOTION:**

"I move to authorize acceptance of the Annual Report of Expenditures MHRGC Facilities Maintenance Fund."

**PRESIDENT'S RECOMMENDATION:**

The President recommends approval.



**University of Wyoming Foundation**  
**MHRGC - Reserve for Gateway FF&E Replacement**  
**Balance as of June 30, 2020**

	<u>Amount</u>
Funds Received from the University of Wyoming	\$ 829,000
Funds Received from the University of Wyoming Foundation	651,600
Funds Received from Interest Income	33,955
Expenditures To Date*	<u>(304,383)</u>
<b>Balance of Reserve for Gateway FF&amp;E Replacement to Date</b>	<b><u>\$ 1,210,172</u></b>

\*see attached expenditure detail sheet and invoices

**University of Wyoming Foundation**  
**MHRGC - Reserve for Gateway FF&E Replacement**  
**Detail of Expenditures to Date**

**FY2019**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
1/8/2019	Linx Multimedia, LLLP	Linx Projector	\$ 432.00
9/5/2018	Linx Multimedia, LLLP	Linx Projector	7,605.00
9/5/2018	Linx Multimedia, LLLP	Linx Projector	1,035.00
6/26/2019	The Stage Depot	New Stage	19,899.99
			<b>\$ 28,971.99</b>

**FY2020**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
10/15/2019	Sweetwater Sound	Replaced bad battery backup for Advent rack and added an additional	\$ 2,798.00
10/3/2019	Advent, LLC	Replacement monitors for Energy Wall and Areas of Distinction Wall	20,511.54
4/8/2019	Advent, LLC	Replace 3 bad fans, upgrade power distribution board, replace 2 bad fans, upgrade power distribution board, and replace interface board on wrap around video wall in the atrium	2,600.00
1/31/2019	Advent, LLC	New video monitors for Energy Wall and Areas of Distinction Wall	9,165.39
6/11/2019	University Operations	Fix boiler pump & work on lighting throughout MHRGC	4,476.27
11/4/2019	Crescent Electric	Control box to replace damaged box on east exterior Splash Wall	575.00
10/28/2019	Advent, LLC	Extendable wall mount for Energy Wall	707.69
11/18/2019	University Operations	Chiller Repair	1,640.19
2/12/2020	University Operations	Work on lights for MHRGC Wall Splash & overhead lighting	342.00
3/3/2020	Amazon.com	Computers to replace interview room video systems	3,923.76
3/4/2020	Amazon.com	Keyboards, Mice, Mounts, and cameras to replace interview room systems	2,704.41
3/13/2020	University Operations	Snow melt repair, lighting repair, walk-in cooler repair	2,522.90
	Various Ellucian Company	CRM Advance - Implementation expense	216,575.36
4/6/2020	Taft Engineering	Work on Boiler #2, gas actuator was not opening	1,571.74
4/8/2020	University Operations	Window repair, alarm repair, exterior wall splash	2,803.07
5/5/2020	University Operations	Boiler #1 in alarm twice	1,197.00
6/1/2020	University Operations	Cooler alarm & repairs	570.54
6/18/2020	University Operations	Repair walk-in cooler	280.15
	Various Various	Misc. small expenditures	446.06
			<b>\$ 275,411.07</b>

**Grand Total FY2019 & FY2020**

**\$ 304,383.06**

**AGENDA ITEM TITLE: 2020 Fall Census Enrollment Report, Kyle Moore**

**SESSION TYPE:**

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

[Committee of the Whole – Items for Approval]

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

**APPLIES TO STRATEGIC PLAN:**

Yes (select below):

- Driving Excellence
- Inspiring Students
- Impacting Communities

High-Performing University

No [Regular Business]

**EXECUTIVE SUMMARY:**

Enrollment numbers are considered final as of the 15<sup>th</sup> class day of each Fall and Spring semester. The 15<sup>th</sup> class day of Fall and Spring semesters, also known as the “Census” date, is used to report final enrollments to federal and state agencies and considered the official figures on enrollment for the term.

Numbers reported are final and reflect the enrollments as of September 14<sup>th</sup> 2020. Numbers reported will include:

- Total Headcount
- Transfer Headcount
- Student Credit Hours (SCHs)
- First-Time Headcount
- Headcount by Classification
- First-Time In/Out of State
- Transfer Student In/Out of State
- Graduate/Professional

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

This information is reported each September.

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

To keep the UW Board of Trustees up to date on enrollment figures.

**ACTION REQUIRED AT THIS BOARD MEETING:**

N/A

**PROPOSED MOTION:**

N/A

**PRESIDENT’S RECOMMENDATION:**

N/A

**AGENDA ITEM TITLE: UW Regulation 2-12 (Budget Reductions) and Budget Reduction Plan, Seidel**

**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 a letter to President Seidel and Chairman Marsh, dated July 27, 2020, Governor Gordon directed them “to plan now for a reduction in your block grant of 10 percent, equating to \$42.3 million. We will start reducing your quarterly payment accordingly”.

The FY2021 budget approved by the UW Board of Trustees did not anticipate such a level of revenue disruption. The table below outlines the reduced appropriations to achieve the \$42.3 million reduction.

	<b>2021-2022 Biennium Appropriation</b>	<b>One-time Carbon, Oil, &amp; Gas Investments Set Aside</b>	<b>Adjusted 2021-2022 Biennium Appropriation</b>	<b>10% Reduction</b>	<b>10% Reduced 2021-2022 Biennium Appropriation</b>
<b>State Aid (includes conditional endowment/ research grant matches)</b>	\$ 372,290,070	\$ 15,000,000	\$ 357,090,070	\$ (35,709,007)	\$ 336,381,063
<b>School of Energy Resources</b>	\$ 27,185,027	\$ 7,000,000	\$ 20,185,027	\$ (2,018,503)	\$ 25,166,524
<b>Tier 1 Engineering</b>	\$ 9,538,053	-	\$ 9,538,053	\$ (953,805)	\$ 8,584,248
<b>WWAMI Medical Residency</b>	\$ 17,339,793	-	\$ 17,339,793	\$ (1,733,979)	\$ 15,605,814
<b>NCAR MOU</b>	\$ 1,802,339	-	\$ 1,802,339	\$ (180,234)	\$ 1,622,105
<b>Family Medical Residency</b>	\$ 17,452,926	-	\$ 17,452,926	\$ (1,745,293)	\$ 15,707,633
<b>TOTAL</b>	<b>\$ 445,408,208</b>	<b>\$ 22,000,000</b>	<b>\$ 423,408,208</b>	<b>\$ (42,340,821)</b>	<b>\$ 403,067,387</b>

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

At the May 2020 meeting, the Board of Trustees reviewed and approved the FY2021 university budget.

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

According to UW Regulation 2-12, “Upon a determination that the fiscal year’s revenue may be insufficient to cover the projected expenses, the Board of Trustees shall direct the President to prepare a Budget Reduction Plan....The Plan shall be due to the Board within forty-five (45) days of solicitation. The Board of Trustees may approve, modify and approve, or reject the Budget Reduction Plan.”

**ACTION REQUIRED AT THIS BOARD MEETING:**

By UW Regulation 2-12, “based on constitutional and statutory authority and notwithstanding any other UW Regulation, in the event of insufficient institutional revenue or state imposed budget cuts, the Board of Trustees may impose budget restrictions or budget reductions” by directing President Seidel to create a budget reduction plan.

Outlined below are the steps the University has taken to date as well as a tentative plan and timeline for moving forward with the implementation of these cuts on campus.

1. **May 2020:** Following the Governor’s directive, Acting President Theobald imposed a requirement that all vacant positions are reviewed prior to recruiting to fill and all contracts over \$100,000 are reviewed by administration prior to approval.
2. **June 2020:** President Designate Seidel formed a Budget Reduction Working Group and provided themes to move the University toward the 21st century land grant mission. This group was charged with developing initial dialogue and potential plans to address 10% and 20% reductions – through both cuts and revenue enhancement/growth.
3. **August 2020:** President Seidel discussed budget reductions with the UW Board of Trustees Budget Committee. Subsequently, President Seidel and Chairman Marsh met with Governor Gordon and discussed an outline of UW’s approach to lowering its biennial general fund state appropriation by 10 percent and 20 percent respectively.
4. **Mid October 2020:** The Budget Reduction Working Group will provide President Seidel with its preliminary spending reduction recommendations.
5. **Late October 2020:** The Budget Reduction Working Group will provide President Seidel with its final spending reduction recommendations.
6. **Early November 2020:** President Seidel develops a budget reduction plan and submits it to the UW Board of Trustees
7. **November 2020:** UW Board of Trustees vote to accept, modify and accept, or reject President Seidel’s budget reduction plan

**PROPOSED MOTION:**

“I move to direct President Seidel to prepare a Budget Reduction Plan that complies with Regulation 2-12, which will be submitted to the Board for approval.”

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.

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

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

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

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

ACTION REQUIRED AT THIS BOARD MEETING:

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

**PROPOSED MOTION:**

“I move to authorize Administration to execute the Lease Agreement with Alpha Communications as presented to the Board.”

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.



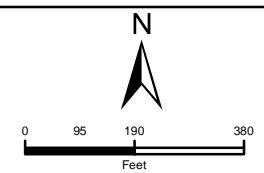


Wyoming Public Radio  
Gillette, WY



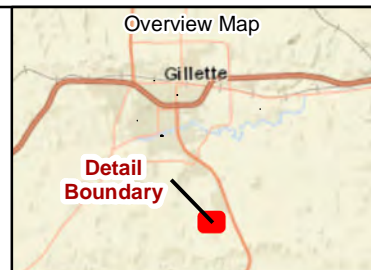
Site Lease Extension with Alpha Communications  
Wyoming Public Radio  
Gillette, WY

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.

**LEASE AGREEMENT  
BETWEEN  
ALPHA COMMUNICATIONS  
AND  
THE TRUSTEES OF 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.
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.

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

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

**LESSOR:**  
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.

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

**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

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**LESSEE:**

University of Wyoming Board of Trustees

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Neil Theobald

Senior Vice President for Finance and Administration

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

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 Wind River Development Fund.

**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 Wind River Development Fund as presented to the Board."

**PRESIDENT'S RECOMMENDATION:**

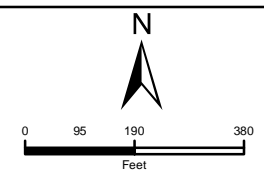
The President recommends approval.





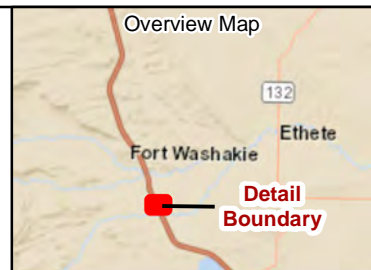
Distance Education Center Lease Extension  
with Wind River Development Fund  
Frank B. Wise Business Plaza  
#3 Ethete Road, Ft. Washakie, WY

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



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Encl

**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.

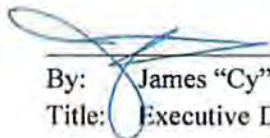
**18.9 Merger of Negotiations.** All negotiations between the parties are merged into this Lease Agreement and there are no undertakings or agreements other than those incorporated herein. This Lease Agreement may not be modified, except by an instrument in writing duly executed by the parties. WRDF 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

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

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

May 2019 - Board of Trustees approved moving forward with Level II and III planning for the College of Business Student Success Center.

August 2019 - Board of Trustees authorized negotiations with the highest-ranking design team, TDSI.

March 2020 - Board of Trustees tabled the recommendation on a project delivery method until acceptable funding sources were identified.

July 2020 – Board of Trustees approved Design-Bid-Build as the delivery method for the project and authorized public advertisement for construction.

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

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 BOARD MEETING:**

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

**PROPOSED MOTION:**

“I move to authorize administration to enter into contract with GE Johnson Construction for \$1,375,000.00.”

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.

**AGENDA ITEM TITLE: Approval of Contracts and Grants Report, Synakowski**

**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:**

The Division of Research and Economic Development provides a list of all Contract and Grants awarded to the University of Wyoming. This report provided data on a monthly basis. Attached is a list of all research grants and contracts awarded during July and August of the first quarter of FY21.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

At each meeting the Board approves or disapproves the Contract and Grants Report.

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

UW Regulation 5-2 requires that all research grants, contracts and gifts be accepted or rejected by the Board.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Board approval or disapproval of the Contract and Grants Report.

**PROPOSED MOTION:**

I move to approve the Contract and Grants Report as presented to the Board.

**PRESIDENT'S RECOMMENDATION:**

The President recommends approval.

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Battelle Energy Alliance	15,572.00	Mike Borowczak	Computer Science	INL-CAES Summer Visiting Faculty Program - Borowczak 2020
BP Amercia Production Company	250,000.00	Dario Grana	School of Energy Resources Directors Office	Bayesian Learning Consortium
Bureau of Land Management/Department of the Interior	165,000.00	Robert Field	UWYO	Air Quality Assessment and Outreach Program in Wyoming
Bureau of Land Management/Department of the Interior	7,000.00	Bonnie Heidel	Wyo Natural Diversity Database	Wyoming Blowout Penstemon Seedling Monitoring RM CESU
Chapman University	69,998.00	Daniel Laughlin	Botany	Applying Trait-Based Models to Achieve Restoration Targets in Rangelands
Code.org	74,330.00	Mike Borowczak	Computer Science	CODE.ORG Regional Partner K-12 Agreement
Colorado State University	52,647.00	Md Islam	Plant Sciences	Increasing Yield, Quality, and Economy of Alfalfa Hay through Grass Species Selection and Planting Configuration
Colorado State University	6,000.00	John Scasta	Ecosystem Science & Management	Southern Rockies Fire Science Network
Corporation for Public Broadcasting	319,616.00	Christina Kuzmych	Wyoming Public Media	FY 2020 Radio Community Service Grant - Unrestricted
Defense Advanced Research Project Agency	938,370.00	Thomas Boothby	Molecular Biology	Utilizing Intrinsically Disordered Proteins and co-solutes to induce reversible biostasis in human whole blood
Department of Defense	9,620.00	David Aadland	Economics	Assessing and Predicting Replicability of Social-Behavioral Science Findings
Department of Education	3,306,790.00	Alexander Kean	General University Operations	University of Wyoming CARES ACT Higher Education Emergency Relief Fund - Institutional Costs
Department of Education	502,688.00	Debra Hintz	Scholarships & Financial Aid	Federal Work Study Program 2020-2021
Department of Education	380,400.00	Debra Hintz	Scholarships & Financial Aid	D-ED SEOG Grant 2020-2021
Department of Education	1.00	Debra Hintz	Scholarships & Financial Aid	Direct Student Loans 2020-2021
Department of Energy	209,708.00	Bart Geerts	Atmospheric Science	Mixed-Phase Convective Clouds in the Polar Marine Boundary Layer
Department of Energy	285,908.00	TeYu Chien	Physics & Astronomy	Investigation of topologically trivial and non-trivial spin textures and their relationships with the topological Hall effect
Health Resources and Services Administration/DHHS	96,750.00	Canyon Hardesty	Wyoming Institute for Disabilities WIND	Wyoming Family to Family Health Information Center 2020-2021
Health Resources and Services Administration/DHHS	755,000.00	Christine McKibbin	Psychology	Geriatrics Workforce Enhancement Program (GWEP) – Core FY21
Health Resources and Services Administration/DHHS	90,625.00	Christine McKibbin	Psychology	Geriatrics Workforce Enhancement Program COVID
Health Resources and Services Administration/DHHS	278,254.00	David Jones	Medical Education Administration Division	FY 2020 Expanding Capacity for Coronavirus Testing (ECT)
Health Resources and Services Administration/DHHS	499,657.00	Nancy McGee	Laramie Clinic	Nurse Education, Practice, Quality, and Retention - Interprofessional Collaborative Practice

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Health Resources and Services Administration/DHHS	442,392.00	Beth Robitaille	Medical Education Administration Division	Residency Training in Primary Care
Health Resources and Services Administration/DHHS	114,972.00	David Jones	Medical Education Administration Division	CARES Act Provider Relief Fund
Health Resources and Services Administration/DHHS	103,253.23	David Jones	Medical Education Administration Division	CARES Act Provider Relief Fund - Rural
Jupiter Oxygen Corporation	222,575.00	Steven Carpenter	Enhanced Oil Recovery Institute	Carbon Capture Utilization and Storage Study for PacifiCorp Dave Johnston Power Plant - SOW 2 (FEED Study)
Leonardo Technologies, Inc.	5,670.00	Steven Carpenter	Enhanced Oil Recovery Institute	Wyoming CO2 Resource Study (C142-C004/Task Order 3)
Library of America	1,200.00	Cynthia Hughes	Libraries Resource Discovery & Management	Lift Every Voice Programming Series about African American Poetry
Library of America	1,200.00	Cynthia Hughes	Libraries Resource Discovery & Management	Lift Every Voice Programming Series about African American Poetry
National Aeronautics & Space Administration	760,000.00	Shawna McBride	Physics & Astronomy	National Space Grant College and Fellowship Program - Opportunities in NASA STEM FY 2020-2024: Wyoming NASA Space Grant Consortium Proposal
National Aeronautics & Space Administration	170,777.00	Zachary Lebo	Atmospheric Science	19-ATDM19-0075 Two-way momentum coupling between hydrometeors and small-scale air motions: Effects on precipitation and drop size distributions
National Aeronautics & Space Administration	32,874.00	Hannah Jang-Condell	Physics & Astronomy	Transporting Planet-Forming Material Over the Protoplanetary Disk Lifetime
National Cattlemen's Beef Association	8,000.00	Cody Gifford	Animal Science	A Review of Current Red Meat Consumption in the US
National Institute of General Medical Sciences/NIH/DHHS	3,484,798.00	Robert Seville	INBRE Program	Wyoming IDEa Networks for Biomedical Research Excellence (Phase 4) Year 1
National Institute of General Medical Sciences/NIH/DHHS	536,174.00	David Fay	Molecular Biology	In vivo regulation of the extracellular matrix
National Institute of Standards & Technology/Technology Administration/DOC	97,000.00	Rocky Case	Manufacturing Works	2020 CARES Act National Emergency Assistance Program COVID-19 MEP Client Relief Program
National Institutes of Health (DHHS)	144,500.00	William Todd	Zoology & Physiology	Parsing the pathways of circadian dysfunction and sundowning-related behavioral aggression in dementia and Alzheimer's disease
National Institutes of Health (DHHS)	2,657,007.00	Peter Nathanielsz	Animal Science	Womb to Tomb: Developmental Programming and Aging Interactions in Primates - Year 3
National Institutes of Health/DHHS	25,000.00	Jesse Gatlin	Molecular Biology	Mechanics of Microtubule Aster Growth and Positioning
National Science Foundation	29,598.00	Michael Cheadle	Geology & Geophysics	Year 1: Collaborative Research: Tracking the thermal and petrologic evolution of magmatically robust fast spread lower ocean crust
National Science Foundation	43,059.00	Andrew Parsekian	Geology & Geophysics	EAGER: Thermokarst Lake Carbon Gas Emission Estimates and Scaling



Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
National Science Foundation	98,758.00	Daniel Dale	Physics & Astronomy	REU +H46:H132Site: Wyoming Astronomy
National Science Foundation	18,271.00	Jacob Goheen	Zoology & Physiology	Collaborative Research: Integrating the core-satellite and resource-breadth hypotheses in small mammal communities: field tests of a macroecological pattern
National Science Foundation	90,372.00	Kimberly Lau	Geology & Geophysics	Collaborative Research: Using Ca, Sr, Mg, and Fe isotope proxies to constrain redox and continental weathering during Ocean Anoxic Event 2
National Science Foundation	299,392.00	Mark Gomelsky	Molecular Biology	Collaborative Research: Near-Infrared light-controlled beta-cells
National Science Foundation	224,786.00	Dana Caulton	Atmospheric Science	Collaborative Research: Ammonia Phase PARTitioning and Transport (APART)
National Security Agency	89,909.00	Andrea Burrows	School of Teacher Education	GenCyber Wyoming: Inspiring Cybersecurity Champions
New Mexico Institute of Mining and Technology	133,333.00	Maohong Fan	Chemical Engineering	Carbon Utilization and Storage Partnership (CUSP) for the Western USA
Regents of the University of Michigan	49,517.00	Travis Brown	School of Pharmacy	Exploring the Link Between Reactive Oxygen Species and CP-AMPA Up-Regulation in Addiction
Resources for the Future	99,980.00	Stephen Newbold	Economics	Valuing Satellite Data for Harmful Algal Bloom Early Warning Systems
Sandia National Laboratories	93,333.00	Jonathan Naughton	Mechanical Engineering	Rotor Wake and Validation and Verification Activities for Wind Energy
United States Tennis Association	2,000.00	Erica Medlin	Womens Tennis	Facility Recovery Grant Award: UW Indoor Tennis Complex
University of Notre Dame	112,752.00	Donald Jarvis	Molecular Biology	Engineering optimized N-glycosylation in the silkworm silk gland protein expression system
University of Utah	43,214.00	Mary Hardin-Jones	Communication Disorders	A comparative effectiveness study of speech and surgical treatments using a Cleft Palate Registry/Research Outcomes Network
University of Wyoming	67,400.00	Wendy Berelson	Wyoming Geographic Information Science Center	Enterprise Geographic Information System FY2021
Various Sponsors	148.92	Jill Kline	Small Business Development Center	Program Income for FY18 SBDC SBA
Various Sponsors	158.34	Jill Kline	Small Business Development Center	Market Research Center Program Income
Various Sponsors	84,949.56	David Jones	Laramie Clinic	New Access Point - Program Income 2020-2022
Various Sponsors	11,195.44	Rocky Case	Manufacturing Works	Program Income - NIST Year 3
Various Sponsors	3,200.00	Martha Inouye	Science & Math Teaching Center	SMTC: Supporting Professional Development for Wyoming Science Content and Performance Standards - Program Income
Various Sponsors	7,500.00	Sandra Root-Elledge	Wyoming Institute for Disabilities WIND	VARIOUS SPONSORS UAP TRAINING
Various Sponsors	10,400.00	Gary Beauvais	Wyo Natural Diversity Database	VAR SPON DATABASE MANAGEMENT



Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
WY Business Council	10,000.00	Jill Kline	Small Business Development Center	Gro-Biz Conference and Idea Expo 2020-2021
WY Business Council	75,249.00	Hayley Bryant	VP for Research & Economic Development Office	TTO - WY Business Resource Network Funding 2020-2021
WY Business Council	292,476.00	Jill Kline	Small Business Development Center	MRC - WY Business Resource Network Funding 2020-2021
WY Business Council	133,887.00	Jill Kline	Small Business Development Center	PTAC - WY Business Resource Network Funding 2020-2021
WY Business Council	763,778.00	Jill Kline	Small Business Development Center	SBDC - WY Business Resource Network Funding 2020-2021
WY Business Council	235,628.00	Jill Kline	Small Business Development Center	WSSI - WY Business Resource Network Funding 2020-2021
WY Business Council	572,353.00	Rocky Case	Manufacturing Works	Manufacturing Works - WY Business Resource Network Funding 2020-2021
WY Business Council	407,939.00	David Bohling	IMPACT 307	WTBC - WY Business Resource Network Funding 2020-2021
WY Dept of Health	106,774.00	Janelle Simpson	Wyoming Survey & Analysis Center	Annual Synar Surveys and Coverage Study FY 2019
WY Dept of Health	368,271.00	Laran Despain	Wyoming Survey & Analysis Center	Tobacco Prevention and Control Program Evaluation 2019-2020
WY Dept of Health	182,900.00	Christine McKibbin	Wyoming Institute for Disabilities WIND	2018 Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management Education Programs Financed by the Prevention and Public Health Fund
WY Dept of Health	228,200.00	Rodney Wambeam	Wyoming Survey & Analysis Center	Provide Substance Abuse Prevention Evaluation Services per the Federal Substance Abuse Prevention and Treatment Block Grant (SAPT BG) Requirements of the Substance Abuse and Mental Health Services Administration 2019
WY Dept of Health	14,126.00	Esther Gilman-Kehrer	School of Nursing	Wyoming Maternal Mortality Review Committee Abstractor
WY Dept of Health	349,776.48	Kem Krueger	School of Pharmacy	Evidence-based integrated pharmacy model to address diabetes, hypertension, and cholesterol self-management
WY Dept of Health	624,000.00	Sandra Root-Elledge	Wyoming Institute for Disabilities WIND	Administration of the Inventory for Client and Agency Planning (ICAP) Assessment Tool (F21-22)
WY Dept of Transportation	75,000.00	Kam Weng Ng	Civil & Architectural Engineering	Comprehensive Field Load Test and Geotechnical Investigation Program for Development of LRFD Recommendations of Driven Piles on Intermediate GeoMaterials
WY Dept of Transportation	150,000.00	Khaled Ksaibati	Civil & Architectural Engineering	A Monitoring Program for Wyoming County Paved Roads 2020
WY Dept of Transportation	75,000.00	Kam Weng Ng	Civil & Architectural Engineering	Improving Design and Construction of Transportation Infrastructure through Bedrock Characterization- 80% Federal Funds
WY Game + Fish	150,000.00	Kevin Monteith	Wyoming Coop Unit	Deer-Elk Ecology Research Project (WYGF)

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
WY State Parks & Historic Sites	7,350.00	James Fried	Dining	Creating 1 mile of trail at Curt Gowdy, tent pad sites, benches, fire rings 2020
WY Workforce Services	452,522.00	Gideon Jacobs	Civil & Architectural Engineering	Construction Workforce Training
WY, State of (Treasurer)	7,398,000.00	Alexander Kean	Budget & Institutional Planning	Coronavirus Relief Fund - PPE
Wyoming Game and Fish Department	30,000.00	Kevin Monteith	Wyoming Coop Unit	The Wyoming Range Mule Deer Project: Carryover Effects and Factors Limiting Recovery from a Severe Winter
Wyoming Game and Fish Department	70,631.00	Annika Walters	Wyoming Coop Unit	Yellowstone Cutthroat Persistence Mechanisms
Wyoming Game and Fish Department	52,713.00	Annika Walters	Wyoming Coop Unit	Evaluating the Use of Redd Counts in Monitoring Snake River Cutthroat
Wyoming Game and Fish Department	80,750.00	Matthew Kauffman	Wyoming Coop Unit	Evaluating the Influence of Wind Energy on the Movement, Distribution, and Habitat Quality of Pronghorn
Wyoming Game and Fish Department	134,335.00	Annika Walters	Wyoming Coop Unit	Seasonal Movement of Roundtail Chub in the Blacks Fork Drainage
Wyoming Game and Fish Department	60,673.00	Annika Walters	Wyoming Coop Unit	Evaluating the effects of Brook Stickleback on native nongame fishes
Wyoming Game and Fish Department	80,571.00	Anna Lisa Chalfoun	Wyoming Coop Unit	Habitat Selection and Quality of Wood Frogs in the Bighorn Mountains
Wyoming Game and Fish Department	40,000.00	Matthew Kauffman	Wyoming Coop Unit	Coop Unit Base Funding - FY20 (Amended Start Date 7/1/2019)
Wyoming Game and Fish Department	42,356.89	Annika Walters	Wyoming Coop Unit	Statewide Crayfish Survey
Wyoming Game and Fish Department	52,704.00	William Fetzer	Zoology & Physiology	Evaluation of factors impacting Kokanee Salmon in New Forks Lakes

Externally Funded Projects \$32,052,515.86

CARES funding 11,388,894.23

all other externally funded projects 20,663,621.626

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Administration for Community Living/DHHS	571,732.00	Sandra Root-Elledge	Wyoming Institute for Disabilities WIND	University Center of Excellence in Developmental Disabilities (UCEDD)
Agricultural Research Service/Department of Agriculture	58,000.00	Kelly Crane	College of Agriculture & Natural Resources Deans Office	Enhancing Stakeholder Capacity for Risk Management and Adaptation in a Changing Climate in the Northern Plains
Agriculture Sciences, Inc.	1,000.00	James Heitholt	Agriculture Experiment Station	Effects of Agrispon on Sugarbeet Grown at Two N Rates
American Heart Association	100,000.00	Guanglong He	School of Pharmacy	Targeting the Underlying Information in Obesity-Associated Myocardial Dysfunction
Battelle Energy Alliance	13,400.00	Patrick Johnson	Chemical Engineering	Center for Advanced Energy Studies Advanced Manufacturing Proposal Program Development Activities
Battelle Energy Alliance	18,491.00	Dilpuneet Aidhy	Mechanical Engineering	2020 CAES Summer Visiting Faculty Program Aidhy UW
Battelle Energy Alliance	19,817.00	Xiang Zhang	Mechanical Engineering	CAES Summer Visiting Faculty Program - Zhang UW
Battelle Energy Alliance	19,817.00	Nga Nguyen	Electrical & Computer Engineering	CAES Summer Visiting Faculty Program - Nguyen UW
Battelle Energy Alliance	20,000.00	Tara Righetti	School of Energy Resources Directors Office	Program Development Collaborations with the University of Wyoming
Boise State University	307,072.00	Rongsong Liu	Mathematics & Statistics	RII Track-2 FEC: Genomics Underlying Toxin Tolerance (GUTT): Identifying Molecular Innovations that Predict Phenotypes of Toxin Tolerance in Wild Vertebrate Herbivores
Bureau of Land Management/Department of the Interior	100,000.00	Kevin Monteith	Haub School of Environment & Natural Resources	The Wyoming Range Mule DEER Project: Carryover Effects and Factors Limiting Recovery from a Severe Winter RM CESU
Department of Education	93,062.00	Christina Millemon	Student Educational Opportunity	Educational Opportunity Centers-EOC1(South)_(2020-2021)
Department of Education	44,089.00	Christina Millemon	Student Educational Opportunity	Educational Opportunity Centers-EOC2(North)_(2020-2021)
Department of Education	891,648.00	Debra Hintz	Scholarships & Financial Aid	Direct Student Loans 2019-20
Department of Education	91,698.77	Debra Hintz	Scholarships & Financial Aid	Pell Grant 2019-20
Department of Education	1.00	Debra Hintz	Scholarships & Financial Aid	Pell Grant 2020-2021
Department of Education	1.00	Debra Hintz	Scholarships & Financial Aid	D-ED Teacher Education Assistance for College & Higher Ed (TEACH) 2020-2021
Department of Education	445,410.00	Paul Hesco	Student Educational Opportunity	Student Success Services 2020-2021
Department of Energy	249,938.00	Scott Quillinan	School of Energy Resources Directors Office	Commercial-Scale Carbon Storage Complex Feasibility Study at Dry Fork Station, Wyoming
Department of Energy	252,934.00	Katie Li-Oakey	Chemical Engineering	Tunable, nanoporous, two-dimensional Covalent Organic Frameworks for size and charge separations
Department of Energy	50,000.00	Bart Geerts	Atmospheric Science	Numerical Simulations of Cold Air Outbreaks Using a Multi-Scale Modeling Framework

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Forest Service (USDA)	54,000.00	George Jones	Wyo Natural Diversity Database	Climate Change Vulnerability Assessment for rare species and unique ecosystems in the Black Hills and Bear Lodge Mountains
GlycoBac	38,623.26	Donald Jarvis	Molecular Biology	Insect cell lines for glycoprotein structural biology and mannose-dependent protein drugs
Knobloch Family Foundation	226,400.00	Brant Schumaker	Veterinary Science	Environmental pathways of chronic wasting disease transmission
Los Alamos National Laboratory	25,287.43	Ye Zhang	Geology & Geophysics	Modeling and Uncertainty Analysis of CO2 Storage and Brine Production in Kevin Dome, Montana
Microsoft Corp	25,800.00	Andrea Burrows	School of Teacher Education	GA Funding from Microsoft for the Code.org Regional Partnership
Muley Fanatic Foundation	5,000.00	Matthew Kauffman	Wyoming Coop Unit	Red Desert to Hoback Mule Deer Project FY20
National Aeronautics & Space Administration	30,593.00	Ellen Currano	Botany	Surviving a mass extinction: Lessons from the post K-Pg fern spike
National Aeronautics & Space Administration	151,170.00	Hannah Jang-Condell	Physics & Astronomy	Joint Appointment with NASA (IPA)
National Aeronautics & Space Administration	99,974.00	Shawna McBride	Physics & Astronomy	20-EPSCoR2020-0045; Appendix F: GSFC Computational and Information Sciences and Technology Office (CISTO): Environmental FeatureRecognition: A Hybrid Machine Learning and Statistical Method for Environmental Feature Recognition
National Institute of Food and Agriculture/Department of Agriculture	169,604.00	Scott Schell	UWYO	UW-IPM Extension Team Crop Protection and Pest Management-Extension Implementation Program Projects
National Institute of Food and Agriculture/Department of Agriculture	286,792.00	John Ritten	Agriculture Experiment Station	McIntire-Stennis Capacity FY20
National Institute of Food and Agriculture/Department of Agriculture	753,146.00	John Ritten	Agriculture Experiment Station	Hatch-Multistate Capacity (FY20)
National Institute of General Medical Sciences/NIH/DHHS	289,657.00	Daniel Wall	Molecular Biology	Kin Recognition and Outer Membrane Exchange Regulate Social Interactions in Myxobacteria 2020-2021 (Year 9)
National Institute of General Medical Sciences/NIH/DHHS	2,030,998.00	Qian-Quan Sun	Zoology & Physiology	Wyoming Sensory Biology COBRE - Administrative Core Year 4
National Science Foundation	46,000.00	Corey Tarwater	Zoology & Physiology	NSF Graduate Research Fellows Program (GRFP) - Samuel Case
National Science Foundation	46,000.00	Hannah Jang-Condell	Physics & Astronomy	NSF Graduate Research Fellows Program (GRFP) - Cristilyn Gardner
National Science Foundation	46,000.00	Merav Ben-David	Zoology & Physiology	NSF Graduate Research Fellows Program (GRFP) - Emily Quallen
National Science Foundation	46,000.00	Sarah Benson-Amram	Zoology & Physiology	NSF Graduate Research Fellows Program (GRFP) - Christina Sluka
National Science Foundation	46,000.00	Erica Belmont	Mechanical Engineering	NSF Graduate Research Fellows Program (GRFP) - Luke McLaughlin
National Science Foundation	46,000.00	Jay Norton	Mechanical Engineering	NSF Graduate Research Fellows Program (GRFP) - Hannah Rodgers

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
National Science Foundation	46,000.00	Michael Brotherton	Physics & Astronomy	NSF Graduate Research Fellows Program (GRFP) - Theodora Esperanza Zastrocky
National Science Foundation	11,291.00	Bryan Shuman	Geology & Geophysics	Collaborative Research: Causes and Consequences of Fire-regime Variability in Rocky Mountain Forests - New IC Rate
National Science Foundation	72,753.00	Jefferson Snider	Atmospheric Science	Hotplate Precipitation and Wind Measurement Improvement
National Science Foundation	179,992.00	Kevin Chamberlain	Geology & Geophysics	COLLABORATIVE RESEARCH: Paleomagnetism and Geochronology of Mafic Dikes in Morocco, Reconstructing West Africa in Proterozoic Supercontinents
National Science Foundation	302,322.00	Mengqiang Zhu	Ecosystem Science & Management	Collaborative Research: Climate effects on Mn oxidation states in soils and Mn/SOM interactions
New Mexico Department of Health	200,000.00	Laura Feldman	Wyoming Survey & Analysis Center	Evaluation of NM 1815 FY 21
Outride	83,719.00	Cynthia Hartung	Psychology	The Impact of Riding for Focus in Physical Education on Life Skills Development and Participation in Extracurricular Cycling Opportunities in Middle School Students and "Acute Effects of High-Intensity Interval Training (HIIT) via Cycling on Executive Functioning (EF) in Middle School Students with
Pilot Hill Inc.	11,500.00	James Fried	Dining	Fence analysis and maintenance on eastern and northern boundary
Radiation Monitoring Devices, Inc	111,423.00	Jeffrey French	Atmospheric Science	Airborne Testing of New Holographic Cloud Particle Imaging (HCPI) Probe
Southwest Research Institute	222,026.00	Richard Horner	School of Energy Resources Directors Office	Flameless Pressurized Oxy-Combustion Large Pilot Design, Construction and Operation
Teton Conservation District	7,859.99	Anna Lisa Chalfoun	Wyoming Coop Unit	Using Recorders to Assess Population Trends for Great Gray Owls in Teton County
Trinity College	20,410.00	Alison Looby	Psychology	Preventing Prescription Stimulant Diversion and Medication Misuse Via a Web-Based Simulation Intervention
U.S. Fish & Wildlife Service/Department of the Interior	122,478.42	Frank Rahel	Zoology & Physiology	Research and Monitoring of Wyoming Toad Reintroductions
Utah State University	329,464.00	James Freeburn	UW Extension	WESTERN REGION SARE Professional Development Program
Various Sponsors	546.25	Jill Kline	Small Business Development Center	Market Research Center Program Income
Various Sponsors	2,083.88	Christine Hime	Family & Consumer Sciences	Departmental Research Support
Various Sponsors	3,500.00	Martha Inouye	Science & Math Teaching Center	SMTC: Supporting Professional Development for Wyoming Science Content and Performance Standards - Program Income
Various Sponsors	9,645.00	John Scasta	Ecosystem Science & Management	Bighorn National Forest - Tongue District Rangeland Monitoring
Various Sponsors	23,746.63	Rocky Case	Manufacturing Works	Program Income - NIST Year 4

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Various Sponsors	1,250.00	Jennifer Thompson	College of Agriculture & Natural Resources Deans Office	VAR SPON WY BACKYARDS TO BARNYARDS AN EDUCATIONAL NEWSLETTER FOR WY SMALL ACRE ENTHUSIAST.THOMPSON
Various Sponsors	8,130.00	Gary Beauvais	Wyo Natural Diversity Database	VAR SPON DATABASE MANAGEMENT
WY Dept of Health	181,671.00	Canyon Hardesty	Wyoming Institute for Disabilities WIND	Wyoming Telehealth Network
WY Dept of Health	800,000.00	Bledar Bisha	Animal Science	Sampling wastewater influent as a surveillance tool for the presence of SARS-CoV-2 in Wyoming communities
WY Water Development Commission	243,888.00	Sarah Collins	Zoology & Physiology	Identifying, predicting and managing the occurrence of harmful cyanobacterial blooms in Wyoming Reservoirs
WY, State of (Treasurer)	4,100,000.00	Abbie Connally	General University Operations	Coronavirus Relief Fund – Pedagogical
WY, State of (Treasurer)	25,000,000.00	Debra Hintz	General University Operations	Coronavirus Relief Fund – CARES Wyoming College Grant Program
WY, State of (Treasurer)	6,800,000.00	Alexander Kean	General University Operations	Coronavirus Relief Fund - TESTING
Wyoming Community College Commission	600,000.00	Debra Hintz	General University Operations	Coronavirus Relief Fund - Adult Learner Grant

Externally Funded Projects \$47,306,854.63

CARES funding 37,300,000.00

all other externally funded projects 10,006,854.63

Month	Total Funding	CARES	Other External
Jul-20	\$32,052,515.86	11,388,894.23	20,663,621.626
Aug-20	\$47,306,854.63	37,300,000.00	10,006,854.630 report ran through 8/26/20
Sep-20	\$0.00		
Oct-20	\$0.00		
Nov-20	\$0.00		
Dec-20	\$0.00		
Jan-21	\$0.00		
Feb-21	\$0.00		
Mar-21	\$0.00		
Apr-21	\$0.00		
May-21	\$0.00		
Jun-21	\$0.00		
	<u>\$79,359,370.49</u>	<u>\$48,688,894.23</u>	<u>\$30,670,476.26</u>

**AGENDA ITEM TITLE: Service Contract and Procurement Reports, Evans**

**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.*

**EXECUTIVE SUMMARY:**

Per UW Regulation 7-2 (Signature Authority), unless otherwise limited by UW Regulation or reserved by the Board of Trustees, the President shall have authority to approve and/or sign University contracts, federal contracts, agreements, memorandums of understanding, and procurements that involve an external party, require consideration (paid or received) valued less than \$1,000,000 (one-time or in aggregate), and for which the term is less than five years. The President may delegate this authority to University Officers for such contracts, federal contracts, agreements, memorandums of understanding, and procurements that require consideration (paid or received) valued less than \$500,000 (one-time or in aggregate) and for which the term is less than five years.

As required by the Regulation, attached are the following reports:

- 1) Service Contracts (including contracts, federal contracts, agreements, and memorandums of understanding) valued at \$50,000 or above (one-time or in aggregate) from June 16, 2020 – August 15, 2020
- 2) Procurements valued at \$50,000 or above (one-time or in aggregate) from June 16, 2020 – August 15, 2020

Service contract workflow

Per Presidential Directive 3-2014-1 (Signature Authority), the President can delegate signature authority to University officers for service contracts valued less than \$500,000 (one-time or in aggregate) and for which the term is less than five years.

Procurement workflow

Cost Center Managers (business manager level or designee) approve all purchases, and are the final approvers for purchases of \$99,999 or less. Deans/Associate Vice Presidents are the final approvers for purchases between \$100,000 and \$249,999. Vice Presidents are the final approvers for purchases between \$250,000 and \$499,999. The President is the final approver for purchases between \$500,000 and \$999,999. The Board of Trustees approves purchases of \$1,000,000 and above.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

Standing information item at each in-person Board of Trustees meeting.



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

Per UW Regulation 7-2 (Signature Authority), at each regular meeting of the Board of Trustees (excluding conference calls), the President shall provide a written report to the Board of Trustees identifying each contract, federal contract, agreement, memorandum of understanding, or procurement valued at \$50,000 or above (one-time or in aggregate) signed by the President or designee under this provision.

**ACTION REQUIRED AT THIS BOARD MEETING:**

N/A. Information Only.

**PROPOSED MOTION:**

N/A. Information Only.

**PRESIDENT'S RECOMMENDATION:**

N/A. Information Only.

**UW Regulation 7-2 (Signature Authority) Procurement Board Report - June 16, 2020 - August 15, 2020**

PO Processed Date	Supplier Name	Line #	Description	Quantity	Line Unit Price	Total Line Price	Total PO Amount	Department	Last Approver	Last Approver Title	Approval Date
06/16/2020	Paciolan, Inc.	1	ANNUAL HOSTING SUBSCRIPTION FEE 7/1/20-6/30/21	1		119,500.00	<b>119,500.00</b>	Ticket Office	Jewell, David	Assoc VP, Budget & Inst Plan	06/16/2020
06/16/2020	Leica Microsystems, Inc.	1	Bond-MAX fully automated IHC and ISH staining system as per attached Quotation S.J90213	1		164,298.65	<b>164,298.65</b>	Wyoming State Veterinary Laboratory	Jewell, David	Assoc VP, Budget & Inst Plan	06/16/2020
06/16/2020	Ellucian Company L.P.	1	Banner Maintenance Renewal 7/1/2020-6/30/2021 per attached agreement and invoice	1		166,315.00	<b>166,315.00</b>	Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	06/16/2020
06/18/2020	Audubon Machinery Corporation	1	SMC-Roe Cage and Bottle Washer, Model CBW1026L, with features as enumerated on attached Quotation SMCQ2164	1		97,580.00	<b>97,580.00</b>	School of Pharmacy	Jensen, Jilljean	Assistant Director	06/18/2020
06/18/2020	YBP Library Services	1	Replenish deposit account from which we buy books from YBP (GOBI) for the UW Libraries	1			<b>111,000.00</b>	Libraries Administrative Office	Jewell, David	Assoc VP, Budget & Inst Plan	06/18/2020
06/18/2020	Casper College	1	CAPER COLLEGE UNION BLDG. FY 2019 O&M COSTS, SEE ATTACHED	1		304,328.56	<b>304,328.56</b>	Real Estate Operations	Jewell, David	Assoc VP, Budget & Inst Plan	06/18/2020
06/19/2020	GLHN Architects & Engineers, Inc	1	DESIGN SERVICES FOR COOLING TOWER, WATER SUMP AND EQUIPMENT VAULT AT CEP. INCLUDES DESIGN OF MECHANICAL,, ELECTRICAL, CIVIL, PLUMBING & STRUCTURAL COMPONENTS.	1		80,255.00		Facilities Construction Mgt	Bryant, Darcy	Deputy Director, Business Serv	06/18/2020
06/19/2020	GLHN Architects & Engineers, Inc	2	REIMBURSABLE EXPENSES(TRAVEL, COPYING, GAS,HOTEL)	1		3,460.00	<b>83,715.00</b>	Facilities Construction Mgt	Bryant, Darcy	Deputy Director, Business Serv	06/18/2020
06/19/2020	First American Title Insurance Co.	2	1117 BRADLEY STREET -BUILDING	1		117,000.00		Real Estate Operations	Bryant, Darcy	Deputy Director, Business Serv	06/18/2020
06/19/2020	First American Title Insurance Co.	3	1117 BRADLEY STREET -CLOSING COSTS	1		3,000.00		Real Estate Operations	Bryant, Darcy	Deputy Director, Business Serv	06/18/2020
06/19/2020	First American Title Insurance Co.	1	1117 BRADLEY STREET LAND	1		60,000.00	<b>180,000.00</b>	Real Estate Operations	Bryant, Darcy	Deputy Director, Business Serv	06/18/2020
06/22/2020	Andor Technology	1	Kymera 328i imaging spectrograph base unit and additional units needed	1		80,643.80	<b>80,643.80</b>	College of Arts & Sciences Deans Office	Sanchez, Laurie	Dir, Business Operations	06/19/2020
06/22/2020	Oracle America, Inc.	1	Oracle Order Number 2211967 Subscription for Period 7/1/2020 - 6/30/2021	1		158,168.80	<b>158,168.80</b>	Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	06/19/2020
06/22/2020	Primary Electric Inc	1	INSTALL FIRE ALARM SYSTEM	1		133,700.00	<b>133,700.00</b>	Facilities Construction Mgt	Jewell, David	Assoc VP, Budget & Inst Plan	06/19/2020
06/23/2020	InfoEd Global	1	2020 Annual Maintenance Agreement	1		65,027.00	<b>65,027.00</b>	VP for Research & Economic Development Office	Hulme, Diana	Assoc VP, Research	06/23/2020
06/25/2020	6157866 Canada Inc. dba Sani Sport	1	ST-02D Double Sani-Sport w/ Dri Max Sport	1		26,235.00		General University Operations	Drever, Melanie	Asst to the VP, Administration	06/25/2020
06/25/2020	6157866 Canada Inc. dba Sani Sport	2	ST-02D Double Sani-Sport w/ Dri Max Sport	1		26,235.00	<b>52,470.00</b>	General University Operations	Drever, Melanie	Asst to the VP, Administration	06/25/2020
06/25/2020	OFl Testing Equipment	1	CRF-840 Rock-Fluid Centrifuge	1		151,546.92	<b>151,546.92</b>	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	06/25/2020
06/25/2020	Core Laboratories LP	1	ACES-300 Ultra-HighSpeed Automated Centrifuge System	1		236,481.00	<b>236,481.00</b>	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	06/25/2020
06/25/2020	GE Healthcare Bio-Sciences Corp	1	FPLCs	1		100,239.68	<b>100,239.68</b>	Molecular Biology	Jewell, David	Assoc VP, Budget & Inst Plan	06/25/2020
06/29/2020	Slate Group	4	Mailing Labels Quantity 14,000	1		2,655.16		General University Operations	Drever, Melanie	Asst to the VP, Administration	06/29/2020
06/29/2020	Slate Group	3	Branded Liquid Hand Sanitizer (2oz) Quantity 14,000	1		26,414.49		General University Operations	Drever, Melanie	Asst to the VP, Administration	06/29/2020
06/29/2020	Slate Group	5	Full Color Poly Bag Quantity 14,000	1		11,080.00		General University Operations	Drever, Melanie	Asst to the VP, Administration	06/29/2020
06/29/2020	Slate Group	6	5x7 Informational Cards Quantity 14,000	1		1,170.03		General University Operations	Drever, Melanie	Asst to the VP, Administration	06/29/2020
06/29/2020	Slate Group	1	Branded Safety Seal Bag Quantity 14,000	1		26,732.50		General University Operations	Drever, Melanie	Asst to the VP, Administration	06/29/2020
06/29/2020	Slate Group	2	Oral Thermometer- Quantity 9,000	1		22,890.79	<b>127,444.46</b>	General University Operations	Drever, Melanie	Asst to the VP, Administration	06/29/2020
06/29/2020	Zones	1	4U TrueNAS with Dual Controllers, 4 NVMe slots and 24 x 3.5" Drive Bays	1		208,426.84	<b>208,426.84</b>	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	06/29/2020

06/29/2020	Ellucian Company L.P.	1	Ellucian Workflow Subscription 7/1/2020-6/30/2021 per attached order agreement	1		66,281.00	<b>66,281.00</b>	General University Operations	Drever, Melanie	Asst to the VP, Administration	06/29/2020
06/30/2020	Inter Technologies Corporation	2	RoboSHOT 30E HDBT ED AUD for Zoom Room Upgrades per attached quote	1	3,250.86	3,250.86		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	06/30/2020
06/30/2020	Inter Technologies Corporation	3	RoboSHOT 12E OneLINK HDMI SYS (Black ) for Zoom Room Upgrades per attached quote	3	3,684.67	11,054.01		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	06/30/2020
06/30/2020	Inter Technologies Corporation	4	AN150, AB104, EN3102 (Audience camera) AV Bridge 2x1 for Zoom Room Upgrades per attached quote	62	2,075.15	128,659.30		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	06/30/2020
06/30/2020	Inter Technologies Corporation	1	Roboshot 12E HDBT for Zoom Room Upgrades per attached quote	106	2,871.68	304,398.08	<b>447,362.25</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	06/30/2020
07/06/2020	Global Life Sciences Solutions USA LLC	2	FPLCs	1		50,119.84		Molecular Biology	Jewell, David	Assoc VP, Budget & Inst Plan	07/06/2020
07/06/2020	Global Life Sciences Solutions USA LLC	1	FPLCs	1		50,119.84	<b>100,239.68</b>	Molecular Biology	Jewell, David	Assoc VP, Budget & Inst Plan	07/06/2020
07/07/2020	Vault Medical Services P.A.	3	Bulk Shipping Charge of COVID Tets (per box of 50)	1		1,200.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/07/2020
07/07/2020	Vault Medical Services P.A.	2	Pre-paid bulk order for TaqPath SARS-CoV-2 Assay (COVID) Test (1,000)	1		124,000.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/07/2020
07/07/2020	Vault Medical Services P.A.	1	Pre-paid voucher for TaqPath SARS-CoV-2 Assay (COVID) Test (20,000)	1		2,860,000.00	<b>2,985,200.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/07/2020*
07/08/2020	Shepard Construction Inc	1	RENOVATE FOUR(4) SECOND & THIRD FLOOR, EAST ADDITION, CONFERENCE ROOMS INTO EIGHT (8) OFFICES IN THE COLLEGE OF BUSINESS, PER THE PROPOSAL DATED 6/23/20	1		78,288.00	<b>78,288.00</b>	Facilities Construction Mgt	Bryant, Darcy	Deputy Director, Business Serv	07/08/2020
07/08/2020	BKD LLP	1	Professional services rendered-UW FY20 External Audit Invoice #BK01236342-Financial Statements and single audit	1		92,250.00	<b>92,250.00</b>	VP for Research & Economic Development Office	Larson, Amanda	Business Manager	07/08/2020
07/09/2020	Rocky Mountain Fire Systems, Inc.	1	ANNUAL UW CAMPUS FIRE ALARM TESTING EXCLUDING RLDS PROPERTIES	1		101,816.00		Facilities Management	Jewell, David	Assoc VP, Budget & Inst Plan	07/09/2020
07/09/2020	Rocky Mountain Fire Systems, Inc.	2	ANNUAL UW RLDS PROPERTY FIRE ALARM TESTING	1		17,908.00	<b>119,724.00</b>	Facilities Engineering	Jewell, David	Assoc VP, Budget & Inst Plan	07/09/2020
07/09/2020	Burgener Trucking	1	DELIVER 1/4" TO 2" STOKER COAL TO THE CEP	1		914,400.00		Utilities Management	Jewell, David	Assoc VP, Budget & Inst Plan	07/09/2020
07/09/2020	Burgener Trucking	2	COLLECT ASH FROM CEP AND DELIVER TO TDS COLLETION SERVICES, TORRINGTON ,WY (24 TONS MINIMUM TONAGE)	1		58,860.00	<b>973,260.00</b>	Utilities Management	Jewell, David	Assoc VP, Budget & Inst Plan	07/09/2020
07/10/2020	EZ Dis-San, LLC	2	Shipping for electrostatic sprayers	1		7,000.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/10/2020
07/10/2020	EZ Dis-San, LLC	1	Electrostatic sprayers in backpack form for university reopening	29	1,999.00	57,971.00	<b>64,971.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/10/2020
07/11/2020	YBP Library Services	1	Replenish the deposit account from which we purchase books from YBP (GOBI) for the UW Libraries.	1		200,000.00	<b>200,000.00</b>	Libraries Resource Discovery & Management	Jewell, David	Assoc VP, Budget & Inst Plan	07/11/2020
07/13/2020	Trident Electric LLC	1	CRANE HILL CAFETERIA ELECTRICAL SCOPE	1		88,260.00	<b>88,260.00</b>	Facilities Management	Bryant, Darcy	Deputy Director, Business Serv	07/10/2020
07/13/2020	CDW Government, Inc.	1	HP SB EliteBook 840 G6 (CDW# 5572154) per attached quote	100	1,000.00	100,000.00	<b>100,000.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/13/2020
07/13/2020	Gillig, LLC	1	Gillig 35' BRT low floor bus	1		456,355.00	<b>456,355.00</b>	Transit & Parking Services	Jewell, David	Assoc VP, Budget & Inst Plan	07/13/2020
07/15/2020	ThyssenKrupp Elevator Corporation	1	Labor and materials to remove and replace the hydraulic jack and casing for the Education building elevator; including one day of vacuum truck services and standby labor	1		71,300.00	<b>71,300.00</b>	Facilities Management	Bryant, Darcy	Deputy Director, Business Serv	07/14/2020
07/15/2020	Inter Technologies Corporation	1	AirMedia® Presentation System 200 per attached quote and agreement	124	660.00	81,840.00	<b>81,840.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/14/2020
07/15/2020	Alsco	1	Hand sanitizer for campus reopening.	1800	31.15	56,070.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/15/2020
07/15/2020	Alsco	2	Zero touch hand sanitizer stands	350	180.00	63,000.00	<b>119,070.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/15/2020

07/17/2020	University of Wyoming Foundation	1	7/15/20-required deposit to the reserve fund for replacement of furniture, fixtures, and equipment at the Gateway Center, per lease agreement effective 4/13/18.	1		414,500.00	<b>414,500.00</b>	Institutional Advancement & UW Foundation	Jewell, David	Assoc VP, Budget & Inst Plan	07/17/2020
07/20/2020	AlSCO	1	Hand sanitizer for campus reopening	1800	31.15	56,070.00	<b>56,070.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/19/2020
07/20/2020	AlSCO	1	Zero touch dispensers for hand sanitizer	350	180.00	63,000.00	<b>63,000.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/19/2020
07/21/2020	Inter Technologies Corporation	2	Law School 178 Full Room Upgrade per attached quote	1		326,760.37		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/21/2020
07/21/2020	Inter Technologies Corporation	1	Crestron 32x32 DigitalMedia Switcher w/Redundant Power Supply per attached quote	1		10,120.00	<b>336,880.37</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/21/2020
07/22/2020	Roscoe Co.	1	ALL LABOR & MATERIALS TO COMPLETE UPGRADES TO VARIOUS BUILDINGS AT AMK RANCH- TIME & MATERIALS N.T.E. PER ATTACHED QUOTES DATED JULY 3,2020	1		175,000.00	<b>175,000.00</b>	Utilities Management	Jewell, David	Assoc VP, Budget & Inst Plan	07/21/2020
07/23/2020	Insured Aircraft Title Service, LLC	1	Balance of purchase price of new research aircraft N576FA.	1		3,321,765.00	<b>3,321,765.00</b>	Atmospheric Science	Jewell, David	Assoc VP, Budget & Inst Plan	07/23/2020**
07/23/2020	Internet2	5	NET+ Canvas Catalog Cloud Subscription 8/1/2020-7/31/2021 per attached agreement and invoice	1		12,000.00		Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	07/23/2020
07/23/2020	Internet2	6	NET+ Canvas Ticketing System License Subscription 8/1/2020-7/31/2021 per attached agreement and invoice	1		2,000.00		Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	07/23/2020
07/23/2020	Internet2	1	NET+ Canvas Subscription Fee 8/1/2020-7/31/2021 per attached agreement and invoice	1		132,363.24		Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	07/23/2020
07/23/2020	Internet2	2	NET+ Canvas Premium Support 8/1/2020-7/31/2021 per attached agreement and invoice	1		26,472.65		Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	07/23/2020
07/23/2020	Internet2	3	NET+ Canvas Tier 1 Support 8/1/2020-7/31/2021 per attached agreement and invoice	1		33,732.10		Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	07/23/2020
07/23/2020	Internet2	4	NET+ Canvas Custom URL Maintenance 8/1/2020-7/31/2021 per attached agreement and invoice	1		1,500.00	<b>208,067.99</b>	Applications and Customer Relations	Jewell, David	Assoc VP, Budget & Inst Plan	07/23/2020
07/24/2020	Shamrock Foods Co	2	4183461 9X9 3 Compartment Lid	338	151.13	51,081.94		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	3	3746621 9X9 1 Compartment	338	134.32	45,400.16		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	4	325941 9X9 1 Compartment lid	338	151.13	51,081.94		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	5	3205881 6X8 1 Compartment	494	54.82	27,081.08		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	6	3190161 6X8 1 Compartment lid	494	82.55	40,779.70		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	7	2759751 8X8 1 Compartment	897	50.16	44,993.52		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	8	4165051 16OZ Rose Bowl	273	71.99	19,653.27		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	9	4165041 16OZ Rose Bowl Lid	273	62.99	17,196.27		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	10	3098011 Foil 9in Round	273	63.07	17,218.11		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	11	2437431 Foil 9in Round Dome lid	273	64.99	17,742.27		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/24/2020	Shamrock Foods Co	1	4183471 9X9 3 Compartment	338	133.57	45,146.66	<b>377,374.92</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/27/2020	CDW Government, Inc.	2	Cisco Direct Attach Breakout Cable network cable 16 4 ft gray	6	159.00	954.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	1	Cisco Smart Net Total Care extended service agreement	2	1,067.00	2,134.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	4	CIS CCW SN CON SNT B200M5CM	1	235.00	235.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	5	Cisco UCS SmartPlay Select B200 M5 Not sold standalone blade Xeon Gol	1	12,136.00	12,136.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	7	Cisco UCS 5108 Blade Server Chassis SmartPlay Select rack mountable 6U	3	8,104.00	24,312.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	8	Intel Xeon Gold 6248 2.5 GHz processor	4	2,245.00	8,980.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020

07/27/2020	CDW Government, Inc.	9	Cisco UCS DDR4 32 GB DIMM 288 pin registered	48	398.00	19,104.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	11	NVIDIA Tesla M10 GPU computing processor Tesla M10	4	1,871.00	7,484.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	12	Cisco riser card	2	43.00	86.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	13	Cisco Ball Bearing Rail Kit rack rail kit	2	47.00	94.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	14	Cisco power supply hot plug redundant 1050 Watt	2	156.00	312.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	15	Cisco UCS Virtual Interface Card 1387 network adapter	2	469.00	938.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	16	Cisco riser card	2	43.00	86.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	18	Cisco UCS C240 M5 Rack Server Small Form Factor Disk Drive Model rack m	2	949.00	1,898.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	3	Cisco license electronic delivery	8	830.00	6,640.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	6	Cisco SMARTnet extended service agreement	3	145.00	435.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	10	Cisco SMARTnet extended service agreement	4	115.00	460.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	17	Cisco SMARTnet extended service agreement	2	377.00	754.00	<b>87,042.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	Digital Architecture LLC	1	Acalog License, Hosting and Support. Curriolog License, Hosting and Support along with Integration Support and Training.	1		209,326.00	<b>209,326.00</b>	AVP of Enrollment Management	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	Marsh USA, Inc.	1	Insurance Premium - Invoice 267543154675 - Master Property Insurance - Wire Transfer	1		1,217,561.76	<b>1,217,561.76</b>	Risk Management & Safety Office	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020***
07/27/2020	Trident Electric LLC	1	UW CAMPUS FIRE EXTINGUISHER MAINTENANCE	1		87,108.00		Facilities Engineering	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	Trident Electric LLC	2	RLDS EXTINGUISHER MAINTENANCE	1		19,168.00		Facilities Engineering	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	Trident Electric LLC	3	UW UNION EXTINGUISHER MAINTENANCE	1		1,970.00		Facilities Engineering	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	Trident Electric LLC	4	CONVENTION CENTER EXTINGUISHER MAINTENANCE	1		638.80	<b>108,884.80</b>	Facilities Engineering	Jewell, David	Assoc VP, Budget & Inst Plan	07/27/2020
07/27/2020	CDW Government, Inc.	1	HP SB EliteBook 840 G6 14 Core i5 8365U 8GB RAM 256GB SSD Win 10 Pro	105	1,000.00	105,000.00	<b>105,000.00</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/24/2020
07/31/2020	Slate Group	1	COVID related signage for War Memorial Stadium needed in order to host a socially distanced football game. Two quotes (Rainier and Slate group- cheaper) and sole source attached. Approved via Laura Shelving/ Tracy Richardson 7.23.2020	1		51,729.31	<b>51,729.31</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	07/29/2020
08/03/2020	Gallagher Student Health & Special Risk	1	Insurance Premium - Invoice 3520018 ICS Accident Insurance	1		306,294.00	<b>306,294.00</b>	Risk Management & Safety Office	Jewell, David	Assoc VP, Budget & Inst Plan	08/03/2020
08/04/2020	Alliance of Chicago Community Health Svc	1	Annual maintenance/hosting of EMR software	1		251,609.16	<b>251,609.16</b>	Family Medicine Residency Programs Cheyenne	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/05/2020	Fisher Scientific	6	Applied Biosystems QuantStudio 7 Flex Real-Time PCR System, 384-well, laptop, Includes: Laptop Computer, Block Format: Interchangeable, Format: 384-well plate, For Use With: QuantStudio, Product Line: QuantStudio Vendor Catalog # 4485695	1	72,272.05	72,272.05		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/05/2020	Fisher Scientific	3	Applied Biosystems QuantStudio 7 Flex Real-Time PCR System, 384-well, laptop, Includes: Laptop Computer, Block Format: Interchangeable, Format: 384-well plate, For Use With: QuantStudio, Product Line: QuantStudio Vendor Catalog # 4485695	1	72,272.05	72,272.05		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/05/2020	Fisher Scientific	4	Applied Biosystems QuantStudio 7 Flex Real-Time PCR System, 384-well, laptop, Includes: Laptop Computer, Block Format: Interchangeable, Format: 384-well plate, For Use With: QuantStudio, Product Line: QuantStudio Vendor Catalog # 4485695	1	72,272.05	72,272.05		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020

08/05/2020	Fisher Scientific	5	Applied Biosystems QuantStudio 7 Flex Real-Time PCR System, 384-well, laptop, Includes: Laptop Computer, Block Format: Interchangeable, Format: 384-well plate, For Use With: QuantStudio, Product Line: QuantStudio Vendor Catalog # 4485695	1	72,272.05	72,272.05		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/05/2020	Fisher Scientific	1	Applied Biosystems QuantStudio 7 Flex Real-Time PCR System, 384-well, laptop, Includes: Laptop Computer, Block Format: Interchangeable, Format: 384-well plate, For Use With: QuantStudio, Product Line: QuantStudio Vendor Catalog # 4485695	1	72,272.05	72,272.05		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/05/2020	Fisher Scientific	2	Optional AB Assurance	5	6,140.00	30,700.00	<b>392,060.25</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/06/2020	Inter Technologies Corporation	1	Thrust Theatre Zoom Upgrade per attached quote and agreements	1		66,166.04	<b>66,166.04</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/06/2020	Inter Technologies Corporation	1	Corbett Gym Zoom Upgrade per attached quote	1		50,939.03	<b>50,939.03</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/04/2020
08/07/2020	Fisher Scientific	1	Capper/Decapper, Catalog NC1022959	1	65,781.98	65,781.98		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/07/2020	Fisher Scientific	3	VisionMate HighSpeed 2D RCSDER, Catalog 312800	1	9,472.46	9,472.46		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/07/2020	Fisher Scientific	2	Precision 35L Circulating Bath, Catalog TSCIR35	3	2,474.27	7,422.81		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/07/2020	Fisher Scientific	4	VisionMate ST TBE 2D READR 1CS, Catalog 14387230	22	1,989.01	43,758.22		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/07/2020	Fisher Scientific	6	1.0 ML V Bottom SCRW Tube 480CS, Catalog 14387330	2	566.61	1,133.22		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/07/2020	Fisher Scientific	5	10ML TP 1STEP MMX NO ROX EA, Catalog A28523	1	3,805.00	3,805.00	<b>131,373.69</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/07/2020	Spradley Barr	1	2020 FORD RANGER, ENGINE 2.3L HP: 270	1		38,591.00		Facilities Management	Bryant, Darcy	Deputy Director, Business Serv	08/07/2020
08/07/2020	Spradley Barr	2	2020 FORD RANGER, ENGINE 2.3L HP: 270	1		38,591.00	<b>77,182.00</b>	Facilities Management	Bryant, Darcy	Deputy Director, Business Serv	08/07/2020
08/10/2020	Beckman Coulter Inc	1	Biomek i7 Automated Workstation	1	297,756.80	297,756.80		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/10/2020	Beckman Coulter Inc	3	PT ALP, Orbital Shaker Service Contract	1	1,268.10	1,268.10		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/10/2020	Beckman Coulter Inc	4	PT ALP, Tube Scan Service Contract	1	1,314.00	1,314.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/10/2020	Beckman Coulter Inc	5	PT Biomek i7 Hybrid with enclosure Service Contract	1	22,665.60	22,665.60		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/10/2020	Beckman Coulter Inc	6	PT FBBCR Service Contract	1	900.00	900.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/10/2020	Beckman Coulter Inc	7	PT MC96 300 uL Head Service Contract	1	3,650.40	3,650.40		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/10/2020	Beckman Coulter Inc	8	PT Wash station, Span-8, passive Service Contract	1	1,207.80	1,207.80		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/10/2020	Beckman Coulter Inc	2	PT ALP, Static Peltier Service Contract	2	928.80	1,857.60	<b>330,620.30</b>	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/07/2020
08/11/2020	SAP Engineers & Consultants	1	TDS 2001 A Full DCS w/SCADA System, PCST-05 Cascade Control w/Software & Noiseless Compressor, PCST-06 Ratio Control w/Software & Noiseless compressor, PCST-07 Heat exchanger Control w/Software & Noiseless compressor, PCST-16 CSTR	1		54,351.00	<b>54,351.00</b>	Engineering & Applied Science Deans Office	Barber, Megan	Dir, Business Operations	08/11/2020
08/13/2020	Arthur J. Gallagher RMS, Inc.	1	Insurance Premium - Invoice 3518023 Cyber Liability PLEASE RUSH	1		116,038.77	<b>116,038.77</b>	Risk Management & Safety Office	Jewell, David	Assoc VP, Budget & Inst Plan	08/13/2020
08/14/2020	Northern Wyoming Community College District	1	FY20 O&M REIMBURSEMENT RENT PAYMENT SHERIDAN ORECS GROUND LEASE	1		123,783.03	<b>123,783.03</b>	Real Estate Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/14/2020

\*Board of Trustees approved on June 10, 2020

\*\*Board of Trustees approved on July 16, 2020

\*\*\*Board of Trustees approved in FY21 budget

## UW Regulation 7-2 (Signature Authority) Contracts Board Report - June 16, 2020 - August 15, 2020

Contract Number	Contract Header Name	Contract Type	Department	Supplier	Signed Date	Agreed Amount	Signer Name	Signer Job Title
10103BlackBaudMarch2020	Blackbaud Renewal Form	Services Contract	Administration	Blackbaud	6/25/20	\$64,500.00	William Mai	Deputy VP of Administration
24009_Gillig_June2020_24009	Purchase Agreement between UW and Gillig	Services Contract	Administration	Gillig, LLC	6/24/20	\$456,355.00	William Mai	Deputy VP of Administration
21003KristieHallJune2020	Payroll Services with Kristie Hall	Services Contract	AVP of Fiscal Administration	Hall, Kristie L.	6/25/20	\$96,800.00	David Jewell	Assoc VP, Budget & Inst Plan
12104-GLSS-July2020	Q-152036 V1	Services Contract	College of Agriculture & Natural Resources	Global Life Sciences Solutions USA LLC	7/21/20	\$100,239.68	Barbara Rasco	Dean of AGNR
12203AgriIndustriesJun2020	Agreement for Services	Services Contract	College of Agriculture & Natural Resources	Agri Industries Inc	6/24/20	\$51,202.00	Barbara Rasco	Dean of AGNR
13261-HealthTechS3-Aug2019	AGREEMENT FOR SERVICES BETWEEN THE UNIVERSITY OF WYOMING AND HEALTHTECHS3	Services Contract	College of Arts & Sciences	HealthTechS3	7/16/20	\$50,500.00	Paula Lutz	Dean/Professor
13403_307Aviation_July2020	Agreement for Mule Deer capture services	Services Contract	College of Arts & Sciences	307 Aviation, LLC	7/14/20	\$76,800.00	Diana Hulme	Assoc VP, Research
21040-Andor-June2020	Andor Contract	Services Contract	College of Arts & Sciences	Andor Technology	6/24/20	\$80,644.54	Paula Lutz	Dean/Professor
14001-REMI-Jul2020	REMI Godby Software	Services Contract	College of Business	Regional Economic Models Inc	8/13/20	\$56,000.00	Robert Aylward	Vice President
16001-World Tokenomic Forum LLC-July 2020	Operation Agreement	Services Contract	College of Engineering & Applied Science	World Tokenomic Forum LLC	7/15/20	\$50,000.00	Cameron Wright	Interim Dean/Professor
16101AvConAvionicsUpgradeJune2020	Avionics Upgrade	Services Contract	College of Engineering & Applied Science	Avcon Industries Inc	7/20/20	\$1,021,902.00	Neil Theobald	Senior VP, Admin & Finance*
16101FlightSafetyN200June2020	Flight Safety Textron Aviation Training	Services Contract	College of Engineering & Applied Science	Flight Safety International Inc	6/24/20	\$60,900.00	Cameron Wright	Interim Dean/Professor
16101FlightSafetyN350June2020	FlightSafety Textron Aviation Training N350	Services Contract	College of Engineering & Applied Science	Flight Safety International Inc	6/30/20	\$114,900.00	Cameron Wright	Interim Dean/Professor
16101SIEAug2020	SIE Amendment	Services Contract	College of Engineering & Applied Science	System Integrity Engineering Inc	8/6/20	\$100,000.00	Cameron Wright	Interim Dean/Professor
17011-CU.Anschutz-July2020	17011-CU.Anschutz-July2020	Services Contract	College of Health Sciences	University of Colorado Denver	7/27/20	\$70,338.40	Diana Hulme	Assoc VP, Research
17103-CRMGConsSurg-June 2020	Personal Services Agreement Between the University of Wyoming and Cheyenne Regional Physicians Group, LLC	Services Contract	College of Health Sciences	Cheyenne Physician Group LLC	7/7/20	\$70,000.00	David Jones	Dean
17104Visualutions,invVer2July2020	Revenue Cycle Management Services Agreement	Services Contract	College of Health Sciences	Visualutions Inc	6/24/20	\$450,000.00	David Jones	Dean
11001_Schlumberger_Jul2020	Contract 1-1M2M635 Revision 3 Powder River Play Evaluation	Services Contract	Enhanced Oil Recovery Institute	Schlumberger Technology Corp	7/16/20	\$56,000.00	Robert Aylward	Vice President
70430SalesforceMktCloudOct2019	Order Form- Salesforce.org	Services Contract	Governmental & Community Affairs	Salesforce.org	8/3/20	\$262,932.46	Robert Aylward	Vice President
10401VectronicJuly2020	Agreement for Services	Services Contract	Haub School of Environment and Natural Resources	Vectronic Aerospace Inc.	7/23/20	\$250,000.00	Diana Hulme	Assoc VP, Research

40002-Inter Technologies Zoom 62-June 2020	Classroom upgrades for Zoom compatibility	Services Contract	Information Technology	Inter Technologies Corporation	7/5/20	\$1,650,000.00	Robert Aylward	Vice President**
40003 EnrollmentRx Dec 2017	Enrollment Rx Pricing Addendum	Services Contract	Information Technology	Enrollment Rx, LLC	7/21/20	\$160,300.00	Robert Aylward	Vice President
40003-Ellucian Workflow-Dec 2019	Order Form for Additional Cloud Software	Services Contract	Information Technology	Ellucian Company L.P.	6/24/20	\$100,161.00	Robert Aylward	Vice President
40003-Zoom MSA-Sept 2019	Amendment Form Number: Q531921	Services Contract	Information Technology	Zoom Video Communications Inc	7/21/20	\$118,579.00	Robert Aylward	Vice President
40003-Zoom MSA-Sept 2019	Master Subscription Agreement	Services Contract	Information Technology	Zoom Video Communications Inc	7/21/20	\$118,579.00	Robert Aylward	Vice President
90202NewHorizonsJune2020	Aircraft Charter Agreement-revision to cancellation terms	Services Contract	Intercollegiate Athletics	New Horizons Travel	7/8/20	\$419,600.00	Thomas Burman	Athletic Director
90202NewHorizonsJune2020	Aircraft Charter Agreement	Services Contract	Intercollegiate Athletics	New Horizons Travel	6/24/20	\$419,600.00	Thomas Burman	Athletic Director
10104-DigitalArchitecture-June2020	Statement of Work Between UW and DIGARC	Services Contract	Provost	Digital Architecture LLC	6/30/20	\$209,326.00	Robert Aylward	Vice President
70001	Agreement	Services Contract	Research & Economic Development	Sheridan County	8/1/20	\$480,000.00	Diana Hulme	Assoc VP, Research
70001-AlpineAnimalHospital-Aug2019	Agreement for IACUC Vet Services for FY20 and FY21	Services Contract	Research & Economic Development	Alpine Animal Hospital PC	6/24/20	\$60,000.00	Diana Hulme	Assoc VP, Research
33004CollegeCableServicesAug2020	Contract	Services Contract	Residence Life Dining	College Cable Services Inc.	8/13/20	\$119,509.56	Kimberly Steich	VP for Student Affairs
10501-ContinentalResearch&EngrLLC_CCTI_Amend.No.1-June2020	Amendment no. 1 - CR&E Rotary Kiln for CCTI project	Services Contract	School of Energy Resources	Continental Research and Engineering LLC	6/24/20	\$1,029,100.00	David Jewell	Assoc VP, Budget & Inst Plan***
10501-ContinentalResearch&EngrLLC_CCTI_Amend.No.2-July2020	Amendment no. 2 - Increase for Additional Rotary Kiln Expenses	Services Contract	School of Energy Resources	Continental Research and Engineering LLC	8/2/20	\$1,145,677.95	Diana Hulme	Assoc VP, Research***
10502 - CZero Inc - 0520	IFT Test Apparatus – Revision B	Services Contract	School of Energy Resources	CZero, Inc	7/27/20	\$113,264.00	Holly Krutka	Executive Director
10502 - Zeiss - 0820	Service Contract Quotation	Services Contract	School of Energy Resources	Carl Zeiss Microscopy, LLC	8/13/20	\$229,908.00	Diana Hulme	Assoc VP, Research
19003DigitalScience#3May2020	Digital Science / Figshare for Institutions Order Form	Services Contract	University Libraries	Digital Science & Research Solutions Inc	7/21/20	\$54,362.00	Ivan Gaetz	Dean
26001CleanHarborsEnvironmentalServices,Inc.April2020	Agreement for Services	Services Contract	University Operations	Clean Harbors Environmental Services Inc	7/15/20	\$450,000.00	Neil Theobald	Senior VP, Admin & Finance
26001ColoradoHazardControl,LLCSep t2020	Agreement Between Owner and Contractor	Services Contract	University Operations	Colorado Hazard Control LLC	7/20/20	\$1,000,000.00	Neil Theobald	Senior VP, Admin & Finance****
26001D2CArchitectsJuly2020	Consultant Agreement	Services Contract	University Operations	D2C Architects	7/30/20	\$50,000.00	Neil Theobald	Senior VP, Admin & Finance
26001GormanEngineering,LLCJuly20 20	Consultant Agreement	Services Contract	University Operations	Gorman Engineering LLC	7/20/20	\$50,000.00	Neil Theobald	Senior VP, Admin & Finance
26001HamakerExcavation,Inc.June20 20AmendNo1	Amendment No. 1	Services Contract	University Operations	Hamaker Excavation	8/5/20	\$761,700.80	Neil Theobald	Senior VP, Admin & Finance*****
26001LimeGreenDesign,Inc.July2020	Consultant Agreement	Services Contract	University Operations	Lime Green Design Inc	7/30/20	\$50,000.00	Neil Theobald	Senior VP, Admin & Finance
26001PCDEngineeringServices,Inc.July2020StudentHousing&Dining	Consultant Agreement	Services Contract	University Operations	PCD Engineering Services Inc	7/28/20	\$124,330.00	Neil Theobald	Senior VP, Admin & Finance
26001RiskRemoval,LLCSep2020	Agreement Between Owner and Contractor	Services Contract	University Operations	Risk Removal	7/20/20	\$1,000,000.00	Neil Theobald	Senior VP, Admin & Finance****
70007-Occhi-7/1/2019-6/30/2020	Wyoming Works, LLC	Services Contract	Research & Economic Development	Wyoming Works LLC	7/23/20	\$90,000.00	Diana Hulme	Assoc VP, Research





\*Board of Trustees approved on July 16, 2020

\*\*Board of Trustees approved Amendment to Master Agreement on October 16, 2019

\*\*\*UW's portion is only 3%

\*\*\*\*Board of Trustees approved on June 10, 2020

\*\*\*\*\*Board of Trustees approved on May 14, 2020

**AGENDA ITEM TITLE: Capital Construction Report, Mai**

**SESSION TYPE:**

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

[Committee of the Whole – Items for Approval]

*Attachments are provided with the narrative.*

**APPLIES TO STRATEGIC PLAN:**

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

**EXECUTIVE SUMMARY:**

The capital construction report can be found in the supplemental materials report. It provides the progress and activity of construction and design projects that are currently in progress at the University as well as approved change orders.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

The Board receives regular updates on the Capital Construction at the University of Wyoming

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

To update the Board on the Capital Construction at the University.

**ACTION REQUIRED AT THIS BOARD MEETING:**

None

**PROPOSED MOTION:**

None

**PRESIDENT'S RECOMMENDATION:**

None

## Capital Construction Progress Report as of September 1, 2020

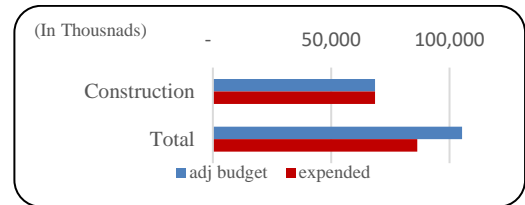
The following is an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

### PROJECTS IN CONSTRUCTION

#### 1. Engineering Education and Research Building (EERB)

Contractor: GE Johnson Construction Wyoming  
 Jackson, WY

Original Project Budget \$ 105,358,910 (a)



<b>Funding Sources:</b>	<b>Original Anticipated:</b>	<b>Actual:</b>
Grant – AML funds	350,000.00	350,000.00
Grant 2 – AML funds	750,154.00	750,154.00
State appropriation	55,000,000.00	55,000,000.00
Reduced by 2015 legislative action	(8,570,000.00)	(8,570,000.00)
Reduced by 2015 legislative action	(3,475,737.00)	(3,475,737.00)
State gen fun from AML – held until match	15,800,000.00	15,800,000.00
State matching funds	14,200,000.00	14,200,000.00
State Sec I swap for cap construction	10,000,000.00	10,000,000.00
2016 Appropriation	14,500,000.00	14,500,000.00
2015 DEQ redirected funds	3,475,737.00	3,475,737.00
Foundation donation	3,328,756.00	3,328,756.00
<b>Total Project</b>	<b>105,358,910.00</b>	<b>105,358,910.00</b>

Guaranteed Maximum Price \$69,014,882  
 Contract Substantial Completion Date February 13, 2019

**Note:** Funds have been reallocated among the budget categories. The adjusted budget has not changed in total.

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	72,491	(2,406)	(1,575)	68,510	(68,510)	-	-
<b>Equipment</b>	-	3,106	-	3,106	(3,106)	-	-
<b>Contingency</b>	8,205	(4,175)	(2,434)	1,596	-	-	1,596
<b>Reserve</b>	5,243	3,369	8,000	16,612	-	(16,612)	-
<b>Design</b>	7,943	(105)	-	7,838	(7,814)	(22)	2
<b>FF&amp;E</b>	3,993	(75)	303	4,221	(4,053)	(151)	17
<b>Tech</b>	3,474	(75)	(2,951)	448	(450)	-	(2)
<b>Admin</b>	4,010	361	(1,343)	3,028	(2,459)	(128)	441
<b>Total</b>	<b>105,359</b>	-	-	<b>105,359</b>	<b>(86,392)</b>	<b>(16,913)</b>	<b>2,054</b>

**Statement of Contract Amount**

<b>Original contract</b>		<b>\$69,014,882</b>
Change order #1	Owner requested changes to AV/IT base bid package	762,148
Change order #2	Owner requested changes to boardroom AV/IT base bid package	279,003
Change order #3	Owner savings to finalize contract value	(1,574,691)
<b>Adj Contract</b>		<b>\$68,481,342</b>

<b>Work Completed/In Progress:</b>
<ul style="list-style-type: none"> <li>Project is 100% complete.</li> </ul>

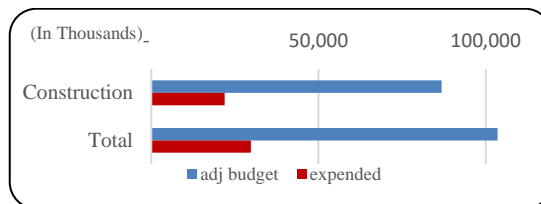
<b>Issues Encountered with Proposed Resolution for Each:</b>
<ul style="list-style-type: none"> <li>None at this time.</li> </ul>

<b>Work Planned for the Upcoming Month:</b>
<ul style="list-style-type: none"> <li>None at this time.</li> </ul>

## 2. Science Initiative

Contractor: GE Johnson Construction Wyoming  
 Jackson, WY

Original Project Budget \$ 103,000,000 (a)  
 Adjusted Project Budget \$ 103,000,000 (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
State	3,000,000.00	3,000,000.00
UW	15,000,000.00	15,000,000.00
State	85,000,000.00	85,000,000.00
UW INBRE program		325,000.00
Major Maintenance		430,000.00
<b>Total Project</b>	<b>103,000,000.00</b>	<b>103,755,000.00</b>

Guaranteed Maximum Price \$74,359,220  
 Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	82,029	-	4,769	86,798	(21,967)	(64,831)	-
<b>Contingency</b>	3,919	430	(3,100)	1,249	-	-	1,249
<b>Reserve</b>	1,702	-	-	1,702	-	-	1,702
<b>Design</b>	6,962	42	296	7,300	(6,455)	(845)	-
<b>FF&amp;E</b>	3,100	-	(1,013)	2,087	-	-	2,087
<b>Tech</b>	2,287	-	(118)	2,169	-	-	2,169
<b>Admin</b>	3,001	283	(834)	2,450	(1,350)	(258)	842
<b>Total</b>	<b>103,000</b>	<b>755</b>	<b>-</b>	<b>103,755</b>	<b>(29,772)</b>	<b>(65,934)</b>	<b>8,049</b>

### Statement of Contract Amount

<b>Original contract</b>	<b>Pre-construction</b>	<b>\$142,000</b>
10/16/2019, Amendment #1	GMP established, includes full project scope excluding alternates, reserve held for north greenhouses. (Includes pre-construction)	74,359,220
Amendment #2	Construct research greenhouse	5,999,462
Amendment #3	Multiple scope changes: utility consumption, cw/hw line upsize, vivarium underground, INBRE underground, general duty valves, civil additions & revisions, add L2 bulkheads, ABB drive, INBRE complete, growth chambers	6,439,023
<b>Adj Contract</b>		<b>\$86,797,705</b>

<p><b>Work Completed/In Progress:</b></p> <ul style="list-style-type: none"> <li>• Guaranteed Maximum Price contract amendment was approved 10/16/2019.</li> <li>• Construction activities commenced 10/17/2019.</li> <li>• Deep foundations, grade beams, caps and high walls are complete.</li> <li>• Plumbing and electrical underground are complete.</li> <li>• Level one concrete slab on grade is complete.</li> <li>• Steel erection has topped out.</li> <li>• Concrete on metal deck is complete.</li> <li>• Fireproofing and mechanical, electrical and plumbing (MEP) rough is in progress.</li> <li>• Building water and wastewater services are in progress.</li> <li>• Building heating and cooling water tie-in is in progress.</li> <li>• Interior framing is in progress.</li> <li>• Greenhouse foundations are in progress.</li> </ul>
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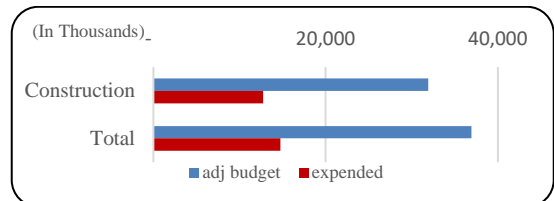
<p><b>Issues Encountered with Proposed Resolution for Each:</b></p> <ul style="list-style-type: none"> <li>• None at this time.</li> </ul>
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<p><b>Work Planned for Upcoming Month:</b></p> <ul style="list-style-type: none"> <li>• CMU masonry.</li> <li>• Mechanical, electrical, and plumbing (MEP) roughs.</li> </ul>
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**3. West Campus Satellite Energy Plant**

Contractor: GE Johnson Construction Wyoming  
 Jackson, WY

Original Project Budget \$ (a)  
 Adjusted Project Budget \$ (d)



<b><u>Funding Sources:</u></b>	<b><u>Original Anticipated:</u></b>	<b><u>Actual:</u></b>
Major Maintenance	18,000,000.00	22,000,000.00
EERB Project Reserve	12,314,336.00	12,612,600.00
SI Project Reserve	2,000,000.00	1,701,736.00
UW – Capital Reserves (BOT)	4,616,773.00	616,773.00
<b>Total Project</b>	<b>36,931,109.00</b>	<b>36,931,109.00</b>

Guaranteed Maximum Price \$ 29,058,549.00  
 Contract Substantial Completion Date October 19, 2021

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	29,559	-	2,348	31,907	(12,723)	(18,766)	418
<b>Contingency</b>	3,688	-	(2,348)	1,340	-	-	1,340
<b>Design</b>	2,623	-	-	2,623	(1,562)	(497)	564
<b>FF&amp;E</b>	110	-	-	110	-	-	110
<b>Tech</b>	25	-	-	25	-	-	25
<b>Admin</b>	926	-	-	926	(457)	(127)	342
<b>Total</b>	<b>36,931</b>	-	-	<b>36,931</b>	<b>(14,742)</b>	<b>(19,390)</b>	<b>2,799</b>

**Statement of Contract Amount**

<b>Original contract</b>	<b>Pre-construction</b>	<b>\$61,250</b>
Amendment #1	Initial Guaranteed Maximum Price for Foundation and Utilities. (Includes pre-construction)	15,486,191
Amendment #2	Final Guaranteed Maximum Price; full project scope.	13,572,358
Amendment #3	Utility extension and future boiler rough-in	82,297
Amendment #4	Heat exchangers, full heating conversion to surrounding buildings	2,348,254
<b>Adj Contract</b>		<b>\$31,550,350</b>

**Work Completed/In Progress:**

- Bid Package #1 was issued for foundation and utilities. The public bid opening was held 6/18/2019.
- Initial Guaranteed Maximum Price was prepared and approved at the August 2019 Board of Trustees Meeting.
- Construction activities commenced 9/16/2019.
- Bid Package #2 was issued, 100% construction documents. The public bid opening was held 10/4/2019.
- Final GMP was approved on 11/14/2019.
- Foundation high walls and tank foundation are complete.
- Underground plumbing and electrical are complete.
- Basement slab on grade is complete.
- Steel erection and metal decking are in progress.
- Masonry walls are in progress.
- Mechanical, electrical, and plumbing (MEP) rough is in progress.
- Distribution piping is in progress.
- TES tank is in progress.

**Issues Encountered with Proposed Resolution for Each:**

- None at this time.





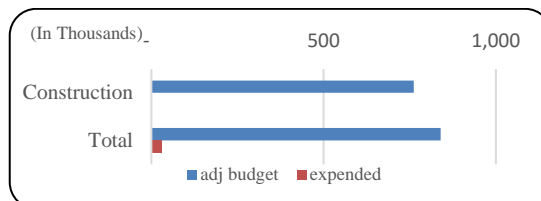
<b>Issues Encountered with Proposed Resolution for Each:</b>
<ul style="list-style-type: none"> <li>Will meet with the City/UW Administration to discuss previous MOU, proposed adjustments and any cost sharing strategies. Determine the plan and schedule for the 11<sup>th</sup> – 13th St. vacation and related utility work.</li> </ul>

<b>Work Planned for Upcoming Month:</b>
<ul style="list-style-type: none"> <li>Continue with schematic design.</li> <li>Initiate civil design for MOU utility obligations.</li> <li>MOU amendment collaboration.</li> </ul>

**5. Hansen Arena: Design & Construction-Animal stalls, & animal handling units**

Contractor:

Original Project Budget \$ (a)  
 Adjusted Project Budget \$ (d)



<b>Funding Sources:</b>	<b>Original Anticipated:</b>	<b>Actual:</b>
State appropriation	500,000.00	500,000.00
Ag Permanent Income Funds (STO)	-	340,168.00
<b>Total Project</b>	<b>500,000.00</b>	<b>840,168.00</b>

Guaranteed Maximum Price \$  
 Contract Substantial Completion Date July 15, 2020

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	762	-	-	762	-	(200)	562
<b>Contingency</b>	30	-	-	30	-	-	30
<b>Design</b>	11	-	-	11	(10)	-	1
<b>FF&amp;E</b>	-	-	-	-	-	-	-
<b>Tech</b>	-	-	-	-	-	-	-
<b>Admin</b>	37	-	-	37	(21)	(2)	14
<b>Total</b>	<b>840</b>	-	-	<b>840</b>	<b>(31)</b>	<b>(202)</b>	<b>607</b>

**Statement of Contract Amount**

<b>Original contract</b>	<b>Design Build agreement</b>	<b>\$200,000</b>
<b>Adj Contract</b>		<b>\$200,000</b>

<b>Work Completed/In Progress:</b>
<ul style="list-style-type: none"> <li>Foundations are complete. Underground mechanical, electrical and plumbing (MEP) in progress. Building installation starts September 3, 2020. Carbon Power agreement signed and returned.</li> </ul>

<b>Issues Encountered with Proposed Resolution for Each:</b>
<ul style="list-style-type: none"> <li>None at this time.</li> </ul>

<b>Work Planned for Upcoming Month:</b>
<ul style="list-style-type: none"> <li>Mechanical, electrical and plumbing (MEP). Underground, building erection, parking lot grading, corral installation.</li> </ul>

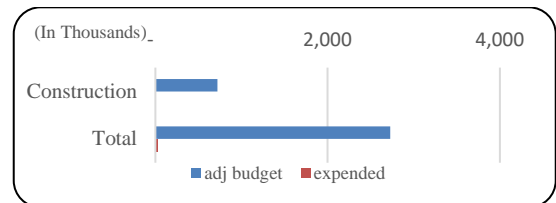
## UW Housing Phase I

### 6. Wyoming Hall Demolition

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



<b>Funding Sources:</b>	<b>Original Anticipated:</b>	<b>Actual:</b>
UW – Housing Reserve Account	2,726,536.00	2,726,536.00
<b>Total Project</b>	<b>2,726,536.00</b>	<b>2,726,536.00</b>

Guaranteed Maximum Price \$  
 Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	720	-	-	720	-	(10)	<b>710</b>
<b>Contingency</b>	108	-	-	108	-	-	<b>108</b>
<b>Design</b>	43	-	-	43	(16)	(6)	<b>21</b>
<b>FF&amp;E</b>	-	-	-	-	-	-	-
<b>Tech</b>	-	-	-	-	-	-	-
<b>Admin</b>	1,856	-	-	1,856	(13)	(28)	<b>1,815</b>
<b>Total</b>	<b>2,727</b>	-	-	<b>2,727</b>	<b>(29)</b>	<b>(44)</b>	<b>2,654</b>



(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	12,929	-	-	12,929	-	-	<b>12,929</b>
<b>Contingency</b>	1,200	-	-	1,200	-	-	<b>1,200</b>
<b>Design</b>	331	-	-	331	(231)	(100)	-
<b>FF&amp;E</b>	-	-	-	-	-	-	-
<b>Tech</b>	240	-	-	240	-	-	<b>240</b>
<b>Admin</b>	229	-	-	229	(23)	(87)	<b>119</b>
<b>Total</b>	<b>14,929</b>	-	-	<b>14,929</b>	<b>(254)</b>	<b>(187)</b>	<b>14,488</b>

**Statement of Contract Amount**

<b>Original contract</b>		<b>\$-</b>
<b>Adj Contract</b>		<b>\$-</b>

<b>Work Completed/In Progress:</b>
<ul style="list-style-type: none"> <li>• Construction documents complete.</li> <li>• Finalizing GMP amendment.</li> <li>• Reviewing City comments to complete domestic water design.</li> <li>• Re-drafting Licenses Agreement per City comments.</li> </ul>

<b>Issues Encountered with Proposed Resolution for Each:</b>
<ul style="list-style-type: none"> <li>• None at this time.</li> </ul>

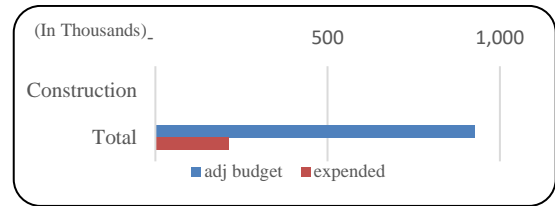
<b>Work Planned for Upcoming Month:</b>
<ul style="list-style-type: none"> <li>• Finalize schedule and phasing plans.</li> <li>• Excavation for tunnels along the north side of Half Acre and south of Wyoming Hall.</li> <li>• Routing of temporary utilities.</li> <li>• Reconnection of temporary steam to Service Building.</li> <li>• Complete water line design.</li> <li>• Start fiber and copper reroute.</li> <li>• Finalize GMP Amendment for October Board Meeting.</li> </ul>

## 8. Ivinson Lot Parking Garage

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



<b>Funding Sources:</b>	<b>Original Anticipated:</b>	<b>Actual:</b>
UW – Housing Reserve Account	926,400.00	926,400.00
	-	-
<b>Total Project</b>	<b>926,400.00</b>	<b>926,400.00</b>

Guaranteed Maximum Price \$  
 Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	-	-	-	-	-	(16)	(16)
<b>Contingency</b>	-	-	-	-	-	-	-
<b>Design</b>	726	-	-	726	(92)	(158)	476
<b>FF&amp;E</b>	-	-	-	-	-	-	-
<b>Tech</b>	-	-	-	-	-	-	-
<b>Admin</b>	200	-	-	200	(121)	(97)	(18)
<b>Total</b>	<b>926</b>	-	-	<b>926</b>	<b>(213)</b>	<b>(271)</b>	<b>442</b>

### Statement of Contract Amount

<b>Original contract</b>	Pre-Construction	\$15,712
<b>Adj Contract</b>		<b>\$15,712</b>

#### **Work Completed/In Progress:**

- Exterior design has been approved
- Schematic design nearing completion.

#### **Issues Encountered with Proposed Resolution for Each:**

- None at this time.

#### **Work Planned for Upcoming Month:**

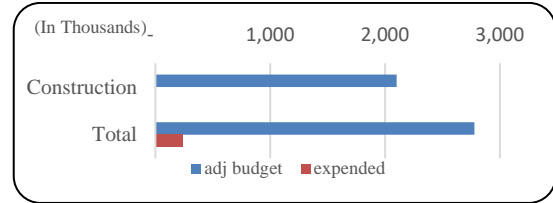
- Complete schematic design.
- Begin design development.

## 9. Bus Garage/Fleet Relocation

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
UW – Construction Reserve Account	2,779,260.00	2,779,260.00
<b>Total Project</b>	<b>2,779,260.00</b>	<b>2,779,260.00</b>

Guaranteed Maximum Price \$  
 Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	2,100	-	-	2,100	-	-	<b>2,100</b>
<b>Contingency</b>	315	-	-	315	-	-	<b>315</b>
<b>Design</b>	125	-	-	125	(92)	(71)	<b>(38)</b>
<b>FF&amp;E</b>	86	-	-	86	-	-	<b>86</b>
<b>Tech</b>	71	-	-	71	-	-	<b>71</b>
<b>Admin</b>	82	-	-	82	(151)	(13)	<b>(82)</b>
<b>Total</b>	<b>2,779</b>	-	-	<b>2,779</b>	<b>(243)</b>	<b>(84)</b>	<b>2,452</b>

### Statement of Contract Amount

<b>Original contract</b>		\$-
<b>Adj Contract</b>		\$-

#### **Work Completed/In Progress:**

- Renovation of the existing facility for the fleet auto shop is complete.
- Awarded an FTA 5339(b) Bus and Bus Facilities Grant.
- Propose revised project budget.

#### **Issues Encountered with Proposed Resolution for Each:**

- None at this time.

#### **Work Planned for Upcoming Month:**

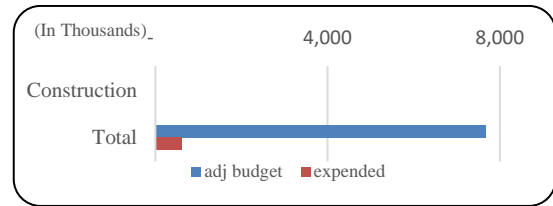
- Complete requirements for FTA 5339(b) Grant, if accepted.
- Finalize GMP Amendment for October Board Meeting.

### 10. UW Student Housing

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



<b>Funding Sources:</b>	<b>Original Anticipated:</b>	<b>Actual:</b>
UW – Housing Reserve Account	590,000.00	7,681,675.00
<b>Total Project</b>	<b>590,000.00</b>	<b>7,681,675.00</b>

Guaranteed Maximum Price \$  
 Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	-	-	-		-	-	-
<b>Contingency</b>	-	-	-		-	-	-
<b>Design</b>	7,682	-	-	7,682	(570)	(527)	6,585
<b>FF&amp;E</b>	-	-	-		-	-	-
<b>Tech</b>	-	-	-		-	-	-
<b>Admin</b>	-	-	-		(47)	(124)	(171)
<b>Total</b>	<b>7,682</b>	-	-	<b>7,682</b>	<b>(617)</b>	<b>(651)</b>	<b>6,414</b>

#### Statement of Contract Amount

<b>Original contract</b>		\$-
<b>Adj Contract</b>		\$-

#### **Work Completed/In Progress:**

- Schematic design in progress.

#### **Issues Encountered with Proposed Resolution for Each:**

- Site analysis in progress to verify location for the dining facility.

#### **Work Planned for Upcoming Month:**

- Continue with schematic design.