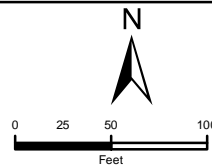


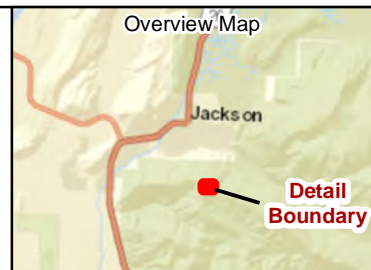
US Forest Service Communications Use Lease Amendment
Snow King East Communications Site
Wyoming Public Radio
Jackson, WY

Disclaimer: This map is provided as a visual aid only and its accuracy is not guaranteed.
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Date: 2/21/2020

Prepared by:
Real Estate Operations



Auth ID: JAC223105
Contact ID: UNIVERSITY OF WYOMING TRUSTEES
Use Code: 808

FS-2700-23 (v. 10/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR**

SPECIAL-USE AUTHORIZATION

Amendment#: 1

This amendment is attached to and made a part of the communication use lease for Broadcast Translator issued to UNIVERSITY OF WYOMING TRUSTEES on 10/24/2017 which is hereby amended as follows:

The Snow King East Communication Site Management Plan dated 11/1/2019 is attached as Exhibit B to update and replace Communication Site Management Plan dated 9/30/2004. This and any other appendices are hereby incorporated into this lease. The management of and location of the Snow King East lease area is described or shown generally in the Communication Site Management Plan.

This Amendment is accepted subject to the conditions set forth herein, and to conditions n/a to n/a attached hereto and made a part of this Amendment.

WILLIAM MAJ, Vice President for Administration

MARY MOORE, District Ranger

Date

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SNOW KING EAST COMMUNICATIONS SITE MANAGEMENT PLAN



**SNOW KING EAST COMMUNICATIONS SITE
MANAGEMENT PLAN**

**BRIDGER-TETON NATIONAL FOREST
JACKSON RANGER DISTRICT
JACKSON, WYOMING**

Submitted By: *Nancy*
District Ranger

11/1/2019
Date

Approved By: *Judy J. [Signature]*
Forest Supervisor

11/1/19
Date

SNOW KING EAST COMMUNICATIONS SITE MANAGEMENT PLAN

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I. DEFINITIONS

Authorization. A Special Use Permit (“Permit”) or Communications Use Lease (“lease”).

Authorization Holder. An individual, business, organization, or an agency that has been issued a Communications Use Lease or Special Use Permit which allows occupancy, use, rights, or privileges of National Forest System land.

Authorized Officer. The Forest Service employee with the delegated authority to issue authorizations and manage communications uses. The authorized officer is usually the District Ranger or Forest Supervisor of the unit on which the communications site is located.

Co-location. Installation of telecommunications equipment within and/or on an existing communications facility or other structure.

Communications Site. An area of National Forest System lands designated as an electronic site through the Forest Land and Resource Management planning process for telecommunications uses. A communications site may be limited to a single communications facility, but most often encompasses more than one. Each site is identified by name, usually denoting a local prominent landmark, such as Bald Mountain Communications Site.

Customer. An individual, business, organization, or an agency that operates telecommunication equipment within and/or on a facility, but does not broadcast or resell communications services to others.

Facility. A building, tower, or other physical improvement (buildings and towers do not have to be combined to be considered a facility) that is built or installed to house and/or support authorized communications equipment.

Facility Manager. The holder of a Forest Service authorization who (1) owns a communications facility on National Forest System lands, (2) rents space in or on their facility to other communications users, but (3) does not own or operate their own communications equipment and they do not directly provide communications services to third parties. Persons or entities that manage or administer a communications facility on National Forest System lands for a facility owner or a facility manager are not facility managers for purposes of this Communications Site Management Plan.

Facility Owner. The holder of a Forest Service authorization who (1) owns a communications facility on National Forest System lands, (2) may or may not be renting space or equipment to other communications users in or on their facility, and (3) owns and operates their own communications equipment in their facility.

Multiple-Use Facility. A communications facility that has multiple communications users operating within and/or on the facility.

SNOW KING EAST COMMUNICATIONS SITE MANAGEMENT PLAN

Occupant. An individual or entity that is within and/or on a facility. For rent calculation purposes, an occupant is classified as a “customer” or “tenant”.

Ranally Metro Area. Geographic areas in the United States identified by Rand McNally in its Commercial Atlas and Marketing Guide that define population centers of 50,000 or more. There are approximately 450 Ranally Metro Areas (RMAs) in the United States.

Senior Use. A communications use that predates another communications use. The most senior use or uses form the basis for the communications site designation.

Single-Use Facility. A communications facility that only involves the communications use of the facility owner and has no occupant uses within and/or on the facility.

Tenant. An individual, business, organization, or an agency that operates telecommunication equipment within and/or on a facility, for the purpose of broadcasting or reselling communications services to others.

II. NARRATIVE

A. Site Description

Snow King East Communications Site is located on the Jackson Ranger District, Bridger-Teton National Forest, Teton County, State of Wyoming, in Section 3 & 4, T. 40N., R. 116E., 6th Principal Meridian, at approximately Latitude 43° 27' 40" North, Longitude 110° 45' 11" West. The elevation at Snow King East Communications Site is approximately 8,005 feet above mean sea level (msl). The area for development is approximately 2 acres in size.

This site does not serve a Ranally Metro Area (RMA). The population is currently less than 25,000 and is therefore a Zone 9. The population identified for this Zone is updated annually by the Forest Service, Washington Office, Director of Lands, and is used to determine the annual rental fee due the Forest Service.

The most senior use at this site is TV and Radio and the site is designated as High Power. This designation was established in the Bridger-Teton National Forest Land and Resource Management Plan approved in 1990 within prescriptions which allow electronic sites.

This plan supersedes the Snow King East Communications Site Plan approved September 30, 2004.

B. Existing Site Development

Snow King East was first developed in 1952 and has continuously been used as an important location for communications uses serving Jackson. By 1988, the site consisted

SNOW KING EAST COMMUNICATIONS SITE MANAGEMENT PLAN

of 6 buildings and 17 antenna towers or masts. Uses included (11) business, two-way radio repeaters, (2) broadcast radio and (3) television broadcast/cable providers, Wyoming DOT two-way radio repeater, (2) Teton County two-way users, a civil defense amateur user, federal government two-way repeaters, and a federal seismic monitoring site.

Due to increasing interference problems, demand for additional broadcast use and space, and the need to increase the power output of the broadcast providers, a NEPA analysis and decision were made in 1988 to develop the Panorama House basement at Snow King West as a low-power, non-broadcast communications site and to issue a prospectus for the development of up to two additional broadcast facilities at Snow King East. Based upon this 1988 decision, broadcast users became the senior use at the Snow King East site.

Based upon the 1988 Prospectus, a new broadcast tower and building were constructed at the site. Any expansion must continue to be coordinated with the Snow King Mountain Resort.

As opportunities arise, users are encouraged to consolidate into a larger, multi-use facility with up to date grounding, security, and a single tower. This would allow for significant clean-up of the site and the removal of numerous wood poles and other tower structures.

C. Objectives

The primary objectives of the Snow King East Communications Site Management Plan are to:

1. Document site management policy, procedures and standards, which are not already specified in the authorization(s).
2. Manage for high-power uses including FM and television transmission. In managing for such high-power use, the Forest Service will attempt to make reasonable accommodations for low power use such as two-way radio, microwave, cellular, and broadcast translators so long as those uses do not interfere with existing users on the site.
3. All uses must be designed, operated and maintained so as not to physically or electronically interfere with the senior uses. If new uses deteriorate the receiving/transmitting operation of existing uses, the new uses may be required to institute at their expense; additional studies, equipment upgrades, frequency isolation, or physically separate themselves from the existing uses.
4. Present a program for operation within the site.
5. Help fulfill the public need for adequate communications sites.
6. Protect the interests of authorization holders and site users by preserving a safe and an electronically "clean" environment.

SNOW KING EAST COMMUNICATIONS SITE MANAGEMENT PLAN

7. Encourage the efficient development and use of space and facilities within the designated site, subject to the Forest Service goal to provide the best possible public service at a reasonable cost.
8. Maintain visual resource objectives by requiring design standards that are unobtrusive and by utilizing earth tone colors and non-reflective surface material consistent with the standards in the Land and Resource Management Plan.
9. Amend this Communications Site Management Plan as necessary to be consistent with future Forest Land and Resource Management Plans. The Forest Service will provide authorization holders with proposed amendments to this plan and will allow a reasonable period of time for the holders to review and comment on the proposed changes.

III. AUTHORITY AND JURISDICTION

A. Authority

Forest Service authority to authorize and manage communications uses on National Forest System lands derives from the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761-1771); Title 36, Code of Federal Regulations, part 251, subpart B (36 CFR 251, subpart B); Forest Service Manual (FSM) 2700; and Forest Service Handbook (FSH) 2709.11, chapter 90.

B. Jurisdiction

The Forest Service has jurisdiction over the occupancy and use of National Forest System lands for communications purposes under the National Forest Management Act (NFMA) of 1976 (16 U.S.C. 1600 et seq.); the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 et seq.), and Title 36, Code of Federal Regulations, part 251, Subpart B (36 CFR part 251, subpart B).

The Federal Communications Commission (FCC) has jurisdiction over the use of non-Federal channels of radio and television transmission under licenses granted by the FCC. The National Telecommunications and Information Administration (NTIA) has jurisdiction over the use of Federal channels of radio transmission under authorizations granted by the NTIA.

The issuance of an FCC license or NTIA authorization does not authorize the occupancy and use of National Forest System lands. A Forest Service special use authorization is required for the occupancy and use of National Forest System lands for communications purposes.

The Forest Service has jurisdiction over resolution of conflicts associated with the occupancy and use of National Forest System lands, such as those involving location and re-radiation. The FCC and NTIA are not responsible for resolving conflicts associated

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with the occupancy and use of National Forest System lands or the resolution of other conflicts when entities are operating within the limits of their FCC license or NTIA authorization. However, the FCC or the NTIA may be useful in assisting in the resolution of interference problems or other frequency conflicts.

IV. RIGHTS AND RESPONSIBILITIES

A. The Forest Service

The Forest Service retains the responsibility for issuing and amending authorizations. The issuance of an FCC license, or frequency assignment, does not authorize occupancy and use of National Forest System lands. Granting occupancy and use of National Forest System lands rest exclusively with the Forest Service. This includes:

1. Amending or modifying this Communications Site Management Plan as deemed appropriate.
2. Approving new facilities and ancillary improvements.
3. Approving an assignment of a Communications Use Lease.
4. Providing facility owners and facility managers with a minimum 30 days' notice of all new frequencies and an opportunity to comment. A completed FS-2700-10 shall be sent with the 30-day notice to allow for comment of potential interference.
5. Determining whether or not a proposed use is consistent with the Communications Site Management Plan and compatible with existing uses.

B. Facility Owners and Facility Managers Are Responsible for:

1. Complying with the terms and conditions of their authorization and this Communications Site Management Plan.
2. Ensuring that all new facilities, expansions, or improvements are consistent with the Bridger Teton National Forest Land and Resource Management Plan, environmental documentation and decisions affecting the use of this site, and the provisions of this Communications Site Management Plan.
3. Submitting to the Forest Service a completed FS-2700-10, Technical Data for Communication Type Land Use form, for any new frequencies proposed at the site.
4. Renting building and tower space to occupants without written approval from the Forest Service, as long as that occupant use is determined to be consistent with the management objectives of this Communications Site Management Plan and not interfere with other existing uses at the site. Form FS-2700-10, Technical Data for Communication Type Land Use, must be completed by

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prospective occupants seeking to co-locate within and/or on an existing communications facility and submitted by the authorization holder to the Forest Service for coordination with other site users. If there is a reply to the request for comments that suggests that there may be physical interference, electronic incompatibility, or potential radio frequency interference to existing uses, the facility owner must address those concerns with a sufficiently detailed response that the existing use will withdraw its objections to the new use, or special terms and conditions must be created to address those concerns.

5. Not placing any unreasonable restrictions on potential or existing occupants.
6. Ensuring that facilities and equipment not complying with Federal, State, and local laws, regulations, and ordinances will be removed or modified within one year of approval of this site plan. Modifications require prior approval of the authorized officer.
7. Keeping all improvements within the established limits of the authorization. The facility owner or facility manager may not, for itself or for an occupant, authorize construction of any equipment shelter (e.g., building, cabinets, etc.), tower, or other ancillary improvement or manipulation of the site or vegetation in any way.
8. Providing the authorized officer, the name, address, and telephone number of a local contact. The facility owner or the facility manager and the local contact person may be the same individual. The local contact shall be available for emergencies and shall have the authority to make decisions about construction issues, facility maintenance, and all equipment within the facility.
9. Notifying the authorized officer as soon as practicable, but no later than 24-hours, after the following incidents occur on National Forest System lands covered by their authorization:
 - a. An incident resulting in death, permanent disability, or personal injuries that are life-threatening or that are likely to cause permanent disability;
 - b. A structural, mechanical, or electrical malfunction or failure of a component of a facility or any operational actions that impair the function or operation of such a facility in a way that could affect public safety;
 - c. Any incident that has high potential for serious personal injury or death or significant property, environmental, or other natural resource damage, including, landslides, flooding, fire, structural failures, and release of hazardous materials.

The facility owner or facility manager must promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition that causes or

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threatens to cause a hazard to workers' safety or to public health or safety or harm to the environment.

The facility owner or facility manager must notify the authorized officer of any such incident by calling the Teton Interagency Dispatch Center at **307-739-3301** and providing detailed information, including when, where, and how the incident occurred and who was present or affected by the incident. In addition, a point of contact must be provided in the incident report.

10. Ensuring that all communications facilities and equipment are properly installed, operated, and maintained in accordance with industry standards such as Motorola R-56. These standards may be waived by the Forest Service authorized officer when recommended by a site user association or similar technical committee or upon request of a facility owner or facility manager when equivalent measures would achieve similar results.
11. Treating and controlling noxious weeds on and adjacent to their permitted area, access, and parking areas. Treatment requirements and standards must be according to applicable regulations. Standards and application procedures may be obtained from the Forest Office.
12. Notifying the authorized officer of any hazard trees and obtaining Forest Service approval prior to felling.
13. Providing to the authorized officer (c/o National Billing Team) by October 15th of each year, a certified statement listing their type or types of communications uses they provide and the business names of all occupants and their type of communications use in the facility on September 30th of that year.

C. Occupants:

May co-locate within and/or on an existing facility after the Forest Service has determined that the proposed use is consistent with the management objectives for this site and compatible with existing uses (see section IV. B.). Co-location in a non-federal communications facility does not require a Forest Service authorization. Occupants who co-locate within and/or on a Forest Service facility shall first be issued a special use permit from the authorized officer.

V. USE OF THE SITE

A. Multiple-Use Facilities

Co-location, when practical, shall be required. Site applicants shall take the lead in this area and shall design their proposals to accommodate multiple uses of facilities and ancillary improvements. This includes the multiple-use of buildings, towers, solar

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generating systems, back-up generators, grounding systems, fuel containers, access ways, and parking areas.

New facilities or major modifications to existing facilities shall be designed to accommodate additional users even if other users are, or could be, competitors.

Facility owners and facility managers are not required to lease facility space to others if they can demonstrate to the authorized officer that:

1. Space is not available;
2. The use is incompatible with the existing communications uses at the site. For example, the proposed use is not compatible with other uses as provided for in FSH 2709.11, section 97, exhibit 05;
3. Additional space is needed by the facility owner or the facility manager; or
4. Additional users would compromise security of the facility or communications systems located in that facility.

VI. RENTAL FEES

Unless specified differently in the authorization, the Forest Service shall charge facility owners and facility managers of non-Federal facilities and occupants in Federal facilities an annual rental fee based on the fee schedule for communications uses on National Forest System lands contained in FSH 2709.11, section 95. The rental rates shall be adjusted annually using the Consumer Price Index-Urban (CPI-U), and the population figures are adjusted annually based on the most recent Rand McNally Commercial Atlas and Marking Guide (for RMAs) and Rand McNally Road Atlas for non-RMA communities.

Rental fees that facility owners and facility managers may charge occupants shall be:

1. Reasonable and commensurate with the occupancy and use of the facilities and services provided to the occupant; and
2. Consistent with other fees charged for similar facilities.

VII. CONDITIONS FOR NEW CONSTRUCTION AND MODIFICATION OR EXPANSION OF A FACILITY

A. New Construction, Modification, and Expansion Responsibilities

Construction space at the site is available and future additional facilities may be authorized. Considerations for new construction should address the removal of existing older structures and the consolidation of these uses by construction of a multi-user facility and single tower. If new facilities are proposed, or if existing facilities need modification, the following guidelines shall apply.

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In addition to the responsibilities listed in Section IV, applicants, facility owners, and facility managers seeking to construct a new facility or modify or expand an existing facility are responsible for:

1. Submitting a complete application to the authorized officer prior to any new construction, modification, or expansion of a facility. The application shall include:
 - a. A copy of the approved site plan base map showing all of the proposed new, modified, or expanded facilities, including structures, towers, and auxiliary equipment;
 - b. Completed drawings or plans prepared by a professional engineer or architect;
 - c. Identification of any proposed point-to-point microwave paths, a plot of their azimuth, and their proposed elevation on the tower; and
 - d. Documentation showing that the proposed facilities will not obstruct or interfere with any existing uses, including fixed point-to-point antennas, omni-directional broadcast antennas, or point-to-point microwave paths.
2. Demonstrating that the new facility will make the most efficient use of the limited amount of space at the site and will provide for future uses without additional construction.
3. Providing engineering and geotechnical investigations for development of specific foundation designs and grading plans.
4. Providing an erosion control plan prior to construction. At a minimum, the erosion control plan shall include sediment control; stipulations that cut and fill slopes will be graded and contoured to prevent erosion and excessive runoff, and recommendations for temporary erosion control measures, such as netting, silt fences, swales, sediment collection areas, and so forth.
5. Coordinating with other Federal and local governments and securing all pertinent permits and approvals from those agencies.

B. Construction Methods and Resource Protection

Plans submitted by a proponent, facility owner or a facility manager for construction, modification, or expansion of a facility shall provide for soil rehabilitation measures, including soil replacement and stabilization and proper handling of runoff from buildings, parking areas, access roads, and undeveloped common areas. The authorized officer must approve all cutting or trimming of vegetation.

During construction, modification, or expansion of facilities, facility owners and facility managers shall:

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1. Identify, avoid, and protect sensitive resource areas identified by the Forest Service.
2. Comply with the erosion control plan.
3. Notify the Forest Service authorized officer prior to commencing any approved ground-disturbing activities.
4. During construction and/or maintenance, paintbrushes will not be cleaned off on rocks. No marks of any kind, including survey marks, will be permitted on rocks.
5. Minimize, to the greatest extent possible, ground disturbance and vegetation removal.
6. Re-vegetate extensive cut and fill slopes with native vegetation as soon as possible after construction. All re-vegetation must have prior written approval of the authorized officer.
7. Not cast-off grading material. Excess soil can be used as fill material for roads, buildings and towers.
8. Obtain prior written approval of the authorized officer for temporary, on-site storage of construction materials.
9. Not leave hazardous materials, including fuels, oils, and lubricants unattended at the site at any time. Hazardous materials shall be removed from the site at the end of each workday or temporarily stored inside a locked and posted building until the following workday. Construction materials and supplies other than hazardous materials may be left unattended at the construction site at the end of each workday at the owner's risk.
10. Remove surplus construction materials and waste debris from the site no later than 30 days after construction has been completed.
11. Prevent the spread of noxious weeds into the area, by power washing off any earth-moving or heavy equipment, such as dozers, graders, cranes, backhoes, and so forth before it is brought onto National Forest System lands.

C. Construction Inspection

1. All new construction, modification, and expansion of facilities shall conform to established technical standards and accepted engineering practices, such as the International Building Code (IBC), Occupational Safety & Health Administration (OSHA), National Fire Protection Association (NFPA), National Electrical Code (NEC), Electronic Industries Alliance/Telecommunication Industries Association (EIA/TIA) codes and standards, and state regulations.

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2. Any construction inspections required by other agencies are the responsibility of the holder. Copies of completed inspections shall be provided to the authorized officer, either as they occur or as part of the final as-built plan. Inspection information shall become a permanent part of the holder's special-use file.
3. Corrective work required as a result of Forest Service or other agency inspections shall be completed by the date specified in the inspection report to the satisfaction of the inspecting official.
4. A final set of as-built plans shall be submitted to the authorized officer within 90 days of acceptance of a structure (if the construction was contracted) or of its completion date (if the construction was not contracted).

D. New or Remodeled or Expanded Buildings

1. Any new buildings shall be designed to accommodate multiple users and shall be consistent with a site-specific environmental analysis conducted at the time of the proposal.
2. Building height will be restricted to a single story unless specifically authorized for two stories or with a snow vestibule. The roof shall be non-reflective metal or other non-reflective fire-resistant material approved by the Forest Service. Roofs can be equipped with antenna support structures, such as poles and railings that can extend up to 25 feet above ground level.
3. Facility owners and facility managers are encouraged to construct the interior of their buildings in a modular fashion, so that they can:
 - a. Sublease sections to others;
 - b. Provide occupants with internal separation and security;
 - c. Reduce physical interference; and
 - d. Increase management effectiveness.
4. The following materials are approved for construction of new buildings:
 - a. Floors: Concrete slab with drainage or as part of a non-flammable pre-fabricated structure.
 - b. Walls: Concrete block, metal, or pre-fabricated fiberglass, aggregate, or stick frame with fire resistant covering.
 - c. Roofs: Concrete, corrosion resistant metal (if painted to eliminate shiny surfaces), or other fireproof material approved by the Forest Service. Proposals for wooden roofs will not be approved.

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- d. Partitions: Fire resistant material, such as reinforced concrete block, framed walls with studs and sheetrock, or properly grounded expanded chain link cages.
- e. Color: Color used on all exterior building surfaces must have prior written approval of the authorized officer. The goal of color selection is to make buildings as inconspicuous as possible when viewed from a distance. The intent is to reduce or eliminate glare from reflective and/or illuminated surfaces such as windowpanes, sheeting and reflective paints. Non-reflective, Forest Service approved dark gray to green colors shall be used on equipment buildings.
- f. Building entry lights must:
 - i. Only light the immediate area in the vicinity of the door;
 - ii. Be motion-activated and have a limited time duration of 3 to 5 minutes; and
 - iii. Have a shielded beam that is pointed at the building door.

Requests for all-night (dusk-to-dawn) lighting or entry lighting that would be visible from outside the site will not be approved.

E. New or Remodeled/Expanded Towers

1. All construction, modification, and expansion of towers shall have the prior written approval of the authorized officer.
2. It is the applicant and authorization holder's responsibility to ensure that new, modified, or expanded towers will not unduly interfere electronically or physically with any existing equipment at the site. Towers shall be spaced so as to prevent ground level radiation and interference problems. Compliance with these requirements shall be demonstrated in writing to the authorized officer prior to issuance of a lease, permit, or amendment.
3. All new towers shall comply with current structural and safety specifications and design standards, including safety-climbing devices. Towers should be as narrow and "open" as safety and structural integrity allow. New towers should be designed using maximum wind, snow, and tower loading anticipated for the site.
4. All new towers shall not exceed 199 feet. All new towers shall be self-supporting unless specifically authorized.
5. To avoid possible impacts to birds or bats, structures under this section must comply with the most current version of the U.S. Fish & Wildlife Service's Guidelines on the Siting, Construction, Operation and Decommissioning of Communication Towers (available at

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<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/guidance-documents/communication-towers.php>)

6. All towers shall be left unpainted if they are made of dull, galvanized steel. Paint is required only if the tower has a shiny or reflective surface. Non-reflective, Forest Service approved dark gray to green colors will be approved unless the FAA requires red and white tower striping.
7. No lights, beacons, signs or strobes shall be allowed on new towers unless specifically required by the FCC/FAA.

VIII. GENERAL OPERATION AND MAINTENANCE

A. Special Environmental and/or Biological Considerations

There are no unique environmental or resource coordination requirements at this site. If issues arise in the future, this plan will be amended in accordance with the applicable decision or direction.

B. Wiring and Grounding

1. All equipment shall be installed in metal cabinets or open frame equipment racks that are grounded. Grounding is to be installed in accordance with manufacturer's recommendations and accepted industry standards.
2. All building electrical wiring and grounding shall meet the NEC and applicable state and local codes. All permanent wiring shall be installed in metallic conduit and shall include a separate safety ground conductor. Electrical metallic tubing (EMT) raceway in and of itself shall not be used as a ground return. Exception: If galvanized rigid conduit (GRC) is employed, it shall be acceptable for use as a ground return.
3. Every effort shall be made to protect the equipment from lightning damage. Lightning protectors should be used on all coaxial cable connections to equipment enclosures. Inert gas gap or metal oxide varistor (MOV), silicon avalanche diode (SAD), or transient voltage surge protectors (TVSS) should be used on all control, audio, and power lines. Failsafe modes shall be employed in the TVSS to protect wiring and shelter from fire damage. All TVSS equipment shall be UL1449 listed or approved.
4. All new building and/or tower structures shall have its own separate station ground mat system for all users in that site and solidly bonded (such as exothermic weld, not brazing) to the electrical service entrance grounding conductor or grounding electrode. Wherever practical, interconnection of individual station ground mats and/or the simultaneous placement of large sized copper ground wire with any new grounding systems that are buried on the site shall be encouraged.

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5. Grounding shall be installed in accordance with accepted practices and standards, such as but not limited to, Motorola, Inc. "Standards and Guidelines for Communications Sites R-56 Issue B", and NEC Articles 250, 810, and 820. Ground enhancement materials using bentonite clay is currently the only approved method for chemical grounding. Other types of chemical grounding shall require completion of NEPA documentation by the applicant prior to consideration for approval by the authorized officer.

C. Communications Equipment

1. Equipment Ownership

All equipment shall be labeled with:

- a. The owner's name;
- b. Applicable transmitter frequencies;
- c. The applicable FCC license or NTIA authorization;
- d. Transmitting power outputs; and
- e. A current 24-hour telephone contact number.

2. Transmitting Equipment

All transmitters shall have protective devices built into them or externally installed to prevent interference with other uses. All transmitters shall meet FCC/NTIA requirements and be FCC type accepted for use in the licensed (or license exempt) application.

The re-radiation of intercepted signals from any unprotected transmitter and its associated antenna system shall be prevented by the use of appropriate filters, typically bandpass filters, circulators (isolators), and/or 2nd harmonic filters.

The direct radiation of out-of-band emissions (noise or spurious harmonics) shall be reduced to a level such that it may not be identified as a source of interference as defined in Title 47 of the FCC Telecommunication regulations. If site noise (electromagnetic noise) becomes an issue, noise threshold limits shall be established, and amended into the Communications Site Management Plan.

All transmitters not in immediate use and not specifically designated as standby equipment shall be removed. Loads connected to circulators shall be capable of dissipating the total power output of the transmitter.

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Where duplexing is used, a notch-type filter device by itself shall be avoided. In situations where a notch-type device is used, a bandpass filter shall be used on both the receiver and transmitter. Transmitter multi-channel hybrid combining equipment should be avoided unless additional protection is provided to ensure hybrid balance and minimize the chance for intermodulation products being produced. A post combining bandpass or lowpass filter is required after the basic hybrid combiner to block undesired 2nd harmonics from being radiated.

3. Receiving Equipment

A bandpass device, such as a cavity or crystal filter, is recommended at the input of all receiving devices. Cavity filters or other protective devices may be used at receiver inputs to reduce interference.

Where duplexing is used, a notch-type device should be avoided. In situations where a notch-type device is used, a bandpass filter shall be used on both the receiver and transmitter.

4. Antennas

- a. Microwave (dish) antennas and other than ground-mounted satellite dishes shall not exceed 10 feet in diameter, unless specifically authorized to meet path performance and reliability criteria.
- b. All antennas shall meet all OSHA safety standards. All facilities must operate in accordance with the Federal Communications Commission (FCC) radio frequency exposure regulations. Facilities discovered to allow exposure in excess of applicable public or occupational limits will be remediated within 24 hours to bring it into compliance. Ground measurements of Radio Frequency Radiation (RFR) levels will be taken before mitigation measures are implemented.
- c. Colors for dish antennas or covers shall be pre-approved by the authorized officer. White dish antennas and covers will not be approved. Existing white dishes and covers shall be repainted or replaced as repairs or replacement become necessary.
- d. Antennas shall be treated to reduce or eliminate reflected glare.
- e. Low-powered transmit and receive antennas may be located low on the tower or on the ground.

5. Interference

The responsibility for correcting interference problems lies with the authorization holder, the user causing the interference, and the affected parties. Generally, the first users at a site have seniority with respect to

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resolution of interference complaints. Senior users have an obligation to maintain their equipment to current industry standards, to operate their systems in accordance with the terms of both the FCC license and the NTIA/Interdepartment Radio Advisory Committee (IRAC) frequency authorization, and to comply with the Forest Service authorization. New users at a site shall correct, at their expense, interference problems that they create. If it can be demonstrated that the senior user's equipment is at fault because of poor technical performance (does not meet, for instance, current Association of Public-Safety Communications Officials (APCO) or EIA/TIA technical standards for receiver performance), it will be necessary for the senior user to bring the poor performing receiving equipment up to current standards. The new user, in any event, shall cease operation of the suspect equipment until the problem is corrected, or as in the case of a poorly performing senior user receiver, the senior user must formulate an action plan for correcting the deficiency as soon as possible and be acceptable to both parties. If interference problems cannot be resolved or corrected within a reasonable time, the new use that is causing the interference may be terminated and the equipment removed.

If a Site Users Association is formed, all users shall cooperate with the Forest Service in the identification and correction of any interference. The Forest Service does not have any responsibility for correcting interference problems, but can act as a mediator to help all affected parties. Interference problems, whether theoretical, calculated, or measured (before and after licenses are granted) should be coordinated and resolved with the FCC or NTIA, as appropriate.

Interference with Public Safety, Critical Infrastructure, and any other emergency communications facility shall be corrected immediately. Operation of equipment covered by this site plan shall not interfere with Federal Government radio or electronic operations already in existence on National Forest System lands within two miles of the Snow King East Communications Site. The user causing this interference shall at their own expense take all actions necessary to prevent or eliminate the interference. If they do not eliminate the interference within ten (10) days after receipt of notice from the Forest Service to do so, their use will be terminated.

If electromagnetic noise becomes an issue, noise thresholds shall be established and incorporated as an amendment to this site plan. The cost of such analysis is the responsibility of the authorization holders.

D. Cables and Transmission Lines

All new outdoor cabling shall be jacketed and 100 percent shielded and shall either be flexible or semi-rigid. Cables shall be properly installed, strapped, and fastened down. Cable runs should be consistent with applicable engineering standards when attaching cables onto a tower.

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All transmission lines (including wave guide) shall be supported in accordance with manufacturer's specifications. Unjacketed transmission lines or unjacketed cables of any type are prohibited. No transmission lines shall be left unterminated. Lightning protection ground down conductors on towers shall be insulated from the tower steel and considered no different than transmission lines. Bonding of this down conductor to tower steel shall be done with NEC approved connectors that are also galvanically compatible (bronzed or tin plated) with the structural galvanized steel of the tower.

Double-shielded braided (98 percent or better) or solid-shielded cable shall be used inside of buildings. No RG-8 or RG-58 type class of cable is permitted. No connector-type adapters shall be used on transmitter lines. Only correct connectors that will mate to connected devices may be used.

Conduits shall be shared as allowed for under the NEC when they service common areas and shall be buried where possible.

Existing cables and transmission lines that do not meet the above requirements shall be upgraded as repairs or replacement become necessary.

E. Radiation

All communications uses shall meet FCC, NTIA, and OSHA regulations, policy, guidelines, and standards concerning radiation limitations.

All antenna radiation zones shall meet all OSHA safety standards. If an antenna radiation zone is operating in excess of FCC public or occupational standards, steps will be taken, such as fencing, posting of signs, relocation, lowering of power levels, etc. within 24 hours to bring the zone into compliance. Ground measurements of RFR levels will be taken before mitigation measures are implemented. It is recommended that each facility owner or facility manager, in accordance with FCC regulations 47 CFR sections 1.1307(b), 1.1310, and 2.1093, properly monitor Maximum Permissible Exposure (MPE) to electromagnetic fields for their facility.

Monitoring radiation levels at the site is the responsibility of all site users and shall occur at intervals to comply with FCC regulations and guidelines. A copy of the monitoring report shall be provided to the Forest Service within 30 days of its completion.

Security fences with RFR notice signs are required around areas that exceed public use levels. All fencing location and design shall be pre-approved by the Forest Service.

Warning signs shall comply with American National Standards Institute (ANSI) C95.2 color, symbol, and content conventions. Contact information, including name and telephone number will also be included on warning signs.

Any identified RFR radiation problems that are, or could be, a public health hazard must be corrected within 24 hours after measurement tests have been completed or be removed from the site by the site user(s). If the proposed corrective action involves any new ground disturbance, it must be pre-approved by the Forest Service.

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F. Utilities

Site users shall pay for the cost to install and maintain utilities, including any resource surveys and reports needed for environmental compliance. For visual reasons, new overhead utility poles are not authorized.

1. Commercial Electrical Power

Commercial power is provided by Lower Valley Electric.

2. Telephone Service

Commercial telephone lines do service this site, and is provided by CenturyLink.

3. Fiber

Fiber optic lines do not service this site.

4. Fuel Storage

Fuel storage facilities on this site must be designed, installed and maintained according to applicable NFPA standards, federal, state and local laws and ordinances. All fuel storage tanks shall be grounded to the station ground mat.

Due to the hazardous nature of oil products (e.g., diesel fuel, gasoline or oil), storage and containment of these products is regulated by the Environmental Protection Agency and the Spill Prevention, Control and Countermeasure standards. These rules require containment of hazardous materials so that they do not contaminate surrounding areas or waterways.

If additional service is ever deemed necessary, a separate authorization will be issued to the owner of the service following the appropriate NEPA analysis and decision. The applicant must pay the cost of necessary resource surveys, and reports and construction costs including appropriate mitigation. For visual reasons, overhead utility lines may not be authorized.

G. Sanitary Facilities

No sanitation facilities exist at this site. If needed, any new sanitary facilities shall be pre-approved by the Forest Service. If it is determined by the authorized officer that the user needs such facilities, they will be provided by the applicant/holder in a manner and location satisfactory to the authorized officer and requirements of the local health department.

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H. Security and Law Enforcement

The Wyoming Highway Patrol and Teton County Sheriff's Department are the principal law enforcement agencies for the area in which the Snow King East Communications Site is located. In general, the Highway Patrol and County Sheriff are responsible for civil and criminal law enforcement. The Forest Service is responsible for enforcing Federal laws applicable to National Forest System lands, such as resource protection. Patrol and policing for security purposes is the holder's responsibility.

None of the facilities at Snow King East Communications Site are fenced. If fencing is ever deemed necessary for security purposes at the site, it must meet the following criteria:

1. All fences must meet health and safety requirements.
2. All fence locations and design require Forest Service pre-approval.
3. The standard fencing type will be wood or composite materials, however other material that will resist wind and snow damage may be approved by the Authorized Officer.
4. The standard fence height will be eight (8) feet.
5. Fencing will be designed, maintained, and of a type to minimize interference issues. All metal component fencing materials shall be hot-dip galvanized coated to minimize corrosion and dissimilar metal contacts.
6. Fencing shall be grounded at regular intervals not to exceed 20 feet to the station ground mat. The purpose of this requirement is to lower its conductivity to RF signals and shunt those RF signals to ground and prevent re-radiation.
7. Fences will be signed with RFR notices if RFR is above public levels.

I. Site Maintenance

The objectives of site maintenance are to present a clean, neat, and orderly appearance at the site and to have all the authorized improvements at the site be safe for workers and the public. All users are responsible for maintaining the overall appearance of the site.

Miscellaneous debris remaining after any construction or installation, removal or modification of equipment is not only a hazard but can cause interference or intermodulation problems. All loose debris must be removed from the site within 30 days after completing construction, reconstruction, or other activities. In particular, all loose wire or metal objects shall be removed from the site. The users of the site shall remove graffiti within ten working days of finding it. If graffiti is on natural features, such as

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rocks and trees, site users will remove graffiti using a method approved by the authorized officer.

Holders may not leave or dispose of trash, garbage, or cut brush on National Forest System lands. No outside trash or litter containers are allowed. Site users shall remove all trash and litter from the site as it is produced. Policing of litter in common areas, such as the areas between buildings and developed sites, is the shared responsibility of those holders bordering these areas.

Peeling paint on buildings and towers shall be re-painted within thirty days of discovery or as soon as possible as allowed by weather conditions.

J. Inspections

Unless waived in writing by the authorized officer, the holder shall have conducted annually a certified inspection of the facilities and equipment covered by the authorization. The inspection shall include a technical review that should ensure that all authorized equipment is operating in accordance with requirement of this site plan, the applicable FCC license or NTIA authorization, ANSI standards, and the manufacturer's specifications. In addition, the inspection should ensure that the authorized equipment is secure, free of rust, properly grounded, and otherwise properly operated and maintained. A copy of the inspection report, certified by a telecommunication specialist, shall be provided to the authorized officer within 30 days of completion of the inspection. The Forest Service may also conduct periodic reviews to monitor for authorization compliance.

K. Fire Prevention and Hazard Reduction Requirements

Facility owners and facility managers will be required to control vegetation within the fenced or immediate area around their facilities. Gravel/mineral soil (i.e. bare ground or mowed vegetation) must be maintained to a minimum of thirty (30) feet clearance around buildings and a minimum of thirty (30) feet clearance around any propane tank. Identified threatened, endangered, or sensitive plant species must remain within the minimum clearance areas.

Smoking is prohibited in flammable vegetation areas.

Roof structures shall be kept reasonably clear of debris at all times.

No explosives will be stored at this site. Flammable materials shall be stored in conformance with the requirements of local fire regulations. Flammables will be placed in closed containers and stored away from sources of ignition and combustible materials. If flammables are stored within a building, the building will be locked, properly signed and well ventilated.

Approved spark arresters will be required and maintained on all internal combustion engines.

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At least one (1) U.L. rated 20 lb. A:B:C dry chemical fire extinguisher is required inside each building. Prior to each June, fire extinguisher(s) shall be inspected by holders and refilled, if necessary.

Any fire will be immediately reported to "911", the nearest Forest Service office and/or Teton County Sheriff's Office.

Forest Service Officers will make periodic fire prevention inspections. They will call to the holder's attention any lack of compliance with the above regulations, plus any other existing hazards. Compliance with these inspections is required within the time limits specified in the inspection report.

All fire protection standards must be accomplished by the beginning of fire season unless otherwise agreed to, and then maintained throughout the fire season.

For new construction, the Forest Service will provide the Holder with a separate Construction Fire Plan which will be prepared at that time as applicable. State and local laws/regulations must be followed for the diesel tank installation.

L. Access

1. Road

Holders who damage the access road, or any of its associated improvements, such as ditches, culverts, roadside vegetation, signs, gates and underground utilities and facilities, shall be required to repair the road to conditions equal to or superior to those prior to any damage or disturbance.

The primary access to the site is via the summer maintenance roads through the Snow King Mountain Resort ski area or via the chair lift. All access must be coordinated with the ski area in advance. Winter access may also be via ski lift or with over the snow equipment specifically operated by Snow King Mountain Resort or otherwise authorized to eliminate any on-site public safety hazards.

The road access is via US Highway 191, approximately two miles south of Jackson to Leeks Canyon. The access is gated at Highway 191 as it crosses ¼ mile of private land then over a native surface four-wheel drive road 2 miles to the summit of the ridge. This route is extremely limited as the Forest Service does not hold an easement. Users must obtain approval from the private land owner to access the site via this route.

2. Internal Roads and Parking Areas

Internal roads and parking areas within the communications site are the responsibility of the site users. Interior roads and parking areas shall be

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planned and approved by the authorized officer in conjunction with establishment of new facilities. Interior roads shall be maintained so as to allow only one entrance to the site. The intent is to discourage off-road vehicle use in and around the site.

3. Road Closures

Forest Service roads are subject to periodic closures to entry during periods of extreme fire danger, inclement weather, or wetness. Site users may access the site during these closures if they have prior, written approval from the authorized officer.

IX. SITE ASSOCIATION AND ADVISORY GROUP

A Site Users' Association is recommended at this site. If formed in the future, all authorization holders would be encouraged to join the association. The goal of the association would be to maximize the effective use of the site, coordinate access and maintenance.

The objective of a sanctioned association would also be to represent all site users as a group when dealing with the Jackson Ranger District Office on matters relating to the site administration. The association would be able to work in cooperation with the Forest Service to identify problems or opportunities and make recommendations to the Forest Service for any changes in management strategies at the site. The association could also provide input to the Forest Service regarding the future addition of equipment and facilities at the site. While the advice and recommendations of the association would not be binding on the Forest Service, the Forest Service could use the input for administration of the site. The Forest Service would be a member of such a group and would help jointly develop the charter (i.e., the ground rules).

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X. APPENDICES

APPENDIX A – Location Map



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Site Map



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APPENDIX B – Authorized Facilities

Facility	Auth. ID	Use	Building	Tower	Other
Facility #1 Central Wyoming College dba Wyoming PBS	JAC220701	LPTV	(1) 8'x 8' wood (1) 10' x 10' x 10' triangular shaped building	(1) 30' telephone pole with 2" galvanized pipe extending 12' high. (1) 25' telephone pole with a 2" galvanized pipe extending to 8' high	
Facility #2 Lower Valley Energy	JAC406603	PMRS	(1) 8'x 8' block	(2) telephone poles in the ground (1) metal pole on the building	
Facility #3 American Towers LLC	JAC469401	FAM	(1) 13'4" x 16' North block building (1) 30' x 30' South block building	North (1) 199' guyed steel tower (1) 40' guyed steel tower South (1) 199' guyed steel tower (1) 185' guyed steel tower	—
Facility #4 Educational Media Foundation	JAC225101	FM	—	Satellite receive dish located south of Facility #3 North Building.	—
Facility #5 Static Peak, LLC	JAC435402	PMRS	(1) 10' x 10' masonry block building	(1) 40' steel three-post lattice tower (2) 30' wood poles (1) steel tower mounted on building	—
Facility #6 WYDOT	JAC101501	PMRS	(1) 13'x 40' building	(1) 100' lattice tower	(1) 1,000-gallon propane tank (1) propane generator located within the building

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Facility	Auth. ID	Use	Building	Tower	Other
Facility #7 Qwest dba CenturyLink	JAC403033	PMRS	8'x 8' shelter fiberglass	(2) 20' wood masts	—
Facility #8 American Towers LLC	JAC469401	FAM	(1) 30' x 30' South block building	South (1) 199' guyed steel tower (1) 185' guyed steel tower	—
Facility #9 University of Wyoming	JAC223105	FM	—	Satellite receive dish located southwest of Facility #8 South building	—

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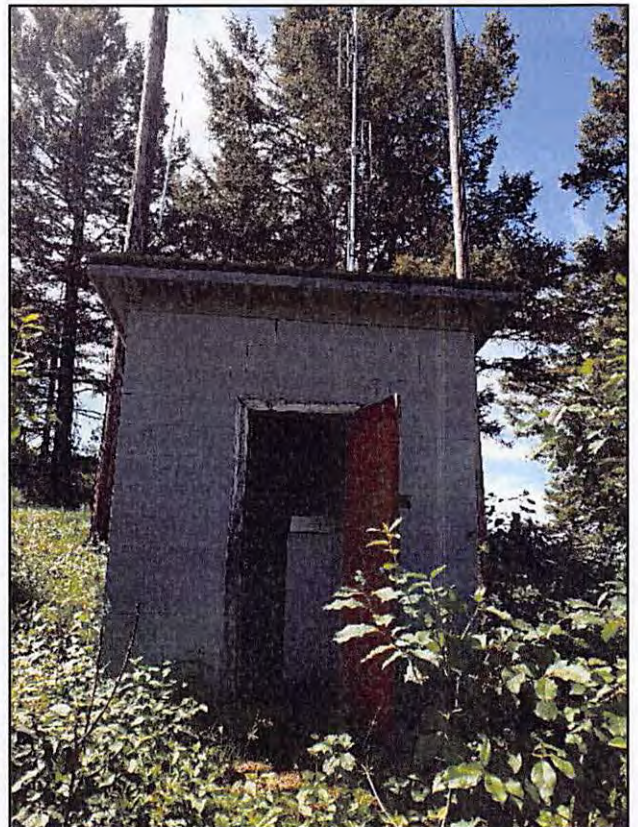
APPENDIX C – Facility Photographs

Facility #1 - Central Wyoming College



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Facility #2 – Lower Valley Energy



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Facility #3 – American Tower (north)



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Facility #4 – Educational Media Foundation



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Facility #5 – Static Peak, LLC



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Facility #6 – WYDOT



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Facility #7 - CenturyLink



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Facility #8 – American Tower (south)



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Facility #9 – University of Wyoming



Auth ID: JAC223105
Contact Name: UNIVERSITY OF WYOMING TRUSTEES
Expiration Date: 12/31/2046
Use Code: 808

FS-2700-10b (V.01/2014)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**

UNIVERSITY OF WYOMING TRUSTEES ATTN: WILLIAM MAI of 1000 E. UNIVERSITY AVE. DEPT. 4308 LARAMIE, WY 82071.

THIS LEASE, dated this 6th day of October, 2017 by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and UNIVERSITY OF WYOMING, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the BRIDGER-TETON NATIONAL FOREST wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described communications facility in the County of WY: TETON State of WYOMING, Sec. 3, T. 40 N., R. 116 W., 6TH PRINCIPAL MERIDIAN (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a FM Broadcast Translator communications facility. Authorized facilities under this lease include:

One 1.8 m RxTx Class 1 Antenna System satellite dish located outside the fence near American Towers' southernmost building.

The location of the property is shown generally on the **map**, which is attached and made part hereof as Exhibit A. **The Snow King East Communications Site Plan is attached as Exhibit B.**

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on 12/31/2046. Termination at the end of the lease term shall occur by operation of law and shall not require any addition notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.

B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit n/a operation shall commence on the issue date of this lease. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when rent has been exempted or waived in whole or part. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index - Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 90.

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site management plan.

C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.

C. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Revocation, Termination and Suspension.

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 1 year.

3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the

improvements as declared by the Lessee's Federal tax amortization schedules.

5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 214, or revisions thereto.

6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the holder from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 90 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

D. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.

2. The right to modify the communications site plan as deemed necessary.

3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.

4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

E. Noxious Weed/Exotic Plant Prevention and Control (R4-D3). The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by (county weed authority/national forest) in which the authorized use is located.

The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated within the authorized area.

When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest Service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

F. Grizzly Bear Protection (R4-D5). This special use authorization includes land which is part of the habitat of the grizzly bear. Therefore, in compliance with Forest Service responsibilities under the Endangered Species Act of 1973, 16 U.S.C. 1531, the following conditions apply to this special use authorization:

- a. The Forest Service Authorized Officer may order an immediate temporary suspension of all human activities permitted by this authorization and, if needed, revoke the special use authorization when, in his/her judgment, such action is necessary in order to prevent confrontation or conflict between humans and grizzly bears. The holder shall immediately comply with such order. The United States shall not be liable for any consequences from such a suspension or revocation. Suspension or revocation, may be appealed to the next higher level, as provided in Secretary of Agriculture Regulations.
- b. The holder, his/her agents, employees, contractors, and subcontractors will comply with the requirements of the attached Grizzly Bear Management and Protection Plan dated current in the conduct of any and all activities authorized. The Forest Service Authorized Officer may review and revise the plan as needed.
- c. The holder assumes full responsibility and shall hold the United States harmless from any and all claims by him/her or by third parties for any damages to life or property arising from the activities authorized by this special use authorization and encounters with grizzly bears, or from suspension or revocation of activities authorized by this special use authorization.
- d. Intentional or negligent acts by the holder, his/her agents, employees, contractors, and subcontractors that result in injury or death of a grizzly bear will be cause for revocation of this authorization in whole or in part.
- e. Failure to comply with provisions a, b, or c may result in suspension or revocation, of this authorization in whole or in part, and may cause criminal action to be taken against the holder under provisions of the Endangered Species Act of 1973, as amended, or other applicable authority.

The Grizzly Bear Management and Protection Plan provided for in paragraph b above will, as a minimum, address the following:

- a. Camp locations and period of time each location is to be used.
- b. Areas to avoid or enter, by type of activities, schedule.
- c. Seasonal or other human activity limitations.
- d. Livestock and Pets: 1) by location; 2) numbers; 3) types (horses, dogs, and so forth); and 4) treatment of carcasses.
- e. Food Storage: 1) livestock and pets; and 2) human.
- f. Food preparation and cleanup.
- g. Garbage and Refuse Disposal: 1) livestock and pets; and 2) human.
- h. Storage of game meat, if applicable.
- i. Suggestions for minimizing direct conflict.
- j. Human safety.

G. Removal and Planting of Vegetation and Other Resources (D-5). This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the Authorized Officer or the Authorized Officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the Bridger-Teton National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the Authorized Officer. Trees, shrubs, and other plants may be planted within the permit area with prior written approval of the Authorized Officer.

H. Ground Surface Protection and Restoration (D-9). The holder shall prevent and control soil erosion and gulying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

I. Herbicide and Pesticide Use (D-18). Herbicides and pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, or fish without the prior written approval of the Authorized Officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the Authorized Officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System

lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

J. Improvement Relocation (X-33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

K. Communications Site - Management Plan (X-49). All development, operation, and maintenance of the authorized facility, improvements, and equipment located in the permit area shall be in accordance with the applicable communications site management plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements in the permit area as well as revisions to those plans must be prepared by a licensed Engineer, Architect, or Landscape Architect. These plans must have written approval from the Authorized Officer before commencement of any work. After work is completed, as-built plans, maps, surveys, and other similar documentation must be provided to the Authorized Officer and appended to the communications site plan.

L. Communications Site - Equipment Interference (X-51). The holder shall ensure that the holder's equipment operates in a manner which will not cause harmful interference with the operation of existing equipment at or adjacent to the communications site identified in this permit. If the Authorized Officer or authorized FCC official determines that the holder's use interferes with existing equipment, the holder shall promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

ACCEPTED this 6th day of October, 2017 I, William Mai, the undersigned have read, understand and accept the terms and conditions of this lease.

Ganets Lowe
Associate VP for Fiscal Administration

for
WILLIAM MAI
Vice President for Administration
Deputy Treasurer, Board of Trustees

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

DALE A. DEITER
DALE A. DEITER
District Ranger
Forest Service
Department of Agriculture

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



Exhibit A
Permittee: UNIVERSITY OF WYOMING TRUSTEES
Permit #: JAC223105
Type of Use: 808-Broadcast Translator/Low Power TV & FM

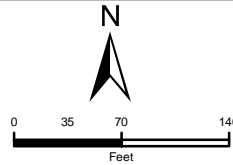


AGENDA ITEM TITLE: UniWyo Federal Credit Union Campus Branch Lease Extension,
Mai

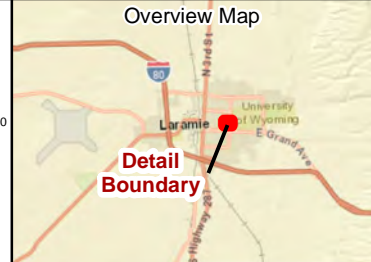


UniWyo Federal Credit Union
Campus Branch
Lease Extension
McWhinnie Hall
Laramie, Wyoming

-  McWhinnie Hall Building
-  UniWyo Federal Credit Union



Date: 4/14/2020
Prepared by:
Real Estate Operations



Disclaimer: This map is provided as a visual aid only and its accuracy is not guaranteed.
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**LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
UNIWYO FEDERAL CREDIT UNION**

THIS LEASE AGREEMENT, hereinafter referred to as "Lease", is made this 1st day of July 2020, by and between the Trustees of the University of Wyoming, a body corporate duly organized and validly existing under the Constitution and laws of the State of Wyoming, hereinafter referred to as "Lessor", and UniWyo Federal Credit Union, by and through its Board of Directors, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the original term of the Lease between Lessor and Lessee dated July 1, 2012 is nearing expiration; and

WHEREAS, Lessee has notified Lessor of Lessee's desire to extend the lease for an additional term; and

WHEREAS, Lessor is the sole owner of the premises described below, and has agreed to extend said lease for an additional term as set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions as set forth herein, the parties agree as follows:

Article 1. PREMISES:

Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor room 120 containing approximately Seven-Hundred Fifty (750) square feet of exclusive area in that certain building named McWhinnie Hall, located on the Campus of the University of Wyoming, Laramie, WY 82071, hereinafter referred to as the "Premises", and as shown on Exhibit A attached hereto. Lessee shall be allowed to install an Automatic Teller Machine (ATM) in the exterior vestibule on the north side and adjacent to the main exterior entrance into room 120.

Article 2. TERM:

Section 2.01 Term. Lessor leases the Premises to Lessee for a term of ten years commencing on July 1, 2020 and terminating June 30, 2030, unless earlier terminated, as hereinafter provided.

Section 2.02 Option to Renew. Lessor may grant Lessee an option to renew or extend this Lease for an additional term, subject to Section 3.02. Any renewals or extensions of this Lease shall be on terms and for a duration as agreed to in writing between the parties. Lessee must exercise its option to renew by providing written notice to Lessor a minimum of ninety (90) days prior to the expiration of the Term of this Lease.

Section 2.03 Termination. Lessor or Lessee may terminate this agreement at any time upon three hundred sixty-five (365) days prior written notice to the other party. Lessee shall, upon termination of this Lease, remove all of Lessee's property from the Premises in a manner so as to minimize damage to the Premises and return the Premises in a clean and orderly condition to Lessor, normal wear and tear excepted.

Article 3. PAYMENT:

Section 3.01 Rent. Lessee shall pay to Lessor rent in the amount of Eight Hundred Fifty Dollars (\$850.00) per month, payable in advance to Lessor on or before the fifth day of each month. Payments shall be made to "University of Wyoming" and hand delivered to Room 127 Bureau of Mines Building or mailed to:

University of Wyoming
Real Estate Operations
Dept. 4308
1000. E. University Avenue
Laramie, WY 82071

Section 3.02 Rent Adjustment. The rent may be adjusted annually and shall reflect the change in the Wyoming Cost of Living Index (All Items) from the previous year as published for the Fourth Quarter of the previous year and available from the Wyoming Economic Analysis Division. Lessor and Lessee also acknowledge the monthly rent payment covers the usage by Lessee of existing water, gas, electricity, steam and distribution systems (collectively "utilities") upon the Leased Premises and are paid by Lessor. Lessor reserves the right to review and adjust the monthly rent accordingly to cover Lessee's cost of utilities and custodial expenses as described in Article 13 below. Lessor shall notify Lessee of the rent adjustment and revised monthly payment in writing on or before April 30 of the current year. An Addendum or Amendment to this Agreement shall be executed upon each rent adjustment and shall reflect the revised monthly payment.

Article 4. PAYMENT OF UTILITIES:

Section 4.01 Lessor shall pay for water, gas, electricity, and steam use on the Premises.

Section 4.02 Lessee shall pay, on or before the specified due dates, for Lessee's telephone, and data services.

Article 5. USE OF PREMISES:

Section 5.01 The Premises shall be used for the purposes described herein and for no other purpose without the express written consent of Lessor. Lessee will use the Premises as a UniWyo Branch Office for credit-union business.

Section 5.02 It is the general intent of this Lease to authorize the use of the Premises for legally permissible purposes and is limited to the extent to which the Premises can be used to directly compete with other businesses engaged in the same or similar activities.

Section 5.03 Lessees will abide by all city and/or state codes and zoning ordinances. No part of the Property, including the Premises, shall be used for any purpose which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the building or which may increase the premiums thereof, which will interfere with the general safety, comfort and convenience of the Lessor and Lessee of the Premises. There shall be no commercial sale of food or beverages by mobile facilities or by vending machines or equipment on the Premises, without the written consent of Lessor.

Section 5.04 Substitute Premises. In the event the Premises must incur major repairs and/or renovation, or Lessor must re-allocate space within the Premises affecting Lessee's operations, Lessor and Lessee will use a good faith effort to identify a substitute Premises. If Lessor and Lessee fail to identify a substitute Premises, this Agreement shall terminate at the option of either party upon ninety (90) days advance written notice to the other party.

Article 6. TAXES:

Lessee shall pay any applicable taxes as a result of Lessee's use of the premises. Lessor is tax exempt.

Article 7. ACCEPTANCE OF PREMISES:

Lessee accepts the Premises "as is" and without warranties of any kind except as

may be set forth in this Lease.

Article 8. RIGHT TO ASSIGN OR SUBLET:

Lessee shall not assign this Lease nor sublet all or any portion of the Premises.

Article 9. RULES, REGULATIONS, AND POLICIES:

Section 9.01 Lessee shall use the Premises in accordance with such rules, regulations, and policies as may from time to time be made by Lessor for the general safety, comfort, enjoyment and convenience of the Lessee and Lessor. Lessee shall cause its customers, employees and invitees to abide by such rules and regulations. Lessee shall be deemed to have knowledge and notice of all rules, regulations, and policies of the Premises.

Section 9.02 These rules, regulations, and policies may be added to or amended from time-to-time by Lessor and such amendments will become effective immediately. Lessee agrees to abide by all rules, regulations, and policies of the Premises and acknowledges that violation constitutes a breach of the Lease. Lessee understands that it is Lessee's responsibility to remain informed.

Section 9.03 These Rules and Regulations are for the mutual benefit of all. Lessee, agrees to be bound and comply with the Rules and Regulations as follows:

- (a) TRASH: Lessee shall deposit trash in the dumpsters in an appropriate container and agrees not to leave or store any materials, litter, or trash in the common areas, on the grounds, or in the parking areas. Lessee agrees to pay for trash needing to be removed by Lessor, which was not properly disposed of by Lessee. Lessee further agrees, in the event a larger amount of trash must be removed, Lessee agrees to contact Lessor and arrange an extra pick-up which Lessee agrees to pay.
- (b) MAIL AND PARCEL HANDLING: In accordance with CFR 39 Part 310, the Lessor will not accept any mail or parcel deliveries on behalf of Lessee. All mail and parcel deliveries addressed to Lessee must be directed to Lessee's business address at 2020 Grand Avenue, Suite 100, Laramie, WY 82070 or by other Postal Service delivery methods.
- (c) PARKING: The use of parking facilities shall be subject to the Premises' Rules and Regulations. Lessee shall not permit the use by its employees of the parking area for overnight storage of automobiles or other vehicles, and may not interfere with maintenance, snow removal, traffic flow, or emergency vehicles. Lessor has the right to tow any vehicle(s) blocking or interfering with traffic flow, dock doors, and/or snow removal or maintenance equipment. Any vehicle(s) snowed-in for a period of twenty-four (24) hours or more, will be considered abandoned and will be towed from the Premises (Notice Not Required Prior to Towing Thereof). Any towing is at the vehicle owner or operator's expense.
- (d) PARKING PERMITS: Lessee's employees shall be allowed to purchase University of Wyoming parking permits like UW employees for its UniWyo Branch Office on Lessor's campus. Lessee shall also be allowed to use up to 30 parking spaces in Lessor's Admin Office Annex Building parking lot, designated as "UniWyo Employee Parking" in the area as shown on Exhibit B, attached hereto. Lessee shall be allowed to use the designated "UniWyo Employee Parking" parking spaces upon appropriate payment to Lessor for the number of annual purchased permits to be issued to Lessee. Vehicles not displaying UniWyo Employee parking tags or not parked in the designated area will be subject to ticketing by University of Wyoming Transit and Parking Services.

- (e) **SIGNS:** No sign, advertisement, or other lettering shall be painted, affixed, or exposed on the windows or doors or any part of the outside of the building or premises without prior written consent of Lessor. All identification signs shall be keeping with the overall standards and regulations of the Lessor.
- (f) **FIXTURE MOVEMENT:** Lessee agrees that all furniture, fixtures, and goods will be moved by Lessee if such moving is necessary for purposes of building construction, repair, and/or maintenance, provided Lessee has been notified in advance, unless there is an emergency and advance notification is not possible.
- (g) **LOCKS:** No additional locks will be placed on any of the doors in the building, or lock changes made, without Lessor's prior written approval.
- (h) **ALCOHOLIC BEVERAGES:** The use, supply, or consumption of alcoholic beverages within the Premises is strictly prohibited except as expressly approved in advance by Lessor.

Article 10. RIGHT TO ENTER:

Lessor, its agents and representatives may at reasonable times during the day and night, with 24 hour prior written notice to Lessee, by way of mail, fax, or posting on Lessee's door of Premises, enter to view and inspect the Premises, or to make repairs, or to make such improvements or changes in the Premises as Lessor may deem necessary for the safe and efficient operation of the Premises. The right of entry reserved in the immediately preceding sentence shall not be deemed to impose any greater obligation on Lessor to maintain, repair or change the Premises than is specifically provided in this Lease. Notwithstanding anything to the contrary contained herein, the Lessor, its agents or representatives may at any time in case of emergency enter the Premises and do such acts as Lessor may deem proper in order to protect the Premises or occupants of the Premises.

Article 11. INSURANCE:

Section 11.01 Lessee shall, at all times during the term hereof and at its sole expense, keep in force, at its sole expense, general liability insurance, to include property damage and bodily injury; and, automobile liability insurance, covering any auto (owned, non-owned and hired), each with a minimum per occurrence limit of \$1,000,000 or as a combined single limit. It is understood and agreed that the LESSEE's insurance coverage(s) are written on a primary basis and not contributing with and not in excess of any coverage(s), that LESSOR may carry. Lessee shall maintain workers' compensation and employer's stop gap liability coverage as required by Wyoming law.

Section 11.02 Lessor shall be named as an additional insured on all Lessee liability insurance policies required under this Lease. Coverage(s) may not be canceled, amended, or allowed to lapse without thirty (30) days advance written notice to Lessor by Lessee's insurance carrier. Certificate(s) of insurance evidencing the coverage and requirements hereunder shall be submitted to the Lessor. All insurance must be placed with insurers licensed to do business in Wyoming and having an A.M. Best Company rating of no less than AVIII.

Section 11.03 Lessee understands that the risk of the loss of the personal property owned by or under the control of Lessee and located in the demised premises is solely the responsibility of Lessee and Lessor shall have no responsibility for loss of such property regardless of cause. Lessee further acknowledges that in the event Lessee wishes to insure said property against loss, that Lessee shall have the sole responsibility of obtaining and paying for such insurance.

Section 11.04 Lessor shall procure and maintain all insurance it deems necessary for its protection. LESSOR shall carry insurance in accordance with LESSOR's normal risk management and insurance program.

Article 12. REPAIR:

Section 12.01 Major Repairs. Major building and facility repair and replacement means the repair or replacement of complete or major portions of building and facility systems at irregular intervals which is required to continue the use of the building or facility at its original capacity for its original intended use, including for compliance with the Americans with Disabilities Act, and is typically accomplished by contractors, with coordination and approval of Lessor, due to the personnel demand to accomplish the work in a timely manner, the level of sophistication of the work or the need for warranted work. Lessor shall inspect, maintain and repair the structural and mechanical parts of Premises, including the roof, exterior and interior walls, floors and ceilings, the HVAC system, and exterior window damage, to the extent such damage is not caused by Lessee, its employees, invitees or customers.

Section 12.02 Routine Maintenance and Repairs. Routine maintenance and repair means activities necessary to keep a building or facility in safe and good working order so that it may be used at its original or designed capacity for its originally intended purposes, including janitorial, and maintenance tasks done on a routine basis, and any routine tasks accomplished by contractors such as elevator or other specialized equipment or building system maintenance on a routine basis. Lessor shall maintain and repair the common areas of the building (including bathrooms) within Premises.

Section 12.03 Lessee shall keep the non-structural portions of the Premises, including any improvements made by Lessee, in good repair at Lessee's expense. "Non-structural" means any portion of the Premises not considered a major building system and which are not considered permanent fixtures. Lessee will keep the Premises clean and in good repair against physical damage, including the following: interior paint, ceiling tiles, floor coverings, wall coverings, lighting fixtures, door closures, and window glass within windows and doors located in the Premises.

Section 12.04 Specialized Equipment Maintenance. Specialized equipment maintenance means the activity necessary to keep systems installed, and utilized exclusively by the Lessee in safe and good working order in accordance with the systems original design and capacity. These systems are unique regarding their function, and maintenance or repair may be accomplished by contractors with coordination and approval of Lessor. Lessee's specialized equipment shall be maintained or repaired at the sole cost and expense of Lessee.

Article 13. CUSTODIAL & GROUNDS SERVICES:

Section 13.01 Lessor shall maintain and clean the common areas of the building (including bathrooms) and the grounds within Premises, including maintaining and plowing the driveways and parking areas and shoveling sidewalks. The custodial services within the areas utilized by the Lessee shall be cleaned by Lessor based on Level 2 Standards and periodic inspections will be conducted by qualified representatives for the Lessor and Lessee. The standards will be according to the Custodial Staffing Guidelines for Educational Facilities published by APPA (Association of Physical Plant Administrators).

Section 13.02 Lessor will provide custodial services between 8:00 am and 8:30, Monday through Friday. These times shall be consistent with normal operating hours of the Lessee.

Article 14. ALTERATIONS:

Section 14.01 Lessee will not make any alterations, additions, or improvements to the Premises without the written approval of the other Lessor. All alterations or additions which may be made by either of the parties hereto to the Premises shall remain upon and be surrendered with the Premises, as part thereof, at the termination of the Lease. Either party will not cause any lien to be filed or asserted against the Premises for any labor or material furnished to, or for the account of Lessor or Lessee, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on or about the Premises.

Section 14.02 All alterations, additions, and improvements made to the Premises at the commencement of the current term, and those that may be erected or installed in any previous term, shall become part of the Premises, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee and may be removed by Lessee in a workmanlike manner upon termination of this Lease.

Article 15. VANDALISM, MISUSE AND WASTE:

Section 15.01 Lessee shall be responsible for all costs of damage or destruction of Premises, determined as vandalism, and/or damage caused by Lessee, its agents, employees, or invitees. The cost to repair said vandalism or damage shall be the responsibility of Lessee. Lessee shall promptly repair the damage by or under the direction of the Lessor. If repairs are completed by the Lessor, Lessee shall be billed separately by the Lessor for the cost of any vandalism or damage that is Lessee's responsibility, and said bill shall be paid by Lessee within thirty (30) days of receipt thereof.

- (a) The term "vandalism" as used herein shall be defined to mean the knowing defacement, injury, or destruction of Lessor or Lessee's property without the consent of Lessor or Lessee.
- (b) By curing damage or vandalism, the life of the damaged component is neither renewed nor prolonged; it is simply restored to its condition prior to damage.

Section 15.02 Lessee shall pay to Lessor, within thirty (30) days of written request an amount equal to any cost incurred by Lessor in repairing the Premises and public areas of the Premises where such repairs were made by the negligence of, or misuse by, Lessee, its agents, its customers, its employees or its invitees.

Section 15.03 Lessee shall conserve heat, air conditioning, water, and electricity and shall use due care in the use of the Premises. Without qualifying the foregoing, Lessee shall not neglect or misuse water fixtures, electric lights and heating and air conditioning apparatus. Lessee shall pay promptly to Lessor, upon demand, an amount equal to any cost incurred by Lessor in repairing the Premises where such repair was made necessary by the negligence of, or misuse by Lessee or an employee, customer or invitee of the Lessee, or by reason of any open window in the Premises. Lessee shall promptly notify the Lessor of any damage to or defective condition existing in the Premises from time to time.

Article 16. TEMPORARY INTERRUPTION OF SERVICES:

Lessor shall not be liable to Lessee, its agents, employees, representatives, customers, or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or from any temporary failure or lack of services. No variation, interruption or failure of services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or temporary

failure or lack of services shall be deemed constructive eviction of Lessee or relieve Lessee from any of Lessee's obligations.

Article 17. DEFAULT: In the event there is a default by Lessee with respect to any of the provisions of this Agreement or its obligations hereunder, including the payment of rent, Lessor shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the same within the time periods provided in this paragraph.

Article 18. LESSEE TO SURRENDER PREMISES:
Upon the expiration or the termination of this Lease, Lessee shall, at Lessee's expense, remove Lessee's personal property and deliver the Premises to Lessor, peaceably and quietly, in as good order and condition that existed prior to commencement of this Lease, reasonable wear and tear excepted. Lessee shall remove all of Lessee's personal property, including but not limited to, moveable trade fixtures, specialized equipment, furniture and furnishings in an workmanlike manner so as to minimize damage to the Premises. Any property left in the Premises after the expiration or termination of this Lease shall be deemed to have been abandoned by Lessee and shall become the property of Lessor.

Article 19. WAIVER OF SUBROGATION; FIRE OR OTHER CASUALTY:

Section 19.01 If the Premises is damaged or destroyed in a manner caused by Lessor; then Lessor, its agents, employees, representatives and invitees are hereby released from any liability by reason thereof, but only to the extent of insurance proceeds realized by Lessee as a result of such damage or destruction. In no event shall any such release be applicable if to do so would work in contravention of any requirement in an applicable policy of insurance to the effect that if the insured waives subrogation, coverage is or may be void.

Section 19.02 If the Premises is damaged or destroyed by fire or any no fault cause, Lessor, its agents, employees, representatives and invitees are hereby released from any liability by reason thereof.

Section 19.03 In the case of damage or destruction of the Premises which will prohibit Lessee from using the Premises, regardless of the cause, Lessor shall notify Lessee of the estimated time for repair or replacement. If the repair or replacement required to allow Lessee use of the Premises is estimated to exceed 120 days, Lessee shall have the right to terminate this contract upon no less than 30 days notice to Lessor.

Article 20. WAIVER:

Failure of Lessor or Lessee to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or relinquishment for the future of such term covenant, condition, or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of Payments with knowledge of a breach in any terms, covenants or conditions of this Lease to be kept or performed by Lessee shall not be deemed a waiver of such breach, and Lessor shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Lessor.

Article 21. NOTICE:

Any notice or termination by the parties requiring verification by signing authority must be served by certified mail, postage prepaid and return receipt requested. For purposes of notification under the terms of this Lease:

Lessor's business address is:

UW Real Estate Operations
Dept. 4308
1000 E. University Ave.
Laramie, WY 82071
PH: (307) 766-2936/2937

Lessee's business address is:

President – UniWyo Federal Credit Union
2020 Grand Avenue, Suite 100
Laramie, WY 82070
PH: (307) 721-5611

Article 22. EXPENSES AND ATTORNEY'S FEES:

If suit shall be brought by either Lessor or Lessee arising out of the terms and provisions of this Lease, or because of the breach of any covenant herein contained on the part of Lessor or Lessee, the prevailing party shall recover all expenses incurred therefore, including reasonable attorneys' fees, unless prohibited by law.

Article 23. QUIET ENJOYMENT:

If and so long as Lessee keeps and performs each and every covenant and condition herein contained or to be kept and performed, on part of Lessee, Lessee shall quietly enjoy the Premises without hindrance by Lessor, except as may be reasonable and/or necessary to Lessor's obligations under this Lease

Article 24. GOVERNMENTAL:

Section 24.01 Indemnification. Lessee shall defend, indemnify and hold harmless the State of Wyoming, the University of Wyoming, its Trustees, officers, agents, employees and representatives from any and all claims for loss or damage to property or personal injury or death to persons, including costs, expenses and reasonable attorney fees, arising from the negligent or wrongful acts or omissions of Lessee, its officers, agents, employees and representatives.

Section 24.02 Sovereign Immunity. The University of Wyoming does not waive sovereign and/or governmental immunity by entering into this Lease and retains all immunities and defenses provided by law with regard to any actions or claims based on this agreement.

Section 24.03 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.

Section 24.04 Interpretation. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

Section 24.05 Equal Employment Opportunity. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American

with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. If applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Section 24.06 Handicapped Accessibility. The Buildings and Grounds will be in compliance with the Americans with Disabilities Act (ADA) § 42 U.S.C. 121 et seq. Should future modifications to the Buildings and Grounds be necessary to remain in compliance with ADA or other similar laws, Lessor will be allowed to make such modifications.

Article 25. MISCELLANEOUS:

Section 25.01 No Joint and Several Liabilities. It is understood and agreed that Lessee is a separate entity from Lessor. This co-occupancy between Lessor and Lessee of the Premises does not in any way create joint and several liabilities on behalf of either party for the negligent or intentional actions of the other party.

Section 25.02 Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the successors, assignees, and employees of both parties.

Section 25.03 Entirety of Lease. This Lease, along with any exhibits or attachments incorporated herein, contains the entire Lease between the parties and supersedes all prior negotiations, representations, or contracts, whether written or oral. This Lease may only be modified by mutual written agreement signed by both parties.

Section 25.04 Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity, the status of third party beneficiary, and this Lease shall not be construed to create such status. The parties to this lease intend and expressly agree that only the parties to this Lease shall have any legal or equitable rights to seek to enforce this Lease; to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease; or to bring an action for the breach of this Lease.

Section 25.05 Severability. If any term or provision of this Lease shall be judicially determined to be illegal or unenforceable, the remainder of this Lease shall not be affected and shall remain in full force and effect.

Section 25.06 Miscellaneous. The exhibits attached to this Lease Agreement are hereby declared to be a part of this Lease Agreement to the same extent and in the same manner as if the provisions thereof were actually embodied in this Lease Agreement.

Section 25.07 No Presumption Against Drafter. Lessor and Lessee agree both participated in the drafting of this Lease Agreement and therefore no presumption shall arise in the construction or interpretation of this Agreement that one party was the drafter. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

IN WITNESS HEREOF, the parties to this Lease, through their duly authorized representatives, have executed this Lease on the day and year first above written.

LESSOR:

Trustees of the University of Wyoming

William Mai Date
Interim Vice President for Administration

LESSEE:

UniWyo Federal Credit Union

 5/29/20

David Krause Date
President

AGENDA ITEM TITLE: Annual Internal Audit Plan , Salmans

Internal Audit Schedule 2020-2021

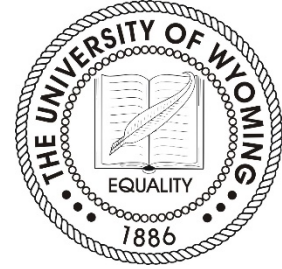
Audit Schedule for 2020-2021		Requested By
1	Alumni	Annual
2	NCAA	Annual/Athletics
3	Main Cashier	Annual/Financial Services
4	NCAA Football Ticket Verification	Annual/Athletics
5	Risk Assessment Survey / Result analysis / Audit Schedule Development	Annual
6	4-H Foundation	Annual
7	State Match	Annual
8	Athletics Business Office	Risk Assessment / Prior Year 18/19
9	Center of Innovation for Flow through Porous media (COIFPM)	Director Requested
10	Change of Management - Art Museum	Risk Assessment
11	Change of Management Academic Affairs	Risk Assessment
12	Change of Management Arts and Sciences	Risk Assessment
13	Change of Management Education	Risk Assessment
14	Change of Management Government and Community Affairs	Risk Assessment
15	Change of Management Haub School	Risk Assessment
16	Change of Management President's Office	Risk Assessment
17	Change of Management SER (attention on grants - Carbon Engineering Initiative)	Risk Assessment / Dean Request Engineering 19/20
18	Change of Management College of Engineering	Risk Assessment
19	Financial Aid	Risk Assessment
20	Shared Business Center for A&S--SSPAIS (School of Politics, Public Affaris and International Studies)--CJ/Soc (Criminal Justice and Sciology)	Dean Request A&S 19/20
21	UW apartments	Prior Year 18/19
22	UW Catering	Risk Assessment

AGENDA ITEM TITLE: Approval of modifications to UW Regulation 2-106 (Assignment of Grades) and adoption of new UW Regulation 2-121 (Change of Grades), Brown/Evans

Draft 4-23-20

UNIVERSITY OF WYOMING REGULATIONS

Subject: Assignment of Grades
Number: UW Regulation 2-106



I. PURPOSE

To define and standardize the grading system used at the University of Wyoming, including the reporting of mid-semester grades for fall and spring semesters, the changing of recorded grades, the “S-U” grading system, and assigning and removing “I” grades.

II. DEFINITIONS

Auditing a class: Enrollment in a course without academic credit, and receiving no grade.

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

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

Failure (F): May be assigned as a grade for failure to meet class requirements, for failure to attend, for academic dishonesty or to indicate failure to formally withdraw or terminate.

Incomplete (I): Temporary mark pending course work completion as agreed upon by faculty member and student.

Not Reported (NR): Grade not reported (for mid-semester grades only).

Satisfactory (S): Equivalent to a C or better (B or better in courses numbered 5000 or above), and may be assigned only in courses designated S/U or in courses which the student has requested S/U.

Draft 4-23-20

Unable to Compute Grades (UK): Unable to compute grades (for mid-semester grades only).

Unsatisfactory (U): Equivalent to a D or lower (C or lower in courses numbered 5000 or above), and may be assigned only in courses designated S/U or in courses which the student has requested S/U.

Withdrawal (W): Withdrawal from a specified course or from the University only if the student follows the official withdrawal procedure.

III. GRADING SYSTEM

A. Grading System

Students will be evaluated by faculty in accordance with the following grading system:

Grade	A	B	C	D	F
Points	4.000	3.000	2.000	1.000	0.000

B. Final grades for semester length courses and blocked courses that meet for some part of the semester

1. Faculty shall submit final grades no later than four (4) working days following the last scheduled day of final exams, but no later than 8:00 a.m. the last working day before winter break. At the discretion of the Provost, an extension may be granted for extenuating circumstances. Calendar dates for mid-semester, last day of classes, and end of final exams will be defined in the approved academic calendar for each semester
2. The Office of the Registrar shall post all grades to the students' records in a prompt manner, not to exceed four (4) working days after grades are due.

C. Mid-Semester grades for semester length courses

1. Faculty shall submit mid-semester grades for each of their classes numbered below 5000 to the Office of the Registrar no later than four (4) working days following the mid-semester date.
2. Grades that can be assigned by faculty to individual students will be D, F, S, U, or UK.

Draft 4-23-20

- a. Grades of D, F, S, and U follow the same definitions as would be used to determine these grades at the end of the course.
 - b. If, due to lack of performance assessments such as exams, papers, homework, etc., a faculty member is unable to make a determination of a mid-semester grade, that faculty may assign a grade of UK.
3. The Office of the Registrar shall post all mid-semester grades to the students' records in a prompt manner.
 4. Mid-semester grades will not be displayed on official University transcripts.
 5. The form which reports mid-semester grades to students shall contain the following statement: "The mid-semester grade received in any particular class reflects the assessment of student performance during the first portion of the semester only."
 6. Early Alerts shall be supplied for all students registered in a 1000 level class. Instructors are encouraged to utilize the Early Alert mechanism for all classes that could be considered high impact. No restriction is placed on a when an Early Alert should not be used. Early Alert notifications are not grades, rather a notification mechanism to alert the student and direct and supplemental advisors of behavioral actions that could hinder a student's success in the class.

D. Applicability to 6000 level law courses

Section III of this Regulation does not apply to the grading system used for the 6000 level courses taught in the College of Law.

~~IV. CHANGE OF RECORDED GRADES~~

~~The assignment of grades for a course is the responsibility of the instructor of record. Grades which have been reported to the Registrar at the end of the assigned term are final and may be changed only as provided herein, except for temporary grades of I (incomplete).~~

~~A. Mode of grading~~

~~The mode of grading (letter grades or Satisfactory/Unsatisfactory) shall be that advertised for the course in the class schedule or that selected by the student. Changes in mode are permitted only during the authorized drop/add period and are not affected by this regulation.~~

~~B. Notice~~

Draft 4-23-20

~~The Office of the Registrar shall post final grades to the student's records in a prompt manner, not to exceed four (4) working days after grades are due.~~

~~C. Allowable reasons for change~~

~~An instructor may change a grade which has been reported to the Registrar only to correct an error and only with the approval of the Department, Division, or School Head and Dean of the College responsible for the course.~~

~~D. Administrative procedures~~

- ~~1. A request to change a recorded grade shall be made on a form provided by the Registrar and shall include an explanation of the error claimed to have occurred.~~
- ~~2. Once initiated, the form shall be handled only by appropriate faculty members and employees of the relevant department, division, or School, Dean, and Registrar.~~
- ~~3. The completed form shall be submitted to the Registrar within 30 calendar days or the beginning of the semester immediately following the term in which the grade was assigned.~~
- ~~4. If communication with the responsible instructor is demonstrably impractical, the Head of the department, division, or School concerned shall investigate the case and act upon the change of grade in the instructor's place. The same limitations in time shall apply.~~
- ~~5. When the completed form is received, the Registrar shall notify the student of the action taken.~~
- ~~6. Exceptions to the limitations in time may be approved by the Provost.~~

~~E. Appeals~~

~~A recorded grade may be changed through established appeal processes of individual colleges and/or the University.~~

V.IV. S-U GRADES

It is the intent of the "S-U" grading system and policies of the University to encourage students to take courses in subject matter areas outside their majors and related fields so that their academic experience may be broadened by a freer pursuit of their intellectual interests. It also provides a policy for grading of courses for which the conventional letter grade system is not applicable.

Draft 4-23-20

The grade of "S" shall signify the achievement of an acceptable competence in the subject matter of the course and shall entitle the student to the appropriate credit hours designated for the course. The grade of "U" shall signify an unacceptable level of achievement and shall not entitle the student to credit hours. Neither the "S" nor the "U" grade will carry grade-point designation nor will the credit hours attempted or completed under "S-U" be included in the calculation of the cumulative grade point.

The grade of "S" includes "A through C" ("A through B" in courses numbered 5000 or above) and the grade of "U" includes "D through F" ("C through F" in courses numbered 5000 or above) on the conventional grade scale.

A. Change of grading system

Students may change course registration to or from "S-U" and conventional letter grading during the normal drop-add period only.

B. Registration required

Enrollment in classes that do not offer both "S-U" and conventional grading will be subject to the assigned grading method for the course. In classes where both "S-U" and conventional grading exists, the student may choose enrollment for "S-U". Instructors shall be notified of the students registered for "S-U." Only students so registered may receive the "S-U" grade.

C. Auditing privilege

The privilege of non-credit enrollment in a class is available to any University student, upon approval of the adviser and the instructor. Students may change course registration to or from audit during the normal drop-add period only. Though this "auditing" privilege carries full rights of class participation, it offers no academic credit and will result in a grade of "Audit" (AUD). Auditors are expected to attend class regularly and complete such graded work as required by the instructor. The auditing privilege is subject to the same fee schedule as credit courses. Subsequent credit by special examination is not available.

D. General limitations

1. No student may use a course taken for "S-U" credit to satisfy University general education or University graduation academic requirements. This provision shall not apply to courses offered only with an "S-U" grade.
2. No student may receive a grade of "S-U" for a course the student is repeating unless the original grade was "U," or unless the course is offered for "S-U" only.

Draft 4-23-20

E. College limitations

In the University Catalog, each college shall specify the minimum number of conventionally graded (A-F) course hours necessary to satisfy degree requirements in that college. Those hours should not include courses offered for "S-U" only or credits earned by examination. Each academic program shall conform to relevant college policy and, in addition, shall specify which courses among those required that may not be taken for "S-U" credit. Otherwise, a student's discretion in, and opportunity for, choosing "S-U" grading shall not be limited.

F. Acceptable Petitions

A student who changes majors within a college or transfers from one college to another may petition the new department head or the dean of the new college for the acceptance of "S" credits previously earned where such credits are in conflict with published UW Regulations authorized in Section V.E above. Such petitions shall be reviewed under the same principles that are applied in the case of a student who transfers from a college or university other than the University of Wyoming.

VI.V. ASSIGNMENT AND REMOVAL OF THE GRADE OF I (INCOMPLETE)

A. Assigning and removing "I" grades and their effect upon graduation

A grade of I (incomplete) is a temporary grade assigned in those rare instances when no other grade will ensure justice to the student. The Final grade from the instructor should be submitted within 120 days of the end of the semester in which the "I" is given. The instructor is expected to communicate, in writing, with the student regarding the remaining tasks that must be performed to complete the course as well as the name of a substitute instructor if the instructor does not expect to be available to supervise completion of the course.

This information will be forwarded to the student and copies should be retained by the student, instructor, the relevant department, division, or School office, and a substitute instructor.

The Dean of Students is authorized to petition for an "I" in the name of a student who has been incapacitated. If a student has suffered a severe medical, emotional, or personal problem, the 120-day limit for completing the course may be extended with the approval of the instructor and the Dean of Students.

In specified research courses designated to the Registrar by the Dean of the College, the date of submitting the final grade for the course may be set to exceed the 120-day limit at the discretion of the instructor.

Draft 4-23-20

If the final grade for the course is not received by the Registrar by the date in the authorization:

1. The "I" will revert to an "F" for a student who has not graduated in the interim, and
2. The "I" will stand permanently for a student who has graduated in the interim.

During the time in which an "I" stands in a course, that course shall not be counted for credit, grade points, or university or college graduation requirements. A student's term grade point average with all associated honors will not be re-determined when an "I" is removed.

B. Administrative provisions

1. Information regarding authorization and processing of incomplete grades may be obtained from the Registrar.
2. The assignment of an "I" for individual students may not be used when extraordinary circumstances require the deferment of grade reporting for an entire class. In such instances the Dean of the College offering the course shall approve specific arrangements with the Registrar for the recording of grades.
3. College Deans shall file a list of "research courses" with the Registrar. Unless a research course receives approval from a Dean for an extension beyond 120 days, no extension will be allowed by the Registrar.
4. The 120-day period will be computed from the last day of a semester or the term during which the course was offered. To allow time for grading and delivery of the grade, instructors may establish an earlier time in the written authorization for the submission of completed coursework by the student.
5. The requirement that the grade of "I" stand permanently for a student who has graduated in the interim does not apply to those students who have filed with the Registrar prior to graduation permitting the course to be taken for application toward an advanced degree. In such cases, the grade of "I" may be changed without regard to the intervening graduation if course work is otherwise completed in a timely and satisfactory way.

Draft 4-23-20

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

Source: None

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

Associated Regulations, Policies, and Forms: None

History:

University Regulation 710, Revision 2; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/16/2012 Board of Trustees meeting
Revisions adopted 6/16/2015 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 6-710, now UW Regulation 2-106
Revisions adopted 6/12/2019 Board of Trustees meeting

University Regulation 716, Revision 1 and Change 1; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/16/2012 Board of Trustees meeting
Revision adopted 6/16/2015 Board of Trustees meeting
Revisions adopted 3/23/2017 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 6-716, now UW Regulation 2-110
Revisions adopted and moved to UW Regulation 2-106 on 6/12/2019 Board of Trustees meeting

University Regulation 720, Revision 1; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/18/2010 Board of Trustees meeting
Revisions adopted 6/16/2015 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 6-720, now UW Regulation 2-111
Revisions adopted and moved to UW Regulation 2-106 on 6/12/2019 Board of Trustees meeting

University Regulation 722, Revision 2; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/16/2012 Board of Trustees meeting
Revisions adopted 6/16/2015 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 6-722, now UW Regulation 2-113
Revisions adopted and moved to UW Regulation 2-106 on 6/12/2019 Board of Trustees meeting

Academic Affairs drafted
Regulation Committee endorsed 4-8-20
Faculty Senate Executive approved 4-13-20
Faculty Senate approved 5-4-20
Incorporated additional change 5-28-20



UNIVERSITY OF WYOMING REGULATIONS

Subject: Change of Grades
Number: UW Regulation 2-121

I. PURPOSE

To outline the processes and procedures for changing grades, including appeals.

II. CHANGE OF RECORDED GRADES

The assignment of grades for a course is the responsibility of the instructor of record. Grades which have been reported to the Registrar at the end of the assigned term are final and may be changed only as provided herein, except for temporary grades of I (incomplete).

A. Mode of grading

The mode of grading (letter grades or Satisfactory/Unsatisfactory) shall be that advertised for the course in the class schedule or that selected by the student. Changes in mode are permitted only during the authorized drop/add period and are not affected by this regulation.

B. Notice

The Office of the Registrar shall post final grades to the student's records in a prompt manner, not to exceed four (4) working days after grades are due.

C. Allowable reasons for change

Except as provided below, an instructor may change a grade which has been reported to the Registrar only to correct an error and only with the approval of the Department, Division, or School Head and Dean of the College responsible for the course. No grade shall be changed by any other person for any other reason except through the grade appeal process specified in paragraph II-E below, or pursuant to sub-paragraph II-D-4 below.

Academic Affairs drafted
Regulation Committee endorsed 4-8-20
Faculty Senate Executive approved 4-13-20
Faculty Senate approved 5-4-20
Incorporated additional change 5-28-20

38 **D. Administrative procedures**
39

- 40 1. A request to change a recorded grade shall be made on a form provided by the
41 Registrar and shall include an explanation of the error claimed to have occurred.
42
43 2. Once initiated, the form shall be handled only by appropriate faculty members
44 and employees of the relevant department, division, or School, Dean, and
45 Registrar.
46
47 3. The completed form shall be submitted to the Registrar within 30 calendar days
48 of the beginning of the semester immediately following the term in which the
49 grade was assigned.
50
51 4. If communication with the responsible instructor is demonstrably impractical,
52 the Head of the department, division, or School concerned shall investigate the
53 case and act upon the change of grade in the instructor's place. The same
54 limitations in time shall apply. This subsection does not create any substantive
55 right to change grades other than for the limited purpose identified in paragraph
56 II-C above.
57
58 5. When the completed form is received, the Registrar shall notify the student of
59 the action taken.
60
61 6. Exceptions to the limitations in time may be approved by the Provost.

61 **E. Appeals**

62 A recorded grade may be changed through established appeal processes of
63 individual colleges.
64

65 All appeals should begin with consultation with the instructor. Two or more
66 students with the same appeal may join a group action for appeals. Should these
67 meetings fail to achieve a resolution, the student or group of students should meet
68 with the Department Head and the Dean of the College or School in which the
69 course is offered. The Dean or designee shall work to resolve the dispute. This
70 informal resolution process shall include consultation by the Department Head and
71 Dean with the instructor whose grade is being challenged.
72

73 If the student or group of students, the Department Head and the Dean are unable
74 to reach a mutually satisfactory agreement, the student or group of students may

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Regulation Committee endorsed 4-8-20
Faculty Senate Executive approved 4-13-20
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Incorporated additional change 5-28-20

75 utilize the grade appeal processes adopted by the applicable College. If the appeal
76 is by a group of students, the group shall submit one statement, which will be
77 processed in the same manner described for individual appeals. Individual grades
78 may still be appealed even if a group appeal is submitted.

79
80 Following the college process, if a student or group of students do not agree with
81 the resolution, the student or group of students may submit an appeal to Academic
82 Affairs pursuant to the Standard Administrative Policy and Procedure. The
83 Standard Administrative Policy and Procedure will provide for limited standards
84 for such an appeal.

85

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

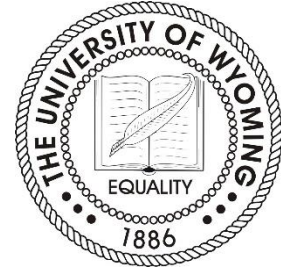
Source: None

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

Associated Regulations, Policies, and Forms: None

History:

Academic Affairs drafted
Regulation Committee endorsed 4-8-20
Faculty Senate Executive approved 4-13-20
Faculty Senate approved 5-4-20



UNIVERSITY OF WYOMING REGULATIONS

Subject: Change of Grades
Number: UW Regulation 2-121

I. PURPOSE

To outline the processes and procedures for changing grades, including appeals and complaints.

II. CHANGE OF RECORDED GRADES^[TE1]

The assignment of grades for a course is the responsibility of the instructor of record. Grades which have been reported to the Registrar at the end of the assigned term are final and may be changed only as provided herein, except for temporary grades of I (incomplete).

A. Mode of grading

The mode of grading (letter grades or Satisfactory/Unsatisfactory) shall be that advertised for the course in the class schedule or that selected by the student. Changes in mode are permitted only during the authorized drop/add period and are not affected by this regulation.

B. Notice

The Office of the Registrar shall post final grades to the student's records in a prompt manner, not to exceed four (4) working days after grades are due.

C. Allowable reasons for change

Except as provided below, an instructor may change a grade which has been reported to the Registrar only to correct an error and only with the approval of the Department, Division, or School Head and Dean of the College responsible for the course. No grade shall be changed by any other person for any other reason except through the grade appeal process specified in paragraph II-E below, or pursuant to sub-paragraph II-D-4 below.

Academic Affairs drafted
Regulation Committee endorsed 4-8-20
Faculty Senate Executive approved 4-13-20
Faculty Senate approved 5-4-20

39 **D. Administrative procedures**

- 40
- 41 1. A request to change a recorded grade shall be made on a form provided by the
- 42 Registrar and shall include an explanation of the error claimed to have occurred.
- 43
- 44 2. Once initiated, the form shall be handled only by appropriate faculty members
- 45 and employees of the relevant department, division, or School, Dean, and
- 46 Registrar.
- 47
- 48 3. The completed form shall be submitted to the Registrar within 30 calendar days
- 49 ~~or of~~ the beginning of the semester immediately following the term in which
- 50 the grade was assigned.
- 51
- 52 4. If communication with the responsible instructor is demonstrably impractical,
- 53 the Head of the department, division, or School concerned shall investigate the
- 54 case and act upon the change of grade in the instructor's place. The same
- 55 limitations in time shall apply. This subsection does not create any substantive
- 56 right to change grades other than for the limited purpose identified in paragraph
- 57 II-C above.
- 58
- 59 5. When the completed form is received, the Registrar shall notify the student of
- 60 the action taken.
- 61
- 62 6. Exceptions to the limitations in time may be approved by the Provost.

63 **E. Appeals and Complaints**

64 A recorded grade may be changed through established appeal processes of

65 individual colleges ~~and/or the University~~.

66 All appeals ~~and complaints~~ should begin with consultation with the instructor. Two

67 or more students with the same ~~complaint~~ appeal may join a group action for

68 ~~complaints or~~ appeals. Should these meetings fail to achieve a resolution, the

69 student or group of students should meet with the Department Head and the Dean

70 of the College or School in which the course is offered. The Dean or designee

71 shall work to resolve the dispute. This informal resolution process shall include

72 consultation by the Department Head and Dean with the instructor whose grade is

73 being challenged.

74 If the student or group of students, the Department Head and the Dean are unable

75 to reach a mutually satisfactory agreement, the student or group of students may

Academic Affairs drafted
Regulation Committee endorsed 4-8-20
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Faculty Senate approved 5-4-20

76 utilize the established grade appeal processes adopted by the applicable College. If
77 the appeal is by a group of students, the group shall submit one statement, which
78 will be processed in the same manner described for individual appeals. Individual
79 grades may still be reviewed/appealed even if a group statement/appeal is submitted.
80 A review of the outcome of the appeal may be submitted to the Provost's Office for
81 final resolution[KC3];

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

Source: None

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

Associated Regulations, Policies, and Forms: None

History:

AGENDA ITEM TITLE: Approval of modifications to UW Regulations 11-4 (Student Organizations) and 11-6 (Student Media Board), Brown/Evans

Draft 4-29-2020
Regulation Committee endorsed 4-22-20



UNIVERSITY OF WYOMING REGULATIONS

Subject: ~~Recognized~~ Student Organizations
Number: UW Regulation 11-4

I. PURPOSE

To establish ~~regulations~~ the relationship between Student Organizations and ~~procedures for~~ the ~~recognition~~ University of Wyoming.

II. DEFINITIONS

Student Code of Conduct: The Student Code of Conduct outlines rights and responsibilities of students and student organizations, at the University or any of its sponsored programs. The Code defines conduct offenses, outlines community values and standards, and reflects the University's commitment to equity and procedural fairness.

Student Organization: Overarching designation given to all student groups who have completed the registration of their activities, requirements to be classified and their use of formally registered with the University facilities.

H-III. POLICY

Students are free to organize and join associations to promote their common interests. ~~However, a student group and shall be free to determine their own membership, policies, and actions. Student Organizations must be officially recognized by register with the University to use receive privileges of Student Organizations. Upon registration, a Student Organization designation will be made based upon the relationship the Student Organization has with the University and privileges the Student Organization may receive as outlined in the Standard Administrative Policies and Procedures for Student Organizations. Student Organizations are expected to maintain alignment with the University's facilities and services. Official recognition of a student organization does not constitute any type permission and exemplify the principles of endorsement by the University of the organization's purpose, and it does not constitute any assumption of integrity, respect, social consciousness, responsibility, liability, or and community, while acting in good faith in the business dealings of the Student Organization.~~

Except as specifically identified in this regulation or expressly written in any sponsorship (fiscal or otherwise) by agreement, the University-

Draft 4-29-2020

Regulation Committee endorsed 4-22-20

does not control or accept responsibility for the activities nor endorse the programs of Student Organizations. Student Organizations shall not misrepresent the mission, purpose or goals of their organization. Students and their organizations shall clarify to the community that in their public expressions or demonstrations, the members of the organization speak only for themselves; and that sponsorship of guest speakers ~~does and~~ activities do not imply approval or endorsement by the University of the views expressed by the speaker, the program/event, the student, or the ~~registered organization~~Student Organization.

III.IV. QUALIFICATIONS FOR TERMINATION OF AN ORGANIZATION'S RECOGNITION

~~A student organization seeking designation as a recognized student organization (RSO) must meet the following requirements:~~

~~A. Submit the following to the Director of the Wyoming Union:~~

- ~~1. A statement of purpose;~~
- ~~2. Constitution and bylaws of the organization (where the national policies of an organization prohibit filing of the local constitution, a copy of the national constitution and a statement from a recognized national officer Student Organization may be accepted);~~
- ~~3. Criteria for membership;~~
- ~~4. Dues and initiation fees;~~
- ~~5. Rules of procedure;~~
- ~~6. A current list of officers; and~~
- ~~7. Name of adviser.~~

~~B. All RSOs must be non-commercial in purpose, but may affiliate with an off-campus or non-university organization.~~

~~C. Membership in a University RSO shall be open to any student of the University community who is willing to subscribe to the stated aims of the organization and meets its stated obligations. Membership in University RSOs shall not be denied to any student based on race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, or any other applicable protected category, except~~

Draft 4-29-2020

Regulation Committee endorsed 4-22-20

~~for religious qualifications which may be required by organizations whose aims are primarily sectarian. Membership eligibility based on gender is valid only if gender is a bona fide membership qualification.~~

~~D. — A University RSO must have of a minimum of seven (7) student members. The Director of the Wyoming Union, or designee, may grant exceptions to this requirement based upon the interests of the University. Active membership in an RSO shall be limited to enrolled University students. A majority of the members shall be full-time University students. Other persons may be admitted to associate membership in an RSO if its constitution or bylaws so provide.~~

~~E. — Each RSO shall appoint a full-time faculty, staff, or administrative adviser currently employed by the University. Advisers to a Greek social fraternity or sorority must receive approval from the Dean of Students. The adviser shall provide advice and guidance to the RSO in accordance with University regulations, policies, and procedures. The adviser has no authority to obligate the University financially or legally.~~

~~F. — To secure recognition as an organization affiliated with a department, division or college of the University, the proposed organization must obtain written approval from the head of the department, division or college. This approval shall include the following:~~

- ~~1. — Approval of the organization's constitution;~~
- ~~2. — The control that the college or department will exercise over the organization; and~~
- ~~3. — Any funds and/or facilities that will be offered.~~

~~IV. — RECOGNITION~~

~~The Director of the Wyoming Union, in consultation with the Dean of Students, shall review and grant recognition to any student organization that meets the qualifications for recognition. The RSO must file renewal information with the Director of the Wyoming Union on an annual basis. Information required for renewal shall be determined by the Director of the Wyoming Union or designee.~~

~~Any proposed changes in the approved constitution, organizational structure, basis for membership, or affiliations with other organizations must be submitted to the Director of the Wyoming Union for review and approval, and such changes shall not be effective until approval is granted.~~

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Regulation Committee endorsed 4-22-20

~~Where University funds or support are involved, the Director of the Wyoming Union, at his/her discretion, may require the RSO to submit an accounting procedure and a list of persons responsible for the financial status of the organization.~~

~~V. MAINTENANCE OF ORGANIZATION FILES~~

~~The Director of the Wyoming Union shall maintain a file on each RSO. Each RSO's constitution and bylaws, and the names and contact information of its officers shall be available for inspection. The Director may require that the RSO submit a membership list for the purposes of facilities use, financial assistance, or to determine responsibility for actions.~~

~~VI. USE OF UNIVERSITY NAME~~

~~Only ASUW or an organization that is sponsored by a department may use the name of the University or abbreviation thereof as part of its own name.~~

~~Any RSO may use terms such as "campus" and "Wyoming" or "at the University of Wyoming". Events or activities sponsored by an RSO shall not be advertised or promoted in such a way as to suggest that they are sponsored by the University or that the organization is acting on behalf of the University.~~

~~VII. PRIVILEGES OF RECOGNIZED ORGANIZATIONS~~

~~RSOs may use the facilities and services of the University and are afforded the following privileges:~~

- ~~A. Establishment and maintenance of an organizational account with the University of Wyoming Foundation.~~
- ~~B. Preferential use of University facilities after academic or other priority uses of the University have been met.~~
- ~~C. Participation in the University's calendar of activities.~~
- ~~D. Use of campus bulletin boards and electronic message boards in accordance with University policies and procedures.~~
- ~~E. Advice and assistance from University personnel when planning and publicizing activities.~~
- ~~F. The right to petition for funds from the student government (ASUW).~~

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Regulation Committee endorsed 4-22-20

~~G. Access to an organizational web page and other forms of electronic communication.~~

~~VIII. SPONSORSHIP/REGISTRATION OF AN EVENT~~

~~All events sponsored by an RSO which are not limited to the group's members must be registered with the Director of the Wyoming Union (or the Dean of Students if a Greek social fraternity or sorority) three (3) business days before the date of the event. If the event is for the entire University community or a large portion of it or the event utilizes University facilities and services, the RSO must seek approval for the time, date, and facility to be used at least ten (10) business days before the date of the event.~~

~~The Director of the Wyoming Union (or the Dean of Students if a Greek social fraternity or sorority) may exempt exchange dinners, open houses and other activities of a similar from registration requirements. Failure to register any type of event as indicated above or failure to fulfill organizational responsibilities for the conduct of an event may result in a forfeiture of privileges granted by University recognition of the student organization.~~

~~IX. STUDENT USE OF FACILITIES~~

~~An RSO may schedule the use of a University facility for meetings and certain other activities. The University may charge for the use of facilities to recover any costs. Use of University facilities is subject to the availability of the facility, and scheduled use shall be made in accordance with the following provisions:~~

- ~~A. Use of the facility must be approved by the individual with authority over the facility.~~
- ~~B. Use of the facility for a particular event must be in accordance with the University's mission and any specific regulations, policies, or procedures that apply to that particular facility, including UW Regulation 6-4.~~
- ~~C. An RSO may reserve campus facilities only through one of its officers or a designated active member authorized to apply for such reservations.~~
- ~~D. All student sponsored events must first be registered as outlined above.~~
- ~~E. RSOs may use University facilities to sell material clearly related to the purposes of the organization.~~
- ~~F. RSOs may collect dues, initiation fees, donations, and admission charges. RSOs may solicit funds in announcements, posters, and handbills.~~

~~X. LOSS OF RECOGNITION~~

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Regulation Committee endorsed 4-22-20

~~A. A. — An RSO may voluntarily withdraw its recognition at any time by submitting a written statement signed by both the officers and the adviser to the Director of the Wyoming Union. The statement shall indicate the disposition of the organization's funds and shall certify that there are no outstanding debts or official University actions pending, status by following the processes and procedures outlined in the Student Organization Handbook.~~

~~B. — Recognition Reasons for termination of an organization may be revoked for the following reasons:~~

~~1. The RSO has not filed the required renewal information with the Director of the Wyoming Union for a period of one year.~~

~~B. 2. — The RSO's purpose or activities are illegal, deviate significantly from its stated purpose, or violate organization's recognition by the University regulations, policies, or procedures. include but are not limited to:~~

~~3. The RSO engages in an activity that disrupts the education process of the University, endangers or destroys property, or creates a condition that is dangerous to the safety of individuals.~~

~~4. It is in the best interest of the University, as deemed by the President of the University.~~

~~XI. — ACTIONS AGAINST STUDENT ORGANIZATIONS~~

~~1. The Dean of Students and the Executive Director of Residence Life, Dining Services, and Wyoming Union are authorized Submission of material for recognition known or determined by the University to be false;~~

~~2. Failure to impose disciplinary sanctions upon any RSO in accordance with re-register annually;~~

~~3. Failure to follow University Regulations, policies or procedures, including but not limited to UW Regulation 4-1 and (Equal Education and Employment Opportunity), UW Regulation 4-3. 4-2 (Discrimination and Harassment), UW Regulation 4-3 (Title IX and Sexual Misconduct), the Sexual Misconduct Policies and Procedures Document, and the Student Code of Conduct;~~

~~XII. — ADMINISTRATION~~

~~The Director~~

Draft 4-29-2020

Regulation Committee endorsed 4-22-20

4. Failure to follow this regulation or any related policies, procedures, or handbooks;
 5. Failure to follow local, state, and federal laws; or
 6. Failure to follow the rules, policies or guidelines of the Wyoming Union, in consultation with the Dean organization's national, regional or other parent entity.
- C. No organization may have its registration denied, suspended or terminated on the basis of Students, and through members' beliefs, attitudes, or goals; in particular, on the basis of race, color, national origin, religion, sex, age, disability, veteran's status, or sexual orientation.
- D. The University maintains the right to terminate recognition or not recognize a student organization that, in the sole judgment of the University, does not adhere to or further its educational mission.
- C.E. A student organization may submit a written appeal to the Vice President for Student Affairs, within ten business days of the decision to terminate. The Vice President shall administer this Regulation render a written decision, including findings and may delegate any responsibility assigned to the Director to a professional staff member of the Wyoming Union, rationale in support of the decision, within ten business days of receiving the appeal. The decision shall uphold the original decision, remand the decision for re-review by the Center for Student Involvement and Leadership, or grant the appeal and permit the organization to remain recognized.

Responsible Division/Unit: Division of Student Affairs

Source: None

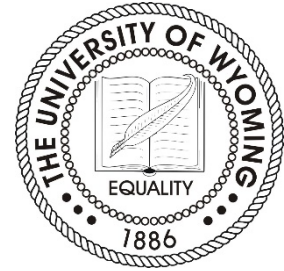
Links: <http://www.uwyo.edu/regs-policies>

Associated Regulations, Policies, and Forms: None

History:

University Regulation 234, Revision 1; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/14/2014 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 8-234, now UW Regulation 11-4

Draft 6-6-19
Incorporated AA/SA Committee feedback 7-11-19
Reviewed with Student Media Board 4-27-20
Regulation Committee endorsed 4-29-20



UNIVERSITY OF WYOMING REGULATIONS

Subject: Student Media Board
Number: UW Regulation 11-6

I. PURPOSE

To establish the University of Wyoming Student Media Board. The Student Media Board acts as publisher for student media, which are financed through student fees and publication revenue. The Student Media Board is an independent board, and shall oversee the publication and distribution of student media (as defined below), including but not limited to, student newspapers, magazines, yearbooks, online publications, student video and graphic design services and establish policies and procedures for all student media.

II. GENERAL INFORMATION

The preservation of a student press free from censorship and outside intrusion is of highest concern and importance on the University campus. Student media at the University are designated public forums, and student editors have authority to make all content decisions without censorship or advanced approval. Incumbent upon a free and independent press, however, are certain accompanying responsibilities that must be assumed by the publisher. The President of the University, through powers delegated from the Trustees, is responsible for the assurance of and responsibilities surrounding a free student press. The Student Media Board has been established by the President of the University to carry out these responsibilities as well as the other duties of a publisher, consistent with University regulations, policies and procedures. The Student Media Board is advisory to the President of the University.

III. DEFINITION OF STUDENT MEDIA

For the purposes of this regulation, any University media that meets the following requirements is considered a student publication:

- A. Purports to serve or benefit the students, faculty, staff, and administration making up the general campus community;
- B. Is periodic in nature with a regular issuance;

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Incorporated AA/SA Committee feedback 7-11-19
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- C. Accepts University collected student fee support and/or uses facilities of the University; and
- D. Is student managed, regulated, or operated.

IV. RESPONSIBILITIES

- A. In its publisher's role, the Student Media Board shall encourage and adopt responsible journalistic practices, which generally involve meeting standards established by reputable journalistic societies and organizations that exist within the field. Specific areas of the Student Media Board's responsibilities include the following:
 - 1. Encouraging accurate coverage and reporting of news in order to provide a maximum benefit to the student body and campus community as a whole.
 - 2. Providing an independent public forum for free inquiry and free expression of ideas necessary to an academic community.
 - 3. Encouraging opportunities for rebuttal and expression of alternative views.
 - 4. Encouraging propriety and good taste in expression.
 - 5. Ensuring that within the bounds of the law and professional standards, editors are free to develop their own editorial policies and make their own journalistic judgments.
- B. To provide the Student Media Board with the autonomy needed to function as an active publisher, the Student Media Board shall be responsible for the financial management of all student media, subject to University regulations, policies and procedures. In fulfilling this role and in conjunction with the ~~Supervisor of Student Media~~ supervisor/advisor, the Student Media Board shall prepare an annual budget for all student media and submit it to the President of the University via the Vice President for Student Affairs. Within the limitations of its budget and in accordance with University regulation, policies and procedures, the Student Media Board shall assume full responsibility for administering the approved budget, its fees and any amendments to the budget. A budget reserve fund shall be established to insure the financial independence of student media and to encourage the development of innovative media in accordance with University regulations, policies and

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procedures.

- C. The Student Media Board shall appoint the principal student staff position of each student publication.
- D. The Student Media Board shall have the power to reprimand or remove the student editor or student manager of any student publication with a two-thirds affirmative vote of the full voting membership of the Student Media Board. Before the Student Media Board removes an editor or manager from ~~his or her~~their position, a hearing shall be held. The Student Media Board shall give at least one week's notice of such a hearing to all involved parties. The Student Media Board's decision must be in writing. Upon dismissal of an editor or manager, or in other circumstances in which such a position has been vacated unexpectedly, the Student Media Board may appoint a temporary replacement for a period specified by the Student Media Board, but not to exceed one full academic semester, and then select a replacement.
- E. Consistent with responsible journalistic practice, the Student Media Board shall serve as an intermediary between student media and any member of the University community and various on and off campus interests. The Board shall seek solutions to problems or complaints pertaining to any student publication upon the written request of any member of the University community.
- F. The Student Media Board shall approve the operating policies of all student media. It is the responsibility of each publication to submit to the Student Media Board a set of guidelines and policies pertaining to that particular student publication. These guidelines shall be approved by the Student Media Board at the first Student Media Board meeting held during the student editor's or manager's term of appointment. The Student Media Board shall continually review guidelines and policies throughout the term of appointment.
- G. The Student Media Board shall advise all student media regarding such matters as techniques, standards, finances, and content and assist in providing training for staff members. The Student Media Board may seek technical assistance from professional experts if the Student Media Board deems it necessary.
- H. Within the limitations of its budget and in accordance with University regulations, policies, and procedures, the Student Media Board may purchase, lease, and maintain equipment, supplies, services, space, and furnishings required for the Student Media Board to fulfill its responsibilities as publisher of student publications.

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- I. Employees assigned to student media shall be considered employees of the University. They shall be supervised by the Student Media supervisor/advisor, who in turn shall report to a University personnel as designated by the Vice President for Student Affairs, and shall be subject to all applicable University regulations, policies, and procedures. The Student Media Board may make recommendations to the appointing authority regarding any employees assigned to student media or candidates for those positions. Nothing in this section limits student editors' or the advisor's authority as to the editorial content of the media.
- J. The Student Media supervisor/advisor, may, ~~after notifying their supervisor,~~ consult directly with the Vice President for Student Affairs for matters of the first amendment or regarding privacy and rights provided to journalists and their sources.
- K. The Student Media Board Chairperson may consult with the President of the University of Wyoming or designee on matters of the first amendment or regarding privacy and rights provided to journalists and their sources.

V. COMPOSITION

- A. The Chairperson of the Student Media Board shall be elected by a majority vote of the entire voting membership of the Student Media Board.
- B. Voting Members shall be as follows:
 - 1. The Chairperson elected from the following members:
 - 2. ~~Three~~Two student members appointed by the President of the Associated Students of the University (ASUW) and approved by the ASUW Senate, one of whom shall be a graduate student.
 - 3. Two student members approved by the Office of Student Media Staff.
 - 4. ~~Two~~One student member selected by the Student Media Board through an application process no later than the last meeting of the spring semester.
 - 4.5. One faculty or staff ~~members~~member appointed by the President. These members must have expertise that is relevant to student ~~publications~~media and a background in relevant academic disciplines or related professional experience.

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Incorporated AA/SA Committee feedback 7-11-19
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5.6. Two professional journalists appointed by the President from nominations submitted by the Wyoming Press Association Board of Directors.

7. One member from the Wyoming community at large with expertise that is relevant to student media selected by the Student Media Board.

6.8. One member from the University faculty appointed by the Chairperson of the Faculty Senate and approved by the Faculty Senate.

7.9. One member from the University staff appointed by the President of the Staff Senate and approved by the Staff Senate.

- C. Non-voting members shall be the Student Media Editors, ~~the Office of Student Media Office Assistant and~~ Student Media Board Secretary, ~~the Office of~~ Student Media Sales and Circulation Coordinator, and the Student Media Supervisor ~~of the Office of Student Media~~. Non-voting members may not serve concurrently as voting members.
- D. Student members must maintain a 2.5 cumulative grade point average and be a full-time student while serving on the Student Media Board.

VI. TERMS OF OFFICE

- A. The Chairperson shall not serve for more than two (2) consecutive one-year terms.
- B. Except for the Chairperson, the terms of office for voting members shall be two (2) years. No voting member shall serve more than four (4) consecutive years on the Student Media Board.
- C. The terms of office for all non-voting members who are the principal editor or manager of a student publication, shall be one (1) year and may serve consecutive terms up to a maximum of three (3) terms. The terms of the other non-voting members of the Student Media Board are unlimited.
- D. At the Student Media Board's discretion, any member may be expelled by a majority vote of the Student Media Board's voting membership for missing three (3) meetings in an academic year.

VII. OPERATING PROCEDURES

Draft 6-6-19
Incorporated AA/SA Committee feedback 7-11-19
Reviewed with Student Media Board 4-27-20
Regulation Committee endorsed 4-29-20

- A. Meetings of the Student Media Board shall be held at least once a month during the academic year. Additional meetings may be called by the Chairperson or a majority of the voting members of the Student Media Board, providing that notice of the meeting is given to each Student Media Board member in writing at least three (3) days in advance of the date on which the meeting is to be held. All meetings of the Student Media Board shall be open to the public, except the Student Media Board may meet in executive session in compliance with the Wyoming Public Records Act. Minutes will be kept for all meetings and shall be available to the public upon request, except for minutes related to confidential matters that are outlined by the Wyoming Public Records Act.
- B. Except as otherwise provided in this Regulation, a quorum may conduct the business of the Student Media Board and shall consist of a majority of the voting members seated at the time of the meeting.
- C. It shall be the responsibility of the Student Media Board to establish further operating policies and procedures necessary to carry out and fulfill the responsibilities and purposes of the Student Media Board. These further operating policies and procedures shall be submitted annually in writing to the President of the University for approval.

~~I. ADMINISTRATION~~

~~The Vice President for Student Affairs shall administer this Regulation.~~

Responsible Division/Unit: Division of Student Affairs

Source: None

Links: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>

Associated Regulations, Policies, and Forms: Student Code of Conduct

History: University Regulation 38, Revision 5; adopted 7/17/08 Board of trustees meeting Revisions adopted 02/09/15 Board of Trustees meeting