



**Utah Board of Higher Education
Salt Lake Community College
Friday, January 14, 2022**

7:30 – 8:50 AM	Board of Trustees Report and Closed Session <ul style="list-style-type: none"> • Deneece Huftalin, President • Maria Farrington, Board of Trustees Chair 	
Closed Session		
8:50 – 9:00 AM	Break	
9:00 AM – 12:45 PM	Committee of the Whole	
9:00 – 9:05 AM	Welcome – Vice-Chair Osmond	
9:05 – 9:15 AM	Student Report <ul style="list-style-type: none"> • Sabah Sial, University of Utah • Sebastian Medina, Salt Lake Community College 	
9:15 – 9:25 AM	Student Affairs Committee Report – Chair Church	TAB A
9:25 – 9:35 AM	Academic Affairs Committee Report (Board Transfer Council Updates) – Vice-Chair Barnes	TAB B
9:35 – 9:45 AM	Finance & Facilities Committee Report – Chair Clyde <i>(Academic Education & Technical Education Committees did not meet)</i>	
9:45 – 10:40 AM	Information Items:	
9:45 – 9:50 AM	Strategic Plan Update – Melanie Heath	
9:50 – 9:55 AM	Legislative Session Update – Spencer Jenkins	
9:55 – 10:05 AM	Vet School at USU – Noelle Cockett	TAB C
10:05 – 10:15 AM	Equity, Diversity, and Inclusion Policy Review – Alison Adams-Perlac	TAB D
10:15–10:25 AM	Title IX Discussion – Board member Church	
10:25 – 10:40 AM	UHealth Presentation – Dr. Mike Good	
10:40 – 11:30 AM	Action Items:	
	Board Statewide Online Education Task Force Report – Chair Osmond & Scott Wyatt	TAB E
	Revisions to R120 and R141– Alison Adams-Perlac	TAB F
	UVU State Funded Building Project Revision – Chair Clyde, Astrid Tuminez & Val Peterson	TAB G
	UofU Tuition Increase – Chair Clyde, Taylor Randall & Christian Gardner	TAB H
	SUU Non-State Funded Project – Chair Clyde & Mindy Benson	TAB I
	Snow College Long-term Lease for Richfield Housing – Chair Clyde & Brad Cook	TAB J
	Consent Calendar	TAB K
11:30 AM – 12:15 PM	Lunch	

12:15 – 12:45 PM
12:15 – 12:45 PM

Information Items:

Silicon Slopes Workforce/Talent Solutions Discussion –
Will Clive - Pluralsight
Todd Taylor - Adobe
Erin Casale - Qualtrics
Derek Adams - Brainstorm

Projected times for the various meetings are estimates only. The Board Chair retains the right to take action at any time. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify ADA Coordinator, 60 South 400 West, Salt Lake City, UT 84180 (801-646-4783), at least three working days prior to the meeting. TDD # 801-321-7130.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB A

January 14, 2022

Student Affairs Committee Report

The following summarizes the Student Affairs Committee meeting on December 2021.

Commissioner's Office staff changes

Melanie Heath is taking over the work of the USHE Student Affairs Committee, including the staff lead in the Commissioner's Office on Student Affairs-related activities.

LGBTQ+ discussion

Board Member Tanner Marcum presented a proposal for the USHE Board to adopt a resolution/letter of support for LGBTQ+ students. Several Chief Student Affairs Offices spoke in favor of a "governing principle" in support of serving LGBTQ+ students. Chair Church directed staff to plan to have institution LGBTQ+ center leaders/directors at the next committee meeting (February 2022) and a resolution for the Board's consideration in March 2022.

Dream Center updates

Brenda Santoyo (Coordinator, Dream Center, Salt Lake Community College) and Xris Macias (Director, Dream Center, University of Utah) provided an update on services these centers provide to various undocumented/DACAmented/mixed context students. They presented several recommendations to better support undocumented students, including a common HB 144 (residency affidavit) form, expanded data collection of undocumented students, and increased concurrent enrollment.

Enrollment management feedback

Committee Chair Lisa Michele Church and Kris Coles, Assistant Commissioner for Student Affairs, presented feedback from recent campus visits. Feedback summary included: improved K-12 data sharing, standardized high school e-transcripts, scholarship applications integration with admissions and college application fee waivers.

Mental health stigma PSA contest

The Huntsman Mental Health Institute has partnered with the Utah Student Association to reduce mental health stigma among college-aged students. The contest kicks off in February 2022 and culminates with an awards showcase of student entries in May 2022.

Food security survey – preliminary findings

Yesenia Quintana, Weber State University, and Melissa Hall, University of Utah, presented early findings of their statewide food insecurity survey. The survey is the first statewide snapshot on food security among USHE students; preliminary results show that 1 in 5 higher education students in Utah's higher-ed are so food insecure, they are skipping meals.

A full report and individual campus reports are expected at the end of January.

Commissioner's Recommendation

This is an information item only; no action is required.

Attachments

HEALING OUT LOUD



A UTAH STUDENT SHORT FILM CONTEST

Presented by
Huntsman Mental
Health Institute



1 in **5** Americans deal with mental health issues.

Suicide is the
SECOND-LEADING
CAUSE OF DEATH
for people age 10-24.

DEPRESSION, SUICIDAL THOUGHTS,
SUBSTANCE USE, AND SELF-HARM
are growing every year.

IT'S TIME TO END THE STIGMA AROUND MENTAL HEALTH. YOU CAN CHANGE THE WORLD AND HELP US START HEALING OUT LOUD THROUGH INCLUSIVE AND OPEN CONVERSATIONS.

HOW TO ENTER:

Post your 30-second video to Instagram
Tag Huntsman Mental Health Institute
(@uofuhmhi) with the hashtag
#HealingOutLoud

Entries must be posted and tagged on
Instagram by April 5, 2022
Follow Huntsman Mental Health Institute for
notifications, tips and announcements

Win great prizes, including XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Contest winners will be featured in a May 2022
showcase event and integrated into the
statewide suicide prevention awareness
marketing campaign

HEALING OUT LOUD



A UTAH STUDENT SHORT FILM CONTEST

Presented by
Huntsman Mental
Health Institute

**

**

**

**

**

1

in 5

Americans deal with mental health issues.

Suicide is the

SECOND-LEADING

CAUSE OF DEATH

for people age 10-24.

DEPRESSION, SUICIDAL THOUGHTS,

SUBSTANCE USE, AND SELF-HARM

are growing every year.

IT'S TIME TO END THE STIGMA AROUND MENTAL HEALTH. YOU CAN CHANGE THE WORLD AND HELP US START HEALING OUT LOUD THROUGH INCLUSIVE AND OPEN CONVERSATIONS.

HOW TO ENTER:

Post your 30-second video to Instagram

Tag Huntsman Mental Health Institute (@uofuhmhi) with the hashtag #HealingOutLoud

Entries must be posted and tagged on Instagram by April 5, 2022

Follow Huntsman Mental Health Institute for notifications, tips and announcements

Win great prizes, including

XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Contest winners will be featured in a May 2022 showcase event and integrated into the statewide suicide prevention awareness marketing campaign



HEALING OUT LOUD

A UTAH STUDENT SHORT FILM CONTEST

Presented by Huntsman Mental Health Institute



1 in 5 Americans deal with mental health issues.

DEPRESSION, SUICIDAL THOUGHTS, SUBSTANCE USE, AND SELF-HARM are growing every year.

Suicide is the **SECOND-LEADING CAUSE OF DEATH** for people age 10-24.

HOW TO ENTER:

Post your 30-second video to Instagram

Tag Huntsman Mental Health Institute (@uofuhmhi) with the hashtag #HealingOutLoud

Entries must be posted and tagged on Instagram by April 5, 2022

Follow Huntsman Mental Health Institute for notifications, tips and announcements

Win great prizes, including XXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX

Contest winners will be featured in a May 2022 showcase event and integrated into the statewide suicide prevention awareness marketing campaign

IT'S TIME TO END THE STIGMA AROUND MENTAL HEALTH. YOU CAN CHANGE THE WORLD AND HELP US START HEALING OUT LOUD THROUGH INCLUSIVE AND OPEN CONVERSATIONS.



HEALING OUT LOUD

A UTAH STUDENT SHORT FILM CONTEST

Presented by Huntsman Mental Health Institute



1 in 5 Americans deal with mental health issues.

DEPRESSION, SUICIDAL THOUGHTS, SUBSTANCE USE, AND SELF-HARM are growing every year.

Suicide is the **SECOND-LEADING CAUSE OF DEATH** for people age 10-24.

HOW TO ENTER:

Post your 30-second video to Instagram

Tag Huntsman Mental Health Institute (@uofuhmhi) with the hashtag #HealingOutLoud

Entries must be posted and tagged on Instagram by April 5, 2022

Follow Huntsman Mental Health Institute for notifications, tips and announcements

Win great prizes, including XXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX

Contest winners will be featured in a May 2022 showcase event and integrated into the statewide suicide prevention awareness marketing campaign

IT'S TIME TO END THE STIGMA AROUND MENTAL HEALTH. YOU CAN CHANGE THE WORLD AND HELP US START HEALING OUT LOUD THROUGH INCLUSIVE AND OPEN CONVERSATIONS.

HIGHER EDUCATION FOOD SECURITY SURVEY

A First Look



WEBER STATE UNIVERSITY
Center for Community Engaged Learning

Survey Information

- **USDA Household Food Security Module**

- High Food Security: No reported indications of food access problems or limitations.
- Marginal Food Security: One or two reported indications – anxiety over food sufficiency or shortage. Little or no indication of changes in diets or food intake.
- Low Food Security: Reports of reduced quality, variety, or desirability of diet. Little or no indication of reduced food intake.
- Very Low Food Security: Reports of multiple indications of disrupted eating patterns and reduced food intake.

- **PRAPARE Assessment (Social Determinants of Health)**

- **Other survey questions**

- 11% response rate (n=5,721)
- 91% completion rate

Extent and Severity of Food Insecurity among Higher Education Students

Results of the USDA Household Food Security Module

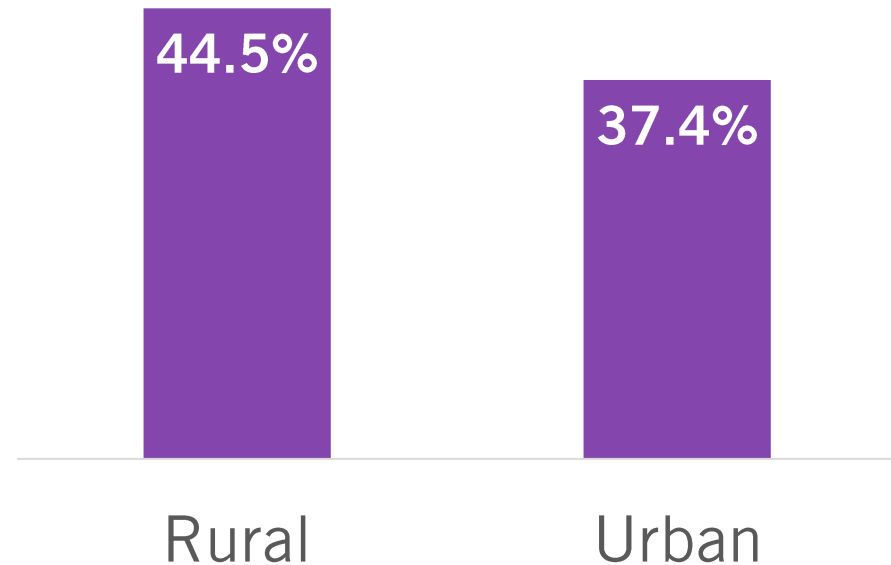
- Thirty-nine percent of students are food insecure; about 1 in 5 experience very low food insecurity.
- There was no difference in food insecurity among households with children compared to households without children.
 - Food insecure with children: 38.3%
 - Food insecure without children: 38.9%
- Hispanic/Latinos are more likely to be food insecure (49.4%) compared to White, non-Hispanic individuals (36.3%).

	% of Students
High Food Security	40.0
Marginal Food Security	21.2
Low Food Security	17.7
Very Low Food Security	21.1

Urban and Rural Food Insecurity

- For students living in Utah, students from rural areas reported higher levels of food insecurity.
- Rural students represented 19.7% of the survey sample (n=1,126)
- Urban counties include Cache, Weber, Davis, Salt Lake, and Utah

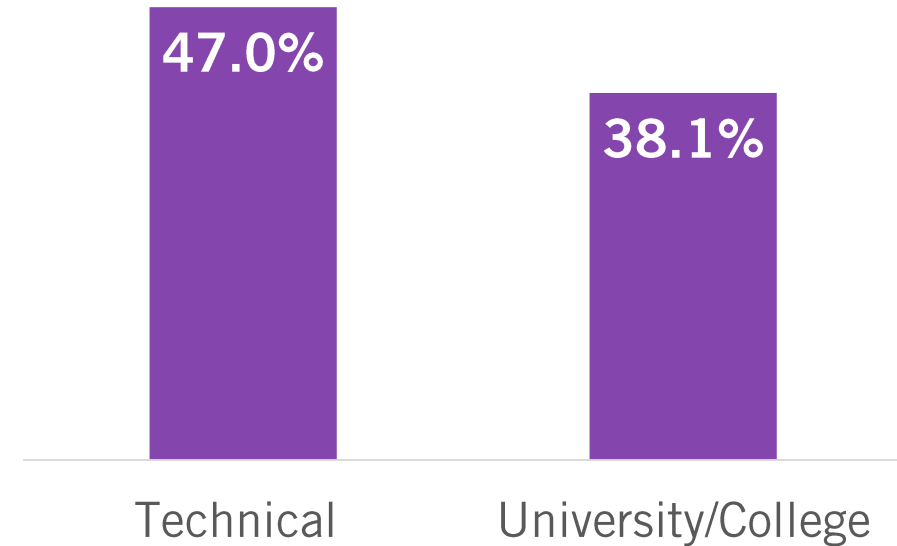
Rural students are more likely to report food insecurity.



Technical and University/College Students and Food Insecurity

Technical college students are more likely to report food insecurity.

- Technical students represent 7.8% of the survey sample (n=447).



Coping with Food Insecurity

Q: How do you cope with not having enough or the right foods to eat?

- Over half of food insecure students skipped a meal or went hungry if they didn't have enough food.
- Nearly half of food insecure students relied on family or friends for food.
- About 15% of food insecure students visited a food pantry.
- Few food insecure students used SNAP or WIC benefits.

	Food Secure	Food Insecure
Food pantry	4.7%	15.4%
Family/Friends	16.6%	45.4%
SNAP/EBT	1.1%	5.9%
WIC benefits	1.2%	2.5%
Religious community	3.1%	7.6%
Free food events	12.8%	36.4%
Go hungry/Don't eat	8.2%	53.5%
Not applicable	72.0%	12.5%
Other	2.0%	4.0%

Basic Needs

Q: In the past year, have you or any family members you live with been unable to get or pay for any of the following when it was really needed?

- Nearly 45% of food insecure students were unable to afford or get medicine or healthcare in the past year.
- About 30% were unable to make rent or a mortgage payment.
- Other typically referred to car repairs or academic expenses such as tuition or books.
- Only 3% of food insecure students reported that they were able to meet all of their basic needs last year.

	Food Secure	Food Insecure
Food	2.7%	35.9%
Rent/mortgage	9.4%	29.8%
Utilities	5.8%	24.6%
Phone	3.5%	17.4%
Medicine or Healthcare	21.4%	44.8%
Childcare	2.7%	5.8%
Clothing	6.1%	30.4%
Other	3.3%	5.1%
Prefer not to say	35.1%	25.1%
None	32.0%	3.0%

Survey Response Breakdowns

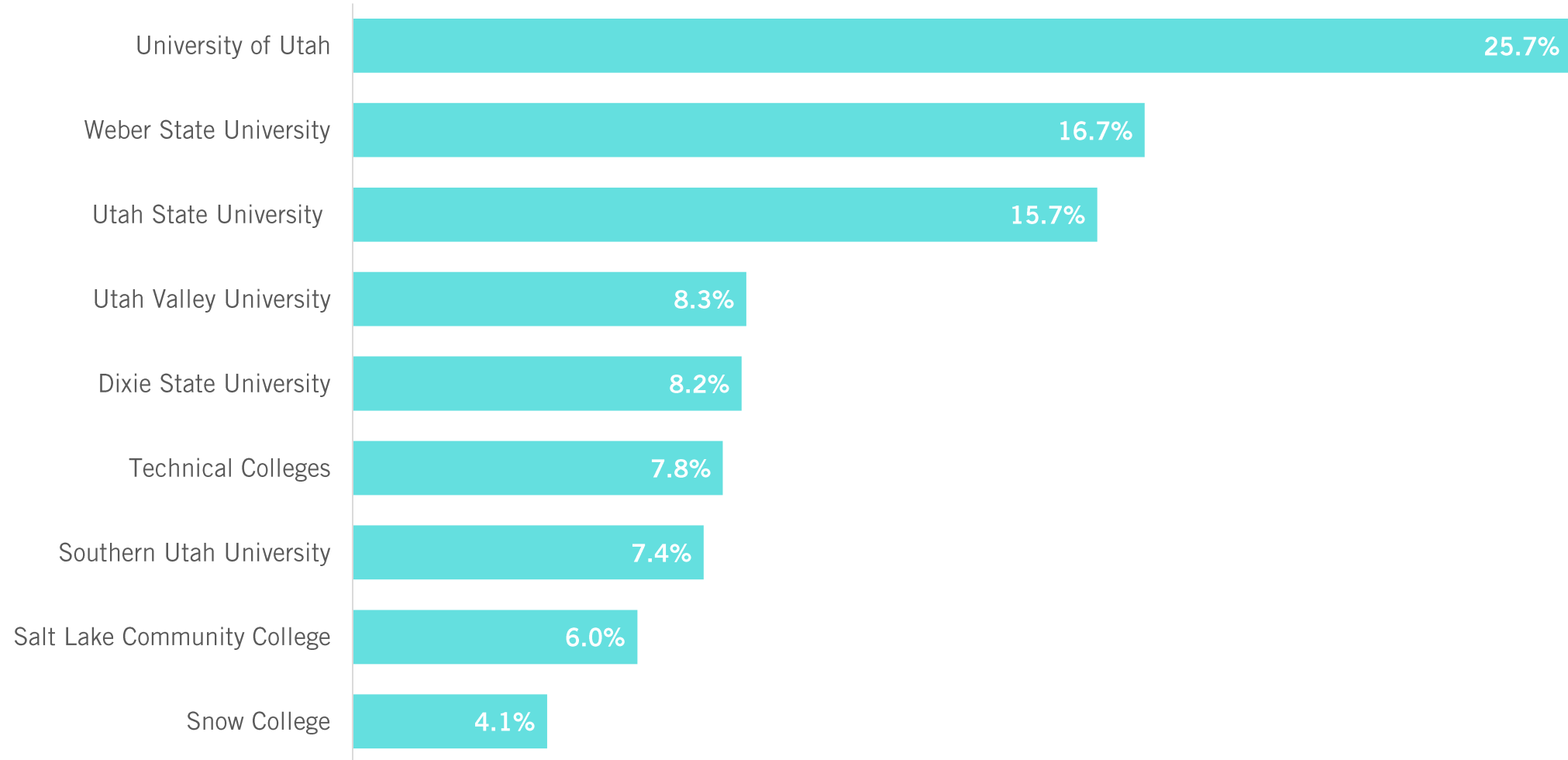
n= 5,721

Characteristic	%
Female	62.0
Male	34.7
Non-binary	2.0
Self-identify	0.6
Undergraduates	78.4
Graduate students	14.2
Technical students	7.4
Full-time status	79.5
Part-time status	20.5

Race & Ethnicity	%
White, Not Hispanic	79.8
Hispanic	11.5
Asian	7.0
Prefer not to answer	3.3
Other	2.4
American Indian or Alaskan Native	1.9
Black	1.8
Native Hawaiian or Pacific Islander	1.5

Survey Response Breakdowns

n= 5,721



Coming up

- Statewide report and individual campus reports estimated to be completed by end of January.
- Infographic with key points
- Feel free to reach out with questions or requests:
yeseniaquintana@weber.edu



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB B

January 14, 2022

Board Transfer Council Updates

The Transfer Council was organized by the Board of Higher Education in 2019 and started meeting in 2020. Over the past two years, it has looked at Utah System of Higher Education (USHE) quantitative data, information from focus groups with students at all of the degree-granting institutions, research done on transfer by Salt Lake Community College and Snow College, and other data to identify its top priorities and actions for streamlining transfer within the system. Its efforts to date have included:

- The electronic Utah Transfer Guide. The Council's first action was to prioritize an upgrade of the electronic Utah Transfer Guide. The improved Transfer Guide now allows students to better explore their transfer options between institutions and has advanced search functions demonstrating how their credits will apply within the most highly enrolled majors and bachelor's degree programs across the system.
- Direct Transfer Pathways. Next, the Council began addressing the structural mis-match between associate degrees and bachelor's degrees. After several detailed discussions, the Council opted to copy what had been done effectively in other state systems—New York, Pennsylvania, Tennessee and Washington, for example—to design Direct Transfer Pathways within top enrolling majors. Direct Transfer Pathways will be stackable majors with an associate degree in the major positioning students to complete a bachelor's degree in only two additional years (or no more than 62 additional credits) at USHE universities offering the major. The Council asked Psychology to serve as the pilot major for a pathway design. The Psychology Faculty Major Committee has begun identifying a core of required lower division courses and is examining the possibility of renumbering some upper division courses to make their pathway work. Discussions are also underway in History, English, Sociology, and Nursing. In the meantime, several additional majors have already completed the design of their Direct Transfer Pathways. These include: American Sign Language, Arabic, Mandarin, French, German, Italian, Japanese, Korean, Portuguese, Russian, Spanish, and Political Science.
- Improvements to transferability of General Education (Policy R470). USHE is one of the leaders in the nation in terms of standardizing general education categories/attributes and common course numbering to ensure transferability of general education requirements between institutions. The Council did notice a few problem areas, though, and has asked the General

Education Task Force to identify how to address them. A subcommittee of the General Education Task Force has been drafting suggested changes to Policy R470. These changes include updating the learning outcomes within general education categories, ways to ensure that general education attributes are transcribed and accepted by receiving institutions, and creating a mechanism within the General Education Task Force to resolve discrepancies between institutions on the assignment of general education attributes.

With these priorities well under way, the Council is now turning its attention to a new set of issues. After reviewing a list of suggested system-level transfer priorities from the National Association of System Heads and other national organizations, the Council noted that USHE had already addressed many of the key recommendations. There were four critical areas where the Council will focus its next efforts: financial aid for transfer students, reverse credit transfer, creating a transfer appeals process, and exploring co-enrollment of community college students at their intended transfer institutions.

Council's Recommendation

The Council encourages the Board to consider transfer students in its discussions about scholarships and financial aid programs and ensure that funding opportunities are not focused exclusively on first time students.

Why Utah Needs More Veterinarians

Animal agriculture in Utah is valued at more than **\$1 billion** annually, with 25 of the state’s 29 counties reporting livestock as the dominant facet of their agricultural economy.

Utah currently has **15% fewer veterinarians** than the national average to support its rapidly growing population. Utah ranks **42nd in the nation** in this category. (U.S. Bureau of Labor Statistics)

The National Institutes of Health reports that **among human pathogens, 61% originate in animals**. This is true of the SARS-CoV-2 virus that caused the COVID-19 pandemic, brucellosis, Lyme disease, and rabies.

As Utah residents and visitors increasingly move into what has been wildlife habitat—both to live and for recreation—more encounters with wildlife and the pathogens they can spread will increase.



Proposal for a College of Veterinary Medicine for the State of Utah

We propose transforming the current model of veterinary medical education in Utah to include an accredited college of veterinary medicine at Utah State University that will better serve people, animals, and support public health in communities throughout the state.



Utah animal agriculture =
>\$1 billion/yr

Utah currently has
15% fewer veterinarians
than the national average
for its population

61%

of human
pathogens
originate in
animals

2 USU+2 WSU=DVM

Since 2012, Utah State University has been part of the Washington-Idaho-Montana-Utah (WIMU) Regional Program in Veterinary Medicine. Each fall semester 30 students—20 of whom must be Utah residents—begin their formal veterinary medical education on USU’s Logan campus. Students complete two years of intensive, foundational study at USU and gain hands-on experience with animals at the university’s Animal Science Research Farm and are offered research opportunities. Students then move on to Washington State University’s College of Veterinary Medicine where they join cohorts from other WIMU schools and complete the final two years of the DVM degree program.

Students who are Utah residents continue to pay in-state tuition after they move to WSU, subsidized by funding from the state that covers the difference between resident and non-resident tuition.



Contacts:

Neil Abercrombie, USU Vice President for Government Relations, 435-797-0258, Neil.Abercrombie@usu.edu
Ken White, USU Dean and Vice President for Agriculture, 435-797-2201, Ken.White@usu.edu

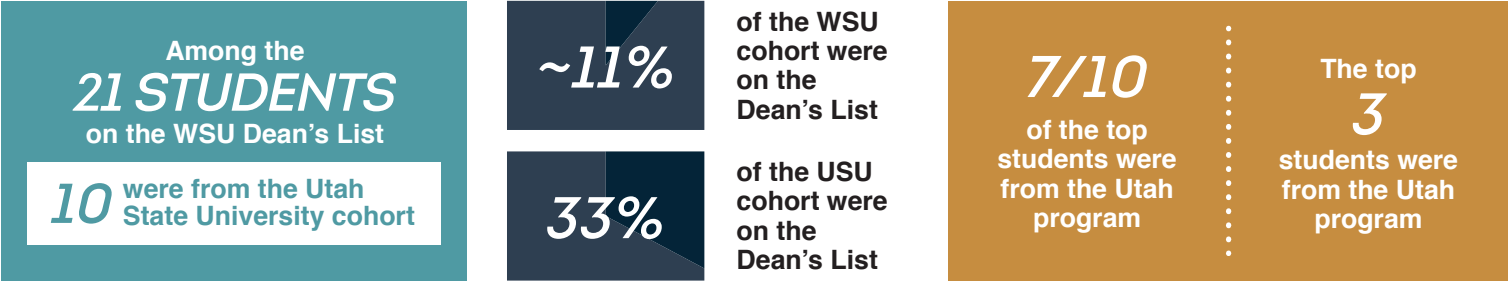
A Record of Student Success

Since its beginning, 272 students have been admitted to USU's veterinary medicine program. Just five students chose to leave or were not allowed to complete the program.

All graduates of our program have passed the North American Veterinary Licensing Examination and are employed in the veterinary profession.



A Snapshot of 3rd-Year Student Achievements: Class of 2022



A Distributed Model of Vet Med Education



USU's proposed plan does not depend upon, or even include, the capital expenses of building, staffing and ongoing operating costs of a veterinary hospital.

The distributed model proposed by USU has been piloted and proven by several vet schools in the U.S. and Canada and is increasingly being adopted by existing vet schools. In this program students' clinical training will be supervised by veterinary medical professionals/preceptors who will be placed with students in existing medical practices and animal facilities in Utah. These professionals will be considered USU faculty.

Benefits of this model include:

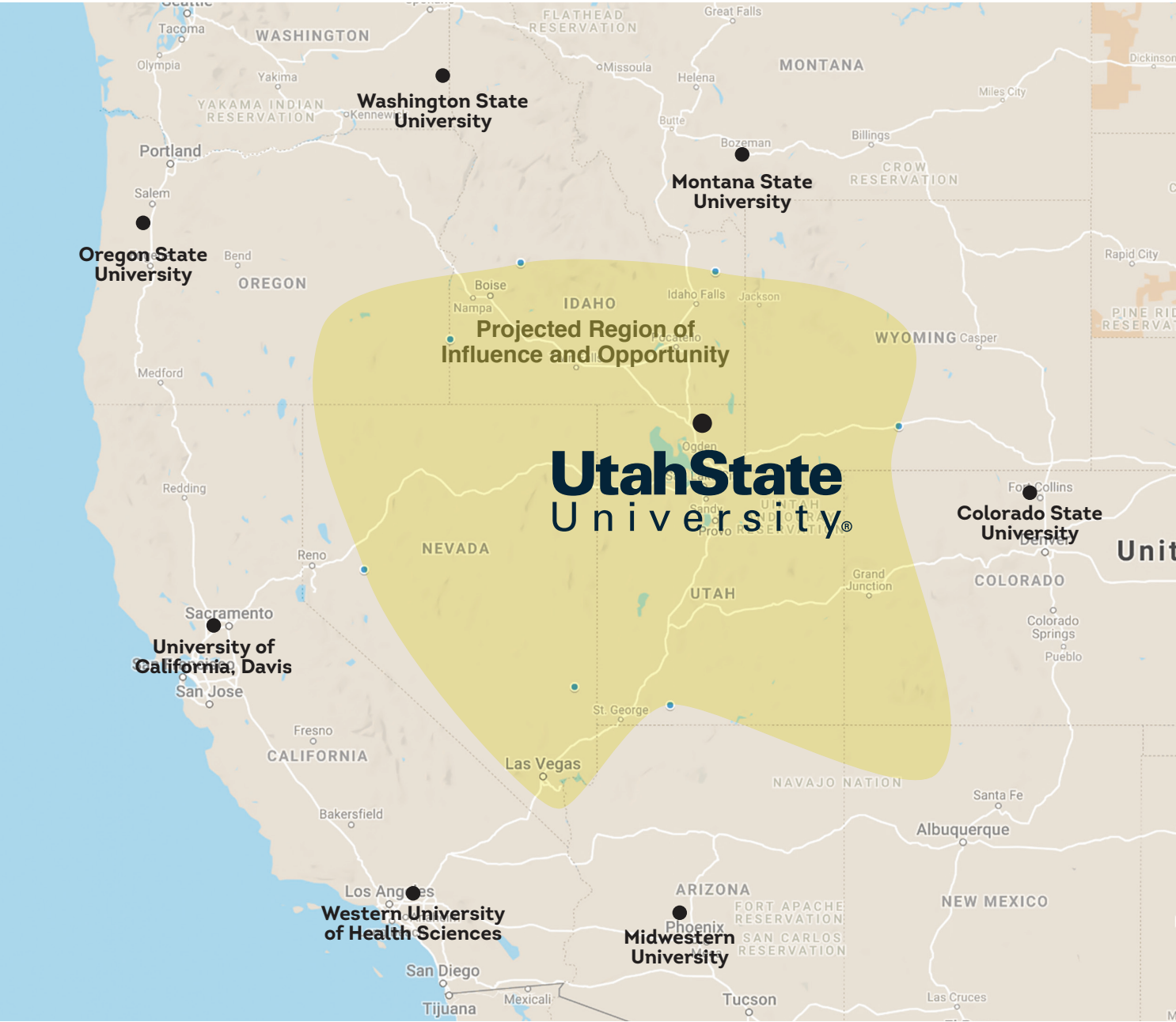
- No state investment in a veterinary hospital facility, its staffing, or ongoing costs.
- The College of Veterinary Medicine would collaborate with, not compete with, veterinarians in Utah.
- The college's proposed distributed model will place skilled veterinary medical preceptors at clinics in Utah communities.
- Admission will remain competitive, but more Utah residents will have opportunities to pursue veterinary medicine as the size of incoming classes grows.
- A college of veterinary medicine in the state will enhance Utah scientists' ability to compete for federal biomedical research funding.
- Veterinarians and facilities providing clinical training sites will be compensated for their work with students.
- Graduates of the program will be workforce-ready on Day 1 because of extensive and diverse clinical experiences in industry and with private practitioners as opposed to spending most of their final year in a university teaching hospital.
- Because Utah State University is true to its land-grant mission founded in agricultural sciences, the school's Animal Science Research Farm gives veterinary medical students experience with horses, dairy and beef cattle, small ruminants, and other animals under faculty supervision even during the two pre-clinical years of their degree program.

Potential Benefits and Economic Impacts of a Utah Vet School

In the current model, **\$1.7 million** of state funding goes to Washington State University annually to cover the difference between in-state and out-of-state tuition for the 20 students who are Utah residents. An estimated additional **\$340,000** of other funds go to WSU each year as our students move through the WIMU program. A DVM-granting school at USU would retain that funding and bring an estimated **\$14.6 million** to our state and local economies.

The proposed expansion will admit **80 students annually**—half of whom will be Utah residents—who will pay tuition at USU and live in Utah communities during their 4-year DVM program.

Veterinary medicine in Utah employs **over 2,500 people** with employee compensation of **over \$94 million**. It also accounts for **\$1.7 million in tax** on production and imports. The total effect is over 3,200 jobs, and **\$367 million** in output with state and local taxes on production and imports of **\$6.7 million** (mainly in property and sales taxes). Related households and corporations also account for an additional almost **\$5 million**. (Based on the Impact Analysis for Planning (IMPLAN) model and its 2019 database for Utah)





UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB D

January 14, 2022

Equity, Diversity, and Inclusion Policy Review

In Spring 2021, the Utah System of Higher Education (USHE) began working with the [National Association of System Heads](#) (NASH) through NASH's Equity Action Collaborative, which is dedicated to addressing systemic inequity and promoting inclusive excellence in higher education.

As part of the first cohort of the collaborative, USHE agreed to conduct an equity, diversity, and inclusion (EDI) review of USHE's policies and USHE created a subcommittee to undertake this review. Laís Martinez (Assistant Commissioner for EDI) and Alison Adams-Perlac (Associate General Counsel) are co-chairing the subcommittee working on this review which includes experts across the system and from the Board including Board Member Shawn Newell, Melanie Heath (Associate Commissioner for Strategic Initiatives and Access), Emma Houston (Special Assistant to the Vice President of EDI at University of Utah), Jenalee Moynier (Diversity Officer at Uintah Basin Technical College), Dr. Clifton Sanders (Provost for Academic Affairs and Chief Academic Officer at Salt Lake Community College), and Dr. Tasha Toy (Chief Diversity Officer and Assistant Vice President for Campus Diversity at Dixie State University).

The subcommittee is currently meeting twice per month and is working to develop guidelines for the policy review based on the [USHE Equity Lens Framework](#), after which USHE will conduct a full policy review based on those guidelines.

We expect to complete the policy review by summer 2022, and recommendations for policy edits will go to the Board's subcommittees through the regular policy review process before coming to the Board.

Questions can be referred to Alison Adams-Perlac (alison.adams@ushe.edu) or Laís Martinez at lmartinez@ushe.edu.

Commissioner's Recommendation

This is an information item only; no action is required.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB E

January 14, 2022

Board Statewide Online Education Task Force Report

The Board Statewide Online Education Task Force met on January 10, 2022, under the leadership of Task Force Chair Aaron Osmond, with all committee members in attendance. The group reviewed the proposed USHE Online Concept Validation Study from the Cicero Group, dated December 13, 2021, and discussed its importance in understanding and defining the mission and goals of the statewide online education initiative.

Recommendations

The task force and Commissioner recommend that USHE proceed with the study.

Attachment

Organization: Utah System of Higher Education
Project Title: USHE Online Concept Validation Study

Date: December 13, 2021
Client: Scott Wyatt
Email: Scott.Wyatt@ushe.edu

Organizational Objectives

The Utah System of Higher Education (USHE) is exploring opportunities to improve degree completion across the state by creating and/or facilitating an option for online learning that would explicitly aim to serve adult learners who have A) started but never completed a degree/certificate program, or B) never enrolled in a postsecondary degree/certificate program. Currently available postsecondary offerings have left nearly 400,000 Utah residents with unfinished degrees. USHE would like to understand how it might best provide opportunities for, and even motivate these individuals to enroll in and complete a postsecondary degree or certificate(s) and is contemplating options, including developing a dedicated online institution, creating a new entity within an incumbent institution, facilitating an autonomous subunit(s) within one or more institutions building on existing collateral, or other potential options, for this purpose. USHE believes that flexibility, cost, time-to-completion, institutional identity/association(s), and program relevance/appeal, program structure (i.e. stackable credentials), and online interface are all important factors. USHE would like to engage a research partner to study, and quantify these factors to understand nuances in preferences and needs across various constituencies to help inform decisions about exactly how to optimally structure an institution and/or program(s) in this endeavor.

Research and Strategy Objectives

The following research objectives are intended to help USHE achieve the organizational objectives outlined above:

1. Understand, and document the current landscape of postsecondary offerings for Utah residents, with a focus on institutions, programs, and resources that serve non-degreed adults ages 25-50
2. Identify broad opportunities to fill unmet demand for non-degreed adults across Utah
3. Determine specific needs and preferences of non-degreed adults in terms of potentially completing a postsecondary degree or certificate(s)
4. Measure perceptions of higher education generally, as well as assumed outcomes of completing a degree or certificate(s) at USHE institutions with respect to other parallel options
5. Measure actual demand for postsecondary degrees/certificates amongst non-degreed adults
6. Evaluate preferences around receiving a degree or certificate(s) from A) each of the existing USHE institutions, B) an entirely new USHE institution, or C) a private enterprise
7. Determine which degrees/programs, delivery structures, and pathways to/through credentials and degrees are most appealing to this constituency
8. Understand price/demand preferences for the offering(s) in question

Recommended Approach

To achieve the desired objectives, Cicero proposes a collaborative research approach with customizable options dependent upon USHE's ultimate needs and scope. During the engagement, Cicero will utilize its expertise in research, strategic consulting, and the higher education landscape, both broadly, and in Utah, and in this instance - USHE's core focus area of online education for adult learners across the state and will rely on a deep and iterative working relationship with USHE stakeholders.

- **Phase 1: Landscape Assessment – Desk Research**

- Review and synthesize internal USHE data – along with any extant studies – and any available secondary data to understand when/where/why Utah students historically discontinue postsecondary education prior to completion (*the extent of this analysis will vary based on availability of data and on the existence of relevant analyses or prior studies that might be leveraged for this work*)
- Overlay extant studies with internal data to generate first-stage hypotheses, as well as outline themes and questions to explore in subsequent phases

- **Phase 2: Hypothesis Generation - Constituent Interviews and Focus Groups**

- Conduct in-depth research interviews with 8-10 individuals who will share insights around why they have not enrolled in postsecondary education, or have begun, but not completed a postsecondary program, as well as which programs, price levels, modalities, institutions, etc. might entice them to enroll in and complete a degree program or certificate
 - Interview participants will be selected to consist of a mix of the following characteristics:
 - Age 25-34 (early career)
 - Age 35-50 (mid-career)
 - F/T employed
 - P/T employed
 - Urban
 - Rural
 - Parents of children living in the home
 - Non-parents
 - 0-50 credits earned
 - 50+ credits earned

- **Phase 3: Hypothesis Validation - Online Survey**

- N=500 comprehensive survey. The questionnaire design will be heavily informed by the findings from qualitative research (interviews and focus groups), along with continued collaboration and prioritization with USHE stakeholders. A sample size of N=500 will ensure statistical viability of survey data and will allow for some segmentation of responses i.e., urban/rural, age, credits earned, and/or basic demography, which will enable more targeted approaches to eventual solution design.
 - i. Survey takers will be comprised of a mix of the same characteristics delineated for qualitative research participants. Specific quotas will be collaboratively decided upon at the time of survey recruitment, and representation from ‘Rural’ Utah residents will be integral to the integrity of this study.

Aside from screening and demographic data collection, the survey will be comprised of four main sections. (Additions to these sections, or modification, can be made within the scope of this research, particularly as insights are obtained in the qualitative phase of research.)

1. Explore the reasons for never enrolling, or not completing a postsecondary degree or certificate(s), with particular focus on understanding and measuring specific barriers to enrollment/completion
2. Measure demand/desire for non-degree adults to complete postsecondary degree or certificate(s)
3. Understand which attributes would entice individuals to enroll i.e., programs, modalities, institutional ties, expected outcomes, endorsements, pricing, etc. (The Cicero team anticipates potentially deploying a MaxDiff analytical methodology in this section, which will quantify, and rank order preference across the list of tested attributes)

4. Understand the role of cost relative to expected value and return on investment, and general price sensitivity amongst prospective students. (For the question of price sensitivity, Cicero's research team may, as deemed appropriate, deploy a Van Westendorp pricing tool within the survey. This specialized survey instrument uses a proven statistical methodology to identify optimal pricing for a given product or service, and in this case, would be used to inform USHE at which price, or range of prices this offering would be most appealing.)

Project Deliverables and Timeline

- Summary report comprised of approximately 40-50 slides, incorporating interview/focus group insights, key themes, direct quotes, survey data results, and executive summary covering project objectives and highlighting key findings, implications, and recommendations.
- Discussion Guide for in-depth-interviews and focus groups
- Summary of interviews
- Summary of focus groups
- Full reporting of survey data
- Survey data cross tabs

Project Timeline

We anticipate this project will require approximately 12 weeks to complete. Additional targeted needs or special requests for interviews beyond what has been outlined here may impact timeline.

PHASE / WORKSTREAM		Week											
		1	2	3	4	5	6	7	8	9	10	11	12
Project Kick-Off	Project Kick-Off												
Phase 1 Landscape Assessment	Analyze available internal USHE data and relevant extant studies												
	Generate/refine initial hypotheses												
Phase 2 Hypothesis Generation	Recruit, schedule, conduct in-depth interviews												
	Recruit, schedule, facilitate focus groups												
Phase 3 Persona Development + Journey Mapping	Design survey questionnaire												
	Program, launch, and field survey												
	Analyze survey results and build final project report												
Final Comprehensive Presentation													

Project Fees and Professional Arrangements

Total Project Fees: \$98,500 (assuming 12-week engagement based on terms noted above; includes all professional fees, research-related hard costs, and research participant incentives and honorariums).

The project will be charged on Net-30 day terms. 50% of the project will be invoiced up-front and 50% of the project will be invoiced at the delivery of the final report. The above project costs are all inclusive of the actions/services described in the statement of work, including:

- Project management and coordination of all logistics related to the project
- Ongoing collaboration with USHE leadership and key team members
- Strategic thought leadership throughout the project (including Cicero team members being available for on demand and scheduled meetings throughout the engagement)
- Design of all required documents, including screening guides, participation invites, and survey questionnaire
- Incentive fulfillment for quantitative study
- Robust reporting of all research and strategic consultation based on research findings

Cicero Group Qualifications

Our team members have a depth of experience from top-tier strategy consulting and corporate firms, institutions of higher education, and government and not-for-profit entities. Our team includes current and former c-level executives, board members, business professors, economists, lawyers, diplomats, researchers, and data scientists. This experience and diversity help us deliver cutting edge methodologies and perspectives to every project. Many Cicero team members speak multiple languages and we have collectively lived and worked across six continents.

Cicero's experience and expertise in higher education is immense. Cicero's Higher Ed practice has partnered with a broad range of higher education institutions, systems, and organizations over the course of the last two decades, driving real and actionable impact for each. Particularly relevant to this project, Cicero has conducted sophisticated, in-depth research projects for a bevy of our higher education partners (as well as many large organizations in other industries), and brings deep capacity and perspective to this work. A small sample of our higher education clients is provided below:

We understand that project details change rapidly, and that responsiveness is essential. Our clients have access to a senior member of the project team 24/7 by telephone or email to answer questions or provide clarification. It is our intention that this relationship is truly collaborative, and we want to be available to be a true partner in the work.

Example Cicero Higher Ed Clients



Project Team

Team Member	Role
Aaron Andersen	Senior Partner, Higher Education Practice Lead
Ben Aplanalp	Engagement Manager, Higher Education Specialist
TBD	Analysts/Associates

In order to ensure the successful completion of projects, we take a very proactive approach to project management throughout the course of our work with clients. This includes working sessions with the client as needed and regular reporting and collaboration. Our philosophy is to begin with and continually refine outputs and deliverables to ensure that by the end of the project, the work products not only meet client expectations, but prove to be extremely valuable inputs to clients' strategic decision making.

Bios of Cicero team members are included below to provide perspective on the level and depth of expertise that Cicero brings to each client engagement. Aaron Andersen, who leads Cicero's Higher Education practice, will serve as Cicero's lead on the project, with an expert team comprised of highly qualified consultants and researchers led by Ben Aplanalp on a day-to-day basis. NOTE: *Specific individual qualifications for the additional project team members can be provided based on the timing of the project, as individual analyst and associate assignments cannot be made (or promised) until the project timeline is firmly established. Bios of potential team members are provided here for information only.*



Aaron Andersen
Senior Partner
Cicero Group

Prior Experience

- Principal Organizational Consultant, University of California Berkeley
- Senior Policy Analyst, University of California Berkeley
- Teaching and Research Fellow, Harvard University
- Associate Director, Program Administrator, Utah State University
- *Harvard University, EdM*
- *Cornell University, MPA*
- *Utah State University, BS History*

Aaron Andersen is a Senior Partner at Cicero Group and leads Cicero's Higher Education practice. In this role he focuses on helping systems and institutions of higher education develop data-driven strategies to improve student outcomes, enrollments, and operations.

Prior to joining Cicero Group, Aaron worked for over a decade in leadership roles in higher education. His experience included high-profile direction of large-scale operational restructuring efforts, consolidating disparate business units into new reporting, data management, and program delivery structures. In addition, he has led significant vertical optimization initiatives, bringing marketing, acquisition, conversion, and retention efforts into alignment around aggressive organizational targets. His experience also included key roles managing cost and resource management and allocation processes through periods of institutional retrenchment, evaluating and standardizing policies across business units, and architecting solutions to align faculty and administrative interests.

Specific to his higher education work since joining Cicero Group, Aaron has led large-scale engagements with institutions and systems across the country, helping these systems to develop and implement comprehensive student outcome improvement-focused strategies across a range of different approaches including brand and enrollment optimization,

segmentation and competitive analysis, strategic planning, analytics and data strategy, operations improvement, and program evaluation and development, among many others.

Aaron has earned master's degrees from Harvard University and Cornell University in Higher Education and Public Administration, respectively. He has a bachelor's degree in History from Utah State University.



Ben Aplanalp
Engagement manager
Cicero Group

Prior Experience

- Management Consultant, RLG International
- Account Manager, Hilti Inc.
- Financial Analyst, CellTrust Corporation
- Thunderbird School of Global Management, MBA
- University of Utah, BA Finance

Ben Aplanalp is an Engagement Manager with Cicero Group. Ben has experience in a variety of industries including Higher Education, Education-Serving Non-Profit for both Higher Ed and K-12, Transportation Logistics, Oil & Gas, Biotech, Software Security, Chemicals, Shipbuilding, Construction, Waste Removal, Marketing & Sales, and Tech Startups. He has made significant contributions in solving clients' business challenges in the areas of process optimization, project management, change management, implementation, leadership coaching and salesforce transformation. Ben drives impact through strategic thinking and thoughtful implementation, utilizing data-driven strategies to achieve meaningful, sustainable improvement for client partners.

Prior to joining Cicero, Ben worked for 5 years as a Management Consultant/Project Manager with the Canadian firm, RLG International. There he partnered with clients to optimize operations and capital projects, and to develop leadership teams. In this role, Ben spent 3+ years living and working in Australia with various multinational Oil & Gas companies in the LNG (Liquefied Natural Gas) sector. Before his time with RLG International, Ben worked as an Account Manager with Hilti Inc. serving San Diego area clients in the Energy Production, Public Utilities, and Shipbuilding industries.

Ben has earned an MBA from the Thunderbird School of Global Management and a bachelor's degree in Finance from the University of Utah.

Additional Provisions

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. For purposes of this Contract, Proprietary or Confidential Information shall include all information or material which (i) is not publicly available; (ii) gives the owner of the information some competitive business advantage or opportunity of obtaining such advantage or disclosure of which could be detrimental to the interests of that party; and (iii) is marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking or known by the parties to be considered confidential and proprietary. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Contract. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. Notwithstanding the foregoing, Cicero shall maintain and have access to all data for normative and internal business purposes. Additionally, Cicero reserves the right to invite all study participants to volunteer their e-mail address in order to participate in future studies or focus groups.

Each party hereto shall indemnify and hold the other party harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorney fees and disbursements) which the other party may hereafter incur, suffer, or be required to pay, defend, settle, or satisfy as a result of the party's breach of any terms of this Contract or the party's violation of applicable law.

This Contract shall be deemed executed in and performable primarily in Salt Lake County, Utah. This Contract shall be governed by, and construed in accordance with, the substantive laws of the State of Utah, exclusive of the choice of law rules of that state.

Any suit between the parties that arises from this Contract or relates to the subject matter of this Contract must be filed in a state or federal court in Salt Lake County, Utah. The parties expressly submit to the jurisdiction of said courts for purposes of any litigation arising from or related to the Contract and expressly waive any rights they may have for venue to lie elsewhere. If a party files suit in violation of this paragraph, the opposing party shall, upon motion to the court, be entitled to dismissal of the suit, and shall further be entitled to recover its reasonable attorneys' fees incurred in connection with the motion.

The parties shall submit any dispute between or among them to mediation with a mutually agreeable mediator at a mutually agreeable time and place. The parties will negotiate in good faith to choose a mediator and a time and place for the mediation, and will pay equal shares of the mediator's fee. Absent an emergency or other compelling circumstances, such mediation must be completed before, and as a condition precedent to, filing of any lawsuit that arises from this Contract or relates to the subject matter of this Contract.

In the event any party files a lawsuit against another party that arises from this Contract or relates to the subject matter of this Contract, the prevailing party in such action shall be entitled to recover, in addition to damages or other forms of relief, its reasonable attorneys' fees and costs incurred in connection therewith.

The foregoing paragraphs survive termination of this Contract.

This Contract and any amendment thereto may be executed in any number of counterparts and transmitted by facsimile or e-mail, and each counterpart executed and transmitted in such way shall be considered an original for all purposes and shall together constitute one and the same instrument.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB F

January 14, 2022

Revisions to R120, *Board of Higher Education Bylaws* and R141, *Functions of the Commissioner of Higher Education*

The revisions to R120 and R141 follow a review conducted by a subcommittee of the Board's Executive Committee.

Revisions to R120: remove the commissioner's responsibilities from the bylaws; create a nomination process, including a nominating committee, for the chair and vice chair positions; clarify the responsibilities of the chair and vice chair(s); join Executive Committee members with the chair in making appointments to standing and special committees; and, absent emergency, require the chair and/or commissioner to provide advance notice to the Board prior to issuing a public statement or press release.

Revisions to R141: add the commissioner's responsibilities that have been removed from R120, including clarifying edits; charge the Executive Committee with evaluating the commissioner's performance annually, including completing an evaluation report; give the Board authority to allocate resources for the performance evaluation; and assign the chair and vice chair(s) supervisory authority over the commissioner with feedback and guidance from the Board.

Executive Committee Recommendation

The Executive Committee reviewed the proposed revisions to R120 and R141 in its January 2022 meeting and has requested the revisions go to the full Board for consideration with a recommendation that the Board adopt the revisions effective immediately.

Commissioner's Recommendation

The Commissioner recommends the Board adopt the revisions to R120, *Board of Higher Education Bylaws* and R141, *Functions of the Commissioner of Higher Education*.

Attachments

R120, Board of Higher Education Bylaws¹

R120-1 Purpose: To provide bylaws for the Board of Higher Education that will govern how the Board administers the Utah System of Higher Education and conducts regular Board business.

R-120-2 References

2.1 [Utah Code § 53B-1-403](#)~~Title 53B, Chapter 1, Section 403~~, Committees

2.2. [Utah Code § 53B-1-404](#)~~Title 53B, Chapter 1, Section 404, Membership of the~~ Board
[Membership and Bylaws](#)

2.3 [Utah Code § 53B-1-501](#)~~Title 53B, Chapter 1, Section 501~~, Initial Board Membership

R120-3 ~~Bylaws~~ Offices: The principal office of the Board shall be located at the Utah Board of Higher Education Building, The Gateway, 60 South 400 West, Salt Lake City, Utah. ~~The Board may have such other offices as the Board may designate or as the business of the Board may from time to time require.~~

~~3-2~~ R120-4 General Powers: Under [Utah Code section](#) 53B-1-402, the Board is vested with the power to govern the Utah System of Higher Education. The Board shall address all issues requiring its action in a properly convened meeting. The Board may adopt rules and regulations to govern the conduct of its meetings, to manage the Board and to manage and supervise the Utah System of Higher Education, in accordance with these bylaws and the laws of this State.

~~3-3~~ R120-5 Board Members: The Board shall consist of 18 members who are residents of the state and appointed by the governor with the advice and consent of the Senate. ~~Two of the members shall be student members, one individual who is enrolled in a certificate program at a technical college at the time of the appointment one individual who is a fully matriculated student enrolled in a degree-granting institution. Except as provided in~~ [Utah Code section](#) 53B-1-501, the Governor shall appoint Board members to six-year staggered terms, each of which begins on July 1 of the year of appointment. The

¹ Adopted July 1,2020; amended August 21,2020

Governor shall appoint student members to a one-year term. Each member shall hold office until ~~his or~~ [her](#) [their](#) successor has been chosen and qualified.

~~3-3-5.1~~ Oath of Office: A member shall take the official oath of office before entering upon the duties of office. The oath shall be filed with the Division of Archives and Records Services.

~~3-3-5.2~~ Simultaneous Service on Institutions' Boards of Trustees: An individual may not serve simultaneously on the Board and on an institution's board of trustees.

~~3-3-5.3~~ Consecutive Terms: Unless otherwise provided in [Utah Code section](#) 53B-1-501, the Governor may appoint a member to a second consecutive full term without a recommendation from the nominating committee. Members who filled the unexpired term that resulted from the vacancy of a member may be appointed to serve up to one consecutive full term thereafter. Student members may not serve more than one full term.

~~3-3-5.4~~ Vacancies: A vacancy in the Board occurring before the expiration of a member's full term shall be immediately filled through the nomination and appointment processes described in [Utah Code section](#) 53B-1-404 and 406. An individual appointed to fill a vacancy shall be appointed to serve for the remainder of the unexpired term.

~~3-3-5.5~~ Removal of Board Members: The governor may remove a member of the board for cause after consulting with the president of the Senate.

~~3-3-5.6~~ Resignation: A member of the Board may resign at any time by giving written notice to the Board's chair or secretary. Unless otherwise specified in the notice, the resignation shall take effect upon receipt.

~~3-3-5.7~~ Compensation: A member of the Board shall receive a daily salary for each calendar day that the member attends a Board or Committee meeting as provided by statute. A member may also receive per diem and travel expenses as allowed by Section 53B-1-404(15).

~~3-4~~ [R120-6](#) Regular Meetings: The Board shall meet regularly at a time and place it shall determine. The Board may also meet, in full or executive session, at the request of the chair, the commissioner, or at least six members of the Board.

~~3-4-6.1~~ Special Meetings: The Board may convene a special meeting, in full or executive session, when called by the Board chair, the commissioner, or by request of six Board members. The chair or commissioner may designate the location or method for holding any special meeting.

~~3-5~~ [R120-7](#) Notice

3.5.7.1 Notice to Members of Board: The Board secretary shall notify Board members and institutional presidents of the time and place of regular meetings of the Board at least seven days prior to the meeting, together with an agenda explaining the nature of the business to be acted upon. The Board secretary may provide shorter notice for special meetings.

3.5.7.2 Notice to the Public: The Board and Executive Committee—when taking action on behalf of the Board in accordance with ~~S~~section 3.9.13.6—shall -give public notice of their meetings as required by ~~S~~section 52-4-202 of the [Utah](#) Open and Public Meetings Act.

3.6 ~~R120-8~~ Quorum: The Board must have a quorum to take action. A quorum consists of 10 members. A quorum of any committee of the Board shall consist of a majority of its members. If less than a quorum is present at the time and place for any such meeting called, the Board or committee meeting may be adjourned without further notice.

3.7 ~~R120-9~~ Conducting Board Business

3.7.9.1 Agenda and Regular Order of Business: The ~~Board chair~~[Executive Committee in consultation with](#) ~~and~~ the commissioner shall set the agenda for Board meetings ~~in consultation with the Executive Committee~~. The official agenda shall constitute the principal business at regular meetings of the Board.

3.7.9.2 Categories of Agenda Items: The Board's business shall be listed in the agenda within the following categories:

3.7.9.2.1 Action Items: Items that are recommended for action and that require full discussion by the Board.

3.7.2.9.2.2 Consent Calendar: Items that are recommended for action and that have been fully discussed by a committee and do not require discussion by the full Board.

3.7.2.9.2.3 Information Items: Items that are not recommended for action, but are for information, such as presentation of institutional reports by heads of institutions and other items for informational purposes.

3.7.9.3 Consent Calendar: The Board may act on items in the Consent Calendar by voting on items either as a group or as items individually. Any item listed upon the Consent Calendar may, by majority vote of the Board, be transferred to the Action Items at the same or a subsequent meeting and made be subject to full discussion and deliberation.

3.7.9.4 Rules of Procedure: The Board and its committees shall follow Robert's Rules of Order in conducting all meetings.

3.7.9.5 Open and Public Meetings Act: The Board shall conduct its meetings in compliance with the Open and Public Meetings Act. If the Executive Committee intends to take action on behalf of the Board in accordance with Section 3.9.6, it shall conduct its meeting in compliance with the Open and Public Meetings Act.

3.7.9.6 Voting

3.7.9.6.1 Recording of Votes: Any member so requesting shall have ~~her or his~~ their vote recorded in the minutes, or on request of any member the vote of each member shall be recorded.

3.7.9.6.2 Proxy Voting: Proxy voting shall not be permitted at meetings of the Board or the meetings of its committees.

3.8 R120-10 Board Officers and Staff

3.8.10.1 Officers: The officers of the Board shall be a chair, a vice-chair or vice-chairs, and a secretary. The Board's staff shall be the commissioner of higher education, an associate commissioner of academic education, ~~and~~ and an associate commissioner of technical education appointed by the commissioner subject to approval by the Board as outlined in Board policy R141, and other staff as the commissioner deems necessary.

10.2 Nomination, Appointment, Election, and Terms of Office for Chair and Vice Chair

10.2.1 Nomination: At least 90 days before the expiration of the term of either the chair or a vice chair, the Board will, at its next Board meeting, establish a nominating committee of at least three members of the Board, excluding Board members seeking appointment. The nominating committee will contact each additional member of the Board to assess their interest in serving as the chair or a vice chair of the Board and, for those who express interest in serving, will gather information about their interest and experience. The nominating committee will compile and present the information to the Board, in a closed meeting if necessary, no later than 60 days before the expiration of the relevant term(s). Nominations may be made in an open meeting by formal motion by the nominating committee and/or a member of the Board, and self-nominations are

[permitted. The terms of the chair and vice chair\(s\) shall be two years. A new nominating committee shall be elected whenever the chair or vice chair positions are vacant, although if there are multiple vacancies at the same time, those may be addressed by the same nominating committee.](#)

~~**3.8.10.2.1 Chair and Vice Chair(s)**~~[Elections and Terms of Office:](#) [Upon motion and vote of a quorum, the Board shall elect a chair and up to two vice-chairs from among its members at its May/June meeting in each even numbered year. Beginning on the date of election, the chair and vice-chair\(s\) shall serve concurrently for two years and until their successors are chosen and qualified. A member may not serve more than two terms as chair.](#)

~~**3.8.10.3**~~ [Appointment, Election and Term of Office of Secretary and Commissioner](#)

~~**3.8.2.1 Chair and Vice Chair(s):** The Board shall elect a chair and up to two vice chairs from among its members at its May/June meeting in each even numbered year. Beginning on the date of election, the chair and vice chair(s) shall serve concurrently for two years and until their successors are chosen and qualified. A member may not serve more than two terms as chair.~~

~~**3.8.2.10.3.1**~~ **Secretary:** The Board shall appoint a full-time employee from the commissioner's staff to serve as secretary at the Board's discretion.

~~**3.8.2.3**~~ ~~**10.3.2**~~ **Commissioner:** Upon approval ~~of~~[by](#) the governor and with the advice and consent of the Senate, the Board shall appoint a commissioner of higher education. The commissioner shall serve at the Board's [and Governor's \(after consultation with the Board\)](#) pleasure. [The commissioner's performance will be evaluated under Board policy R141.](#)

~~**3.8.2.4 Associate Commissioners:** The commissioner shall appoint, subject to approval by the Board, an associate commissioner of technical education and an associate commissioner of academic education. The commissioner may also appoint, without the Board's approval, other associate commissioners as needed. The associate commissioners shall serve at the commissioner's pleasure.~~

~~**10.43.8.3**~~ [Removal of Board Officers or Commissioner](#)

~~**3.8.3**~~ ~~**10.4.1**~~ **Chair and Vice-Chair:** The Board may remove a chair or vice-chair of the Board for cause.

~~**3.8.3**~~ ~~**10.4.2**~~ **Commissioner:** [Either the Board or the Governor, after consultation](#)

with the Board, may terminate the commissioner. ~~The Governor may terminate the commissioner, after consultation with the Board.~~

10.53.8.4 Vacancies: The Board may fill a vacancy in any Board office because of death, resignation, removal, disqualification or otherwise, according to the requirements of statutes and these bylaws, for the unexpired portion of the term.

10.63.8.5 Chair: The chair shall preside at all ~~meetings of the Board~~ meetings, call special meetings when necessary to address Board business, ensure the integrity and effectiveness of the Board's governance including supervising the Board's fulfillment of its statutory duties and responsibilities, and shall have such other duties, powers and responsibilities as directed by the Board or ~~by these bylaws. In the absence of such specifications, the chair shall have the powers and authority and shall perform and discharge the duties of similar officers serving organizations with similar purposes and objectives as the Board.~~

10.73.8.6 Vice-Chair(s): ~~The~~ A vice-chair(s) shall ~~act as chair in the absence or disability of the chair and shall~~ have such ~~other~~ duties, powers and responsibilities as the Executive Committee assigns including, but not limited to, chairing Board committees, leading Board programs or projects, liaising with Board committees and system institutions, and/or representing the Board on state or system task forces or councils~~the Board or chair may assign.~~ A vice-chair shall also act as chair if the chair is absent or unable to chair. In the event the office of chair becomes vacant, a vice-chair shall act as interim chair until the next regular meeting, at which time the Board shall elect a new chair to serve the balance of the unexpired term. If the office of vice-chair is similarly vacated, the Board shall elect a new vice-chair from among its members at the next regular meeting.

10.83.8.7 Secretary: The secretary shall make a record and maintain a record of all Board meetings and shall perform such other duties as the Board may direct.

10.93.8.8 Commissioner: The commissioner shall act as the Board's chief executive officer and, subject to the control of the Board, shall supervise and control all of the Board's business and affairs. The commissioner's other duties and responsibilities are outlined in Board policy R141.

~~**3.8.8.1 Chief Executive Officer:** The commissioner shall act as the Board's chief executive officer and, subject to the control of the Board, shall supervise and control all of the business and affairs of the Board. The commissioner may enter into contracts or execute and deliver instruments that do not exceed \$100,000 on behalf of the Board without Board approval. For contracts or instruments that exceed \$100,000, the commissioner shall first obtain Board approval.~~

~~3.8.8.2 Commissioner Interprets Board Policy:~~ The commissioner shall be responsible for interpreting the Board's policies.

~~3.8.8.3 Advocacy:~~ The commissioner is authorized to advocate on behalf of the Board before the governor, the legislature, and other officials and governmental entities.

~~3.8.8.4 Commissioner Represents Board:~~ In order to ensure that there is effective follow through in implementing the Board's action, the commissioner shall work with system's institutions on the Board's behalf to ensure they effectively implement the Board's policies, directives, strategies and goals.

~~3.8.8.5 Information, Reports, Audits:~~ The commissioner is empowered to require information and reports from the institutions. The commissioner has the authority, after giving due notice to the presidents, to assign staff to audit records of institutions or otherwise verify data. Such audits shall be in response to the Board's instructions or to verify compliance with the Board's policies or applicable laws. The Board's audit committee shall prioritize the commissioner's audits.

~~3.8.8.6 Board Policies Properly Executed:~~ After the Board has adopted a new policy, program, or taken an action, the commissioner shall ensure that it is properly carried out. The commissioner will collaborate with the Council of Presidents, and relevant institutional staff to implement new policies or directives and to periodically follow up on the implementation. Presidents shall cooperate with the commissioner to properly execute the Board's policies and directives.

~~3.8.8.7 Statutory Duties:~~ The commissioner is responsible to ensure that the Board's policies, programs, and strategic plan are properly executed; furnish information about the Utah System of Higher Education and make recommendations regarding that information to the Board, provide state-level leadership in any activity affecting an institution of higher education, and perform other duties assigned by the Board.

~~3.8.9 Commissioner's Staff:~~ The commissioner may appoint and hire a staff of professional, legal, and administrative personnel.

~~3.8.9.1 Associate Commissioners:~~ The associate commissioner for technical education shall support the chair of the Technical Education Committee. The

~~associate commissioner for academic education shall support the chair of the Academic Education Committee.~~

R120-11 ~~3.8.10~~ Salaries and Benefits

~~3.8.10~~ 11.1 Chair and Vice-Chair: The chair and vice-chair are compensated as members of the Board and shall not receive salaries.

~~3.8.10~~ 11.2 Secretary: The commissioner shall set the salary of the secretary as a member of staff.

~~3.8.10~~ 11.3 Commissioner: The Board shall set the salary of the commissioner.

~~**3.8.10.4 Commissioner's Staff:** The commissioner shall determine salaries, retirement provisions, and other benefits for the staff as described by statute.~~

R 120-12 ~~3.8.11~~ Contracts: The Board may authorize any officer or officers or agents of the Board, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Board, and such authority may be general or may be confined to specific instances. The commissioner may enter into contracts or execute and deliver instruments that do not exceed \$100,000 on behalf of the Board without Board approval. For contracts or instruments that exceed \$100,000, the commissioner shall first obtain Board approval.

R120-13 ~~3.9~~ Committees

~~3.9.1~~ 13.1 Committee Appointments: The Board shall establish standing committees and such other special committees as the Board ~~or the Board chair~~ may determine to be necessary or appropriate. ~~With the exception of the Executive Committee, the~~ The Board chair ~~and no fewer than three Executive Committee members~~ shall appoint the membership and a chair of all standing and special committees and the at large member of the Executive Committee. Each standing committee shall serve concurrent two-year terms ~~with the chair who appointed them~~.

~~3.9.2~~ 13.2 Standing Committees: The Board shall form the following standing committees:

—— **~~3.9~~ 13.2.1** Executive Committee

—— **~~3.9.2~~ 13.2.2** Technical Education Committee

—— **~~3.9~~ 13.2.3** Academic Education Committee

~~3.9.13.2.4~~ Student Affairs and Access Committee

~~3.9.13.2.5~~ Finance and Facilities Committee

~~3.9.13.2.6~~ Audit Committee

3.9.13.3 Special Committees: In addition to the standing committees, the Board may form other special committees as needed.

3.9.13.4 Staff Support: The commissioner shall provide staffing and support to each standing and special committee. [The standing and special committees of the Board shall work with the commissioner's staff through the commissioner.](#)

3.9.13.5 Committee Membership and Voting of Board Chair and Vice Chair: The chair and vice-chair may be appointed to and serve as regular members of one or more standing committees, with full power to vote. The chair and vice-chair shall also be ex officio members of each standing committee to which they are not appointed on a regular basis, but in such ex officio capacity shall be without power to vote.

~~3.9.6~~**13.6 Executive Committee**

~~3.9.13.6.1~~ Composition: The Executive Committee shall be comprised of the Board chair, the Board vice-chair(s), the chairs of the ~~technical, academic, student affairs, and finance and facilities~~ standing committees, and [may include the immediate past chair or one committee member at large](#) ~~appointed by the Board chair~~.

~~3.9.13.6.2~~ Authority: The Executive Committee may meet to address issues, identify areas of concern, set priorities or agenda items, or conduct other business requiring the Board's action during the interim period between Board meetings as provided in this section. [Upon a vacancy of the chair or a vice chair, the Executive Committee shall ensure a nominating committee is appointed under subsection 10.2.1.](#) The Executive Committee shall report to the Board at the Board's next meeting following an action undertaken.

~~3.9.13.6.3~~ Routine Matters: The Board authorizes the Executive Committee to act upon routine matters during the interim between the Board's regular meetings.

~~3.9.13.6.4~~ Non-routine Matters: The Executive Committee may not act on non-routine matters except under extraordinary and emergency circumstances.

13.7 Audit Committee: The Board's Audit Committee shall prioritize the commissioner's audits.

~~3-9~~13.87. Committee Meetings: Meetings of all committees of the Board may be held upon the call of the committee chair, the Board chair, or at the request of the commissioner.

~~3-10~~R120-14 Advisory Councils

~~3-10~~14.1 Industry Advisory Council: The Board shall establish an Industry Advisory Council that shall inform the committee for technical education; the committee for academic education; and the State Board of Education. The Industry Advisory Council shall include representation from (a) employers; (b) kindergarten through grade 12 representatives; (c) degree-granting institution faculty; and (d) technical college faculty.

~~3-10~~14.2 Council of Presidents: The Board shall establish a Council of Presidents comprised of the presidents from each of the institutions and the commissioner. The commissioner shall serve as Council of Presidents chair.

~~3-10~~14.3 Other Advisory Councils: The Board may establish other advisory committees or councils as needed.

~~3-10~~14.4 All matters requiring Board determination shall be addressed in a properly convened meeting of the Board or Executive Committee.

~~3-11~~R120-15 Electronic Meetings: The Board and the Executive Committee may convene and conduct an electronic meeting in accordance with ~~S~~section 52-4-207 of the Utah Open and Public Meetings Act. The members of those committees who participate by electronic communication may be counted in the quorum that is necessary to conduct and transact the Board's business. Such participation does not alter the requirements of notice, open and public meetings, and other applicable rules of the Board.

~~3-12~~R120-16 Public Information

~~3-12~~16.1 Official Pronouncements: The Board chair is the only member of the Board authorized to make official pronouncements for the Board, and then only as authorized by the Board. The commissioner as executive officer of the Board is authorized to speak for the Board and the Utah System of Higher Education with respect to any policy matters that have received the approval of the Board, and on administrative matters.

~~3-12~~16.2 Releases and General Information: The commissioner or designee may issue news releases, general information, and other communications regarding administration of the system of higher education, provided the releases are consistent with Board policies and directives.

16.3 Advance Notice to Board Members of Public Statements or Press Releases:

Absent an emergency in which the chair or commissioner may make a public statement without prior notice, prior to issuing a formal public statement or press release on behalf of the Board, either the Board chair or the commissioner shall give Executive Committee members at least one hour of prior notice and Board members as much notice as reasonably possible, on a confidential basis, of the statement and its contents.

~~3-13~~R120-17 Conflicts of Interest

~~3-13~~17.1 A potential conflict of interest is any direct and immediate interest or relationship, including financial interest exceeding \$2,000, with persons or businesses regulated by or directly affected by decisions of the Board, or persons or organizations which may present requests or issues before the Board. The interest of a spouse or other members of the immediate family/household or the interest of any other person which is constructively controlled by the member is included.

~~3-13~~17.2 Board members shall disclose potential conflicts of interest, in a signed written document provided by the Commissioner's Office. In the event the Board is taking action that involves issues with which a Board member has a potential conflict, the Board member shall orally disclose the conflict during a regularly scheduled public meeting and abstain from participating in discussion or voting on the issue.

~~3-13~~17.3 Board members are subject to the Ethics Act, Utah Code 67-16-7. The Commissioner's Office will provide training materials to Board members that explain the obligations of the Ethics Act. Board members are also encouraged to seek counsel from the Board's general counsel or the Attorney General's office if there is any potential doubt as to the applicability of this section or the Ethics Act.

~~3-14~~R120-18 Amendment of Bylaws: The Board may amend these bylaws at any regular meeting, provided that copies of any proposed amendments ~~shall be~~are submitted in writing to each member and to the commissioner at least seven days before the meeting at which they are to be proposed for vote.

R120, Board of Higher Education Bylaws¹

R120-1 Purpose: To provide bylaws for the Board of Higher Education that will govern how the Board administers the Utah System of Higher Education and conducts regular Board business.

R-120-2 References

2.1 Utah Code [§ 53B-1-403](#), Committees

2.2. Utah Code [§ 53B-1-404](#), Board Membership and Bylaws

2.3 Utah Code [§ 53B-1-501](#), Initial Board Membership

R120-3 Offices: The principal office of the Board shall be located at the Utah Board of Higher Education Building, The Gateway, 60 South 400 West, Salt Lake City, Utah. The Board may have such other offices as the Board may designate or as the business of the Board may from time to time require.

R120-4 General Powers: Under Utah Code section 53B-1-402, the Board is vested with the power to govern the Utah System of Higher Education. The Board shall address all issues requiring its action in a properly convened meeting. The Board may adopt rules and regulations to govern the conduct of its meetings, to manage the Board and to manage and supervise the Utah System of Higher Education, in accordance with these bylaws and the laws of this State.

R120-5 Board Members: The Board shall consist of 18 members who are residents of the state and appointed by the governor with the advice and consent of the Senate. Two of the members shall be student members, one individual who is enrolled in a certificate program at a technical college at the time of the appointment one individual who is a fully matriculated student enrolled in a degree-granting institution. Except as provided in Utah Code section 53B-1-501, the Governor shall appoint Board members to six-year staggered terms, each of which begins on July 1 of the year of appointment. The Governor shall appoint student members to a one-year term. Each member shall hold office until their successor has been chosen and qualified.

5.1 Oath of Office: A member shall take the official oath of office before entering upon the duties of office. The oath shall be filed with the Division of Archives and Records Services.

¹ Adopted July 1,2020; amended August 21,2020

5.2 Simultaneous Service on Institutions' Boards of Trustees: An individual may not serve simultaneously on the Board and on an institution's board of trustees.

5.3 Consecutive Terms: Unless otherwise provided in Utah Code section 53B-1-501, the Governor may appoint a member to a second consecutive full term without a recommendation from the nominating committee. Members who filled the unexpired term that resulted from the vacancy of a member may be appointed to serve up to one consecutive full term thereafter. Student members may not serve more than one full term.

5.4 Vacancies: A vacancy in the Board occurring before the expiration of a member's full term shall be immediately filled through the nomination and appointment processes described in Utah Code section 53B-1-404 and 406. An individual appointed to fill a vacancy shall be appointed to serve for the remainder of the unexpired term.

5.5 Removal of Board Members: The governor may remove a member of the board for cause after consulting with the president of the Senate.

5.6 Resignation: A member of the Board may resign at any time by giving written notice to the Board's chair or secretary. Unless otherwise specified in the notice, the resignation shall take effect upon receipt.

5.7 Compensation: A member of the Board shall receive a daily salary for each calendar day that the member attends a Board or Committee meeting as provided by statute. A member may also receive per diem and travel expenses as allowed by Section 53B-1-404(15).

R120-6 Regular Meetings: The Board shall meet regularly at a time and place it shall determine. The Board may also meet, in full or executive session, at the request of the chair, the commissioner, or at least six members of the Board.

6.1 Special Meetings: The Board may convene a special meeting, in full or executive session, when called by the Board chair, the commissioner, or by request of six Board members. The chair or commissioner may designate the location or method for holding any special meeting.

R120-7 Notice

7.1 Notice to Members of Board: The Board secretary shall notify Board members and institutional presidents of the time and place of regular meetings of the Board at least seven days prior to the meeting, together with an agenda explaining the nature of the business to be acted upon. The Board secretary may provide shorter notice for special meetings.

7.2 Notice to the Public: The Board and Executive Committee—when taking action on behalf of the Board in accordance with section 13.6—shall give public notice of their meetings as required by section 52-4-202 of the Utah Open and Public Meetings Act.

R120-8 Quorum: The Board must have a quorum to take action. A quorum consists of 10 members. A quorum of any committee of the Board shall consist of a majority of its members. If less than a quorum is present at the time and place for any such meeting called, the Board or committee meeting may be adjourned without further notice.

R120-9 Conducting Board Business

9.1 Agenda and Regular Order of Business: The Executive Committee in consultation with the commissioner shall set the agenda for Board meetings. The official agenda shall constitute the principal business at regular meetings of the Board.

9.2 Categories of Agenda Items: The Board’s business shall be listed in the agenda within the following categories:

9.2.1 Action Items: Items that are recommended for action and that require full discussion by the Board.

9.2.2 Consent Calendar: Items that are recommended for action and that have been fully discussed by a committee and do not require discussion by the full Board.

9.2.3 Information Items: Items that are not recommended for action, but are for information, such as presentation of institutional reports by heads of institutions and other items for informational purposes.

9.3 Consent Calendar: The Board may act on items in the Consent Calendar by voting on items either as a group or as items individually. Any item listed upon the Consent Calendar may, by majority vote of the Board, be transferred to the Action Items at the same or a subsequent meeting and made be subject to full discussion and deliberation.

9.4 Rules of Procedure: The Board and its committees shall follow Robert’s Rules of Order in conducting all meetings.

9.5 Open and Public Meetings Act: The Board shall conduct its meetings in compliance with the Open and Public Meetings Act. If they Executive Committee intends to take action on behalf

of the Board in accordance with Section 3.9.6, it shall conduct its meeting in compliance with the Open and Public Meetings Act.

9.6 Voting

9.6.1 Recording of Votes: Any member so requesting shall have their vote recorded in the minutes, or on request of any member the vote of each member shall be recorded.

9.6.2 Proxy Voting: Proxy voting shall not be permitted at meetings of the Board or the meetings of its committees.

R120-10 Board Officers and Staff

10.1 Officers: The officers of the Board shall be a chair, a vice-chair or vice-chairs, and a secretary. The Board's staff shall be the commissioner of higher education, an associate commissioner of academic education and an associate commissioner of technical education appointed by the commissioner subject to approval by the Board as outlined in Board policy R141, and other staff as the commissioner deems necessary.

10.2 Nomination, Appointment, Election, and Terms of Office for Chair and Vice Chair

10.2.1 Nomination: At least 90 days before the expiration of the term of either the chair or a vice chair, the Board will, at its next Board meeting, establish a nominating committee of at least three members of the Board, excluding Board members seeking appointment. The nominating committee will contact each additional member of the Board to assess their interest in serving as the chair or a vice chair of the Board and, for those who express interest in serving, will gather information about their interest and experience. The nominating committee will compile and present the information to the Board, in a closed meeting if necessary, no later than 60 days before the expiration of the relevant term(s). Nominations may be made in an open meeting by formal motion by the nominating committee and/or a member of the Board, and self-nominations are permitted. The terms of the chair and vice chair(s) shall be two years. A new nominating committee shall be elected whenever the chair or vice chair positions are vacant, although if there are multiple vacancies at the same time, those may be addressed by the same nominating committee.

10.2.2 Elections and Terms of Office: Upon motion and vote of a quorum, the Board shall elect a chair and up to two vice-chairs from among its members at its May/June meeting in each even numbered year. Beginning on the date of election, the chair and

vice-chair(s) shall serve concurrently for two years and until their successors are chosen and qualified. A member may not serve more than two terms as chair.

10.3 Appointment of Secretary and Commissioner

10.3.1 Secretary: The Board shall appoint a full-time employee from the commissioner's staff to serve as secretary at the Board's discretion.

10.3.2 Commissioner: Upon approval of the governor and with the advice and consent of the Senate, the Board shall appoint a commissioner of higher education. The commissioner shall serve at the Board's and Governor's (after consultation with the Board) pleasure. The commissioner's performance will be evaluated under Board policy R141.

10.4 Removal of Board Officers or Commissioner

10.4.1 Chair and Vice-Chair: The Board may remove a chair or vice-chair of the Board for cause.

10.4.2 Commissioner: Either the Board or the Governor, after consultation with the Board, may terminate the commissioner.

10.5 Vacancies: The Board may fill a vacancy in any Board office because of death, resignation, removal, disqualification or otherwise, according to the requirements of statutes and these bylaws, for the unexpired portion of the term.

10.6 Chair: The chair shall preside at all Board meetings, call special meetings when necessary to address Board business, ensure the integrity and effectiveness of the Board's governance including supervising the Board's fulfillment of its statutory duties and responsibilities, and shall have such other duties, powers and responsibilities as directed by the Board or these bylaws.

10.7 Vice-Chair(s): A vice-chair(s) shall have such duties, powers and responsibilities as the Executive Committee assigns including, but not limited to, chairing Board committees, leading Board programs or projects, liaising with Board committees and system institutions, and/or representing the Board on state or system task forces or councils. A vice-chair shall also act as chair if the chair is absent or unable to chair. In the event the office of chair becomes vacant, a vice-chair shall act as interim chair until the next regular meeting, at which time the Board shall elect a new chair to serve the balance of the unexpired term. If the office of vice-chair is similarly vacated, the Board shall elect a new vice-chair from among its members at the next regular meeting.

10.8 Secretary: The secretary shall make a record and maintain a record of all Board meetings and shall perform such other duties as the Board may direct.

10.9 Commissioner: The commissioner shall act as the Board's chief executive officer and, subject to the control of the Board, shall supervise and control all of the Board's business and affairs. The commissioner's other duties and responsibilities are outlined in Board policy R141.

R120-11 Salaries and Benefits

11.1 Chair and Vice-Chair: The chair and vice-chair are compensated as members of the Board and shall not receive salaries.

11.2 Secretary: The commissioner shall set the salary of the secretary as a member of staff.

11.3 Commissioner: The Board shall set the salary of the commissioner.

R 120-12 Contracts: The Board may authorize any officer or officers or agents of the Board, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Board, and such authority may be general or may be confined to specific instances. The commissioner may enter into contracts or execute and deliver instruments that do not exceed \$100,000 on behalf of the Board without Board approval. For contracts or instruments that exceed \$100,000, the commissioner shall first obtain Board approval.

R120-13 Committees

13.1 Committee Appointments: The Board shall establish standing committees and such other special committees as the Board may determine to be necessary or appropriate. The Board chair and no fewer than three Executive Committee members shall appoint the membership and a chair of all standing and special committees and the at large member of the Executive Committee. Each standing committee shall serve concurrent two-year terms.

13.2 Standing Committees: The Board shall form the following standing committees:

13.2.1 Executive Committee

13.2.2 Technical Education Committee

13.2.3 Academic Education Committee

13.2.4 Student Affairs and Access Committee

13.2.5 Finance and Facilities Committee

13.2.6 Audit Committee

13.3 Special Committees: In addition to the standing committees, the Board may form other special committees as needed.

13.4 Staff Support: The commissioner shall provide staffing and support to each standing and special committee. The standing and special committees of the Board shall work with the commissioner's staff through the commissioner.

13.5 Committee Membership and Voting of Board Chair and Vice Chair: The chair and vice-chair may be appointed to and serve as regular members of one or more standing committees, with full power to vote. The chair and vice-chair shall also be ex officio members of each standing committee to which they are not appointed on a regular basis, but in such ex officio capacity shall be without power to vote.

13.6 Executive Committee

13.6.1 Composition: The Executive Committee shall be comprised of the Board chair, the Board vice-chair(s), the chairs of the standing committees, and may include the immediate past chair or one committee member at large.

13.6.2 Authority: The Executive Committee may meet to address issues, identify areas of concern, set priorities or agenda items, or conduct other business requiring the Board's action during the interim period between Board meetings as provided in this section. Upon a vacancy of the chair or a vice chair, the Executive Committee shall ensure a nominating committee is appointed under subsection 10.2.1. The Executive Committee shall report to the Board at the Board's next meeting following an action undertaken.

13.6.3 Routine Matters: The Board authorizes the Executive Committee to act upon routine matters during the interim between the Board's regular meetings.

13.6.4 Non-routine Matters: The Executive Committee may not act on non-routine matters except under extraordinary and emergency circumstances.

13.7 Audit Committee: The Board's Audit Committee shall prioritize the commissioner's audits.

13.8 Committee Meetings: Meetings of all committees of the Board may be held upon the call of the committee chair, the Board chair, or at the request of the commissioner.

R120-14 Advisory Councils

14.1 Industry Advisory Council: The Board shall establish an Industry Advisory Council that shall inform the committee for technical education; the committee for academic education; and the State Board of Education. The Industry Advisory Council shall include representation from (a) employers; (b) kindergarten through grade 12 representatives; (c) degree-granting institution faculty; and (d) technical college faculty.

14.2 Council of Presidents: The Board shall establish a Council of Presidents comprised of the presidents from each of the institutions and the commissioner. The commissioner shall serve as Council of Presidents chair.

14.3 Other Advisory Councils: The Board may establish other advisory committees or councils as needed.

14.4 All matters requiring Board determination shall be addressed in a properly convened meeting of the Board or Executive Committee.

R120-15 Electronic Meetings: The Board and the Executive Committee may convene and conduct an electronic meeting in accordance with section 52-4-207 of the Utah Open and Public Meetings Act. The members of those committees who participate by electronic communication may be counted in the quorum that is necessary to conduct and transact the Board's business. Such participation does not alter the requirements of notice, open and public meetings, and other applicable rules of the Board.

R120-16 Public Information

16.1 Official Pronouncements: The Board chair is the only member of the Board authorized to make official pronouncements for the Board, and then only as authorized by the Board. The commissioner as executive officer of the Board is authorized to speak for the Board and the Utah System of Higher Education with respect to any policy matters that have received the approval of the Board, and on administrative matters.

16.2 Releases and General Information: The commissioner or designee may issue news releases, general information, and other communications regarding administration of the system of higher education, provided the releases are consistent with Board policies and directives.

16.3 Advance Notice to Board Members of Public Statements or Press Releases:

Absent an emergency in which the chair or commissioner may make a public statement without prior notice, prior to issuing a formal public statement or press release on behalf of the Board, either the Board chair or the commissioner shall give Executive Committee members at least one hour of prior notice and Board members as much notice as reasonably possible, on a confidential basis, of the statement and its contents.

R120-17 Conflicts of Interest

17.1 A potential conflict of interest is any direct and immediate interest or relationship, including financial interest exceeding \$2,000, with persons or businesses regulated by or directly affected by decisions of the Board, or persons or organizations which may present requests or issues before the Board. The interest of a spouse or other members of the immediate family/household or the interest of any other person which is constructively controlled by the member is included.

17.2 Board members shall disclose potential conflicts of interest, in a signed written document provided by the Commissioner's Office. In the event the Board is taking action that involves issues with which a Board member has a potential conflict, the Board member shall orally disclose the conflict during a regularly scheduled public meeting and abstain from participating in discussion or voting on the issue.

17.3 Board members are subject to the Ethics Act, Utah Code 67-16-7. The Commissioner's Office will provide training materials to Board members that explain the obligations of the Ethics Act. Board members are also encouraged to seek counsel from the Board's general counsel or the Attorney General's office if there is any potential doubt as to the applicability of this section or the Ethics Act.

R120-18 Amendment of Bylaws: The Board may amend these bylaws at any regular meeting, provided that copies of any proposed amendments are submitted in writing to each member and to the commissioner at least seven days before the meeting at which they are to be proposed for vote.

R141, Functions of the Commissioner of Higher Education¹

R141-1 Purpose: To describe the duties and responsibilities of the ~~E~~ commissioner of Higher Education.

R141-2 References

2.1 Utah Code [§ 53B-1-408](#), ~~§ 53B-1-105 (Qualifications and~~ Duties of the Commissioner of Higher Education)

2.2 [Board](#) Policy ~~and Procedure R120~~, Bylaws of the Board of Higher Education

2.3 [Board Policy](#) ~~and Procedure R143~~, Succession Plan for Commissioner of Higher Education

2.4 [Board Policy](#) ~~and Procedure R203~~, Search Committee Appointment and Function, and Board's ~~members'~~ Selection of Presidents of Institutions

2.5 ~~Board Policy~~ [and Procedure R205](#), Presidential Appointment, Term of Office, and Compensation and Benefits

2.6 ~~Board Policy~~ [and Procedure R209](#), Evaluation of Presidents

R141-3 ~~Functions~~ Duties and Responsibilities: The ~~E~~ commissioner of Higher Education (~~commissioner~~) serves as the [Board of Higher Education's \(Board\)](#) Chief Executive Officer ~~of the Board of Higher Education (Board)~~ and [has the following duties and responsibilities](#) ~~performs the following functions:~~

3.1 Business and Affairs: [Subject to the Board, supervises and controls the Board's business and affairs; in consultation with the Council of Presidents and the Executive Committee, prepares and presents agendas for all Board meetings.](#)

¹ Adopted May 18, 2012; amended

3.2+ Policy Implementation, Interpretation, and Coordination: Ensures that the Board's policies, programs, and actions are properly performed; collaborates with the Council of Presidents and institution staff to advise them of new policies and directives and monitors implementation; interprets Board policy and facilitates and coordinates the execution of all Board policies and procedures. Presidents shall cooperate with the commissioner to properly implement the Board's policies and directives. ~~Facilitates and coordinates the execution of all Board policies and procedures.~~

3.3+ Advocacy and Leadership: In support of the State's best interests and the Board's policies, P~~provides state level leadership in all~~ny activities affecting the Utah System of Higher Education (USHE) ~~in support of the best interests of the state and the policies of the Board of Higher Education, taking a collaborative approach that enhances the ability of member institutions to contribute to state and Board of Higher Education goals.~~and advocates on the Board's behalf before the governor, the legislature, and other officials and governmental entities.

3.4 Collaboration with Member Institutions: On the Board's behalf, collaborates and works with the system institutions to ensure they contribute to and effectively implement the Board's policies, directives, strategies, and goals.

3.5+ Master Planning: Coordinates ~~the USHE's~~ master planning efforts ~~of the Utah System of Higher Education (USHE) through~~ by developing and implementing, jointly with leadership from the Board ~~of Higher Education~~ and institutions, a strategic planning process ~~for USHE~~ that ~~collectively~~ marshals system and institutional resources to address the educational needs of the ~~s~~State.

3.6+ Public Information: Consistent with the direction given by the Board, s~~Serves as the spokesman-spokesperson for the Utah System of Higher Education consistent with direction established by the Board~~USHE.

3.7+ Council of Presidents: Serves as Chairperson~~man~~ of the Council of Presidents ~~in a collegial and collaborative manner~~, including coordinatingng~~on~~ meeting agendas and Council recommendations to the Board; and facilitating communication among the presidents.

3.8+ Presidential Hiring and Review: Coordinates the presidential hiring processes on behalf of the Board and ~~provides the Board with~~makes recommendations to the Board regarding the finalists recommended by the search committee. **3.7 Presidential Review:** ~~F~~Facilitates presidential review processes and ~~provides the Board with his or her~~makes recommendations to the Board regarding presidential performance and compensation.

3.9 Information, Reports, and Audits: Has authority to require information and reports from the institutions and, after giving notice to the relevant president, may assign staff audit records of institutions or otherwise verify data. Such audits shall be conducted either in response to the Board's instructions or to verify compliance with the Board's policies and/or applicable law. The Board's audit committee shall prioritize the commissioner's audits.

3.108 Consultation: Provides leadership, advice, and consultation ~~as may be sought by~~ to institutional Presidents or as directed by the Board.

3.119: Support Programs: Administers approved statewide support programs, subject to applicable Board policies.

~~**3.10 Board Agenda:** Prepares and presents the agenda for all Board meetings after consultation with the Council of Presidents and the Board.~~

3.121 Policy Considerations~~**Advice and Recommendations:**~~ Provides sound professional advice and recommendations to the Board on all Board and committee action items and all matters that do or should come to the attention of the Board including advice on institutional and system budget requests, new programs, policy proposals, and an overall legislative agenda, independent of any one group's or interest's perspective ~~to the Board of Higher Education on all board and committee action agenda items, and all matters that do or should come to the attention of the Board of Higher Education, including advice on institutional and system budget requests, new programs, policy proposals, and an overall legislative agenda.~~

3.132 Communications: Supports the work of individual presidents and serves as a liaison between presidents and the Board ~~of Higher Education~~; directs ~~continuous~~ communication and collaboration between the colleges and universities, the Board ~~of Higher Education~~, and the Office of the Commissioner; ~~related to~~ n problems and issues of common interest to ~~the Utah System of Higher Education~~ USHE; establishes and maintains positive, productive relationships with the Board ~~of Higher Education~~, ~~the~~ institutional presidents, ~~the~~ boards of trustees, and the legislative and executive branches of ~~state government~~ Utah; When issuing a formal public statement or press releases on behalf of the Board the commissioner shall provide advance notice to the Board as outlined in Board Policy R120-16.3.

3.143 Reporting Relationship of the~~**Oversees**~~ **Commissioner's Staff:** Leads the staff of the Office of the Commissioner of Higher Education (OCHE) ~~so that~~ to ensure it fulfills its statutory responsibilities and duties to the Board ~~of Higher Education~~.

R141-4 Evaluation of Commissioner's Performance: The commissioner will undergo a performance evaluation annually. The evaluation will assess the commissioner's performance of the

functions outlined in section 141-3. The Executive Committee will conduct the evaluation and may retain a qualified consultant or pay to use evaluation software or tools to assist with the evaluation including to help engage system stakeholders to provide information related to the commissioner's performance.

4.1 Evaluation Report: On a form provided by the Board, the Executive Committee will complete a performance evaluation and will share its findings with the Board within 60 days of the start of the evaluation process. The report may include recommendations to the Board, including that the commissioner engage in a performance improvement plan to help address performance deficits. Board members may provide feedback on the report to the Executive Committee within 14 days and the Board may meet to discuss the report at the request of any Board member. At the close of the feedback period, the Executive Committee will finalize the report. The Executive Committee will meet with the commissioner to review the final report including any recommendations and will share the final report with the Board. If the report includes recommendations, the recommendations will be added to the Board's next agenda and the Board may act on them via motion. Because they relate to a performance evaluation, the report and any recommendations shall not be made public and shall only be discussed in closed meetings and the Board may set performance expectations, require a performance improvement plan, or apply corrective action in a closed meeting. However, the Board can only take action to remove the commissioner via motion in an open meeting.

R140-5 Supervision of Commissioner: With feedback and guidance from the Board, the chair and vice chair(s) shall have the authority and responsibility to manage and supervise the commissioner including developing and overseeing a performance improvement plan or corrective action passed by the Board.

R140-6 Commissioner's Staff

6.1 Appointment of Associate Commissioners: Subject to the approval of the Board, the commissioner shall appoint an associate commissioner of technical education and an associate commissioner of academic education. The commissioner may also appoint, without the Board's approval, other associate commissioners as needed. The associate commissioners shall serve at the commissioner's pleasure.

~~**3-13-1**~~ **6.2 Hiring of Other Staff:** The commissioner may appoint and hire professional, legal, and administrative staff. All members of the Commissioner's staff shall be hired upon recommendation of the Commissioner and shall report directly to him or her the commissioner. The standing and special committees of the Board shall work with the Commissioner's staff through the Commissioner.

~~3-13-26.2.1~~ Associate ~~E~~commissioners and other staff members involved in committee work and other assignments shall report to the ~~E~~commissioner, who shall then report to the Board; unless, on a case-by-case basis, the ~~E~~commissioner ~~on a case-by-case basis~~ specifically requires an ~~A~~associate ~~E~~commissioner or staff member to report directly to the Board.

~~3-13-36.2.2~~ In fulfilling committee assignments, ~~M~~members of the Board ~~in fulfilling committee assignments~~ should be cognizant of lines of authority and should obtain the ~~E~~commissioner's authorization ~~into~~ dealing with ~~A~~associate ~~E~~commissioners or other staff members.

6.3 Salaries and Benefits: As described by statute, the commissioner shall determine salaries and benefits, including retirement, for the commissioner's staff.

R141, Functions of the Commissioner of Higher Education¹

R141-1 Purpose: To describe the duties and responsibilities of the commissioner of Higher Education.

R141-2 References

2.1 Utah Code [§ 53B-1-408](#), Qualifications and Duties of the Commissioner of Higher Education

2.2 Board [Policy R120](#), Bylaws of the Board of Higher Education

2.3 Board [Policy R143](#), Succession Plan for Commissioner of Higher Education

2.4 Board [Policy R203](#), Search Committee Appointment and Function, and Board's Selection of Presidents of Institutions

2.5 Board [Policy R205](#), Presidential Appointment, Term of Office, and Compensation and Benefits

2.6 Board [Policy R209](#), Evaluation of Presidents

R141-3 Duties and Responsibilities: The commissioner of Higher Education (commissioner) serves as the Board of Higher Education's (Board) Chief Executive Officer and has the following duties and responsibilities:

3.1 Business and Affairs: Subject to the Board, supervises and controls the Board's business and affairs; in consultation with the Council of Presidents and the Executive Committee, prepares and presents agendas for all Board meetings.

3.2 Policy Implementation, Interpretation, and Coordination: Ensures that the Board's policies, programs, and actions are properly performed; collaborates with the Council of Presidents and institution staff to advise them of new policies and directives and monitors

^{1 1} Adopted May 18, 2012; amended

implementation; interprets Board policy and facilitates and coordinates the execution of all Board policies and procedures. Presidents shall cooperate with the commissioner to properly implement the Board's policies and directives.

3.3 Advocacy and Leadership: In support of the State's best interests and the Board's policies, provides state level leadership in all activities affecting the Utah System of Higher Education (USHE) and advocates on the Board's behalf before the governor, the legislature, and other officials and governmental entities.

3.4 Collaboration with Member Institutions: On the Board's behalf, collaborates and works with the system institutions to ensure they contribute to and effectively implement the Board's policies, directives, strategies, and goals.

3.5 Master Planning: Coordinates USHE's master planning efforts by developing and implementing, jointly with leadership from the Board and institutions, a strategic planning process that marshals system and institutional resources to address the educational needs of the State.

3.6 Public Information: Consistent with the direction given by the Board, serves as the spokesperson for USHE.

3.7 Council of Presidents: Serves as Chairperson of the Council of Presidents, including coordinating meeting agendas and Council recommendations to the Board and facilitating communication among the presidents.

3.8 Presidential Hiring and Review: Coordinates the presidential hiring processes on behalf of the Board and makes recommendations to the Board regarding the finalists recommended by the search committee; facilitates presidential review processes and makes recommendations to the Board regarding presidential performance and compensation.

3.9 Information, Reports, and Audits: Has authority to require information and reports from the institutions and, after giving notice to the relevant president, may assign staff audit records of institutions or otherwise verify data. Such audits shall be conducted either in response to the Board's instructions or to verify compliance with the Board's policies and/or applicable law. The Board's audit committee shall prioritize the commissioner's audits.

3.10 Consultation: Provides leadership, advice, and consultation to institutional Presidents or as directed by the Board.

3.11 Support Programs: Administers approved statewide support programs, subject to applicable Board policies.

3.12 Advice and Recommendations: Provides sound professional advice and recommendations to the Board on all Board and committee action items and all matters that do or should come to the attention of the Board including advice on institutional and system budget requests, new programs, policy proposals, and an overall legislative agenda, independent of any one group's or interest's perspective.

3.13 Communications: Supports the work of individual presidents and serves as a liaison between presidents and the Board; directs communication and collaboration between the colleges and universities, the Board, and the Office of the Commissioner on problems and issues of common interest to USHE; establishes and maintains positive, productive relationships with the Board, institutional presidents, boards of trustees, and the legislative and executive branches of Utah. When issuing a formal public statement or press releases on behalf of the Board the commissioner shall provide advance notice to the Board as outlined in Board Policy R120-16.3.

3.14 Oversees Commissioner's Staff: Leads the staff of the Office of the Commissioner of Higher Education (OCHE) to ensure it fulfills its statutory responsibilities and duties to the Board.

R141-4 Evaluation of Commissioner's Performance: The commissioner will undergo a performance evaluation annually. The evaluation will assess the commissioner's performance of the functions outlined in section 141-3. The Executive Committee will conduct the evaluation and may retain a qualified consultant or pay to use evaluation software or tools to assist with the evaluation including to help engage system stakeholders to provide information related to the commissioner's performance.

4.1 Evaluation Report: On a form provided by the Board, the Executive Committee will complete a performance evaluation and will share its findings with the Board within 60 days of the start of the evaluation process. The report may include recommendations to the Board, including that the commissioner engage in a performance improvement plan to help address performance deficits. Board members may provide feedback on the report to the Executive Committee within 14 days and the Board may meet to discuss the report at the request of any Board member. At the close of the feedback period, the Executive Committee will finalize the report. The Executive Committee will meet with the commissioner to review the final report including any recommendations and will share the final report with the Board. If the report includes recommendations, the recommendations will be added to the Board's next agenda and the Board may act on them via motion. Because they relate to a performance evaluation, the report and any recommendations shall not be made public and shall only be discussed in closed meetings and the Board may set performance expectations, require a performance improvement

plan, or apply corrective action in a closed meeting. However, the Board can only take action to remove the commissioner via motion in an open meeting.

R140-5 Supervision of Commissioner: With feedback and guidance from the Board, the chair and vice chair(s) shall have the authority and responsibility to manage and supervise the commissioner including developing and overseeing a performance improvement plan or corrective action passed by the Board.

R140-6 Commissioner's Staff

6.1 Appointment of Associate Commissioners: Subject to the approval of the Board, the commissioner shall appoint an associate commissioner of technical education and an associate commissioner of academic education. The commissioner may also appoint, without the Board's approval, other associate commissioners as needed. The associate commissioners shall serve at the commissioner's pleasure.

6.2 Hiring of Other Staff: The commissioner may appoint and hire professional, legal, and administrative staff. All members of the commissioner's staff shall be hired upon recommendation of the commissioner and shall report directly to the commissioner.

6.2.1 Associate commissioners and other staff members involved in committee work and other assignments shall report to the commissioner, who shall then report to the Board unless, on a case-by-case basis, the commissioner specifically requires an associate commissioner or staff member to report directly to the Board.

6.2.2 In fulfilling committee assignments, members of the Board should be cognizant of lines of authority and should obtain the commissioner's authorization to deal with associate commissioners or other staff members.

6.3 Salaries and Benefits: As described by statute, the commissioner shall determine salaries and benefits, including retirement, for the commissioner's staff.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB G

January 14, 2022

Utah Valley University – State Funded Project Revision

In the September 2021 meeting, the Board prioritized the following degree-granting capital projects. By statute, the Board may only forward the top three projects to the legislature and governor for funding consideration.

	Institution	Capital Project	Amount
1.	Weber State University	McKay Education Bldg. Renovation	\$27,132,000
2.	Utah State University	Animal Science Renovation	\$21,827,000
3.	Utah Valley University	Engineering Building	\$68,000,000
4.	Dixie State University	General Classroom Building	\$56,085,000
5.	Southern Utah University	Music Center Renovation	\$19,500,000
6.	Snow College	Center for Rural Studies	\$24,814,000
7.	University of Utah	Interdisciplinary Computing Building	\$90,000,000

Utah Valley University (UVU) requests adjustments to their capital request to accommodate higher costs relating to moving the site of the proposed project, demolishing an existing building, and extending utilities to the new site. The original UVU request to the Board for prioritization was for a 180,000 square foot facility costing \$98,000,000, of which \$68,000,000 was requested for state funding. The adjusted request will be a 184,000 square foot facility costing \$110,000,000, of which \$80,000,000 is requested for state funding. A letter and updated construction budget estimate from the University are attached.

Commissioner's Recommendation

The Commissioner recommends the Board review the updated capital request from Utah Valley University and determine: 1. whether to accept the project revisions and 2. whether those changes affect the Board capital project rankings.

Attachments



UTAH VALLEY UNIVERSITY

VICE PRESIDENT OF ADMINISTRATION & STRATEGIC RELATIONS

December 13, 2021

Commissioner David Woolstenhulme
Utah System of Higher Education
60 South 400 West
Salt Lake City, UT 84101

Dear Commissioner Woolstenhulme,

Utah Valley University requests adjustments to the Engineering Building Construction Budget Estimate (CBE) for the engineering building. The building adjustments increases are the result of exploring a new site for the construction of the building.

UVU is exploring the possibility of razing the extended education building and placing the engineering in a prime location on campus. Moving the building increases the site costs for construction of the facility.

The increases in costs are the following:

HVAC connection to the building 2,200 linear feet	\$7,000,000
Demolition of the Extended Education Building	\$807,604
Tunnel connection to main campus	\$900,000
Excavation of the of building to tunnel level	\$1,155,000
<u>Digital Media space</u>	<u>\$2,391,280</u>
Total	\$12,253,284

We have worked with DFCM to develop a new CBE which reflects these additional costs. The additional costs adjusts our state request from \$68,000,000 to \$79,999,784 for construction of the engineering building. If you have any questions, please contact me at (801) 863-8424.

Sincerely,

Val L. Peterson
Vice President of Administration & Strategic Relations
Utah Valley University

Enclosure

Capital Development Projects

Capital Budget Estimate (CBE)

Project Name:		Engineering and Technology Building	
Agency/Institution:		UVU	
Project Manager:		Clint Bunnell	
Delivery Method:			
Cost Summary		\$ Amount	Cost Per SF
			Notes
Facility Cost	\$ 84,487,154	\$459.17	
Utility Fee Cost	\$ 53,392	\$0.29	
Additional Construction Cost	\$ -	\$0.00	
Site Cost	\$ 2,357,397	\$12.81	
High Performance Building	\$ 1,303,469	\$7.08	
Total Construction Cost	\$ 88,201,412	\$479.36	
Soft Costs:			
Hazardous Materials	\$ 104,000		
Pre-Design/Planning	\$ 932,014		
Design	\$ 6,103,538		
Property Acquisition	\$ -		
Furnishings & Equipment	\$ 5,424,387		
Information Technology:	\$ 2,485,539		
Utah Art (1% of Construction Budget)	\$ -		
Testing & Inspection	\$ 882,014		
Contingency 4.50%	\$ 3,969,064		
Moving/Occupancy	\$ 57,289		
Builder's Risk Insurance (0.15% of Construction Budget)	\$ 132,302		
Legal Services (0.05% of Construction Budget)	\$ 44,101		
DFCM Management	\$ 160,201		
User Fees	\$ -		
High Performance Building Standard (HPBS)	\$ 1,058,417		
Other Costs	\$ 445,507		
Total Soft Costs	\$ 21,798,373	\$118.47	
TOTAL PROJECT COST	\$ 109,999,784	\$597.82	
Previous Funding	\$ -	State and Agency	
Other Funding Sources (Identify in note)	\$ -		
REQUEST FOR STATE FUNDING	\$ 109,999,784		
Project Information			
Gross Square Feet	184,000	Base Cost Date	21-Jul-21
Net Square Feet	117,000	Estimated Bid Date	1-Apr-23
Net/Gross Ratio	64%	Est. Completion Date	30-Jul-25
		Last Modified Date	21-Jul-21
		Print Date	12/8/2021



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB H

January 14, 2022

University of Utah – Tuition Increase

State statute and Board Policy R510, *Tuition and Fees*, require the Board to annually set USHE institutions' tuition and student fees. Traditionally, institutions submit requests to adjust tuition in the March meeting so that tuition rates may be published ahead of the coming academic year. The University of Utah requests an exception from the traditional tuition-setting process to approve a 4% tuition increase for the Professional and Online MBA programs at the David Eccles School of Business to go into effect immediately in the Spring 2022 semester. The proposed request will increase tuition for the 24-month programs from \$60,000 to \$62,400.

The School of Business indicates that the tuition increase was discussed with every prospective student during the recruitment process, where they outlined the possibility of the increase and the impact on the per unit and overall tuition rates. The School also explained the tuition increase during a calling campaign to current students explaining its necessity for student services, career services, remote experiences, and enhanced coursework. The University Board of Trustees reviewed and approved this request on December 14, 2021. The attached letter and material from the University describe the tuition increase request and provide additional detail.

Commissioner's Recommendation

The Commissioner recommends the Board carefully review the tuition increase request from the University of Utah and determine whether to authorize the increase effective immediately.

Attachment

To: Mark Winter, AVP Budget and Finance SVPAA Office
Sandy Hughes, Director Budget and Finance
From: Brad Vierig, Associate Dean, Rachel Hayes, Interim Dean
Date: December 9, 2021
Regarding: Tuition Request Professional and Online MBA Programs

The David Eccles School of Business is requesting approval of a tuition increase. Due to the impact of covid-19 (more students wanting hybrid/online courses) and changes in our economy (the recent big resignation and increased costs), we are requesting the increase go into effect in Spring 2022.

- I. **Program Description:** The Professional and Online MBA Programs at the David Eccles School of Business set tuition for the two-year programs on a per credit hour rate. This tuition increase would start at the beginning of the program for incoming Spring 2022 students and continue throughout their 24-month program. The current Professional MBA and MBA Online tuition is \$60,000 or \$1,250 per credit hour. The requested 4% increase in tuition would be \$62,400 or \$1,300 per credit hour. The last tuition increase was Fall 2020 (a 2% increase). Before 2020 tuition was not increased for three years.
- II. **Addressing Strategic Needs:** The impacts of Covid have changed the part-time MBA student needs. While we made adjustments to manage through and deliver the same quality programs during Covid, we continue to see changes within our markets and need to adapt. Covid impacted our recruitment practices, modality, technology needs, and student services. These two MBA programs have always served a unique student with demands both in the classroom and outside of the classroom and this was exacerbated during Covid. Our costs continue to increase, and we need more resources to continue to meet student demands and fulfill our mission.

To meet the demand of more flexibility, the Professional MBA program is planning to move to a hybrid model and we need more online resources. We learned through Covid that students required increased flexibility in their schedules and that students and employers are more accepting of remote learning, understanding that it is an equal form of education. This will require a big investment. We will work with faculty, instructional designers, videographers, etc. to redesign classes.

Students are increasingly engaging virtually and remotely with their academics and events. Due to Covid, we invested in classroom technology for effective remote learning in the classroom and within our learning management system. We require

additional upgrades to manage both in-person and remote learning simultaneously as well as elevating our fully online courses. In addition to the technology resources, the additional virtual needs required extra time from our Instructional Designers. To provide ongoing positive and engaging experiences both academically and socially, we must continue to invest in technology and people to create robust LMS courses, classroom spaces, and software to assist in remote and virtual engagements.

Students are requesting additional career services and support. The recent Great Recession continues to impact our students. Many students are interested in a career pivot and need additional services to assist them in making these moves. Covid also impacted students' career, with some being laid off and needing support in a job search. We know that career services and resources will continue to be an increased need for part-time MBA students as many of them are earning their MBA to advance their careers. Our career team needs more resources to continue to support ongoing student demand.

The current employment climate has forced us to examine our faculty and staff needs. With increasing demands and expectations from the students, we need to invest in faculty and staff fulfil student needs. Wages in our community continue to increase in the technology sector which is continuing to pull away our experienced team members. To remain competitive, we must continue to offer higher pay to staff and additional staff to help support recruitment and student services efforts. The growing number of students also demands the addition of classes to fulfil program requirements. We continue to add new classes, both core and elective, to meet the needs of our growing number of students. This means we have increased costs for faculty pay, instructional designers, and technology to support the academic components.

The new revenue is highly needed and will go towards new technology for remote and virtual learning, salaries for instructional designers, faculty, and staff for retention and added program needs, and increased career services and resources. There are no other funding sources for these areas. Without an increase in tuition, our program student services and high quality academics will diminish.

- III. Justification of the Proposed Tuition-Rate and Rationale:** The PMBA and MBAO tuition continues to be affordable as compared to other peer institutions. The average cost of tuition for the top 50 part-time programs is \$81,057. Even with this increase, The PMBA and MBAO tuition is 23% below our peer institutions.

The PMBA and MBAO student population is made up of working professionals. With increased wages and company educational contributions, the increase in tuition continues to be affordable. We will continue to award program scholarships

for underserved students that makes the attainment of our degree possible for these populations.

- IV. Prospective Student Support:** We have been discussing the tuition increase with prospective students and have not had any questions. In addition, while doing outreach to current students, we asked for recommendations for future students to our program. The increase in tuition was discussed and we received supportive feedback.
- V. Comparable rate structures from peer institutions.** The attached is a comparison on peer schools based on the 2021 US News and World Report rankings. The table lists the reported tuition from the institution to US News. The University of Utah compares in each area including full program tuition. As explained above, the average tuition for the top 50 part-time programs is \$81,057. Compared to this, the proposed increase in PMBA and MBAO tuition is still 23% less.



Rachel Hayes,
Interim Dean



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB I

January 14, 2022

Southern Utah University – Non-State Funded Project

Policy R702, *Non-State Funded Projects*, requires the Board to review capital projects requiring legislative approval. Southern Utah University (SUU) requests Board approval to seek legislative authorization to issue revenue bonds to purchase a 25-unit apartment complex immediately south of the Beverley Taylor Sorensen Center for the Arts for \$10,260,000. The financial transaction would also include purchasing a small 2,576 square foot home for \$365,000 and reimbursing the seller for a pre-payment penalty on the original financing estimated at \$650,000. The University requests revenue bond authorization of up to \$12,000,000 to complete these transactions, which will be repaid through housing rental revenue. No state funds will be used for the purchase, nor will additional state funds be requested for operation and maintenance that will be paid through rental income. Additional information about the project is provided in the attached letter and materials from the University.

Commissioner's Recommendations

The Commissioner recommends the Board review the request and approve Southern Utah University to seek legislative authorization to issue revenue bonds for the proposed purchase.

Attachments

December 15, 2021

Dave R. Woolstenhulme, Commissioner
Utah System of Higher Education
60 South 400 West
Salt Lake City, UT 84101

Dear Commissioner Woolstenhulme:

Under guidelines for non-state funded real property acquisition, Southern Utah University (SUU) is seeking authorization to purchase “The Cottages at Shakespeare Lane” apartment complex, an adjoining home, and the issuance of up to \$12.0 million in 30-year revenue bonds to finance the transaction. This acquisition is a unique opportunity (presented to the University) to expand the campus footprint and add quality housing options to our inventory.

The Cottages at Shakespeare Lane (Cottages) were built in 2018 by Leavitt Land and Investment (LLI) to serve primarily as an Air B&B property with patrons of SUU’s Utah Shakespeare Festival as a primary focus. Located on the street immediately south of the Beverley Taylor Sorensen Center for the Arts, the Cottages include two separate buildings sitting on a 1.14 acre parcel with a total of 53 completely furnished units. Each unit includes one bedroom, a bathroom, kitchen, dining area, and living area. Building A has an office and 25 units with a gross building area of 21,266 square feet. Building B has 28 units and a gross building area of 20,340 square feet. These calculations exclude, in each building, an underground parking garage and decks on the north face.

This transaction also includes the purchase of a residential home adjoining the Cottages at 93 S 200 W from the Dixie and Anne Leavitt Family Foundation (DALFF). The back yard of this home is used for outdoor guest parking at the Cottages. The home appraised for \$365,000 and includes 2,576 sq.ft. of living area with 5 bedrooms and 3 bathrooms and has been used as a student rental property by the Foundation.

The Cottages first year of operation was in 2019 leading into the 2020 Covid 19 pandemic. The Shakespeare Festival had to cancel its 2020 season due to guidance from state health officials. This naturally had a negative impact on the Air B&B business. As a result, a majority of the units have been rented to university students, as transitional housing for incoming faculty and staff, and to other residents due to a significant housing shortage in Cedar City.

Mr. Dane Leavitt, President of LLI, reached out to University officials with an invitation to acquire the Cottages in August of 2021. Due to a change in corporate direction to exit the transient housing industry, the Leavitt’s felt SUU would be the best stewards of these properties with multiple strategies for their continuous use.

These properties provide an expansion of SUU’s campus and represent prime real estate between its main campus and Cedar City’s Main Street. Within walking distance to the Shakespeare Festival and campus buildings, SUU is targeting several potential uses outlined below.

- 1) Student Housing – units could be rented, as is, for single or married students or the king-sized beds could be replaced with two twin beds for double occupancy. The availability of student housing within

Cedar City was negatively impacted when many rental properties were sold as private residences during the 2020 pandemic year. In addition, SUU's continued enrollment growth adds a strain on available housing.

- 2) Summer Air B&B – a portion of the units vacant during summer months could be managed as an internship program for SUU's hotel and hospitality management program. This option would continue to provide Festival patrons convenient housing and our students a unique practical experience in their field.
- 3) Shakespeare Festival Housing – due to inflated construction costs, the replacement of the Festival's Windsor Court housing complex has been delayed. Units at the Cottages could be rented to the festival to house a portion of their approximately 300 actors and company members who temporarily relocate to Cedar City each summer season.
- 4) Transitional Housing – each year the University hires new faculty and staff who often have a challenging time finding housing when they arrive in Cedar City. These furnished apartments have been a great transitional option as they seek permanent housing.
- 5) University Guest House – one or more units could be designated as a guest house for dignitaries, guest lecturers, visiting faculty, or visitors to campus who have a brief or extended need for temporary housing.

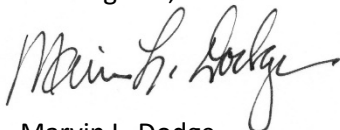
SUU is seeking authorization to issue 30-year revenue bonds sufficient to finance this acquisition. There is one unique component to the purchase agreement. LLI's original financing package to construct the Cottages included a hedge on interest rates. Selling the property prior to the ten-year terms of the hedge results in a penalty that varies with interest rates. The final penalty payment will be calculated at the closing, which requires some flexibility in the bond authorization. SUU agreed to include the penalty payment as part of the purchase price in order to complete the transaction at this time. A summary of appraised values and costs is outlined below.

\$10,260,000	The Cottages property (\$246/sqft)
\$ 365,000	Residence 93 S 200 W
\$ 650,000	Estimated LLI pre-payment penalty for original financing
<u>\$ 225,000</u>	<u>Estimated bond issuance costs</u>
\$11,500,000	Estimated total cost

Zions Bank Public Finance, SUU's Financial Advisor, has outlined financial estimates for the issuance of bonds, which is included with this packet. The final bond issue will be limited to an amount sufficient to complete the transaction as outlined. Bond payments will be secured through revenue generated by rental contracts as outlined above.

I look forward to responding to any question you may have at the January Board meeting.

Best regards,



Marvin L. Dodge
Vice President

Office of the Vice President for Finance and Administrative Services
351 West University Blvd., Cedar City, UT 84720



HYMAS & ASSOCIATES

REAL ESTATE APPRAISALS

The Cottages

141 & 151 W. Shakespeare Lane
Cedar City, UT 84720



Prepared For
Mr. Dane Leavitt
Leavitt Land and Investment
216 S. 200 W.
Cedar City, UT 84720

Prepared By
Hymas & Associates, LC
Cody Hymas, MAI
337 S. Main Street, Suite 122
Cedar City, UT 84720
File #:21CH253



Date of Report: November 12, 2021

Mr. Dane Leavitt
Leavitt Land and Investment
216 S. 200 W.
Cedar City, UT 84720

Re: The Cottages
141 & 151 W. Shakespeare Lane
Cedar City, UT 84720
Appraisers' File #21CH253
Tax ID No. B-0570-0001-0000

Dear Mr. Leavitt,

At your request, I have appraised the property referenced above to form an opinion of the 'as is' market value of the going concern of the Fee Simple Interest. I, Cody Hymas, MAI, observed the subject of this appraisal report on November 3, 2021. The results of the appraisal are presented in the following Appraisal Report which sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to my value opinions.

The subject of this appraisal report is The Cottages apartment improvement located at 141 & 151 W. Shakespeare Lane in Cedar City, Iron County, Utah. The subject is further identified by assessor parcel number B-0570-0001-0000. The subject consists of a single parcel that is 1.14 acres in size, has an irregular shape, and a generally level topography that is near grade of adjoining streets and properties. The site has all utilities, is located outside of the flood hazard area, and has soils that are assumed to be capable of supporting development. The site has average physical features and appears to be fully usable. The site is improved with The Cottages apartment that were constructed in 2019. The Cottages consists of 53 units within two improvements. Improvement 141 known as building B has 28 units and a gross building area (excluding the parking garage and deck) of 20,340 square feet. Improvement 151 known as building A has an office and 25 units with a gross building area (excluding the parking garage and deck) of 21,266 square feet. Both improvements have below grade parking garages and the north units on each improvement has a deck. All units have one bedroom, a bathroom, kitchen, dining area, and living area, albeit one of the units is a suite and all areas are expanded in size. The improvements have a poured concrete foundation, wood framed with wood siding exterior, and an asphalt shingle roof. Each unit has carpet and luxury vinyl plank flooring, painted drywall walls and ceilings, and recessed can lighting. Overall, the improvement and units have a good quality and condition.

I developed my analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of my client as I understand them.

Mr. Dane Leavitt is the client in this assignment and Leavitt Land and Investment and Southern Utah University are the sole intended users of the appraisal report. The intended use is to assist in negotiations for a possible sale. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

This appraisal report does not rely on any hypothetical conditions but does rely on the following extraordinary assumptions:

- According to county records and the plat map provided, the subject site is 0.978 acre in size. However, based off my conversation with Mr. Dane Leavitt, owner, the site lot lines are being legally adjusted to increase the subject site to 1.14 acres in size. The site size of 1.14 acres includes the



improved and fenced on-site guest parking area. According to Mr. Leavitt, the lot adjustment should be completed expeditiously, and this appraisal report reflects the site size as 1.14 acres.

- I inspected the interior of a representative sample of the subject units. The units inspected had the same floor plan and a similar quality, condition, and overall appeal. This appraisal report relies on the extraordinary assumption that the subject units not inspected have a similar layout, quality, condition, and overall appeal as the subject units inspected.
- According to Mr. Dane Leavitt, there are units that are leased on an annual basis. Although there are leases in place, it is my understanding that the leases can be extinguished with a transfer of ownership. Thus, this appraisal report relies on the extraordinary assumption that the property is not subject to any lease and the fee simple interest is valued.

The use of the extraordinary assumptions might have affected the assignment results.

Based upon my examination and study of the property and the market in which it competes and subject to the extraordinary assumptions and limiting conditions contained later in this report, market value of the going concern of the 'as is' Fee Simple Interest as of November 3, 2021, is as follows:

Market Value Conclusion	
Appraisal Premise	'As Is'
Effective Date	11/3/2021
Property Rights Conveyed	Fee Simple
Real Property	\$9,835,000
Furniture, Fixtures, & Equipment (FF&E)	<u>\$425,000</u>
Market Value of the Going Concern	<u>\$10,260,000</u>

This letter of transmittal must be accompanied by all sections of this report as outlined in the Table of Contents, for the value opinions set forth above to be valid.

Respectfully submitted,
Hymas & Associates, LC

Cody Hymas, MAI
UT State Certified General Appraiser
UT #5504978-CG00 Expires April 30, 2022

APPRAISAL OF REAL PROPERTY



LOCATED AT

93 S 200 W
Cedar City, UT 84720
N 72 FT LOT 6, BLK 26, PLAT B, CEDAR CITY TOWN SURVEY; SUBJ TO PARKING EASE DESC REC BK 1391/1721.

FOR

Mr. Dane Leavitt
Leavitt Land and Investment
216 S 200 W
Cedar City, UT 84720

AS OF

November 8, 2021

BY

Mr. Cody Hymas, MAI, SRA
Hymas & Associates Appraisal
337 S. Main Street, Suite 122
Cedar City, UT 84720-3491
435-313-1444
cody@hymasappraisal.com

RESIDENTIAL APPRAISAL REPORT

File No.: 21CH254

SUBJECT	Property Address: 93 S 200 W		City: Cedar City		State: UT		Zip Code: 84720																																																																																	
	County: Iron		Legal Description: N 72 FT LOT 6, BLK 26, PLAT B, CEDAR CITY TOWN SURVEY; SUBJ TO PARKING																																																																																					
	EASE DESC REC BK 1391/1721.		Assessor's Parcel #: B-0567-0000-0000																																																																																					
	Tax Year: 2021		R.E. Taxes: \$ 1,497.31		Special Assessments: \$ NA		Borrower (if applicable): NA																																																																																	
ASSIGNMENT	Current Owner of Record: Dixie & Anne Leavitt Family Foundation		Occupant: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant		<input type="checkbox"/> Manufactured Housing																																																																																			
	Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		HOA: \$ 0		<input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																			
	Market Area Name: Cedar City		Map Reference: 16260		Census Tract: 1106.00																																																																																			
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe) This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work) Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe) Intended Use: The intended use of this appraisal report is to assist with negotiations for a potential sale.																																																																																							
MARKET AREA DESCRIPTION	Intended User(s) (by name or type): Dixie & Anne Leavitt Family Foundation and Southern Utah University Client: Mr. Dane Leavitt Address: 216 S 200 W, Cedar City, UT 84720 Appraiser: Mr. Cody Hymas, MAI, SRA Address: 337 S Main Street, Suite 122, Cedar City, UT 84720																																																																																							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural</td> <td rowspan="5"> Predominant Occupancy <input checked="" type="checkbox"/> Owner 80 <input type="checkbox"/> Tenant 20 <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%) </td> <td colspan="2">One-Unit Housing</td> <td colspan="2">Present Land Use</td> <td colspan="2">Change in Land Use</td> </tr> <tr> <td>Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%</td> <td>PRICE</td> <td>AGE</td> <td>One-Unit</td> <td>55 %</td> <td colspan="2"><input type="checkbox"/> Not Likely</td> </tr> <tr> <td>Growth rate: <input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow</td> <td>\$(000)</td> <td>(yrs)</td> <td>2-4 Unit</td> <td>5 %</td> <td colspan="2"><input type="checkbox"/> Likely * <input checked="" type="checkbox"/> In Process *</td> </tr> <tr> <td>Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining</td> <td>200</td> <td>Low 0</td> <td>Multi-Unit</td> <td>10 %</td> <td colspan="2">* To: Residential</td> </tr> <tr> <td>Demand/supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply</td> <td>750</td> <td>High 100</td> <td>Comm'l</td> <td>15 %</td> <td colspan="2"></td> </tr> <tr> <td>Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.</td> <td>350</td> <td>Pred 30</td> <td>Vacant</td> <td>15 %</td> <td colspan="2"></td> </tr> </table>								Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy <input checked="" type="checkbox"/> Owner 80 <input type="checkbox"/> Tenant 20 <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	One-Unit Housing		Present Land Use		Change in Land Use		Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	PRICE	AGE	One-Unit	55 %	<input type="checkbox"/> Not Likely		Growth rate: <input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	\$(000)	(yrs)	2-4 Unit	5 %	<input type="checkbox"/> Likely * <input checked="" type="checkbox"/> In Process *		Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	200	Low 0	Multi-Unit	10 %	* To: Residential		Demand/supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	750	High 100	Comm'l	15 %			Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	350	Pred 30	Vacant	15 %																																							
	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy <input checked="" type="checkbox"/> Owner 80 <input type="checkbox"/> Tenant 20 <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	One-Unit Housing		Present Land Use		Change in Land Use																																																																																	
	Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		PRICE	AGE	One-Unit	55 %	<input type="checkbox"/> Not Likely																																																																																	
Growth rate: <input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	\$(000)		(yrs)	2-4 Unit	5 %	<input type="checkbox"/> Likely * <input checked="" type="checkbox"/> In Process *																																																																																		
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	200		Low 0	Multi-Unit	10 %	* To: Residential																																																																																		
Demand/supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	750		High 100	Comm'l	15 %																																																																																			
Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	350	Pred 30	Vacant	15 %																																																																																				
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Market boundaries are from 5300 North to Schurtz Canyon and from Cedar Mountain to 5300 West. The neighborhood consists of the entirety of Cedar City. Land uses in the neighborhood consist of commercial and retail oriented uses along primary corridors and residential on sites located off of primary corridors. Industrial uses are typically found near the airport, Coal Creek Wash, or in Port 15. Multi-family development is located near Southern Utah University, Schurtz Canyon, north Cedar City. Overall, residential development is increasing with a number of newly improved subdivisions. The COVID-19 pandemic did create some uncertainty in the market, albeit data suggests that single family residential housing has had significant demand since the onset of COVID-19 with support for an appreciation in the residential market. Although appreciation is noted, the market is fluid and can act both rationally and irrationally in the future.																																																																																								
SITE DESCRIPTION	Dimensions: See attached plat map. Site Area: 0.17 Acres Zoning Classification: R-2-2 Description: Residential (Dwelling, Two Unit) Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent (if applicable) \$ NA/ Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain) _____ Actual Use as of Effective Date: Residential Use as appraised in this report: Residential Summary of Highest & Best Use: The subject improvement is legally permissible and physically possible. The improvement is financially feasible and consistent with the maximal productivity of the site. As improved, the subject meets the requirements of highest and best use.																																																																																							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Utilities</td> <td>Public</td> <td>Other</td> <td>Provider/Description</td> <td>Off-site Improvements</td> <td>Type</td> <td>Public</td> <td>Private</td> <td>Topography</td> <td>Generally level</td> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Rocky Mountain</td> <td>Street</td> <td>Asphalt</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Size</td> <td>Typical of area</td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Dominion Energy</td> <td>Curb/Gutter</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Shape</td> <td>Rectangular</td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Cedar City</td> <td>Sidewalk</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Drainage</td> <td>Appears adequate</td> </tr> <tr> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Cedar City</td> <td>Street Lights</td> <td>Incandescent</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>View</td> <td>Typical</td> </tr> <tr> <td>Storm Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Cedar City</td> <td>Alley</td> <td>NA</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> </table>								Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Generally level	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rocky Mountain	Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical of area	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dominion Energy	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cedar City	Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears adequate	Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cedar City	Street Lights	Incandescent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Typical	Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cedar City	Alley	NA	<input checked="" type="checkbox"/>	<input type="checkbox"/>																						
	Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Generally level																																																																														
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rocky Mountain	Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical of area																																																																														
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dominion Energy	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular																																																																															
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cedar City	Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears adequate																																																																															
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cedar City	Street Lights	Incandescent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Typical																																																																															
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cedar City	Alley	NA	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																	
Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input checked="" type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe) _____ FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X FEMA Map # 4900740004B FEMA Map Date 10/16/1984 Site Comments: We physically observed the site and have relied on our physical observation, aerial imagery, county records, and other pertinent information in this appraisal report. Based off the extraordinary assumption, the site is 0.17 acres in size, has a rectangular shape, and a generally level topography that is near grade of adjoining streets and properties. The site has asphalt paved access from 200 West and all utilities to the site. The site has average physical features and appears to be fully usable.																																																																																								
IMPROVEMENTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">General Description</td> <td colspan="2">Exterior Description</td> <td colspan="2">Foundation</td> <td colspan="2">Basement</td> <td colspan="2">Heating</td> </tr> <tr> <td># of Units</td> <td>1 <input type="checkbox"/> Acc. Unit</td> <td>Foundation</td> <td>Poured concrete</td> <td>Slab</td> <td>Concrete</td> <td>Area Sq. Ft.</td> <td>435</td> <td>Type</td> <td>Radiant</td> </tr> <tr> <td># of Stories</td> <td>2</td> <td>Exterior Walls</td> <td>Wood, plaster</td> <td>Crawl Space</td> <td>No</td> <td>% Finished</td> <td>50</td> <td>Fuel</td> <td>Electric</td> </tr> <tr> <td>Type</td> <td><input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/></td> <td>Roof Surface</td> <td>Asphalt Shingles</td> <td>Basement</td> <td>Yes</td> <td>Ceiling</td> <td>Acous. Tile</td> <td>Other</td> <td>Wood FP</td> </tr> <tr> <td>Design (Style)</td> <td>Two-Story</td> <td>Gutters & Dwnspts.</td> <td>Metal</td> <td>Sump Pump</td> <td><input type="checkbox"/> No</td> <td>Walls</td> <td>Beatboard</td> <td>Cooling</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.</td> <td></td> <td>Window Type</td> <td>Dbl Pn Vinyl</td> <td>Dampness</td> <td><input type="checkbox"/> None Not.</td> <td>Floor</td> <td>Concrete</td> <td>Central</td> <td>None</td> </tr> <tr> <td>Actual Age (Yrs.)</td> <td>86</td> <td>Storm/Screens</td> <td>Typical</td> <td>Settlement</td> <td>None Noted</td> <td>Outside Entry</td> <td>None</td> <td>Other</td> <td>Evap Cooler</td> </tr> <tr> <td>Effective Age (Yrs.)</td> <td>40</td> <td></td> <td></td> <td>Infestation</td> <td>None Noted</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>								General Description		Exterior Description		Foundation		Basement		Heating		# of Units	1 <input type="checkbox"/> Acc. Unit	Foundation	Poured concrete	Slab	Concrete	Area Sq. Ft.	435	Type	Radiant	# of Stories	2	Exterior Walls	Wood, plaster	Crawl Space	No	% Finished	50	Fuel	Electric	Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>	Roof Surface	Asphalt Shingles	Basement	Yes	Ceiling	Acous. Tile	Other	Wood FP	Design (Style)	Two-Story	Gutters & Dwnspts.	Metal	Sump Pump	<input type="checkbox"/> No	Walls	Beatboard	Cooling		<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.		Window Type	Dbl Pn Vinyl	Dampness	<input type="checkbox"/> None Not.	Floor	Concrete	Central	None	Actual Age (Yrs.)	86	Storm/Screens	Typical	Settlement	None Noted	Outside Entry	None	Other	Evap Cooler	Effective Age (Yrs.)	40			Infestation	None Noted				
	General Description		Exterior Description		Foundation		Basement		Heating																																																																															
	# of Units	1 <input type="checkbox"/> Acc. Unit	Foundation	Poured concrete	Slab	Concrete	Area Sq. Ft.	435	Type	Radiant																																																																														
	# of Stories	2	Exterior Walls	Wood, plaster	Crawl Space	No	% Finished	50	Fuel	Electric																																																																														
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>	Roof Surface	Asphalt Shingles	Basement	Yes	Ceiling	Acous. Tile	Other	Wood FP																																																																															
Design (Style)	Two-Story	Gutters & Dwnspts.	Metal	Sump Pump	<input type="checkbox"/> No	Walls	Beatboard	Cooling																																																																																
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.		Window Type	Dbl Pn Vinyl	Dampness	<input type="checkbox"/> None Not.	Floor	Concrete	Central	None																																																																															
Actual Age (Yrs.)	86	Storm/Screens	Typical	Settlement	None Noted	Outside Entry	None	Other	Evap Cooler																																																																															
Effective Age (Yrs.)	40			Infestation	None Noted																																																																																			

RESIDENTIAL APPRAISAL REPORT

File No.: 21CH254

DESCRIPTION OF IMPROVEMENTS (continued)	Interior Description		Appliances		Attic <input checked="" type="checkbox"/> None		Amenities		Car Storage <input type="checkbox"/> None				
	Floors	Vinyl, carpet, tile	Refrigerator	<input checked="" type="checkbox"/>	Stairs	<input type="checkbox"/>	Fireplace(s) #	1	Woodstove(s) #	1			
	Walls	Brick, pnt dwl, btbrd	Range/Oven	<input checked="" type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Patio						
	Trim/Finish	Wood	Disposal	<input checked="" type="checkbox"/>	Scuttle	<input type="checkbox"/>	Deck						
	Bath Floor	Vinyl	Dishwasher	<input checked="" type="checkbox"/>	Doorway	<input type="checkbox"/>	Porch						
	Bath Wainscot	Fiberglass	Fan/Hood	<input type="checkbox"/>	Floor	<input type="checkbox"/>	Fence						
	Doors	Wood	Microwave	<input checked="" type="checkbox"/>	Heated	<input type="checkbox"/>	Pool						
			Washer/Dryer	<input checked="" type="checkbox"/>	Finished	<input type="checkbox"/>							
	Finished area above grade contains:		12	Rooms	5	Bedrooms	3	Bath(s)	2,576 Square Feet of Gross Living Area Above Grade				
	Additional features:		NA										
Describe the condition of the property (including physical, functional and external obsolescence):													
The subject property was physically observed on November 8, 2021. The subject property is located in a desirable area in central Cedar City near Southern Utah University. The age, design, and size of the improvement is common of residential properties in the immediate area. The improvement has an average quality and below average condition with a functional floor plan. The subject does not have any physical, functional, or external obsolescence noted. The subject meets the taste and standards of the market.													
SALES COMPARISON APPROACH TO VALUE (if developed) <input type="checkbox"/> The Sales Comparison Approach was not developed for this appraisal.													
SALES COMPARISON APPROACH	FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
	Address		93 S 200 W Cedar City, UT 84720		56 N 1050 W Cedar City, UT 84720			483 N 300 W Cedar City, UT 84721			257 S 700 W Cedar City, UT 84720		
	Proximity to Subject				0.65 miles W			0.70 miles N			0.45 miles SW		
	Sale Price		\$		\$ 325,000			\$ 302,000			\$ 409,000		
	Sale Price/GLA		\$ /sq.ft.		\$ 228.87 /sq.ft.			\$ 189.70 /sq.ft.			\$ 146.70 /sq.ft.		
	Data Source(s)		Inspection		MLS 94210			MLS 89396			MLS 91200		
	Verification Source(s)		County Records		County Records			County Records			County Records		
	VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION			DESCRIPTION			DESCRIPTION		
					+(-) \$ Adjust.			+(-) \$ Adjust.			+(-) \$ Adjust.		
	Sales or Financing		NA		Cash Equiv			Cash Equiv			Cash Equiv		
	Concessions				Seller Paid Closing			None			None		
	Date of Sale/Time		NA		07/19/2021			12/04/2020			12/02/2020		
	Rights Appraised		Fee Simple		Fee Simple			Leased Fee			Fee Simple		
	Location		Central Cedar		Central Cedar			North Cedar			Central Cedar		
	Site		0.17 Acres		0.18 Acres			0.57 Acres			0.29 Acres		
	View		Typical		Typical			Typical			Typical		
	Design (Style)		Two-Story		Single Story			Two-Story			Two-Story		
	Quality of Construction		Average		Average			Average			Average		
	Age		86		72 Years			78 Years			86 Years		
	Condition		Below Average		Average			Average			Good		
	Above Grade		Total Bdrms Baths		Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
	Room Count		12 5 3		10 4 2			11 4 3			13 5 4		
	Gross Living Area		2,576 sq.ft.		1,420 sq.ft.			1,592 sq.ft.			2,788 sq.ft.		
	Basement & Finished Rooms Below Grade		435 SF, 50% Fin		1026 SF, 100% Fin			1130 SF, 100% Fin			954 SF, 100% Fin		
	Functional Utility		Typical		Typical			Typical			Typical		
Heating/Cooling		Radiant/Evap		Gas/Evap			Gas/Evap			Gas/Evap			
Energy Efficient Items		Typical		Typical			Typical			Typical			
Garage/Carport		Carport		Carport			None			Carport			
Porch/Patio/Deck		None		None			None			None			
Net Adjustment (Total)				<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 38,875			<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 53,535			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -36,465			
Adjusted Sale Price of Comparables				\$ 363,875			\$ 355,535			\$ 372,535			

ADDITIONAL COMPARABLE SALES

File No.: 21CH254

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	93 S 200 W Cedar City, UT 84720	206 S 100 W Cedar City, UT 84720					
Proximity to Subject		0.16 miles SE					
Sale Price	\$		\$ 329,900		\$		\$
Sale Price/GLA	\$ /sq.ft.	\$ 216.04 /sq.ft.		\$ /sq.ft.		\$ /sq.ft.	
Data Source(s)	Inspection	MLS 91151					
Verification Source(s)	County Records	County Records					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions	NA	Cash Equiv None					
Date of Sale/Time	NA	10/28/2020					
Rights Appraised	Fee Simple	Fee Simple					
Location	Central Cedar	Central Cedar					
Site	0.17 Acres	0.19 Acres	-900				
View	Typical	Typical					
Design (Style)	Two-Story	Two-Story					
Quality of Construction	Average	Average					
Age	86	106 Years	+5,000				
Condition	Below Average	Average	-5,000				
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	12 5 3	11 4 3	+15,000				
Gross Living Area	2,576 sq.ft.	1,527 sq.ft.	+41,960	sq.ft.		sq.ft.	
Basement & Finished Rooms Below Grade	435 SF, 50% Fin	None	+6,525				
Functional Utility	Typical	Typical					
Heating/Cooling	Radiant/Evap	Gas/Evap					
Energy Efficient Items	Typical	Typical					
Garage/Carport	Carport	None	+4,000				
Porch/Patio/Deck	None	None					
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 66,585	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Adjusted Sale Price of Comparables			\$ 396,485		\$		\$
<p>Summary of Sales Comparison Approach Sale 1 is the most recent sale and the seller paid \$5,000 toward closing costs. Sale 1 is located in a similar location to the subject, has a similar site size, similar view, superior design, similar quality, newer age, and superior condition. Sale 1 has less bedrooms and bathrooms, a smaller livable area, larger basement, and similar parking. Sale 2 is located in an inferior location to the subject, has a larger site size, similar view, similar design, similar quality, newer age, and superior condition. Sale 2 has less bedrooms, similar bathrooms, a smaller livable area, larger basement, and no covered parking. Sale 3 is located in a similar location to the subject, has a larger site size, similar view, similar design, similar quality, similar age, and superior condition. Sale 3 has the same number of bedrooms, one more bathroom, and has a larger livable area and basement, and similar parking. Sale 4 is located in a similar location to the subject, has a larger site size, similar view, similar design, similar quality, older age, and superior condition. Sale 4 has less bedrooms, similar bathrooms, a smaller livable area, no basement, and no covered parking.</p> <p>Opinion of Value: The final opinion of value is based on the comparable sales that are considered to be most comparable to the subject. Sales selected are judged to be most similar to the subject in overall design, size, and market appeal. The final opinion of value takes into consideration the sales and adjusted sales prices.</p> <p>Prior sales history of comparables: Sales 1, 2, and 3 have not sold within the preceding year of this appraisal report according to county records and the best of our knowledge. Sale 4 sold previously on 7/6/2020 for an undisclosed amount. Other than noted, Sale 4 has not sold within the preceding year of this appraisal report according to county records and the best of our knowledge.</p>							

RESIDENTIAL APPRAISAL REPORT

File No.: 21CH254

SALES COMPARISON APPROACH (continued)	Summary of Sales Comparison Approach	See comments on prior page.

Indicated Value by Sales Comparison Approach \$ 365,000

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): Iron County Records	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject property is not currently
	Date: NA	listed for sale and has not been listed for sale within the three years preceding the effective date of this
	Price:	appraisal report to the best of our knowledge. The subject property is not currently under contract and
	Source(s):	has not been under contract within the three years preceding the effective date of this appraisal report to
	2nd Prior Subject Sale/Transfer	the best of our knowledge. The subject property has not been sold or transferred within the three years
	Date: NA	preceding the effective date of this appraisal report according to county records.
Price:		
Source(s):		

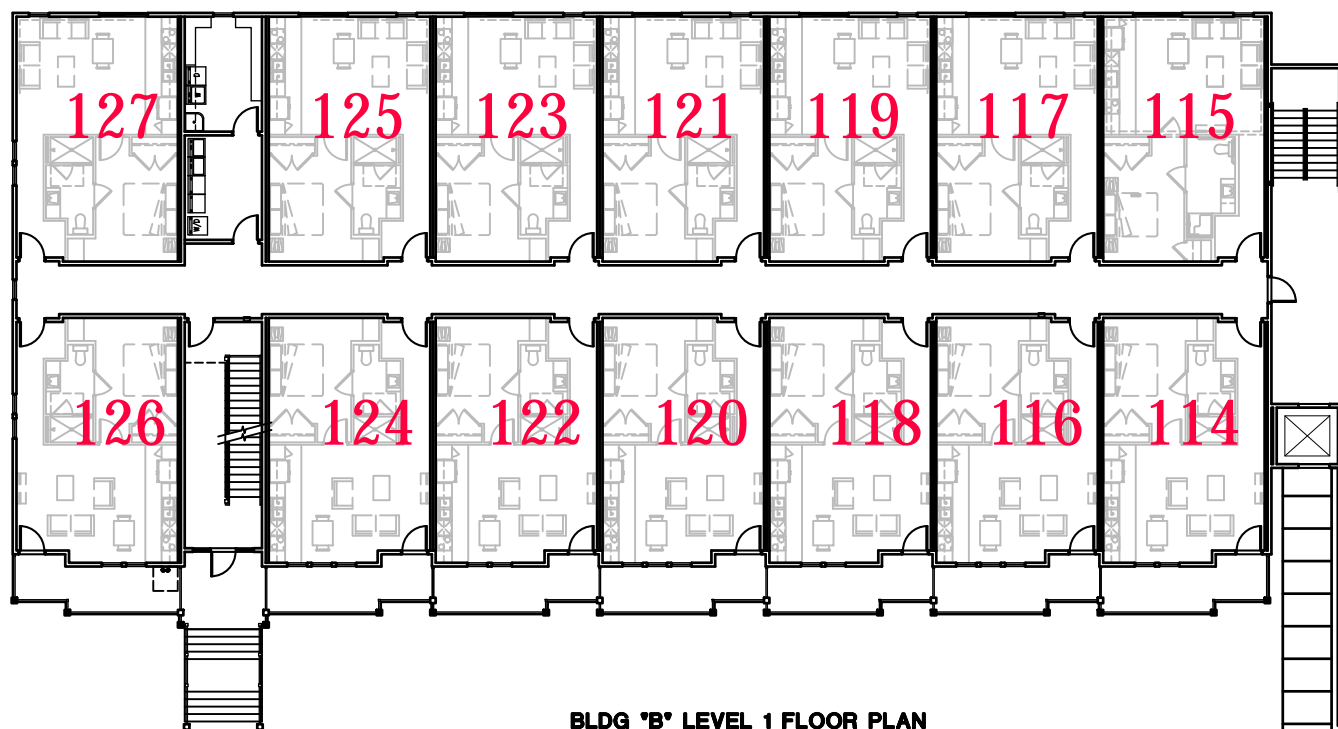
COST APPROACH	COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value):	

COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE _____ = \$		
	Source of cost data:	DWELLING	Sq.Ft. @ \$	_____ = \$
	Quality rating from cost service:		Sq.Ft. @ \$	_____ = \$
	Effective date of cost data:		Sq.Ft. @ \$	_____ = \$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.):		Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
			Sq.Ft. @ \$	_____ = \$
		Garage/Carport	Sq.Ft. @ \$	_____ = \$
	Total Estimate of Cost-New		_____ = \$	
	Less Physical	Functional	External	
	Depreciation		_____ = \$()	
	Depreciated Cost of Improvements		_____ = \$	
	"As-is" Value of Site Improvements		_____ = \$	
			_____ = \$	
			_____ = \$	
	Estimated Remaining Economic Life (if required):	Years	INDICATED VALUE BY COST APPROACH _____ = \$	

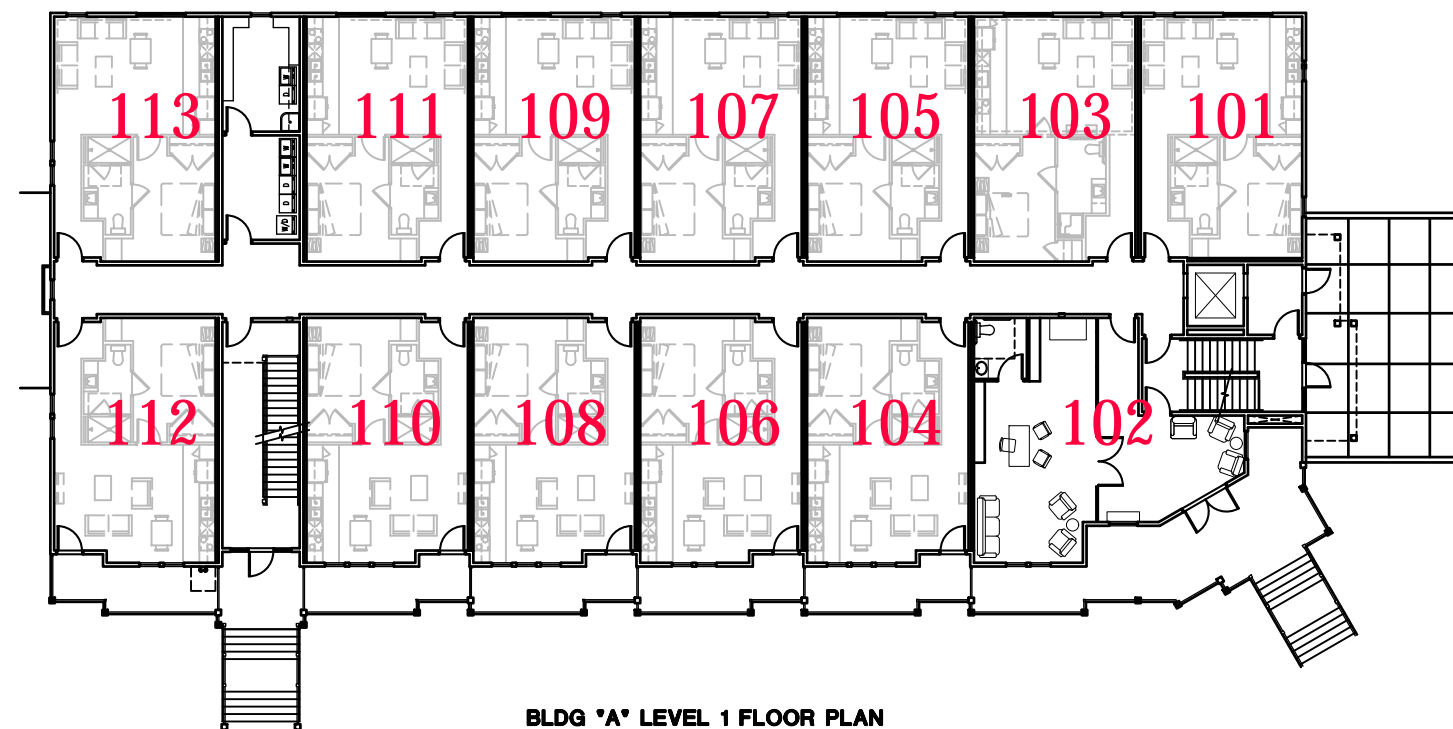
RESIDENTIAL APPRAISAL REPORT

File No.: 21CH254

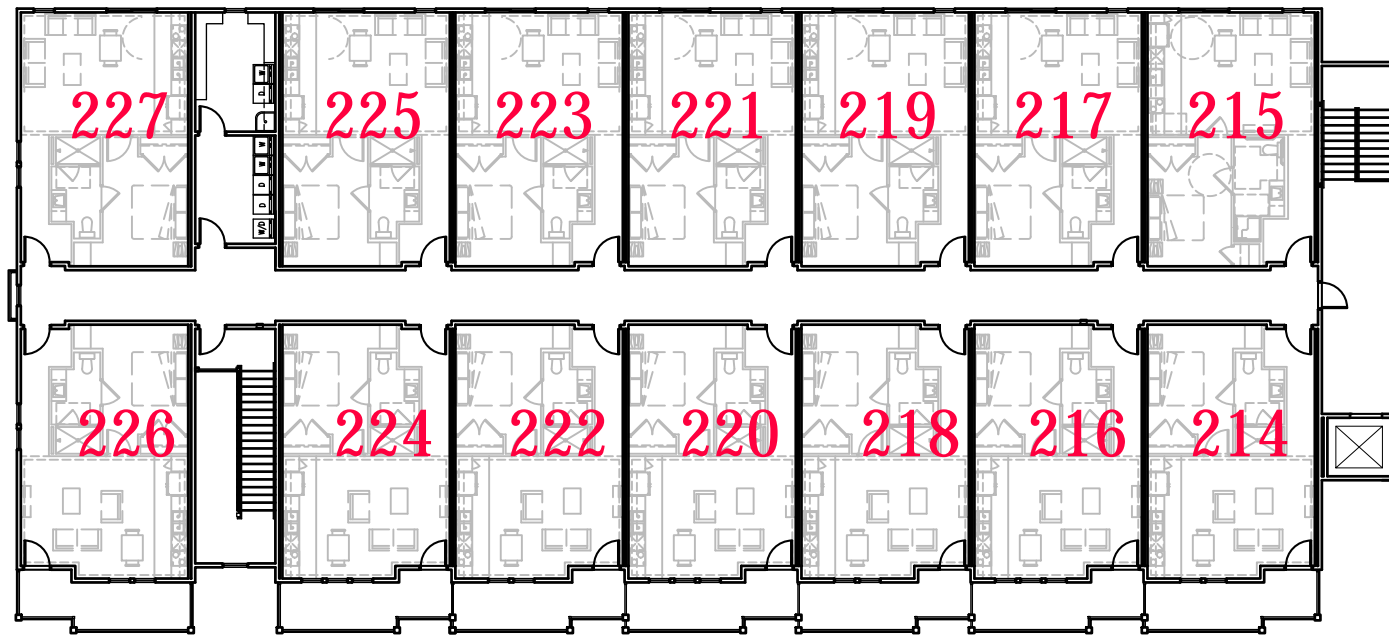
INCOME APPROACH	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.	
	Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier _____ = \$ _____	Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM): _____ _____ _____ _____ _____	
	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
PUD	Legal Name of Project: _____ Describe common elements and recreational facilities: _____ _____ _____ _____ _____	
	Indicated Value by: Sales Comparison Approach \$ 365,000 Cost Approach (if developed) \$ NA Income Approach (if developed) \$ NA	
	Final Reconciliation The sales comparison approach is the sole approach to value that was developed in this appraisal report. The cost approach was not developed and is not required to develop a credible opinion of value. Although the subject has historically been tenant occupied, the income approach is not what typical market participants rely on. Market participants in the area typically rely on the sales comparison approach solely. Thus, mirroring the market, the sales comparison approach is the sole approach developed and is given full consideration in this reconciliation.	
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>This appraisal report is made 'as is' and subject to the noted extraordinary assumptions.</u>	
RECONCILIATION	<input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 365,000 , as of: November 8, 2021 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
	A true and complete copy of this report contains <u>23</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits: <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Cond./Certifications <input type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input checked="" type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input checked="" type="checkbox"/> Additional Sales <input type="checkbox"/> Cost Addendum <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Manuf. House Addendum <input type="checkbox"/> Hypothetical Conditions <input checked="" type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____	
ATTACHMENTS	Client Contact: <u>Mr. Dane Leavitt</u> Client Name: <u>Mr. Dane Leavitt</u> E-Mail: <u>dane-leavitt@leavitt.com</u> Address: <u>216 S 200 W, Cedar City, UT 84720</u>	
	APPRAISER <div style="text-align: center;"> </div> Appraiser Name: <u>Mr. Cody Hymas, MAI, SRA</u> Company: <u>Hymas & Associates Appraisal</u> Phone: <u>435-313-1444</u> Fax: _____ E-Mail: <u>cody@hymasappraisal.com</u> Date of Report (Signature): <u>11/12/2021</u> License or Certification #: <u>5504978-CG00</u> State: <u>UT</u> Designation: <u>MAI, SRA</u> Expiration Date of License or Certification: <u>04/30/2022</u> Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: <u>November 8, 2021</u>	
	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____	
	SIGNATURES	



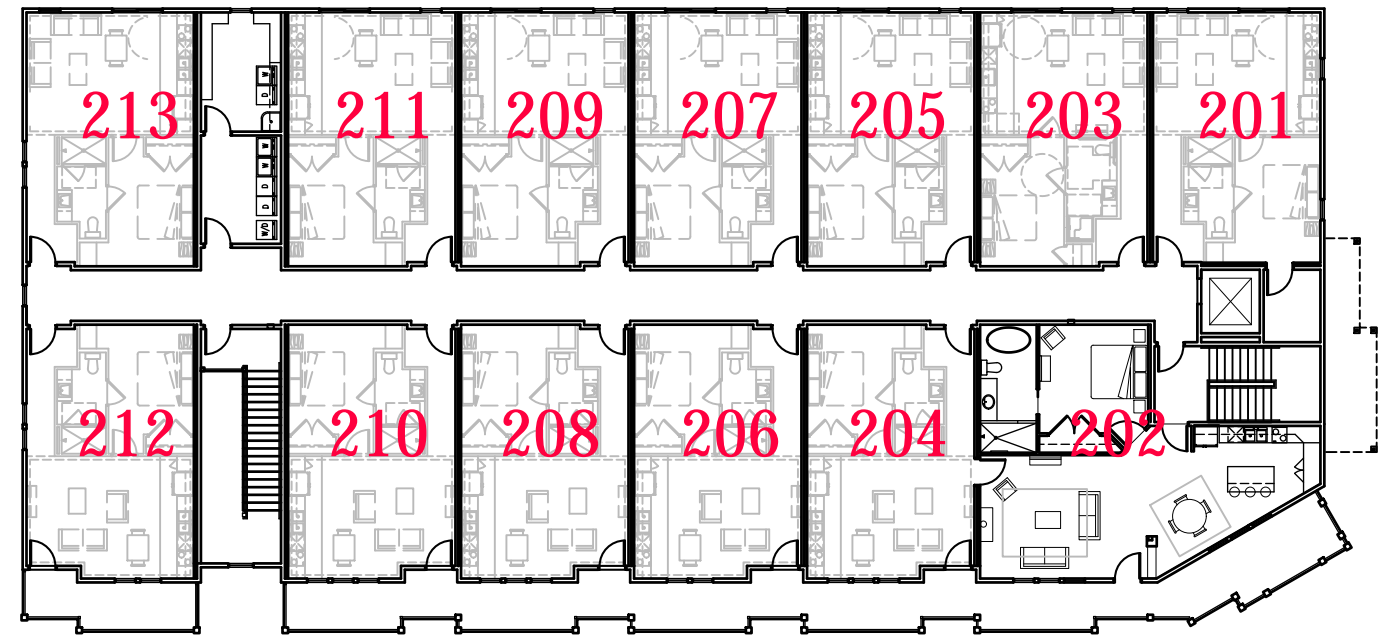
BLDG 'B' LEVEL 1 FLOOR PLAN



BLDG 'A' LEVEL 1 FLOOR PLAN



BLDG 'B' LEVEL 2 FLOOR PLAN



BLDG 'A' LEVEL 2 FLOOR PLAN

State Board of Regents of the State of Utah

Southern Utah University
\$10,615,000 Auxiliary System & Student Building Fees Revenue Bonds, Series May 1
(Housing Project: 30 Year Amortization)

Table of Contents

Report	
Debt Service Schedule	1
Pricing Summary	2
Sources & Uses	3
Net Debt Service Schedule	4

State Board of Regents of the State of Utah

Southern Utah University

\$10,615,000 Auxiliary System & Student Building Fees Revenue Bonds, Series May 1
(Housing Project: 30 Year Amortization)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2022	-	-	-	-	-
11/01/2022	-	-	183,025.00	183,025.00	-
05/01/2023	190,000.00	5.000%	183,025.00	373,025.00	556,050.00
11/01/2023	-	-	178,275.00	178,275.00	-
05/01/2024	200,000.00	5.000%	178,275.00	378,275.00	556,550.00
11/01/2024	-	-	173,275.00	173,275.00	-
05/01/2025	210,000.00	5.000%	173,275.00	383,275.00	556,550.00
11/01/2025	-	-	168,025.00	168,025.00	-
05/01/2026	220,000.00	5.000%	168,025.00	388,025.00	556,050.00
11/01/2026	-	-	162,525.00	162,525.00	-
05/01/2027	230,000.00	5.000%	162,525.00	392,525.00	555,050.00
11/01/2027	-	-	156,775.00	156,775.00	-
05/01/2028	240,000.00	5.000%	156,775.00	396,775.00	553,550.00
11/01/2028	-	-	150,775.00	150,775.00	-
05/01/2029	255,000.00	5.000%	150,775.00	405,775.00	556,550.00
11/01/2029	-	-	144,400.00	144,400.00	-
05/01/2030	265,000.00	5.000%	144,400.00	409,400.00	553,800.00
11/01/2030	-	-	137,775.00	137,775.00	-
05/01/2031	280,000.00	5.000%	137,775.00	417,775.00	555,550.00
11/01/2031	-	-	130,775.00	130,775.00	-
05/01/2032	290,000.00	5.000%	130,775.00	420,775.00	551,550.00
11/01/2032	-	-	123,525.00	123,525.00	-
05/01/2033	305,000.00	3.000%	123,525.00	428,525.00	552,050.00
11/01/2033	-	-	118,950.00	118,950.00	-
05/01/2034	315,000.00	3.000%	118,950.00	433,950.00	552,900.00
11/01/2034	-	-	114,225.00	114,225.00	-
05/01/2035	325,000.00	3.000%	114,225.00	439,225.00	553,450.00
11/01/2035	-	-	109,350.00	109,350.00	-
05/01/2036	335,000.00	3.000%	109,350.00	444,350.00	553,700.00
11/01/2036	-	-	104,325.00	104,325.00	-
05/01/2037	345,000.00	3.000%	104,325.00	449,325.00	553,650.00
11/01/2037	-	-	99,150.00	99,150.00	-
05/01/2038	355,000.00	3.000%	99,150.00	454,150.00	553,300.00
11/01/2038	-	-	93,825.00	93,825.00	-
05/01/2039	365,000.00	3.000%	93,825.00	458,825.00	552,650.00
11/01/2039	-	-	88,350.00	88,350.00	-
05/01/2040	375,000.00	3.000%	88,350.00	463,350.00	551,700.00
11/01/2040	-	-	82,725.00	82,725.00	-
05/01/2041	390,000.00	3.000%	82,725.00	472,725.00	555,450.00
11/01/2041	-	-	76,875.00	76,875.00	-
05/01/2042	400,000.00	3.000%	76,875.00	476,875.00	553,750.00
11/01/2042	-	-	70,875.00	70,875.00	-
05/01/2043	410,000.00	3.000%	70,875.00	480,875.00	551,750.00
11/01/2043	-	-	64,725.00	64,725.00	-
05/01/2044	425,000.00	3.000%	64,725.00	489,725.00	554,450.00
11/01/2044	-	-	58,350.00	58,350.00	-
05/01/2045	440,000.00	3.000%	58,350.00	498,350.00	556,700.00
11/01/2045	-	-	51,750.00	51,750.00	-
05/01/2046	450,000.00	3.000%	51,750.00	501,750.00	553,500.00
11/01/2046	-	-	45,000.00	45,000.00	-
05/01/2047	465,000.00	3.000%	45,000.00	510,000.00	555,000.00
11/01/2047	-	-	38,025.00	38,025.00	-
05/01/2048	480,000.00	3.000%	38,025.00	518,025.00	556,050.00
11/01/2048	-	-	30,825.00	30,825.00	-
05/01/2049	490,000.00	3.000%	30,825.00	520,825.00	551,650.00
11/01/2049	-	-	23,475.00	23,475.00	-
05/01/2050	505,000.00	3.000%	23,475.00	528,475.00	551,950.00
11/01/2050	-	-	15,900.00	15,900.00	-
05/01/2051	520,000.00	3.000%	15,900.00	535,900.00	551,800.00
11/01/2051	-	-	8,100.00	8,100.00	-
05/01/2052	540,000.00	3.000%	8,100.00	548,100.00	556,200.00
Total	\$10,615,000.00	-	\$6,007,900.00	\$16,622,900.00	-

Yield Statistics

Bond Year Dollars	\$190,920.00
Average Life	17.986 Years
Average Coupon	3.1468154%
Net Interest Cost (NIC)	2.6322700%
True Interest Cost (TIC)	2.5049505%
Bond Yield for Arbitrage Purposes	2.1451150%
All Inclusive Cost (AIC)	2.6099302%

IRS Form 8038

Net Interest Cost	2.4273402%
Weighted Average Maturity	17.583 Years

\$11.2M 30y Housing 12/07/ | SINGLE PURPOSE | 12/ 8/2021 | 9:14 AM

State Board of Regents of the State of Utah

Southern Utah University

\$10,615,000 Auxiliary System & Student Building Fees Revenue Bonds, Series May 1

(Housing Project: 30 Year Amortization)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
05/01/2023	Serial Coupon	5.000%	0.550%	190,000.00	104.431%	-	-	-	198,418.90
05/01/2024	Serial Coupon	5.000%	0.640%	200,000.00	108.650%	-	-	-	217,300.00
05/01/2025	Serial Coupon	5.000%	0.750%	210,000.00	112.584%	-	-	-	236,426.40
05/01/2026	Serial Coupon	5.000%	0.920%	220,000.00	115.987%	-	-	-	255,171.40
05/01/2027	Serial Coupon	5.000%	1.050%	230,000.00	119.191%	-	-	-	274,139.30
05/01/2028	Serial Coupon	5.000%	1.200%	240,000.00	121.935%	-	-	-	292,644.00
05/01/2029	Serial Coupon	5.000%	1.370%	255,000.00	124.150%	-	-	-	316,582.50
05/01/2030	Serial Coupon	5.000%	1.450%	265,000.00	126.723%	-	-	-	335,815.95
05/01/2031	Serial Coupon	5.000%	1.490%	280,000.00	129.461%	-	-	-	362,490.80
05/01/2032	Serial Coupon	5.000%	1.580%	290,000.00	131.520%	-	-	-	381,408.00
05/01/2033	Serial Coupon	3.000%	1.660%	305,000.00	112.300%	c 1.765%	05/01/2032	100.000%	342,515.00
05/01/2034	Serial Coupon	3.000%	1.730%	315,000.00	111.616%	c 1.912%	05/01/2032	100.000%	351,590.40
05/01/2035	Serial Coupon	3.000%	1.800%	325,000.00	110.937%	c 2.038%	05/01/2032	100.000%	360,545.25
05/01/2036	Serial Coupon	3.000%	1.870%	335,000.00	110.262%	c 2.147%	05/01/2032	100.000%	369,377.70
05/01/2037	Serial Coupon	3.000%	1.940%	345,000.00	109.593%	c 2.243%	05/01/2032	100.000%	378,095.85
05/01/2038	Serial Coupon	3.000%	1.970%	355,000.00	109.307%	c 2.301%	05/01/2032	100.000%	388,039.85
05/01/2039	Serial Coupon	3.000%	2.050%	365,000.00	108.550%	c 2.385%	05/01/2032	100.000%	396,207.50
05/01/2040	Serial Coupon	3.000%	2.130%	375,000.00	107.798%	c 2.461%	05/01/2032	100.000%	404,242.50
05/01/2041	Serial Coupon	3.000%	2.210%	390,000.00	107.053%	c 2.530%	05/01/2032	100.000%	417,506.70
05/01/2042	Serial Coupon	3.000%	2.240%	400,000.00	106.775%	c 2.565%	05/01/2032	100.000%	427,100.00
05/01/2043	Serial Coupon	3.000%	2.270%	410,000.00	106.497%	c 2.597%	05/01/2032	100.000%	436,637.70
05/01/2044	Serial Coupon	3.000%	2.300%	425,000.00	106.221%	c 2.626%	05/01/2032	100.000%	451,439.25
05/01/2045	Serial Coupon	3.000%	2.380%	440,000.00	105.488%	c 2.679%	05/01/2032	100.000%	464,147.20
05/01/2046	Serial Coupon	3.000%	2.460%	450,000.00	104.761%	c 2.728%	05/01/2032	100.000%	471,424.50
05/01/2047	Serial Coupon	3.000%	2.480%	465,000.00	104.580%	c 2.746%	05/01/2032	100.000%	486,297.00
05/01/2048	Serial Coupon	3.000%	2.490%	480,000.00	104.490%	c 2.757%	05/01/2032	100.000%	501,552.00
05/01/2049	Serial Coupon	3.000%	2.550%	490,000.00	103.950%	c 2.791%	05/01/2032	100.000%	509,355.00
05/01/2050	Serial Coupon	3.000%	2.560%	505,000.00	103.860%	c 2.800%	05/01/2032	100.000%	524,493.00
05/01/2051	Serial Coupon	3.000%	2.570%	520,000.00	103.770%	c 2.809%	05/01/2032	100.000%	539,604.00
05/01/2052	Serial Coupon	3.000%	2.580%	540,000.00	103.681%	c 2.817%	05/01/2032	100.000%	559,877.40
Total	-	-	-	\$10,615,000.00	-	-	-	-	\$11,650,445.05

Bid Information

Par Amount of Bonds	\$10,615,000.00
Reoffering Premium or (Discount)	1,035,445.05
Gross Production	\$11,650,445.05
Total Underwriter's Discount (0.500%)	\$(53,075.00)
Bid (109.254546%)	11,597,370.05
Total Purchase Price	\$11,597,370.05
Bond Year Dollars	\$190,920.00
Average Life	17.986 Years
Average Coupon	3.1468154%
Net Interest Cost (NIC)	2.6322700%
True Interest Cost (TIC)	2.5049505%

\$11.2M 30y Housing 12/07/ | SINGLE PURPOSE | 12/ 8/2021 | 9:14 AM

State Board of Regents of the State of Utah

Southern Utah University

\$10,615,000 Auxiliary System & Student Building Fees Revenue Bonds, Series May 1

(Housing Project: 30 Year Amortization)

Sources & Uses

Dated 05/01/2022 | Delivered 05/01/2022

Sources Of Funds

Par Amount of Bonds	\$10,615,000.00
Reoffering Premium	1,035,445.05

Total Sources	\$11,650,445.05
----------------------	------------------------

Uses Of Funds

Deposit to Project Construction Fund	11,253,000.00
Capitalized Interest (through 11/1/22) Fund	183,025.00
Costs of Issuance	125,000.00
Total Underwriter's Discount (0.500%)	53,075.00
Gross Bond Insurance Premium (15.0 bp)	24,934.35
Surety Bond commitment fee	11,134.00
Rounding Amount	276.70

Total Uses	\$11,650,445.05
-------------------	------------------------

State Board of Regents of the State of Utah

Southern Utah University

\$10,615,000 Auxiliary System & Student Building Fees Revenue Bonds, Series May 1

(Housing Project: 30 Year Amortization)

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
05/01/2022	-	-	-	-	-	-	-
11/01/2022	-	-	183,025.00	183,025.00	(183,025.00)	-	-
05/01/2023	190,000.00	5.000%	183,025.00	373,025.00	-	373,025.00	373,025.00
11/01/2023	-	-	178,275.00	178,275.00	-	178,275.00	-
05/01/2024	200,000.00	5.000%	178,275.00	378,275.00	-	378,275.00	556,550.00
11/01/2024	-	-	173,275.00	173,275.00	-	173,275.00	-
05/01/2025	210,000.00	5.000%	173,275.00	383,275.00	-	383,275.00	556,550.00
11/01/2025	-	-	168,025.00	168,025.00	-	168,025.00	-
05/01/2026	220,000.00	5.000%	168,025.00	388,025.00	-	388,025.00	556,050.00
11/01/2026	-	-	162,525.00	162,525.00	-	162,525.00	-
05/01/2027	230,000.00	5.000%	162,525.00	392,525.00	-	392,525.00	555,050.00
11/01/2027	-	-	156,775.00	156,775.00	-	156,775.00	-
05/01/2028	240,000.00	5.000%	156,775.00	396,775.00	-	396,775.00	553,550.00
11/01/2028	-	-	150,775.00	150,775.00	-	150,775.00	-
05/01/2029	255,000.00	5.000%	150,775.00	405,775.00	-	405,775.00	556,550.00
11/01/2029	-	-	144,400.00	144,400.00	-	144,400.00	-
05/01/2030	265,000.00	5.000%	144,400.00	409,400.00	-	409,400.00	553,800.00
11/01/2030	-	-	137,775.00	137,775.00	-	137,775.00	-
05/01/2031	280,000.00	5.000%	137,775.00	417,775.00	-	417,775.00	555,550.00
11/01/2031	-	-	130,775.00	130,775.00	-	130,775.00	-
05/01/2032	290,000.00	5.000%	130,775.00	420,775.00	-	420,775.00	551,550.00
11/01/2032	-	-	123,525.00	123,525.00	-	123,525.00	-
05/01/2033	305,000.00	3.000%	123,525.00	428,525.00	-	428,525.00	552,050.00
11/01/2033	-	-	118,950.00	118,950.00	-	118,950.00	-
05/01/2034	315,000.00	3.000%	118,950.00	433,950.00	-	433,950.00	552,900.00
11/01/2034	-	-	114,225.00	114,225.00	-	114,225.00	-
05/01/2035	325,000.00	3.000%	114,225.00	439,225.00	-	439,225.00	553,450.00
11/01/2035	-	-	109,350.00	109,350.00	-	109,350.00	-
05/01/2036	335,000.00	3.000%	109,350.00	444,350.00	-	444,350.00	553,700.00
11/01/2036	-	-	104,325.00	104,325.00	-	104,325.00	-
05/01/2037	345,000.00	3.000%	104,325.00	449,325.00	-	449,325.00	553,650.00
11/01/2037	-	-	99,150.00	99,150.00	-	99,150.00	-
05/01/2038	355,000.00	3.000%	99,150.00	454,150.00	-	454,150.00	553,300.00
11/01/2038	-	-	93,825.00	93,825.00	-	93,825.00	-
05/01/2039	365,000.00	3.000%	93,825.00	458,825.00	-	458,825.00	552,650.00
11/01/2039	-	-	88,350.00	88,350.00	-	88,350.00	-
05/01/2040	375,000.00	3.000%	88,350.00	463,350.00	-	463,350.00	551,700.00
11/01/2040	-	-	82,725.00	82,725.00	-	82,725.00	-
05/01/2041	390,000.00	3.000%	82,725.00	472,725.00	-	472,725.00	555,450.00
11/01/2041	-	-	76,875.00	76,875.00	-	76,875.00	-
05/01/2042	400,000.00	3.000%	76,875.00	476,875.00	-	476,875.00	553,750.00
11/01/2042	-	-	70,875.00	70,875.00	-	70,875.00	-
05/01/2043	410,000.00	3.000%	70,875.00	480,875.00	-	480,875.00	551,750.00
11/01/2043	-	-	64,725.00	64,725.00	-	64,725.00	-
05/01/2044	425,000.00	3.000%	64,725.00	489,725.00	-	489,725.00	554,450.00
11/01/2044	-	-	58,350.00	58,350.00	-	58,350.00	-
05/01/2045	440,000.00	3.000%	58,350.00	498,350.00	-	498,350.00	556,700.00
11/01/2045	-	-	51,750.00	51,750.00	-	51,750.00	-
05/01/2046	450,000.00	3.000%	51,750.00	501,750.00	-	501,750.00	553,500.00
11/01/2046	-	-	45,000.00	45,000.00	-	45,000.00	-
05/01/2047	465,000.00	3.000%	45,000.00	510,000.00	-	510,000.00	555,000.00
11/01/2047	-	-	38,025.00	38,025.00	-	38,025.00	-
05/01/2048	480,000.00	3.000%	38,025.00	518,025.00	-	518,025.00	556,050.00
11/01/2048	-	-	30,825.00	30,825.00	-	30,825.00	-
05/01/2049	490,000.00	3.000%	30,825.00	520,825.00	-	520,825.00	551,650.00
11/01/2049	-	-	23,475.00	23,475.00	-	23,475.00	-
05/01/2050	505,000.00	3.000%	23,475.00	528,475.00	-	528,475.00	551,950.00
11/01/2050	-	-	15,900.00	15,900.00	-	15,900.00	-
05/01/2051	520,000.00	3.000%	15,900.00	535,900.00	-	535,900.00	551,800.00
11/01/2051	-	-	8,100.00	8,100.00	-	8,100.00	-
05/01/2052	540,000.00	3.000%	8,100.00	548,100.00	-	548,100.00	556,200.00
Total	\$10,615,000.00	-	\$6,007,900.00	\$16,622,900.00	(183,025.00)	\$16,439,875.00	-

\$11.2M 30y Housing 12/07 | SINGLE PURPOSE | 12/ 8/2021 | 9:14 AM



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB J

January 14, 2022

Snow College – Long-term Lease for Richfield Housing

Board Policy R705, *Leased Space*, requires the Board to approve institutional leases that commit the institution for ten or more years. Snow College requests Board approval to lease 138 beds from a private developer to provide housing for students at the Richfield campus for \$748,000 a year with a 3% annual escalation for 15 years. This request would establish the first college-offered student housing at the Richfield campus. The college plans to fund \$100,000 of the annual lease payment for 10 years with funds from the Sevier County Reinvestment Agency, contingent on the agency's tax increment from the Sigurd Solar Community Reinvestment Project.

Additional information about this request may be found in the attached overview from the institution and accompanying materials.

Commissioner's Recommendation

The Commissioner recommends the Board carefully review this request and determine whether to approve the long-term lease.

Attachments

FINANCE AND FACILITIES SUBCOMMITTEE
JANUARY 13, 2022

SNOW COLLEGE

SUBJECT

Lease agreement for student housing in Richfield

APPLICABLE STATUTE, RULE, OR POLICY

Utah Board of Higher Education Policy R705-3

BACKGROUND/DISCUSSION

Snow College recognizes the need for student housing at the Richfield campus. In February 2021, a feasibility study conducted by Method Studio was performed for a student housing facility to be built on campus. Method Studio a 32-bed facility could be built for approximately \$3,000,000.

Snow College received a proposal from RM24, LLC to construct a student housing unit off-campus. RM24 would lease the facility to Snow College. Upon completion of the lease term, RM24 would retain ownership of the facility and could negotiate an additional lease agreement with Snow College.

Snow College requests approval for leasing 138 beds for student housing near the Richfield campus. The lease term would be for 15 years and require annual payments of \$748,000. The lease shall be subject to an increase of 3% per year.

Snow College received a letter of support from the Sevier County Reinvestment Agency, committing approximately \$1,000,000 to the project. The Reinvestment Agency has reiterated their support for this project and would allow Snow College to use the funding towards the lease payments.

Snow College signed a contract to host summer camps for the Church of Jesus Christ of Latter-day Saints. Projected net revenue from these summer camps will cover the remaining lease payment cost.

IMPACT

The proposed project would provide 106 more beds for students than the original project considered by Snow College. This housing project is critical for the development of the Richfield Campus.

ATTACHMENTS

- Attachment 1 – Proposed lease agreement
- Attachment 2 – Sevier County Reinvestment Agency letter
- Attachment 3 – Pro Forma
- Attachment 4 – Proposed project design
- Attachment 5 – Method Studio feasibility study
- Attachment 6 – Richfield student housing demand

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made this ____ day of _____, 2022 ("the Execution Date"), by and between RM24, LLC AND/OR ASSIGNS (the "Lessor"), a limited liability company organized and existing under the laws of the State of Utah, and SNOW COLLEGE (the "Lessee"), an educational institution owned and operated by the State of Utah, with its head offices located at Ephraim, Utah.

NOW THEREFORE; Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby lease and take from the Lessor the property described as Premises as of the Commencement Date.

1. EXECUTION DATE

The "Execution Date" of this Agreement is the date wherefrom all the terms and conditions as set forth herein shall be binding upon the parties.

2. PREMISES

The "Premises" shall be used to define the Real Property to be newly constructed by Lessor for service as of the Commencement Date and shall be more particularly described as follows:

Address: Approximately 350 West Cove View Drive, Richfield, Utah

Building: A multi-level residential building or buildings, being comprised of 23 student living units with each having not more than three bedrooms and three bathrooms, accommodating up to a total of 138 beds; and also, a single resident-manager living unit with two bedrooms and two bathrooms; for a total of 24 living units.

Site Improvements: An uncovered parking lot, providing spaces at a rate of not less than 0.5 spaces per student bed; and also, other site improvements in conformance to the Richfield City RM24 zoning ordinance.

3. MUTUAL UNDERSTANDING OF COMMITMENTS

Lessor hereby recognizes the seasonal nature of Lessee's operations and the time sensitive desire and need for up to 60 student beds with a Commencement Date as early as possible, preferably within the year 2022.

Lessee hereby recognizes that the building design necessary for student housing is singular in use with little variability, and Lessor shall in fulfillment of the terms of this Agreement make substantial monetary and opportunity investments in the construction of Premises without remuneration prior to a Commencement Date, and as such shall be duly motivated by fiduciary duty to itself and Lessee to complete construction in a timely manner.

Furthermore, the parties mutually recognize the extreme volatility in the current construction industry due to uncontrollable factors such as material shortages, labor shortages, supply chain challenges, financing complexities, inflation, and other factors which are beyond Lessor's control and make it difficult to project construction costs and timelines, especially prior to a final design of Premises.

4. RESPONSIBILITY FOR DESIGN AND CONSTRUCTION

Lessor shall be responsible to direct and obtain all designs, engineering, certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit and construct the Premises. Lessor shall submit the designs and plans for improvements to Lessee for general review and acceptance, and Lessee shall review the designs created by Lessor in a timely manner that shall not hinder or slow the ability of Lessor to meet the Commencement Date. All general designs and improvements of Premises shall be mutually agreeable to both parties.

Lessor shall be responsible to determine the most efficient manner in which to deliver Premises to Lessee, and may organize and direct construction in phases per the Commencement Date. The selection of contractors, subcontractors, suppliers, and all professionals associated with the improvement and construction of Premises shall be the responsibility of Lessor, and all costs associated with the design, construction, and delivery of the Premises shall be the responsibility of Lessor.

5. COMMENCEMENT DATE

The "Commencement Date" shall be the date Lessor receives a Certificate of Occupancy from Richfield City after construction completion of not less than eleven (11) student living units of up to 66 beds, and a single resident-manager living unit, with necessary parking, which date shall not be later than the 30th day of December, 2022. Also, Lessor shall construct and receive a Certificate of Occupancy from Richfield City for any remaining living units that constitutes the entire Premises not later than 31st day of August, 2023.

Notwithstanding the above dates, and in recognition of the mutual understandings of Section 3, this Agreement shall not be rendered void or terminated by the inability of Lessor to deliver Premises as set forth above, nor shall the terms herein be subjected to change or renegotiation unless mutually agreeable to both parties.

6. LEASE TERM

The term of this Lease shall begin on the first Commencement Date and shall continue for a period of 180 months. The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

7. RENT

The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the Lease Term hereof, at such place as the Lessor shall from time to time direct by notice to the Lessee, rent at the following rates and times:

- a. **Annual Rent:** Annual rent for the Premises during the term of the Lease shall be Seven Hundred Forty-Eight Thousand Dollars (\$748,000.00). The Annual Rent amount shall be subject to an increase of 3% per year to be applied beginning on the first day of January of the year following the Commencement Date.
- b. **Payment of Annual Rent:** The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which installment shall be \$62,333.00, payable on the first day of each and every calendar month during the term hereof. Reference to annual rent herein shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

- c. **Pro-rata Rent Calculation:** In the event the Commencement Date shall proceed in phases per Section 5, the Payment of Annual Rent shall be calculated pro-rata until all phases are complete, according to the number of living units completed and delivered to Lessee for use plus an additional 46% of the Annual Rent payment to cover site improvements. Example: If 12 of the 24 living units designed for the Premises are delivered to Lessee on December 31, 2022, the subsequent rental payment for January 2023 shall be \$45,504.00 (being calculated $\$31,167.00 + \$14,337.00 = \$45,504.00$). When the remaining living units are delivered to Lessee, the remaining portion of the annual rent payment shall commence. Furthermore, if the Commencement Date or subsequent delivery of phased units occurs mid-month, then on the first day of the calendar month immediately following the Commencement Date or subsequent phase delivery date, the Lessee shall also pay to the Lessor rent for any pro-rata per day portion of the preceding calendar month included in the term of this Lease.
- d. **Annual Rent Redetermination:** In recognition of the absence of final designs upon the Execution Date, and the uncontrollable factors and potential challenges identified in Section 3, Lessee agrees that the Annual Rent stipulated in Section 7(a) shall be subject to one redetermination increase by Lessor. The redetermined rent increase shall be submitted to Lessee not later than one week after receipt of a building permit for premises, and shall in no case exceed an increase of 15%.
- e. **Sub-lease Contingent:** Calculation or payment of the Annual Rent shall in no way be dependent upon or contingent to Lessee's ability to sub-lease Premises to its student tenants during the Term of this Agreement, and Lessee shall in no way withhold or delay Payment of Annual Rent based on an occupancy that is less than 100%.

8. RESPONSIBILITY OF PERSONAL PROPERTY

All items of Personal Property that may be necessary for use of Premises shall be the responsibility of Lessee.

9. USE OF PROPERTY BY LESSEE

The leased Premises may be used by Lessee solely and exclusively as a student housing facility to be sub-leased to its attending students and managers. Nothing herein shall give Lessee the right to use the property for any other purpose.

10. RESTRICTIONS ON USE

Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

11. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose.

12. TAXES

- a. **Property Taxes:** The Lessee shall be liable for all taxes levied against any leasehold interest of the Lessee or personal property and trade fixtures owned or placed by the Lessee in the Leased Premises.
- b. **Real Estate Taxes:** During the continuance of this lease Lessor shall deliver to Lessee a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Lessee shall pay to Lessor not later than 30 days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Lessee's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.
- c. **Contest of Taxes:** The Lessee, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Lessee may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Lessor agrees, at the request of the Lessee, to join with the Lessee at Lessee's expense in said proceedings and the Lessor agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Lessee shall have the right to contest the amount of any such tax and the Lessee shall have the right to withhold payment of any such tax, if the statute under which the Lessee is contesting such tax so permits.
- d. **Payment of Ordinary Assessments:** The Lessee shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than 30 days after the day on which the same became initially due. The Lessee may take the benefit of any law allowing assessments to be paid in installments and in such event the Lessee shall only be liable for such installments of assessments due during the term hereof.
- e. **Changes in Method of Taxation:** Lessor and Lessee further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Lessor, then the Lessee shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Lessee to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Lessor, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

13. UTILITIES

Lessee shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Lessee's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

14. OBLIGATIONS FOR REPAIRS

- a. **Lessor's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act of sub-Lessees, licensees

or contractors, the Lessor shall be required to repair defects, deficiencies, deviations or failures of materials or workmanship in the building during the first 12 months of the term hereof.

- b. **Lessee's Repairs:** The Lessee shall repair and maintain the Leased Premises in good order and condition for the term hereof following the first 12 months of the term, except for reasonable wear and tear, the repairs required of Lessor pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Lessor, its employees, agents, or contractors.
- c. **Requirements of the Law:** The Lessee agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the Commencement Date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Lessor's duty to repair pursuant to Section a) and c) of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Lessee shall be entitled to contest); and if by reason of such laws, orders or the work done by the Lessor in connection therewith, the Lessee is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Lessee shall be deprived as a result thereof, and the Lessor shall be obligated to make such repairs, alterations or modifications at Lessor's expense. All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Lessee, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Lessee's obligation to repair pursuant to Section b) of this Article 9 or with respect to Lessee's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Lessee shall also be entitled to contest the validity thereof.
- d. **LESSEE'S Alterations:** The Lessee shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Lessee shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Lessee may make structural alterations and additions to the Leased Premises provided that Lessee has first obtained the consent thereto of the Lessor in writing. The Lessor agrees that it shall not withhold such consent unreasonably. The Lessor shall execute and deliver upon the request of the Lessee such instrument or instruments embodying the approval of the Lessor which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Lessee agrees to pay for such licenses or permits.
- e. **Permits and Expenses:** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.
- f. Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and

against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

15. LESSEE'S COVENANTS

Lessee covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Lessee, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Lessor the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Lessee's insurance coverage, structural repairs (unless Lessee is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Lessor and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Lessor, if not already available, with a set of keys for the purpose of said examination, provided that Lessor shall not thereby unreasonably interfere with the conduct of Lessee's business;
- c. To permit Lessor to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Lessee is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Lessee shall be deprived as a result thereof.

16. INDEMNITY BY LESSEE

The Lessee shall save Lessor harmless and indemnify Lessor from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Lessor, its employees, agents, licensees or contractors. Lessee shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than [AMOUNT] for injury or death from one accident and [AMOUNT] property damage insurance, insuring Lessor and Lessee against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Lessor on or before the commencement date and no such policy shall be cancelable without [NUMBER] days prior written notice to Lessor.

17. SIGNAGE

- a. **Exterior Signs:** Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Lessee shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.
- b. **Interior Signs:** Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

18. INSURANCE

- a. **Insurance Proceeds:** In the event of any damage to or destruction of the Leased Premises, Lessee shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Lessor and Lessee jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Lessor and Lessee if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Lessor shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:
- i. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
 - ii. Lessor's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
 - iii. the certificate of a supervising architect (selected by Lessor and Lessee and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Lessor, Lessee and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Lessor subject to any rights therein of Lessor's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Lessee shall suffer the deficiency.

- b. **Subrogation:** Lessor and Lessee hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Lessee's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.
- c. **Contribution:** Lessee shall reimburse Lessor for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Lessor, at its sole and exclusive option, should select.

19. DAMAGE TO PREMISES

- a. **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Section 4 herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Lessee shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

- b. **Repairs and Restoration:** Lessor agrees that in the event of the damage or destruction of the Leased Premises, Lessor forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Lessee's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Lessor thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Lessor. Notwithstanding the foregoing, if Lessor does not either obtain a building permit within 90 days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within 3 months of such damage or destruction, then Lessee may at any time thereafter cancel and terminate this Lease by sending 90 days written notice thereof to Lessor, or, in the alternative, Lessee may, during said 90 day period, apply for the same and Lessor shall cooperate with Lessee in Lessee's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to [20%] or more of the replacement cost, (exclusive of the land and foundations), this Lease, may be terminated at the election of either Lessor or Lessee, provided that notice of such election shall be sent by the party so electing to the other within days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Lessee shall be refunded to Lessee, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

20. CONDEMNATION

- a. **Total Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Lessor to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Lessee.
- b. **Partial Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Lessor shall convey to said authority in lieu of such taking, property which results in a reduction by [%] or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Lessee may, at its election, terminate this Lease by giving Lessor notice of the exercise of Lessee's election within [NUMBER] days after Lessee shall receive notice of such taking. In the event of termination by Lessee of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Lessee shall be refunded to Lessee.
- c. **Restoration** In the event of a taking in respect of which Lessee shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Lessor, at Lessor's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Lessee hereunder, according to the nature and extent of the injury to the Leased Premises and to Lessee's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

- d. **The Award:** All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Lessor whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Lessee hereby assigns to Lessor all of Lessee's right and title to and interest in any and all such compensation. However, the Lessor shall not be entitled to and Lessee shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Lessee for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Lessee, and to any other award made by the appropriating authority directly to Lessee.
- e. **Release:** In the event of any termination of this Lease as the result of the provisions of this Section 20, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

21. LESSOR'S REMEDIES

In the event that:

- a. Lessee shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Lessee (default herein being defined as payment received by Lessor ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or
- b. Lessee has caused a lien to be filed against the Lessor's property and said lien is not removed within 90 days of recordation thereof; or
- c. Lessee shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Lessee hereunder for a period of 30 days after notice to Lessee in writing of such default (or if such default shall reasonably take more than 30 days to cure, Lessee shall not have commenced the same within the 30 days and diligently prosecuted the same to completion); or
- d. 30 days have elapsed after the commencement of any proceeding by or against Lessee, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Lessee's covenants and obligations hereunder are being performed by or on behalf of Lessee); then Lessor shall be entitled to its election (unless Lessee shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:
 - i. Terminate this Lease by giving Lessee notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Lessee under this Lease and in and to the Premises shall expire and terminate, and Lessee shall remain liable for all obligations under this Lease arising up to the date of such termination, and Lessee shall surrender the Premises to Lessor on the date specified in such notice; or

- ii. Terminate this Lease as provided herein and recover from Lessee all damages Lessor may incur by reason of Lessee's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Lessee for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or
- iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Lessee shall be entitled to receive from Lessor all rents received by Lessor from other assignees, Lessees, and sub-Lessees on account of said Premises during the term of this Lease, provided that the monies to which Lessee shall so become entitled shall in no event exceed the entire amount actually paid by Lessee to Lessor pursuant to the preceding sentence less all costs, expenses and attorney's fees of Lessor incurred in connection with the reletting of the Premises; or
- iv. Without terminating this Lease, and with or without notice to Lessee, Lessor may in its own name but as agent for Lessee enter into and upon and take possession of the Premises or any part thereof, and, at Lessor's option, remove persons and property there from, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Lessee, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Lessor may rent the Premises or any portion thereof as the agent of Lessee with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Lessor may deem necessary or desirable in order to relet the Premises. Lessor shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Lessor to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Lessor may grant rent concessions and Lessee shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Lessor the entire sums then due from Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall, at Lessor's option, be calculated and paid monthly. No such reletting shall be construed as an election by Lessor to terminate this Lease unless a written notice of such election has been given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or
- v. Without liability to Lessee or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Lessee any property, material, labor, Utilities or other service, whether Lessor is obligated to furnish or render the same, so long as Lessee is in default under this Lease; or

- vi. Allow the Premises to remain unoccupied and collect rent from Lessee as it comes due; or
 - vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or
 - viii. Pursue such other remedies as are available at law or equity.
- e. Lessor's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Lessee to withhold any payments under this Lease.

22. LESSOR'S SELF HELP

If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within 30 days after notice from Lessor specifying the default (or if such default shall reasonably take more than 30 days to cure, shall diligently prosecute the same to completion), Lessor may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Lessee, and any amount paid or contractual liability incurred by Lessor in so doing shall be deemed paid or incurred for the account of Lessee and Lessee agrees to reimburse Lessor therefore and save Lessor harmless therefrom. Provided, however, that Lessor may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Lessee if any emergency situation exists, or after notice to Lessee, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Lessor's interest therein, or to prevent injury or damage to persons or property. If Lessee shall fail to reimburse Lessor upon demand for any amount paid for the account of Lessee hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

23. LESSEE'S SELF HELP

If Lessor shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Lessor shall not cure such default within 90 days after notice from Lessee specifying the default (or, if such default shall reasonably take more than 90 days to cure, and Lessor shall not have commenced the same within 90 days and diligently prosecuted the same to completion), Lessee may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Lessor and any amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor and Lessor shall reimburse Lessee therefore and save Lessee harmless therefrom. Provided, however, that Lessee may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Lessor if an emergency situation exists, or after notice to Lessor, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Lessee's interest therein or to prevent injury or damage to persons or property. If Lessor shall fail to reimburse Lessee upon demand for any amount paid or liability incurred for the account of Lessor hereunder, said amount or liability may be deducted by Lessee from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Lessor, Lessor may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Lessor shall bear the cost of the filing fees therefore.

24. TITLE

- a. **Subordination:** Lessee shall, upon the request of Lessor in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Lessee in form suitable for recording to the effect that:
 - i. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Lessee hereunder shall not be disturbed but shall continue in full force and effect so long as Lessee shall not be in default hereunder
 - ii. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this Agreement, respectively. Lessee agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Lessor in this Lease, Lessee will recognize said mortgagee or person as its Lessor under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Lessor hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article 24 means a mortgage securing a loan from a bank or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.
- b. **Quiet Enjoyment:** Lessor covenants and agrees that upon Lessee paying the rent and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed hereunder, that Lessee may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Lessor or any persons lawfully claiming through Lessor.
- c. **Zoning and Good Title:** Lessor warrants and represents, upon which warranty and representation Lessee has relied in the execution of this Lease, that Lessor is the owner of the Leased Premises.
- d. **Licenses:** It shall be the Lessee's responsibility to obtain any and all necessary licenses and the Lessor shall bear no responsibility therefore; the Lessee shall promptly notify Lessor of the fact that it has obtained the necessary licenses in order to prevent any delay to Lessor in commencing construction of the Leased Premises.

25. EXTENSIONS/WAIVERS/DISPUTES

- a. **Extension Period:** Any extension hereof shall be subject to the provisions of Article c) hereof.
- b. **Holding Over:** In the event that Lessee or anyone claiming under Lessee shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Lessor and Lessee with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

- c. **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
- d. **Disputes:** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Lessee may be withheld or deducted by Lessee from any rents herein reserved.
- e. **Lessee's Right to cure Lessor's Default:** In the event that Lessor shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Lessee hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Lessee may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Lessor the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Lessor to Lessee.
- f. **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Lessor the same will be mailed to the address herein above set forth or such other address as Lessor may hereafter designate by notice to Lessee, and if intended for Lessee, the same shall be mailed to Lessee at the address herein above set forth, or such other address or addresses as Lessee may hereafter designate by notice to Lessor.

26. PROPERTY DAMAGE

- a. **Loss and Damage:** Notwithstanding any contrary provisions of this Lease, Lessor shall not be responsible for any loss of or damage to property of Lessee or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Lessor, or Lessor's agents, employees or contractors, provided, however, that if Lessee shall notify Lessor in writing of repairs which are the responsibility of Lessor under Article VII hereof, and Lessor shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Lessee's property shall result from the condition as to which Lessor has been notified, Lessor shall indemnify and hold harmless Lessee from any loss, cost or expense arising there from.
- b. **Force Majeure:** In the event that Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act other than Lessee's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

27. ASSIGNMENT AND SUBLETTING

Lessor reserves the right to assign this lease agreement without the consent of Lessee, which shall remain binding upon Lessee and the assigned party.

Under the terms and conditions hereunder, Lessee shall have the absolute right to sublet all or any portion of the Leased Premises to students attending its institutions provided that at the time of such sublease Lessee shall not be in default in the performance and observance of the obligations imposed upon Lessee hereunder.

28. FIXTURES

All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Lessee and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Lessee's business made to, in or on the Leased Premises by and at the expense of Lessee and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Lessee, shall remain the property of Lessee and Lessee may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Lessee, at its sole cost and expense, shall make any repairs occasioned by such removal.

29. OPTION TO RENEW

Lessor grants to Lessee an option to renew this lease agreement for a period of 10 years after expiration of the term of this Lease agreement at a rental of \$84,000 per month, with all other terms and conditions of the renewal lease to be the same as those in this lease agreement. To exercise this option to renew, Lessee must give Lessor written notice of intention to do so at least 730 days before this lease agreement expires.

30. ESTOPPEL CERTIFICATES

At any time and from time to time, Lessor and Lessee each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

31. INVALIDITY OF PARTICULAR PROVISION

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. CAPTIONS AND DEFINITIONS OF PARTIES

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Lessor" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Lessor or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Lessor, the covenants of Lessor shall be the joint and several obligations of each of them, and if Lessor is a partnership, the covenants of Lessor shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

33. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

34. BROKERAGE

No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

35. ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

36. GOVERNING LAW

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Utah. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Utah.

37. LITIGATION

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If Lessor files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, Lessee shall pay Lessor reasonable attorney fees for the services of Lessor's attorney in the action, all fees to be fixed by the court.

38. CONTRACTUAL PROCEDURES

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

39. EXTRAORDINARY REMEDIES

To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LESSOR

LESSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Sevier County Reinvestment Agency

Board Members

Garth “Tooter” Ogden

Ralph Brown

Scott Johnson

February 9, 2021

Heidi Stringham
Assistant to the President
Snow College
800 West 200 South
Richfield UT 84701

RE: Funds for Student Housing from Sevier County Reinvestment Agency

Dear Heidi:

This letter is to express the Agency's support and potential funding for the proposed student housing on the Richfield Campus.

In June 2019, the Agency created the Sigurd Solar Community Reinvestment Project Area to facilitate the development of a, 80-megawatt utility-scale solar project near Sigurd, Utah. This project is expected to bring about \$84 million in new capital investment to Sevier County. In order to bring this project to Sevier County, the Agency has offered financial incentives to the developer through the use of tax increment financing. Both Sevier County and the Sevier School District have agreed to support this project. For its part, the Agency is required to set aside for affordable housing at least ten percent of all tax increment it receives. In this case, the taxing entities have agreed that the Agency may allocate 16 percent of the total tax increment toward affordable housing-to be used toward student housing for the Snow College Richfield Campus. Prior to 2019, expenditures of these Agency housing funds for student housing were not allowed under Utah law. Through the efforts of the Agency and of Utah Representative Derrin Owens, the legislature passed a bill that allows the housing set aside to be used for student housing on a higher education campus (§ 17C-1-412(1)(a)(xi)).

Based on the financial projections for the solar project, we estimate that a little over \$1 million will become available over 15 years, and the Agency expects that money to be used for student housing as noted above. Because the revenues are solely dependent on the company developing

the solar project and making property tax payments, the Agency can only provide housing funds as those annual payments are made. If the company fails to make a property tax payment, housing funds will not be available. Unfortunately, the Agency cannot guarantee the funds will be available every year or that the precise amount we are projecting will become available. Factors outside our control could affect the annual payments.

Please know that as funds become available, the Agency intends to use those funds to support Snow College for student housing on the Richfield Campus. We will eventually need to execute a formal agreement between the two entities.

We look forward to supporting this important project in Richfield.

Best regards,

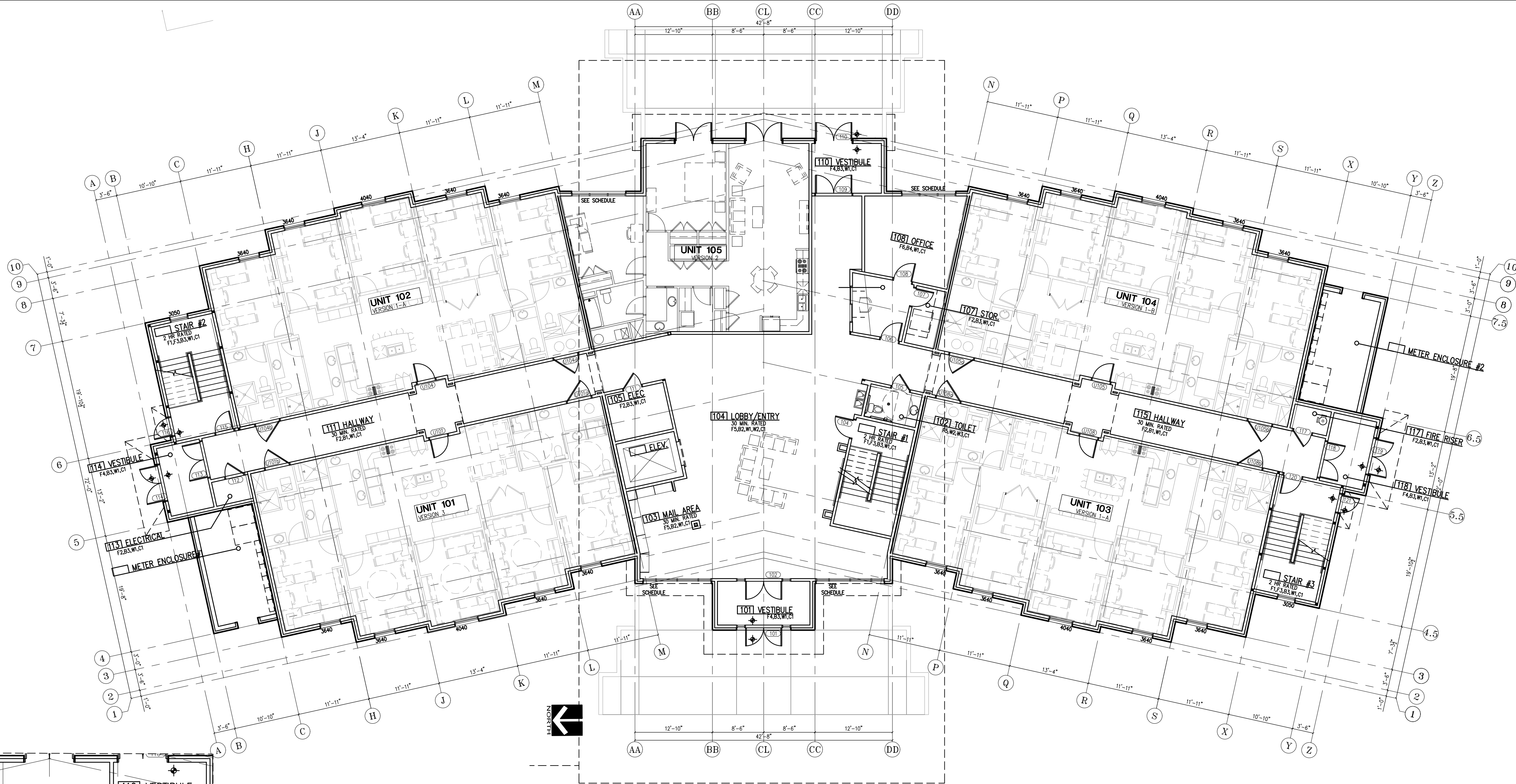
A handwritten signature in black ink, appearing to read "Malcolm R. Nash". The signature is fluid and cursive, with the first name "Malcolm" being the most prominent part.

Malcolm R. Nash
Board Secretary

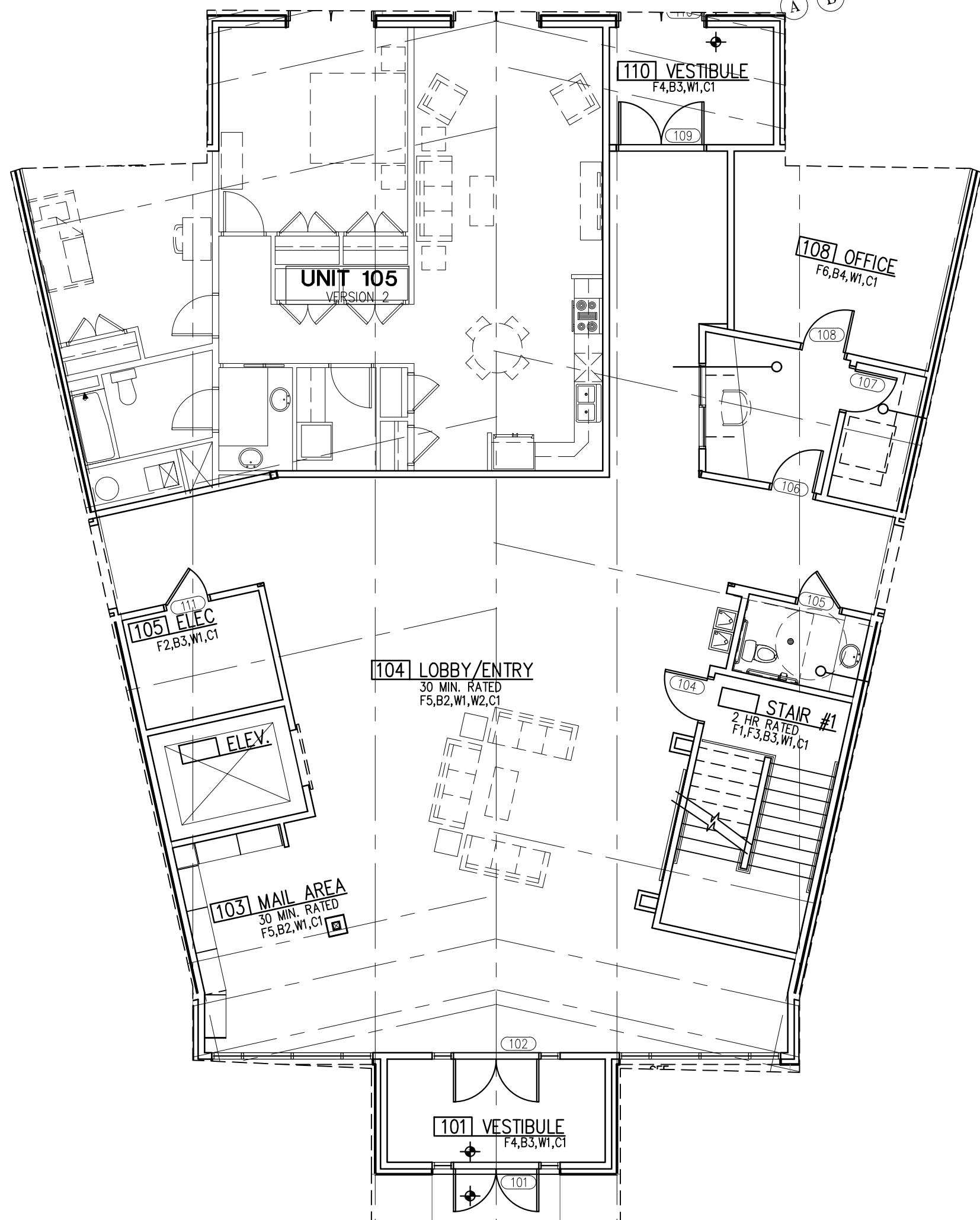
cc: Agency Board Members
Adam Long, Smith Hartvigsen

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Rent revenue (4% per year)	\$ 3,000.00	\$ 3,120.00	\$ 3,244.80	\$ 3,374.59	\$ 3,509.58	\$ 3,649.96	\$ 3,795.96	\$ 3,947.80
Beds	138	138	138	138	138	138	138	138
Occupancy rate	100%	100%	100%	100%	100%	100%	100%	100%
Total rent revenue	\$ 414,000.00	\$ 430,560.00	\$ 447,782.40	\$ 465,693.70	\$ 484,321.44	\$ 503,694.30	\$ 523,842.07	\$ 544,795.76
Summer rent (FSY)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Beds	400	400	400	400	400	400	400	400
Nights	50	50	50	50	50	50	50	50
FSY rent subtotal	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
Summer rent (camps)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Beds	1000	1000	1000	1000	1000	1000	1000	1000
Nights	50	50	50	50	50	50	50	50
Camps rent subtotal	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Total Rent	\$ 864,000.00	\$ 880,560.00	\$ 897,782.40	\$ 915,693.70	\$ 934,321.44	\$ 953,694.30	\$ 973,842.07	\$ 994,795.76
Reinvestment Agency	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total revenue	\$ 964,000.00	\$ 980,560.00	\$ 997,782.40	\$ 1,015,693.70	\$ 1,034,321.44	\$ 1,053,694.30	\$ 1,073,842.07	\$ 1,094,795.76
Lease payment (3% per year)	\$ 748,000.00	\$ 770,440.00	\$ 793,553.20	\$ 817,359.80	\$ 841,880.59	\$ 867,137.01	\$ 893,151.12	\$ 919,945.65
Balance	\$ 216,000.00	\$ 210,120.00	\$ 204,229.20	\$ 198,333.90	\$ 192,440.85	\$ 186,557.29	\$ 180,690.96	\$ 174,850.11
Balance (full occupancy)	\$ 216,000.00	\$ 210,120.00	\$ 204,229.20	\$ 198,333.90	\$ 192,440.85	\$ 186,557.29	\$ 180,690.96	\$ 174,850.11
Balance (90% occupancy)	\$ 174,600.00	\$ 167,064.00	\$ 159,450.96	\$ 151,764.53	\$ 144,008.71	\$ 136,187.86	\$ 128,306.75	\$ 120,370.53
Balance (75% occupancy)	\$ 112,500.00	\$ 102,480.00	\$ 92,283.60	\$ 81,910.48	\$ 71,360.49	\$ 60,633.72	\$ 49,730.44	\$ 38,651.17
Balance (50% occupancy)	\$ 9,000.00	\$ (5,160.00)	\$ (19,662.00)	\$ (34,512.95)	\$ (49,719.87)	\$ (65,289.86)	\$ (81,230.08)	\$ (97,547.77)

	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Rent revenue (4% per year)	\$ 4,105.71	\$ 4,269.94	\$ 4,440.73	\$ 4,618.36	\$ 4,803.10	\$ 4,995.22	\$ 5,195.03
Beds	138	138	138	138	138	138	138
Occupancy rate	100%	100%	100%	100%	100%	100%	100%
Total rent revenue	\$ 566,587.59	\$ 589,251.09	\$ 612,821.13	\$ 637,333.98	\$ 662,827.34	\$ 689,340.43	\$ 716,914.05
Summer rent (FSY)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Beds	400	400	400	400	400	400	400
Nights	50	50	50	50	50	50	50
FSY rent subtotal	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
Summer rent (camps)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Beds	1000	1000	1000	1000	1000	1000	1000
Nights	50	50	50	50	50	50	50
Camps rent subtotal	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Total Rent	\$ 1,016,587.59	\$ 1,039,251.09	\$ 1,062,821.13	\$ 1,087,333.98	\$ 1,112,827.34	\$ 1,139,340.43	\$ 1,166,914.05
Reinvestment Agency	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Total revenue	\$ 1,116,587.59	\$ 1,139,251.09	\$ 1,062,821.13	\$ 1,087,333.98	\$ 1,112,827.34	\$ 1,139,340.43	\$ 1,166,914.05
Lease payment (3% per year)	\$ 947,544.02	\$ 975,970.34	\$ 1,005,249.45	\$ 1,035,406.94	\$ 1,066,469.14	\$ 1,098,463.22	\$ 1,131,417.11
Balance	\$ 169,043.57	\$ 163,280.75	\$ 57,571.68	\$ 51,927.04	\$ 46,358.20	\$ 40,877.21	\$ 35,496.94
Balance (full occupancy)	\$ 169,043.57	\$ 163,280.75	\$ 57,571.68	\$ 51,927.04	\$ 46,358.20	\$ 40,877.21	\$ 35,496.94
Balance (90% occupancy)	\$ 112,384.81	\$ 104,355.64	\$ (3,710.43)	\$ (11,806.35)	\$ (19,924.54)	\$ (28,056.83)	\$ (36,194.47)
Balance (75% occupancy)	\$ 27,396.67	\$ 15,967.98	\$ (95,633.60)	\$ (107,406.45)	\$ (119,348.64)	\$ (131,457.89)	\$ (143,731.58)
Balance (50% occupancy)	\$ (114,250.23)	\$ (131,344.80)	\$ (248,838.88)	\$ (266,739.95)	\$ (285,055.47)	\$ (303,793.00)	\$ (322,960.09)



LEVEL 1 FLOOR PLAN
LEVEL 1 SQ. FTG. = 12,987
SCALE: 3/32" = 1'-0"
LEVEL 1 FLOOR LINE ELEV. 100'-0"



ENLARGED COMMON AREA PLAN
SCALE: 1/8" = 1'-0"

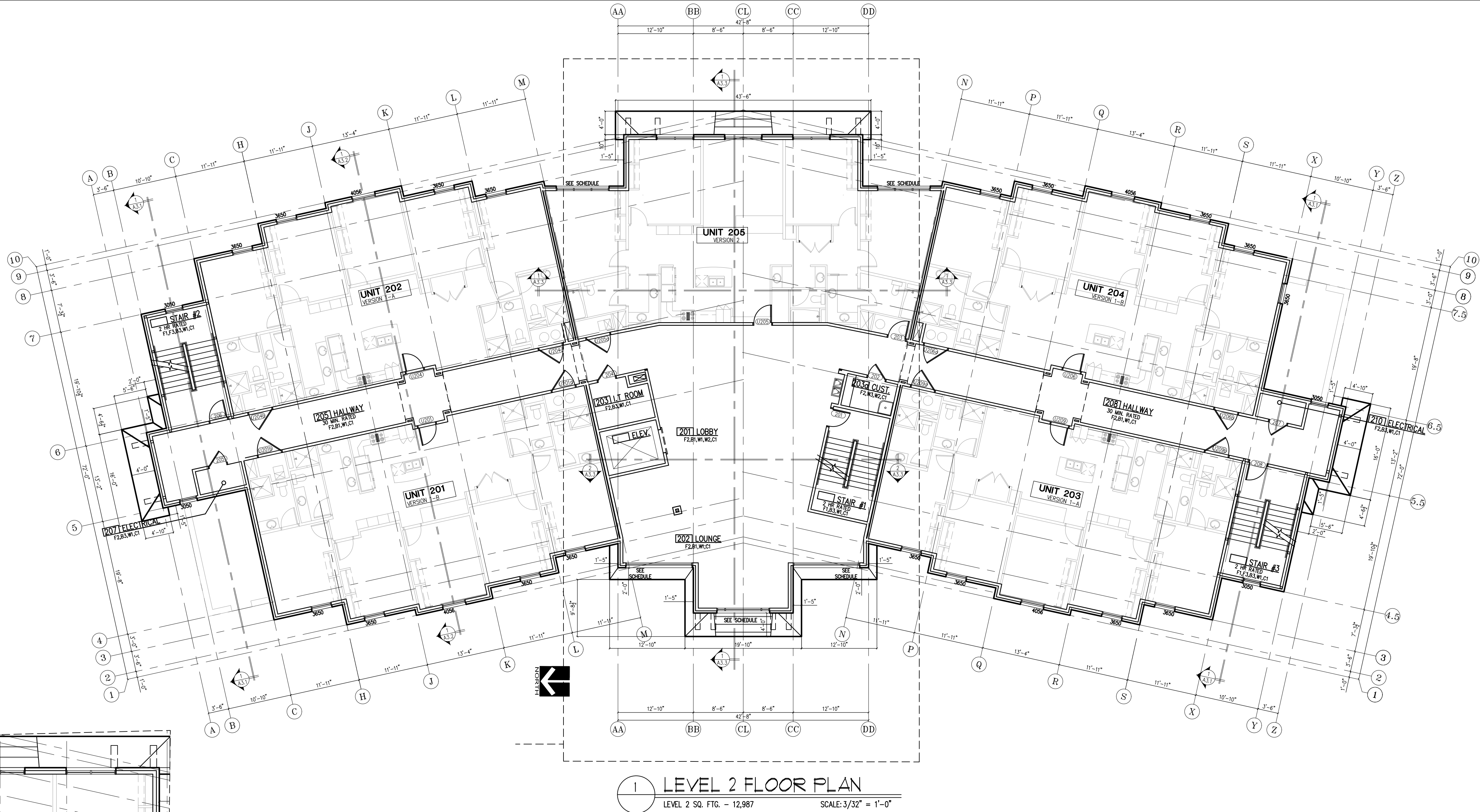
SQUARE FOOTAGE	
LEVEL 1:	19,830 SQ. FT.
LEVEL 2:	19,830 SQ. FT.
LEVEL 3:	19,830 SQ. FT.
LEVEL 4:	19,751 SQ. FT.
TOTAL:	79,425 SQ. FT.

NOTES:	
1.	AT ALL FLOOR TRANSITIONS PROVIDE A BRUSHED CHROME SLOTTED STRIP. PROVIDE A MARBLE THRESHOLD AT ALL MECHANICAL/UTILITY ROOM TRANSITIONS.
2.	SEE SHEETS A4.00, A4.01, A4.1, A4.2 & A4.2a FOR DOOR SCHEDULE AND DOOR/WINDOW TYPES.
3.	SEE SHEET A3.7 FOR WALL TYPES. SEE A3.9 FOR HORIZONTAL SEPARATION DETAILS.
4.	ALL EXTERIOR WOOD-FRAMED WALLS ARE SIMILAR TO (U.L.O.)
5.	ALL APARTMENT UNITS TO BE "TYPE B" UNITS AS SET FORTH IN THE ICC/ANSI A117.1-2009 & THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FAIR HOUSING ACCESSIBILITY GUIDELINES - UNLESS NOTED OTHERWISE (TWO OF THE UNITS IS TO BE "TYPE A" AS SET FORTH IN THE ICC/ANSI A117.1-2009) - SEE TYPICAL UNIT PLANS FOR APPLICABLE DESIGNATION.
6.	SEE SITE PLAN (BY CIVIL ENGINEER) FOR LOCATION/ EXTENSION OF WALKS & ACCESSIBLE ROUTE PLAN.
7.	PROVIDE HEAT TAPE AT ALL DRAINS AND PIPES IN NON-TEMPERED SPACES.
8.	SEE TYPICAL UNIT PLANS FOR LOCATION OF 24" WALLS FOR FLUE CHASES WITHIN APARTMENTS.
9.	ALL SUB-CONTRACTORS TO VERIFY EXACT FLOOR TO FLOOR HEIGHTS AND FINISH CEILING HEIGHTS WITH OWNER AND GENERAL CONTRACTOR PRIOR TO CONSTRUCTION AND INSTALLATION.
10.	GENERAL CONTRACTOR AND FRAMING SUB-CONTRACTOR TO ADJUST FLOOR AND ROOF FRAMING MEMBERS AS NECESSARY TO ALLOW FOR PLUMBING PICTURE TRAPS, ROOF HATCHES, ETC.
11.	SEE STRUCTURAL DRAWINGS FOR COLUMN LOCATIONS, SHEAR WALL LOCATIONS, & HOLDING AND STRAP LOCATIONS.
12.	PROVIDE TACTILE EXT SIGNAGE AT ALL EXITS, EXT STAIRS, & DOORS TO EXIT DISCHARGE AS REQUIRED BY IBC 1011.4.
13.	PROVIDE STAIR SIGNAGE AS REQUIRED BY IBC 1022.9.
14.	PROVIDE ELEVATOR SIGNAGE AS REQUIRED BY IBC 3002.3.

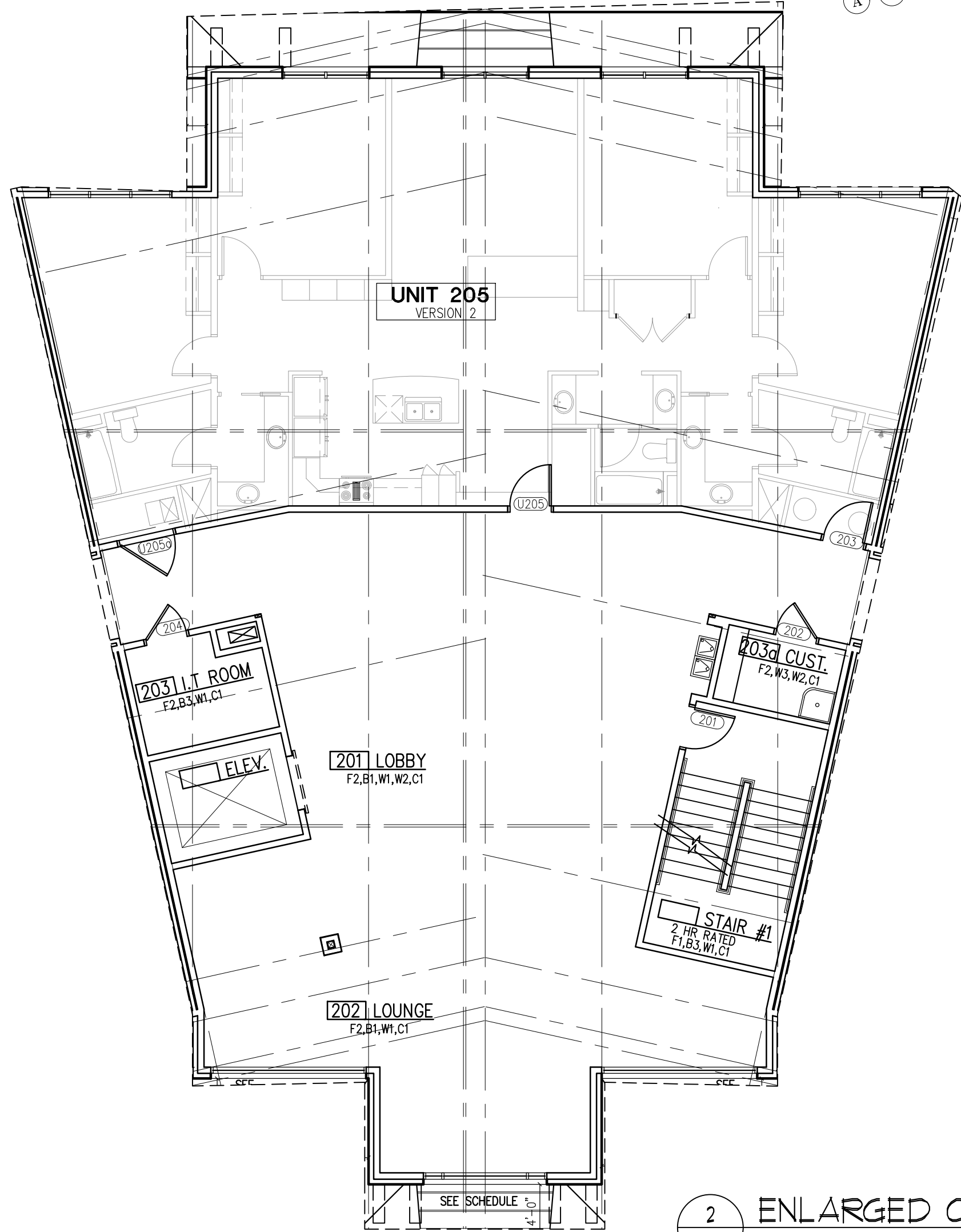
FINISH SCHEDULE	
F1 EXPOSED CONC. ON STAIR	SMOOTH WOOD CUTS
F2 LVT	WOOD BASE
F3 CONCRETE - SEALED	WOOD DOWN
F4 24"x24" CARPET TILE MAT	NOTE: CUTS TO BE AT 45 DEGREES
F5 12"x24" PORCELAIN TILE	
F6 CARPET TILE	
B1 1/4" WOOD BASE - PAINTED	
B2 4" TILE BASE	
B3 4" RUBBER BASE	
B4 4" CARPET BASE	
B5 NONE	
W1 5/8" TYPE X GYPSUM BOARD-LIGHT KNOCK-DOWN TEXTURED FINISH PAINTED	
W2 TILE (SEE INT. ELEVATIONS FOR HEIGHT)	
W3 EPOXY PAINT	
W4 STRUCTURE - PAINTED	
W5 STRUCTURE - EXPOSED	
C1 SEE REFLECTED CEILING PLANS FOR CEILING FINISH	

NOTE: REFER TO SCHEDULES WITHIN THE SPEC BOOK (PROJECT MANUAL) FOR THE SPECIFIC COLORS/MATERIALS.
NOTE: SEE FINISH PLANS FOR ACCENT WALLS - VERIFY COLORS WITH ARCHITECT. (ALL ACCENT WALLS TO RETURN TO AN INSIDE CORNER - TYP.)
NOTE: SEE 12.2 FOR TYPICAL TILE INSTALLATION DETAILS.
NOTE: WALL MATERIAL LISTED ON FINISH SCHEDULE ABOVE DOES NOT LIST THE ENTIRE WALL SYSTEM-ONLY THE EXTERIOR LAYER FOR COMPLETE SYSTEM & RATING CONSTRUCTION. SEE WALL TYPES / SECTIONS.
NOTE: USE WATER-RESISTANT GYPSUM BOARD AT ALL BATHROOM NET-WALL LOCATIONS.
NOTE: WINDOW COVERINGS ARE BY OWNER (TO BE COORDINATED W/ ARCHITECT).
NOTE: SEE SHEETS A1.1b, A1.2b, A1.3b & A1.4b FOR FINISH PLANS AND FINISH DETAILS.

ADDITIONAL INTERIOR SPECIFICATIONS	
11 RED CEDAR WALL ACCENT - WESTERN RED CEDAR, TEAK, DELTA MILLWORKS	
12 PAINT WALL ACCENT GREEN - DANDERDUS, RL437, RALPH LAUREN	
13 PAINT WALL ACCENT BLUE - BELLCAST, RL437, RALPH LAUREN	
14 PAINT WALL ACCENT RUST - ADD WICKERY, RL404, RALPH LAUREN	
15 STONE WALL ACCENT - ALMOND, MCWANE, DAL TILE	
16 CERAMIC WALL TILE - R410 STACKED BOND, MATTE PARAMOUNT WHITE, M7, IDENTITY WALL, DAL TILE	
17 4"x8" PANEL - TRUSS PURE WHITE, VIKOR ELEGANCE, 3 FORM	
18 CABINETS - WOOD AMT60 SAVATRE, TIMBERLINE, PANOLAM	
19 CABINETS - LAMINATE, 7850-60, BEECHWOOD, WILSONART	
20 COUNTERTOP - QUARTZ, BURNBURY, CAMBARA	
21 COUNTERTOP - QUARTZ, TWILIGHT, BASK	
22 CABINETS - LAMINATE, 7970X-1R, HIGHLAND, WILSONART	
ADDITIONAL INTERIOR SPECIFICATIONS	
- FLOOR TILE- 12"x24" BROWN BOND, LIGHT POLISHED, PRIST SOLID LINEN, FARRUCO, DAL TILE	
- LUXURY VINYL TILE (LVT)- BROWN BOND, GRAY NATURAL, 48250, SOLITUDE, SHAW	
- CARPET TILE- 24"x24" STONEWORK, KINGS 20885, TUXTER	
- CARPET TILE MAT- 24"x24" RUSTIAN & 36" OZ. EBBY EARTH, MANNINGTON	
- GENERAL PAINT COLOR- BRILLIANT WHITE, RL400, RALPH LAUREN	
- DENOTES ACCENT WALL, SEE KEY NOTE FOR MATERIAL, FINISH	



1 LEVEL 2 FLOOR PLAN
LEVEL 2 SQ. FTG. = 12,987 SCALE: 3/32" = 1'-0"



2 ENLARGED COMMON AREA PLAN
SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE	
LEVEL 1:	19,830 SQ. FT.
LEVEL 2:	19,830 SQ. FT.
LEVEL 3:	19,830 SQ. FT.
LEVEL 4:	19,751 SQ. FT.
TOTAL:	79,425 SQ. FT.

NOTES:	
1. AT ALL FLOOR TRANSITIONS PROVIDE A BRUSHED CHROME SLOTTED STRIP. PROVIDE A MARBLE THRESHOLD AT ALL MECHANICAL/UTILITY ROOM TRANSITIONS.	
2. SEE SHEETS A4.00, A4.01, A4.1, A4.2 & A4.24 FOR DOOR SCHEDULE AND DOOR/WINDOW TYPES.	
3. SEE SHEET A3.7 FOR WALL TYPES. SEE A3.9 FOR HORIZONTAL SEPARATION DETAILS.	
4. ALL EXTERIOR WOOD-FRAMED WALLS ARE SIMILAR TO (U.A.O.)	
5. ALL APARTMENT UNITS TO BE "TYPE B" UNITS AS SET FORTH IN THE ICC/ANSI A117.1-2009 & THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FAIR HOUSING ACCESSIBILITY GUIDELINES - UNLESS NOTED OTHERWISE (TWO OF THE UNITS IS TO BE "TYPE A" AS SET FORTH IN THE ICC/ANSI A117.1-2009) - SEE TYPICAL UNIT PLANS FOR APPLICABLE DESIGNATION.	
6. SEE SITE PLAN (BY CIVIL ENGINEER) FOR LOCATION/ EXTENSION OF WALKS & ACCESSIBLE ROUTE PLAN.	
7. PROVIDE HEAT TAPE AT ALL DRAINS AND PIPES IN NON-TEMPERED SPACES.	
8. SEE TYPICAL UNIT PLANS FOR LOCATION OF 246 WALLS FOR FLUE CHASES WITHIN APARTMENTS.	
9. ALL SUB-CONTRACTORS TO VERIFY EXACT FLOOR TO FLOOR HEIGHTS AND FINISH CEILING HEIGHTS WITH OWNER AND GENERAL CONTRACTOR PRIOR TO CONSTRUCTION AND INSTALLATION.	
10. GENERAL CONTRACTOR AND FRAMING SUB-CONTRACTOR TO ADJUST FLOOR AND ROOF FRAMING MEMBERS AS NECESSARY TO ALLOW FOR PLUMBING FIXTURE TRAPS, ROOF HATCHES, ETC.	
11. SEE STRUCTURAL DRAWINGS FOR COLUMN LOCATIONS, SHEAR WALL LOCATIONS, & HOLDING AND STRAP LOCATIONS.	
12. PROVIDE TACTILE EXT. SIGNAGE AT ALL EXITS, EXIT STAIRS, & DOORS TO EXIT DISCHARGE AS REQUIRED BY IBC 1011.4.	
13. PROVIDE STAR SIGNAGE AS REQUIRED BY IBC 1022.9.	
14. PROVIDE ELEVATOR SIGNAGE AS REQUIRED BY IBC 3002.3.	

FINISH SCHEDULE	
F1 EXPOSED CONC. ON STAIR	SMOOTH WOOD CUTS
F2 LVT	
F3 CONCRETE - SEALED	
F4 24"x24" CARPET TILE MAT	WOOD BASE WOOD DOWN
F5 12"x24" PORCELAIN TILE	NOTE: CUTS TO BE AT 45 DEGREES
F6 CARPET TILE	
B1 144 WOOD BASE - PAINTED	
B2 4" TILE BASE	
B3 4" RUBBER BASE	
B4 4" CARPET BASE	
B5 NONE	
W1 5/8" TYPE X GYPSUM BOARD-LIGHT KNOCK-DOWN TEXTURED FINISH PAINTED	
W2 TILE (SEE INT. ELEVATIONS FOR HEIGHT)	
W3 EPOXY PAINT	
W4 STRUCTURE - PAINTED	
W5 STRUCTURE - EXPOSED	
C1 SEE REFLECTED CEILING PLANS FOR CEILING FINISH	

ADDITIONAL INTERIOR SPECIFICATIONS	
1. FLOOR TILE - 12"x24" BROWN BOND, LIGHT POLISHED, PERI SOLID, LINEN, FARRUCO, DAL TILE	
2. LUXURY VINYL TILE (LVT) - BROWN BOND, GRAY NATURAL, 48250, SOLITUDE, SHAW	
3. CARPET TILE - 24"x24" STONEWORK, KINGS 2000S, TUPPER	
4. CARPET TILE MAT - 24"x24" RUSTHAM & SON, EBBY EARTH, MANNINGTON	
5. GENERAL PAINT COLOR - BRILLIANT WHITE, RL4001, RALPH LAUREN	
6. DENOTES ACCENT WALL, SEE KEY NOTE FOR MATERIAL/FINISH	



FINISH SCHEDULE

F1 EXPOSED CONC. ON STAIR
F2 LVT
F3 CONCRETE - SEALED
F4 24"x24" CARPET TILE MAT
F5 12"x24" PORCELAIN TILE
F6 CARPET TILE

SMOOTH WOOD CUTS

WOOD BASE WOOD CROWN
NOTE: CUTS TO BE AT 45 DEGREES

B1 1x4 WOOD BASE - PAINTED
B2 4" TILE BASE
B3 4" RUBBER BASE
B4 4" CARPET BASE
B5 NONE

W1 5/8" TYPE X GYPSUM BOARD-(LIGHT KNOCK-DOWN TEXTURED FINISH) PAINTED
W2 TILE (SEE INT. ELEVATIONS FOR HEIGHT)
W3 EPOXY PAINT
W4 STRUCTURE - PAINTED
W5 STRUCTURE - EXPOSED

C1 SEE REFLECTED CEILING PLANS FOR CEILING FINISH

NOTE: REFER TO SCHEDULES WITHIN THE SPEC BOOK (PROJECT MANUAL) FOR THE SPECIFIC COLORS/MATERIALS

NOTE: SEE FINISH PLANS FOR ACCENT WALLS - VERIFY COLORS WITH ARCHITECT. (ALL ACCENT WALLS TO RETURN TO AN INSIDE CORNER - TYP.)

NOTE: SEE 1.2.3 FOR TYPICAL TILE INSTALLATION DETAILS.

NOTE: WALL MATERIAL LISTED ON FINISH SCHEDULE ABOVE DOES NOT LIST THE ENTIRE WALL SYSTEM--ONLY THE EXTERIOR LAYER (FOR COMPLETE SYSTEM & RATING CONSTRUCTION, SEE WALL TYPES / SECTIONS)

NOTE: USE WATER-RESISTANT GYPSUM BOARD AT ALL BATHROOM WET-WALL LOCATIONS.

NOTE: WINDOW COVERINGS ARE BY OWNER (TO BE COORDINATED W/ ARCHITECT).

NOTE: SEE SHEETS A1.1b, A1.2b, A1.3b & A1.4b FOR FINISH PLANS AND FINISH DETAILS

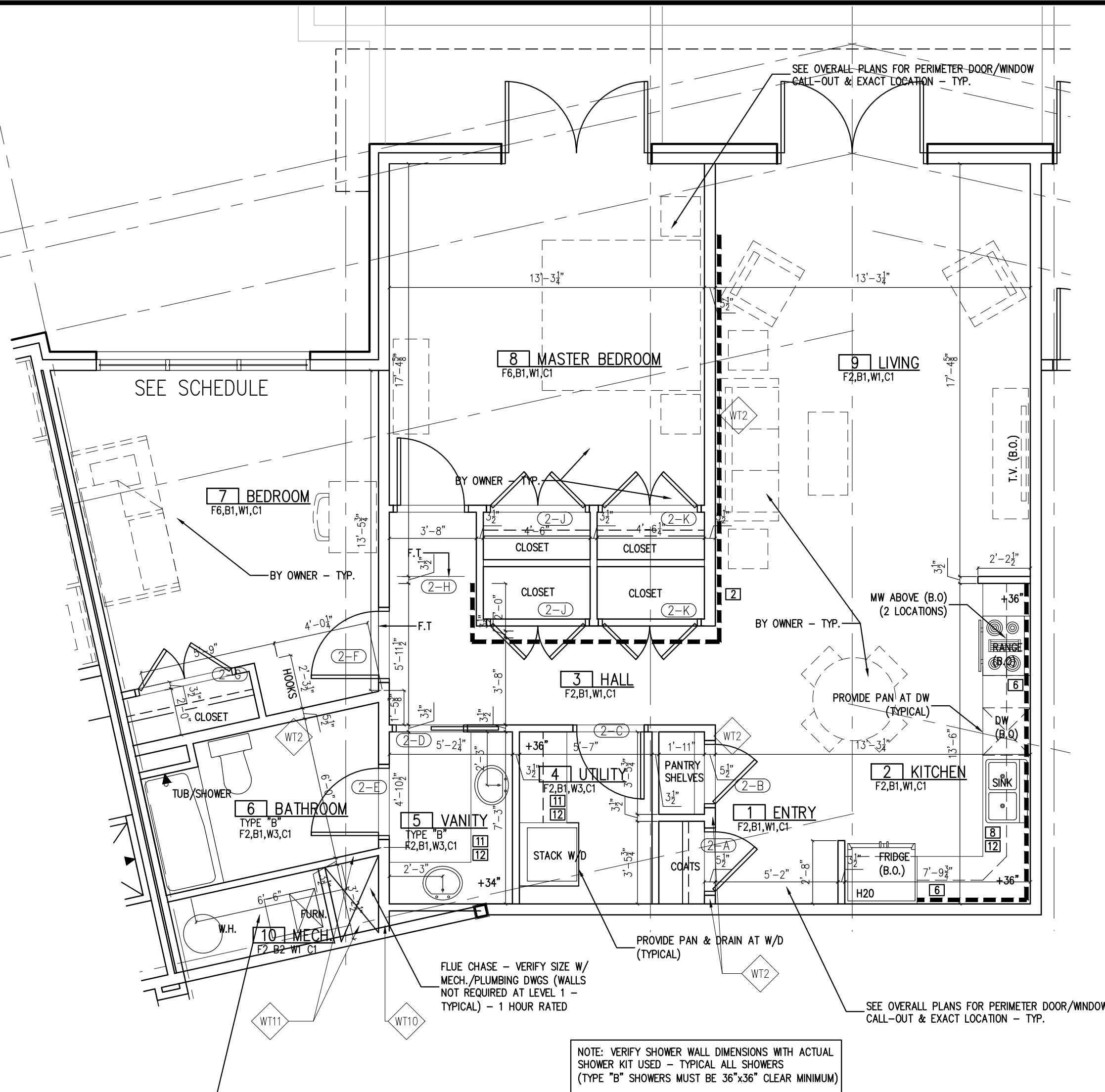
INTERIOR FINISH KEY NOTES

- RED CEDAR WALL ACCENT - WESTERN RED CEDAR, TEAK, DELTA MILLWORKS
- PAINT WALL ACCENT GREEN - DANGEROUS, RL4317, RALPH LAUREN
- PAINT WALL ACCENT BLUE - BELLCAST, RL4378, RALPH LAUREN
- PAINT WALL ACCENT RUST - AGED WHISKEY, RL4084, RALPH LAUREN
- STONE WALL ACCENT - ALMOND, IMEXWARE, DAL TILE
- CERAMIC WALL TILE - 8x10 STACKED BOND, MATTIE PARAMOUNT WHITE, MY67, IDENTITY WALL, DAL TILE
- 4x8" PANEL - TRUSS PURE WHITE, VARIA ECORESIN, 3 FORM
- CABINETS - WOOD AMTICO SAVATRE, TIMBERLINE, PANOLAM
- CABINETS - LAMINATE, 7850-60, BEISWOOD, WILSONART
- COUNTERTOP - QUARTZ, BURNBURY, CAMBRIA
- COUNTERTOP - QUARTZ, TWILIGHT, BASIX
- CABINETS - LAMINATE, 7970K-18, HIGHLINE, WILSONART

ADDITIONAL INTERIOR SPECIFICATIONS

- FLOOR TILE- 12"x24" BRICK BOND, LIGHT POLISHED, P687 SOLEIL LINEN, FABRIQUE, DAL TILE
- LUXURY VINYL TILE (LVT)- BRICK BOND, 0648V NATURAL, 48250, SOLITUDE, SHAW
- CARPET TILE- 00576 STONEWORK, RWIST Z6869, TUFTEX
- CARPET TILE MAT- 24"x24" RUFFIAN II 38 OZ., EBONY EARTH, MANNINGTON
- GENERAL PAINT COLOR- BRILLIANT WHITE, RL4001, RALPH LAUREN

--- DENOTES ACCENT WALL SEE KEY NOTE FOR MATERIAL/FINISH



NOTE: SEE OVERALL PLANS FOR WALL TYPES OF ALL APT. PERIMETER WALLS.

NOTE: SEE OVERALL PLANS FOR LOCATIONS OF ALL STEEL COLUMNS - TYPICAL

NOTE: ALL APPLIANCES TO BE PROVIDED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR

NOTE: FOR BEDROOM HOOKS, MOUNT 3 BRUSHED CHROME HOOKS TO AN 8" WIDE PIECE OF PAINTED MDF. MOUNTING HEIGHT TO BE 46" AT "TYPE B" UNITS AND 48" MAX AT "TYPE A" UNITS.

NOTE: BEDROOM CLOSETS TO CONSIST OF A COMBINATION OF BUILT-IN SHELVEING AS WELL AS HIGH/LOW HANGING RODS (SEE OWNER).

NOTE: ALL VERSION 2 UNITS ARE TO MEET THE REQUIREMENTS FOR "TYPE B" UNITS AS SET FORTH IN THE ICC/ANSI A117.1-2009 & THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FAIR HOUSING ACCESSIBILITY GUIDELINES.

SOUND INSULATION NOTE: GENERAL CONTRACTOR TO PRICE OUT ALTERNATIVE INSULATION NUMBERS BASED OFF THE FOLLOWING:
-INSULATION @ BEDROOM TO BEDROOM WALLS
-INSULATION @ BEDROOM TO LIVING ROOM WALLS
-INSULATION @ BEDROOM TO HALLWAY WALLS
-INSULATION @ TOILET ROOM WALLS

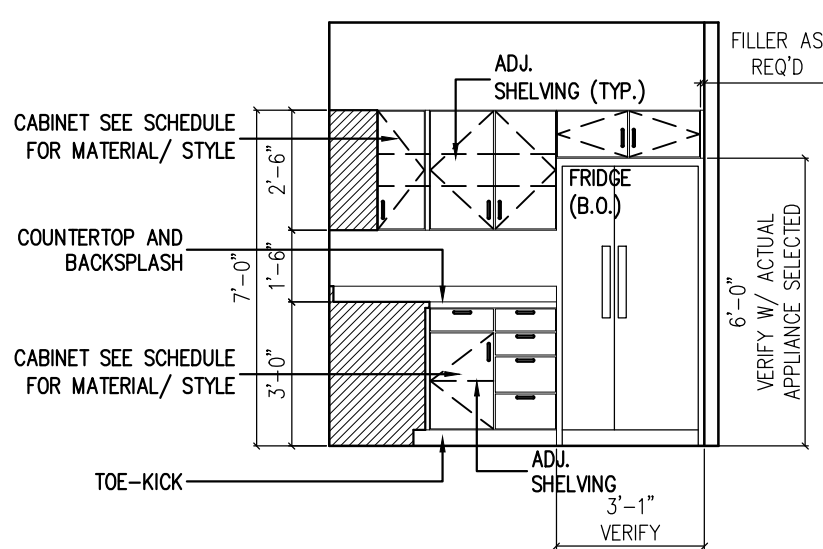
NOTE: ALL INTERIOR APT UNIT WALLS ARE TYPE WT1 UNLESS NOTED OTHERWISE

(APARTMENT UNIT PERIMETER AND DEMISING WALL TYPES ARE DIFFERENT AND CAN BE FOUND ON OVERALL FLOOR PLANS)

VERSION 2 UNIT FLOOR PLAN

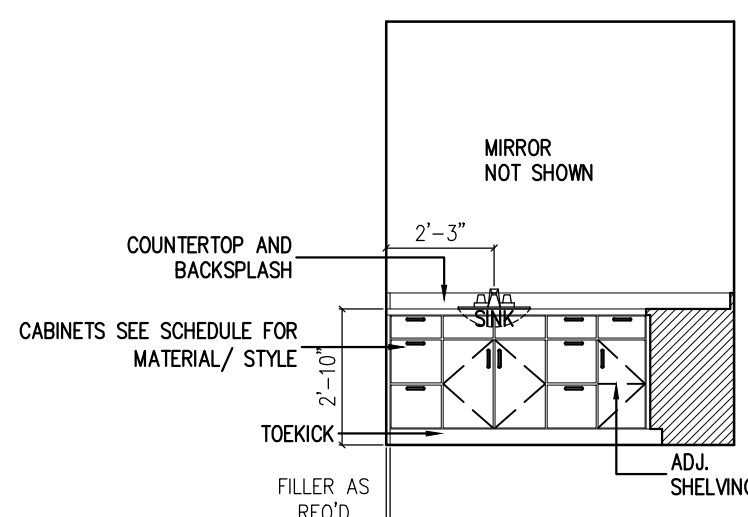
1/4"=1'-0"

MANAGER UNIT



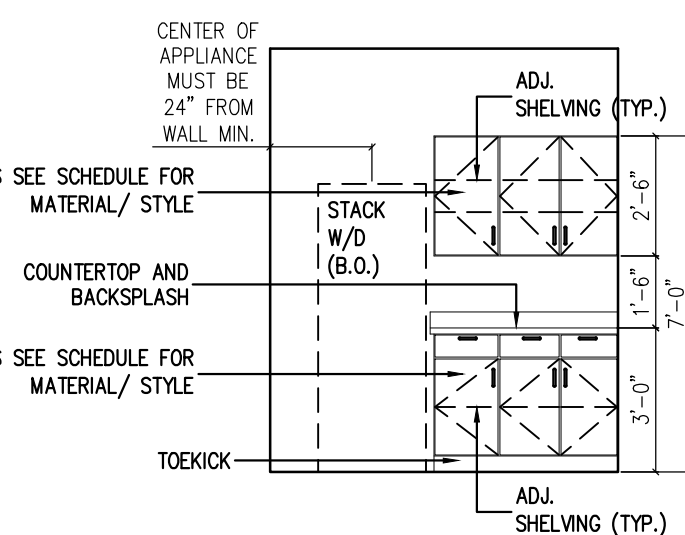
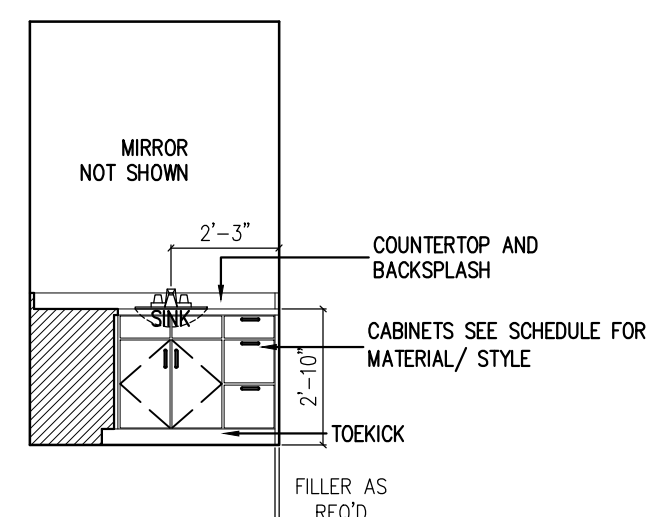
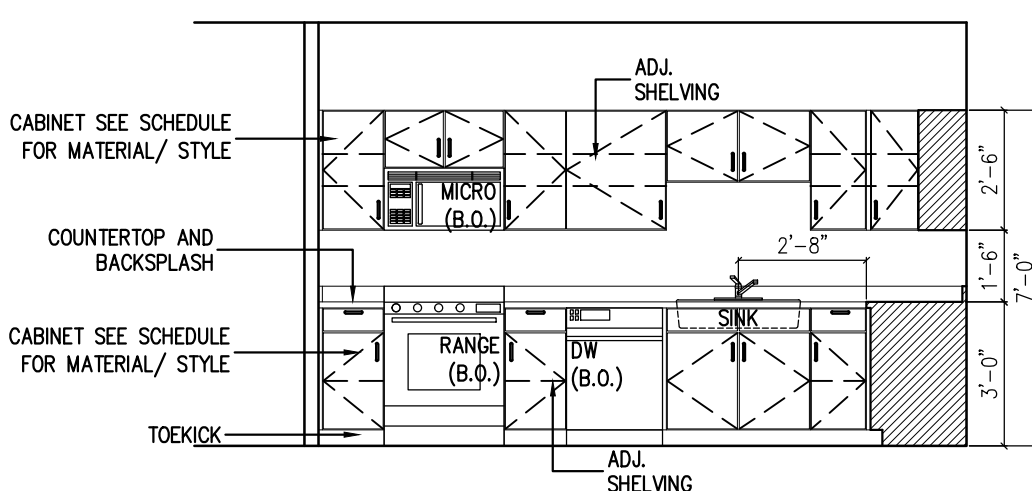
INTERIOR ELEVATIONS - KITCHEN

SCALE: 1/4" = 1'-0"



INTERIOR ELEVATIONS - VANITY 5

SCALE: 1/4" = 1'-0"



INTERIOR ELEVATION - UTILITY 4

SCALE: 1/4" = 1'-0"

VERSION 2 - TYPICAL ELEVATIONS

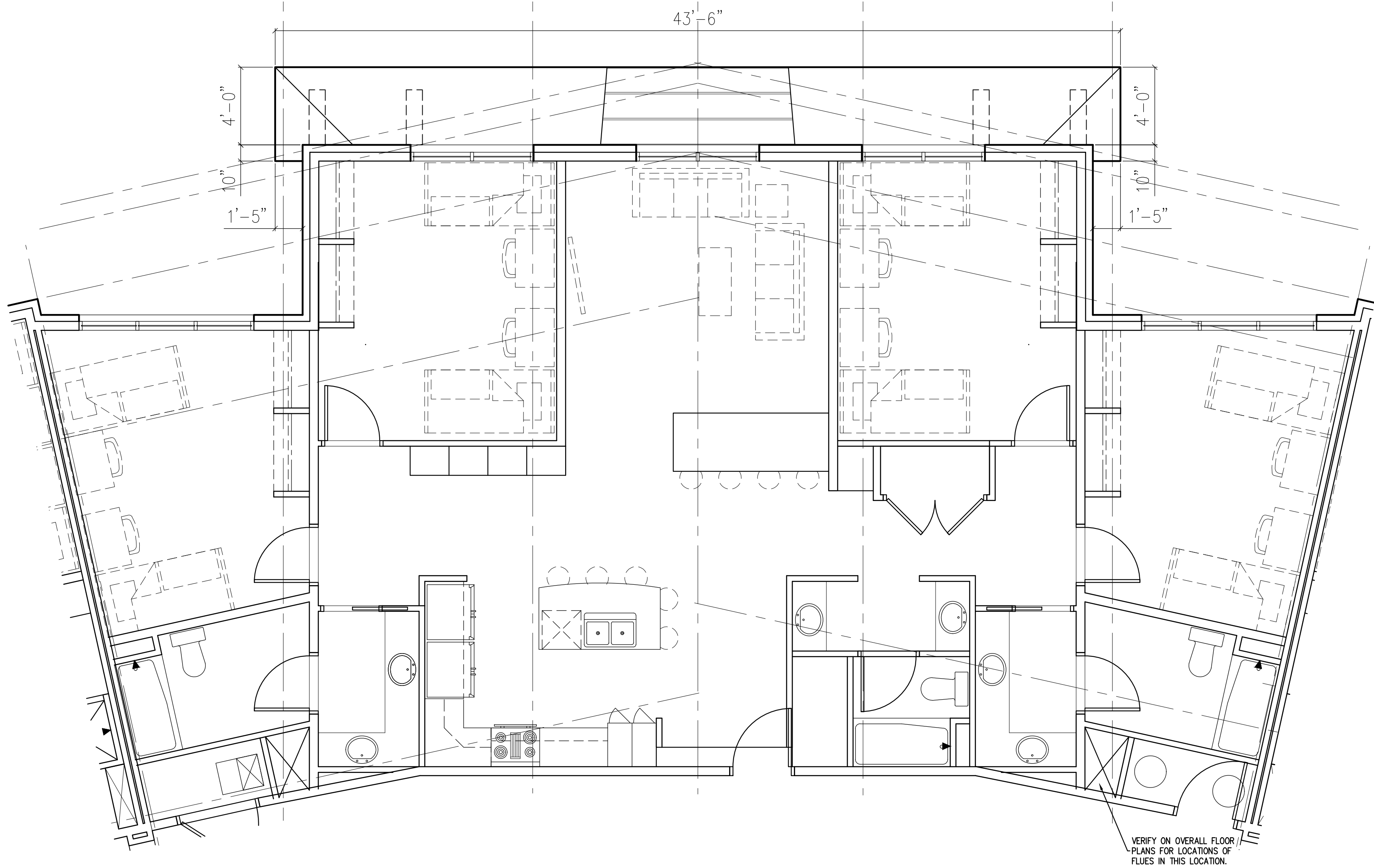
1/4"=1'-0"

- GENERAL NOTES:
- SEE OVERALL FLOOR PLANS FOR EXACT ORIENTATION OF UNITS - TYPICAL. SEE OVERALL FLOOR PLANS FOR ALL COMMON AREA WALLS, EXTERIOR
 - WALLS, AND SEPARATION WALLS. PROVIDE BACKING FOR FUTURE GRAB BARS - TYPICAL ALL UNITS.
 - SEE STRUCTURAL DRAWINGS FOR COLUMN LOCATIONS, SHEAR WALL LOCATIONS, & HOLDOWN AND STRAP LOCATIONS. AT ALL FLOOR TRANSITIONS PROVIDE A BRUSHED CHROME SCHLUTER
 - STRIP. (PROVIDE A MARBLE THRESHOLD AT THE BATHROOM AND LAUNDRY/FURNACE ROOM TRANSITIONS.)
 - SEE SHEET A3.7 FOR WALL TYPES
 - EXTERIOR WALLS VARY FROM PLAN TO PLAN. SEE OVERALL FLOOR PLANS FOR EXACT LAYOUTS. TYPICAL SEE FLOOR PLANS FOR COMMON DOOR AND WINDOW CALL-OUTS
 - PROVIDE BACKING FOR ANY HOOKS AND FOR ANY WALL MOUNTED
 - DESKS IN THE BEDROOMS - TYP. - VERIFY EXACT HEIGHT W/ OWNER. MAX REACH FOR WINDOW LOOKS, SWITCHES, THERMOSTATS, ETC...
 - TO BE 48".
 - THE GYPCRETE AT THE SHOWERS/TUBS MUST BE INSTALLED PRIOR TO SHOWER INSTALLATION TO MAINTAIN THE 1 HOUR FLOOR CEILING.
 - MILLWORK/COUNTERTOP CONTRACTOR MUST FIELD-VERIFY ALL DIMENSIONS.

NOTE: WHERE POSSIBLE, DO NOT LOCATE PLUMBING IN SEPARATION WALLS BETWEEN UNITS - TYPICAL. IF PLUMBING MUST BE LOCATED IN SEPARATION WALLS BETWEEN UNITS, THE PENETRATION MUST MEET TESTED LISTING FOR PENETRATIONS AT SEPARATION WALLS - SEE MECH./PLUMBING DRAWINGS AND DETAILS.

THESE DRAWINGS OR ANY PARTS THEREOF, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED ON OTHER WORK WITHOUT THEIR WRITTEN CONSENT

PLOT DATE: 12/20/2021 Q:\acad\files\SNOW COLLEGE APARTMENT RICHFIELD\dwg\SU_4-01-09-unit4.dwg



VERSION 4 UNIT FLOOR PLAN

1/4"=1'-0"

TYPICAL UNIT

NOTE: SEE OVERALL PLANS FOR WALL TYPES OF ALL APT. PERIMETER WALLS.

NOTE: SEE OVERALL PLANS FOR LOCATIONS OF ALL STEEL COUPLING - TYPICAL.

NOTE: ALL APPLIANCES TO BE PROVIDED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR.

NOTE: FOR BEDROOM HOOKS, MOUNT 3 BRUSHED CHROME HOOKS TO AN 18" WIDE PIECE OF PAINTED MDF. MOUNTING HEIGHT TO BE 46" AT "TYPE B" UNITS AND 48" MAX AT "TYPE A" UNITS.

NOTE: BEDROOM CLOSETS TO CONSIST OF A COMBINATION OF BUILT-IN SHELVEING AS WELL AS HIGH/LOW HANGING RODS (SEE OWNER).

NOTE: ALL VERSION 1A UNITS ARE TO MEET THE REQUIREMENTS FOR "TYPE B" UNITS AS SET FORTH IN THE ICC/ANSI A117-2009 & THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FAIR HOUSING ACCESSIBILITY GUIDELINES.

SOUND INSULATION NOTE: GENERAL CONTRACTOR TO PRICE OUT ALTERNATIVE INSULATION NUMBERS BASED OFF THE FOLLOWING:
-INSULATION @ BEDROOM TO BEDROOM WALLS
-INSULATION @ BEDROOM TO LIVING ROOM WALLS
-INSULATION @ BEDROOM TO HALLWAY WALLS
-INSULATION @ TOILET ROOM WALLS

NOTE: ALL INTERIOR APT UNIT WALLS ARE TYPE UNLESS NOTED OTHERWISE
(APARTMENT UNIT PERIMETER AND DEMISING WALL TYPES ARE DIFFERENT AND CAN BE FOUND ON OVERALL FLOOR PLANS)

FINISH SCHEDULE

F1 EXPOSED CONC. ON STAIR
F2 LVT
F3 CONCRETE - SEALED
F4 24"x24" CARPET TILE MAT
F5 12"x24" PORCELAIN TILE
F6 CARPET TILE

SMOOTH WOOD CUTS

WOOD BASE WOOD CROWN
NOTE: CUTS TO BE AT 45 DEGREES

B1 1x4 WOOD BASE - PAINTED
B2 4" TILE BASE
B3 4" RUBBER BASE
B4 4" CARPET BASE
B5 NONE

W1 5/8" TYPE X GYPSUM BOARD-(LIGHT KNOCK-DOWN TEXTURED FINISH) PAINTED

W2 TILE (SEE INT. ELEVATIONS FOR HEIGHT)

W3 EPOXY PAINT

W4 STRUCTURE - PAINTED

W5 STRUCTURE - EXPOSED

C1 SEE REFLECTED CEILING PLANS FOR CEILING FINISH

NOTE: REFER TO SCHEDULES WITHIN THE SPEC BOOK (PROJECT MANUAL) FOR THE SPECIFIC COLORS/MATERIALS.

NOTE: SEE FINISH PLANS FOR ACCENT WALLS - VERIFY COLORS WITH ARCHITECT. (ALL ACCENT WALLS TO RETURN TO AN INSIDE CORNER - TYP.)

NOTE: SEE FOR TYPICAL TILE INSTALLATION DETAILS.

NOTE: WALL MATERIAL LISTED ON FINISH SCHEDULE ABOVE DOES NOT LIST THE ENTIRE WALL SYSTEM--ONLY THE EXTERIOR LAYER (FOR COMPLETE SYSTEM & RATING CONSTRUCTION, SEE WALL TYPES / SECTIONS)

NOTE: USE WATER-RESISTANT GYPSUM BOARD AT ALL BATHROOM WET-WALL LOCATIONS.

NOTE: WINDOW COVERINGS ARE BY OWNER (TO BE COORDINATED W/ ARCHITECT).

NOTE: SEE SHEETS A1.1b, A1.2b, A1.3b & A1.4b FOR FINISH PLANS AND FINISH DETAILS

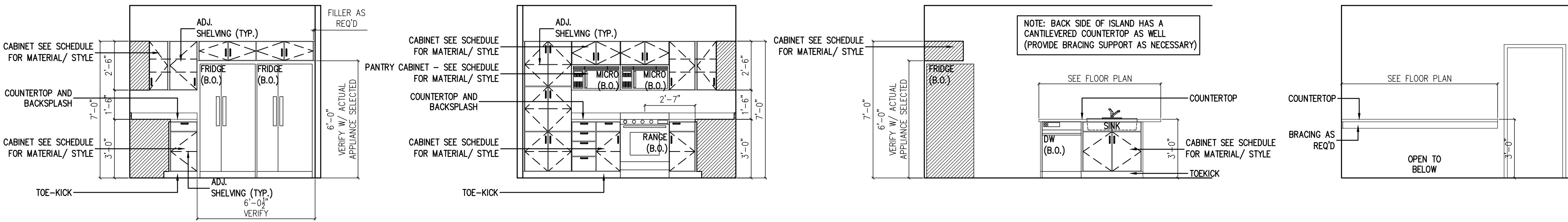
INTERIOR FINISH KEY NOTES

- 1 RED CEDAR WALL ACCENT - WESTERN RED CEDAR, TEAK, DELTA MILLWORKS
- 2 PAINT WALL ACCENT GREEN - DANGEROUS, RL4317, RALPH LAUREN
- 3 PAINT WALL ACCENT BLUE - BELLCAST, RL4378, RALPH LAUREN
- 4 PAINT WALL ACCENT RUST - AGED WHISKEY, RL4054, RALPH LAUREN
- 5 STONE WALL ACCENT - ALMOND, MEXWARE, DAL TILE
- 6 CERAMIC WALL TILE - 8x10 STACKED BOND, MATTE PARAMOUNT WHITE, MY67, IDENTITY WALL, DAL TILE
- 7 4x8" PANEL - TRUSS PURE WHITE, VARIA ECORESIN, 3 FORM
- 8 CABINETS - W200 AIMTOO SAVATRE, TIMBERLINE, PANOLAM
- 9 CABINETS - LAMINATE, 7850-60, BEIGEWOOD, WILSONART
- 10 COUNTERTOP - QUARTZ, BURNBURY, CAMBRIA
- 11 COUNTERTOP - QUARTZ, TWILIGHT, BASIX
- 12 CABINETS - LAMINATE, 7970K-18, HIGHLINE, WILSONART

ADDITIONAL INTERIOR SPECIFICATIONS

- FLOOR TILE- 12"x24" BRICK BOND, LIGHT POLISHED, P687 SOLEIL LINEN, FABRIQUE, DAL TILE
- LUXURY VINYL TILE (LVT)- BRICK BOND, 0648V NATURAL, 48250, SOLITUDE, SHAW
- CARPET TILE- 00576 STONEWORK, RWST 26869, TUFTEX
- CARPET TILE MAT- 24"x24" RUFFIAN II 38 OZ, EBONY EARTH, MANNINGTON
- GENERAL PAINT COLOR- BRILLIANT WHITE, RL4001, RALPH LAUREN

--- DENOTES ACCENT WALL SEE KEY NOTE FOR MATERIAL/FINISH



INTERIOR ELEVATIONS - KITCHEN

SCALE: 1/4" = 1'-0"

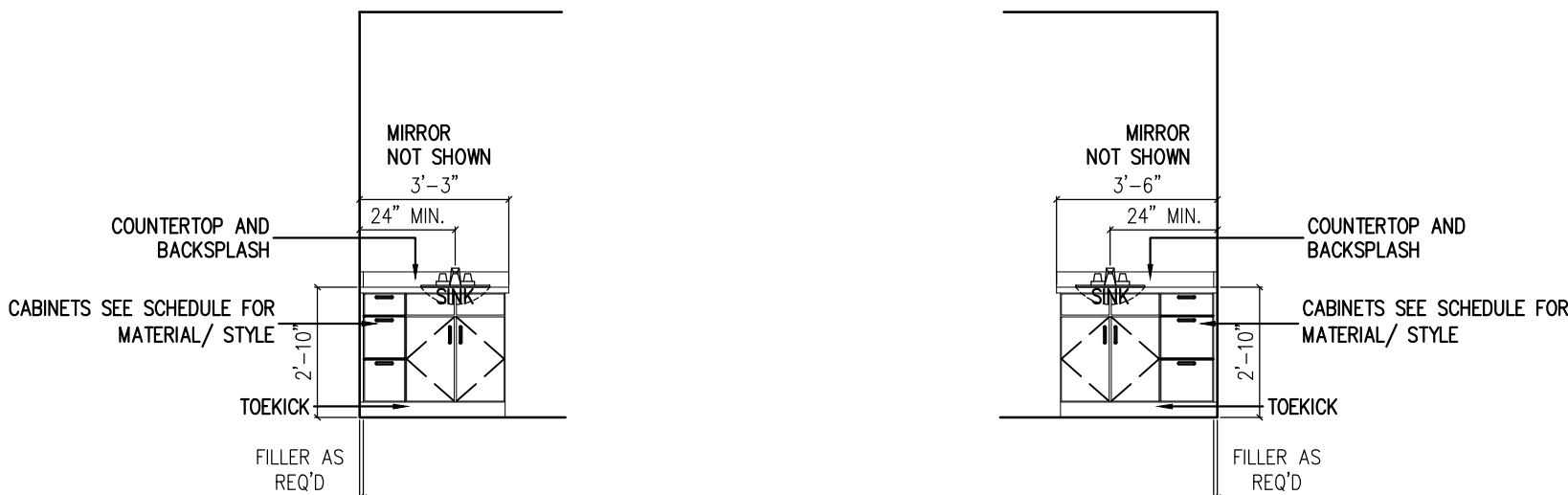


INTERIOR ELEVATION - BATHROOM 6

SCALE: 1/4" = 1'-0"

INTERIOR ELEVATION - BATHROOM 5

SCALE: 1/4" = 1'-0"



INTERIOR ELEVATION - BATHROOM 4

SCALE: 1/4" = 1'-0"

INTERIOR ELEVATION - BATHROOM 12 & 13

SCALE: 1/4" = 1'-0"

VERSION 1A - TYPICAL ELEVATIONS

1/4"=1'-0"

REVISIONS

DRAWN BY BKH

HARRIS ARCHITECTURE
3520 N UNIVERSITY AVENUE #200, PROVO UT 84604 | 801-577-6303 | WWW.HARRISARCHITECTURE.COM

A NEW STUDENT APARTMENT PROJECT IN RICHFIELD, UTAH

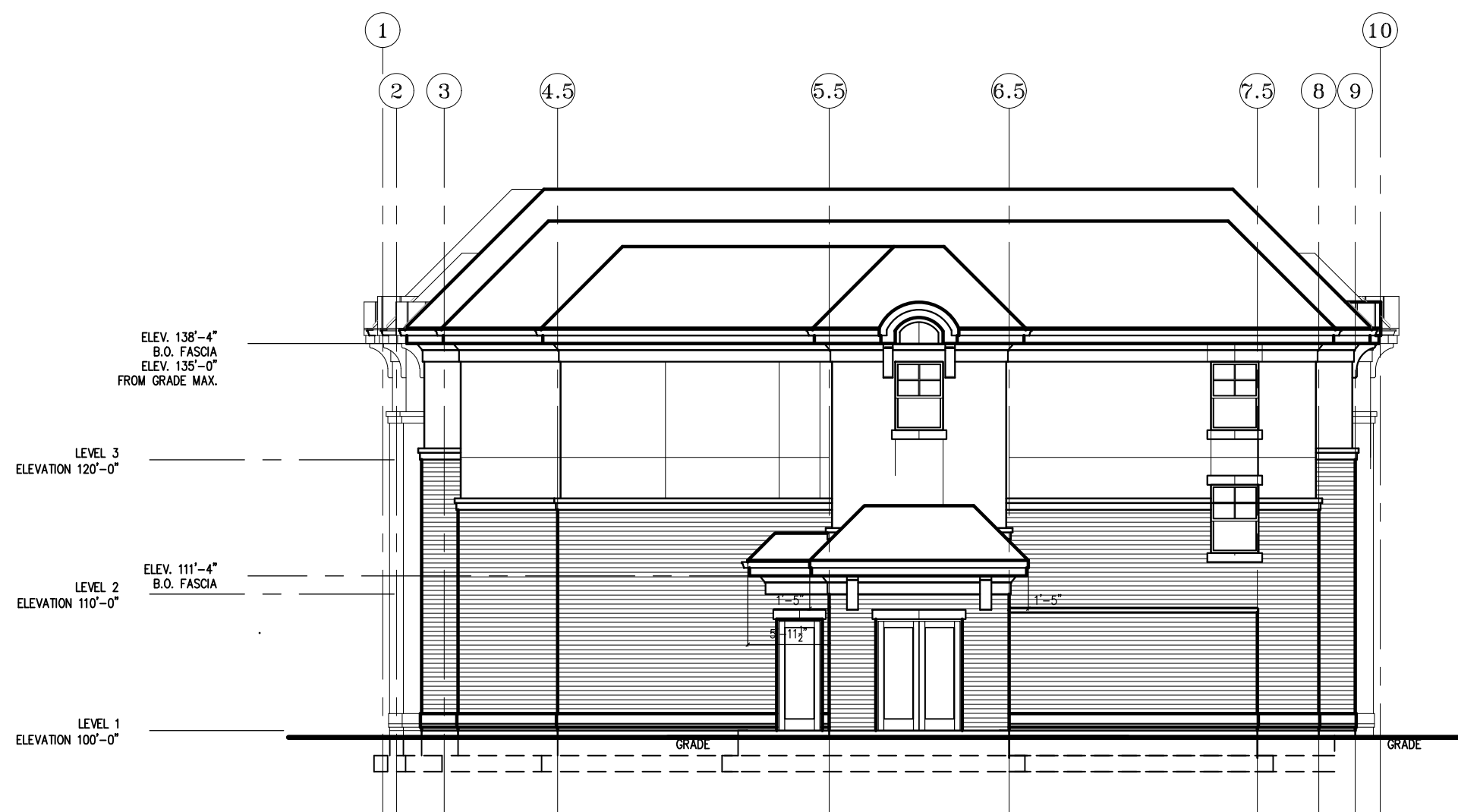
SNOW STUDENT HOUSING

TYPICAL UNIT PLANS - 1/4" (VERSION 4)

JAN. 2022

A1.9

PRELIMINARY APPROVAL - 12-28-2021

**1 FRONT ELEVATION**
SCALE: 3/32" = 1'-0"**2 RIGHT SIDE ELEVATION**
SCALE: 3/32" = 1'-0"**SITE CONSTRUCTION**

- (2) FINISH GRADE - SLOPE AWAY 1/2 INCH PER FOOT MIN.
(2) ENGINEERED GRAVEL FILL - SEE STRUCT. & GEOTECH.
(2) PERFORATED DRAIN PIPE AT PERIMETER - SEE CIVIL & GEOTECH.

CONCRETE

- (1) CONCRETE FOUNDATION WALL - SEE STRUCTURAL DRAWINGS
(1) CONCRETE FOOTING - SEE STRUCTURAL DRAWINGS
(1) 4" REINFORCED CONCRETE SLAB - SEE STRUCT. DWGS.
(1) 1" GYPCRETE (SEALED WHERE FLOOR FINISH REQUIRES GLUE DOWN) OVER 1/4" SOUND REDUCTION MAT (IF OWNER CHOOSES TO ELIMINATE SOUND MAT THE GYPCRETE MUST CHANGE TO 1 1/4")
(1) 4" REINFORCED CONCRETE 0/ METAL DECK - SEE STRUCT. DWGS.
(1) 6" CONCRETE RETAINING WALL - SEE STRUCTURAL DRAWINGS
(1) CONCRETE RETAINING WALL - SEE CIVIL DRAWINGS FOR DETAILS AND LOCATIONS
(1) 10" PRECAST TRIM
(1) 8" PRECAST UNTEL
(1) 8" PRECAST SILL
(1) 8" PRECAST SILL
(1) 4" PRECAST CAP
(1) 8" CONCRETE MASONRY UNIT

MASONRY

- (1) BRICK W/ HECKMANN NO.260 22 GA. TIES NAILED TO STUDS AT 16" O.C. BOTH WAYS. CRIMP FREE END OF TIE AROUND CONTINUOUS 9 GA. WIRE IN HORIZONTAL JOINTS 16" O.C.
(1) AIR SPACE
(1) BRICK SOLIDER COURSE
(1) BRICK SOLIDER ROW LOCK

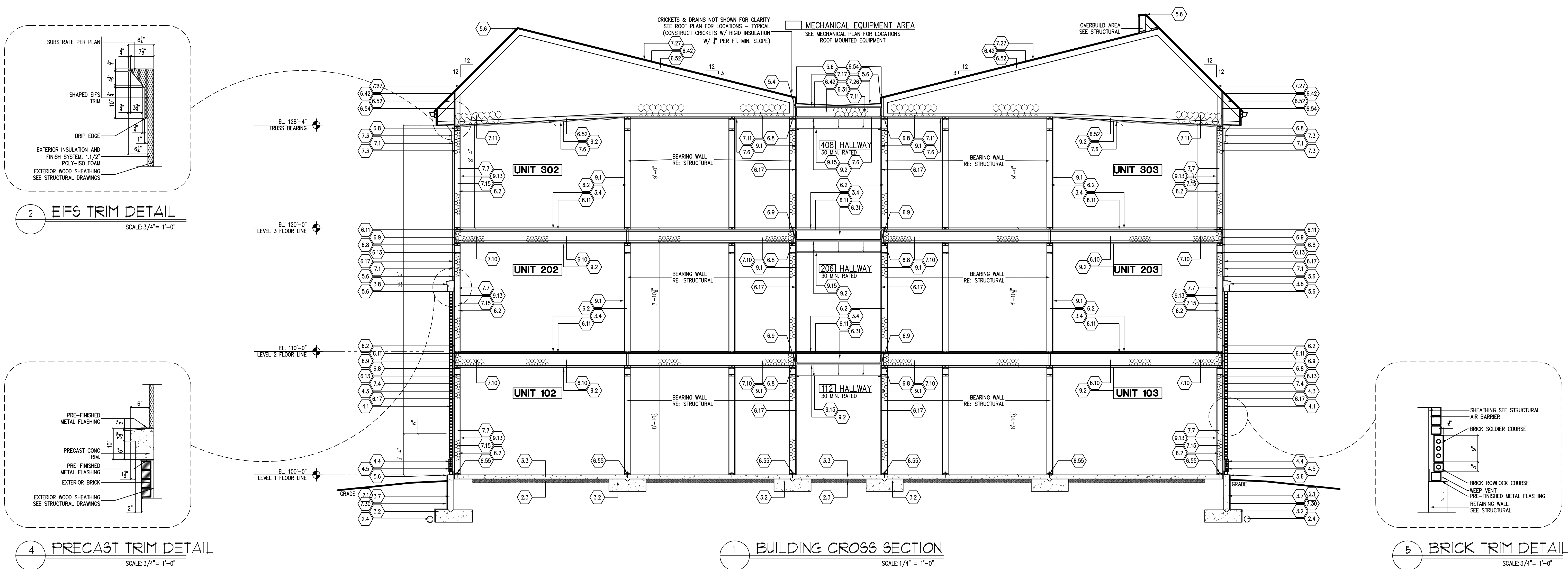
METALS

- (1) STEEL COLUMN - SEE STRUCTURAL DWGS.
(1) STEEL TUBE (PAINTED, U.O.N.) - SEE STRUCTURAL DWGS.
(1) SIMPSON HANGER - SEE STRUCTURAL DWGS.
(1) PREFINISHED METAL FLASHING
(1) STEEL ANGLE (PAINTED) - SEE STRUCTURAL DWGS.
(1) STEEL ANGLE (PAINTED) - SEE STRUCTURAL DWGS.
(1) STEEL DECK (PAINTED) - SEE STRUCT. FOR ADDITIONAL INFO.
(1) STEEL HANDRAILING (PAINTED) - +36" FROM NOSING - SEE DETAIL B/A3.4
(1) CONCRETE-FILLED STEEL PAN TREADS AND STEEL RISERS (PAINTED)
(1) STEEL GUARDRAIL (POWDER COATED AT EXTERIOR LOCATIONS-PAINTED AT INTERIOR LOCATIONS) +42" FROM FLOOR LINE SUCH THAT 4" SPHERE MAY NOT PASS THRU (SEE STRUCT. DWGS. FOR CALL-OUTS AND CONNECTION DETAILS)
(1) STEEL PLATE - SEE STRUCT.

WOOD AND PLASTICS

- (1) STEEL BEAM - SEE STRUCT.
(1) PERIMETER POUR STOP - SEE STRUCT.
(1) STEEL CHANNEL (PAINTED, U.O.N.) - SEE STRUCT.
(1) 1/2" RESILIENT CHANNELS HORIZ. 16" O.C.
(1) METAL REGLET
(1) 2 1/2"x2 1/2" STEEL POST (PAINTED) - SEE STRUCT. FOR DETAILS
(1) STEEL CANOPY (PAINTED) - SEE STRUCT.
(1) PREFINISHED ALUM. FASCIA, SOFFIT (VENTED @ PITCHED ROOFS), GUTTERS, & DOWNSPOUTS (DOWNSPOUTS DRAIN TO MEMBRANE ROOF BELOW)
(1) PREFINISHED ALUM. DRIP
(1) WOOD LEDGER - SEE STRUCT.
(1) 5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE
(1) PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING
(1) (2) RIM BOARDS - SEE STRUCT.
(1) BLOCKING - SEE STRUCT.
(1) 2x6 TREATED PLATE - SEE STRUCT.
(1) 2x8 TREATED PLATE - SEE STRUCT.
(1) RIM BOARD(S) - SEE STRUCT.
(1) 11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING
(1) 3/4" T & G SHEATHING NAIL AND GLUE
(1) 9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING
(1) BLOCKING AT +8'-0" AND AT CEILING
(1) WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS
(1) WOOD BEAM - SEE STRUCTURAL DRAWINGS
(1) 2x10 FRAMING - SEE STRUCT. DWGS.

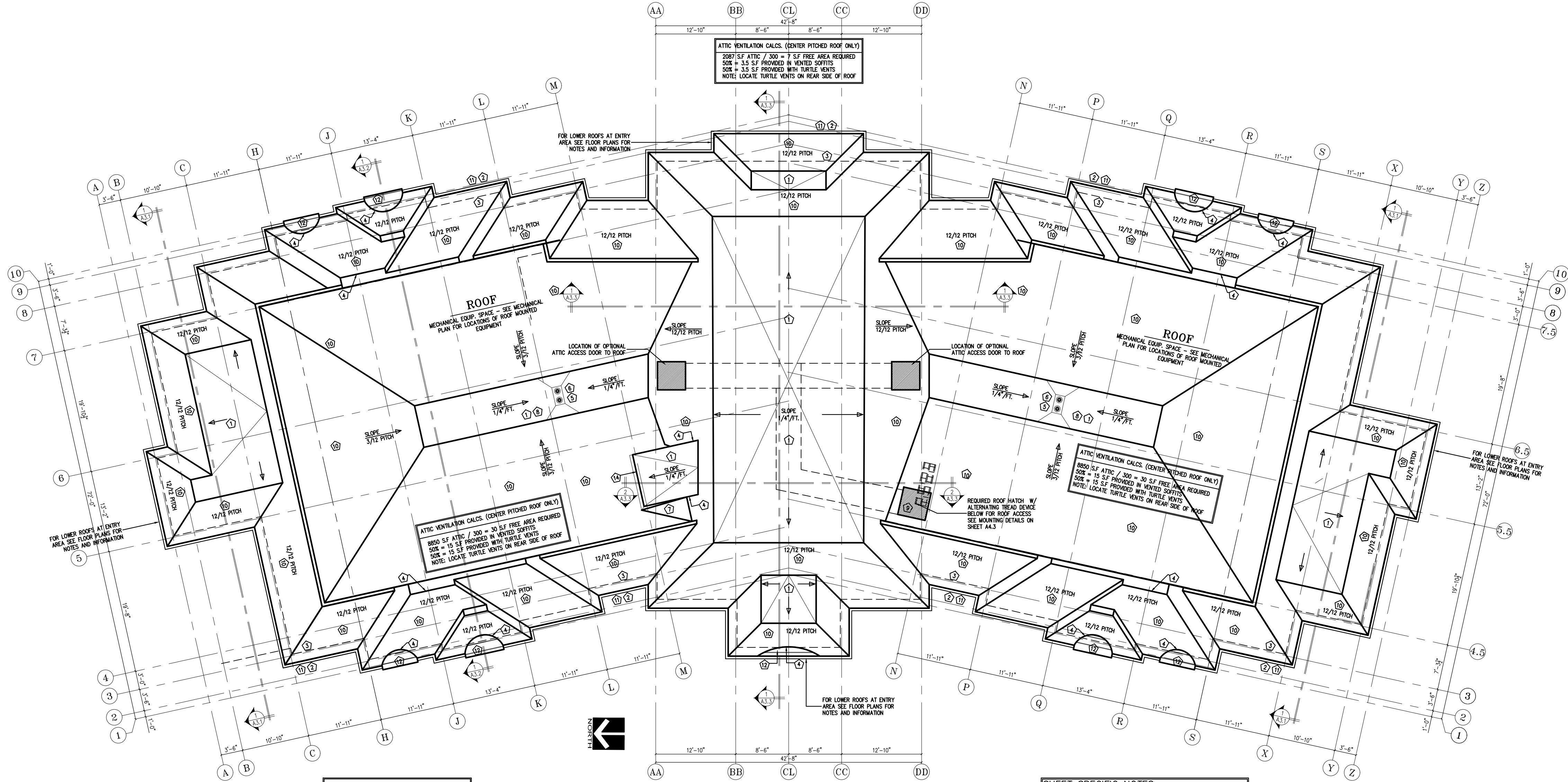
2x6 FRAMING - SEE STRUCT. DWGS.**2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)****WOOD LEDGER - SEE STRUCT.****5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE****PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING****(2) RIM BOARDS - SEE STRUCT.****BLOCKING - SEE STRUCT.****2x6 TREATED PLATE - SEE STRUCT.****2x8 TREATED PLATE - SEE STRUCT.****RIM BOARD(S) - SEE STRUCT.****11.7/8" DEEP I JOISTS - SEE STRUCT. FOR SERIES & SPACING****3/4" T & G SHEATHING NAIL AND GLUE****9 1/2" I JOIST - SEE STRUCT. FOR SERIES & SPACING****BLOCKING AT +8'-0" AND AT CEILING****WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS****WOOD BEAM - SEE STRUCTURAL DRAWINGS****2x10 FRAMING - SEE STRUCT. DWGS.****2x6 FRAMING - SEE STRUCT. DWGS.****2x4 FRAMING - SEE STRUCT. DWGS.****WOOD COLUMN - SEE STRUCT.****SOLID BLOCKING****2x12 - SEE STRUCT. FOR SPACING****2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)**



- SITE CONSTRUCTION**
- FINISH GRADE - SLOPE AWAY 1/2 INCH PER FOOT MIN.
 - ENGINEERED GRAVEL FILL - SEE STRUCT. & GEOTECH.
 - PERFORATED DRAIN PIPE AT PERIMETER - SEE CIVIL & GEOTECH.
- CONCRETE**
- CONCRETE FOUNDATION WALL - SEE STRUCTURAL DRAWINGS
 - CONCRETE FOOTING - SEE STRUCTURAL DRAWINGS
 - 4" REINFORCED CONCRETE SLAB - SEE STRUCT. DWGS.
 - 1" GYPCRETE (SEALED WHERE FLOOR FINISH REQUIRES GLUE DOWN) OVER 1/4" SOUND REDUCTION MAT (IF OWNER CHOOSES TO ELIMINATE SOUND MAT THE GYPCRETE MUST CHANGE TO 1 1/4")
 - 4" REINFORCED CONCRETE O/ METAL DECK - SEE STRUCT. DWGS.
 - 6" CONCRETE RETAINING WALL - SEE STRUCTURAL DRAWINGS
 - CONCRETE RETAINING WALL - SEE CIVIL DRAWINGS FOR DETAILS AND LOCATIONS
 - 10" PRECAST TRIM
 - 8" PRECAST UNTEL
 - 6" PRECAST SILL
 - 8" PRECAST SILL
 - 4" PRECAST CAP
 - 8" CONCRETE MASONRY UNIT
- MASONRY**
- BRICK W/ HEGEMANN NO.260 22 GA. TIES NAILED TO STUDS AT 16" O.C. BOTH WAYS. CRIMP FREE END OF TIE AROUND CONTINUOUS 9 GA. WIRE IN HORIZONTAL JOINTS 16" O.C.
 - AIR SPACE
 - BRICK SOLDIER COURSE
 - BRICK SOLDIER ROW LOCK
- METALS**
- STEEL COLUMN - SEE STRUCTURAL DWGS.
 - STEEL TUBE (PAINTED, U.O.N.) - SEE STRUCTURAL DWGS.
 - SIMPSON HANGER - SEE STRUCTURAL DWGS.
 - PREFINISHED METAL FLASHING
 - STEEL ANGLE (PAINTED) - SEE STRUCTURAL DWGS.
 - STEEL ANGLE (PAINTED) - SEE STRUCTURAL DWGS.
 - STEEL DECK (PAINTED) - SEE STRUCT. FOR ADDITIONAL INFO.
 - STEEL HANDRAILING (PAINTED) - +36" FROM NOSING - SEE DETAIL B/A3.4
 - CONCRETE-FILLED STEEL PAN TREADS AND STEEL RISERS (PAINTED)
 - STEEL GUARDRAIL (POWDER COATED AT EXTERIOR LOCATIONS-PAINTED AT INTERIOR LOCATIONS) +42" FROM FLOOR LINE SUCH THAT 4" SPHERE MAY NOT PASS THRU (SEE STRUCT. DWGS. FOR CALL-OUTS AND CONNECTION DETAILS)
 - STEEL PLATE - SEE STRUCT.
- WOOD AND PLASTICS**
- 2x4 STUDS - SEE STRUCT. FOR SPACING
 - 2x6 STUDS - SEE STRUCT. FOR SPACING
 - 2x8 STUDS - SEE STRUCT. FOR SPACING
 - 2x TREATED PLATE - SEE STRUCT. FOR BOLT PATTERN AND SPACING
 - DOUBLE-2x TOP PLATE 48" LAP SPLICE MIN.
 - RIM BOARD(S) - SEE STRUCT.
 - 11 1/8" DEEP JOISTS - SEE STRUCT. FOR SERIES & SPACING
 - 3/4" T & G SHEATHING NAIL AND GLUE
 - 9 1/2" JOIST - SEE STRUCT. FOR SERIES & SPACING
 - BLOCKING AT 48"-0" AND AT CEILING
 - WOOD SHEATHING - SEE STRUCT. FOR TYPE AND THICKNESS
 - WOOD BEAM - SEE STRUCTURAL DRAWINGS
 - 2x10 FRAMING - SEE STRUCT. DWGS.
 - 2x6 FRAMING - SEE STRUCT. DWGS.
 - 2x4 FRAMING - SEE STRUCT. DWGS.
 - WOOD COLUMN - SEE STRUCT.
 - SOLID BLOCKING
 - 2x12 - SEE STRUCT. FOR SPACING
 - 2x4 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)
 - 2x6 @ 24" O/C (BRACE TO STRUCT. WHERE REQUIRED - SEE STRUCT. DWGS.)
 - WOOD LEDGER - SEE STRUCT.
 - 5/8" WOOD SHEATHING - SEE STRUCT. FOR TYPE
 - PRE-MANUFACTURED ROOF TRUSS - SEE STRUCT. FOR SPACING
 - (2) RIM BOARDS - SEE STRUCT.
 - BLOCKING - SEE STRUCT.
 - 2x6 TREATED PLATE - SEE STRUCT.
 - 2x8 TREATED PLATE - SEE STRUCT.
- THERMAL & MOISTURE**
- EXTERIOR INSULATION & FINISH SYSTEM (EIFS) 1 1/2" THICK U.O.N. SEE DETAILS SHEET A4.8
 - EIFS - DIRECT APPLIED EIFS OVER EXTERIOR GYP BOARD SUBSTRATE (NO POLY-FOAM INSULATION)
 - EIFS TRIM - SEE DETAILS SHEET A3.6
 - AIR BARRIER - TYVEK COMMERCIALWRAP "D" OR APPROVED EQUAL, (TAPE AND SEAL SEAMS & PENETRATIONS) TYP. AT EXTERIOR WALLS. (AT GENERAL CONTRACTOR'S OPTION, A FLUID APPLIED AIR BARRIER MAY BE USED IN UOI)
 - WATERPROOF MEMBRANE
 - DOORS AND WINDOWS
 - HOLLOW METAL DOOR OR ENTRY SYSTEM
 - ALUMINUM ENTRY / WINDOW SYSTEM
 - VINYL WINDOW (SLIDING OR SINGLE HUNG) W/ INTEGRAL BRICK MOULD - SEE PLAN AND ELEVATIONS FOR SIZES/OPERATION.
- FINISHES**
- 5/8" TYPE "X" GYP BOARD
 - (2) LAYERS OF 5/8" TYPE "X" GYP BD OVER 1/2" RESILIENT CHANNEL (1-HOUR RATED CEILING)
 - 5/8" TYPE "C" GYP BOARD CEILING
 - 5/8" EXTERIOR GYPSUM SHEATHING - EQUAL TO DENS-GLASS
 - (2) LAYERS 5/8" TYPE "X" GYP BOARD (1-HOUR RATED CEILING)
 - (1) LAYER 5/8" TYPE "X" GYP BOARD OVER 3/4" FURRING CHANNELS @ 16" O/C OVER (3) LAYERS 5/8" TYPE "X" GYP BOARD (2-HOUR RATED CEILING)
 - (1) LAYER 5/8" TYPE "X" GYP BD EACH SIDE OF WALL (1-HOUR RATED WALL)
 - (2) LAYERS 5/8" TYPE "X" GYP BD EACH SIDE OF WALL (2-HOUR RATED WALL)
 - 5/8" TYPE "X" GYP BD OVER 2x FRAMING
 - (1) LAYER 5/8" TYPE "X" GYP BOARD (1-HOUR RATED WALL FROM INTERIOR SIDE ONLY)
 - 5/8" TYPE "C" GYP BD ATTACHED TO METAL SUSPENDED SYSTEM
 - 2x2 SUSPENDED ACOUSTICAL CEILING

THESE DRAWINGS OR ANY PARTS THEREOF, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED ON OTHER WORK WITHOUT THEIR WRITTEN CONSENT.

PLOT DATE: 12/20/2021 Q:\ACADFILES\SNOW COLLEGE APARTMENT RICHFIELD\dwg\A5-01-RP.dwg



NOTE: ROOF ACCESS WILL BE REQUIRED TO BOTH SIDES OF THIS ROOF. ACCESS WILL BE OBTAINED THROUGH PRIMARY ROOF HATCH PROVIDED SEE NOTE 10. ALL AREAS OF THE ROOF CAN THEN BE ACCESSED BY EITHER PROVIDING A WALKWAY THRU THE ATTIC TO ADDITIONAL ATTIC ACCESS DOORS SHOWN OR BY PROVIDING AN EXTERIOR SHIP LADDER FOR ACCESS OVER CENTER ROOF.

NOTE: CONTRACTOR TO PROVIDE 2" PLYWOOD 4" WALKWAY THRU ATTIC IF OPTION IS SELECTED FOR ROOF ACCESS

NOTE: CONTRACTOR TO PROVIDE DRAFT STOPS IN ATTIC SPACES SUCH THAT THE AREA DOES NOT EXCEED 3,000 S.F. PER IRC 716.4.2. DRAFT STOPS SHALL ALSO BE CONSTRUCTED ABOVE AND IN LINE WITH UNIT SEPARATION WALLS. REQUIRED OPENINGS IN DRAFT STOP LOCATIONS SHALL BE CONSTRUCTED OF DRAFT STOP MATERIALS AND BE PROTECTED BY SELF-CLOSING DOORS WITH AUTOMATIC LATCHES CONSTRUCTED AS REQUIRED FOR THE PARTITIONS PER IRC 716.4.11

1 ROOF PLAN
SCALE: 3/32" = 1'-0"

- SHEET SPECIFIC NOTES**
1. PVC ROOF MEMBRANE - SEE SPECIFICATIONS (CLASS B RATED) (EPM ALTERNATE)
 2. LINE OF ROOF
 3. LINE OF WALL
 4. PREFINISHED METAL FLASHING
 5. ROOF DRAIN - PROVIDE HEAT TAPE AT ALL DRAINS AND AT ALL PIPES IN UN-TEMPERED SPACES
 6. OVERFLOW 4" ABOVE ROOF DRAIN - PROVIDE HEAT TAPE AT ALL DRAINS AND AT ALL PIPES IN UN-TEMPERED SPACES
 7. CRICKET
 8. TRAFFIC BEARING ROOF DECK SURFACE
 9. 4'X4' ROOF ACCESS DOOR
 10. ASPHALT SHINGLES - SEE SPECIFICATIONS
 11. PREFINISHED ALUM. GUTTERS - DOWNSPOUT TO LOW ROOF (PROVIDE HEAT TAPE)
 12. PREFINISHED STANDING SEAM METAL ROOF (CLASS A RATED) - SEE EXTERIOR ELEVATIONS & ROOF PLAN FOR NOTE REGARDING SNOW GUARDS
 13. ATTIC ACCESS DOOR
 14. CANT STRIP

FOR ATTIC VENTILATION CALC. SEE EACH INDIVIDUAL PITCHED ROOF THIS SHEET

NOTE: ALL MECHANICAL EQUIP. SHALL BE PLACED ON SOUND ISOLATION PLATFORM - (FOR MFG'S. RECOMMENDATIONS) SEE MECHANICAL DWGS.

NOTE: CRICKET AND SLOPE LAYOUT IS SCHEMATIC. SEE SHOP DRAWINGS FROM INSULATION MFG. AND INSTALLER FOR EXACT LAYOUT. - CRICKETS SHOWN ARE REPRESENTATIONAL ONLY

NOTE: CONSTRUCT CRICKETS WITH ROD INSULATION SLOPE 1/4"/FT. MIN. (PROVIDE CRICKETS AT ALL MECHANICAL EQUIP. LOCATIONS)

NOTE: SLOPE ALL TOPS OF PARAPETS BACK TO MAIN ROOF AT 1/4"/FT. MIN. (TYPICAL)

NOTE: ALL MECHANICAL EQUIP. SHALL BE PLACED BEHIND THE TALLER PARAPETS WHEREVER POSSIBLE - SEE MECH. DWGS.

NOTE: PROVIDE HEAT TAPE AT ALL DRAINS AND AT ALL PIPES IN UN-TEMPERED SPACES

NOTE: PROVIDE ICE AND WATER SHIELD 4" ALL EAVE, RIDGE AND VALLEY LINES AT PITCHED ROOFS (6"-0" WIDE) MUST EXTEND A MIN. OF 24" PAST WIND SIDE OF ROOF AT ALL EAVE LOCATIONS--OR 6" TOTAL--WHICHEVER IS GREATER

NOTE: GENERAL CONTRACTOR AND FRAMING SUB-CONTRACTOR TO ADJUST FLOOR AND ROOF FRAMING MEMBERS TO ALLOW FOR PLUMBING (FUTURE SHIPS, ROOF HATCHES, ETC.)

NOTE: PROVIDE WALKWAY PASS AROUND ROOF HATCHES AND TO ALL UNITS ON THE ROOF.

NOTE: ALL ROOF PENETRATIONS TO BE DETERMINED & INSTALLED BY ROOFING SUBCONTRACTOR. COORDINATE ALL LOCATIONS W/ ALL APPLICABLE TRADES.

NOTE: WHERE POSSIBLE, INSTALL TURTLE VENTS ON BACK SIDE (LEAST VISIBLE SIDE) OF PITCHED ROOFS.



**SNOW
COLLEGE
RICHFIELD**

new student housing
feasibility report

methodstudio

feasibility report
revised february 9, 2021

LIST OF PROGRAM SPACES RECOMMENDED / ACCOMMODATED

Approach Narrative:

Snow College desired a facility with 50 beds and limited amenities working with a total budget of \$2.5 million. After future design fees and soft costs are estimated and removed, it was understood that the remaining construction budget would need to be in the range of \$2.2 million. Working with today's market rates for inexpensive but quality wood construction, we have come to a conclusion that an estimated 32 beds can be afforded with the budget available. We arranged these beds into 4 and 8 bed suites to maximize our efficiency to accommodate the most beds per square foot of constructed building. Single bed units were most desirable to the college so we have arranged the beds in private and semi-private rooms to provide some variety and cost options for residents. Amenities have been kept to a minimum and we have only recommended what could be considered a baseline amount of common spaces for residents. See the list below for total spaces recommended for the floor plan.

32 total beds

Floor Plan Option 01

(3) 8-bed suites and (2) 4-bed suites w/ (1) furnace room each, accessible from hallway

Floor Plan Option 02

(2) 8-bed suites and (4) 4-bed suites w/ (1) furnace room each, accessible from hallway

Each 4-bed suite contains all single beds

Each 8-bed suite contains (4) single beds and (4) semi-private beds

All suite types provide (2) restrooms for residents

(8) bed suites have all restroom sinks outside the shower/toilet rooms

(4) bed suites have one sink inside and one sink outside the shower/toilet rooms

Common student lounge w/ TV and fireplace

Common laundry room with (4) washers and (4) dryers, counter for folding

(1) unisex public restroom for visitors

(1) admin office

Janitor sink/closet

Mechanical room

Electrical/telecom room

Semi-enclosed common computer workstation area

BUILDING SYSTEMS CONSIDERATIONS

Approach Narrative:

When considering building systems there is a sliding scale between low-cost and high-cost, with the more long-term efficiency and low-maintenance options being on the high-cost end and the less-efficient and higher-maintenance options on the low-cost end. We have taken this into account in our recommendations below. With this being a state-run, DFCM facility we wanted to steer away from the lowest-end options but also be respectful of cost due to the lower-end budget available for the project. Structurally, the only real option is a basic wood stud construction. HVAC options are a little more numerous and some of the pros/cons are listed. We recommend a solution similar to a residential home furnace and AC unit based on the project budget. Although other options are available for discussion during design, they may not be viable with the current budget. Water heater options are the last system listed with only two real options at this point. A common WH for the building and individual water heaters per unit. We ended up recommending a common WH based on budget limitations.

STRUCTURAL ASSUMPTIONS

\$ = Concrete slab-on-grade, single-story, wood stud framing, pre-fab wood roof trusses (recommended)

HVAC ASSUMPTIONS

Options available

\$ = PTAC – hotel-like, zoned per bed, easy to swap out whole unit, noisy, bump-out into room

\$\$ = Res. Furnace/AC – no zoning, low interior space impact, external condenser location required on site or roof (recommended)

\$\$\$ = VRF (variable refrigerant) – semi-zonable, \$ efficient long term

\$\$\$\$ = 4-Pipe system – requires common boiler/chiller mech room, fan coils in each zone, \$ efficient, redundancy built-in, maintenance consolidated

WATER HEATER ASSUMPTIONS

\$ = Common WH, least expensive, more efficient, less maintenance (recommended)

\$\$ = Individual WH's in each unit, more maintenance, need additional interior space, quicker HW to fixtures

PRELIMINARY CODE CONSIDERATIONS

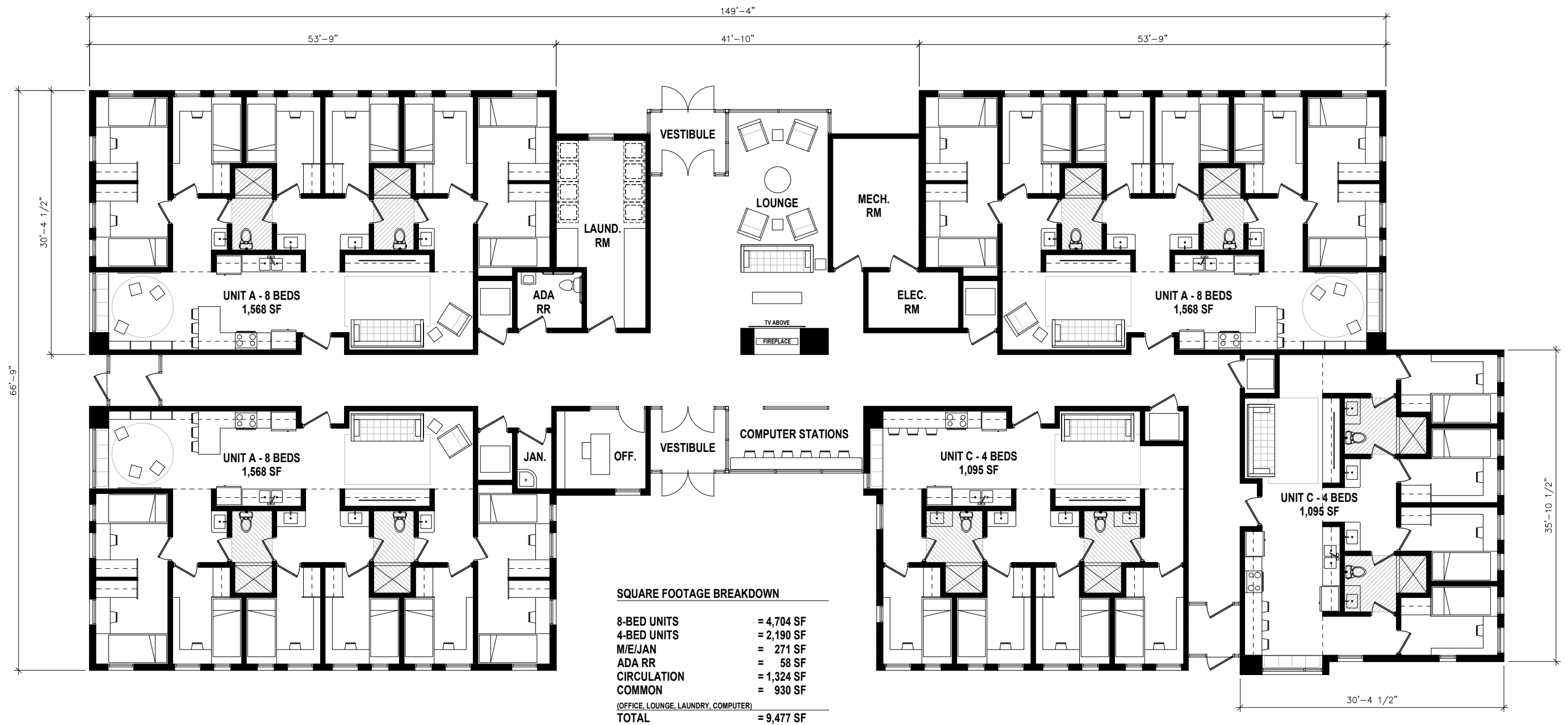
2018 IBC
Type VB wood construction
Occupancy type: R2 dormitories
NFPA 13R fire-sprinkled

BUILDING MATERIALS CONSIDERATIONS / ASSUMPTIONS

Sloped asphalt shingle roof
Batt insulation
Tyvek building wrap
Fiber-cement board siding/panels
Vinyl windows
Options to lower cost/SF if acceptable to College/DFCM
Stucco on exterior
Romex cabling
½" gypsum board

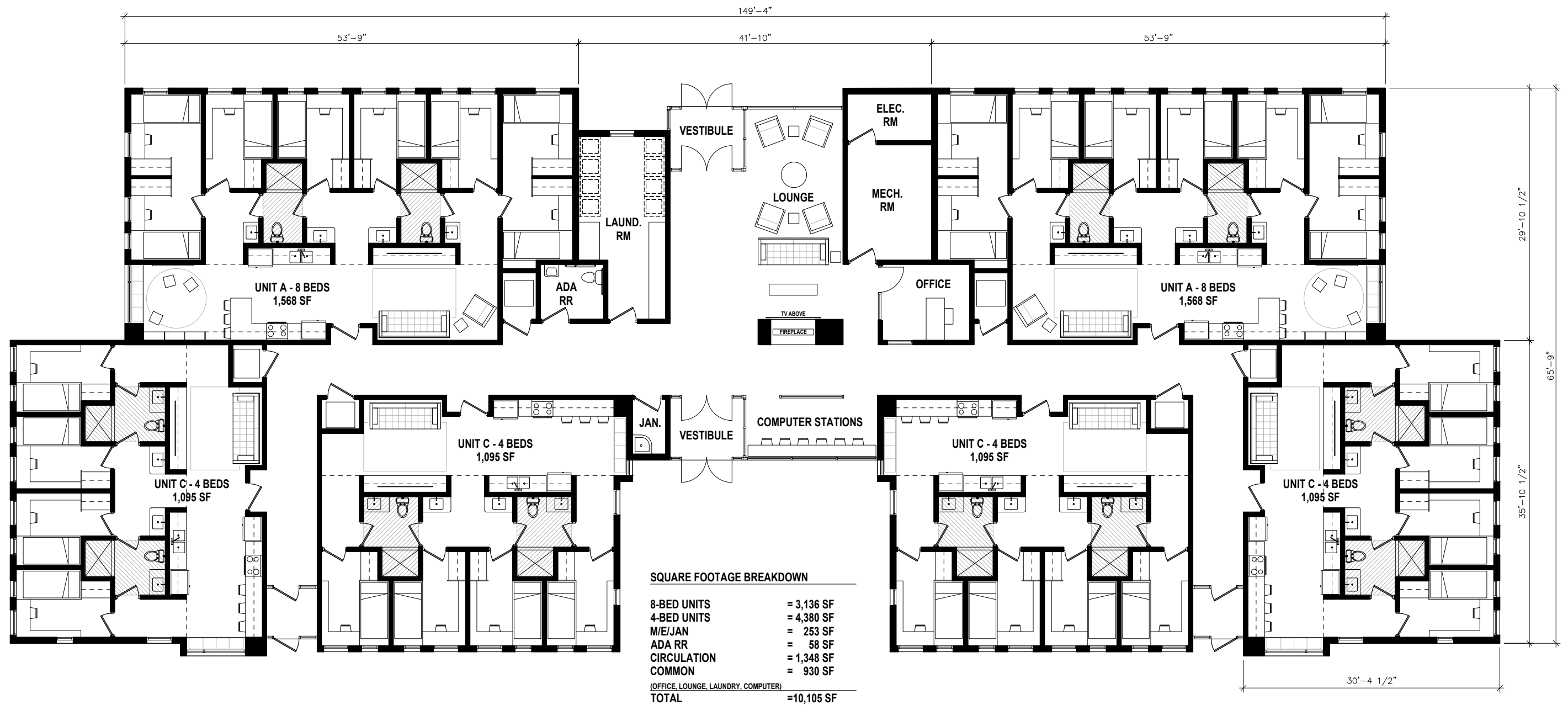
PRELIMINARY PROBABLE COST (based on current market information)

Option 01: \$240 to \$250/SF x 9,477 SF = \$2,275,000 to \$2,370,000
Option 02: \$240 to \$250/SF x 10,105 SF = \$2,425,000 to \$2,527,000



FLOOR PLAN TEST FIT - OPTION 01
SNOW COLLEGE RICHFIELD - NEW STUDENT HOUSING

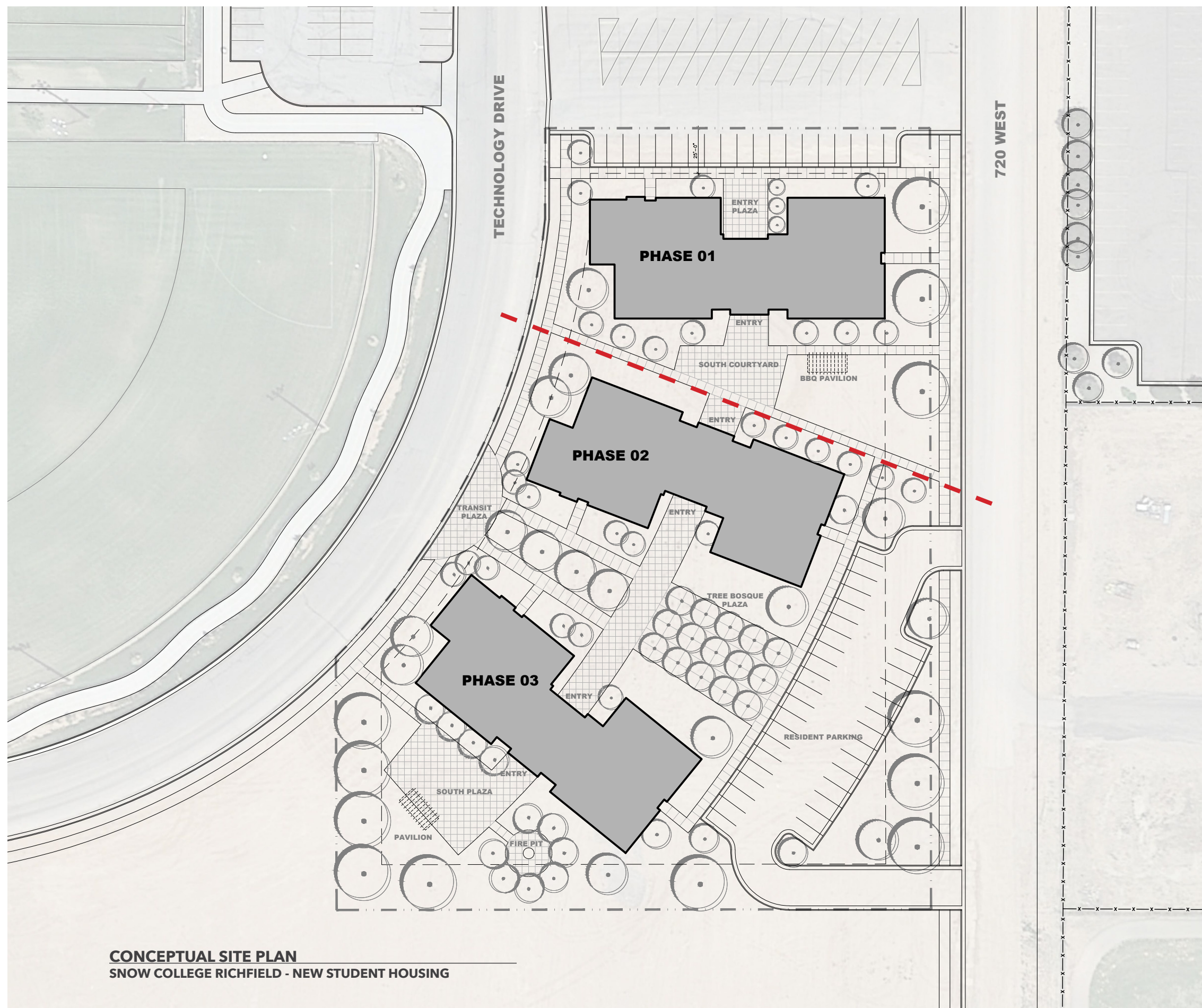
BUILDING STATISTICS	
MAIN LEVEL SQ. FT.	= 9,477 SQ. FT.
MAIN LEVEL BEDS	= 32 BEDS



FLOOR PLAN TEST FIT - OPTION 02
SNOW COLLEGE RICHFIELD - NEW STUDENT HOUSING

BUILDING STATISTICS	
MAIN LEVEL SQ. FT.	=10,105 SQ. FT.
MAIN LEVEL BEDS	= 32 BEDS





CONCEPTUAL SITE PLAN
SNOW COLLEGE RICHFIELD - NEW STUDENT HOUSING

MASTER PLAN DESIGN

Approach Narrative:

Phase 01 of the project will include a single-story residence hall that is sited on the north section of the proposed building site - south of the existing parking lot and between Technology Drive and 720 West. The residence hall is to be oriented with the primary entrance facing north toward the existing campus. The area immediately adjacent and south of the proposed building would be developed into various student gathering spaces (ie. bbq pavilion, seating areas, other amenities). Additional parking stalls (19±) to be located on the project site adjacent the front of the proposed building.

Phase 02 and 03 will continue to the south and will follow the gentle curve of Technology Drive - resulting in a radial plan scheme for the layout of future buildings, amenities and parking.

The centralized lobby with access points at the front and rear of each building allows for a continuous path between buildings - enhancing the connectivity of the student community. This site approach creates several pockets and courtyards for the development of student amenities and other landscape interventions.

Future residential parking to be provided at the southeast corner of the proposed site - 35± stalls are shown on the current plan as part of phase 02/03.

Note: Floor Plan Option 01 was used to generate the conceptual site plan. If Floor Plan Option 02 is selected, the conceptual site plan will need to be adjusted/redesigned to accommodate the longer building footprint of option 02.



Student Housing Demand

Recently being designated as the Technology College for Utah's central region, with the majority of our Technical Education (TE) programs being offered at the Richfield campus, we serve students from a large geographic area (Wayne, Paiute, Millard, Juab, Sevier, Sanpete counties) that extends beyond a reasonable commuting distance. Furthermore, with the addition of the men and women's wrestling teams to the Richfield campus, we are becoming a destination campus with no student housing. Housing and rental demands are at crisis levels in Sevier County. The following data points inform our thinking:

1. Sevier County has experienced the highest increase in home prices in the state of Utah (48.60% increase from 2020-2021).¹ This appreciation in house value is a clear indicator of the lack of inventory for our area. This problem is amplified when families and students are competing for housing.
2. A 2021 central Utah realtor report indicates that residential housing/rental inventory in Sevier County is at a severe deficit level: negative 25 percent (- 25%) compared with last November 2020.²
3. While this data does not specifically address single housing unit needs, and this is difficult to obtain, we currently have students reporting having to live in their vehicles and/or trailers parked on public lands, friends' homes, or local motels. This seems to support the data provided above.
4. Additionally, our six-county superintendents report that up to 70% of their students do not see themselves as college going students (but would consider shorter term tech ed certificate training). With the addition of our growing TE programs, we see this population as a potential for growth on the Richfield campus. In order to better serve students with this kind of educational goal, we want to eliminate any potential barriers this group may foresee with their future college experience.

Student housing in Richfield has been a major strategic concern for many years not just for the college, but also the city and county. The county considers this project important to their economic development plans and have committed \$1 million over 10 years to incentive more student beds. Over the past 5 years, the College has been trying to find a solution to the shortage that have included two feasibility studies, two public-private partnerships (P3)

¹ University of Utah, Kem C. Gardner Policy Institute. *State of the State's Housing Market*. October 2021.

² Utah Association of Realtors. *Local Market Update*. November 2021.

Requests for Proposals and a Request for Information (RFI). Additionally, we reached out to local property managers to discuss the possibilities of student contracts, with minimal success. Through the process, we have identified our need and identified the best possible option to proceed with this first phase of housing. We see this as an important next step to fulfilling our strategic plan and goals, and meeting our partnership obligations with the county and city.

Master Occupancy Rate	75%							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Rent revenue (4% per year)	\$ 3,000.00	\$ 3,120.00	\$ 3,244.80	\$ 3,374.59	\$ 3,509.58	\$ 3,649.96	\$ 3,795.96	\$ 3,947.80
Beds	138	138	138	138	138	138	138	138
Occupancy rate	75%	75%	75%	75%	75%	75%	75%	75%
Total rent revenue	\$ 310,500.00	\$ 322,920.00	\$ 335,836.80	\$ 349,270.27	\$ 363,241.08	\$ 377,770.73	\$ 392,881.56	\$ 408,596.82
Summer rent (On campus)	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00
Beds	400	400	400	400	400	400	400	400
Nights	50	50	50	50	50	50	50	50
On Campus rent subtotal	\$ 300,000.00	\$ 320,000.00	\$ 340,000.00	\$ 360,000.00	\$ 380,000.00	\$ 400,000.00	\$ 420,000.00	\$ 440,000.00
Summer rent (Off campus)	\$ 3.00	\$ 4.00	\$ 5.00	\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00
Beds	1000	1000	1000	1000	1000	1000	1000	1000
Nights	50	50	50	50	50	50	50	50
Off campus rent subtotal	\$ 150,000.00	\$ 200,000.00	\$ 250,000.00	\$ 300,000.00	\$ 350,000.00	\$ 400,000.00	\$ 450,000.00	\$ 500,000.00
Total Rent	\$ 760,500.00	\$ 842,920.00	\$ 925,836.80	\$ 1,009,270.27	\$ 1,093,241.08	\$ 1,177,770.73	\$ 1,262,881.56	\$ 1,348,596.82
Reinvestment Agency	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total revenue	\$ 860,500.00	\$ 942,920.00	\$ 1,025,836.80	\$ 1,109,270.27	\$ 1,193,241.08	\$ 1,277,770.73	\$ 1,362,881.56	\$ 1,448,596.82
Lease payment (3% per year)	\$ 748,000.00	\$ 770,440.00	\$ 793,553.20	\$ 817,359.80	\$ 841,880.59	\$ 867,137.01	\$ 893,151.12	\$ 919,945.65
Balance	\$ 112,500.00	\$ 172,480.00	\$ 232,283.60	\$ 291,910.48	\$ 351,360.49	\$ 410,633.72	\$ 469,730.44	\$ 528,651.17

	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Rent revenue (4% per year)	\$ 4,105.71	\$ 4,269.94	\$ 4,440.73	\$ 4,618.36	\$ 4,803.10	\$ 4,995.22	\$ 5,195.03
Beds	138	138	138	138	138	138	138
Occupancy rate	75%	75%	75%	75%	75%	75%	75%
Total rent revenue	\$ 424,940.69	\$ 441,938.32	\$ 459,615.85	\$ 478,000.48	\$ 497,120.50	\$ 517,005.32	\$ 537,685.54
Summer rent (FSY)	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00	\$ 27.00	\$ 28.00	\$ 29.00
Beds	400	400	400	400	400	400	400
Nights	50	50	50	50	50	50	50
FSY rent subtotal	\$ 460,000.00	\$ 480,000.00	\$ 500,000.00	\$ 520,000.00	\$ 540,000.00	\$ 560,000.00	\$ 580,000.00
Summer rent (camps)	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00
Beds	1000	1000	1000	1000	1000	1000	1000
Nights	50	50	50	50	50	50	50
Camps rent subtotal	\$ 550,000.00	\$ 600,000.00	\$ 650,000.00	\$ 700,000.00	\$ 750,000.00	\$ 800,000.00	\$ 850,000.00
Total Rent	\$ 1,434,940.69	\$ 1,521,938.32	\$ 1,609,615.85	\$ 1,698,000.48	\$ 1,787,120.50	\$ 1,877,005.32	\$ 1,967,685.54
Reinvestment Agency	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Total revenue	\$ 1,534,940.69	\$ 1,621,938.32	\$ 1,609,615.85	\$ 1,698,000.48	\$ 1,787,120.50	\$ 1,877,005.32	\$ 1,967,685.54
Lease payment (3% per year)	\$ 947,544.02	\$ 975,970.34	\$ 1,005,249.45	\$ 1,035,406.94	\$ 1,066,469.14	\$ 1,098,463.22	\$ 1,131,417.11
Balance	\$ 587,396.67	\$ 645,967.98	\$ 604,366.40	\$ 662,593.55	\$ 720,651.36	\$ 778,542.11	\$ 836,268.42



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB K

January 14, 2022

General Consent Calendar

A. MINUTES

1. Minutes of the Board Meetings – (Attachment)

B. UHEAA

1. UHEAA Board Membership – (Attachment)

C. CUSTOM FIT

1. Custom Fit Report – FY 2021 Corrections (Attachment)

D. FINANCE AND FACILITIES

E. TECHNICAL EDUCATION

1. Transition of Clock-Hour to Credit-Hour - (Attachment)

F. STUDENT AFFAIRS

G. ACADEMIC EDUCATION

ACTION

7-Year Report:

1. University of Utah – Asian Studies Program
2. University of Utah – Division of Microbiology and Immunology
3. University of Utah – Division of Medical Laboratory Sciences

INFORMATION

New Program:

1. Southern Utah University – Bachelor of Music in Commercial Music
2. Southern Utah University – Bachelor of Sciences in Geospatial Science
3. Southern Utah University – Bachelor of Sciences in Environmental Science
4. Southern Utah University – Bachelor of Arts in Environmental Studies

NOTIFICATION

New Program:

1. Southern Utah University – Certificate of Proficiency in AMT Airframe
2. Utah Valley University – Certificate of Proficiency in Entry Kitchen
3. Utah Valley University – Certificate of Proficiency in Baking and Pastry
4. Utah Valley University – Certificate of Proficiency in Professional Kitchen
5. Utah Valley University – Certificate of Proficiency in Administrative Support
6. Utah Valley University – Certificate of Proficiency in Collaborative Piano-Chamber Music
7. Utah Valley University – Certificate of Proficiency in Collaborative Piano-Vocal Coaching
8. Utah Valley University – Certificate of Proficiency in Piano Pedagogy
9. Utah Valley University – Certificate of Proficiency in Personal Development for Professional Advancement
10. Utah Valley University – Certificate of Completion in Integrated College and Community Studies
11. Utah Valley University – Minor in Cognitive Neuroscience
12. Utah Valley University – Minor in Ethnic Studies
13. Utah Valley University – Minor in Forensic Science
14. Utah Valley University – Minor in Homeland Security
15. Utah Valley University – Minor in Military Science
16. Utah Valley University – Post-Baccalaureate Graduate Certificate in Finance
17. Utah Valley University – Post-Baccalaureate Graduate Certificate in Technology Management
18. Utah Valley University – Post-Baccalaureate Graduate Certificate in Healthcare Management
19. Utah Valley University – Post-Baccalaureate Graduate Certificate in Management
20. Utah Valley University – Post-Baccalaureate Graduate Certificate in Marketing
21. Utah Valley University – Post Graduate Certificate in Applied Behavior Analysis

New Emphasis:

1. Southern Utah University – Master of Education – Curriculum and Instruction Emphasis
2. Southern Utah University – Master of Education – Higher Education and Student Affairs Emphasis
3. University of Utah – Bachelor of Science in Atmospheric Science – Environmental Sciences Emphasis
4. University of Utah – Bachelor of Science in Atmospheric Science – Professional Meteorology Emphasis
5. University of Utah – Bachelor of Science in Atmospheric Science – Snow and Water Sciences Emphasis
6. University of Utah – Bachelor of Sciences in Mechanical Engineering – Data Science Emphasis
7. University of Utah – Bachelor of Sciences in Mechanical Engineering – Systems Engineering Emphasis

Name Change:

1. University of Utah – Bachelor of Arts/Bachelor of Sciences in Environmental and Sustainability Studies - Land Management, Conservation & Place Emphasis to Environmental and Sustainability Studies - Conservation and Land Management Emphasis

2. University of Utah – Bachelor of Arts/Bachelor of Sciences in Environmental and Sustainability Studies - Food Systems & Community Resilience Emphasis to Environmental and Sustainability Studies - Food Systems and Community Emphasis
3. University of Utah – Bachelor of Arts/Bachelor of Sciences in Environmental and Sustainability Studies - Ecological Literacy & Social Change Emphasis to Environmental and Sustainability Studies - Ecojustice Education Emphasis
4. University of Utah - Bachelor of Arts/Bachelor of Sciences in Environmental and Sustainability Studies - Climate & Energy Emphasis to Environmental and Sustainability Studies - Sustainability Initiatives Emphasis (Online)
5. Utah Valley University – Associate of Arts in Theatre Arts to Theatre Studies
6. Utah Valley University – Bachelor of Arts in Theatre Arts to Theatre Studies
7. Utah Valley University – Minor in Public Health
8. Southern Utah University – Minor in Physical Education – Exercise Science Emphasis to Exercise Science
9. Southern Utah University – Minor in Physical Education – Teaching/Coaching Emphasis to Physical Education – Teaching/Coaching

Discontinuance:

1. Southern Utah University – Bachelor of Science in Athletic Training
2. University of Utah – Bachelor of Arts in Film & Media Arts – EAE Emphasis
3. University of Utah – Master of Fine Arts in Film & Media Arts – Game Arts Emphasis
4. University of Utah – Master of Fine Arts in Film & Media Arts – Game Production Emphasis
5. Utah Valley University – Associate of Applied Sciences in Collision Repair Technology – Collision Repair Emphasis
6. Utah Valley University - Associate of Applied Sciences in Collision Repair Technology – Street Rod Emphasis
7. Utah Valley University – Minor in Forensic Science
8. Salt Lake Community College – Associate of Pre-Engineering in Chemical Engineering
9. Salt Lake Community College – Associate of Pre-Engineering in Civil/Environmental Engineering
10. Salt Lake Community College – Associate of Pre-Engineering in Computer Engineering
11. Salt Lake Community College – Associate of Pre-Engineering in Electrical Engineering
12. Salt Lake Community College – Associate of Pre-Engineering in Geological Engineering
13. Salt Lake Community College – Associate of Pre-Engineering in Manufacturing Engineering
14. Salt Lake Community College – Associate of Pre-Engineering in Materials Science Engineering
15. Salt Lake Community College – Associate of Pre-Engineering in Mechanical Engineering
16. Salt Lake Community College – Associate of Pre-Engineering in Metallurgical Engineering
17. Salt Lake Community College – Associate of Pre-Engineering in Mining Engineering
18. Utah Valley University – Associate of Arts/ Associate of Sciences in Behavioral Science
19. Utah Valley University – Associate of Arts in Community Health
20. Utah Valley University – Associate of Sciences in Health Sciences

Program Restructure:

1. Utah Valley University – Bachelor of Arts/Bachelor of Sciences in English
2. Utah Valley University – Master of Business Administration

Program Restructure & Name Change:

1. Southern Utah University – Name change from Bachelor of Science in Engineering to Civil Engineering and discontinuance of the Electrical Engineering Emphasis

New Admin Unit:

1. University of Utah – Department of Emergency Medicine
2. Dixie State University – Department of Communication

New Center:

1. Dixie State University – Trailblazer Center for Lifelong Health & Wellness

Admin Unit Name Change:

1. Southern Utah University – Department of Computer Science and Information Systems to Department of Computer Science and Information Security
2. Utah State University – Career Services to Career Design Center

H. GRANT PROPOSALS

1. University of Utah – New York University; “PASC Phase 2 – COVID”; \$19,768,642. Principal Investigator, Rachel Hess.
2. University of Utah – Office of Naval Research; “Multi-Frequency Ultrasound”; \$2,984,817. Principal Investigator, Bart Raeymaekers.
3. University of Utah – University of Minnesota; “Northstar Hub”; \$2,564,938. Principal Investigator, Florian Solzbacher.
4. University of Utah – DHHS National Institutes of Health; “R01-MITOCHONDRIAL LIPIDS-NASH”; \$2,962,944. Principal Investigator, Katsuhiko Fuai.
5. University of Utah – DOE Advanced ARPA-E Onwards Simpson”; \$4,640,100. Principal Investigator, Michael F Simpson.
6. University of Utah – National Science Foundation; “NSF PD 21-191Y Nyawelo”; \$3,038,628. Principal Investigator, Tino Shawish Nyawelo.
7. University of Utah – NIH National Cancer Institute; “Varley_10.05.2021_R01”; \$2,837,515. Principal Investigator, Katherine Elena Varley.
8. University of Utah – NIH National Cancer Institute; “Onega_Virtual Navigation_R01”; \$3,812,118. Principal Investigator, Tracy Onega.
9. University of Utah – NIH National Cancer Institute; “MWILLIAMS-10.05.2021_R01”; \$3,020,125. Principal Investigator, Matthew A Williams.
10. University of Utah – NIH Natl Inst Allergy & Infectious Dis; “Sundquist U54 Cheetah”; \$27,644,861. Principal Investigator, Wesley I Sundquist.

11. University of Utah – NIH National Library of Medicine; “NLM T15 2022-2027”: \$4,600,070. Principal Investigator, Karen Eilbeck.
12. University of Utah – DHHS National Institutes of Health; “ENDO”; \$3,862,454. Principal Investigator, Karen Cecilia Schliep.
13. University of Utah – DHHS National Institutes of Health; “R01 DECIDE-AFIB Ozanne King”; \$3,744,397. Principal Investigator, Elissa Ozanne.
14. University of Utah – NIH National Heart Lung & Blood Inst; “PINTO R01 Oct 2021”; \$3,707,827. Principal Investigator, Nelangi M Pinto.
15. University of Utah – NIH National Heart Lung & Blood Inst; “Vanburen U24 Pedi-Part Oct 21”; \$3,637,078. Principal Investigator, John Matthew Vanburen.
16. University of Utah – DHHS National Institutes of Health; “HANS-R01”; \$3,631,065. Principal Investigator, Hans Haecker.
17. University of Utah – NIH National Institute of Nursing Research; “R01- Butler”; \$3,626,928. Principal Investigator, Jorie Michaela Butler.
18. University of Utah – Resh Inst at Nationwide Children’s Hospital; “UG3/UH3 Sub NCH Kean”; \$3,447,525. Principal Investigator, Jacob Kean.
19. University of Utah – NIH National Heart Lung & Blood Inst; “Yan CTSB R01”; \$3,356,355. Principal Investigator, Tianxin Yang.
20. University of Utah – DHHS National Institutes of Health; “Imaging Biomarkers in DCM”; \$2,997,235. Principal Investigator, Eun-Kee Jeong.
21. University of Utah – University of Massachusetts; “Michael Kay-U19”; \$2,874,455. Principal Investigator, Michael S Kay.
22. University of Utah – LASMED LLC; “DLSS Discovery and Validation”; \$2,543,904. Principal Investigator, J Robinson Singleton.
23. University of Utah – DHHS National Institutes of Health; “MRI Deep Learning in Stroke”; \$2,465,119. Principal Investigator, Edward Victor Rebok Di Bella.
24. University of Utah – NIH Natl Inst Diabetes Digest Kidney Dis; “Soluble Prorenin”; \$2,304,655. Principal Investigator, Nirupama Ramkumar.
25. University of Utah – DHHS National Institutes of Health; “Kanekar Brain Energy Rescue”; \$2,135,000. Principal Investigator, Shami S Kanekar.
26. University of Utah – Resh Inst at Nationwide Children’s Hospital; “NICHD R01_PA-20-185_Sub Wilde”; \$2,053,175. Principal Investigator, Elisabeth Anne Wilde.
27. University of Utah – DHHS National Institutes of Health; “Craniorate: An Imaging-Based”; \$4,024,272. Principal Investigator, Ross T Whitaker.
28. University of Utah – DHHS National Institutes of Health; “CAC Valve Repair”; \$2,510,745. Principal Investigator, Tamara Carla Bidone.
29. Utah State University – National Institutes of Health; “Identifying the mechanisms responsible for the restoration of health in post-reproductive females that receive young ovarian somatic tissue transplants”; \$3,750,598. Principal Investigator, Jeffrey Mason.

30. Utah State University – NASA Goddard Space Flight Center; “Mars Sample Return Capture, Containment and Return System”; \$14,952,460. Principal Investigator, Roger Ellis.
31. Utah State University – Missile Defense Agency; “2021 University Affiliated Research Center Follow-On Task Order-01 Proposal”; \$3,848,934. Principal Investigator, Jim Marshall.
32. Utah State University – Missile Defense Agency; “2021 Missile Defense Agency University Affiliated Research Center Follow-On Task Order-07 Proposal”: \$6,628,733. Principal Investigator, Jim Marshall.
33. Utah State University – Missile Defense Agency; “2021 University Affiliated Research Center Follow-On Task Order-10 Proposal”; \$2,203,829. Principal Investigator, Jim Marshall.
34. Utah State University – Missile Defense Agency; “2021 Missile Defense Agency University Affiliated Research Center Follow-On Task Order-27 Proposal.
35. Utah State University – Missile Defense Agency; “Proposal for Missile Defense Agency-University Affiliated Research Center Request for Proposal HQO84-21-R-0002 Research, Development, and Engineering Support Indefinite Delivery Indefinite Quantity”; \$300,000,000. Principal Investigator, Scott Conner.
36. Utah State University – Air Force Materiel Command; “Virtual Imagery Processing Capability High-Performance Computing Enhancements”; \$32,820,649. Principal Investigator, Shane Jenkins.
37. Utah State University – Misc Federal Sponsors; “Ground Demo Rescope”; \$15,147,315. Principal Investigator, Jim Perry.
38. Utah State University- Air Force- General; “Hybrid Space Architecture Testbed Mission Operations Center”; \$11,512,302. Principal Investigator, Ryan Beus.
39. Utah State University – Misc Federal Sponsors; “Laserbreak”; \$16,541,176. Principal Investigator, Matt Cupal.
40. Utah State University – Utah System of Higher Education; “Deep Technology Talent Initiative I3SC 2021 - Proposal from the Intermountain Intelligence, Industry, and Security Consortium to Advance and Secure Utah's Deep Technology Sector”; \$2,377,950. Principal Investigator, Jeannie L Johnson.
41. Utah State University – Utah Dept of Human Services Child and Family Services; “Title IV E Child Welfare Training Project FY 22- FY 26”; \$4,844,593. Principal Investigator, Derrik R Tollefson.
42. Utah State University – US National Science Foundation; “From landscapes to hotspot dynamics: Leveraging new horizons in movement ecology to transform predictability of spatial disease risk”; \$2,999,074. Principal Investigator, Kezia Manlove.

I. AWARDS

1. University of Utah – National Science Foundation; “CLOUDLAB3”; \$3,209,730. Principal Investigator, Robert Preston Riekenberg Ricci.
2. University of Utah – National Science Foundation; “Democratizing Data Delivery”; \$5,609,259. Principal Investigator, Valerio Pascucci.

3. Utah State University – University of California at Berkeley; “Global Lyman Alpha Imagers of the Dynamic Exosphere – Heliophysics”; \$2,113,959. Principal Investigator, Bennett Keller.
4. Utah State University – Misc Federal Sponsors; “Yellowstone”; \$4,832,819. Principal Investigator, Jim Perry.
5. Utah State University – Air Force; “Republic of Korea Global Hawk Tasking, Collection, Processing, Exploitation, and Dissemination Sustainment”; \$17,055,688. Principal Investigator, Kyle Palmer.



**Utah System of Higher Education
Davis Technical College
Friday, November 19, 2021**

**COMMITTEE OF THE WHOLE
MINUTES**

Board Members Present

Harris H. Simmons, Chair
Aaron Osmond, Vice-Chair
Nina R. Barnes, Vice-Chair
Jessellie B. Anderson
Mike Angus
Jera L. Bailey
Lisa Michele Church
Wilford Clyde
Alan Hall
Patricia Jones
Crystal Maggelet
Tanner Marcum
Arthur E. Newell
Shawn Newell
Valirie Serawop
Scott Theurer

Board Members Absent

Stacey K. Bettridge
Sanchaita Datta

Office of the Commissioner

Dave R. Woolstenhulme, Commissioner of Higher Education
Geoffrey Landward, Deputy Commissioner and General Counsel
Alison Adams-Perlac, Associate General Counsel
Rich Amon, Chief Financial Officer
Trisha Dugovic, Director of Communication
Brynn Fronk, Executive Assistant to the Utah Board of Higher Education
Jared Haines, Senior Advisor for Technical Education
Julie Hartley, Associate Commissioner of Academic Education
Melanie Heath, Assistant Commissioner of Strategic Initiatives
Malissa Jones, Office Manager
Spencer Jenkins, Chief Student Affairs Officer
Carrie Mayne, Chief Economist
Scott Wyatt, Senior Executive Director of Online Education
Kim Ziebarth, Associate Commissioner of Technical Education

Institutional Presidents Present

Chad Campbell, Bridgerland Technical College
Clay Christensen, Mountainland Technical College
Paul Hacking, Tooele Technical College
Taylor R. Randall, University of Utah
Darin Brush, Davis Technical College
Kelle Stephens, Dixie Technical College
Astrid Tuminez, Utah Valley University

Jim Taggart, Ogden-Weber Technical College
Brad J. Cook, Snow College
Brennan Wood, Southwest Technical College
Aaron Weight, Uintah Basin Technical College
Noelle Cockett, Utah State University
Brad L. Mortensen, Weber State University

Davis Technical College

Leslie Mock, Vice President of Instruction
Russ Galt, Vice President of Administrative Services and CFO
Melanie Hall, Director of Marketing and Community Relations

Other Guests

Steffine Amodt, Weber State University student
Eric Magnuson, Davis Technical College student

Vice-Chair Barnes called the meeting to order at 7:30 a.m.

Closed Session

Board Vice-Chair Osmond made a motion to go into closed session for the purposes of discussing the character, professional competence, or physical or mental health of an individual; Board member Anderson seconded the motion and the motion passed.

Committee of the Whole

Vice-Chair Barnes called the Committee of the Whole meeting to order at 9:00 a.m.

Student Update

Student updates were provided by Steffine Amodt from Weber State University and Eric Magnuson from Davis Technical College. Board member Maggelet asked if Eric received any credit for his military service which he confirmed he did. This was an information item only; no action was taken.

New Student Board Members

New student Board members Tanner Marcum and Valirie Serawop introduced themselves to the Board. Brynn Fronk administered the Oath of Office to Board member Serawop. This was an information item only; no action was taken.

Committee Report (TAB A)

Committee updates were provided by Board member Church, Board member Arthur Newell, Board member Shawn Newell, and Board member Angus.

Board member Arthur Newell provided an update on the Academic Education Committee. The committee primarily discussed using the strategic plan as a guide and their assignments within the plan. Priorities around the system unification are not as far along. They are expanding access for adult learners. The Cicero Group reported on the Voice of the Customer Report. Trisha Dugovic gave an update on the statewide marketing campaign. An action item that came out of their meeting is the revisions to policies R208 and R209.

Board member Crystal Maggelet provided an update on the Technical Education Committee. The committee addressed the need to market the great value of the tech programs. They discussed their strategic initiatives efforts. Their work with transition to credit and the initiative from clock hour to credit hours continues. Jared Haines discussed the Custom Fit Program. Carrie Mayne talked about the alignment of data between workforce development and understanding completion rates at all the institutions.

Board members Church and Marcum provided an update on the Student Affairs Committee. The committee heard from students about campus safety that was very powerful. The Cicero Group presented the Voice of the Customer Report. They had an ongoing discussion about student basic needs which they will continue since it's front and center to student success. Chris Coles will join Board member Church to visit various admissions officers to address concerns. UHEAA is going through changes and they will come back to the Board at some point to report on their new business model. Board member Church expressed excitement regarding the workshop series with National Leadership Academy (NLA) which will begin in January. Board member Marcum visited many campuses the past several months. The students are interested in having the Board adequately trained on equity, diversity, and inclusion. The Campus Safety and Equity Advisory Council had a great group discussion regarding admissions equity. Vice-Chair Osmond asked how the committee is prioritizing and implementing the feedback. Board member Marcum explained the council meets once a month and reports to the Student Affairs Committee and items are being added to the consent calendar. Board member Osmond asked about next steps with NLA. Board member Church stated that workshops will take place from January through June 2022. Vice-Chairs Barnes and Osmond expressed support for the NLA workshops.

Board member Clyde provided an update on the Finance and Facilities Committee. The committee's recommendations on policy revisions that will be added to the consent calendar. The committee discussed the cost structure model of the institutions, the scoring system process, and priorities for the strategic plan. They also reviewed the nonstate funding projects of the institutions.

This was an information item only; no action was taken.

Strategic Plan Update (TAB C)

Melanie Heath provided an update on the strategic plan to the Board members. Board member Marcum acknowledged that Board members could take advantage of utilizing Asana. Several Board members expressed desire to have access to Asana. Melanie will walk through access at the December committee meetings. Board member Hall enjoyed seeing the Asana report and would like to see it more often. This was an information item only; no action was taken.

State Online Program

Vice-Chair Osmond introduced Scott Wyatt and the research he's done for the State Online Program. Scott provided an update since he was not ready with a proposal. He gave a summary of key learnings of interviews he's had, a sense for where he's going next, and suggestions from the Board. President Cook felt positive and optimistic after listening to colleagues around the country. Board member Marcum mentioned this is an opportunity to address student populations which are not currently being addressed. Board member Church asked for guiding principles and if they have the support of the presidents. Scott stated the strategic plan is the guiding principals and they are not at a place to make recommendations. Board member Hall expressed this is the most important conversation as a system going forward. President Cockett addressed the significant cost in implementing this program and expressed a desire to be on the task force. Presidents Tuminez and Randall emphasized the problem still needs to be defined. They do not agree that a one size fits all approach is the highest quality of education the State of Utah could provide. Board member Clyde expressed that if we don't think about how education is going to be delivered in the future and be innovative, we will be left behind and scrambling. President Cook said the next steps are to look at the market and identify what the students want. Board member Maggelet mentioned the need for the Board to understand where each institution is at in the process of online education today. Board member Serawop highlighted the importance of online education options for students today. Vice-Chair Osmond identified the following asks:

1. What is the business problem we are trying to solve and document that.
2. Identify what the principals are that we are going to use to make decisions.
3. Document the research that we've done already and let's have it in a written format we can actually consume, study and understand.

4. Crystal brought up the need for an inventory of what we already have in the online space.
5. We need to get to that structure of how do we proceed from an operational perspective and that's the establishment of this formal task force that is an extension of the Board to oversee all that.

Vice-Chair Osmond made the motion to establish this new task force that we include five or so members of the Board, five or so presidents and the head of online initiative and we attack those items and come back to the next Board meeting with answers and information and tools that we can truly discuss; Board member Arthur Newell seconded the motion and the motion passed.

Board member Arthur Newell nominated Vice-Chair Osmond to chair the committee and Vice-Chair Osmond accepted the nomination. Chair Simmons would like the committee co-chaired by Vice-Chair Osmond and one of the presidents. He would like the presidents to discuss amongst themselves and submit a name to the Commissioner.

Institutional Goals Performance Funding

Carrie Mayne and Rich Amon reviewed the institutional metrics with the Board members. They requested comments from the Board to take to the legislature. Board member Hall asked what percentage of student in our high school graduating class enroll in one of our institutions. Currently we are at 63.87% accessing post-secondary. He asked what resources would we need to go after the remaining percentage in an effective way. This was an information item only; no action was taken.

Keys Expansion Update

Commissioner Woolstenhulme introduced Kathi Garff and Rick Folkerson from Keys to Success. Rick Folkerson provided the Keys Expansion update to the Board. Board members inquired about availability to Utah students and out-of-state students as well as marketing and available features. This was an information item only; no action was taken.

USHE Partnership with Huntsman Mental Health Institute

Board member Church introduced Dr. Mark Rapaport, CEO of Huntsman Mental Health Institute. Dr. Rapoport highlighted the Huntsman Mental Health Institute with the Board. He discussed the Mental Health Crisis Care Center as well as the Utah Mental Health Translational Research Building. President Tuminez recognized the giant army in front lines of mental health and expressed interest in exploring a partnership between the Huntsman Mental Health Institute and Utah Valley University. This was an information item only; no action was taken.

Enrollment Report

Carrie Mayne informed the Board that enrollment for fall was reported for all 16 institutions. This was an information item only; no action was taken.

The Costs & Benefits of Higher Education Report

Carrie Mayne introduced John Downen, the deputy director of economic and public policy research at the Kem C. Gardner Institute at the University of Utah. John presented the Benefits of Higher Education Report which was done by the Gardner Policy Institute. Due to technical issues, the presentation was inaudible. The report will be circulated to Board members and presidents. This was an information item only; no action was taken.

Earn to Learn

Commissioner Woolstenhulme introduced Kate Hoffman, CEO and Founder of Earn to Learn. Kate provided the background and history of Earn to Learn. Vice-Chair Osmond asked what the funding would be used for and where the proposed funding would come from. Kate explained the model does require a local match and they're securing funding through local philanthropy. The Commissioner stated the fund source would have to be a Board discussion. Richard Ellis explained there would have to be adjustments in their processes, but it is not impossible. Board member Church proposed this go to Finance and Facilities Committee and requested a report back to the full Board. Board member Clyde agreed to take it to the committee. Board member Maggelet expressed interest in her company partnering with Earn to Learn. Chair Simmons asked if there was a way to use the UHEAA proceeds with institutional funds plus the private sector so there's a three-way match. Board member Marcum acknowledged that this is a topic on the minds of the students. **Vice-Chair Osmond made the motion to move that the Finance and Facilities Committee take a deeper look into Earn to Learn and report to the Board with findings for formal approval. The motion was seconded by Board member Church and the motion passed.**

Shared Services

Rich Amon provided an update on shared services. The report is anticipated to be completed by January at which point it will be a major discussion item for the Board meeting. President Tuminez asked when the presidents will have in depth information on this. Board member Clyde anticipates that once they have information from the consultants they will sit down with everyone to get feedback. It was emphasized that this is a long-term process. Chair Simmons stated it isn't going to happen quickly, but will be done intelligently with a lot of advance notice. This was an information item only; no action was taken.

Institutional Non-State Funded Capital Projects

Board member Clyde reviewed the Institutional Non-State Funded Capital Projects that were brought before the Finance and Facilities Committee. **Board member Clyde made the motion to move to approve the following projects to seek legislative bonding authority:**

- **University of Utah – Kahlert Village 4th Wing**
- **University of Utah – Impact Health & Prosperity Epicenter**
- **University of Utah – West Valley Health and Community Center**
- **Utah State University – Maverick Stadium Improvements**
- **Dixie State University – Campus View Suites Phase III**
- **Utah Valley University – Parking Garage**

He further moved to approve the following non-state funded project to seek legislative funding for O&M, add the O&M to the Board's 2022 budget request:

- **Utah State University – Nora Eccles Museum of Art**

The motion was seconded by Board member Arthur Newell and the motion passed.

Jeff West from Salt Lake Community College asked for the Board's approval to move forward with the change in the financing terms for their property in South Salt Lake City. **Chair Simmons made the motion to authorize Salt Lake Community College to extend the contract for a mixed-use development with a private developer for a 99-year term. The motion was seconded by Board member Jones and the motion passed.**

Policy R208 and R209

Geoff Landward reviewed the revisions to Policy R208 and R209 with the Board. **Board member Theurer made a motion to adopt the revisions to R208, Resource and Review Teams and R209, Evaluation of Presidents effective immediately. The motion was seconded by Board member Shawn Newell and the motion passed.**

Personnel Update

Commissioner Woolstenhulme recognized Rich Amon and his departure from the Utah System of Higher Education. This was an information item only; no action was taken.

Consent Calendar

Board member Church made a motion to approve the consent calendar with the removal of the SLCC Non-traditional arrangement; Board member Marcum seconded the motion and the motion passed.

Motion to Adjourn

Board member Anderson made a motion to adjourn; Vice chair Osmond seconded the motion and the motion passed.

The meeting adjourned at 3:30 p.m.

Geoffrey Landward, Secretary

Date Approved:



**Utah System of Higher Education
Wednesday, December 1, 2021**

**EXECUTIVE COMMITTEE MEETING
MINUTES**

Board Members Present

Harris H. Simmons, Chair
Nina R. Barnes, Vice-Chair
Lisa Michele Church
Arthur Newell
Wilford Clyde
Shawn Newell

Board Members Absent

Aaron Osmond, Vice Chair

Office of the Commissioner

Dave Woolstenhulme, Commissioner of Higher Education
Geoffrey Landward, Deputy Commissioner and General Counsel
Brynn Fronk, Executive Assistant to the Board of Higher Education
Malissa Jones, Office Manager

UHEAA Board Membership

Geoff Landward reviewed the Board bylaws that allows the Board Executive Committee to take action on behalf of the Board. Board member Church stated they need to replace members of the UHEAA Board that have rolled off. **Board member Church made a motion that the UHEAA Board membership include Chair Simmons, Board member Church, Board member Arthur Newell, Commissioner Woolstenhulme, Steve Nadauld, and Lori Chillingworth. Vice-Chair Barnes seconded the motion and the motion passed.**

The meeting adjourned at 7:40 a.m.

Geoffrey Landward, Secretary

Date Approved:



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

January 14, 2022

UHEAA Board Membership

In accordance with Board Bylaws, the Executive Committee reports the following action it made on behalf of the Board of Higher Education on December 1, 2021. In earlier action, the Board had temporarily suspended Board Policy R601-3, to allow the minimum number of Board of Directors members to be five, as designated in statute. In the Executive Committee meeting, Board member Church made a motion that the UHEAA Board membership include Chair Simmons, Board member Church, Board member Arthur Newell, Commissioner Woolstenhulme, Steve Nadauld, and Lori Chillingworth. Vice-Chair Barnes seconded the motion and the motion passed.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

January 14, 2022

Custom Fit Report – FY 2021 Corrections

In accordance with Policy R432-8.3 (Custom Fit – Annual Report), the FY-2021 Custom Fit Report was provided to the Board in the November Consent Calendar. After the report was provided, several institutions reported and reconciled discrepancies between their fiscal data and their program data related to the tracking of training costs, company contributions, and reimbursements to companies. The revised report reflects corrections provided by four institutions.

Attachment

Custom Fit Report for the Fiscal Year Ended June 30, 2021

Program Report									
Institution	Companies Served	Trainees	Instructional Hours		Utilization	Companies Served	Trainees	Instructional Hours	
Bridgerland Technical College	199	4,721	82,028		Industry Sector				
Davis Technical College	182	2,229	63,177		Information Technology:	73	3,510	53,646	
Dixie Technical College	155	1,254	23,450		Manufacturing:	325	9,086	169,197	
Mountainland Technical College	246	2,921	43,218		Construction & Trades:	315	3,188	117,420	
Ogden-Weber Technical College	134	2,546	73,813		Services:	955	8,334	160,904	
Salt Lake Community College	85	745	22,368		Mining, Fishing & Energy:	43	984	12,034	
Snow College	95	453	14,299		Company Objective				
Southwest Technical College	81	615	34,331		Competitive Edge:	3,712	2,832	57,040	
Tooele Technical College*	62	389	10,888		Growth:	7,254	5,603	124,203	
Uintah Basin Technical College	178	1,673	22,643		Productivity:	13,219	9,670	196,985	
Utah State University - Eastern	76	280	10,620		Training Objective				
FY 2021 Total	1,493	17,826	400,834		Business Development:	2,040	1,439	21,627	
					Certification/Health & Safety:	7,637	6,270	61,252	
					Certification/Professional:	1,651	1,470	26,631	
					Certification/Trades:	3,229	2,036	159,905	
					Employee Development:	7,211	4,920	60,328	
					Technical/Manufacturing:	1,583	1,349	38,090	
					Technical/Professional:	837	694	10,423	
FY 2020 Total	1,760	18,742	357,254						
% Change	-15.2%	-4.9%	12.2%						

Financial Report											
Institution	Funding					Use of Funds					
	Carried Over from Prior FY	State Appropriation	Company Contributions	Inst*	Total Funds Available	Direct Training Costs	Salaries/ Benefits	Equipment	Other Expenses	Total Expenditures	Carried Over to Next FY
Bridgerland Technical College	\$22,572	\$500,000	\$591,375		\$1,113,947	866,254	235,230		6,562	1,108,046	\$5,901
Davis Technical College	114,084	684,600	384,557		1,183,241	760,570	297,456	17,290	26,466	1,101,782	81,459
Dixie Technical College	74,186	345,000	327,536		746,722	545,893	119,617	3,406	2,821	671,737	74,985
Mountainland Technical College*	74,664	684,600	895,405		1,654,669	1,349,342	235,377		3,208	1,587,927	66,742
Ogden-Weber Technical College*	143,881	684,600	470,885		1,299,366	750,245	257,145		427	1,007,817	291,549
Salt Lake Community College*	446,969	460,800	289,720	92,510	1,289,999	510,150	356,844		1,820	868,814	421,185
Snow College	261,284	298,100	141,685		701,069	291,136	180,854			471,990	229,078
Southwest Technical College	39,934	345,000	206,951		591,885	344,919	169,886		9,780	524,585	67,300
Tooele Technical College	2,224	325,000	239,217		566,441	434,737	165,293		688	600,718	(34,277)
Uintah Basin Technical College	49,823	410,000	255,574		715,397	425,919	247,740	594	30,027	704,280	11,118
Utah State University - Eastern	269,274	273,100	122,368		664,742	245,575	95,050	11,653	35,255	387,532	277,209
Total	\$1,498,895	\$5,010,800	\$3,925,272	\$92,510	\$10,527,477	\$6,524,739	\$2,360,492	\$32,942	\$117,054	\$9,035,228	\$1,492,249

SLCC CF appropriation has been carried through regular institution E&G line item. Institution provides additional funding for salaries and benefits.

*Reflects corrections from November 19, 2021 report



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

January 14, 2022

Transition of Clock-Hour to Credit-Hour Programs

As part of the strategic plan, the Utah Board of Higher Education (Board) approved the transition of technical education programs from clock-hours to credit-hours. In July, the Board passed policy R474 Clock-Hour to Credit-Hour Transition to guide the process. Within the policy, section 4.2 states that each program's transition to credit, including the delivery format, must be approved by the Board. This approval is required by:

- the Council on Occupational Education (COE), the agency that accredits the technical colleges;
- the U.S. Department of Education (financial aid eligible programs)

Section 4.3 of the policy states that institutions shall submit applications for approval of the clock-hour to credit-hour conversion by the accrediting body through the Office of the Commissioner following a prescribed schedule.

Technical colleges submitted applications for the first designated group of programs to the Office of the Commissioner. Following approval, the Office of the Commissioner will submit the applications to the COE for approval. This program group is not financial aid eligible and does not require approval from the U.S. Department of Education.

By submitting applications through the Office of the Commissioner, the total cost of transition is reduced from about \$200K to \$25K (from \$500 per program to about \$75). Based on the number of programs offered by each institution, technical colleges will reimburse the system office.

Because technical colleges offer certificates only, institutions must retain both clock-hours and credit-hours in the student information system. Once the transition of all programs is complete, credit-hours will be used in publications and articulation agreements. Credit will be an automatically calculated field in the student information system using a formula provided by the U.S. Department of Education. There will be some flexibility on implementation

Commissioner's Recommendation

The Commissioner recommends approval of the transition of the programs included in the attachment from clock-hours to credit-hours.

Attachment

Clock-Hour to Credit-Hour Conversion

College	Alias	Program	Clock-hour length	Proposed Credit-Hours	Delivery Method*
Davis	Automated Manufacturing	Automation and Robotics	900	30	H
Davis	Automotive Technology	Automotive Technology	1200	40	H
Davis	Automotive Technology	Draper-Automotive Technology	1200	40	T
Davis	Business Administrative Services	Business Administrative Services	900	30	H
Davis	Business Administrative Services	Draper-Business Administrative Services	900	30	T
Davis	Composite Materials Technology	Composite Materials Technology	900	30	H
Davis	Culinary Arts	Culinary Arts	1080	36	H
Davis	Culinary Arts	Draper-Culinary Arts	1080	36	T
Davis	Diesel Technology	Diesel/Heavy Duty Technology	900	29	H
Davis	Drafting	Architectural and Engineering Design	900	30	H
Davis	Machining Technology	CNC Machining	645	21	H
Davis	Machining Technology	Draper-CNC Machining	645	21	T
Davis	Welding Technology	Draper-Welding Technology	1000	33	T
Davis	Welding Technology	Welding Technology	1000	33	H
Dixie	Auto Collision	Collision Repair	1000	25	T
Dixie	Automotive Technology	Automotive Technician	1000	26	T
Dixie	Culinary Arts	Culinary Arts	1150	33	T
Dixie	Diesel Technology	Diesel Technician	1000	28	T
Dixie	Drafting	Drafting and Design	1200	35	T
Dixie	Machining Technology	CNC Machining	900	26	T
Dixie	Welding Technology	Welding	900	24	T
Mountainland	Automated Manufacturing	Automated Manufacturing	900	30	T
Mountainland	Automotive Technology	Automotive Technology	1350	43	T
Mountainland	Culinary Arts	Culinary Arts I	600	19	T
Mountainland	Culinary Arts	Culinary Arts II	600	19	T
Mountainland	Diesel Technology	Diesel Technology	930	30	T
Mountainland	Machining Technology	Precision Machining	960	32	T
Mountainland	Welding Technology	Custom Design & Fabrication	630	21	T
Mountainland	Welding Technology	Welding Technology Level 1	900	30	H
Mountainland	Welding Technology	Welding Technology Level 2	1500	49	H
Ogden-Weber	Automated Manufacturing	Industrial Automation	900	28	TH
Ogden-Weber	Automotive Technology	Automotive Service Technology	920	22	TH
Ogden-Weber	Business Administrative Services	Business	900	27	THD
Ogden-Weber	Composite Materials Technology	Composites	600	18	TH
Ogden-Weber	Culinary Arts	Culinary Arts	900	26	TH
Ogden-Weber	Drafting	Computer Aided Design	1200	39	TH
Ogden-Weber	Machining Technology	Machinist Apprentice Related Instruction	590	18	TH
Ogden-Weber	Machining Technology	Machinist I	900	30	TH
Ogden-Weber	Welding Technology	Welder Production	900	27	TH
Southwest	Automated Manufacturing	Automation Technology	630	19	TH
Southwest	Automotive Technology	Automotive Technician	1384	41	TH
Southwest	Culinary Arts	Culinary Arts	1030	28	TH
Southwest	Welding Technology	Production Welder	930	25	TH
Southwest	Welding Technology	Welding Essentials	615	16	TH
Tooele	Automated Manufacturing	Industrial Maintenance and Automation Technician	960	32	T
Tooele	Business Administrative Services	Business Technology	900	30	T
Tooele	Diesel Technology	Heavy Duty Diesel Technician	1240	38	T
Tooele	Welding Technology	Welding Technician I	294	4	T
Tooele	Welding Technology	Welding Technician II	970	23	T
Uintah Basin	Automated Manufacturing	Automation Technician	600	20	TH
Uintah Basin	Automotive Technology	Auto Technology	990	32	TH
Uintah Basin	Automotive Technology	Automotive Maintenance & Light Repair	300	10	TH
Uintah Basin	Automotive Technology	Tire and Lube Technician	180	6	TH
Uintah Basin	Business Administrative Services	Administrative Assistant	600	20	TH
Uintah Basin	Business Administrative Services	Business Manager	900	30	TH
Uintah Basin	Business Administrative Services	Office Technician	240	8	TH
Uintah Basin	Culinary Arts	Culinary Arts	900	30	TH
Uintah Basin	Culinary Arts	Line Cook	240	8	TH
Uintah Basin	Diesel Technology	Heavy Duty Diesel	1050	32	TH
Uintah Basin	Diesel Technology	Preventative Maintenance	180	6	TH
Uintah Basin	Drafting	Civil Drafting Technician	360	12	TH
Uintah Basin	Welding Technology	Welding Advanced Technician	900	30	TH
Uintah Basin	Welding Technology	Welding Basic Technician	300	10	TH
Uintah Basin	Welding Technology	Welding Intermediate Technician	600	20	TH