



**UTAH BOARD OF HIGHER EDUCATION
FINANCE AND FACILITIES COMMITTEE
TELECONFERENCE
Thursday, May 19, 2022
2:00 PM**

AGENDA

ACTION:

- | | |
|---|-------|
| 1. State Aid Policy Revisions | TAB A |
| 2. Terrel H. Bell Incentive Loan Program Forgiveness | TAB B |
| 3. Dixie State University – Series 2022 Revenue Bonds | TAB C |
| 4. Southern Utah University – Series 2022 Revenue Bonds | TAB D |
| 5. Utah State University – Series 2022 Revenue Bonds | TAB E |
| 6. University of Utah – Series 2022B Revenue Bonds | TAB F |
| 7. Uintah Basin Technical College - Architectural Programming | TAB G |
| 8. University of Utah – Lease Agreement for 102 Tower | TAB H |
| 9. University of Utah – Lease Renewal for American Plaza | TAB I |
| 10. University of Utah – Non-State Funded Project | TAB J |
| 11. Southern Utah University – Disposal of Real Property | TAB K |
| 12. Tooele Technical College – Differential Tuition Rate | TAB L |
| 13. Earn to Learn Participation Intent | TAB M |
| 14. Student Success Endowment Investment Policy | TAB N |
| 15. Utah State University – Disposal of Real Property | TAB S |

INFORMATION:

- | | |
|--|-------|
| 1. University of Utah – Property Transactions | TAB R |
| 2. University of Utah – Lease Agreement for Ivory University House | TAB O |
| 3. Capital Improvement Update for 2022-23 | TAB P |
| 4. Institutions' Health Plan Changes | TAB Q |

To ensure availability, individuals needing accommodations under the Americans with Disabilities Act (including auxiliary communicative aids and services) for this meeting or the materials should notify Brynn Fronk at brynn.fronk@ushe.edu, 60 South 400 West, Salt Lake City, UT 84180 (801-646-4783), at least three working days prior to the meeting.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB A

May 19, 2022

State Aid Program Policy Revisions

The attached proposed policy revisions are part of the Board's efforts to streamline and simplify state aid programs. In 2021, the Legislature passed SB 136, which transitions the Regents' Scholarship to the Opportunity Scholarship. The Utah Legislature passed H.B. 355, State Scholarship Revisions, during the 2022 Legislative Session as a companion follow-up.

The objectives for these changes are:

1. Simplify requirements for students/parents to navigate state aid programs.
2. Improve standardized reporting to better measure the impact of different programs.
3. Greater efficiency in administering state aid programs.
4. Flexibility to allow institutions to best support individual student needs.

These legislative efforts warrant several accompanying policy revisions and additions, including a new scholarship program to assist USHE employees pursuing an education at another USHE institution.

Below is a summary of the proposed policy changes:

R604 – New Century Scholarship: Directs any leftover funds to be used for the Utah Promise Grant Program.

R606 – USHE Employee Partner Scholarship: New policy establishing a scholarship for up to 50% of tuition and fees for USHE employees who attend another USHE institution pursuing a certificate, degree, or other credential related to their job duties.

R608 – Opportunity Scholarship: Clarifies application criteria.

R613 – Public Safety Officer Career Advancement Program: Adds a sunset date and provision to hold harmless previous applicants if they apply under the new program (R614).

R614 – Public Safety Officer Career Advancement Grant: Establishes a grant program to replace the previous reimbursement program (R613).

R615 – Talent Development Incentive Loan Program: Adds a sunset date and provision to hold harmless previous applicants if they apply under the new program (R619).

R619 – Talent Development Award Program: Establishes a grant program to replace the previous reimbursement program (R615). The policy requires institutions to establish criteria to assess applicants' needs and allow part-time students to qualify for an award.

R620 – Utah Promise Grant: Combines the existing Higher Education Success Stipend with the Utah Promise Scholarship. The revisions simplify applicant criteria, clarify the procedures for when a student transfers, and allow award funds to be applied to a recipient's total cost of attendance.

R621 – TH Bell Scholarship: Clarifies definitions and reporting requirements.

R623 – Free Application for Federal Student Aid: Removes reference to state statute.

R624 – Utah Promise Partners Program: New policy to define how identified industry partners can contribute financial support to the Promise Grant program.

Commissioner's Recommendation

The above policies are being proposed either in accordance with changes in HB 355 or to collectively align state aid programs more closely with the Board of Higher Education's Strategic Objectives. The Commissioner recommends all policy changes be considered and approved as a single motion.

Attachments

R604, New Century Scholarship¹

R604-1 Purpose: The New Century Scholarship encourages students to accelerate their education by earning an ~~A~~associate's degree in high school from an institution within the Utah System of Higher Education (["USHE"](#)).

R604-2 References

- 2.1 [Utah Code § 53B-8-105](#), New Century Scholarships
- 2.2 [Utah Code § 53B-8-201](#), Opportunity Scholarship Program
- 2.3 [Utah Code Title 53B Chapter 8 Part 2](#), Regents' Scholarship Program
- 2.4 [Board Policy R609A](#), Regents' Scholarship

R604-3 Definitions

- 3.1. **"Applicant"** ~~is~~ [means](#) a student who is in their last term in high school and on track to complete the high school graduation requirements of a public school established by the Utah State Board of Education and the student's school district or charter school or a private high school in the state that is accredited by a regional accrediting body approved by the [Board](#), ~~Board of Higher Education~~, or a home-school student.
- 3.2. **"Associate Degree"** ~~is~~ [means](#) ~~A~~an Associate of Arts, Associate of Science, or Associate of Applied Science degree received from, or verified by, a regionally accredited institution within ~~the Utah System of Higher Education~~ [USHE](#). If the institution does not offer the above listed degrees, equivalent academic requirements will suffice under subsection 3.5.2 of this policy.
- 3.3. **"Awards"** ~~is~~ [means](#) New Century Scholarship funds.
- 3.4. **"[Utah Board of Higher Education – Board](#)"** ~~is~~ [means](#) ~~T~~the Utah Board of Higher Education.
- 3.5. **"Completes the requirements for an associate degree"** ~~M~~[means](#) that an applicant completes either of the following:

¹ [Adopted June 4, 1999, amended July 12, 1999, April 20, 2001, May 31, 2002, September 15, 2006, October 16, 2009, April 1, 2010, March 25, 2011, March 29, 2013, April 1, 2016, May 17, 2019.](#)

3.5.1. ~~a~~ All the required courses for an associate degree from an institution within ~~the Utah System of Higher Education~~ [USHE](#) that offers ~~A~~ associate's degrees; and applies for the ~~A~~ associate's degree from the institution; or

3.5.2. ~~a~~ All the required courses for an equivalency to the associate degree from a higher education institution within ~~the Utah System of Higher Education~~ [USHE](#) that offers Baccalaureate degrees but does not offer ~~A~~ associate's degrees.*

3.6. **“Excusable Neglect”** means a failure to take proper steps at the proper time, not in consequence of carelessness, inattention, or willful disregard in the processing of an appeal, but in consequence of some unexpected or unavoidable hindrance or accident.

3.7. **“Good Cause”** means the student's failure to meet a scholarship application process requirement was due to circumstances beyond the student's control or circumstances that are compelling and reasonable.

3.8. **“High school”** ~~means~~ a public high school established by the ~~Utah State Board of Education~~ [Board](#) or private high school within the boundaries of the State of Utah. If a private high school, it shall be accredited by a regional accrediting body approved by the Board.

3.9. **“High school graduation date”** ~~means~~ the day on which the recipient's class graduates from high school. For home-schooled student refer to subsection 4.2.1 of this policy.

3.10. **“Home-schooled”** ~~refers~~ to a student who has not graduated from a Utah high school and received a high school grade point average (GPA).

3.11. **“Math and science curriculum”** ~~means~~ the rigorous math and science curriculum developed and approved by the Board which, if completed, qualifies a high school student for an award. Curriculum requirements can be found ~~on at the website of the Utah System of Higher Education~~ [USHE's website at ushe.edu](#).

3.12. **“New Century Scholarship”** ~~means~~ a renewable scholarship to be awarded to applicants who complete the eligibility requirements of section ~~604~~ 4 of this policy.

3.13. **“Reasonable progress”** ~~means~~ enrolling and completing at least twelve credit hours during Fall and Spring semesters and earning a 3.3 GPA or higher each semester. If applicable, students attending summer must enroll full-time according to their institution and or program policy regarding full-time status.

3.14. **“Recipient”** ~~means~~ an applicant who receives an award under the requirements set forth in this policy.

3.15. **“Renewal Documents”** ~~means~~ a college transcript demonstrating that the recipient has met the required semester GPA and a detailed schedule

providing proof of enrollment in twelve credit hours for the semester which the recipient is seeking award payment.

3.16. “Scholarship Appeals Committee”: means the committee designated by Commissioner of Higher Education to review appeals of Regents’ Scholarship award decisions and take final agency action regarding awards.

3.17. “Scholarship Staff” means the group assigned to review Regents’ Scholarship applications and make decisions awarding the scholarships and deferments.

3.18. “Substantial Compliance” means the applicant, in good faith, complied with the substantial or essential scholarship application requirements and has demonstrated likely eligibility but failed to comply exactly with the application specifics.

3.19. “The Utah System of Higher Education – USHE”: means the Utah System of Higher Education, which includes the University of Utah, Utah State University, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, and Salt Lake Community College.

R604-4. Recipient Requirements: This section enumerates the requirements to qualify as a recipient. Subsection 4.1. creates the general academic requirements. Subsections 4.2 and 4.3 clarify the exceptions and requirements specific for home-schooled students and students whose graduation date occurs in 2010 or before. ~~Subsections 4.4. through 4.7. establish other generally applicable requirements.~~

4.1. General Academic Requirements: Unless an exception applies, to qualify as a recipient a student shall:

4.1.1. ~~C~~complete the requirements for an associate degree** or the math and science curriculum at a regionally accredited institution within ~~the Utah System of Higher Education~~ USHE.

4.1.1.1. ~~w~~With at least a 3.0 grade point average

4.1.1.2. ~~b~~By the applicant’s high school graduation date; and

4.1.2. ~~e~~Complete the high school graduation requirements of a Utah high school with at least a 3.5 cumulative GPA.

4.2. Utah Home-schooled Students: For Utah home-schooled applicants the following exceptions and requirements apply:

4.2.1. High School Graduation Date for Home-schooled Applicants:

4.2.1.1. Completes High School in 2011 and After: If a home-schooled applicant would have completed high school in 2011 or

after, the high school graduation date (under subsection 4.1.1.2-) is June 15 of the year the applicant would have completed high school;

4.2.2- ACT Composite Score Requirement: A composite ACT score of 26 or higher is required in place of the high school GPA (under subsection 4.1.2).

4.3- Mandatory Fall Term Enrollment: A recipient shall enroll in an eligible institution by fall semester immediately following the student's high school graduation date or receive an approved deferral or leave of absence under subsection 8.7 of this policy.

~~**4.4- Citizenship Requirement:** A recipient shall certify under penalty of law they are a citizen of the United States or a noncitizen who is eligible to receive federal student aid.~~

~~**4.5- Regents' Scholarship:** A recipient shall not receive both New Century and a Regents' Scholarship.~~

R604-5 Application Procedures: This section establishes the basic application procedures for an award.

5.1- Application Contact: Qualifying students shall apply for the award through the Board.

5.2- General Procedure: An application for an award shall contain the following:

5.2.1- Application Form: the official online application will become available on the New Century website.

5.2.2- College Transcript: an official college transcript showing college courses, Advanced Placement and transfer work an applicant has completed to meet the requirements for the associate degree and verification of the date the award was earned; and

5.2.3- High School Transcript: an official high school transcript with high school graduation dated posted (if applicable).

5.2.4. ACT Score: a copy of the student's verified ACT score (if applicable).

5.3- Registrar Verification: If an applicant is enrolled at an institution which does not offer an associate degree or an institution that will not award the associate degree until the academic on-campus residency requirement has been met, the registrar must verify that the applicant has completed the equivalent academic requirements under 4.1.1.

5.4- Application Deadline: Applicants shall meet the following deadlines:

5.4.1. Application Submission: Applicants must submit the official scholarship application no later than February 1 of the year of their high school graduation date or the year they would have graduated from high school.

5.4.2. Support Documentation Submission: All necessary support documentation shall be submitted on or before September 1 following the student's high school graduation date. In some cases, exceptions may be made as advanced placement and transfer work verification may be delayed at an institutional level and no fault of the applicant. Scholarship awards may be denied if all documentation is not complete and submitted by the specified deadlines. And if any documentation demonstrates that the applicant did not satisfactorily fulfill all coursework and GPA requirements, or if any information, including the attestation of criminal record and citizenship status, proves to be falsified.

5.4.3. Priority Deadline: A priority deadline may be established each year. Applicants who meet the priority deadline may be given first priority of consideration for awards.

5.5. Incomplete Documentation: Applications or other submissions that have missing information or missing documents are considered incomplete, will not be considered, and may result in failure to meet a deadline.

R604-6 Awards: This section establishes the total value of an award, the power of the Board to change that value, and the eligible institutions where the award may be used.

6.1. Value of the Award: The award is up to the amount provided by the law and determined each Spring by the Board based on legislative funding and number of applicants. The total value may change in accordance with subsection 6.2.

6.2. The Board May Decrease Award: If the appropriation from the Utah Legislature for the scholarship is insufficient to cover the costs associated with the scholarship, the Board may reduce or limit the award.

6.3. Eligible Institutions: An award may be used at the following institutions:

6.3.1. For recipients whose high school graduation date is on or before July 1, 2019, award funds may be used at a four-year institution within ~~the Utah System of Higher Education~~ [USHE](#) that offers Baccalaureate programs or a private not-for-profit higher education four-year institution in the state of Utah accredited by the Northwest Commission on Colleges and Universities that offers Baccalaureate programs.

6.3.2. For recipients whose high school graduation date is after July 1, 2019, funds may be used at a four-year institution within ~~the Utah System of Higher Education~~ [USHE](#) that offers Baccalaureate programs.

6.4. Enrollment at Multiple Institutions: The award may only be used at the institution from which the student is earning a Baccalaureate degree.

6.5. Student Transfer: The award may be transferred to a different eligible institution upon the request of the recipient.

6.6 Limits: A recipient cannot receive both a New Century and a ~~an Opportunity Scholarship or~~ Regents' Scholarship.

R604-7 Disbursement of Award: This section details the disbursement of the award amounts.

7.1. Disbursement Schedule of Award: The award shall be disbursed semester-by-semester over the shortest of the following time periods:

7.1.1. Four semesters of enrollment in twelve credit hours;

7.1.2. ~~s~~Sixty credit hours; or

7.1.3. ~~u~~Until the recipient meets the requirements for a baccalaureate degree.

7.2. Enrollment Documentation: Institutions shall verify the recipient has met the requirements outlined in R604-8. Recipients who do not maintain eligibility may forfeit the remaining award amount.

7.3. Dropped Hours after Award: If a recipient drops credit hours after having received the award which results in enrollment below twelve credit hours, the scholarship will be revoked and the student may no longer be eligible for future awards (see 8.1) unless the student needs fewer than twelve credit hours for completion of a degree.

R604-8 Excess Appropriations: If money appropriated for this scholarship is available after all scholarship under this policy have been awarded, the Board shall use the leftover money for the Utah Promise Program Grant under Board Policy R620.

R604-~~9~~8. Continuing Eligibility: This section establishes the expectations of recipients to renew their award.

~~9~~8.1. Reasonable Progress Toward Degree Completion: The Board may cancel a recipient's scholarship if the student fails to:

~~9~~8.1.1. Maintain 3.3 GPA: to maintain a 3.3 GPA or higher for each semester for which he or she has received awards; or

~~9~~8.1.2. Reasonable Progress: to make reasonable progress (twelve credit hours) toward the completion of a Baccalaureate degree. A recipient must apply and receive an approved deferral or leave of absence under subsection 8.7 if ~~he or she~~they will not enroll in twelve credit hours continuously for Fall and Spring semesters.

98.2- Probation: If a recipient earns less than a 3.3 GPA in any single semester, the recipient must earn a 3.3 GPA or better the following semester to maintain eligibility for the scholarship. If the recipient again at any time earns less than a 3.3 GPA the scholarship will be revoked.

98.3- Final Semester: A recipient will not be required to enroll in twelve credit hours if the recipient can complete the degree program with fewer credits.

98.4- No Awards after Five Years: The Board will not make an award to a recipient for an academic term that begins more than five years after the recipient's high school graduation date.

98.5- No Guarantee of Degree Completion: An award does not guarantee that the recipient will complete ~~their~~~~his or her~~ Baccalaureate program within the recipient's scholarship eligibility period.

98.6- Deferral or Leave of Absence:

98.6.1- A recipient shall apply to the Board for a deferral. Leave of absence request are reviewed and approved by the institution the student is attending. Student are required to submit deferral and leave of absence request if they do not continuously enroll in fall and spring semester in twelve credit hours.

89.6.2- A deferral or leave of absence will not extend the time limits of the scholarship under subsection 8.5.

89.6.3- Deferrals or leaves of absence may be granted, for military service, humanitarian/religious service, documented medical reasons, and other exigent reasons.

R604-910 Appeals

910.1- Scholarship Determinations: Submission of a scholarship application does not guarantee a scholarship award. The Scholarship Staff shall review individual scholarship applications and make the awards determination. Awards are based on available funding, applicant pool, and applicants' completion of scholarship criteria by the specified deadline.

910.2- Appeals: An applicant has the right to appeal the Scholarship Staff's decision by filing an appeal with the Scholarship Appeals Committee subject to the following conditions:

910.2.1- Appeals must be submitted within 30 days of the date on which the scholarship notification was issued.

910.2.2- In the appeal, the applicant must provide ~~their~~ ~~his or her~~ full name, mailing address, the high school ~~he or she~~~~they~~ last attended, a statement of the reason for the appeal, and all information or evidence

that supports the appeal. The failure of an applicant to provide the information in this subsection shall not preclude the acceptance of an appeal.

910.2.3- An appeal filed before the applicant receives official notification from the Scholarship Staff regarding their application shall not be considered.

910.2.4- If an applicant failed to file ~~his or her~~ their appeal on time, the Scholarship Appeals Committee shall notify the applicant and give him or her an opportunity to show that the appeal was timely or that it was delayed for excusable neglect. If it is found that the appeal was not timely and the delay was without excusable neglect, the Scholarship Appeals Committee shall not have jurisdiction to consider the merits.

910.2.5- The Scholarship Appeals Committee may consider a late appeal on its merits if it determines the appeal was delayed because of excusable neglect.

910.2.6- The Scholarship Appeals Committee shall review the appeal to determine if the award decision was made in error, or if the applicant demonstrated substantial compliance with the scholarship application requirements but failed to meet one or more requirements for good cause.

910.2.7- If the Scholarship Appeals Committee determines the applicant has shown by a preponderance of the evidence that the initial decision was made in error, it shall either reverse the initial decision or remand it back to the Scholarship Staff for further review in accordance with the Appeals Committee's instructions.

9.2.8- If the Scholarship Appeals Committee determines the applicant has shown by a preponderance of the evidence that ~~he or she~~ they demonstrated substantial compliance with the application process requirements and good cause for failing to meet one or more of the requirements, the Appeals Committee shall grant the applicant a reasonable period of time to complete the remaining requirements and to resubmit the completed application to the Scholarship Staff for a redetermination.

910.2.9- The Scholarship Appeals Committee's decision shall be in writing and contain its findings of facts, reasoning and conclusions of law and notice of the right to judicial review.

910.2.10- The Scholarship Appeals Committee's decision represents the final agency action. An applicant who disagrees with the Scholarship Appeal Committee's Decision may seek judicial review in accordance with Utah Code Ann. 63G-4-402.

R609-~~10~~-11 Reporting

~~1011.1.~~ –As directed by Commissioner’s staff, eligible institutions shall report to the Board the following:

~~1011.1.1.~~ –The names of students the institutions awarded New Century Scholarship funds.

~~1011.1.2.~~ –Enrollment information such as the current GPA, the number of credits completed, and deferment or leave of absence information.

~~1011.1.3.~~ Other information deemed necessary to evaluate eligibility or the effectiveness of the program.

~~1011.2.~~ The Board may, at any time, request additional documentation or data related to the Regents’ Scholarship and may review or formally audit an eligible institution’s compliance with this policy.

**Please note the requirement to have the coursework certified by the campus registrar under subsection 5.3 of this policy.*

***Please refer to [subsection 3.5](#) for clarification.*

~~Adopted June 4, 1999, amended July 12, 1999, April 20, 2001, May 31, 2002, September 15, 2006. Amended and approved on October 16, 2009; April 1, 2010; March 25, 2011; March 29, 2013; April 1, 2016; May 17, 2019; and May 15, 2020; and [XXX](#).~~

R604, New Century Scholarship¹

R604-1 Purpose: The New Century Scholarship encourages students to accelerate their education by earning an associate degree in high school from an institution within the Utah System of Higher Education (“USHE”).

R604-2 References

- 2.1 [Utah Code § 53B-8-105](#), New Century Scholarships
- 2.2 [Utah Code § 53B-8-201](#), Opportunity Scholarship Program
- 2.3 [Utah Code Title 53B Chapter 8 Part 2](#), Regents’ Scholarship Program
- 2.4 [Board Policy R609A](#), Regents’ Scholarship

R604-3 Definitions

- 3.1 **“Applicant”** means a student who is in their last term in high school and on track to complete the high school graduation requirements of a public school established by the Utah State Board of Education and the student’s school district or charter school or a private high school in the state that is accredited by a regional accrediting body approved by the Board, or a home-school student.
- 3.2 **“Associate Degree”** means an Associate of Arts, Associate of Science, or Associate of Applied Science degree received from, or verified by, a regionally accredited institution within USHE. If the institution does not offer the above listed degrees, equivalent academic requirements will suffice under subsection 3.5.2 of this policy.
- 3.3 **“Awards”** means New Century Scholarship funds.
- 3.4 **“Utah Board of Higher Education – Board”** means the Utah Board of Higher Education.
- 3.5 **“Completes the requirements for an associate degree”** means that an applicant completes either of the following:

¹ Adopted June 4, 1999, amended July 12, 1999, April 20, 2001, May 31, 2002, September 15, 2006, October 16, 2009, April 1, 2010, March 25, 2011, March 29, 2013, April 1, 2016, May 17, 2019, May 15, 2020.

3.5.1 All the required courses for an associate degree from an institution within USHE that offers associate degrees; and applies for the associate degree from the institution; or

3.5.2 All the required courses for an equivalency to the associate degree from a higher education institution within USHE that offers Baccalaureate degrees but does not offer associate degrees.*

3.6 “Excusable Neglect” means a failure to take proper steps at the proper time, not in consequence of carelessness, inattention, or willful disregard in the processing of an appeal, but in consequence of some unexpected or unavoidable hindrance or accident.

3.7 “Good Cause” means the student’s failure to meet a scholarship application process requirement was due to circumstances beyond the student’s control or circumstances that are compelling and reasonable.

3.8 “High school” means a public high school established by the Board or private high school within the boundaries of the State of Utah. If a private high school, it shall be accredited by a regional accrediting body approved by the Board.

3.9 “High school graduation date” means the day on which the recipient’s class graduates from high school. For home-schooled student refer to subsection 4.2.1 of this policy.

3.10 “Home-schooled” refers to a student who has not graduated from a Utah high school and received a high school grade point average (GPA).

3.11 “Math and science curriculum” means the rigorous math and science curriculum developed and approved by the Board which, if completed, qualifies a high school student for an award. Curriculum requirements can be found on USHE’s website at ushe.edu.

3.12 “New Century Scholarship” means a renewable scholarship to be awarded to applicants who complete the eligibility requirements of section 4 of this policy.

3.13 “Reasonable progress” means enrolling and completing at least twelve credit hours during Fall and Spring semesters and earning a 3.3 GPA or higher each semester. If applicable, students attending summer must enroll full-time according to their institution and or program policy regarding full-time status.

3.14 “Recipient” means an applicant who receives an award under the requirements set forth in this policy.

3.15 “Renewal Documents” means a college transcript demonstrating that the recipient has met the required semester GPA and a detailed schedule providing proof of enrollment in twelve credit hours for the semester which the recipient is seeking award payment.

3.16 “Scholarship Appeals Committee” means the committee designated by Commissioner of Higher Education to review appeals of Regents’ Scholarship award decisions and take final agency action regarding awards.

3.17 “Scholarship Staff” means the group assigned to review Regents’ Scholarship applications and make decisions awarding the scholarships and deferments.

3.18 “Substantial Compliance” means the applicant, in good faith, complied with the substantial or essential scholarship application requirements and has demonstrated likely eligibility but failed to comply exactly with the application specifics.

3.19 “The Utah System of Higher Education – USHE” means the Utah System of Higher Education, which includes the University of Utah, Utah State University, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, and Salt Lake Community College.

R604-4 Recipient Requirements: This section enumerates the requirements to qualify as a recipient. Subsection 4.1 creates the general academic requirements. Subsections 4.2 and 4.3 clarify the exceptions and requirements specific for home-schooled students and students whose graduation date occurs in 2010 or before.

4.1 General Academic Requirements: Unless an exception applies, to qualify as a recipient a student shall:

4.1.1 Complete the requirements for an associate degree** or the math and science curriculum at a regionally accredited institution within USHE.

4.1.1.1 With at least a 3.0 grade point average

4.1.1.2 By the applicant’s high school graduation date; and

4.1.2 Complete the high school graduation requirements of a Utah high school with at least a 3.5 cumulative GPA.

4.2 Utah Home-schooled Students: For Utah home-schooled applicants the following exceptions and requirements apply:

4.2.1 High School Graduation Date for Home-schooled Applicants:

4.2.1.1 Completes High School in 2011 and After: If a home-schooled applicant would have completed high school in 2011 or after, the high school graduation date (under subsection 4.1.1.2) is June 15 of the year the applicant would have completed high school;

4.2.2 ACT Composite Score Requirement: A composite ACT score of 26 or higher is required in place of the high school GPA (under subsection 4.1.2).

4.3 Mandatory Fall Term Enrollment: A recipient shall enroll in an eligible institution by fall semester immediately following the student's high school graduation date or receive an approved deferral or leave of absence under subsection 8.7 of this policy.

R604-5 Application Procedures: This section establishes the basic application procedures for an award.

5.1 Application Contact: Qualifying students shall apply for the award through the Board.

5.2 General Procedure: An application for an award shall contain the following:

5.2.1 Application Form: the official online application will become available on the New Century website.

5.2.2 College Transcript: an official college transcript showing college courses, Advanced Placement and transfer work an applicant has completed to meet the requirements for the associate degree and verification of the date the award was earned; and

5.2.3 High School Transcript: an official high school transcript with high school graduation dated posted (if applicable).

5.2.4. ACT Score: a copy of the student's verified ACT score (if applicable).

5.3 Registrar Verification: If an applicant is enrolled at an institution which does not offer an associate degree or an institution that will not award the associate degree until the academic on-campus residency requirement has been met, the registrar must verify that the applicant has completed the equivalent academic requirements under 4.1.1.

5.4 Application Deadline: Applicants shall meet the following deadlines:

5.4.1 Application Submission: Applicants must submit the official scholarship application no later than February 1 of the year of their high school graduation date or the year they would have graduated from high school.

5.4.2 Support Documentation Submission: All necessary support documentation shall be submitted on or before September 1 following the student's high school graduation date. In some cases, exceptions may be made as advanced placement and transfer work verification may be delayed at an institutional level and no fault of the applicant. Scholarship

awards may be denied if all documentation is not complete and submitted by the specified deadlines. And if any documentation demonstrates that the applicant did not satisfactorily fulfill all coursework and GPA requirements, or if any information, including the attestation of criminal record and citizenship status, proves to be falsified.

5.4.3 Priority Deadline: A priority deadline may be established each year. Applicants who meet the priority deadline may be given first priority of consideration for awards.

5.5 Incomplete Documentation: Applications or other submissions that have missing information or missing documents are considered incomplete, will not be considered, and may result in failure to meet a deadline.

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6.1 Value of the Award: The award is up to the amount provided by the law and determined each Spring by the Board based on legislative funding and number of applicants. The total value may change in accordance with subsection 6.2.

6.2 The Board May Decrease Award: If the appropriation from the Utah Legislature for the scholarship is insufficient to cover the costs associated with the scholarship, the Board may reduce or limit the award.

6.3 Eligible Institutions: An award may be used at the following institutions:

6.3.1 For recipients whose high school graduation date is on or before July 1, 2019, award funds may be used at a four-year institution within USHE that offers Baccalaureate programs or a private not-for-profit higher education four-year institution in the state of Utah accredited by the Northwest Commission on Colleges and Universities that offers Baccalaureate programs.

6.3.2 For recipients whose high school graduation date is after July 1, 2019, funds may be used at a four-year institution within USHE that offers Baccalaureate programs.

6.4 Enrollment at Multiple Institutions: The award may only be used at the institution from which the student is earning a Baccalaureate degree.

6.5 Student Transfer: The award may be transferred to a different eligible institution upon the request of the recipient.

6.6 Limits: A recipient cannot receive both a New Century and a Regents' Scholarship.

R604-7 Disbursement of Award: This section details the disbursement of the award amounts.

7.1 Disbursement Schedule of Award: The award shall be disbursed semester-by-semester over the shortest of the following time periods:

7.1.1 Four semesters of enrollment in twelve credit hours;

7.1.2 Sixty credit hours; or

7.1.3 Until the recipient meets the requirements for a baccalaureate degree.

7.2. Enrollment Documentation: Institutions shall verify the recipient has met the requirements outlined in R604-8. Recipients who do not maintain eligibility may forfeit the remaining award amount.

7.3 Dropped Hours after Award: If a recipient drops credit hours after having received the award which results in enrollment below twelve credit hours, the scholarship will be revoked and the student may no longer be eligible for future awards (see 8.1) unless the student needs fewer than twelve credit hours for completion of a degree.

R604-8 Excess Appropriations: If money appropriated for this scholarship is available after all scholarship under this policy have been awarded, the Board shall use the leftover money for the Utah Promise Program Grant under Board Policy R620.

R604-9 Continuing Eligibility: This section establishes the expectations of recipients to renew their award.

9.1 Reasonable Progress Toward Degree Completion: The Board may cancel a recipient's scholarship if the student fails to:

9.1.1 Maintain 3.3 GPA: to maintain a 3.3 GPA or higher for each semester for which he or she has received awards; or

9.1.2 Reasonable Progress: to make reasonable progress (twelve credit hours) toward the completion of a Baccalaureate degree. A recipient must apply and receive an approved deferral or leave of absence under subsection 8.7 if they will not enroll in twelve credit hours continuously for Fall and Spring semesters.

9.2 Probation: If a recipient earns less than a 3.3 GPA in any single semester, the recipient must earn a 3.3 GPA or better the following semester to maintain eligibility for the scholarship. If the recipient again at any time earns less than a 3.3 GPA the scholarship will be revoked.

9.3 Final Semester: A recipient will not be required to enroll in twelve credit hours if the recipient can complete the degree program with fewer credits.

9.4 No Awards after Five Years: The Board will not make an award to a recipient for an academic term that begins more than five years after the recipient's high school graduation date.

9.5 No Guarantee of Degree Completion: An award does not guarantee that the recipient will complete their Baccalaureate program within the recipient's scholarship eligibility period.

9.6 Deferral or Leave of Absence:

9.6.1 A recipient shall apply to the Board for a deferral. Leave of absence request are reviewed and approved by the institution the student is attending. Student are required to submit deferral and leave of absence request if they do not continuously enroll in fall and spring semester in twelve credit hours.

9.6.2 A deferral or leave of absence will not extend the time limits of the scholarship under subsection 8.5.

9.6.3 Deferrals or leaves of absence may be granted, for military service, humanitarian/religious service, documented medical reasons, and other exigent reasons.

R604-10 Appeals

10.1 Scholarship Determinations: Submission of a scholarship application does not guarantee a scholarship award. The Scholarship Staff shall review individual scholarship applications and make the awards determination. Awards are based on available funding, applicant pool, and applicants' completion of scholarship criteria by the specified deadline.

10.2 Appeals: An applicant has the right to appeal the Scholarship Staff's decision by filing an appeal with the Scholarship Appeals Committee subject to the following conditions:

10.2.1 Appeals must be submitted within 30 days of the date on which the scholarship notification was issued.

10.2.2 In the appeal, the applicant must provide their full name, mailing address, the high school they last attended, a statement of the reason for the appeal, and all information or evidence that supports the appeal. The failure of an applicant to provide the information in this subsection shall not preclude the acceptance of an appeal.

10.2.3 An appeal filed before the applicant receives official notification from the Scholarship Staff regarding their application shall not be considered.

10.2.4 If an applicant failed to file their appeal on time, the Scholarship Appeals Committee shall notify the applicant and give him or her an

opportunity to show that the appeal was timely or that it was delayed for excusable neglect. If it is found that the appeal was not timely and the delay was without excusable neglect, the Scholarship Appeals Committee shall not have jurisdiction to consider the merits.

10.2.5 The Scholarship Appeals Committee may consider a late appeal on its merits if it determines the appeal was delayed because of excusable neglect.

10.2.6 The Scholarship Appeals Committee shall review the appeal to determine if the award decision was made in error, or if the applicant demonstrated substantial compliance with the scholarship application requirements but failed to meet one or more requirements for good cause.

10.2.7 If the Scholarship Appeals Committee determines the applicant has shown by a preponderance of the evidence that the initial decision was made in error, it shall either reverse the initial decision or remand it back to the Scholarship Staff for further review in accordance with the Appeals Committee's instructions.

9.2.8 If the Scholarship Appeals Committee determines the applicant has shown by a preponderance of the evidence that they demonstrated substantial compliance with the application process requirements and good cause for failing to meet one or more of the requirements, the Appeals Committee shall grant the applicant a reasonable period of time to complete the remaining requirements and to resubmit the completed application to the Scholarship Staff for a redetermination.

10.2.9 The Scholarship Appeals Committee's decision shall be in writing and contain its findings of facts, reasoning and conclusions of law and notice of the right to judicial review.

10.2.10 The Scholarship Appeals Committee's decision represents the final agency action. An applicant who disagrees with the Scholarship Appeal Committee's Decision may seek judicial review in accordance with Utah Code Ann. 63G-4-402.

R609-11 Reporting

11.1 As directed by Commissioner's staff, eligible institutions shall report to the Board the following:

11.1.1 The names of students the institutions awarded New Century Scholarship funds.

11.1.2 Enrollment information such as the current GPA, the number of credits completed, and deferment or leave of absence information.

11.1.3 Other information deemed necessary to evaluate eligibility or the effectiveness of the program.

11.2 The Board may, at any time, request additional documentation or data related to the Regents' Scholarship and may review or formally audit an eligible institution's compliance with this policy.

**Please note the requirement to have the coursework certified by the campus registrar under subsection 5.3 of this policy.*

***Please refer to subsection 3.5 for clarification.*

R606, USHE Employee Partner Scholarship¹

R606-1 Purpose: To allow employees of a Utah System of Higher Education (“USHE”) institution to receive a scholarship to attend another USHE institution.

R-606-2 References

Utah Code § 53B-13a-106(6), Utah Promise Partners

R606-3 Definitions

3.1 “USHE Employee Partner Scholarship” means a scholarship award available to employees of a USHE institution or the Office of the Commissioner of Higher Education (“OCHE”).

3.2 “USHE Employee Scholarship Advisory Committee” (“Committee”) means a committee comprised of representatives appointed by the Commissioner of Higher Education to provide recommendations for awarding scholarships.

3.3 “Fiscal Year” means the calendar year starting July 1, and ending June 30. For degree-granting institutions, this includes Summer, Fall and Spring semesters of the corresponding academic year.

R606-4 Scholarship Award: The Commissioner, or their designee, may award a one-year USHE Employee Partner Scholarship to an individual employed at a USHE institution for up to 50% of tuition and fees if the employee:

4.1 is employed at a USHE institution full-time;

4.2 has been admitted to a USHE institution, and has declared intention to enroll; and

4.3 intends to pursue a program of study leading to a certificate, degree or other credential related to their current job duties.

R606-5 Application Procedures: An eligible employee must submit a scholarship application by May 30 before the fiscal year during which scholarship awards are made.

5.1 Annually, the scholarship application shall be made available to USHE institution Human Resources Directors, or their identified equivalent, who are responsible for notifying USHE employees at their institution about this program.

5.2 Applicants must receive, and include in their application, written approval of a Dean, Assistant Vice-President or equivalent (or any employee more senior) that the applicant’s educational pursuit is related to the applicant’s current job duties.

5.3 Applicants must submit the scholarship application published by OCHE.

R606-6 Scholarship Administration:

¹ *Approved XXX*

6.1 Selection and Award Determination: The Commissioner, or their designee, shall determine the available funds to be applied to this program, the maximum scholarship award amount, and which applicants may receive an award.

6.1.1 When determining scholarship awards under this policy, the Commissioner, or their designee, shall consider recommendations submitted by the USHE Employee Scholarship Advisory Committee.

6.1.2 A scholarship award cannot exceed 50% of tuition and fees during the fiscal year for which the award is made or for the total duration of the program in which the recipient is enrolled, whichever occurs first.

6.1.3 OCHE shall annually transfer award funds to USHE institutions on behalf of recipients.

6.1.4 Institutions shall return any unexpended funds awarded to a recipient during the fiscal year by June 30 of the corresponding fiscal year.

6.2 USHE Employee Scholarship Advisory Committee

6.2.1 Annually, every USHE President shall identify one employee for consideration to serve on the Committee.

6.2.2 Annually, the Commissioner shall appoint up to 6 employees from any USHE institution from nominees identified by USHE presidents to serve on the Committee.

6.2.3 A nominee may not apply for a scholarship award for the year in which she or he serves on the Committee.

6.2.4 The Committee shall recommend to the Commissioner, or their designee, the proportion of scholarship awards to be awarded for any certificate or degree type offered at any USHE institution.

6.2.5 The Committee shall use all available information to inform its recommendation including available funds, programs of study current applicants intend to pursue, programs considered to most advance the skills of current applicants, and the extent current applicants will fulfill the strategic objectives of the Board by receiving an award.

6.2.6 The Committee shall submit its recommendation to the Commissioner, or their designee, by June 30 annually.

R606-7 Continuing Eligibility

7.1 After providing a recipient notice and an opportunity to respond, an institution may rescind a recipient's scholarship if it determines the recipient has not met the following requirements:

7.1.1 Maintaining satisfactory academic progress toward the completion of the recipient's program in accordance with the institution's policies;

7.1.2 Being enrolled at least half-time as determined by the institution;

7.1.3 Maintaining full-time employment at a USHE institution;

7.2 Recipients may reapply for the scholarship annually. Those who received the scholarship during the previous year shall be given priority in the application and award process.

7.3 Recipients may receive a scholarship award for up to 5 consecutive years in a single program, subject to the requirements of this section.

R606-8 Deferment: A recipient may seek deferment of an award in accordance with applicable deferral policies at the eligible institution.

R606-9 Transfers: Recipients may transfer to the same program at another eligible institution and retain the scholarship if they meet all requirements in section R606-. Transfer students are ultimately responsible for communication with financial aid offices at each institution well in advance. Transfer students must maintain full-time employment status at the same institution at which they were employed at the time of application. The receiving institution is responsible to make any adjustments in a recipient's award. Higher cost of tuition and fees at the new institution are subject to available funding in this program at the time of transfer.

R606-10. Reporting.

10.1 As specified by OCHE, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other scholarship information for the most recently completed fiscal year.

10.2 OCHE may, at any time, request additional documentation or data related to the scholarship program and may review or formally audit an institution's documentation and compliance with this policy.

R608, Opportunity Scholarship

R608-1 Purpose: The Opportunity Scholarship encourages students to complete advanced courses in core subject areas [while in high school](#), ~~in order to~~ [make higher education more accessible](#) ~~provide better access to higher education opportunities and~~ to reward students for preparing academically for college.

R608-2 References

2.1 [Utah Code § ~~Section 53B-8-201~~](#), Opportunity Scholarship Program

R608-3 Definitions

3.1 “Advanced Course” means a course offered via concurrent enrollment (CE), advanced placement (AP), or international baccalaureate (IB) and identified by the Utah Board of Education as earning core credit in the required subject area.

3.2 “Board” means the Utah Board of Higher Education.

3.3 “Eligible Institutions” means institutions of higher education listed in Utah Code [S](#)section 53B-2-101(1), or a private, nonprofit college or university in ~~the state~~[Utah](#) that is accredited by the Northwest Commission on Colleges and Universities.

3.4 “Excusable Neglect” means a failure to take proper steps at the proper time, not in consequence of willful disregard of the scholarship application process, but in consequence of some unexpected or unavoidable circumstances.

3.5 “Good Cause” means the applicant’s failure to meet a scholarship application process requirement was due to circumstances beyond the student’s control or circumstances that are compelling and reasonable.

3.6 “High School” means a public school established by the ~~Utah State Board of Education~~ or [a](#) private high school ~~within the boundaries of the State of Utah. If a private high school, it shall be~~ accredited by a regional accrediting body approved by the Board.

3.7 “Scholarship Appeals Committee” means a committee designated by [the](#) Commissioner of Higher Education to review appeals of Opportunity Scholarship award decisions and take final agency action regarding awards.

3.8 “Scholarship Award” means a scholarship awarded to all applicants who meet the eligibility requirements of section 4.

3.9 “Scholarship Staff” means the employees assigned review Opportunity Scholarship applications and make decisions awarding the scholarships.

3.10 “Substantial Compliance” means the applicant, in good faith, demonstrated clear intent to comply with the scholarship application requirements and has demonstrated likely eligibility, but failed to precisely comply with the application specifics.

R608-4 Award Requirements

4.1 To qualify for the Opportunity Scholarship, the applicant shall satisfy the following criteria:

4.1.1 Graduate from a Utah high school with a minimum, non-weighted GPA of 3.3;

4.1.2 Complete one advanced Mathematics course;

4.1.3 Complete one advanced Language Arts course;

4.1.4 Complete one advanced Science course; and;

4.1.5 Complete and submit either the Free Application for Federal Student Aid (FAFSA) or the alternative financial form approved by the Board.

4.1.6 Under Utah Code 63G-12-402, verification of lawful presence in the United States is not required to be eligible for a scholarship under this policy.

4.2 Students who will graduate from a Utah high school in 2022 may alternatively qualify for the Opportunity Scholarship if they satisfy the following criteria:

4.2.1 Graduate from a Utah high school with a minimum, non-weighted GPA of 3.3;

4.2.2 Complete four credits of English;

4.2.3 Complete four credits of math, including one course of advanced math;

4.2.3.1 For purposes of subsection 4.2, advanced math means any of the following courses: pre-calculus, calculus, statistics, AP calculus AB, AP calculus BC, AP statistics, college courses Math 1030 and higher, IB Math SL, HL, and Further Math.

4.2.4 Complete three credits of lab-based biology, chemistry and physics;

4.2.5 Complete two credits of world languages;

4.2.6 Complete three credits of social science; and;

4.2.7 Complete and submit [either](#) the Free Application for Federal Student Aid (FAFSA) [or the scholarship alternative financial form available](#).

4.3 Students who will graduate from a Utah high school in 2022 must apply for the Opportunity Scholarship using the eligibility criteria in either subsection 4.1 or subsection 4.2 exclusively. They may not qualify for the Opportunity Scholarship by mixing courses from both sets of criteria.

4.3.1 The courses listed in subsections 4.1 and 4.2 are not always analogous. Students who will graduate in 2022 should verify the courses they are completing meet the eligibility requirements under the subsection through which they elect to apply.

4.4 A student may satisfy a course requirement through a competency-based assessment provided it is documented for credit on an official transcript.

4.5 Mandatory Enrollment: An award recipient shall enroll at an eligible institution full time—as defined by the institution—beginning with the fall semester after high school graduation. The institution at which the student attends shall verify the recipient has met the enrollment requirements before disbursing payment.

R608-5 Application Procedures

5.1 Application Deadline: Applicants shall submit an official scholarship application no later than February 1 of the year that they graduate from high school. The Board may establish a priority deadline each year. Applicants who meet the priority deadline may be given first priority or consideration for the scholarship. Subject to funding, students may be considered based on the date of they completed and submitted their application. Additional criteria to prioritize awarding may be established by the Board.

5.2 Required Documentation: Applicants shall submit the following documents:

5.2.1 The online Opportunity Scholarship application.

5.2.2 Complete the online Free Application for Federal Student Aid

5.2.3 If there is an error with the student's transcript, a student must work with their high school or district to rectify the information to complete an application.

R608-6 Award Amounts and Ongoing Eligibility

6.1 Award Determination: The Board will determine eligibility criteria and maximum award amounts, based on legislative appropriations and the number of eligible applicants.

6.2 Scholarship Award: Students who meet the eligibility criteria may receive up to a four-semester scholarship award. Institutions shall determine individual recipient award amounts in accordance with Utah Code [Section 53B-8-201\(3\)](#).

6.43 Ongoing Eligibility: If a student receives an award disbursement, the recipient must enroll at an eligible institution full time and maintain satisfactory academic progress as defined by the institution to remain eligible for future disbursements. Institutions shall verify the recipient has met these requirements. Recipients who do not maintain eligibility forfeit any remaining award amount.

R608-7 Time Limitations and Deferrals

7.1 Time Limitation: Scholarship funds are only available to a recipient for five years after their high school graduation date.

7.2 Deferral or Leave of Absence: Recipients who will not enroll as a student shall apply for a deferral or leave of absence with their institution.

7.2.1 An approved deferral or leave of absence will not extend the time limits of the scholarship. The scholarship may only be used for academic semesters that begin within five years after the recipient's high school graduation date.

7.2.2 A recipient who elects to attend a USHE technical college may defer the Opportunity Scholarship during that period of enrollment subject to the time limitations of [Subsection 7.2.12](#).

R608-8 Transfers

8.1 Recipients may transfer to another eligible institution and retain the scholarship award. Recipients shall inform the institution from which they transfer from and the institution to which they are transferring of their intent to transfer. Institutions shall coordinate the transfer of scholarship funds and information and report this information to the Office of the Commissioner.

R608-9 Appeals

9.1 An applicant has the right to appeal an adverse decision. When [a Scholarship Staff](#) denies eligibility, they shall issue a written determination that includes instructions on how to file an appeal.

9.1.1 Applicants must submit a written appeal [to the Appeal Committee](#) within 30 days of the date on which the scholarship notification was issued.

9.1.2 In the appeal, the applicant must provide contact information, high school attended, a statement of the reason for the appeal, and all information or evidence that supports the appeal.

9.1.3 An appeal filed before the applicant receives official notification from the Scholarship Staff of its decision may not be considered.

9.1.4 If an applicant failed to file ~~his or her~~their appeal on time, the Scholarship Appeals Committee shall notify the applicant of the late filing and give him or her an opportunity to provide a written explanation of the reasons for failing to file the appeal by the deadline. The Scholarship Appeals Committee shall not have jurisdiction to consider the merits of an appeal that is filed beyond the deadline unless it determines the applicant established excusable neglect.

9.1.5 The Scholarship Appeals Committee shall review the appeal to determine if the award decision was made in error, or if the applicant demonstrated substantial compliance with the scholarship application requirements but failed to meet one or more requirements for good cause.

9.1.6 If the Scholarship Appeals Committee determines the applicant has shown by a preponderance of the evidence that the initial decision was made in error, it shall either reverse the initial decision or remand it back to the Scholarship Staff for further review in accordance with the Appeals Committee's instructions.

9.1.7 If the Scholarship Appeals Committee determines the applicant has shown by a preponderance of the evidence that ~~he or she~~they demonstrated substantial compliance with the application process requirements and good cause for failing to meet one or more of the requirements, the Appeals Committee may grant the applicant a reasonable period of time to complete the remaining requirements and to resubmit the completed application to the Scholarship Staff for a redetermination or grant the application eligibility for an award.

9.1.8 The Scholarship Appeals Committee's decision shall be in writing and contain its findings of facts, reasoning and conclusions of law and notice of the right to judicial review.

9.1.9 The Scholarship Appeals Committee's decision represents the final agency action. An applicant who disagrees with the Scholarship Appeal Committee's Decision may seek judicial review in accordance with Utah Code Ann. 63G-4-402.

R608-10 Administrative Costs: The Board may use up to 3% of the money appropriated for the Opportunity Scholarship program to cover administrative costs and overhead.

R608-11 Reporting

11.1. As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other technical education scholarship information for the most recently-completed fiscal year.

11.2. The Office of the Commissioner or the Board may, at any time, request additional documentation or data related to the Opportunity Scholarship Program and may review or formally audit an institution's documentation and compliance with this policy.

~~**110.1.** As directed by Commissioner's staff, eligible institutions shall report to the Board the following:~~

~~**110.1.1** The names of students the institutions awarded Opportunity Scholarship funds.~~

~~**110.1.2** Enrollment information such as the current GPA, the number of credits completed, and deferment or leave of absence information.~~

~~**110.1.3** Other information deemed necessary to evaluate eligibility or the effectiveness of the program.~~

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R608, Opportunity Scholarship¹

R608-1 Purpose: The Opportunity Scholarship encourages students to complete advanced courses in core subject areas while in high school, to make higher education more accessible and to reward students for preparing academically for college.

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3.7 “Scholarship Appeals Committee” means a committee designated by the Commissioner of Higher Education to review appeals of Opportunity Scholarship award decisions and take final agency action regarding awards.

3.8 “Scholarship Award” means a scholarship awarded to all applicants who meet the eligibility requirements of section 4.

¹ Adopted by the UHEAA Board of Directors July 11, 2001, amended October 1, 2001 and June 20, 2002. Amended to a “scholarship” program in the 2009 Legislative General Session; approved by the Regents May 29, 2009.

¹ The 2009 Legislative General Session SB 105 amended Utah Code 53B-6-105.7 changing the loan forgiveness program to a scholarship program.

3.9 “Scholarship Staff” means the employees assigned review Opportunity Scholarship applications and make decisions awarding the scholarships.

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6.4 Ongoing Eligibility: If a student receives an award disbursement, the recipient must enroll at an eligible institution full time and maintain satisfactory academic progress as defined by the institution to remain eligible for future disbursements. Institutions shall verify the recipient has met these requirements. Recipients who do not maintain eligibility forfeit any remaining award amount.

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7.2.2 A recipient who elects to attend a USHE technical college may defer the Opportunity Scholarship during that period of enrollment subject to the time limitations of subsection 7.2.1.

R608-8 Transfers

8.1 Recipients may transfer to another eligible institution and retain the scholarship award. Recipients shall inform the institution from which they transfer from and the institution to which they are transferring of their intent to transfer. Institutions shall coordinate the transfer of scholarship funds and information and report this information to the Office of the Commissioner.

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9.1.5 The Scholarship Appeals Committee shall review the appeal to determine if the award decision was made in error, or if the applicant demonstrated substantial compliance with the scholarship application requirements but failed to meet one or more requirements for good cause.

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9.1.7 If the Scholarship Appeals Committee determines the applicant has shown by a preponderance of the evidence that they demonstrated substantial compliance with the application process requirements and good cause for failing to meet one or more of the requirements, the Appeals Committee may grant the applicant a reasonable period of time to complete the remaining requirements and to resubmit the completed application to the Scholarship Staff for a redetermination or grant the application eligibility for an award.

9.1.8 The Scholarship Appeals Committee's decision shall be in writing and contain its findings of facts, reasoning and conclusions of law and notice of the right to judicial review.

9.1.9 The Scholarship Appeals Committee's decision represents the final agency action. An applicant who disagrees with the Scholarship Appeal Committee's Decision may seek judicial review in accordance with Utah Code Ann. 63G-4-402.

R608-10 Administrative Costs: The Board may use up to 3% of the money appropriated for the Opportunity Scholarship program to cover administrative costs and overhead.

R608-11 Reporting

11.1. As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other technical education scholarship information for the most recently-completed fiscal year.

11.2. The Office of the Commissioner or the Board may, at any time, request additional documentation or data related to the Opportunity Scholarship Program and may review or formally audit an institution's documentation and compliance with this policy.

R613, Public Safety Officer Career Advancement Reimbursement Program (PSOCAR)¹

R613-1. Purpose: PSOCAR is a state-funded tuition reimbursement program for certified peace officers enrolled in criminal justice related programs at a credit-granting institution in the Utah System of Higher Education ~~or the Utah System of Technical Colleges~~ (“Institution”).

R613-2. References

2.1. ~~Utah Code §53B-1-102.~~ [Utah Code § 53B-1-102, Utah System of Higher Education](#)

2.2. ~~Utah Code §53B-8-112-13.~~ [Utah Code § 53B-8-112, Public Safety Officer Career Advancement Reimbursement Program \(eff. August 31, 2020\)](#)

2.3. ~~Utah Code §63G-4-202.~~ [Utah Code § 63G-4-202, Designation of Adjudicative Proceedings as Informal](#)

R613-3 Program Sunsetting: [Due to amendments made to Utah Code section 53B-8-112 in the 2022 legislative session, this policy and reimbursements made under it shall sunset on June 30, 2024. Beginning July 1, 2022, qualified peace officers, including those who were previously denied reimbursement based on lack of funding or who have received reimbursement under this policy, may seek grants for tuition under Board policy R614.](#)

R613-~~43~~. Application Process

~~34.1.~~ Qualified applicants may be reimbursed up to half the cost of tuition and fees with a maximum of \$5,000 per year, subject to funding. If the total applicant awards exceed available funding in any given year, the Board will reduce reimbursement amounts evenly across all qualified applicants, provided that the minimum amounts designated by statute for particular rural counties are first met. A student may participate in PSOCAR for a maximum of eight academic years.

~~34.2.~~ To qualify, applicants must be:

~~34.2.1.~~ a certified peace officer, currently employed by a law enforcement agency in Utah;

¹ Approved May 19, 2017; amended January 19, 2018, XXX

~~34.2.2.~~ employed by a law enforcement agency in Utah as a certified peace officer for three consecutive years prior to the completion of the academic year for which ~~he or she is~~ they are seeking reimbursement;

~~34.2.3.~~ seeking a post-secondary degree in the area of criminal justice from a credit-granting institution in the Utah System of Higher Education ("USHE") ~~or the Utah System of Technical Colleges~~; and

~~34.2.4.~~ employed by a law enforcement agency in Utah as a certified peace officer for one additional year after the completion of that academic year.

~~34.3. Utah Higher Education Assistance Authority ("UHEAA")~~ USHE will create and provide an application form ("PSOCAR Application") for use of qualifying students and the Institution where they are attending. The application will be available at the Utah Board of Higher Education website, ushe.edu. Applicants must complete the entire application and include all required documentation and certifications including,

~~34.3.1.~~ Employer certification from an authorized representative of each employer for the four year period and

~~34.3.2.~~ A copy of the tuition payment receipt(s) and transcript(s) with final grades for the enrollment period.

~~34.4.~~ In order to participate in the PSOCAR, a student must submit a completed PSOCAR Application to the Institution where ~~he or she is~~ they are attending by the application deadline set forth in R613-4. The application may be submitted by email, fax, post mail, or hand delivery.

~~34.5.~~ Eligible Institutions will establish a process for receiving and reviewing PSOCAR Applications. After receiving an application, the Institution will make a preliminary determination as to whether the student qualifies for tuition reimbursement under PSOCAR. The Institution will then forward the application with an explanation of its determination to USHE. ~~UHEAA~~. Institutions will forward all applications to USHE ~~UHEAA~~ no later than 15 days after the application deadline. USHE ~~UHEAA~~ will then make the final determination of each applicant's eligibility and make the awards as appropriate, subject to funding.

R613-~~54.~~ Application Deadlines

~~4.1. The 2017 application will allow for reimbursement to criminal justice students who were enrolled during the 2015-2016 academic year, defined as July 1, 2015 to June 30, 2016, who meet program requirements. Application deadlines for subsequent years will retain similar time frames, adjusted for the next year.~~

~~4.12.~~ For the first year of the program, qualified applicants may submit applications beginning July 1, 2017, after the post-enrollment work component is complete. Applicants ~~for subsequent years~~ may begin submitting applications on July 1 of the year in which they are applying.

~~4.3. 2017 applications are due by November 1, 2017 to be considered for reimbursement.~~

~~5.2 The deadline for subsequent years' applications will be~~ September 1st of the relevant year. Applications must be postmarked or received by the criminal justice department at the Institution by ~~the application deadline~~ September 1 in order to be considered. ~~The deadline for subsequent years' applications will be September 1st. The postmark or received by requirements remain the same.~~

R613-~~65~~. Appeals Process

~~56.1.~~ Applicants who wish to appeal a reimbursement decision may do so, in writing to the Commissioner of Higher Education or designee. ~~The applicant's appeal shall be postmarked within 30 days from the date on which the reimbursement decision was made by~~ USHE ~~UHEAA~~.

~~56.2.~~ Applicants shall include all relevant arguments and documentation in their written appeals.

~~56.3.~~ The Commissioner of Higher Education or designee shall review the appeal and issue a written decision in accordance with the Utah Administrative Procedures Act. The Commissioner's decision is the final agency action and is subject to judicial review under Part 4 of the Utah Administrative Procedures Act.

~~56.4.~~ Appeals proceedings under this subsection are designated as informal ~~pursuant to~~ under Utah Code section §63G-4-202.

R613, Public Safety Officer Career Advancement Reimbursement Program (PSOCAR)¹

R613-1 Purpose: PSOCAR is a state-funded tuition reimbursement program for certified peace officers enrolled in criminal justice related programs at a credit-granting institution in the Utah System of Higher Education (“Institution”).

R613-2 References

- 2.1** [Utah Code § 53B-1-102](#), Utah System of Higher Education
- 2.2** [Utah Code § 53B-8-112](#), Public Safety Officer Career Advancement Reimbursement Program (eff. August 31, 2020)
- 2.3** [Utah Code § 63G-4-202](#), Designation of Adjudicative Proceedings as Informal

R613-3 Program Sunsetting: Due to amendments made to Utah Code section 53B-8-112 in the 2022 legislative session, this policy and reimbursements made under it shall sunset on June 30, 2024. Beginning July 1, 2022, qualified peace officers, including those who were previously denied reimbursement based on lack of funding or who have received reimbursement under this policy, may seek grants for tuition under Board policy R614.

R613-4 Application Process

4.1 Qualified applicants may be reimbursed up to half the cost of tuition and fees with a maximum of \$5,000 per year, subject to funding. If the total applicant awards exceed available funding in any given year, the Board will reduce reimbursement amounts evenly across all qualified applicants, provided that the minimum amounts designated by statute for particular rural counties are first met. A student may participate in PSOCAR for a maximum of eight academic years.

4.2 To qualify, applicants must be:

- 4.2.1** a certified peace officer, currently employed by a law enforcement agency in Utah;
- 4.2.2** employed by a law enforcement agency in Utah as a certified peace officer for three consecutive years prior to the completion of the academic year for which they are seeking reimbursement;

¹ *Approved May 19, 2017; amended January 19, 2018.*

4.2.3 seeking a post-secondary degree in the area of criminal justice from a credit-granting institution in the Utah System of Higher Education (“USHE”); and

4.2.4 employed by a law enforcement agency in Utah as a certified peace officer for one additional year after the completion of that academic year.

4.3 USHE will create and provide an application form (“PSOCAR Application”) for use of qualifying students and the Institution where they are attending. The application will be available at the Utah Board of Higher Education website, ushe.edu. Applicants must complete the entire application and include all required documentation and certifications including,

4.3.1 Employer certification from an authorized representative of each employer for the four year period and

4.3.2 A copy of the tuition payment receipt(s) and transcript(s) with final grades for the enrollment period.

4.4 In order to participate in the PSOCAR, a student must submit a completed PSOCAR Application to the Institution where they are attending by the application deadline set forth in R613-4. The application may be submitted by email, fax, post mail, or hand delivery.

4.5 Eligible Institutions will establish a process for receiving and reviewing PSOCAR Applications. After receiving an application, the Institution will make a preliminary determination as to whether the student qualifies for tuition reimbursement under PSOCAR. The Institution will then forward the application with an explanation of its determination to USHE. Institutions will forward all applications to USHE no later than 15 days after the application deadline. USHE will then make the final determination of each applicant’s eligibility and make the awards as appropriate, subject to funding.

R613-5 Application Deadlines

5.1 Applicants may begin submitting applications on July 1 of the year in which they are applying.

5.2 The deadline for applications is September 1 of the relevant year. Applications must be postmarked or received by the criminal justice department at the Institution by September 1 in order to be considered.

R613-6 Appeals Process

6.1 Applicants who wish to appeal a reimbursement decision may do so, in writing to the Commissioner of Higher Education or designee. The applicant’s appeal shall be postmarked within 30 days from the date on which the reimbursement decision was made by USHE.

6.2 Applicants shall include all relevant arguments and documentation in their written appeals.

6.3 The Commissioner of Higher Education or designee shall review the appeal and issue a written decision in accordance with the Utah Administrative Procedures Act. The Commissioner's decision is the final agency action and is subject to judicial review under Part 4 of the Utah Administrative Procedures Act.

6.4 Appeals proceedings under this subsection are designated as informal under Utah Code section 63G-4-202.

R614, Public Safety Officer Career Advancement Grant Program¹

R614-1 Purpose: The Public Safety Officer Career Advancement Grant Program (“PSOCAG”) is a state-funded tuition grant program for certified peace officers currently employed by a Utah law enforcement agency and seeking a post-secondary degree in criminal justice related program at a credit-granting institution in the Utah System of Higher Education (“USHE”).

R614-2 References

- 2.1** [Utah Code § 53B-1-102](#), Utah System of Higher Education
- 2.2** [Utah Code § 53B-8-112](#), Public Safety Officer Career Advancement Grant Program
- 2.3** [Utah Code § 63G-4-202](#), Designation of Adjudicative Proceedings as Informal

R614-3 Definitions

- 3.1 “Post-Secondary Degree”** means an associate, bachelor’s, master’s, or doctoral degree.

R614-4 Qualifications:

- 4.1** To qualify for PSOCAG, an applicant must be:
 - 4.1.1** A certified peace officer;
 - 4.1.2** Currently employed by a Utah law enforcement agency; and
 - 4.1.3** Seeking a post-secondary degree in a criminal justice related program from a USHE institution.
- 4.2** Institutions shall annually revise and publish eligibility criteria in all publications referencing the grant.

R614-5 Application Process

¹ Approved XXX

5.1 Each institution will establish processes for receiving and reviewing applications and distributing awards consistent with this policy and will set application deadlines that accommodate both full-time and part-time students.

5.1.1 The application must include information about other means an applicant may finance their education.

5.1.2. The application must include a notice to students that the amount of the award is subject to available funding and may be reduced.

5.2. Applicants must complete and submit either the Free Application for Federal Student Aid (FAFSA) or the alternative financial form approved by the Board and the application and include all required documentation requested by the institution.

R614-6 Grant Amounts: Subject to funding and section 8 below, qualified applicants may be given a grant up to the cost of tuition and fees with a maximum of \$5,000 each academic year. A student may participate in PSOCAG for a maximum of four academic years.

R614-9 Appeals

9.1 An applicant has the right to appeal an adverse decision. Upon request by the student, the institution shall provide an opportunity for the student to appeal an adverse decision to a committee of at least three impartial persons.

R614-10 Reporting

10.1. As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other grant information for the most recently completed fiscal year.

10.2. The Office of the Commissioner may, at any time, request additional documentation or data related to the PSOCAG Program and may review or formally audit an institution's documentation and compliance with this policy.

R615, Talent Development Incentive Loan Program

R615-1 Purpose: To establish the criteria and process for awarding incentive loans from the Talent Development Incentive Loan Program under Utah Code ~~S~~section 53B-10-201.

R615-2 References

2.1 [Utah Code Title 53B Chapter 10 Part 2, Talent Development Loan Program](#)

2.2 [Board Policy R619, Talent Development Incentive Award Program](#)

R615-3 Definitions

3.1 “Full-time student” means a student who is enrolled in a minimum of 12 credit hours.

3.2 “GOED” means the Governor’s Office of Economic Development created in ~~50~~[Utah Code](#) ~~S~~section 63N-1-201.

3.3 “Incentive loan” means an incentive loan awarded by an institution to a full-time student who has met the eligibility criteria as established by the Board of Higher Education.

3.4 “Qualifying degree” means an associate or a bachelor’s degree that qualifies an individual to work in a qualifying job.

3.5 “Qualifying job” means a job described in ~~S~~[subsection](#) 6.2 for which an individual may receive an incentive loan.

R615-4 Program Sunsetting: [Due to amendments made to Utah Code Title 53B Title Chapter 8 Part 2 in the 2022 legislative session, this program shall sunset on May 3, 2022. Nevertheless, this policy shall remain in effect until there are no more outstanding loans made under it. Beginning May 4, 2022, qualified applicants may seek talent development awards under Board policy R619.](#)

R615-~~45~~ Appropriations: The program is funded by appropriations from the Legislature made in accordance with [Utah Code](#) ~~S~~section 53B-10-201.

R615-~~65~~ Application Procedures: A full-time student pursuing a qualifying degree may apply for an incentive loan from the institution at which ~~he or she is~~[they are](#) attending by doing the following:

65.1 The institutions shall develop an application that, at minimum, collects the following information:

56.1.1 The applicant's status as a full-time or part-time student.

56.1.2 The applicant's current enrollment or registered enrollment for and the upcoming semester if available.

56.1.3 A transcript demonstrating the applicant's completed course work.

56.1.4 A section for the applicant to formally declare their intent to pursue a qualifying degree and to work in a qualifying job, with a signature.

56.2 Institutions shall set application deadlines by which applicants must submit all required materials.

56.3 Institutions shall determine the most efficient method for issuing incentive loan funds and collect the necessary information for that purpose.

R615-76 Qualifying Criteria

76.1 Applicants must meet the following criteria to qualify for an incentive loan:

76.1.1 The applicant must have completed at least two semesters of full-time equivalent course work if ~~he or she~~they are pursuing a bachelor's degree, or at least one semester of full-time equivalent course work if ~~he or she is~~they are pursuing an associate degree.

76.1.2 The applicant is enrolled full-time.

76.1.3 The applicant signs a declaration stating ~~he or she is~~they are pursuing or will pursue a qualifying degree.

76.1.4 The applicant signs a declaration stating their intent to work in a qualifying job in Utah following graduation.

76.1.5 The applicant must provide the institution verification of registration for classes within the qualifying degree program before the institution may release the funds.

76.2 Every other academic year, the Governor's Office of Economic Development (GOED) shall select five jobs that have the highest demand for new employees and offer high wages. Beginning the August of that year, those five positions are designated as qualifying jobs for the purposes of this incentive loan program. When selecting the qualifying jobs, GOED shall ensure the jobs meet the following criteria:

76.2.1 Rank in the top 40 percent of jobs based on an employment index that considers job growth rates and total openings.

76.2.2 Rank in the top 40 percent for wages.

76.2.3 Requires an associate degree or a bachelor's degree.

76.3 In conjunction with selecting the qualifying jobs, GOED will identify and designate the bachelor's or associate degrees required to qualify for the five qualifying jobs.

R615-87 Loan Amounts.

87.1 Institutions may loan an amount up to the cost of resident tuition, books, and fees for their respective institutions.

87.2 Institutions may loan amounts up to the expected time for the recipient to complete the qualifying degree, as determined by the institution.

R615-98 Funding Distribution.

98.1 The Board will disburse appropriated funds to the institutions by calculating the three-year average of the qualifying degrees each institution awarded using the following assumptions:

98.1.1 Tuition and fees (not including books, differential, course, or program fees)

98.1.2 Full tuition and fee cost of associate degree students by institution for three semesters (requires 1 semester before applying)

98.1.3 Full tuition and fee cost of bachelor's degree students by institution for six semesters (requires 2 semesters before applying)

98.1.4 After year one, tuition and fees adjusted for inflation (five-year average of 3.5 percent)

R615-109 Loan Cancellation, Repayment, and Waiver.

109.1 For each year that a recipient works in a qualifying job in Utah following completion of a qualifying degree, the institution that awarded the incentive loan shall waive repayment of the amount of one year of the recipient's incentive loan.

109.2 An institution shall require a recipient to repay to the institution the full amount of an incentive loan if the recipient fails to:

109.2.1 Graduate with a qualifying degree within six years of initially receiving the incentive loan,

109.2.2 Work in a qualifying job in Utah within one year of completing a qualifying degree, or

109.2.3 Works in a qualifying job for fewer years than the number of years required to waive repayment of the full incentive loan.

109.3 Institutions may cancel an incentive loan if the recipient changes the degree ~~he or she~~they selected in the declaration at any time prior to graduation.

109.4 Institutions may waive repayment if a recipient has graduated with a qualifying degree within six years of receiving the loan, works in a non-qualifying job that the institution determines is reasonably related to the degree, and resides in Utah.

109.5 Institutions may delay repayment for reasonable, unforeseen circumstances that inhibits the recipient's ability to meet the requirements for loan payment waivers as described above.

109.6 Institutions may waive repayment for circumstances of prolonged financial hardship.

R615-~~11~~10** General Administration.**

11~~0~~.1 Institutions may establish policies for administering this program that align with their existing practices and financial aid programs.

R615, Talent Development Incentive Loan Program¹

R615-1 Purpose: To establish the criteria and process for awarding incentive loans from the Talent Development Incentive Loan Program under Utah Code section 53B-10-201.

R615-2 References

2.1 [Utah Code Title 53B Chapter 10 Part 2](#), Talent Development Loan Program

2.2 Board Policy R619, Talent Development Incentive Award Program

R615-3 Definitions

3.1 “Full-time student” means a student who is enrolled in a minimum of 12 credit hours.

3.2 “GOED” means the Governor’s Office of Economic Development created in Utah Code section 63N-1-201.

3.3 “Incentive loan” means an incentive loan awarded by an institution to a full-time student who has met the eligibility criteria as established by the Board of Higher Education.

3.4 “Qualifying degree” means an associate or a bachelor’s degree that qualifies an individual to work in a qualifying job.

3.5 “Qualifying job” means a job described in subsection 6.2 for which an individual may receive an incentive loan.

R615-4 Program Sunsetting: Due to amendments made to Utah Code Title 53B Title Chapter 8 Part 2 in the 2022 legislative session, this program shall sunset on May 3, 2022. Nevertheless, this policy shall remain in effect until there are no more outstanding loans made under it. Beginning May 4, 2022, qualified applicants may seek talent development awards under Board policy R619.

R615-5 Appropriations: The program is funded by appropriations from the Legislature made in accordance with Utah Code section 53B-10-201.

¹ Adopted November 16, 2018.

R615-6 Application Procedures: A full-time student pursuing a qualifying degree may apply for an incentive loan from the institution at which they are attending by doing the following:

6.1 The institutions shall develop an application that, at minimum, collects the following information:

6.1.1 The applicant's status as a full-time or part-time student.

6.1.2 The applicant's current enrollment or registered enrollment for and the upcoming semester if available.

6.1.3 A transcript demonstrating the applicant's completed course work.

6.1.4 A section for the applicant to formally declare their intent to pursue a qualifying degree and to work in a qualifying job, with a signature.

6.2 Institutions shall set application deadlines by which applicants must submit all required materials.

6.3 Institutions shall determine the most efficient method for issuing incentive loan funds and collect the necessary information for that purpose.

R615-7 Qualifying Criteria

7.1 Applicants must meet the following criteria to qualify for an incentive loan:

7.1.1 The applicant must have completed at least two semesters of full-time equivalent course work if they are pursuing a bachelor's degree, or at least one semester of full-time equivalent course work if they are pursuing an associate degree.

7.1.2 The applicant is enrolled full-time.

7.1.3 The applicant signs a declaration stating they are pursuing or will pursue a qualifying degree.

7.1.4 The applicant signs a declaration stating their intent to work in a qualifying job in Utah following graduation.

7.1.5 The applicant must provide the institution verification of registration for classes within the qualifying degree program before the institution may release the funds.

7.2 Every other academic year, the Governor's Office of Economic Development (GOED) shall select five jobs that have the highest demand for new employees and offer high wages. Beginning the August of that year, those five positions are designated as qualifying jobs for the purposes of this incentive loan program. When selecting the qualifying jobs, GOED shall ensure the jobs meet the following criteria:

7.2.1 Rank in the top 40 percent of jobs based on an employment index that considers job growth rates and total openings.

7.2.2 Rank in the top 40 percent for wages.

7.2.3 Requires an associate degree or a bachelor's degree.

7.3 In conjunction with selecting the qualifying jobs, GOED will identify and designate the bachelor's or associate degrees required to qualify for the five qualifying jobs.

R615-8 Loan Amounts.

8.1 Institutions may loan an amount up to the cost of resident tuition, books, and fees for their respective institutions.

8.2 Institutions may loan amounts up to the expected time for the recipient to complete the qualifying degree, as determined by the institution.

R615-9 Funding Distribution.

9.1 The Board will disburse appropriated funds to the institutions by calculating the three-year average of the qualifying degrees each institution awarded using the following assumptions:

9.1.1 Tuition and fees (not including books, differential, course, or program fees)

9.1.2 Full tuition and fee cost of associate degree students by institution for three semesters (requires 1 semester before applying)

9.1.3 Full tuition and fee cost of bachelor's degree students by institution for six semesters (requires 2 semesters before applying)

9.1.4 After year one, tuition and fees adjusted for inflation (five-year average of 3.5 percent)

R615-10 Loan Cancellation, Repayment, and Waiver.

10.1 For each year that a recipient works in a qualifying job in Utah following completion of a qualifying degree, the institution that awarded the incentive loan shall waive repayment of the amount of one year of the recipient's incentive loan.

10.2 An institution shall require a recipient to repay to the institution the full amount of an incentive loan if the recipient fails to:

10.2.1 Graduate with a qualifying degree within six years of initially receiving the incentive loan,

10.2.2 Work in a qualifying job in Utah within one year of completing a qualifying degree, or

10.2.3 Works in a qualifying job for fewer years than the number of years required to waive repayment of the full incentive loan.

10.3 Institutions may cancel an incentive loan if the recipient changes the degree they selected in the declaration at any time prior to graduation.

10.4 Institutions may waive repayment if a recipient has graduated with a qualifying degree within six years of receiving the loan, works in a non-qualifying job that the institution determines is reasonably related to the degree, and resides in Utah.

10.5 Institutions may delay repayment for reasonable, unforeseen circumstances that inhibits the recipient's ability to meet the requirements for loan payment waivers as described above.

10.6 Institutions may waive repayment for circumstances of prolonged financial hardship.

R615-11 General Administration.

11.1 Institutions may establish policies for administering this program that align with their existing practices and financial aid programs.

R619, Talent Development Award Program¹

R619-1 Purpose: The Talent Development Award Program is intended to recruit and train individuals to work in certain jobs that have a high demand for new employees and offer high wages in Utah, ensuring students with the highest financial need are supported. To establish the criteria and process for awarding Talent Development Award Program grant.

R619-2 References

- 2.1 [Utah Code Title 53B Chapter 10 Part 2](#), Talent Development Award Program

R619-3 Definitions

- 3.1 **“Grant”** means a monetary grant issued under this policy.
- 3.2 **“Full-time student”** means a student who is enrolled in a minimum of 12 credit hours.
- 3.3 **“GO Utah Office”** means the Governor’s Office of Economic Development created in Utah Code section 63N-1-201.
- 3.4 **“Qualifying degree”** means an associate or a bachelor’s degree that qualifies an individual to work in a qualifying job.
- 3.5 **“Qualifying job”** means a job described in subsection 7.1 for which an individual may receive a grant.

R619-4 Appropriations: The program is funded by appropriations from the Legislature made in accordance with Utah Code section 53B-10-201.

R619-5 Qualifications:

- 5.1 To qualify for a grant, an applicant must:
- 5.1.1 Be enrolled as a student at a USHE institution;
 - 5.1.2 Sign a declaration that they are pursuing, or will pursue, a qualifying degree;
 - 5.1.3 Sign a declaration of their intent to work in a qualifying job in Utah following graduation;

¹ Adopted XXX

5.1.4 Apply to the institution to receive a grant; and

5.1.5 Complete and submit an application and either the Free Application for Federal Student Aid (FAFSA) or the alternative financial form approved by the Board.

5.2 Institutions shall annually revise and publish eligibility criteria in all publications referencing the grant.

R619-6 Application Process:

6.1 Applicants may apply for a grant on an application provided by their institution. The application provided by the institution shall collect, at a minimum:

6.1.1 The applicant's status as a full-time or part-time student;

6.1.2 The applicant's current enrollment or registered enrollment for the upcoming semester, if available;

6.1.3 The applicant's formal declaration of their intent to pursue a qualifying degree and to work in a qualifying job, including the applicant's signature.

6.2 The institution shall set deadlines by which applicants must submit all required materials.

6.3 The institution shall determine the most efficient method for issuing grant funds and shall collect the information necessary for that purpose.

R619-7 Qualifying Jobs and Degrees

7.1 Every other academic year, the GO Utah Office shall select five jobs that have the highest demand for new employees and offer high wages. Beginning in August of that year, those five positions are designated as qualifying jobs for the purposes of this grant program. Qualifying jobs must, at a minimum:

7.1.1 Rank in the top 40 percent of jobs based on an employment index that considers both job growth rates and total openings;

7.1.2 Rank in the top 40 percent for wages; and

7.1.3 Require an associate degree or a bachelor's degree.

7.2 At the same time, the GO Utah Office will identify and designate the associate or bachelor's degrees required to qualify for the five qualifying jobs.

R619-8 Award Prioritization

8.1 Grant awards and funding amounts shall prioritize students who demonstrate financial need.

8.2 The institution may reduce the grant amount based on the student's ability to finance the cost of their attendance through loans, other grants, employment, and family and individual contributions.

8.3 An institution shall establish criteria to assess an applicant's financial need. The criteria shall use quantifiable, need-based measures (for example, institutions may establish a range with a minimum and maximum need index based on the Free Application for Federal Student Aid within which an eligible recipient's expected contribution must fall to be eligible for an award).

R619-9 Grant Amounts: Subject to funding and section 8 above, an institution may grant an amount up to the cost of resident tuition, books, and fees for their institution up to the expected time for the recipient to complete the qualifying degree, as determined by the institution.

R619-10 Distribution of Funds to Institutions

10.1 The Board will annually distribute available funds to eligible institutions proportionally equal to the total number of students who graduated from an eligible program the previous two years.

R619-11 Release of Funds: The applicant must provide the institution verification of registration for classes within the qualifying degree program before the institution may release the funds.

R619-12 Grant Transfers: A recipient may transfer to another institution and retain eligibility for the grant, if the recipient meets the qualifications defined in section 5 at the institution to which the recipient is transferring. Recipients are responsible to inform the financial aid office at the institution to which they are transferring that they are receiving the Talent Development Grant at their current institution. The financial aid offices at the respective institutions shall coordinate the transfer of scholarship information. Upon transfer, the institution shall prioritize the award of any eligible recipient before all others awarded in accordance with section 9 of this policy.

R619-13 Grant Deferrals

13.1 A recipient shall apply for a deferral if they do not continuously enroll and wish to continue to receive the grant.

13.2 Institutions shall develop a process for recipients to apply for deferrals.

R619-14 Grant Cancellation

14.1 An institution may cancel a grant if the recipient changes the degree they selected in the application at any time prior to graduation.

14.2 If a recipient does not return to pursue their degree after a deferral, their grant will be canceled, and no remaining funds will be released.

R619-15 Reporting

8.1. As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other Talent Development Award information for the most recently completed fiscal year.

8.2. The Office of the Commissioner may, at any time, request additional documentation or data related to the Talent Development Award Program and may review or formally audit an institution's documentation and compliance with this policy.

R619-16 General Administration: Institutions may establish policies for administering this program that align with their existing practices and financial aid programs.

R620, ~~Aaccess~~Utah Promise Program ScholarshipGrant

R620-1 Purpose: The Utah Promise Grant is a statewide need-based grant program that expands access to postsecondary opportunities to all. This policy~~To provide outlines the Utah Board of Higher Education's Policy~~ ("The Board") policy and procedures for administering implementing the Aaccess~~the~~ Utah Promise Scholarship Grant; ("Promise Scholarship"). This program provides a statewide needs-based scholarship grant program thato expands access to postsecondary opportunities for to all students who face financial barriers in paying for college. The program provides students who qualify an award for of up to full tuition and fees in qualifying circumstances.

R620-2 References

- 2.1 Utah Code Title 53B Chapter 13a Part 1, Utah Promise Program Act
- 2.2 Utah Code § 63G-12-402, Receipt of State, Local, or Federal Public Benefits – Verification Exceptions
- 2.3 Utah Code § 53B-2-101(1), Institutions of Higher Education
- 2.4 Utah Code § 53B-8-102, Resident Student Status
- 2.5 Utah Code § 53B-8-106, Resident Tuition
- 2.6 Board Policy R512, Determination of Resident Status

R620-3 Definitions

3.1 “Cost of Attendance” means the estimated costs associated with attending an institution, including costs payable to the institution for tuition and fees, other direct educational expenses, transportation, and living expenses while attending the institution.

3.2~~1~~ “Institution” means an institutions of higher education ~~listed in Utah Code Section 53B-2-101(1)~~under Utah Code section 53B-2-101(1).

3.3 “OCHE” means the Office of the Commissioner of Higher Education.

3.4 “Promise Grant” means a grant awarded under the Utah Promise Program Act and administered under this policy.

3.2~~2~~ “Promise Partner” ~~an employer that has applied to the Board, and has established a Memorandum of Understanding (MOU) with the Board.~~

R620-4 ~~Scholarship Administration~~ Qualifications: -

4.1 Eligibility: ~~4.1~~ To qualify for a Promise ~~Scholarship~~ Grant, ~~an~~ applicants must ~~meet~~ the following criteria:

~~4.1.1~~ Have a high school diploma or equivalent;

~~4.1.1~~ Be enrolled as at an institution;

~~4.1.2~~ Not have previously earned an associate degree or higher postsecondary degree;

~~4.1.1-23~~ Be ~~Either be~~ a resident of ~~the State of~~ Utah under Utah Code section 53B-8-102 and Board Policy R512 or qualify for resident tuition under Utah Code section 53B-8-106;

~~4.1.1-34~~ Demonstrate financial need, in accordance with subsections ~~4.2~~ and ~~4.76~~;

~~4.1.1-45~~ Accept all other grants, tuition and/or fee waivers, and scholarships offered to the applicant to attend the institution in which the applicant enrolls; and

~~4.1.1-56~~ Maintain academic good standing as defined by the institution ~~at which~~ the applicants attends.

4.2 Institutions shall annually revise and publish eligibility criteria in all publications referencing the grant. All publications about the Promise Grant shall disclose that program funds are limited and subject to change.

4.3 Under Utah Code 63G-12-402, verification of lawful presence in the United States is not required to be eligible for a grant under this policy.

R620-5 Application Process:

5.1 Institutions shall establish an application process consistent with this policy that applicants can easily access and complete. The Board may require an institution to modify an application or process that is overly cumbersome or confusing.

5.2 The institution shall set deadlines by which applicants must submit all required materials.

5.3 The institution shall determine the most efficient method for issuing grant funds and shall collect the information necessary for that purpose.

5.4 Applicants must complete and submit either the Free Application for Federal Student Aid (FAFSA) or the alternative financial form approved by the Board and the grant application and include all required documentation.

R620-6 Prioritization: Grants shall be prioritized based primarily on financial need. An institution shall establish criteria to assess an applicant's financial need. The criteria shall use quantifiable, need-based measures (for example, institutions may establish a range with a minimum and maximum need index based on the Free Application for Federal Student Aid within which an eligible recipient's expected contribution must fall to be eligible for an award).

R620-7 Grant Award and Calculation

7.1 An institution shall use other funding sources, tuition waivers, and fee waivers, when possible, to fully fund awards.

7.2 In determining awards, the institution shall consider all other loans, grants, employment, and family and individual contributions the applicant can put toward financing the cost of attendance.

7.3 Grants shall be prioritized based primarily on financial need as outlined in section 6.

~~4.3 Scholarship~~ 7.4 Award: ~~The institution may award an amount to each~~an eligible recipient up to the cost of ~~published tuition and fees~~attendance, after taking into account the total value of other financial aid the recipient receives toward the cost of attendance.

~~4.4 Last Dollar In:~~ When determining the award amount, the institution shall first apply the total value of all grants and scholarships the recipient has received. The institution may then award an amount not to exceed the recipient's remaining cost of tuition and fees. If, after the recipient's aid has been packaged and awarded, the student later receives other financial assistance of more than \$500, the institution will appropriately reduce the amount of financial aid disbursed to the student so that the total Promise Scholarship does not exceed the cost of tuition and fees.

R620-8 Grant Duration: ~~After an institution has awarded a Promise Grant to an eligible recipient, as long as the recipient continues to meet the qualifications, the Promise Grant shall continue until the earlier of either:~~

~~4.5.8.1~~ Two years after the initial ~~award~~grant; or

~~4.5.8.2~~ A recipient uses the ~~scholarship~~grant to attend an institution for four semesters.;

~~**4.8 Competency-based Assessment:** Institutions shall evaluate a recipient's knowledge, skills, and competencies acquired through formal or informal education outside the traditional postsecondary academic environment, and award appropriate credit for the recipient's prior learning.~~

~~**4.9 Outreach:** Institutions may advertise the Promise Scholarship under another name. All publications about the Promise Scholarship shall include disclosure that program funds are limited and subject to change.~~

R620-9 Competency-based Assessment: Institutions shall evaluate a recipient's knowledge, skills, and competencies acquired through formal or informal education outside the traditional postsecondary academic environment, and award appropriate credit for the recipient's prior learning.

R620-10.5 Grant Transfers: A recipient may transfer to another institution and retain eligibility for the grant, if the recipient meets the qualifications defined in section 4 at the institution to which the recipient is transferring. Recipients are responsible to inform the financial aid office at the institution to which they are transferring that they are receiving the Promise Grant at their current institution. The financial aid offices at the respective institutions shall coordinate the transfer of scholarship information. Upon transfer, the institution shall prioritize the award of any eligible recipient before all others awarded in accordance with section 6 of this policy. The institution to which the recipient is transferring shall make adjustments in a recipient's award in accordance with subsections 7 of this policy

~~**5.1** A recipient may transfer to another institution and retain eligibility for the scholarship, if the recipient meets the qualifications defined in sections 4.2 at the institution to which the recipient is transferring. Recipients are responsible to inform the financial aid office at the institution to which they are transferring that they are receiving the Promise Scholarship at their current institution. The financial aid offices at the respective institutions shall coordinate the transfer of scholarship information. Upon transfer, the institution shall prioritize the award of any eligible recipient before all others awarded in accordance with section 4.7 of this policy. The institution to which the recipient is transferring shall make adjustments in a recipient's award in accordance with section 4.3 of this policy.~~

R620-11.6 Distribution of Award Funds to Institutions:

~~**6.1** As a condition of program participation, an eligible institution's financial aid director will report to the Board the total dollar amount of Federal Pell Grant funds awarded to resident students at the institution for the most recently completed academic year by March 1 each year.~~

~~**6.1.1** An institution that fails to report the total amount of Pell Grant funds by March 1 is ineligible to participate in the program for the next fiscal year.~~

~~611.12~~ In determining how to allocate program funds to an institution, the Board will consider:

~~11.1.1~~ The costs of attendance of programs offered by the institution; and

~~11.1.2~~ The number of eligible students who attend each institution.

~~11.2~~ The Board will allocate program funds to eligible institutions in proportion to each eligible institution's percentage ~~the~~ of ~~the~~ total Federal Pell Grant funds received for Utah resident students and students who qualified for resident tuition in the most recently completed award year by all participating institutions.

R620-~~12~~7 Grant Deferrals ~~or Leave of Absence~~:

~~123.1.~~ Institutions shall develop a process for recipients to apply for deferrals or leaves of absence, which may be granted for military service, humanitarian/religious service, documented medical reasons, and other exigent reasons.

~~13.1~~ A recipient shall apply for a deferral or leave of absence if they do not continuously enroll and wish to continue to receive the scholarship grant. A one-time deferral may be granted for one semester by the institution. Any deferral requested for more than one semester shall require OCHE approval.

~~13.2~~ Institution representatives shall report all deferrals granted to OCHE each semester.

~~13.37.1~~ Institutions shall develop a process for recipients to apply for deferrals.

~~13.4~~ Deferrals are not automatically granted and are approved only for exceptional circumstances such as, but not limited to, prolonged illness, military service, humanitarian or religious service or leaves of absence, which may be granted for military service, humanitarian/religious service, documented medical reasons, and other exigent reasons.

R620-13 Grant Cancellation: If a recipient does not return to pursue their degree after a deferral, or no longer meets the eligibility requirements, their grant will be canceled, and no remaining funds will be released.

R620-8 Utah Promise Partners

~~8.1~~ The Board, in consultation with the Talent Ready Utah Center at the Governor's Office of Economic Development, may select employers as Promise Partners whose employees may be eligible to receive a partner award. The Board shall establish an MOU with any selected Promise Partner that includes requirements related to an employer providing reimbursement to an employee who receives an award. The reimbursement of a Promise Partner to a

corresponding recipient employed by that Promise Partner must be applied during the eligible term of the award in accordance with section 4.4. of this policy.

~~8.2 An employee is eligible to receive an award in accordance with the requirements of section 4.1 of this policy in addition to any criteria and limitations established through a corresponding MOU with a Promise Partner.~~

~~8.3 A recipient of an award who is an employee of a Promise Partner is subject to the same conditions as all other recipients under this policy.~~

R620-14 Reporting

14.1. As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other Promise Grant award information for the most recently completed fiscal year.

14.2. The Office of the Commissioner may, at any time, request additional documentation or data related to the Utah Promise Program Grant and may review or formally audit an institution's documentation and compliance with this policy.

~~16.19.2 Annually, the Board will distribute a Promise Scholarship Grant performance report template to the director of financial aid of each participating institution before the end of each fiscal year. The institution will submit the completed report by July 31 of each year.~~

~~9.316.2 The Board may, at any time, request additional documentation or data related to the Promise Grant Scholarship and may review or formally audit an institution's compliance with this policy. The institution will cooperate with the Board in providing records and information requested for any scheduled audits or program reviews. Participating institutions shall maintain records substantiating their compliance with all the program's terms for three years after the end of the award year, or until a program review has been completed and any exceptions raised in the review have been resolved, whichever occurs first. If at the end of the three-year retention period, an audit or program review exception is pending resolution, the institution will retain records for the award year involved until the exception has been resolved.~~

14.3 By March 1 of each year, participating institutions financial aid directors will report to the Board the total dollar amount of Federal Pell Grant funds awarded to resident students and students who qualified for resident tuition under Utah Code section 53B-8-106 at the institution for the most recently completed academic year.

14.4 An institution that fails to submit the required reports by the required deadlines may be ineligible to participate in the program for the next fiscal year.

R620-15 Administrative Costs: The Board may use up to 3% of the money appropriated for the Utah Promise Program to cover administrative costs.

~~R620-9~~ Reporting

~~9.1~~ During the first year of the program, no later than October 1, 2019, participating institutions shall report to the Board all requested data on Promise Scholarships awarded to date.

~~9.2~~ Annually, the Board will distribute a Promise Scholarship performance report template to the director of financial aid of each participating institution before the end of each fiscal year. The institution will submit the completed report by July 31 of each year.

~~9.3~~ The Board may, at any time, request additional documentation or data related to the Promise Scholarship and may review or formally audit an institution's compliance with this policy. The institution will cooperate with the Board in providing records and information requested for any scheduled audits or program reviews. Participating institutions shall maintain records substantiating its compliance with all the program's terms for three years after the end of the award year, or until a program review has been completed and any exceptions raised in the review have been resolved, whichever occurs first. If at the end of the three-year retention period, an audit or program review exception is pending resolution, the institution will retain records for the award year involved until the exception has been resolved.

~~R620-16~~ Institutional Participation Agreement: Each participating institution will enter into a written agreement with the Board or assigned designee agreeing to abide by the program policies, accept and disburse funds per program rules, provide the required report each year, and retain documentation for the program to support the awards and actions taken. By accepting the funds, the participating institution agrees to the additional following terms and conditions:

~~16.1~~ The institution may at its discretion use up to ~~three percent~~ 3% of the funds it receives for the allocated program Utah Promise Program funds for its to cover administrative costs ~~student financial aid administrative expenses~~.

~~16.2~~ The institution may not carry forward or carry back from one award year to another any of its Promise ~~Scholarship~~ Grant allocation. Any exception to this rule must be approved in advance by the Board. The institution will inform the Board immediately if it determines it will not be able to utilize all program funds allotted to it for an award year. Absent any exception for a carry forward amount, institutions shall return unused funds to the Board. ~~The Board will redistribute unused to the other eligible institutions as supplemental Promise~~ ~~Scholarship~~ Grant allocations for disbursement during the same award year. The portion of Promise ~~Scholarship~~ Grant allocations budgeted for administrative expenses pursuant to subSection ~~18~~ 16.1 will not be part of any carryover.

R620-17 Report to Higher Education Appropriations Subcommittee:
Annually, the Board shall submit an electronic report to the Higher Education Appropriations Subcommittee about the Utah Promise Program.

Adopted May 17, 2019; Amended May 15, 2020, and XXX.

R620, Utah Promise Program Grant¹

R620-1 Purpose: The Utah Promise Grant is a statewide need-based grant program that expands access to postsecondary opportunities to all. This policy outlines the Utah Board of Higher Education's ("Board") policy and procedures for administering the Utah Promise Grant.

R620-2 References

- 2.1 [Utah Code Title 53B Chapter 13a Part 1](#), Utah Promise Program Act
- 2.2 [Utah Code § 63G-12-402](#), Receipt of State, Local, or Federal Public Benefits – Verification Exceptions
- 2.3 [Utah Code § 53B-2-101\(1\)](#), Institutions of Higher Education
- 2.4 [Utah Code § 53B-8-102](#), Resident Student Status
- 2.5 [Utah Code § 53B-8-106](#), Resident Tuition
- 2.6 [Board Policy R512](#), Determination of Resident Status

R620-3 Definitions

- 3.1 **"Cost of Attendance"** means the estimated costs associated with attending an institution, including costs payable to the institution for tuition and fees, other direct educational expenses, transportation, and living expenses while attending the institution.
- 3.2 **"Institution"** means an institution of higher education under Utah Code section 53B-2-101(1).
- 3.3 **"OCHE"** means the Office of the Commissioner of Higher Education.
- 3.4 **"Promise Grant"** means a grant awarded under the Utah Promise Program Act and administered under this policy.

R620-4 Qualifications:

- 4.1 To qualify for a Promise Grant, an applicant must:

¹ Adopted May 17, 2019; Amended May 15, 2020, and XXX

4.1.1 Be enrolled as at an institution;

4.1.2 Either be a resident of Utah under Utah Code section 53B-8-102 and Board Policy R512 or qualify for resident tuition under Utah Code section 53B-8-106;

4.1.3 Demonstrate financial need, in accordance with subsections 6;

4.1.4 Accept all other grants, tuition and/or fee waivers, and scholarships offered to the applicant to attend the institution in which the applicant enrolls; and

4.1.5 Maintain academic good standing as defined by the institution the applicant attends.

4.2 Institutions shall annually revise and publish eligibility criteria in all publications referencing the grant. All publications about the Promise Grant shall disclose that program funds are limited and subject to change.

4.3 Under Utah Code 63G-12-402, verification of lawful presence in the United States is not required to be eligible for a grant under this policy.

R620-5 Application Process:

5.1 Institutions shall establish an application process consistent with this policy that applicants can easily access and complete. The Board may require an institution to modify an application or process that is overly cumbersome or confusing.

5.2 The institution shall set deadlines by which applicants must submit all required materials.

5.3 The institution shall determine the most efficient method for issuing grant funds and shall collect the information necessary for that purpose.

5.4 Applicants must complete and submit either the Free Application for Federal Student Aid (FAFSA) or the alternative financial form approved by the Board and the grant application and include all required documentation.

R620-6 Prioritization: Grants shall be prioritized based primarily on financial need. An institution shall establish criteria to assess an applicant's financial need. The criteria shall use quantifiable, need-based measures (for example, institutions may establish a range with a minimum and maximum need index based on the Free Application for Federal Student Aid within which an eligible recipient's expected contribution must fall to be eligible for an award).

R620-7 Grant Award and Calculation

7.1 An institution shall use other funding sources, tuition waivers, and fee waivers, when possible, to fully fund awards.

7.2 In determining awards, the institution shall consider all other loans, grants, employment, and family and individual contributions the applicant can put toward financing the cost of attendance.

7.3 Grants shall be prioritized based primarily on financial need as outlined in section 6.

7.4 The institution may award an amount to an eligible recipient up to the cost of attendance, after taking into account the total value of other financial aid the recipient receives toward the cost of attendance.

R620-8 Grant Duration: After an institution has awarded a Promise Grant to an eligible recipient, as long as the recipient continues to meet the qualifications, the Promise Grant shall continue until the earlier of either:

8.1 Two years after the initial grant; or

8.2 A recipient uses the grant to attend an institution for four semesters.

R620-9 Competency-based Assessment: Institutions shall evaluate a recipient's knowledge, skills, and competencies acquired through formal or informal education outside the traditional postsecondary academic environment, and award appropriate credit for the recipient's prior learning.

R620-10 Grant Transfers: A recipient may transfer to another institution and retain eligibility for the grant, if the recipient meets the qualifications defined in section 4 at the institution to which the recipient is transferring. Recipients are responsible to inform the financial aid office at the institution to which they are transferring that they are receiving the Promise Grant at their current institution. The financial aid offices at the respective institutions shall coordinate the transfer of scholarship information. Upon transfer, the institution shall prioritize the award of any eligible recipient before all others awarded in accordance with section 6 of this policy. The institution to which the recipient is transferring shall make adjustments in a recipient's award in accordance with subsections 7 of this policy

R620-11 Distribution of Funds to Institutions:

11.1 In determining how to allocate program funds to an institution, the Board will consider:

11.1.1 The costs of attendance of programs offered by the institution; and

11.1.2 The number of eligible students who attend each institution.

11.2 The Board will allocate program funds to eligible institutions in proportion to each eligible institution's percentage of the total Federal Pell Grant funds received for Utah resident students and students who qualified for resident tuition in the most recently completed award year by all participating institutions.

R620-12 Grant Deferrals:

12.1. Institutions shall develop a process for recipients to apply for deferrals or leaves of absence, which may be granted for military service, humanitarian/religious service, documented medical reasons, and other exigent reasons.

R620-13 Grant Cancellation: If a recipient does not return to pursue their degree after a deferral, or no longer meets the eligibility requirements, their grant will be canceled, and no remaining funds will be released.

R620-14 Reporting

14.1. As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other Promise Grant award information for the most recently completed fiscal year.

14.2. The Office of the Commissioner may, at any time, request additional documentation or data related to the Utah Promise Program Grant and may review or formally audit an institution's documentation and compliance with this policy.

14.3 By March 1 of each year, participating institutions financial aid directors will report to the Board the total dollar amount of Federal Pell Grant funds awarded to resident students and students who qualified for resident tuition under Utah Code section 53B-8-106 at the institution for the most recently completed academic year.

14.4 An institution that fails to submit the required reports by the required deadlines may be ineligible to participate in the program for the next fiscal year.

R620-15 Administrative Costs: The Board may use up to 3% of the money appropriated for the Utah Promise Program to cover administrative costs.

R620-16 Institutional Participation Agreement: Each participating institution will enter into a written agreement with the Board or assigned designee agreeing to abide by the program policies, accept and disburse funds per program rules, provide the required report each year, and retain documentation for the program to support the awards and actions taken. By accepting the funds, the participating institution agrees to the additional following terms and conditions:

16.1 The institution may at its discretion use up to 3% of the funds it receives for the Utah Promise Program to cover administrative costs.

16.2 The institution may not carry forward or carry back from one award year to another any of its Promise Grant allocation. Any exception to this rule must be approved in advance by the Board. The institution will inform the Board immediately if it determines it will not be able to utilize all program funds allotted to it for an award year. Absent any exception for a carry forward amount, institutions shall return unused funds to the Board. The Board will redistribute unused to the other eligible institutions as supplemental Promise Grant allocations for disbursement during the same award year. The portion of Promise Grant allocations budgeted for administrative expenses pursuant to subsection 18.1 will not be part of any carryover.

R620-17 Report to Higher Education Appropriations Subcommittee:

Annually, the Board shall submit an electronic report to the Higher Education Appropriations Subcommittee about the Utah Promise Program.

R621, Terrel H. Bell Education Scholarship Program

R621-1 Purpose: To provide procedures for administration of the Terrel H. Bell Teaching Education Scholarship Program, ensuring it recruit first-generation students into teaching careers, encourages outstanding students to teach in high needs areas in Utah's public schools, and to recognize teaching as a critically important career choice for the state of Utah.

R621-2 References

- 2.1 [Utah Code § 53B-8-114](#), Terrel H. Bell Education Scholarship Program
- 2.2 [Utah Code Title 53E, Chapter 6, Section 3](#), Education Professional Licensure

R621-3 Definitions

3.1 “Approved Program” means:

3.1.1 A teacher preparation program that meets the education profession licensure standards described in Section [53E-6-302](#), and provides enhanced clinical experiences, or prepares an individual to become a speech-language pathologist or another licensed professional providing services in a public school to students with disabilities.

3.1.2 Courses taken at Salt Lake Community College or Snow College that lead students to make reasonable progress to meet institutional criteria for admission into a program in accordance with section 3.1.1. of this policy.

3.2 “Eligible Institution” means a public or private institution of higher education in Utah that offers an approved program.

3.3 “High Needs Area” means a subject area or field in public education that has a high need for teachers or other employees, determined annually by the Board in consultation with State Board of Education.

3.4. “First -Generation Student” means [a student whose parents never completed college or beyond](#). ~~a student for whom no parent or guardians attained a bachelor's degree.~~

3.5 “Full-time Enrollment” means 12 semester hours or such other number of hours as determined by the recipient's institution. [\[1\]](#)

3.6 “Part-time Enrollment” means a minimum of 6 credits in a semester.

3.7 “Average Scholarship Amount” means average USHE undergraduate resident tuition and general student fees for the corresponding academic year.

R621-4 General Award Conditions

4.1 Scholarship Award: Under this program, an eligible institution may award a scholarship to an individual for an amount up to the cost of resident tuition, fees, and books for the number of credit hours in which the individual is enrolled each semester.

4.1.1 An eligible private institution may not award a scholarship for an amount that exceeds the average scholarship amount granted by a public institution of higher education.

4.1.2 A recipient may receive a scholarship for up to four consecutive years, or equivalent when considering institution-approved leaves of absence.

4.1.3 Eligible institutions may award scholarships to full-time or part-time enrolled students.

4.2 Application and Award Procedures

4.2.1 An eligible institution shall develop processes for promoting and distributing awards consistent with this policy, and will set application deadlines that accommodate both full-time and part-time students.

4.2.2 Applications must require a student’s declaration to earn a degree in an approved program.

4.3 Prioritizing Awards: Institution shall prioritize scholarship awards as follows:

4.3.1 First, to first-generation students who intend to work in any area in a Utah public school.

4.3.2 Second, to students who are not ~~first-generation~~[first-generation](#) students but intend to work in high needs area in a Utah public school.

4.3.3 Third, to students who meet the requirements in Section 5 of this policy.

R621-5 Initial and Continuing Eligibility of Students

5.1 Applicants must declare their intent to earn a degree in an approved program and to teach in a Utah public school after graduation.

5.2 Award recipients must maintain satisfactory academic progress in accordance with their institution’s policies.

5.3 A recipient must make reasonable progress to meet institutional criteria for admission to an approved program. Once admitted to an approved program a recipient must maintain reasonable progress towards completion of an approved program.

5.4 Recipients transferring to another eligible institution will retain an award if they continue to meet criteria established for recipients at the receiving institution.

5.5 After no more than four semesters of full-time, or eight semesters of part-time postsecondary course work, a recipient must apply and be accepted into an approved program at an eligible institution.

5.6 A recipient who has not been accepted into an approved program at an eligible institution may be granted a temporary deferment of an award for up to two years while seeking acceptance into an approved program.

5.7 After providing a recipient notice and an opportunity to respond, an institution may rescind a recipient's scholarship if the dean of education or the director of financial aid determines the recipient:

5.7.1 is failing to make reasonable progress toward completion of program requirements, or

5.7.2 has demonstrated to a reasonable certainty that he or she does not intend to teach at a public school in Utah after graduation.

5.8 [Under Utah Code 63G-12-402, verification of lawful presence in the United States is not required to be eligible for this scholarship.](#)

5.98 Appeals: Upon request by the student, the institution shall provide an opportunity for the student to appeal a dean or director's determination to rescind the scholarship to a committee of at least three impartial persons.

5.109 Leaves of Absence: A recipient may seek leave of absence from attending an institution in accordance with applicable deferral policies at a corresponding eligible institution.

R621-6 Transfer of Award Funds

6.1 Recipients may transfer to another eligible institution and retain the scholarship if they meet all requirements of the receiving institution. Transfer students are ultimately responsible for communicating with colleges/schools of education and financial aid offices at receiving institutions well in advance. Transfer students who do not meet application deadlines or demonstrate satisfactory academic progress may have their scholarship rescinded. The receiving institution is responsible to make any adjustments in a recipient's award.

R621-7 Distribution of Award Funds to Institutions

7.1 The Board will annually distribute available funds to eligible institutions proportionally equal to the total number of teachers who graduated from an eligible institution and were hired by a Utah public school district for the most recent three cohort years available, minus funds for Snow College and Salt Lake Community College allocated at the discretion of the Board.

R621-8 Reporting

8.1 As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other TH Bell Scholarship information for the most recently completed fiscal year.

~~**8.1** On or before June 30 each year, eligible institutions shall report to the Board of Higher Education the following:~~

~~**8.1.1** Any new or procedures, application materials.~~

~~**8.1.2** The name and student identification number, first-generation status, and specific enrolled program of all recipients to whom the institution awarded scholarship funds the current academic year.~~

~~**8.1.3** The scholarship amount each recipient received.~~

~~**8.1.4** The number of first-generation recipients.~~

8.2 The Board of Higher Education may, at any time, request additional documentation or data related to the T.H. Bell Scholarship and may review or formally audit an institution's compliance with this policy.

Adopted May 17, 2019; amended XXX

R621, Terrel H. Bell Education Scholarship Program¹

R621-1 Purpose: To provide procedures for administration of the Terrel H. Bell Teaching Education Scholarship Program, ensuring it recruit first-generation students into teaching careers, encourages outstanding students to teach in high needs areas in Utah's public schools, and to recognize teaching as a critically important career choice for the state of Utah.

R621-2 References

- 2.1 [Utah Code § 53B-8-114](#), Terrel H. Bell Education Scholarship Program
- 2.2 [Utah Code Title 53E, Chapter 6, Section 3](#), Education Professional Licensure

R621-3 Definitions

3.1 “Approved Program” means:

3.1.1 A teacher preparation program that meets the education profession licensure standards described in Section [53E-6-302](#), and provides enhanced clinical experiences, or prepares an individual to become a speech-language pathologist or another licensed professional providing services in a public school to students with disabilities.

3.1.2 Courses taken at Salt Lake Community College or Snow College that lead students to make reasonable progress to meet institutional criteria for admission into a program in accordance with section 3.1.1. of this policy.

3.2 “Eligible Institution” means a public or private institution of higher education in Utah that offers an approved program.

3.3 “High Needs Area” means a subject area or field in public education that has a high need for teachers or other employees, determined annually by the Board in consultation with State Board of Education.

3.4. “First -Generation Student” means an student whose parents never completed college or beyond..

3.5 “Full-time Enrollment” means 12 semester hours or such other number of hours as determined by the recipient's institution. [\[1\]](#)

¹ Adopted May 17, 2019; amended XXX

- 3.6 “Part-time Enrollment”** means a minimum of 6 credits in a semester.
- 3.7 “Average Scholarship Amount”** means average USHE undergraduate resident tuition and general student fees for the corresponding academic year.

R621-4 General Award Conditions

4.1 Scholarship Award: Under this program, an eligible institution may award a scholarship to an individual for an amount up to the cost of resident tuition, fees, and books for the number of credit hours in which the individual is enrolled each semester.

4.1.1 An eligible private institution may not award a scholarship for an amount that exceeds the average scholarship amount granted by a public institution of higher education.

4.1.2 A recipient may receive a scholarship for up to four consecutive years, or equivalent when considering institution-approved leaves of absence.

4.1.3 Eligible institutions may award scholarships to full-time or part-time enrolled students.

4.2 Application and Award Procedures

4.2.1 An eligible institution shall develop processes for promoting and distributing awards consistent with this policy, and will set application deadlines that accommodate both full-time and part-time students.

4.2.2 Applications must require a student’s declaration to earn a degree in an approved program.

4.3 Prioritizing Awards: Institution shall prioritize scholarship awards as follows:

4.3.1 First, to first-generation students who intend to work in any area in a Utah public school.

4.3.2 Second, to students who are not first-generation students but intend to work in high needs area in a Utah public school.

4.3.3 Third, to students who meet the requirements in Section 5 of this policy.

R621-5 Initial and Continuing Eligibility of Students

5.1 Applicants must declare their intent to earn a degree in an approved program and to teach in a Utah public school after graduation.

5.2 Award recipients must maintain satisfactory academic progress in accordance with their institution's policies.

5.3 A recipient must make reasonable progress to meet institutional criteria for admission to an approved program. Once admitted to an approved program a recipient must maintain reasonable progress towards completion of an approved program.

5.4 Recipients transferring to another eligible institution will retain an award if they continue to meet criteria established for recipients at the receiving institution.

5.5 After no more than four semesters of full-time, or eight semesters of part-time postsecondary course work, a recipient must apply and be accepted into an approved program at an eligible institution.

5.6 A recipient who has not been accepted into an approved program at an eligible institution may be granted a temporary deferment of an award for up to two years while seeking acceptance into an approved program.

5.7 After providing a recipient notice and an opportunity to respond, an institution may rescind a recipient's scholarship if the dean of education or the director of financial aid determines the recipient:

5.7.1 is failing to make reasonable progress toward completion of program requirements, or

5.7.2 has demonstrated to a reasonable certainty that he or she does not intend to teach at a public school in Utah after graduation.

5.8 Under Utah Code 63G-12-402, verification of lawful presence in the United States is not required to be eligible for this scholarship.

5.9 Appeals: Upon request by the student, the institution shall provide an opportunity for the student to appeal a dean or director's determination to rescind the scholarship to a committee of at least three impartial persons.

5.10 Leaves of Absence: A recipient may seek leave of absence from attending an institution in accordance with applicable deferral policies at a corresponding eligible institution.

R621-6 Transfer of Award Funds

6.1 Recipients may transfer to another eligible institution and retain the scholarship if they meet all requirements of the receiving institution. Transfer students are ultimately responsible for communicating with colleges/schools of education and financial aid offices at receiving institutions well in advance. Transfer students who do not meet application deadlines or demonstrate satisfactory academic progress may have their scholarship rescinded. The

receiving institution is responsible to make any adjustments in a recipient's award.

R621-7 Distribution of Award Funds to Institutions

7.1 The Board will annually distribute available funds to eligible institutions proportionally equal to the total number of teachers who graduated from an eligible institution and were hired by a Utah public school district for the most recent three cohort years available, minus funds for Snow College and Salt Lake Community College allocated at the discretion of the Board.

R621-8 Reporting

8.1 As specified by the Office of the Commissioner, each institution shall provide, as part of an annual institutional financial aid file submission by February 28 of each year, data pertaining to applications, awards, program enrollments, utilization, funding, and/or other TH Bell Scholarship information for the most recently completed fiscal year.

8.2 The Board of Higher Education may, at any time, request additional documentation or data related to the T.H. Bell Scholarship and may review or formally audit an institution's compliance with this policy.

R623, Free Application for Federal Student Aid

R623-1 Purpose: Require applicants for certain state scholarships to complete [either](#) the Free Application for Federal Student Aid [or the Board's alternative financial form](#) to ensure applicants have leveraged all available federal financial aid to cover the cost of higher education, provide instruction for applicants to opt out of the requirements of this policy and provide instructions to financial aid officers.

R-623-2 References

2.1 [Board Policies 603 through 622](#)

R-623-3 Definitions

3.1 Free Application for Federal Student Aid (FAFSA) The financial reporting forms used to determine the need and eligibility of a student for financial assistance as described in 20 USC 1089.

R-623-4 Policy

4.1 Institutions shall require applicants for ~~the following~~ scholarship [and grant programs administered by the Boards](#) to complete [either the alternative financial form available at ushe.edu or](#) the FAFSA to —the extent that it will benefit an individual student's ability to maximize financial aid opportunities:

~~4.1.1 Terrel H. Bell Education Scholarship Program—Board Policy R621~~

~~4.1.2 New Century Scholarship—Board Policy R604~~

~~4.1.3 Higher Education Success Stipend Program—Board Policy R605~~

~~4.1.4 Veterans Tuition Gap Program—Board Policy R611~~

~~4.1.5 Career and Technical Education Scholarship Program—Board Policy R622~~

4.2 Applicant Opt Out: An applicant may opt out of the requirement to complete the [alternative financial form and the](#) FAFSA due to:

4.2.1 Financial ineligibility for any potential grant or other financial aid;

4.2.2 Personal privacy concerns; or

4.2.3 Advice of the institution based on its assessment of the factors that may impact a student's ability to access maximum financial aid opportunities.

4.3 Institution advisors shall, to the extent practicable, encourage all of students to annually complete the [alternative financial form or the](#) FAFSA.

4.4 Institutions shall ensure staff and faculty who advise students on financial aid are properly trained on the benefits of completing the FAFSA.

Adopted May 15, 2020; [amended XXX](#)

R623, Free Application for Federal Student Aid¹

R623-1 Purpose: Require applicants for certain state scholarships to complete either the Free Application for Federal Student Aid or the Board's alternative financial form to ensure applicants have leveraged all available federal financial aid to cover the cost of higher education, provide instruction for applicants to opt out of the requirements of this policy and provide instructions to financial aid officers.

R-623-2 References

2.1 [Board Policies 603 through 622](#)

R-623-3 Definitions

3.1 Free Application for Federal Student Aid (FAFSA) The financial reporting forms used to determine the need and eligibility of a student for financial assistance as described in 20 USC 1089.

R-623-4 Policy

4.1 Institutions shall require applicants for scholarship and grant programs administered by the Board to complete either the alternative financial form available at ushe.edu or the FAFSA to the extent that it will benefit an individual student's ability to maximize financial aid opportunities:

4.2 Applicant Opt Out: An applicant may opt out of the requirement to complete the alternative financial form and the FAFSA due to:

4.2.1 Financial ineligibility for any potential grant or other financial aid;

4.2.2 Personal privacy concerns; or

4.2.3 Advice of the institution based on its assessment of the factors that may impact a student's ability to access maximum financial aid opportunities.

4.3 Institution advisors shall, to the extent practicable, encourage all of students to annually complete the alternative financial form or the FAFSA.

4.4 Institutions shall ensure staff and faculty who advise students on financial aid are properly trained on the benefits of completing the FAFSA.

¹ Adopted May 15, 2020; amended XXX

R624, Utah Promise Partners Program¹

R624-1 Purpose: The Utah Promise Grant is a statewide need-based grant program that expands access to postsecondary opportunities to all. This policy outlines the Utah Board of Higher Education's ("Board") policy and procedures for administering the Utah Promise Program.

R624-2 References

2.1 Utah Code 53B-13a-107, Utah Promise Partners

R624-3 Definitions

3.1 "Institution" means an institution of higher education under Utah Code section 53B-2-101(1).

3.2 "Promise Partner Award" means an award given to an eligible employee of a Promise Partner under this policy.

3.3 "Promise Partner" means an employer that has applied to, and established a Memorandum of Understanding with, the Board.

R624-4 Utah Promise Partners: The Board, in consultation with the Talent Ready Utah Program, may select, as a Promise Partner, an employer who applies to the Board and meets other requirements established by the Board.

R624-5 Employee Qualifications

5.1 An employee who works for a Promise Partner is eligible to receive an award under this policy if:

5.1.1 The employee completes the application process approved by the Board;

5.1.2 Is admitted to, and enrolled in, a Utah System of Higher Education institution; and

5.1.3 Meets other requirements established by the Promise Partner.

5.2 The student must meet the eligibility requirements outlined in subsection 5.1 for the full-length of time the student receives the award.

¹ Adopted XXX

R624-6 Application Process

6.1 Promise Partners shall establish an application process consistent with this policy that applicants can easily access and complete.

6.2 The Board, in consultation with the partner, shall set deadlines by which applicants must submit all required materials.

R624-7 Award: Subject to funding, the Board may:

7.1 Give a Promise Partner Award for the portion of tuition and fees for a program at an institution that is not covered by a Promise Partner reimbursement;

7.2 Prioritize awarding Promise Partner Awards if an appropriation for Promise Partner Awards is insufficient to provide a Promise Partner Award to each eligible applicant.

R624-8 Award Duration: The Board may continue to award a Promise Partner Award to an eligible recipient until the earlier of either:

8.1 Two years after the recipient receives a Promise Partner Award;

8.2 The recipient uses the Promise Partner Award to attend an institution for four semesters;

8.3 The recipient completes the requirements for an associate degree; or

8.4 The recipient attends an institution that does not offer associate degrees, and the recipient has earned 60 credit hours.

R624-9 Report to Higher Education Appropriations Subcommittee:

Annually, the Board shall submit an electronic report to the Higher Education Appropriations Subcommittee about the Utah Promise Program, including Utah Promise Partners.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB B

May 19, 2022

Terrel H. Bell Incentive Loan Program Forgiveness

The Terrel H. Bell Incentive Loan Program (TILP) was created in 1984 to recruit students to teach in prioritized critical areas of need in Utah's public schools. Since its inception, the program has supported thousands of students entering the teaching profession. The popularity of incentive loan programs peaked in the 1980s-1990s; however, such programs have since been shown to create confusion regarding post-graduation obligations among recipients, especially among students from historically underserved populations.

With the passage of H.B. 188 during the 2019 Legislative General Session, the TILP transitioned from an incentive loan program to a scholarship program. Since this transition, students awarded before 2019 have been required to continue repaying their loans or teach full-time in exchange for loan credit.

The administrative system for tracking loan repayment is managed and accessible only to UHEAA staff through a contract agreement with the Pennsylvania Higher Education Assistance Authority. The current administrative cost to maintain the TILP legacy system exceeds the value of the revenues generated by loan payments that have been used to augment the funds in the current scholarship program since 2019. The cost to transition the system to the Commissioner's office has warranted a proposal to forgive the current outstanding debt and cease administrative operations of the TILP before diminishing revenues from legacy loan payments create a deficit cost for the Commissioner's office in the next 2-5 years.

There is a balance of \$3,057,262 remaining to be paid through teaching or monetary repayment for 429 students. The average amount forgiven for the remaining students is \$7,126.

Board of Higher Education policy R630-5.3 "delegates to the Commissioner of Higher Education authority to approve the postponement or waiver of repayment obligations as well as leaves of absence for the Terrel H. Bell Teaching Incentive Loan Program."

Commissioner's Recommendation

Due to the cost of administration of TILP, the barriers created by incentive loan programs in general, and the critical educator shortage across the state, the Commissioner recommends outstanding loans be forgiven effective May 31, 2022.



MEMORANDUM

TAB C

May 19, 2022

Dixie State University – Series 2022 Revenue Bonds

Board Policy R590, *Issuance of Revenue Bonds for Colleges and Universities*, requires the Board to review and approve the issuance and sale of revenue bonds that have been affirmatively authorized by the Utah State Legislature. Dixie State University requests Board authorization to issue up to \$74,000,000 of General Revenue Bonds for the construction of Phase III of Campus View Suites, as approved by the Board in January 2022 and authorized in the 2022 Legislative Session (H.B. 191).

The relevant parameters of the requested issue are:

- Principal amount not to exceed \$74,000,000 (including costs of issuance and capitalized interest)
- Interest rate not to exceed 5.5%
- Discount from par not to exceed 2%
- Final maturity not to exceed 32 years from the date of issue

A copy of the request letter from the University, a financing summary from the financial advisor, and the Approving Resolution are attached. Representatives from the University will attend the meeting to provide additional information and answer questions from the Board.

Commissioner's Recommendation

The Commissioner recommends approval of the proposed Authorizing Resolution to issue General Revenue bonds for Dixie State University.

Attachments

Salt Lake City, Utah

May 20, 2022

The Utah Board of High Education (formerly known as the State Board of Regents of the State of Utah) (the “*Board*”) met in regular session at the Board of Higher Education Building, 60 South 400 West, Salt Lake City, Utah, on May 20, 2022, commencing at 8:00 a.m. The following members of the Board were present:

Harris H. Simmons	Chair
Nina Barnes	Vice Chair
Aaron V. Osmond	Vice Chair
Jessellie Barlow Anderson	Member
Mike Angus	Member
Jera L. Bailey	Member
Stacey K. Bettridge	Member
Lisa Michele Church	Member
Wilford Clyde	Member
Sanchaita Datta	Member
Alan E. Hall	Member
Patricia Jones	Member
Crystal Maggelet	Member
Tanner Marcum	Student Representative
Arthur E. Newell	Member
Shawn Newell	Member
Valirie Serawop	Student Representative
Scott L. Theurer	Member.

ABSENT: _____.

As required by Section 52-4-203, Utah Code Annotated 1953, as amended, written minutes and a recording of this meeting are being kept.

After the meeting had been duly convened and called to order by the Chair and the roll had been called with the above result, and after other business had been conducted, the Chair announced that one of the purposes of the meeting was the consideration of various matters with respect to the issuance and sale of the Utah Board of Higher Education, Dixie State University General Revenue Bonds.

The following resolution was introduced in written form and, after full discussion, pursuant to motion made and seconded, was adopted by the following vote:

YEA:

ABSTAIN: _____.

NAY: _____.

ABSENT: _____.

The resolution is as follows:

RESOLUTION

A RESOLUTION OF THE UTAH BOARD OF HIGHER EDUCATION AUTHORIZING THE ISSUANCE AND SALE OF ITS DIXIE STATE UNIVERSITY GENERAL REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$ _____; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL INDENTURE OF TRUST, AN OFFICIAL STATEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Utah Board of Higher Education (formerly known as the State Board of Regents of the State of Utah) (the “*Board*”) is established and exists under and pursuant to Section 53B-1-402, Utah Code Annotated 1953, as amended (the “*Utah Code*”);

WHEREAS, pursuant to the provisions of Title 53B Chapter 1, Utah Code, the Board is authorized to act as the governing authority of Dixie State University (the “*University*”) for the purpose of exercising the powers contained in Title 53B, Chapter 21, Utah Code (the “*Act*”);

WHEREAS, pursuant to the Act, the Board is, for and on behalf of the University, authorized to issue bonds payable from a special fund into which the revenues of the University may be deposited;

WHEREAS, pursuant to the provisions of Section 63B-32-101(4) of the Utah Code (the “*Authorization*”), the Board is authorized to issue revenue bonds on the credit, revenues and reserves of the University, other than appropriations by the Utah Legislature, to provide up to \$62,500,000 to finance the cost of constructing an expansion of the Campus View Suites Phase Three (the “*Project*”) together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements;

WHEREAS, the Project will include the acquisition, construction, improvement, equipping and furnishing of the Campus View Suites Phase Three and related facilities;

WHEREAS, the Board considers it desirable and necessary for the benefit of the residents of the State of Utah (the “*State*”) to issue its “Utah Board of Higher Education, Dixie State University General Revenue Bonds” (the “*Bonds*”), for the purpose of financing, together with any available funds of the University to be used for such purpose, the cost of the Project, satisfying any debt service reserve requirements, providing capitalized interest on the Bonds and paying costs of issuance of the Bonds;

WHEREAS, the Bonds will be issued in an aggregate principal amount of not to exceed \$ _____ and will be issued pursuant to the General Indenture of Trust, as heretofore

amended and supplemented (the “*General Indenture*”), and as further amended and supplemented by a Supplemental Indenture of Trust (the “*Supplemental Indenture*” and, together with the General Indenture, the “*Indenture*”), each by and between the Board, acting for and on behalf of the University, and Zions Bancorporation, National Association, as successor trustee (the “*Trustee*”);

WHEREAS, the Bonds shall be payable solely from the revenues and other moneys pledged therefor under the Indenture and shall not constitute nor give rise to a general obligation or liability of the State, the Board or the University or constitute a charge against the general credit of the State, the Board or the University;

WHEREAS, there have been presented to the Board at this meeting a form of a Preliminary Official Statement relating to the Bonds (the “*Preliminary Official Statement*”) and a form of the Supplemental Indenture;

WHEREAS, expenditures relating to the Projects (the “*Expenditures*”) (a) have been paid from the University’s general fund (the “*Fund*”) within 60 days prior to the passage of this resolution (the “*Resolution*”) or (b) will be paid from the Fund on or after the passage of this Resolution and prior to the issuance of the Bonds; and

WHEREAS, pursuant to Section 53B-21-102(3)(m) of the Act and subject to the Authorization being effective, the Board desires to grant to the Chair, the Vice Chair of the Board and the Chair of the Budget and Finance Subcommittee of the Board (each a “*Designated Board Officer*”) the authority to approve the final principal amounts, discounts, maturities, interest rates, redemption provisions, purchase prices and other terms of the Bonds (including the amount, if any, of the debt service reserve requirement for the Bonds) and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth in this Resolution, and the authority to approve and execute all documents relating to the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE UTAH BOARD OF HIGHER EDUCATION, AS FOLLOWS:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the Board or the University directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 3. The Supplemental Indenture, in substantially the form presented to the Board at this meeting, is in all respects authorized, approved and confirmed. Each Designated Board Officer and the Secretary of the Board and the University’s President, the Vice President of Administrative Affairs or any Executive Director of the University (each a “*Designated University Officer*” and collectively with the Designated Board Officers, the “*Designated Officers*”) are

hereby authorized to execute and deliver the the Supplemental Indenture, in the form and with substantially the same content as presented at this meeting, for and on behalf of the Board and the University with such alterations, changes or additions as may be authorized pursuant to the terms of this Resolution.

Section 4. For the purpose of providing funds to be used for the purpose of (a) financing all or a portion of the cost of the Project, (b) satisfying the debt service reserve requirement, if any, (c) providing capitalized interest on the Bonds, and (d) paying costs of issuance of the Bonds, including the cost of any bond insurance policy, surety bond or other credit enhancement for the Bonds, the Board hereby authorizes the issuance of the Bonds in the aggregate principal amount of not to exceed \$_____. The Bonds shall bear interest at the rates, shall mature in the principal amounts and on the dates, and shall be subject to redemption, as shall be approved by a Designated Board Officer as provided below, all within the parameters set forth in *Schedule A* attached hereto and incorporated herein by reference.

Section 5. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Indenture. Any Designated Board Officer and the Secretary of the Board and any Designated University Officer are hereby authorized to execute and seal the Bonds and to deliver the Bonds to the Trustee for authentication. All terms and provisions of the Indenture and the Bonds are hereby incorporated in this Resolution. The appropriate officials of the Board and the University are hereby authorized to execute and deliver to the Trustee the written order of the Board for authentication and delivery of the Bonds in accordance with the provisions of the Indenture.

Section 6. The Board hereby authorizes, approves and directs the use and distribution of the Preliminary Official Statement in such form as shall be approved by the Chair or Vice Chair of the Board or the President or Vice President for Administrative Affairs of the University. Each such Designated Officer is authorized to execute such certificates as shall be necessary to “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Any such Designated Officer is hereby authorized to execute and deliver on behalf of the Board and the University a final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement, with such alterations, changes or additions as may be necessary to conform to the terms of the Bonds and finalize the Official Statement. The use and distribution of the Official Statement are hereby authorized.

Section 7. The Bonds shall be sold to the initial purchaser (the “*Underwriter*”) pursuant to a public sale at a discount of not to exceed 2.0% of the face amount of the Bonds plus accrued interest, if any. Pursuant to Section 53B-21-102(3)(m) of the Act, a Designated Board Officer (with concurrence of a Designated University Officer) is hereby authorized to specify and agree as to the final principal amounts, discounts, maturities, interest rates, redemption provisions, purchase prices and other terms of the Bonds (including the amount, if any, of the debt service reserve requirement for the Bonds) for and on behalf of the Board and the University by the execution of the Indenture, such bond purchase contract or other instrument or instruments as may be necessary to confirm the award of the Bonds to the Underwriter, and any changes to the

Supplemental Indenture from those terms which were before the Board at the time of adoption of this Resolution, provided such terms are within the parameters set by this Resolution.

Section 8. The appropriate officers of the Board and the University, including without limitation the Designated Board Officers, Commissioner of Higher Education, the Chief Financial Officer and Secretary of the Board and the Designated University Officers are hereby authorized to take all action necessary or reasonably required by the Indenture to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with the Act.

Section 9. The appropriate officials of the Board and the University, including without limitation the Designated Officers, are authorized to make any alterations, changes or additions to the Supplemental Indenture, the Bonds, the Preliminary Official Statement, or any other document herein authorized and approved as authorized by this Resolution, including such alterations, changes or additions which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of laws of the State or the United States.

Section 10. The appropriate officials of the Board and the University, including without limitation the Designated Board Officers, Commissioner of Higher Education (including any Interim Commissioner), the Chief Financial Officer and Secretary of the Board and the Designated University Officers, are hereby authorized and directed to (a) accept a commitment for, and agree to the terms of, a bond insurance policy, surety bond, or other credit enhancement that such officer or officers determine to be in the best interests of the Board and the University, and (b) execute and deliver for and on behalf of the Board and the University any or all additional certificates, documents, instruments and other papers and perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein, including (without limitation) such (i) continuing disclosure undertakings or agreements as shall be necessary under Rule 15c2-12 of the Securities and Exchange Commission; (ii) certificates and agreements as shall be necessary to establish and maintain the tax status of the Bonds under the provisions of the Internal Revenue Code of 1986, as amended, and (iii) letter of representations with The Depository Trust Company (“DTC”) shall be necessary to qualify the Bonds for DTC; book-entry system.

Section 11. Upon their issuance, the Bonds will constitute special limited obligations of the Board payable solely from and to the extent of the sources set forth in the Indenture. No provision of this Resolution, the Bonds, the Indenture or any other instrument, shall be construed as creating a general obligation of the Board or the University, or of creating a general obligation of the State or any political subdivision thereof, nor as incurring or creating a charge upon the general credit of the Board, the University, the State or any political subdivision thereof.

Section 12. Reimbursement Intent. To the extent the requirements have not previously been satisfied, in satisfaction of certain requirements under the Internal Revenue Code of 1986, as amended, the Board reasonably expects to reimburse the Expenditures with proceeds of the Bonds to be issued in the maximum principal amount of not more than \$_____.

Section 13. All proceedings, resolutions and actions of the Board and the University and their officers and employees taken in connection with the Bonds are hereby ratified, confirmed and approved.

Section 14. After any of the Bonds are delivered by the Trustee to the Underwriter and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been fully discharged in accordance with the terms and provisions of the Indenture.

Section 15. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 16. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 17. This Resolution shall become effective immediately upon its adoption.

(Signature page follows.)

PASSED AND APPROVED by the Utah Board of Higher Education this 20th day of May, 2022.

UTAH BOARD OF HIGHER EDUCATION

Chair

[SEAL]

ATTEST:

Secretary

After the conduct of other business not pertinent to the above, the meeting was, on motion duly made and seconded, adjourned.

Chair

[SEAL]

ATTEST:

Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Utah Board of Higher Education.

I further certify that the above and foregoing constitutes a true and correct copy of an excerpt of the minutes of a meeting of said Board held on May 20, 2022 and of a resolution adopted at said meeting, as said minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Board this 20th day of May, 2022.

Secretary

[SEAL]

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, the undersigned, the duly qualified and acting Secretary of the Utah Board of Higher Education (the “Board”), do hereby certify, according to the records of the Board in my official possession, and upon my own knowledge and belief, that:

(a) in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave public notice of the agenda, date, time and place of the May 20, 2022 public meeting held by the members of the Board by causing a Notice of Public Meeting to be posted at the principal office of the Utah Board of Higher Education at 60 South 400 West in Salt Lake City, Utah, at least 24 hours prior to the convening of such meeting, in the form attached hereto as *Exhibit A*, said Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Board until the convening of the meeting; causing a copy of said Notice of Public Meeting in the form attached hereto as *Exhibit A* to be provided, at least 24 hours prior to the convening of such meeting; causing a Notice of Public Meeting to be posted on May __, 2022, at the Utah Public Notice Website at least 24 hours before the convening of the meeting; and providing a copy of said Notice of Public Meeting in the form attached hereto as *Exhibit A* to at least one newspaper of general circulation within the geographic jurisdiction of the Board or a local media correspondent, by virtue of posting such Notice on the Utah Public Notice Website as aforesaid, in accordance with Sections 52-4-202(3) and 63F-1-701(d), Utah Code Annotated 1953, as amended;

(b) in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice of the 2020 Annual Meeting Schedule of the Board was given specifying the date, time and place of the regular meetings of the Board scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Board in the form attached as *Exhibit B* to be posted during or before January 2022, at the principal office of the Board in Salt Lake City, Utah; such Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during the regular office hours of the undersigned until the date hereof; and by causing a copy of such Notice of Annual Meeting Schedule to be provided during or before January 2022 to a newspaper of general circulation within the geographic jurisdiction of Salt Lake City, Utah; and causing a Notice of Annual Meeting Schedule to be posted during or before January 2022 at the Utah Public Notice Website; and

(c) the Board has adopted written procedures governing the holding of electronic meetings in accordance with Section 52-4-207 Utah Code Annotated 1953, as amended (a copy of which is attached hereto as *Exhibit C*). In accordance with such provisions and the aforementioned procedures, notice was given to each member of the Board and to members of the public at least 24 hours before the meeting to allow members of the Board and the public to participate electronically in the meeting, including a description of how they could be connected to the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Utah Board of Higher Education, this 20th day of May, 2022.

Secretary

[SEAL]

SCHEDULE A

PARAMETERS

PRINCIPAL AMOUNT:	Not to exceed \$ _____
TERM:	Not to exceed __ years from their date or dates.
INTEREST RATE:	Fixed rates such that no coupon rate exceeds ____% per annum.
REDEMPTION FEATURES:	Optional redemption at not more than 100% of par within ten and a half years of issuance.
SALE PRICE:	Not less than 98% of the principal amount of the Bonds.

EXHIBIT A

[ATTACH NOTICE OF PUBLIC MEETING]

EXHIBIT B

[ATTACH NOTICE OF ANNUAL MEETING SCHEDULE]

EXHIBIT C

[ATTACH ELECTRONIC MEETING POLICY]

**Dixie State University
General Revenue Bonds, Series 2022
Preliminary Summary Sheet**

Proposed Issue: General Revenue Bonds

Total Approximate Issue Size: \$67,360,000

Use of Funds: To fund the design and construction of Phase III of Campus View Suites (legislatively approved for up to \$62,500,000 in project costs); satisfy any reserve requirements; pay capitalized interest; and pay associated costs of issuance.

Details of Proposed Series 2020 Bonds:

Principal Amount: Not to exceed \$74,000,000

Interest Rate: Not to exceed 5.5%

Maturity Date: Not to exceed 32 years

Aggregate Discount: Not to exceed 2%

Bond Rating: AA from S&P

Bond Insurance: Bids will be received from Assured Guaranty and Build America Mutual

Tax Exemption: The bonds will be tax exempt

Source of Repayment: Housing project revenues

Timetable Considerations: Approval will be sought at the meeting of the Board of Higher Education on May 20th. The University is proceeding with plans to sell bonds soon after approval is received, with a tentative competitive sale date planned for June 8th. The underwriter will be whichever bidder delivers the lowest combination of rates and fees as determined by the True Interest Cost (TIC). The bond closing date will be June 22nd, 2022.



MEMORANDUM

TAB D

May 19, 2022

Southern Utah University – Series 2022 Revenue Bonds

Board Policy R590, *Issuance of Revenue Bonds for Colleges and Universities*, requires the Board to review and approve the issuance and sale of revenue bonds that have been affirmatively authorized by the Utah State Legislature. Southern Utah University requests Board authorization to issue up to \$12,000,000 of Auxiliary Fee and Student Building Fee Revenue Bonds for the construction of The Cottages on Shakespeare Lane, as approved by the Board in January 2022 and authorized in the 2022 Legislative Session (H.B. 191).

The relevant parameters of the requested issue are:

- Principal amount not to exceed \$12,000,000 (including costs of issuance and capitalized interest)
- Interest rate not to exceed 5.5%
- Discount from par not to exceed 2%
- Final maturity not to exceed 31 years from the date of issue

A copy of the request letter from the University, a financing summary from the financial advisor, and the Approving Resolution are attached. Representatives from the University will attend the meeting to provide additional information and answer questions from the Board.

Commissioner's Recommendations

The Commissioner recommends approval of the proposed Authorizing Resolution to issue Auxiliary System and Student Building Fee Revenue bonds for Southern Utah University.

Attachments

April 26, 2022

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

Dear Commissioner Woolstenhulme:

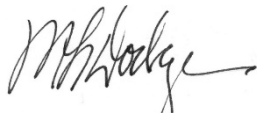
At its January 14, 2022, meeting, the Board of Higher Education (Board) approved Southern Utah University's (SUU) request for a non-state funded project to purchase The Cottages on Shakespeare Lane, with an associated rental property. SUU's administration pursued this request through the 2022 Legislative Session ultimately receiving approval and authorization to issue bonds in H.B. 191, *Revenue Bond and Capital Facilities Amendments*.

In conjunction with Zions Bank Public Finance and Chapman & Cutler Bond Counsel, SUU presents the following Board Resolution authorizing the sale of bonds on behalf of SUU to complete the approved transaction. As outlined within, bonds will be issued under the "Auxiliary Fee and Student Building Fee Revenue Bonds, Series 2022" for a principal amount not to exceed \$12.0 million.

On behalf of Interim President Benson and SUU, I request your favorable consideration of this action.

I look forward to our discussion at the May 19th and 20th Board meetings and the opportunity to respond to any questions that may arise from this proposal.

Sincerely,



Marvin L. Dodge
Vice President

Southern Utah University
Auxiliary Fee and Student Building Fee Revenue Bonds, Series 2022
Preliminary Summary Sheet

Proposed Issue: Auxiliary System and Student Building Fee Revenue Bonds, Series 2022

Total Approximate Issue Size: \$11,400,000

Use of Funds: To finance the cost of purchasing The Cottages apartment complex at 141 & 151 West Shakespeare Lane, as well as an adjoining home; satisfy any debt service reserve fund requirements; provide for capitalized interest; and pay for costs of issuance.

Detail of Proposed Series 2022 Bonds:

Principal Amount: Not to exceed \$12,000,000

Interest Rate: Not to exceed 5.5%

Maturity Date: Not to exceed 31 years

Aggregate Discount: Not to exceed 2%

Underwriter's Discount: Not to exceed 2%

Bond Rating: AA from S&P

Underlying Rating: AA from S&P utilizing the State Moral Obligation

Source of Repayment: Auxiliary System and Student Building Fee Revenues

Timetable Considerations: Utah Board of Higher Education approval will be sought at the May 19/20 meetings. The University is proceeding with plans to sell bonds soon after Board approval is received, with a tentative sale date planned for Thursday, June 16, 2022. The University anticipates selling bonds by competitive sale, and the underwriter will be whichever provides the lowest borrowing cost as a combination of each bidder's proposed rates and fees. The anticipated closing date is June 30, 2022.

Salt Lake City, Utah

May 20, 2022

The Utah Board of High Education (formerly known as the State Board of Regents of the State of Utah) (the “*Board*”) met in regular session at the Board of Higher Education Building, 60 South 400 West, Salt Lake City, Utah, on May 20, 2022, commencing at 8:00 a.m. The following members of the Board were present:

Harris H. Simmons	Chair
Nina Barnes	Vice Chair
Aaron V. Osmond	Vice Chair
Jessellie Barlow Anderson	Member
Mike Angus	Member
Jera L. Bailey	Member
Stacey K. Bettridge	Member
Lisa Michele Church	Member
Wilford Clyde	Member
Sanchaita Datta	Member
Alan E. Hall	Member
Patricia Jones	Member
Crystal Maggelet	Member
Tanner Marcum	Student Representative
Arthur E. Newell	Member
Shawn Newell	Member
Valirie Serawop	Student Representative
Scott L. Theurer	Member.

ABSENT: _____.

As required by Section 52-4-203, Utah Code Annotated 1953, as amended, written minutes and a recording of this meeting are being kept.

After the meeting had been duly convened and called to order by the Chair and the roll had been called with the above result, and after other business had been conducted, the Chair announced that one of the purposes of the meeting was the consideration of various matters with respect to the issuance and sale of the Utah Board of Higher Education, Southern Utah University Auxiliary System and Student Building Fee Revenue Bonds.

The following resolution was introduced in written form and, after full discussion, pursuant to motion made and seconded, was adopted by the following vote:

YEA:

ABSTAIN:

_____.

NAY:

_____.

ABSENT:

_____.

The resolution is as follows:

RESOLUTION

A RESOLUTION OF THE UTAH BOARD OF HIGHER EDUCATION
AUTHORIZING THE ISSUANCE AND SALE OF ITS SOUTHERN UTAH
UNIVERSITY AUXILIARY SYSTEM AND STUDENT BUILDING FEE
REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO
EXCEED \$12,000,000; AUTHORIZING THE EXECUTION OF A
SUPPLEMENTAL INDENTURE OF TRUST, AN OFFICIAL STATEMENT
AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH;
AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO
THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS
RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Utah Board of Higher Education (formerly known as the State Board of Regents of the State of Utah) (the “*Board*”) is established and exists under and pursuant to Section 53B-1-402, Utah Code Annotated 1953, as amended (the “*Utah Code*”);

WHEREAS, pursuant to the provisions of Title 53B Chapter 1, Utah Code, the Board is authorized to act as the governing authority of Southern Utah University (the “*University*”) for the purpose of exercising the powers contained in Title 53B, Chapter 21, Utah Code (the “*Act*”);

WHEREAS, pursuant to the Act, the Board is, for and on behalf of the University, authorized to issue bonds payable from a special fund into which the revenues of the University may be deposited;

WHEREAS, pursuant to the provisions of Section 63B-32-101(8) of the Utah Code (the “*Authorization*”), the Board is authorized to issue revenue bonds on the credit, revenues and reserves of the University, other than appropriations by the Utah Legislature, to provide up to \$12,000,000 to finance the cost of purchasing The Cottages at Shakespeare Lane apartment complex and adjoining home (the “*Project*”) together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements;

WHEREAS, the Project will include the acquisition and improvement of The Cottages at Shakespeare Lane apartment complex and adjoining home and related facilities;

WHEREAS, the Board considers it desirable and necessary for the benefit of the residents of the State of Utah (the “*State*”) to issue its “Utah Board of Higher Education, Southern Utah University Auxiliary System and Student Building Fee Revenue Bonds” (the “*Bonds*”), for the purpose of financing, together with any available funds of the University to be used for such purpose, the cost of the Project, satisfying any debt service reserve requirements, providing capitalized interest on the Bonds and paying costs of issuance of the Bonds;

WHEREAS, the Bonds will be issued in an aggregate principal amount of not to exceed \$12,000,000 and will be issued pursuant to the General Indenture of Trust dated as of March 15, 1993, as heretofore supplemented and amended (the "*General Indenture*"), and as further supplemented and amended by a Supplemental Indenture of Trust (the "*Supplemental Indenture*" and, together with the General Indenture, the "*Indenture*"), each by and between the Board, acting for and on behalf of the University, and Wells Fargo Bank, National Association, or any successor thereto, as trustee (the "*Trustee*");

WHEREAS, the Bonds shall be payable solely from the revenues and other moneys pledged therefor under the Indenture and shall not constitute nor give rise to a general obligation or liability of the State, the Board or the University or constitute a charge against the general credit of the State, the Board or the University;

WHEREAS, there have been presented to the Board at this meeting a form of a Preliminary Official Statement relating to the Bonds (the "*Preliminary Official Statement*") and a form of the Supplemental Indenture;

WHEREAS, expenditures relating to the Projects (the "*Expenditures*") (a) have been paid from the University's general fund (the "*Fund*") within 60 days prior to the passage of this resolution (the "*Resolution*") or (b) will be paid from the Fund on or after the passage of this Resolution and prior to the issuance of the Bonds; and

WHEREAS, pursuant to Section 53B-21-102(3)(m) of the Act and subject to the Authorization being effective, the Board desires to grant to the Chair, the Vice Chair of the Board and the Chair of the Budget and Finance Subcommittee of the Board (each a "*Designated Board Officer*") the authority to approve the final principal amounts, discounts, maturities, interest rates, redemption provisions, purchase prices and other terms of the Bonds (including the amount, if any, of the debt service reserve requirement for the Bonds) and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth in this Resolution, and the authority to approve and execute all documents relating to the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE UTAH BOARD OF HIGHER EDUCATION, AS FOLLOWS:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the Board or the University directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 3. The Supplemental Indenture, in substantially the form presented to the Board at this meeting, is in all respects authorized, approved and confirmed. Each Designated Board Officer and the Secretary of the Board and the University's President, the Vice President for

Finance and Administration or Assistant Vice President for Finance (each a “*Designated University Officer*” and collectively with the Designated Board Officers, the “*Designated Officers*”) are hereby authorized to execute and deliver the Supplemental Indenture, in the form and with substantially the same content as presented at this meeting, for and on behalf of the Board and the University with such alterations, changes or additions as may be authorized pursuant to the terms of this Resolution.

Section 4. For the purpose of providing funds to be used for the purpose of (a) financing all or a portion of the cost of the Project, (b) satisfying the debt service reserve requirement, if any, (c) providing capitalized interest on the Bonds, and (d) paying costs of issuance of the Bonds, including the cost of any bond insurance policy, surety bond or other credit enhancement for the Bonds, the Board hereby authorizes the issuance of the Bonds in the aggregate principal amount of not to exceed \$12,000,000. The Bonds shall bear interest at the rates, shall mature in the principal amounts and on the dates, and shall be subject to redemption, as shall be approved by a Designated Board Officer as provided below, all within the parameters set forth in *Schedule A* attached hereto and incorporated herein by reference.

Section 5. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Indenture. Any Designated Board Officer and the Secretary of the Board and any Designated University Officer are hereby authorized to execute and seal the Bonds and to deliver the Bonds to the Trustee for authentication. All terms and provisions of the Indenture and the Bonds are hereby incorporated in this Resolution. The appropriate officials of the Board and the University are hereby authorized to execute and deliver to the Trustee the written order of the Board for authentication and delivery of the Bonds in accordance with the provisions of the Indenture.

Section 6. The Board hereby authorizes, approves and directs the use and distribution of the Preliminary Official Statement in such form as shall be approved by the Chair or Vice Chair of the Board or the President or Vice President for Finance and Administration of the University. Each such Designated Officer is authorized to execute such certificates as shall be necessary to “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Any such Designated Officer is hereby authorized to execute and deliver on behalf of the Board and the University a final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement, with such alterations, changes or additions as may be necessary to conform to the terms of the Bonds and finalize the Official Statement. The use and distribution of the Official Statement are hereby authorized.

Section 7. The Bonds shall be sold to the initial purchaser (the “*Underwriter*”) pursuant to a public sale at a discount of not to exceed 2.0% of the face amount of the Bonds plus accrued interest, if any. Pursuant to Section 53B-21-102(3)(m) of the Act, a Designated Board Officer (with concurrence of a Designated University Officer) is hereby authorized to specify and agree as to the final principal amounts, discounts, maturities, interest rates, redemption provisions, purchase prices and other terms of the Bonds (including the amount, if any, of the debt service reserve requirement for the Bonds) for and on behalf of the Board and the University by the

execution of the Indenture, or other instrument or instruments as may be necessary to confirm the award of the Bonds to the Underwriter, and any changes to the Supplemental Indenture from those terms which were before the Board at the time of adoption of this Resolution, provided such terms are within the parameters set by this Resolution.

Section 8. The appropriate officers of the Board and the University, including without limitation the Designated Board Officers, Commissioner of Higher Education, the Chief Financial Officer and Secretary of the Board and the Designated University Officers are hereby authorized to take all action necessary or reasonably required by the Indenture to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with the Act.

Section 9. The appropriate officials of the Board and the University, including without limitation the Designated Officers, are authorized to make any alterations, changes or additions to the Supplemental Indenture, the Bonds, the Preliminary Official Statement, or any other document herein authorized and approved as authorized by this Resolution, including such alterations, changes or additions which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of laws of the State or the United States.

Section 10. The appropriate officials of the Board and the University, including without limitation the Designated Board Officers, Commissioner of Higher Education, the Chief Financial Officer and Secretary of the Board and the Designated University Officers, are hereby authorized and directed to (a) accept a commitment for, and agree to the terms of, a bond insurance policy, surety bond, or other credit enhancement that such officer or officers determine to be in the best interests of the Board and the University, and (b) execute and deliver for and on behalf of the Board and the University any or all additional certificates, documents, instruments and other papers and perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein, including (without limitation) such (i) continuing disclosure undertakings or agreements as shall be necessary under Rule 15c2-12 of the Securities and Exchange Commission, (ii) certificates and agreements as shall be necessary to establish and maintain the tax status of the Bonds under the provisions of the Internal Revenue Code of 1986, as amended, and (iii) letter of representations with The Depository Trust Company (“DTC”), if any, shall be necessary to qualify the Bonds for DTC; book-entry system.

Section 11. Upon their issuance, the Bonds will constitute special limited obligations of the Board payable solely from and to the extent of the sources set forth in the Indenture. No provision of this Resolution, the Bonds, the Indenture or any other instrument, shall be construed as creating a general obligation of the Board or the University, or of creating a general obligation of the State or any political subdivision thereof, nor as incurring or creating a charge upon the general credit of the Board, the University, the State or any political subdivision thereof.

Section 12. Reimbursement Intent. To the extent the requirements have not previously been satisfied, in satisfaction of certain requirements under the Internal Revenue Code of 1986, as amended, the Board reasonably expects to reimburse the Expenditures with proceeds of the Bonds to be issued in the maximum principal amount of not more than \$12,000,000.

Section 13. All proceedings, resolutions and actions of the Board and the University and their officers and employees taken in connection with the Bonds are hereby ratified, confirmed and approved.

Section 14. After any of the Bonds are delivered by the Trustee to the Underwriter and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been fully discharged in accordance with the terms and provisions of the Indenture.

Section 15. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 16. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 17. This Resolution shall become effective immediately upon its adoption.

(Signature page follows.)

PASSED AND APPROVED by the Utah Board of Higher Education this 20th day of May, 2022.

UTAH BOARD OF HIGHER EDUCATION

Chair

[SEAL]

ATTEST:

Secretary

After the conduct of other business not pertinent to the above, the meeting was, on motion duly made and seconded, adjourned.

Chair

[SEAL]

ATTEST:

Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Utah Board of Higher Education.

I further certify that the above and foregoing constitutes a true and correct copy of an excerpt of the minutes of a meeting of said Board held on May 20, 2022 and of a resolution adopted at said meeting, as said minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Board this 20th day of May, 2022.

Secretary

[SEAL]

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, the undersigned, the duly qualified and acting Secretary of the Utah Board of Higher Education (the “Board”), do hereby certify, according to the records of the Board in my official possession, and upon my own knowledge and belief, that:

(a) in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave public notice of the agenda, date, time and place of the May 20, 2022 public meeting held by the members of the Board by causing a Notice of Public Meeting to be posted at the principal office of the Utah Board of Higher Education at 60 South 400 West in Salt Lake City, Utah, at least 24 hours prior to the convening of such meeting, in the form attached hereto as *Exhibit A*, said Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Board until the convening of the meeting; causing a copy of said Notice of Public Meeting in the form attached hereto as *Exhibit A* to be provided, at least 24 hours prior to the convening of such meeting; causing a Notice of Public Meeting to be posted on May __, 2022, at the Utah Public Notice Website at least 24 hours before the convening of the meeting; and providing a copy of said Notice of Public Meeting in the form attached hereto as *Exhibit A* to at least one newspaper of general circulation within the geographic jurisdiction of the Board or a local media correspondent, by virtue of posting such Notice on the Utah Public Notice Website as aforesaid, in accordance with Sections 52-4-202(3) and 63F-1-701(d), Utah Code Annotated 1953, as amended;

(b) in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice of the 2020 Annual Meeting Schedule of the Board was given specifying the date, time and place of the regular meetings of the Board scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Board in the form attached as *Exhibit B* to be posted during or before January 2022, at the principal office of the Board in Salt Lake City, Utah; such Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during the regular office hours of the undersigned until the date hereof; and by causing a copy of such Notice of Annual Meeting Schedule to be provided during or before January 2022 to a newspaper of general circulation within the geographic jurisdiction of Salt Lake City, Utah; and causing a Notice of Annual Meeting Schedule to be posted during or before January 2022 at the Utah Public Notice Website; and

(c) the Board has adopted written procedures governing the holding of electronic meetings in accordance with Section 52-4-207 Utah Code Annotated 1953, as amended (a copy of which is attached hereto as *Exhibit C*). In accordance with such provisions and the aforementioned procedures, notice was given to each member of the Board and to members of the public at least 24 hours before the meeting to allow members of the Board and the public to participate electronically in the meeting, including a description of how they could be connected to the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Utah Board of Higher Education, this 20th day of May, 2022.

Secretary

[SEAL]

SCHEDULE A

PARAMETERS

PRINCIPAL AMOUNT:	Not to exceed \$12,000,000.
TERM:	Not to exceed 31 years from their date or dates.
INTEREST RATE:	Fixed rates such that no coupon rate exceeds 5.50% per annum.
REDEMPTION FEATURES:	Optional redemption at not to exceed 100% of par within ten and a half years of issuance.
SALE PRICE:	Not less than 98% of the principal amount of the Bonds.

EXHIBIT A

[ATTACH NOTICE OF PUBLIC MEETING]

EXHIBIT B

[ATTACH NOTICE OF ANNUAL MEETING SCHEDULE]

EXHIBIT C

[ATTACH ELECTRONIC MEETING POLICY]



MEMORANDUM

TAB E

May 19, 2022

Utah State University – Series 2022 Revenue Bonds

Board Policy R590, *Issuance of Revenue Bonds for Colleges and Universities*, requires the Board to review and approve the issuance and sale of revenue bonds that have been affirmatively authorized by the Utah State Legislature. Utah State University requests Board authorization to issue up to \$7,500,000 of Student Building Fee Revenue Bonds for enhancements to the Maverik Stadium located on the Logan Campus, as approved by the Board in January 2022 and authorized in the 2022 Legislative Session (H.B. 191).

The relevant parameters of the requested issue are:

- Principal amount not to exceed \$7,500,000 (including costs of issuance and capitalized interest)
- Interest rate not to exceed 5.0%
- Discount from par not to exceed 2%
- Final maturity not to exceed 16 years from the date of issue

A copy of the request letter from the University, a financing summary from the financial advisor, and the Approving Resolution are attached. Representatives from the University will attend the meeting to provide additional information and answer questions from the Board.

Commissioner's Recommendations

The Commissioner recommends approval of the proposed Authorizing Resolution to issue Student Building Fee Revenue bonds for Utah State University.

Attachments



April 28, 2022

Commissioner David R. Woolstenhulme
Utah Board of Higher Education
Board of Regents Building The Gateway
60 South 400 West
Salt Lake City, Utah 84101-1284

Dear Commissioner Woolstenhulme:

Utah State University requests that the Utah Board of Higher Education approve issuing revenue bonds of approximately \$7,000,000, together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirement to finance enhancements to the Maverik Stadium located on the Logan Campus (see the attached Preliminary Summary Sheet). This project was previously approved by the Board of Trustees, Utah Board of Higher Education, and the Legislature. Bonds will be repaid with funds received from existing student building fees. This action was approved by the Board of Trustees during the May 4, 2022 meeting.

We appreciate your support and ask that you present this item for Board approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'David T. Cowley'.

David T. Cowley
Vice President for Finance & Administrative Services

cc: Juliette Tennert, Chief Financial Officer
Malin Francis, Director of Facilities & Planning
Noelle E. Cockett, President
Dwight Davis, Associate Vice President for Finance & Administrative Services

Utah State University
Student Building Fee Revenue Bonds, Series 2022
Preliminary Summary Sheet

Proposed Issue: Student Building Fee Revenue Bonds

Total Approximate Issue Size: \$7,450,000

Use of Funds: To generate \$7 million to finance stadium facilities renovation/enhancements, fund 1.5 years of capitalized interest, and a debt service reserve fund, if needed; and pay associated costs of issuance.

Detail of Proposed Series 2022 Bonds:

Principal Amount: Not to exceed \$7,500,000

Interest Rate: Not to exceed 5.0%

Maturity Date: Not to exceed 16 years

Aggregate Discount: Not to exceed 2%

Bond Rating: Bonds will not be rated

Source of Repayment: Student Building Fee Revenues

Timetable Considerations: This project request for \$7 million was approved in the 2022 legislative session. The University will issue bonds through the Board of Higher Education in June, 2022, following approval at the May meetings. The University anticipates selling bonds by private placement after a request for bids process, and the purchaser will be whichever provides the lowest borrowing cost and best terms. The anticipated closing date is late June, 2022.

APPROVING RESOLUTION
UTAH STATE UNIVERSITY
MAVERIK STADIUM IMPROVEMENTS

May 20, 2022

Ephraim, Utah

The Utah Board of Higher Education (the “Board”) met in regular public session at Snow College, in Ephraim, Utah on May 20, 2022, commencing at 9:00 a.m. The following members were present:

Harris H. Simmons	Chair
Nina Barnes	Vice Chair
Aaron V. Osmond	Vice Chair
Jesselie B. Anderson	Member
Mike Angus	Member
Jera L. Bailey	Member
Stacey K. Bettridge	Member
Lisa Michele Church	Member
Wilford W. Clyde	Member
Sanchaita Datta	Member
Alan E. Hall	Member
Patricia Jones	Member
Crystal Maggelet	Member
Tanner Marcum	Member
Arthur E. Newell	Member
Shawn Newell	Member
Valirie Serawop	Member
Scott L. Theurer	Member

Absent:

Also Present:

David R. Woolstenhulme	Commissioner of Higher Education
Geoffrey Landward	Secretary

After the meeting had been duly convened and called to order by the Chair, the roll had been called with the above result, the agenda noted that one of the purposes of the meeting was the consideration of various matters with respect to the issuance and sale of the Utah Board of Higher Education, Utah State University Student Building Fee Revenue Bonds.

The following resolution was introduced in written form and after full discussion, pursuant to motion made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION

A RESOLUTION OF THE UTAH BOARD OF HIGHER EDUCATION AUTHORIZING THE ISSUANCE AND SALE OF ITS UTAH STATE UNIVERSITY STUDENT BUILDING FEE REVENUE BONDS, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,500,000; AUTHORIZING THE EXECUTION OF SUPPLEMENTAL INDENTURES, BOND PURCHASE AGREEMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Utah Board of Higher Education (the “Board”) is established and exists under and pursuant to Section 53B-1-103, Utah Code Annotated 1953, as amended (the “Utah Code”); and

WHEREAS, pursuant to the provisions of Title 53B, Chapter 1, Utah Code, the Board is authorized to act as the governing authority of the Utah State University (the “University”) for the purpose of exercising the powers contained in Title 53B, Chapter 21 and the specific authorization of Section 63B-32-101(3), Utah Code (collectively, the “Act”); and

WHEREAS, pursuant to a General Indenture of Trust dated as of August 1, 1995, as heretofore amended and supplemented (the “General Indenture”), between the Board and U.S. Bank, National Association, as trustee (the “Trustee”), the Board, acting for and on behalf of the University has issued various series of its Student Building Fee Revenue Bonds (the “Outstanding Bonds”); and

WHEREAS, the General Indenture authorizes the issuance of additional bonds to be issued on a parity with the Outstanding Bonds; and

WHEREAS, in accordance with the provisions of the Act, the Board is authorized to issue revenue bonds for and on behalf of the University for the purpose of constructing improvements to Maverik Stadium (the “Project”) in an aggregate principal amount of not to exceed \$7,500,000 for acquisition and construction proceeds, together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements; and

WHEREAS, the Board intends to issue revenue bonds for and on behalf of the University for the purpose of financing the Project and to pay costs of issuance and fund reserves, all pursuant to the General Indenture, as further supplemented and amended by one or more Supplemental Indentures of Trust (each a “Supplemental Indenture” and together with the General Indenture, the “Indenture”) between the Board and the Trustee, which bonds will be designated as the “Utah Board of Higher Education, Utah State University Student Building Fee Revenue Bonds” (with such additional or other title and/or

series designation(s) as may be determined by the officers of the Board) in one or more series and to be issued from time to time (the “Bonds”); and

WHEREAS, the Bonds shall be payable solely from the University’s revenues and other moneys pledged therefor in the Indenture and shall not constitute nor give rise to a general obligation or liability of the Board, the University or the State of Utah or constitute a charge against their general credit; and

WHEREAS, there has been presented to the Board at this meeting a form of a Supplemental Indenture (the “Supplemental Indenture”) and a form of a Bond Purchase Agreement (the “Bond Purchase Agreement”), to be entered into among the Board, the University and the purchasers for the Bonds (the “Purchaser”); and

WHEREAS, the Board desires to grant to the Chair and/or Vice Chair of the Board and/or the Chair of the Finance and Facilities Committee of the Board, the authority to approve the method of sale, interest rates, principal amount, terms, maturities, redemption features, and purchase prices at which the Bonds shall be sold and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution; provided such terms do not exceed the parameters set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE UTAH BOARD OF HIGHER EDUCATION, AS FOLLOWS:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Board and the University and the officers of the Board or the University directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 3. The Supplemental Indenture in substantially the form presented to this meeting is in all respects authorized, approved and confirmed. The Chair, Vice Chair and/or Chair of the Finance and Facilities Committee and Secretary of the Board and the President and/or Vice President for Business and Finance of the University are hereby authorized to execute and deliver one or more Supplemental Indentures in substantially the same form and with substantially the same content as the form of such document presented to this meeting for and on behalf of the Board and the University with such alterations, changes or additions as may be authorized hereby.

Section 4. For the purpose of providing funds to be used for (i) financing the Project, (ii) funding a reserve fund and (iii) paying costs of issuance of the Bonds, the Board hereby authorizes the issuance of the Bonds, from time to time and in one or more series, in the aggregate principal amount of not to exceed \$7,500,000. The Bonds shall mature on such date or dates, be subject to redemption, and bear interest at the rates as shall be approved by the Chair or Vice Chair of the Board or the Chair of the Finance and Facilities Committee, all within the parameters set forth on Exhibit A attached hereto and incorporated herein by reference. The issuance of the Bonds shall be subject to the final

advice of Bond Counsel and to the approval of the office of the Attorney General of the State of Utah.

Section 5. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, interest rates, redemption and number shall be as set forth in the Indenture. The Chair, Vice Chair and/or Chair of the Finance and Facilities Committee and the Secretary of the Board and the President and/or Vice President for Business and Finance of the University are hereby authorized to execute and seal by manual or facsimile signature the Bonds and to deliver the Bonds to the Trustee for authentication. All terms and provisions of the Indenture and the Bonds are hereby incorporated in this Resolution. The appropriate officials of the Board and the University are hereby authorized to execute and deliver to the Trustee the written order of the Board for authentication and delivery of the Bonds in accordance with the provisions of the Indenture.

Section 6. The Bond Purchase Agreement in substantially the form presented to this meeting is hereby authorized, approved and confirmed. The Chair or Vice Chair of the Board and/or the Chair of the Finance and Facilities Committee and the President and/or Vice President for Business and Finance of the University are hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the same form and with substantially the same content as the form of the Bond Purchase Agreement presented at this meeting for and on behalf of the Board with final terms as may be established for the Bonds within the parameters set forth herein and with such alterations, changes or additions as may be necessary or as may be authorized hereby. The Chair or Vice-Chair of the Board and/or the Chair of the Finance and Facilities Committee and the President and/or Vice President for Business and Finance of the University are hereby authorized to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features and purchase price with respect to the Bonds for and on behalf of the Board and the University and any changes thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms are within the parameters set by this Resolution, with such approval to be conclusively established by the execution of the Bond Purchase Agreement, as applicable, and Supplemental Indenture. The Bond Purchase Agreement and Supplemental Indenture may be modified to conform to the agreement with the Purchaser, including agreement to pay breakage fees, default rates, taxable rates and other similar provisions customary in such placements, provided that such obligations are limited to the sources provided under the Indenture.

The Board intends that the Bonds authorized hereby be issued within 18 months of the date of this Resolution, unless such period is extended by the Board.

Section 7. The appropriate officials of the Board and the University, including without limitation the Chair or Vice Chair of the Board and/or the Chair of the Finance and Facilities Committee and the President and/or Vice President for Business and Finance of the University are authorized to make any alterations, changes or additions to the Indenture, the Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, to conform the same to other provisions of said

instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States or to permit the private placement or public sale of the Bonds, to conform such documents to the terms established for the Bonds and to update such documents with current information and practices.

Section 8. The appropriate officials of the Board and the University, including without limitation the Chair, Vice Chair, Chair of the Finance and Facilities Committee, Commissioner of Higher Education and Secretary of the Board and the President and/or Vice President for Business and Finance of the University, are hereby authorized and directed to (i) execute and deliver for and on behalf of the Board and the University any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein and (ii) to take all action necessary or reasonably required by the Indenture, or the Bond Purchase Agreement to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with the Act.

Section 9. Upon their issuance, the Bonds will constitute special limited obligations of the Board payable solely from and to the extent of the sources set forth in the Indenture. No provision of this Resolution, the Bonds, the Bond Purchase Agreement, the Indenture or any other instrument executed in connection with the issuance of the Bonds, shall be construed as creating a general obligation of the Board or the University, or of creating a general obligation of the State of Utah or any political subdivision thereof, nor as incurring or creating a charge upon the general credit of the Board, the University, the State of Utah or any political subdivision thereof.

Section 10. After any of the Bonds are delivered by the Trustee to or for the account of the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been fully discharged in accordance with the terms and provisions of the Indenture.

Section 11. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 12. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 13. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE UTAH BOARD OF HIGHER
EDUCATION THIS MAY 20, 2022.

UTAH BOARD OF HIGHER EDUCATION

Chair

ATTEST:

Secretary

After the conduct of other business not pertinent to the above, the meeting was, on motion duly made and seconded, adjourned.

Chair

ATTEST:

Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Geoffrey Landward, do hereby certify that I am the duly qualified and acting Secretary of the Utah Board of Higher Education.

I further certify that the above and foregoing constitutes a true and correct copy of an excerpt of the minutes of a meeting of said Board held on May 20, 2022 and of a resolution adopted at said meeting, as said minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Board this May 20, 2022.

Secretary

(SEAL)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Geoffrey Landward, the undersigned, the duly qualified and acting Secretary of the Utah Board of Higher Education, do hereby certify, according to the records of said Utah Board of Higher Education in my official possession, and upon my own knowledge and belief, that:

(a) in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice was given of the agenda, date, time and place of the May 20, 2022 public meeting held by the Members of the Utah Board of Higher Education by causing a Notice of Public Meeting, in the form attached hereto as Schedule 1 to be: (i) posted at the principal office of the Utah Board of Higher Education at 60 South 400 West, Salt Lake City, Utah, at least 24 hours prior to the convening of such meeting, said Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Utah Board of Higher Education until the convening of the meeting; (ii) published on the Utah Public Notice Website (<http://pmn.utah.gov>), at least 24 hours prior to the convening of such meeting; and (iii) provided at least 24 hours prior to the convening of such meeting, to the Deseret News and The Salt Lake Tribune, newspapers of general circulation within the geographic jurisdiction of the Utah Board of Higher Education, pursuant to their subscription to the Utah Public Notice Website (<http://pmn.utah.gov>), and to each local media correspondent, newspaper, radio station or television station which has requested notification of meetings of the Utah Board of Higher Education;

(b) in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice of the 2021-2022 Annual Meeting Schedule of the Utah Board of Higher Education was given, specifying the date, time and place of the regular meetings of the Utah Board of Higher Education scheduled to be held during said years, by causing a Notice of Annual Meeting Schedule for the Utah Board of Higher Education, in the form attached hereto as Schedule 2, to be (i) posted at the principal office of the Utah Board of Higher Education at 60 South 400 West, Salt Lake City, Utah in April 2021; (ii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year, and (iii) provided to a newspaper of general circulation within the geographic jurisdiction of the Utah Board of Higher Education pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>); and

(c) the Utah Board of Higher Education has adopted written procedures governing the holding of electronic meetings in accordance with Section 52-4-207 Utah Code Annotated 1953, as amended (a copy of which is attached hereto as Schedule 3). In accordance with said Section and the aforementioned procedures, notice was given to each member of the Utah Board of Higher Education and to members of the public at least 24 hours before the meeting to allow members of the Utah Board of Higher Education and the public to participate in the meeting,

including a description of how they could be connected to the meeting. The Utah Board of Higher Education held the meeting (the anchor location) in the building indicated in the Notice of Public Meeting and provided space and facilities at the anchor location so that interested persons and the public could attend and participate.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Utah Board of Higher Education, this May 20, 2022.

(SEAL)

Secretary

SCHEDULE 1

NOTICE OF PUBLIC MEETING

(See Transcript Document No. ____)

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

(See Transcript Document No. ____)

SCHEDULE 3

ELECTRONIC MEETING POLICY

EXHIBIT A

PARAMETERS OF THE BONDS

Principal amount not to exceed	\$7,500,000
Interest rate not to exceed	5.0%
Discount from par not to exceed	2.0%
Final maturity not to exceed	Sixteen (16) years from the date thereof
May be non-callable or callable at the option of University as determined at the time of sale	



MEMORANDUM

Amended
TAB F

May 19, 2022

University of Utah – Series 2022B Revenue Bonds

Board Policy R590, *Issuance of Revenue Bonds for Colleges and Universities*, requires the Board to review and approve the issuance and sale of revenue bonds. The University of Utah requests Board authorization to issue up to \$575,000,000 of General Revenue bonds for the purposes described in the following sections.

Request to Issue up to \$545,600,000 Authorized by State Legislature

The University of Utah requests Board authorization to issue General Revenue Bonds for the following purposes that have been authorized by the state legislature:

- \$47,600,000 for the construction of the Kahlert Village 4th Wing project as approved by the Board in November 2021 and authorized by the 2022 Legislative Session (H.B. 191); housing rental fees and other auxiliary revenues will be the primary source of repayment for the bonds.
- \$33,000,000 for the construction of the Impact and Prosperity Epicenter Building as approved by the Board in November 2021 and authorized by the 2022 Legislative Session (S.B. 191); this is an addition to the original \$85,700,000 that was approved in the 2021 Legislative Session; housing rental fees and other auxiliary revenues will be the primary source of repayment for the bonds.
- \$400,000,000 for the construction of the West Valley Health and Community Center as approved by the Board in November 2021 and authorized by the 2022 Legislative Session (H.B. 191); clinical and other auxiliary revenues will be the primary source of repayment for the bonds.
- \$65,000,000 for the construction of the Huntsman Mental Health Institute Translational Research building was authorized by the 2022 Legislative Session (H.B. 191); clinical and other auxiliary revenues will be the primary source of repayment for the bonds.

The relevant parameters of the requested issue are:

- Principal amount not to exceed \$575,000,000 (including costs of issuance and capitalized interest)
- Interest rate not to exceed 5.5%
- Discount from par not to exceed 2%
- Final maturity not to exceed 30 years from the date of issue

A copy of the request letter from the University, the Approving Resolution, and a financing summary from the financial advisor are attached. Representatives from the University will attend the meeting to provide additional information and answer questions from the Board.

Commissioner's Recommendations

The Commissioner recommends approval of the proposed Authorizing Resolution to issue General Revenue bonds for the University of Utah.

Attachments

May 18, 2022

Mr. David R. Woolstenhulme
Commissioner, Utah System of Higher Education
Board of Regents Building
The Gateway
60 South 400 West
Salt Lake City, UT 84101-1284

Dear Commissioner Woolstenhulme:

The purpose of this letter is to inform you of the University of Utah's plans to submit a bonding authority resolution (the "Resolution") to the Utah Board of Higher Education (the "Board"), to be considered during its May 2022 meeting, for the issuance of a General Revenue Bond or Bonds on behalf of the University of Utah (the "University") for the purpose of financing a portion of the costs to construct (a) the Business Impact-Epicenter project (the "Impact-Epicenter Project"), (b) the Kahlert Village Student Housing 4th Wing project (the "KV 4th Wing Project"), (c) the West Valley Health and Community Center project (the "WVC Health Project") and (d) the Huntsman Mental Health Institute Translational Research project (the "HMHI Project") and together with the Impact-Epicenter Project, the KV 4th Wing Project and the WVC Health Project the "Bonded Projects", with other amounts necessary to pay costs of issuance, pay capitalized interest, if necessary, and fund any debt service reserve requirements. The University expects to price General Revenue Bonds for the Bonded Projects in early June 2022.

Details are as follows:

Authorization to Bond up to an additional \$33,000,000 for the Construction of the Impact-Epicenter Project.

The Impact-Epicenter Project will be a multi-use facility and include housing and two University centers—the existing Sorenson Impact Center and a new "Business, Health and Prosperity Center." The proposed facility will include 775 on-campus beds, primarily single occupancy, in a living-learning model that has been previously implemented at another facility on campus (the Lassonde Studios). The Impact-Epicenter Project will provide opportunities for collaboration between student living and the two centers, which are further able to leverage each other's capabilities, resources, and partnerships. The total cost of the project is approximately \$118.7 million.

The University initially received bonding authorization for this project during the 2021 Legislative Session of up to \$85.7 million, which was issued as part of the University's Series 2022A General Revenue Bond in January 2022. To provide final funding for the construction of the Impact-Epicenter Project, the Legislature approved an additional \$33.0 million in bonding authorization in its 2022 session, together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements. The University of Utah Board of Trustees (the "Board of Trustees") approved this additional \$33.0 million of bonding authorization on April 12, 2022.

Authorization to Bond up to \$47,600,000 for the Construction of the KV 4th Wing Project. The University completed the construction of the first phase of Kahlert Village and began operations in fall 2020. The KV 4th Wing Project will provide an additional wing of approximately 110,000 square feet to the existing Kahlert Village and will add approximately 430 beds. This construction will increase the total bed count to 1,422 in Kahlert Village. The total cost of the project is approximately \$47.6 million.

The University received bonding authorization for this project during the 2022 Legislative Session of up to \$47.6 million, together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements. The Board of Trustees approved this bonding authorization on April 12, 2022.

Authorization to Bond up to \$400,000,000 for the Construction of the WVC Health Project. The WVC Health Project will include 606,400 square feet of new inpatient, ambulatory care and community-use facilities. It will be anchored by health care services that directly address many of the area's outsized and underserved health care needs, including cardiovascular medicine, women's health with labor and delivery, musculoskeletal care, and emergency medicine. The facility will also focus on complete programs such as complete ancillary services, procedural and surgical care, inpatient units, and unscheduled care options that will allow patients to remain in their home communities and minimize travel. These services and programs will sit upon the same population health foundation that the University's hospital has extended to many communities in the State: robust ambulatory care, wellness and mental health services, integrated research and education, and home health and digital health capabilities. Lastly, the WVC Health Project will incorporate features tailored to needs expressed by the West Valley community, including transportation services, community health advocates, education and employment pathways, and on-site community partnerships.

The University received bonding authorization for this project during the 2022 Legislative Session of up to \$400.0 million, together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements. The Board of Trustees approved this bonding authorization on April 29, 2022.

Authorization to Bond up to \$65,000,000 for the Construction of the HMHI Project. The HMHI Project is a 185,000-square-foot building that will include both "wet lab" laboratory space as well as other lab facilities. It will also house a unique seven-Tesla magnetic resonance imaging system, with a field strength two to three times greater than a standard hospital MRI. The HMHI Project will be located near its existing building in Research Park. The total cost of the project will be approximately \$155.0 million.

The State Legislature appropriated \$90.0 million in 2021 for the HMHI Project using funds allocated to the State from the American Rescue Plan Act ("ARPA Funds") and the construction of the building was approved at that time. The additional \$65.0 million of funds for the construction of the HMHI Project is expected to come from private donors. The University will issue bonds to finance the timing of those donations.

The University received bonding authorization for this project during the 2022 Legislative Session of up to \$65.0 million, together with other amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements. The Board of Trustees approved this bonding authorization on April 12, 2022.

The University has also received previous Board authorization for refundings of outstanding debt. The University is analyzing such opportunities and may include such refundings in an upcoming bonding should favorable conditions appear. At this time, it is not expected that such refundings will be included in this upcoming transaction.

Please feel free to call me should you or others have questions about the details of this funding request.

Sincerely,



Cathy Anderson
Chief Financial Officer

cc: Taylor Randall, President
Michael Good, Senior Vice President
Martell Teasley, Senior Vice President
Robert Muir, Executive Director
Juliette Tennert, Utah System of Higher Education
Brad Patterson, Gilmore & Bell

Brad Patterson, Gilmore & Bell
Kelly Murdock, Stifel, Nicolaus & Co.

APPROVING RESOLUTION
UNIVERSITY OF UTAH
-KAHLERT VILLAGE PHASE 4
-IMPACT-EPICENTER ADDITIONAL FUNDING
-WEST VALLEY HEALTH CENTER
-MENTAL HEALTH FACILITY (HMHI)

May 20, 2022

Salt Lake City, Utah

The Utah Board of Higher Education (the “Board”) met in regular public session at the Board’s offices in Salt Lake City, Utah on May 20, 2022, commencing at 9:00 a.m. The following members were present:

Harris H. Simmons	Chair
Nina Barnes	Vice Chair
Aaron V. Osmond	Vice Chair
Jessellie B. Anderson	Member
Mike Angus	Member
Jera L. Bailey	Member
Stacey K. Bettridge	Member
Lisa Michele Church	Member
Wilford W. Clyde	Member
Sanchaita Datta	Member
Alan E. Hall	Member
Patricia Jones	Member
Crystal Maggelet	Member
Tanner Marcum	Member
Arthur E. Newell	Member
Shawn Newell	Member
Valirie Serawop	Member
Scott L. Theurer	Member

Absent:

Also Present:

David R. Woolstenhulme	Commissioner of Higher Education
Geoffrey Landward	Secretary

After the meeting had been duly convened and called to order by the Chair, the roll had been called with the above result, the agenda noted that one of the purposes of the meeting was the consideration of various matters with respect to the issuance and sale of the Utah Board of Higher Education, University of Utah General Revenue Bonds.

The following resolution was introduced in written form and after full discussion, pursuant to motion made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION

A RESOLUTION OF THE UTAH BOARD OF HIGHER EDUCATION AUTHORIZING THE ISSUANCE AND SALE OF ITS UNIVERSITY OF UTAH GENERAL REVENUE BONDS, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$575,000,000 AUTHORIZING THE EXECUTION OF SUPPLEMENTAL INDENTURES, BOND PURCHASE AGREEMENTS, OFFICIAL STATEMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Utah Board of Higher Education (the “Board”) is established and exists under and pursuant to Section 53B-1-103, Utah Code Annotated 1953, as amended (the “Utah Code”); and

WHEREAS, pursuant to the provisions of Title 53B, Chapter 1, Utah Code, the Board is authorized to act as the governing authority of the University of Utah (the “University”) for the purpose of exercising the powers contained in Title 53B, Chapter 21 and the specific authorizations of 63B-31-201(2) and 63B-32-101(1) of the Utah Code (collectively, the “Act”); and

WHEREAS, pursuant to a General Indenture of Trust dated as of July 1, 2013, between the Board (formerly known as the State Board of Regents of the State of Utah) and Computershare Trust Company, N.A., as trustee (the “Trustee”), as heretofore amended and supplemented (the “General Indenture”), the Board has issued, for and on behalf of the University, various series of revenue bonds; and

WHEREAS, pursuant to Section 63B-31-201(2) of the Utah Code, the Board has previously authorized the issuance of \$85,700,000 of the \$118,700,000 of bonds for the purpose of constructing the Impact and Prosperity Epicenter Building (the “Impact-Epicenter Project”), for acquisition and construction proceeds, together with other amounts necessary to pay costs of issuance, pay capitalized interest and fund any debt service reserve requirements; and

WHEREAS, the Board now desires to authorize the issuance of bonds in the additional amount of \$33,000,000 for such Impact-Epicenter Project; and

WHEREAS, pursuant to Section 63B-32-101(2) of the Utah Code, the Board, for and on behalf of the University, is authorized to issue bonds for the purpose of constructing the West Valley Health and Community Center (the “West Valley Health Project”) in an amount not to exceed \$400,000,000 for acquisition and construction proceeds, together with other amounts necessary to pay costs of issuance, pay capitalized interest and fund any debt service reserve requirements; and

WHEREAS, pursuant to Section 63B-32-101(7) of the Utah Code, the Board, for and on behalf of the University, is authorized to issue bonds for the purpose of constructing a Mental Health Facility (the “HMHI Project”) in an amount not to exceed \$65,000,000 for acquisition and construction proceeds, together with other amounts necessary to pay costs of issuance, pay capitalized interest and fund any debt service reserve requirements; and

WHEREAS, pursuant to Section 63B-32-101(1) of the Utah Code, the Board, for and on behalf of the University, is authorized to issue bonds for the purpose of constructing the fourth wing of Kahlert Village (the “Kahlert Village Project” and collectively with the Impact-Epicenter Project, the West Valley Health Project and the HMHI Project, the “Series 2022B Projects”) in an amount not to exceed \$47,600,000 for acquisition and construction proceeds, together with other amounts necessary to pay costs of issuance, pay capitalized interest and fund any debt service reserve requirements; and

WHEREAS, to accomplish the purposes set forth in the preceding recitals, the Board desires to authorize and approve the issuance and sale of its University of Utah General Revenue Bonds (with such additional or other title and/or series designation(s) as may be determined by the officers of the Board) in one or more series and to be issued from time to time (the “Bonds”) in an aggregate principal amount of not to exceed \$575,000,000 pursuant to the General Indenture and one or more Supplemental Indentures of Trust between the Board and the Trustee (each a “Supplemental Indenture” and collectively with the General Indenture, the “Indenture”); and

WHEREAS, the Bonds shall be payable solely from the University’s revenues and other moneys pledged therefor in the Indenture and shall not constitute nor give rise to a general obligation or liability of the Board, the University or the State of Utah or constitute a charge against their general credit; and

WHEREAS, there has been presented to the Board at this meeting a form of a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into among the Board, the University and the underwriters or purchasers for the Bonds (the “Purchaser”), a form of a Preliminary Official Statement relating to the Bonds, in the event the Bonds are publicly sold (the “Preliminary Official Statement”), and a form of Supplemental Indenture; and

WHEREAS, the Board desires to grant to the Chair and/or Vice Chair of the Board and/or the Chair of the Finance and Facilities Committee of the Board, the authority to approve the interest rates, principal amount, terms, discounts, maturities, redemption features, and purchase prices at which the Bonds shall be sold and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution; provided such terms do not exceed the parameters set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE UTAH BOARD OF HIGHER EDUCATION, AS FOLLOWS:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Board and the University and the officers of the Board or the University directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 3. The Board hereby authorizes, approves and directs the use and distribution of the Preliminary Official Statements substantially in the form of the Preliminary Official Statement presented to the Board at this meeting in connection with the offering and sale of the Bonds, in the event the Bonds are publicly sold. The Chair, Vice Chair and/or Chair of the Finance and Facilities Committee of the Board and the President and/or Chief Financial Officer of the University are hereby authorized to execute and deliver on behalf of the Board and the University final Official Statements in substantially the same form and with substantially the same content as the form of the Preliminary Official Statement presented to this meeting with any such alterations, changes or additions as may be necessary to finalize each Official Statement. The preparation, use and distribution of the Official Statements are also hereby authorized. The Board and the University may elect to privately place the Bonds with or without the use of an Official Statement.

Section 4. Supplemental Indentures in substantially the form presented to this meeting are in all respects authorized, approved and confirmed. The Chair, Vice Chair and/or Chair of the Finance and Facilities Committee and Secretary of the Board and the President and/or Chief Financial Officer of the University are hereby authorized to execute and deliver the Supplemental Indentures in substantially the same form and with substantially the same content as the form of such document presented to this meeting for and on behalf of the Board and the University with such alterations, changes or additions as may be authorized by Section 8 hereof.

Section 5. For the purpose of providing funds to be used for (i) financing the cost of the Series 2022B Projects (including capitalized interest) and (ii) paying costs of issuance of the Bonds, the Board hereby authorizes the issuance of the Bonds, from time to time and in one or more series, in the aggregate principal amount of not to exceed \$575,000,000. The Bonds shall mature on such date or dates, be subject to redemption, and bear interest at the rates as shall be approved by the Chair or Vice Chair of the Board or the Chair of the Finance and Facilities Committee, all within the parameters set forth on Exhibit A attached hereto and incorporated herein by reference. The issuance of the Bonds shall be subject to the final advice of Bond Counsel and to the approval of the office of the Attorney General of the State of Utah. The Bonds authorized herein may be issued in one or more series and may be combined with any other series of general revenue bonds of the University, and issued from time to time and at any time within the 18 months following the adoption of this Resolution.

Section 6. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, interest rates, redemption and number shall be as set forth in the Indenture. The Chair, Vice Chair and/or Chair of the Finance and Facilities Committee and the Secretary of the Board and the President and/or Chief Financial Officer of the University are hereby authorized to execute

and seal by manual or facsimile signature the Bonds and to deliver the Bonds to the Trustee for authentication. All terms and provisions of the Indenture and the Bonds are hereby incorporated in this Resolution. The appropriate officials of the Board and the University are hereby authorized to execute and deliver to the Trustee the written order of the Board for authentication and delivery of the Bonds in accordance with the provisions of the Indenture.

Section 7. Bond Purchase Agreements in substantially the form presented to this meeting are hereby authorized, approved and confirmed. The Chair or Vice Chair of the Board and/or the Chair of the Finance and Facilities Committee and the President and/or Chief Financial Officer of the University are hereby authorized to execute and deliver the Bond Purchase Agreements in substantially the same form and with substantially the same content as the form of the Bond Purchase Agreement presented at this meeting for and on behalf of the Board with final terms as may be established for the Bonds within the parameters set forth herein and with such alterations, changes or additions as may be necessary or as may be authorized by Section 8 hereof. The Chair or Vice-Chair of the Board and/or the Chair of the Finance and Facilities Committee and the President and/or Chief Financial Officer of the University are hereby authorized to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features and purchase prices with respect to the Bonds for and on behalf of the Board and the University and any changes thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms are within the parameters set by this Resolution, with such approval to be conclusively established by the execution of the related Bond Purchase Agreement and Supplemental Indenture. In the event that the foregoing officers determine that all or any portion of the Bonds should be privately placed, the Bond Purchase Agreements and Supplemental Indentures may be modified to conform to the agreement with such Purchasers, including agreement to pay breakage fees, default rates, taxable rates and other similar provisions customary in such placements, provided that such obligations are limited to the sources provided under the Indenture.

Section 8. The appropriate officials of the Board and the University, including without limitation the Chair or Vice Chair of the Board and/or the Chair of the Finance and Facilities Committee and the President and/or Chief Financial Officer of the University are authorized to make any alterations, changes or additions to the Indenture, the Bonds, the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, or any other document herein authorized and approved which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States or to permit the private placement or public sale of the Bonds, to conform such documents to the terms established for the Bonds and to update such documents with current information and practices.

Section 9. The appropriate officials of the Board and the University, including without limitation the Chair, Vice Chair, the Chair of the Finance and Facilities Committee, Commissioner of Higher Education and Secretary of the Board and the President and/or Chief Financial Officer of the University, are hereby authorized and directed to (i) execute

and deliver for and on behalf of the Board and the University any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein and (ii) take all action necessary or reasonably required by the Indenture, the Preliminary Official Statement, the Official Statement, or the Bond Purchase Agreement to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with the Act.

Section 10. Upon their issuance, the Bonds will constitute special limited obligations of the Board payable solely from and to the extent of the sources set forth in the Indenture. No provision of this Resolution, the Bonds, the Bond Purchase Agreement, the Official Statement, the Indenture or any other instrument executed in connection with the issuance of the Bonds, shall be construed as creating a general obligation of the Board or the University, or of creating a general obligation of the State of Utah or any political subdivision thereof, nor as incurring or creating a charge upon the general credit of the Board, the University, the State of Utah or any political subdivision thereof.

Section 11. After the Bonds are delivered by the Trustee to or for the account of the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been fully discharged in accordance with the terms and provisions of the Indenture.

Section 12. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 13. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 14. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE UTAH BOARD OF HIGHER
EDUCATION THIS MAY 20, 2022.

UTAH BOARD OF HIGHER EDUCATION

Chair

ATTEST:

Secretary

After the conduct of other business not pertinent to the above, the meeting was, on motion duly made and seconded, adjourned.

Chair

ATTEST:

Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Geoffrey Landward, do hereby certify that I am the duly qualified and acting Secretary of the Utah Board of Higher Education.

I further certify that the above and foregoing constitutes a true and correct copy of an excerpt of the minutes of a meeting of said Board held on May 20, 2022 and of a resolution adopted at said meeting, as said minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Board this May 20, 2022.

Secretary

(SEAL)

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Geoffrey Landward, the undersigned, the duly qualified and acting Secretary of the Utah Board of Higher Education, do hereby certify, according to the records of said Utah Board of Higher Education in my official possession, and upon my own knowledge and belief, that:

(a) the Utah Board of Higher Education has adopted written procedures in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice was given of the agenda, date, time and place of the May 20, 2022 public meeting held by the Members of the Utah Board of Higher Education by causing a Notice of Public Meeting, in the form attached hereto as Schedule 1 to be: (i) posted at the principal office of the Utah Board of Higher Education at 60 South 400 West, Salt Lake City, Utah, at least 24 hours prior to the convening of such meeting, said Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Utah Board of Higher Education until the convening of the meeting; (ii) published on the Utah Public Notice Website (<http://pmn.utah.gov>), at least 24 hours prior to the convening of such meeting; and (iii) provided at least 24 hours prior to the convening of such meeting, to the Deseret News and The Salt Lake Tribune, newspapers of general circulation within the geographic jurisdiction of the Utah Board of Higher Education, pursuant to their subscription to the Utah Public Notice Website (<http://pmn.utah.gov>), and to each local media correspondent, newspaper, radio station or television station which has requested notification of meetings of the Utah Board of Higher Education;

(b) in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice of the 2021-2022 Annual Meeting Schedule of the Utah Board of Higher Education was given, specifying the date, time and place of the regular meetings of the Utah Board of Higher Education scheduled to be held during said years, by causing a Notice of Annual Meeting Schedule for the Utah Board of Higher Education, in the form attached hereto as Schedule 2, to be (i) posted at the principal office of the Utah Board of Higher Education at 60 South 400 West, Salt Lake City, Utah in April 2021; (ii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year, and (iii) provided to a newspaper of general circulation within the geographic jurisdiction of the Utah Board of Higher Education pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>); and

(c) governing the holding of electronic meetings in accordance with Section 52-4-207 Utah Code Annotated 1953, as amended (a copy of which is attached hereto as Schedule 3). In accordance with said Section and the aforementioned procedures, notice was given to each member of the Utah Board of Higher Education and to members of the public at least 24 hours before the meeting to allow members of the Utah Board of Higher Education and the public to

participate in the meeting, including a description of how they could be connected to the meeting. The Utah Board of Higher Education held the meeting (the anchor location) in the building where it normally meets and provided space and facilities at the anchor location so that interested persons and the public could attend and participate.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Utah Board of Higher Education, this May 20, 2022.

(SEAL)

Secretary

SCHEDULE 1

NOTICE OF PUBLIC MEETING

(See Transcript Document No. ____)

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

(See Transcript Document No. ____)

SCHEDULE 3

ELECTRONIC MEETING POLICY

EXHIBIT A

PARAMETERS OF THE BONDS

Principal amount not to exceed	\$575,000,000
Interest rate not to exceed	5.5%
Discount from par not to exceed	2.0%
Final maturity not to exceed	Thirty Five (35) years from the date thereof
May be non-callable or callable at the option of University as determined at the time of sale	



MEMORANDUM

TAB G

May 19, 2022

Uintah Basin Technical College – Architectural Programming

Board Policy R701, *Capital Facilities*, requires the Board to approve architectural programming services for a future state-funded capital development project that has not been approved by the State Legislature. Uintah Basin Technical College (UBTech) requests Board authorization to proceed with the programming of the Health Profession Building, the College's FY 2023 capital development request.

In the fall of 2021, the UBTech Board of Trustees adopted the Capital Facilities Master Plan that was a result of a comprehensive study conducted by Method Studio. The study identified UBTech's immediate and long-term physical building infrastructure needs. Instructional space at UBTech has been fully exhausted. Students in many of the health profession programs are experiencing delayed and unavailable educational opportunities due to the College's lack of space.

In March 2022, the Uintah Basin Technical College Board of Trustees approved unanimously to proceed with the architectural programming for the Health Professions Building.

Commissioner's Recommendation

The Commissioner recommends the Board authorize Uintah Basin Technical College to proceed with programming of the Health Profession Building.

Attachments

From: [Sprouse, Keith](#)
To: [Malin Francis](#)
Subject: FW: Funding Commitment Letter
Date: Friday, May 6, 2022 10:37:26 AM

Hi Malin,

It was good to talk with you this morning. I appreciated your call! Please see the College's funding commitment letter below. Thanks.

Keith

Keith Sprouse CPA | Vice President of Administrative Services

Uintah Basin Technical College

Office: 435.722.6903

keiths@ubtech.edu



www.ubtech.edu

From: Sprouse, Keith
Sent: Wednesday, April 27, 2022 1:57 PM
To: David Williams Jr <ddwilliams@utah.gov>; Matthew Boyer <mboyer@utah.gov>
Cc: Weight, Aaron <Aaronw@ubtech.edu>
Subject: RE: Funding Commitment Letter

Thank you Dave! Thanks Matt!

From: David Williams Jr <ddwilliams@utah.gov>
Sent: Wednesday, April 27, 2022 11:48 AM
To: Matthew Boyer <mboyer@utah.gov>
Cc: Sprouse, Keith <keiths@ubtech.edu>; Weight, Aaron <Aaronw@ubtech.edu>
Subject: Re: Funding Commitment Letter

DFCM project number is 23362250.

On Wed, Apr 27, 2022 at 11:21 AM Matthew Boyer <mboyer@utah.gov> wrote:

Thanks Keith. This is perfect.

Dave - will you please set up a project number for UBTECH Health Science Building? Please see the College's funding commitment letter below.

Thanks,

Matt Boyer
Capital Development Assistant Director
DFCM
801-541-0945

On Wed, Apr 27, 2022 at 10:06 AM Sprouse, Keith <keiths@ubtech.edu> wrote:

Hello Matt,
I hope your day is off to a good start! Thank you for your efforts and assistance thus far in engaging a firm to provide architectural services in relation to UBTech's health professions proposal. President Weight and I are in agreement to commit institutional funds for a feasibility study up to \$20,000 for the project. We also commit additional institutional funding up to \$80,000 for architectural programming upon approval by the Board of Higher Education on May 20th. Please let me know if you need anything additional from us. We appreciate all of your help!
Keith

Keith Sprouse CPA | Vice President of Administrative Services

Uintah Basin Technical College
Office: 435.722.6903
keiths@ubtech.edu



www.ubtech.edu

--

David D. Williams
DFCM Finance Director
Mobile (801) 916-5443

Effective 1.27.2020 my address will change to the following:
Taylorsville State Office Bldg.
4315 S. 2700 W., 3rd Floor
Taylorsville, Utah 84129

April 28, 2022

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

Re: In accordance with policy R701, Capital Facilities, UBTech requests approval from the Board of Higher Education, to enter contract for architectural programming services, for a new Health Professions Building.

Dear Commissioner,

On behalf of Uintah Basin Technical College (UBTech), I respectfully request the Board of Higher Education approve UBTech to enter contract for architectural programming services in accordance with section R701-8 of policy R701, Capital Facilities.

As the oldest technical college in the State of Utah, UBTech has played a critical role in regional and statewide workforce development for over 50 years.

Instructional space at UBTech has been fully exhausted. Students in many of our health profession and other programs are experiencing delayed or unavailable educational opportunities due to the College's lack of space. Thus, resulting in unmet workforce needs regionally and throughout the State.

In the fall of 2021, the UBTech Board of Trustees adopted a Capital Facilities Master Plan after the completion of a comprehensive study conducted by Methods Studio. The study identified UBTech's immediate and long-term physical building infrastructure needs, to better serve current and future students. The adopted building master plan consists of three phases:

- Phase One – New Health Professions Building, Roosevelt Campus
- Phase Two – New Trades & Technology Building, Vernal Campus
- Phase Three – Buildings for Program/Enrollment Growth, Roosevelt & Vernal Campus

Being recognized as an immediate need in our service region and pursuant to USHE Policy 701. On March 16, 2022, UBTech's Board of Trustees voted unanimously to proceed with architectural programming services for the new Health Professions Building,

We look forward to the Boards approval on May 20, 2022, to begin the architectural programming process.

Best,

Aaron Weight
President

Enclosures



April 28, 2022 (v3)

Aaron K. Weight
President | CEO
Uintah Basin Technical College
1100 East Lagoon Street
Roosevelt, UT 84066

Matt Boyer
State of Utah, DFCM
Department of Administrative Services
4315 South 2700 West, Level 3
Taylorsville, UT 84129-2128

RE: UBTech Roosevelt Campus - New Health Professions+ Programming Fee Proposal

President Weight & Mr. Boyer,

Method Studio is grateful for the opportunity to submit this fee proposal for a Programming Document for Uintah Basin Technical College's new Health Professions+ building at the Roosevelt Campus.

Scope of Work:

UBTech's proposed Health Professions+ building will be located on the Roosevelt Campus. The new building will be the home for featured academic/instructional programs including **Surgical Technologist/Technician, Nursing Assistant, Practical Nursing, Medical Assistant, Pharmacy Technician, Dental Assisting, along with Culinary Arts and Meat Sciences.** Additional academic/training programs related to Health Professions, such as Emergency Medical Training and others, may be included in the study. Multipurpose training and lecture space, as well as common public areas and student/faculty support spaces will also be included. Restrooms, vertical and horizontal circulation, and building systems (such as mechanical, electrical, IT, AV, custodial, and storage spaces) will augment the academic spaces in the building.

Method Studio will guide DFCM, UBTech, and other key stakeholders through a series of workshops, focus groups, and review meetings to: 1. gather/research/analyze project data, 2. study options, refine a preferred option, and 3. ultimately develop high-quality deliverables. The target project budget (construction budget + soft costs) as well as the target size (net-square-feet + grossing factor) will be determined through this planning phase.

Total Programming Fee : \$99,000*

See below for an abbreviated outline of the proposed two-part process:

Part 2 - Programming services - Approx. 8+ weeks (mid-May - mid-Aug. 2022) \$99,000*

Approx. 200-to-300-page Document, includes:

Executive Summary, Detailed Program of Spaces, Detailed Site Analysis and Preferred Conceptual Site Plan, Test-fit Floor Plan(s), Stacking/Massing diagrams, Artistic Renderings, Technical Narratives (including consulting engineers), Room Data Sheets, and a detailed estimate of Opinion of Probable Construction costs

General Exclusions (fees for any of the items below can be provided upon request):

Comprehensive Master Planning, and Standard Design/Contract Documentation Phases (SD, DD, CD), as well as Furniture, Fixtures & Equipment (FF&E), Environmental Graphics, AV/IT systems and Kitchen Equipment design and related permit/bid/procurement packages are excluded.

ALTA/Topographic/Boundary Survey & Geotechnical Investigation costs are excluded. Note that Method Studio recommends these services are completed during the pre-design/programming phase.

All other non-standard programming services are excluded, such as: Utilities Mapping, Title Report, Engineered Water Supply Analysis, Transportation/Traffic Impact Study, Environmental Impact Study, Hazardous Materials Survey, Archeological Report, Soil Thermal Conductivity Analysis, Aerial Imaging, 3D animations, Hydrological Study, Methane/Radon Gas mitigation, Wetland mitigation, etc. Where required, DFCM/UBTECH to provide items listed above.

Travel Expenses

Method Studio will facilitate key workshops ON-SITE in Roosevelt, Utah (our fee indicated above includes up to **3 trips**). Expenses for additional travel required beyond 100 miles from Salt Lake City will be billed at cost/per DFCM guidelines. NOTE: Method Studio will facilitate progress meetings, focus groups, and some workshops remotely via computer/ZOOM (or similar) whenever appropriate.

Reimbursable Expenses

All deliverables to be provided in electronic format only.

Billing Schedule & Hourly Rates:

A billing schedule and hourly rates will be provided in a subsequent package.

Method Studio is fully committed to making this project a complete success for DFCM and UBTECH. **A detailed work plan and breakdown of fees will be provided in a subsequent package.** *Method Studio can provide this reduced-rate programming fee without compromising quality/completeness due to our recent programming and design experience on similar technical education facilities for healthcare professions. We are proud of our history of negotiating fair fees and we welcome an opportunity to discuss details with you at your convenience. Please do not hesitate to call/email me with questions/comments/concerns.

Sincerely,



Joshua W. Greene, AIA,
Principal

Cc: Joe Smith, AIA, Partner

Approved:

By _____

Title: _____

Date: _____

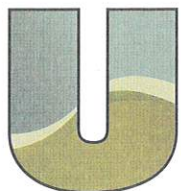
**Programming Team Members (PROPOSED):**

Method Studio:

Joshua W. Greene, AIA, Principal	joshua@method-studio.com	(801)699-8013 mobile
Todd Kelsey, AIA, Principal	todd@method-studio.com	
Matt Wallace, AIA, Assoc. Principal	matt@method-studio.com	
Kelton Berrett, Project Architect	kelton@method-studio.com	
Rafael Lopez, Architectural Associate	rafael@method-studio.com	

Consulting Engineers:

Reaveley Engineers – Structural consultant:		
Corey Price, S.E., Principal	CPrice@reaveley.com	(801) 710-4350 mobile
VBFA - Mechanical/Plumbing consultant:		
Scot Muir, P.E., LEED AP-BD+C	SMuir@vbfa.com	(435) 713-5813 mobile
Spectrum Engineering - Electrical/AV/IT/Security consultant:		
Lance Kobayashi	LSK@spectrum-engineers.com	(801) 928-3759 mobile
CSG - Civil Engineering & Landscape Architect/Irrigation & Planting Specialist consultant:		
Dayton Law, P.E.	DLaw@civilsolutionsgroup.net	(435) 890-4190 mobile
CCC – Cost Estimator		
Kris Larson, CPE	klarson@ccc Utah.com	(801) 556-1428 mobile
Kirk Powelson, Estimator	kpowelson@ccc Utah.com	(435) 228-8352 mobile



Uintah Basin Healthcare

250 W 300 N (75-2)
Roosevelt, Utah 84066

(435) 722.4691 • Fax (435) 722.9291

To Whom It May Concern:

I am writing this letter to express the support of Uintah Basin Healthcare (UBH) in the development of an expanded Health Professions Building on the Roosevelt campus of UBTech.

UBH is the largest independent rural healthcare system in the State of Utah, employing over 800 in our rural community. UBH is currently expanding services and locations across the Uintah Basin, and we anticipate we will soon reach the 900-employee mark. One of the biggest challenges we face as an organization is the ability to recruit and retain clinical staff. We have observed UBTech's effort to drive curriculum development to meet the educational and training needs of our local economy and support all their efforts. The expansion of a new dedicated health professions building would provide dedicated space to grow current programs and add new programs as the needs of our organization and community grow. Developing our own community members to meet our staffing needs, and to provide quality care for our patients and neighbors has been a top priority for us, and has proven the most effective. UBTech is an essential partner with our workforce, and we would not be able to do so without them.

Our partnership with UBTech has been mutually beneficial. Historically, over 90% of our nursing, pharmacy tech, medical and lab aide workforce has come through our local education programs. We rely heavily on them to educate our workforce, which will ultimately determine our ability to be successful as a healthcare system. UBH is committed to continuing to support UBTech and their students through our in-kind donations and scholarship funds. UBH's commitment doesn't stop at the financial donation. We build opportunities for students to apply what they learn in their classes in a real-world environment by working alongside our clinicians. This is a good opportunity for students to learn hands on and allows us the ability to identify the best and brightest clinically and the best fit culturally for long term retention.

Sincerely,

James I. Marshall
President & CEO
Uintah Basin Healthcare



Ashley Regional

MEDICAL CENTER

150 West 100 North • Vernal, Utah 84078
435.789.3342 • fax: 435.789.1314

April 27, 2022

Dear President Weight:

Thank you for the opportunity to share Ashley Regional Medical Center's experience as being a partner with UBTech. We strongly support the vision to Grow Our Own. UBTech has provided excellent education for the Uintah Basin community members so that anyone that has a desire can obtain meaningful employment at sustainable wages in professions that allow them to live and work locally. Ashley Regional Medical Center relies exclusively on UBTech's health science programs to provide excellent education to our Uintah Basin community members.

Over 80% of our employees in these professions employed at Ashley Regional Medical Center have obtained education at UBTech from the following programs: nurse assistant, practical nurse, pharmacy technician, medical assistant, surgical technician, office technician and registered nurses. We value the opportunity to be a part of UBTech's occupational advisory committees and to provide student clinical experiences so that together we can provide best education for the students.

As we look into the future, the need for the current health science professions will continue to be vital to Ashley Regional Medical Center. We foresee a continual need for nursing, pharmacy and surgical professionals. In addition, within the next five years we expect to have needs for medical lab technicians, emergency medicine techs, cardiovascular techs, and circulators, which may be programs that could be provided by technical education.

Thank you for your commitment to partner with us as we grow into the future.

Sincerely,

Wes Taylor
Chief Executive Officer



MEMORANDUM

TAB H

May 19, 2022

University of Utah – Lease Agreement for 102 Tower

Board Policy R705, *Lease Space* requires the Board to approve institutional requests to lease state-owned institutional property to non-institutional entities if the annual lease cost exceeds \$250,000. The University of Utah seeks Board approval to enter into a lease agreement with Utah School and Institutional Trust Lands Administration (SITLA) in the Tower 102 building at 102 South 200 East in Salt Lake City.

- 24,347 rsf on the 6th floor, 2,283 rsf of basement storage space
- Average annual rent of \$630.8K (full service)
- Total lease commitment of \$6.939M
- Lease term: Ten (10) years and six (6) months (September 1, 2022 – February 28, 2033)
- Landlord's contribution to Tenant's Improvements: \$1.281M

SITLA manages the state's 3.4 million acres of trust lands. SITLA works with private businesses to generate revenue from energy and mineral royalties, real estate, and surface development. Since its inception in 1994, SITLA has generated \$1.96B for the permanent School Fund and other institutional endowments. The University of Utah Board of Trustees reviewed and approved this transaction on April 12, 2022.

Commissioner's Recommendations

The Commissioner recommends the Board authorize the University of Utah to enter into a lease agreement with SITLA in the 102 Tower for ten years and six months.

Attachments

April 27, 2022

Commissioner Dave R. Woolstenhulme
Utah System of Higher Education
Board of Regents Building, The Gateway
60 South 400 West
Salt Lake City, Utah 84101-1284

Dear Commissioner Woolstenhulme:

The University of Utah hereby requests approval from the Utah Board of Higher Education for the following summarized lease of space for the Utah School and Institutional Trust Lands Administration (SITLA) in 102 Tower located at 102 South 200 East in Salt Lake City:


- 24,347 rsf on the 6th floor, 2,283 rsf of basement storage space
- Average annual rent: \$630.8k (Full Service)
- Total lease term commitment: \$6.939M
- Term: Ten (10) years and six (6) months (September 1, 2022 – February 28, 2033)
- Landlord's contribution to Tenant's Improvements: \$1.281M

Created in 1994, the Utah School and Institutional Trust Lands Administration (SITLA), manages the states 3.4 million acres of trust lands. SITLA works with private business to generate revenue from energy and mineral royalties, and real estate and surface development. Since its inception, SITLA has generated \$1.96 billion for the Permanent School Fund and other institutional endowments.

The University of Utah's Board of Trustees reviewed and approved this transaction on Tuesday, April 12, 2022. We would welcome an opportunity to present this proposed lease agreement at the May 19, 2022 meeting of the Board of Higher Education.

Thank you, as always, for your consideration and support.

Sincerely,



Cathy Anderson
Chief Financial Officer

cc: Taylor Randall
Malin Francis
John Creer

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is made and entered into as of the ____ day of March, 2022, by and between THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (“**Landlord**”) and the UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION (“**SITLA**”) (hereinafter referred to as “**Tenant**”).

1. LEASE OF PROPERTY

Landlord, in consideration of the rental to be paid and the covenants to be performed by Tenant, hereby leases to Tenant and Tenant hereby leases from Landlord, for the Term, at the rental and upon the covenants and conditions herein set forth, a portion of that certain building situated at 102 South 200 East, Salt Lake City, UT 84111, more fully described on **Exhibit “A,” (“Building”)** attached hereto and by this reference made a part hereof. The portion of the Building leased by Tenant hereunder consists of approximately 18,211 net usable square feet and 24,347 rentable square feet on the 6th floor of the Building and approximately 2,000 net useable square feet and 2,283 rentable square feet of storage space in the basement of the Building are more fully described and outlined on **Exhibit “B,”** attached hereto (“**Leased Premises**”) and by this reference made a part hereof. Tenant acknowledges that this Lease is made subject to all existing liens, encumbrances, deeds of trusts, mortgages and any other matters of record, and to all zoning, building and other governmental statutes, rules and regulations applicable to the use or occupancy of the Leased Premises and the common areas.

2. TERM OF LEASE; RENEWAL OPTION

The term of this Lease is for 126 months and shall begin on the Rent Commencement Date, as herein defined, and shall end 126 months thereafter (“**Term**”). The Landlord grants Tenant two (2) five (5) year options to extend the Lease for all or a portion of the Premises at the lesser of (i) the lease rate then in effect or (ii) 95% of Fair Market Rent (“**Renewal Options**”). Fair Market Rent will be determined utilizing comparable buildings of similar office, storage, and parking space located within the downtown Salt Lake City submarket delivered with a new Base Year regarding Operating Expenses (defined in Section 4.E. below) and real estate taxes commensurate with the then current calendar year in which the majority of the first year of an option term would fall. Tenant will provide Landlord written notice of its intention to renew the Lease no later than nine (9) months prior to the expiration of the then current Lease Term.

3. RENT COMMENCEMENT DATE

As used in this Lease, the term “**Rent Commencement Date**” shall be the later of (i) the date seven (7) days following written notice from the Landlord of substantial completion of the Premises and issuance of a certificate of occupancy or (ii) September 1, 2022. Landlord will allow Tenant access to the Premises for the installation of Tenant’s furniture, fixtures, equipment, and IT one (1) month prior to the estimated Lease Commencement Date at no charge to Tenant.

4. RENTAL

Tenant shall pay to Landlord, in one of the following ways: (i) legal tender at University of Utah, 505 Wakara Way, Salt Lake City, Utah 84108 or such other address as Landlord may designate in writing from time to time, or (ii) wire transfer, the account information to be provided by Landlord to Tenant in writing, the following rentals, payable monthly on or before the first day of each month during the term of this Lease, in advance, without any deduction or offset whatsoever, except as specifically provided herein:

- A. The total sum of \$611,724.00 per year, payable in twelve (12) equal monthly payments of \$50,977 per month ("**Base Rent**") for the first twelve (12) months of this Lease. This lease rate is calculated at the rate of \$24.00 per rentable square foot for space on the 6th floor and the rate of \$12.00 per rentable square foot for the basement storage space. The Base Rent will be abated in full for months one through six of the Term. Notwithstanding the above, the final configuration and square footage calculations for the Leased Premises are subject to the approval of both Landlord and Tenant. A BOMA survey of the Building will be completed within 6 months from the date of this Lease using BOMA's 2017 Standard Method B at Landlord's sole cost and expense. The Base Rent will be adjusted accordingly.
- B. If the term of this Lease commences other than on the first day of a month or ends other than on the last day of a month, the monthly installment of rent for a partial month shall be prorated on a thirty (30) day month, based on the number of days in such month that this Lease is in effect.
- C. Beginning on the first day of the month following the first twelve (12) months of this Lease, and continuing on each and every one-year anniversary thereafter, the Base Rent for the ensuing twelve (12) months shall escalate by 2.5% according to the following schedule.

Year	Suite 600 Annual Rent	Basement Annual Rent	Total Annual Rent	Monthly Rent	Months 1-6 Abated Rent	Actual Annual Rent
1	\$584,328.00	\$27,396.00	\$611,724.00	\$50,977.00	\$(305,862.00)	\$ 305,862.00
2	\$598,936.20	\$28,080.90	\$627,017.10	\$52,251.43		\$ 627,017.10
3	\$613,909.61	\$28,782.92	\$642,692.53	\$53,557.71		\$ 642,692.53
4	\$629,257.35	\$29,502.50	\$658,759.84	\$54,896.65		\$ 658,759.84
5	\$644,988.78	\$30,240.06	\$675,228.84	\$56,269.07		\$ 675,228.84
6	\$661,113.50	\$30,996.06	\$692,109.56	\$57,675.80		\$ 692,109.56
7	\$677,641.34	\$31,770.96	\$709,412.30	\$59,117.69		\$ 709,412.30
8	\$694,582.37	\$32,565.23	\$727,147.60	\$60,595.63		\$ 727,147.60
9	\$711,946.93	\$33,379.37	\$745,326.29	\$62,110.52		\$ 745,326.29
10	\$729,745.60	\$34,213.85	\$763,959.45	\$63,663.29		\$ 763,959.45
11	\$747,989.24	\$35,069.20	\$391,529.22	\$32,627.43		\$ 391,529.22

- D. Any installment of rent, other sum, or any portion of such installment or sum, required under this Lease to be paid by Tenant, if not paid when due or within ten (10) days thereafter, whether or not demand therefor is made or notice of default is

given, shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid in full. In addition, thereto, Landlord may charge a sum equal to five percent (5%) of each unpaid amount as a service fee to compensate Landlord for the additional time and expense necessitated in the handling of delinquent payments.

- E. It is understood and acknowledged by the parties hereto that this Lease is what is commonly known as a “**full service**” Lease, the parties hereto intending that Landlord shall receive from Tenant the Base Rent provided for in this Section 4, plus Tenant will pay a portion of the Building’s annual Operating Expenses, calculated as follows: Tenant will pay its proportionate share of actual increases in Operating Expenses for the Building for the first complete Landlord fiscal year of the Term (“**Base Year**”). The term “**Operating Expenses**” consist of the periodic expenditures necessary to maintain the Building. The Operating Expenses for the Base Year will be adjusted to reflect a 95% occupied Building. Following the Base Year, Controllable Operating Expenses paid by Tenant shall not be increased more than five percent (5%) in any one year. Capital improvements and Premises Improvements shall not be included as part of Operating Expenses. Tenant is allowed reasonable audit rights. The term “**Controllable Operating Expenses**” shall be limited to the following Operating Expenses: (i) Building service contracts, including window cleaning, alarm monitoring and maintenance contracts for elevator and HVAC, (ii) landscape maintenance (including parking lot sweeping); (iii) Building personnel salaries; and (iv) office supplies and similar expenses incurred in connection with the operation, management, maintenance, or repair of the Building.

Landlord’s Operating Expenses are calculated on a fiscal year running from July 1 to June 30. Accordingly, the Base Year for Operating Expenses shall be July 1, 2023 through June 30, 2024. As both Tenant and Landlord are tax-exempt entities of Utah, the Leased Premises will be exempt from Utah real estate taxes. Accordingly, real estate taxes shall not be a component of the Base Year Operating Expenses or actual annual Operating Expenses.

- F. It is the intention of the parties hereto that this Lease, except as set forth herein, shall not be terminable for any reason by the Tenant, and that Tenant shall in no event be entitled to any abatement of or reduction in rent or other sums payable hereunder, except as herein expressly provided.

5. **RIGHT OF FIRST OFFER**

Tenant shall have an on-going right of first offer (“**Right of First Offer**”) on the space in the Building currently occupied by Landlord on the northwestern corner of the 6th floor as identified in pink on **Exhibit “B”** (“**ROFO Space**”). The right of first offer shall be available to Tenant for the duration of the Lease and any Renewal Option. The ROFO Space shall be offered to Tenant at substantially the same terms as this Lease and shall be co-terminus with this Lease. If Tenant makes an offer to Landlord to lease the ROFO Space

at substantially the same terms as this Lease, Landlord must lease the ROFO Space to Tenant, such lease to commence as quickly as reasonably agreed to by the parties.

6. USE OF LEASED PREMISES

- A. Tenant's use of the Lease Premises is intended for and limited to general office operations.
- B. Tenant shall fully comply with all provisions of law and regulations applicable to the Leased Premises.
- C. Tenant further agrees that:
 - 1. Tenant, in connection with the use of the Leased Premises, shall not cause or allow any offensive noise, offensive odors, or any unsightly, unsanitary or unsafe conditions.
 - 2. Except for the reserved, enclosed parking stall noted in Section 8.A., Tenant shall not store or park any materials, equipment, vehicles or any other items outside the Leased Premises. Landlord shall attempt to accommodate Tenant's reasonable business needs.
 - 3. Tenant shall observe faithfully all rules and regulations pertaining to the Building and the Leased Premises as Landlord may from time to time reasonably adopt.
 - 4. Tenant shall fully cooperate with all other Tenants of the Building to ensure that the entire Building is in compliance with applicable laws, regulations, and rules pertaining to the Building; and that, also, the nature and tone of the activities in the Building are carried on in a professional and business-like manner.
- D. Tenant shall have access to the Leased Premises 24 hours per day, 7 days per week. Building hours are from 7:00 AM to 6:00 PM Monday through Friday, and 8:00 AM to 1:00 PM on Saturdays. After hours Building access shall be provide to Tenant via an electronic access system, which will allow access to the Building, the Building elevators, and the Leased Premises. Tenant may install a compatible security system to the Leased Premises, subject to Landlords prior review and approval, which may not be unreasonably withheld. Tenant and its employees will have full access to all Building amenities, including gym, showers, onsite café, and atrium, subject to temporary closures, as applicable.

7. UTILITIES; MAINTENANCE; MANAGEMENT; SECURITY

Landlord shall maintain the Building and provide all services normally associated with a Class A office building including, but not limited to, heating and air conditioning, elevator service, security, repairs, life safety maintenance, janitorial, etc.

A. Utilities. Throughout the Term, Landlord agrees that, subject the terms hereof, and during such time as Tenant is not in default hereunder, Landlord shall furnish the following services:

1. Heat, air-conditioning and ventilation in the Building, Monday through Friday from 7:00 a.m. to 6:00 p.m. and, upon request, Saturdays from 8:00 a.m. to 1:00 p.m., excluding Sundays, national holidays, and University of Utah holidays and closure days, to the extent necessary for the comfortable occupancy of the Leased Premises under normal business operations with customary office equipment and in the absence of the use of any non-customary machines, lights, equipment or devices which adversely affect the temperature otherwise maintained in the Leased Premises (after-hours HVAC, including electrical and related costs, will be provided upon the request of Tenant and billed to Tenant at \$12.50 per fan per hour). During the hours set forth above, Landlord shall maintain in the Leased Premises a temperature comfort zone between 68 degrees and 76 degrees, per the standard established by the American Society of Heating, Refrigerating and Air-Conditioning Engineers. University of Utah holidays include New Years' Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day + Day after Thanksgiving, Christmas Day. University of Utah closure days change from year-to-year. Building tenants are notified in advance of University closure days so that they can work with Landlord's Building operations team to support their business operational needs on University of Utah closure days.
2. City water and sewer from the regular Building fixtures for drinking, lavatory, laboratory and toilet purposes only, including hot water if hot water is customary for such type of fixture;
3. Electricity for normal research and administrative office usage.

B. Maintenance and Janitorial Services.

1. Landlord shall be responsible for, and shall bear the cost of maintenance of the foundations, roof, structural support portions of the Building, exterior walls, mechanical and heating equipment serving the entire Building, sidewalks, landscaping, snow and trash removal, parking areas and surrounding grounds.
2. During the Term of this Lease, Landlord shall operate, manage and maintain all interior walls and halls, stairways, and common areas (as defined below). The manner in which such areas and facilities shall be maintained shall be at the sole discretion of Landlord but must be similar to a comparable office building, and the use of such areas shall be subject to such reasonable regulations and changes as Landlord shall make. Landlord grants to Tenant, during the Term of this Lease, the non-exclusive right to use all common

areas for the benefit of Tenant and Tenant's employees, customers and invitees. Tenant hereby agrees that Landlord shall have the right, for the purpose of accommodating the other tenants of the Building, to increase or decrease the configuration and dimensions or to otherwise alter the common corridors on any floor so long as Tenant's access to the Leased Premises, Building, restrooms and stairwells is not prohibited thereby. Landlord also reserves the right, from time to time, to alter, close or relocate any of the common areas or any facility thereon so long as Tenants' business operations under the Lease are not materially interfered with. The term "**common area**" means all areas and facilities of the Building and the real property, not specifically leased to Tenant hereunder or to any third party and shall include, but not be limited to, the parking areas, access and perimeter roads, landscaped areas, lights and light standards, conference rooms, employee lounges if any, restrooms, vending machine room, walks, stairways, corridors, sidewalks, signs, pipes and conduits, entrance doors, entrances and exits, canopies, carpet and all appliances or equipment used in connection therewith.

3. Landlord shall not be liable and the rent and other payments to Landlord shall not abate for interruptions to the telephone, plumbing, heating, ventilating, and air-conditioning, electrical or other mechanical systems or cleaning services by reason of accident, emergency, shortages or for any other reasons beyond the reasonable control of Landlord.
4. All maintenance and repair of the Leased Premises, including painting of walls, maintenance, repair and replacement of equipment (with the exception of heating, ventilating and air conditioning equipment), and all Tenant-installed (or paid by Tenant to be installed) systems, such as private water purification or filter systems, connected to base building services such as electrical power, plumbing, etc. shall be the responsibility of the Tenant.
5. Landlord shall provide window washing as reasonably required and basic janitorial services equivalent to that furnished in comparable office buildings as described in **Exhibit "C."**

C. Building Security and Management.

1. Landlord shall provide one on-site security guard during business hours. Security escorts are available from 7:00 AM to 7:00 PM Monday through Friday. Outside of business hours, key card access is required for the parking structure, the Building, the elevators, and the Leased Premises, which will be provided by Landlord. Onsite recorded surveillance cameras are present and will remain at all common area entrances and exits to and from the Building and the parking structure. Landlord contracts with a private security firm to patrol the Building and parking structure twice per night in the overnight hours and will continue to do so during the Term.

2. Onsite property management includes one full-time facility manager and two full-time maintenance engineers. Additional full-time staff assigned to the Building includes one associate director of operations, one chief engineer, and one administrative assistant. These additional personnel are located at 295 Chipeta Way, Salt Lake City, Utah 84109. A client service call center is available to take phone calls and receive emails 24/7. An on-call building engineer is available after hours, 365 days per year.
- D. Any costs for improvements needed to satisfy compliance with the Americans with Disabilities Act to accommodate the disabled shall be solely at Landlord's expense and shall not be included in or deducted from the Tenant Improvement Allowance. Except as hereinafter provided, Landlord shall not be obligated to furnish services or utilities, other than those stated in the Section entitled "Utilities and Maintenance" hereof. If Landlord elects to furnish services requested by Tenant in addition to those listed in this Section entitled "Utilities and Maintenance," or at times other than those stated in this Section entitled "Utilities and Maintenance," Tenant shall pay to Landlord the prevailing charges in the Building for such services on the due date of the next monthly installment of Base Rent. Notwithstanding anything contained herein to the contrary and notwithstanding any approval thereof by Landlord, all costs for extraordinary, unusual or excessive demand for electrical or other utility service and all costs of submetering or monitoring of such use shall be borne by Tenant and Landlord reserves the right to impose an additional charge on Tenant for extraordinary, unusual or excessive demand for electrical or other utility service in an amount reasonably determined by Landlord to be due for such extraordinary, unusual or excessive demand. These unusual costs include, but are not limited to, 24-hour service, high consumption equipment, high concentration lighting, additional HVAC supplement for equipment or lighting-induced heat build-up and installation of metering equipment. Landlord reserves the right to install, at Tenant's sole cost and expense, submeters and related equipment, relating to Tenant's use of electrical or other utilities services. If Landlord consents thereto (which consent may not be unreasonably withheld by Landlord), additional Building riser capacity for electricity or other utility services may be provided, and the cost thereof, including ten percent (10%) thereof for overhead, shall be paid by Tenant upon Landlord's demand. If Tenant fails to make any payment hereunder, Landlord may, without notice to Tenant and in addition to Landlord's other remedies under this Lease, discontinue any or all of such additional or after-hour services. Tenant shall also pay for any additional or unusual janitorial, maintenance or security services required by reason of Tenant's use of the Leased Premises.
- E. Tenant shall have the right to use existing telecom and data conduits or install new conduits, cables, equipment and other related telecommunications and data facilities for Tenant's network. First digital and Utopia provide service within the Building. Subject to the foregoing, Tenant shall not install, modify, rearrange, or remove any Landlord installed telephone, electrical or electronic devices, cabling or connections without advance notice to and approval of Landlord, which approval shall not be unreasonably be withheld. Tenant is expressly prohibited from opening

Landlord's Building cable trays without such advance approval. Subject to Landlord's prior written approval (including specific approval of detailed plans therefor), which approval shall not be unreasonably withheld, Tenant shall have the right, from time to time, to install, operate, maintain, repair and replace in the Building and on the land, such electrical, mechanical, and telecommunications infrastructure as Tenant shall require or desire in connection with its business ("Tenant's Infrastructure"). The Parties agree that it shall be reasonable for Landlord to withhold any approval required pursuant to this paragraph if Tenant's proposed use or actions will invalidate any roof warranty or interfere with any existing telecommunications services serving the Building. Any such installations shall meet Landlord requirements, and shall be made under the inspection of Landlord personnel if accomplished by other than Landlord employees/contractor. Notification shall be sufficiently in advance for Landlord to arrange for inspectors. The inspection shall be at Tenant's expense.

- F. Failure to any extent to furnish or any stoppage or interruption of services referenced above resulting from any cause beyond the reasonable control of Landlord shall not render Landlord liable in any respect for damages (actual or consequential) to property or business, nor be construed as an actual or constructive eviction, in whole or in part, nor relieve Tenant from any of its obligations under this Lease, nor entitle Tenant to any abatement or diminution of rent.

8. **PARKING**

- A. Subject to reasonable, uniform, non-discriminatory rules and cost, as set forth by Landlord from time to time, Tenant will have access to a maximum of three (3) parking permits per 1,000 rentable square feet leased in the parking garage located at and described on **Exhibit "A."** Tenant shall have ten (10) parking spaces of their total parking allocation reserved for Tenant's use 24- hours per day, seven days per week. Tenant shall pay the monthly reserved stall rate of \$108.15 per month for each reserved stall and \$108.15 per month for the one (1) enclosed parking stall (referenced below), \$87.55 per month for any non-reserved parking stalls, and \$50 per month for any limited access parking passes (access to park in the structure ten (10) days per month). For Tenant's visitors and the visitors of the Building's other tenants, Landlord will allocate validated visitor parking stalls in an amount normally associated with Class A office buildings. Hourly parking validations are currently available to Tenant at the rate of \$1.00 (one dollar) per hour up to a daily maximum of \$5.00 (five dollars). Rates are subject to change at Landlord's reasonable discretion.

In addition to Tenant's ten (10) reserved parking stalls. Landlord shall enclose one (1) parking stall within the covered parking structure for the exclusive use of Tenant for storage of equipment. Costs for the parking enclosure are to be included within the Landlord's Premises Improvement contribution.

- B. Landlord may restrict certain portions of the parking areas for the Tenant, and other tenants of the Building, and their employees and agents, and may designate other areas to be used at large only by customers and invitees of Tenant and other tenants of the Building.
- C. Landlord may, at Landlord's option, assign specific stalls to specific persons or vehicles. Such assigned parking stalls may, at Landlord's option, be moved from time to time, upon written notice to Tenant.
- D. Landlord may allot more vehicles for parking than there are physical stalls if, based on Landlord's experience, the designated number of vehicles can be satisfactorily serviced.
- E. Landlord reserves the right from time to time to make reasonable changes, additions, and deletions from the parking areas and the purposes to which the parking areas may be devoted, provided Landlord shall not reduce Tenant's parking rights as described in Paragraph A, above.
- F. Landlord or its agents shall have the right to cause to be removed any vehicles of Tenant, its employees, agents, customers and invitees that are parked in violation of any 102 Tower Building Parking Garage Rules, without liability of any kind to Landlord, its agents or employees, and Tenant agrees to hold Landlord harmless from and defend it against any and all claims, losses, or damages and demands asserted or arising in respect to or in connection with the removal of any such vehicles. The 102 Tower Building Parking Garage Rules are attached hereto as **Exhibit "D."**
- G. Upon request from Landlord from time to time, Tenant shall provide Landlord with a list of license plate numbers of all vehicles owned by its employees and agents who are to have parking privileges. Landlord may, as part of the parking rules, require Tenant and its employees and agents with parking privileges to affix a parking sticker or other parking validation marker to their vehicles.

9. **TAXES; LICENSES**

- A. Except as expressly provided in this Lease, Tenant shall have no obligation to pay real estate taxes and assessments for the land and for all improvements, including the Building, situated on the land. The term "**real estate taxes and assessments**" as used in this paragraph shall mean all real and personal property taxes and assessments, license taxes, sewer charges, improvement bonds and other governmental levies imposed by any authority having direct or indirect power to tax the Building, common areas and the land thereunder, together with any taxes or assessments imposed in substitution of or as a supplement to any taxes or assessments previously included within the definition of real estate taxes and assessments.
- B. In addition to the Base Rent herein, Tenant at its sole expense shall also pay all personal property taxes levied, if any, on the Leased Premises, including but not

limited to improvements, furnishing, trade fixtures, equipment and other items located thereon. Tenant shall pay all license and permit fees required for the operation of its business or equipment within the Lease Premises.

10. INSURANCE

- A. Landlord shall be responsible to obtain and pay all costs and expenses for providing property damage, fire and extended coverage insurance for the common areas and the Building.
- B. Subject in all respects to subsection (D) below, in addition to the Base Rent herein, Tenant at its sole expense shall obtain and pay all premiums for fire and extended coverage insurance on the Leased Premises equal to the replacement cost of Tenant's improvements, trade fixtures, furnishings, equipment and other items located thereon. Such policy shall be obtained by Tenant from a company and or appropriate programs of self-insurance acceptable to Landlord. Tenant further waives as against Landlord any and all claims and demands for damages, loss, or injury to the contents of the Leased Premises which may be caused by fire and/or other perils which are subject to Tenant's extended coverage insurance. The extended coverage property insurance policy shall include a waiver of subrogation in favor of Landlord. The term "**replacement cost**" shall be determined at the time the fire and extended coverage insurance is initially taken out, and Tenant shall promptly notify Landlord of such determination and deliver a copy of said insurance policy or certificate thereof to Landlord. Landlord may at any time, but not more often than once every two years, by written notice to the Tenant, require the replacement cost to be redetermined, whereupon such redetermination shall be promptly done and each party notified in writing of the results thereof. Evidence of current insurance coverage shall be delivered annually when requested to Landlord, however, whether or not such a redetermination made.
- C. Subject in all respects to subsection (D) below, Tenant shall obtain and pay all premiums for commercial general liability insurance covering the Leased Premises in the minimum amount of \$1,000,000 per occurrence, with a \$2,000,000 general aggregate, together with property damage insurance of not less than \$1,000,000 per occurrence. The insurance policy shall be issued by an insurance company acceptable to Landlord and shall name Landlord and additional insured. The insurance policy shall include a waiver of subrogation in favor of the Landlord. All such insurance shall provide coverage to insure the performance by Tenant of the indemnity agreement as to liability for injury or death of persons and damage to property subject to this Lease agreement. A copy of the insurance policy, certificate, or similar evidence of current coverage shall be delivered to Landlord annually when requested by Landlord.
- D. Landlord and Tenant carry insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and under applicable law. Nothing in this Lease shall require Landlord or Tenant to

carry different or additional insurance, any obligations of Landlord or Tenant contained in this Lease to name a party as additional insured shall be limited to naming such party as additional insured with respect to Landlord's or Tenant's respective negligent acts or omissions, and no rights of subrogation are waived by Landlord or Tenant. For avoidance of doubt or ambiguity, the foregoing provisions are only applicable to Landlord and Tenant and are not applicable to any permitted successor or assign of Landlord's or Tenant's rights under this Lease or to any assignee or subtenant of Landlord or Tenant. In the event of a conflict or inconsistency between the provisions of this paragraph and any other provisions of this Lease, the provisions of this paragraph shall prevail.

11. ACCEPTANCE OF PROPERTY

Execution of this Agreement and occupancy of the Leased Premises by Tenant constitute conclusive evidence that Tenant accepts the Leased Premises based on its own independent inspection and in its present condition, subject to the Premises Improvements, "as is" and that there are no representations or warranties with respect to the Leased Premises except as specifically provided herein.

12. IMPROVEMENTS BY TENANT

- A. Landlord shall provide a tenant improvement allowance capped at Eighty Dollars (\$80.00) per usable square foot to provide a turn-key build-out of the Leased Premises for construction of improvements to the Leased Premises ("**Tenant Improvement Allowance**"). In the event the Tenant will require additional Tenant Improvement Allowance money above Eighty Dollars (\$80.00) per usable square foot, Landlord shall provide the option to Tenant for a Landlord allowance to fund the cost of fixtures, furniture, and equipment (FFE) for the space. The FFE expense shall be capped at Twenty Dollars (\$20.00) per rentable square foot. The FFE allowance shall be amortized into additional rent over the initial Term at six percent (6%) and shall not be included in escalation of Base Rent. In order to determine if the Premises are suitable for Tenant's occupancy, Landlord, at Landlord's sole cost and expense, shall provide specifications to Tenant for a test-fit space plan. Landlord shall provide up to three (3) revisions which shall be decided by the Tenant, revisions shall also be at Landlord's sole cost. Landlord shall not charge a fee for its review of any space plans.
- B. Tenant will build-out the Leased Premises according to construction drawings, procured by Tenant and approved by Landlord, detailing the improvements, specifications, construction materials, and finishes that Tenant desires ("**Premises Improvements**"). The construction drawings will be subject to Landlord and Tenant's final review and approval. Tenant will utilize at least three (3) outside contractors for competitive bidding of the cost of the Premises Improvements. The outside contractors shall be licensed, bonded contractors having previously performed work of a similar size and scope, and subject to Landlord's approval in advance. Both Landlord and Tenant shall mutually agree upon the contractor selected to construct the

Premises Improvements. As this is a Landlord, state-owned property, Landlord's construction management team will provide construction oversight. Landlord will coordinate code reviews and inspections related to the Premises Improvements. Landlord shall have the right to charge a Tenant construction management fee not to exceed two percent (2%) of the cost of the Premises Improvements.

- C. Due to Tenant's need for office space, the nature of and time needed for the Premises Improvements, the pandemic, the state of the economy, supply chain issues, etc., the parties agree that time is of the essence to finalize construction plans for the Leased Premises and complete the Premises Improvements. Accordingly, notwithstanding anything in this Section 12 or the remainder of this Lease to the contrary, the parties agree that if (i) they cannot mutually agree on the total cost of the Premises Improvements, and/or (ii) they cannot mutually agree on a process to complete the Premises Improvements, in each case, by June 15, 2022, unless extended upon mutual written agreement of the parties, either party may terminate this Lease upon written notice to the other party. Following the parties' approval of the cost and process for Premises Improvements, this Lease is no longer terminable, except as otherwise provided within the terms of this Lease. In the event of termination pursuant to this provision, all costs and expenses incurred by a party in anticipation of the lease arrangement set forth herein are undertaken at such party's risk and expense.
- D. Except as set forth above, Tenant shall be solely responsible for all internal fixtures and improvements within the Leased Premises, including but not limited to, additions to electrical, mechanical, and plumbing facilities, floor coverings, walls, dividers, fixtures, shelving, equipment and machinery. Notwithstanding anything to the contrary contained herein, Tenant shall first obtain approval from Landlord for all improvements and installations on the Leased Premises; provided, Landlord shall not unreasonably withhold such consent. All such improvements, alterations or additions shall be accomplished by architects, contractors and/or mechanics approved by Landlord. All such additions and improvements shall be accomplished in a first class, workmanlike manner. In no event shall Tenant make or permit any alterations, additions or improvements to the Leased Premises without first delivering a complete set of plans and specifications thereof to Landlord and obtaining Landlord's prior written consent which consent will not be unreasonably withheld or delayed. Tenant shall keep the Building and the land on which it is situated free from any and all liens arising pursuant to the Section entitled "Improvements by Tenant" hereof. Tenant shall provide Landlord with at least ten (10) days' prior written notice of Tenant's commencement of any work pursuant to this Section entitled "Improvements by Tenant" in order that Landlord may post and/or record an appropriate notice of non-responsibility. All costs incurred in improving the space leased hereunder as requested by the Tenant that exceed the Tenant Improvement Allowance shall be the sole responsibility of the Tenant, subject to the FFE expense terms above. Upon the termination of this Lease, Tenant may remove additions and improvements installed by Tenant, as long as such removal shall not damage the Leased Premises. In the event Tenant leaves any fixtures, additions and improvements, such improvements shall become the property of Landlord. Should Tenant's

improvements require additional space, changes in design or other alterations in order to comply with applicable fire codes, building codes, or similar governmental regulations, Tenant shall bear the entire cost of all such changes, including any increase in rental associated with the additional space. If Tenant's improvements require alterations which affect any other tenant(s) in the Building, Tenant agrees to compensate such other tenant(s) for the reasonable value of any expense, loss, damage, or interruption of business resulting therefrom.

- E. Subject to the First Right of Offer, nothing contained herein shall be construed to grant Tenant an option to lease additional space in the Building. Any such option which may be granted by Landlord shall be the subject of a separate written agreement between the parties.
- F. Decor in the Leased Premises must be compatible and consistent with the rest of the Building decor. Landlord reserves the right to give final approval on the decor of the Leased Premises.
- G. The Tenant acknowledges that all delays in the delivery of equipment and furnishings unique to the needs of the Tenant shall be the sole responsibility of Tenant. Such delays shall not defer the Rent Commencement Date herein provided.
- H. The Landlord acknowledges that the interior improvements and equipping of all of the common areas in the Building shall be completed at the sole expense of the Landlord.

13. WASTE AND NUISANCE

Tenant shall not cause or allow any waste or destruction to the Leased Premises, nor shall Tenant perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building, to neighboring properties or to the public in general.

14. COMPLIANCE WITH LAWS

- A. Tenant shall fully comply with all laws and regulations of all applicable federal, state and local governmental entities and regulatory authorities with respect to Tenant's occupancy and use of the Leased Premises. Additionally, Tenant shall fully comply with all applicable state and federal rules, regulations and ordinances (collectively, "**Environmental Regulations**") relating to hazardous waste or hazardous substances with respect to Tenant's use of the Leased Premises. Further, Tenant shall indemnify, defend and hold Landlord harmless from any and all damages, costs, expenses and causes of action whatsoever relating in any way to Tenant's failure to fully comply with all Environmental Regulations.
- B. Landlord represents and warrants that the Building and land are free of all hazardous materials, including but not limited to asbestos, and that the Building and land

shall be maintained in compliance with all environmental laws, rules and regulations. Landlord shall indemnify and hold Tenant harmless from any and all damages, costs, expenses, and causes of action whatsoever relating in any way to any existing or future environmental contamination in the Building or Leased Premises other than as a result of Tenant's failure to fully comply with all Environmental Regulations.

- C. Landlord covenants that common areas in the Building to be used by the Tenant shall comply with all applicable state and local codes in effect during the Term, including requirements for accessibility by disabled persons. Tenant covenants that the Leased Premises occupied by the Tenant will be designed to comply with all state and local codes in effect during the Term, including requirements for accessibility by disabled persons.

15. SIGNS

Tenant shall not place, or allow to be placed or maintained on any exterior door, wall or window of the Leased Premises or of the Building or upon the surrounding grounds, any sign, awning, canopy or advertising of any other kind without the Landlord's prior written approval and consent which approval and consent shall not be unreasonably withheld.

16. ESTOPPEL CERTIFICATE

Tenant agrees that from time to time, upon not less than ten (10) days prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications); (ii) the dates to which rentals and other charges have been paid; and (iii) so far as Tenant is aware, Landlord is not in default under any provision of this Lease; and if Landlord is in default, specifying each such default of which Tenant may have knowledge, it being understood that any such statement so delivered may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgage on the Building.

17. ATTORNMENT

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Leased Premises or the Building, or in the event of any assignment, deed or transfer in lieu of foreclosure, attorn to the new owner of Landlord's interest in the Leased Premises and recognize such new owner as Landlord under this Lease.

18. NO LIENS

Tenant shall not cause or allow any claims, liens or encumbrances to be attached to the Leased Premises without the prior written consent of Landlord.

19. SURRENDER OF PROPERTY

Upon termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in the same condition as when the Leased Premises was received by Tenant, reasonable wear, tear, acts of God, and damage covered by fire and casualty insurance excepted.

20. ASSIGNMENT AND SUBLETTING

- A. Tenant will not in any way assign, mortgage or otherwise encumber this Lease, in whole or in part, nor sublet any or all of the Leased Premises (herein sometimes collectively referred to as “**Transfer**”) without the prior written consent of Landlord in each instance; provided that Landlord shall not unreasonably withhold its consent to Tenant's proposed sublease of the Leased Premises (and such standard of reasonableness shall apply only in the event of a proposed subletting of the Leased Premises by Tenant). Any attempted Transfer, assignment, subletting, license or hypothecation of this Lease or the Leased Premises or any part thereof, without the prior written consent of the Landlord, shall constitute a default hereunder and shall be void and confer no rights upon any third party. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.
- B. If the Leased Premises or any part thereof is sublet or occupied by anyone other than Tenant with Landlord's consent, Landlord shall continue to collect from Tenant the rent specified in the Section entitled “**Rental**” hereof; provided, however, if Tenant defaults in the payment of rent, and such default remains uncorrected more than five (5) days after Landlord serves notice of such default upon Tenant, Landlord at its option, may collect rent directly from the subtenant or occupant and apply the net amount collected to the rent herein reserved. No such collection of rent from an assignee, subtenant or occupant shall be deemed a waiver of the provision or the acceptance of the assignee, subtenant, or occupant as tenant, or a release of Tenant from any further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment, sublease, or Transfer both Tenant and any guarantor of this Lease shall remain fully liable under this Lease, and shall not be released from performing any of the terms, covenants and conditions of this Lease, unless and until the terms of this Lease are assumed in writing by an assignee and approved in writing by Landlord.

21. DAMAGE OR DESTRUCTION

- A. If the Leased Premises is damaged by any cause covered by fire or other casualty insurance, Landlord shall cause the damage to be repaired with reasonable dispatch, but only to the extent of insurance proceeds actually received, and if the damage has rendered the Leased Premises untenable in whole or in part, the rental shall

be abated proportionately until the damage has been repaired. If the Leased Premises is rendered untenable in whole or in part by any cause not covered by fire or casualty insurance, Landlord may, at its option, terminate this Lease and the tenancy hereby created by giving Tenant within thirty (30) days following the date of said occurrence, written notice of Landlord's election to terminate; and, in the event of any such termination, rent shall be adjusted as of the date of such occurrence.

- B. If the Leased Premises is rendered either partially or wholly untenable and Landlord does not elect to terminate this Lease, Landlord shall commence repairs within thirty (30) days after the date of such occurrence, subject to the provisions of any insurance policy which may affect the time for commencing repairs. Landlord shall complete such repairs in a timely and workmanlike manner in accordance with original specifications for the Leased Premises, as modified by the Premises Improvements. If within 180 days after the date of the occurrence (but subject to delays in accordance with the provisions of the Section entitled "Force Majeure" hereof), Landlord will be unable to complete repairs required by the terms of this Lease, Tenant may, at its option, terminate this Lease and the tenancy hereby created by giving to Landlord within one hundred fifty (150) days following the date of such occurrence, written notice of election to terminate; and in the event of any such termination, rent shall be adjusted as of the date of such occurrence. If there is a dispute whether Landlord will be able to complete repairs within the time limit specified above, it shall be resolved by arbitration.
- C. Tenant shall make all repairs and replacements to the Leased Premises necessitated or caused by the acts, omissions or negligence of Tenant or its agents or employees or invitees. If, and to the extent not covered by applicable insurance, and, notwithstanding anything herein to the contrary, damages to the Leased Premises rendering either part or all of the Leased Premises untenable is caused by the fault or neglect of Tenant, or by Tenant's agents or employees or invitees, there shall be no abatement of rent during the period the Leased Premises or part thereof is being restored and rendered tenantable. If repairs or replacements become necessary which by the terms of this Lease are the responsibility of Tenant and Tenant fails to make the repairs or replacements, Landlord may make the repairs or replacements and Tenant shall upon demand pay to Landlord one hundred and twenty percent (120%) of the reasonable cost thereof.
- D. If the Leased Premises or any portion thereof is taken or condemned by any authority under power of eminent domain or transferred by Landlord by agreement with such authority under threat of condemnation, with or without any condemnation action being instituted, (collectively, "**condemnation**"), the term of this Lease shall terminate as to the portion of the Leased Premises so taken as of the date such authority takes title or possession of such portion of the Leased Premises, whichever first occurs. Tenant's rent shall be reduced as a result of such condemnation in the proportion that the floor area of the Building taken by such condemnation bears to the floor area of the Leased Premises remaining following such condemnation. If twenty-five percent (25%) or more of the Building, common areas or the

underlying land are taken by condemnation, Landlord shall have the option to terminate this Lease by written notice thereof to Tenant. If a taking of the Leased Premises interferes with Tenant's business operations under the Lease, Tenant shall have the option to terminate this Lease by written notice thereof to Landlord within thirty (30) days following such condemnation. If this Lease is not terminated as provided in this Section entitled "Damage or Destruction," then Landlord shall repair any damage to the Building and/or common areas resulting from such condemnation; provided, however, in no event shall Landlord be obligated to spend more for such repairs than the portion of the condemnation award actually received by Landlord. Tenant shall, at its sole cost and expense, repair any damage to the Leased Premises resulting from such condemnation. Except as specifically set forth herein, Tenant shall not be entitled to any compensation, allowance, claim or offset of any kind against the Landlord or any condemning authority, as damages or otherwise. The termination of this entire Lease as provided in this Section entitled "Damage or Destruction" shall act to release Landlord and Tenant from all further obligations or liabilities with respect to this Lease except for such obligations and liabilities which arise or accrue prior to such termination.

22. DEFAULT OF TENANT

- A. In the event Tenant fails to cure any default after ten (10) days of written notification from Landlord, at any time prior to the Rent Commencement Date, Landlord shall have the right, at its option, to terminate this Lease and to retain all monies theretofore paid by Tenant as liquidated damages. Landlord shall, in lieu thereof, have the option to continue specifically to enforce the terms of this Lease. After the Rent Commencement Date, the occurrence of any one or more of the following events shall constitute a material default by Tenant under this Lease:
1. The failure by Tenant to make any payment of rent or any other sum required to be made by Tenant under this Lease within ten (10) days after Tenant is in receipt of written notification from Landlord of failure to make payment of rent or other sums.
 2. Tenant Transfers or mortgages or agrees to Transfer or mortgage this Lease or possession of all or any portion of the Leased Premises without Landlord's prior written consent.
 3. The failure to comply with any of the other obligations of Tenant as provided in this Lease within a reasonable time following its due date, but not later than thirty (30) days after written notice by Landlord to Tenant specifying Tenant's failure to perform such obligation; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance (and subject to further extension pursuant to Paragraph 31.0 hereof), then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation..

- B. In the event Tenant or any guarantor of this Lease shall become bankrupt or insolvent, file any debtor proceedings, or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property; or if Tenant or any such guarantor makes an assignment for the benefit of creditors or petitions for or enters into an arrangement; or if Tenant shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution, then Landlord, in addition to all other rights or remedies it may have, shall have the immediate right to re-enter and may remove all persons and property from the Leased Premises and place and store such property in a warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.
- C. On the occurrence of any default of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default do the following:
1. Landlord may, but shall not be obligated to, perform any one or more of the obligations of Tenant in default (including, but not limited to, payment of any sum, obtaining and maintaining any insurance policies, and maintaining and repairing the Leased Premises and Landlord may enter upon the Leased Premises for such purpose and take all such action thereon as may be necessary therefor. Notwithstanding anything contained in this Lease, in the event of an emergency, Landlord shall have the right to immediately perform the obligations of Tenant under this Lease without notice or demand and without liability to Tenant, subject to reimbursement of all liabilities, costs and expenses incurred by Landlord thereby as provided in this Section entitled "Default of Tenant." In the event Landlord performs such obligations of Tenant as provided herein, then Tenant shall promptly, but in no event later than five (5) business days following written demand therefor from Landlord, pay to Landlord all liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord arising out of, in connection with or resulting from such performance by Landlord, together with interest thereon at the highest lawful rate from the respective dates of Landlord's making each such payment or incurring each such liability, cost and expense (subject to the Section entitled "Rental" hereof) until payment thereof, and same shall constitute additional rent hereunder.
 2. Landlord may elect to continue the term of this Lease in full force and effect and not terminate Tenant's right to possession of the Leased Premises, in which event Landlord shall have the right to enforce any rights and remedies

granted by this Lease or by law or equity against Tenant, including, without limitation, the right to collect when due rent and/or other sums payable hereunder. Landlord shall not be deemed to have elected to terminate this Lease unless Landlord gives Tenant written notice of such election to terminate. Landlord's acts of maintenance or preservation of the Building or efforts to relet the Leased Premises shall not terminate this Lease; or

3. Landlord may elect by written notice to Tenant to terminate this Lease at any time after the occurrence of any default of this Lease by Tenant. If Landlord elects to terminate this Lease, Landlord may, at its option, re-enter the Leased Premises. Should Landlord elect to re-enter, as herein provided, or should Landlord take possession pursuant to legal proceedings, or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may, from time to time, without terminating this Lease make such alterations and repairs as may be necessary to relet the Leased Premises and may thereafter relet the Leased Premises and any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and reasonable attorney's fees and of costs for repairs in the Leased Premises other than repairs for normal wear, tear, acts of God, or for damage covered by fire and casualty insurance; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month are less than the rental required to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency that shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the costs of recovering the Leased Premises and reasonable attorney's fees, all of which amounts shall immediately be due and payable from Tenant to Landlord.
4. On termination of this Lease by reason of Tenant's default, Landlord may recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to:

- a. The cost of recovering possession of the Leased Premises;
- b. Reasonable expenses of reletting (including, but not limited to, advertising costs, necessary renovation and alteration of the Leased Premises and the cost of any concessions which Landlord gives to relet the Leased Premises, reasonable attorney's fees, and any real estate commissions paid or payable by Landlord applicable to the unexpired term of this Lease) notwithstanding the foregoing, the amount of such expenses shall not exceed the remaining amount due under the Lease, including but not necessarily limited to, Base Rent and Tenant's proportionate share of Building Operating Expenses;
- c. The worth at the time of award by a court of competent jurisdiction of the amount:
 - (i) of any unpaid rent which had been earned at the time of termination; plus
 - (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
 - (iii) the amount by which the unpaid rent for the balance of Lease term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
 - (iv) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. The worth "at the time of termination" as used in subparagraph (i) above and the worth "at the time of award as used in subparagraph (ii) above is to be computed by allowing interest at the rate of eighteen percent (18%) per annum. The worth "at the time of award" as used in subparagraph (iii) above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Leased Premises at the time of the award plus one percent (1%). If, prior to an award by a court of competent jurisdiction, Landlord re-leases the Leased Premises following a termination by reason of Tenant's default, the rent charged by Landlord on such re-leasing shall be deemed to be the rental value of the Leased Premises for the purpose of calculation of the damages which Landlord may recover from Tenant.

23. ACCESS BY LANDLORD

- A. Landlord or Landlord's agent shall have the right to enter the Leased Premises during usual business hours to examine the same; to assist in promotion of the Building and the University of Utah Research Park; to show the Leased Premises to prospective purchasers or lessees of the Building or the Leased Premises; and to make such repairs, alterations, improvements or additions to the Building or the Leased Premises as Landlord may deem necessary or desirable. Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent shall in no wise abate during the time reasonably needed for such repairs, alterations, improvements or additions by reason of loss or interruption of business of Tenant or otherwise.
- B. In the event of an emergency and if Tenant shall not be personally present or permit an entry into the Leased Premises, Landlord or Landlord's agents may enter the same by a master key or may forcibly enter the same without rendering Landlord or such agents liable therefor and without in any manner affecting the obligations and covenants of this Lease except Landlord shall be solely responsible for any damages caused by any unreasonable forcible entry.

24. QUIET ENJOYMENT

As long as Tenant timely pays the rents provided herein, and upon the observance and performance of all the covenants, conditions and terms on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Lease term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by or through or under Landlord, subject nevertheless to the terms and conditions of this Lease. If there is a current or future mortgagee, Landlord shall use commercially reasonable efforts to secure a form of subordination, non-disturbance, and attornment agreement from Landlord's mortgagee.

25. INDEMNIFICATION; WAIVER; GOVERNMENTAL ENTITY

- A. Tenant shall indemnify and save harmless Landlord and Landlord's agent from and against any and all loss, cost (including reasonable attorney's fees), damages, expense and liability (including statutory liability and liability under worker's compensation laws) in connection with claims for damages as a result of injury or death of any person, or property damage to any property sustained by Tenant which arises from or in any manner grows out of any act or neglect on or about the leased premises by Tenant, Tenant's partners, agents, employees, customers, invitees, contractors and subcontractors. Landlord shall indemnify and save harmless Tenant from and against any and all loss, cost (including reasonable attorney's fees), damages, expense and liability (including statutory liability and liability under worker's compensation laws) in connection with claims for damages as a result of injury or death of any person, or property damage to any property sustained by Landlord which

arises from or in any manner grows out of any act or neglect on or about the leased premises by Landlord, Landlord's partners, agents, employees, customers, invitees, contractors and subcontractors.

- B. Since both parties to this Lease are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) ("**Act**"), nothing in this Lease shall be construed to be a waiver by that party of any protections, rights, or defenses applicable to that party under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the governmental entity to incur by contract any liability for the operations, acts, or omissions of the other party or any third party and nothing in this Lease shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Lease, any indemnity, defend, and/or hold harmless obligations of a governmental entity contained in this Lease are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise from the negligent acts or omissions of the governmental entity. The assumption of risk, limitations of liability, and releases contained in other provisions of this Lease shall not apply to claims because of bodily injury or death, or damage to or destruction of tangible property, or other damage to the extent resulting from the sole negligence gross negligence, or willful misconduct on the part of the governmental entity or its officers, agents, servants, and employees. For avoidance of doubt or ambiguity, the foregoing provisions are only applicable to the governmental entity and are not applicable to any permitted successor or assign of the governmental entity's rights under this Lease or to any permitted subtenant or assigned of the governmental entity. In the event of a conflict or inconsistency between the provisions of this paragraph and any other provisions of this Lease, the provisions of this paragraph shall prevail.

26. HOLDING OVER

Any holding over after the expiration of the Lease term shall be construed to be a tenancy from month to month and not as an extension of this Lease. During any such holdover, all appropriate terms and conditions of this Lease shall apply; and the rental shall be the fair market rental rate then in effect.

27. NO WAIVER

Waiver by either party of the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant,

term or condition of this Lease shall be deemed to have been waived by either party unless such waiver is given in writing by such party.

28. ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed accord and satisfaction; and Landlord may accept such check payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy in this Lease provided.

29. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties and supersedes all prior agreements, negotiations and undertakings between the parties with regard to development and Lease of the Leased Premises, except as expressly provided herein. This Agreement may not be changed by any party hereto except by an agreement, in writing, signed by all parties hereto.

30. NO PARTNERSHIP

Landlord does not, in any way or for any purpose, by this Lease become a partner of Tenant in the conduct of its business or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

31. FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder, by reason of strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, natural disaster, or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

32. NOTICES

Any notices required to be sent to the parties hereunder must be sent to them by certified or registered mail or by reputable overnight courier service, with concurrent copy by electronic mail at the addresses shown herein, or to such other addresses specified in writing. Notices will be deemed effective on date of delivery or attempted delivery if delivery is refused.

Landlord:

The University of Utah
c/o Real Estate Administration
505 Wakara Way, Suite 210
Salt Lake City, UT 84108
RealEstateAccounting@Utah.edu

Tenant:

State of Utah School and Institutional Trust Lands Administration
Attn: Director
with copy to: Legal Department
675 East 500 South, Suite 500
Salt Lake City, Utah 84102

33. MEANING OF TERMS

Whenever the context so requires, the neuter gender shall include the masculine and feminine and the singular number shall include the plural.

34. PARAGRAPH NUMBERS AND HEADINGS

Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect of this Agreement.

35. PARTIAL INVALIDITY

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

36. NO OPTION

The submission of this Lease for examination does not constitute a reservation of, or option for, the Leased Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

37. DEFAULT

If either party defaults in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees incurred by the other party in enforcing its rights arising under this Agreement, whether incurred through legal action or otherwise.

38. RECORDING

Tenant shall not record this Lease or any memorandum thereof without the prior written consent of Landlord. Upon the request of Landlord, Tenant shall join in the execution of a memorandum or so called "short form" of this Lease for the purposes of recordation. Such memorandum or short form of this Lease shall incorporate this Lease by reference and shall contain such other provisions (consistent with this Lease) as Landlord may require.

39. BINDING

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors and assigns.

40. GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Utah.

41. TRANSFER BY LANDLORD

Landlord may transfer its interest in the Building, the underlying land and/or this Lease, or any portion thereof, without the consent of Tenant, at any time and from time to time. The obligations of Landlord pursuant to this Lease shall be binding upon Landlord and its successors only during their respective period(s) of ownership except that Landlord and its successors shall be relieved of their obligation to refund funds to Tenant which they have received from Tenant or a predecessor Landlord only to the extent they transfer such amounts to their respective transferees.

42. DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time following its due date, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying Landlord's failure to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance (and subject to further extension pursuant to Paragraph 31.0 hereof), then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation. In the event, and only in the event, of a default by Landlord, Tenant, at its option, without further notice or demand and as its sole and exclusive remedies (but subject to the limitations set forth in this Lease), may: (i) pursue the remedy of specific performance or injunction; (ii) seek declaratory relief; (iii) pursue an action for actual and direct damages for loss; and/or (iv) abate Base Rent in the proportion that the uncured default interferes with Tenant's business operations. Nothing herein contained will relieve Landlord from its obligations hereunder, nor will this Section be construed to obligate Tenant to perform Landlord's repair obligations. Any notice to Landlord by Tenant of Landlord's default under this Lease shall also be concurrently provided, by registered or certified mail, to the lessor of any ground or underlying Lease and all

mortgagees whose mortgages affect the Building or the underlying land, in each case, whose address has been furnished to Tenant in writing (collectively, "**Mortgagee Notice**"). The Mortgagee's Notice shall offer such lessor or mortgagee a reasonable opportunity to cure the default, including the time to obtain possession of the Building or the underlying land or any portion thereof by power of sale or judicial foreclosure, if such action should be necessary to cure Landlord's default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

Landlord: THE UNIVERSITY OF UTAH

By: _____
Cathy Anderson
Chief Financial Officer

**Tenant: UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
(SITLA)**

By: _____

Its: _____

EXHIBIT "A"
Building Legal Description

The 6th floor of that certain office building known as 102 Tower located at 102 South 200 East, Salt Lake City, UT 84111 depicted on Exhibit "B".

AND

Approximately 2,283 rentable square feet of storage space located in the basement of the Building known as 102 Tower located at 102 South 200 East, Salt Lake City, UT 84111 depicted on Exhibit "B".

Along with:

PARCEL 1:

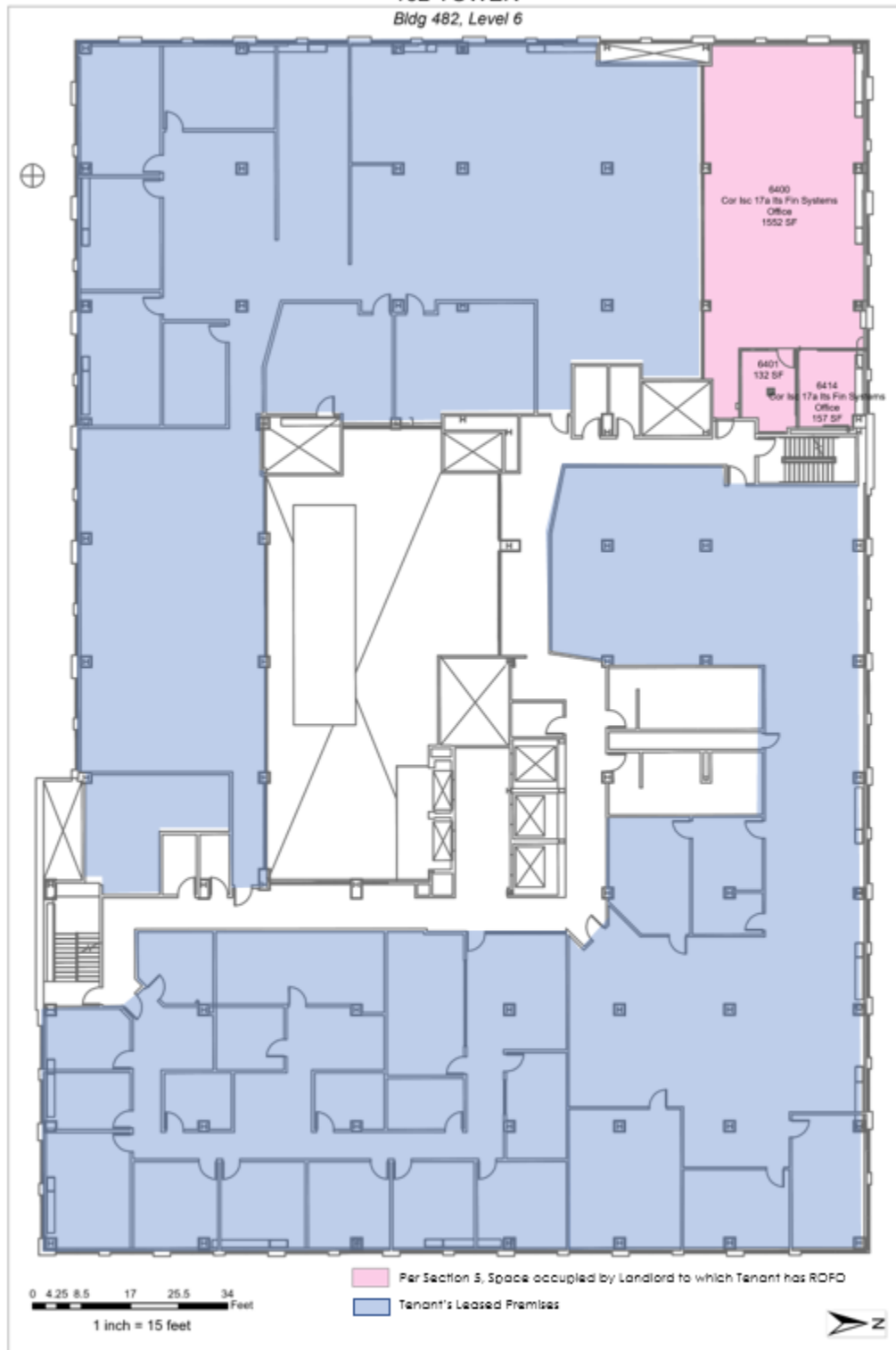
The Commercial Parking Unit, contained within the BLOCK 71 CONDOMINIUMS, as identified in the Condominium Plat recorded in Salt Lake County, Utah, on August 9, 2019 as Entry No. 13048893 in Book 2019P of Plats, at Page 221 (as said Condominium Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Block 71 Condominiums, recorded in Salt Lake County, Utah on August 9, 2019, as Entry No. 13048894, in Book 10814 at Page 6330 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Building's Common Elements that is appurtenant to said Unit as more particularly described in said Declaration.

PARCEL 2:

The non-exclusive easements for vehicular and pedestrian access, ingress and egress, and for utilities, appurtenant to Parcel 1 described herein, as provided for in that certain Reciprocal Easements Agreement recorded in the official records of the Salt Lake County Recorder on June 4, 2014, as Entry No. 11860095, in Book 10235, at Page 7647, as amended by that certain Amendment to Reciprocal Easements Agreement dated December 6, 2017, and recorded in the official records of the Salt Lake County Recorder on December 12, 2017, as Entry No. 12677786, in Book 10628, at Page 8361, and corrected by that certain Correction to Amendment to Reciprocal Easements Agreement dated November 14, 2019, and recorded in the official records of the Salt Lake County Recorder on July 10, 2020 as Entry No. 13324604 in Book 10976 at Page 6376.

EXHIBIT "B"
Leased Premises
102 TOWER
Bldg 482, Level 6



For University of Utah planning use only.
Layout created: Thursday, August 20, 2020
UUSPM - PT

Basement Level
Storage Space

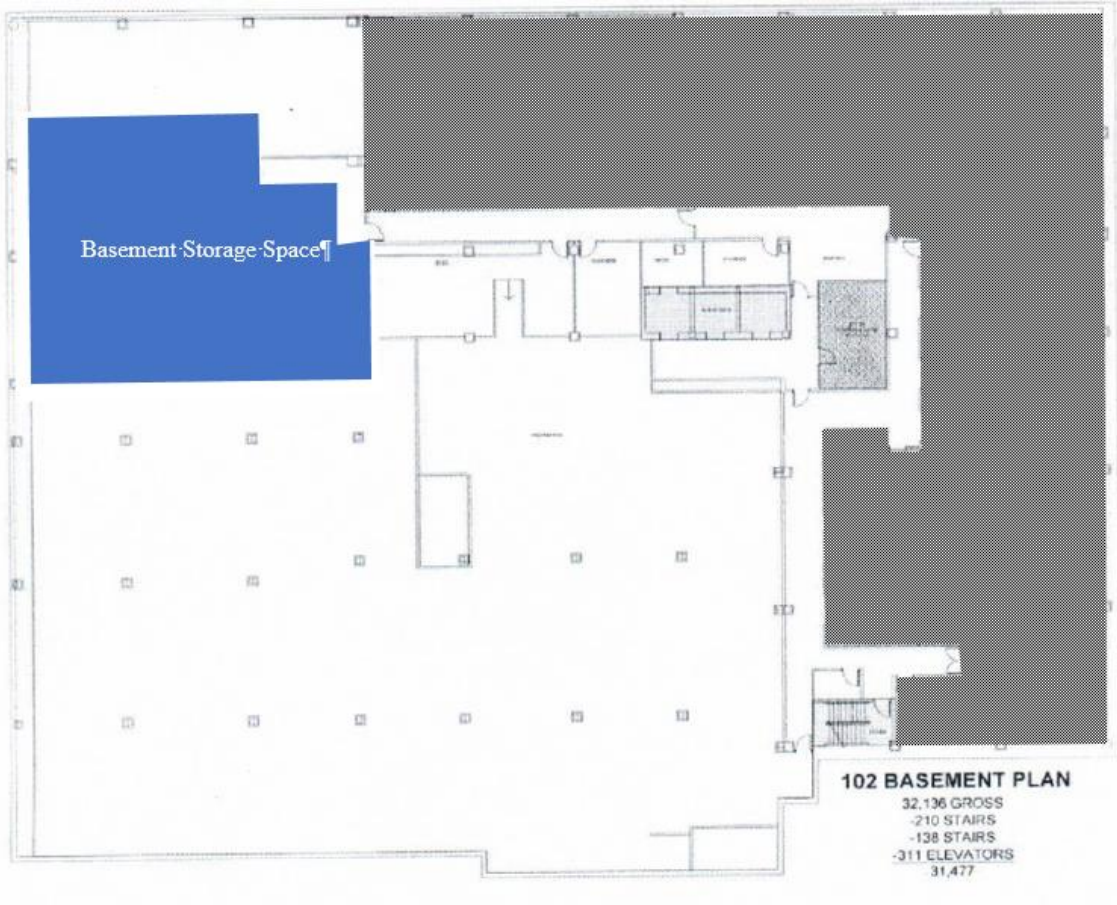


EXHIBIT “C”
Janitorial Services Provided by Landlord
(See Attached)

102 Tower
Janitorial Specifications

A. SERVICE AREAS	D	W	M	Q	A/SA
Keep waste paper, cardboard, rubbish, etc., stored in approved receptacles or assigned rooms	X				
Dispose of all recycle materials as directed by facilities manager.	X				
Clean and organize all janitor closets at the end of each shift.	X				
Clean around dumpster areas and service driveways to ensure they are free from garbage and debris	X				
Perform special assignments as requested.	X				
All paper goods, cleaning supplies & equipment must be stored in designated janitorial closets.	X				
Empty all mop buckets of dirty water, rinse buckets and leave to drying in wet sinks, rinse and hang. Replace or clean mop heads as necessary	X				
Sweep and mop bike room		X			
Clean dock floor, freight floor, and adjacent hallway with walk behind scrubber		X			
Dust all pipes, ducts, ventilating grilles, and other accessible equipment outside service areas				X	
B. EXTERIORS AND ENTRANCES	D	W	M	Q	A/SA
Sweep entrance area sidewalks, stairs and keep free of litter and debris.	X				
Empty trash receptacles, replace liners.	X				
Empty and wash cigarette/trash receptacles, replace sand as necessary.	X				
Clean stains and spills in entrance and sidewalks. Power wash if necessary.	X				
Sanitize touch points on doors, light switches and other high touch point areas	X				
Spot clean glass doors and frames so that they are free from fingerprints and smudges	X				
Remove gum or other adhesive material off sidewalks. Power wash if necessary.	X				
Vacuum dirt and grime from entrance carpets between inner and outer doors.	X				
Wet mop or flush clean exterior entrances.		X			
Extract dirt and grime from entrance walk off mats and carpets between inner and outer doors.			X		
Clean all metal finishes at entrances			X		
Clean trash receptacles as needed.			X		
Wipe down horizontal ledges			X		
C. LOBBIES AND CORRIDORS	D	W	M	Q	A/SA
Dust mop and spot clean all hard surface flooring as appropriate.	X				
Dust and reset lobby furniture	X				
Empty trash receptacles and replace liners as necessary.	X				
Clean trash receptacles as needed.	X				
Vacuum carpets completely.	X				
Dust all ledges within reach.	X				
Spot clean all glass, including both sides of door glass.	X				
Refill and clean hand sanitizer dispensers.	X				
Sanitize touch points on doors, light switches and other high touch point areas	X				
Spot clean carpet.	X				
Spot clean walls (including base) and doors.		X			
Scrub all hard surface flooring using a walk behind scrubber		X			
Dust baseboards and woodwork			X		
Vacuum ceiling tiles adjacent to ceiling vents.			X		
Dust inside of fire extinguisher cabinets				X	
Extract Carpets				X	
Dust lobby recessed lighting areas					S/A
D. ELEVATORS	D	W	M	Q	A/SA
Thoroughly dry mop elevator floors	X				
Clean tracks and thresholds.	X				
Sanitize walls, doors, frames, call buttons with approved products	X				
Clean ceilings and light fixtures and remove bugs from lenses.				X	
Polish and seal tile and grout					S/A
E. STAIRWAYS	D	W	M	Q	A/SA
Sweep to remove debris, spot clean where needed.	X				
Sanitize hand railings, doors, door push bars/handles and other touch points	X				
Wet mop completely.		X			
Dust hand rails.		X			
Clean hand railings, doors, door push bars/handles and other touch points.		X			
Perform high dusting			X		
Clean all light fixtures				X	
Dust inside of fire extinguisher cabinets				X	

D=Daily/Nightly W=Weekly M=Monthly Q=Quarterly S=Semi-Annually A=Annually

F. FIXTURES	D	W	M	Q	A/SA
Clean, sanitize and polish drinking fountains to remove stains, rust and scale with an approved product.	X				
Clean inside of fire extinguishers cabinets				X	
G. RESTROOMS	D	W	M	Q	A/SA
Wipe and refill all towel, tissue, soap and neat seat dispensers.	X				
Add batteries to any dispensers where needed	X				
Clean, sanitize, wipe dry all porcelain fixtures.	X				
Clean and polish all chrome faucets and fixtures with an approved product.	X				
Clean mirrors and frames.	X				
Empty waste containers.	X				
Spot clean walls, partitions, ledges, sills, counters and doors.	X				
Sanitize toilets, both sides of toilet seats, urinals and sanitary napkin receptacles.	X				
Dust ledges and partitions.	X				
Wet mop floors with disinfecting cleaning.	X				
Clean/sanitize shower rooms, walls, fixtures and floors.	X				
Clean counter tops.	X				
Perform high dusting, including walls.		X			
Clean/sanitize all walls, partitions and doors inside and out		X			
Fill floor drains with water/disinfectant as specified by Facility Manager.		X			
Machine scrub and extract floors using a micro or mini scrubber with extractor			X		
Wash waste containers.			X		
Replace floor urinal mats in all men's restrooms.			X		
Vacuum ceiling vents and ceiling tiles adjacent to vents.			X		
Clean all light fixtures				X	
Deep clean and scrub all floors with mini or micro scrubber				X	
Strip and seal floors					A
Add/refill air fresheners as requested by the Facility Manager (as needed)					
I. OFFICE SUITES	D	W	M	Q	A/SA
Empty all waste receptacles and replace plastic liner as necessary; transport all trash to dumpster.	X				
Return waste receptacles to original location.	X				
Empty recycle bins	X				
Dust mop resilient tile and vinyl floors with chemically treated dust mops.	X				
Vacuum carpet in high traffic areas, spot clean as needed.	X				
Sanitize doors, door frames, light switches and other high touch point areas.	X				
Check and lock all doors as instructed by Facility Manager.	X				
Properly position furniture, magazines, waste baskets, etc.	X				
Upon completion of cleaning in an area, ensure that all lights are turned off.	X				
Vacuum carpeted areas completely, including edges.		X			
Dust all baseboards.		X			
Dust all vertical surfaces on furniture and spot clean.		X			
Dust all door louvers and other ventilation louvers within reach.		X			
Perform low dusting not done daily.		X			
Vacuum upholstered furniture.			X		
Wash out waste receptacles.				X	
Perform high dusting (door sash, tops of partitions, etc.)				X	
Dust or vacuum all air vents and ceiling tiles adjacent to air vents.				X	
J. KITCHEN AND BREAK ROOMS	D	W	M	Q	A/SA
Empty all trash cans and replace liners	X				
Wipe and refill all towel, tissue, soap dispensers.	X				
Empty all recycle bins and appropriately dispose in proper dumpsters	X				
Sanitize sinks, table tops, counter tops, outside of appliances and outside of trash receptacles.	X				
Spot wet mop where applicable	X				
Vacuum mats so they are clear of debris.	X				
Clean all hard surface flooring using a micro or mini scrubber.			X		
Clean all light fixtures				X	

D=Daily/Nightly W=Weekly M=Monthly Q=Quarterly S=Semi-Annually A=Annually

K. PARKING GARAGE	D	W	M	Q	A/SA
Empty all trash cans and replace liners.	X				
Sweep and wet mop elevator floors	X				
Sanitize, call buttons, doors (inside and out) and other high touch point areas	X				
Spot clean stairwells and remove debris	X				
Wet mop stairwells		X			
L. DAY PORTER SERVICES	D	W	M	Q	A/SA
Check all restrooms to make sure they are stocked and cleaned 2x daily.	X				
Check basement restrooms & showers make sure they are stocked & cleaned	X				
Check lobby hand sanitizer levels	X				
Pick up garbage in the guest parking lot, south entrance, parking garage walkway and north entrance	X				
Empty garbage cans in parking garage (Level 1)	X				
Sign for janitorial supplies and put them away in the main janitorial closet.	X				
Sanitize lobby doors, elevator call buttons, and elevator railings as needed	X				
Spot clean entry glass and also glass lobby doors	X				
Vacuum north and south vestibules	X				
Clean up emergency spills, toilet over flows, and spot cleaning where needed.	X				
All other items requested by facilities staff.					
M. FITNESS ROOM and LOCKER ROOM	D	W	M	Q	A/SA
Wipe and refill all towel, tissue, soap and neat seat dispensers.	X				
Add batteries to any dispensers where needed	X				
Clean, sanitize, wipe dry all porcelain fixtures.	X				
Clean and polish all chrome faucets and fixtures with an approved product.	X				
Clean mirrors and frames.	X				
Empty waste containers.	X				
Spot clean walls, partitions, ledges, sills, counters and doors.	X				
Sanitize toilets, both sides of toilet seats, urinals and sanitary napkin receptacles.	X				
Dust ledges and partitions.	X				
Wet mop floors with disinfecting cleaning.	X				
Clean/sanitize shower rooms, walls, fixtures and floors.	X				
Clean counter tops.	X				
Spot clean all rubber flooring in fitness rooms.	X				
Mop rubber floors in fitness rooms weekly.	X				
Perform high dusting, including walls.		X			
Clean/sanitize all walls, partitions and doors inside and out		X			
Fill floor drains with water/disinfectant as specified by Facility Manager.		X			
Machine scrub and extract floors using a micro or mini scrubber with extractor			X		
Wash waste containers.			X		
Replace floor urinal mats in all men's restrooms.			X		
Vacuum ceiling vents and ceiling tiles adjacent to vents.			X		
Deep clean and scrub all floors with mini or micro scrubber				X	
Clean all light fixtures				X	
Deep clean and scrub all floors with mini or micro scrubber				X	
Strip and seal floors					A
Add/refill air fresheners as requested by the Facility Manager (as needed)					
N. ADD ALTERNATE (please provide cost)					
Provide a per unit rate for upholstery cleaning for chairs, benches, and banquettes.					
Provide a rate for cleaning inside refrigerators.					
Provide a rate for cleaning millwork exteriors in kitchens.					
Provide a rate for cleaning inside of microwave					
Provide a rate for cleaning inside interior glass walls and glass office doors					
Provide a rate for extraction of carpets for office and conference rooms					
Provide a rate per square foot for disinfecting office and conference room space					
Provide a rate per hour for pressure washing					
Provide a rate per hour, and a daily rate, for additional day porter services					

D=Daily/Nightly W=Weekly M=Monthly Q=Quarterly S=Semi-Annually A=Annually

EXHIBIT “D”

102 Tower Building Parking Garage Rules

1. Parking Garage shall be accessible to Licensee 24-hours per day, seven days per week.
2. Individuals shall use their building access badge to enter and exit the garage.
 - a. Individuals shall not allow anyone else to use their badge to enter or exit the garage.
 - b. Individuals shall not allow anyone else to follow them into, or out of, the garage (piggyback).
3. Vehicles must be parked entirely within the stall lines painted on the ground.
4. All directional signs and arrows must be observed.
5. The speed limit shall be ten (10) miles per hour.
6. Spaces reserved for handicapped parking must be used only by vehicles properly designated.
7. Spaces that are marked for use by a specific individual or entity may be used only by that individual or entity.
8. Parking is prohibited in all areas not expressly designated for parking, including without limitation: (a) areas not striped for parking; (b) aisles; (c) areas where “no parking” signs are posted; (d) ramps; and (e) loading zones.
9. Parking access will be established, and paid for, directly through the parking management vendor, SP+. The parking access form will be completed and returned to the parking management vendor. Billing for individuals will be processed by the parking management vendor.
10. Every person using the Parking Garage is required to park and lock his or her own car.
11. Washing, waxing, or servicing of any vehicle by Licensee and/or Licensee’s agents is prohibited. Parking spaces may be used only for parking automobiles or other appropriate motor vehicles.
12. Tenant agrees to distribute these Rules to inform its employees and invitees of these Rules.



MEMORANDUM

TAB I

May 19, 2022

University of Utah – Lease Renewal for American Plaza

Board Policy R705, *Lease Space*, requires the Board to approve institutional leases with state-appropriated funds that are more than \$500,000 per year or commit the institution for ten or more years. The University of Utah seeks Board approval to renew the lease in the American Plaza III building located at 47 West 200 South in Salt Lake City, UT, for the David Eccles School of Business (DESB), which has occupied this space since 2017.

- 26,533 square feet
- Average annual rent of \$483,000 (full service) (4th & 5th years exceed \$500,000 annual rent)
- Total lease term commitment of \$2,688M
- Extension Term: Five (5) years and seven (7) months (July 1, 2022 – January 31, 2028)

The DESB provides entry-level business experience, including training in customer product sets, customer service operations, and the opportunity to learn about consumer-focused companies. DESB tailors' hours to the students' schedule, compensate employment for up to 200 students, and award scholarships based on work and student achievement.

The lease extension was approved by the University of Utah Board of Trustees in their April 12, 2022 meeting. Additional information about this request may be found in the attached letter from the University; representatives from the University will be in attendance at the meeting to provide additional information and respond to questions from the Board.

Commissioner's Recommendations

The Commissioner recommends the Board authorize the University of Utah to renew the American Plaza lease for an additional five (5) years and seven (7) months.

Attachments

April 27, 2022

Commissioner Dave R. Woolstenhulme
Utah System of Higher Education
Board of Regents Building, The Gateway
60 South 400 West
Salt Lake City, Utah 84101-1284

Dear Commissioner Woolstenhulme:

The University of Utah hereby requests approval from the Utah Board of Higher Education for the following summarized extension of lease for space in the American Plaza III building located at 47 West 200 South in Salt Lake City:

- 26,553 square feet
- Average annual rent of \$482k (full service)
- Total lease term commitment of \$2.688M
- Extension Term: Five (5) years and seven (7) months (July 1, 2022 – January 31, 2028)

The David Eccles School of Business (DESB) has leased this space since April of 2017 which is utilized to support a partnership with Education@Work to accomplish the following:

- Provide entry level business experience, including training in customer product sets and customer service operations, for DESB students.
- Opportunity for DESB students to learn about consumer-focused companies.
- Offer work hours tailored to student schedules.
- Compensate employment for up to 200 students.
- Award scholarships based on work and student achievement.
- Leadership and advancement opportunities for students.

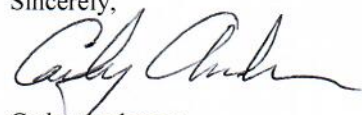
The DESB agreement with Education@Work includes provisions that scholarship/tuition assistance funded to the University will exceed the rental obligations outlined above.

The Education@Work program has been very successful. Since the program's inception, it has provided \$3.1M in student tuition assistance and \$8.4M in student wages. In 2021, the program provided \$874k in student tuition assistance and \$1.6M in student wages. In order to accommodate forecasted growth and further opportunities for DESB students, the University of Utah is requesting approval to extend the existing Lease Agreement.

The University of Utah's Board of Trustees reviewed and approved this matter on April 12, 2022. We would welcome an opportunity to present this proposed lease extension at the May 19, 2022 meeting of the Board of Higher Education.

Thank you, as always, for your consideration and support.

Sincerely,



Cathy Anderson
Chief Financial Officer

cc: Taylor Randall
Malin Francis
John Creer

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (the “**Fourth Amendment**”) is made as of this 29th day of March 2022 by and between Bay Pacific American Plaza III, LLC, a Utah Limited Liability Company (“**Landlord**”) and The University of Utah (“**Tenant**”) with reference to the following facts:

A. Landlord and Tenant entered into a certain Lease Agreement dated March 14, 2017, a First Amendment to Lease dated June 1, 2017, a Second Amendment to Lease dated August 25, 2017 and a Third Amendment to Lease dated March 28, 2018 (collectively the “**Lease**”);

B. Landlord and Tenant desire to further amend the Lease by extending the lease term and modifying other terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- Definitions. Each capitalized term used in this Fourth Amendment to Lease shall have the same meaning as is ascribed to such capitalized term in the Lease, as amended by the Fourth Amendment, unless otherwise provided for herein.
- Premises. Effective July 1, 2022, the Premises shall consist of the following suites:
Suite 101: 2,769 RSF
Suite 300: 12,090 RSF
Suite 500: 11,694 RSF
TOTAL RSF 26,553 RSF
- Lease Commencement and Termination Dates. Effective July 1, 2022, the Term of this Lease shall be extended by sixty-seven months and shall terminate on January 31, 2028.
- Base Rent. Effective July 1, 2022, Base Rent shall be according to the following rent schedule:

Period	Space (sf)	Rate psf	Monthly Rent	Less Free Rent	Free Rent Mo.	# of Mo.	Period Rent
7/1/2022 - 6/30/2023	26,553	\$19.00	\$42,042.25	(\$42,042.25)	Jul-22	12	\$462,464.75
7/1/2023 - 6/30/2024	26,553	\$19.52	\$43,198.41	(\$86,396.82)	Aug-23; Jun-24	12	\$431,984.10
7/1/2024 - 6/30/2025	26,553	\$20.06	\$44,386.37	(\$44,386.37)	May-25	12	\$488,250.07
7/1/2025 - 6/30/2026	26,553	\$20.61	\$45,606.99	(\$45,606.99)	Jun-26	12	\$501,676.89
7/1/2026 - 6/30/2027	26,553	\$21.18	\$46,861.19	(\$46,861.19)	Apr-27	12	\$515,473.09
7/1/2027 - 1/31/2028	26,553	\$21.76	\$48,149.87	(\$48,149.87)	Jan-28	7	\$288,899.22

- Refurbishment Allowance, Landlord's Work. Effective July 1, 2022, Landlord shall provide a refurbishment allowance equal to \$25,000 for Tenant's desired refurbishment of its Premises. Landlord's preferred contractor shall perform the work.
- Termination Option. Tenant shall be given a one-time option to terminate the lease after the 36th month of the lease extension by providing Landlord six (6) month's prior written notice (“Termination Notice”) and paying to Landlord a termination fee (“Termination Fee”) equal to the unamortized leasing costs (TIs and commissions and free rent) plus two (2) month's rent penalty as due in month

36, which Termination Fee shall be due with the Termination Notice. Failure to provide notice and payment as outlined above will negate this Termination Option in its entirety.

7. Binding. The Lease, as amended, shall continue in full force and effect, subject to the terms and provisions thereof and hereof. In the event of any conflict between the terms of the Lease and the terms of this Fourth Amendment, the terms of this Fourth Amendment shall control. This Fourth Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.
8. Broker and Commission. Tenant represents to Landlord that except for Newmark, Tenant has not dealt with any real estate broker, salesperson or finder in connection with this Fourth Amendment, and no other such person initiated or participated in the negotiation of this Fourth Amendment or is entitled to any commission in connection herewith. Tenant hereby agrees to indemnify, defend and hold Landlord and their respective employees harmless from and against any and all liabilities, claims, demands, actions, damages, costs and expenses (including attorney's fees) arising from either (a) a claim for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Fourth Amendment, or (b) a claim of, or right to lien under the statutes of Utah relating to real estate broker liens with respect to any such broker retained by Tenant.

The parties agree that Collin Perkins of Newmark ("Broker") represents the Landlord and Tenant represents themselves. Landlord agrees to pay Broker a commission of 3% of the gross value of the lease for the first sixty months in which rent is to be paid. Landlord shall pay directly to the University's Real Estate Administration an amount equal to 3% of the gross value of the lease for the first sixty months in which rent is to be paid. Fifty percent (50%) is due at the signing of the lease and 50% at lease commencement.

9. Full force and effect. All other terms and conditions of the Lease shall remain in full force and effect.
10. No Offer. No contractual or other rights shall exist between Landlord and Tenant with respect to this Fourth Amendment until both have executed and delivered this Fourth Amendment, notwithstanding that Landlord has delivered to Tenant an unexecuted copy of this Fourth Amendment. The submission of this Fourth Amendment to Tenant shall be for examination purposes only and does not and shall not constitute a reservation of or any option for the Tenant to surrender, or otherwise create an additional interest by Tenant in the Premises or any other Premises situated in the Building. Execution of this Fourth Amendment by Tenant and return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed and delivered this Fourth Amendment to Tenant.

IN WITNESS WHEREOF, this Fourth Amendment is executed as of the day and year aforesaid.

TENANT:

The University of Utah

By: _____
Cathy Anderson
Chief Financial Officer

Date: _____

LANDLORD:

Bay Pacific American Plaza III, LLC

By: _____

Date: _____



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB J

May 19, 2022

University of Utah – Non-State Funded Project

Board Policy R702, *Non-State Funded Projects*, requires the Board to review capital projects requiring State Building Board or legislative approval. State statute (63A-5-104) defines capital projects with more than \$5,000,000 of renovated space as "capital developments." It allows the Department of Construction and Facility Management (DFCM) to approve those projects without legislative approval if the project does not use state funding sources for the facility's design, construction, operation, or maintenance.

The University of Utah requests Board approval to renovate 22,350 square feet, which is a combination of 19,300 square feet in the Row Houses and 3,050 square feet in the Carriage House in Washington DC, for \$9,111,290 funded through donations. This project provides housing for up to 50 student interns as well as a gathering place for alumni, donors, visiting faculty, and special events. The project will preserve historical features, address ADA, energy and life safety requirements, and provide new mechanical, electrical, and plumbing systems.

No state funds will be used for the renovation, nor will additional state funds be requested for the operation and maintenance of these facilities. The project was approved by the University of Utah Board of Trustees at the March 8, 2022 meeting. The attached letter and presentation materials provide additional information about the project.

Commissioner's Recommendation

The Commissioner recommends the Board authorize the University of Utah to obtain approval for the renovation of the Row Houses and Carriage House in Washington DC to DFCM for final approval.

Attachments

April 22, 2022

Mr. David R. Woolstenhulme, Commissioner
Utah System of Higher Education
Two Gateway
60 South 400 West
Salt Lake City, UT 84101-1284

Subject: Orrin G. Hatch Center Renovation

Dear Commissioner Woolstenhulme:

The University of Utah requests approval to renovate property purchased in Washington DC to provide housing for up to 50 student interns as well as a gathering place for alumni, donors, visiting faculty, and special events. The property consists of two historic row houses and a carriage house inside the Dupont Circle historic neighborhood.

The project will preserve historic features; address ADA, energy and life safety requirements; and provide new mechanical, electrical, and plumbing systems. Existing office space will be converted into bedrooms and the project will construct kitchens, bathrooms, communal living rooms and roof decks. The project will also increase the square footage by 1,080 SF by building out an area on each of the fourth and fifth floors.

The proposed total project budget is \$9,111,290 and will be funded by donations. Facility operating revenues will fund operations and maintenance costs. No state funds will be used for this project nor will they be requested for operations and maintenance costs.

This project was approved by the University's Board of Trustees in their meeting on March 8, 2022. We request that this be presented to the Board of Higher Education for approval.

Thanks, as always, for your consideration and support.

Sincerely,



Cathy Anderson
Chief Financial Officer



Orrin G. Hatch Center The Hinckley Institute of Politics

Board of Higher Education

May 2022

THE HINCKLEY INSTITUTE OF POLITICS

The Hinckley Institute of Politics was founded with the mission to promote a better understanding and appreciation of politics, train ethical and visionary students for public service, and encourage excitement over civic engagement. A primary way the Hinckley Institute has fulfilled this mission is by operating one of the nation's longest-standing and most prestigious Washington, DC internship programs, dating back to 1965.

The Hinckley's national program provides more than 100 students annually with full-time, paid internships in a variety of government institutions, public advocacy groups, and consulting firms. The success of this program is made evident by the growing number of Hinckley alumni living and working in the Washington, DC area. More often than not, these alumni have accepted job opportunities that were a direct result of their internships



PROJECT VISION

Currently Hinckley Institute student interns live in University-leased apartments in Washington, DC.

The University proposes to establish a permanent presence in Washington, DC, to serve as:

- housing for up to 50 student interns
- a gathering place for alumni, donors, visiting faculty, and special events.

The University recently purchased the property at 1527-29 18TH St. NW, inside the Dupont Circle historic neighborhood, including **two historic row houses and a carriage house**.



PROPERTY HISTORY

The rowhouses were built in 1905 and 1902, in the Classical Revival style.

They have been the residence of several famous statesman such as Charles Evans Hughes, Carlos Manuel de Cespedes y Quesada, and Frederic Sackett. They were later home to the Association of Military Colleges and Schools of the US, and The Association of the US Army.

The latest owner was the Mathematical Association of America.

The buildings were placed on the National Register of Historic Places in 1978.



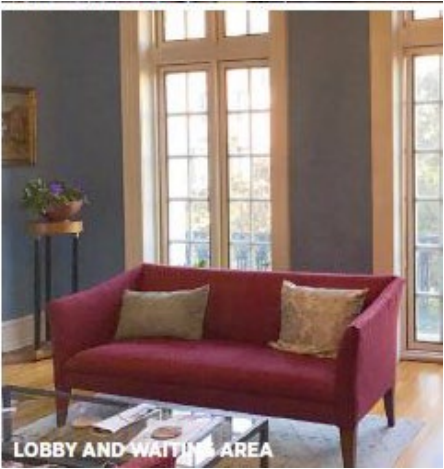
Row Houses



Carriage House

PROGRAM

Row Houses	19,300 SF
Living Suites for 50 +/- Interns	7,800
Resident Assistant Apartment	650
Student Lounge / Kitchen Areas	1,500
Conference Room	450
Visiting Faculty Office	150
Entry Foyer / Lobby	500
Laundry	200
Building Support Spaces	1,300
Circulation Elements	5,300
Carriage House	3,050 SF
Lobby, Meeting, Kitchen	
TOTAL PROJECT	22,350 SF

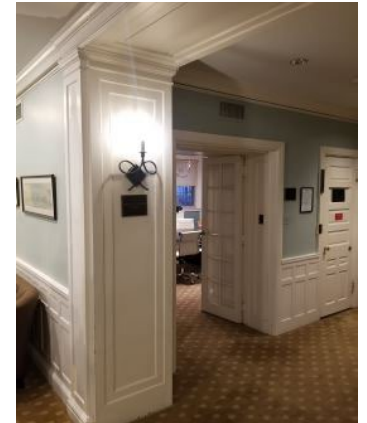
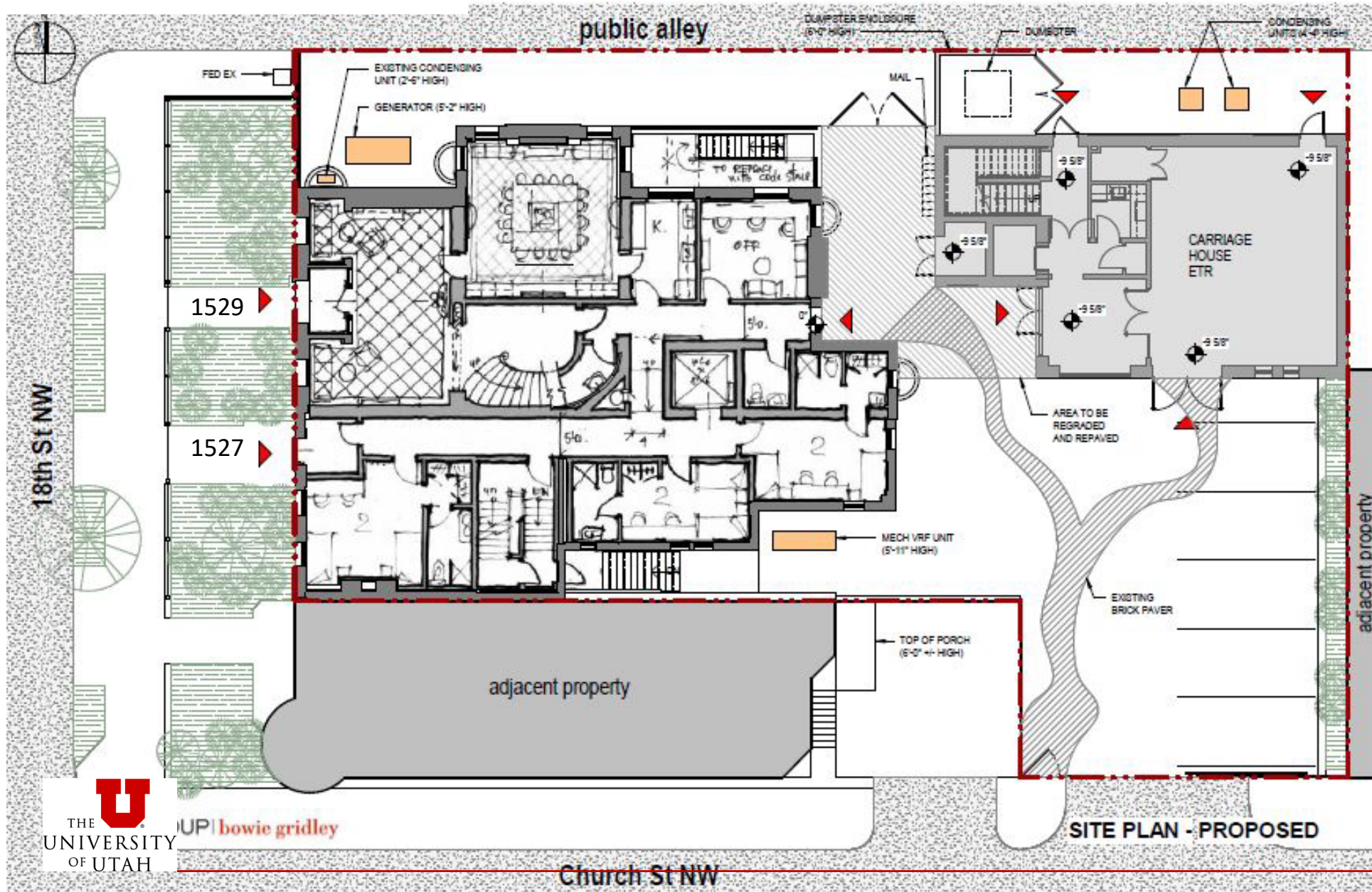


Renovation work will preserve historic features and spaces, meet ADA (including an elevator) and life safety requirements, and provide new mechanical, electrical and plumbing systems that meet current energy standards.

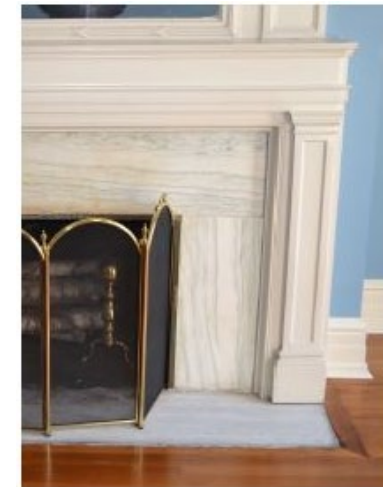
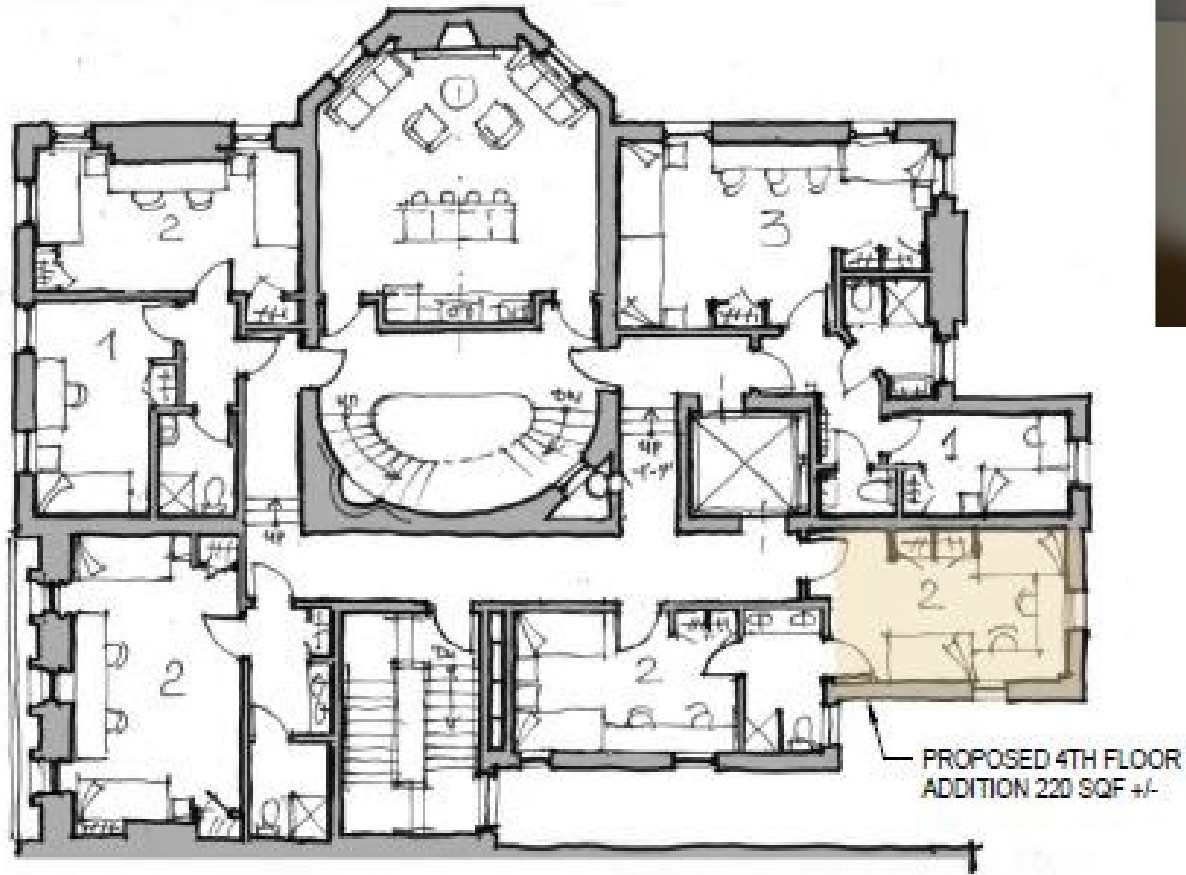
Existing office spaces will be converted into bedrooms, and the project will construct kitchens, bathrooms, communal living rooms and roof decks.



SITE & 1st Floor

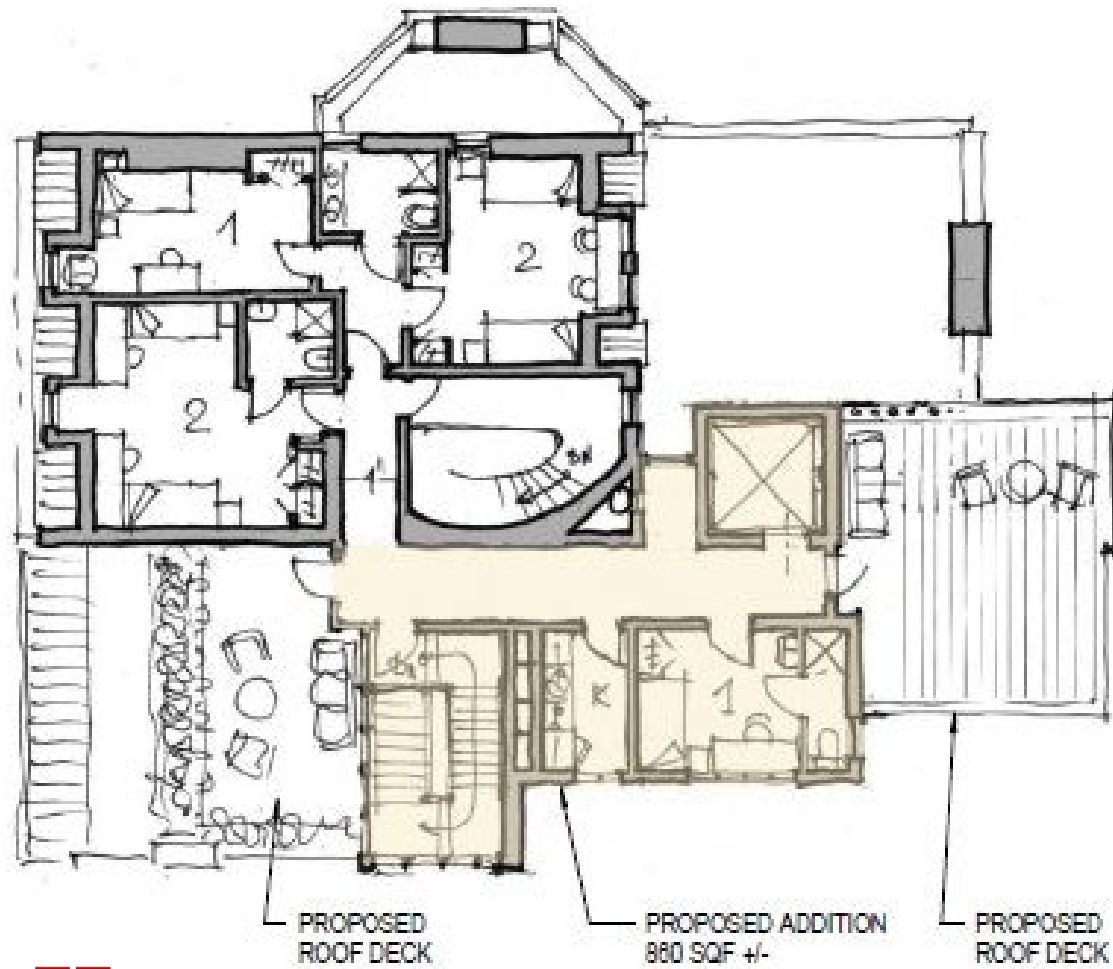


2ND, 3RD & 4TH FLOORS



2ND - 4TH FLOOR SIMILAR

5TH FLOOR



5TH FLOOR PLAN



PROJECT SCHEDULE

- Complete Design Development: 03/2022
- Initial Historic Preservation Office review: 03/2022
- Early Abatement & Demolition: 07/2022 – 09/2022
- Complete Construction Documents 08/2022
- Bidding 09/2022
- Construction: 09/2022- 06/2023
- **Occupancy: 07/2023**

PROJECT BUDGET and SCHEDULE

	Total Cost	Cost per SF
Construction	\$ 6,738,164	\$303.92
Soft Costs	\$ 2,373,125	\$107.04
<ul style="list-style-type: none">• Design Fees• HazMat Abatement• Furniture & Equipment• Information Technology• Plan Review, Testing, Inspection• Commissioning• Misc (Donor signage, etc.)• Contingency		
TOTAL PROJECT COST	\$ 9,111,290	\$410.96
Expected Occupancy: July 2023		



APPROVAL REQUEST

Request approval to renovate 22,350 SF for the Hinckley Institute in Washington, DC.

The project budget is \$9,111,290

Funding Source:

- Construction: Donations
- O&M: Room/Venue Revenues



QUESTIONS





MEMORANDUM

TAB K

May 19, 2022

Southern Utah University – Disposition of Property

Board Policy R704, *Disposal of Real Property*, requires the Utah Board of Higher Education to approve the disposal of institutional property valued at greater than \$1,000,000. Southern Utah University (SUU) is seeking approval from the Board for the disposal of surplus property. Years ago, SUU was gifted several parcels of property west of Cedar City. All but two of the original parcels have been sold as corporations approached the University for land to build manufacturing plants along an industrial corridor. The two remaining parcels are a 72.27-acre parcel on the south side of Highway 56 and a 20.54-acre parcel on the north side. Both parcels are zoned I&M-1 Industrial and Manufacturing.

On March 24, 2022, the Southern Utah University Board of Trustees approved the recommendation to sell the 72.27-acre parcel. The University accepted an offer of \$2,312,640, contingent on the approval of the Board of Higher Education. The purchase price is in line with the appraised value of \$32,000 per acre, which was established by an appraisal completed in January 2022.

Commissioner's Recommendation

The Commissioner recommends the Board authorize Southern Utah University to dispose of the 72.27-acre parcel of land located at approximately 4751 W Highway 56 for the negotiated price of \$2,312,640.

Attachments

April 25, 2022

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

Dear Commissioner Woolstenhulme:

Regent Policy R704 – *Disposal of Real Property*, outlines the requirements to dispose of real property. Following this policy, the Administration received approval from the SUU Board of Trustees to designate two parcels along Highway 56 in Cedar City as surplus property and authorized their sale or exchange on the open market. Since the pending sale of one parcel exceeds the \$1.0 million threshold requiring Board of Higher Education authorization, we are seeking approval to complete this transaction.

Years ago, SUU was gifted several parcels of property west of Cedar City. All but two of the original parcels have been sold as corporations approached the University for land to build manufacturing plants along an industrial corridor. The two remaining parcels, a 72.27-acre parcel on the south side of Highway 56 and a 20.54-acre parcel on the north are outlined on the attached map. Both parcels are zoned I&M-1 Industrial and Manufacturing.

In the past year, the University has received several inquiries about purchasing these parcels. Considering current land prices and development activity in and around Cedar City, the University determined both parcels should be considered surplus property available for sale or exchange. The SUU Board of Trustees approved this recommendation at their March 24, 2022, meeting.

On April 18, 2022, the University accepted an offer of \$2,312,640 contingent on Board of Higher Education approval. This purchase price is in line with the appraised value of \$32,000 per acre established in a January 2022 appraisal.

At this time, we request Board approval to proceed with the sale of this 72.27-acre parcel of undeveloped land.

I look forward to our discussion and the opportunity to respond to any questions that may arise from this proposal.

Sincerely,



Marvin L. Dodge
Vice President

Southern Utah University

Highway 56 Property

20.54 Acres

72.27 Acres

WestRock Container Corporation

Google Earth

1000 ft





HYMAS & ASSOCIATES

REAL ESTATE APPRAISALS

SUU Highway 56 Industrial Land

Approximately 4751 W. Highway 56
Cedar City, UT 84720



Prepared For
Mr. Marvin Dodge
Southern Utah University
351 W. University Blvd.
Cedar City, UT 84720

Prepared By
Hymas & Associates, LC
Cody Hymas, MAI
337 S. Main Street, Suite 122
Cedar City, UT 84720
File #:22CH101



Date of Report: January 12, 2022

Mr. Marvin Dodge
Southern Utah University
351 W. University Blvd.
Cedar City, UT 84720

Re: SUU Highway 56 Industrial Land
Approximately 4751 W. Highway 56
Cedar City, UT 84720
Appraisers' File #22CH101
Tax ID No. B-1441-0000-0000

Dear Mr. Dodge,

At your request, I have appraised the property referenced above to form an opinion of the 'as is' market value of the Fee Simple Interest. I, Cody Hymas, MAI, observed the subject of this appraisal report on December 23, 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 SUU Highway 56 Industrial Land located at 4751 W. Highway 56 in Cedar City, Iron County, Utah. The subject is further identified by assessor parcel number B-1441-0000-0000. The subject consists of a single parcel that is 72.27 acres in size, has an irregular shape, and has a generally level topography that is near grade of adjoining streets and properties. The site has soils that are assumed to be capable of supporting development and has legal access from asphalt paved Highway 56. The site is located outside of the flood hazard area, has average physical features, and appears to be fully usable. Power and water are available to the site, but sewer will require approximately 125' extension across Highway 56. Additionally, the sewer will not be gravity fed and will require a pump station for any development to occur.

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. Marvin Dodge is the client in this assignment and Southern Utah University is the sole intended user of the appraisal report. The intended use is for assist with the possibility of selling the property. 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 assumption:

- This appraisal report relies on the extraordinary assumption that Cedar City sewer lines can be extended to the site. According to Mr. Jonathan Stathis, Cedar City Engineer, a lift station will be required for use of sewer lines. I have estimated the cost of the lift station and sewer line extension to be \$300,000 based off my conversations with Mr. Stathis and developers in the area.

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



**HYMAS &
ASSOCIATES**
REAL ESTATE APPRAISALS

Mr. Marvin Dodge
Southern Utah University
January 12, 2022

Based upon my examination and study of the property and the market in which it competes and subject to the extraordinary assumption and limiting conditions contained later in this report, market value of the 'as is' Fee Simple Interest as of December 23, 2021, is as follows:

\$1,955,000
One Million Nine Hundred Fifty Five Thousand Dollars

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



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Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed prior appraisal related services regarding the subject within the previous three years of the appraisal date.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I, Cody Hymas, MAI, made a personal inspection of property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this appraisal, I, Cody Hymas, MAI, have completed the continuing education requirements for Designated Members of the Appraisal Institute.

Cody Hymas, MAI
UT Certified General Appraiser
Utah #5504978-CG00 Expires: April 30, 2022
Date: January 12, 2022



General Assumptions & Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description is assumed to be correct.
2. I accept no responsibility for legal matters. I express no opinion about the quality of the title which is assumed to be marketable. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, it is assumed that the subject has no encroachments, zoning violations or adverse restrictions.
4. I am not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
5. Unless expressly specified in this Agreement, the fee for this appraisal does not include the attending testifying at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding(s). If any partner or employee of Hymas & Associates, LC, is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Hymas & Associates, LC, for the time that its employees spend appearing and/or testifying and in preparing to testify according to the appraiser's then current hourly rate plus reimbursement of expenses.
6. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
7. The dates of value to which the opinions expressed in this report apply are set forth in this report. I assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.
8. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property and/or understanding the appraisal analysis. I accept no responsibility for the accuracy of these documents.
9. I have not made a survey of the property. Although I have developed my estimates of property size and other property characteristics from sources that I believe to be reliable, I have not independently verified the accuracy of the information and assume no responsibility for its accuracy.
10. The information, estimates and opinions which were obtained from sources outside of Hymas & Associates, LC, are assumed to be reliable. I have not verified the information and assume no liability for its accuracy.
11. Possession of this appraisal report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraiser(s), professional designations, reference to any professional appraisal organization or the firm with which the appraiser(s) are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval from the appraiser(s).



12. I claim no expertise in matters which require specialized investigation or knowledge beyond levels common among real estate appraisers. Examples of these matters include, but are not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
13. This appraisal was prepared for the sole and exclusive use of the client. Any party who is not the client identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Hymas & Associates, LC, and Client. I assume no liability for unauthorized use of the appraisal report by a third party.
14. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
15. The value opinion provided herein is subject to all predications set forth in this report.
16. If required by governmental authorities, any environmental impact statement prepared for the subject will be favorable and will be approved.
17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, I have not completed nor have I contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because I am not a surveyor, I make no guarantees, express or implied, regarding this determination.
18. If the appraisal is for mortgage loan purposes 1) I assume satisfactory condition of improvements if construction is not complete, 2) no consideration has been given rent loss during rent-up unless otherwise noted in the body of this report, and 3) occupancy at levels consistent with my "Income & Expense Projection" are anticipated.
19. I assume that the property has no hidden or unapparent conditions which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
20. Unless otherwise stated in the attached report, I observed the land and improvements thereon only. It is not possible to observe conditions beneath the soil or hidden structural components within the improvements. I observed the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. The condition of the building systems, including but not limited to the heating, cooling, ventilation, electrical and plumbing equipment, is assumed to be commensurate with the condition of the balance of the improvements unless otherwise stated.
21. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
22. When possible, I have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, I have relied upon my own measurements of the subject improvements. I follow typical appraisal industry methods; however, I recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple-story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.



23. I have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the data that I deem to be the most accurate and/or reliable are used within this appraisal report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, I cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer). I reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.
24. In the absence of being provided with a detailed land survey, I have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, I reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
25. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and I reserve the right to amend this appraisal if substantial differences are discovered.
26. Unless expressly granted in writing, this appraisal is not intended to be used, and may not be used, on behalf of or in connection with a real estate syndicate or syndicates. A real estate syndicate means a general or limited partnership, joint venture, unincorporated association or similar organization formed for the purpose of, and engaged in, an investment or gain from and interest in real property, including, but not limited to a sale or exchange, trade or development of such real property, on behalf of others, or which is required to be registered with the United States Securities and Exchange Commission or any state regulatory agency which regulates investments made as a public offering. It is agreed that any user of this appraisal who uses it contrary to the prohibitions in this section indemnifies the appraiser and the appraiser's firm and holds them harmless of and from all claims, including attorney's fees, arising from said use.
27. Unless otherwise stated in this report, I observed no hazardous material(s), which may or may not be present on the property. I have no knowledge of the existence of such materials on or in the property and, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value conclusion is predicted on the assumption that the property has no environmental contamination has no such material on or in the property that would cause a loss in value. I accept no responsibility for any such conditions, or for the cost of any expertise or engineering knowledge required to discover such materials and/or conditions. The client is urged to retain an expert in this field, if desired.
28. I have surveyed the property for compliance with the various requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
29. Unless otherwise state in the appraisal report, this appraisal is of the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
30. If any claim is filed against Hymas & Associates, LC, its officers or employees, in connection with, or in any way arising out of, or relating to, this report, then (1) under no circumstances shall such



- claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
 32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. I accept no responsibility or liability for assumptions, forecasts and projections that do not materialize.
 33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. Actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, I strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and I make no warranties regarding the accuracy of this estimate.
 34. It is the client's responsibility to read the report and to inform the appraiser(s) of any errors or omissions of which you are aware, prior to utilizing the report.
 35. All disputes shall be settled by binding arbitration in accordance with the then-existing commercial arbitration rules of the American Arbitration Association (the "AAA").
 36. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
 37. The report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with Hymas & Associates, LC independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, Hymas & Associates, LC shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and Hymas & Associates, LC has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of Hymas & Associates, LC to buy, sell, hold, or finance the subject property.

Hypothetical Conditions:

- None.

Extraordinary Assumptions:

- This appraisal report relies on the extraordinary assumption that Cedar City sewer lines can be extended to the site. According to Mr. Jonathan Stathis, Cedar City Engineer, a lift station will be required for use of sewer lines. I have estimated the cost of the lift station and sewer line extension to be \$300,000 based off my conversations with Mr. Stathis and developers in the area.

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



Executive Summary

Property Name:	SUU Highway 56 Industrial Land
Property Address:	Approximately 4751 W. Highway 56 Cedar City, UT 84720
Assessor's Parcel Number:	B-1441-0000-0000
Ownership:	Southern Utah University
Property Rights Appraised:	Fee Simple
Valuation Premise:	'as is'
Intended User:	Southern Utah University
Intended Use:	To provide the 'as is' market value to assist with the possibility of selling the property.
Extraordinary Assumptions:	Yes, See letter, introduction, and body of report.
Hypothetical Conditions:	None.
Highest & Best Use	
As Vacant:	Hold or development of an industrial subdivision in phases.
Marketing Time:	6 to 12 months
Exposure Time:	6 to 12 months
Date of Value:	December 23, 2021
Date of Report:	January 12, 2022
Land Data	
Site Size:	72.27 acres; 3,148,081 square feet
Shape:	Irregular
Topography:	Generally level
Zoning:	I&M-1
Utilities:	The subject's utilities are typical and adequate for the market area.
Flood Zone:	Zone C. The site is not located in a flood hazard area.
Reconciled Value:	'As Is'
Effective Date:	December 23, 2021
Property Rights:	Fee Simple
Value Conclusion:	\$1,955,000



Introduction

Property Identification and Location

The subject of this appraisal report is SUU Highway 56 Industrial Land located at approximately 4751 W. Highway 56 in Cedar City, Iron County, UT 84720.

Client and Intended User

The client of this appraisal report is Mr. Marvin Dodge. Intended users of this appraisal report include Southern Utah University and no others.

Intended Use

The intended use of this appraisal report is to assist with the possibility of selling the property.

Appraisal Assignment

This appraisal has been completed at the specific request of Mr. Marvin Dodge of Southern Utah University. At the clients request, I have appraised the subject property to form an opinion of the market value of the 'as is' Fee Simple Interest as of December 23, 2021.

Definitions

A glossary of general appraisal terminology is contained in the Addendum. Following are some of the more pertinent definitions that will be used in this appraisal.

Market Value

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source – Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [h].

Appraisal Report

A written report prepared under Standards Rule 2-2(a) of the Uniform Standards of Appraisal Practice, 2020/2021 ed.

Note: This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.

Marketing and Exposure Time

Marketing time is defined by The Dictionary of Real Estate Appraisal 6th Edition as “an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.” Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. Marketing Time and Exposure Time would ordinarily be the same, unless a temporary market condition existed prior to the date of valuation that would not be a factor postdate of value or vice versa. Market influences like a road widening, local or national election could be considered. Sources of support data include national surveys, comparable sales data and broker interviews.



Based on the above information the marketing time for a property such as the subject has been determined to be approximately 6 to 12 months. This estimate is based upon the statistical information above about days on the market and market times gathered through sales verification as well as interviews with commercial real estate brokers in the Iron County area.

Exposure time is presumed to precede the effective date of the appraisal and reflects the estimated length of time the property would need to be offered prior to the date of the appraisal to achieve a market value sale on the effective date of the appraisal. Based on an analysis of market conditions, the exposure time is determined to be 6 to 12 months.

Assessor Parcel Number

B-1441-0000-0000

Legal Description (Per Iron County Assessor Records)

COM AT A PT 19.8 FT W OF SE COR NW1/4SE1/4 SEC 12,T36S,R12W,SLM. W 158.8 RDS, N 74 RDS, E 140 RDS, S 10 RDS, E 18.8 RDS, S 64 RDS TO POB;TOG WITH A 1.2 RD R/W ON E SIDE OF SD LAND; ALSO NE1/4SW1/4 & NW1/4SE1/4 SEC 12,T36S,R12W, SLM DESC REC BK 826/216; SUBJ TO R/W EASE TO UTAH POWER & LIGHT CO REC BK 389/465; SUBJ TO EASE REC BK 517/183; LESS RD DEEDED TO UDOT BK 823/922; ; SUBJ TO EASE & R/W DESC REC BK 826/225. (WAS E-196-1)

Real Property Interest Appraised

The interest appraised arises from Fee Simple ownership.

Property Ownership

I was not provided with a title report. According to Iron County public records the current owner is vested in Southern Utah University.

Current and/or Previous Listing History

The subject is not currently listed for sale and has not been listed for sale within the three years preceding the effective date of this appraisal report according to the MLS and the best of my knowledge.

Current Contract and/or Previous Contract

The subject is not currently under contract and has not been under contract within the three years preceding the effective date of this appraisal report according to the MLS and the best of my knowledge.

Sales History

The subject has not been sold or transferred within the three years preceding the effective date of this appraisal report according to county records.

Important Dates

Date of Value
December 23, 2021

Inspection Date
December 23, 2021

Date of Report
January 12, 2022

Scope of Work

This report is intended to be a narrative appraisal report, as defined by the Appraisal Foundation in the current Uniform Standards of Professional Practice. All data pertinent to the solution of the appraisal problem has been collected, confirmed, and reported. The difficulty of the appraisal problem is reflected in the extent of the Scope of the Appraisal.

To accomplish the stated purpose of the appraisal, a field observation of the subject and the surrounding neighborhood and marketing area was conducted. In addition, extensive research regarding sales, rentals and other information was collected, confirmed, and analyzed to support the valuation analysis. The specific activities included the following:

- **Property Identification**

The subject has been identified by the legal description, assessors' parcel number, and approximate address.



- **Type of Property Observation**

A limited exterior observation of the subject has been made and photographs taken.

- **Problem to be Solved (Purpose of the Appraisal)**

To provide the 'as is' market value to assist with the possibility of selling the property.

- **Zoning**

A limited review of zoning and applicable land use controls has been made.

- **Market Analysis**

A complete analysis of market conditions has been made. I have and maintain access to comprehensive databases for this market area and have reviewed the market for sales and listings relevant to this analysis.

- **Highest & Best Use**

A complete as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible, and financially feasible uses were considered, and the maximally productive use was concluded.

- **Informational Sources**

Assessor records, Treasurer records, zoning map, zoning ordinances, MLS, LoopNet, NAI Excel, Linx Real Estate, Mountain West Commercial, and other relevant information to the subject.

Appraisal Methodology & Valuation

The valuation of commercial real estate is typically based on the traditional approaches to value. These are described as follows.

- **Cost Approach** – The Cost Approach is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct a similar improvement without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or when the improvements are so specialized that there is little or no sales data from comparable properties.
- **Income Capitalization Approach** – The Income Capitalization Approach is based on the principle of anticipation, or the assumption that value is created by the expectation of benefits to be derived in the future, such as expected future income flows. Its premise is that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The Income Capitalization Approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.
- **Direct Sales Comparison Approach** – The Sales Comparison Approach involves the direct comparison of sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general-purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Cost Approach

The cost approach was not developed as the subject site is land only and the cost approach is not applicable.

Sales Comparison Approach

The sales comparison approach was developed as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.



Income Capitalization Approach

The income capitalization approach was not developed as the subject site is land only and the income approach is not applicable.

Hypothetical Conditions

- None.

Extraordinary Assumptions

- This appraisal report relies on the extraordinary assumption that Cedar City sewer lines can be extended to the site. According to Mr. Jonathan Stathis, Cedar City Engineer, a lift station will be required for use of sewer lines. I have estimated the cost of the lift station and sewer line extension to be \$300,000 based off my conversations with Mr. Stathis and developers in the area.

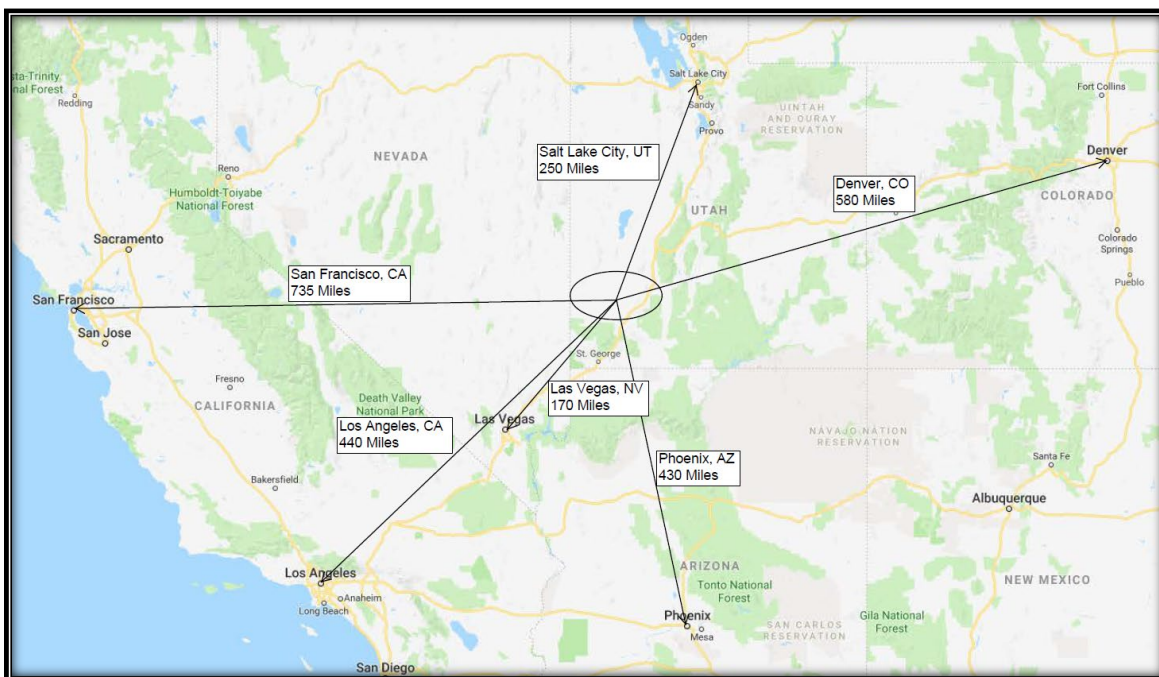
The use of the extraordinary assumption might have affected the assignment results.

Information Not Provided and/or Available

- Title report, deed restrictions, CC&R's, if any.



Regional Information and Macro-Economic Analysis



Iron County is a county in southwestern Utah. Iron County is the ninth-most populous county in Utah. The county seat is Parowan and the largest city is Cedar City. The county was created in 1850 and organized in 1851. It was originally named Little Salt Lake Valley and renamed for the iron mines west of Cedar City.

Iron County borders Beaver County to the north, Garfield County to the east, Kane County to the southeast, Washington County to the south and Lincoln County, Nevada to the west. According to the U.S. Census Bureau, Iron County has total area of 3,301 square miles, of which 3,297 square miles is land and 4.4 square miles is water.

A small part of Zion's National Park extends northward into Iron County, near Kanarraville. Cedar Breaks National Monument is located entirely within the county, near the southeastern corner. The elevation varies from 5,051 feet within the Escalante Desert to 11,307 feet at the Brian Head peak.

Most of the population in Iron County is centered in the southeast corner of the county with the largest population concentration within Cedar City. The remaining area of the county has small communities and a vast amount of open land.

Demographics

Iron County is home to a population of 57,289 people as of the April 1, 2020 census, of which 12.9% are over the age of 65. Females represents 50.1% of the population. There are 22,383 housing units in Iron County with 64.0% being owner-occupied. The average persons per household is 2.97 and 92.9% of the population has a high school degree and 29.8% has a bachelor's or higher.

Economy

According to the State of Utah Department of Workforce Services, the largest employers in Iron County are as follows: 1) Southern Utah University (2,000 to 2,999 employees), 2) Iron County School District (1,000 to



1,999 employees), 3) Intermountain Healthcare (500 to 999 employees), 4) Wal-Mart (250 to 499 employees), 5) State of Utah (250 to 499 employees), 6) United States Government (250 to 499 employees), 7) Genpak (250 to 499 employees), 8) Cedar City (250 to 499 employees), 9) Leavitt Group Enterprises (100 to 249 employees) and, 10) Express Services (100 to 249 employees).

Over the past several years, Iron County has had strong job growth. The Iron County economy tends to mirror the national and state economies but on a much smaller scale. Iron County is poised to have continued job growth and low unemployment in the immediate future.

Climate

Although the climate in Iron County can vary drastically depending on the region within the county, the major population base is within the Cedar City area. The high desert climate contributes to generally clear skies. This area of Iron County enjoys around 255 days of sunshine per year.

The temperature varies from a low in December of 16° to a high of 90° in July. Below is a summary of the low and high average temperature in Cedar City and the total average rainfall and snowfall.

Monthly Climate Averages - Cedar City													
	Annual Avg.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Low	34°	17°	20°	26°	32°	39°	48°	56°	55°	45°	33°	23°	16°
High	65°	42°	46°	54°	62°	72°	83°	90°	87°	79°	66°	52°	42°
Rainfall	11.30"	0.87"	0.98"	1.34"	1.06"	0.79"	0.51"	0.83"	1.14"	0.67"	1.34"	0.94"	0.83"
Snowfall	49"	9"	9"	9"	5"	1"	0"	0"	0"	0"	2"	7"	7"

Transportation

Major Highways in Iron County includes Interstate 15, State Route 14, State Route 143 and State Route 56, State Route 130, State Route 20. Interstate 15 runs north/south through Iron County and is the primary corridor that connects Las Vegas and Los Angeles to the south and Salt Lake City, through Southeast Idaho and Western Montana to the north. Interstate 15 is the primary corridor through Utah, as the majority of the State's population lives along its corridor.

State Route 14 is 41 miles in length and runs in an east/west direction. State Route 14 starts in Cedar City and travels through Cedar Mountain before connecting to Highway 89 in Kane County.

State Route 143 has been designated the Brian Head-Panguitch Lake Scenic Byway as part of the Utah Scenic Byways program. At just over 51 miles long, it connects Parowan to Panguitch while providing access to Brian Head, Cedar Breaks National Monument and Panguitch Lake.

State Route 56 is completely located in Iron County and runs in an east/west direction from Cedar City to the Utah/Nevada border, near Modena. Highway 56 is the primary arterial serving western Iron County.

State Route 130 is a north/south corridor spanning 43 miles and connects the town of Minersville in Beaver County to Cedar City.

The Cedar City Regional Airport is a city-owned, public use airport located two nautical miles from the center of Cedar City. The Cedar City Regional Airport is served by SkyWest Airlines on behalf of Delta Air Lines, which is one of the largest regional airlines in the world and is based in St. George, UT approximately 45 miles southwest of Cedar City. The Cedar City Regional Airport offers services to Salt Lake City, UT.

Healthcare

Cedar City Hospital (formerly Valley View Medical Center) has changed a lot since it replaced the old Iron County Hospital in 1963. The current hospital campus was originally constructed in 2003, and has had major additions in 2006, 2008, 2010 and 2012. Cedar City Hospital is a 48-bed hospital and is nearly 170,000



square feet. Additionally, there are several specialty healthcare facilities in the area. Iron County is well served with healthcare.

Education

Public education is provided by the Iron County School District that offers services from pre-school to 12 grades in addition to post high, adult high and technology school. Iron County School District provides adequate public education throughout Iron County.

Southern Utah University is the only university found in Iron County. Southern Utah University offers more than 50 bachelor's degrees with around 55 minor's, more than 10 graduate degrees and several associate degrees and certificate programs. Southern Utah University has a student body of around 10,000.



Macro-Economic Analysis

By the end of November, the national unemployment rate had decreased by 0.4% with the labor participation rate continuing to remain relatively unchanged at 61.8%. Additionally, the U.S. Private Sector Job Quality Index indicated a decrease in high quality jobs. Consumer confidence decreased roughly two points while consumer sentiment rose. The Fannie Mae Home Purchase Sentiment Index decreased 0.8 points.

The median home sale price rose to a record high, while the number of homes for sale fell to an all-time low, according to a new report from Redfin (redfin.com), the technology-powered real estate brokerage. There are some signs that homebuying may be returning to a more typical seasonal trend as the share of homes sold in one week fell after Thanksgiving more than it has since early September. Pending home sales fell to their lowest level since February.

"Homebuying demand seems to be returning to a slowdown trend that we'd typically expect to see in the last few weeks of the year," said Redfin Chief Economist Daryl Fairweather. "The latest research on the Omicron variant seems to be easing consumers' worst fears, but a lot of uncertainty remains in the economy—from inflation, jobs and wages to how the Fed reacts to those factors. Amid all that economic uncertainty, the notion that home prices will continue to grow in the near term feels relatively certain."

"Motivated by fast-rising rents and the anticipated increase in mortgage rates, consumers that are on strong financial footing are signing contracts to purchase a home sooner rather than later," said Lawrence Yun, NAR's chief economist. "This solid buying is a testament to demand still being relatively high, as it is occurring during a time when inventory is still markedly low."

"The notable gain in October assures that total existing-home sales in 2021 will exceed 6 million, which will shape up to be the best performance in 15 years."

10-Year Treasury Rate

12/13/2021	1.42%
12/10/2021	1.48%
12/9/2021	1.49%
12/8/2021	1.52%
12/7/2021	1.48%
12/6/2021	1.43%
12/3/2021	1.35%
12/2/2021	1.44%
12/1/2021	1.43%
11/30/2021	1.43%
11/29/2021	1.52%
11/26/2021	1.48%
11/24/2021	1.64%
11/23/2021	1.67%
11/22/2021	1.63%
11/19/2021	1.54%
11/18/2021	1.59%
11/17/2021	1.60%
11/16/2021	1.63%
11/15/2021	1.63%
11/12/2021	1.58%
11/10/2021	1.56%
11/9/2021	1.46%

While the market is expected to remain robust, Yun forecasts home prices will rise at a gentler pace over the course of the next several months and expects demand to be milder as mortgage rates increase.

Realtor.com's Hottest Housing Markets data revealed that out of the largest 40 metros, the most improved metros over the past year, as of November 18, were Orlando-Kissimmee-Sanford, Fla.; Jacksonville, Fla.; Tampa-St. Petersburg-Clearwater, Fla.; Dallas-Fort Worth-Arlington, Texas; and Nashville-Davidson, Tenn.

National Unemployment Numbers

The following unemployment data is from the Bureau of Labor Statistics/(www.bls.gov). The current national unemployment rate is 4.2%.

Age: 16 years and over

Years: 2014 to 2021

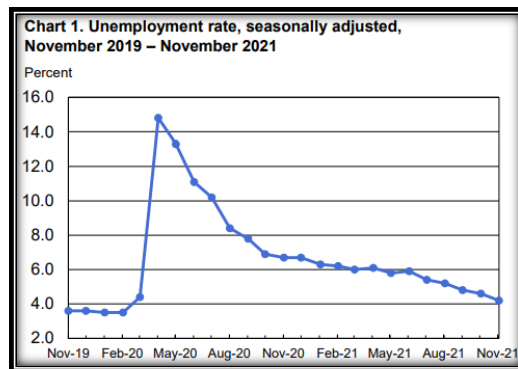
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	6.6	6.7	6.7	6.2	6.2	6.1	6.2	6.2	6.0	5.7	5.8	5.6
2015	5.7	5.5	5.5	5.4	5.5	5.3	5.3	5.1	5.1	5.0	5.0	5.0
2016	4.9	4.9	5.0	5.0	4.7	4.9	4.9	4.9	5.0	4.9	4.6	4.7
2017	4.8	4.7	4.5	4.4	4.3	4.4	4.3	4.4	4.2	4.1	4.1	4.1
2018	4.1	4.1	4.1	3.9	3.8	4.0	3.9	3.9	3.7	3.7	3.7	3.9
2019	4.0	3.8	3.8	3.6	3.6	3.7	3.7	3.7	3.5	3.6	3.5	3.5
2020	3.6	3.5	4.4	14.7	13.3	11.1	10.2	8.4	7.9	6.9	6.7	6.7
2021	6.3	6.2	6.0	6.1	5.8	5.9	5.4	5.2	4.8	4.6	4.2	



The Employment Situation – November 2021

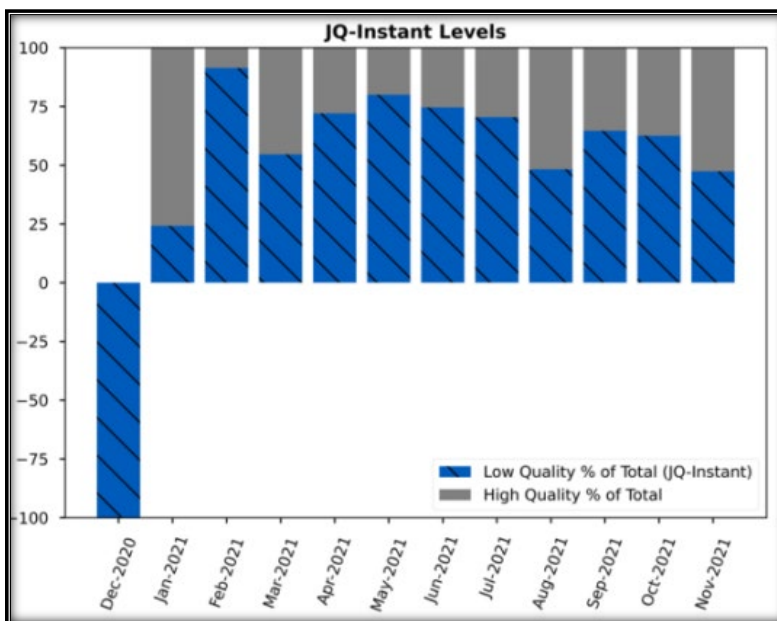
Total nonfarm payroll employment rose by 210,000 in November, and the unemployment rate fell by 0.4 percentage point to 4.2 percent, the U.S. Bureau of Labor Statistics reported. Notable job gains occurred in professional and business services, transportation and warehousing, construction, and manufacturing. Employment in retail trade declined over the month.

The labor participation rate was 61.8 percent in November 2021.



Job Quality Index

The Job Quality Index is an economic metric that was designed to focus on the quality of American jobs versus the quantity which is commonly used as a barometer in labor markets. To calculate the index's value, the researchers split up the jobs created every month into those that pay above average and those that pay below average, and then divide one figure into the other.



Following the release of the Employment Situation Report for November 2021 by the U.S. Bureau of Labor Statistics (BLS), the U.S. Private Sector Job Quality Index (JQI)® has been revised to a level of 81.40, down by -0.85% from its revised level one month earlier and reflecting a slightly higher proportion - relative to the prior month - of U.S. production and non-supervisory (P&NS) jobs paying less than the mean weekly income of all P&NS jobs ("Low Quality Jobs"), relative to those jobs paying above such mean. The JQI remains heavily impacted by the extraordinary disruption in the number and composition of private sector production and non-supervisory jobs since the beginning of the U.S. impact of the COVID19 global pandemic.

Consumer Confidence and Sentiment

The Conference Board Consumer Confidence Index® decreased in November, following an increase in October. The Index now stands at 109.5 (1985=100), down from 111.6 in October. The Present Situation Index—based on consumers' assessment of current business and labor market conditions—fell to 142.5 from 145.5 last month. The Expectations Index—based on consumers' short-term outlook for income, business, and labor market conditions—fell to 87.6 from 89.0.



"Consumer confidence moderated in November, following a gain in October," said Lynn Franco, Senior Director of Economic Indicators at The Conference Board. "Expectations about short-term growth prospects ticked up, but job and income prospects ticked down. Concerns about rising prices—and, to a lesser degree, the Delta variant—were the primary drivers of the slight decline in confidence. Meanwhile, the proportion of consumers planning to purchase homes, automobiles, and major appliances over the next six months decreased. The Conference Board expects this to be a good holiday season for retailers and confidence levels suggest the economic expansion will continue into early 2022. However, both confidence and spending will likely face headwinds from rising prices and a potential resurgence of COVID-19 in the coming months."

Consumer sentiment for the United States rose to 70.4% in November. Sentiment posted a small overall gain in early December (+4.5%), although it was still nearly identical to the average reading in the prior four months (70.6). The more interesting result was the large disparity between monthly gain among households with incomes in the lowest third (+23.6%) of the income distribution compared with the modest losses among households in the middle (-3.8%) and top third (-4.3%). While small differences in the direction of change are rather common, it is quite unusual to record such a large change in the bottom third: a larger one-month percentage was recorded only once before, a gain of 29.2% in June 1980. While it is usually assumed that such extreme changes represent an erroneous result due to small samples, in 1980 it was the households in the bottom income third that initially signaled the end of the first part of the double recession in 1980-82, with upper income households following in subsequent months. The core of the renewed optimism among the bottom third was the expectation of income increases of 2.9% during the year ahead; the last time a higher gain for this group was expected was in 1981. This suggests an emerging wage-price spiral that could propel inflation higher in the years ahead. When directly asked whether inflation or unemployment was the more serious problem facing the nation, 76% selected inflation while just 21% selected unemployment (the balance reported the problems were equal or they couldn't choose). The dominance of inflation over unemployment was true for all income, age, education, region, and political subgroups. While a shift in policy emphasis is necessary, it will be difficult to gauge the right balance between fiscal and monetary policies that both trims inflation and maintains the unemployment rate near its current lows.

Fannie Mae's Home Purchase Sentiment Index (HPSI)

The Fannie Mae (FNMA/OTCQB) Home Purchase Sentiment Index® (HPSI) decreased 0.8 points to 74.7 in November, as consumers expressed not only disparate views of homebuying and home-selling conditions but also their greatest economic pessimism in 10 years. Overall, four of the index's six components decreased month over month. In November, 74% of respondents reported that it's a good time to sell a home, compared to the 29% of consumers who reported that it's a good time to buy. Consumers also continued to report strong expectations that mortgage rates will increase over the next 12 months, and they expressed even greater pessimism about the direction of the economy, with 70% saying it's on the wrong track. Year over year, the full index is down 5.3 points.

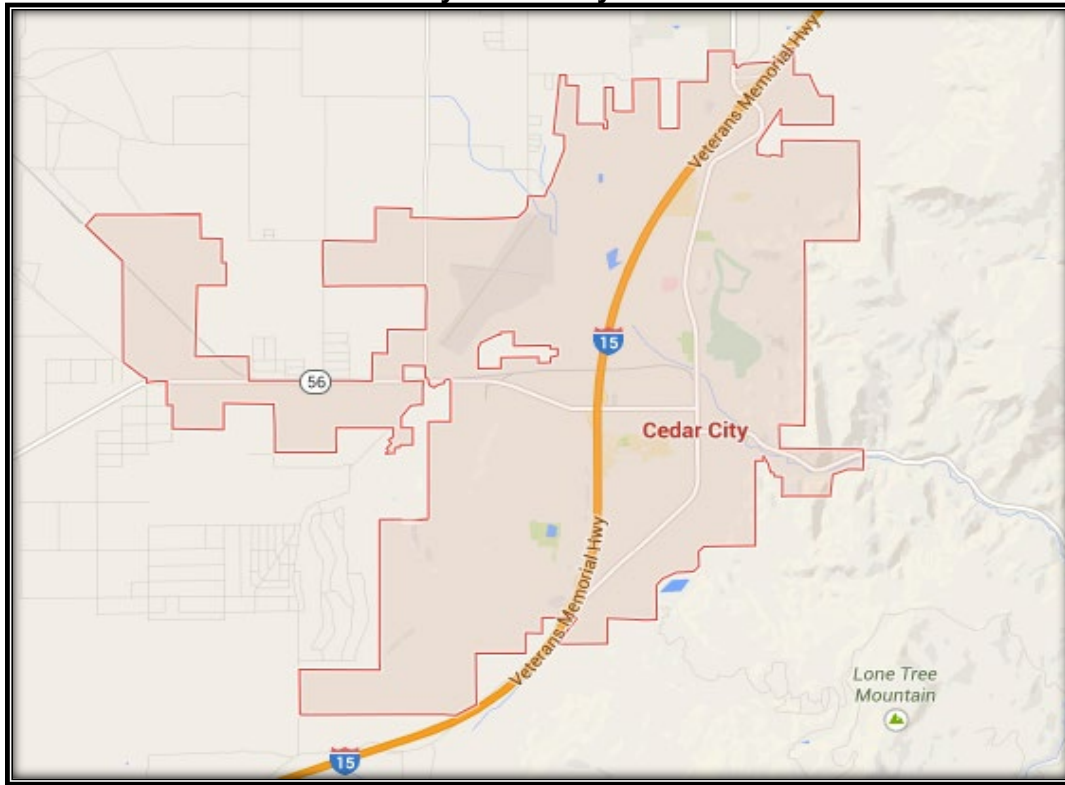
"The HPSI experienced some shuffling among its underlying components in November, but the overall index once again stayed relatively flat," said Mark Palim, Fannie Mae Vice President and Deputy Chief Economist. "While consumers expressed even greater concern regarding the direction of the economy, with the share of respondents expressing pessimism hitting a 10-year high, overall housing sentiment remained stable. Consumers' concerns for their personal job situation have eased and respondents also reported feeling better about their income level compared to a year ago, with both of those components now nearing their pre-COVID levels."

Palim continued: "Even though consumers are reporting broader macroeconomic concerns – with much of it likely tied to inflation – so far any negative sentiment tied to the economy has not translated into a meaningful decrease in actual purchase mortgage demand. According to this month's survey, an even greater share of consumers (particularly those with low and moderate incomes) expects mortgage rates to go up in the next 12 months, which may be a signal that some households plan to pull-forward their home purchase plans despite growing economic apprehension."



Neighborhood Analysis

Outline of Cedar City – Cedar City Limits Filled with Red



Overview

The community of Cedar City is a fairly small community with a population of 28,857 as of the 2010 census that increased to 35,235 as of the 2020 census. Being a small community there are no sub-markets. The two main commercial corridors in Cedar City are 200 North Street and Main Street. 200 North Street runs in an east/west direction and Main Street runs in a north/south direction. Interstate 15 runs through Cedar City in a north/south direction. There are three Interstate 15 interchanges that allow for convenient access throughout Cedar City. Cedar City is the home of Southern Utah University, the Utah Shakespeare Festival and the Utah Summer Games, among other smaller events. Cedar City has proclaimed itself as the Festival City.

Most development is located east of Interstate 15 with development expanding west of Interstate 15 over the past several decades. The area has seen a consistent and steady growth that includes commercial and retail related properties but the most growth has been in the residential market.

Neighborhood Boundaries

North – 4200 North
East – Cedar Mountain
South – Talon Drive
West – 5300 West

The Cedar Valley area consists primarily of residential estates on larger site sizes, agriculture or unimproved land. Limited commercial services are located within the Cedar Valley area. Commercial development is located along 200 North Street and Main Street that includes motels, grocery store, restaurants, convenience stores, retail along with related auto service and highway service type facilities. The commercial center with the greatest amount of synergy is located near the south interchange, east of Interstate 15 and includes anchors Walmart, Walgreens, and Home Depot. Residential development is located throughout



Cedar City. Located west and north of the I-15 is the Cedar Valley that primarily consists of agriculture or large estate style residences. Multi-family improvements are typically found near the center of Cedar City or Schurtz Canyon while Southern Utah University is in the central area of Cedar City.

Trends

Cedar City has become a desirable location and has had a very rapid growth over the past decade or so. Given the rapid growth in the area, most improved inventory has sold and many new and/or subdivision are in various stages of planning. Continued growth and development are likely to continue as long as strong demand remains. Most development has been residential in nature but there has been some retail, office and industrial development.

Access

Access through the Cedar City area is by way of asphalt paved public roadways. Most primary corridors are five lanes, two lanes in each direction with a center turn lane with the intersection at Cross Hollows Road and Royal Hunte Drive being wider to accommodate traffic patterns. Surface streets tend to be two lanes, one lane of travel in each direction. Outside of city limits there are many gravel-maintained roads. Overall, access throughout the area, especially within city limits, is good.

Demographics

According to the Federal Financial Institutions Examination Council the subject is found in census tract 1107.02. Below is a copy of the census report.

2021 FFIEC Geocode Census Report

Selected Tract:
MSA: NA - NA (Outside of MSA)
State: 49 - UTAH
County: 021 - IRON COUNTY
Tract Code: 1107.02

Summary Census Demographic Information

Tract Income Level	Middle
Underserved or Distressed Tract	No
2021 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$74,100
2021 Estimated Tract Median Family Income	\$76,308
2010 Tract Median Family Income	\$66,707
Tract Median Family Income %	102.98
Tract Population	4779
Tract Minority %	11.42
Tract Minority Population	546
Owner-Occupied Units	1256
1- to 4- Family Units	1748

Census Income Information

Tract Income Level	Middle
2010 MSA/MD/statewide non-MSA/MD Median Family Income	\$64,772
2021 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$74,100
% below Poverty Line	13.20
Tract Median Family Income %	102.98
2010 Tract Median Family Income	\$66,707
2021 Estimated Tract Median Family Income	\$76,308
2010 Tract Median Household Income	\$53,221

Census Population Information

Tract Population	4779
Tract Minority %	11.42
Number of Families	1258
Number of Households	1633
Non-Hispanic White Population	4233
Tract Minority Population	546
American Indian Population	23
Asian/Hawaiian/Pacific Islander Population	14
Black Population	2
Hispanic Population	381
Other/Two or More Races Population	126

Census Housing Information

Total Housing Units	1792
1- to 4- Family Units	1748
Median House Age (Years)	14
Owner-Occupied Units	1256
Renter Occupied Units	377
Owner Occupied 1- to 4- Family Units	1253
Inside Principal City?	NO
Vacant Units	159

Employment

There are an adequate number of employment centers in Cedar City. Employment centers tend to be located along the primary corridors or in the central Cedar City area. Additionally, there are several Cedar City residents that commute to the Greater St. George area for employment. Overall, there is adequate employment opportunities in the area.

Religious Facilities

There are a number of churches scattered throughout the Cedar City area. A fairly wide variety of religious denominations are found within the Cedar City area and are most are within city limits of either Cedar City or the bedroom community of Enoch.



Education

Iron County School District offers public education. The area is adequately serviced by public education. Southern Utah University offers higher education in the area and is located in central Cedar City.

Recreational

The Cedar City area is widely known for recreation. Cedar City offers numerous public parks and a stocked fishing pond, as well as an aquatic center. Additionally, there is a public golf course serving the area. Outside of city limits there is a larger amount of ATV trails, hiking trails, camping, and hunting. The Utah Shakespeare Festival is in Cedar City and is recognized as one of the best professional theater events in the nation. Cedar Breaks National Monument is located 30 minutes from Cedar City. Snow skiing is about 25 minutes away at Brian Head. Kolob Canyon and Zion's National Park are conveniently located south and east.

Public Services and Protection

Cedar City provides public utilities in the way of water and sewer while Rocky Mountain Power and Dominion Energy offer electricity and natural gas, respectively. Cedar City and Enoch City offer city run police services with subsidized service from the Iron County Sheriff's Office. Fire protection to the area is provided by Cedar City and is subsidized by volunteer fire protection from several small communities in the area. Overall, the area is well serviced with public utilities, police, and fire protection.



Market Analysis

General Market Conditions

Area Description & Boundaries

The neighborhood boundaries extend from 4200 North to Talon Drive on a north south axis and from Cedar Mountain to 5300 West on an east west axis. The neighborhood includes the entire community of Cedar City.

Area & Property Use Characteristics

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Population Trend	<input checked="" type="checkbox"/> Up	<input type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Build Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Trend	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Built Up <input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Personal Income Level	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Retail Sales	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	New Construction	<input checked="" type="checkbox"/> Up	<input type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Vacancy Trend	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Vacancy Trend	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Change in Economic Base	<input type="checkbox"/> Likely	<input checked="" type="checkbox"/> Unlikely	<input type="checkbox"/> Taking Place	Rental Demand	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn

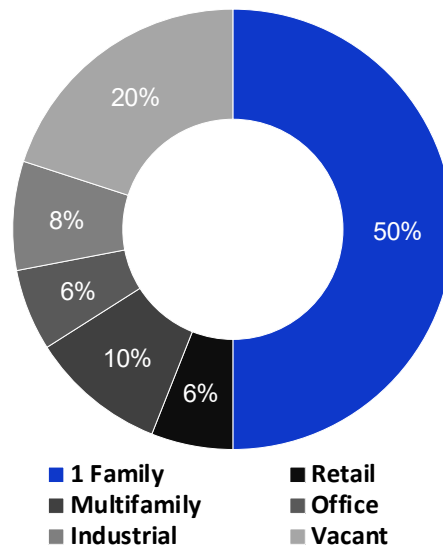
Land Use Trends

Present Land Use	Supply/Demand			Vacancy
	Under	In Bal.	Over	
50% 1 Family	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2%
6% Retail	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4%
10% Multifamily	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2%
6% Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4%
8% Industrial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3%
20% Vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
100%				

Change in Land Use	Likely	<input type="checkbox"/>
	Not Likely	<input type="checkbox"/>
	Taking Place	<input type="checkbox"/>

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, north Cedar, and Schurtz Canyon. Overall, residential development is increasing with multiple new subdivisions in various stages of development.

Land Use



Adjacent Property Use

Adjacent property uses include Highway 56 and industrial to the north, agriculture and residential to the east, unimproved land to the south, and industrial land and residential to the west.



Population Growth and Trends

According to the U.S. Census Bureau the population of Iron County was 46,163 as of 2010 and is 57,289 as of 2020 census, an increase of 24.10% total or 2.41% per year. According to the Kem C. Gardner Policy Institute it was projected that Iron County could expect an annual growth rate of 1.92% through 2030. It is estimated that Iron County will increase in population by 17,735 between the years 2010 and 2030. This would be a 38.42% increase from 46,163 people in 2010 to 63,898 people in 2030, an increase of 1.92% per year. Given the actual 2.41% change per year from 2010 to 2020 and the demographers expected growth, it is likely that Iron County will meet the expectations of strong growth for the foreseeable future.

Geography	2010, Census	2030, Projected	% Change
Sanpete County	27,822	36,158	30%
Unitah County	32,588	43,981	35%
Summit County	36,324	50,558	39%
Iron County	46,163	63,898	38%
Box Elder County	49,975	64,263	29%
Tooele County	58,218	93,258	60%

<https://gardner.utah.edu/demographics/population-projections/>

The table above is prepared using data from the Kem C. Gardner Policy Institute. The table indicates the projected population of six similarly sized counties by 2030. Based off the projected population in Iron County, Iron County is expected to have the 8th largest percentage increase when compared with the other 29 counties in Utah between 2010 and 2030. Iron County is projected to add over 17,735 people during that time.

This growth rate is expected to continue in the foreseeable future according to the Kem C. Gardner Policy Institute. Increasing population growth promotes increased demand for new residential building sites and new demand for commercial development.

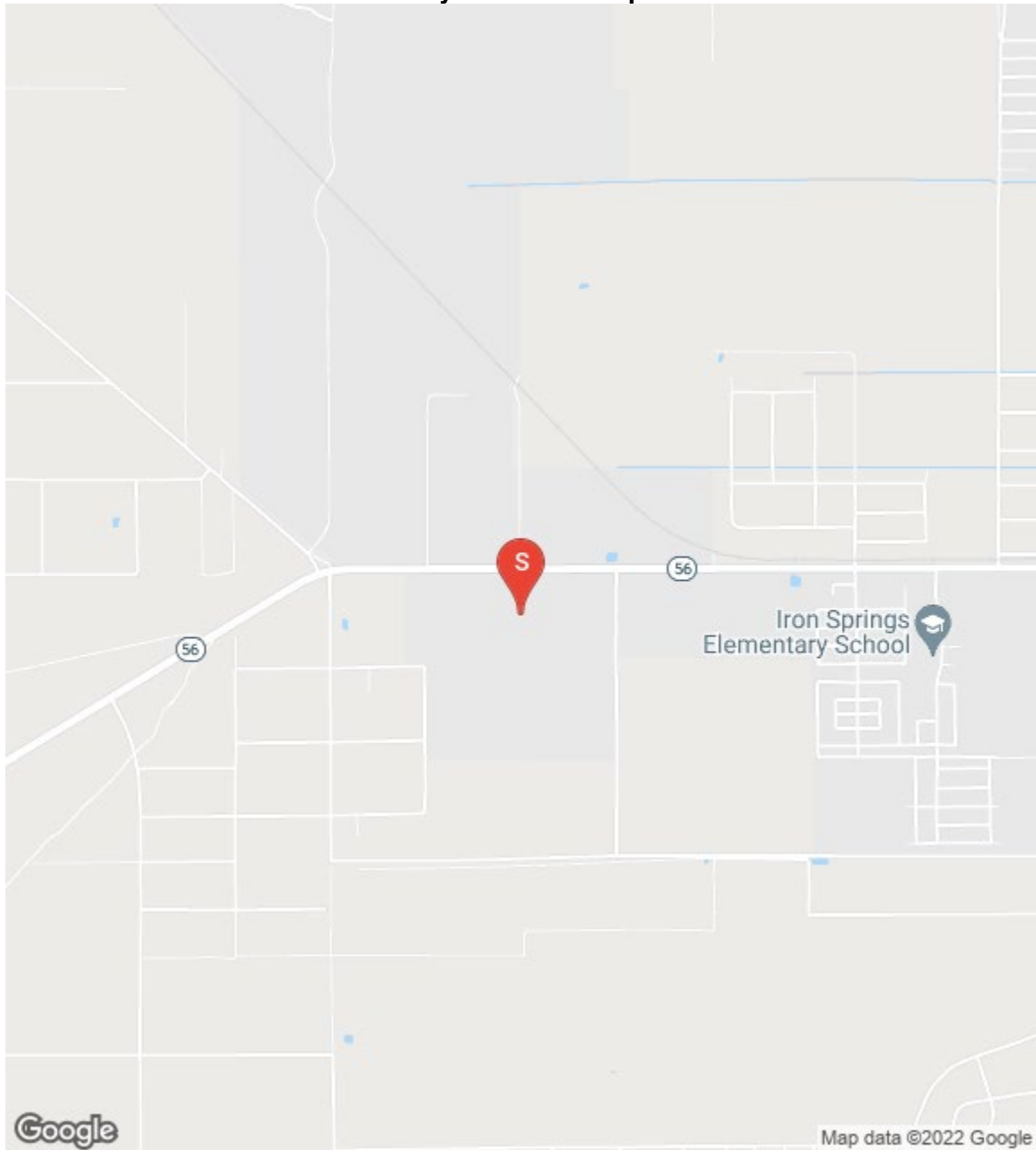
The Utah Department of Workforce Services stated the following regarding the economy of Iron County, updated on October 19, 2021.

"Iron County made a rapid recovery from the pandemic recession. It began growing jobs as early as the summer of 2020. Between June 2019 and June 2020, Iron County's nonfarm jobs increased by a whopping 11%--that's an average of 5.5% per year in the midst of the national pandemic recession. Almost all major industrial sectors have joined in the job-creation joy. Not surprisingly, Iron County's unemployment rate has plummeted, registering a mere 2.3% in September 2021. The county's prime economic struggle is finding sufficient workers to fuel the expansion. The building sector continued to ignore any slowdown. Both residential and nonresidential permit values are up dramatically from 2020, when the county approved the highest number of permits ever. In addition, stimulus dollars continued to drive sales up 31% in second quarter. If possible, rapid growth provides the primary economic dilemma in Iron County."

Site Description

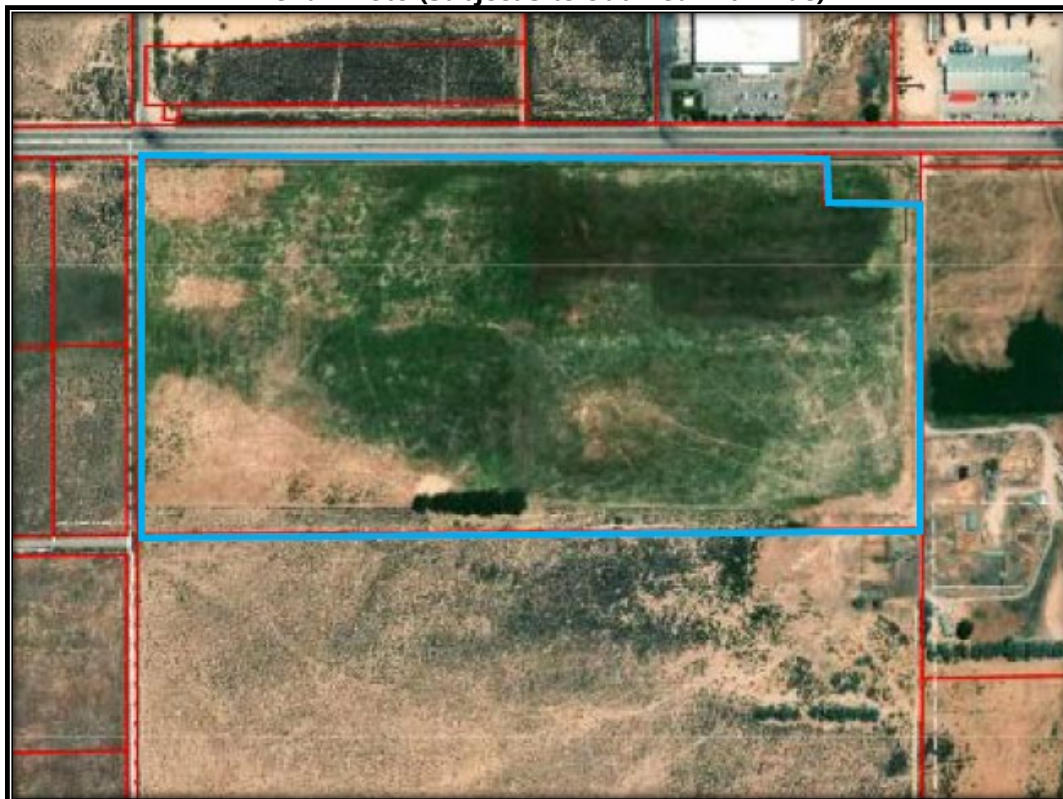
The following is based on my property observation, Assessor's records and other pertinent information provided by the client and owner.

Subject Location Map

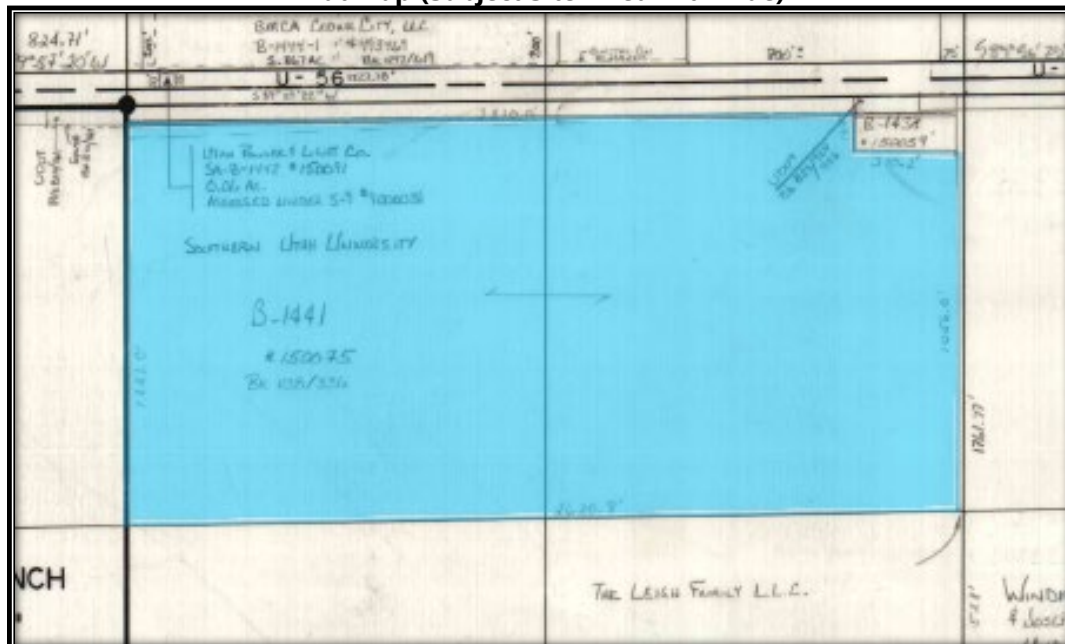




Aerial Photo (Subject Site Outlined with Blue)



Plat Map (Subject Site Filled with Blue)



General Data

Location:	The subject is located midblock of Highway 56.
Address:	Approximately 4751 W. Highway 56, Cedar City, Utah 84720
Assessor Parcel No.:	B-1441-0000-0000



Current Use of Site: Unimproved land

Adjacent Land Uses

North: Highway 56 and industrial
East: Residential
South: Unimproved land
West: Industrial land and residential

Physical Characteristics

Site Size: 72.27 acres; 3,148,081 square feet
Shape: Irregular
Topography: Generally level
Visibility: Average
Parcel Type: The site is a corner lot.
View: Average

Access

Street Name: Highway 56
Street Type: Asphalt paved state owned and maintained roadway with five lanes, two lanes in each direction and a center turn lane.
Curb Cuts: None – Soft shoulder
Signalized Intersection: No
Overall Access: Average

Site Improvements

Street Lighting: None
Sidewalks: None
Curb & Gutter: None

Utilities

Water: Cedar City
Sewer: Cedar City - Requires extension of approximately 125' across Highway 56 and a pump station.
Electricity: Rocky Mountain Power
Natural Gas: Dominion Energy

Flood Zone Data

FEMA Map No.: 4900730725B
FEMA Map Date: July 17, 1986
FEMA Flood Zone: C - The site is not located in a flood hazard area.
FEMA Flood Zone Summary: Flood Zone C is an area of minimal flood hazard usually depicted on FIRMs as above the 500-year flood level.



Flood Map



Soil Conditions

According to the U.S. Department of Agriculture, Natural Resources Conservation Service web soil survey, the predominant soils found on the site are ashdown clay loam, medburn sandy loam, and calcross silty clay loam. Provided the nearby development, the site is assumed to be capable of supporting development.

Environmental Issues

An environmental site assessment has not been completed for the site. No suspicious materials that would suggest any environmental contamination was noted during the observation; however, this does not preclude the possibility that contamination exists on the site, on nearby sites or in the subject's construction materials. I am not an expert in this field and express no opinion about the possible absence or presence of contamination. The property is appraised under the assumption that no contamination exists.

Easements & Encroachments

A title report for the subject has not been completed. Overhead powerlines run along the northern and eastern boundary of the site. The overhead powerlines do not appear to adversely affect the site. Other than the



overhead powerlines, no other easements or encroachments that would limit the marketability of the subject were noted. The site is assumed to have typical easements for ingress/egress and utilities which have no measurable impact on the property.

Wetlands/Watershed

According to the U.S. Fish and Wildlife, National Wetlands Inventory Map, there are no wetlands or watershed areas affecting the site.

Zoning Information

Zoning Authority:

Cedar City

Zoning Code:

I&M-1

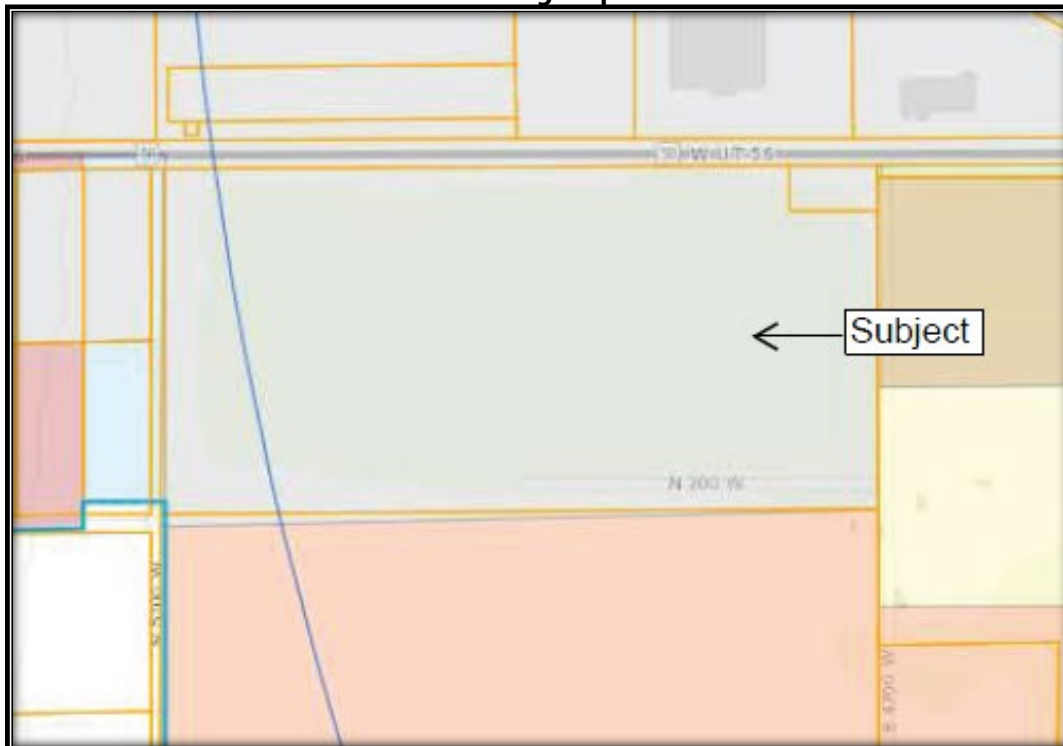
Zoning Description:

Industrial & Manufacturing

Zoning Purpose:

The I&M-1 Zone has been established as a district in which the primary use of the land is manufacturing, fabricating, processing and warehousing establishments. This zone is characterized by flat, open land particularly suited for industrial uses because of the proximity to railroad tracks and streets and the availability of utilities necessary for successful industrial use. Representative of the uses within this zone are manufacturing and fabrication and processing, storage warehousing, and wholesale distribution and railroad trackage switch yards and terminal facilities. Uses which give rise to excessive noise, vibration, smoke, odor, dust, fumes, or danger of explosion have been excluded from this zone.

Zoning Map





Assessment & Tax Data

According to the Utah Tax Commission webpage, the Utah State Tax Commission administers property taxes in the State of Utah. The local government is responsible for the appraisal and assessment of each property. Properties are appraised at 100% of its "fair market value," which is theoretically the value at which the property would sell for on the open real estate market. This process is aimed for uniform valuations, meaning that similar properties should have similar values. The standards of fair market value and uniform valuations are requirements of the Utah Constitution. Residential properties that serve as someone's primary residence receive an exemption of 45% of fair market value. As a result, the primary residence is only assessed and taxed based on the remaining 55% of its fair market value. Commercial properties are assessed and taxed based on 100% of its fair market value.

The subject's assessed values, applicable tax rates and total taxes including direct assessments, are shown in the following chart:

Taxing Authority: Iron County

Assessment Year: 2021

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total Assessment	Tax Rate	Taxes
B-1441-0000-0000	\$0	\$0	\$0	0.009193	\$0.00

The subject property is publicly owned by Southern Utah University and as such is not assessed and no real estate taxes are noted. If the site were to be purchased privately, the site would be assessed with the noted tax rate applied to determine the real estate taxes.



Subject Photographs



Northwest Corner Facing South



Northwest Corner Facing East



Northeast Corner Facing West



Northeast Corner Facing South



Southeast Corner Facing North



Southeast Corner Facing Northwest



Southeast Corner Facing West



Southwest Corner Facing East



Southwest Corner Facing Northeast



Highway 56 Facing East



Highway 56 Facing West



Highest & Best Use

The highest and best use of a property is "the reasonably probable use that results in the highest value. The four criteria that the highest best use must meet are legal permissibility, physical possibility, financial feasibility, and maximally productive."

Source: The Dictionary of Real Estate Appraisal, 6th Edition by The Appraisal Institute

Two procedures are used to determine a property's highest and best use. The first is an analysis of the site as vacant. The second is an analysis of any proposed or existing improvements and their influence upon the site's highest and best use. The use(s) concluded in the analyses to be highest and best must meet the four required criteria of legally permissible, physically possible, financially feasible, and maximally productive. Definitions from The Dictionary of Real Estate Appraisal 6th Edition for the four requirements are found below:

Legal Permissibility – A property use that is either currently allowed or most probably allowable under zoning codes, building codes, environmental regulations, and other applicable laws and regulations that govern land use.

Physical Possibility – For a land use to be considered physically possible, the parcel of land must be able to accommodate the construction of any building that would be a candidate for the ideal improvement.

Financial Feasibility – For a land use to be considered financially feasible, the value of the land use must exceed costs.

Maximally Productive – To achieve maximum productivity, a specific land use must yield the highest value of all the physically possible, legally permissible, and financially feasible possible uses.

Improved properties may have a highest and best use that is different than the existing use. The existing use will generally continue until land value exceeds the total value of the property in its existing use plus demolition costs.



Analysis of Highest & Best Use As If Vacant

Legally Permissible

Legal restrictions are typically associated with public concerns of zoning, building codes, environmental regulations and other applicable laws and regulations that govern the land. The subject is zoned I&M-1 which is a Industrial & Manufacturing per Cedar City. The I&M-1 Zone has been established as a district in which the primary use of the land is manufacturing, fabricating, processing and warehousing establishments. This zone is characterized by flat, open land particularly suited for industrial uses because of the proximity to railroad tracks and streets and the availability of utilities necessary for successful industrial use. Representative of the uses within this zone are manufacturing and fabrication and processing, storage warehousing, and wholesale distribution and railroad trackage switch yards and terminal facilities. Uses which give rise to excessive noise, vibration, smoke, odor, dust, fumes, or danger of explosion have been excluded from this zone. Additionally, the site is located in the AIZ (Airport Influence Zone) of the Cedar City Municipal Airport which poses some limited restrictions on the site. In addition to zoning, Cedar City enforces local building codes to ensure a minimum level of construction be satisfied. Other than zoning and local building codes, I am unaware of any other legal restrictions affecting the site.

Physically Possible

The subject consists of a single parcel that is 72.27 acres in size, has an irregular shape, and has a generally level topography that is near grade of adjoining streets and properties. The site has soils that are assumed to be capable of supporting development and has legal access from asphalt paved Highway 56. The site is located outside of the flood hazard area, has average physical features, and appears to be fully usable. Power and water are available to the site, but sewer will require approximately 125' extension across Highway 56. Additionally, the sewer will not be gravity fed and will require a pump station for any development to occur. From a physical perspective, the site is capable of accommodating many uses within the confines of the size but will require additional offsite and onsite improvements.

Financially Feasible

The subject site is located in an average location with average demographic characteristics and is in an area that has had relatively rapid growth. Given the legal and physical considerations, the highest and best use of the subject would be for industrial development. Inventories of improved industrial building lots have declined to the point that there is some demand for additional improved industrial sites. Although the site is located in fairly close proximity to Port 15, Port 15 has historically underperformed as the asking price point is higher than the market is willing to bear and the site sizes tend to be larger than required by many users. Thus, any development of the site will have to be priced near or less than the price point of improved industrial sites located within the Coal Creek and Airport Industrial locations. Thus, pricing of any improved industrial site is of primary concern to ensure financial feasibility. Additionally, sites should range in size from 0.50 acre to approximately 2 acres to ensure the largest market of participants. Given the demand and growth in the area, it appears to be financially feasible to develop the site into an industrial park. However, the site is rather larger being 72.27 acres in size. Any development of the site should occur in phases to maximize the financial viability and limit associated risk.

Maximally Productive

The maximally productive use of the site by definition is the single use which returns the most value to the land. In this case that use would be to develop the site into an industrial park with site sizes ranging from 0.50 acre to 2 acres in size would maximize the use, albeit the cost to develop is extremely sensitive and the improved lots need to be able to sell for more than the cost to develop. The site is large enough that any development should occur in phases to limit risk and maximize financial feasibility.

Conclusion of Highest and Best Use As Vacant

After considering the legal permissibility, physical possibilities, and financial feasibility of the site, the maximally productive use is for development of an industrial park with site sizes ranging from 0.50 acre to 2 acres and develop in phases to limit risk.

Most Probable Buyer/User

As of the effective date the most probable buyer is a developer and the most probable user would be to market the improved industrial sites to end users.



Land Valuation

Land is valued using the sales comparison approach. This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same utility. In the following analysis, the opinion of market value is based on listings, pending sales and sales of properties similar to the subject property.

A systematic procedure for applying the sales comparison approach includes the following steps: 1) researching and verifying transactional data, 2) selecting relevant units of comparison, 3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and 4) reconciling the adjusted sales into a value indication of the subject site.

Elements of Comparison

Elements of comparison are characteristics of properties and transactions that cause the prices of real estate to vary. The main elements of comparison in the sales comparison analysis are as follows: 1) real property rights conveyed, 2) financing terms, 3) conditions of sale, 4) expenditures made immediately after purchase, 5) market conditions, 6) location, 7) physical characteristics, 8) economic characteristics, and 9) zoning/use.

Comparable Sales Data

I researched public records and other sources and interviewed knowledgeable real estate professionals in the area to identify and verify sales and listings of properties that are comparable to the subject. The comparable sales are adjusted to the subject: if the comparable sale was superior to the subject, I applied a negative adjustment to the comparable sale. A positive adjustment to the comparable property has been applied if it were inferior to the subject.

Unit of Comparison

The unit of comparison depends on the land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is price/acres.

I have researched five comparable sales for this analysis; these are documented on the following pages followed by a location map and sales analysis grid. All sales have been researched and verified by a party to the transaction.



Land Comparable 1



Transaction

ID	2306	Date	7/1/2021
Address	530 N. 5660 W.	Price	\$650,000
City	Cedar City	Price per Acre	\$23,239
State	UT	Financing	Cash Equiv
Tax ID	E-0166-0000-0000	Property Rights	Fee Simple
Grantor	Armburst Properties LLC	Book/Page or Reference Doc	772525
Grantee	Wehold LLC	Verification	Carl Timpson-Buyer, MLS 69949, Cnty Records
Sale Notes	None noted in past year.		

Site

Acres	27.97	Topography	Generally Level
Land SF	1,218,373	Zoning	LI
Road Frontage	Iron Springs Road	Flood Zone	C
Shape	Irregular	Encumbrance or Easement	None Reported
Utilities	To Site	Environmental Issues	None Reported

Comments

This property consists of a single parcel that is 27.97 acres in size, has an irregular in shape, and has a generally level topography that is near grade of adjoining streets and properties. The site has asphalt paved access from Iron Springs Road with 377' of frontage. The site has all utilities available that are typical of the area, soils that are assumed to be capable of supporting development, and is located outside of the flood hazard area. The site has average physical features and appears to be fully usable.



Land Comparable 2



Transaction

ID	2307	Date	4/13/2021
Address	689 N. Airport Rd.	Price	\$450,000
City	Cedar City	Price per Acre	\$30,000
State	UT	Financing	Cash Equiv
Tax ID	D-0967-0002-0000 and D-0967-0003-0000	Property Rights	Fee Simple
Grantor	Paul R Trust et al	Book/Page or Reference Doc	766680
Grantee	Candor Development	Verification	Rick Lunt-Broker, Closing Statement, County Records
Sale Notes	None noted in past year.		

Site

Acres	15.00	Topography	Generally Level
Land SF	653,400	Zoning	LI
Road Frontage	Airport Road	Flood Zone	C
Shape	Rectangular	Encumbrance or Easement	None Reported
Utilities	To Site	Environmental Issues	None Reported

Comments

This property consists of two contiguous parcels with a total of 15 acres. The site has a rectangular shape, generally level topography, and is near grade of adjoining streets and properties. The site has all utilities, asphalt paved access, soils that are assumed to be capable of supporting development, and is located outside of the flood hazard area. The site has average physical features and appears to be fully usable.



Land Comparable 3



Transaction

ID	562	Date	9/28/2020
Address	750 N. 1450 W.	Price	\$482,160
City	Cedar City	Price per Acre	\$56,000
State	UT	Financing	Cash Equiv
Tax ID	B-1235-0001-0000	Property Rights	Fee Simple
Grantor	Dwayne J. and Norma S. Thompson	Book/Page or Reference Doc	753519
Grantee	Building Zone Industries LLC	Verification	Dan Roberts-Broker, MLS 80521, Cnty Records
Sale Notes	No sales noted within past year.		

Site

Acres	8.61	Topography	Generally Level
Land SF	375,052	Zoning	I&M-1
Road Frontage	None	Flood Zone	X500
Shape	Trapezoid	Encumbrance or Easement	Overhead Powerlines
Utilities	Partial	Environmental Issues	None Reported

Comments

This property is a single parcel of land located east of Airport Road in Cedar City. This parcel has a trapezoidal shape, a site size of 8.61 acres, and is generally level. The site has legal access from an unmaintained gravel road and is near grade of adjoining properties. Approximately 1.17 acres of the site is encumbered by overhead powerlines running in a north/south direction. The overhead powerline easement adversely impacts the development potential of the site and does not allow any vertical construction within the easement area. This property has power and sewer to the site but water requires an extension.



Land Comparable 4



Transaction

ID	864	Date	9/22/2020
Address	Lots 1-3 Block D	Price	\$228,000
City	Cedar City	Price per Acre	\$22,353
State	UT	Financing	Cash Equiv
Tax ID	B-1484-000D-0001	Property Rights	Fee Simple
Grantor	Hibler Living Trust	Book/Page or Reference Doc	753033
Grantee	Black Cat Properties	Verification	MLS 83350, Cnty Records
Sale Notes	No prior sales noted within past year.		

Site

Acres	10.20	Topography	Generally Level
Land SF	444,312	Zoning	I&M-1
Road Frontage	Highway 56	Flood Zone	C
Shape	Rectangular	Encumbrance or Easement	None Reported
Utilities	Power	Environmental Issues	None Reported

Comments

This property is located on the south side of Highway 56 and has Highway 56 access and visibility. The site consists of three contiguous parcels that total 10.20 acres and are generally level. The site is rectangular in shape and near grade of adjoining properties. The site has adequate asphalt paved access and will require sewer and water extension. The three parcels were listed separately but sold to the same buyer.



Land Comparable 5



Transaction

ID	1098	Date	12/23/2021
Address	3310 W. 600 N.	Price	\$1,649,900
City	Cedar City	Price per Acre	\$41,248
State	UT		
Tax ID	B-1448-0000-0000	Property Rights	Fee Simple
Grantor	Smead Manufacturing Company		
		Verification	Jennifer Davis-Agent, MLS #86407, County Records

Sale Notes No prior sales noted within past year.

Site

Acres	40.00	Topography	Generally Level
Land SF	1,742,400	Zoning	I&M-1
Road Frontage	600 North	Flood Zone	B
Shape	Square	Encumbrance or	None Reported
Utilities	To Site	Environmental Issues	None Reported

Comments

This parcel is located directly north of Smead Manufacturing. This site consists of a single parcel that is 40 acres in size, has a square shape, and has a generally level topography that is near grade of adjoining streets and properties. The site has asphalt paved access that will have to be improved with development and all utilities are to the site. The site has soils that are assumed to be capable of supporting development and is located in flood zone B, which is an area of moderate flood hazard. The site has average physical features and appears to be fully usable.



Comparable Sales Location Map





Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5	
Address	4751 W. Highway 56	530 N. 5660 W.		689 N. Airport Rd.		750 N. 1450 W.		Lots 1-3 Block D Thorley Ranch		3310 W. 600 N.	
City	Cedar City	Cedar City		Cedar City		Cedar City		Cedar City		Cedar City	
State	UT	UT		UT		UT		UT		UT	
Date	12/23/2021	7/1/2021		4/13/2021		9/28/2020		9/22/2020		12/23/2021	
Price	--	\$650,000		\$450,000		\$482,160		\$228,000		\$1,649,900	
Acres	72.27	27.97		15.00		8.61		10.20		40.00	
Acre Unit Price	\$0	\$23,239		\$30,000		\$56,000		\$22,353		\$41,248	
Transaction Adjustments											
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing		Cash Equiv	0.0%	Cash Equiv	0.0%	Cash Equiv	0.0%	Cash Equiv	0.0%	Pending	0.0%
Conditions of Sale		Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Pending	-10.0%
Expend. After Sale		\$0		\$0		\$0		\$0		\$0	
Adjusted Acre Unit Price		\$23,239		\$30,000		\$56,000		\$22,353		\$37,123	
Market Trends Through	12/23/2021 6.0%	2.8%		4.1%		7.5%		7.6%		0.0%	
Adjusted Acre Unit Price		\$23,898		\$31,241		\$60,181		\$24,045		\$37,123	
Location	Cedar City	Cedar City-Unincorp.		Cedar City-		Cedar City		Cedar City		Cedar City	
% Adjustment		15%		15%		0%		0%		0%	
\$ Adjustment		\$3,585		\$4,686		\$0		\$0		\$0	
Visibility	Highway 56	Iron Springs Rd.		Airport Road		1450 West		Highway 56		600 North	
% Adjustment		20%		0%		0%		0%		0%	
\$ Adjustment		\$4,780		\$0		\$0		\$0		\$0	
Access	Asphalt	Asphalt		Asphalt		Gravel		Asphalt		Asphalt	
% Adjustment		0%		0%		10%		0%		0%	
\$ Adjustment		\$0		\$0		\$6,018		\$0		\$0	
Acres	72.27	27.97		15.00		8.61		10.20		40.00	
% Adjustment		-10%		-10%		-20%		-10%		-5%	
\$ Adjustment		-\$2,390		-\$3,124		-\$12,036		-\$2,404		-\$1,856	
Topography	Generally Level	Generally Level		Generally Level		Generally Level		Generally Level		Generally Level	
% Adjustment		0%		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Shape	Irregular	Irregular		Rectangular		Trapezoid		Rectangular		Square	
% Adjustment		0%		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Utilities	To Site	To Site		To Site		Partial		Power		To Site	
% Adjustment		0%		0%		10%		15%		0%	
\$ Adjustment		\$0		\$0		\$6,018		\$3,607		\$0	
Zoning	I&M-1	LI		LI		I&M-1		I&M-1		I&M-1	
% Adjustment		0%		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0		\$0	
Adjusted Acre Unit Price		\$29,872		\$32,804		\$60,181		\$25,247		\$35,267	
Net Adjustments		25.0%		5.0%		0.0%		5.0%		-5.0%	
Gross Adjustments		45.0%		25.0%		40.0%		25.0%		5.0%	

Transactional Adjustments

Transactional adjustments include: 1) real property rights conveyed, 2) financing terms, 3) conditions of sale, and 4) expenditures made immediately after purchase. These items are applied to the application property adjustments.

Property Rights Conveyed

The estimate of market value for the subject property is based on Fee Simple Interest. I have searched for sales that sold under similar conveyance. All sales used in this analysis are Fee Simple Interest with no adjustments required for property rights conveyed.



Terms/Financing

The estimate of market value for the subject property is based on all cash or terms equivalent to cash. All sales used in this analysis were all cash sales or considered equivalent to cash and require no adjustment for financing terms.

Conditions of Sale

Adjustments for condition of sale are typically required if the seller/buyer was atypically motivated which has skewed the sales price. In this case, all the comparables are considered to be market-based transactions with no condition of sale adjustments required. It is noted that Pending Sale 5 is currently under contract. The contract price is unknown and a list to sales price adjustment is made as Pending Sale 5 has been listed for an extended period prior to going under contract, implying a likelihood that the contract price is lower than the list price.

Adjustments for Immediate Expenditures

A knowledgeable buyer considers the needed expenditures to make the site usable because these costs affect the price the buyer agrees to pay. Such expenditures may include: cost to demolish or remove improvements, costs to rezone the property, costs to extend utilities or to improve roadways to the property, etc. None of the comparables required adjustments for expenditures of this nature.

Market Conditions

Market conditions are generally improving in the Iron County area. The outbreak of COVID-19 did create some uncertainty in the market. We have interviewed numerous real estate professionals, market participants, and developers in the area, as well as we have participated in several national webinars. There is clear evidence that the market has not been adversely impacted by the COVID-19 pandemic, rather evidence suggests that the market has appreciated since the onset of COVID-19. Although evidence exists to show that the market has improved since the onset of COVID-19, the market is fluid and can act quickly both rationally and irrationally in the future. Further, all comparables provided in this analysis have sold or will sell since the onset of COVID-19. As the market has improved over the past several years, a 6% per annum market condition adjustment is applied to the comparables. The 6% per annum market condition adjustment is at the lower end of the market data for market conditions.

Physical Characteristics

If the physical characteristics of a comparable property and the subject property differ, each of the differences may require comparison and adjustment to the comparable. The most notable physical differences for comparable sales in the market include:

Location

The subject is located on the western periphery of Cedar City and within Cedar City limits. Sale 1 is located further west of the subject and is located in an unincorporated area of Iron County. Sale 1 is adjusted upwards for its inferior location. Sale 2 is located in a pocket unincorporated area of Iron County and is adjusted upwards for its inferior location. Sales 3, 4, and Pending Sale 5 are all located within Cedar City limits and in a similar and competing location to the subject with no location adjustment required.

Visibility

The subject has frontage and visibility from Highway 56, the primary east/west corridor in the area. Sale 1 is a flag lot located on Iron Springs Road and is adjusted upwards for its inferior visibility. Sales 2, 3, 4, and Pending Sale 5 are all located in an area with similar visibility with no visibility adjustment required. It is noted that Sale 3 has inferior visibility but was purchased by an adjoining property owner that has frontage and visibility from Airport Road and therefore does not require a visibility adjustment.

Access

The subject has asphalt paved access. Sales 1, 2, 4, and Pending Sale 5 all have similar asphalt paved access with no access adjustment required. Sale 3 has legal access from a gravel road and is adjusted upwards for its inferior access.



Acres

In general, smaller parcels tend to sell for a higher unit of measure than larger parcels. This is consistent with the general economic theory of marginal utility. The higher price results in fewer available buyers who either need the property or can afford it. This reduced demand results in a slightly lower price per unit of measure. The subject site is 72.27 acres in size, which is much larger than most users require. As such, the subject is likely to be subdivided into smaller phases and/or parcels. I made an effort to provide larger industrial sales with the largest industrial land sales being provided. Even with searching specifically for larger industrial sites, I was unable to find a single comparable that was as large or larger than the subject. As such, all comparables are smaller in size and are adjusted downwards for their superior site size respectively.

Topography

The subject and all comparables have a generally level topography with no topography adjustment required.

Shape

The subject has an irregular shape but is large enough that the shape does not adversely impact the site. The comparables vary in terms of shape but all are large enough that their respective shape does not adversely impact their development potential with no shape adjustment required.

Utilities

As noted throughout this appraisal report, the subject will require sewer extension and a lift station. In the table above, the subject indicates that all utilities are to the site. I have noted that the subject has all utilities because the majority of the comparables have sold with all utilities. Therefore, after determining a value for the subject as if all utilities are available, I will deduct the estimated cost to extend the sewer lines, lift station and account for associated risk and entrepreneurial incentive. Considering all utilities are available to the site in this analysis is the most accurate way of analyzing the property. As such, Sales 1, 2 and Pending Sale 5 have all utilities to their respective sites and do not require any adjustment. Sales 3 and 4 will require utility extension and are adjusted upwards respectively.

Zoning

The subject and all comparables have the same or similar zoning classification with no zoning adjustment required.

Conclusion

All the comparables have strengths and limitations, yet as a whole are good representations of the market. Before adjustments, the comparables range from \$22,353/acre to \$56,000/acre. After adjustments, the comparables narrow from \$25,247/acre to \$60,181/acre with an average of \$36,674/acre and median of \$32,804/acre.

Sale 1 is the most recent sale, is located in an inferior location, has an inferior visibility, smaller site size, similar physical features, and a similar zoning. After adjustments, Sale 1 indicates a rate near the middle to lower end of the range and a rate that is lower than what is likely for the subject. Sale 2 is located in an inferior location, has a similar visibility, smaller site size, similar physical features, and a similar zoning. After adjustments, Sale 2 indicates a rate near the middle of the range and a rate that is near what is likely for the subject. Sale 3 is located in a similar location, has a similar visibility, inferior access, smaller site size, similar physical features, inferior utilities, and a similar zoning. After adjustments, Sale 3 establishes the high end of the range and indicates that is higher than what is likely for the subject. Sale 4 is the oldest sale provided, is located in a similar location, has a similar visibility, smaller site size, similar physical features, inferior utilities, and a similar zoning. After adjustments, Sale 4 establishes the low end of the range and indicates a rate that is lower than what is likely for the subject. Pending Sale 5 is currently under contract, is located in a similar location, has a similar visibility, smaller site size, similar physical features, and a similar zoning. After adjustments, Pending Sale 5 indicates a rate near the middle of the range and a rate that is near to slightly higher than what is likely for the subject.



Based on the data and analysis above, my interviews with real estate professionals and market participants, and considering the location, visibility, site size, physical features, utilities, and zoning of the subject site, market value of the subject site 'as if' all utilities are available is concluded at **\$32,000/acres** or **\$2,312,640**.

Sewer Line Extension and Lift Station

This appraisal report relies on the extraordinary assumption that Cedar City sewer lines can be extended to the site. According to Mr. Jonathan Stathis, Cedar City Engineer, a lift station will be required for use of sewer lines. I have estimated the cost of the lift station and sewer line extension to be \$300,000 based off my conversations with Mr. Stathis and developers in the area. Although sewer line extension and a lift station has an estimated cost of \$300,000, most sophisticated market participants will also consider additional risk and entrepreneurial incentive. In this analysis, I have estimated that a sophisticated market participant would discount the estimated cost of the sewer line and lift station 10% for associated risk and 10% for entrepreneurial incentive. Applying 10% for associated risk and 10% for entrepreneurial incentive indicates and additional discount of \$60,000 (\$30,000 associated risk and \$30,000 entrepreneurial incentive). Thus, the total deduction for the cost to extend the sewer line and installation of a lift station is **\$360,000**, which is deducted from the conclusion of the site as if all utilities are available.

Conclusion

Based on the data and analysis above, my interviews with real estate professionals and market participants, and considering the location, visibility, site size, physical features, utilities, and zoning of the subject site, market value of the 'as is' Fee Simple Interest of the subject site is concluded at **\$1,955,000 (Rd)**, as shown in the table below:

Land Value Ranges & Reconciled Value				
Number of Comparables:	5	Unadjusted	Adjusted	% Δ
Low:		\$22,353	\$25,247	13%
High:		\$56,000	\$60,181	7%
Average:		\$34,568	\$36,674	6%
Median:		\$30,000	\$32,804	9%
Reconciled Value/Unit Value:			\$32,000	
Subject Size:			<u>72.27</u>	
Subtotal - Including Utilities			\$2,312,640	
Less - Sewer Extension and Lift Station:			<u>(\$360,000)</u>	
Indicated Value:			\$1,952,640	
Reconciled Final Value (Rd):			\$1,955,000	
One Million Nine Hundred Fifty Five Thousand Dollars				



Addenda

Glossary of Terms

Appraisal – (noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.*

Appraisal Practice – Valuation services performed by an individual acting as an appraiser, including but not limited to appraisal and appraisal review.*

Appraisal Review – (noun) the act or process of developing an opinion about the quality of another appraiser's work (i.e., a report, part of a report, a workfile, or some combination of these), that was performed as part of an appraisal or appraisal review assignment; (adjective) of or pertaining to an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment.*

Appraiser – One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective.*

Assessed Value – The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.

Assignment – A valuation service that is provided by an appraiser as a consequence of an agreement with a client.*

Assignment Elements – Specific information needed to identify the appraisal or appraisal review problem: client and any other intended users; intended use of the appraiser's opinions and conclusions; type and definition of value; effective date of the appraiser's opinions and conclusions; subject of the assignment and its relevant characteristics; and assignment conditions.*

Cash-Equivalent Price – The price of a property with nonmarket financing expressed as the price that would have been paid in an all-cash sale.

Client – The party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.*

Cost – The actual or estimated amount required to create, reproduce, replace, or obtain a property.*

Effective Date – The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as date of value.*

Effective Rent – Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by the tenant net of financial concessions provided by a landlord.

Expert Witness – (1) A person qualified to give expert testimony. (2) A witness qualified by knowledge, skill, experience, training, or education to provide a scientific, technical, or other specialized opinion about the evidence or a fact issue. Also termed *skilled witness*.

Exposure Time – An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.*

Extraordinary Assumption – An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.*



Feasibility Analysis – A study of the cost-benefit relationship of an economic endeavor.*

Fee Simple Estate – Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio: (FAR) The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Full Service Lease (Gross Lease) – A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses.

Gross Building Area (GBA) – Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

Highest and Best Use – The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Hypothetical Condition – A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*

Insurable Value – A type of value for insurance purposes.

Intended Use – The use(s) of an appraiser's reported appraisal and appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.*

Intended User – The client and any other part as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.*

Investment Value – The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.

Jurisdictional Exception – An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.*

Leased Fee Interest - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest – The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Market Conditions – An element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the points in the real estate cycle at which the transactions occur. Sometimes called a *time adjustment* because the differences in dates of sale are often compared, although that usage can be misleading because property values do not change merely as the result of the passage of time.

Market Rent – The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restriction of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).



Market Value – A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.*

Market Value of the Going Concern – The market value of an established and operating business including the real property, personal property, financial assets, and the intangible assets of the business.

Marketing Time – An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Modified Gross Lease – A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*.

Net Lease – A lease in which the landlord passes on all expenses to the tenant.

Personal Inspection – A physical observation performed to assist in identifying relevant property characteristics in a valuation service.*

Physical Characteristics – Attributes of a property that are observable or measurable as a matter of fact, as distinguished from opinions and conclusions, which are the result of some level of analysis or judgment.*

Price – The amount asked, offered, or paid for a property.*

Prospective Market Value “As Complete” and “As Stabilized” – A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. Prospective value opinions are intended to reflect the current expectations and perceptions of market participants, based on available data. Two prospective value opinions may be required to reflect the time frame during which development, construction, and occupancy will occur. The prospective market value-as completed-reflects the property's market value as of the time that development is expected to be completed. The prospective market value-as stabilized-reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties.

Real Estate – (1) An identified parcel or tract of land, including improvements, if any.* (2) Land and all things that are a natural part of the land (e.g., trees, minerals) and things that have been attached to the land (e.g., buildings and site improvements) and all permanent building attachments (e.g., mechanical and electrical plant providing services to a building) that are both below and above the ground.

Real Property – The interests, benefits, and rights inherent in the ownership of real estate.*

Relevant Characteristics – Features that may affect a property's value or marketability such as legal, economic, or physical characteristics.*

Rentable Area – For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.



Report – Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.*

Scope of Work – The type and extent of research and analyses in an appraisal or appraisal review assignment.*

Usable Area – For office buildings, the actual occupied area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called *net building area* or *net floor area*.

Use Value – The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.

Value – The monetary relationship between properties and those who buy, sell, or use those properties, expressed as an opinion of the worth of a property at a given time.*

* *Uniform Standards of Appraisal Practice (USPAP).*



Qualifications and Resume

Cody Hymas, MAI, SRA

337 South Main Street, Suite 122

Cedar City, Utah 84720

(435) 313-1444

cody@hymasappraisal.com

Experience

Hymas & Associates/Owner

2018-Present

General Certified Appraiser

Cedar City, Utah

- Routinely complete appraisal reports including: easement, sale, lease, condemnation on various residential, commercial, industrial, retail, subdivision, vacant land and agriculture land
- Completed and prepared hundreds of economic and market analyses for the Southern Utah and Nevada areas, to denote the highest and best uses of the land basis on changing market and economic climates
- Performed more than 100 complex commercial appraisal assignments with analyzation of operating and financial statements
- Managed and maintained demanding deadlines and diverse clients in a positive, professional, and time sensitive manner
- Provided expert advice and guidance to staff and appraisers about USPAP and best appraisal practices

Morley and McConkie Appraisals and Consulting

2014-2018

General Certified Appraiser

Cedar City, Utah

- Perform hundreds of highly complex and controversial commercial real estate appraisals
- Perform detailed reviews of appraisals to determine whether appraisal principles techniques and procedures are used properly, and if appraisals conform to federal laws and regulations
- Consistently engage with local and state governments concerning land laws, regulations, zoning requirements, and ordinances, in order to complete assignments most accurately and reliably
- Frequently utilize automated statistical and analytic analysis to complete appraisal reports

Valbridge Property Advisors / Auble, Jolicoeur & Gentry, Inc.

2012-2014

General Certified Appraiser

Spokane, Washington

Morley & McConkie Appraisal and Consulting

2008-2012

General Certified Appraiser

St. George, Utah

Education

Over 500 total hours of Real Estate Appraisal Education including:

2001-Present

- National USPAP Update 2020-2021
- Complex Litigation Appraisal Case Studies
- Unconscious Bias Virtual Session for the Appraisal Foundation
- St. George Symposium 2020
- The Appraiser as an Expert Witness: Preparation & Testimony
- Condemnation Appraising: Principles & Applications
- Using Spreadsheet Programs in Real Estate Appraisals
- Introduction to Green Buildings: Principles & Concepts
- Online Forecasting Revenue
- County Board of Equalization Hearing Officer Training
- Residential and Commercial Valuation of Solar
- Nevada Appraisal Law
- Supervisory Appraiser / Appraiser Trainee Course
- General Demonstration Report Writing



- Advanced Concepts and Case Studies
- Advanced Market Analysis & Highest and Best Use
- Advanced Income Capitalization
- General Appraiser Site Valuation and Cost Approach
- New Residential Market Conditions
- Statistics Modeling and Finance
- General Appraiser Market Analysis & Highest and Best Use
- General Appraiser Report Writing and Case Studies
- General Appraiser Sales Comparison Approach
- General Appraiser Income Approach Part 1 and Part 2
- Business Practices and Ethics
- Scope of Work

Qualifications

- Certified General Appraiser – State of Utah Department of Commerce – License #5504978-CG00

Membership / Affiliations

- MAI Designated Member Appraisal Institute
- SRA Designated Member Appraisal Institute
- Appraisal Institute Utah Chapter Education Committee Member - 2015

Expert Witness Testimony

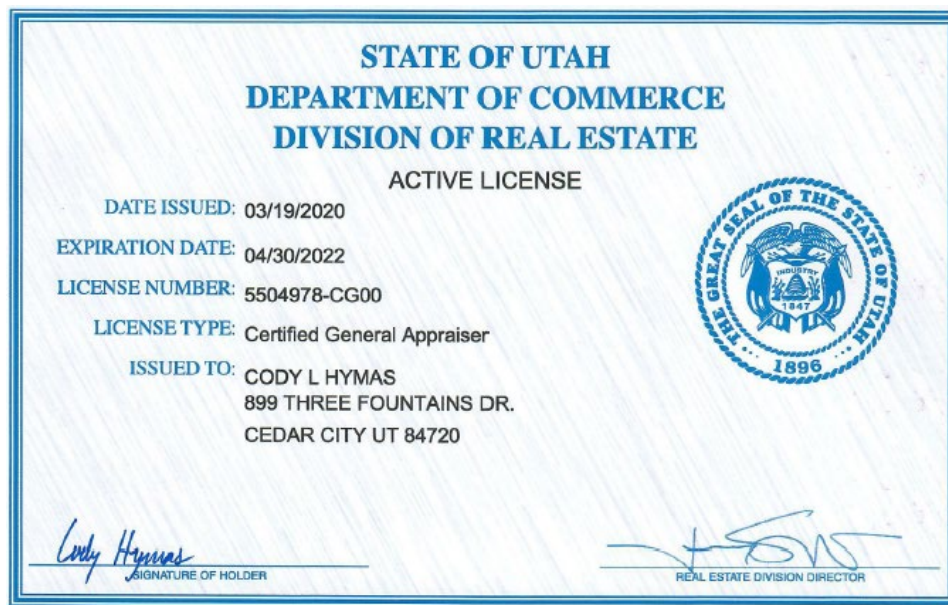
- Qualified as Expert Witness in Utah District Court
- Retained on Numerous Disputed Cases that Settled Prior to Court

Property Types Appraised:

Apartments, Churches, condominiums, dormitories, easements, flex industrial, golf and country clubs, hotels, land development, agriculture, leasehold interest, medical clinics, offices, office/warehouse, recreational clubs, residential subdivisions, resorts, restaurants, retail, special purpose properties, vacant industrial, commercial and residential land, veterinary clinics, warehouses, water rights.

Assignments also include arbitration, environmental contamination, feasibility and market studies, litigation, partial interests/easements and special benefit studies.

License



Form #2



MEMORANDUM

TAB L

May 19, 2022

Tooele Technical College – Differential Tuition Rate

[Board Policy 204, *Tuition and Fees*](#), requires the Board to approve post-secondary tuition for technical education colleges. Differential program tuition that is below the general membership hour tuition rate and expires at the end of the fiscal year on June 30, needs to be approved for continuation. The following monthly differential tuition rates are proposed for continuance for the fiscal year 2022-23 and are below the general membership hour tuition rates.

Institution	Program	Monthly or Annual Tuition
Tooele Technical College	Math and/or Reading Course	Monthly: \$20

This item was included in the March Board meeting materials; however, no vote was taken on the differential tuition for technical education.

Commissioner's Recommendation

The Commissioner recommends the Board authorize the requested differential tuition for Tooele Technical College.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB M

May 19, 2022

Earn to Learn Participation Intent

Earn to Learn is a 501(c)3 non-profit entity that supports Pell Grant-eligible students with scholarship funds and success coaching. To participate, students save a portion of their own funds, up to \$500 per year, which the program matches with grant funding on an 8:1 basis, up to \$4,000 per year. To participate, students must complete personal finance coursework and engage in ongoing personal finance, college, and career readiness training.

In 2021, Senator Mitt Romney and Senator Kyrsten Sinema (AZ) introduced the Earn to Learn Act which would provide federal funding to expand the program. In the meantime, Earn to Learn is engaged in private fundraising to support a multi-state pilot program with state commitments to share in the scholarship match. The program is seeking a letter of commitment from the Utah System of Higher Education to participate upon confirmation of a dollar-for-dollar philanthropic match for a project period of up to four years.

Commissioner's Recommendation

The Commissioner recommends the Board direct the Commissioner to sign a letter of intent to participate in an Earn to Learn pilot program in Utah upon confirmation of philanthropic match, state funds availability, and final Board approval of program design.



WE ENVISION A WORLD
WHERE EVERY STUDENT
THRIVES IN EDUCATION
AND LIFE

Earn to Learn: Building Wealth for Low-Income Families through Post-Secondary Education Completion with Little to No Student Loan Debt

INTRODUCTION

A postsecondary education has never been more critical - yet far too many students continue to feel it is ever more out of reach. Approximately two out of every three jobs now require some form of education beyond high school, making the completion of a 2-or 4-year degree (or even a certificate program) a prerequisite in many job fields. Unfortunately, fast-rising tuition, housing and other education-related expenses are outpacing financial aid and federal assistance programs, such as federal Pell Grants. Combined student-loan debt nationally has reached a staggering \$1.7 trillion. Burdened by this debt, an entire generation of graduates is challenged in being able to build wealth by purchasing a home, starting a business, saving for retirement, and otherwise, investing in their own future. A postsecondary education feels financially unattainable for more and more prospective students.

Equally worrisome, college access remains deeply uneven across socioeconomic groups. The rising cost of a college education is having a disparate impact on the most vulnerable and at-risk populations. Significant opportunity gaps persist in the percentages of Black, Indigenous and People of Color (BIPOC) students who attend and complete a postsecondary degree, and these same communities of color have higher rates of student debt relative to their white peers. The dynamic has had a pernicious effect by simultaneously aggravating poverty and limiting economic mobility among underserved demographics.

What is needed is a transformational approach to financial aid via a model that improves college access and completion, enables students to graduate with little or no debt and utilizes education as the means to narrow the racial wealth gap and help break the cycle of intergenerational poverty.

OUR APPROACH

Established in 2013, Earn to Learn is a 501(c)3 non-profit that operates the largest and most successful college matched-savings scholarship program in the country. Earn to Learn combines student savings with scholarships, financial education, success coaching and workforce readiness training to help low-to moderate-income students complete a college education and graduate without accumulating debt. This is how it works:

- Earn to Learn is open to all students who are Pell Grant-eligible (low-to- moderate-income), including adult learners,
- Each student saves a portion of their own funds, \$500 per year,
- This is matched with grant funding on an 8:1 basis or \$4,000 per year,
- The Earn to Learn scholar completes financial education coursework to access the matching funds and the success coaching model, which includes ongoing personal finance training, college readiness, and career readiness training,
- Most Earn to Learn scholars graduate with little or no student-loan debt, and
- The business community is supporting this initiative and offering highly paid jobs to Earn to Learn graduates.

Earn to Learn scholarship funds can be applied to **Unmet Need** – tuition, books, fees, student housing, transportation, childcare, and other living expenses. Unmet Need is a major driver of attrition – Earn to Learn fills gaps to help students complete their studies – without incurring crippling student loan debt. Earn to Learn is intended to complement, rather than replace, Pell Grants and other forms of traditional financial aid that are proving insufficient to cover the total cost of college attendance.

OUR RESULTS

Over the course of nearly a decade in Arizona, the public private Earn to Learn model has achieved exceptional results (detailed report card attached). The following are highlights of the outcomes among Earn to Learn scholars:

- Approaching 80% of students graduating within six years of starting their program
- Near 90% of students continue their education after their first year
- 63% are first generation students,
- 84% are BIPOC students; and
- 72% are STEM scholars, meeting highly paid workforce needs.
- All graduates have little to no student loan debt

EXPANSION – EARN TO LEARN MULTI-STATE PILOT

Earn to Learn seeks to expand its program across multiple states and a larger student population by privately raising funding to support a multi-state, multi-year philanthropically funded pilot. Our goal is to partner with philanthropy to support up to 20 states replicating Earn to Learn in order to provide 25,000 college scholarships for low-to moderate-income students of all ages.

Participating states/partners must execute a Letter of Commitment (LOC) that establishes their commitment to provide a local funding match. The following states have already executed LOCs or are actively exploring executing an LOC: Texas; California; Florida; Mississippi; Michigan; Louisiana; Nevada; Utah; Hawaii, Kansas; and Washington. Based on recent conversations, there is a high probability that LOC's may be executed with South Carolina, Indiana, Kentucky, Ohio, and Oregon, among others.

In 2021, the Earn to Learn Act was introduced by U.S. Senators Mitt Romney (R-UT) and Kyrsten Sinema (D-AZ) and Congresswoman Susie Lee (D-NV) and Congressman David Schwikert (R-AZ) in the U.S. House of Representatives. The bill would make this proven and innovative matched-savings program available to low- and moderate-income students nationwide. The Earn to Learn Act would create a federally funded program housed in the U.S. Department of Education and supporting approximately 250,000 scholarship opportunities nationwide over a five-year period.

CONCLUSION:

The racial wealth gap and systematic inequities in poverty alleviation remain among our nation's longest-standing challenges. Postsecondary education can be part of the solution – but only if it is affordable, accessible, and equitable. Earn to Learn has a nearly decade-long track record making college possible for underrepresented students - including those from low-income households who are first generation and minorities. The Earn to Learn Act has been introduced to make this program available to students, including adult learners, across the country. While federal legislation works through Congress in the coming years, a philanthropically funded, multi-state pilot will help scale Earn to Learn and fund an estimated 25,000 scholarships for deserving students with states matching dollar-for-dollar the investment from the private sector and philanthropy. **We invite you to partner with us to expand a program that works to break the cycle of intergenerational poverty, build equity, improve postsecondary retention and graduation, meet workforce needs, greatly reduce student-loan debt, and narrow the racial wealth gap in America.**





UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB N

May 19, 2022

Higher Education Student Success Endowment Investment Policy Statement

The Higher Education Student Success Endowment was created by S.B. 172 Higher Education Student Assistance Amendments in the 2022 General Session of the Legislature. The endowment is composed of proceeds from the sale of the Utah Higher Education Assistance Authority loan portfolios, appropriations made to the endowment by the Legislature, if any, income from the investment of the endowment and other revenues received from other sources.

The endowment is managed by the State Treasurer. As a trustee, the Utah Board of Higher Education establishes an Investment Policy Statement that provides guidelines for the investment management and oversight of the endowment. A proposed policy statement is attached for the Board's review. The Board may adopt it and make future amendments based on feedback from the State Treasurer and his investment consultants.

A proposed Spending Policy Statement will be shared in a future Board meeting.

Commissioner's Recommendation

The Commissioner recommends the Board adopt the May 2022 Higher Education Student Success Endowment Investment Policy Statement.

Attachment

**Utah Board of Higher Education
Higher Education Student Success Endowment
Investment Policy Statement
May 2022**

Introduction and Purpose of the Endowment

This Investment Policy Statement (“IPS”) applies to the Higher Education Student Success Endowment (“Endowment”) created by S.B. 172 Higher Education Student Assistance Amendments in the 2022 General Session of the Legislature. The endowment is composed of proceeds from the sale of the Utah Higher Education Assistance Authority loan portfolios, appropriations made to the endowment by the Legislature, if any, income from the investment of the endowment and other revenues received from other sources. The purpose of this IPS is to establish guidelines for the investment management and oversight of the endowment.

Investment and spending policies are designed to balance the current goals of the Utah Board of Higher Education (“UBHE”) with its future needs, in order to achieve parity in supporting both current and future generations of Utah System of Higher Education (“USHE”) students. Earning long-term returns that maintain the inflation-adjusted purchasing power of the endowment underpins this objective of intergenerational equity.

The UBHE shall act as trustee of the endowment and exercise the state’s fiduciary responsibilities. The money deposited into the endowment is irrevocable and may not be seized, attached or otherwise obtained by creditors of the UBHE.

Investment Objectives

The investment objective for the management of the Endowment is to achieve growth in the value of the assets that is sufficient to preserve the inflation-adjusted purchasing power of the assets over the long term. While the pursuit of this objective requires the assumption of investment risk, the intention is to avoid excessive risk, so that the Endowment can provide a reliable and sustainable flow of funds to advance the system priorities as established in UCA 53B-1-402(2)(a) and the support of prospective students or current students enrolled at an USHE institution.

On an annualized, net-of-fee basis, the total return of the portfolio will be expected to equal or exceed the spending rate as determined by the board in the Endowment Spending Policy Statement, plus inflation (Higher Education Price Index).

Spending

Each year, the Board of Trustees approves the endowment distribution rate that establishes the percentage of the value of the endowment that is made available for spending. They will seek to reduce the variability of annual Endowment distributions by factoring past spending and portfolio asset values into its current spending decisions. The Trustees will review its spending assumptions annually to decide if any changes are necessary for the Endowment’s spending policy, asset allocation or both.

Management and Oversight

The state treasurer manages the Endowment fund's investments in accordance with this IPS, and reports investment activity to the Trustees. The Trustees meet at least semi-annually to discuss and review asset allocation policies, investment performance and current strategies proposed by the state treasurer. The state treasurer shall provide monthly investment performance reports.

The state treasurer has the responsibility to ensure that the assets of the Endowment are managed in a manner that is consistent with the policies and objectives set forth in this document and in compliance with all applicable laws.

Consistent with the policies and objectives set forth in this document, the state treasurer will:

- Provide recommendations and implement asset allocation policies approved by the Trustees for the Endowment;
- Recommend external, third-party investment managers;
- Review managers' performance on a regular basis;
- Recommend manager terminations, as necessary;
- Direct Endowment cash flows in accordance with the rebalancing policy; and
- Report periodically to the Trustees on the performance and asset allocation of the Endowment.

The state treasurer can employ professional management services in various fields that may include, but are not limited to, investment consultants, custodians and others that assist with the prudent monitoring and administration of the Endowment's assets.

Asset Allocation

Thoughtful asset allocation is a focal point of an effective investment process. In that regard, the Trustees and state treasurer shall employ an appropriate combination of understanding of institutional financial risk tolerance, investment principles, informed market judgment and independent thinking in establishing an asset allocation policy. The asset allocation policy is designed to diversify investments across asset classes to provide a balance that will enhance total return while avoiding undue risk from concentration in any single asset class or investment style.

To ensure broad diversification among the major categories of investments, the Trustees have adopted the following asset allocation policy targets. The Trustees review this asset allocation framework annually, but due to the long-term nature of the Endowment, changes to the framework are expected to be infrequent:

Asset class	Sub-asset class	Target allocation
Equity		65%
	U.S.	40%
	Non-U.S.	25%
Fixed income		35%
	Investment grade	30%
	Below-investment grade	5%
Cash		0%

Fund assets will be managed as a balanced portfolio composed of two major components: an equity portion and a fixed income portion. The expected role of equity investments will be to maximize the long-term real growth of assets, while the role of fixed income investments will be to generate current income, provide for more stable periodic returns, and provide some protection against a prolonged decline in the market value of equity investments.

Cash investments will, under normal circumstances, only be considered as temporary holding and will be used for liquidity needs or to facilitate a planned program of dollar-cost averaging into investment in either or both the equity and fixed income asset classes.

Diversification

Diversification across and within asset classes is the primary means by which the Trustees expect the Endowment to avoid undue risk of large losses over longtime periods. To protect the Endowment against unfavorable outcomes within an asset class due to the assumption of large risks, the Trustees will take reasonable precautions to avoid excessive investment concentrations. Specifically, the following guidelines will be in place:

1. With the exception of fixed income investments explicitly guaranteed by the U.S. government, no single investment security shall represent more than 5% of total Endowment assets.
2. With the exception of passively managed investment vehicles seeking to match the returns on a broadly diversified market index, no single investment pool or investment company (mutual fund) shall comprise more than 20% of total Endowment assets.
3. With respect to fixed income investments, the Endowment may not allocate more than 10% to investments that are below investment grade (Standard & Poor's BBB or Moody's Baa or higher).

Rebalancing

It is expected that the Endowment's actual asset allocation will vary from its target asset allocation because of the varying periodic returns earned on its investments in different asset and sub-asset classes. The Endowment will be rebalanced to its target normal asset allocation under the following procedures:

1. The state treasurer will use incoming cash flow or outgoing money movements of the Endowment to realign the current weightings closer to the target weightings for the Endowment.
2. The state treasurer will review the Endowment semiannually (June 30 and December 31) to determine the deviation from target weightings. During each semiannual review, the following parameter will be applied:
 - a. If any asset class (equity or fixed income) with the Endowment is +/-5 percentage points from its target weighting, the Endowment will be rebalanced.
3. The state treasurer may provide a rebalancing recommendation at any time.
4. The state treasurer shall act within a reasonable period of time to evaluate deviation from these ranges.

Performance measurement

The Trustees will monitor the Endowment's investment performance against the stated investment objectives. At a frequency decided by the Trustees, it will formally assess the Endowment and the performance of its underlying investments as follows:

1. The Endowment's absolute long-term real return objective.
2. A composite benchmark consisting of the following unmanaged market indexes weighted according to the expected target asset allocations stipulated by the Endowment investment guidelines:
 - a. U.S. Equity: CRSP US Total Market TR USD
 - b. Non-U.S. Equity: FTSE Global All-Cap ex-US Index
 - c. Investment Grade Fixed income: Bloomberg Barclays US Aggregate Float Adjusted TR
 - d. Non-Investment Grade Fixed Income: Bloomberg Barclays US Corporate High Yield Index
 - e. Cash: PTIF 365-day yield

In keeping with the Endowment's overall long-term financial objective, the Trustees will evaluate the Endowment performance over a suitably long-term investment horizon, generally across full market cycles or, at a minimum, on a rolling five-year basis.

Investment holdings reports shall be provided on a monthly basis. Investment performance reports shall be on a quarterly basis. The state treasurer is expected to be available to meet with the Trustees once per year to review the portfolio structure, strategy and investment performance.

Investment Policy Review

To assure continued relevance and reasonableness of the guidelines, objectives, financial status and capital markets expectations as established in this IPS, the Trustees shall review the IPS annually. The Trustees reserve the right to amend this IPS at any time.



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB S

May 19 2022

Utah State University – Disposal of Real Property

Board Policy R704, *Disposal of Real Property*, requires the Board to approve institutional disposal of institutional property valued at greater than \$1,000,000. Utah State University (USU) requests Board approval to dispose of a building situated on 1.49 acres of property located at 139 Great Road in Bedford, MA.

The property was acquired through the Space Dynamic Laboratory (SDL), previously known as Utah State University Foundation, to accommodate engineers, technicians, and scientists working on Foundation projects in relation to the Hanscom Air Force. The property was transferred to USU in 1983. Since then, the space research work that was being performed at Hanscom Air Force Base has been relocated to Kirtland Air Force Base in New Mexico. Currently, SDL does not have any government customers located in Bedford, MA, and desires to sell the facility.

An appraisal was obtained by USU and a potential buyer for the building and the land. The final negotiated price is \$1.55M.

The Utah State University Board of Trustees is expected to consider the sale of the property and building on May 17.

Commissioner's Recommendation

The Commissioner recommends the Board authorize Utah State University to dispose of the building situated on 1.49 acres of property located at 139 Great Road in Bedford, MA, for the negotiated price of \$1.55M.

Attachment



May 16, 2022

Commissioner Dave Woolstenhulme
Utah State Board of Regents
Board of Regents Building The Gateway
60 South 400 West
Salt Lake City, Utah 84101-1284

Subject: Real Property Disposition

Dear Commissioner Woolstenhulme:

Utah State University (USU) desires approval to dispose of a building situated on 1.49 acres of land located at 139 Great Road in Bedford, Massachusetts as shown on the aerial photo in the attached Exhibit A.

Space Dynamics Laboratory (SDL), previously known as Utah State University Foundation, acquired the property prior to 1981 to accommodate engineers, technicians, and scientists working on Foundation projects, particularly related to the Hanscom Air Force Base. In 1983, SDL transferred the property to USU.

Several years ago, the Department of Defense relocated the space research that was being performed at Hanscom Air Force Base to Kirtland Air Force Base in New Mexico. Currently, SDL does not have any government customers located in Bedford, Massachusetts and desires to sell the facility.

Appraisal reports obtained by USU and a potential buyer concluded a fair market value between \$1.23 - \$1.65 million for the building and land. The final negotiated agreed upon sales price is \$1.55 million.

On February 10, 2022, USU and Bedford entered a Sales and Purchase Agreement with a final negotiated sales price of \$1.55 million. The Agreement is conditioned upon completion of the approval processes required for both Bedford and USU. Bedford completed its required processes on March 25, 2022. The parties agreed to amend the initial closing date of May 2 to May 24 to accommodate obtaining approval from the Utah State University Board of Trustees and the Utah Board of Higher Education.

The Utah State University Board of Trustees approved the sale on May 17, 2022.

We appreciate your support and request that this item be submitted to the Finance and Facilities Committee for the May 19, 2022 meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'David T. Cowley', with a stylized, flowing script.

David T. Cowley
Vice President for Finance & Administrative Services

cc: Juliette Tennert, Chief Financial Officer
Malin Francis, Director of Facilities & Planning
Noelle E. Cockett, President

EXHIBIT A





MEMORANDUM

TAB R

FOR DISCUSSION IN CLOSED SESSION AND BOARD DECISION IN OPEN SESSION

May 19, 2022

University of Utah – Property Transactions

On April 29, 2022, the University of Utah Board of Trustees approved a series of land transfers and exchanges in the Salt Lake Valley that will address the current and future needs of the University. Public disclosure of the details and terms of these transactions could prevent the public body from completing the transaction on the best possible terms.

The University of Utah has requested the Board of Higher Education's approval as required by Board Policy R703, *Acquisition of Real Property* and Board Policy R704, *Disposal of Real Property*. Property appraisals and further due diligence will be completed after Board approval.

Commissioner's Recommendation

The Commissioner recommends the Board authorize the land transfers and exchanges proposed by the University of Utah.

Attachment



MEMORANDUM

TAB O

May 19, 2022

University of Utah – Lease Agreement for Ivory University House

Board Policy R705, *Lease Space*, requires the Board to approve institutional leases with state-appropriated funds that are more than \$500,000 per year or commit the institution for ten or more years. Board Policy R120 allows the Executive Committee to conduct business requiring the Board's action during the interim period between Board meetings. At the request of the University of Utah, on account of timing considerations, the Executive Committee reviewed and approved a lease agreement between the University and Ivory University House, L3C, on May 4, 2022.

The Ivory University House is a new student housing community with 552 single-occupancy studio units. The 4-year agreement states that in the event there are 80 unoccupied units on August 1 of each year, the University will lease 40 units for the lease-year starting on the first day of the fall semester at the current rental rate. Based on current rent estimates, the maximum annual obligation is about \$660,000. The University anticipates that any obligation will be funded through the rent paid by students, faculty, and staff who occupy the units; in the unlikely event that any University-assigned units remain unoccupied, the school will use non-state appropriated funds for payment.

The University of Utah Board of Trustees reviewed and approved the agreement on March 29, 2022.

Commissioner's Recommendation

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

April 26, 2022

Commissioner Dave R. Woolstenhulme
Utah System of Higher Education
The Gateway
60 South 400 West
Salt Lake City, Utah 84101-1284

Dear Commissioner Woolstenhulme:

The University of Utah hereby requests approval from the Board of Higher Education to enter into a lease agreement with Ivory University House, L3C for studio housing units in Ivory University House, a new multi-building student housing community under construction at 434 S. Mario Capecchi Drive in Salt Lake City, Utah.

The attached Executive Summary outlines the proposed lease arrangement, as well as the challenges this arrangement proposes to address.

It is anticipated that the University's obligations for the leased studio housing units will be funded by rent paid by the University students, faculty, or staff who occupy the housing units. In the unlikely event a studio housing unit leased by the University is unoccupied for any period during the term of the lease, the unit rent for that period will be paid by the University with non-state appropriated funds.

The University of Utah would welcome an opportunity to present this proposed lease arrangement to the Finance and Facilities Committee at the May 19, 2022 meeting.

Thank you, as always, for your consideration and support.

Sincerely,



Cathy Anderson
Chief Financial Officer

cc: Laura Snow
Phyllis Vetter
Heidi Woodbury

EXECUTIVE SUMMARY

BACKGROUND:

- As reflected in presentations at the October 2021 meeting of the University's Board of Trustees, current capacity to house University of Utah students does not meet the demand. For example, over 700 first year students were on the wait list for on-campus housing for the fall 2021 semester. Students who live on campus during their first year are, on average, 12 percent more likely to graduate. Because we prioritize first year students, we are only able to house upper division and transfer students at a lower level. Students without University housing are at a higher risk of not attending, which has an impact on our enrollment.
- While we are adding more on-campus housing (e.g., expanding Kahlert Village and building the Impact, Health, & Prosperity Epicenter), we expect that demand will continue to exceed supply. The challenging housing market in our area is also affecting recruitment of faculty and staff who are experiencing difficulty and lengthy searches to find housing.
- We believe it will be very helpful to have the option of providing some student housing, and potentially temporary housing for new faculty and staff members, in Ivory University House, a new multi-building student housing community under construction at 434 S. Mario Capecchi Drive. This innovative housing project and initiative led by Clark and Christine Ivory will create 552 single-occupancy residential studio units adjacent to campus. As explained below, Ivory University House will also generate scholarships for University of Utah students for years to come, resulting in significant value and benefit to the University and its students.
- ***Approval requested to enter into a Lease Agreement with Ivory University House, L3C for studio housing units in Ivory University House.***

SUMMARY OF PROPOSED BUSINESS TERMS:

- The following is a summary of the business terms of the proposed lease:
 - Commencement Date: The first day of the University's fall academic semester immediately following the issuance of a certificate of occupancy for Ivory University House.
 - Total Term: Four (4) years.
 - Number of leased units: Subject to availability and the specific terms of the lease, at least 40 housing units each year.
 - Rental Rate: The rent payable by University for each leased unit shall be the then-current monthly rent charged to other parties renting units in Ivory University House. Rent includes utilities (up to the utility cap applicable to all occupants) and access by the occupant to all amenities within the Ivory University House development except parking.
 - Eligible Occupants: The occupants of the units leased by University will be selected by University and those occupants may be a combination of any of the following, as determined by University in its sole discretion: upper-class or graduate students, first or second year undergraduate students, postdoctoral fellows, medical residents, and/or single faculty or staff members. Each occupant of a unit leased by University will enter into an occupancy agreement directly with the Owner. That occupancy agreement shall include provisions clarifying that the occupant shall be personally responsible for payment directly to the Owner of any parking fees and utility cap overage fees, but that the basic rent amount shall be paid directly by University to the Owner.
 - Non-Profit: The Ivory University House housing project is owned by Ivory University House, L3C (the "Owner"). The underlying land is ground leased by the Owner from The Church of Jesus Christ of Latter-day Saints on a long-term basis. The ground lease provides that Ivory University House will be operated on a non-profit basis with any

profit to be used for scholarships for students attending the University of Utah or for other exempt purposes benefiting the University's students.

ITEM FOR CONSENT

For the meeting of May 20, 2022

RE: Lease – Consent to enter into a lease agreement with Ivory University House, L3C for studio housing units in Ivory University House, a new multi-building student housing community under construction at 434 S. Mario Capecchi Drive in Salt Lake City, Utah.

The President recommends approval of the real property lease transaction described below.

BACKGROUND

As presented to the Executive Committee of the Board of Trustees during its meeting on March 29, 2022, although the University is adding more on-campus housing (e.g., expanding Kahlert Village and building the Impact, Health, & Prosperity Epicenter), the University expects that demand for on-campus housing will continue to exceed supply.

Given this expected demand, the University has determined it would be beneficial to have the option of providing some student housing, and potentially temporary housing for new faculty and staff members, in Ivory University House. Ivory University House is an innovative housing project and initiative led by Clark and Christine Ivory that will create 552 single-occupancy residential studio units adjacent to campus. Ivory University House will be operated on a non-profit basis with any profit used for scholarships for University of Utah students or for other exempt purposes benefitting the University's students.

Approval is requested to authorize the University to enter into a lease agreement with Ivory University House, L3C for studio housing units in Ivory University House.

Lease of Housing Units in Ivory University House by the University of Utah

Ivory University House is a new multi-building student housing community located at 434 S Mario Capecchi Drive. This innovative student housing project and initiative led by Clark and Christine Ivory will create 552 single-occupancy residential studio units adjacent to campus and will also generate scholarships for University of Utah students for years to come, resulting in significant value and benefit to the University and its students.

Ivory University House, L3C (“Owner”) agrees to lease to the University of Utah (“University”) housing units in Ivory University House on the following terms and conditions:

1. **Term:** The term (the “Term”) of this lease (the “Lease”) shall begin on the date this Lease is fully executed and shall end on the last day of the fourth Lease Year.
2. **Units/Rent:** If there are at least 80 housing units in the Ivory University House that are not occupied or reserved by other parties on August 1st prior to the first day of each Lease Year, then Owner will lease to University, and University will lease from Owner, 40 units during that Lease Year. “Lease Year” means the full twelve-month period that starts on the first day of the University’s fall academic semester immediately following the issuance of a certificate of occupancy for Ivory University House and each of the next three consecutive years following the first Lease Year. The rent payable by University for each leased unit shall be the then-current monthly rent charged to other parties, prorated for any partial month, and shall be payable monthly on the same schedule as other occupants of Ivory University House. Rent includes utilities provided by Owner (up to the utility cap applicable to all occupants) and access by the occupant to all amenities within the Ivory University House development (the “Project”) except parking. The occupants of the units leased by University shall be selected by University and those occupants may be a combination of any of the following, as determined by University in its sole discretion: upper-class or graduate students, first or second year undergraduate students, postdoctoral fellows, medical residents, and/or single faculty or staff members. Each occupant of a unit leased by University shall enter into an occupancy agreement directly with Owner. That occupancy agreement shall include provisions clarifying that the occupant shall be personally responsible for payment directly to Owner of any parking fees and utility cap coverage fees, but that the basic rent amount shall be paid directly by University to Owner. Owner agrees that University shall not be responsible for any parking fees or utility cap coverage fees.
3. **Lease Amendments to Add Additional Units:** Owner and University acknowledge that they have discussed that University may wish to lease from Owner during the Term of this Lease additional housing units for specific University programs or to accommodate other housing needs of University. Subject to availability, Owner is willing to amend this Lease to increase the number of housing units University will lease from Owner under Section 2 from 40 to the higher number requested by University.
4. **Management:** Owner shall cause the entire Project, including the units and all appliances in the units, to be maintained in good condition and repair throughout the Term, subject to ordinary wear and tear. Owner shall also cause the Project to be maintained and managed throughout the Term in a first-class manner, with due attention to safety. Owner agrees to work in good faith with University to resolve in an expeditious manner any concerns reasonably raised by University concerning the maintenance or management of the Project. University shall have no responsibility for: (i) the maintenance or management of the Project, (ii) any activities taking place in the Project, or (iii) any actions of any occupants of the Project, including occupants of units leased by University.
5. **University a Governmental Entity:** This Lease is subject to and conditioned upon approval by the University’s governing boards. Promptly following execution of this Lease by the parties, Owner agrees to provide University with a copy of the plans and specifications for the Project. University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and under applicable law and shall not be required to carry different or additional liability insurance as a result of this Lease. Occupants of units in the Project shall be encouraged to obtain renter’s insurance to cover occupant’s personal property located at the Project and general liability. University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 *et seq.*, as amended (the “Act”), and University does not waive any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. The parties acknowledge and agree the relationship among the parties with respect to the arrangement addressed in this document is strictly contractual. Owner represents that it has full right and authority to enter into this Lease.

[Signatures on the following page]

ACCEPTED AND AGREED TO:

The University of Utah

Ivory University House, L3C

By: _____

By: _____

Printed Name: Cathy Anderson

Printed Name: _____

Title: Chief Financial Officer and
Vice President for Administrative Services

Title: _____

Date: _____

Date: _____



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB P

May 19, 2022

Capital Improvement Update for 2022-23

Capital improvement projects are also known as alterations, repairs, and improvements or AR&I. These projects help maintain existing facilities by repairing and replacing old and failing components, systems, and equipment. Typical projects include utility upgrades, correction of code violations, roofing repairs, structural improvement, hazardous materials abatement, and the remodeling of nonfunctional space.

By statute, the state legislature delegates authority to DFCM to allocate capital improvement funds to specific agency and institutional projects. Institutions request projects each year based on each institution's inventory of needed capital improvements. DFCM allocated over \$92 million to USHE institutions for capital improvement projects in FY 2023 (61% of the allocation). The almost \$166 million dollars appropriated by the state legislature for FY 2023 is the largest amount of capital improvement funding provided by the legislature.

Despite high levels of funding over the last several years, institutions continue to have a greater need than available funding. For FY 2023, USHE institutions requested \$370.8 million of capital improvement projects and received funding of \$92.9 million. According to a recently completed independent audit of state-owned facilities, there are over \$543.7 million of projects that need funding throughout the state.

The materials attached provide additional information and detail on the capital improvement funding for FY 2023. The attachments include: (1) a five-year summary of capital improvement funding and (2) the detail of the projects requested and funded for USHE institutions in FY 2023.

Commissioner's Recommendation

This is an information item only; no action is required

Attachments

Attachment A - Five-Year Capital Improvement Funding History

Agencies / Institutions	FY 2019	%	FY 2020	%	FY 2021	%	FY 2022	%	FY 2023	%
University of Utah	25,725,000	23%	28,510,000	21%	26,966,100	22%	29,097,600	20%	31,143,200	20%
Utah State University	12,821,000	11%	13,467,900	10%	14,055,000	11%	15,730,000	11%	16,955,000	11%
Weber State University	5,001,303	4%	5,794,538	4%	6,235,120	5%	6,777,641	5%	7,095,614	5%
Southern Utah University	3,442,855	3%	5,233,826	4%	3,680,469	3%	4,111,144	3%	4,874,163	3%
Snow College	2,666,629	2%	2,910,062	2%	2,380,836	2%	3,001,466	2%	3,413,353	2%
Dixie State University	2,789,840	2%	3,820,594	3%	3,217,360	3%	4,419,199	3%	5,276,366	3%
Utah Valley University	4,516,328	4%	4,940,000	4%	5,820,542	5%	7,979,758	6%	8,676,596	6%
Salt Lake Community College	5,095,157	5%	6,187,828	5%	5,738,132	5%	7,238,377	5%	7,018,911	5%
Bridgerland Technical College		0%	1,053,520	1%	1,159,927	1%	1,571,340	1%	1,599,461	1%
Davis Technical College		0%	1,010,862	1%	1,157,141	1%	1,660,086	1%	1,375,271	1%
Dixie Technical College		0%	660,768	0%	446,000	0%	89,566	0%	246,318	0%
Mountainland Technical College		0%	1,500,000	1%	1,000,000	1%	1,264,967	1%	1,646,861	1%
Ogden-Weber Technical College		0%	972,472	1%	2,221,212	2%	1,450,000	1%	1,700,000	1%
Southwest Technical College		0%	750,000	1%	824,285	1%	464,345	0%	566,522	0%
Tooele Technical College		0%	90,000	0%	250,035	0%	78,120	0%	174,306	0%
Uintah Basin Technical College		0%	794,000	1%	1,075,000	1%	1,306,724	1%	1,195,398	1%
Total USHE	\$ 62,058,112	55%	\$ 77,696,370	58%	\$ 76,227,159	61%	\$ 86,240,333	60%	\$ 92,957,340	61%

Attachment A - Five-Year Capital Improvement Funding History

Agencies / Institutions	FY 2019	%	FY 2020	%	FY 2021	%	FY 2022	%	FY 2023	%
UCAT	5,317,235	5%	6,296,388	5%						
Alcoholic Beverage Control	918,215	1%	962,282	1%	1,190,143	1%	989,007	1%	1,063,395	1%
Capitol Preservation Board	2,733,016	2%	1,996,466	1%	4,698,747	4%	3,250,000	2%	4,449,499	3%
Corrections	4,511,826	4%	6,056,420	4%	5,645,864	5%	6,846,669	5%	7,034,196	5%
Courts	5,598,419	5%	5,578,283	4%	5,432,321	4%	5,222,265	4%	6,936,000	5%
DAS	5,660,411	5%	5,380,928	4%	4,229,286	3%	8,643,946	6%	5,986,242	4%
Fairpark	3,117,445	3%	2,432,478	2%	1,227,084	1%	1,454,853	1%	1,030,903	1%
Health	1,181,506	1%	3,230,758	2%	1,502,314	1%	510,673	0%	1,333,501	1%
Human Services	5,596,037	5%	6,095,319	5%	6,883,371	6%	7,843,762	5%	6,932,816	5%
National Guard	1,077,278	1%	2,909,167	2%	3,400,297	3%	4,057,387	3%	5,255,802	3%
Natural Resources	6,123,105	5%	7,725,270	6%	4,924,403	4%	4,660,159	3%	6,714,552	4%
Public Ed/Rehab/Deaf & Blind	1,282,715	1%	919,309	1%	613,870	0%	938,947	1%	1,241,098	1%
Transportation	2,369,333	2%	2,667,615	2%	3,621,799	3%	5,502,656	4%	5,743,583	4%
Workforces Services	1,348,458	1%	1,439,145	1%	1,824,167	1%	1,544,056	1%	1,667,495	1%
Other State Agencies	3,631,536	3%	3,579,557	3%	2,738,474	2%	5,141,725	4%	4,011,045	3%
Total State Agencies	45,149,300	40%	50,972,997	38%	47,932,140	39%	56,606,105	40%	59,400,127	39%
Subtotal	\$ 112,524,647	100%	\$ 134,965,755	100%	\$ 124,159,299	100%	\$ 142,846,438	100%	\$ 152,357,467	100%
High Priority Projects	\$ 220,000		\$ 3,023,733		\$ 2,650,000		\$ 5,100,000		\$ 3,350,000	
Statewide Funding	5,345,000		6,646,000		7,955,401		9,822,462		10,359,376	
Grand Total	\$ 118,089,647		\$ 144,635,488		\$ 134,764,700		\$ 157,768,900		\$ 166,066,843	

Attachment B - USHE Capital Improvement Allocations 2022-23

Capital Improvement Project Description

DFCM Allocation

University of Utah	
Infrastructure Bond Debt Service	\$ 1,500,000
MEB North Reroof with Structural Upgrade	3,358,000
Life Sciences Seismic Upgrades	3,500,000
Eccles Library Seismic & HVAC Upgrade	3,500,000
Eccles Broadcast Center Reroof	225,000
Eccles Institute of Human Genetics Freight Elevator	275,000
Storm Water Retention/Drainage Systems	500,000
Kingsbury Hall Cooling Tower Rebuild	450,000
Safety/Code Improvements - Various Lab Bldgs	1,000,000
Fieldhouse - Air Handler Unit Replacement	1,948,100
BPRB Back up Heat for Research	140,000
Biology HVAC Upgrades to Support Fume Hoods	2,104,100
Eye Wash Stations	364,000
HTW Plant Fire Protection & Operations Space Replacement	3,250,000
HCB Southeast Tower Fume Hood Fan Replacement	1,963,000
Study & Design Funds	400,000
HPER Plaza Refroof	400,000
Behavioral Science HVAC Upgrade - Construction	3,166,000
Naval Sciences HVAC Upgrades - Design Only	175,000
Browning Bldg. Seismic Upgrade - Design Only	225,000
Warnock Engineering - Controls Upgrade in Old Wing	325,000
HTW Plant Seismic Envelope Upgrade - Design Only	225,000
Water-Wise Landscape	319,000
Dumke HPEB - Refurbish 2 Elevators	325,000
Life Sciences System Upgrades - Design Only	250,000
Henry Eyring Chemistry Bldg. - Gauss Haus Fume Hood Exhaust	1,256,000
Total University of Utah	\$ 31,143,200

Utah State University	
Medium Voltage Upgrade	\$ 600,000
Planning and Design Fund	175,000
Campus-Wide Health, Life Safety, Code Compliance & Asbestos Abatement	150,000
Campus Concrete Replacement	300,000
Campus-Wide Bike Racks & Site Furnishings	60,000
Campus-Wide Security Electronic Access Control	200,000
Campus Sign System	50,000
Site & Safety Lighting	350,000
Campus Wide Classroom Upgrades	250,000
USUE Campus-Wide Security and Electronic Access Control	100,000
Blanding Site Lighting Upgrades	150,000
Price Campus Concrete Replacement	200,000
Elevator Upgrades	550,000
Old Main Masonry Restoration	500,000
Water Lab Parking Lot Paving	700,000
Public Safety Communication Upgrade	400,000
Fieldhouse Window Replacement	50,000
Fine Arts Center Wouthwest Entry Remodel	850,000
Fine Arts Structural Upgrade	310,000

Capital Improvement Project Description**DFCM Allocation**

HPER HVAC Upgrade	1,500,000
Technology Welding/Machine Shop Ventilation	50,000
Campus Cotrols Upgrades	400,000
VCT Tile Replacement	400,000
BNR South Wing Façade Replacement	3,250,000
Connect Family Life to Central Chilled Water Loop	200,000
USUE Trucking Building Reroof	400,000
TSC Fountain Renovation	1,500,000
Fine Arts Visual Kiln Structure	200,000
Stores Buildng Reroof - Design Only	50,000
WW Lundberg Mechanical Upgrade - Design Only	30,000
MC Library Document Storage	150,000
USUE Site Lighting	300,000
Specturm Elevator Upgrade	360,000
WW Lundberg Utility Upgrade	200,000
Military Science HVAC Upgrade	1,670,000
HPER ATC Control Upgrade	350,000
Total Utah State University	\$ 16,955,000

Weber State University

D2 Roof Replacement	\$ 636,784
Water Line Replacement and Tunnel Work - Phase 3	996,284
FM Roof, Soffit, Fascia, Heat Tape - Desing	40,000
ET MEP Replancement Phase 3	1,300,000
Engineering Studies FY2023	50,000
ASSA Key Replacement - WB, FM, FE, AL, DC, (\$96,846 Construction)	107,288
WB Basement Restrooms	201,811
Parking Lots - FY 2023	323,543
R&D MEP	988,973
DEC Convocations MEP Design	400,000
Academic Swing Space/Old Stadium MEP	869,478
Fire System Replacement - Phase 4	186,544
East W8 Irrigation and Landscaping	334,096
Tracy Plaza Stairs, Walls Design	30,000
Swenson - Gym Floor Replacement	455,813
Kimball Arts Gallery - Lighting Replacement	75,000
Concrete Repairs - FY 2023	100,000
Total Weber State University	\$ 7,095,614

Southern Utah University

AFEC Roof Replacement	\$ 1,650,980
Auditorium Roof Replacement	298,183
PE Settlement Repairs	251,290
Electronic Learning Center Air Handler Replacement	500,000
Parking Lot Paving	580,000
Electronic Access Control/Security Camera Upgrades	200,000
Pedestrian Safety Lighting Upgrade	55,000
PE Fire Alarm Upgrade	200,000
ELC Data Cable Upgrade Phase 2	350,000
Campus Metering	250,000
Campus Master Plan	200,000
Steam PRV Bypass Replacement	338,710

Capital Improvement Project Description

DFCM Allocation

Total Southern Utah University	\$	4,874,163
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Snow College

Chiller Replacement	\$	1,302,440
Chiller Replacement		369,008
Chiller Replacement		457,980
Rooftop Units Replacement		127,000
Rooftop & Coil Replacement		199,480
Rooftop Air Handler Replacement		397,780
Emergency Generator Replacement		199,480
Insulation Scrim		112,985
Hot Water Pipe Replacement		247,200
Total Snow College	\$	3,413,353

Dixie State University

Atwood Innovation Plaza Parking Lot	\$	1,112,500
East Campus Cooling Capacity Expansion		3,178,757
Campus Storm Water Study		175,000
Avenna Center Exterior Weather Proofing Improvements		412,109
Tanner Fountain Drainage Improvements		48,000
Eccles Fine Arts and Concert Hall Improvements		350,000
Total Dixie State University	\$	5,276,366

Utah Valley University

#21048790 - UVU CS Building HVAC Controls and Smoke and Fire Dampers Replacement	\$	365,000
Exterior Door ADA/Proximity Lock Phase 3		424,000
Noorda Center AHU Retrofit for Humidity Control		73,000
BA Basement Ceiling Grid and Light Fixture Replacement		219,088
Campus Corridor Small Cabinet Fans		590,000
12kv Transformer(s) Replacement		620,000
L6 Lots		382,112
Central Plant 3 Well House Improvements Phase II		303,000
LED Light Fixture Upgrades Phase 4		302,863
UVU Campus Wide Concrete Improvements Phase III		600,000
Finish Replacing 8" Galvanized Cold Water Loop		430,000
Library Plant Recommissioning and Cooling Tower Replacement		613,000
College Drive from Round About East to 800 South Traffic Light		358,230
Library LED Lighting and Controls		839,120
Relandscape of Steep Grass areas West Campus		1,181,000
CS Roof Replacement		826,183
Gas Meters on all Boilers		550,000
Total Utah Valley University	\$	8,676,596

Salt Lake Community College

RRC Utility Tunnel Pipe Replacement & Condition Study	\$	346,278
RRC LIB Generator		96,859
SLCC Elevator Modernization & Maintenance		1,076,354
SLCC Various Mechanical Replacement		1,102,493
LHM MFEC Auditorium LED Lighting		220,712

Capital Improvement Project Description**DFCM Allocation**

SCC Site Hardscape Repairs		355,000
SLCC Mechanical Controls Upgrades Phase II		1,296,801
WPC SSB Xeriscape		89,872
SLCC Pavement Maintenance Phase 3		640,791
JC Xeriscape		201,388
SLCC Pavement Maintenance Phase 4		652,658
LHM Xeriscape		305,326
LAC Window & Sklight Replacement		634,379
Total Salt Lake Community College	\$	7,018,911

Bridgerland Technical College

Culinary Arts HVAC Safety and Upgrades to Lab, Demo Kitchen, Serving Area & Classroom	\$	1,466,964
Master Plan		132,497
Total Bridgerland Technical College	\$	1,599,461

Davis Technical College

Academic Development Roof Replacement	\$	491,416
North Campus Improvements		477,418
Diesel Shop MAU and Ventilation updates, Central Air Compressor System		310,902
Building Envelope Improvements		95,535
Total Davis Technical College	\$	1,375,271

Dixie Technical College

Southern Parking Lot Expansion & Safety Upgrades	\$	246,318
Total Dixie Technical College	\$	246,318

Mountainland Technical College

Surgical Tech and Central Steril	\$	1,356,000
Parking Lot Expansion		193,040
Upgrade security System		39,751
Recoat and Restripe Main Parking Lot		58,070
Total Mountainland Technical College	\$	1,646,861

Ogden-Weber Technical College

Building Electrical Survey & Upgrade	\$	500,000
Phase 2 - Replace Transformer on Main Campus		550,000
Replace Fire Risers		250,000
Perimeter Road Repairs to include Main Entrance, Main Exit, and Bus Loop		400,000
Total Ogden-Weber Technical College	\$	1,700,000

Southwest Technical College

A&T - Sidewalk, Driveway, & Parking Improvements	\$	150,200
A&T - Building Automation System		164,155
KCC - Generator Installation		152,167
A&T - Sidewalk & Waterway Improvements		100,000
Total Southwest Technical College	\$	566,522

Tooele Technical College

Capital Improvement Project Description	DFCM Allocation	
Outdoor Amphitheater	\$	174,306
Total Tooele Technical College	\$	174,306
Uintah Basin Technical College		
Intercom System & Electronic Door Access	\$	582,155
Vernal Flooring		463,105
Roosevelt Sidewalk, Curb, Gutter		150,138
Total Uintah Basin Technical College	\$	1,195,398
UTAH SYSTEM OF HIGHER EDUCATION TOTALS	\$	92,957,340



UTAH SYSTEM OF
HIGHER EDUCATION

MEMORANDUM

TAB Q

May 19, 2022

Institutions' Health Plan Changes

The health benefits package is a critical component of the overall compensation package provided to institutional employees and is subject to significant conversation and review at each institution.

Annually, the Board receives a summary report regarding the USHE institutional health benefit plans for the upcoming year. The attached report provides the Board with several key metrics for an institution's health benefit plans, including 1) plans; 2) annual costs and premium split for employer and employee; 3) cost increases for employer and employee; and 4) any major plan design changes.

Commissioner's Recommendation

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

Attachment

Summary of USHE Health Plan Changes
Fiscal Year 2022-23

Institution	Health Insurance	Plan	Annual Employer Costs	Annual Employee Costs	Premium Split	% Increase for Employer	% Increase for Employee	Total % Cost Increase	Plan Changes
University of Utah	Blue Cross Blue Shield	Advantage Single Two-party Family	8,208 14,376 21,684	924 1,608 2,424	90/10 90/10 90/10	8.4% 8.4% 8.4%	8.0% 8.1% 8.0%	8.4% 8.4% 8.4%	Increased mental health and substance use disorder benefits and fertility benefits. Increased deductibles, copays, coinsurance percents, and out-of-pocket maximums
Utah State University	Blue Cross Blue Shield	Blue Single Two-party Family	6,378 14,399 20,779	1,357 2,992 4,301	90/10 90/10 90/10	4.2% 4.2% 4.2%	5.8% 5.8% 5.8%	4.4% 4.4% 4.4%	No major plan changes
Weber State University	PEHP	Advantage Single Two-party Family	7,406 15,270 20,385	823 1,697 2,265	90/10 90/10 90/10	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	No major plan changes
Southern Utah University	United Healthcare	Traditional Single Two-party Family	6,114 17,714 17,714	730 2,062 2,062	89/11 90/10 90/10	6.7% 6.7% 6.7%	6.7% 6.7% 6.7%	6.7% 6.7% 6.7%	No major plan changes
Snow College	PEHP	Advantage Single Two-party Family	7,550 15,567 20,782	678 1,399 1,868	92/8 92/8 92/8	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	No major plan changes
Utah Tech University	PEHP	Advantage Single Two-party Family	7,550 15,567 20,782	678 1,399 1,868	92/8 92/8 92/8	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	No major plan changes
Utah Valley University	Blue Cross Blue Shield	Traditional Single Two-party Family	8,010 17,623 24,833	511 1,125 1,585	94/6 94/6 94/6	8.6% 8.6% 8.6%	8.6% 8.6% 8.6%	8.6% 8.6% 8.6%	Added Telehealth and expanded mental and behavioral health services
Salt Lake Community College	Blue Cross Blue Shield	Traditional Single Two-party Family	7,542 16,990 23,767	852 1,896 2,580	90/10 90/10 90/10	10.5% 10.5% 10.5%	10.9% 11.3% 10.8%	10.6% 10.6% 10.5%	No major plan changes
Bridgerland Technical College	University of Utah Health	Traditional Single Two-party Family	7,550 17,087 24,418	- - -	100/0 100/0 100/0	6.4% 6.4% 6.4%	0.0% 0.0% 0.0%	6.4% 6.4% 6.4%	No major plan changes
Davis Technical College	PEHP	Advantage Single Two-party Family	7,530 15,525 20,725	677 1,395 1,863	92/8 92/8 92/8	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	No major plan changes
Dixie Technical College	PEHP	Star Single Two-party Family	6,624 13,716 18,840	- - -	100/0 100/0 100/0	7.4% 7.4% 7.1%	0.0% 0.0% 0.0%	7.4% 7.4% 7.1%	No major plan changes
Mountainland Technical College	PEHP	Star Single Two-party Family	7,404 15,266 20,381	132 274 377	98/2 98/2 98/2	6.4% 6.4% 6.4%	7.4% 7.3% 7.1%	6.4% 6.4% 6.4%	No major plan changes
Ogden-Weber Technical College	Select Health	Share Single Two-party Family	7,088 14,669 19,844	788 1,630 2,205	90/10 90/10 90/10	8.0% 8.0% 8.0%	8.0% 8.0% 8.0%	8.0% 8.0% 8.0%	No major plan changes
Southwest Technical College	Motivhealth	HSA Single Two-party Family	4,536 10,102 14,475	- - -	100/0 100/0 100/0	-5.0% -5.0% -5.0%	0.0% 0.0% 0.0%	-5.0% -5.0% -5.0%	No major plan changes
Tooele Technical College	PEHP	Traditional Single Two-party Family	7,550 15,567 20,782	678 1,399 1,868	92/8 92/8 92/8	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	6.4% 6.4% 6.4%	No major plan changes
Uintah Basin Technical College	PEHP	Star Single Two-party Family	7,404 15,266 20,381	132 274 377	98/2 98/2 98/2	6.4% 6.4% 6.4%	7.0% 7.2% 7.2%	6.4% 6.4% 6.4%	No major plan changes