University of Nebraska Board of Regents
Board of Regents Meeting
Itinerary

Thursday, December 2, 2010

9:00 a.m. — ACADEMIC AFFAIRS COMMITTEE

Topic: Online Worldwide *[60 minutes]*
Presenters: Arnold Bateman, Director, Online Worldwide
Tiffany Heng-Moss, Professor, Department Entomology, UNL
B. J. Reed, Dean, College of Public Affairs and Community Service, UNO
HaLea Messersmith, Graduate Researcher, University of Nebraska at Kearney

Topic: P-16 Goals *[45 minutes]*
Presenters: President Milliken
Governor Heineman
Marty Mahler, Executive Director P-16 Initiative

10:45 a.m. (approximate) — Break

11:00 a.m. (approximate) — BUSINESS AFFAIRS COMMITTEE

Topic: Energy Efficiency *[45 minutes]*
Presenters: Rebecca Koller, Assistant Vice President and Director of Facilities Management
Ted Weidner, Assistant Vice Chancellor, Facilities Management and Planning, UNL
Ken Hansen, Assistant Vice Chancellor, Facilities Management and Planning, UNMC

Topic: Arena Project JPA Update *[15 minutes]*
Introduction: Regent Tim Clare
Presenter: Joel Pedersen, Vice President and General Counsel

Noon (approximate) — Lunch

1:00 p.m. — **Board of Regents Meeting**

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall
3835 Holdrege Street
Lincoln, Nebraska 68583
Thursday, December 2, 2010
1:00 p.m.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON OCTOBER 15, 2010

IV. KUDOS
Michael R Cremers, University of Nebraska at Kearney
Jeff Malan, University of Nebraska-Lincoln
Tami Wells, University of Nebraska Medical Center
Gregory Hoff, University of Nebraska at Omaha

V. PUBLIC COMMENT

The Standing Rules of the Board provide that any person who gives 24 hours notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting. Each person will be given up to five minutes to make his or her remarks. Public comment will be limited to a period of 30 minutes.

VI. RESOLUTIONS
Recognition for Regent Andrew Klutman, University of Nebraska Medical Center

VII. HEARINGS

VIII. UNIVERSITY CONSENT AGENDA
B. BUSINESS AFFAIRS
University of Nebraska
1. Approve the acceptance of audited financial statements of the University of Nebraska and related entities Addendum VIII-B-1
2. Approve the amendment to the Audit Committee Charter Addendum VIII-B-2
University of Nebraska-Lincoln
3. Approve Amendment to Section 6.3.1.(4)h of the *University of Nebraska Board of Regents Policies* that requires bowl game contracts be approved by the Board of Regents Addendum VIII-B-3
University of Nebraska Medical Center
4. (1) Eliminate formal geographic restrictions on Board of Regents appointments to The Nebraska Medical Center pursuant to the Joint Operating Agreement and repeal the motions adopted by the Board of Regents on December 11, 2004 and November 11, 2005. The Board shall endeavor to recruit Board appointees from across Nebraska and to have representation from non-metropolitan Nebraska on

the Board at all times. (2) Approve appointment of two members, Ron Hollins, M.D., and James B. Milliken, to the Board of Directors of The Nebraska Medical Center effective January 1, 2011, for a term of three years. Addendum VIII-B-4

IX. UNIVERSITY ADMINISTRATIVE AGENDA

B. BUSINESS AFFAIRS

University of Nebraska

1. Authorize the President to execute, approve, and administratively process the Nebraska Innovation Campus Covenants, Conditions and Restrictions Addendum IX-B-1

University of Nebraska-Lincoln

2. Authorize the UNL Chancellor to finalize, administer and execute the Lease and Operating Agreement for the West Haymarket Arena with the City of Lincoln, Nebraska for UNL Athletics use for home games and practices for men's and women's basketball and up to an additional fifteen days per year Addendum IX-B-2
3. Approve the Amended and Restated Joint Public Agency Agreement for the West Haymarket Arena Addendum IX-B-3
4. Approve the attached Resolution to authorize expenditure of up to $1,646,385 for capital improvements for the Nebraska Unions and University Housing facilities from the Replacement Fund of the Student Fees and Facilities Revenue Bonds at the University of Nebraska-Lincoln Addendum IX-B-4
5. Approve the selection of the Clark Enersen Partners to provide design services for the East Stadium Improvements at the University of Nebraska-Lincoln Addendum IX-B-5

University of Nebraska Medical Center

6. Approve a change in plan and the corresponding revised program statement and budget for the renovation of Poynter Hall on the UNMC campus Addendum IX-B-6

C. FOR INFORMATION ONLY

1. University of Nebraska Strategic Planning Framework Addendum IX-C-1
2. University of Nebraska Strategic Framework Accountability Measures Addendum IX-C-2
3. Calendar of establishing and reporting accountability measures Addendum IX-C-3
4. University of Nebraska Strategic Dashboard Indicators Addendum IX-C-4
5. Board of Regents agenda items related to the University of Nebraska Strategic Framework Addendum IX-C-5

D. REPORTS

1. Quarterly Personnel Report Addendum IX-D-1
2. Leaves of Absences approved during the period July 1, 2009-June 30, 2010 Addendum IX-D-2
3. Six-year Capital Plan and Capital Construction Addendum IX-D-3
4. Gifts, Grants, Contracts & Bequests Addendum IX-D-4
5. Revisions to rules and regulations for faculty and student self-government organizations Addendum IX-D-5
6. Bids & Contracts Addendum IX-D-6
7. Increase original allocation to LB 605 projects Addendum IX-D-7
8. Naming the University of Nebraska Medical Center College of Dentistry North Clinic the "Dr. John W. Reinhardt North Clinic" Addendum IX-D-8

X. ADDITIONAL BUSINESS

VIII. UNIVERSITY CONSENT AGENDA

B. BUSINESS AFFAIRS

University of Nebraska

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2. Approve the amendment to the Audit Committee Charter Addendum VIII-B-2

University of Nebraska-Lincoln

3. Approve Amendment to Section 6.3.1.(4)h of the *University of Nebraska Board of Regents Policies* that requires bowl game contracts be approved by the Board of Regents Addendum VIII-B-3

University of Nebraska Medical Center

4. (1) Eliminate formal geographic restrictions on Board of Regents appointments to The Nebraska Medical Center pursuant to the Joint Operating Agreement and repeal the motions adopted by the Board of Regents on December 11, 2004 and November 11, 2005. The Board shall endeavor to recruit Board appointees from across Nebraska and to have representation from non-metropolitan Nebraska on the Board at all times. (2) Approve appointment of two members, Ron Hollins, M.D., and James B. Milliken, to the Board of Directors of The Nebraska Medical Center effective January 1, 2011, for a term of three years. Addendum VIII-B-4

TO:	The Board of Regents Business Affairs	Addendum VIII-B-1
MEETING DATE:	December 2, 2010	
SUBJECT:	Financial Statements and related Auditors' Reports for the University of Nebraska	
RECOMMENDED ACTION:	Approve the acceptance of audited financial statements of the University of Nebraska and related entities.	
PREVIOUS ACTION:	December 11, 2009 – The Board of Regents accepted the financial statements and related Auditors' Reports for the year ended June 30, 2009.	
EXPLANATION:	Approval of this item will accept the following audited financial statements of the University of Nebraska and related entities for the year ended June 30, 2010: Master Trust Indenture University of Nebraska Facilities Corporation UNMC Physicians The Nebraska Medical Center These financial statements come to the Board with the approval of the Audit Committee. Members of the public and news media may obtain a copy of the audit in the Offices of the University Corporation Secretary or the Vice President for Business & Finance, 3835 Holdrege Street, Lincoln, Nebraska 68583, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except University holidays.	
SPONSORS:	David E. Lechner Vice President for Business and Finance James B. Milliken President	
RECOMMENDED:	Jim McClurg, Chair Audit Committee	
DATE:	November 5, 2010	

TO:	The Board of Regents	Addendum VIII-B-2
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Audit Committee Charter	
RECOMMENDED ACTION:	Approve the amendment to the Audit Committee Charter	
PREVIOUS ACTION:	None	
EXPLANATION:	In 2003, the Board of Regents reinstituted its Audit Committee. This action was consistent with the passage of federal legislation regarding for-profit organizations (Sarbanes/Oxley) and also demonstrated the clear commitment of the Board to support constantly improving business practices, policies and reporting structures, bolster accountability, foster intra-University coordination and cooperation, and provide appropriate oversight for an institution with the scope and reach of the University of Nebraska. One of the first acts of the Audit Committee was to develop a charter. This action, if approved, would amend the charter, a copy of which is attached. The primary changes are to clarify the Committee's responsibility for oversight of the external auditor, the relationship between the campus internal audit staff and the Director of Audit and Advisory Services and to provide an annual review of the performance of the Director of Audit and Advisory Services by the Committee. Through incorporating these changes, which are in alignment with *Standards for the Professional Practice of Internal Auditing* by the Institute of Internal Auditors, the Audit Committee will gain additional assurances in discharging its oversight role and in making the University more efficient and effective through a strengthened, independent internal audit function. This change in the charter comes to the Board with the approval of the Audit Committee.	
PROJECT COST:	None	
SOURCE OF FUNDS:	None	
RECOMMENDED:	Jim McClurg, Chair Audit Committee	
DATE:	November 10, 2010	

CHARTER OF THE AUDIT COMMITTEE OF THE UNIVERSITY OF NEBRASKA

Purposes of the Audit Committee

The purposes of the Audit Committee (the "Committee") are to assist the Board of Regents with the oversight of (i) the integrity of the University of Nebraska's (the "University") financial statements, (ii) the University's compliance with laws and regulations (iii) the independent auditors' ~~(defined as external auditor hired to perform work other than the annual financial audit of the financial statements)~~ qualifications and independence, (iv) the performance of the University's internal audit function (and independent auditors) ~~and~~,(v) the accounting and financial reporting processes of the University and audits of the University's financial statements ~~and, (vi) the coordination with the Auditor of Public Accounts (APA) on the annual audit of the financial statements~~.

The function of the Committee is oversight. The management of the University is responsible for the preparation, presentation, and integrity of the University's financial statements. Management is responsible for maintaining appropriate accounting and financial reporting principles and policies and internal controls and procedures that provide compliance with accounting standards and applicable laws and regulations. The independent auditors for the University are accountable to the Board of Regents; however, the Committee has the sole authority and responsibility to retain and terminate the University's independent auditors. ~~The APA is responsible for planning and carrying out a proper audit of the University's annual financial statements in coordination with the Audit Committee~~.

Duties and Responsibilities of the Audit Committee

The following are the duties and responsibilities of the Committee:

Independent Auditors

1. The sole authority to appoint, compensate, retain, oversee and terminate the independent auditors.

2. The sole authority to pre-approve all terms of and fees for audit services, audit-related services, tax services, and other services to be performed for the University by the independent auditors.

3. Ensure that the independent auditors prepare and deliver annually a formal written statement (an "Auditors' Statement") describing: the independent auditors' internal quality-control procedures; any material issues raised by the most recent internal quality-control review or peer review of the independent auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the independent auditors, and any steps taken to deal with any such issues; and (to assess the independent auditors' independence) all relationships between the independent auditors and the University, including each non-audit service provided to the University. The Committee shall discuss with the independent auditors any relationships or services disclosed in the independent Auditors' Statement that may impact

the quality of independent audit services or the objectivity and independence of the University's independent auditors.

4. Ensure that the independent auditors shall submit to the University annually a formal written statement of the fees billed for each of the following categories of services rendered by the independent auditors: (i) audit services, including the annual financial statement audit (including required quarterly reviews), subsidiary audits, and other procedures required to be performed by the independent auditors to be able to form an opinion on the University's consolidated financial statements; (ii) audit related services, which include assurance and related services that are reasonably related to the performance of the audit or review of the University's financial statements or that are traditionally performed by the independent auditors, but are not necessarily required by statutory or regulatory audit mandates; (iii) tax services for the University; and (iv) all other services rendered by the independent auditors for the most recent fiscal year, in the aggregate and by each category of service.

5. Review the independent auditors' audit plan prior to the commencement of the audit and discuss audit scope, staffing, locations, reliance upon management, and internal audit and general audit approach.

6. Review and evaluate the qualifications, performance, and independence of the independent auditors, including an evaluation of the lead partner of the independent auditors and an evaluation of whether the independent auditors' quality controls are adequate and whether the provision of permitted non-audit services is compatible with maintaining the auditors' independence. The Committee's evaluation of the independence of the independent auditors shall be made with respect to applicable standards of independence set forth in any applicable laws, regulations, or financing standards. The Committee shall consider the opinions of management and the Audit and Advisory services department in its evaluation.

7. Ensure the appropriate rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit. Consider, whether, in order to assure continuing auditor independence, there should be a change of the audit firm itself.

8. Receive and act upon any report from the independent auditors regarding internal control deficiencies and any response from management thereto.

9. Approve any non-audit services by the independent auditors.

~~*Auditor of Public Accounts (APA)*~~

~~10. Assure open, responsive and professional cooperation with APA as they execute their constitutionally authorized audit functions.~~

~~11. Review the APA audit plan prior to the commencement of the audit and discuss audit scope, staffing, locations, reliance upon management, and internal audit and general audit approach. Annually obtain the APA's most recent peer review.~~

~~12. Receive and act upon any report from the APA regarding deficiencies and any response from management thereto.~~

~~13. Review non-audit services by the APA.~~

Dispute Resolution

Any dispute or claim arising out of or relating to Audit services provided hereunder, or any other audit or attest services provided by or on behalf of the Auditor or any of its subcontractors or agents to the University or at their request, shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect ("CPR Arbitration Rules"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforcement of these dispute resolution procedures) including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). All mediation and arbitration shall take place in Lincoln, Nebraska. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

Audit and Advisory Services

~~The Director of Audit and Advisory Services shall report to the President for administrative support and to the Committee as to the process and content of the internal audit and advisory services reports~~. The Director of Audit and Advisory Services shall report administratively to the President and functionally to

the Audit Committee of the Board of Regents. All University Audit and Advisory Services and campus internal audit or operations analysis staff (audit staff) shall report administratively to their organizational leadership~~for administrative support and shall report to the Committee as to the process and content of their interl audit function and reporting~~. All audit staff work products shall be provided to the Director of Audit and Advisory Services and be reported to the Committee for acceptance by the Director. Any changes of employment or responsibilities of the audit staff will be approved by the Chairperson of the Committee prior to the action being taken and the Committee will be notified at their next meeting. The President of the University shall appoint the Director of Audit and Advisory Services with the approval of the Committee. ~~The Director of Audit and Advisory Services shall report to the President for administrative support and to the Committee as to the process and content of the internal audit and advisory services reports.~~

10. Review and approve the internal audit function of ~~the University~~ Audit and Advisory Services, including the proposed audit plans, reporting plans and schedules, and operating procedures for the upcoming year. The Director of Audit and Advisory Services shall review the audit plans and operating procedures of audit staff and provide any suggestions to the campus and to the Committee.

11. Annually review the performance and compensation of the Director of Audit and Advisory Services and provide a recommendation to the President.

12. Review the budget, any changes in plan, activities, or organizational structure, and qualifications of the Audit and Advisory Services department, as needed.

13. Interview the finalists for the Director of Audit and Advisory Services position when it is to be filled.

14. Review significant reports prepared by the Audit and Advisory Services department, together with management's response and follow-up to these reports.

Financial Reporting Principles and Policies; Internal Audit Controls and Procedures

15. Advise management, the Audit and Advisory Services department, and the independent auditors ~~and the APA~~ that they are expected to provide to the Committee a timely analysis of significant financial reporting issues and practices.

16. Meet separately and on a periodic basis with management, the Audit and Advisory Services department and the independent auditors ~~and APA~~.

17. Meet with management, the independent auditors, ~~APA~~ and, if appropriate, Director of Audit and Advisory Services to do the following:

    a. Discuss the scope of the annual audit;

b. Discuss any significant matters arising from any audit, including any audit problems or difficulties, and execution of response to audit findings;

c. Discuss any audit problems or difficulties the independent auditors or APA encountered in the course of the audit, including any restriction on their activities or access to requested information and any significant disagreements with management, and management's responses thereto;

d. Review the form of opinion the independent auditors and APA propose to render to the Board of Regents;

e. Discuss, as appropriate, any major issues regarding accounting principles and financial statement presentations, including any significant changes in the University's selection or application of accounting principles, and major issues as to the adequacy of the University's internal controls and any special audit steps adopted in light of material control deficiencies;

f. Discuss and consider the integrity of the University's financial reporting guidelines, policies, and controls governing the process by which senior management for the University and the relevant departments of the University assess and manage the University's exposure to risk, and discuss the University's major financial risk exposures and the steps management has taken to monitor, control, and report such exposures. Review significant findings prepared by the independent auditors and the internal audit department together with management's responses thereto.

18. Review management's analysis of significant financial reporting issues and practices.

Compliance Oversight

19. Assist the Board of Regents with oversight of the University's compliance laws and regulations.

20. Establish procedures for the receipt, retention, and treatment of complaints received by the University regarding accounting, internal accounting controls, or auditing matters, and the confidential, anonymous submission by University employees of concerns regarding questionable accounting or auditing matter.

Reporting and Recommendations

21. Review and reassess the adequacy of the Committee's charter annually.

22. Prepare and report to the Board of Regents (i) with respect to such matters as are relevant to the Committee's discharge of its responsibilities, and (ii) with respect to such recommendations as the Committee may deem appropriate. The report to the Board of

Regents may take the form of an oral report by the chairperson of the Committee or any other member of this Committee designated by the Committee to make this report.

Meetings

The Committee shall meet no less frequently than once each fiscal quarter to discuss with management the annual audited financial statements and quarterly financial statements, as applicable. The Committee should meet separately periodically with management, the Director of Audit and Advisory Services, ~~the APA~~ and the independent auditors to discuss any matters that the Committee or any of these persons or firms believe should be discussed privately. The Committee may request any officer or employee of the University, of the University's General Counsel's Office or independent auditors to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee. Members of the Committee may participate in a meeting of the Committee by means of conference call or similar communications equipment by means of which all persons participating in the meeting can hear each other. The Committee shall maintain minutes or other records of meeting of the Committee.

Resources and Authority of the Audit Committee

The Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the authority to select, retain, terminate, and approve the fees and other retention terms of special or independent counsel, accountants or other experts, as it deems appropriate. The Committee may be vested with other specific powers and authority by resolution of the Board of Regents. The University shall provide for appropriate funding, as determined by the Committee, for payment of (i) compensation to the independent auditors for the purpose of rendering or issuing an audit report, (ii) compensation to any advisors employed by the Committee, and (iii) ordinary administrative expenses that are necessary or appropriate for carrying out the duties of the Committee.

Annual Performance Evaluation

The Committee shall perform a review and evaluation, ~~at least annually~~ as necessary, of the performance of the Committee. The Committee shall conduct such evaluations and review in such manner as it deems appropriate.

Disclosure of Charter

This Charter shall be made available on the University's website.

Amendment

Any amendment or other modifications of this charter shall be made and approved by the Board of Regents.

Adopted April 24, 2009
Revised December 2, 2010

TO:	The Board of Regents	Addendum VIII-B-3
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Amend Section 6.3.1.(4)h of the *University of Nebraska Board of Regents Policies*	
RECOMMENDED ACTION:	Approve Amendment to Section 6.3.1.(4)h of the *University of Nebraska Board of Regents Policies* that requires bowl game contracts be approved by the Board of Regents.	
PREVIOUS ACTION:	None	
EXPLANATION:	Currently, post-season bowl game contracts are required to be approved by the Board of Regents, as these contracts are specifically excluded from the President's executory powers in Policy Section 6.3.1. Post-season football bowl game contracts are now negotiated by the respective athletic conferences not by the universities participating in the post-season bowl games. Therefore, a portion of Section 6.3.1.(4)h of the *Board of Regents Policies* that retains approval authority of these contracts to the Board is no longer applicable. With approval of this item, 6.3.1.(4)h is amended to read as follows, "(The President shall have the authority to approve…) Any contract relating to the staging, performance or sponsorship of any cultural, performing arts, recreational or intercollegiate athletic event~~, except any contract relating to any post-season intercollegiate football bowl game~~."	
PROJECT COST:	None	
SOURCE OF FUNDS:	None	
RECOMMENDED:	Joel D. Pedersen Vice President and General Counsel	
DATE:	September 30, 2010	

TO:	The Board of Regents	Revised Item Addendum VIII-B-4

MEETING DATE: December 2, 2010

SUBJECT: Appointment of members to the Board of Directors of The Nebraska Medical Center

RECOMMENDED ACTION: Eliminate formal geographic restrictions on Board of Regents appointments to The Nebraska Medical Center pursuant to the Joint Operating Agreement and repeal the motions adopted by the Board of Regents on December 11, 2004 and November 11, 2005. The Board shall endeavor to recruit Board appointees from across Nebraska and to have representation from non-metropolitan Nebraska on the Board at all times.

Approve appointment of two members, Ron Hollins, M.D., and James B. Milliken, to the Board of Directors of The Nebraska Medical Center effective January 1, 2011, for a term of three years.

PREVIOUS ACTION: October 1, 1997 – The Board of Regents entered into a Joint Operating Agreement (JOA) with Bishop Clarkson Memorial Hospital and Clarkson Regional Health Services, Inc to create the Nebraska Health System, now named The Nebraska Medical Center. The JOA created a twelve (12) person Board of Directors composed of six (6) persons selected by the Board of Regents, including at least one practicing physician and two (2) persons of the Nebraska community broadly representative of, and fully knowledgeable in, business and finance; and six (6) persons selected by Bishop Clarkson Memorial Hospital and the Clarkson Regional Health Services, including at least one practicing physician and two (2) persons of the community broadly representative of, and fully knowledgeable in, business and finance. Within these categories, representation can be freely selected.

December 11, 2004 – The Board of Regents adopted a motion requiring future appointments by the Board of Regents to the Board of Directors of The Nebraska Medical Center to achieve and maintain appropriate representation from throughout the state with no more than three persons from any one of three Congressional Districts.

November 11, 2005 – The Board of Regents approved a motion that if future appointments to The Nebraska Medical Center Board of Directors are not made by reappointment of an incumbent member or appointment of a University of Nebraska Medical Center employee, then every effort would be made to achieve representation on the board from throughout the state with no more than two persons from any one of the three Congressional districts serving on the board.

January 18, 2008 – The Board of Regents approved the appointment of Ron Hollins, M.D. and Randolph M. Ferlic, M.D., for a term of three years.

November 7, 2008 – The Board of Regents approved the appointment of Gail Walling Yanney and Jan Thayer, for a term of three years.

September 4, 2009 – The Board of Regents approved the appointment of Harold M. Maurer, M.D. and Duane Acklie, for a term of three years.

EXPLANATION: The Board of Regents shall seek to appoint the most qualified people for membership on the Board of Directors without regard to geographic location.

The Nebraska Medical Center Bylaws provide for the appointment of twelve members of The Nebraska Medical Center Board of Directors for three year terms. The two members of The Nebraska Medical Center (the Regents and the combined Clarkson entities) shall each appoint six directors with staggered terms. The current Board of Directors appointed by the Board of Regents and their terms are:

January 1, 2008 to December 31, 2010:
Ron Hollins, M.D.
Randolph M. Ferlic, M.D.

January 1, 2009 to December 31, 2011:
Gail Walling Yanney, M.D.
Jan Thayer

January 1, 2010 to December 31, 2012:
Harold M. Maurer, M.D.
Duane Acklie

Therefore, it is recommended that the Regents approve the appointment of the following two persons to The Nebraska Medical Center Board of Directors for a term of three years:

Appointee (terms from January 1, 2011 to December 31, 2013):

Ron Hollins, M.D.
James B. Milliken

RECOMMENDED: Executive Committee
Board of Regents

DATE: December 2, 2010

IX. UNIVERSITY ADMINISTRATIVE AGENDA

B. BUSINESS AFFAIRS

University of Nebraska

1. Authorize the President to execute, approve, and administratively process the Nebraska Innovation Campus Covenants, Conditions and Restrictions Addendum IX-B-1

University of Nebraska-Lincoln

2. Authorize the UNL Chancellor to finalize, administer and execute the Lease and Operating Agreement for the West Haymarket Arena with the City of Lincoln, Nebraska for UNL Athletics use for home games and practices for men's and women's basketball and up to an additional fifteen days per year Addendum IX-B-2

3. Approve the Amended and Restated Joint Public Agency Agreement for the West Haymarket Arena Addendum IX-B-3

4. Approve the attached Resolution to authorize expenditure of up to $1,646,385 for capital improvements for the Nebraska Unions and University Housing facilities from the Replacement Fund of the Student Fees and Facilities Revenue Bonds at the University of Nebraska-Lincoln Addendum IX-B-4

5. Approve the selection of the Clark Enersen Partners to provide design services for the East Stadium Improvements at the University of Nebraska-Lincoln Addendum IX-B-5

University of Nebraska Medical Center

6. Approve a change in plan and the corresponding revised program statement and budget for the renovation of Poynter Hall on the UNMC campus Addendum IX-B-6

TO:	The Board of Regents	Addendum IX-B-1
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Nebraska Innovation Campus Covenants, Conditions, and Restrictions	
RECOMMENDED ACTION:	Authorize the President to execute, approve, and administratively process the Nebraska Innovation Campus Covenants, Conditions and Restrictions.	
PREVIOUS ACTION:	September 10, 2010 – The Board of Regents approved the Master Lease between the Board of Regents of the University of Nebraska and the Nebraska Innovation Campus Development Corporation for the land to be formally designated the Nebraska Innovation Campus. April 16, 2010 – The Board of Regents created and approved the appointment of Directors of a non-profit 501(c)(3) entity under the umbrella of the University Technology Development Corporation (UTDC) to assist the Board of Regents in the acquisition, financing, improvement and operation of the Nebraska Innovation Campus, and other related properties including the design, development, construction, marketing, managing, and leasing of Nebraska Innovation Campus. December 9, 2009 – The Board of Regents approved the transfer of title of the Nebraska State Fairgrounds in Lancaster County from the State of Nebraska to the Board of Regents as provided by law. November 20, 2009 –The Board of Regents approved the Master Plan and Business Plan for Innovation Campus and authorized the President to submit the same as required by law and provide a commitment for the President to provide an annual update of the plans on behalf of the University to complete the University's obligations under Neb. Rev. Stat. § 2-113(2) (Supp. 2009).	
EXPLANATION:	Approval of these covenants, conditions and restrictions (CC&R's) provides the focused implementation of the Master Plan recommended Site Design, Architecture and Infrastructure principles, frameworks, and character requirements. for the land to be formally designated as the Nebraska Innovation Campus (NIC) and will be filed with the Register of Deeds as a formal use restriction on the property. The Master Lease provided for the NICDC to assist in developing the CC&R's and the NICDC has approved the same. The approval of these CC&R's will also allow the Nebraska Innovation Campus Development Corporation (NICDC) to commence build out, operation and development of NIC in accordance with the NIC Business Plan and Master Plan. The master land use plan for the NIC has been accepted by the NICDC and approved by the cognizant public (Change of Zone 10018, NIC Planned Unit Development). The NICDC will also	

submit to the Board of Regents, beginning in 2011, an annual report to ensure that the project is meeting the strategic goals of the Board of Regents, particularly in the objectives to: pursue excellence through focus on targeted programs in areas of importance to Nebraska where the university can be a regional, national and/or international leader (e.g. agriculture and natural resources, life sciences, information technology and architectural engineering); engage in partnerships with government and the private sector to develop regional economic strength; and pursue excellence in educational attainment aligned with the long-term interests of the state.

Net proceeds from the development of the NIC are returned to the University. Exhibit C to the Master Lease will be updated at a later date to provide the location of the University sites to be completed with agreement of the NICDC.

The University will remain the owner of the land and the NICDC will through appropriate ground sublease agreements provide for the development of buildings and related structures, many of which will allow the use of Tax Increment Financing under the "private use" provisions of Nebraska law.

University funded improvements at the site will continue to comply with applicable Nebraska law, and bylaws and policies of the Board of Regents, including Board approval under the Capital Planning and Development Policies.

The President is authorized to approve, execute, and administratively process the CC&R's and related documents, directives, and approvals required by its terms notwithstanding any other provision of the Board's bylaws or policies.

SPONSORS: Harvey S. Perlman
Chancellor

Christine A. Jackson
Vice Chancellor for Business and Finance

Joel D. Pedersen
Vice President and General Counsel

RECOMMENDED: James B. Milliken
President

DATE: November 9, 2010

When recorded return to:
Joel D. Pedersen
3835 Holdrege Street
Lincoln, NE 68583

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE NEBRASKA INNOVATION CAMPUS

This Declaration of Covenants, Conditions and Restrictions (collectively referred to hereinafter as the "Declaration") is made this _____ day of _____, 2010 by the Board of Regents of the University of Nebraska, hereinafter referred to as "University".

I. RECITALS

A. On or about November 20, 2009 the University approved the Master Plan and Business Plan for Nebraska Innovation Campus ("Master Plan" and "Business Plan" respectively).

B. On about December 22, 2009, the University acquired fee title to the Nebraska State Fairgrounds in Lancaster County, Nebraska more particularly described in Exhibit A attached hereto ("Property").

C. On or about September 10, 2010, the University executed the Master Lease Agreement ("Master Lease") for the Property with the Nebraska Innovation Campus Development Corporation ("NICDC") providing the authority for the NICDC to develop, maintain and operate the Nebraska Innovation Campus ("NIC") on the Property in accordance with the Master Plan. The NICDC's responsibilities include facilitating and coordinating the public and private sector development of NIC, preparing appropriate restrictive covenants and use restrictions, and subleasing portions of NIC to third parties.

D. This Declaration is made to ensure that the Property is utilized in the best interests of the University for purposes of developing and operating the NIC as an area devoted to business, research, science and related activities in a manner that it will be a continuing asset to the University consistent with the Master Plan, Business Plan and Master Lease and for other purposes as set forth below.

NOW, THEREFORE, for the foregoing purposes, the Property shall be established, held, developed, and occupied subject to the covenants, restrictions, and provisions hereinafter set forth.

II. DESIGN REVIEW AND APPROVAL

The covenants, restrictions, and provisions set forth herein shall be administered and applied by the NICDC. The NICDC shall have complete authority to approve, reject or require modification to any plan or design proposal for development or construction and to establish the conditions upon which design proposals will be evaluated and to allow variations to standards

and design criteria where such variations will assist in carrying out the intent of this Declaration and guidelines herein. Determinations to be made by the NICDC shall be made utilizing the exercise of the reasonable discretion of the NICDC.

III. PERMITTED USES

In order to assure that the NIC is developed and occupied in a manner consistent with this Declaration, all tenants are subject to approval by NICDC as follows:

SECTION 3.1 OPERATINGS AND FUNCTIONS

Operations located in the NIC must be substantially comprised of one or more of the following:

1) Research or creative activity,
2) Development or commercialization of early stage innovations,
3) Activities compatible with or supportive of University research or educational programs or activities, or
4) Educational or public service activities consistent with the University's mission.

Businesses or organizations which provide services to tenants of NIC and/or the University will also be permitted in areas as approved by the NICDC. Mixed use facilities such as restaurants, banks, medical offices and other retail establishments may be constructed to fit within the scope of their respective normal activities within approved areas in a way that will help provide ancillary support services within the NIC.

SECTION 3.2 MANUFACTURING FACILITIES

Product manufacture or assembly shall be limited to: prototype development; the assembly of high technology products which are related to the onsite research and development activities of the respective tenant; other manufacturing operations that require the continual or recurrent application of research knowledge and activity as an integral part of the manufacturing process; or technology transfer industries or applications.

SECTION 3.3 PHYSICAL FACILITIES AND LANDSCAPING

Any physical facility or landscaping constructed within the NIC must be attractive and conform to the NIC Development Guidelines as the same may be amended from time to time by the NICDC.

SECTION 3.4 RELATIONSHIP TO THE UNIVERSITY

In addition to the above, the NICDC will also favorably consider whether a prospective tenant demonstrates a beneficial relationship with the University. Such criteria may include, but are not limited to: possible employment of students or faculty; the use of the library or scientific equipment or other facilities, the use of which may be available to students or faculty; complementary areas of expertise; actual or potential finances or other direct or indirect benefits to the University or its faculty or staff.

IV. RESTRICTIONS ON TRANSFER

The Property shall be for the sole use of the NICDC approved occupant, user, owner, lessee or tenant. NICDC approvals are not transferable and may not be thereafter sold, leased or otherwise transferred unless the transaction shall be first approved by the NICDC.

V. DESIGN REQUIREMENTS

SECTION 5.1 DESIGN REVIEW

The external appearance, build-to lines and setbacks for the buildings and improvements within the NIC are the primary concern of the NICDC. No building, structure or other improvement, including landscaping, shall be constructed or significantly altered within the NIC without the prior written approval of the NICDC. Informal, pre-design conferences with the NICDC are strongly recommended. The following material and information shall be submitted to the NICDC for review prior to approval by the NICDC and prior to the execution of construction contracts:

A. Site plans, including setback lines, roads, parking areas, loading and maneuvering areas, external lighting, utilities and utility easements, grading and planting plans, which plan shall show existing grades and natural vegetation;

B. Floor plans, cross sections and elevations, drawn to scale, of all sides of the buildings, structures or improvements, location and detail of external signs;

C. Samples of actual materials proposed for all external surfaces;

D. A professionally designed landscape, irrigation, and drainage plan;

E. An accurate architect's or artist's depiction or scale model of the project; and

F. Appropriate specifications.

SECTION 5.2 DESIGN STANDARDS

NIC Development Guidelines as may be amended from time to time by the NICDC shall set forth the specific guides and criteria for all approved buildings within NIC.

The general character of NIC shall be campus with emphasis on the natural characteristics of the site. The exterior walls of each building are to be constructed of durable, permanent architectural materials which are compatible with campus-like standards. Buildings proposed to be fabricated of or to predominately utilize metal siding generally will be disfavored.

Building roofs are to be uncluttered. At the discretion of the NICDC, when flat roof surfaces will be visible from roads or adjacent areas, pitched roofs may be required. Cooling towers, rooftop and ground mounted mechanical units and ventilation fans are to either be integrated into the design of the structure or screened from view.

Signage should be in accord with any signage and graphic standard which may be adopted by the NICDC.

Any building constructed within the Nebraska Innovation Campus should be designed by a licensed architect or licensed engineer in accordance with Nebraska state law and should conform to all applicable building and life safety codes.

SECTION 5.3 CONDITION AND MAINTENANCE-OF-PROPERTY

Tenants and building owners should at all times, and at their own expense, keep and maintain premises leased or owned by them in a safe, clean and wholesome condition and in good repair. Maintenance of the exterior of buildings and other improvements, including parking and sidewalk/ pedestrian access areas, should include, when and as needed, painting, parking stall and directional striping, snow and ice removal, removal of debris, washing and sweeping, and surface and other repair. Maintenance of landscaping should include, when and as needed, watering, trimming, fertilization, removal of dead or waste materials and all debris, and replacement of dead or diseased grass, ground cover, shrubs or trees.

Common areas shall be maintained by the tenants and building owners as determined in the applicable agreement creating the tenancy consistent with the above.

SECTION 5.4 PARKING

Each ground lessee within NIC must comply with the minimum parking requirements for the use of its building as required by applicable law.

VI. ONGOING INTEGRATION WITH UNIVERSITY

The purpose of the NIC is to benefit and advance the purposes of the University. Therefore, in addition to compliance with the permitted uses, operations and functions set forth in this Declaration, tenants of the NIC shall, upon request by the University, meet with designated officials or representatives of the University, at reasonable intervals, times and places, to discuss and promote active integration and cooperation between the tenant and its activities and the University, its departments, faculty, designated students, and functions which are, or may be, relevant to the tenant's operations; and, the tenant shall exercise good faith efforts, upon such terms, at times, and in such manner, as may be reasonable under the circumstances, to encourage and permit access to its technical facilities and personnel, and to promote cooperative activities between the tenant and the University. The University may provide to employees of tenants access to University facilities, instrumentation, or programs under such conditions as the University may impose.

VII. DURATION

The covenants and restrictions of this Declaration shall run with the land and bind any owner, tenants or occupants of any land subject to this Declaration, their respective successors and assigns, in perpetuity.

VIII. AMENDMENT

Once there are three or more separate owners of buildings on the Property subject to this Declaration, this Declaration may be amended from time to time with the written approval of the NICDC and the written consent of two thirds of the owners of buildings on the Property

subject to this Declaration. Otherwise, the NICDC shall retain the ability to amend the same subject to the written consent of the developer, if any.

IX. NUISANCES

No noxious, dangerous or offensive activity shall be conducted upon any land, lot or portion of any lot, nor shall anything be done thereon which may be or may become any hazard or nuisance to abutting properties or the area or neighborhood in general. It is the intent that research, office and permitted light industrial activity shall be created and maintained with proper appearance from streets and adjoining properties and to ensure that no effect upon properties in the area shall occur from the emission of noise, dust, odor, glare, vibration, smoke or any other emission or waste which might constitute a nuisance or hazard.

X. GOVERNMENTAL APPROVALS AND PERMITS

The NICDC's approval of plans and specifications as described herein in no way relieves any party from obtaining any required approvals and permits from any governmental authority.

XI. ENFORCEMENT

The covenants and restrictions contained in this Declaration may be enforced by the developer, owners of buildings subject to this Declaration, the University or the NICDC by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation or to recover damages. The failure to enforce any restriction shall in no event be deemed to waive any right to do so thereafter or the right to enforce any other restriction.

XII. WAIVER

The failure of the University, the NICDC, or other person or authorized body, to enforce any requirement, restriction or standard herein contained, shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor to the right to enforce any other term, condition or restriction.

XIII. SEVERABILITY

If any provision of this Declaration is invalidated by statute, judgment, or court order, the remaining provisions shall remain in full force and effect.

[Signatures on following page]

Dated as of the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

_____
Corporate Secretary

BY: _____

Title:_____

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

_____ and _____ personally appeared before me and signed the foregoing instrument.

_____
Notary Public
Residing in _____ County, Nebraska

Approved by:

NEBRASKA INNOVATION CAMPUS
DEVELOPMENT CORPORATION

BY: _____

Title:_____

TO:	The Board of Regents	Addendum IX-B-2
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Lease and Operating Agreement for the West Haymarket Arena in the City of Lincoln, Nebraska	
RECOMMENDED ACTION:	Authorize the UNL Chancellor to finalize, administer and execute the Lease and Operating Agreement for the West Haymarket Arena with the City of Lincoln, Nebraska for UNL Athletics use for home games and practices for men's and women's basketball and up to an additional fifteen days per year.	
PREVIOUS ACTION:	March 5, 2010 - The Board of Regents authorized the President to execute the West Haymarket Joint Public Agency Agreement with the City of Lincoln and a related Memorandum of Understanding (MOU) providing for the Joint Public Agency (JPA) to serve as a coordinating entity to finance construction of the proposed arena and other improvements in downtown Lincoln.	
EXPLANATION:	The JPA was created in part to facilitate the land acquisition, environmental remediation, site preparation, and construction, equipping, furnishing, and financing for the voter approved Arena in the City of Lincoln, Nebraska. The JPA will lease the Arena to the City to operate and this lease will provide for UNL Athletics men's and women's basketball teams to practice and play home games at the Arena and up to an additional fifteen days for an initial term of 30 years consistent with the MOU. UNL Athletics will pay $750,000 rent annually subject to credits and offsets as provided for in the Agreement. The University will otherwise not be financially obligated to pay for the operation of or financial obligations of the Arena.	
SPONSORS:	Tom Osborne Director of Intercollegiate Athletics	
	Christine A. Jackson Vice Chancellor for Business and Finance	
	Joel D. Pedersen Vice President and General Counsel	
	Harvey S. Perlman, Chancellor University of Nebraska-Lincoln	
RECOMMENDED:	James B. Milliken President	
DATE:	November 5, 2010	

University of Nebraska/City of Lincoln

Lease and Operating Agreement

Lincoln — West Haymarket Arena

Lease and Operating Agreement

West Haymarket Arena

December 2010

Lease and Operating Agreement

This Lease and Operating Agreement (Agreement) is made and entered as of this ____ day of December, 2010 by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska - Lincoln (UNL) and the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska (City).

Recitals:

The JPA was created by the City and UNL in part to facilitate the land acquisition, environmental remediation, site preparation, and construction, equipping, furnishing, and financing for the Arena and other Arena Improvements.

The City and the JPA have entered into a Facilities Agreement governing the acquisition, construction, equipping, furnishing, operation and management of the Arena and other Arena Improvements and the application of Arena Funds received from the Arena Sources of Funds.

The Facilities Agreement provides for the JPA to acquire title to the Arena site and the sites for the other Arena Improvements and construct, equip and furnish the Arena and other Arena Improvements in accordance with final plans and specifications approved by the City. In order to carry out its responsibilities, the JPA appointed the City as its agent for purpose of acquiring, equipping and furnishing the Arena and other Arena Improvements. The Facilities Agreement further provides for the City to maintain, operate and manage the Arena and other Arena Improvements.

The City, as tenant, and the JPA, as landlord, have entered into a Facilities Agreement in connection with the design, construction, lease and operation of the Arena.

UNL is a member of the NCAA and UNL Athletics currently has Basketball Teams that are to practice and play Home Games at the Arena.

UNL, as tenant, and the City of Lincoln, as landlord, are entering into this Agreement in connection with the design, construction, lease and operation of the Arena Basketball Space and other Leased Improvements.

The City and UNL previously entered into the Memorandum of Understanding setting forth the understandings of the City and UNL with respect to construction of the Arena on the Arena Site utilizing the JPA for financing,

Now, therefore, in consideration of mutual covenants contained herein, the Parties agree as follows:

Section 1. Definitions.

Capitalized terms shall have the following definitions and shall apply for words and phrases as used in this Agreement unless more particularly defined in this Agreement.

Architect

Architect shall mean the architect for the Arena as designated by the City.

Administrator

Administrator shall mean a duly appointed representative of a Party who has binding authority to grant consent, approval, decision or determination hereunder on behalf of a Party. Administrators shall mean the City and UNL Administrators collectively.

Agreement

Agreement shall mean this Lease and Operating Agreement, dated as of the date written above by and between UNL and the City, including any amendments, modifications, extensions and substitutions, now or hereafter executed.

Arena

Arena shall mean the approximately 16,000 seat facility proposed for the Arena Site to be constructed as a multi-purpose sports and entertainment facility suitable for use by Athletics for Home Games of the Basketball Teams, as well as to host other sporting events, family shows, concerts, circuses, and similar entertainment and floor events.

Agreement Term

Agreement Term shall mean the term of this Agreement as set forth in Section 7 of this Agreement.

Arena Funds

Arena Funds shall mean all funds collected from the Arena Sources of Funds.

Arena Improvements

Arena Improvements shall mean the Arena, utilities, Arena Site Acquisition/ Preparation, Roads, Pedestrian Ways, Surface Parking NW of Tracks (NW Arena Parking Lot), Surface Parking south of Ice Rink, Halo Area, and South Parking Garage/s as generally depicted on the attached Arena Site diagram.

Arena Advertising

Arena Advertising shall mean all advertising conducted in the Arena.

Arena Naming

Arena Naming shall mean all activity associated with the naming rights to the Arena granted by the City.

Arena Operator

Arena Operator shall mean the operator of the Arena as desgnated by the City.

Arena Parking Improvements

Arena Parking Improvements shall mean a new parking garage adjacent to the Arena (Arena Parking Garage), surface parking on the Arena Site (Arena Surface Parking), and a surface parking lot northwest of the Arena across the BNSF railroad tracks (NW Arena Parking Lot).

Arena Rent

Arena Rent shall mean all rent paid to the City or the JPA by any and all parties for use of the Arena and/or the Arena Improvements including but not limited to the UNL Rent.

Arena Seating – By Category

Club Seating

Club Seating shall mean the seating described in Section 9(C)(3) of this Agreement.

Floor Seating

Floor Seating shall mean the seating described in Section 9(C)(3) of this Agreement.

Loge Seating

Loge Seating shall mean the seating described in Section 9(C)(2) of this Agreement.

Premium Seating

Premium Seating shall mean the seating described in Section 9(C)(4) of this Agreement.

Suites Seating

Suites Seating shall mean the seating described in Section 9(C)(1) of this Agreement.

Arena Site

Arena Site shall mean the irregular bounded tract of land located to the west of the U.S. Post Office in Downtown Lincoln as shown on Exhibit B.

Arena Sources of Funds

Arena Sources of Funds shall include state aid, developer contributions, occupation tax, turn back tax, Arena Rent, concessions, premium seating,

naming rights, signage, tickets, interest , TIF, parking revenues, state and federal environmental funds and private donations as shown by categories in estimated amounts on Exhibit A.

"As original" Setup

"As original" Setup shall mean the presumed condition of the arena and the "restore to" condition after any Event other than a Home Game and shall include the following:

1. The Nebraska basketball floor in place and ready to play.
2. The basketball Scoreboard in place and ready to use for a Home Game.
3. The scoring table, backboards/goals, team seating, camera stations, related amenities and spectator seating in place for a Home Game.
4. The Nebraska banners and Athletics signage in place for a Home Game.

The UNL Athletic Director is allowed to and shall not unreasonably fail to waive or forego the "As original" Setup Condition where circumstances warrant on a case by case basis.

Athletic Director

Athletic Director shall mean the University of Nebraska-Lincoln Athletic Director.

Athletics

Athletics shall mean UNL's Department of Intercollegiate Athletics.

Bankruptcy

Bankruptcy shall mean the commencement of a bankruptcy or similar proceeding by or against one or more of the Parties, including, but not limited to, the following: the making of a general assignment for the benefit of creditors, the commencing of a voluntary or involuntary case under the Federal Bankruptcy Code or the filing of a petition thereunder, petitioning or applying to any tribunal for the appointment of, or the appointment of, a receiver, or any trustee for a substantial part of the assets of such person, commencing any proceeding under any bankruptcy, reorganization, dissolution or liquidation law or statute of any jurisdiction, whether now or hereinafter in effect.

Basketball Season

Basketball Season shall mean the duration of time during the year when the Basketball Teams play games, generally November 1 through March 15. The Basketball Season shall be expanded to include post-season games.

Basketball Space

Basketball Space shall mean the basketball court, training rooms, UNL locker rooms, Fiber Optic Connection to Husker Vision, and Seating as delineated in Sections 9.C and related signage, center-hung and other scoreboards, and operations facilities customarily associated with an NCAA Division I basketball program including a HuskerVision production room.

Basketball Teams

Basketball Teams shall mean UNL men's and women's varsity basketball teams.

Black Out Dates

Black Out Dates shall mean those designated dates during the year reserved for City sponsored events.

Branding

Branding shall mean the process of creating, building and marketing a brand.

Broadcast Rights

Broadcast Rights shall mean the right to sell or license the television, radio, motion picture, internet or other rights to the broadcasting, filming or other recording.

Capital Improvement

Capital Improvement shall mean an improvement for long-term betterment, expansion or addition, but excluding replacement, renovation, up dating or modernization.

Chancellor

Chancellor shall mean the Chancellor of the University of Nebraska-Lincoln.

City

City shall mean the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska.

City Administrator

City Administrator shall mean the administrator designated in Section 2(C) below.

Concessions

Concessions shall mean the sale, catering, delivery, furnishing of food, beverages or consumable

products, but not Merchandise, sold or served at an Event. Where applicable, Concessions may also include duties, obligation or cost to provide Concessions.

Consent Rights

Consent Rights shall have the meaning described in Section 2(G)(1).

Construction Manager

Construction Manager shall mean an experienced contractor selected by the City and approved by the JPA to construct the Arena pursuant to a Construction Manager at Risk Contract.

CPI

CPI shall mean the Consumer Price Index.

CPI-U

CPI-U shall mean the Consumer Price Index for All Urban Consumers.

Design Working Group

Design Working Group shall have the meaning described in Section 2(F)(2).

Dispute

Dispute shall mean a matter in controversy that cannot be resolved by the Mayor and Chancellor by mutual written agreement.

Drawings and Specifications and Construction Documents

Drawings and Specifications and Construction Documents shall mean the same as developed utilizing the process in Section 4.

Events – By Category

Arena Events

Arena Events shall include any events or organized activity for public or private attendance whether formally sponsored by UNL, City or other third Party entity held at the Arena, but excluding UNL Events and Basketball Team practices.

Events

Events shall mean all Events held at the Arena generally.

Home Games

Shall mean any ticketed intercollegiate men's and Women's basketball games, (excluding any game played outside of Lincoln, Nebraska in a facility which is neutral for both playing teams but where one of the two playing teams nevertheless must be determined as the "home team").

Memorial Stadium Events

Memorial Stadium shall mean the events or activities sponsored by UNL or permitted by UNL and held in Memorial Stadium.

UNL Events

UNL Events shall mean Home Games and UNL Non-Basketball Events.

UNL Non-Basketball Events

UNL Non-Basketball Events shall mean those event days (up to 15 per year) formally sponsored by UNL.

Facilities Agreement

Facilities Agreement shall mean that certain Facilities Agreement dated _____, 2010 by and between the West Haymarket Joint Public Agency and the City.

Force Majeure

Force Majeure shall include Acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America, or of any state thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, nuclear accidents, wars, or failure of utilities. Force Majeure shall not include economic hardship.

GMP

GMP shall mean the Construction Manager's guaranteed maximum price for construction of the Arena.

Hazardous Material

Hazardous Material shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any applicable laws, ordinances or regulations.

Halo Area

Halo Area shall mean the boundary determined jointly by the Administrators and revised periodically where the sale of Merchandise, food, and beverages or the resale of any event tickets for commercial purposes is prohibited without prior approval during the times, places and manner as provided in the Halo Policy.

Halo Policy

Halo Area shall mean any UNL game day Arena halo policy to be created by UNL.

Home Games

Home Games are defined under "Events" above.

Home Game Expenses

Home Game Expenses shall mean incremental actual costs of operating the Arena related to holding Home Games consisting of actual direct costs for supplies, materials, and labor, including but not limited to those shown on Exhibit C. Home Game Expenses do not include any materials, labor, fees or related costs to return the Basketball Space to the "As Original" Setup. Home Game Expenses do not include costs included in Rent.

HuskerVision Control Room

HuskerVision Control Room shall mean the control room in the Arena under the exclusive control of UNL as described in Section 4(B).

JPA

JPA shall mean the West Haymarket Joint Public Agency created by the City and UNL and which constitutes a separate political subdivision and a public body corporate and politic of the State of Nebraska.

Leased Improvements

Leased Improvements shall mean the Basketball Space, seating areas and the basketball related parking spaces provided in the Arena Parking Improvements.

Loge Seating Net Revenue

Loge Seating Net Revenue shall mean gross receipts, revenue and income from the sale of Loge Seating reduced by sales and marketing expenses for such seats.

Main Control Room

Main Control Room shall mean the control room for the Arena as described in Section 4(B).

Maintenance

Maintenance shall mean the timely provision of all labor and materials that are required to (a) keep the Arena in a first-class condition and good order and repair and (b) keep the Arena clean and free of debris. Maintenance shall not include the installation or construction of Capital Improvements. Maintenance shall include, but not be limited to, the following: repair, replacement, renovation, updating, modernization, of improvements and related Personal Property, utilities, and the routine provision of custodial and snow removal, lawn care, trash pickup and removal..

Mayor

Mayor shall mean the Mayor of the City of Lincoln, Nebraska.

Memorandum of Understanding

Memorandum of Understanding shall mean the agreement between the Parties related to the West Haymarket Arena Project, approved by Addendum VI-B-1 Feb. 12, 2010 by the Board of Regents and approved by Resolution No. A-85722 adopted on Feb. 8, 2010 by the City Council for the City of Lincoln.

Merchandise

Merchandise shall mean apparel, game programs, sporting equipment, goods, pay-for-play entertainment, novelties or merchandise for sale or sold in, out or from the Arena or Halo Area during Events, whether sold, furnished, or rented from shops, kiosks, or by individual vendors circulating through the Arena or Halo Area, but excluding Concessions.

Multi-Media Agreement

Multi-Media Agreement shall mean UNL's Multi-Media Rights Agreement dated July 1, 2008 as amended and any successor agreement/s between

the Board of Regents of the University of Nebraska and IMG Communication, Inc. d/b/a IMG College or another multi-media agency, department or firm ("MM-Agency")

NCAA

NCAA shall mean the National Collegiate Athletic Association.

Naming Rights

Naming Rights shall mean the right to sell, license or grant the right to name the Arena.

Net Revenue

Net Revenue shall mean gross receipts, revenue and income from sources other than Concessions and Premium Seating relating to Events reduced by any related sales tax, administrative fees allowed under this Agreement and/or other similar tax on gross receipts and the City Surcharge.

NW Arena Parking Lot

NW Arena Parking Lot shall mean the surface parking lot northwest of the Arena across the BNSF railroad tracks.

Operations Working Group

Operations Working Group shall have the meaning described in Section 2(F)(2).

Party

Party shall mean the City or UNL individually and Parties shall mean the City and UNL collectively.

Pedestrian Connector Improvements

Pedestrian Connector Improvements shall mean the public right-of-way, pedestrian easements, sidewalks, bridges, tunnels, connectors and related improvements connecting the NW Arena Parking Lot to the Arena.

Personal Property

Personal Property shall mean personal property, tools, equipment, and trade fixtures that are not deemed real property that are necessary or desirable to operate the Arena, but excluding game equipment and other equipment that is not shared by UNL. The Expense for Personal Property that is shared all or in part by UNL shall be allocated to the proper Expense categories listed in Article V below. The Expense for Personal Property that is not shared by UNL will be carried out by each respective Party at its own Expense.

Program Manager

Program Manager shall mean the Benham Companies, LLC, 9400 North Broadway, Suite 300, Oklahoma City, OK 73114.

Reviewing Party

Reviewing Party shall have the meaning described in Section 2(G)(1).

South Parking Garage

South Parking Garage/s shall mean the parking garage generally depicted and identified as such on the attached Arena Site diagram.

Submitting Party

Submitting Party shall have the meaning described in Section 2(G)(1).

Substantial Completion

Substantial Completion shall mean that the work related to the construction of the Arena is essentially and satisfactorily complete in accordance with the Arena final design such that the Arena is ready for opening to the general public with full occupancy or use by UNL. A minor amount of work, as determined by UNL in the reasonable exercise of its discretion, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound system, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of Substantial Completion. In no event shall Substantial Completion be deemed to have occurred unless such certificates required by all laws for opening of the Arena to the general public have been issued to the City.

Support and Storage Areas

Support and Storage Areas shall mean areas designed to store marketing materials and basketball needed equipment for Home Games.

Surface Parking

Surface Parking shall mean the NW Arena Parking Lot and the parking lot or lots located south of the planned Ice Rink

UNL

UNL shall mean the Board of Regents of UNL of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln.

UNL Administrator

UNL Administrator shall mean the administrator designated in Section 2(B) below.

UNL Rent

UNL Rent shall mean the annual payment provided for in Section 8.A. of the Agreement and includes all costs of utilities, janitorial services and routine maintenance incurred and attributable to Athletics' exclusive use of the Arena for Home Games and Basketball Team practices, but excludes Home Game Expenses and UNL Event expenses.

West Haymarket Improvements

West Haymarket Improvements shall mean the Lincoln Traction Phased Project, Ice Center, District Energy Corporation, and any other related improvements coordinated through the JPA.

Working Group

Working Group shall mean the UNL Administrator and City Administrator or their respective designees and the persons identified by capacity in Section 2(F)2 as the Design Working Group and the Ongoing Operations Working Group.

Section 2. Administrators

A. Role

Any consent, approval, decision or determination hereunder by each Administrator appointed herein shall be binding on the Party the Administrator represents; provided, however, any modification or amendment to the terms and conditions of this Agreement shall be in writing and approved by all Parties.

B. UNL Administrator

UNL hereby designates the Vice Chancellor for Business and Finance to be the UNL Administrator.

C. City Administrator

The City hereby designates the Finance Director of the City of Lincoln to be the City Administrator.

D. Arena Operator

The Arena Operator shall be the senior administrative official in charge of the Arena.

E. Working Group

The Working Group shall consist of UNL Administrator and City Administrator or their respective designees and the persons identified by capacity in Section 2(F)2 below.

F. Responsibilities

1. The Administrators

The Administrators have the primary responsibility to provide consent and approvals as provided in this Agreement. In addition, the Administrators shall identify and coordinate the persons to provide support and resources from their respective Party for Working Group meetings whether related to the design process or ongoing lease matters. Administrators are also expected to call upon subject matter experts and other critical support including legal and financial advisors from time to time as needed and deemed appropriate for the Working Group or otherwise.

Administrators will identify issues for resolution, including elevating unresolved issues according to the process set forth below in a timely manner.

2. The Working Groups

The Working Groups will have two capacities and will involve different component members as deemed appropriate by the Administrators. The Working Groups are for the purpose of aiding and assisting the Administrators in timely reviewing and granting approvals and consents.

Design Working Group. The Design Working Group will provide detailed review and input on design issues and work with the Architect and the Construction Manager to be sure the Arena Improvements are completed in accordance this Agreement and to the satisfaction of both the City and UNL. The Design Working Group shall be

comprised of the Architect, Construction Manager and Project or Program Manager or their respective designees plus the following representatives of UNL and the City:

UNL: Marc Boehm (Executive Associate Athletic Director), Butch Hug (Associate Athletic Director/Facilities & Events), John Ingram (Associate Athletic Director/Capital Planning & Construction), Rich Byfield (Director at Facilities Planning and Construction), Paul Meyers (Associate Athletic Director for Development) or their respective designees or such other individuals as designed by the UNL Administrator.

City: Dan Marvin (Program Administrator), Tom Lorenz (Arena Operations Consultant) or their respective designees or such other individuals as designed by the City Administrator.

The Design Working Group shall designate a chairperson for the group and such chairperson shall schedule regular meetings of the Design Working Groups. The chairperson shall be sure that meeting minutes are taken at such meetings and that such minutes are distributed to the UNL Administrator and the City Administrator following every meeeting.

The Design Working Group shall provide time critical coordination between the Parties, the Architect and the Construction Manager. Timely exchange of current and accurate information as well as oversight and coordination of design related schedules, timelines and document creation and reviews are the primary duties of the Design Working Group for this project based on the following 4 milestones: 1) schematic design development for the Arena, 2) design development for the Arena 3) contract documents for road and Pedestrian Connector Improvements, 4) and contract documents for Arena Improvements, and 5) GMP within project scope and budget.

The design development review by the Design Working Group shall include, but not be limited to the following: review of the project concepts for site plan and construction alternatives; review of the schematic plans for the Arena; review of the design development documents; and review of the contract documents as specified above for advice and comment to the Administrators.

Ongoing Operations Working Group. The Operations Working Group shall hold an annual meeting to discuss and evaluate Home Game Expenses; meet as needed to address any ongoing issues of operations; and meet as needed to assist the JPA in any related determinations of financial need and the basis for allocating, beginning and ending any temporary additional surcharge.

UNL: Marc Boehm (Executive Associate Athletic Director), Butch Hug (Associate Athletic Director/Facilities & Events), John Ingram (Associate Athletic Director/Capital Planning & Construction) or their respective designees or such other individuals as designed by the UNL Administrator.

City: Dan Marvin (Program Administrator), Tom Lorenz (Arena Operations Consultant) or their respective designees or such other individuals as designed by the City Administrator.

G. Process

1. Review and Approvals or Consent Rights.

The general provisions of this Section shall apply whenever under this Agreement the City or UNL exercises Review and Approval or Consent Rights; provided, however, that if other more specific provisions of this Agreement provide conflicting time periods for the exercise of designated Review and Approval or Consent Rights, then the more specific provisions shall control. As used herein, the term Review and Approval or Consent Rights shall include, without limitation, all instances in which one Party (the Submitting Party) is permitted or required to submit to the other Party any document, notice or determination of the Submitting Party and with respect to which the other Party or its representative (the Reviewing Party) has the opportunity or right to review, comment, consent, approve, disapprove, dispute or challenge the submission or determination of the Submitting Party. Unless this Agreement specifically

provides that the Review and Approval or Consent Rights may be exercised in the sole and absolute discretion (or a similar standard) of the Reviewing Party, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a commercially reasonable manner with regard to each and all of such Review and Approval or Consent Rights and to not unreasonably withhold, condition or delay its approval of or consent to any submission. The Submitting Party shall use reasonable efforts to cause any matter submitted for Approval or Consent: (i) under a caption such as "TIME SENSITIVE - REQUEST FOR REVIEW/APPROVAL OR CONSENT" (or similar phrase), and (ii) stating the date by which a response is required under the terms of this Agreement.

2. Deemed Approved provisions

Whenever Approval or Consent is required under this Agreement, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. The consent shall be deemed to have been given, unless within twenty (20) days of the request for such approval or consent, the City or UNL, as appropriate, notifies the requesting Party that the receiving Party is denying such approval or consent.

3. Controversies and Disputes

Where the Administrators cannot timely resolve a matter in controversy, the matter shall be elevated for the Mayor and Chancellor to resolve by mutual written agreement. In the event the Mayor and Chancellor cannot timely resolve the matter, it shall be considered a Dispute under the terms of this Agreement.

H. Mutual Cooperation and Best Efforts

Consistent with the relationship of the Parties under this Agreement, the Parties shall at all times and in all respects use their respective best efforts to fulfill and complete the object and purpose of this Agreement and maintain an efficient and first quality operation at the Arena. The successful design, development and construction of the Arena and related activities are dependent upon the continued cooperation and good faith of the Parties. Every covenant, agreement, or restriction herein stated shall be construed in recognition of this interdependence and need for continued mutual cooperation. The Parties specifically agree to mutual cooperation in Branding, and other marketing including cooperative efforts to sell sponsorships, naming rights, ticketing, premium seating and advertising to optimize revenues and avoid unintended consequences for all Parties.

Section 3. Relationship of Parties

A. Special Relationship

In consideration of each Party's respective resources, skills, expertise and related experience and in consideration of the unique undertakings of this Agreement, both Parties respectively repose special confidence in the other Party and acknowledge that this Agreement creates a special relationship between the Parties.

B. Bonded Indebtedness

The Parties agree that Arena Sources of Funds shall be expended in accordance with the Facilities Agreement. In accordance with the Memorandum of Understanding, UNL shall have no responsibility or liability for repayment of the bonds.

C. Independent Authority

The Parties agree that each of them is acting on its own behalf and not as an employee, agent, joint venture or partner of the other Party. Each Party is interested only in the results obtained from this Agreement and each Party shall be in exclusive charge and control of its own performance according to its own means and methods. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the Parties.

D. Representations and Warranties

Each Party to this Agreement makes the following representations and warranties in consideration of the duties and obligations of this Agreement:

The City is a political subdivision of the State of Nebraska, and UNL is a public body corporate in the state of Nebraska. Each Party has the power to enter into and carry out the Agreements to which it is a Party. Each Party has duly approved the execution and delivery of each of the Agreements which accordingly constitute valid and legally binding obligations of each Party.

To the best of each Party's knowledge, there is no litigation now pending or threatened, challenging the powers or in any way affecting any of the Agreements to which it is a Party.

The Agreements and each Party's respective execution and administration of the same do not and will not (a) violate any law or regulation or any order or decree of any court or governmental instrumentality which violation would materially and adversely affect the ability to perform its obligations under the Agreements, or (b) conflict with or would result in the breach of or constitute a default under, any of the Agreements, or any other contract, lease, indenture, loan agreement, mortgage, deed of trust or other agreement or instrument which would materially and adversely affect the ability to perform its obligations under the Agreements.

To the best of each Party's knowledge, no event or condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute a default of the Agreements or that could otherwise materially adversely affect the Party's ability to perform the Agreements.

E. Controlling Agreement.

The Parties agree that the Memorandum of Understanding and the terms of this Agreement are to be read together and interpreted consistently wherever possible, with the further understanding that this Agreement shall prevail regarding more specific provisions and in the event any conflicting terms or provisions cannot otherwise be resolved.

F. Purpose.

The purpose of this Agreement is to describe and define UNL's rights, title and interest as tenant in the Arena. The Parties recognize and agree that any Arena components or services to be provided by the City pursuant to this Agreement shall be at the City's sole cost and expense whether specificially identified as such herein or not.

Section 4. Design Process

A. Design.

The City on behalf of the JPA has contracted with or caused a contract for the design of the Arena with the Architect. Architect will have the overall Arena design responsibilities and will provide the primary lead of the Design Working Group on the Arena Improvements and coordination with the Construction Manager. As set forth in Section 2(F)(2) above, the Design Working Group shall provide review and input on design issues.

B. UNL Design Requirements

The Parties recognize and agree that although the Plans and Specifications for the Arena have not been completed, there are certain components of the Arena and the Basketball Space required in order satisfy the needs of UNL. The Parties recognize that it is the intent of UNL and the City to work together in all aspects of the design, development and construction of the Arena and in particular, the Basketball Space. In addition to the UNL participation in the Design Working Group for the design and construction of the Arena in general, the City recognizes that additional members of Athletics shall be fully involved in the design of the Basketball Space. The City agrees that Athletics will be given an opportunity to have representatives present at meetings and briefings with the City's design and construction professionals with the intent being that Athletics is entitled to full disclosure of and participation in the process for the design and construction of the Basketball Space. The City agrees to work together with Athletics to locate, design and build the Arena seating, including the number of suites, loge seating, club seating, and floor seating; media work area; the press box area; the studio and production area; interview room; hospitality rooms, and any other area reasonably necessary to carry out the Home Games.

The plans and specifications for the Basketball Space will be prepared at the direction of the City subject to approval of Design Working Group.

The Parties agree that the Arena shall include, at a minimum, the following:

Basketball Space

Basketball Court. The basketball court shall consist of a portable basketball playing surface with all customary related items including, without limitation, state-of-the-art basketball goals, back-up basketball goals, nets, lines and striping, timekeeper's tables, scorekeeper's tables, adequate signs and markers, home and visiting team benches, tables and chairs, adequate lighting, communications systems, telephone hook-up from each team's bench on floor level to coaches and assistant coaches, radio and television booths; The playing surface shall be customized with Athletics logos and other design elements at the sole discretion of Athletics, and will be refurbished and kept in playable condition at all times, including replacement when needed whether due to damage or ordinary wear and tear. The basketball court shall be re-sealed by the City every summer to preserve its longevity. The basketball court shall be repainted by the City in a manner designed by Athletics at least every 5 years. Every 5 years, the Operations Working Group shall evaluate the condition of the basketball court. The Parties recognize that on average, basketball courts require replacement every 10 years and that the basketball court may require replacement more frequently depending on the wear and tear on the court caused by the repeated removal and reset of the court.

Locker Rooms. Two locker rooms the exclusive use of the UNL Men's and Women's Basketball Teams shall be provided. Two additional locker rooms for Visitor Teams, one locker room for officials, and one locker room for cheer squads shall be provided. Locker Rooms are expected to include suitable and customary amenities including common areas and separate interior rooms for team meetings, coaches and training/support. UNL shall have the right to make any design, finish and make post construction betterments to UNL locker rooms, provided that any changes or requirements in excess of that provided in the locker rooms for visitor teams will be paid for by Athletics at its own cost and expense. In lieu of finishing the UNL locker rooms to visiting team standards and then having UNL improve such space to its standards, the City agrees that the Design Working Group shall determine the cost of finishing the locker rooms for the visitor teams and shall provide an allowance to UNL for UNL to use toward the total cost of finishing the UNL locker rooms.

UNL locker rooms shall be an exclusive area for UNL. Access to the UNL locker rooms by any other parties shall not be permitted during Basketball Season. Use of the UNL locker rooms for non-university events in

the basketball off-season may be permitted only by preapproved exception by the UNL Athletic Director or by the UNL Athletic Director's designee.

Fiber Optic connection to Husker Vision

The City will install or cause to be installed a 48-strand fiber optic cable from the Arena to Memorial Stadium's HuskerVision Control Room. UNL shall be responsible for connecting the HuskerVision Control Room to the fiber optic cable. The City shall also use its reasonable best efforts to install a redundant 48-strand fiber optic loop. UNL shall be responsible for the termination of all connections specific to their equipment.

HuskerVision Control Room

The HuskerVision Control Room will be provided for the exclusive use of UNL. The HuskerVision control room shall be managed by Nebraska Athletics HuskerVision Department to produce UNL Events. Size and location of this production room will be determined by the Design Working Group.

Main Control Room

The Main Control Room shall be provided for the mutual use of the City and UNL. Size and location of this production room will be determined by the Design Working Group.

UNL Team Store Vending and Storage

The official Team Store of UNL Athletics (Huskers Authentic) will be provided a store location in the main concourse. Huskers Authentic will also be provided at least two satellite sales locations in the main concourse to be used on UNL Events days. The Huskers Authentic will also be provided a secure storage room that will properly accommodate back stock inventory.

Student Seating

The student seating areas will be located on the lower level and will be used to fulfill UNL student ticket purchases. The exact seat location will be determined by the Design Working Group. There will be a minimum of 2,000 student seats.

Signage

All Arena signage will be LED format only. This sponsorship signage will be present on the center hung scoreboard, rotators on the scorer's table that will be placed in television view and any other locations agreed to by UNL and the Big Ten. UNL will hold exclusive rights to the sponsorship inventory at UNL Events while working with their media rights partner. Notwithstanding the foregoing, permanent signage within the Arena bowl shall be subject to the mutual approval of the parties, which approval shall not be unreasonably withheld.

Ribbon Boards/ Scoreboards

LED ribbon board signage in the Arena bowl will be used to enhance crowd involvement, disseminate statistics, scores, promote sponsors of Athletics, and other acknowledgements. UNL will hold exclusive rights to the sponsorship inventory at UNL Events.

Halo Area

The boundaries of the Halo Area shall be recommended by the Design Working Group and approved by the Administrators.

Preparation Area

A large open space near the basketball court is required for the holding, practice and warm up of various groups participating in events associated with basketball games including but not limited to cheerleaders, half-time acts, pep-bands, and event staff.

Section 5. Construction

Program Manager and Construction Manager at Risk.

Given the unique characteristics, need for coordination and time table for this project, the JPA, on behalf of the Parties has contracted with the Program Manager and Construction Manager to provide program manager and construction manager services for the Arena Improvements and coordination of the other contractors who might be selected in connection with the West Haymarket Improvements.

The Arena will be designed and constructed in accordance with the approved Drawings and Specifications and Construction Documents.

Section 6. Agreement

City agrees to lease to UNL and UNL agrees to lease from City, the Leased Improvements upon the terms and conditions of this Agreement.

Section 7. Term

A. Initial Term.

This Agreement shall commence on September 1, 2013 or upon Substantial Completion of the Arena whichever occurs first and shall continue for a period of 30 years thereafter, unless extended or sooner terminated as provided in this Agreement.

B. Usage Dates.

Usage dates for the Leased Improvements are integral to the tenancy and shall be established on an annual basis as set forth in Section 9.B.1.

C. Option to Extend; Rentals Beyond Term.

UNL shall have the right and option to extend the Term of this Agreement upon the same terms and conditions for three additional periods of 5 years each upon receipt of written notice delivered to the City on or before August 31, 2043, or the date of expiration of any additional extended term thereafter, stating UNL's intent to exercise the option.

Section 8. UNL Rent

A. Annual UNL Rent.

Athletics agrees to pay the City UNL Rent of Seven Hundred Fifty Thousand and 00/100th Dollars ($750,000.00). The UNL Rent shall be increased for inflation on an annual basis beginning September 1, 2014 and in each succeeding year utilizing the CPI-U, or a successor index that most closely approximates the CIP-U as agreed to by the Parties, over the last 12 months before seasonal adjustment as reported for the month the adjustment is made by the U.S. Bureau of Labor Statistics (or its successor). The UNL Rent shall be payable in one installment following the Basketball Season but not later than May 15 of each year of the Agreement Term.

B. Credit Against UNL Rent.

UNL shall be entitled to take as a credit against UNL Rent an annual amount equal to: all turnback sales tax receipts the City receives from the sale of basketball tickets for Home Games (includes 70% of the state sales tax) pursuant to

the Convention Center Facility Financing Assistance Act (Neb. Rev. Stat. §§13-2601 to 13-2612); the first dollar of all City imposed ticket surcharges on basketball tickets sold for Home Games during each Basketball Season; and a make-whole provision for lost Concessions revenues in an amount of $300,000 which shall first be applied as a credit toward UNL Rent and then to other Athletics Home Game expenses. The City agrees to renegotiate the make-whole provision for concessions in the event UNL eliminates or modifies its restrictions on the sale of alcohol at Home Games and other UNL events held in the Arena. The concessions make whole annual amount shall be increased for inflation on an annual basis beginning September 1, 2014 and in each succeeding year utilizing the CPI-U over the last 12 months before seasonal adjustment as reported for the month the adjustment is made by the U.S. Bureau of Labor Statistics (or its successor).

Section 9. Operations

A. Public purpose

1. Ownership.
The City or the JPA will own the Arena Improvements including the Basketball Space.

2. Athletics Programs.
The Parties agree that pursuant to NCAA guidelines, UNL Basketball teams are engaged in the furtherance of amateurism, education, and the best interests of student-athletes, and nothing in this Agreement shall be interpreted or applied in derogation of these principles.

3. Liens and Encumbrances.
UNL covenants and agrees that, except for this Agreement, it will not create or suffer to be created by, through, or under UNL any lien, encumbrance or charge upon the Leased Improvements or UNL's interest in this Agreement. UNL shall satisfy or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same occurs, all such claims and demands for labor, materials, supplies or other items which, if not satisfied, might by law become a lien upon the Leased Improvements. If any such lien is filed or asserted against UNL or the Leased Improvements by reason of work, labor, services or materials supplied or claimed to have been supplied on or to UNL or the Leased Improvements at the request or with the permission of UNL or of anyone claiming under it, UNL shall, within sixty (60) days after it receives notice of the filing thereof or the assertion thereof against the Leased Improvements, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof, by contest, payment, deposit, bond, order of court or otherwise.

4. Right of UNL to Revenues.
Except as specifically provided otherwise in this Agreement, UNL shall be entitled to, and is hereby granted the exclusive right to, contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with UNL's uses of the Leased Improvements including revenue from the sale of tickets for Home Games and UNL Non-Basketball Events, any and all telecommunications, broadcast or other intangible rights for Home Games and UNL Non-Basketball Events, and from the sale of merchandise by UNL (Huskers Authentic).

B. Uses

1. Use by Athletics.
During the Agreement Term, the Basketball Teams shall be considered the Arena's primary tenant and as such Athletics shall be accorded the privilege of securing the dates it needs for all pre-season and regular season Home Games of the Basketball Teams during Basketball Season of each year of the Agreement Term before any dates within the Basketball Season are offered to any other entity. Athletics shall also be accorded the privilege of securing the date before each Home Game for practice by the Basketball Teams and visiting teams. In order to secure the foregoing privileges, Athletics shall inform the City as early as possible, but no later than by September 1 of each year

during the Agreement Term of the day before practice dates and dates for Home Games of the Basketball Teams. During each Basketball Season, Athletics shall play in the Arena all of the Home Games of both Basketball Teams. Athletics will use its best efforts to play a minimum of 30 Home Games (15 men's and 15 women's) in the Arena during each Basketball Season. During the Basketball Season, Athletics shall have the right to use the Arena for practice on any other dates the Arena is not scheduled or being prepared for another event subject to City approval which shall not unreasonably be withheld. During Basketball Season, the City, at its sole cost and expense, shall deliver the Arena to Athletics set up for use by the Basketball Teams for practice or Home Games. Athletics shall quit and surrender the Basketball Space to the City at the end of each practice and/or Home Game in the same condition as at the date and time of the commencement of the practice and/or Home Games, ordinary wear and tear excepted. The City will have the right to lease the Arena to other entities on the dates when the Basketball Teams are not scheduled to practice or play Home Games in the Arena provided that at the end of such other event the Arena, at the City's sole cost and expense, is again set up for use by the Basketball Teams for practice or Home Games. Notwithstanding the above, the City will use commercially reasonable efforts to work with Athletics to hold use of the Arena open during the last two weeks of March for basketball post-season play at a mutually agreed upon rental rate.

2. Home Games

City Home Game Staffing. The City shall be responsible for providing, at its sole cost and expense, customary utilities, janitorial, ushers, police, traffic control, fire prevention, directional signage and other similar services for events at the Arena. The City and Athletics will meet annually to discuss and evaluate the required staffing for Home Games.

Athletics Home Game Staffing. Athletics will retain operational control of the Home Games for purposes of NCAA compliance. Athletics, at its cost and expense, shall employ the officials and all Home Game support staff, including but not limited to statisticians, timekeepers, scorekeepers, public address announcers, runners and other Home Game and operations related staffing.

Basketball Space. The City shall provide or cause to be provided for each Home Game the leased Basketball Space in a first class condition.

3. Concessions

The City itself, or through its concessionaires, shall operate all Concessions at the Arena including Home Games and shall be entitled to retain all Net Revenues received therefrom. (The City agrees that no alcohol sales shall be allowed during UNL Events. City agrees to include an assortment of affordable foods as part of its Concessions during Home Games. The City agrees to provide, at cost, basic concession food and beverage service to the locker rooms of the Basketball Teams and visiting teams at Home Games, UNL event staff and media members, and officials.

4. UNL Non-Basketball Events

Upon reasonable notice to the City, UNL may schedule use of the Arena for UNL Non-Basketball Events up to fifteen days per year without paying additional rent. Such use shall be restricted to dates the Arena is not scheduled or being prepared for another Event. Use of the Arena for a Non-Basketball Event shall be subject to UNL paying the City an amount intended to compensate the City for the approximate actual and direct costs and expenses incurred or paid by or on behalf of the City to provide services beyond those provided for a typical Home Game such as customary utilities, janitorial, police, traffic control, fire prevention, directional signage, and other similar services. Such costs and expenses to be paid by UNL shall not exceed the lowest rates customarily charged for other Arena users for similar events. UNL, at its own cost and expense, shall employ all other support staff needed by UNL in order to hold UNL Event.

The Parties recognize that UNL intends to use the Arena UNL for undergraduate commencements in May and December during the Term of this Agreement. UNL's use of the Arena for commencement shall be included as one of its 15 UNL Non-Basketball Events days of use per year at no additional rent. UNL shall be accorded the privilege of securing the dates it needs for commencement before the dates of commencement are offered to any other entity. In

order to secure the foregoing privileges, UNL shall inform the Arena Operator as early as possible, but no later than by May 1 of the year preceeding such commencement of the dates the Arena is required for commencement.

5. Black Out Dates

UNL agrees to make reasonable efforts to comply with the City's request that UNL not schedule day before practices and Home Games or UNL Non-Basketball Events on Black Out Dates.

6. Branding

The Arena will provide appropriate locations for UNL Branding. City will not take any action that is inconsistent with the Branding of the Arena for the Basketball Teams. City will permit UNL to display historical banners in the Arena that recognize the historical accomplishments of the Basketball Teams, individuals and conference affiliation. The historical banners will not be required to be displayed at events other than Home Games. UNL agrees that all copyright, trademark and service mark material used by UNL will be duly licensed or authorized by the copyright, trademark, or service mark's owner or their representative.

7. Sale of Merchandise

UNL, at its expense, shall have the exclusive rights to sell or at its option, contract with a third party to sell Merchandise in the Arena and Halo Area during Home Games. The cost of all Merchandise inventory and Merchandise sold shall be at UNL's expense. UNL shall determine the kind, quality, quantity, and pricing of the Merchandise to be sold. As set forth above, the Huskers Authentic will be provided at least two satellite sales locations in the main concourse to be used on UNL Events days for the sale of Merchandise. Upon the reasonable request of UNL, the City shall make at least one (1) space available on each additional concourse to be used on UNL Events days for the sale of Merchandise. Huskers Authentic shall be authorized to sell Merchandise at the locations described above at all times the Arena is open for UNL Events.

No sale of Merchandise by parties other than UNL (Huskers Authentic) within the Arena and Halo Area shall be permitted during Home Games without the prior consent of UNL and the City. Permission to sell Merchandise in the Halo Area during Home Games by any entity other than UNL must be submitted 14 days in advance and approved by the UNL Administrators.

The City recognizes that the scope of Athletics licensing for Merchandise includes all use of logos and marks on everything, including concession cups and the like. The Parties agree to abide by applicable restrictions on unlicensed use of marks for any type of apparel or other Merchandise.

8. Distribution of Materials

Distribution of informational materials, such as political campaign materials, materials soliciting charitable contributions, commercial materials, or any form of promotional materials shall be permitted at UNL Events, except, to the extent allowed by law, such materials may not be distributed inside the Arena.

9. Fundraising

No fundraising is permitted inside the Arena or within the Halo Area during UNL Events with the following exceptions: (a) the American Red Cross is permitted to solicit financial contributions inside the Arena during one home men's and women's basketball game in exchange for providing first aid services at Home Games, and (b) other groups closely associated with the mission and purpose of Athletic s may occasionally be allowed to solicit funds with the prior written approval of UNL Administrator.

C. Seating

1. Suites Seating.

It is anticipated the Arena will initially have 36 out of a possible 48 suites of which four (4) will be designated as UNL Suites, two (2) will be designated as City Suites, and the remaining 30 suites will be designated as Private Suites all as

approved in the Drawings and Specifications and Construction Documents. No license fee will be charged for UNL Suites or City Suites. The City will market and sell all of the Private Suites, retaining the related Suite revenues, provided that Athletics will be provided and retain sole control of the 4 UNL Suites for all Arena events from the initial phase of construction to market, sell or use as determined by Athletics. In the event the City decides to increase the number of suites in excess of 36, the City shall offer UNL the option to build up to one-half of the increased number of suites and to market, sell or use such suites as determined by Athletics. If UNL does not exercise its option within 180 days from receipt of the same, unless otherwise agreed by the Parties, the City may proceed to construct the suites and market, sell or use such suites as determined by the City. Subject to the terms and conditions of subparagraph 4 below, UNL grants City the exclusive right to market, license and assign the Private Suites to individuals and entities in connection therewith.

2. **Loge Seating.**
The City will market and sell all of the Loge Seating, retaining the related Loge Seating revenues provided that Athletics will be provided an amount in return equal to 50% of the total Loge Seating Net Revenue for the Loge Seating. Subject to the terms and conditions of subparagraph 4 below, UNL grants City the exclusive right to market, license and assign the Loge Seating to individuals and entities in connection therewith.

3. **Club and Floor Seating.**
The Arena will have Club Seating and Floor Seating (front row or courtside) as approved in the Drawings and Specifications and Construction Documents consisting of approximately 1,500 seats. Athletics will market and sell all of the Club and Floor Seating for Home Games, retaining the related Club and Floor Seating revenues, provided that the City will market and sell all of the Club and Floor Seating for non-University events and retain the related Club and Floor Seating revenue. Combined sales for both Home Games and non-University events shall be split pro-rata, except as otherwise provided in this Agreement. Subject to the terms and conditions of Section 9(C)(4) below, the Parties grant to each other a reciprocal right to market license and assign Club and Floor seats to individuals and entities for non-University events in combination with Home Games.

4. **Premium Seating.**
Notwithstanding the City's exclusive right to market, license and assign Suites Seating and Loge Seating, the City agrees to consult with Athletics on assignment of all seats to Home Games. Athletics has exclusive rights to assign seating for the Club Seating, Floor Seating and non-premium seats available to its students and fans for Home Games. Athletics agrees to allow City to sell Suite and Loge Seating at a market rate to be determined by City and its consultants. Athletics agrees to allow an appropriate debt related pledge of Athletics portion of the Loge Seating revenues subject to reimbursement, should such pledge be required by bondholders as approved by the JPA and bond counsel for UNL and then only as a special limited obligation not constituting a debt or liability of UNL.

5. **Combined Seating**
Both Parties shall cooperate with one another in bundling packages for combined seating at all Events. Combined sales are net of administrative charges incurred by Athletics and/or City.

D. Fiber Optic Cable Installation and Maintenance
The City will install or cause to be installed a 48-strand fiber optic cable from the new Arena to Memorial Stadium's Husker Vision Control Room. The City shall be responsible for the maintenance of the fiber optic cable, provided, however, that UNL shall be responsible for the cost to maintain, repair, or replace the fiber optic cable connection in the HuskerVision Control Room.

E. Ticketing

1. **UNL Ticket Sales.**
Athletics shall have the right to set ticket prices for all UNL Events held in the Arena. Athletics shall, at its own cost and expense, perform all duties for the sale of tickets, including operation of a box office at the Arena for the sale of single

game tickets. In operating the ticket office, Athletics may use the City's ticket system or use remote access to its own ticketing system. City will provide Athletics access to the City's box office and equipment. Athletics shall be entitled to receive and retain all revenues from all season and single game ticket sales. City reserves the right to fix the prices and sell such tickets for all other Arena Events. City shall be entitled to receive and retain all revenues from the Arena Events. Athletics and City agree to work together to resolve any problems which may arise regarding the joint use of the City's box office and equipment.

2. **Surcharge.**
City will initially assess the $1.00 surcharge per ticket sold on all Arena Events including Home Games subject to the provisions of Paragraph 8(B). In the case of season tickets, the $1.00 surcharge will be assessed separately on each Home Game during the season. If the City determines that the finances of the Arena make it necessary to increase the ticket surcharge to all events in the arena, Athletics agrees to permit a temporary additional surcharge to apply to tickets for Home Games with the following limitations: only for so long as financially required and not to exceed $0.50 in any 3 year period with a total of 4 incremental increases permitted over the term of the Agreement, up to a maximum of $3.00/ticket inclusive of the first dollar subject to the provisions of Section 8(B). The process for determining financial need and the basis for allocating, beginning and ending any temporary additional surcharge shall be as follows:

> The financial need shall be a shortfall as determined by the JPA by unanimous vote for any given budget year when projected revenues from the following sources are significantly below projections as determined and revised by the JPA (by unanimous vote) from time to time: Arena Naming, Arena Advertising, Arena Seating, Arena Parking Improvements and Arena Rent. The surcharge shall be temporary and shall end in the next given budget year unless the JPA shall by unanimous vote determine the shortfall remains.

All amounts collected from any City surcharge will be remitted to the City. Except as it relates to the surcharge, Athletics shall be responsible for all sales tax, use tax, or other tax associated with the sale of tickets or use of the Arena for all UNL Events.

F. Naming

1. **Naming Rights.**
The City reserves and shall have the exclusive right to sell, license, or grant the right to name the Arena and identifying such name on the Arena concourses, the entrances to the Arena, the exterior Arena roof, the exterior of the Arena or any other areas on, in, upon or immediately around the Arena except for the basketball court floor and specific areas leased for the exclusive use of Athletics (e.g., HuskerVision Control Room and UNL locker rooms for the Basketball Teams). UNL is hereby granted the exclusive right to sell, license or grant the right to name the areas controlled and managed by UNL including the basketball playing court, UNL locker rooms, HuskerVision production room, athletic medicine areas, and any UNL office space. The City and UNL will retain all revenue arising from the sale, lease, or licensing of their respective Naming Rights.

G. Signage
Consistent with the Multi-Media Agreement, the City reserves and shall have the exclusive right to seek, negotiate and obtain agreements regarding the right to temporary and/or permanent signage inside or outside the Arena for Arena Events and to retain the revenue therefrom. Notwithstanding the foregoing, the sale of permanent signage within the Arena bowl shall be subject to the mutual approval of the parties, which approval shall not be unreasonably withheld, and may include revenue sharing or other consideration between the parties. The City further reserves the right to advertise and promote future City events during Home Games and other UNL events consistent with the Multi-Media Agreement. Athletics will provide reasonable exposure via electronic means and PA announcements for Arena Events before Home Games and once during half-time of Home Game, provided, however, that the content of such announcements shall be subject to the mutual approval of the parties. Athletics will prohibit its MM-Agency from selling

sponsorships that include food or drink give-aways at Home Games except as coordinated and agreed with the City and their concessionaire.

2. Cooperation and Potential Conflicts

The Parties agree to support and cooperate with each other in the sale and promotion of Naming Rights.

3. Mutual License.

City hereby grants and shall cause to be included in any Naming Rights agreement for the Arena a grant to UNL for the term of the lease, of a non-exclusive, royalty free, worldwide, right and license to use the Arena name and identification, solely for the purpose of promoting UNL and its athletic programs or functions that use the Arena during the term. UNL grants to the City, for the term of the Agreement, a non-exclusive royalty free, worldwide, right and license to use the name of UNL, the name of UNL Athletics, and the names of the Basketball Teams solely for the purpose of promoting the Arena, including but not limited to the sale of Naming Rights and advertisements, during the Agreement Term.

H. UNL Broadcast Rights

UNL will have the exclusive Broadcast Rights of all Home Games held in the Arena and to retain all revenue from such sale or license of Broadcast Rights. UNL understands that the City may require payment by such broadcasters to City of reasonable and customary hookup or other fees as a condition of their use of the Arena for broadcasting purposes; all such amounts received by City shall be the exclusive property of the City.

I. Parking

The Arena Parking Improvements to serve the Arena will be constructed in accordance with the approved Drawings and Specifications and Construction Documents. The Arena Parking Improvements are envisioned to contain approximately 550 parking spaces in the Arena Parking Garage, approximately 60 parking spaces in the Arena Surface Parking, and approximately 1,500 parking spaces in the NW Arena Parking Lot. The City will provide or cause to be provided to UNL a reasonable number of up to 100 parking spaces in the Arena Parking Improvements, approximately 40 of which will be in the Arena Surface Parking for student-athletes, coaching staff, support staff, and officials for all Home Games, practice and other Athletics sponsored intercollegiate athletic events at no cost in accordance with the applicable NCAA requirements. The City will also provide or cause to be provided to UNL approximately 50 parking spaces in the Arena Surface Parking for UNL staff, administrators and other personnel for UNL's fifteen UNL Non-Basketball Events, including commencements.

The City agrees to enter into a long term (5 years or more) contract(s) with UNL for the bulk purchase of parking at Home Games as many as 500 parking garage stalls in the Arena Parking Improvements at market rates with discount for bulk purchase and long term commitment .

J. Maintenance

In consideration of the rent paid in Section 8.A. above, the City will operate and maintain the Arena and Leased Improvements so as to cause it to remain in a condition comparable to that of other multipurpose sports and entertainment facilities of similar size, design and age, ordinary wear and tear excepted. The City, except as otherwise provided in this Agreement, will be responsible for all operating, maintenance, and capital repair expenses related to the Arena and it will be operated in a manner substantially similar to and consistent with other similarly situated multipurpose sports and entertainment arenas suitable for Division I basketball programs. UNL will not be responsible for any maintenance, repairs or replacements for the Arena or the Arena Improvements.

K. Capital improvements

The City will annually submit an Arena and Arena Parking Improvements Capital Improvement Program to the JPA in the same way as the current City Capital Improvement Program is implemented. Funding sources will be identified with the Capital Improvement Program submittal, including existing revenue streams or new bond funds. The City will consider hiring a structural engineer as needed to examine the condition of the Arena and the Arena Parking

Improvements and provide input into the Capital Improvement Program submittal. The City will seek advice from the Arena operator as well as Athletics in preparing the City's annual Arena and Arena Parking Improvements Capital Improvement Program request to JPA.

L. Taxes – property tax changes

In the event UNL's tenancy or other UNL interests in the Arena are ever deemed to be not exempt from ad valorem, Personal Property taxes or any other property taxes, then any resulting tax liability due to UNL's tenancy or other interests in the Arena shall be allocated to and payable by UNL.

M. Timing of payments and transfers –

The City shall transfer loge revenues to UNL at such time as is mutually agreed upon by the parties.

N. Source of Financing –

Notwithstanding any other provision of this Section 9, and specifically referencing without limitation Section 9.B, Section 9.C, Section 9.F. and Section 9.I, UNL acknowledges and understands that the Arena Improvements are expected to be financed in part from the proceeds of tax-exempt obligations (within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code")), Build America Bonds (within the meaning of Section 54AA of the Internal Revenue Code) and Recovery Zone Economic Development Bonds (within the meaning of Section 1400U-2 of the Internal Revenue Code) (collectively, the "Bonds"). When acting in its capacity as tenant of the Arena under this Agreement, UNL hereby agrees to be bound by the provisions contained in Exhibit B to the Facilities Agreement (Compliance Plan and Procedure for West Haymarket Joint Public Agency Tax Advantaged Bonds, including any schedules and exhibits thereto) that limit "non-qualified use" (as defined therein) of the Arena to the same extent as those provisions apply to the City and the JPA.

Section 10. Dispute Resolution

In the event any dispute the Parties arises under this Agreement or any right, duty or obligation arising therefrom or the relationship of the Parties including, but not limited to, a dispute relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the Parties shall first attempt in good faith to settle and resolve such dispute by mutual agreement. In the event a dispute arises, either Party shall have the right to notify the other that it has elected to implement the procedures set forth in this Article. Within twenty (20) days after delivery of any such notice by one Party to the other regarding a dispute, the City Administrator and UNL Administrator shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such controversy.

In the event the City Administrator and UNL Administrator cannot resolve and settle such controversy, the City and UNL agree that any claim arising out of or related to this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either Party. The Parties shall endeavor to resolve their controversy by mediation the procedures for which shall be mutually agreed upon by the Parties. Request for mediation shall be provided by written notice to the other Party. The request may be made concurrently with the institution of legal or equitable proceedings but, in such event, mediation shall proceed in advance of legal or equitable proceedings which shall be stayed pending mediation for a period of 60 days from the date of receipt of the request by the other Party, unless stayed for a longer period by agreement of the Parties or court order. In the event the Parties cannot agree upon a mediator and on the procedures and timing for medication within 60 days of a Party's receipt of a request for mediation, such failure shall not preclude either Party from instituting legal or equitable proceedings.

Section 11. Transfer and Assignment

A. Outsourcing

1. Prior Approval Required.
Except for vendors, any outsourcing or other subcontracting or similar transfer of the rights and responsibilities under this Agreement requires the prior Consent and Approval of the other Party. No such outsourcing, subcontracting, or transfer shall release the City or UNL of their respective obligations under this Agreement.

2. Liability for Breach non-transferable.
Any subcontract, including those with related entities, shall contain a provision making the subcontracting entity obligated to comply with the provisions of this Agreement including required insurance coverages and applicable waivers of subrogation and other clauses where applicable. In any event, outsourcing shall not relieve the Party of any obligations hereunder and the responsible Party agrees that breach or default arising out of or caused by a subcontractor shall be considered the breach or default of that Party.

B. Assignment.

1. By UNL
UNL may not assign or sublease this Agreement or portion of this Agreement without the prior written consent of City in each instance. This provision shall apply to any assignment, transfer or sublease, whether by voluntary act, operation of law, or otherwise. Consent by the City to one assignment, transfer or sublease of this Agreement or the property shall not be a waiver to City's rights under this Agreement as to any subsequent assignment, transfer or sublease. City shall not unreasonably withhold consent to assign. No assignment, transfer or sublease shall release UNL of its obligations under this Agreement.

2. By City
City may not assign or transfer this Agreement or portion of this Agreement without the prior written consent of UNL in each instance. This provision shall apply to any assignment, transfer or sublease, whether by voluntary act, operation of law, or otherwise. Consent by UNL to one assignment, transfer or sublease of this Agreement or the property shall not be a waiver to UNL's rights under this Agreement as to any subsequent assignment, transfer or sublease. UNL shall not unreasonably withhold consent to assign. No assignment, transfer or sublease shall release City of its obligations under this Agreement.

3. Collection of Rents.
City may collect any rents for this property directly from any related entities, assignee or subtenant and apply the amount to the rent due under this Agreement. No such collection shall be a waiver of the other rights provided in this Agreement.

Section 12. Licenses, Codes and Permits

A. City
The City will obtain and maintain all licenses and permits necessary for the City to manage and operate the Arena and provide the Agreement Improvements in a manner suited for the intended uses of UNL under this Agrement.

B. UNL
UNL will cooperate with and assist the City in obtaining or maintaining the necessary licenses and permits.

C. Structural/Building.
The City agrees to make structural or other improvements to the facility as may be required for applicable building, fire, life safety, accessibility, or other code requirements.

D. **Remedies.**
Code enforcement, or the lapse, revocation, suspension or termination of any required permit of the Arena or the City/Arena Operator shall result in the City paying Liquidated damages to UNL in the amount of $_____ for any related cancellation of Home Games or UNL Non-Basketball Events.

Section 13. Possession and use
Except as provided in this Agreement, the City shall deliver possession of the Leased Improvements on or before the commencement date of the Initial Term Hereof, subject only to unavoidable delays due to Force Majeure. Delivery of possession prior to commencement date shall not affect the expiration date of this Agreement.

Section 14. Use restrictions

A. **Legal Use.**
UNL agrees not to commit or knowingly permit any act to be performed on the property or suffer any omission to occur which will be in violation of any law or regulation to which UNL is lawfully subject to, without waiving any legal or applicable defenses.

B. **Sponsorships and publicity.**
The Parties agree to the following restrictions related to all events at the Arena: No publicity prohibited by law. No publicity that is false or misleading, deceptive or offensive to the moral standard of the community. No political publicity including advertising for or against any candidate for political office, ballot item, referendum or other political issue. No adult oriented business publicity including anything of a sexually explicit nature or advertising any adult oriented business, service or products. No advertising for casino gambling, tobacco products, or other beverages and products as restricted by applicable NCAA requirements.

Section 15. Insurance/Risk Management

A. **Liability Insurance.**
UNL shall provide, at UNL's expense, general liability coverage and any liability coverage which City may require as a result of the particular use of the Property including spectator and participant liability. All liability policies shall have such liability limits provided in subsection D below or UNL will comply with such other requirements as City may from time to time reasonably request for the protection by insurance of the interests of the respective Parties.

B. **Hazard Insurance Required.**
The City shall provide, at City's expense, and with insurers approved by and satisfactory to UNL, insurance with respect to the Arena against loss by fire, lightning, and other perils covered by the standard all-risk endorsement and in such amount and for such other perils as is customarily carried by owners and operators of similar properties. Flood insurance shall be carried, if required, by City.

C. **Garagekeepers Liability.**
Commencing on the Commencement Date City shall provide Garagekeeper's insurance for physical damage to parked vehicles in the amount of $500,000 combined single limit for each occurrence.

D. **Terms of Insurance.**
All insurance policies maintained pursuant to this Agreement shall name UNL and City as insureds, as their respective interests may appear. Under any City or UNL self-insurance, City and UNL shall be treated as an additional (or named) insured as if the City or UNL as the self-insurer possessed such policies. All insurance policies maintained pursuant to this Agreement shall provide that there shall be no cancellation, non-renewal, termination for any reason, or modification without at least fifteen (15) days prior written notification to the insureds. All UNL policies of insurance

required by this Agreement shall be delivered to and retained by City. The amounts of such coverages shall be as follows:

1. For bodily injury or damages, fatal or non-fatal, including product liability, liquor liability and automobile liability coverage, to any one person to the extent of $3,000,000.
2. For bodily injury or damages, fatal or non-fatal, including product liability, liquor liability and automobile liability insurance coverage, to two or more persons for any one accident to the extent of $3,000,000.
3. For property damage to the extent of $500,000 each occurrence, $500,000 aggregate.
4. 'Umbrella' or Excess Coverage in the amount of $5,000,000.

D. Failure to Renew or Have Insurance Coverage.

If any policy maintained pursuant to this Agreement is not renewed on or before fifteen (15) days prior to its expiration date or if no insurance policy is in force at any time, the City may procure such insurance, pay the premiums therefor, and such sums shall be immediately due and payable with interest, at the rate provided in this Agreement, until paid.

E. Proof of Loss Upon Damage to Property.

If any loss occurs which may be covered by insurance, UNL will immediately notify City of the loss and shall make the proof of loss within the earlier of seven (7) days or the time required under the insurance policy. If UNL fails to make the proof of loss, the City may make the proof of loss.

F. Settlement with Insurance Carrier.

If the hazard insurance carrier refuses to pay a claim or offers to settle for less than the full cost of repairs or replacement, UNL shall advise the City. UNL shall not make a settlement for less than the full cost of repair or replacement without the written consent of City. Any attorney fees or other costs which are incurred by City in any action against an insurance carrier shall be repaid by UNL upon demand.

G. Employment Related Insurance.

In connection with the employment of its own employees, both Parties shall pay all applicable social security, unemployment, worker's compensation or other employment taxes or contributions of insurance, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance and worker's compensation.

H. Waiver.

UNL and the City expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operations at the Arena caused by fire or other perils covered in a standard form fire or all risk insurance policy. Each insurance policy procured by the City and UNL shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any Party prior to the occurrence of a loss. Any self-insurance by UNL or City shall be deemed to include such waiver of subrogation.

I. Administration.

City shall administer, defend, process and otherwise handle all claims up to the deductible or self insured retainer amount of any such policy or coverage obtained hereunder.

J. Contractors and Subcontractors.

Both Parties shall require suitable and adequate insurance coverage commensurate with the coverages required herein, including spectator and participant liability.

K. Self-Insurance.

UNL may satisfy its insurance obligations in this Section 15 by self-insurance as evidenced by a written statement from the risk management officer of the University of Nebraska-Lincoln.

L. **Modifications of Insurance Requirements.**
The Parties recognize and agree that the insurance coverages discussed in this Section 15 may require adjustment from time to time over the term of this Agreement. Not more frequently than once every five (5) years, the Administrators may reasonably modify the required insurance coverage to reflect the then current risk management practices for the use of arenas and underwriting practices in the insurance industry.

Section 16. Americans with Disabilities Act (ADA)
Americans With Disabilities Act compliance regarding the Arena and Arena Improvements as a building, facility or public accommodation shall be the responsibility of the City. UNL shall take all reasonable steps to provide services for individuals with disabilities as required by the Act related solely to UNL's provision of Home Games or UNL Non-Basketball Events. UNL shall defend, indemnify, protect and hold harmless City and all the officers, employees, and agents of City against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting from UNL's failure to comply with and fulfill the requirements of this Section. The City shall defend, indemnify, protect and hold harmless UNL and all the officers, employees, and agents of UNL against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting from the City's failure to comply with and fulfill the requirements of this Section.

Section 17. Quiet Enjoyment
On payment of UNL Rent and performance of the other covenants and agreements on the part of UNL to be paid and performed hereunder, UNL shall peaceably have and enjoy the Leased Improvements and all of the rights, privileges and appurtenances granted.

Section 18. Hazardous materials

A. **Pre-existing Conditions.**
UNL shall not be liable to the City or any other person for pre-existing environmental conditions at the Project Site. The City shall indemnify, defend and hold UNL harmless from any claims arising out of such pre-existing conditions at the Project Site. This indemnification shall not include any remediation activities and other releases that may be caused or arise out of the Leased Improvements development and construction activities on the Project Site; Provided that each Party to this Agreement hereby covenants and agrees not to sue the other Parties on any cause of action arising out of or related to such activities.

B. **Use Restrictions.**
UNL shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Improvements by UNL, its agents, employees, contractors or invitees, without the prior written consent of the City (which consent shall not unreasonably withhold as long as UNL demonstrates to City's reasonable satisfaction that such Hazardous Materials is necessary or useful to UNL's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Improvements). If UNL breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Leased Improvements caused or permitted by UNL results in contamination of the Leased Improvements, or if contamination of the Leased Improvements by Hazardous Material otherwise occurs for which UNL is legally liable to the City for damage resulting therefrom, then to the extent authorized by law, UNL shall indemnify, defend and hold the City harmless from any and all claims, judgements, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Improvements, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Improvements, damages arising from any adverse impact on marketing of space, and sums paid in settlement or claims, attorney's fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of City by UNL includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup,

remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the Leased Improvements attributable to UNL. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Improvements caused or permitted by UNL results in any contamination of the Leased Improvements, UNL shall promptly take all actions at its sole expense as are necessary to return the Leased Improvements to the condition existing prior to UNL's introduction of any such Hazardous Material to the Leased Improvements; provided that City's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the Leased Improvements.

C. Eminent domain

If the Leased Improvements are taken by any public authority under the power of eminent domain or sold to any public authority pursuant to threat of eminent domain, then division of damages shall be made as follows:

1. UNL shall receive any amount of any damages which UNL has suffered for the loss of the remainder of its Agreement.
2. The City shall receive any damages based upon the value of the building.
3. UNL shall receive any other damages or other awards based upon considerations other than value of the building which were awarded to UNL.

The allocation of damages shall be mutually agreed upon by the governmental authorities exercising the power of eminent domain, by the City and by UNL. In the event that there is not agreement on allocation as provided in this paragraph, the Parties may agree to an award of damages for the value of the building and the Agreement.

D. Fire and other Casualty

If fire or other casualty shall render the Leased Improvements untenantable, this Agreement shall terminate immediately and any prepayments of UNL Rent shall be refunded pro-rata by the City; provided, however, that if the Leased Improvements can be repaired within ninety (90) days from the date of such event, then at the City's option, by notice in writing to UNL, mailed within thirty (30) days after such damage or destruction, this Agreement shall remain in full effect, but the UNL Rent for the period during which the Leased Improvements are untenantable shall be abated pro-rata.

E. Surrender

1. Peaceable Surrender Required.

On the last day of the term of this Agreement or on the earlier termination of this Agreement, UNL shall peaceably surrender the Leased Improvements in good condition and repair, reasonable wear and tear excepted, consistent with UNL's duty to make repairs as provided in this Agreement. UNL shall at its expense remove all of its equipment from the Leased Improvements, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures, other than UNL's equipment and trade fixtures, which have been made or installed by either the City or UNL on the Leased Improvements shall remain as the City's property and shall be surrendered with the Leased Improvements as a part of the Leased Improvements. Trade fixtures shall not include any structural components of any buildings.

2. Failure to Surrender.

If the Leased Improvements are not surrendered at the end of the Agreement or on the earlier termination of the Agreement, to the extent authorized by law, UNL shall indemnify the City against any loss or liability resulting from delay by UNL in surrendering the Leased Improvements. The indemnification includes, but is not limited to, claims made by any succeeding UNL founded on such delay. Any succeeding UNL is authorized to take legal action against UNL to recover its damages from UNL. The provisions of this section shall survive the termination of this Agreement.

3. Surrender of Security Devices.

UNL shall promptly surrender all electronic or other security/entrance devices including keys, if any, for the Leased Improvements to the City at the place then fixed for payment of UNL Rent and shall inform the City of combinations on

any locks and safes on the Leased Improvements. Surrender of such devices before the end of the Agreement shall not terminate this Agreement unless City accepts the surrender of the Agreement in writing. In no event shall UNL be deemed to have abandoned the property or this Agreement during the term of this Agreement unless UNL first obtains the express written permission of the City. The provisions of this section shall survive the termination of this Agreement.

Section 19. Holding Over

In the event that UNL remains in possession of the Leased Improvements after the expiration of this Agreement without the execution of a new lease, City may take any legal action to remove UNL. If the City accepts a UNL Rent payment for a period of time after the end of the Agreement or otherwise acknowledges the tenancy, then UNL is deemed to be occupying the Leased Improvements as a tenant from month- to-month. Any month-to-month tenancy is subject to all the conditions, provisions, and obligations of this Agreement. The base rent for the hold-over period shall be increased to 110% of the base rent due under the terms of this Agreement for the last year of the Agreement. The increased base rent shall then be adjusted by any CPI inflation index or by any other adjustment method provided in this Agreement.

Section 20. Default of UNL

A. Events of Default, not exclusive.

A default by UNL under this Agreement shall occur if any of the following occur, but a default is not limited to the following:

1. Any one or more rent payments due from UNL to the City shall be and remain unpaid in whole or part after they are due and payable;
2. UNL fails to provide insurance as required by this Agreement and the default continues for more than 10 days after notice from City;
3. UNL violates or defaults in any of the other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation of default;
4. If UNL shall become insolvent, make an assignment for the benefit of its creditors, or if a receiver is appointed for UNL;
5. Abandonment of the property by UNL (any absence by UNL for more than seven days without notice to City shall be presumed to be an abandonment).

Section 21. Notice and Cure of Default

A. Default of City

The City shall not be deemed to be in default under this Agreement until UNL has given the City written notice specifying the nature of the default and until the City fails to cure the default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

B. Default of UNL

UNL shall not be deemed to be in default under this Agreement until the City has given UNL written notice specifying the nature of the default and until UNL fails to cure the default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

Section 22. Remedies Upon Default

A. **Right to Cure Defaults to Third Parties.**
Notwithstanding any contrary provision herein, in the event either Party offers to cure the other Party's default or potential default under the curative terms of this Agreement by advancing monies, the other Party shall repay the monies advanced within thirty (30) days of receipt of notice of such advancement. In addition to the other rights and remedies hereunder, the Party offering the cure may offset any advanced monies to cure the other Party's default or potential default under this Agreement or the Construction Agreement against any other amount owed to the other Party under this Agreement.

B. **Remedies not exclusive.**
The remedies provided in this paragraph are not exclusive and are in addition to any other remedies now or later allowed by law. Upon default of UNL:

1. The City may, at its option, declare this Agreement forfeited, the Agreement's term ended, have the right to reenter the property and have the right to take possession of the property without any further obligation to UNL. City may remove all persons and property at the cost of UNL.
2. City may instead elect to keep UNL in possession and continue to have all rights and remedies under this Agreement. If City elects to keep UNL in possession, City shall have the rights under subparagraph A for any future defaults or for any previous default which remains uncured.

Section 23. Interest
If UNL fails to perform any of its promises contained in this Agreement, including the failure to pay **rent**, then any unpaid rent and any sum advanced by the City under the terms of this Agreement shall bear interest from the due date or the date of payment by the City, respectively, to the date of payment to the City by UNL at the rate of 4% per annum.

Section 24. Personal Property at UNL's Risk
All Personal Property including fixtures kept, stored or maintained on the property shall be so kept, stored or maintained at the sole risk of UNL.

Section 25. Cumulative Rights
No right or remedy given in this Agreement to UNL or the City is intended to be exclusive of any other right or remedy hereof provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute.

Section 26. Further Assurances

A. **Written Certification**
In addition to any other information which may reasonably be requested, any Party shall without charge, at any time and from time to time hereafter, within ten (10) days after written request from another Party for the same, certify by written instrument duly executed and acknowledged to any person, firm or corporation the following information which was specified in such request:

1. Whether this Agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
2. Whether this Agreement is still valid;
3. The existence of any default under this Agreement;
4. The existence of any claims or amounts owed to such Party by any other Party; and

5. The commencement and expiration dates of the term of this Agreement.

B. Effect of Certification.

Any such certificate may be relied on by the Party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the Party executing it.

Section 27. Notice

A. Delivery

If any notice is required to be given under this Agreement, it may be only be given in writing and delivered by mail, telegram, personal delivery, facsimile transmission, or electronic data transmission. Delivery of notice shall be effective as follows:

1. Delivery by any means other than mail shall be effective upon receipt.
2. Delivery by mail may be by first class mail, certified mail or registered mail.
3. Delivery by first class mail is complete upon the third postal business day after mailing.
4. Delivery by certified mail or registered mail is complete upon delivery; if the certified mail is not delivered as a result of refusal to accept, then upon the date of the refusal to accept; or if there is a failure of delivery as a result of the inability of the post office to deliver after three attempts at delivery (to the last-known address as provided in this Agreement) have been made, then upon the date of the last attempt.
5. Delivery may be made to any agent for service of process.
6. If the Party is a corporation, delivery of notice may be made to any officer. If the Party is a partnership, notice may be given to any partner.

B. Addresses.

For purposes of mailing of notice under this Agreement or as otherwise required by law, the mailing addresses of the Parties are:

CITY:
Mayor
555 S. 10th St.
Lincoln, NE 68508

With a copy to:
City Attorney
575 S. 10th St.
Lincoln, NE 68508

UNIVERSITY:
Vice Chancellor for Business and Finance
302 Administration Building
University of Nebraska-Lincoln,
Lincoln, NE 68588-0425

With a copy to
Athletic Director
University of Nebraska
MSTD
Lincoln. NE 68588--0120

With a copy to:
Chancellor
201 Administration Building
University of Nebraska-Lincoln,
Lincoln, NE 68588-0419

With a copy to:
Vice President and General Counsel
University of Nebraska

C. Changes.

Each Party shall supply any address changes to the other Party in writing. Any Party may change its address by giving notice in writing, stating its new address, to any other Party as provided in paragraph B above. The newly designated address shall be that Party's address for the purpose of all communications, demands, notices or objections permitted or required to be given or served under this Agreement.

Section 28. Other Provisions

A. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective assigns and successors.

B. Subordination.

UNL agrees that at the City's election, this Agreement shall be subordinate to any land lease, mortgages or trust deeds now on or placed on the property and to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof. UNL hereby appoints the City as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

C. Brokerage Fees.

Each Party to this Agreement warrants that it has not incurred any real estate brokerage fees, finders' fees, loan brokerage fees or any other fees to any third party in connection with this Agreement. In the event that any third party, other than those listed below, institutes legal action in any effort to recover such fees, the Parties shall jointly defend such action. If a judgment is obtained against the Parties jointly, the Party responsible for breach of this warranty shall reimburse the other for the latter's attorney fees, court costs, expenses and share of the judgment.

D. Amendment.

No amendment of this Agreement shall be valid unless it is in writing and is signed by the Parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

E. Severable Provisions.

Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

F. Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

G. Representations.

No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either Party hereto to the other unless expressly stated in this Agreement. Neither Party has relied on any verbal representations, agreements, or understandings not expressly set forth in this Agreement.

H. Duplicate Originals.

This Agreement may be executed in several duplicate originals, but all copies shall be only one agreement.

I. **Captions. Headings. or Titles.**
All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

J. **Waiver.**
Any waiver by any Party of a default of any other Party of this Agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the Parties which varies from the terms of this Agreement shall be a waiver of any Party's right to demand exact compliance with the terms of this Agreement.

K. **Grammatical Changes.**
The use of any particular gender in this Agreement shall refer to all genders. The use of the singular of an expression may be read as the plural and the use of the plural may be read as the singular.

L. **Joint and Severable Liability.**
If there is more than one person liable under this Agreement, the liability of each shall be joint and several.

M. **Nebraska Law.**
This Agreement shall be construed and enforced in accordance with the laws of the state of Nebraska.

N. **Soldier's and Sailor's Relief Act.**
No Party is a member of the armed forces of the United States or of any of its allies. Each Party states that the Soldiers and Sailors Relief Act does not apply to him, her or it.

O. **Non-Discrimination.**
UNL shall not discriminate against any person because of race, color, sex, creed, religion, ancestry, national origin, age, marital status or disability, to fail or refuse to hire, or discharge, an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any other term or condition of employment pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122 (Reiss. 2004 as amended).

P. **Work Status Verification.**
UNL and the City agree that all individuals involved in the design, construction and operation of the Arena must be verified using the federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§4-108 to 4-114 as amended.

The Board of Regents of the University of Nebraska

_____

Harvey Perlman, Chancellor

City of Lincoln

_____

Chris Beutler, Mayor

Attest:

_____

Joan Ross, City Clerk

Exhibit A

Arena Sources of Funds

(See attached)

City of Lincoln
Analysis of West Haymarket Revenue Streams
Arena Revenues
May-10

Year	State Aid (Turnback)	Developer Contributions	Car Rental Occ Tax	Hotel Occ Tax	Bar & Restaurant Occ Tax	Arena Revenues	TIF	Parking	Brownfield Funds	Private Donations	Total
2010	-	-	-	-	-	-	-	-	800,000	20,000,000	22,800,000
2011	-	-	201,630	2,268,332	7,442,037	-	-	-			9,911,999
2012	-	-	205,662	2,313,699	7,590,878	-	-	-			10,110,239
2013	-	-	209,775	2,359,973	7,742,696	2,300,593	-	-			12,613,037
2014	1,690,933	88,350	213,971	2,407,172	7,897,550	5,866,512	-	1,079,329			19,243,817
2015	1,724,752	178,467	218,250	2,455,316	8,055,501	5,983,842	320,000	1,147,317			20,083,444
2016	1,759,247	270,386	222,615	2,504,422	8,216,611	6,103,519	652,800	1,217,538			20,947,137
2017	1,794,431	364,144	227,068	2,554,510	8,380,943	6,225,589	979,200	1,290,053			21,815,938
2018	1,830,320	459,777	231,609	2,605,601	8,548,562	6,350,101	1,305,600	1,364,923			22,696,493
2019	1,866,927	468,973	236,241	2,657,713	8,719,533	6,477,103	1,632,000	1,386,090			23,444,578
2020	1,904,265	478,352	240,966	2,710,867	8,893,923	6,606,645	1,664,640	1,407,495			23,907,153
2021	1,942,350	487,919	245,785	2,765,084	9,071,802	6,738,778	1,697,933	1,429,139			24,378,790
2022	1,981,197	497,677	250,701	2,820,386	9,253,238	6,873,553	1,731,891	1,451,021			24,859,665
2023	2,020,821	507,631	255,715	2,876,794	9,438,303	7,011,025	1,766,529	1,473,139			25,349,956
2024	2,061,238	517,784	260,829	2,934,329	9,627,069	7,151,245	1,801,860	1,495,493			25,849,846
2025	2,102,462	528,139	266,046	2,993,016	9,819,610	7,294,270	1,837,897	1,518,080			26,359,521
2026	2,144,512	538,702	271,367	3,052,876	10,016,002	7,440,155	1,874,655	1,540,899			26,879,169
2027	2,187,402	549,476	276,794	3,113,934	10,216,322	7,588,958	1,912,148	1,563,949			27,408,984
2028	2,231,150	560,466	282,330	3,176,213	10,420,649	7,740,738	1,950,391	1,587,227			27,949,162
2029	2,275,773	571,675	287,977	3,239,737	10,629,062	7,895,552		1,610,730			26,510,505
2030	2,321,288	583,108	293,736	3,304,532	10,841,643	8,053,463		1,634,455			27,032,227
2031	2,367,714	594,771	299,611	3,370,622	11,058,476	8,214,533		1,658,401			27,564,128
2032	2,415,069	606,666	305,603	3,438,035	11,279,645	8,378,823		1,682,564			28,106,405
2033	2,463,370	618,799	311,715	3,506,795	11,505,238	8,546,400		1,706,939			28,659,257
2034	2,512,637	631,175	317,949	3,576,931	11,735,343	8,717,328		1,731,524			29,222,888
2035	2,562,890	643,799	324,308	3,648,470	11,970,050	8,891,674		1,756,313			29,797,505
2036	2,614,148	656,675	330,795	3,721,439	12,209,451	9,069,508		1,781,304			30,383,319
2037	2,666,431	669,808	337,410	3,795,868	12,453,640	9,250,898		1,806,490			30,980,545
2038	2,719,759	683,204	344,159	3,871,785	12,702,713	9,435,916		1,831,866			31,589,403
2039	-	696,869	351,042	3,949,221	12,956,767	9,624,634		1,857,428			29,435,960
2040	-	710,806	358,063	4,028,206	13,215,902	9,817,127		1,883,168			30,013,272
2041	-	725,022	365,224	4,108,770	13,480,220	10,013,469		1,909,081			30,601,787
2042	-	739,522	372,528	4,190,945	13,749,825	10,213,739		1,935,160			31,201,719
2043	-	754,313	379,979	4,274,764	14,024,821	10,418,014		1,961,397			31,813,288
Total	54,161,087	16,382,455	9,297,454	104,596,355	343,164,026	240,293,704	21,127,545	47,698,509	800,000	22,000,000	859,521,134
NPV	23,905,467	6,132,236	3,941,689	44,344,001	145,485,623	95,346,451	11,031,386	18,899,918	761,905	20,952,381	370,801,055

Exhibit B

Arena Site

(See attached)

PROJ: West Haymarket TEUP
PEN: West_Haymarket_Label
USER: jwegner
DATE: 10/21/2010
DGN: F:\PROJECTS\006-0645_TRNS\Sheets\Quantities\080645_Arena Location Parcel.dgn

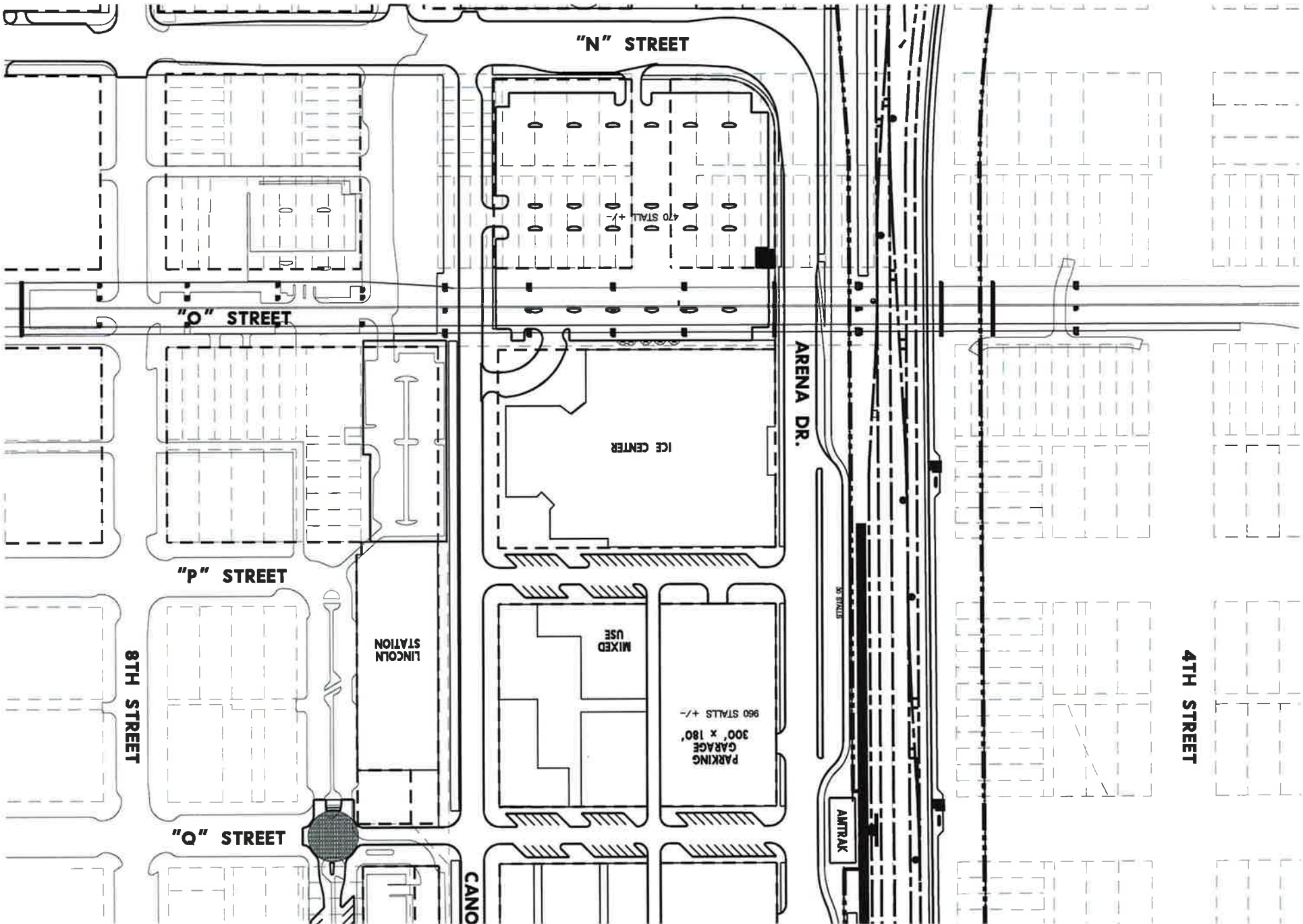

Exhibit C

Home Game Expenses

UNL Provided Personnel:

- Game Officials
- Game Administrator
- HuskerVision
- Stats
- Announcer
- Scoreboard
- Timekeeper
- Shot Clock
- UNL Police (Inside the bowl)
- Media Relations
- Marketing
- Ticket Office
- Medical Stand-by

UNL Non Personnel Expenses:

- Marketing Promotions
- Program Printing
- Team/Officials Meals
- Donor/Sponsor Meals

Arena Provided Personnel:

- Arena Event Operations
- Building Staff Maintenance
- Building Staff Custodial
- Building Staff Security (external to bowl)
- Event Clean Up
- Parking Operations
- City of Lincoln Police Department (external to bowl)
- Concessions
- Traffic Control
- On Site Telephone Staff
- Event Staff

Arena Non Personnel Expenses:

- Custodial Supplies
- Refuse Service
- Snow Removal
- Precision Timing
- Utilities
- Crowd Control/Management Barricades
- Traffic Management Cones/Barricades

TO:	The Board of Regents	Addendum IX-B-3
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	West Haymarket Joint Public Agency/West Haymarket Arena in the City of Lincoln, Nebraska.	
RECOMMENDED ACTION:	Approve the attached Amended and Restated Joint Public Agency Agreement for the West Haymarket Arena.	
PREVIOUS ACTION:	April 1, 2010 – The City of Lincoln and the Board of Regents entered into the West Haymarket Joint Public Agency Agreement. March 5, 2010 – The Board of Regents approved the Resolution and Statement of Creation (1) authorizing the President to execute the West Haymarket Joint Public Agency Agreement, and (2) authorizing the President to administer and execute the related approvals and instruments for creating and implementing the West Haymarket Joint Public Agency.	
EXPLANATION:	Approval of this agenda item will authorize the President to execute the Amended and Restated West Haymarket Joint Public Agency Agreement (the "Amended Agreement") with the City of Lincoln. A copy of the Amended Agreement is attached. The Amended Agreement modifies the Joint Public Agency Agreement as follows: 1) replaces the written description of the general boundaries with an exhibit and language clarifying that the JPA's jurisdiction includes all public right of ways in connection with the planned improvements to intersections to improve traffic flow to the Arena; and 2) provides a clarification that the delivery of formal notice of JPA meetings to the City Clerk and the UNL Chancellor are permissive, rather than mandatory.	
SPONSORS:	Christine A. Jackson Vice Chancellor for Business and Finance Joel D. Pedersen Vice President and General Counsel	
RECOMMENDED:	Harvey Perlman, Chancellor University of Nebraska-Lincoln	
DATE:	November 9, 2010	

AMENDED AND RESTATED
JOINT PUBLIC AGENCY AGREEMENT
~~CREATING~~ OF THE
WEST HAYMARKET JOINT PUBLIC AGENCY

~~_____~~This AMENDED AND RESTATED JOINT PUBLIC AGENCY AGREEMENT (the "Amended Agreement"), is entered into as of ~~April 1, 2010~~ _____, between THE CITY OF LINCOLN, NEBRASKA (the "City"), and THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (the "University").

RECITALS

1. The University is a public body corporate duly created and existing under the laws of the State of Nebraska.

2. The City is duly organized and validly existing as a city of the primary class and political subdivision of the State pursuant to Chapter 15, Reissue Revised Statutes of Nebraska, as amended, and its home rule charter (the "**Charter**").

3. The City has determined that it is necessary, desirable, advisable and in the best interest of the City and its residents to (a) construct, equip, furnish and finance public facilities in the West Haymarket area of the City including but not limited to a sports/entertainment arena (the "**Arena**"), roads, streets, sidewalks, pedestrian overpass, public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots (the "**West Haymarket Facilities**"), and (b) to acquire land and to relocate existing businesses, to undertake environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities (together, the "**Project**")

4. The University has determined that if the sports/entertainment arena and supporting parking and infrastructure is built, it is in the best interest of the University to relocate the home games of the University of Nebraska - Lincoln's men's and women's basketball teams from the University's Bob Devaney Sports Center to the arena.

5. The University and the City (collectively, the "**Participants**") desire to make the most efficient use of their taxing authority and other powers and to cooperate with each other and other governmental units on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to a form of governmental organization that will best account with the geographic, economic, population, and other factors influencing the needs and development of both the University and the City.

6. The Participants have determined that to achieve the objectives set forth above, it is necessary, desirable, advisable and in the best interest of the Participants that a joint public agency be formed by the Participants pursuant to the Joint Public Agency Act (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, the "**Ac**t").

7. The Participants have passed resolutions after published notice as required by the Act determining that it is necessary, desirable, advisable and in the best interest of the Participants that they form a joint public agency pursuant to the Act to finance the Project through bonds issued by such agency.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Participants agree as follows:

ARTICLE I

CREATION OF THE JOINT PUBLIC AGENCY

Pursuant to the Act, the Participants hereby create a joint public agency which shall be named the West Haymarket Joint Public Agency (the "**Agency**") and which shall constitute a separate political subdivision and a public body corporate and politic of the State of Nebraska as provided by the Act. The Agency shall be subject to control by the Participants in accordance with the terms hereof. The governing body of each Participant has passed a resolution after published notice of the same as required by the JPA Act determining that a need for the Agency exists. A certified copy of each approving resolution shall be kept on file by the Agency at the City Clerk's office located at 555 South 10th Street, Lincoln, Nebraska, 68508. The governing body of the Agency (the "**Board**") shall submit the statement required by Section 13-2510, Reissue Revised Statutes of Nebraska, as amended, to the Secretary of State. The Agency's existence shall commence upon the issuance of a certificate of creation by the Secretary of State as provided in Section 13-2511, Reissue Revised Statutes of Nebraska, as amended.

ARTICLE II

PURPOSES

The purposes of the Agency are as follows:

(a) To make the most efficient use of the taxing authority and other powers of the Participants and to cooperate with each other and other governmental units on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to a form of governmental organization that will best account with the geographic, economic, population, and other factors influencing the needs and development of the Participants.

(b) To exercise any power, privilege or authority to facilitate land acquisition, relocation of existing businesses, environmental remediation, site preparation and the construction, equipping, furnishing and financing public facilities, including but not limited to a sports/entertainment arena, roads, streets, sidewalks, pedestrian overpass public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots and any other capital improvements or other projects

pertaining to the redevelopment of the West Haymarket Redevelopment Area as shall be determined by the Board to be necessary, desirable, advisable or in the best interests of the Participants in the manner and as provided for by the Act. The West Haymarket Redevelopment Area is bounded roughly as depicted in the attached diagram (Exhibit A) and shall include any interests in property belonging to or acquired by the Agency for purposes of the Project including both permanent and temporary interests, licenses and rights of entry inclusive of all public right of way and approaches within design-appropriate distances of intersections for turning lanes and other appropriate features and amenities. ~~The West Haymarket Redevelopment Area is an area generally bounded by BNSF and Union Pacific railroad lines on the west, approximately North 7th Street on the east, the south interior roadway of Haymarket Park and Bereuter Pedestrian Bridge on the north and "M" Street on the south.~~

(c) To issue bonds to finance the West Haymarket Facilities, and to levy a tax as provided by the Act and this Agreement to pay the principal or redemption price of and interest on such bonds, when and as the same shall become due, to own the Arena and Parking Garages for so long as any Agency Bonds (hereinafter defined) are outstanding, to enter into a lease with the City to operate the Arena and Parking Garages for so long as any Agency Bonds are outstanding and to convey the Arena and Parking Garages to the City at such time as no Agency Bonds are outstanding.

(d) To sell, lease or otherwise dispose of excess land not needed for the West Haymarket Facilities to the City, University or private entities for redevelopment of the City's West Haymarket Redevelopment Area and, in particular, a proposed mixed use redevelopment project consisting of a multi-story, 200-250 room hotel, including some first floor rental space and one or more buildings containing approximately 100,000 square feet of residential space, 100,000 square feet of office space, and 100,000 square feet of retail space.

ARTICLE III

ORGANIZATION

Section 301. Governing Body. The Board of the Agency shall consist of the following representatives:

1. Mayor of the City.

2. The member of the Board of Regents of the University of Nebraska from District No. 1.

3. A member of the City Council of the City appointed by the Mayor.

Section 302. Term of Office. Unless otherwise disqualified by the provisions of the Act, and except as provided herein or any amendment hereto, each representative shall serve for so long as such representative holds the position set forth in **Section 301**, or, in the case of the member of the City Council, until a successor is appointed by the Mayor.

Section 303. Voting. Unless the Board unanimously adopts different rules relating to voting by representatives, each representative shall have one vote on matters before the Board. Except as may otherwise be provided herein, or in any agreement to which the Agency is a party, all actions of the Agency may be taken with the concurrence of a majority of the representatives entitled to vote. All actions of the Agency related to the Arena (as opposed to the West Haymarket Facilities as a whole) may only be taken by a unanimous vote of all the representatives entitled to vote.

Section 304. Rules of Governance. The Board shall adopt rules of governance that will include at a minimum, the following:

(a) ***Quorum.*** A majority of the representatives shall constitute a quorum for the transaction of any Agency business, except as provided in **Section 303** above.

(b) ***Officers.*** The Board shall elect a chair and vice-chair from among the representatives. The Board shall elect a secretary as provided in Section 13-2516 of the Act and appoint a treasurer who each shall serve at the pleasure of the Board and until their respective successors shall be appointed or elected as the case may be.

Section 305. Meetings and Notice. Meetings of the Board may be called by the chair or any two representatives. Written notice of the meeting and agenda shall be provided to each representative~~, the City Clerk, and the University of Nebraska - Lincoln Chancellor~~ at least seven days prior to each such meeting. Courtesy copies may be provided to the City Clerk and the University of Nebraska – Lincoln Chancellor.

The Board shall also give public notice of the meeting pursuant to Section 84-1411, Reissue Revised Statutes of Nebraska, as amended. Public notice shall be given by posting a notice of the meeting on the official bulletin board of the City in the County-City Building, 555 South 10th Street, Lincoln, Nebraska, under the heading of "PUBLIC NOTICE OF MEETING," maintaining an agenda in the office of the City Clerk which shall be available for inspection by the public. All meetings shall be conducted in accordance with the Open Meetings Act (Chapter 84, Article 14, Reissue Revised Statutes of Nebraska, as amended).

Section 306. Treasurer's Bond. In the event that there is no treasurer's bond that expressly insures the Agency against loss resulting from the fraudulent, illegal, negligent, or otherwise wrongful or unauthorized acts or conduct by or on the part of any person authorized to sign checks, drafts, warrants, or other instruments in writing, there shall be procured and filed with the secretary of the Agency, together with the written authorization filed with the secretary, a surety bond, effective for protection against the loss, in such form and penal amount and with such corporate surety as shall be approved in writing by the signed endorsement thereon of any two officers of the Agency other than the treasurer.

ARTICLE IV

DURATION

The duration of the Agency shall be perpetual, commencing with the date of issuance of the certificate of creation, and shall continue in effect until terminated as provided in **Article XIII** hereof.

ARTICLE V

POWERS

The Agency shall have such powers as are allowed by the Act, and any amendments thereto including, but not limited to, the powers:

(a) to incur debts, liabilities, or obligations, including the borrowing of money and the issuance of bonds, secured or unsecured, pursuant to the Act;

(b) to borrow money or accept contributions, grants or other financial assistance from a public agency and to comply with such conditions and enter into such contracts, covenants, mortgages, trust indentures, leases or agreements as may be necessary, convenient or desirable;

(c) subject to any agreements with holders of outstanding bonds, to invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds, in such obligations, securities, and other investments as the Board shall deem proper;

(d) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, financial advisors and others found necessary or useful and convenient to the stated purposes of the Agency;

(e) to levy taxes upon the taxable property in the City of Lincoln, Nebraska pursuant to Sections 13-2507 and 77-3443, Reissue Revised Statutes of Nebraska, as amended, to the extent that the authority to levy taxes is expressly and specifically assigned and allocated to the Agency by a Participant herein. Such levy authority may be exercised by the Agency only to the extent the assigning Participant restricts the exercise of its own levy authority to the same degree and the levy authority allocated to the Agency is reported to the Property Tax Administrator; and

(f) to exercise any other powers which are deemed necessary and convenient to carry out the provisions of the Act.

ARTICLE VI

ISSUANCE OF BONDS

The Agency, by resolution of the Board, may from time to time issue bonds or other evidences of indebtedness (the "**Agency Bonds**") payable exclusively from all or a portion of the revenue from one or more projects, from one or more revenue-producing contracts, including securities acquired from any person, or leases made by the Agency with any person, including any Participant, or from its revenue generally which may be additionally secured by a pledge of any grant, subsidy, or contribution from any person or a pledge of any income or revenue, funds, or money of the Agency from any source whatsoever or a mortgage or security interest in any real or personal property, commodity, product, or service or interest therein.

The Agency may from time to time also issue bonds in such principal amounts as the Board shall determine to be necessary to provide sufficient funds to carry out any of the Agency's purposes and powers, including the establishment or increase of reserves, the payment of interest accrued during construction of a project and for such period thereafter as the Board may determine, and the payment of all other costs or expenses of the Agency incident to and necessary or convenient to carry out its purposes and powers.

Notwithstanding any other terms hereof to the contrary, the Agency shall not issue any bonds or other form of indebtedness without the question of whether the Agency should issue such bonds or indebtedness being first presented to, and approved by, the Mayor and Council of the City.

ARTICLE VII

LEVY AUTHORITY

Pursuant to the provisions of Section 13-2507:

(a) The City hereby irrevocably allocates and assigns to the Agency, for the period beginning June 1, 2010 and ending on the date upon which all of the Agency Bonds are no longer deemed to be outstanding and unpaid pursuant to the resolution or resolutions pursuant to which they are issued, its authority to cause the levy of taxes within the taxing district of the City, beginning in the year 2010 for collection in 2011, for the purpose of paying the costs of the West Haymarket Facilities pursuant to Section 15-202, Reissue Revised Statutes of Nebraska, as amended, in an amount which will be sufficient to pay the principal or redemption price of and interest on the Agency Bonds when and as the same become due (the "**Agency Bond Levy**"), solely for the purpose of paying the principal or redemption price of and interest on the Agency Bonds.

(b) The Agency Bond Levy shall be certified to The County of Lancaster, Nebraska as provided by law for levy and collection in such amounts, if any~~, as~~, as may be required to pay the principal or redemption price of and interest on the Agency Bonds as the same become due.

(c) All taxes collected under the Agency Bond Levy shall be collected as provided by law and shall be credited to the Agency as soon as practicable.

ARTICLE VIII

EXPENSES

All expenses of the Agency not payable from the proceeds of the Agency Bonds, including without limitation, travel expenses, administrative costs, insurance and professional fees, shall be paid by the City and University as mutually agreed upon between the parties.

ARTICLE IX

BUDGETING

The Board shall prepare a budget based on a fiscal year coinciding with the fiscal year of the City for the operation of the Agency. The budget of the Agency shall be established as provided in the Nebraska Budget Act (Chapter 13, Article 5, Reissue Revised Statutes of Nebraska, as amended) and presented to the City Council prior to the Agency's levy certification. The Agency shall cause to be conducted annually an audit conducted by a private qualified auditing business. The resulting audit report shall be delivered to the Agency and the governing body of each Participant.

ARTICLE X

BIENNIAL REPORT

Commencing in 2011, and each odd-numbered year thereafter, the Agency shall deliver to the Secretary of State a biennial report on a form prescribed and furnished by the Secretary of State, such fee and any other information or requirements as may be specified in Section 13-2525, Reissue Revised Statutes of Nebraska, as amended.

ARTICLE XI

NOT FOR PROFIT

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit, dividend or Agency asset shall inure to the benefit of any individual.

ARTICLE XII

WITHDRAWAL

If the governing body of a Participant adopts a resolution setting forth the determination that the need for the Agency no longer exists, the Participant shall be permitted to

withdraw from participation in the Agency, but withdrawal shall not affect the obligations of the withdrawing Participant pursuant hereto or any other agreements with the Agency. Withdrawal shall not impair or adversely affect the levy of the Agency Levy or receipt of revenues for, or the payment of, any outstanding bonds or indebtedness or the interest thereon.

ARTICLE XIII

DISSOLUTION

The Agency shall not be dissolved so long as any Agency Bonds are outstanding under the instrument pursuant to which they were issued. Upon dissolution of the Agency, provided the City continues to have the responsibility for the West Haymarket Facilities, all interest in the land, capital improvements, personal property and all other assets of the Agency used in the operation of the West Haymarket Facilities financed by the Agency Bonds remaining in the Agency shall be transferred to the City.

ARTICLE XIV

MANNER OF ACQUIRING AND HOLDING PROPERTY

The Board may lease, purchase or acquire by any means, from a Participant or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out the purposes hereof. The title to all such property, personal or real, needed for the West Haymarket Facilities shall be held in the name of the Agency for so long as any Agency Bonds shall remain outstanding. The Agency shall convey all of its interest in the West Haymarket Facilities to the City at such time as no Agency Bonds remain outstanding. The Agency shall comply with the applicable bidding procedures of the City. The City shall perform the functions of the purchasing agent designated therein.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Board and executed by the Chair.

ARTICLE XV

AMENDMENT

This Agreement may be amended in writing, signed by all the Participants; provided, however, no amendment may be made limiting the duty of the Agency or the Participants to levy and collect taxes for the payment of any Agency Bonds. Any amendment hereto must first be approved by resolution of the governing body of each Participant. The amended and restated Agreement shall be filed with the Nebraska Secretary of State.

ARTICLE XVI

In exercising its authority and carrying out its duties and functions the Agency shall not discriminate against any employee, applicant for employment, contractor, potential contractor, or any individual or entity on the basis of race, religion, color, sex, national origin, disability, age, marital status, or any other basis prohibited by law.

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ATTEST: **THE CITY OF LINCOLN, NEBRASKA**

_____ By: _____
City Clerk Mayor

Approved as to Form and Legality:

_____
City Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20l0, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

_____
Notary Public

ATTEST:

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

_____
Corporate Secretary

By: _____
James B. Milliken, President

Approved as to Form and Legality:

_____
General Counsel, University of Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by James B. Milliken, President of the Board of Regents of the University of Nebraska, a public body corporate.

_____
Notary Public

TO:	The Board of Regents	Addendum IX-B-4
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Capital Improvements for the Nebraska Unions and University Housing Facilities at the University of Nebraska-Lincoln (UNL)	
RECOMMENDED ACTION:	Approve the attached Resolution to authorize expenditure of up to $1,646,385 for capital improvements for the Nebraska Unions and University Housing facilities from the Replacement Fund of the Student Fees and Facilities Revenue Bonds at the University of Nebraska-Lincoln.	
PREVIOUS ACTION:	During the last five years the Board of Regents has approved similar requests as follows:	

Prior Approvals	Amount
October 2009	$1,694,154
November 2008	2,292,545
November 2007	2,572,396
November 2006	3,423,700
November 2005	1,474,802

EXPLANATION:	Section 6.2 of the Bond Resolution (December 1, 1964) requires the Board of Regents to keep the "facilities" in good repair, working order and condition, and to make all necessary and proper repairs. Section 6.12 of the Resolution requires the Board to comply with all statutes of the State of Nebraska. The improvements and modifications detailed on the accompanying pages represent the highest priority needs that have been identified by residents, user groups, and managers of these facilities.
PROJECT COST:	$1,646,385
SOURCE OF FUNDS:	Student Fees and Facilities Revenue Bond Surplus Funds
SPONSORS:	Juan N. Franco Vice Chancellor for Student Affairs Christine A. Jackson Vice Chancellor for Business & Finance
RECOMMENDED:	Harvey Perlman, Chancellor University of Nebraska-Lincoln
DATE:	November 5, 2010

RESOLUTION

BE IT RESOLVED by the Board of Regents of the University of Nebraska (the "Board") as follows:

1. The Board hereby finds and determines:

   (a) Pursuant to its Bond Resolution dated as of December 1, 1964, authorizing the issuance of Revenue Bonds by the Board (the "Resolution"), the Board has heretofore issued revenue bonds payable from the revenues and fees derived from the ownership and operation of the dormitories and other facilities for the housing and boarding of students, student unions, student health facilities and other facilities for the activities of students located on the campus of the University of Nebraska-Lincoln, under which a Surplus Fund was created;

   (b) Section 6.2 of the Resolution requires the Board to operate the “facilities” (as defined in the Resolution) in an efficient, sound and economical manner and to keep all Facilities and betterments thereto in good repair, working order and condition and to make all necessary and proper repairs, renewals, replacements, additions, extensions and betterments thereto, so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

   (c) The “facilities" include the Nebraska Unions, the University Health Center and all facilities and structures for the housing and boarding of students located and currently or hereafter existing on the campus of the University of Nebraska-Lincoln, which facilities require certain renewals, replacements, additions, betterments and extensions to maintain the Revenue and Fees. In order to accomplish such renewals, replacements, additions, betterments and extensions, the sum of $1,646,385 should be expended from the Replacement Fund as indicated on the attached schedule.

2. Authorization. The Board hereby authorizes the transfer of up to $1,646,385 from the Surplus Fund established pursuant to the Resolution to the Replacement Fund, and the expenditure of up to $1,646,385 from the Replacement Fund for the projects herein identified. The Vice Chancellor for Business and Finance at the University of Nebraska-Lincoln, is hereby designated as the University representative who may certify to the Trustee the specific payments to be made from the Replacement Fund.

3. 1986 Surplus Fund. There currently are monies or investments in the Surplus Fund including accruals in excess of $1,646,385.

University of Nebraska - Lincoln
Capital Improvement Requests
December 2, 2010

SUMMARY	
Department	Funding Requested
Nebraska Unions	$ 318,165
University Housing	1,328,220
Grand Total	$1,646,385

NEBRASKA UNIONS
Detail of Improvement Requests

Project	Location	Funding Required	Justification
Replace Carpet, Furniture & Blinds	Nebraska Union	$33,375	On-going replacement of worn items
Refurbish South Side of Building	Nebraska Union	75,500	Renovate outside stairwells, add signage and paint ballroom
Update Exhaust Ventilation	Nebraska Union	30,000	Update exhaust ventilation for Planet Sub space
Replace Ice Machines	Nebraska Union	11,100	Replace ice maker in catering servery and purchase ice machine for bakery
Replace Custodial and Maintenance Equipment	Nebraska Union	16,300	Replace worn equipment
Replace Meeting Room Equipment	Nebraska Union	12,850	Replace tables and audio-visual equipment
Concrete Repairs	Nebraska Union	14,000	Repair concrete on Memorial Plaza
Blinds, Chairs and Equipment	Gaughan Center	21,850	Finish equipping Gaughan Multicultural Center
Replace Furniture and Equipment in Meeting Rooms	East Union	33,500	Replace worn equipment
Update Audio-Visual Equipment	East Union	3,500	Update audio-visual equipment for Great Plains Room
Replace Banner Boards	East Union	16,500	Replace exterior banner boards
Replace Maintenance/ Custodial Equipment	East Union	14,690	Replace worn equipment
Replace Bowling Scoring System	East Union	35,000	Replace bowling scoring system for Lanes ‘N Games
Subtotal		$318,165	

UNIVERSITY HOUSING

Detail of Improvement Requests

Project	Location	Funding Required	Justification
Fire Sprinklers and Upgrade Fire Alarm System	Selleck Quadrangle	$153,000	Complete required installation and upgrades
Replace Windows	Selleck Quadrangle	435,852	Replace original 1956 windows, for energy conservation and eliminate leaks
Replace Transformers	Neihardt	50,000	Replace 78 year old transformers and move location from interior to exterior
Replace Roof	Schramm	111,873	Replace aging and worn 35-year-old roof
Replace Roof	Harper-Schramm-Smith Dining	202,495	Replace aging 30-year-old roof (10 year old temporary repair)
Replace Pulper and Renovate Dishroom	Selleck Quadrangle	50,000	Equipment is worn, parts and maintenance no longer available. Dishroom renovation has to occur due to dishwasher replacement
Replace Water Line	Park Apartments	50,000	Eliminate repetitive breaks in mid-50's original line
Replacement Mattresses and Conference Linens/Pillows/ Blankets	Housing System	40,000	Continue replacement of worn and damaged items
Upgrade Lighting in Student Rooms	Housing System	20,000	Energy conservation changing from T-12 to T-8 technology
Replace Smoke Detectors in Student Rooms	Housing System	25,000	Fire and life safety, per manufacturer recommendation
Replace Furniture and Refrigerators in Student Rooms and Lounges	Housing System	25,000	On-going replacement of worn items
Replace Windows in RD Apartment, Raymond Blue and Gold Lounges and the Sunroom	Neihardt	40,000	Energy conservation by replacing original 1932 windows
Kitchen and Bath Renovation	Park Apartments	15,000	Completion of renovation of all units in complex
Replace five ice machines	Housing Dining	20,000	Replace old, worn-out equipment
Replace Locks on Room Doors	Selleck	90,000	Replace worn metal locks; convert to card system and improve security
Subtotal		$1,328,220	

TO:	The Board of Regents	Addendum IX-B-5
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Architect selection for East Stadium Improvements at the University of Nebraska Lincoln	
RECOMMENDED ACTION:	Approve the selection of Clark Enersen Partners to provide design services for the East Stadium Improvements at the University of Nebraska-Lincoln (UNL).	
PREVIOUS ACTION:	October 10, 2010 – The Board of Regents approved the Program Statement and Budget for the East Stadium Improvements at UNL.	
EXPLANATION:	A selection committee consisting of the Assistant Vice President and Director of Facilities Planning and Management, two external members from the University of Nebraska Project Evaluation Board, one representative from UNL Facilities Management & Planning, and one member of the Athletic Department has recommended Clark Enersen Partners to provide design services for the East Stadium Improvements Project. The firm was selected from six firms submitting proposals on the project. The selection was reviewed and approved by the Business Affairs Committee.	
	Proposed start of construction Proposed completion of construction	May 2011 June 2013
PROJECT COST:	$55,500,000	
ON-GOING FISCAL IMPACT:	Estimated Operating and Maintenance 1% Assessment	$870,000 None
SOURCE OF FUNDS:	Trust Funds (private donations) Revenue Bonds Total	$40,500,000 15,000,000 $55,500,000
SPONSORS:	Tom Osborne Athletic Director Christine A. Jackson Vice Chancellor for Business and Finance	
RECOMMENDED:	Harvey Perlman, Chancellor University of Nebraska-Lincoln	
DATE:	November 5, 2010	

TO:	The Board of Regents	Addendum IX-B-6
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Change in plan and the corresponding revised program statement and budget for the renovation of Poynter Hall on the UNMC campus.	
RECOMMENDED ACTION:	Approve the revised program statement and budget for the renovation of Poynter Hall on the UNMC campus.	
PREVIOUS ACTION:	December 11, 2009 – The Board of Regents approved renovation of mechanical infrastructure on Level 2 of Wittson Hall. March 9, 2007 – The Board of Regents approved the selection of RDG Planning and Design to provide architectural design services for the renovation of Poynter Hall. September 8, 2006 - The Board of Regents approved the program statement and budget for the renovation of Poynter Hall. June 15, 2006 - The Board of Regents approved the program statement and budget for the renovation of Bennett Hall	
EXPLANATION:	Poynter Hall is a 1912; six story building, containing 43,000 gross square feet. Following approval of the program statement in 2006, the project was put on hold as UNMC was faced with finding construction staging space, and as a result lags the other LB 605 projects. In the interim UNMC has found equivalent space for the programs contained in the approved program statement. A change of plan is now proposed to renovate Poynter Hall to house the UNMC College of Medicine's Department of Psychiatry. The Department of Psychiatry is one of five specialty departments essential to the accreditation of the College of Medicine. The Department's faculty have been off campus since the Nebraska Psychiatric Institute was closed in 1987, and are currently located in leased space with an annual lease expense of $437,000. The proposed project will renovate Poynter Hall to provide an on-campus location for the Psychiatry Department faculty; facilitate the recruitment of students addressing the current shortage of psychiatrists in the State of Nebraska; and reduce operating costs through lease avoidance.	

The previously Board-approved architect will complete the design of the project.

The revised program statement and budget were reviewed and approved by the Business Affairs Committee.

	Proposed start of construction:	June 2011
	Proposed completion of construction:	May 2012
PROJECT COST:	Construction	$7,304,000
	Non-Construction	1,796,000
	Total	$9,100,000
ON-GOING FISCAL IMPACT:	Operating and Maintenance	No Additional Impact
	1% Assessment	$91,000
SOURCE OF FUNDS:	LB 605 Funds	$9,100,000
SPONSOR:	Donald S. Leuenberger Vice Chancellor for Business & Finance	
RECOMMENDED:	Harold M. Maurer, M.D., Chancellor University of Nebraska Medical Center	
DATE:	November 5, 2010	

Poynter Hall Renovation Program Statement

University of Nebraska Medical Center

Date: Revised November 3, 2010

Prepared by: UNMC Facilities Management and Planning with RDG Planning and Design.

Phone: (402) 559-5022

I. INTRODUCTION

A. Background and History

Poynter Hall is a six level masonry building containing 43,125 gross square feet of space that has been in continuous service since its construction in 1912.

Prior to the opening of the Durham Research Center, levels 3 through 6 of the building housed research labs that are now unsuitable for continued use due to their poor condition. Some of the labs have been converted with minimal remodeling for use temporarily as research or administrative space pending an opportunity for complete renovation. The first two levels of the building are below grade and house operations space for the Nebraska Anatomical Board and research support functions.

The mechanical distribution and electrical systems of the facility are generally obsolete or in poor condition and the building needs to be brought into compliance with current building, fire and life-safety, ADA and energy codes. The windows and portions of the mechanical system were replaced in 2000 with LB 1100 funds.

The signing of LB 605 into law has provided the opportunity to renovate Poynter Hall. Its structural configuration and proximity to education, clinical and research space in the campus core make it more suitable and valuable to be readapted for use by functions that require administrative type space such as education, patient-oriented research and clinical activities rather than to renovate the existing labs.

It is proposed to relocate the Department of Psychiatry to Poynter Hall from its current location in leased space. The faculty and staff of the UNMC Department of Psychiatry once occupied the Nebraska Psychiatric Institute (NPI) building on the west end of the UNMC campus. That building was eventually demolished to make room for the Durham Research Center. The Department faculty has not been united on the UNMC campus since NPI was closed in 1987.

B. Project Description

The proposed project will readapt Poynter Hall to provide a dedicated location for the majority of the academic programs and faculty practice clinics of the College of Medicine's Department of Psychiatry. Renovation will provide space for the Adult, Child and Consultation divisions of the Psychiatry Department, in addition to the Education and Research sections, and Psychiatry Administration.

The renovation of levels 2 through 6 of Poynter Hall will provide approximately 22,800 square feet of space for the functional needs of the new occupants, renew 40-80 year old finish materials, update common space and corridors, restore the building to code and life

safety standards, and update the building's telecommunications infrastructure. The building's obsolete mechanical distribution systems will be replaced and new handicap accessible restrooms will be provided. The electrical service will be updated and brought into compliance with current building codes. A new fire alarm and fire sprinkler system will be installed throughout the building.

The building will continue to house the operations space for the Nebraska Anatomical Board on level one. A microsurgery class lab used by the Ear Nose and Throat (E.N.T.) Department will relocate from level 6 to the southeast corner of level 2. Other campus functions temporarily occupying space on levels 3-6 in the building will be relocated to more suitable locations.

A new entrance and lobby will be located on the east side of the building on level 2, allowing street level pedestrian access. The elevator serving the building is undersized, does not meet ADA and is in poor condition. A new elevator appropriately sized to accommodate current accessibility requirements will be installed to serve the new lobby and connect levels 2 through 6.

C. Purpose and Objectives

- Renovate Poynter Hall for continuing service.
- Readapt Poynter Hall to house the College of Medicine's Psychiatry Department in an on-campus location.
- Provide improved facilities for Psychiatry education and research.
- Reduce operating costs through lease avoidance.

II. JUSTIFICATION OF THE PROJECT

A. Data That Supports the Funding Request

Poynter Hall was the first building constructed on the University of Nebraska Medical Center campus. Despite the buildings age, it is structurally sound and capable of being upgraded for continuing service. It is a good site for education, clinical research or limited outpatient clinical activities due to its location in the campus core. Renovation of Poynter Hall will more economically provide space to accommodate the proposed functions than demolition followed by the construction of a new building.

The Department of Psychiatry is one of five specialty departments essential to the accreditation of the College of Medicine and its core curriculum. The Department of Psychiatry has for the last ten years been located in leased space in a former general hospital building some 20 blocks remote from the UNMC main campus. The Department currently occupies the space on a month-to-month basis; annual lease expense is approximately $437,000. This expense and future lease uncertainty will be avoided with the move to a permanent location in Poynter Hall.

The remote location has hindered, but not prevented, the faculty of the Department from doing collaborative research and teaching with other UNMC clinical and basic science departments. The Geriatric Psychiatry section of the department was recently moved to the Home Instead Center for Successful Aging, co-locating with Geriatric Medicine to expand

research, patient care, education and outreach related to successful aging. Relocating the balance of the Psychiatry Department to the main UNMC campus will facilitate increased collaborative interdisciplinary education and research.

Renovation of this space will allow, for the first time in over 20 years, the faculty and staff of the Department to work together on Campus. A teaching environment for students and residents from multiple disciplines will be created in a convenient outpatient setting to enhance training in mental health. This will be particularly relevant for those students who will work in primary care, where up to 40% of patients seen can have a significant metal health concern. Improving the Psychiatry training experience for medical students will not only better equip those going into primary care specialties for their future practice, but will also facilitate the recruitment of students into the Psychiatry residency program. The current shortage of psychiatrists in the State of Nebraska can be addressed by increasing the number of locally trained psychiatrists.

In addition to enhancing clinical training, the placement of the Department's clinical, research, and education divisions together will provide an environment that fosters research collaboration, especially in the arena of clinical studies. Areas of current and potential future collaborations occur with many departments located on the UNMC campus including: Immunology, Gastroenterology, Pharmacy, Nursing, Primary Care, Otolaryngology, Neurology, Pharmacology and Experimental Neuroscience, Radiology and Neurosurgery.

The Psychiatry Department has a strong research history in attention-deficit hyperactivity disorder (ADHD) that has attracted federal funding. Proximity to the magneto encephalogram (MEG) scanner on the UNMC campus, one of only a dozen clinical sites in the country to have this new technology, will allow for a significant translational research opportunity to investigate childhood psychiatric problems in a non-invasive manner, paving the way to becoming a national leader in this form of research. The Consultation/Liaison Division maintains a strong clinical program for the treatment of adult attention-deficit hyperactivity disorder. Being housed together with the Research Division at Poynter Hall would facilitate bringing the research and the clinical missions together.

Proximity to Munroe Meyer Institute (MMI) will foster further collaboration between Psychiatry and MMI's existing program to place trainees in rural primary care clinics to enhance training and provide much-needed mental health services in underserved areas, which include 90 of Nebraska's 93 counties.

B. Alternatives Considered: Renegotiation of the current lease was considered and rejected due to potential cost increase and sub-optimal location.

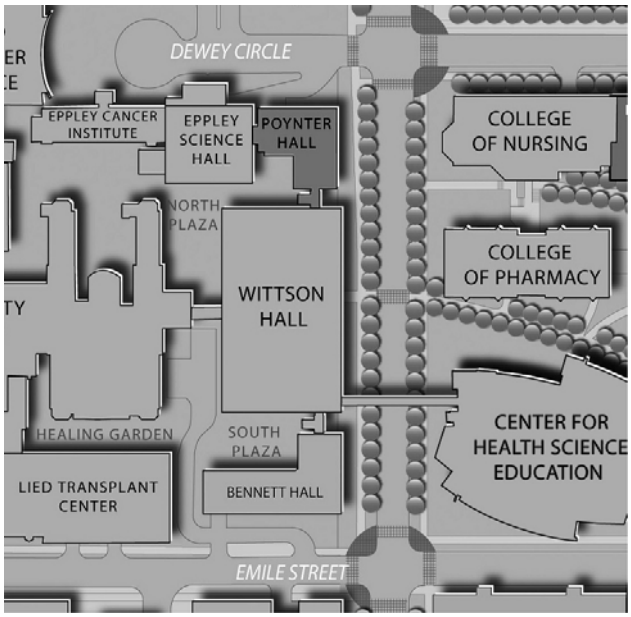
III. LOCATION & SITE CONSIDERATIONS

A. County: Douglas

B. Campus: University of Nebraska Medical Center, Omaha

C. Proposed Project Site:

Poynter Hall is located on the Southwest corner of 42nd Street and Dewey Circle, to the north of Wittson Hall and east of the Clarkson Tower patient entrance. The following site plan identifies the building location on the UNMC campus.



D. Statewide Inventory: 398

E. Influence of project on existing site conditions:

1. Relationship to Neighbors – The project will not change the relationship to of Poynter Hall to neighboring buildings. All existing entry points and inter-building circulation routes will be maintained.

2. Utilities – Existing steam and chilled water utility connections will be reused. A new electrical transformer will be installed at an acceptable exterior location.

3. Parking & Circulation – The project will not alter existing parking, vehicular or pedestrian circulation patterns. The new entry point on the east side of the building will allow for pedestrian access from 42nd and Dewey Street. Completion of the project will increase outpatient traffic. Patients arriving in personal vehicles will have access to valet parking available at Clarkson Tower. Those arriving by public transportation will be served by two existing bus stops at 42nd & Dewey, near the building's new entrance.

IV. COMPREHENSIVE PLAN COMPLIANCE

The University of Nebraska Medical Center (UNMC) is the only public institution responsible for the education of health professionals in Nebraska. The mission of UNMC is to improve the health of Nebraska through premier educational programs, innovative research, the highest quality patient care and outreach to underserved populations.

A. University of Nebraska Strategic Framework

The project will support the objectives of the University of Nebraska Strategic Framework 2010-2013 with emphasis on goals 3h, 4a, c, d, and 6a, restated as follows:

3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.

   h. Pursue excellence in educational attainment alighted wit the long-term interests of the state.
      i. Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas.
      ii. Develop educational programs that prepare students for the flexibility required to respond to the uncertainty of future workforce demands.
      iii. Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands.

4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.

   a. Increase federal support for research and scholarly activity.
      I. Increase federal support for instruction, research and development, and public service.
      ii. Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.

   c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.

   d. Improve the quantity and quality of research space through public and private support.

6. The University of Nebraska will be cost effective and accountable to the citizens of the state.

   a. Support the development of a sustainable university environment.
      ii. Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.
      iii. Campuses shall pursue energy efficiency.

B. University of Nebraska Medical Center Strategic Plan 2010-2013 (Applicable References)

<u>Vision</u>
The partnership of UNMC and the Nebraska Medical Center will be a world-renowned health sciences center that:

- Delivers state-of-the-art health care;
- Prepares the best-educated health professionals and scientists;
- Ranks among the leading research centers;
- Advances our historic commitment to community health;
- Embraces the richness of diversity to build unity;
- Creates economic growth in Nebraska.

Mission

The mission of the University of Nebraska Medical Center is to improve the health of Nebraska through premier educational programs, innovative research, the highest quality patient care, and outreach to undeserved populations.

Applicable Goals

- UNMC will be learning centered in education:

  Expand current inter-professional activities in ambulatory care and the curriculum.

  Develop a comprehensive Center for Primary Care.

- Increase prominence as a research health sciences center:

  Increase research funding for clinical /translational research.

C. UNMC Facilities Development Plan - The proposed project is consistent with the concepts of the UNMC 2006-2015 Facilities Development Plan.

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D. Consistency with Statewide / CCPE Plan - The Statewide Comprehensive Capital Facilities Plan states that individual capital construction projects will support institutional strategic comprehensive facilities plans.

V. ANALYSIS OF EXISTING FACILITIES

A. Function and purpose of existing programs as they relate to the proposed project.

The Administration of the Department of Psychiatry and the Child, Adolescent and Adult Psychiatry sections and clinical division, as well as the Research and Education sections of the Department, are housed in marginally adequate space on five floors of a converted general hospital at 26th and Harney Streets. The Consultation/Liaison Division is located in leased space in the Clarkson South Doctors Building of the Nebraska Medical Center. Current programs include:

1. Psychiatry Offices and Clinic: Serves as the primary teaching and outpatient clinical care site for the department. The department's teaching load includes currently includes thirty-three residents and the entire class of medical students in their third-year rotations. The clinic currently receives about 16,000 outpatient visits annually.

2. Clinical Research: The Psychiatry Department has a strong research history in attention-deficit hyperactivity disorder (ADHD) in both children and adults that has attracted federal funding.

B. Square Footage of Existing Space - 27,720 rentable square feet located at 26th and Harney Streets.

C. Utilization of Existing Space – UNMC will not renew the lease for the existing space.

D. Physical Deficiencies – The Department of Psychiatry's current space in leased quarters is in adequate condition. However, the department is the only significant tenant in a much larger building with significant deferred maintenance needs.

E. Programmatic Deficiencies - While the Consultation/Liaison Division's proximity to The Nebraska Medical Center is convenient for their clinical work; its location away from the rest of the Department has hampered it from taking part in clinical research. By the same token, the bulk of the Department being some 20 blocks from the main UNMC campus has hindered its ability to collaborate with other UNMC departments.

F. Replacement cost of existing building (Poynter Hall) – Approximately $10,000,000

VI. FACILITY REQUIREMENTS

A. Functions & Purpose of Proposed Program

1. Activity Identification – The main activities within this building will be office space for administration, faculty, and staff related to Psychiatric education, research and consultation.

2. Projected Occupancy, Use, Staffing

Personnel Projection	Current	Future
Administration	12	18
Adult Division	10	12
Child Division	5	7
Consultation Division	6	7
Education Section	5	6
Research Section	5	9
Clinical	20	21
Behavioral Health Education Center of Nebraska	5	6
Total	68	86

B. Space Requirements of Proposed Project

1. Square Footage by Function - The following table lists the program requirements for the facility. In summary, space allocation is as follows:

Education	31.6%
Research	16.3%
Clinical	4.7%
Multi-focal	47.4% (Includes teaching clinics and Psychiatry Administration)

Use Code	Space	Quantity	NASF Each	Total NASF
	Psychiatry Administration			
310	Waiting	1	100	100
310	Office, Department Chair	1	180	180
350	Conference Room	1	750	750
310	Office, Administrator	1	130	130
310	Office, Chairs Secretary	1	120	120
310	Office, Compliance	1	120	120
310	Office, Financial Analyst	1	120	120
310	Office, Billing	2	130	260
310	Office, Regulatory Support	1	130	130
310	Office, Intake	1	130	130
310	Office, Transcription	4	48	192
315	Medical Records	1	130	130
315	Lounge/Break Room	1	200	200
310	Storage	1	110	110
315	Work/Copy	1	100	100
WWS	Circulation	1	708	708
	Administration Subtotal			3,480
	Adult Psychiatry Division			
315	Work/Copy	1	80	80
310	Office, Faculty	8	120	960
310	Office, Nurse (RX Storage)	1	120	120
310	Office, Staff	3	120	360
WWS	Circulation	1	621	621
	Adult Division Subtotal			2,141
	Child Psychiatry Division			
310	Office, Faculty	5	120	600
310	Office, Staff	2	120	240
850	Nurse/Exam Room (clinical /RX storage)	1	120	120
	Child Division Subtotal			960
	Consultation Division			
310	Office, Faculty	6	120	720
310	Office, Staff	1	120	120
850	Group Therapy Room	1	300	300
850	Clinical Consult Room/Specialty Waiting	2	160	320
315	Nurse/Storage, Pharmaceutical	1	120	120
315	Work/Copy	1	64	64
WWS	Circulation	1	200	200
	Consultation Division Subtotal			1,844
	Education Section			
310	Office, Residency Director	1	160	160
310	Office, Staff	5	120	600

310	Resident Room	1	400	400
	Education Section Subtotal			1160
Use Code	Space	Quantity	NASF Each	Total NASF
	Research Section			
310	Office, Clinical	5	160	800
310	Office, Staff	4	120	480
315	Waiting	1	250	250
545	Toilet, Specimen	1	60	60
540	Testing Room	1	160	160
540	Exam Room	3	120	360
310	Research Documentation	1	260	260
830	Storage, Pharmaceutical	1	64	64
255	Laboratory	1	200	200
315	Storage,	2	275	550
WWS	Circulation	1	531	531
	Research Section Subtotal			3,715
	Clinic			
310	Office, Consultation Midlevel	3	160	480
310	Office, Child Midlevel	4	160	640
310	Office, Adult Midlevel	1	160	160
315	Waiting, Consultation	1	150	150
315	Waiting, Child	1	525	525
315	Waiting, Adult	1	500	500
315	Reception	3	64	192
540	Exam Rooms	13	160	2,080
540	Group Therapy Room	1	300	300
	Circulation	1	713	713
	Clinic Subtotal			5,740
	Behavioral Health Education Center of Nebraska			
310	Office, Physicians	6	120	720
	BHECN Section Subtotal			720
	Gross Anatomy			
849	Gross Anatomy	1	2,366	2,366
	Gross Anatomy Board Subtotal			2,366
	ENT Microsurgery Class Lab			
210	Laboratory	1	686	686
	Microsurgery Subtotal			686
	Total NASF, Renovation			22,812
	Total NASF, Non Renovation			1,157
	Total GSF			43,125

2. Planning Parameters - Building spaces have been sized according to UNMC space guidelines, good architectural planning practices and the unique needs of the Department of Psychiatry.

3. Difference between Existing and Proposed - Much of Psychiatry's current space is in readapted hospital in-patient rooms. Renovation cost was given priority over space efficiency when preparing the leased space for occupancy. Poynter Hall will be reconfigured based on program requirements. As a result, a more efficient use of space will be possible in Poynter Hall.

C. Impact of the Project on the Program's Existing Facilities:
   1. Reutilization – The existing lease will not be renewed.
   2. Demolition – Not applicable.
   3. Renovation – Not applicable.

VII. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse – Existing furniture and clinical equipment will be reused wherever possible.

B. Additional Equipment:
   1. Fixed Equipment – Fixed equipment is included in the construction costs provided in Section IX.
   2. Moveable Equipment – Furniture will be provided as needed to supplement existing. Education technology requirements will be provided.
   3. Biomedical Communications – An allowance is included in the project budget for teaching technology.

VIII. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type – The building is an existing reinforced concrete structure with a masonry load-bearing exterior. The renovation will be designed to Business Occupancy code requirements. The existing building is constructed using 5" thick concrete floor slabs supported by concrete-encased steel beams. The exterior walls are load bearing; columns that bear on spread footings support interior beams. A preliminary analysis indicates that the building has adequate live load capacity. Overall, the building structure appears to be in good condition, and there are no signs of significant settlement.

B. Building Systems:

Heating and Cooling Systems – The main air-handling unit is unsuitable for continued use and will be replaced. New duct risers and horizontal distribution system including localized VAV boxes will be included. The existing steam and chilled water will be used to serve the entire building. The building control system will be the direct digital type and will be tied into the campus-wide energy management and control system.

Electrical Systems – A new 1000 KVA 13.8 kV delta, 480/277 Volt 3 phase 4 wire wye pad mount transformer will be located at an acceptable exterior location, and a new 1600 amp main breaker switchboard will be installed. Dry type transformers will be located at each level to provide 120/208 Volt distribution. Lighting intensities will be based on the recommendations of the Illuminating Engineering Society and International Energy Conservation Code.

Fire Alarm System – The fire alarm system will be replaced with a new supervised, 24 VDC fire detection and alarm system that includes addressable, intelligent, automatic and manual initiation devices and audio/visual alarm devices. Voice activation messaging will be provided.

Telecommunications System – A complete pathway and cable system will be provided to serve voice and data needs in the facility.

C. Sustainability – The project will be designed to meet university sustainable design guidelines.

D. Life Safety/ADA – The facility will be designed in accordance with the latest version of the International Codes 2009 Edition, All applicable NFPA 101-2000 and the ADAAG published July 2004 and the October 1994 Nebraska Accessibility Guidelines.

E. Historic/Architectural Significance – Poynter Hall was the first building constructed on the UNMC campus and originally housed the College of Medicine.

F. Security – Card access and monitoring systems will be installed as needed.

G. Artwork – The artwork budget is consistent with Board of Regents art policy.

H. Phasing – The proposed project is planned to be bid as a single contract. Relocation of existing tenants and asbestos abatement will occur prior to commencing construction.

I. Future Expansion – Not anticipated.

IX. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria:

1. Standards/ Sources - The projected construction cost was developed by an independent cost consultant applying standard construction cost methodology to actual costs of comparable projects in the Omaha area.
2. Year, Month, Inflation Factor – The construction cost estimate was completed in August 2010 and assumed a 3% inflation rate to the planned start of construction in June 2011. The cost estimate further assumes a 3% annual inflation factor to the midpoint of construction.

3. Gross & Net Square Feet

Building Efficiency	Proposed
Net Square Feet, Renovation	22,812
Net Square Feet, Existing to remain	1,157
Building Gross Square Feet	43,125
Building Efficiency	52.9%

4. Project Cost & Construction Cost per Gross Square Foot

Unit Cost Data	
Project Cost/GSF	$211.01
Construction Cost/GSF	$169.37

B. Project Cost Estimate		
1) BUDGET CATEGORY #1 -- CONSTRUCTION COSTS		
Construction Contract:		
a) General		2,919,000
b) Mechanical		1,502,000
c) Electrical		1,329,000
d) Elevators		250,000
SubTotal		6,000,000
Inflation to Construction Mid-Point:		
(@ 3.0% per year x 5 months)		75,000
Total Construction Contract		*6,075,000*
Asbestos Abatement/Environmental Remediation		278,000
In House Construction Including Building Controls:		
In House Labor		25,000
In House Material		25,000
Controls		200,000
Other Construction		
UBC Special Inspector		3,000
Relocation Construction		50,000
Telecommunications		300,000
Subtotal Construction		*6,956,000*
Construction Contingency	@ 5%	348,000
SUBTOTAL COST CATEGORY #1 -- CONSTRUCTION COSTS		***7,304,000***
2) BUDGET CATEGORY #2 -- NON-CONSTRUCTION COSTS		
Moveable Equipment (Furniture Only)		300,000
Special & Technical Equipment		
Biomedical Communications (Audio-Visual)/Security		100,000
Land Acquisition		-
Project Design & Management		
a) Project Planning & Program Statement		61,000
b) A/E Basic Services	@ 9%	547,000
c) A/E Additional Services		97,000
d) A/E Reimbursable Expense and Printing		35,000
e) In-House Services - Project Management		315,000
f) Other Consultants (Cost Estimating/Commissioning)		65,000
Subtotal Professional Services		*1,120,000*
Artwork		*90,000*
Other Costs		
a) Risk/Quality Management (Asbestos Survey)		10,000
b) Builders Risk Insurance		5,000
c) Moving and Relocation		60,000
d) Signage		25,000
TOTAL Other Costs		*100,000*
SubTotal Non Construction Costs		*1,710,000*
Non-Construction Contingency	@ 5%	*86,000*
SUBTOTAL COST CATEGORY #2 -- NON-CONSTRUCTION COSTS		***1,796,000***
TOTAL PROJECT COST		***9,100,000***

C. Fiscal Impact

FISCAL IMPACT	Amount
Operational & Maintenance costs per year	No additional impact
Annual Additional Programmatic Cost	No additional impact
Applicable building renewal assessment charges – 1% of project cost	$91,000

X. FUNDING INFORMATION

A. Total funds required is $9,100,000

B. Project Funding Sources:

FUNDING SOURCES	Amount	% Total
State Funds	$9,100,000	100%
Other Funds	-	
Total	$9,100,000	100%

C. Fiscal year expenditures

FISCAL YEAR	EXPENDITURES
FY 2006-2009	$ 146,000
FY 2010-2011	$1,000,000
FY 2011-2012	$7,954,000

XI. TIMELINE

Original Program Statement Approval by Board of Regents	September 2006
Architect Selection	November 2006
Revised Program Statement Approval by Board of Regents	December 2010
Relocate Existing Poynter Hall Occupants	January 2011
Design Development Complete	February 2011
Abatement	March 2011
Construction Documents Complete	April 2011
Receive Bids	May 2011
Contract Award/Start Construction	June 2011
Mid-Point Construction	November 2011
Substantial Completion	May 2012

XII. HIGHER EDUCATION SUPPLEMENT

A. CCPE Review – CCPE review will be required.

B. Method of Contracting

1. Method – The contract for the new facility will be competitively bid and awarded to the lowest responsible general contractor.

2. Rationale for Method Selection – Bidding conditions in the Omaha construction market are currently favorable, and are expected to remain favorable through the time when the project is bid.

C. FOR INFORMATION ONLY

1. University of Nebraska Strategic Planning Framework Addendum IX-C-1

2. University of Nebraska Strategic Framework Accountability Measures Addendum IX-C-2

3. Calendar of establishing and reporting accountability measures Addendum IX-C-3

4. University of Nebraska Strategic Dashboard Indicators Addendum IX-C-4

5. Board of Regents agenda items related to the University of Nebraska Strategic Framework Addendum IX-C-5

TO:	The Board of Regents Academic Affairs
MEETING DATE:	December 2, 2010
SUBJECT:	University of Nebraska Strategic Framework
RECOMMENDED ACTION:	For Information Only
PREVIOUS ACTION:	None
EXPLANATION:	Attached is the current version of the Strategic Framework document.
SPONSOR:	James B. Milliken, President University of Nebraska
DATE:	November 5, 2010

University of Nebraska

INVESTING IN NEBRASKA'S FUTURE

Strategic Planning Framework

2010-2013

The University of Nebraska is a four-campus, public university which was created and exists today to serve Nebraskans through quality teaching, research, and outreach and engagement. We strive to be the best public university in the country as measured by the impact we have on our people and our state, and through them, the world. To do that, we must compete effectively with other institutions around the world for talented students and faculty. The future of Nebraska is closely tied to that of its only public university, and this framework guides university-wide and campus planning to help build and sustain a Nebraska that offers its citizens educational and economic opportunity and a high quality of life.

The framework consists of six overarching goals emphasizing access and affordability, quality academic programs, workforce and economic development, research growth, engagement with the state, and accountability. Each goal has a number of related objectives, strategies and accountability measures developed for Board and university-wide monitoring over a multi-year period. Companion documents include an implementation tool with metrics and the schedule for monitoring by the Board, as well as a dashboard reflecting progress.

The university's efforts will not be limited to these priorities, as we expect to be able to measure progress in other areas given the interrelatedness of the objectives, other priorities of the Board and the President, and the ongoing strategic planning efforts of the four campuses. Campus plans are consistent with this framework and operate within its broader goals. Each campus has established a set of quality indicators that provide a means to evaluate achievement and momentum related to its principal objectives.

1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.

    a. The university will strive to increase affordability and ensure qualified students are not denied access based on economic circumstances.

        i. Secure state funding sufficient to support access to high quality programs.

        ii. Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.

        iii. Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).

    b. Increase the percentage of Nebraska high school graduates (the state "college-going rate") who enroll at and graduate from the university.

        i. Increase enrollment, consistent with quality imperatives, to serve Nebraska's goals for increased educational attainment.

        ii. Increase each campus's undergraduate freshman-to-sophomore retention rate each year, with a goal of exceeding the average of its peer institutions.

        iii. Increase each campus's undergraduate six-year graduation rate, with a goal of exceeding the average of its peer institutions.

    c. Increase the diversity of those who enroll at and graduate from the university, employing measures permitted by state and federal law.

        i. Engage in partnerships with other higher education institutions, K-12, and the private sector to increase diversity of students who seek a post-secondary education, employing measures permitted by state and federal law.

    d. Expand lifelong educational opportunities, including those for non-traditional and transfer students.

    e. Promote adequate student preparation for success in higher education.

        i. Engage in pilot programs with Nebraska high schools for development of high school academies in partnership with the university.

        ii. Provide timely and usable information to middle school students, parents, teachers and school administrators.

f. Promote ease of transfer to the university from other higher education institutions.

   i. *Improve programs for transfer from community colleges, state colleges and other higher education institutions.*

g. Expand distance education programs, taking advantage of university-wide marketing and efficiencies and campus role and mission, strengths and entrepreneurship.

2. The University of Nebraska will build and sustain undergraduate, graduate and professional programs of high quality with an emphasis on excellent teaching.

   a. Recruit and retain exceptional faculty and staff, with special emphasis on building and sustaining diversity.

      i. *To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.*

      ii. *Develop and maintain programs to enhance work/life conditions of faculty and staff, including overall campus climate.*

      iii. *Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.*

      iv. *Increase support for professorships and named/distinguished chairs.*

   b. Pursue excellence through focus on targeted programs in areas of importance to Nebraska where the university can be a regional, national and/or international leader (e.g. agriculture and natural resources, life sciences, information technology and architectural engineering).

      i. *Programs of Excellence funding shall be increased when practicable and results of allocations shall be periodically reviewed for impact.*

      ii. *Resource allocation shall take advantage of distinct campus roles and missions to achieve overall university goals.*

      iii. *Campuses are encouraged to collaborate to achieve overall university goals.*

   c. Provide opportunities for global engagement of faculty through international teaching, research and outreach exchanges, fellowships and collaborations.

      i. *Increase faculty participation in Fulbright and related programs.*

3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.

    a. Work to stem and reverse the out-migration of graduates and knowledge workers.

    b. Increase proportion of the most talented Nebraska high school students who attend the University of Nebraska.

        i. *Increase enrollment of Nebraska students ranked in top 25% of their high school class.*

        ii. *Increase support for merit-based scholarships.*

    c. To attract talent to the state, increase the number of nonresident students who enroll at the university.

        i. *Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.*

    d. To adequately prepare students for the global economy, significantly increase opportunities for international study and engagement.

        i. *Significantly increase the number of undergraduates studying abroad, with the goal of ultimately providing the opportunity for every undergraduate to study abroad.*

        ii. *Significantly increase the number of international undergraduates and graduates studying at the university.*

    e. Encourage and facilitate the commercialization of research and technology to benefit Nebraska.

    f. Develop and strengthen internship and service learning opportunities with business, education, government, military, and nonprofit organizations.

    g. Engage in partnerships with government and the private sector to develop regional economic strength.

    h. Pursue excellence in educational attainment aligned with the long-term interests of the state.

        i. *Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas.*

        ii. *Develop educational programs that prepare students for the flexibility required to respond to the uncertainty of future workforce demands.*

iii. *Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands.*

4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.

    a. Increase external support for research and scholarly activity.

        i. *Increase federal support for instruction, research and development, and public service.*

        ii. *Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.*

    b. Increase undergraduate and graduate student participation in research and its application.

    c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.

    d. Improve the quantity and quality of research space through public and private support.

    e. Focus resources on areas of strength in research where the university has the opportunity for regional, national and international leadership and in areas of strategic importance to the health and economic strength of Nebraska (e.g. agriculture and life sciences; natural resources, especially water; prevention and cure of diseases such as cancer; and early childhood education).

        i. *Invest resources through the Nebraska Research Initiative, Programs of Excellence and other sources to build capacity and excellence in research.*

5. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.

    a. Support economic growth, health and quality of life through policy initiatives consistent with university mission.

    b. Recognize and reward faculty innovation and effectiveness in outreach and engagement.

c. Support Nebraska's economic development.

   i. *Partner and collaborate with government and the private sector to attract, retain, and spur business development and economic opportunity.*

   ii. *Use university research and other resources to foster more effective relationships with the private sector.*

d. Support entrepreneurship education, training and outreach.

e. Collaborate with the public and private sectors to build successful regional, multistate, international linkages.

f. Use university resources to engage Nebraskans outside cities where our major campuses are located.

   i. *Effectively use the Nebraska Rural Initiative and other university-wide and campus programs to develop excellence in supporting community development while creating quality economic opportunities throughout rural Nebraska.*

   ii. *Effectively use regional research and extension operations and statewide extension for engagement with the university.*

6. The University of Nebraska will be cost effective and accountable to the citizens of the state.

   a. Support the development of a sustainable university environment.

      i. *Build a comprehensive long-range capital facilities planning process and provide a six-year capital construction plan, updated quarterly.*

      ii. *Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*

      iii. *Campuses shall pursue energy efficiency.*

      iv. *Campuses shall promote through policies and scheduling effective utilization of university facilities.*

   b. Maintain a safe environment for students, faculty, staff and visitors.

      i. *Develop and regularly monitor fire safely plans and procedures.*

      ii. *Collaborate with state and local government in disaster planning.*

      iii. *Develop and test campus plans for emergencies and disasters.*

c. Allocate resources in an efficient and effective manner.

    i. *Use best practices in procurement and construction and other business engagement.*

    ii. *Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative and business process efficiencies and effectiveness.*

    iii. *Develop and report on matrix of business health indicators, including university debt.*

d. Maximize and leverage non-state support.

    i. *Promote entrepreneurship and revenue-generating opportunities.*

    ii. *Collaborate with the University of Nebraska Foundation to secure private support for university priorities.*

e. Create and report performance and accountability measures.

f. Maximize potential of information technology to support the university's activities.

g. Provide accurate and transparent information to the public about college costs and student learning and success outcomes.

    i. *Participate in the Voluntary System of Accountability.*

    ii. *Participate in the National Survey of Student Engagement.*

    iii. *Monitor student achievements on licensing and professional examinations.*

    iv. *Participate and measure effectiveness of national pilot projects on learning assessment with the goal of adopting university measurements.*

h. Implement awareness and education programs to assist all students in management of personal financial matters.

TO:	The Board of Regents Academic Affairs
MEETING DATE:	December 2, 2010
SUBJECT:	University of Nebraska Strategic Framework Accountability Measures
RECOMMENDED ACTION:	For Information Only
PREVIOUS ACTION:	None
EXPLANATION:	Attached is the current version of the Strategic accountability measures.
SPONSOR:	James B. Milliken, President University of Nebraska
DATE:	November 5, 2010

University of Nebraska

INVESTING IN NEBRASKA'S FUTURE

Strategic Planning Framework

2010-2013

Accountability Measures

1. State Funding (1-a-*i*)

Secure state funding sufficient to support access to high quality programs.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2011-12	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2011	Business
FY 2012-13	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2012	Business
FY 2013-14	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2013	Business

2. Tuition (1-a-*ii*)

Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2011-12	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2011	Business
FY 2012-13	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2012	Business
FY 2013-14	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2013	Business

3. Need-based Financial Aid (1-a-*iii*)

Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2010-11	1) Report on the implementation, including results, of the plan to expand the Tuition Assistance Program. 2) Raise at least $6 million in private funds (endowment and/or spendable).	Sept. 2011	Academic
FY 2011-12	Raise at least $6 million in private funds (endowment and/or spendable).	Sept. 2012	Academic
FY 2012-13	Raise at least $6 million in private funds (endowment and/or spendable).	Sept. 2013	Academic

4. Enrollment (1-b-*i*)

Increase enrollment, consistent with quality imperatives, to serve Nebraska's goals for increased educational attainment.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2011	1) Increase undergraduate enrollment by 1.5% annually. 2) Maintain a retention rate of 80% or above for undergraduate students.	Oct. 2011	Academic
Fall 2012	1) Increase undergraduate enrollment by 1.5% annually. 2) Maintain a retention rate of 80% or above for undergraduate students.	Nov. 2012	Academic
Fall 2013	1) Increase undergraduate enrollment by 1.5% annually. 2) Maintain a retention rate of 80% or above for undergraduate students.	Nov. 2013	Academic

5. Graduation Rates (1-b-*iii*)

Increase each campus's undergraduate six-year graduation rate, with a goal of exceeding the average of its peer institutions.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2008-09 Academic Year	1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.	Jan. 2011	Academic
2009-10 Academic Year	1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.	Jan. 2012	Academic
2010-11 Academic Year	1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.	Jan. 2013	Academic

6. Faculty Merit Compensation (2-a-*i*)

To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2010-11	1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.	April 2011	Business
FY 2011-12	1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.	April 2012	Business
FY 2012-13	1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.	April 2013	Business

7. Faculty Diversity (2-a-*iii*)

Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2010	1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.	Sept. 2011	Academic
Fall 2011	1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.	Sept. 2012	Academic
Fall 2012	1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.	Sept. 2013	Academic

8. Nebraska Top 25% (3-b-*i*)

Increase enrollment of Nebraska students ranked in top 25% of their high school class.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2011	Increase enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0%.	Oct. 2011	Academic
Fall 2012	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class at 50.0% or greater.	Nov. 2012	Academic
Fall 2013	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class at 50.0% or greater.	Nov. 2013	Academic

9. Merit-based Scholarships (3-b-*ii*)

Increase support for merit-based scholarships.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2010-11	Raise at least $6 million in private funds (endowment and/or spendable).	Sept. 2011	Academic
FY 2011-12	Raise at least $6 million in private funds (endowment and/or spendable).	Sept. 2012	Academic
FY 2012-13	Raise at least $6 million in private funds (endowment and/or spendable).	Sept. 2013	Academic

10. Nonresident Student Enrollment (3-c-*i*)

Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2011	Increase the number of new nonresident undergraduate students by 1.5% percent annually.	Oct. 2011	Academic
Fall 2012	Increase the number of new nonresident undergraduate students by 1.5% percent annually.	Nov. 2012	Academic
Fall 2013	Increase the number of new nonresident undergraduate students by 1.5% percent annually.	Nov. 2013	Academic

11. Workforce Development (3-h-*i* and 3-h-*iii*)

Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas. (3-h-i) Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands. (3-h-iii)

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2010	Index and analyze faculty research that may contribute to new workforce opportunities.	March 2011	Outreach
Fall 2011	Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs.	March 2012	Outreach
Fall 2012	Address program alignment revisions to meet workforce needs based on Fall 2011 data.	March 2013	Outreach

12. Research (4-a-*i*)

Increase federal support for instruction, research and development, and public service.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2009-10	1) Increase UNL and UNMC federal research awards from all federal agencies at a rate 20% higher per year than weighted total national federal awards per year on three-year rolling average. 2) For UNO and UNK, achieve seven percent compounded growth annually, continuing progress toward the ten-year goal of doubling sponsored awards for instruction, research and public service from all sources over FY 2005-06 awards of approximately $11.2 million and $2.3 million, respectively.	March 2011	Academic
FY 2010-11	1) Increase UNL and UNMC federal research awards from all federal agencies at a rate 20% higher per year than weighted total national federal awards per year on three-year rolling average. 2) For UNO and UNK, achieve seven percent compounded growth annually, continuing progress toward the ten-year goal of doubling sponsored awards for instruction, research and public service from all sources over FY 2005-06 awards of approximately $11.2 million and $2.3 million, respectively.	March 2012	Academic
FY 2011-12	1) Increase UNL and UNMC federal research awards from all federal agencies at a rate 20% higher per year than weighted total national federal awards per year on three-year rolling average. 2) For UNO and UNK, achieve seven percent compounded growth annually, continuing progress toward the ten-year goal of doubling sponsored awards for instruction, research and public service from all sources over FY 2005-06 awards of approximately $11.2 million and $2.3 million, respectively.	March 2013	Academic

13. Entrepreneurship (5-d)

Support entrepreneurship education, training and outreach.

Proposed metrics, not yet adopted. Referred to the Outreach Committee on 4/16/10.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Spring 2011	1) Increase training hours invested by program participants by 5% of 83,940. 2) Increase number of clients assisted by 5% of 10,904. 3) Increase number of SBIR/STTR applications by 10% of 70. 4) Increase number of SBIR/STTR awards by 5% of 18. 5) Increase investment in NU assisted companies by 5% of $56,056,229. 6) Increase NU assisted business start-ups and transitions by 5% of 460.	April 2011	Outreach
Spring 2012	Evaluate and modify annual targets as appropriate.	April 2012	Outreach
Spring 2013	Evaluate and modify annual targets as appropriate.	April 2013	Outreach

14. LB 605 (6-a-*ii*)

Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2010	Renovation projects proceeding on budget and on time.	Dec. 2010	Business
Fall 2011	Renovation projects proceeding on budget and on time.	Nov. 2011	Business
Fall 2012	Renovation projects proceeding on budget and on time.	Nov. 2012	Business

15. Business Process Efficiencies (6-c-*ii*)

Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative and business process efficiencies and effectiveness.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2008 Calendar Year	Expenditures: Drive strategic investment through Programs of Excellence, reallocations	TBD	Business
2009 Calendar Year	Expenditures: Drive strategic investment through Programs of Excellence, reallocations	TBD	Business
2010 Calendar Year	1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa2 rating; exceed 1.15 coverage 4) Capital: Report on LB 605 Projects, Capital Queue 5) Expenditures: Drive strategic investment through Programs of Excellence, reallocations 6) Human Resources: Meet midpoint of peers in faculty and staff salaries 7) Information Technology: report on implementation of SIS and SAP	1) June 2010 2) Dec. 2010 3) Dec. 2010 4) 605, Dec. 2010; Queue, (March/June/ Sept./Dec. 2010) 5) TBD 6) April 2010 7) SIS, March/Sept. 2010; SAP, Sept. 2010	Business
2011 Calendar Year	1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa2 rating; exceed 1.15 coverage 4) Capital: Report on LB 605 Projects, Capital Queue 5) Expenditures: Drive strategic investment through Programs of Excellence, reallocations 6) Human Resources: Meet midpoint of peers in faculty and staff salaries 7) Information Technology: report on implementation of SIS and SAP	1) 2nd Quarter 2011 2) 4th Quarter 2011 3) 4th Quarter 2011 4) 605, 4th Quarter 2011; Queue, Quarterly 5) TBD 6) 2nd Quarter 2011 7) SIS, 1st and 3rd Quarter 2011; SAP, 3rd Quarter 2011	Business
2012 Calendar Year	1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa2 rating; exceed 1.15 coverage 4) Capital: Report on LB 605 Projects, Capital Queue 5) Expenditures: Drive strategic investment through Programs of Excellence, reallocations 6) Human Resources: Meet midpoint of peers in faculty and staff salaries 7) Information Technology: report on implementation of SIS and SAP	1) 2nd Quarter 2012 2) 4th Quarter 2012 3) 4th Quarter 2012 4) 605, 4th Quarter 2012; Queue, Quarterly 5) TBD 6) 2nd Quarter 2012 7) SIS, 1st and 3rd Quarter 2012; SAP, 3rd Quarter 2012	Business

16. Student Learning Assessment (6-g)

Provide accurate and transparent information to the public about college costs and student learning and success outcomes.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2010	1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.	April 2011	Academic
Fall 2011	1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.	April 2012	Academic
Fall 2012	1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.	April 2013	Academic

TO:	The Board of Regents Academic Affairs
MEETING DATE:	December 2, 2010
SUBJECT:	University of Nebraska Calendar of establishing and reporting accountability measures
RECOMMENDED ACTION:	For Information Only
PREVIOUS ACTION:	None
EXPLANATION:	Attached is a calendar of establishing and reporting accountability measures.
SPONSOR:	James B. Milliken, President University of Nebraska
DATE:	November 5, 2010

Strategic Framework Accountability Measure Reporting and Updating Calendar

Revised November 11, 2010

Board Meeting Date	Academic Affairs Committee	Business Affairs Committee	Outreach and Economic Development Ad Hoc Committee
December 2, 2010	None	LB 605 [6-a-ii] Administrative/Business Efficiencies [6-c-ii] *(Report on Endowments, Debt, LB 605, Capital Queue)*	None
January 28, 2011	Graduation Rates [1-b-iii]	None	None
February 18, 2011	UNO campus visit with discussion of campus strategic plan and performance indicators.		
March 11, 2011	Research [4-a-i]	Administrative/Business Efficiencies [6-c-ii] *(Report on SIS, Capital Queue)*	Workforce Development [3-h-iii]
April 29, 2011	Student Learning Assessment [6-g]	Faculty Merit Compensation [2-a-i] Administrative/Business Efficiencies [6-c-ii] *(Report on Human Resources)*	Entrepreneurship [5-d]
May 27, 2011	UNK campus visit with discussion of campus strategic plan and performance indicators.		
June 17, 2011	None	State Funding [1-a-i] Tuition [1-a-ii] Administrative/Business Efficiencies [6-c-ii] *(Report on Short-term Cash/Investments, Capital Queue)*	None
September 9, 2011	Need-based Financial Aid [1-a-iii] Faculty Diversity [2-a-iii] Merit-based Scholarships [3-b-ii]	Administrative/Business Efficiencies [6-c-ii] *(Report on SIS, SAP, Capital Queue)*	None
October 28, 2011	Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i]	None	None
December 9, 2011	None	LB 605 [6-a-ii] Administrative/Business Efficiencies [6-c-ii] *(Report on Endowments, Debt, LB 605, Capital Queue)*	None

TO:	The Board of Regents Academic Affairs
MEETING DATE:	December 2, 2010
SUBJECT:	University of Nebraska Strategic Dashboard Indicators
RECOMMENDED ACTION:	For Information Only
PREVIOUS ACTION:	None
EXPLANATION:	Attached is the current version of the Strategic Framework Indicators.
SPONSOR:	James B. Milliken, President University of Nebraska
DATE:	November 5, 2010

University of Nebraska Strategic Dashboard Indicators (December 2, 2010)

State Funding Change (Indicator 1.a.i)
FY2010-11

	Target	Performance
⇩	Funding + cost mgmt = <6% tuition increase	-1.3%*

Tuition Change (Indicator 1.a.ii)
FY2010-11

	Target	Performance
⇧	Funding + cost mgmt = <6% tuition increase	6.0%*

Enrollment Change (Indicator 1.b.i)
Fall 2010

	Target	Performance
⇧	1.5%	2.7%

Retention (Indicator 1.b.i)
Fall 2010

	Target	Performance
⇧	80% Retention Rate	

Need-Based Aid (Indicator 1.a.iii)
FY2009-10

	Target	Performance
⇧	Report on Collegebound Nebraska	Program implemented and expanded

Need-Based Aid (Indicator 1.a.iii)
FY2009-10

	Target	Performance
⇨	Increase private funds by $6 million	Increased $5.98 million

Women Faculty (Indicator 2.a.iii)
Fall 2009

	Target	Performance
⇧	Increase over 2008	2009=33.79% 2008=33.38%

Minority Faculty (Indicator 2.a.iii)
Fall 2009

	Target	Performance
⇧	Increase over 2008	2009=15.38% 2008=15.19%

Top 25% Enrollment (Indicator 3.b.i)
Fall 2010

	Target	Performance
⇨	Increase to 50%	47.9%

Nonresident Recruitment (Indicator 3.c.i)
Fall 2010

	Target	Performance
⇧	Increase 1.5% over 2009	+5.6%%

Merit-Based Aid (Indicator 3.b.ii)
FY2009-10

	Target	Performance
⇧	Increase private funds by $6 million	Increased $12.09 million

***State funding reflects change to original appropriation made during the special legislative session.**

Six-Year Graduation Rate (Indicator 1.b.iii)
AY2007-08

	Campus	Target	Performance
⇩	UNL	Maintain or show progress toward reaching the average six-year graduation rate of peers.	2008= -4.7% 2007= -4.1%
⇧	UNO		2008= +2.9% 2007= +0.1%
⇧	UNK		2008= +8.4% 2007= +6.6%
	UNMC	Not Applicable	Not Applicable

Faculty Salaries (Indicator 2.a.i)
FY2009-10

	Campus	Target	Performance
⇨	UNL	Significant progress toward exceeding midpoint of peers	2010= -4.6% 2009= -6.5%
⇨	UNO		2010= -1.0% 2009= -4.8%
⇨	UNK		2010= -3.2% 2009= -3.7%
⇨	UNMC		2010= -7.4% 2009= -8.7%

LEGEND: ⇧ **Target Met or Exceeded** | ⇨ **Progress Toward Target** | ⇩ **Target Not Met**

University of Nebraska Strategic Dashboard Indicators (December 2, 2010)

Federal Research Funding Growth (Indicator 4.a.i) UNL and UNMC FY2008-09			Research/Scholarly Activity Growth (Indicator 4.a.i) UNO and UNK FY2008-09		
Campus	Target	Performance	Campus	Target	Performance
UNL	3.46%	5.88%	UNO	Double in 10 years/7% annual compounded growth	11.30%
UNMC	1.76%	19.67%	UNK		-54.49%

	Indicator	Target	Performance
	Four-Year Graduation Guarantee (1.b.iii) AY2007-08	All prospective and current undergraduate students are informed about the University's four-year graduation guarantee.	All campuses have posted information about the four-year graduation guarantee on their websites and also have a link to four-year graduation guarantee information on the UNCA website.
	Faculty Salaries (2.a.i) Fall 2009	Award all salary increases, to the extent possible, on the basis of merit.	Faculty salaries at UNL and UNMC may be based/granted entirely on merit, while faculty salaries at UNO and UNK are negotiated through the collective bargaining process and therefore the amount and method of distribution at UNO and UNK must be determined by agreement.
	Workforce Demand (2.c.iii) Fall, 2009	Compile, analyze and present data on future workforce demand and comparative economic advantages in Nebraska.	Data on workforce demand have been evaluated. The University of Nebraska continues to develop a variety of new programs that will help to address the workforce needs of the state.
	Entrepreneurship (3.d) Spring 2009	1) Increase training hours by 5%. 2) Increase number of clients by 5%. 3) Increase SBIR/STTR applications by 10%. 4) Increase SBIR/STTR awards by 5%. 5) Increase investment in NU-assisted companies by 5%. 6) Increase NU-assisted startups and transitions by 5%.	1) Training hours grew by 6%. 2) Clients increased by 2%. 3) SBIR/STTR applications increased 27%. 4) SBIR/STTR awards increased 64%. 5) Investment in NU-assisted companies increased 57%. 6) NU-assisted start-ups and transitions increased 19%.
	Student Learning Assessment (6.f.i) Fall 2010	1. Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.	UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is above average for all campuses. Campuses are taking a variety of approaches to participation in pilot programs designed to measure learning outcomes, including exploring processes for assessing general studies requirements and participation in the administration of the College Assessment of Academic Proficiency (CAAP).

LEGEND: **Target Met or Exceeded** | **Progress Toward Target** | **Target Not Met**

University of Nebraska Strategic Dashboard Indicators (December 2, 2010)

	Indicator	Target	Performance
	Administrative Best Practices (6.a.ii)		
⬆	**September 2010**	Information Technology: report on implementation of SIS and SAP	Completed CedarCrestone implementation contract successfully August 31, 2010.
⬆	**June 2010**	Short-Term Cash/Investments: Exceed average of similar fund types	The performance of the State's Operating Investment Pool (4.5%) slightly underperformed when compared to the benchmark value of 4.7%.
⇩	**December 2009**	Endowments: Exceed average of similar fund types	Fund N endowment returns suffered a loss of 21.5% for the year ending June 30, 2009. Similar funds experienced a decrease in returns of 17.5% and therefore the metric was not met.
⬆	**December 2009**	Debt: Maintain Aa2 rating; exceed 1.15 coverage	Maintained Aa2 rating, and exceeded 1.15 coverage.
⇧	**December 2009**	Capital: Report on LB 605 Projects, Capital Queue	Projects are within budget and proceeding as quickly as possible given space and review constraints.
⇩	**June 2010**	Human Resources: Meet midpoint of peers in faculty and staff salaries	Faculty salaries at all campuses are below the midpoint of peers for 2008.

LEGEND: ⬆ **Target Met or Exceeded** | ⇧ **Progress Toward Target** | ⇩ **Target Not Met**

TO:	The Board of Regents Academic Affairs
MEETING DATE:	December 2, 2010
SUBJECT:	Board of Regents agenda items related to the University of Nebraska Strategic Framework
RECOMMENDED ACTION:	For Information Only
PREVIOUS ACTION:	The current version of the framework appears as an information item at each Board of Regents meeting. April 2005–The Board of Regents began development of the University of Nebraska "Strategic Framework–Accountability Measures" document.
EXPLANATION:	Attached is an explanation of the agenda items that are aligned with the strategic goals of the Board of Regents' Strategic Framework.
SPONSOR:	James B. Milliken, President University of Nebraska
DATE:	November 5, 2010

Alignment of the University's Strategic Goals with Board of Regents Agenda Items
December 2, 2010

1. **The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.**
   - Academic Affairs committee presentation about Online Worldwide
   - Academic Affairs committee presentation about the P-16 Goals

2. **The University of Nebraska will build and sustain undergraduate, graduate and professional programs of high quality with an emphasis on excellent teaching.**
   - Quarterly personnel reports

3. **The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.**

4. **The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.**

5. **The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.**
   - Business Affairs committee update on JPA and the Lincoln arena
   - Authorize the President to execute, approve and administratively process the Nebraska Innovation Campus Covenants, Conditions and Restrictions
   - Authorize the UNL Chancellor to finalize, administer and executive the Lease and Operating Agreement for the West Haymarket Arena with the City of Lincoln
   - Approve the Amended and Restated Joint Public Agency Agreement for the West Haymarket Arena

6. **The University of Nebraska will be cost effective and accountable to the citizens of the state.**
   - Business Affairs committee presentation on energy efficiency
   - Approve acceptance of audited financial statements of the university and related entities
   - Approve an amendment to the Audit Committee Charter
   - Various capital construction items, including:
     - Selection of Clark Enersen Partners to provide design services for UNL East Stadium Improvements
     - Change in plan and program statement and budget for the renovation of Poynter Hall at UNMC
     - Allocation increases for LB 605 projects
   - Various regular reports, including:
     - Six-year capital plan and capital construction
     - Gifts, grants, contracts and bequests
     - Bids and contracts

D. REPORTS

1. Quarterly Personnel Report Addendum IX-D-1

2. Leaves of Absences approved during the period July 1, 2009-June 30, 2010 Addendum IX-D-2

3. Six-year Capital Plan and Capital Construction Addendum IX-D-3

4. Gifts, Grants, Contracts & Bequests Addendum IX-D-4

5. Revisions to rules and regulations for faculty and student self-government organizations Addendum IX-D-5

6. Bids & Contracts Addendum IX-D-6

7. Increase original allocation to LB 605 projects Addendum IX-D-7

8. Naming the University of Nebraska Medical Center College of Dentistry North Clinic the “Dr. John W. Reinhardt North Clinic” Addendum IX-D-8

TO:	The Board of Regents	Addendum IX-D-1
	Academic Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Personnel Reports	
RECOMMENDED ACTION:	Report	
PREVIOUS ACTION:	On December 10, 1994, the Board of Regents amended Section 3.2 of the *Bylaws of the Board of Regents* to delegate to the President, or administrative officers designated by the President, authority to make appointments in the Academic-Administrative staff to faculty positions and to administrative positions below the rank of Dean and equivalent ranks. Executive Memorandum No. 13 subsequently delegated authority to the Chancellors to make Academic-Administrative appointments below the level of Dean. Such appointments at the rank of assistant professor or above are required by the *Bylaws of the Board of Regents* to be reported to the Board after each quarter and maintained on file as a public record in the Office of the Corporation Secretary.	
EXPLANATION:	A series of reports of campus personnel actions approved by each Chancellor during the 3rd quarter of 2010 is attached.	
PROJECT COST:	None	
SOURCE OF FUNDS:	None	
APPROVED:	Linda Ray Pratt Executive Vice President and Provost	
DATE:	November 5, 2010	

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA AT KEARNEY

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Beard, Michael	Music and Performing Arts and Teacher Education	Assistant Professor	Specific Term	8/16/2010		44,500	AY	1.00
Bierman, Duane	Music and Performing Arts	Assistant Professor	Specific Term	8/16/2010		46,000	AY	1.00
Dority, Bree	Economics	Assistant Professor	Special	8/16/2010		50,000	AY	1.00
Eschenbrenner, Brenda	Accounting and Finance	Assistant Professor	Specific Term	8/16/2010		102,000	AY	1.00
Hill-Menson, Toni	Family Studies and Interior Design	Assistant Professor	Special	8/16/2010		45,000	AY	1.00
Jackson, Christina	Communication	Assistant Professor	Specific Term	8/16/2010		45,500	AY	1.00
Knoell, Christopher	Teacher Education	Assistant Professor	Specific Term	8/16/2010		50,000	AY	1.00
Messersmith, Amber	Communication	Assistant Professor	Specific Term	8/16/2010		51,500	AY	1.00
Messersmith, Jake	Management	Assistant Professor	Specific Term	8/16/2010		89,000	AY	1.00
Palmer, Noel	Management	Assistant Professor	Specific Term	8/16/2010		78,500	AY	1.00
Reece, Timothy	Physics and Physical Science	Assistant Professor	Special	8/16/2010		40,000	AY	1.00
Schulz, Steven	Marketing and Management Information Systems	Assistant Professor	Specific Term	8/16/2010		85,000	AY	1.00
Waterfield, Doug	Art and Art History	Chairperson	Special	8/16/2010		23,600	AY	0.40
		Chairperson (Stipend)	Special	8/16/2010		4,206	AY	0.00
		Associate Professor	Continuous	8/16/2010		35,400	AY	0.60
Westfall, Tawnya	Family Studies and Interior Design	Assistant Professor	Special	8/16/2010		55,000	AY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA-LINCOLN

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Bennur, Shubhapriya	Textiles, Clothing & Design	Assistant Professor	Specific Term	8/16/2010		60,000	AY	1.00
Bickel, Ryan D.	School of Biological Sciences	Research Assistant Professor	Special	9/1/2010	8/31/2012	35,004	FY	1.00
Blankley, Kristen	Law	Assistant Professor	Specific Term	8/16/2010		100,000	AY	1.00
Burberry, Caroline	Earth & Atmospheric Sciences	Assistant Professor	Specific Term	8/16/2010		60,000	AY	1.00
Burkstrand-Reid, Beth	Law	Assistant Professor	Specific Term	8/16/2010		100,000	AY	1.00
Capuano, Peter J.	English	Assistant Professor	Specific Term	8/16/2010		60,000	AY	1.00
Chakrabarty, Subrata	Management	Assistant Professor	Specific Term	8/16/2010		111,700	AY	1.00
Chen, Shouyuan	Physics and Astronomy	Research Assistant Professor	Special	9/1/2010	8/14/2011	65,000	FY	1.00
Deards, Kiyomi	Libraries	Assistant Professor	Specific Term	8/1/2010		52,000	FY	1.00
Delserone, Leslie	Libraries	Assistant Professor	Specific Term	8/1/2010		54,500	FY	1.00
Der Matossian, Bedross	History	Assistant Professor	Specific Term	8/16/2010		57,000	AY	1.00
Detweiler, Carrick	Computer Science & Engineering	Assistant Professor	Specific Term	8/16/2010		86,000	AY	1.00
Dodds, Eric	Chemistry	Assistant Professor	Specific Term	8/16/2010		70,000	AY	1.00
Duchon, Dennis	Management	Professor	Continuous	8/16/2010		150,000	AY	1.00
		College Professorship-Faul	Special	8/16/2010	5/16/2015	5,000	AY	0.00
Friend, Scott	Marketing	Assistant Professor	Specific Term	8/16/2010		120,000	AY	1.00
Green, Jennifer	Center for Science Math	Research Assistant Professor	Special	8/16/2010	5/11/2012	37,200	AY	0.60
	Statistics	Research Assistant Professor	Special	8/16/2010	5/11/2012	24,800	AY	0.40

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA-LINCOLN

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Guo, Jiantao	Chemistry	Assistant Professor	Specific Term	8/16/2010		70,000	AY	1.00
Hillebrecht, Courtney	Political Science	Assistant Professor	Specific Term	8/16/2010		60,000	AY	1.00
Kang, Alice	Political Science	Assistant Professor	Specific Term	8/16/2010		36,000	AY	0.60
	Ethnic Studies	Assistant Professor	Specific Term	8/16/2010		24,000	AY	0.40
Kazyak, Emily	Sociology	Assistant Professor	Specific Term	8/16/2010		34,800	AY	0.60
	Women's & Gender Studies	Assistant Professor	Specific Term	8/16/2010		23,200	AY	0.40
Kelly, Brian	Architecture	Assistant Professor	Specific Term	8/16/2010		57,500	AY	1.00
Kidambi, Srivatsan	Chemical and Biomolecular	Assistant Professor	Specific Term	8/16/2010		90,000	AY	1.00
Kohnke, Candace	Nutrition & Health Sciences	Assistant Professor of Practice	Special	8/16/2010	5/10/2013	57,000	AY	1.00
Lee, Damon T	School of Music	Assistant Professor	Specific Term	8/16/2010		59,000	AY	1.00
Li, Qingsheng	School of Biological Sciences	Associate Professor	Specific Term	8/16/2010		85,000	AY	1.00
Lougovski, Pavel	Physics & Astronomy	Research Assistant Professor	Special	7/20/2010	5/31/2011	38,000	FY	0.83
Patterson, Carrie Lee	Johnny Carson School of Theatre & Film	Assistant Professor of Practice	Special	8/16/2010	5/17/2013	44,000	AY	1.00
Searls, Mindi	Earth & Atmospheric Sciences	Research Assistant Professor	Special	8/16/2010	5/13/2011	40,000	FY	0.67
	Center for Science Math	Research Assistant Professor	Special	8/16/2010	5/13/2011	20,000	FY	0.33
Shoemaker, Laurel	Johnny Carson School of Theatre & Film	Assistant Professor	Specific Term	8/16/2010		53,000	AY	1.00
Smith, Stacey D.	School of Biological Sciences	Assistant Professor	Specific Term	8/16/2010		72,000	AY	1.00
Sparkman, Nathan	Psychology	Research Assistant Professor	Special	8/1/2010	7/31/2011	40,000	FY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA-LINCOLN

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Takahashi, Shinya	Nutrition & Health Sciences	Assistant Professor of Practice	Special	8/16/2010	5/10/2013	55,000	AY	1.00
Thomas, Sarah E	Architecture	Assistant Professor	Specific Term	8/16/2010		55,000	AY	1.00
Tilgner, Peggy J.	Teaching, Learning & Teacher Education	Assistant Professor of Practice	Special	8/16/2010	5/10/2013	55,000	AY	1.00
Toundykov, Daniel	Mathematics	Assistant Professor	Specific Term	8/16/2010		68,000	AY	1.00
Veliz-Cuba, Alan A	Mathematics	Research Assistant Professor	Special	8/16/2010	5/11/2013	47,000	AY	1.00
Vigneault, Marissa	Art & Art History	Assistant Professor of Practice	Special	8/16/2010	5/11/2012	45,000	AY	1.00
Warburton, Marc R.	Office of Research & Economic Development	Associate Director	Special	7/30/2010		96,000	FY	0.80
Zeng, Jing	Earth & Atmospheric Sciences	Rsearch Assistant Professor	Special	8/16/2010	5/10/2013	50,000	FY	1.00
Zhou, Yunshen	Electrical Engineering	Research Assistant Professor	Special	7/1/2010	6/30/2012	78,000	FY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA LINCOLN-IANR

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Bailey, Gary	Coll Ag Sci & Natural Resources	Associate Professor of Practice	Special	8/16/2010	5/17/2013	65,000	AY	1.00
Boxler, David	West Central Research & Extension	Assistant Extension Educator	Special	7/1/2010		50,000	FY	1.00
Hall, Ashley	Entomology	Assistant Professor	Special	8/16/2010		70,000	AY	1.00
Hallen-Adams, Heather	Food Science & Technology	Assistant Professor	Specific Term	8/16/2010		75,000	AY	1.00
Hammond, Vaughn	Southeast Research & Extension	Assistant Extension Educator	Special	7/1/2010		49,500	FY	1.00
Lorenz, Aaron	Agronomy & Horticulture	Assistant Professor	Specific Term	7/1/2010		75,000	AY	1.00
Miller, Nicholas	Entomology	Assistant Professor	Specific Term	8/16/2010		70,000	AY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA-NCTA

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Applegarth, Trentee	NCTA	Assistant Professor	Special	8/16/2010		35,000	AY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA ADMINISTRATION

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Dempsey, Alison	Vice President & General Counsel	Associate General Counsel	Special	8/23/2010		96,000	FY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Aguirre, Trina M.	CON - West Nebraska Division	Assistant Professor	Special	9/1/2010	5/13/2011	51,750	AY	1.00
Alsalleeh, Fahd	COD - Surgical Specialties	Assistant Professor	Health Prof	7/22/2010	6/30/2012	110,000	FY	1.00
		Program Director (Stipend)	Special	8/1/2010		10,000	FY	0.00
Arikkath, Jyothi	Munroe-Meyer Institute	Assistant Professor	Health Prof	8/2/2010	6/30/2013	80,000	FY	1.00
	MMI Developmental Neuroscience	Researcher	Special	8/2/2010			FY	0.00
Freeman-Ngau, Shawna L.	Anesthesiology	Assistant Professor	Special	7/21/2010		85,000	FY	1.00
Gorby, Gary L.	Internal Medicine	Associate Professor	Special	7/6/2010		15,000	FY	0.15
Guda, Chittibabu	Genetics, Cell Biology & Anatomy	Associate Professor	Continuous	8/1/2010		141,653	FY	1.00
	Cntr Genomics & Bioinformatics	Director (Stipend)	Special	8/1/2010		50,000	FY	0.00
Gurumurthy, Channabasavaiah B.	Genetics, Cell Biology & Anatomy	Assistant Professor	Special	7/2/2010		80,000	FY	1.00
Johnson, Michelle F.	Internal Medicine	Assistant Professor	Special	9/1/2010		90,000	FY	1.00
Kruse, Travis D.	Radiology	Assistant Professor	Special	7/14/2010		40,000	FY	1.00
Loomis, Dana P.	COPH - Epidemiology	Professor	Continuous	9/1/2010		200,000	FY	1.00
		Chairperson (Stipend)	Special	9/1/2010		10,000	FY	0.00
Luo, Jiangtao	COPH - Biostatistics	Assistant Professor	Health Prof	9/1/2010	6/30/2012	97,500	FY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Marr, Alissa S.	Internal Medicine	Assistant Professor	Health Prof	8/16/2010	6/30/2012	90,000	FY	1.00
O'Kane, Barbara J.	SAHP - Radiation Science Technology	Assistant Professor	Special	8/1/2010		7,667	FY	0.10
Sayyed, Samar	Internal Medicine	Assistant Professor	Health Prof	7/8/2010	6/30/2012	90,000	FY	1.00
Shaffer, Christopher L.	COP - Pharmacy Practice	Clinical Assistant Professor	Special	7/12/2010		98,000	FY	1.00
Sorrell, James H.	Psychiatry	Associate Professor	Special	7/1/2010		28,856	FY	0.33
Sweetser, Lauren P.	Internal Medicine	Assistant Professor	Health Prof	8/1/2010	6/30/2012	90,000	FY	1.00
Vargo, Christopher J.	Radiology	Assistant Professor	Special	8/9/2010		100,000	FY	1.00
Williams, Eric M.	Internal Medicine	Assistant Professor	Special	7/1/2010		90,000	FY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA AT OMAHA

NEW APPOINTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY	FTE
Conces, Rory	Philosophy/Religion	Associate Professor	Special	7/1/2010	6/30/2011	60,834 FY	1.00
Landow, Paul	Political Science	Assistant Professor	Special	8/16/2010	5/13/2011	58,134 AY	1.00
White, Jeremy	Biology	Assistant Professor	Special	8/16/2010	5/13/2011	42,492 AY	1.00

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA AT KEARNEY

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Asay, Sylvia	Family Studies and Interior Design	Professor	Continuous	08/16/10		41,910	AY	0.60
		Associate Professor	Continuous		08/15/10	69,850	AY	1.00
		Chair (Includes stipend)	Special	08/16/10		32,146	AY	0.40
		N/A	N/A		08/15/10		AY	0.00
Crocker, Ronald	Music and Performing Arts	Professor	Continuous	08/16/10		44,851	AY	0.50
		Professor	Continuous		08/15/10	44,851	AY	0.50
		Associate Dean (Includes stipend)	Special	08/16/10		49,056	AY	0.50
		Associate Dean (Includes stipend)	Special		08/15/10	49,056	AY	0.50
		Interim Director of Theatre (Includes stipend)	Special	08/16/10		2,112	AY	0.00
		Interim Director of Theatre (Includes stipend)	Special		08/15/10	2,112	AY	0.00
		N/A	N/A	08/16/10		0	AY	0.00
		Interim Chair (Includes stipend)	Special		08/15/10	4,206	AY	0.00
Elder, Bruce	Accounting and Finance	Professor	Continuous	08/16/10		86,165	AY	1.00
		Professor	Continuous		08/15/10	51,699	AY	0.60
	Economics	N/A	N/A	08/16/10		0	AY	0.00
		Interim Chair (Includes stipend)	Special		08/15/10	38,672	AY	0.40
[1] Li, Qiuping	Marketing and MIS	Assistant Professor	Specific	08/01/10		85,000	AY	1.00
		Assistant Professor	Specific		07/31/10	83,500	AY	1.00

[1] Increase consistent with UNK collective bargaining agreement and receipt of PhD

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA AT KEARNEY

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Longo, Peter	Political Science	Professor	Continuous	08/16/10		81,982	AY	1.00
		Professor	Continuous		08/15/10	49,189	AY	0.60
	Criminal Justice	N/A	N/A	08/16/10		0	AY	0.00
		Co-Chair (Includes stipend)	Special		08/15/10	36,999	AY	0.40
Louishomme, Claude	Political Science	Associate Professor	Continuous	08/16/10		45,350	AY	0.75
		Associate Professor	Continuous		08/15/10	60,467	AY	1.00
		Director, Ethnic Studies (Includes stipend)	Special	08/16/10		18,622	AY	0.25
		N/A	N/A		08/15/10	0	AY	0.00
Miller, Richard	Psychology	Professor	Continuous	08/16/10		91,033	AY	1.00
		Professor	Continuous		08/15/10	54,620	AY	0.60
		N/A	N/A	08/16/10		0	AY	0.00
		Chair (Includes stipend)	Special		08/15/10	40,619	AY	0.40
Rycek, Robert	Psychology	Professor	Continuous	08/16/10		48,113	AY	0.60
		N/A	N/A		08/15/10	0	AY	0.00
		Chair (Includes stipend)	Special	08/16/10		36,281	AY	0.40
		N/A	N/A		08/15/10	0	AY	0.00
		N/A	N/A	08/16/10		0	FY	0.00
		Interim Dean	Special		08/15/10	105,775	FY	1.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA AT KEARNEY

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Strawhecker, Jane	Teacher Education	Associate Professor	Continuous	08/16/10		36,055	AY	0.60
		Associate Professor	Continuous		08/15/10	60,091	AY	1.00
		Assistant Chair (Includes stipend)	Special	08/16/10		28,242	AY	0.40
		N/A	N/A		08/15/10	0	AY	0.00
Tenkorang, Frank	Economics	Assistant Professor	Specific	08/16/10		32,938	AY	0.60
		Assistant Professor	Specific		08/15/10	54,896	AY	1.00
		Chair (Includes stipend)	Special	08/16/10		26,164	AY	0.40
		N/A	N/A		08/15/10	0	AY	0.00
Tracy, Glenn	Teacher Education	Associate Professor	Continuous	08/16/10		60,875	AY	1.00
		Associate Professor	Continuous		08/15/10	36,525	AY	0.60
		N/A	N/A	08/16/10		0	AY	0.00
		Assistant Chair (Includes stipend)	Special		08/15/10	28,556	AY	0.40
Wiersma, Beth	Criminal Justice	Associate Professor	Continuous	08/16/10		36,518	AY	0.60
		Associate Professor	Continuous		08/15/10	60,864	AY	1.00
		Interim Co-Chair (Includes stipend)	Special	08/16/10		28,552	AY	0.40
		N/A	N/A		08/15/10	0	AY	0.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Anderson, John E.	CBA Dean's Office	Associate Dean (Includes stipend)	Special	08/16/2010		202,020	FY	1.00
		Associate Dean (Includes stipend)	Special			192,020	FY	1.00
	Economics	College Professorship-Baird Family	Special			10,000	FY	0.00
		College Professorship-Baird Family	Special			10,000	FY	0.00
Bargen, Gary	Athletic	Associate Athletic Director	Special	07/01/2010		103,331	FY	1.00
		Assistant Athletic Director	Special			103,331	FY	1.00
Behrendt, Stephen C.	English	Professor	Continuous	8/16/2010		97,584	AY	1.00
		Professor	Continuous			97,584	AY	1.00
		Univ. Professorship-George Holmes	Special			15,000	AY	0.00
		Univ. Professorship-George Holmes	Special			15,000	AY	0.00
		Senior Editor/Prairie Schooner	Special			10,000	AY	0.00
		Senior Editor/Prairie Schooner	Special			0	AY	0.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Belasco, Susan	English	Professor	Continuous	8/16/2010		42,000	AY	0.40
		Professor	Continuous			99,623	AY	1.00
		Chairperson (Includes stipend)	Special			68,000	AY	0.60
		Chairperson	Special			0	AY	0.00
Benning, Don	Educational Administration	Associate Professor of Practice	Special	9/1/2010		60,917	FY	.050
		Associate Professor of Practice	Special			0	FY	0.00
		Coordinator	Special			0	FY	0.00
		Coordinator	Special			60,917	FY	0.50
Berens, Charlyne	College of Journalism	Associate Dean (Includes stipend)	Special	8/16/2010		95,567	AY	1.00
		Associate Dean (Includes stipend)	Special			0	AY	0.00
		Interim Dean	Special			0	AY	0.00
		Interim Dean	Special			20,000	AY	0.00
	News-Editorial	Professor	Continuous			0	AY	0.00
		Professor	Continuous			85,567	AY	1.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Buhler, Stephen M.	English	Professor	Continuous	8/16/2010		75,890	AY	1.00
		Professor	Continuous			75,890	AY	1.00
		Douglas Professorship	Special			5,000	AY	0.00
		Douglas Professorship	Special			0	AY	0.00
		Academy of Dist. Teacher Stipend	Special			0	AY	0.00
		Academy of Dist. Teacher Stipend	Special			2,500	AY	0.00
Burnett, Stephen	Classics & Religious	Chairperson (Includes stipend)	Special	8/16/2010		41,117	AY	0.60
		Chairperson	Special			0	AY	0.00
		Associate Professor	Continuous			0	AY	0.00
		Associate Professor	Continuous			37,617	AY	0.60
		Associate Professor	Continuous			25,078	AY	0.40
	History	Associate Professor	Continuous			25,078	AY	0.40
Cerveny, Alan	Admissions	Dean (Includes stipend)	Special	07/01/2010		87,461	FY	0.50
		Dean	Special			151,011	FY	1.00
	Enrollment Management	Associate Vice Chancellor (Includes stipend)	Special	07/01/2010		87,461	FY	0.50
		Associate Vice Chancellor	Special			0	FY	0.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Crawford, Sidnie	Classics	Professor	Continuous	8/16/2010		99,536	AY	1.00
		Professor	Continuous			39,812	AY	0.40
		Professorship-Cather	Special			5,000	AY	0.00
		Professorship-Cather	Special			5,000	AY	0.00
		Chairperson	Special			0	AY	0.00
		Chairperson (Includes stipend)	Special			63,224	AY	0.60
Dance, Lory	Ethnic Studies	Associate Professor	Continuous	8/16/2010		33,147	AY	0.40
		Associate Professor	Continuous			33,147	AY	0.40
	Sociology	Associate Professor	Continuous			49,721	AY	0.60
		Associate Professor	Continuous			49,721	AY	0.60
	African American Studies	Coordinator Stipend	Special			0	AY	0.00
		Coordinator Stipend	Special			2,400	AY	0.00
Denicola, Robert	Law	Professor	Continuous	8/16/2010		211,650	AY	1.00
		Professor	Continuous			211,650	AY	1.00
		College Professorship-Margaret Lar	Special			15,000	AY	0.00
		College Professorship-Margaret Lar	Special			15,000	AY	0.00
		Associate Dean Stipend	Special			0	AY	0.00
		Associate Dean Stipend	Special			10,000	AY	0.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Farrell, Kathleen	College of Business	Associate Dean (Includes stipend)	Special	8/16/2010		186,996	AY	1.00
		Associate Dean	Special			0	AY	0.00
	Finance	Professor	Continuous			0	AY	0.00
		Professor	Continuous			169,996	AY	1.00
	Finance	College Professorship-State Farm	Special			5,000	AY	0.00
		College Professorship-State Farm	Special			5,000	AY	0.00
Gannon, Thomas	English	Associate Professor	Continuous	09/01/2010		38,440	AY	0.60
		Associate Professor	Continuous			38,440	AY	0.60
	Ethnic Studies	Associate Professor	Continuous			25,625	AY	0.40
		Associate Professor	Continuous			25,625	AY	0.40
	Native American Studies	Coordinator	Continuous			0	AY	0.00
		Coordinator Stipend	Continuous			2,400	AY	0.00
Garbin, Calvin P.	Psychology	Professor	Continuous	8/16/2010		80,220	AY	1.00
		Professor	Continuous			82,720	AY	1.00
		Weaver Professorship	Special			5,000	AY	0.00
		Weaver Professorship	Special			0	AY	0.00
		Academy of Dist. Teachers Stipend	Special			0	AY	0.00
		Academy of Dist. Teachers Stipend	Special			2,500	AY	0.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Garza, James A.	History	Associate Professor	Continuous	09/01/2010		39,892	AY	0.60
		Associate Professor	Continuous			39,892	AY	0.60
	Ethnic Studies	Associate Professor	Continuous			26,593	AY	0.40
		Associate Professor	Continuous			26,593	AY	0.40
	Latin American	Coordinator Stipend	Special			0	AY	0.00
		Coordinator Stipend	Special			2,400	AY	0.00
Giesecke, Joan	University Libraries	Dean	Special	07/01/2010		171,032	FY	1.00
		Dean	Special			171,032	FY	1.00
	Extended Education	Dean Stipend	Special			3,600	FY	0.00
		Dean Stipend	Special			3,600	FY	0.00
		Interim Associate Vice Chancellor Stipend	Special			0	FY	0.00
		Interim Associate Vice Chancellor Stipend	Special			17,103	FY	0.00
Hampton, Ronald	Marketing	Associate Professor	Continuous	8/16/2010		111,792	AY	1.00
		Associate Professor	Continuous			44,718	AY	0.40
		Chairperson	Special			0	AY	0.00
		Chairperson (Includes stipend)	Special			77,154	AY	0.60

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Hunter, Amber	Office of Admissions	Associate Dean (Includes stipend)	Special	07/01/2010		75,034	FY	1.00
		Associate Dean	Special			0	FY	0.00
		Associate Director	Special			0	FY	0.00
		Associate Director (Includes stipend)	Special			68,034	FY	1.00
Jacobson, Evelyn M.	Academic Affairs	Academic Admin Director	Special	09/01/2010		149,701	FY	1.00
		Academic Admin Director	Special			0	FY	0.00
		Associate Vice Chancellor	Special			0	FY	0.00
		Associate Vice Chancellor	Special			149,701	FY	1.00
Kamil, Alan C.	School of Biological Sciences	Professor	Continuous	09/01/2010		119,136	AY	0.80
		Professor	Continuous			29,784	AY	0.20
		University Professorship-Holmes	Special			15,000	AY	0.00
		University Professorship-Holmes	Special			15,000	AY	0.00
	Psychology	Professor	Continuous			29,781	AY	0.20
		Professor	Continuous			29,781	AY	0.20
	Biological Sciences	Director/Chair	Special			0	AY	0.00
		Director/Chair (Includes stipend)	Special			94,352	AY	0.60

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Morris, Thomas	Biosciences	Professor	Continuous	8/16/2010		159,776	AY	1.00
		Professor	Continuous			159,776	AY	1.00
		Director Stipend	Special			2,500	AY	0.00
		Director Stipend	Special			0	AY	0.00
Norby, Monica	Research	Assistant Vice Chancellor	Special	09/01/2010		149,844	FY	1.00
		Assistant Vice Chancellor	Special			136,222	FY	1.00
Paul, Prem S.	Research	Vice Chancellor	Special	09/01/2010		267,500	FY	1.00
		Vice Chancellor	Special			248,045	FY	1.00
Perez, Lance	Electrical Engineering	Associate Professor	Continuous	8/16/2010		31,871	AY	0.25
		Associate Professor	Continuous			127,483	AY	1.00
	Academic Affairs	Associate Vice Chancellor (Includes stipend)	Special			107,612	AY	.075
		Associate Vice Chancellor	Special			0	AY	0.00
	College of Engineering	Associate Dean Stipend	Special			0	AY	0.00
		Associate Dean Stipend	Special			11,500	AY	0.00
Rosenbaum, David	J S Raikes School of Computer Science & Management	Associate Director (Includes stipend)	Special	8/16/2010		128,398	AY	1.00
		Associate Director (Includes stipend)	Special			106,128	AY	0.70
	College of Business Administration	Associate Dean	Special			0	AY	0.00
		Associate Dean (Includes stipend)	Special			39,770	AY	0.30

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Shavers, Anna	Law	Professor	Continuous	8/16/2010		135,024	AY	0.90
		Professor	Continuous			0	AY	0.00
		Associate Dean	Special			10,000	AY	0.10
		Associate Dean	Special			0	AY	0.00
		College Professorship-Wright	Special			5,000	AY	0.00
		College Professorship-Wright	Special			5,000	AY	0.00
		Interim Dean	Special			0	AY	0.00
		Interim Dean (Includes stipend)	Special			145,024	AY	1.00
Shipley, Linda	Advertising	Professor	Continuous	8/16/2010		106,383	AY	1.00
		Professor	Continuous			52,005	FY	0.40
	Journalism	Associate Dean	Continuous			0	AY	0.00
		Associate Dean (Includes stipend)	Continuous			83,221	FY	0.60
	Advertising	College Professorship-Kearns	Special			10,000	AY	0.00
		College Professorship-Kearns	Special			10,000	FY	0.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Shoemaker, Paul	Accountancy	Director (Includes stipend)	Special	8/16/2010		96,950	AY	0.60
		Director (Includes stipend)	Special			90,100	AY	0.60
		Professor	Continuous			55,399	AY	0.40
		Professor	Continuous			55,399	AY	0.40
		College Professorship-Ne Society	Special			0	AY	0.00
		College Professorship-Ne Society	Special			4,000	AY	0.00
		College Professorship-BKD,LLP	Special			20,000	AY	0.00
		College Professorship-BKD,LLP	Special			0	AY	0.00
Sohi, Ravipreet	Marketing	Professor	Continuous	8/16/2010		39,273	AY	0.30
		Professor	Continuous			130,909	AY	1.00
		Chairperson (Includes stipend)	Special			104,727	AY	0.70
		Chairperson	Special			0	AY	0.00
		Director-Agribusiness	Special			3,000	AY	0.00
		Director-Agribusiness	Special			0	AY	0.00
Stephan, William	Lied Center for Performing Arts	Executive Director	Special	07/01/2010		91,350	FY	1.00
		Interim Executive Director	Special			91,350	FY	1.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Thomas, William	History	Chairperson (Includes stipend)	Special	8/16/2010		69,760	AY	0.60
		Chairperson	Special			0	AY	0
		Professor	Continuous			44,173	AY	0.40
		Professor	Continuous			110,433	AY	1.00
		College of Professorship-Angle	Special			10,000	AY	0.00
		College of Professorship-Angle	Special			10,000	AY	0.00
Turner, Harriet	Modern Languages and Literatures	Professor	Continuous	8/16/2010		131,231	AY	1.00
		Professor	Continuous			32,038	AY	0.25
		College Professorship	Special			0	AY	0.00
		College Professorship	Special			10,000	AY	0.00
	International Affairs	Director	Special			0	AY	0.00
		Director (Includes stipend)	Special			108,193	AY	0.75
Varner, Jerald	Electrical Engineering	Associate Professor	Continuous	9/01/2010		46,037	AY	0.50
		Associate Professor	Continuous			92,072	AY	1.00

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - LINCOLN

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Wedeman, Andrew	Political Science	Associate Professor	Continuous	8/16/2010		70,930	AY	1.00
		Associate Professor	Continuous			70,930	AY	1.00
	Asian Studies	Director/Chair	Special			0	AY	0.00
		Director/Chair Stipend	Special			1,200	AY	0.00
Winkle, Kenneth	History	Professor	Continuous	8/16/2010		100,750	AY	1.00
		Professor	Continuous			40,300	AY	0.40
		College Professorship-Soren	Special			10,000	AY	0.00
		College Professorship-Soren	Special			10,000	AY	0.00
		Chairperson	Special			0	AY	0.00
		Chairperson (Includes stipend)	Special			63,950	AY	0.60

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PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA- LINCOLN IANR

ADJUSTMENT

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Awada, Tala	School Natural Resources	Associate Professor	Continuous	08/16/10		34,829	AY	0.50
		Associate Professor	Continuous		08/15/10	69,657	AY	1.00
		Associate Director (Includes stipend)	Special	08/16/10	08/31/13	38,322	AY	0.50
		N/A	N/A		08/15/10	0	AY	0.00
Barletta-Chacon, Ofelia	Vet & Biomedical Sciences	Research Assistant Professor	Special	07/01/10		73,176	FY	1.00
		Research Assistant Professor	Special		06/30/10	36,588	FY	0.50
[2] Cassman, Kenneth	Agronomy Horticulture	Professor	Continuous	07/01/10		77,903	FY	0.50
		Professor	Continuous		06/30/10	77,351	FY	0.50
	Center Energy Sciences Research	Director (Includes stipend)	Special	07/01/10		97,137	FY	0.50
		Director (Includes stipend)	Special		06/30/10	96,585	FY	0.50
Conley Dennis	Ag Economics	Professor	Continuous	08/01/10		110,069	FY	1.00
		N/A	N/A		07/31/10	0	FY	0.00
		N/A	N/A	08/01/10		0	FY	0.00
		Interim Department Head (Includes stipend)	Special		07/31/10	85,917	FY	0.70
	Center Applied Rural Innovation	N/A	N/A	08/01/10		0	FY	0.00
		Interim Director (Includes stipend)	Special		07/31/10	36,822	FY	0.30
[3] Ellis, Marion	Entomology	Professor	Continuous	08/16/10		82,098	AY	1.00
		Professor	Continuous		08/15/10	100,342	FY	1.00

[2] Approved salary increase
[3] Change from Fiscal to Academic year

Shaded reflects new or
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA- LINCOLN IANR

ADJUSTMENT

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
[4] Franco Cruz, Rodrigo	Vet & Biomedical Sciences	Assistant Professor	Specific Term	09/01/10		70,000	AY	1.00
		Assistant Professor	Specific Term		08/31/10	85,556	FY	1.00
Harvey, F. Edwin	School Natural Resources	Professor	Continuous	8/14/2010		107,756	FY	1.00
		Professor	Continuous		8/13/2010	53,867	FY	0.50
		N/A	N/A	8/14/2010		0	FY	0.00
		Associate Director (Includes stipend)	Special		8/13/2010	58,849	FY	0.50
Kachman, Stephen	Statistics	Interim Department Head (Includes stipend)	Special	7/1/2010		62,448	FY	0.50
		N/A	N/A		6/30/2010	0	FY	0.00
		Professor	Continuous	7/1/2010		52,040	FY	0.50
		Professor	Continuous		6/30/2010	104,080	FY	1.00
Kuzila, Mark	School Natural Resources	Professor	Continuous	8/23/2010		64,110	FY	0.50
		Professor	Continuous		8/22/2010	128,219	FY	1.00
	Water Center	Interim Director (Includes stipend)	Special	8/23/2010	12/31/2010	70,521	FY	0.50
		N/A	N/A		8/22/2010	0	FY	0.00
Ratnayake, Wajira	Food Processing Center	Research Assistant Professor	Special	9/1/2010		70,000	FY	1.00
	Food Science & Technology	Senior Research Associate	Special		8/31/2010	50,000	FY	1.00
Schinstock, Jack	Biological Systems Engineering	Professor	Continuous	9/1/2010		49,140	FY	0.41
		Professor	Continuous		8/31/2010	107,869	FY	0.90
	Coll Ag Sciences & Natural Resources	Associate Dean (Includes stipend)	Special	9/1/2010		13,184	FY	0.10
		Associate Dean (Includes stipend)	Special		8/31/2010	13,184	FY	0.10

[4] Change from Fiscal to Academic year

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA- LINCOLN IANR

ADJUSTMENT

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Stroup, Walter	Statistics	Professor	Continuous	7/1/2010		138,995	FY	1.00
		Professor	Continuous		6/30/2010	63,175	FY	0.50
		N/A	N/A	7/1/2010		0	FY	0.00
		Department Head (Includes stipend)	Special		6/30/2010	75,819	FY	0.50

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA - NCTA

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	DATE	END DATE	SALARY	FTE
[5] Anderson, Drew	NCTA	Assistant Professor	Special	9/1/2010		38,000 AY	1.00
		Assistant Professor	Special		8/31/2010	35,000 AY	1.00

[5] Additional responsibilities

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
[6] Bennett, Robert G.	Internal Medicine	Associate Professor	Health Prof	7/1/2010		15,026	FY	0.20
		Associate Professor	Health Prof		6/30/2010	30,051	FY	0.40
Cavalieri, Ercole	Eppley Institute	Professor	Continuous	9/16/2010		153,112	FY	1.00
		Professor	Continuous		9/15/2010	137,516	FY	0.90
	COPH - Environ, Agri, & Occ Health	N/A	N/A	9/16/2010		N/A	FY	0.00
		Professor	Special		9/15/2010	15,565	FY	0.10
		N/A	N/A	9/16/2010		N/A	FY	0.00
		Director-Ctr Env Hlth & Toxicology	Special		9/15/2010	0	FY	0.00
Chaperon, Claudia M.	CON - Omaha Division	Assistant Professor	Health Prof	9/1/2010	8/31/2012	54,812	AY	1.00
		Assistant Professor	Health Prof		8/31/2010	73,083	FY	1.00
Crossman, Joy	Anesthesiology	Assistant Professor	Special	7/1/2010		87,047	FY	0.80
		Assistant Professor	Special		6/30/2010	108,809	FY	1.00
Duhachek-Stapelman, Amy	Anesthesiology	Assistant Professor	Special	7/1/2010		79,377	FY	0.88
		Assistant Professor	Special		6/30/2010	90,716	FY	1.00
[6] Dumitru, Ioana	Internal Medicine	Associate Professor	Health Prof	8/15/2010	6/30/2012	98,161	FY	1.00
		Associate Professor	Health Prof		8/14/2010	73,621	FY	0.75
Etherton, Gale M.	Internal Medicine	Assistant Professor	Special	7/4/2010		15,380	FY	0.15
		Assistant Professor	Special		7/3/2010	24,588	FY	0.24

[6] Remaining salary defrayed by Veterans Adm Hospital

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Gound, Tom G.	COD - Surgical Specialties	Associate Professor	Special	8/1/2010		39,100	FY	0.40
		Associate Professor	Special		7/31/2010	97,751	FY	1.00
[7] Gumbiner, Carl H.	Pediatrics	Professor	Health Prof	9/1/2010	6/30/2012	40,000	FY	1.00
		Professor	Health Prof		8/31/2010	115,580	FY	1.00
Helvey Jason T.	Radiology	Assistant Professor	Special	9/20/2010		116,600	FY	1.00
		Assistant Professor	Special		9/19/2010	104,940	FY	0.90
Holyoke, Sharon B.	CON - Omaha Division	Assistant Professor	Special	8/16/2010	5/13/2011	17,295	AY	0.30
		Assistant Professor	Health Prof		8/15/2010	57,650	AY	1.00
Leeper, Stephen H.	COD - Adult Restorative Dentistry	Clinical Professor	Special	8/23/2010		4,160	FY	0.20
		Clinical Professor	Special		8/22/2010	2,080	FY	0.10
Leopold, Donald A.	Otolaryngology, Head & Neck Surgery	Professor	Continuous	9/1/2010		199,396	FY	1.00
		Professor	Continuous		8/31/2010	79,759	FY	0.40
		N/A	N/A	9/1/2010		N/A	FY	0.00
		Chairperson (Includes stipend)	Special		8/31/2010	129,637	FY	0.60
Lin, Ming-Fong	Biochemistry & Molecular Biology	Professor	Continuous	7/1/2010		122,414	FY	1.00
		Professor	Continuous			122,414	FY	1.00
		Vice Chair for Research	Special	7/2/2010		0	FY	0.00
		N/A	N/A			N/A	FY	0.00

[7] Remaining salary offset by the Nebraska Pediatric Practice

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Lydiatt, Daniel D.	Otolaryngology, Head & Neck Surgery	Professor	Special	9/1/2010		66,759	FY	0.50
		Professor	Special			66,759	FY	0.50
		Interim Chairperson-Stipend	Special	9/1/2010		10,000	FY	0.00
		N/A	N/A			N/A	FY	0.00
[8] Lyons, William	Internal Medicine	Associate Professor	Health Prof	9/28/2010	6/30/2011	101,579	FY	1.00
		Associate Professor	Health Prof		9/27/2010	34,537	FY	0.34
MacDonald, Richard	Biochemistry & Molecular Biology	Professor	Continuous	7/1/2010		115,944	FY	1.00
		Professor	Continuous			115,944	FY	1.00
		Vice Chair for Academics	Special	7/1/2010		0	FY	0.00
		N/A/	N/A/			N/A	FY	0.00
Macnamara, Ruth N.	CON - Northern Division	Associate Professor	Special	7/1/2010		54,000	FY	0.60
		Associate Professor	Special		6/30/2010	45,000	FY	0.50
		Assistant Dean-Stipend	Special	7/1/2010		3,000	FY	0.00
		Assistant Dean-Stipend	Special		6/30/2010	2,500	FY	0.00

[8] Remaining salary defrayed by Veterans Adm Hospital

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
[9] Needelman, Howard W.	MMI - Developmental Disabilities	Physician	Special	8/18/2010		152,828	FY	1.00
		Physician	Special		8/17/2010	152,828	FY	0.80
	COM - Pediatrics	Associate Professor	Special	8/18/2010		0	FY	0.00
		Associate Professor	Special			0	FY	0.00
	Munroe Meyer Institute	Associate Professor	Special	8/18/2010		0	FY	0.00
		Assistant Professor	Special			0	FY	0.00
Schwab, Robert	Internal Medicine	Assistant Professor	Special	9/1/2010		16,850	FY	0.18
		Assistant Professor	Special			47,064	FY	0.50
Seidl, Lucinda J.	CON - Lincoln Division	Assistant Professor	Special	8/16/2010	5/13/2011	44,882	AY	0.75
		Assistant Professor	Health Prof		8/15/2010	59,842	AY	1.00
Sorrell, James H.	Psychiatry	Associate Professor	Special	8/1/2010		37,600	FY	0.43
		Associate Professor	Special		7/31/2010	28,856	FY	0.33
Spitznagel, Rachel A.	Anesthesiology	Assistant Professor	Special	8/21/2010		40,000	FY	1.00
		Assistant Professor	Special		8/20/2010	28,000	FY	0.70
Steinke, Laurey A.	Biochemistry & Molecular Biology	Assistant Professor	Health Prof	7/1/2010	6/30/2012	75,168	FY	1.00
		Assistant Professor	Special		6/30/2010	75,168	FY	1.00
Thompson, Elizabeth I.	Pediatrics	Professor	Special	7/1/2010		109,874	FY	0.75
		Professor	Health Prof		6/30/2010	146,498	FY	1.00

[9] Dr. Needelman chose to end his 0.2 FTE relationship with the Neonatal Care PC and elected to increasae his employment agreement with Nebraska Pediatric Practice at UNMC to 1.0 FTE from 0.8 FTE at the same salary as before

Shaded reflects new or ongoing appointment
Un-shaded reflects old

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Watanabe-Galloway, Shinobu	COPH-Epidemiology	Associate Professor	Health Prof	9/1/2010	6/30/2012	109,085	FY	1.00
		Associate Professor	Health Prof		8/31/2010	99,129	FY	1.00
		N/A	N/A	9/1/2010		0	FY	0.00
		Acting Chairperson-Stipend	Special		8/31/2010	5,000	FY	0.00
	COPH-Office of the Dean	Director of Doc Program-Stipend	Special	9/1/2010		5,000	FY	0.00
		Director of Doc Program-Stipend	Special			5,000	FY	0.00
Wetzel, Martin W.	Psychiatry	Assistant Professor	Special	7/1/2010		57,527	FY	1.00
		Assistant Professor	Health Prof		6/30/2010	57,527	FY	1.00
Willett, Sandra L.	Munroe Meyer Institute	Assistant Professor	Special	9/1/2010		63,673	FY	0.80
		Assistant Professor	Special		8/31/2010	47,755	FY	0.60
Williams, Eric M.	Internal Medicine	Assistant Professor	Special	7/6/2010		56,250	FY	0.63
		Assistant Professor	Special		7/5/2010	90,000	FY	1.00

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA AT OMAHA

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Adkins, Randall	Political Science	Chairperson (Includes stipend)	Special	8/16/2010		42,382	AY	0.60
		N/A	N/A			N/A		0.00
		Professor	Continuous	8/16/2010		25,855	AY	0.40
		Professor	Continuous			64,637	AY	1.00
		Wardle Diamond Professorship	Special	8/16/2010		3,000	AY	0.00
		Wardle Diamond Professorship	Special			3,000	AY	0.00
Bacon, W. Meredith	Political Science	N/A	N/A	8/16/2010		0		0.00
		Chairperson (Includes Stipend)	Special			51,125	AY	0.60
		Professor	Continuous	8/16/2010		81,608	AY	1.00
		Professor	Continuous			34,083	AY	0.40
DeSanti, Brady	Philosophy/Religion	Assistant Professor	Specific	8/16/2010		50,000	AY	1.00
		Instructor	Special		5/14/2010	37,235	AY	0.75
Grandgenett, Nealy	Teacher Education	Haddox Community Chair (Stipend)	Special	9/1/2010	8/31/2013	20,000	FY	0.00
		N/A	N/A			N/A		0.00
		Professor	Continuous	8/16/2010		79,955	AY	1.00
		Professor	Continuous			79,955	AY	1.00

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
07/01/2010 - 09/30/2010
UNIVERSITY OF NEBRASKA AT OMAHA

ADJUSTMENTS

NAME	DEPARTMENT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Hilt, Michael	College of Communication, Fine Arts and Media	Associate Dean (Includes stipend)	Special	8/23/2010		98,700	FY	1.00
		Assistant Dean (Includes stipend)	Special		8/22/2010	98,700	FY	1.00
Snyder, Scott D.	Research & Creative Activity	Associate Vice Chancellor (Includes stipend)	Special	09/15/10		125,000	FY	1.00
		N/A	N/A			0	AY	0.00
	Biology	Professor	Continuous	09/15/10		0	FY	1.00
		Professor	Continuous			67,721	AY	0.00

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

TO:	The Board of Regents Academic Affairs
MEETING DATE:	December 2, 2010
SUBJECT:	Leaves of Absence for the reporting period July 1, 2009 through June 30, 2010
RECOMMENDED ACTION:	Report
PREVIOUS ACTION:	None
EXPLANATION:	The attached report is a summary of the academic leaves of absences that have been approved by President Milliken in accordance with Section 3.4.3.1 of the *Bylaws of the Board of Regents of the University of Nebraska* as amended June 15, 2006. The President may approve leaves of absence, not to exceed one year, to members of the permanent professional staff holding full-time appointments that fall within the guidelines set forth in the *Bylaws*.
SPONSOR:	Linda Ray Pratt Executive Vice President and Provost
APPROVED:	James B. Milliken, President University of Nebraska
DATE:	November 5, 2010

Members of the public and news media may obtain a copy of the item with the Leaves of Absences report in the Office of the University Corporation Secretary, 3835 Holdrege Street, Lincoln, Nebraska 68583, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except university holidays.

TO:	The Board of Regents	Addendum IX-D-3
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Quarterly Status Report of Six-Year Capital Plan and Capital Construction Report	
RECOMMENDED ACTION:	Report	
EXPLANATION:	An update of the Six-Year Capital Plan will be provided on a quarterly basis. Attached is an update as of September 30, 2010. In addition, a report of current capital construction projects is included for review.	
SPONSOR:	Rebecca H. Koller Assistant Vice President for Business & Finance Director of Facilities Planning & Management	
APPROVED:	David E. Lechner Vice President for Business and Finance	
DATE:	November 5, 2010	

2010 Six-Year Capital Plan - Unprioritized (Alphabetized by Campus)

Campus	Project Title	Estimate		State Funding	Other Funding	State O&M	1% Assessment
UN	Fire & Life Safety/Code Compliance	TBD	(1)	TBD	$ -	$ -	$ -
	State Funded Projects						
UNK	Otto Olsen II	$ 31,320,000		$ 31,320,000	$ -	TBD	$ 313,200
UNL	Animal Research Facility	$ 15,000,000		$ 15,000,000	$ -	TBD	$ 150,000
UNL	Life Science Teaching Labs	$ 20,000,000		$ -	$ 20,000,000	TBD	$ 200,000
UNMC	College of Nursing - Lincoln Division	$ 17,500,000		$ 17,500,000	$ -	$ -	$ 175,000
UNO	Strauss Performing Arts Addition/Renovation	$ 14,600,000		$ 14,600,000	$ -	TBD	$ 146,000
		$ 98,420,000		$ 78,420,000	$ 20,000,000	$ -	$ 984,200
	Non-State Funded Projects						
UNL	Chemistry Labs (Hamilton Hall Renovations)	$ 15,000,000		$ -	$ 15,000,000	TBD	$ 150,000
UNL	Devaney Improvements	$ 25,000,000	(2)	-	TBD	-	-
UNL	East Campus Family Housing Replacement	$ 20,000,000		$ -	$ 20,000,000	$ -	$ -
UNL	Neihardt Renovations	$ 14,750,000		$ -	$ 14,750,000	$ -	$ -
UNL	Utilities Infrastructure Improvements (City and East Campuses)	$ 64,450,000			$ 64,450,000	TBD	$ 644,500
UNMC	College of Dentistry Addition	$ 15,200,000		$ -	$ 15,200,000	TBD	$ 152,000
UNMC	Comprehensive Cancer Research Center & Parking Structure	$ 135,000,000		$ -	$ 135,000,000	TBD	$ 1,350,000
UNMC	West Utility Plant	$ 16,200,000		$ -	$ 16,200,000	TBD	$ 162,000
UNO	Community Engagement Center	$ 23,593,162	(2)	$ -	$ 23,593,162	TBD	$ 235,932
UNO	PKI Expansion & Renovation	$ 40,000,000		$ -	$ 40,000,000	$ -	$ 400,000
UNO	University Life Complex	$ 35,000,000		$ -	$ 35,000,000	TBD	$ 350,000
		$ 404,193,162		$ -	$ 379,193,162	$ -	$ 3,444,432
	Mixed Funded Projects						
UNK	Fine Arts Renovation/Addition	$ 17,620,500		$ 17,237,000	$ 383,500	TBD	$ 176,205
		$ 17,620,500		$ 17,237,000	$ 383,500	$ -	$ 176,205
	Total	**$ 520,233,662**		**$ 95,657,000**	**$ 399,576,662**	**$ -**	**$ 4,604,837**

Notes:

(1) Number may change dramatically to represent 40% of 309 Task Force funding over the next 6 years
(2) Moved from On-Deck List
(3) Program Statement approved by the BOR
(4) New Project

2010 On-Deck Projects

Campus	Project Title	Estimate		State Funding	Other Funding	State O&M	1% Assessment
	State Funded Projects						
UNK	Calvin T. Ryan Library Renovation/Addition	$ 14,580,000		$ 14,580,000	$ -	$ 442,000	$ 145,800
UNK	Cushing Coliseum Renovation & Additions	$ 2,495,000		$ 2,495,000	$ -	$ 25,000	$ 24,950
UNK	Frank House	$ 3,405,000		$ 3,405,000	$ -	$ 69,000	$ 34,050
UNK	General Services Building Renovation (Ed Center)	$ 6,480,000		$ 6,480,000	$ -	$ 120,000	$ 64,800
UNK	Memorial Student Affairs Building	$ 6,265,000		$ 6,265,000	$ -	$1,543,000	$ 62,650
UNK	Thomas Hall Renovation	$ 3,402,000		$ 3,402,000	$ -	$ 69,000	$ 34,020
UNK	West Center East Wing	$ 6,805,000		$ 6,805,000	$ -	$ 100,000	$ 68,050
UNL	Campus-wide Classroom Improvements	$ 5,000,000		$ 5,000,000	$ -	TBD	TBD
UNL	Greater Nebraska Projects	$ 45,000,000		$ 45,000,000	$ -	TBD	$ 450,000
UNL	Manter Hall	TBD		TBD	$ -	TBD	TBD
UNL	Undergraduate Academic Classroom Facility	$ 40,500,000		$ 40,500,000	$ -	TBD	$ 405,000
UNL	Vet Basic Sciences Building Structural Repairs	TBD		TBD	$ -	TBD	TBD
UNL	Vet Diagnostic Building	TBD		TBD	$ -	TBD	TBD
UNL	Westbrook Music Building Renovation and Expansion	$ 25,000,000		$ 25,000,000	$ -	TBD	$ 250,000
		$ 158,932,000		$ 158,932,000	$ -	$2,368,000	$ 1,539,320
	Non-State Funded Projects						
UNK	Centennial Towers East and West Renovations	$ 8,600,000		$ -	$ 8,600,000	$ -	$ -
UNL	10th & Y Building Demolition	TBD		$ -	TBD	TBD	TBD
UNL	18th/19th & R Residence Hall	$ 74,000,000		$ -	TBD	TBD	TBD
UNL	17th St. Dining Hall	$ 20,000,000		$ -	TBD	TBD	TBD
UNL	Cather & Pound Hall & Cather & Pound Dining	TBD		$ -	TBD	TBD	TBD
UNL	City Campus Recreation Center Renovation, Outdoor Recreation E	$ 9,000,000		$ -	$ 9,000,000	$ -	TBD
UNL	Durham School of Construction	TBD		$ -	TBD	TBD	TBD
UNL	East Campus Recreation Center	$ 18,000,000		$ -	$ 18,000,000	$ -	TBD
UNL	East Stadium Research	$ 15,000,000	(4)	$ -	$ -	$ -	$ -
UNL	Interdisciplinary Science Research Facility (Textron Property)	TBD		$ -	TBD	TBD	TBD
UNL	Life Sciences Innovation Center at NIC	TBD		$ -	TBD	TBD	TBD
UNL	Morrill Hall Renovation	TBD		$ -	TBD	TBD	TBD
UNL	Neuro-science Research Facility	$ 8,000,000	(4)	TBD	TBD	TBD	TBD
UNL	Selleck Renovations	$ 15,900,000		$ -	$ 15,900,000	TBD	TBD
UNL	Sheldon Haymarket	TBD		$ -	TBD	TBD	TBD
UNL	Student Health Renovation	TBD		$ -	TBD	TBD	TBD
UNMC	Biomedical Technology Center	$ 24,840,000		$ -	$ 24,840,000	$ 1,294,000	$ 248,400
UNMC	Medical Office Building & Parking Structure	$ 63,400,000		$ -	$ 63,400,000	$ -	TBD
UNMC	Research Center of Excellence III	$ 119,000,000		$ -	$ 119,000,000	TBD	$ 1,190,000
UNO	Allwine Prairie Environmental Education Field Station	$ 3,500,000		$ -	$ 3,500,000	TBD	$ 35,000
UNO	Campus Development at Center	TBD		$ -	TBD	TBD	TBD
UNO	Community Outreach/Childcare Facility	TBD		$ -	TBD	TBD	TBD
UNO	Fieldhouse Expansion/Renovation II	$ 3,000,000		$ -	$ 3,000,000	TBD	$ 30,000
UNO	Parking Structure(s) (Dodge)	TBD		$ -	TBD	TBD	TBD
UNO	Proscenium Theater	TBD		$ -	TBD	TBD	TBD
		$ 382,240,000		$ -	$ 265,240,000	$1,294,000	$ 1,503,400

2010 On-Deck Projects

Campus	Project Title		Estimate		State Funding	Other Funding	State O&M	1% Assessment
	TBD or Mixed Funded Projects							
UN	Technology Development Center (NCITE)		$ 17,000,000		TBD	TBD	TBD	$ 170,000
UNK	Wellness Center		$ 6,180,000		$ 1,500,000	$ 4,680,000		$ 61,800
UNMC	Cardiovascular Research Center and Imaging Center		$ 5,000,000		TBD	TBD	TBD	TBD
UNMC	College of Nursing Modernization		$ 8,820,000		TBD	TBD	TBD	$ 88,200
UNMC	College of Pharmacy Modernization		$ 9,720,000		TBD	TBD	TBD	$ 97,200
UNMC	Renovation and Expansion of Swanson Hall		$ 15,120,000		TBD	TBD	TBD	$ 151,200
UNMC	Saddle Creek Road Relocation		TBD		TBD	TBD	TBD	TBD
UNMC	College of Pharmacy New Building / Laboratories		$ 35,000,000		TBD	TBD	TBD	$ 350,000
UNMC	Truhlsen Eye Institute - Ambulatory Surgery Addition		$ 10,000,000		TBD	TBD	TBD	$ 100,000
UNMC	Wittson Hall Modernization		$ 9,470,000		TBD	TBD	TBD	$ 94,700
UNMC	Student Life Center Addition		$ 10,000,000		TBD	TBD	TBD	$ 100,000
UNMC	Outpatient Cancer Treatment Center		$ 75,000,000		$ -	$ 75,000,000	$ -	$ 750,000
UNMC	Parking Structure		$ 8,000,000		$ -	$ 8,000,000	$ -	$ 80,000
UNO	HPER Biomechanics Core Facility		TBD	(4)	TBD	TBD	TBD	TBD
UNO	Academic Building		TBD		TBD	TBD	TBD	TBD
UNO	Durham Science Center Renovation		TBD		TBD	TBD	TBD	TBD
UNO	General Services Building		TBD		TBD	TBD	TBD	TBD
UNO	Kayser Hall Renovation		TBD		TBD	TBD	TBD	TBD
UNO	Weber Fine Arts Building Addition		TBD		TBD	TBD	TBD	TBD
			$ 209,310,000		$ 1,500,000	$ 87,680,000	$ -	$ 2,043,100
	Total On Deck Projects		**$ 750,482,000**		**$ 160,432,000**	**$ 352,920,000**	**$ 3,662,000**	**$ 5,085,820**

NCTA - 2010 Six-Year Capital Plan - Unprioritized

	State Funded Projects						
		$ -	$ -	$ -	$ -	$ -	
	Total NCTA	$ -	$ -	$ -	$ -	$ -	

NCTA - 2010 On Deck List

	State Funded Projects					
NCTA	Master Plan - Campus Renovation	$ 3,025,000	$ 3,025,000	$ -	TBD	$ 30,250
NCTA	Student Union	$ 8,640,000	$ 8,640,000	$ -	TBD	$ 86,400
	Total NCTA On-Deck Projects	$ 11,665,000	$ 11,665,000			$ 116,650

Recap of Projects in Progress by Phase

	Project	Total Project Cost	Method of Contract	Architect	Contractor	Approve Program	Approve A/E	Substantial Completion	Current Phase
	State Funded Projects	$0							
	Note: State funding included in Mixed, 309 and LB 605 projects								
	Non-State Funded Projects								
UNMC	Michael F. Sorrell Center - Academic Greenway and Monument Bas	Included with Sorrell Cente	Low Bid	HDR	Multi-Phase TBD	Jan-08	4 year	Oct-10	Planning
UNMC	Michael F. Sorrell Center - Wittson Hall Education Space Renovatio	Included with Sorrell Cente	Low Bid	TBD	TBD	Dec-03	4 year	Dec-10	Planning
UNMC	HVAC, Energy Mgmt. System & Assoc. Equip. Imp. Univ. Hosp. Units 1 - and Durham Outpatient Center	$4,750,000	Low Bid	TBD	TBD	Mar-10	NA	Jun-11	Planning
UNL	Behlen Collaboratory Renovatior	$2,049,000	Low Bid	TBD	TBD	Apr-10	TBD	Aug-12	Planning
UNL	Hamilton Hall Sixth Floor Renovatio	$6,820,000	Low Bid	TBD	TBD	Mar-10	TBD	Sep-12	Planning
UNMC	Michael F. Sorrell Center - Campus Identification Monumer	Included with Sorrell Cente	Artist Selection	James Carpenter Design Assoc.	James Carpenter Design Assoc.	Jan-08	Jan-08	Oct-10	Design
UNL	Hendricks Training Complex (Devaney Sports Center Addition	$18,700,000	Low Bid	The Clark Enersen Partners	Hausmann Construction	Sep-09	Sep-09	Sep-11	Design
UNL	Ken Morrison Life Sciences Research Ctr. Addn.	$8,000,000	Low Bid	Farris Engineering	TBD	Sep-09	Jun-10	Aug-11	Design
UNMC	Stanley M. Truhlsen Eye Institute	$20,000,000	Low Bid	Alley Poyner Macchietto Architecture	TBD	Oct-09	Mar-10	Dec-12	Design
UNMC	Harold M. & Beverly Maurer Center for Public Health (College of Public Hea	$15,000,000	Low Bid	Alley Poyner Macchietto & BNIM	Darland Construction	Mar-08	Mar-08	Jan-11	Construction
UNK	Men's + Randall Renovations	$4,960,000	Low Bid	Wilkins Hinrichs Stober	Hall Irwir	Sep-08	4 year	Jul-11	Construction
UNO	Roskens Hall Renovation	$13,663,000	CM/GMP	Holland Bashar	The Weitz Company	Jun-09	Oct-09	Aug-11	Construction
UNL	NanoScience Facility	$14,847,000	Low Bid	Perkins & Will	Sampson Construction Co., Inc	Sep-07	Mar-08	Oct-11	Construction
UNL	Jackie Gaughan Multicultural Cente	$8,700,000	Low Bid	Dana Larson Roubal & Assoc.	Hausmann Construction	Nov-06	Mar-07	Jan-10	Waranty
UNL	19th & Vine Parking Structure	$13,900,000	Design Build	Sampson Constructiion Company		Jan-09	NA	Aug-10	Waranty
UNL	Abel Sandoz Complex Renovatio	$40,736,000	Design Build	Ryan & Associates		Jun-07	D/B	Aug-10	Waranty
UNL	Abel Sandoz Complex Window Replacemer	$2,241,300	Design Build	Ryan & Associates		Nov-06	D/B	Aug-10	Waranty
UNO	Health Physical Education & Recreation Facilit	$38,590,000	CM/GMP	RDG	Hawkins Construction	Jun-07	Jan-08	Aug-10	Warranty
UNO	Mammel Hall (College of Business Administration	$34,000,000	CM/GMP	Holland Bashar	Kiewit Building Grou	Mar-08	Mar-08	Aug-10	Warranty
UNL	Nebraska Athletic Student Life Comple	$8,700,000	Low Bid	Bahr Vermeer & Haecker	Sampson Construction Co., Inc	Nov-08	Mar-09	Sep-10	Warranty
UNL	Entomology Hall HVAC Replacemen	$2,000,000	Low Bid	The Clark Enersen Partners	Sandstone Construction	Jun-08	4 year	Nov-09	Warranty
UNL	College of Law Aud. Renov. & Clssrm Addn. Phase I &	$3,888,000	Low Bid	The Clark Enersen Partners	Kingery Const/Hampton Interprises	Apr-07	4year	Dec-09	Warranty
UNMC	Michael F. Sorrell Center - Ice Rink	Included with Sorrell Cente	BOR Apprvd CO	HDR	Kiewit Building Grou	Jan-08	Jan-08	Dec-09	Warranty
UNL	Whittier Research Center	$23,750,000	Low Bid	Sinclair Hille Architects	Sampson Construction Co., Inc	Jun-07	Sep-07	Mar-10	Warranty
UNL	Abel Sandoz Dining Center Renovations	$10,400,000	Low Bid	Elness Swenson Graham Arch	Sampson Construction Co., Inc	Jun-08	Sep-08	May-10	Warranty
UNL	The Robert E. Knoll Residential Ctr.(17th & R Residence Hall	$40,500,000	Design Build	Sampson Construction Company		Apr-08	D/B	Jun-10	Warranty
UNMC	College of Nursing Addition - Omah	$14,000,000	Low Bid	RDG	Meyers Carlisle Leapley	Mar-08	Mar-08	Jun-10	Warranty
UNMC	Home Instead Center for Successful Aging (Geriatric Center)	$10,196,000	Low Bid	HDR	Hawkins Construction	Nov-07	Jan-08	Sep-10	Warranty
UNL	Animal Research Facility Renovatior	$5,000,000	Low Bid	The Clark Enersen Partners	TBD	Jan-08	4 year	TBD	Project on Hold
		$365,390,300							
	Mixed Funded Projects								
NCTA	Education Center	$10,345,000	Low Bid	The Clark Enersen Partners	Sampson Construction Co., Inc	Mar-08	Sep-09	Oct-11	Construction
		$10,345,000							
	LB 309 & Campus Match Projects								
UNL	Entomology Hall - Renovation of Basement, First & Second Floor	$2,059,000		TBD	TBD	Jun-10	TBD	Sep-12	Planning
UNMC	Emergency Engines-Generators & Assoc. Switchgear in CUF	$3,000,000	Low Bid	Specialized Engineering Solution	All Purpose Utilities, Inc	Jun-09	4 Year	Jan-11	Construction
		$ 5,059,000							
	University Building Renewal Assessment Fund (1% Assessment)								
UNL	Leverton Hall HVAC Replacemen	$2,562,000	Low Bid	Davis Design	Kingery Construction Comopany	Apr-09	4 year	Dec-10	Construction
		$2,562,000							
	LB 605 Projects								
UNMC	Wittson Hall Renovation								
	Phase I	$1,956,000	Low Bid	Olsson Associates	Prairie Construction Company	Dec-09	4-year	Sep-10	Construction
	Phase II	$5,363,000	Low Bid	TBD	TBD	TBD	TBD	TBD	Planning
UNL	Brace Renovation / Behlen Renovatior	$1,658,446	Low Bid	TBD	TBD	Jun-06	TBD	Sep-11	Planning
UNMC	Eppley Cancer Center Renovatior	$5,500,000	Low Bid	TBD	TBD	TBD	TBD	TBD	Planning
UNMC	Poynter Hall Renovatior	$7,241,000	Low Bid	RDG	TBD	Sep-06	Mar-07	Jun-11	Planning
UNL	Demolition of Ferguson Hal	$887,800	Low Bid	NA	New Horizons Environmental, LLC	Jun-06	TBD	Jan-11	Construction
UNL	Animal Science Renovatior	$21,340,000	Low Bid	Farris Engineering	Omaha Construction Services	Apr-07	Apr-07	Aug-11	Construction
UNO	Utility Infrastructure	$9,000,000	Low Bid	Farris Engineering	Weitz / Hawkins / Midwest Mech	Nov-06	4 year	Jul-11	Construction
UNMC	College of Dentistry Renovatior	$8,972,000	Low Bid	Davis Design	Sampson Construction Co., Inc	Jun-07	Sep-07	Mar-10	Warranty
UNL	Theodore Jorgensen Hall (Physical Sciences Replacement Bldg.	$37,993,754	Low Bid	Perkins & Will / BVH	Sampson Construction Co., Inc	Jun-06	Sep-06	May-10	Warranty
UNL	Keim Hall Renovatior	$14,400,000	Low Bid	Alley Poyner Macchietto Architects	Sampson Construction Co., Inc	Apr-07	Apr-07	Jun-10	Warranty
		$114,312,000							
	Total Capital Construction Projects	**$497,668,300**							

A/E Approval Notes: NA - below BOR approval threshol D/B - Design Build process 4 year - Four Year A/E Selection Process

TO: The Board of Regents Addendum IX-D-4

Business Affairs

MEETING DATE: December 2, 2010

SUBJECT: University of Nebraska at Kearney
Report of Gifts, Grants, Contracts and Bequests accepted during the Quarter July 1, 2010 through September 30, 2010

RECOMMENDED ACTION: Report

	A Gifts	B Grants	C Bequests	D Contracts	Totals
Description					
Instruction	$529,600	$422,623	$0	$0	$952,223
Research	0	35,769	0	0	35,769
Public Service	0	26,600	0	0	26,600
Administration	0	0	0	0	0
Student Services	92,500	294,963	0	0	387,463
Stu Financial Aid	247,605	14,603,426	0	0	14,851,031
Donations	0	0	0	0	0
Subtotals	$869,705	$15,383,381	$0	$0	$16,253,086
Gifts and Bequests of $1,000,000 & more previously accepted by the Regents during the reported quarter:					
Instruction	$0	$0	$0	$0	$0
Research	0	0	0	0	0
Public Service	0	0	0	0	0
Administration	0	0	0	0	0
Student Services	0	0	0	0	0
Stu Financial Aid	0	0	0	0	0
Donations	0	0	0	0	0
Subtotals	0	0	0	0	0
TOTAL	$0	$0	$0	$0	$0

A - Gifts of $100,000 and more are itemized on the attached pages
B - Grants of $1,000,000 and more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 and more are itemized on the attached pages

SPONSORS: Barbara L. Johnson
Vice Chancellor for Business & Finance

APPROVED: Doug Kristensen, Chancellor
University of Nebraska at Kearney

DATE: November 5, 2010

UNIVERSITY OF NEBRASKA AT KEARNEY
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER 7/1/10-9/30/10

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
NU Foundation	Instruction	110,000
Kiewit Foundation	Student Aid	240,000
Susan T. Buffet Foundation	Instruction	419,600
	Subtotal	$769,600
	Total amount of gifts under $100,000	100,105
	Total Gifts for the Quarter	$869,705

* *

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	
U.S. Dept of Educ	Financial Aid	Student Aid	12,901,231
		Subtotal	$12,901,231
		Total amount of all Grants under $1,000,000	2,482,150
		Total Grants for the Quarter	$15,383,381

* *

Contracts $400,000 and over

Grantor	Grantee Department	Purpose	
NONE			
		Subtotal	$0
		Total amount of all Contracts under $400,000	0
		Total Contracts for the Quarter	$0

TO: The Board of Regents

Business Affairs

MEETING DATE: December 2, 2010

SUBJECT: University of Nebraska-Lincoln
Report of Gifts, Grants, Contracts and Bequests accepted during the Quarter July 1, 2010 through September 30, 2010

RECOMMENDED ACTION: Report

	A Gifts	B Grants	C Bequests	D Contracts	Totals
Description					
Instruction	$0	$2,433,332	$0	$0	$2,433,332
Research	99,700	45,965,465	0	12,892,067	58,957,232
Public Service	60,525	10,743,693	0	2,091,504	12,895,722
Administration	0	1,978,715	0	0	1,978,715
Student Services	0	761,975	0	0	761,975
Stu Financial Aid	0	468,188	0	0	468,188
Donations	0	0	0	0	0
Subtotals	$160,225	$62,351,368	$0	$14,983,571	$77,495,164
Gifts and Bequests of $1,000,000 & more previously accepted by the Regents during the reported quarter:					
Instruction	$0	0	0	0	$0
Research	0	0	0	0	0
Public Service	0	0	0	0	0
Administration	0	0	0	0	0
Student Services	0	0	0	0	0
Stu Financial Aid	0	0	0	0	0
Donations	0	0	0	0	0
Subtotals	0	0	0	0	0
TOTAL	$160,225	$62,351,368	$0	$14,983,571	$77,495,164

A - Gifts of $100,000 and more are itemized on the attached pages
B - Grants of $1,000,000 and more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 and more are itemized on the attached pages

SPONSORS: Prem S. Paul
Vice Chancellor for Research & Economic Development

Christine A. Jackson
Vice Chancellor for Business & Finance

APPROVED: Harvey Perlman, Chancellor
University of Nebraska-Lincoln

DATE: November 5, 2010

UNIVERSITY OF NEBRASKA-LINCOLN
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER 7/1/10 – 9/30/10

Gifts/Bequests $100,000 and over

Donor	Description	Amount
Gifts/Bequests under $100,000		$160,225
Total Gifts for the Quarter		$160,225

* *

Grants $1,000,000 and over

See attached sheet

Subtotal	$28,342,657
Total amount of all Grants under $1,000,000	34,008,711
Total Grants for the Quarter	$62,351,368

* *

Contracts $400,000 and over

See attached sheet

Subtotal	$10,295,791
Total amount of all Contracts under $400,000	4,687,780
Total Contracts for the Quarter	$14,983,571

University of Nebraska-Lincoln

Quarterly Summary of Grants Awarded of $1,000,000 and Over

Subtotals by College and Department

For the Quarter 7/1/10 - 9/30/10

Dept/PI		Title	Budget Period		Funding Agency	Amount
Arts and Sciences						
Center for Science, Mathematics & Computer Education						
Lewis	William	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	$225,000
Lewis	William	NEBRASKA MATH	8/23/10	12/31/13	NSF	744,428
Papick	Ira	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	300,000
Pedersen	Jon	UNL Science Scholars Program	9/1/10	8/31/15	NSF	95,551
Smith	Wendy	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	450,000
Dean's Office of Arts and Sciences						
Manderscheid	David	ARRA: High-Power Laser Science Collaboratory	9/15/10	8/31/13	NSF	$1,825,345
Computer Science and Engineering						
Cohen	Myra	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	$442,201
Dwyer	Matthew	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	442,201
Elbaum	Sebastian	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	442,201
Rothermel	Gregg	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	442,992
Sarma	Anita	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	442,201
Srisa-An	Witawas	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	442,201
Mathematics						
Lewis	William	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	225,000
Lewis	William	NEBRASKA MATH	8/23/10	12/31/13	NSF	346,246
Papick	Ira	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	300,000
Papick	Ira	NEBRASKA MATH	8/23/10	12/31/13	NSF	346,246
Physics and Astronomy						
Claes	Daniel	UNL Science Scholars Program	9/1/10	8/31/15	NSF	179,158
Psychology						
Edwards	Carolyn	NEBRASKA MATH	8/23/10	12/31/13	NSF	294,309
School of Biological Sciences						
Wood	Charles	Nebraska Center for Virology - COBRE Phase III	9/16/10	7/31/11	DHHS-Nat Ctr Rsch Resources	1,121,077
					Subtotal	$9,106,357
Education and Human Sciences						
Center for Science, Mathematics & Computer Education						
Heaton	Ruth	NEBRASKA MATH	8/23/10	12/31/13	NSF	$398,182
Educational Psychology						
Bovaird	James	Conjoint Behavioral Consultation in Rural Education Settings	4/1/10	3/31/14	Dept of Education-IES	562,500
Kauffman	Douglas	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	450,000
Sheridan	Susan	Conjoint Behavioral Consultation in Rural Education Settings	4/1/10	3/31/14	Dept of Education-IES	562,500
Nebraska Center for Research on Children, Youth, Families and Schools						
Glover	Todd	Conjoint Behavioral Consultation in Rural Education Settings	4/1/10	3/31/14	Dept of Education-IES	562,500
Kunz	Gina	Conjoint Behavioral Consultation in Rural Education Settings	4/1/10	3/31/14	Dept of Education-IES	562,500
Teaching, Learning and Teacher Education						
Bonnstetter	Ronald	UNL Science Scholars Program	9/1/10	8/31/15	NSF	119,439
Fowler	David	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	600,000
Heaton	Ruth	NEBRASKA MATH	8/23/10	12/31/13	NSF	519,368
Lewis	Elizabeth	UNL Science Scholars Program	9/1/10	8/31/15	NSF	238,877
McGowan	Thomas	NEBRASKA MATH	8/23/10	12/31/13	NSF	173,123
Pedersen	Jon	UNL Science Scholars Program	9/1/10	8/31/15	NSF	143,326
Swidler	Stephen	Ne NOYCE: NSF Math Teach & Master Teach Fellows Prog	9/1/10	8/31/16	NSF	450,000
Swidler	Stephen	UNL Science Scholars Program	9/1/10	8/31/15	NSF	119,439
					Subtotal	$5,461,754

Engineering

Civil Engineering						
Rilett	Laurence	Region 7 University Transportation Center - FY2011	7/1/10	6/30/12	Dept of Transportation	$2,082,800
Computer Science and Engineering						
Cohen	Myra	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	217,541
Dwyer	Matthew	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	217,541
Elbaum	Sebastian	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	217,541
Rothermel	Gregg	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	217,541
Sarma	Anita	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	213,586
Srisa-An	Witawas	Safeguarding End-User Military Software	9/1/10	8/31/14	DOD-Air Force Off of Sci Rsch	217,541
					Subtotal	$3,384,091

IANR-CASNR

Entomology						
Heng-Moss	Tiffany	UNL Science Scholars Program	9/1/10	8/31/15	NSF	$179,158
Statistics						
Stroup	Walter	NEBRASKA MATH	8/23/10	12/31/13	NSF	346,246
School of Natural Resources						
Gosselin	David	UNL Science Scholars Program	9/1/10	8/31/15	NSF	119,439
					Subtotal	$644,843

IANR-Cooperative Extension

Dean's Office for Cooperative Extension						
Birnstihl	Elizabeth	Supplemental Nutrition Assistance Program (SNAP-ED)	10/1/10	9/30/11	Ne Dept Health & Human Serv	$482,150
eXtension						
Cotton	Dan	eXtension: The Transformation of Cooperative Extension	8/15/07	8/14/12	Dept of Agriculture-NIFA	1,680,000
Nutrition and Health Sciences						
Koszewski	Wanda	Supplemental Nutrition Assistance Program (SNAP-ED)	10/1/10	9/30/11	Ne Dept Health & Human Serv	496,761
Schnepf	Marilynn	Supplemental Nutrition Assistance Program (SNAP-ED)	10/1/10	9/30/11	Ne Dept Health & Human Serv	482,150
					Subtotal	$3,141,061

IANR-Research

Child, Youth and Family Studies						
Edwards	Carolyn	NEBRASKA MATH	8/23/10	12/31/13	NSF	$294,309
Dean's Office for Research						
Fritz	Susan	U. S. Meat Animal Research Center	9/1/08	8/31/13	Dept of Agriculture-ARS	1,200,000
Yohe	John	Sorghum, Millet & Other Grains Collab Rsch Support Prog	9/30/06	9/29/11	Agency for Intl Development	2,982,501
Biochemistry						
Becker	Donald	Redox Biology Center	8/1/10	7/31/11	DHHS-Nat Ctr Rsch Resources	2,127,741
					Subtotal	$6,604,551
					Grand Total	$28,342,657

University of Nebraska-Lincoln

Quarterly Summary of Contracts Awarded of $400,000 and Over

Subtotals by College and Department

For the Quarter 7/1/10 - 9/30/10

Dept/PI		Title	Budget Period		Funding Agency	Amount
		Arts and Sciences				
Chemistry						
Cheung	Chin Li	Rsch & Dev Nanoscale Magnetoelectronic, Sensor & Energy Materials & Devices	9/24/10	9/23/13	DOD-Army Research Office	$586,430
Zeng	Xiao	Rsch & Dev Nanoscale Magnetoelectronic, Sensor & Energy Materials & Devices	9/24/10	9/23/13	DOD-Army Research Office	586,430
Physics and Astronomy						
Liou	Sy-Hwang	Rsch & Dev Nanoscale Magnetoelectronic, Sensor & Energy Materials & Devices	9/24/10	9/23/13	DOD-Army Research Office	1,466,075
Sellmyer	David	Rsch & Dev Nanoscale Magnetoelectronic, Sensor & Energy Materials & Devices	9/24/10	9/23/13	DOD-Army Research Office	2,052,505
Skomski	Ralph	Rsch & Dev Nanoscale Magnetoelectronic, Sensor & Energy Materials & Devices	9/24/10	9/23/13	DOD-Army Research Office	586,430
					Subtotal	$5,277,870
		Engineering				
Chemical and Biomedical Engineering						
Meagher	Michael	Therapeutic Countermeasures Against the Botulinum Neurotoxin in Support of USAMRIID Botulinum Therapeutic Program	8/16/10	8/15/13	DOD-Defense Threat Reduction Agency	$3,875,001
Mechanical Engineering						
Shield	Jeffrey	Rsch & Dev Nanoscale Magnetoelectronic, Sensor & Energy Materials & Devices	9/24/10	9/23/13	DOD-Army Research Office	586,430
					Subtotal	$4,461,431
		IANR-Cooperative Extension				
School of Natural Resources						
Hubbard	Kenneth	Regional Climate Services Support in the High Plains Region	6/1/10	5/31/11	Dept of Commerce-NOAA	$445,192
Shulski	Martha	Regional Climate Services Support in the High Plains Region	6/1/10	5/31/11	Dept of Commerce-NOAA	55,649
					Subtotal	$500,841
		IANR-Research				
School of Natural Resources						
You	Jinsheng	Regional Climate Services Support in the High Plains Region	6/1/10	5/31/11	Dept of Commerce-NOAA	$55,649
					Grand Total	$10,295,791

TO: The Board of Regents

Business Affairs

MEETING DATE: December 2, 2010

SUBJECT: University of Nebraska Medical Center
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter July 1, 2010 through September 30, 2010

RECOMMENDED ACTION: Report

Description	A Gifts	B Grants	C Bequests	D Contracts	TOTAL
Instruction	$155,930	$3,180,780	$0	$953,566	$4,290,275
Research	28,477	30,618,179	0	2,212,904	32,859,560
Public Service	212,331	1,242,127	0	124,010	1,578,467
Student Aid	79,331	700,762	0	0	780,093
Other	1,890	175,020	0	112,535	289,445
Subtotal	$477,958	$35,916,867	$0	$3,403,014	$39,797,840
Awards of $400,000 and more previously accepted by the Regents during the reported quarter:					
Instruction	$0	$0	$0	$0	$0
Research	0	0	0	$0	$0
Public Service	0	0	0	$0	$0
Student Aid	0	0	0	$0	$0
Other	0	0	0	$0	$0
Subtotal	0	0	0	$0	$0
Total	$477,958	$35,916,867	$0	$3,403,014	$39,797,840

A - Gifts of $100,000 or more are itemized. See attachment(s) for itemized listings.
B - Grants of $1,000,000 or more are itemized. See attachment(s) for itemized listings.
C - Bequests are itemized. See attachment(s) for itemized listings.
D - Contracts of $400,000 or more are itemized. See attachment(s) for itemized listings.

SPONSOR: Thomas H. Rosenquist, Ph.D.
Vice Chancellor of Research

DATE: November 5, 2010

APPROVED: Harold M. Maurer, Chancellor
University of Nebraska Medical Center

UNIVERSITY OF NEBRASKA MEDICAL CENTER
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER 7/1/2010-9/30/2010

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
Hattie B. Munroe Foundation	Play/Camp	$189,015
Scottish Rite Foundation	Scottish Rite Language Program	107,492
	Subtotal	$296,507
	Total amount of gifts under $100,000	181,451
	Total Gifts for the Quarter	$477.958

* *

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	
See attached			
		Subtotal	$18,242,452
		Total amount of all Grants under $1,000,000	17,674,415
		Total Grants for the Quarter	$35,916,867

* *

Bequests

Donor	Purpose	
	Subtotal	$0
	Total Bequests for the Quarter	$0

* *

Contracts $400,000 and over

Grantor	Grantee Department	Purpose	
Sanofi Pasteur Biologics Co.	Paul Fey, PhD Pathology/Microbiology	Vaccine Efficacy of Biofilm-Specific Antigens of Staphylococcus Epidermidis	$408,872
V.A. Medical Center-Omaha	James O'Dell, MD Int Med Rheumatology	Rheumatoid Arthritis: Comparison of Active Therapies in patients with Active disease despite methotrexate therapy	400,741
		Subtotal	$809,613
		Total amount of all Contracts under $400,000	2,593,401
		Total Contracts for the Quarter	$3,403,014

UNIVERSITY OF NEBRASKA MEDICAL CENTER
GRANTS $1,000,000 OR MORE
July 1, 2010 - September 30, 2010

SPONSOR	GRANTEE DEPARTMENT	TITLE	AMOUNT
DHHS/NIH/NIAID	Kenneth Bayles Pathology/Microbiology	Staphylococcal Biofilm and Disease	$1,967,460
U.S. Army	Ben Boedeker, MD Anesthesiology	Battlefield Airway Management for Wounded Warriors: Safe Airway Access in Combat, Battlefield Android Telemedicine System	3,934,874
DHHS/NIH/NCI	Kenneth Cowan, MD PhD Eppley Institute	UNMC Eppley Cancer Center Support Grant	1,444,105
DHHS/NIH/NIDA	Howard Gendelman, MD Pharmacology/Exp Neuroscience	NanoART Manufacture, Delivery and Pharmacokinetics for Optimizing Drug Adherence	1,263,938
Office of Naval Research	Hani Haider, PhD Orthopaedic Surgery	Simplified Orthopaedic Surgery	4,095,340
NASA	Dmitry Oleynikov, MD Surgery-General Surgery	Supporting Surgical Options in Space	2,700,000
DHHS/NIH/NIA	Iraklis Pipinos, MD Surgery-General Surgery	Mitochondrial dysfunction, oxidative damage and inflammation in claudication	1,084,735
U.S. Army	Philip Smith, MD Int Med Infectious Diseases	Environmental Infection Control in Military Hospitals	1,752,000
		Total	$18,242,452

TO: The Board of Regents
Business Affairs

MEETING DATE: December 2, 2010

SUBJECT: University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the Quarter July 1, 2010 through September 30, 2010

RECOMMENDED ACTION: Report

	A Gifts	B Grants	C Bequests	D Contracts	Totals
Description					
Instruction	$244,803	$186,589	$0	$185,463	$616,854
Research	250,482	3,498,773	0	25,000	3,774,255
Public Service	78,552	5,037,850	0	250,000	5,366,402
Administration	0	0	0	0	0
Supporting Services					
Administrative	84,098	0	0	0	84,098
Stu Financial Aid	97,461	640,627	0	0	738,088
Other	5,189	965,594	0	0	970,783
Subtotals	$760,585	$10,329,433	$0	$460,463	$11,550,481
Gifts and Bequests of $1,000,000 & more previously accepted by the Regents during the reported quarter:					
Instruction	$0	$0	$0	$0	$0
Research	0	0	0	0	0
Public Service	0	0	0	0	0
Administration	0	0	0	0	0
Student Services	0	0	0	0	0
Stu Financial Aid	0	0	0	0	0
Donations	0	0	0	0	0
Subtotals	0	0	0	0	0
TOTAL	$760,585	$10,329,433	$0	$460,463	$11,550,481

A - Gifts of $100,000 and more are itemized on the attached pages
B - Grants of $1,000,000 and more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 and more are itemized on the attached pages

SPONSOR: William E. Conley
Vice Chancellor for Business and Finance

APPROVED: John E. Christensen, Chancellor
University of Nebraska at Omaha

DATE: November 5, 2010

UNIVERSITY OF NEBRASKA AT OMAHA
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER 7/1/2010-9/30/2010

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
UNF	Public Pension Funds Initiative	$113,357
	Subtotal	$113,357
	Total amount of gifts under $100,000	647,228
	Total Gifts for the Quarter	$760,585

* *

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	
US Dept of Defense/Air Force	Information Science & Technology	Cybersecurity of Critical Control Networks	$1,687,458
Building Bright Futures	Criminal Justice	UNO/Building Bright Futures School Engagement & Attendance Initiatives	$1,193,731
US Dept of State	International Studies & Programs	UNO and Kabul University of Journalism Exchange	$1,205,543
		Subtotal	$4,086,732
		Total amount of all Grants under $1,000,000	6,242,701
		Total Grants for the Quarter	$10,329,433

* *

Bequests

Donor	Purpose	
	Subtotal	$0
	Total Bequests for the Quarter	$0

* *

Contracts $400,000 and over

Grantor	Grantee Department	Purpose	
		Subtotal	$0
		Total amount of all Contracts under $400,000	460,463
		Total Contracts for the Quarter	$460,463

TO:	The Board of Regents	Addendum IX-D-5
	Academic Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Revisions to rules and regulations for faculty and student self-government organizations	
RECOMMENDED ACTION:	Report	
PREVIOUS ACTION:	January 10, 2010 – The Board approved an amendment of Section 1.2 paragraph three of the *Bylaws of the Board of Regents of the University of Nebraska* to revise the process for approval of rules and regulations for faculty and student self-government organizations.	

EXPLANATION:

The *Bylaws of the Board of Regents* Section 1.2 as amended on January 10, 2010 state, "In any case where any officer, group or agency has been authorized by these *Bylaws* to adopt rules or regulations, such rules or regulations, before they may be effective, shall be:

(1) considered by the officer, group or agency at a public hearing held after giving reasonable advance public notice thereof;
(2) reviewed and approved by the General Counsel for consistency with these *Bylaws* and applicable policies, laws and regulations; and
(3) filed with the Corporation Secretary for report to the Board. The President and cognizant Chancellor are to be timely provided with a courtesy copy of any public hearing notice."

Consistent with these *Bylaws* and operating procedures, the following changes has been filed with the Corporation Secretary since the last meeting of the Board:

(1) University of Nebraska-Lincoln Policy and Procedures for Responding to Allegations of Research Misconduct

The change is available for inspection in the Office of the Corporation Secretary.

APPROVED: Donal J. Burns
Corporation Secretary

DATE: November 5, 2010

TO:	The Board of Regents	Addendum IX-D-6
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Report of Bids and Contracts	
RECOMMENDED ACTION:	Report	
PREVIOUS ACTION:	None	
EXPLANATION:	The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended October 31, 2010. The report outlines the following: type of action; campus; description and use of the product, service, or project; funding source; approved budget amount; contract amount; contractor or vendor; and a bid review or bid explanation if the low responsible bid was not accepted.	
APPROVED:	David E. Lechner Vice President for Business and Finance	
DATE:	November 5, 2010	

University of Nebraska
Business Affairs Report – Bids and Contracts

Period Ending: October 31, 2010
Meeting Date: December 2, 2010

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction Contract	UNMC	College of Public Health-Greenspace Project	Donor Funds	$15,000,000	$446,000	Darland Construction Company	Low responsible bid
Construction Contract	UNMC	Central Utility Plant Electrical Upgrade - Replace emergency generators	LB-309 Funds The Nebraska Medical Center, Facilities Management Repair and Maintenance	3,000,000	392,000	All Purpose Utilities, Inc	Low responsible bid
Construction Contract	UNMC	GMP Transplant Production Facility	The Nebraska Medical Center, College of Medicine, Business and Finance	16,067,078	295,562	Fisher Scientific, Inc	Low responsible bid
Personal Property	UNL	Electrical Engineering-STS 1800 Tunable CO2 Laser	Federal Funds	161,320	161,320	PCR Laser	Sole Source: PCR laser system is the only laser that has variable wavelengths with the highest kW power.
Personal Property	UNL	Electrical Engineering-Time of Flight Mass Spectrometer	Federal Funds	161,200	161,200	JEOL USA, Inc.	Sole Source: JEOL has an in-situ mass spectrometer that is a demo system with a reconditioned ion source (unlike the traditional mass spectrometers)

*Approved budget amount for construction contracts represents the entirety of the project budget, whereas the contract amount is the amount pertaining to the particular activity within the construction contract.

TO: The Board of Regents Addendum IX-D-7

Business Affairs

MEETING DATE: December 2, 2010

SUBJECT: Increase original allocation to LB 605 projects

RECOMMENDED ACTION: Report

PREVIOUS ACTION: October 23, 2009 – The Board approved bond financing for LB 605 Phase II Renovation Projects.

July 28, 2006 – The Board approved bond financing for LB 605 Renovation Projects.

EXPLANATION: Due to favorable interest rates obtained in the LB 605 bond financing, proceeds received from the issuance exceeded the combined original budgets for the projects named in the legislation. These amounts have been held centrally in case of unforeseen conditions. As the majority of projects are substantially complete, the funds are available for distribution.

The proposed distribution per campus mirrors the original by-campus LB 605 allocations. These additional funds will allow completion of improvements or other enhancements to the named projects that were carved out or withdrawn from the original budgets or held pending the identification of additional funding sources.

The President requested that each campus identify the highest and best uses within the named LB 605 projects. A listing of the campuses, allocation and projects approved by the President are as follows:

- UNK - $944,767 - Bruner Hall of Science. Additional funds allow renovation of third floor biology labs as well as replacement of windows.
- UNL – $2,281,977 –Nanoscience Facility. Funds will assist in construction of the Nanoscience Facility, part of the replacement space for Ferguson, Behlen and Brace.
- UNMC - $1,090,116 -Wittson and Poynter Halls. Additional funds allow betterments work to be made in these projects.
- UNO - $683,140 – Infrastructure and Lighting Improvements. Additional improvements will be made to UNO's utility infrastructure and will allow installation of energy efficient technology in Kayser and Durham Science.

The projects noted for UNO, UNMC and UNK require a report to the Board upon Presidential approval. The UNL project is solely a change in source of funding and does not impact the project scope or budget.

SPONSORS:	Rebecca Koller Assistant Vice President for Business and Finance Director of Facilities Management and Planning
	David E. Lechner Vice President for Business and Finance
APPROVED:	James B. Milliken President
DATE:	November 5, 2010

TO:	The Board of Regents	Addendum IX-D-8
	Business Affairs	
MEETING DATE:	December 2, 2010	
SUBJECT:	Naming of the University of Nebraska Medical Center College of Dentistry North Clinic on the East Campus of the University of Nebraska-Lincoln the "Dr. John W. Reinhardt North Clinic"	
RECOMMENDED ACTION:	Report	
PREVIOUS ACTIONS:	June 14, 2007 – The Board of Regents approved the program statement and budget for the renovation of the University of Nebraska Medical Center College of Dentistry building on the East Campus of the University of Nebraska-Lincoln. December 9, 1995 – The Board of Regents approved the revised program statement and budget for the College of Dentistry Center for Dental Research Addition and Renovation.	
EXPLANATION:	President Milliken and Chancellor Maurer have approved naming the College of Dentistry North Clinic in honor of Dean John W. Reinhardt, D.D.S. Mr. Ken Morrison made a generous donation which helped the UNMC Dental College proceed with extensive renovation of the North Clinic, which included the addition of modern simulation clinic equipment. Impressed with Dean Reinhardt's innovative ideas, as well as his positive influence and encouraging interaction with students, Mr. Morrison requested that the clinic be named for Dean Reinhardt. By naming the UNMC College of Dentistry North Clinic the "Dr. John W. Reinhardt North Clinic", the Board of Regents expresses on behalf of the University of Nebraska Medical Center its deepest gratitude and appreciation to Ken Morrison for his continued support of the University of Nebraska.	
PROJECT COST:	N/A	
SOURCE OF FUNDS:	N/A	
SPONSOR:	Harold M. Maurer, M.D., Chancellor University of Nebraska Medical Center	
APPROVED:	James B. Milliken President	
DATE:	November 5, 2010	