

**PUBLIC MEETING SCHEDULE
UNIVERSITY OF NEBRASKA**

FRIDAY, OCTOBER 25, 2019

9:00 a.m.

BOARD OF REGENTS MEETING

- KUDOS Awards Presented

ACADEMIC AFFAIRS COMMITTEE PRESENTATIONS

Topic: Plant, Animal and Cancer Care (*60 minutes*)

Presenters: James C. Schnable, Ph.D., Associate Professor, Department of Agronomy and Horticulture, University of Nebraska-Lincoln
Galen E. Erickson, Ph.D., Nebraska Cattle Industry Professor of Animal Science, Department of Animal Science, University of Nebraska-Lincoln
Allison M. Cushman-Vokoun, M.D., Ph.D., FCAP, Medical Director of the Molecular Diagnostics Laboratory, Nebraska Medicine and Associate Professor, Department of Pathology and Microbiology, University of Nebraska Medical Center

BUSINESS AFFAIRS COMMITTEE PRESENTATION

Topic: University Bond Financing Update (*20 minutes*)

Presenters: Chris J. Kabourek, Vice President for Business and Finance | CFO



NOTICE OF MEETING
(updated time and additional item)

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Friday, October 25, 2019, at 9:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

Notice is further given that an additional item has been added to the agenda:

POTENTIAL DESIGNATION OF A PRIORITY CANDIDATE FOR THE POSITION OF PRESIDENT OF THE UNIVERSITY OF NEBRASKA, IN ACCORDANCE WITH NEB. REV. STAT. §85-106.06

The full agenda for the meeting is available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <http://nebraska.edu/board/agendas-and-minutes.html>

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: October 22, 2019

Carmen K. Maurer
Corporation Secretary
Board of Regents
University of Nebraska

Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | FAX: 402.472.1237 | nebraska.edu/regents

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Friday, October 25, 2019
9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON AUGUST 16, 2019
- IV. KUDOS
 - Amber Alexander, University of Nebraska at Kearney*
 - The Cherish Nebraska Team, University of Nebraska-Lincoln*
 - Erik Palafox, University of Nebraska Medical Center*
 - Rebecca Gratz, University of Nebraska at Omaha*
- V. RESOLUTIONS; HEARINGS
- VI. 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.
- VII. POTENTIAL DESIGNATION OF A PRIORITY CANDIDATE FOR THE POSITION OF PRESIDENT OF THE UNIVERSITY OF NEBRASKA, IN ACCORDANCE WITH NEB. REV. STAT. §85-106.06
- VIII. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - University of Nebraska Medical Center
 - 1. President's Personnel Recommendations Addendum VIII-A-1
 - B. BUSINESS AFFAIRS
 - University of Nebraska
 - 1. Approve an agreement designating The Home Depot Pro as the "prime supplier" of custodial cleaning products and chemicals for the University of Nebraska system Addendum VIII-B-1
 - 2. Approve letters of intent for the University of Nebraska system to enter agreements with primary suppliers of research and laboratory supplies, as awarded by the Big Ten Academic Alliance Master Collaborative Purchasing Agreement Addendum VIII-B-2

University of Nebraska-Lincoln

3. Approve agreements designating US Foods Inc. and Greenberg Fruit Company as prime suppliers of food and related items for the University of Nebraska-Lincoln Addendum VIII-B-3
4. Approve the attached Resolution for capital improvements for the Campus Recreation, the Nebraska Unions and University Housing facilities at the University of Nebraska-Lincoln Addendum VIII-B-4
5. Approve the Resolution of improvements for the University of Nebraska-Lincoln Parking and Equipment Addendum VIII-B-5
6. Approve execution of a GMP amendment for Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln Addendum VIII-B-6

University of Nebraska at Omaha

7. Approve the Student Housing and Parking and Student Facilities Improvements at the University of Nebraska Omaha Addendum VIII-B-7

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska Medical Center

1. Approve the establishment of the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at UNMC Addendum IX-A-1

B. BUSINESS AFFAIRS

University of Nebraska-Lincoln

1. Approve the Program Statement for North Stadium Expansion at UNL Addendum IX-B-1
2. Approve the Program Statement for Outdoor Track Replacement at UNL Addendum IX-B-2
3. Approve the Program Statement for New College of Engineering Building at UNL Addendum IX-B-3
4. Approve the transfer of real property located at 800 N. 17th Street, Lincoln, Nebraska from the University of Nebraska Foundation to the Board of Regents of the University of Nebraska Addendum IX-B-4

University of Nebraska Medical Center

5. Approve acceptance of a gift and increase the scope and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center Addendum IX-B-5
6. Approve the Construction Management at Risk Contractor Contract for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center Addendum IX-B-6

University of Nebraska at Omaha

7. Approve the Program Statement for Durham Science Center Renovation at the University of Nebraska at Omaha Addendum IX-B-7

University of Nebraska at Kearney

8. Approve the Kearney University Village Campus Covenants, Conditions and Restrictions Addendum IX-B-8
9. Approve the Master Lease between the Board of Regents of the University of Nebraska and the Kearney University Village Development Corporation for the land to be formally designated Kearney University Village Campus Addendum IX-B-9

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 Reports for the period April 1 through June 30, 2019 and FY 2019-20 University personnel salaries Addendum IX-D-1
2. Leave of Absences approved during the period July 1, 2018 through June 30, 2019 Addendum IX-D-2
3. Review of Multi-Departmental Academic Centers for Research, Teaching and/or Service Addendum IX-D-3
4. Quarterly Status report of Capital Construction Projects Addendum IX-D-4
5. Status report of Six-Year Capital Plan Addendum IX-D-5
6. Bids and Contracts Addendum IX-D-6
7. Gifts, Grants, Contracts and Bequests accepted during the quarter April 1 through June 30, 2019 Addendum IX-D-7
8. Agreement for Fox World Travel to provide travel services for the University of Nebraska Addendum IX-D-8
9. Renewal of Property and Student Health Insurance Policies Addendum IX-D-9
10. Intermediate Design Report: University of Nebraska-Lincoln, Scott Engineering Center Renovation and Link Replacement project Addendum IX-D-10
11. Naming the outdoor courtyard between the Howard L. Hawks College of Business and the Jeffrey S. Raikes School of Computer Science and Management at the University of Nebraska-Lincoln (UNL) the “Nelnet Courtyard”, pursuant to *Board of Regents Policy* RP-6.2.7.3.b Addendum IX-D-11
12. Intermediate Design Report: University of Nebraska at Omaha, Mammel Hall Addition Addendum IX-D-12

X. ADDITIONAL BUSINESS

VII. POTENTIAL DESIGNATION OF A PRIORITY CANDIDATE FOR THE POSITION OF PRESIDENT OF THE UNIVERSITY OF NEBRASKA, IN ACCORDANCE WITH NEB. REV. STAT. §85-106.06

VIII. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska Medical Center

1. President's Personnel Recommendations Addendum VIII-A-1

B. BUSINESS AFFAIRS

University of Nebraska

1. Approve an agreement designating The Home Depot Pro as the "prime supplier" of custodial cleaning products and chemicals for the University of Nebraska system Addendum VIII-B-1
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University of Nebraska at Omaha

7. Approve the Student Housing and Parking and Student Facilities Improvements at the University of Nebraska Omaha Addendum VIII-B-7

The President's Personnel Recommendation

Meeting Date: October 25, 2019

Adjustments

University of Nebraska Medical Center

Robert D. Bartee, Vice Chancellor for External Relations (Special), External Relations, University of Nebraska Medical Center and External Relations, University of Nebraska at Omaha, effective 11/1/2019, \$246,590 FY, 1.00 FTE.

TO: The Board of Regents Addendum VIII-B-1

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Agreement with Home Depot USA, Inc. dba the Home Depot Pro, to provide custodial cleaning products and chemicals to the University of Nebraska

RECOMMENDED ACTION: Approve an agreement designating the Home Depot Pro as the “prime supplier” of custodial cleaning products and chemicals for the University of Nebraska system

PREVIOUS ACTION: None

EXPLANATION: In accordance with a formal RFP bid process, and subject to Board of Regents approval, Home Depot Pro is awarded a contract as the “prime supplier” of custodial cleaning products and chemicals, effective November 1, 2019. The contract has a three (3) year term with two (2) one-year renewal options.

This item has been reviewed by the Business Affairs Committee.

PROJECT COST: Estimated approximately \$1.6 million annually

SPONSOR(S): Chris J. Kabourek
Vice President for Business and Finance | CFO

RECOMMENDED:



Susan M. Fritz, Interim President
University of Nebraska

DATE: September 26, 2019

**UNIVERSITY OF NEBRASKA
MASTER AGREEMENT**

This Master Agreement sets forth the terms between The Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and **Home Depot USA, Inc. dba The Home Depot Pro**, having an address at 6260 Abbott Drive, Omaha, NE 68110 (the "Service Provider") with regard to the performance by Service Provider of the services contemplated herein.

RECITALS

WHEREAS, the University desires to obtain the services of the Service Provider; and

WHEREAS, the Service Provider claims to have expertise and experience to provide such services for the University;

THEREFORE, the University and the Service Provider hereby agree to the following terms, obligations and conditions:

1. Description of Services. The Service Provider agrees to perform such services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the Services and provide the deliverables identified in Exhibit A (the "Services"). The Service Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement. The attachments, appendices, addendums, any exhibits and schedules, including but not limited to Exhibit A, University of Nebraska-Lincoln RFP# 3105-19-4713-Custodial Cleaning Products and Chemicals Prime Supplier Contract (the "RFP"), and The Home Depot Pro Institutional response dated July 31, 2019, hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

2. Pricing. All pricing contained in the Service Provider's response to the RFP will remain firm for a period of twelve (12) months from the effective date of this Agreement. The pricing provided as part of this Agreement is attached hereto and incorporated herein as Exhibit B.

3. Payment. In full consideration for the Services performed by the Service Provider under this indefinite quantity-indefinite delivery Agreement and each engagement, the University shall pay or cause to be paid to the Service Provider the invoiced amount on an order-by-order basis. The Service Provider will invoice the University for completed deliveries and payment terms are NET 30 days, which 30-day term begins accruing upon receipt of an accurate invoice by the University. Service Provider further agrees that if/when product returns and/or exchanges are deemed necessary by the University, regardless of invoice payment status, Service Provider will work with the University to accommodate such returns and/or exchanges whenever possible. The Service Provider

agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct such taxes from any payments to the Service Provider hereunder, unless required by law.

4. Term. The term of this agreement shall begin on **November 1, 2019** and remain in place for three (3) year(s) (36 months). The initial term of this agreement will expire on **October 31, 2022**. The contract may be renewed, by mutual agreement of both parties, in writing for two (2) additional one (1) year periods upon completion of the initial base contract period, provided written mutual concurrence of both parties is exercised in writing prior to the expiration of the existing contract. The length of the contract in its entirety will not exceed five (5) years. The University reserves the right to contract certain work as needed to provide emergency or timely services, introduction of new technology and/or as a result of general market conditions.

5. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University or non-written information and data disclosed by the University that is identified at the time of disclosure to the Service Provider as confidential and is reduced to writing and transmitted to the Service Provider within thirty (30) days of such non-written disclosure. The Service Provider agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3) years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Service Provider, or that is hereafter supplied to the Service Provider by a third party without restriction.

6. Ownership of Work Product and Intellectual Property Rights. The Service Provider shall have no interest in the deliverables provided under this Agreement, and the University shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the Service Provider during its' performance of the Services (the "Work Product"). Furthermore, the University shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. The University shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Service Provider hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to the University, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Service Provider hereby grants to the University the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. The Service Provider also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the Service Provider's Services and Work Product. This provision shall survive the termination of this Agreement.

7. Termination. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, the University shall promptly pay the Service Provider for all Services rendered and costs incurred up to and including the effective date of termination.

8. Representations and Warranties. The Service Provider represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Service Provider also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. The Service Provider agrees to hold University and its respective assigns and

licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services or any use of the Work Product.

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

9. Independent Service Provider. The Service Provider is an independent Service Provider and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.

10. Liability. Service Provider agrees to indemnify and hold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind arising out of or in connection with the performance of the Services by the Service Provider.

11. Insurance. The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

12. Assignment. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

13. Amendment. This Agreement constitutes the entire understanding between the Service Provider and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Service Provider and an authorized representative of the University.

14. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

15. Conflict of Interest. No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.

16. Personal Use Prohibited. University funds shall not be expended for articles or services which are for the personal use of staff or faculty members.

17. Work Status Verification. The Service Provider and its subcontractors shall use a 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.

18. Debarment List. No contract shall be awarded to any Service Provider/Bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Service Provider/Bidder specifically warrants and represents that it is not included on the Debarment List. Service Provider/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Service Provider.

19. Change Proposals. Material changes in scope, rush delivery, rework of items already approved or requests for additional revision cycles, services and/or deliverables beyond those listed herein hereafter known as change orders, shall not be effective until authorized representatives of both Parties execute a mutually acceptable written change order to this Agreement. Any fees arising from change orders, additional services, or deliverables not reflected herein will be invoiced upon completion. Change orders agreed to by email shall be valid and enforceable as if made part of this Agreement.

20. Taxpayer Transparency Act. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Service Provider to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.

21. Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). If applicable, this Service Provider and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime Service Providers and subcontractors to employ and advance in employment qualified protected veterans.

22. SECTION 503. If applicable, this Service Provider and any subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Service Providers to employ and advance in employment qualified individuals with disabilities.

23. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

24. Logos or University Marks. The Service Provider shall not use or display any University campus name, logo, trademark, servicemark (individually a “Mark” and collectively the “Marks”) and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.

25. Right to Audit Privilege. The University reserves the right to audit or inspect work performed by the Service Provider under this Agreement. The University may participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this agreement have been performed in accordance to the procedures indicated.

26. Continuation of Services. Service Provider agrees to continue to honor its ongoing obligations under this Agreement without interruption in the event of a bona fide dispute concerning payment or a dispute concerning any provision of this Agreement which may include time spent negotiating renewals.

27. Purchase Order Requirement. A Purchase Order shall be issued by the University to the Service Provider for payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Service Provider shall make reference to the appropriate Purchase Order number to be eligible for payment.

28. Compliance. Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.

29. Order of Priority. The order of priority of the documents that form this Agreement is: first, duly executed amendments to the Agreement (to the extent not superseded by a subsequent amendment), second, this Master Agreement, including incorporated exhibits, third, University of Nebraska-Lincoln RFP# 3105-19-4713-Custodial Cleaning Products and Chemicals Prime Supplier Contract (the “RFP”), and fourth, The Home Depot Pro Institutional response dated July 31, 2019.

The rest of this page is left intentionally blank.

Notice. Any notice to either party hereunder, shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Service Provider:

Name: Curtis Pankoke

Address: 6260 Abbott Drive

City, State, Zip: Omaha, NE 68110

Email: Curtis.pankoke@supplyworks.com

Phone: 402-610-7585

To the University:

Name: Dustin R. Kotik

Address: University of Nebraska-Lincoln
Procurement Services
1700 Y Street

City, State, Zip: Lincoln, NE 68588-0645

Email: dustin.kotik@unl.edu

Phone: 402-472-5881

The Home Depot USA, Inc.:

By: _____

Printed Name: _____

Title: _____

The Board of Regents of the University of Nebraska:

By: _____
Susan M. Fritz, Interim President

Attest: _____
Carmen K. Maurer, Corporation Secretary

EXHIBIT A SERVICES

1.0 Description of the Goods or Services:

Service Provider will provide services as a Prime Supplier of Custodial Cleaning Products & Chemicals for our four-campus system. The University reserves the right to add or delete products from the contract during the contract period should such additions or deletions be deemed to be in the University's best interest.

Other campuses, University of Nebraska entities, governmental agencies, political subdivisions, or consortia choosing to participate in this contract will negotiate separately with Service Provider regarding any and all of the herein contained terms and conditions. In addition, this contract may be extended to any entity in which the Board of Regents has at least a 50% controlling interest. Under no circumstances shall the University of Nebraska be contractually obligated or liable for any purchase by another institution, political subdivision or state agency.

2.0 Additional Terms & Conditions:

A. Delivery:

Service Provider shall bear all costs of transportation, packing, crating, delivery, storage, and service under warranty, F.O.B. destination; to the appropriate designated delivery location. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the Service Provider. Note: Campus delivery multiple times per day to multiple locations may be necessary.

B. Substitutions:

Service Provider shall not substitute materials or accessories without written consent of the University.

C. Subcontracting:

Service Provider shall not subcontract all or substantially all work on any article to be supplied under the purchase order without prior written approval of the University.

D. Interpretation of Conflicts:

Should conflicts occur, Service Provider shall request an interpretation from the University before proceeding with the work. If Service Provider fails to make such a request, no excuse will be entertained for failure to carry out the specified work in a satisfactory manner.

3.0 The Service Provider shall identify individuals to serve as:

A. Account Representative. The Account Representative will be the primary interface between the University and the Service Provider. This individual shall have a minimum of three (3) years' experience in the Custodial Cleaning Products & Chemical Supplies business and have a demonstrated ability to service client accounts. This individual is an outside resource for communication between the University, Suppliers, Brokers, and Product Manufacturers. Activities associated with the Account Representative will include, but are not limited to the following:

- 1) Facilitate the flow of new product ideas with University personnel and end users to optimize savings and/or cost reduction. Recommend and upon approval coordinate application and testing of new products designated for 'field trial'.
- 2) Attend scheduled meetings to view campus projects.
- 3) Training of University personnel regarding:
 - Management Software Program application and use
 - Includes – inspections, quality control, work-loading, inventory management, capital equipment tracking, training applications
 - ordering and product return procedures.
- 4) Coordinate communication with the University on the selection, and approval of substitute items, discontinued items, product phase out and replacement programs.
- 5) Communicate with the University to identify potential product conversions from special order status to regular stock classification.
- 6) Meet with University user departments when potential problems exist for the purposes of identifying problems and determining solutions.
- 7) Monitor order fill rates and backorders.
 - Provide assurance that the Service Provider complies with rapid fill of all backorders
 - Submit documentation with explanation for backorder situations.
- 8) Provide the University with computer-generated reports as requested.
 - (i) Net Purchases by Item by Division Report: YTD, current quarter, same quarter previous year, % change;

- (ii) a Rebate and Discount Report by Category: amounts paid current quarter, year-to-date, and projected for full year; and
- (iii) a Delivery Performance Report: order fill rate, shipment accuracy, shipment quality.

Additional Reports. If University requires additional or ad hoc reports, then University will provide Service Provider with a clear scope definition of each report that is requested from Service Provider. All such reports shall be developed, tested and implemented by Service Provider within fifteen (15) days of receipt of University' scope definition, at no additional cost to University.

Frequency. All reports shall be furnished to University whether or not Service Provider processes any Purchase Orders during the reporting period of each respective report. Receipt or acceptance by University of any of the reports furnished pursuant to this Agreement or of any sums paid hereunder shall not preclude University from questioning the accuracy or correctness thereof at any time. In the event that any inconsistencies or mistakes are discovered in such reports, Service Provider shall promptly rectify said inconsistencies or mistakes.

- 9) Participate in Procurement Services Supplier Relationship Management business development (Section 6.0). The SRM program will include business objective setting and reporting with full details provided by the University.
- B. Customer Service Coordinator. Service Provider shall designate at least one individual to provide daily operational and customer service support. This individual shall be an in house employee that will be available to assist University personnel on a day to day, hour to hour basis. This individual shall have a minimum of two (2) years' experience in the Custodial Cleaning Products & Chemical Supplies business, and have a demonstrated ability to service client accounts. Activities associated with the customer service coordinator include but are not limited to the following:
 - 1) Must be available 8:00 a.m. to 5:00 p.m. Monday through Friday to assist the University with ordering of warehouse stock items and special order requests.
 - 2) Notify University ordering personnel within 24 hours or one (1) business day, when out of stock situations arise and assist with filling of order with suitable / acceptable substitute items.
 - 3) Coordinate the delivery or pick-up of orders when such requests arise.
 - 4) Must have the authority and ability to process Emergency Order requests.

The University reserves the right to effect a change in the account representative and the customer service coordinator assigned to this account, if his/her performance is deemed unsatisfactory.

4.0 Internet Ordering Capabilities:

The University has implemented an electronic procurement system branded eSHOP for Lincoln, Omaha (UNO & UNMC), and Kearney campuses, and research and extension services throughout the State of Nebraska. Service Provider will be required to participate as a "hosted" or "punch out" supplier and all orders and invoices will be transmitted electronically.

5.0 Typical Ordering and Invoice Procedures:

- A. Regular University of Nebraska Warehouse Stock Items:
 - 1) The University will place orders to replenish their warehouse par levels on a daily, weekly or monthly basis. These "core/stock" items will be reviewed with the Service Provider and will need to be maintained as general stock items for each University location. Stocking quantities will be negotiated between the Service Provider and each University warehouse location.
 - 2) Orders will be placed by eSHOP which will send the orders via fax, or internet ordering system to Service Provider's warehouse/distribution center. NOTE: Service Provider agrees to not accept any order not referenced by a University Purchase Order or Purchase Card (PCard) number at time of order placement. The University only recognizes purchase orders and PCard numbers as methods to commit funds.
 - 3) Service Provider will notify University personnel within 24 hours of orders placed on backorder.
- B. Will Call Orders:
 - 1) The University may telephone in orders to the Service Provider and dispatch a University employee to pick up the item(s). Will call orders must be available for pick-up within a 30 minute notification. All orders must reference a University Purchase Order or PCard number.
- C. Special Order Items:
 - 1) Special Order Items – Defined as items that are not regular stock items for the Service Provider. All orders will be placed via eSHOP and will require the Service Provider to coordinate the pick-up / delivery of the item(s).

D. Stock Catalogs:

- 1) Service Provider will only provide ordering departments with stock catalogs listing if requested. It is anticipated that all stock catalog listings will be available through eSHOP.
- 2) Delivery personnel will be required to deliver and off load all products to a receiving dock or a specified area on the inside (or outside) of the designated University facility. It will be the Service Provider's responsibility to:
 - i. provide any equipment needed to complete the delivery process. Service Provider's delivery personnel must wait for the order to be received, pack slips verified and signed with discrepancies (shortages, longs, damage, wrong product, etc.) documented on the delivery receipt.
 - ii. At the time of delivery, a designated University employee will sign the "pack slip." This signature will only indicate the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
 - iii. In the event the Service Provider contracts out their delivery service, it is to be understood the Service Provider will maintain full responsibility for the timeliness of deliveries, order completeness, damage, etc. to the designated University delivery location.
- 3) All orders will be priced F.O.B. destination.

E. Return of Stock Items:

- 1) In the event regular warehouse stock items need to be returned to the Service Provider due to damage, miss-pick, ordering error, etc., the Service Provider agrees to provide the University with a credit memo. The credit memo may be applied to the referenced original billing invoice stated on the credit memo or to any future billing invoice.
- 2) The University shall not be assessed restocking charges or any other form of return charges.

F. Return of Non-Stock Items:

- 1) In the event a special order or non-stock item needs to be returned to the Service Provider due to damage, miss-pick, ordering error, etc., the Service Provider agrees to provide the University with a credit memo. Upon return of the item to the Service Provider, a credit memo will be given to the University employee. The credit memo may be applied to the referenced original billing invoice stated on the credit memo, or to any future billing invoices. Service Provider will accept these returned items without charge, unless the Service Provider is required to pay freight and / or restocking charges for return of the item. The University will be charged only for actual documented restocking and freight charges associated with the return.

G. Fill Rates:

- 1) Fill rates for products included in the "core/stock" list should be maintained at a 95% fill rate or better. For the purpose of this contract, fill rate will be defined as "for 95% of the line items ordered, the entire quantity requested must be available and shipped at the time requested and packslip/invoice price and quantity must match purchase order information. Items for which an acceptable substitution has been provided and where the University has approved the substitution will be considered "filled" lines for fill rate calculation. Each occasion must be approved and recurring substitution for the same item for other than factory backorders or other extraordinary circumstances beyond vendor control will not be approved substitutions."
- 2) In the event that the fill rate for core/stock items falls below 95%, it is the sole responsibility of the vendor to locate and provide products of identical type and brand from another source. These products from another source are to be furnished to the University at the same contracted item price.
- 3) Fill rates for all other products included, and warehouse stock items should be maintained at a 90% fill rate or better and packslip/invoice price and quantity must match Purchase Order information.
- 4) Products will be ordered in "each" quantity. In some instances "each" may mean less than a box quantity.
- 5) There will be no minimum or maximum order size.

H. Delivery Invoices:

- 1) An itemized invoice must reference the University Purchase Order number and include the ordering University Department name, name of the University employee placing the order, invoice order number, product description, unit cost, extended cost and total invoice charges will accompany all orders. All referenced invoice information must match the University Purchase Order. All substitutions shall be noted on the invoices.

6.0 Supplier Relationship Management (SRM):

The University Commodity Manager will request Service Provider participate in development and use of the SRM Object Log. The SRM Object Log will define and cover expectations relating to establishment of objectives, reporting, audit frequency and other business activities as may be defined to manage the Prime Supplier contract. Service Provider must agree to develop business process and supporting services to support SRM Objectives and Business Reporting.

7.0 Product Specifications:

The University has complete authority as to the specifications of all products used. The Service Provider's account representative will assist in the evaluation and recommendation of new products, especially those which would result in cost savings to the University.

Service Provider will assist in the development of a University specific "core/stock" item list. This "core/stock" list shall contain all repetitively purchased supply items and will represent those products which the University wishes to establish as standard items based upon their value to the institution in terms of quality and price. The criteria for inclusion on this list should result in the majority of all items purchased by the University being on this list. Each participating campus reserves the right to develop a list that best meets the need of their campus. The University also reserves the right to request bulk/truckload on certain items, as applicable, due to various market conditions.

8.0 Service Provider Price Audits:

- A. The University reserves the right to conduct Service Provider price audits. This process could require the Service Provider to provide historic invoice records requested by the University.

9.0 Line Items:

- A. The products listed in the Line Items Tab of the eBid system consist of commonly purchased stock items during the course of the past twelve (12) months. These line items do not reflect the only items that will be purchased under this contract. Quantities listed are estimated purchases within the past (12) months. The University does not guarantee future purchase of these products or quantities listed.
- B. The University of Nebraska will not be required to meet a minimum dollar amount for orders.

10.0 Discount Pricing:

- A. Discount pricing will be based on a fixed percent (%) discount off the most recent published catalog price list or current shelf price. The discount percentage will remain unchanged for the term of the contract. Discount pricing applies to all items procured by the University and not just to the line items contained in this bid. During contract period and upon request Service Provider will be required to furnish published price list or any requested parts thereof.
- B. Price Changes: The University requires a sixty (60) day advance notice of all price changes. These notifications must be accompanied by supporting documentation, outlining the change in cost to the Service Provider, and are subject to approval by the University. Consequently, Service Providers must be willing to share historical product pricing with the University, if requested, for future auditing purposes. All price decreases will be automatically passed on to the University.

11.0 Mailing Lists:

- A. The selling of any mailing list containing names of the University departments or staff is prohibited. Mailing of promotional items/materials may only be permitted with prior written approval by the University's Procurement Department.

EXHIBIT B PAYMENT/PRICING

Payment Schedule:

The University agrees to pay the Service Provider for all deliveries on an order-by-order basis. The Service Provider will invoice the University for completed/accepted deliveries. Payment terms are NET 30 days, which 30-day term begins accruing upon receipt of an accurate invoice by the University. Service Provider further agrees that if/when product returns and/or exchanges are deemed necessary by the University, regardless of invoice payment status, Service Provider will work with the University to accommodate such returns and/or exchanges whenever possible.

Pricing:

The products listed below are considered contracted items and pricing will remain firm for a minimum period of twelve (12) months from the effective date of this agreement. Products marked with an (*) are considered "special order items" at this time because the University does not procure enough of these products per month to meet minimum stock requirements. Service Provider will be researching these special order items for comparable items that are commonly stocked to present to the University of Nebraska as possible replacement items upon review/approval by the University, OR additional local companies to procure these same products to help resolve the minimum stock requirements for each of these items. In addition to these contracted items, the Service Provider will also offer additional discounted pricing of 10% off the most recent catalog price or current shelf price for all other Paper Products, Hard Goods, Chemicals and Equipment as described in the RFP documents that are procured through this contract.

PRODUCT SPECIFIED

HOME DEPOT PRO CATALOG ITEM NUMBER:

HOME DEPOT PRO CONTRACT PRICING/PACKAGING

PAPER PRODUCTS/HARD GOODS

<u>PRODUCT SPECIFIED</u>	<u>HOME DEPOT PRO CATALOG ITEM NUMBER:</u>	<u>HOME DEPOT PRO CONTRACT PRICING/PACKAGING</u>
*FLAT MICROFIBER PAD 11"-BLUE SPHERGO	HOS2504-SPH-MFP-11B	\$ 2.07 / EACH
*FLAT MICROFIBER PAD 11"-GREEN SPHERGO	HOS2504-SPH-MFP-11G	\$ 2.07 / EACH
*SPHERGO SURFACE CLEANING TOOL-MEDIUM	HOS2505-SPH-MST	\$ 8.94 / EACH
*SPHERGO TELESCOPING ALUMINUM HANDLE WITH SOCKET UP TO 62"	HOS2505-SPH-TPS	\$ 20.32 / EACH
BIGFOLD Z PREM C-FOLD PAPER TOWEL	GPT20887	\$ 34.34 / CASE (10 PACKS OF 220)
ENVISION PAPER TOWEL SINGLEFOLD 10.25X9.25 BROWN	GPT23504	\$ 19.45 / CASE (16 PACKS OF 250)
*GREEN LARGE MOP HEAD FOR PUBLIC AREAS	GSTAWM94LG	\$ 13.03 / EACH
*GREEN MEDIUM MOP HEAD FOR PUBLIC AREAS	GSTAWM94MG	\$ 10.65 / EACH
*ORANGE MEDIUM MOP HEAD FOR RESTROOMS	GSTAWM94MO	\$ 10.65 / EACH
KRAFT LINER, SANITARY NAPKIN DISPOSAL	HOSKL-260	\$ 11.22 / CASE (500)
INDIVIDUALLY WRAPPED TAMPAX TAMPONS - VENDING TUBE	HOST500	\$ 46.58 / CASE (500)
MAXITHIN PAD FOLDED - VENDING BOX	HOSMT-4	\$ 21.05 / CASE (250)
GLOVE FLOCK 12 INCH YELLOW LG	IMP8440L-90	\$ 1.00 / PAIR
GLOVE LATEX FLOCK 12"YEL MED	IMP8440M-90	\$ 1.00 / PAIR
GLOVES SYNTHETIC VINYL XL 10CS 100BX POWDER FREE SZ PF NAT	TRAVXL5201	\$ 28.80 / CASE (1000)
SCOTT TOWEL HARD ROLL 8x800 BRN 12/CS	KCC04142	\$ 55.04 / CASE (12)
SCOTT JRT JR JUMBO ROLL TISSUE 2000CT	KCC07223	\$ 34.61 / CASE (12)
3M 8541 DOODLEBUG BROWN N SCRUB STRIP PAD 4.625 INCH X 10 INCH	MMM08004	\$ 1.62 / EACH
PAD SCOURING SCOTCH BRITE GENERAL PURPOSE 96	MMM08293	\$ 1.92 / EACH
3M STRIPPER PAD 7200 20" BLACK	MMM08382	\$ 5.46 / EACH
3M BUFFER PAD 5100 20" RED	MMM08395	\$ 5.36 / EACH
PAD STRIPPER BROWN 7100 20 INCH	MMM08448	\$ 5.46 / EACH
PAD POLISH SUPER WHITE 4100 12 INCH	MMM08476	\$ 2.46 / EACH

PRODUCT SPECIFIED**HOME DEPOT PRO CATALOG
ITEM NUMBER:****HOME DEPOT PRO CONTRACT
PRICING/PACKAGING**

3M ERASER BURNISH PAD 3600 20"	MMM25858	\$ 6.02 / EACH
13" PUPLE DIAMOND STONE FLOOR PAD	MMM47946	\$ 21.67 / EACH
EASY SHINE KIT APPLICATOR	MMM55433	\$ 284.83 / EACH
PROTEAM-COACH-SCM1282 10-PER PACK-BACKPACK	PTE107314	\$ 0.87 / EACH
12" BLACK STRIPPER PADS	REN02010	\$ 1.11 / EACH
36-INCH MICRO FIBER MOP	REN03679-IB	\$ 3.90 / EACH
MICRO-FIBER HANDLE FOR 24IN 36IN 48IN FRAMES	REN03643-IB	\$ 3.78 / EACH
MICROFIBER TERRY CLOTH YELLOW 16X16	310695836	\$ 8.52 / PACK (12)
MICROFIBER TERRY CLOTH GREEN 16X16	310695751	\$ 8.52 / PACK (12)
MICROFIBER TERRY CLOTH RED 16X16	310695805	\$ 8.52 / PACK (12)
BRUSH-TILE GROUT	REN03967	\$ 0.78 / EACH
TOILET BOWL MOP WHITE	REN05137-IB	\$ 0.43 / EACH
MR. CLEAN MAGIC ERASER	308502857	\$ 5.47 / BOX (6)
COMPACT WHITE CORELESS HIGH CAPACTITY ROLL	GPT19374	\$ 38.72 / CASE (18)
RENOWN 45 GALLON 40X48 NATURAL CAN	REN14540-CA	\$ 24.60 / CASE (250)
ENVISION HARDWOOD PAPER TOWEL ROLL-BROWN 7.875"	SCARK350A	\$ 23.98 / CASE (12)
RENOWN 15 G. NATURAL 24 in. x 33 IN. 8 MIC CAN LINER	REN11510-CA	\$ 22.64 / CASE (1000)
SCOTT JUMBO ROLL JUNIOR WHITE CORELESS TOILET PAPER 2-PLY	KCC07006	\$ 40.41 / CASE (12)
SCOTT HARD ROLL PAPER TOWELS ABSORBENCY POCKETS	KCC25702	\$ 56.30 / CASE (6)
SCOTWOOD INDUSTRIES ROAD RUNNER ICE MELT 50LB BAG	810254	\$ 9.60 / EACH
DISPOSABLE MEDIUM BLUE NITRILE POWDER FREE EXAM GLOVES HOOKLESS 71 IN. x 74 IN. BEIGE PLAN WEAVE POLYESTER SHOWER CURTAIN	TRANMD5201BLU	\$ 4.08 / BOX (100)
RENOWN TRASH BAGS 38X58	HBH40PLW05	\$ 11.15 / EACH
RENOWN VINYL GLOVES	REN66024-CA	\$ 28.11 / CASE (100)
GP ENVISION BROWN ROLL TOWEL	TRAVMD5201	\$ 2.01 / EACH
RENOWN PINK SOAP	GPT26301	\$ 24.05 / CASE (6)
	REN02534	\$ 75.20 / CASE (2)

CHEMICALS

PUREBRIGHT GERMICIDAL BLEACH	KIK11008635042	\$ 17.22 / CASE (6)
ODOR ABSORBENT EATER (REPLACES NILOSORB)	REN03020-FR	\$ 39.34 / EACH
CLEAN BY PEROXY M/P CLNR GL	SPA0035-04	\$ 11.32 / EACH
STEP DOWN LOW ODOR STRIPPER GL	SPA0065-04-C	\$ 9.44 / EACH
PEROXY 4D	SPA1012-04	\$ 11.69 / EACH
TB-CIDE QUAT	SPA1021-12	\$ 1.95 / EACH
SPRAYBUFF MAINTAINER RTU QT	SPA3040-12	\$ 1.74 / EACH
LITE'N FOAMY WASH CITRUS FRESH	SPA3308-04	\$ 9.87 / EACH
GREEN SOLUTION RESTROOM CLEANER QT	SPA3503-12	\$ 1.94 / EACH
FLOOR FRONT GREEN SEAL HIGH GLOSS, LOW MAINTENANCE FLOOR FINISH	SPA4047-04	\$ 13.41 / EACH
UPPER LIMITS GALLON SIZED FLOOR FINISH	SPA4090-04	\$ 12.02 / EACH
CONSUME ECO-LYZER NEUTRAL DISINFECTANT	SPA3297-04	\$ 10.39 / EACH
PURELL 1250 ML FOAM HAND SANITIZER	GOJ5392-02	\$ 51.22 / CASE (2)
CHEWING GUM REMOVER 12 OZ	SPA6445	\$ 39.72 / CASE (12)
ECORE AIR CARE SYSTEM	SPA8084	\$ 375.22 / CASE (48)
HDQ NEUTRAL GERMICIDAL CLEANER	SPA1202-04-C	\$ 10.03 / EACH
PEROXY II FBC	SPA3535-12	\$ 21.57 / CASE (12)
PURELL SANITIZER HAND ALOE TFX 1200 ML	GOJ5457-04	\$ 46.81 / CASE (4)

<u>PRODUCT SPECIFIED</u>	<u>HOME DEPOT PRO CATALOG ITEM NUMBER:</u>	<u>HOME DEPOT PRO CONTRACT PRICING/PACKAGING</u>
RENOWN BAG IN BOX PINK LOTION HAND SP 800 MIL	REN02484	\$ 26.85 / CASE (12)
RENOWN FOAM CLEANSER 1250 MIL	REN02495	\$ 22.39 / CASE (3)
RENOWN SHAMPOO FOAM CLEANSER	REN02526	\$ 40.06 / CASE (3)
RENOWN LAUNDRY DETERGENT RT FRESH/CLEAN	REN05631-US	\$ 9.31 / EACH
RENOWN POWDER LAUNDRY DETERGENT 50 LB.	REN05648-48	\$ 35.41 / EACH
SD-20 ALL PURPOSE CLEANER	SPA0020-04	\$ 25.24 / CASE (4)
SHINELINE EMULSIFIER PLUS FLOOR STRIPPER	SPA0084-04	\$ 37.99 / CASE (4)
RJ 8 TILE/GROUT RESTROOM CLEANER	SPA7110-04	\$ 32.52 / CASE (4)
SPARTAN CHEMICAL COMPANY 1 GAL. LAUNDRY DETERGENT 3	SPA7003-04	\$ 10.28 / EACH
FOAMY Q A DISINFECTANT CLEANER 1 QT.	SPA3200-12	\$ 27.12 / CASE (12)
SPARTAN CHEMICAL CO. SPARCLING 1 QT. DISINFECTANT CLEANER	SPA7118-12-C	\$ 19.16 / CASE (12)
SPARTAN CHEMICAL CO. TOILET BOWL CLEANER	SPA3310-12	\$ 19.33 / CASE (12)
SPARTAN CHEMICAL GREEN SOLUTIONS 2 I INDUSTRIAL CLEANER	SPA3515	\$ 34.13 / CASE (4)
SPARTAN CHEMICAL GS 2 I NEUTRAL DISINFECTANT CLEANER	SPA3513	\$ 28.40 / CASE (4)
SPARTAN CHEMICAL CO. BIORENEWABLES 2 I GLASS CLEANER	SPA4835	\$ 36.62 / CASE (4)
SPARTAN CHEMICAL COMPANY 15 GAL. 2I CLEAN BY PEROXY	SPA4820	\$ 47.07 / CASE (4)
CONSUME 1 QT. ODOR ABSORBER	SPA3197-12	\$ 25.33 / CASE (12)
RJ8 RESTROOM CLEANER 1 QT.	SPA7110-12	\$ 24.84 / CASE (12)
PURELL INSTANT HAND SANITIZER 8OZ. PUMP BOTTLE	GOJ9752-12	\$ 37.86 / CASE (12)
WASP SPRAY-UNITED INDUSTRIES	750389	\$ 2.60 / EACH
SPARTAN CHEMICAL CR-2 14 OZ. ROACH AND ANT KILLER	814260	\$ 4.28 / EACH
GOJO MULTI GREEN HAND CLEANER, PRO TDX REFILL	GOJ7268-04	\$ 73.02 / CASE (4)
ISHINE 5 GAL. FLOOR FINISH PAIL	SPA4055-05	\$ 59.56 / EACH
SC JOHNSON MULTI SURGACE FLOOR FINISH PLUS SEALER	SCJ680075	\$ 48.50 / CASE (4)
SC JOHNSON HYPER CONCENTRATE FLOOR STRIPPER 1:8 to 1:24	SCJ680078	\$ 58.38 / CASE (6)
DIVERSEY OXIVIR TB	JWP4277285	\$ 39.57 / CASE (12)

TO: The Board of Regents Addendum VIII-B-2

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Letters of Intent for the University of Nebraska to join Big Ten Academic Alliance Master Collaborative Purchasing Agreement for Research and Laboratory Supplies and Equipment

RECOMMENDED ACTION: Approve four (4) letters of intent for the University of Nebraska system to enter into agreements with four (4) primary suppliers of research and laboratory supplies, as awarded by the Big Ten Academic Alliance Master Collaborative Purchasing Agreement

PREVIOUS ACTION: None

EXPLANATION: In accordance with its formal RFP process, in April 2018 the Big Ten Academic Alliance (BTAA), designated certain research and laboratory suppliers to participate in collaborative purchases through the BTAA, which provides price and other purchase advantages to the members of BTAA. Following evaluation by a panel of expert staff at the University of Nebraska, it is recommended that the University participate in the multiple supplier BTAA Master Collaborative Purchasing Agreement for Research and Laboratory Supplies and Equipment, effective January 1, 2020. Note that the University of Nebraska system is eligible to participate in this collaborative purchase agreement in conjunction with the University of Nebraska-Lincoln's affiliation with the BTAA.

The four (4) suppliers providing the collaboratively contracted prices and services for laboratory supplies and equipment to the University system are:

- Fisher Scientific LLC;
- VWR International, LLC;
- Neta Scientific, Inc., a certified minority-owned supplier; and
- DOT Scientific, Inc., a certified woman-owned supplier.

The BTAA agreement with these suppliers has a five (5) year term, with an option to renew for an additional three (3) year period.

This item has been reviewed by the Business Affairs Committee.

PROJECT COST: Estimated at approximately \$13 million annually

SPONSOR(S): Chris J. Kabourek
Vice President for Business and Finance | CFO

RECOMMENDED: 
Susan M. Fritz, Interim President
University of Nebraska

DATE: September 26, 2019

LETTER OF INTENT

By executing this Letter of Intent, the Participant or Affiliate (hereinafter “Participant”) listed below hereby agrees to abide by all of the requirements, duties and obligations set forth in the Agreement between Supplier (“Supplier”) and Big Ten Academic Alliance, Master Agreement Number 125, effective as of _____ (the “Agreement”). Participant is qualified by virtue of being listed on Attachment C of the Agreement as either a Participant, or Affiliate Institution. Supplier and the Participant agree that all transactions conducted between the parties will be pursuant to the terms of the Agreement.

The Purpose of this Letter of Intent is to identify the applicability of the Agreement, and to further define any unique logistical arrangements, or additional terms and conditions agreed upon by both parties.

1. If there is an existing agreement in place with Supplier, by entering into this Group Designation Form, the Participant agrees that unless specifically accepted herein, the existing agreement is terminated with respect to the Participant and the Participant agrees to cease purchasing under the existing agreement as a condition to this Agreement.
2. The following specific Institutions will be making purchases under the terms of this Letter of Intent:
 - 2.1. The Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska, which is comprised of four separate campuses: University of Nebraska-Lincoln (UNL); University of Nebraska-Kearney (UNK); University of Nebraska-Omaha (UNO); and University of Nebraska Medical Center (UNMC).
3. Participant and Supplier may enter into agreements outside of the scope of the Agreement; provided however, such agreements will be in writing, and the terms and conditions of such agreements will stand alone and the terms and conditions of this Agreement will not apply to such other agreements.
4. By signing below, Participant agrees that in issuing purchase orders under the Agreement, all transactions under the Agreement will be governed by the terms of the Agreement and not by any terms of any purchase order or invoice between Participant and Supplier. Participants primary contact and alternate contact will be as follows:

Participant’s primary contact	Participant’s alternate contact
Sydney Zach	Maggie Witt
Sourcing Specialist, Scientific	Director, Procurement & Strategic Sourcing
1700 Y Street, Lincoln, NE 68588	1700 Y Street, Lincoln NE 68588
402-472-6308, sydney.zach@unl.edu	402-472-3609, mwitt@nebraska.edu

The primary contact and alternate contact may be changed by the Participant upon written notice to the Supplier.

5. Participant and Supplier agree to the following terms and conditions that are additionally required by law for Participant to legally contract for the goods and services provided in the Agreement:
 - 5.1. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
 - 5.2. Indemnification. To the extent Section X (“Work on Other Party’s Premises”) of the Agreement requires Participant to indemnify Supplier, it is understood by the parties that in Participant’s opinion, the provisions of this section may be unconstitutional and/or illegal under the Nebraska State Constitution, Article 13, Section 3, and Participant may assert such unconstitutionality and/or illegality as a theory in litigation, despite assent to the remainder of this Agreement.
 - 5.3. Work Status Verification. Supplier and its subcontractors shall use a 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.
 - 5.4. Taxpayer Transparency Act. Pursuant to Nebraska’s Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01), as may be amended), Participant is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Supplier to notify Participant of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.
 - 5.5. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
 - 5.6. Conflict of Interest. No article or service shall be purchased from any Participant faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Supplier certifies, to the best of its knowledge

and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide a disclosure statement to the Participant which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, Participant may declare this Agreement void and of no further force or effect and Participant shall have no further obligations hereunder.

6. Participant and Supplier agree to the terms in the eProcurement agreement attached hereto and incorporated herein as Addendum No. 1 addressing Participant's requirements for conducting electronic commerce.
7. Participant and Supplier agree to the following unique operating arrangements necessary to service the Participant account(s): [Reserved]
8. This Letter of Intent and the Agreement sets forth the entire agreement between the parties as to the subject matter set forth herein.
9. Any amendment or modification of this Letter of Intent must be made in writing and signed by duly authorized representatives of each party.

Intending to be legally bound, the parties have executed this Letter of Intent to be effective as of the date set forth above.

ACCEPTED BY PARTICIPANT:

The Board of Regents of the University
of Nebraska

Signature

Susan M. Fritz

Printed Name

Interim President

Title

Attest:

Carmen K. Maurer, Corporation Secretary

ACCEPTED BY SUPPLIER:

Fisher Scientific LLC, a global subsidiary of
Thermo Fisher Scientific

Signature

Gary Galuzzi

Printed Name

Vice President of Sales

Title

Please send an executed copy of this document to jeff.oberg@btaa.org.

LETTER OF INTENT

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3. Participant and Supplier may enter into agreements outside of the scope of the Agreement; provided however, such agreements will be in writing, and the terms and conditions of such agreements will stand alone and the terms and conditions of this Agreement will not apply to such other agreements.
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Participant’s primary contact	Participant’s alternate contact
Sydney Zach	Maggie Witt
Sourcing Specialist, Scientific	Director, Procurement & Strategic Sourcing
1700 Y Street, Lincoln, NE 68588	1700 Y Street, Lincoln NE 68588
402-472-6308, sydney.zach@unl.edu	402-472-3609, mwitt@nebraska.edu

The primary contact and alternate contact may be changed by the Participant upon written notice to the Supplier.

5. Participant and Supplier agree to the following terms and conditions that are additionally required by law for Participant to legally contract for the goods and services provided in the Agreement:
 - 5.1. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
 - 5.2. Indemnification. To the extent Section X (“Work on Other Party’s Premises”) of the Agreement requires Participant to indemnify Supplier, it is understood by the parties that in Participant’s opinion, the provisions of this section may be unconstitutional and/or illegal under the Nebraska State Constitution, Article 13, Section 3, and Participant may assert such unconstitutionality and/or illegality as a theory in litigation, despite assent to the remainder of this Agreement.
 - 5.3. Work Status Verification. Supplier and its subcontractors shall use a 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.
 - 5.4. Taxpayer Transparency Act. Pursuant to Nebraska’s Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01), as may be amended), Participant is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Supplier to notify Participant of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.
 - 5.5. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
 - 5.6. Conflict of Interest. No article or service shall be purchased from any Participant faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb.

Rev. Stat., §§ 49-1493 through 49-14,104. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide a disclosure statement to the Participant which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, Participant may declare this Agreement void and of no further force or effect and Participant shall have no further obligations hereunder.

6. Participant and Supplier agree to the terms in the eProcurement agreement attached hereto and incorporated herein as Addendum No. 1 addressing Participant's requirements for conducting electronic commerce.
7. Participant and Supplier agree to the following unique operating arrangements necessary to service the Participant account(s): [Reserved]
8. This Letter of Intent and the Agreement sets forth the entire agreement between the parties as to the subject matter set forth herein.
9. Any amendment or modification of this Letter of Intent must be made in writing and signed by duly authorized representatives of each party.

Intending to be legally bound, the parties have executed this Letter of Intent to be effective as of the date set forth above.

ACCEPTED BY PARTICIPANT:

The Board of Regents of the University
of Nebraska

ACCEPTED BY SUPPLIER:

VWR International, LLC, part of Avantor

Signature

Susan M. Fritz

Printed Name

Interim President

Title

Signature

Printed Name

Title

Attest:

Carmen K. Maurer, Corporation Secretary

Please send an executed copy of this document to jeff.oberg@btaa.org.

LETTER OF INTENT

By executing this Letter of Intent, the Participant or Affiliate (hereinafter “Participant”) listed below hereby agrees to abide by all of the requirements, duties and obligations set forth in the Agreement between Supplier (“Supplier”) and Big Ten Academic Alliance, Master Agreement Number 125, effective as of _____ (the “Agreement”). Participant is qualified by virtue of being listed on Attachment C of the Agreement as either a Participant, or Affiliate Institution. Supplier and the Participant agree that all transactions conducted between the parties will be pursuant to the terms of the Agreement.

The Purpose of this Letter of Intent is to identify the applicability of the Agreement, and to further define any unique logistical arrangements, or additional terms and conditions agreed upon by both parties.

1. If there is an existing agreement in place with Supplier, by entering into this Group Designation Form, the Participant agrees that unless specifically accepted herein, the existing agreement is terminated with respect to the Participant and the Participant agrees to cease purchasing under the existing agreement as a condition to this Agreement.
2. The following specific Institutions will be making purchases under the terms of this Letter of Intent:
 - 2.1. The Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska, which is comprised of four separate campuses: University of Nebraska-Lincoln (UNL); University of Nebraska-Kearney (UNK); University of Nebraska-Omaha (UNO); and University of Nebraska Medical Center (UNMC).
3. Participant and Supplier may enter into agreements outside of the scope of the Agreement; provided however, such agreements will be in writing, and the terms and conditions of such agreements will stand alone and the terms and conditions of this Agreement will not apply to such other agreements.
4. By signing below, Participant agrees that in issuing purchase orders under the Agreement, all transactions under the Agreement will be governed by the terms of the Agreement and not by any terms of any purchase order or invoice between Participant and Supplier. Participants primary contact and alternate contact will be as follows:

Participant’s primary contact	Participant’s alternate contact
Sydney Zach	Maggie Witt
Sourcing Specialist, Scientific	Director, Procurement & Strategic Sourcing
1700 Y Street, Lincoln, NE 68588	1700 Y Street, Lincoln NE 68588
402-472-6308, sydney.zach@unl.edu	402-472-3609, mwitt@nebraska.edu

The primary contact and alternate contact may be changed by the Participant upon written notice to the Supplier.

5. Participant and Supplier agree to the following terms and conditions that are additionally required by law for Participant to legally contract for the goods and services provided in the Agreement:
 - 5.1. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
 - 5.2. Work Status Verification. Supplier and its subcontractors shall use a 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.
 - 5.3. Taxpayer Transparency Act. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01), as may be amended), Participant is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Supplier to notify Participant of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.
 - 5.4. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
 - 5.5. Conflict of Interest. No article or service shall be purchased from any Participant faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide a disclosure statement to the Participant which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, Participant may declare this Agreement void and of no further force or effect and Participant shall have no further obligations hereunder.

6. Participant and Supplier agree to the terms in the eProcurement agreement attached hereto and incorporated herein as Addendum No. 1 addressing Participant's requirements for conducting electronic commerce.
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ACCEPTED BY PARTICIPANT:

The Board of Regents of the University
of Nebraska

ACCEPTED BY SUPPLIER:

Neta Scientific, Inc.

Signature

Susan M. Fritz
Printed Name

Interim President
Title

Signature

Eric Toatley
Printed Name

Vice President of Operations
Title

Attest:

Carmen K. Maurer, Corporation Secretary

Please send an executed copy of this document to jeff.oberg@btaa.org.

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Sourcing Specialist, Scientific	Director, Procurement & Strategic Sourcing
1700 Y Street, Lincoln, NE 68588	1700 Y Street, Lincoln NE 68588
402-472-6308, sydney.zach@unl.edu	402-472-3609, mwitt@nebraska.edu

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ACCEPTED BY PARTICIPANT:

The Board of Regents of the University
of Nebraska

ACCEPTED BY SUPPLIER:

DOT Scientific, Inc.

Signature

Susan M. Fritz

Printed Name

Interim President

Title

Signature

Printed Name

Title

Attest:

Carmen K. Maurer, Corporation Secretary

Please send an executed copy of this document to jeff.oberg@btaa.org.

TO: The Board of Regents Addendum VIII-B-3
Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Prime supplier agreements for food and related Items for the University of Nebraska – Lincoln (UNL)

RECOMMENDED ACTION: Approve agreements designating US Foods Inc. and Greenberg Fruit Company as prime suppliers of food and related items for UNL

PREVIOUS ACTION: None

EXPLANATION: In accordance with an award following a formal RFP bid process, UNL proposes to contract with US Foods Inc. (broad-based foods and related products) and Greenberg Fruit Company dba Demma Fruit (fresh produce).

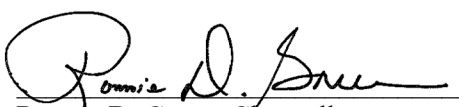
The contracts, effective January 1, 2020, each have a term of three (3) years, with options to renew for two (2) additional 1-year periods.

This item has been reviewed by the Business Affairs Committee.

PROJECT COST: Estimated at \$6 million annually for US Foods, Inc. and at \$1.1 million annually for Greenberg Fruit Company

SOURCE OF FUNDS: Auxiliary Funds (e.g. Housing, Athletics, Children’s Center)

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED: 
Ronnie D. Green, Chancellor
University of Nebraska–Lincoln

DATE: September 26, 2019

**AGREEMENT BETWEEN THE
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
AND
GREENBERG FRUIT COMPANY**

This Agreement sets forth the terms between The Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska, having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and Greenberg Fruit Company (dba Demma Fruit) having an address at 9705 I Street, Omaha NE, 68127 (the "Provider") with regard to the performance by Provider of the services/deliverables contemplated herein and in reference to Bid # 3112-19-5010.

RECITALS

WHEREAS, the University desires to obtain the services/deliverables of the Provider; and

WHEREAS, the Provider claims to have expertise and experience to provide such services/deliverables for the University;

THEREFORE, the University and the Provider hereby agree to the following terms, obligations and conditions:

1. Description of Services/Deliverables. The Provider agrees to provide the deliverables identified in Exhibit A, as further clarified in Exhibit B, both of which are attached hereto and incorporated herein. The Provider agrees to perform to the satisfaction of the University during the term of this Agreement. The attachments, appendices, addendums, any exhibits and schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

2. Payment. In full consideration for the services/deliverables performed by the Provider under this Agreement, the University shall pay or cause to be paid to the Provider the invoiced amount on an order-by-order basis consistent with the terms in Exhibit C, attached hereto and incorporated herein. The Provider will invoice the University for completed deliveries and payment terms are NET 30 days, which 30-day term begins accruing upon receipt of an accurate invoice by the University. Provider further agrees that if/when product returns and/or exchanges are deemed necessary by the University, regardless of invoice payment status, Provider will work with the University to accommodate such returns and/or exchanges whenever possible. The Provider agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct such taxes from any payments to the Provider hereunder, unless required by law.

3. Term. The term of this agreement shall begin on January 1, 2020 and remain in place for three year(s) (36months). The contract may be renewed, by mutual agreement of both parties, in writing for two

(2) additional one (1) year periods upon completion of the initial base contract period, provided written mutual concurrence of both parties is exercised in writing at least ninety (90) days prior to the expiration of the existing contract. The length of the contract in its entirety will not exceed five (5) years. The University of Nebraska reserves the right to contract certain work as needed to provide emergency or timely services, the introduction of new technology and/or as a result of general market conditions.

4. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University or non-written information and data disclosed by the University that is identified at the time of disclosure to the Provider as confidential and is reduced to writing and transmitted to the Provider within thirty (30) days of such non-written disclosure. The Provider agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3) years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Provider, or that is hereafter supplied to the Provider by a third party without restriction.

5. Ownership of Work Product and Intellectual Property Rights. The Provider shall have no interest in the services/deliverables provided under this Agreement, and the University shall be the sole owner of all such services/deliverables, including all works authored, produced, developed or reduced to practice by the Provider during its' performance of the services/deliverables (the "Work Product").

Furthermore, the University shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. The University shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Provider hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to the University, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Provider hereby grants to the University the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. The Provider also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the Provider's services and Work Product. This provision shall survive the termination of this Agreement.

6. Termination. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, the University shall promptly pay the Provider for all services rendered and costs incurred up to and including the effective date of termination.

7. Representations and Warranties. The Provider represents and warrants that in performing the services it will not be in breach of any agreement with a third party. The Provider also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the services. The Provider agrees to hold University and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the services or any use of the Work Product.

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

8. Independent Provider. The Provider is an independent provider and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.

9. Liability. Provider agrees to indemnify and hold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind arising out of or in connection with the Work Product provided by the Provider.

10. Insurance. The Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Provider and its agents and/or employees while engaged in or preparing for the provision of the Services/deliverables. The Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

11. Assignment. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

12. Amendment. This Agreement constitutes the entire understanding between the Provider and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Provider and an authorized representative of the University.

13. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

14. Conflict of Interest. No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.

15. Personal Use Prohibited. University funds shall not be expended for articles or services which are for the personal use of staff or faculty members.

16. Work Status Verification. The Provider and its subcontractors shall use a 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.

17. Debarment List. No contract shall be awarded to any Provider/Bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Provider/Bidder specifically warrants and represents that it is not included on the Debarment List. Provider/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Provider.

18. Change Proposals. Material changes in scope, rush delivery, rework of items already approved or requests for additional revision cycles, services and/or deliverables beyond those listed herein hereafter known as change orders, shall not be effective until authorized representatives of both Parties execute a mutually acceptable written change order to this Agreement. Any fees arising from change orders,

additional services, or deliverables not reflected herein will be invoiced upon completion. Change orders agreed to by email shall be valid and enforceable as if made part of this Agreement.

19. Taxpayer Transparency Act. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Provider to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.

20. Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). If applicable, this Provider and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime Providers and subcontractors to employ and advance in employment qualified protected veterans.

21. SECTION 503. If applicable, this Provider and any subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Providers to employ and advance in employment qualified individuals with disabilities.

22. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

23. Logos or University Marks. The Provider shall not use or display any University campus name, logo, trademark, servicemark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.

24. Right to Audit Privilege. The University reserves the right to audit or inspect work performed by the Provider under this Agreement. The University may participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services/deliverables related to this agreement have been performed in accordance to the procedures indicated.

25. Continuation of Services. Provider agrees to continue to honor its ongoing obligations under this Agreement without interruption in the event of a bona fide dispute concerning payment or a dispute concerning any provision of this Agreement which may include time spent negotiating renewals.

26. Purchase Order Requirement. A Purchase Order shall be issued by the University to the Provider for payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Provider

shall make reference to the appropriate Purchase Order number to be eligible for payment.

27. Compliance. Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services/deliverables.

28. Order of Priority. The order of priority of the documents that form this Agreement is: first, duly executed amendments to the Agreement (to the extent not superseded by a subsequent amendment), second, this Agreement, including incorporated exhibits, third, University of Nebraska-Lincoln RFP# 3112-19-5010-PRIME SUPPLIER CONTRACT - Food and Related Items including Specialty Items (the "RFP"), and fourth, Greenberg Fruit Company (Demma Fruit Company) response dated August 5, 2019.

Notice. Any notice to either party hereunder shall be in writing and shall be sent via mail to the following individuals:

To the Provider:

Name: Brent Bielski
Address: 9705 I Street
City, State, Zip: Omaha, NE 68127
Email: brent@greenbergfruit.com
Phone: 40.415.6969

To the University:

Name: Sara K Luther
Address: University of Nebraska-Lincoln
Procurement Services
1700 Y Street
City, State, Zip: Lincoln, NE 68588-0645
Email: sara.luther@unl.edu
Phone: 402-472-2218

Greenberg Fruit Company:

By: _____

Printed Name: _____

Title: _____

The Board of Regents of the University of Nebraska:

By: _____
Susan M. Fritz, Interim President

Attest: _____
Carmen K. Maurer, Corporation Secretary

EXHIBIT A SCOPE OF WORK

Description of the Goods and Services:

Provider will provide goods and services as a Prime Supplier of Food and Related Items as the specialty produce distributor. Additional providers may be awarded specialty distribution contracts for Bread and Dairy, as well as a broadline distributor. The University may choose to order any specialty items through the broadline distributor at the discretion of the campus department.

The University reserves the right to add or delete products from the contract during the contract period should such additions or deletions be deemed to be in the University's best interest.

This is not an exclusive contract where all products are to be purchased from one sole supplier, however, the University's intent is to purchase the majority of all products from one or more primary suppliers, when possible.

Exceptions:

The University reserves the right to bid additional categories when deemed in the best interest of the University.

Every effort will be made to purchase all covered items from the Provider. The University may in a separate process, identify a secondary supplier (or suppliers), to provide emergency deliveries, will call service and items not available from the Provider.

Product Specifications:

U.S. Grade "A" on all items unless indicated otherwise.

The Provider will not be allowed to change product brand or code numbers in the University's order guide without a minimum three (3) week notification of such a change. In the event the Provider is considering changing from one brand to another (of a like item), the University will be notified and a sample of the proposed item will be delivered (accompanied with nutritional and ingredient information) to the University for testing. The University will notify the Provider if the new item is acceptable. In the event the new item is not acceptable to the University, the current item stocked and listed in the order guide will continue to be stocked by the Provider for use by the University.

A procedure must be in place with the Provider's Account Representative to report, resolve and arrange for credit and pick up of any deficient products.

At the beginning of the contract, the University anticipates the need for a number of product testing's to evaluate the quality level of stock items for purchase. These testing's will be performed by the University with the assistance of the Provider, if requested.

All samples requested will be provided at no charge to the University.

Proprietary Items:

Whenever possible, the University will use a product currently stocked by the Provider, but reserves the right to require the Provider to add a proprietary product to its inventory. The Provider agrees to do so at the discretion of the University. Proprietary items will be defined as specifically requested and ordered for the

EXHIBIT A SCOPE OF WORK

University's personal use. Proprietary items include but are not limited to the following: special print cups, special print napkins, special print carry-out containers and other specified food products.

Special print proprietary items are for the sole use of the University and will not be available for resale by the Provider to anyone other than the University. There shall be no minimum monthly usage nor any additional charges for items brought into stock for the sole use of the University. In the event the University decides to discontinue using a proprietary item, the University will notify the Provider and make arrangements to deplete the existing inventory of that item.

The mark-up price for proprietary items will be the same as any regularly stocked item per the agreed upon percent mark-up over cost matrix contained within Exhibit C of the Agreement.

Special Order Items:

The University will notify the Provider in advance of the need for a special order item and will indicate the amount needed for the initial purchase and an estimated monthly usage thereafter. A special order item is defined as an item not currently stocked by the Provider due to usage. The mark-up price for special order items will be the same as any regularly stocked item per the agreed upon percent mark-up over cost matrix contained within Exhibit C of the Agreement.

Product Specification:

The University has complete authority pertaining to the specifications and brands of all products used. However, the Provider will assist in the selection and evaluation of new products, especially those which would result in cost savings to the University.

Product Specialists:

The Provider will, upon request by the University, arrange for the University to have direct access to product specialists in areas such as recipe development, merchandising, baking, beverages, culinary arts, and produce. The Provider's specialist will, upon request by the University, provide expertise and training in these areas to improve the services provided by the University.

Account Representative:

Provider shall identify an individual as the Account Representative. This Account Representative will be the primary interface between the University and the Provider. This individual shall have a minimum of three (3) years' experience in the food industry and have a demonstrated ability to service this account. This individual is an outside resource for communication between the University, Suppliers, Brokers, and Product Manufacturers. Activities associated with the Account Representative will include, but are not limited to the following:

- Facilitate the flow of new product ideas with UNL Food Service Management and other campus departments utilizing the contract.
- Coordinate with the University the selection and approvals of substitute items.
- Communicate with the University to identify potential product conversions from special order status to regular stock classification.
- Meet with University user departments when potential problems exist for purposes of identifying problems and determining solutions.
- Monitor backorders and assure the Provider complies with rapid fills of all backorders.

EXHIBIT A SCOPE OF WORK

- Account Representative will be responsible for furnishing nutritional information, ingredient information and child nutrition information for all sample products presented to the University. This information is to be in written form and must accompany the sample at the time of delivery.

The Account Representative will arrange for two meetings per year with Provider's upper management personnel, UNL's Contract Administrator and UNL's dining service management and other campus department contract users. The purpose of these meetings will be to review past performance of the Provider, address areas of concern by the University, discuss future needs, and other sharing of information. Additional meetings will be scheduled as deemed necessary.

Customer Service Coordinator:

The Provider shall designate an individual as the Customer Service Coordinator to provide customer service support. This individual shall be an in-house employee that will be available to assist University personnel on a day-to-day, hour-to-hour basis. This individual shall have a minimum of two (2) years' experience in the food industry and have a demonstrated ability to service this account. Activities associated with the Customer Service Coordinator include but are not limited to the following:

- Must be available during industry business hours, Monday through Friday to assist the University with ordering of warehouse stock items and special-order requests.
- Notify University ordering personnel when out of stock situations arise and assist with filling of order with suitable substitute items.
- Coordinate the delivery or pick-up of orders when such requests arise.
- Provide computer support service.

The University reserves the right to effect a change in the Account Representative and the Customer Service Coordinator assigned to this account, if his/her performance is deemed unsatisfactory. The Account Representative and the Customer Service Coordinator can be the same person as long as they can perform the duties of both positions.

Online Order Entry:

The Provider will grant access to an online ordering system for computer order entry and app for order entry on mobile devices, utilized by all dining service providers on campus.

Online Ordering System & Mobile App: A full service, online ordering system, which is secure, shall be provided by the Provider at no charge to the University. As upgrades to the Provider's existing online order entry system happen during the contract period, the upgraded system must be made available to the University at no additional charge. The system and mobile app must have secure password protected accounts with user-friendly search capabilities by category, product description, product number, and brand or manufacturer number. Users must also have the ability to download or print an order confirmation once an order is transmitted that displays any out of stock items or other problems with the order.

Reports:

The Provider shall provide computer generated reports as required by the University. These reports must be specific to individual UNL food services facilities, as well as total purchases by the Housing Department, Athletics, Children's Center or other University departments. The following are examples of reports that the University must be capable of accessing online and downloadable to an excel spreadsheet:

EXHIBIT A SCOPE OF WORK

1. Dollar amount report by week, month and year to date. Other fiscal reports for other time frames as requested by the University, i.e., every five (5) weeks to correspond to a five (5) week menu cycle.
2. Usage reports (cases, bags, pounds, etc.) of specific products purchased by the week, month, year to date, and other time frames as needed by the University.
3. Usage figures for a specific brand or by manufacturer for a specified time frame for tracking rebates and other promotional programs.
4. Monthly and year to date reports of all “emergency orders.” This report should indicate the frequency of “emergency orders” dollar amounts and number of cases ordered by each UNL facility.
5. Monthly and year to date reports of all “will call” orders. This report should indicate the frequency of “will call” orders, dollar amounts and number of cases ordered by each UNL facility.

Fill Rates:

Fill rates for orders should be maintained at 95% or higher and will be reviewed at the University’s discretion. For the purposes of this contract, fill rate will be defined as the total number of cases delivered divided by the total number of cases ordered. Pre-approved substitutions for out of stock items will not be considered as filled for fill rate calculations.

Substitute items must be clearly identified on the delivery/billing invoice as a “substitute” item. Out of Stock items must be indicated on delivery/billing invoices.

Deliveries and Delivery Locations:

The following UNL Food Service Facilities will require deliveries. Occasionally, food deliveries will need to be made to other UNL locations for special events. The following delivery locations will be regularly scheduled deliveries:

- Harper Food Service 140 North 14th Street Lincoln, NE 68588
- Abel Food Service 860 North 17th Street Lincoln, NE 68588
- Selleck Food Service 600 North 15th Street Lincoln, NE 68588
- Cather Food Service 527 North 17th Street Lincoln, NE 68588
- Nebraska Training Table West Stadium, Gate #3 Lincoln, NE 68588
- East Student Union East Campus Lincoln, NE. 68583
- Memorial Stadium Central Concessions Lincoln, NE 68588
- Devaney Sports Center Central Concessions Lincoln, NE 68588
- University Dairy Store Food Industries Complex Lincoln, NE 68583
- UNL Children’s Center 2225 “W” Street Lincoln, NE 68588

Multiple account numbers shall be provided for each unit. The following is a list of the current accounts. The University may add additional accounts as no additional cost over the life of the contract.

- | | |
|----------------------------|------------------------|
| • Abel C-Store | • Cather C-Store |
| • Abel Hall | • Cedar Point |
| • Campus Recreation | • Cedar Point Employee |
| • Campus Recreation Center | • Child Care |
| • Cather Pound/Neihardt | • Dairy Store |

EXHIBIT A SCOPE OF WORK

- Dairy Store @ Nebr.
- Dept of Psychology
- Harper/Schramm/Smith
- Hospitality Mgt
- Info Desk-City Union
- Knoll C-Store
- Lewis Training Table
- NCTA-Cafeteria
- NCTA/Deli
- NCTA/Facilities
- NCTA/Vet Tec
- Nebr East Union
- Nutrition
- Outdoor Adventures
- Ruth Staples Child Dev.
- Selleck Express
- Selleck Quadrangle
- Sports Center
- Stadium
- The Production Center
- Union Crossing
- Utility Service
- Food Stores
- CCFL Kearney Training
- Village Market
- Willa Cather Dining Center

The possibility exists where delivery locations may increase or decrease during the term of the contract. In either event, the Provider will make delivery of products to all UNL delivery locations on the East Campus and City Campus.

Delivery hours will be 6:00 a.m. to 11:00 a.m. Monday through Friday, with the exception of the UNL Children's Center, which will be 6:00a.m. to 9:00 a.m. Monday through Friday. The delivery rotation for the Dining Services facilities will be negotiated at a later date, but prior to the beginning of the contract start date. Regardless of the delivery schedule, the delivery hours will remain firm between the hours of 6:00 a.m. and 11:00 a.m., with the exception of Dark Drops (defined below).

In the event late deliveries occur, the Provider will provide any overtime pay incurred by any University receiving personnel. The University will provide a listing of the various receiving personnel's schedules and their overtime rate of pay. When such situations occur, the University will bill the Provider for the overtime involved by deducting an appropriate amount from a future unpaid invoice.

If the Provider fails to deliver an order, the Provider shall take corrective action by either making a special delivery to the University facility by arranging for delivery by an alternate provider, or by making other satisfactory arrangements with the University's ordering department. The Provider shall incur any cost difference between the price of the originally ordered products and those of an alternate provider.

Dark Drops:

UNL Housing Dining Services locations and the East Campus Student Union will require Dark Drop deliveries (deliveries made in the middle of the night between the hours 1:00 a.m. and 6:00 a.m. Mondays, Tuesdays, Wednesdays, Thursdays and Fridays).

When delivering during Dark Drop hours, the driver will be required to place products in a predetermined area inside the building. Delivery person will leave the delivery / billing invoice with the order. After the University staff report for duty, they will verify products actually delivered against the delivery invoice for accuracy. Any delivery errors or damaged product will be noted on the delivery invoice and the Provider will be notified.

EXHIBIT A SCOPE OF WORK

Any errors or damaged product discovered will be corrected by the Provider with either a credit memo or replacement of product that a.m. per the ordering department's request.

Other Delivery Locations:

The University of Nebraska-Lincoln has three other food service operations outside of the Lincoln, NE area. The food service operation and their locations are as follows:

Nebraska College of Technical Agriculture
(NCTA)
(Requires delivery during academic year)
404 East 7th Street
Curtis, NE 69025

Cedar Point Biological Station
(Only open May, June, July)
Lake Ogallala
Ogallala, NE

4-H Camps: (Requires deliveries off and on during the year – spring & fall busiest time)

Eastern Nebraska 4-H Center
21520 West Hwy 31
Gretna, NE 68028

South Central 4-H Center
70734 Corps Road 24
Republican City, 68971

State 4-H Camp
West Hwy 2 and Forest Rd
Halsey, NE 69142

The Provider will provide the above food service operations with deliveries. (weekly delivery schedule would be negotiated and agreed upon prior to start date of contract).

Delivery Personnel:

Delivery personnel will deliver and off load all products to a specified area at each of the food service delivery locations. The Provider will be responsible for providing any equipment needed to complete the delivery process. The Provider's delivery person is required to wait for the order to be received by a designated University employee. All delivery invoices will be verified and signed by a designated University employee, with credits, shortages, or damage noted on the original delivery invoice. If deliveries are a Dark Drop the driver will sign the delivery invoice and it will be verified by the University during regular business hours.

This signature will only indicate that the order has been received, and that the items actually delivered agree with the delivery invoice. This signature does not indicate that all items were received in good condition or that there is not possible hidden damage.

The Provider shall stack pallets/skids, make all deliveries in such a manner that will reduce shifting of cases on delivery truck during transportation, and minimize crushed or damaged cases/products. To facilitate reducing check in time for orders, the Provider will load products on pallets/skids with the product description label on cases facing to the outside.

Provider's delivery vehicle is required to have appropriate storage areas for dry products, refrigerated products, and frozen products. Products shall be maintained at their proper temperature throughout their staging, loading, transport, and delivery process. Ideally, delivery vehicles will have divided compartments that will maintain the appropriate temperature for storage and transportation of dry goods, refrigerated items, and frozen items.

EXHIBIT A SCOPE OF WORK

All Provider facilities and delivery vehicles must conform with local, state and federal rules and regulations regarding sanitation and are subject to inspection by University or other officials at the discretion of the University. Provider's delivery personnel will comply with all City of Lincoln driver safety and traffic laws. The Provider's driver must be bonded and documentation will be provided to the University upon request.

For deliveries to the University, Provider delivery personnel will be in uniform with company and individual's name visible. All delivery personnel are required to obtain a University Affiliate ID card and Housing ID card for building access. The University charges a \$10.00 fee for each card, and each driver, substitutes included, must have their own ID card.

Delivery Error:

In the event the Provider fails to deliver an order, delivers products in error, or delivers a product that does not meet the quality standards of the University, the Provider will take corrective action by either making a special delivery to the ordering facility or by arranging for delivery from another Provider.

Change In Delivery Personnel

The University reserves the right to change delivery personnel if problems arise with existing delivery personnel.

Facilities and Delivery Vehicles Cleanliness

Provider's facilities and delivery vehicles must conform with local, state and federal sanitation rules and regulations. Provider's facilities and delivery vehicles are subject to inspection by the University or other officials at the discretion of the University.

In the event the Provider contracts out their delivery service, Provider will maintain full responsibility for the timeliness of deliveries, order completeness, damaged products, etc.

Substitute Items:

A onetime approved substituted item does not automatically become identified as an acceptable substitution for future out of stock situations. Each time a substitute item needs to replace an out of stock item, the Provider's Customer Service Coordinator will be required to receive authorization from the University ordering department prior to making the substitution. The substitute item will be priced at the same cost as the original item ordered. In the event the substitute item cost less than the original ordered item, the University will be charged at the lower price. Substitute items must be clearly identified on the delivery/billing invoice as a substitute item.

The University will assign a representative from each of the ordering food service facilities to perform ordering functions. Substitutions will not be made without the University's prior approval.

If the Provider is unable to deliver a regularly stocked item and a substitute item is unacceptable to the ordering facility, the University customer has the right to purchase the item from another supplier. If the price of the item is more than the Provider's price, the Provider will reimburse any additional costs to the UNL ordering facility.

EXHIBIT A SCOPE OF WORK

Delivery Invoice / Billing Invoice:

The delivery invoice and the billing invoice are one in the same. All deliveries will be accompanied by an itemized delivery invoice, in duplicate. The delivery invoices will be required to include the following:

- Name of the ordering food service facility
- Ordering facilities customer account number
- Company product stock numbers
- Product description and pack size (each, dozens, package, bag, etc.)
- Unit cost, cost extension and total charges
- ANY substitutions must be noted on the invoices

EXHIBIT B

ADDITIONAL CLARIFICATIONS PROVIDED BY GREENBERG FRUIT CO.

1. Case Minimums to Stock an Item:

Minimums apply to all University of Nebraska Lincoln locations as a whole. Regardless of which facility or where located, Provider has never and does not have a minimum for University deliveries. In addition, stock item minimums are 5 (five) cases per week for all UNL facilities as a whole.

2. Details description of a driver processed credit at time of delivery:

Drivers have credit books with them at all times and have permission to issue a credit for a return at time of delivery, a pick-up item, or a short item. The credit is signed by the driver and a yellow copy is left with the University. Any item picked up, returned, or shorted is accounted for by an immediate issuance of credit at time of delivery. The credit is not a request for credit or anything to be determined later; it is a credit which may immediately be applied to the University's account.

3. Weather-related delays – Notification Process

Provider is fortunate to be located less than 50 miles from the University of Nebraska-Lincoln via Interstate 80. If for some reason there is a weather-related delay, we would send out an email to each UNL facility and foodservice systems' managers before 10:00 pm the evening prior, followed by a phone call to each facilities' respective manager. Phone updates would also be provided hourly to the above-mentioned personnel.

4. Picking Process: at the warehouse, palletizing process, loading of trucks, unloading process at delivery point

All orders are picked for individual locations. The orders are assigned a picking ticket, which shows University department's name and location, item description, quantity, and location within route. Orders are picked, palletized, checked off by line item and staged. All orders are checked a second time when loading (placing a second check next to quantity), secured with wrapping and blankets and placed into truck by order of delivery.

Each University location has its own assigned picking ticket, invoice and location on the delivery vehicle. Each University department has an assigned location on the delivery vehicle, depending on where they are on the route on any given day. If delivering more than one location per stop, the driver unloads each stop separately allowing for ease of checking in. The loading of all vehicles corresponds closely with the designated delivery route, keeping efficiency to a maximum and confusion to a minimum.

5. Direct Ship Specialty Order Items

Special orders will be delivered to the University address requested. If possible, special orders will be delivered on Provider vehicles. If for some reason a special order has to go direct, any costs associated with that order will be passed on to that location.

EXHIBIT C MARKUP STRUCTURE

1. Markup Structure

Product Category	Category Mark-Up	Other Delivery Locations Mark-up
Bread	0%	0%
Dairy	0%	0%
Fresh Produce	9.00%	9.00%
Canned Goods & Staples	0%	0%
Frozen	0%	0%
Meat (Beef & Pork)	0%	0%
Paper & Related	0%	0%
Poultry	0%	0%
Seafood	0%	0%

2. Price Adjustments:

The Provider shall pass on to the University all promotional allowances, discounts or rebates negotiated on behalf of the University. The Provider shall keep the University informed of all rebates that could be redeemed by the University as an end-user account and provide tracking information on product usage to facilitate the University’s efforts in capturing available rebates and promotional goods offered.

3. Payment Terms:

The Provider will provide a weekly invoice billing statement for each of the dining facilities. The invoice billing statement will list delivery invoice number(s), followed by the delivery date, and total invoice dollar amount.

4. Pricing:

The “**Percentage Mark-Up Over Cost**” matrix shall be determined as follows:
 $\$ XX.XX$ Provider’s Invoice Cost Per Case.
 $+ X.XX$ Plus Per Case Freight Charges
 $\$ XX.XX$ Equals Provider’s Cost
 $\times X.XX$ Multiply by “Percentage Mark-Up Over Cost”
 $\$ XX.XX$ Equals Delivered Invoice Price to the University
 “Percentage Mark-Up” charges for less than full case orders (broken cases) will be charged at the same percentage mark-up as full cases.

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

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Capital Improvements for Campus Recreation, 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 \$10,584,000 for capital improvements for the Campus Recreation, Nebraska Unions and University Housing facilities from the Replacement Fund of the Student Fees and Facilities Revenue Bonds at UNL.

PREVIOUS ACTION: During the last five years the Board of Regents has approved similar requests as follows:

<u>Prior Approvals</u>	<u>Amount</u>
October 2018	\$3,222,500
October 2017	7,727,500
September 2016	4,852,000
August 2015	4,185,280
September 2014	4,593,966

EXPLANATION: Section 6.2 of the Bond Resolution (December 1, 1964) requires the Board of Regents to operate the facilities 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. Section 6.12 of the Bond Resolution requires compliance with all State statutes, which may include approval by the Legislature in certain instances. 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.

The term "surplus funds" used in this item comes from the bond covenants that govern the operation and use of those funds. In reality, they are not surplus as that term is normally understood, but are tightly restricted funds under the control of a third-party trustee. The covenants mandate that the funds be restricted to the repair, renovation and/or replacement of the defined facilities. Even in that case, the trustee requires approval of the Board of Regents before any funds can be disbursed under those restrictions. The funds also serve as collateral for bondholders.

This item has been reviewed by the Business Affairs Committee.

PROJECT COST: \$10,584,000

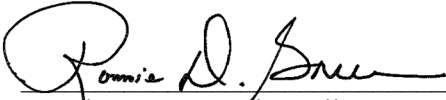
SOURCE OF FUNDS: Student Fees and Facilities Revenue Bond Surplus Funds

SPONSORS:

Laurie Bellows
Interim Vice Chancellor for Student Affairs

William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

September 26, 2019

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 Campus Recreation, 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 \$10,584,000 should be expended from the Replacement Fund as indicated on the attached schedule.
2. Authorization. The Board hereby authorizes the transfer of up to \$10,584,000 from the Surplus Fund established pursuant to the Resolution to the Replacement Fund, and the expenditure of up to \$10,584,000 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 \$10,584,000

University of Nebraska-Lincoln
Capital Improvement Requests
 October 25, 2019

SUMMARY

<u>Department</u>	<u>Funding Request</u>
Campus Recreation	\$ 769,000
Nebraska Unions	\$ 275,000
University Housing	\$ 9,540,000
TOTAL	\$ 10,584,000

CAMPUS RECREATION - Detail of Improvement Requests

Project	Location	Funding Requirement	Justification
Cardiovascular equipment replacement.	Campus Recreation Center	\$ 84,000	Replace cardio equipment per replacement plan cycle.
Cardiovascular equipment replacement.	Recreation & Wellness Center	\$ 84,000	Replace cardio equipment per replacement plan cycle.
Mechanical Systems	Campus Recreation Center	\$ 300,000	Replace Air Handling Unit #11.
Tile Replacement	Campus Recreation Center	\$ 91,000	Replace the quarry tile in the circulation hallways on the ground floor of the Coliseum
Lighting Replacement and Expansion	Outdoor Adventures Center	\$ 210,000	Replace existing high bay fluorescent lighting in climbing wall bay with high bay LED down lighting, perimeter indirect color changing LED ceiling wash lighting and color changing rock wall LED spot lighting.
TOTAL		\$ 769,000	

NEBRASKA UNIONS - Detail of Improvement Requests

Project	Location	Funding Requirement	Justification
Event Room Lighting Upgrade	Nebraska Union	\$ 150,000	Upgrade lighting system in Regency and Heritage meeting room spaces (\$150,000)
Nebraska Union Furniture Replacement	Nebraska Union	\$ 60,000	Replace worn furniture pieces in Nebraska Union (\$60,000)
Event Equipment/Maintenance Projects	Nebraska Union	\$ 20,000	Misc. Event and Maintenance Projects per Replacement Schedule (FY20 request in this area was \$95,000)
JGMC Furniture Replacement	JGMC 1st/2nd Floor	\$ 30,000	Replace worn furniture pieces in JGMC (\$30,000)
Event Equipment/Maintenance Projects	JGMC	\$ 15,000	Misc. Event and Maintenance Projects per Replacement Schedule (FY19 request in this area was \$15,000)
TOTAL		\$ 275,000	

UNIVERSITY HOUSING - Detail of Improvement Requests

Project	Location	Funding Requirement	Justification
Sandoz Hydronic Boiler Replacement	Sandoz Hall	\$ 90,000	Replace worn out boilers.
Computer Hardware Replacement	Housing System	\$ 75,000	Replace power distribution units, storage and switches for Housing organization.
ResNet Replacement Equipment	Housing System	\$ 300,000	Replace older, out of date wireless access points and switches with newer up to date technology to keep up with student wireless demands.
Fire Pump Replacement	Housing System	\$ 110,000	Replace worn out fire pumps in residence halls.
VFD Replacement	Housing System	\$ 100,000	Replace worn out VFD's.
Stuco Restoration	Apartments	\$ 250,000	Restore stucco façade on apartments.
Water Heater Replacement	Housing System	\$ 25,000	Replace aging water heaters throughout residence halls.
Electrical/Lighting Replacements	Housing System	\$ 75,000	Replace worn out light fixtures throughout residence halls.
Elevator Repairs	Housing System	\$ 35,000	Cables/boards/motors/etc. for elevators throughout Housing system.
Security/Access Repairs	Housing System	\$ 35,000	Repairs for unforeseen security/access system components throughout residence halls.
Water Softner Systems	Housing System	\$ 20,000	Rebuild existing soft water systems in various Housing locations.
Kauffman Fire Alarm Panel Replacement	Kauffman Residential Center	\$ 200,000	Replace Kauffman fire alarm system recommended by UNL PD.
Landscape/Plant Replacement/Drainage	Housing System	\$ 10,000	Fix drainage issues within Housing system.
Common Area Floor Replacement	Harper, Schramm & Smith Halls	\$ 10,000	Flooring replacement project.
Kitchen and Bathroom Upgrades	Family Housing	\$ 25,000	Replace outdated/damaged kitchen and bath cabinets and fixtures.
Energy Management System	Housing System	\$ 200,000	Hardware Upgrades for EMS replacing worn out

			equipment Jaces/controllers/etc.
Roof Repair/Maintenance	Harper Hall	\$ 40,000	Recoat urethane roof to extend useful life.
Carpentry	Housing System	\$ 30,000	Counter top/cabinet replacement.
Heat Pump Replacement	Apartments	\$ 400,000	Replace units reaching end of life.
Heat Pump Replacement	Traditional Style Halls	\$ 400,000	Replace units reaching end of life.
Camera Systems Upgrades/Replacements	Housing System	\$ 200,000	Server/Camera/cabling replacement throughout residence halls.
Infrastructure Renovation	Family Housing	\$ 100,000	Replace worn-out plumbing/electrical/architectural systems.
Bio-Digester	Housing Dining System	\$ 50,000	Purchase new food digester to process food waste efficiently.
Dining Kitchen Replacement Equipment	Housing Dining System	\$ 250,000	Replace older, failing equipment.
Linen/Bedding Replacements	Housing System	\$ 10,000	Replace worn out bedding in residence halls.
Pickup Truck Purchase/Replacements	Project Crew/Massengale	\$ 70,000	Purchasing a new truck for project crew and replacing a failing pickup truck at Massengale Residential Center.
Architectural Fixture Replacements	Kauffman Residential Center	\$ 35,000	Replace worn out light fixtures.
Flooring Replacement	Housing System	\$ 50,000	Routine, flooring repair and replacement in student rooms and common areas throughout residence halls.
Furniture Replacement	Housing System	\$ 100,000	Replace/reupholster existing furnishings in residence halls.
Dining Venue Renovation	Housing Dining System	\$ 4,400,000	Improvements for student retention and satisfaction, including a renovation of Selleck Dining Center with a 5 year payback.
Student Lounge & Computer Lab Renovation	Selleck Quadrangle	\$ 50,000	Replace employee training lab (Knoll) and increase student lounge space in Selleck's basement.
Budget Software	Housing System	\$ 100,000	Initial configuration and setup for budgeting, forecasting, analysis & reporting software.

Mechanical Systems	Housing System	\$ 75,000	Replace mechanical components.
A/V Improvements	Housing System	\$ 60,000	Improve A/V in Conference spaces
Signage & White Boards	Housing System	\$ 35,000	Install additional bulletin boards in residence hall common areas & replace student room white boards.
Cardio Centers	Sandoz & Harper Halls	\$ 25,000	Enhance student experience through wellness.
Knoll Renovation for Honors	Knoll Residential Center	\$ 1,500,000	Renovate Knoll Residential Center for the relocated Honors program.
Total of Improvement Requests		\$ 9,540,000	

TO: The Board of Regents Addendum VIII-B-5

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Improvements for the University of Nebraska-Lincoln (UNL) Parking and Equipment

RECOMMENDED ACTION: Approve the Resolution to authorize the expenditure of up to \$550,000 from the Replacement Fund of the UNL Parking Revenue Bonds to improve certain property and equipment.

PREVIOUS ACTION: During the last five years the Board of Regents has approved similar requests to improve certain property and equipment as follows:

<u>Prior Approvals</u>	<u>Amount</u>
December, 2018	\$740,000
October, 2017	\$360,000
September, 2016	\$1,749,000
August, 2015	\$843,000
September, 2014	\$705,000
September, 2013	\$927,000
October, 2012	\$700,000

EXPLANATION: Section 6.2 of the Bond Resolution (May 1, 1984) requires the Board of Regents to operate the facilities 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. Section 6.12 of the Bond Resolution requires compliance with all State statutes, which may include approval by the Legislature in certain instances. The improvements and modifications detailed on the accompanying pages represent the highest priority needs that have been identified by managers of Parking Operations.

The term “surplus funds” used in this item comes from the bond covenants that govern the operation and use of those funds. In reality, they are not surplus as that term is normally understood, but are tightly restricted funds under the control of a third-party trustee. The covenants mandate that the funds be restricted to the repair, renovation and/or replacement of the defined facilities. Even in that case, the trustee requires approval of the Board of Regents before any funds can be disbursed under those restrictions. The funds also serve as collateral for bondholders

This item has been reviewed by the Business Affairs Committee.

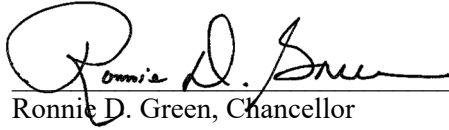
PROJECT COST: \$550,000

SOURCE OF FUNDS: Parking Revenue Bonds Surplus Fund

SPONSOR:

William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

September 26, 2019

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 General Bond Resolution dated as of May 1, 1984, 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 parking facilities located on the campus of the University of Nebraska-Lincoln under and pursuant to the Second Supplemental Resolution to the Second series Resolution dated as of December 15, 1992 (the "Second Series Resolution") which created a Second Series Surplus Fund in accordance with Section 3.9 of the Resolution;
 - (b) Section 6.2 of the Resolution requires the Board to operate the facilities 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 "Second Series Facilities" include all parking facilities and structures located and currently or hereafter existing on the campus of the University of Nebraska-Lincoln, which parking facilities require certain renewals, replacements, additions, betterments and extensions to maintain the Second Series Revenues and Fees. In order to accomplish such renewals, replacements, additions, betterments and extensions, the sum of \$550,000 should be expended from the Replacement Fund as indicated on the attached schedule.
2. Authorization. The Board hereby authorizes the transfer of up to \$550,000 from the Second Series Surplus Fund established pursuant to the Resolution to the Replacement Fund, and the expenditure of up to \$550,000 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. Surplus Fund. There currently are monies or investments in the Surplus Fund including accruals in excess of \$550000.

PARKING IMPROVEMENT REQUESTS

University of Nebraska - Lincoln

October 25, 2019

		Funding	
Project	Location	Required	Justification
Parking Lot Maintenance	City & East Campus	\$250,000	Surface lot patch, asphalt & concrete replacement, seal coat, paint
Lighting & Security	City & East Campus	\$185,000	Replace cameras at 14PG, lighting at 17PG Level 6, replace surface lot lighting City & East Campus
Parking Structure Maintenance	City Campus	\$70,000	Ice control add heaters to entry & exit lanes SDPG, 17PG and 18PG.
Parking Meter Replacement & Pay Stations	City & East Campus	\$45,000	Replace aging parking meters mechanism with new supported audit capable meter mechanisms, add pay stations at 2 highly utilized lots
Total		\$550,000	

TO: The Board of Regents Addendum VIII-B-6
Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Guaranteed Maximum Price (GMP) for the Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve execution of the GMP amendment, attached and incorporated in the Standard Form of Agreement between the Board of Regents and Hausmann Construction, Inc. for the Scott Engineering Center Renovation and Link Replacement at UNL

PREVIOUS ACTION: On August 3, 2018, the Board of Regents approved the Program Statement for the Scott Engineering Center Renovation and Link Replacement at UNL

EXPLANATION: The Board of Regents previously approved the Program Statement for the Scott Engineering Center Renovation and Link Replacement, which included the use of the construction manager at risk delivery method for the project. Hausmann Construction, Inc. was engaged as construction manager at risk pursuant to the University's Standard Form of Agreement.

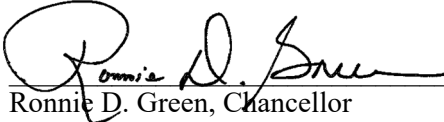
The Agreement contemplates that the parties will mutually agree upon a Guaranteed Maximum Price (GMP), to be documented on the form set forth in Amendment No. 1, attached to and incorporated in the Agreement. This item seeks approval for the UNL Vice Chancellor for Business and Finance to execute the GMP Amendment for construction services on the Scott Engineering Center Renovation and Link Replacement with a GMP not to exceed the current approved budget for construction services of \$61,506,000.

This item has been reviewed by the Business Affairs Committee.

PROJECT COST: \$75,456,000 (Project Budget)

SOURCE OF FUNDS: State funds and private donations

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED: 
Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: September 26, 2019

TO: The Board of Regents Addendum VIII-B-7

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Student Housing and Parking and Student Facilities Improvements at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approve the attached Resolution authorizing the expenditure of \$2,198,517 from the Bond Surplus Funds to make student housing, and facility improvements.

PREVIOUS ACTION: During the last five years the Board of Regents approved similar requests as follows:

<u>Prior approvals</u>	<u>Amount</u>
December 2018	\$3,263,000
December 2017	\$1,658,000
November 2016	\$1,045,000
January 2016	\$1,020,000
April 2015	\$1,245,000

EXPLANATION: Section 6.2 of the Bond Resolution (May 1, 1984) requires the Board to operate the facilities 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. Section 6.12 of the Bond of Resolution requires compliance with all State statutes, which may include approval by the Legislature in certain instances. The projects described on the accompanying pages will improve the facilities and better serve UNO student housing residents and users of student facilities.

The term “surplus funds” used in this item comes from the bond covenants that govern the operation and use of those funds. In reality, they are not surplus as that term is normally understood, but are tightly restricted funds under the control of a third-party trustee. The covenants mandate that the funds be restricted to the repair, renovation and/or replacement of the defined facilities. Even in that case, the trustee requires approval of the Board of Regents before any funds can be disbursed under those restrictions. The funds also serve as collateral for bondholders.

This item has been reviewed by the Business Affairs Committee.

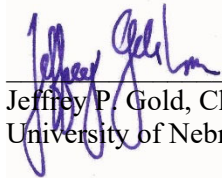
PROJECT COST: \$2,198,517

SOURCE OF FUNDS:	Bond Surplus Funds – Student Housing	\$ 805,467
	Bond Surplus Funds Student Facilities (MBSC)	\$ 68,500
	Bond Surplus Funds Student Facilities (H&K)	<u>\$1,324,550</u>

\$2,198,517

SPONSOR: Douglas A. Ewald
Vice Chancellor for Business, Finance and Business Development

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Omaha

DATE: September 26, 2019

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 (i) its General Bond Resolution dated May 1, 1984, authorizing the issuance of Revenue Bonds by the Board (the "General Resolution"), and (ii) the Sixth series Resolution, dated November 1, 1993 (the "Sixth Series Resolution"), the Board has heretofore issued revenue bonds payable from the revenues and fees derived from the ownership and operation of (A) the Milo Bail Student Center (the "Student Center"), (B) the student residence facilities known as (I) Scott Village, (II) Maverick Village, (III) University Village, and (IV) Scott Court (collectively, the "Student Housing Facilities"), (C) the parking facilities (the "Parking Facilities"), and (D) the student health and recreation facilities (the "Student Health/Recreation Facilities"), all located on the campus of the University of Nebraska at Omaha. The Student Center, the Student Housing Facilities, the Parking Facilities and the Student Health/Recreation Facilities constitute the "UNO Student Revenue Facilities" under the Master Trust Indenture dated as of June 1, 1995 as amended and supplemented from time to time. The Sixth Series Resolution created the Sixth Series Surplus and Sixth Series Replacement Funds in accordance with Section 3.1 of the General Resolution.
 - (b) Section 6.2 of the General Resolution requires the Board to operate the facilities 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) Maverick Village, Scott Village and Scott Court require certain renewals, replacements, betterments and equipment to maintain the Sixth Series Revenues and Fees. In order to accomplish such renewals, replacements, betterments and acquisitions of equipment, the sum of \$805,467 should be expended from the Sixth Series Replacement Fund as indicated on the attached schedule.
 - (d) The Student Center and The Student Health/Recreation Facility require certain renewals, replacements, betterments and equipment to maintain the Sixth Series Revenues and Fees. In order to accomplish such renewals, replacements, betterments and acquisitions of equipment, the sum of \$1,393,050 should be expended from the Sixth Series Replacement Fund as indicated on the attached schedule.
2. Authorization. The Board hereby authorizes the transfer of up to \$2,198,517 from the Sixth Series Surplus Fund established pursuant to the General Resolution and the Sixth Series Resolution to the Sixth Series Replacement Fund, for the projects herein identified with \$805,467 for student housing and \$1,393,050 for student facilities. The Vice Chancellor for Business, Finance and Business Development or the Assistant Vice Chancellor for Business and Finance of the University of Nebraska Omaha are hereby designated as the University representatives who may certify to the Trustee the specific payments to be made from the Sixth Series Replacement Fund.
3. Surplus Funds. There are currently moneys or investments in the Sixth Series Surplus Fund, including accruals, in excess of \$2,198,517.

Student Housing Projects

<u>Project</u>	<u>Funding Required</u>	<u>Description</u>
<u>Maverick Village</u>		
Replace HVAC	\$ 498,000	Replace the heating and cooling systems for the apartments. Original units are now 12 years old and requiring increased maintenance and upkeep.
<u>Scott Village</u>		
Concrete Repair / Replacement	\$ 19,309	Replace ADA ramp mats (2). Prepare and install trench drains (5). Demo and replace damaged concrete.
Drain Tile / Drain Extension	\$ 10,288	Extensive work is needed around Buildings B, E, F, G and J. Work to be included is sod removal and replacement, drain box installation, swale creation, river-rock installation, downspout repair or installation.
Building C Renovation	\$ 65,879	Scott Village was built in 2003 and in need of updating as it relates to flooring, appliances, counter-tops, living room furniture, certain plumbing and lighting fixtures, and window coverings, etc.
<u>Scott Court</u>		
Concrete Repair / Replacement	\$ 20,691	Replace all ADA ramp mats (12). Repairs to bike rack posts. Demo and replace damaged concrete post supports
Bedroom Locks	\$ 28,800	Handles are not working properly causing a privacy concern.
Exterior Painting	\$ 35,000	The cream colored Hardi-Board panels are in need of patch and painting.
LED Light Fixtures	\$ 27,500	Replace the remaining property lighting fixtures to LED not previously upgraded for better lighting, efficiency and utility cost savings.
Total Housing	\$ 805,467	

Student Facilities Projects

<u>Project</u>	<u>Funding Required</u>	<u>Description</u>
<u>Student Facilities (MBSC)</u>		
Equipment	\$ 13,500	Add new laundry and student recreational equipment.
Wall Coverings	\$ 15,000	Add wall wrap to main lobby and additional photos to meeting/event room space.
Building Signage	\$ 10,000	Replace suite signage, event space room signage, and restroom signage for building.
Ballroom Projectors	\$ 30,000	Replace three projectors, which includes mounting, installation and programming.
Total Student Facilities (MBSC)	\$ 68,500	
 <u>Student Facilities (H&K)</u>		
Pool Repair – Bulkheads	\$ 200,000	The moveable bulkheads are 40 years old and have warped over the course of time. It is extremely difficult to move them into place and limits the opportunity to change the configuration of the pool.
Pool Repair – Gutter System	\$ 316,050	Replacing and upgrading the gutter system is necessary to be able to support the new bulkheads
Pool Repair – Circulation Pipes & Pipe Chase	\$ 808,500	The circulation pipes are critical to the operation of the pool. If these pipes are down, the pool cannot operate. Being able to safely access the pipes through the chase for monitoring and repair is also critical
Total Student Facilities (H&K)	\$1,324,550	
Total Student Facilities	\$1,393,050	

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska Medical Center

1. Approve the establishment of the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at UNMC Addendum IX-A-1

B. BUSINESS AFFAIRS

University of Nebraska-Lincoln

1. Approve the Program Statement for North Stadium Expansion at UNL Addendum IX-B-1
2. Approve the Program Statement for Outdoor Track Replacement at UNL Addendum IX-B-2
3. Approve the Program Statement for New College of Engineering Building at UNL Addendum IX-B-3
4. Approve the transfer of real property located at 800 N. 17th Street, Lincoln, Nebraska from the University of Nebraska Foundation to the Board of Regents of the University of Nebraska Addendum IX-B-4

University of Nebraska Medical Center

5. Approve acceptance of a gift and increase the scope and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center Addendum IX-B-5
6. Approve the Construction Management at Risk Contractor Contract for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center Addendum IX-B-6

University of Nebraska at Omaha

7. Approve the Program Statement for Durham Science Center Renovation at the University of Nebraska at Omaha Addendum IX-B-7

University of Nebraska at Kearney

8. Approve the Kearney University Village Campus Covenants, Conditions and Restrictions Addendum IX-B-8
9. Approve the Master Lease between the Board of Regents of the University of Nebraska and the Kearney University Village Development Corporation for the land to be formally designated Kearney University Village Campus Addendum IX-B-9

TO: The Board of Regents Addendum IX-A-1
Academic Affairs

MEETING DATE: October 25, 2019

SUBJECT: Establishment of the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Approval is requested to establish the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at UNMC

PREVIOUS ACTIONS: January 27, 2012 – The Board approved the deletion of the Master of Science (MS) degree in Environmental Health, Occupational Health, and Toxicology at UNMC.
April 16, 2010 – The Board approved a change in administration of the Master of Public Health (MPH) program from joint status (UNMC/ UNO) to UNMC, and from the Graduate College to the UNMC College of Public Health as a professional degree.

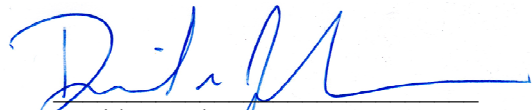
EXPLANATION: The 12-credit hour professional graduate certificate in Occupational Safety and Health is designed for graduate students, public health professionals, and health care providers who seek graduate level training in occupational safety and health. Students will learn about physical and psychosocial hazards in occupational environments, risk assessment, applying control measures and monitoring their effectiveness, and environmental assessment and modeling. The curriculum will allow students to meet the coursework eligibility requirement for the Certificate in Industrial Hygiene exam offered by the American Board of Industrial Hygiene. Completed coursework also may be applied towards completion of the Master of Public Health with an emphasis in Environmental and Occupational Health or the Doctoral Program in Environmental Health, Occupational Health, and Toxicology.
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: \$19,671 for year one; \$103,661 over five years

SOURCE OF FUNDS: Tuition and fees

SPONSORS: H. Dele Davies
Senior Vice Chancellor
Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

RECOMMENDED:



David S. Jackson
Interim Executive Vice President and Provost

DATE:

September 27, 2019

UNMC Proposal for a New Professional Certificate Program Certificate in Occupational Safety and Health

Sponsoring department(s) in the College of Public Health

Environmental, Agricultural, and Occupational Health

Proposed Start Date

Upon approval

Certificate Title

Certificate in Occupational Safety and Health

CIP Code

51.2206

Program Description

The Certificate in Occupational Safety and Health is designed for practicing and aspiring occupational health and safety (OHS) practitioners who seek to improve OHS practices and/or compliance in their organizations. Students will learn about physical and psychosocial hazards in occupational environments, risk assessment, applying control measures and monitoring their effectiveness, and environmental assessment and modelling. Students are eligible for additional certifications—the 30-hour Occupational Safety and Health [OSHA] General Industry card (course: CPH 590) and the Certified Occupational Hearing Conservationist credential (course: ENV 909) from the Council for the Accreditation of Occupational Hearing Conservationists. The Graduate Certificate in Occupational Safety and Health also meets the Industrial Hygiene specific coursework requirement for the Certificate in Industrial Hygiene exam (one of three eligibility requirements to take the exam).

This professional certificate program is intended for graduate students, public health professionals, and health care providers who seek graduate level training in occupational safety and health.

A. Centrality to Role and Mission

The goal of this certificate program is to train occupational health and safety (OHS) practitioners to improve OHS practices and/or compliance in their organizations to improve worker safety in Nebraska and the United States. This is consistent with the mission of the University of Nebraska Medical Center (UNMC) to create a healthy future for all individuals and communities and the mission of the College of Public Health (COPH) to promote optimal health and well-being through robust education, research, and service in collaboration with communities in Nebraska, across the country, and around the world. The college is the major provider of professional and graduate education for the public health workforce and occupational health and safety in Nebraska and the region.

B. Evidence of Need and Demand

As of 2018, there were fewer than 50 Certified Industrial Hygienists and Certified Safety Professionals in Nebraska, serving approximately 1 million workers. Many health and safety programs in Nebraska are run by personnel who lack formal training in occupational health and safety. Between 2009 and 2014, Nebraska had higher rates of fatal work-related injuries and nonfatal injuries and illnesses compared to the national rates. The work-related severe traumatic injury hospitalization rate nearly doubled during this time. Nebraska's rate of work-related musculoskeletal disorders was higher than the national average rate in 2014.

The U.S Department of Labor short term projections for Nebraska show a 2.7% increase in occupational health and safety specialists and a 6.7% increase in occupational health and safety technicians between 2018-2020. Long term projections are even greater, occupational health and safety specialists are projected to increase by 9.6% and occupational health and safety technicians are projected to increase by 13.3% in Nebraska between 2016-2026. Nationwide, long-term projections show an increase for occupational health and safety specialists and technicians of 8.1% and 9.9% respectively (<https://projectionscentral.com/>).

Credit hours successfully completed in the Professional Certificate in Occupational Safety and Health are eligible to be applied towards completion of the Master of Public Health (MPH) with an emphasis in Environmental and Occupational Health or the Doctoral Program in Environmental Health, Occupational Health, and Toxicology. The College of Public Health is accredited by the Council for Education in Public Health. Graduates with occupational safety and health expertise will find employment with various government agencies, health insurance, private industry, and consulting firms.

The UNMC COPH has a unique opportunity to provide specialized training in worker health and safety. The proposed Certificate in Occupational Safety and Health at UNMC COPH will have the potential to attract students from other states. UNMC's standing as an academic medical center, its Biocontainment Unit, and its federally funded Center for Agricultural Health and Safety are expected to bring students who are interested in health and safety in healthcare or agriculture.

Program of Study

This is a professional certificate program in which a prospective student is expected to have a bachelor's degree from an accredited college or university. This certificate is in full alignment with the University of Nebraska's Strategic Planning Framework to "play a critical role in building a talented, competitive workforce." The COPH is fully equipped to respond to the growing need for health professionals trained in occupational health and safety. This certificate will help fulfill UNMC's strategic goals by offering health professionals an opportunity to engage in professional training specific to occupational health and safety, thereby enhancing their skills in serving the needs of the state population as well as the population of the world.

The Graduate Certificate in Occupational Health and Safety was created to appeal to a broad stakeholder base. This includes applicants wishing to take the Certified Industrial Hygienist [CIH] exam as well as applicants with little formal training in occupational health and safety and seasoned professionals who would like to get deeper into specific topics or earn additional credentials. The certificate program is flexible and can be tailored to an applicant's needs. Occupational Health and Safety professionals practice in industry, health care settings, and in agriculture. Applicants to the certificate program will be individually advised by a faculty member on the courses they should

take based on their experiences in occupational safety and health, career goals, and interest in the CIH exam.

The curriculum of the occupational safety and health certificate is consistent with UNMC professional-level education. The certificate program will consist of 12 semester credit hours of coursework. The courses included in the certificate are existing UNMC graduate or professional courses that are routinely offered by the COPH.

Curriculum – The program requires successful completion of 12 credit hours. This can be accomplished in as few as two consecutive semesters (fall, spring). Applicants to the certificate program will be individually advised by a faculty member on the courses they should take based on their experiences in occupational safety and health, career goals, and interest in the CIH exam.

Required Courses (all courses are 3 credit hours)

CPH 598 Fundamentals of Industrial Hygiene	Semester offered Fall
CPH 590: Elements of Industrial Safety for Health Sciences	Spring

Elective Courses (students pick a minimum of 2 courses)

CPH 517 Human Factors and Ergonomics	Summer
CPH 511 Agricultural Health and Safety	Summer
ENV 909: Occupational Noise and Hearing Loss	Spring
CPH 594: Environmental Exposure Assessment	Fall
CPH 597: Principles of Toxicology	Spring
ENV 903: Injury Epidemiology	Spring
ENV 908: Thermal Stress in the Work Environment	Summer
CPH 506: Introduction to Biostatistics	Fall/Spring
CPH 504: Epidemiology in Public Health	Fall/Spring
EPI 925: The Practice of Infectious Disease Epidemiology	Fall

For students planning to take the CIH exam – This certificate fulfills one of the three eligibility requirements, industrial hygiene specific coursework, to take the CIH exam. To meet the industrial hygiene specific coursework requirement students must take: CPH 598: Fundamentals of Industrial Hygiene; CPH 590: Elements of Industrial Safety for Health Sciences; CPH 594: Environmental Exposure Assessment; and CPH 597: Principles of Toxicology.

Duration/Scheduling of the Program – The recommended duration for the certificate program is two academic semesters (fall, spring). All credits must be earned within two years. Extensions may be granted if the student can document extenuating circumstances.

Recommended Course Sequence for Fall Admission:

Fall	Spring	Summer
CPH 598 Fundamentals Industrial Hygiene	CPH 590 Elements of Industrial Safety	Elective
Elective	Elective	

Recommended Course Sequence for Spring Admission:

Spring	Fall	Spring
CPH 590 Elements of Industrial Safety	CPH 598 Fundamentals Industrial Hygiene	Elective
	Elective	

Learning

Scholarship Requirements – To maintain good academic standing, certificate students are required to maintain a minimum Grade Point Average (GPA) of 3.0 (Grade B) in their program of study. A grade of C (2.0) may be accepted for no more than one course; receipt of two grades of C or any grade below a C is not acceptable for professional/graduate credit and may result in dismissal from the program.

A student who fails to maintain a GPA 3.0 or above will automatically be on academic probation and may not continue his/her program of study without the permission of the Curriculum Committee. In order to secure this permission, the student, in conjunction with his/her academic advisor, must submit a plan of remediation for approval to the Curriculum Committee at least two (2) calendar weeks prior to the next scheduled Curriculum Committee meeting (Instructions for Developing a Plan of Remediation for Academic Standing, see COPH Student Handbook for more details). The Curriculum Committee will review the student’s status and plan of remediation. To continue in the certificate program, the student must remove the probationary status (i.e., return to an overall 3.0 or above GPA) within the next twelve (12) months.

Completion of 12 credits of prescribed course work with a minimum 3.0 GPA is required. At least 9 of these credits must be completed at the COPH. The Curriculum Committee may permit up to three (3) transfer credit hours.

Need for Diverse Student Group

The certificate program will follow UNMC guidelines for student diversity, which promotes equal educational and employment opportunities in the academic and work environment. In accordance with University Policy, UNMC prohibits the denial of admission or of Medical Center privileges to students or applicants on the basis of individual characteristics such as race, color, sex, national origin, age, disability, religious or political beliefs or sexual orientation.

C. Adequacy of Resources

Faculty/Staff – There will be no need for additional faculty time for teaching because all required courses for the certificate program are currently offered for other active degree programs. Faculty time is allocated to recruit students, monitor student progress, and administer the program efficiently. The department of Environmental, Agricultural, and Occupational Health has appropriate existing resources to manage the addition of this certificate.

Program Administration – The program will be administered by the Department of Environmental, Agricultural, and Occupational Health Graduate Program Director along with support from the COPH Office of Educational Services. Faculty from the Department of Environmental, Agricultural, and Occupational Health will serve as faculty advisors to students.

Library – All resource materials are currently cataloged with the UNMC’s McGoogan library and are easily accessible to all students.

Physical Facilities – There will be no need for an additional physical facility to offer this program. COPH and the UNMC existing facilities will be sufficient.

Instructional Equipment – No additional equipment is necessary for the proposed program.

Budget Projections – Budget requirements for the program will consist of additional faculty time for recruitment, advising and mentoring. General operating expenses include communications and marketing. With regard to tuition, the usual COPH tuition rates and fees will apply.

Admission and Awarding of the Certificate

To be eligible for admission to the course, an applicant must have completed the following prerequisites:

- Completion of the SOPHAS Express Public Health application and submission of the application fee.
- Official transcripts reflecting an earned bachelor's degree, with a 3.0 or higher grade point average for the last 60 undergraduate or the last 18 graduate/post-baccalaureate credit hours completed.
 - Completion of at least two semesters of biology, two semesters of chemistry, one semester of physics, and one semester of college level math.
- Two letters of recommendation from academic or professional references
- A one-page resume/cv
- A one-page personal statement describing the applicant's interest in and potential for contributing to the field of occupational health and career objectives
- All applicants whose primary language is not English or whose undergraduate degree is from a college or university outside of the United States are required to submit official Test of English as a Foreign Language (TOEFL) scores.

Students are encouraged to meet with the Graduate Studies Director to discuss their professional trajectory and select the appropriate courses to achieve their goals.

Application Deadline - Fall semester admission – July 1 for domestic students and April 1 for international students. Spring semester admission – November 1 for domestic students and September 1 for international students.

Number of Students Anticipated - The program anticipates admitting 5-10 students each semester for the initial year with admission taking place in both the Fall and Spring. The program anticipates that once established approximately 10-15 students will be enrolled in the program at any given time.

Awarding of the Certificate - Completion of 12 credits of prescribed course work with a minimum 3.0 GPA.

Counting Credits toward Certificate and Degree Programs

Students earning credits for one or more certificates who are later accepted into a COPH degree program may apply their certificate credits to the extent that they are applicable for that degree. Any limit on internal transfer credits applicable to the degree shall apply.

D. Avoidance of Unnecessary Duplication

There are no certificate programs in Nebraska or neighboring states specially designed for health and safety professionals in industry. The University of Iowa has a graduate certificate in Agricultural Health and Safety. This 4-course (12 credit hour) program is designed for students interested in treating and preventing farm-related illnesses and injuries. Our proposed program includes courses in noise and hearing loss, ergonomics, and thermal stress, with a focus on industrial applications.

E. Consistency with the *Comprehensive Statewide Plan for Postsecondary Education*

This proposal is consistent with the goals of the Nebraska Comprehensive Plan for Postsecondary Education as follows:

Section 1-8 – Meeting the needs of the State: This certificate will be responsive to the workforce development and ongoing training needs of employers and industries to build and sustain a knowledgeable, trained, and skilled workforce in both rural and urban areas of the state.

Section 2.14 – Skilled Graduates: This certificate program will provide graduates with the Skills, knowledge, and confidence needed to succeed as capable employees.

Section 3.1 – Workforce Development: This certificate is responsive to the workforce development and ongoing training needs of employers and industries to help sustain a knowledgeable, trained, and skilled workforce in both rural and urban areas of the state.

Section 3-7 – Serving Citizens: This certificate will train and impart new skills for technicians and professionals in the future. It will bolster creative, intelligent citizens who can generate new ideas, adapt to new technologies, analyze issues, solve problems, and utilize lifelong learning opportunities.



9/18/2019

Chandran Achutan, PhD, CIH
Associate Professor & Graduate Studies Director
Department of Environmental, Agricultural, and Occupational Health
UNMC College of Public Health
984388 Nebraska Medical Center
Omaha, NE 68198-4388

Dear Dr. Achutan,

Thank you for your efforts in developing a Certificate Program in Occupational Safety and Health at the University of Nebraska Medical Center. This program is needed in Nebraska to reduce work-related injuries and illness.

In 2017, there were 35 occupational fatalities in Nebraska, and the rate of illness per 10,000 full-time workers was 23.3. These numbers are likely underestimates the actual rates of fatalities and injuries. In addition, data shows agriculture is one of the most hazardous sectors, and farmers are at high risk for hearing loss, musculoskeletal disorders, and other injuries and illnesses.

As a potential employer, DHHS is interested in developing careers of aspiring occupational health and safety professionals. We would be happy to explore capstone and hands-on activities for your students.

Sincerely,

A handwritten signature in blue ink, appearing to read "Derry Stover".

Derry Stover, MPH
Epidemiologist
Occupational Health Surveillance Program

September 16, 2019

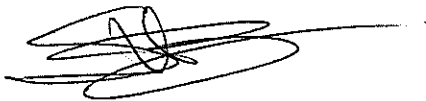
Chandran Achutan, PhD, CIH
Associate Professor & Graduate Studies Director
Department of Environmental, Agricultural, and Occupational Health
UNMC College of Public Health
984388 Nebraska Medical Center
Omaha, NE 68198-4388

Dear Dr. Achutan,

I am writing this letter in support of your effort to develop and offer a certificate program in occupational safety and health at the University of Nebraska Medical Center. I believe this certificate will develop the skill sets of occupational health and safety technicians who are new to the field and occupational safety and health specialists who may want refresher courses before sitting for the CIH or CSP exams.

I am excited to see the College of Public Health expand program offerings in occupational health and safety. I am willing to speak to your students about health and safety careers, internship opportunities, and provide tours at our manufacturing facilities.

Thank you,



Scott Shook
Corporate Director of Health & Safety

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNMC Occupational Safety and Health Professional Certificate**

	(FY2019-20) Year 1		(FY2020-21) Year 2		(FY2021-22) Year 3		(FY2022-23) Year 4		(FY2023-24) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Personnel											
Faculty ¹	0.10	\$14,821	0.10	\$15,265	0.10	\$15,723	0.10	\$16,195	0.10	\$16,681	\$78,684
Professional ²	0.05	\$2,350	0.05	\$2,421	0.05	\$2,493	0.05	\$2,568	0.05	\$2,645	\$12,476
Graduate Assistants											
Support Staff											
Subtotal	0.15	\$17,171	0.15	\$17,686	0.15	\$18,216	0.15	\$18,763	0.15	\$19,326	\$91,161
Operating											
Operating and Supplies ³		\$2,500		\$2,500		\$2,500		\$2,500		\$2,500	\$12,500
Equipment											
Library/Information Resources											
Subtotal		\$2,500		\$2,500		\$2,500		\$2,500		\$2,500	\$12,500
Total Expenses		\$19,671		\$20,186		\$20,716		\$21,263		\$21,826	\$103,661

¹ 12 credit hours for the certificate; these courses already are being taught, and so the calculation is based on proportion of students in the certificate program.

² Student Services time.

³ Includes communications and marketing.

**TABLE 2: PROJECTED REVENUES - NEW INSTRUCTIONAL PROGRAM
UNMC Occupational Safety and Health Professional Certificate**

	(FY2019-20) Year 1	(FY2020-21) Year 2	(FY2021-22) Year 3	(FY2022-23) Year 4	(FY2023-24) Year 5	Total
	Reallocation of Existing Funds					
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ¹	\$11,723	\$19,538	\$19,538	\$39,075	\$39,075	\$128,948
Other Funding						
Total Revenue	\$11,723	\$19,538	\$19,538	\$39,075	\$39,075	\$128,948

¹ Tuition rate = \$580; fees per credit hour = \$71.25; hours taken per academic year per student = 6.

	Students Enrolled	Tuition Revenue Per Year	Fees Revenue Per Year	Total Revenue Per Year
Year One	3	\$10,440	\$1,283	\$11,723
Year Two	5	\$17,400	\$2,138	\$19,538
Year Three	5	\$17,400	\$2,138	\$19,538
Year Four	10	\$34,800	\$4,275	\$39,075
Year Five	10	\$34,800	\$4,275	\$39,075

TO: The Board of Regents Addendum IX-B-1
 Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Program Statement for North Stadium Expansion at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Program Statement for North Stadium Expansion at UNL

PREVIOUS ACTION: None

EXPLANATION: Memorial Stadium was built in 1923 with a seating capacity of around 31,000. A series of four additions between 1964 and 1972 enclosed the stadium by adding seats at the north and south end zones, increasing capacity to nearly 74,000. A major renovation and addition in 1999 expanded the concourse level and added a new press box, club level seating, and 42 suites above West Stadium. In 2004, construction began to renovate and expand North Stadium, increasing the capacity to more than 81,000. In 2010, construction activities began to renovate and expand East Stadium, increasing the capacity to more than 90,000.

The proposed North Stadium Expansion has two major elements, improvements to student-athlete service spaces and fan improvements in North Stadium. The North Stadium student athlete service space expansion includes a new training table and academic center for all student-athletes as well as a new athletic medicine area, strength complex, equipment room, football locker area, and football offices and meeting spaces (Football Performance Center). The North Stadium Fan Improvements include adding new vertical circulation components, elevators and escalators, in the northeast corner of the Stadium to improve fan access into the North Stadium and adding restrooms and concession spaces closer to the top of the seating bowl. Renovations of the Osborne Athletic Complex and Hawks Championship will be included in order to integrate the new facility with the stadium complex. The displaced Ed Weir Track will be recreated at an alternate location.

This item has been reviewed by the Business Affairs Committee.

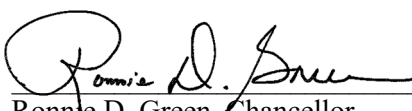
Proposed start of construction	June 2020
Proposed completion of construction	March 2023

PROJECT COST: Project Budget \$155,000,000

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$1,750,000

SOURCE OF FUNDS: Trust Funds, Revenue Bonds and Private Donations

SPONSOR: William J. Nunez
 Vice Chancellor for Business and Finance

RECOMMENDED: 

 Ronnie D. Green, Chancellor
 University of Nebraska-Lincoln

DATE: September 26, 2019

Program Statement

Project Name: North Stadium Expansion

Campus: University of Nebraska-Lincoln City Campus

Date: October 25, 2019

Prepared by: Husker Athletics, NU Facilities Planning & Construction, and The Clark Enersen Partners

Campus Project No: 12016

Phone: 402/472-3131

1. Introduction

A. Background and history

Memorial Stadium was built in 1923 with a seating capacity of around 31,000. The stadium was modeled after Ohio State's Ohio Stadium and originally consisted of stands only on the east and west sidelines. A series of four additions between 1964 and 1972 enclosed the stadium by adding seats at the north and south end zones, more than doubling Memorial Stadium's capacity to nearly 74,000. A major renovation and addition in 1999 expanded the concourse level and added a new press box, club level seating, and 42 suites above West Stadium. In 2004, construction began to renovate and expand North Stadium, adding 13 suites and 6,000 seats, increasing the capacity to more than 81,000. In 2010, design and construction activities began to renovate and expand East Stadium, addressing accessible seating needs with space at balcony, adding 2,115 club seats, 38 suites, and 3,374 general admission seats, increasing the capacity to more than 90,000. The East Stadium renovation also provided spaces that were then fitted out for the Athletic Department Athletic Performance Lab in and CB3 research suite.

Memorial Stadium holds an ongoing NCAA-record for consecutive sellout streak since 1962. At the start of the 2019 season that was 368 sold out games. The largest crowd to ever see a game in Memorial Stadium came with 91,585 fans watching the Huskers defeat Miami, 41-31, on September 20, 2014.

B. Project description

The North Stadium Expansion has two major elements, improvements to student-athlete service spaces and fan improvements in North Stadium. Renovations of the Osborne Athletic Complex and Hawks Championship will be included in order to integrate the new facility with the stadium complex. The displaced Ed Weir Track will be recreated at an alternate location.

The North Stadium student athlete service space expansion includes a new training table and academic center for all student-athletes as well as a new athletic medicine area, strength complex, equipment room, football locker area, and football offices and meeting spaces (Football Performance Center).

The North Stadium Fan Improvements include adding new vertical circulation components, elevators and escalators, in the northeast corner of the Stadium to improve fan access into the North Stadium and adding restrooms and concession spaces closer to the top of the seating bowl.

LEAD THE NATION.

Nebraska Football is a program that has never looked to keep up with the competition or build because other programs are building. Establishing this mindset of "Lead the Nation", Nebraska is a program that has attained some of the highest accolades in college football. Throughout its storied history Nebraska can claim:

- 5 National Titles
- 897 Wins prior to South Alabama – (5th most in football)
- 3 Heisman Trophy Winners
- 46 Conference Championships
- 110 First-Team All-Americans

North Stadium Expansion

Program Statement

- 108 CoSIDA Academic All-Americans (only program in nation with 100 of each in Football)
- 338 Academic All-Americans
- 368 Consecutive games sold-out at Memorial Stadium

THE GOLD STANDARD.

Nebraska, has always been viewed by conference foes and programs throughout the nation as a trendsetter. When gauging their development, schools would use Nebraska as a benchmark not only on the scoreboard but off the field. Facilities, academics, nutrition, strength training; Nebraska was “the gold standard.”

“Husker Power” and its legendary staff invented some of the most important pieces of strength training equipment, which are now commonplace everywhere from NFL teams to high schools across the nation. The Nebraska athletes that were developed with these innovative machines and workout routines enabled Nebraska to develop a style of play, culture, and brand that resonated throughout the landscape of college football.

The training table helped set Nebraska apart from the competition in the second half of games. While other schools were just starting to understand the concepts of proper nutrition Nebraska was mastering them. No other team was fueled on a daily basis like Nebraska players and coupled with their strength training program they were able to impose their will and break their opponents down in games such as the 1994 Orange Bowl vs. Miami.

Nebraska student-athletes have always sought to achieve success off the field as well. This desire to succeed in the classroom has led Nebraska to dominate the all-time record books for CoSIDA Academic All-Americans across all sports with 338, including a nation best 110 by the football program.

Players and coaches from all over the country came to Nebraska to see, learn, and imitate what made Nebraska football so successful. There was no place like Nebraska.

BENCHMARKING.

In 2006 Nebraska Athletics completed the current Tom and Nancy Osborne Athletic Complex in the North End Zone of Memorial Stadium. At the time it opened, it was seen as one of the premier facilities in the nation. It provided the football team with 67,000 GSF of dedicated space. It also provided sports medicine space to all student-athletes. Combined with the Hewitt Academic Center, Abbott Life Skills, and the Lewis Training Table in the lowest level of the West Stadium, Nebraska was once again at the forefront of facilities.

As college football has grown in popularity, so has the commitment from other universities in their own college football programs. Since the opening of the Tom and Nancy Osborne Athletic Complex in 2006, 62 of 65 Power 5 Conference football programs have either created new stand-alone facilities, heavily renovated their existing facility, or are currently constructing new stand-alone football facilities. Within the Big Ten only Rutgers has older football facilities than Nebraska. (*Rutgers is currently fundraising for a new football performance center.) Conference foes Purdue and Illinois have constructed the newest stand-alone football only facilities in the conference. Purdue’s new \$65 million, 112,000 sf Football Performance Complex opened in the fall of 2017. Illinois has just opened its new \$79 million 107,650 sf Henry Dale and Betty Smith Football Center in July of 2019. In comparison, Nebraska has only 67,000 GSF allocated to football team spaces, yet carries one of the largest rosters in all of college football at roughly 170 student-athletes.

The trend with these stand-alone facilities is that they continue to increase in size as football programs continue to expand their staff sizes, buildings incorporate more specialized spaces for recruiting and sports science, and everything is under one roof.

North Stadium Expansion

Program Statement

ONE STOP SHOP / EFFICIENCY.

Not only are football training facilities getting larger, they are also becoming more efficient. The time current student-athletes have during their day to complete everything they need to do to be successful on and off the field is critical. Many of the newer stand-alone and renovated facilities have been designed to maximize efficiency for the student-athlete specific to football and their other daily tasks.

Coaches and student-athletes have a limited “20 hours of athletically relatable activities per week” that they must adhere to. It is imperative that they be able to maximize these hours practicing, studying, and recovering and not having to travel between buildings in order to get these tasks done.

As football facilities have developed there are 3 main components that make a great football training facility site. It is a site which allows the football building to:

- Directly connect to the outdoor practice fields.
- Directly connect to indoor practice building.
- Directly connect to the football stadium.

Using that criteria, our analysis of other Power 5 conference schools has shown that:

- Only 37 football programs have direct access to their outdoor practice fields.
- Of those 37 programs, only 27 have direct connection to their indoor buildings as well.
- Finally, of those 27 programs with connection to both the outdoor practice fields and indoor practice facility, only 5 programs are connected to their stadium or directly adjacent to it.

A UNIQUE OPPORTUNITY.

The University of Nebraska football program has an opportunity to create a new facility like no other program in the nation. It is an opportunity to once again “Lead the Nation.”

The proposed site for the new Football Performance Center is on the current Ed Weir Track. This site provides many opportunities not just for the football program but for all University of Nebraska student-athletes. The Center will include a new Training Table and Academic Center available to all student-athletes as well as over 100,000 sf dedicated solely to football team spaces.

Currently these spaces for athletics sit at either the north end of the stadium or on the lower west sideline. By moving them to the proposed Ed Weir Track site, they will be better integrated with the overall campus as students will simply be able to enter the new facility from the campus mall. It is a building which will help to complete the mall yet respect the recently completed Nebraska Sports Hall of Fame and “Kissing Columns” locations.

Once a football student-athlete enters the new building everything will truly be a “One Stop Shop”. A football student-athlete can grab a meal as they enter the new facility before meeting with their academic counselor across the hallway. Following that meeting they can either go upstairs and meet with their coach for a quick conversation or head downstairs and get prepared for their daily activities. Once the player has changed into their necessary clothing/gear in the new locker room they can then quickly and efficiently move to their next task whether it is getting taped in the Sports Med suite, beginning their lifting routine in a new weight room, traveling at the same floor level inside to the Hawks Indoor facility for practice and then finishing up on the outdoor practice fields and going back inside to their locker room.

The location of the new facility not only makes Monday-Friday a better experience for the football team. On game days the team will be able to use the locker room in the new facility to begin their “Tunnel Walk.” As they come out of the new Football Performance Center the team will then enter

North Stadium Expansion

Program Statement

into the new NE Tower that will enable fans to not only slap the players hands but will also allow fans at multiple levels to look down and cheer on the team as they make their way inside the stadium.

Nebraska's other student-athletes will also be able to enjoy the "One Stop Shop" nature of the new building. As they enter from the campus mall they will also be able to quickly grab a meal and meet with the academic support staff. From there they will be able to make their way either to the existing Tom and Nancy Osborne Athletic Complex in the North Stadium or to the Hawks Indoor facility without ever having to go outside.

The study has looked at renovating and expanding the current Sports Med space in the Tom and Nancy Osborne Athletic Complex to better serve all of Nebraska's student-athletes outside of Football. By moving football out of the North End Zone this will provide multiple opportunities within the existing shell to accommodate other programs, whether for Athletics or Memorial Stadium programming.

Because of its close proximity to the existing North Stadium Athletic Department offices, the Athletic Director and his staff will be able to communicate efficiently with the Football coaches. Athletic department staff will also be able to easily access the dining area as well.

RECRUITING WOW.

The new facility will enhance the recruiting process. As recruits and their families arrive at the entry they will visually realize they are not only in the heart of campus but they are right outside the east entry into Memorial Stadium as well. This is not a facility that is tucked away or hidden from the rest of campus and its students. Once the family steps out of the vehicle they never have to get in the car again until their visit concludes.

The new Football Performance Center will be designed in a way, using feedback from the current Coaching and Athletics staff, to allow Nebraska fans to visit the facility without intruding on the day-to-day activities. Nebraska football has always allowed fans access to their facility and in the proposed location can expect to see that same desire of fans to see the "Home of Nebraska Football."

The building will also reinforce the Nebraska brand and culture. Hard work, sacrifice, integrity, "A desire to excel with no fear of failure." It will include consistent branding and messaging so that all coaches, recruiting coordinators and athletics staff are able to speak confidently about what is most important at Nebraska and what makes Nebraska like no other place. Recruits will feel the tradition, they will understand the passion of the fans, and most importantly they will realize they have not seen anything else like it on all of their recruiting visits.

This is an opportunity to once again "LEAD THE NATION." This is Nebraska and

THERE IS NO PLACE LIKE NEBRASKA.

GO BIG RED!

C. Purpose and objectives

The purpose of the proposed project is to promote and continue to support the expanding needs of the Nebraska Football program and other Athletic Department sports. In addition, the project will help enhance the fan experience at Memorial Stadium. Proposed changes will meet the following objectives:

- Improve and expand spaces for football team coaching, training, recovery, and practice
- Improve student-athlete health and safety with improved and expanded sports medicine spaces
- Improve student-athlete support services
- Improve student-athlete experience and enhance recruitment of student athletes
- Improve athletic administration spaces

North Stadium Expansion

Program Statement

- Improve fan safety and accessibility in North Stadium
- Improve fan amenities for North Stadium fans
- Promote the Athletic Department and University of Nebraska-Lincoln brand

2. Justification of the Project

A. Data that supports the funding request

It is essential the University of Nebraska–Lincoln keep the Athletic Department and football program strong so it can continue to be not only self-supporting, but a sustaining member of the University community. Unlike many public universities, the Athletic Department does not receive any state general operating funds. In fact, the Athletic Department annually contributes several million dollars to the University of Nebraska-Lincoln.

B. Alternatives considered

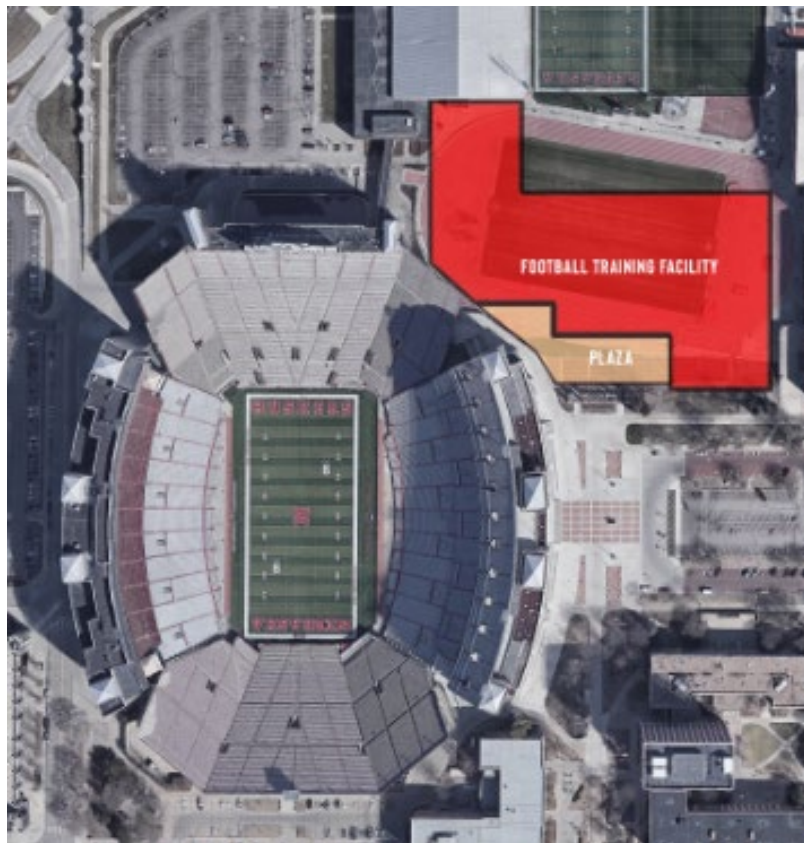
Alternatives considered included renovation of the existing north stadium space as well as a potential location north of the Tom and Nancy Osborne Athletic Complex in the existing north parking lot. Neither location accommodates the Football Performance Center adequately. The location to the north had other impacts to the campus that were not desirable.

3. Location and site considerations

A. County: Lancaster

B. Town or campus: City Campus

C. Proposed site



North Stadium Expansion

Program Statement

D. Statewide building inventory:

Osborne Athletic Complex	51ZZ0448100
North Stadium	51ZZ0073700B
East Stadium	51ZZ0049600B

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The proposed site is bounded by Memorial Mall, East Stadium, Tom and Nancy Osborne Complex, Hawks Championship Center Indoor practice field, the exterior practice fields, and the Coliseum.

2) Utilities

New utilities will be provided to the complex from the campus central utilities plant located to the north of the site.

3) Parking & circulation

Parking and vehicular and pedestrian circulation in the vicinity of Memorial Stadium will be affected during construction of the project. Portions of the parking lot North of Memorial Stadium, as well as portions of the Northwest service dock area will be closed for staging and storage of construction materials. Alternate routes for pedestrians and service vehicle traffic will be planned in coordination with the contractor during the design phase as the extent of the construction zone is determined.

It is anticipated that construction will take place during the football season along with other activities. In this case, appropriate safety measures will be taken to protect fans and staff as they enter and leave the facility. Based on the proposed project footprint, it is anticipated that the pedestrian walkway along the North and West sides of the stadium could be impacted by construction. The design team will examine if the project can be phased to minimize pedestrian circulation impact during the football season.

Services to the stadium complex will be improved with the expansion of the dock area at the Football Performance Center to handle football and Training Table deliveries.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.

This project aligns with the goals outlined in the University of Nebraska Strategic Planning Framework 2014-2016. Specifically, the following goals are most pertinent:

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

c. Allocate resources in an efficient and effective manner.

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

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.

North Stadium Expansion

Program Statement

B. Consistency with the agency comprehensive capital facilities plan (year of plan and updates or revisions)

The proposed project complies with Plan Big (2013) and supports the following master plan goals:

- Contributing and reinforcing the whole of campus by better integrating Memorial Stadium into campus life and environment
- Branding by creating a project identity which makes a connection between the project's content and its constituents, and creates a clear, consistent message of excellence
- Quality of campus landscape systems and spaces and increased connectivity on campus by creating an iconic entryway on the east side of the stadium
- Reinforce the historic and proposed patterns of development on the campus that are identified in the master plan
- Vehicular, pedestrian and bicycle traffic access (and the integration of each type with the others)

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The Statewide Facilities Plan includes the following goal:

Nebraskans will advocate a physical environment for each of the state's postsecondary institutions that: supports its role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.

Project features that support this goal include:

- Consolidates operations in appropriately sized, efficient spaces with appropriate adjacencies that maximize effectiveness
- Spaces designed for growth opportunities in future areas of need and for flexible, nimble, effective and adaptive use

5. Analysis of existing facilities

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

The proposed project will provide new space for football operations, football offices, football meeting rooms, training table, academics, athletic medicine, north loading dock area, new restrooms, concessions and vertical transportation opportunities for North stadium fans. Approximately 16,900 Gross Square feet on 1st floor of the Tom and Nancy Osborne Athletic Complex (OAC) will be renovated to expand the existing Athletic Medicine area and to create special event space. This existing expanded Athletic Medicine area will be used by all other sports except football. The other vacated areas in west stadium and vacated existing football spaces on 1st and 2nd floor of OAC will be redeveloped.

As part of this project, approximately 6,000 gross square feet of the Hawks Championship Center will be renovated to create a new post-game interview space, rearrange Soccer offices, rework mechanical and electrical rooms and other work required to connect the new facility with Hawks.

B. Square footage of existing areas:

Osborne Athletic Complex	158,178 GSF
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North Stadium Expansion

Program Statement

Stadium North	106,161 GSF
Stadium West	264,600 GSF
Hawks Championship Center	132,339 GSF

C. Utilization of existing space by facility, room and/or function

North Stadium includes fan seating and amenities. West Stadium includes student-athlete academic and dining spaces. Athletic Medicine and Football program spaces reside in the Osborne Athletic Complex.

D. Physical deficiencies

Deficiencies in circulation and amenities exist in North Stadium. The following will be addressed with this project:

- Addition of Vertical Transportation for North Stadium
- Addition of Concessions and Restrooms for North Stadium

E. Programmatic deficiencies

The primary deficiency for the Athletic Department is the lack of space within the Athletic Medicine area to provide service to all student-athletes, the size of the football program team meeting rooms, and the desire to have all football players locker in one location. The following will be addressed with the project:

- Expansion of football operations
- Expansion of football locker room
- Expansion of football team meeting rooms
- Expansion of the Training table
- Expansion of Academic support
- Expansion of Athletic Medicine
- Expansion of the dock / service area

F. Replacement cost of existing building

Not applicable for a new building.

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

Memorial Stadium has and will continue to serve the fans of the Husker Football program as it continues play in the Big Ten Conference. It is the goal of Athletics to continue its current record sell-out streak while providing high-quality amenities and additional seating options for fans. The project will improve the game day fan experience in North Stadium with the addition of restrooms, concessions and vertical transportation.

The proposed project will improve facilities for student-athletes as well. The Football program, Training Table, Academics, and support spaces will all be expanded to meet the needs of the current program.

2) Projected occupancy/use levels

North Stadium Expansion

Program Statement

- **Personnel projections**
Staffing levels are expected to remain consistent.
- **Describe/justify projected enrollments/occupancy**
Team rosters and occupancies are expected to remain consistent.

B. Space requirements

1) Square footage by individual areas and/or functions

Space Description	Room Use Code	Total NSF
<u>Classroom Facilities</u>		
Classroom, Seminar Room, Lecture Hall	110	16,750
Classroom Service	115	300
Category 100 Subtotal		17,050
<u>Office Facilities</u>		
Office	310	16,290
Office Service	315	1,770
Conference Room	350	3,890
Category 300 Subtotal		21,950
<u>Special-Use Facilities</u>		
Athletic/Indoor Rec./Physical Education	510	31,310
Audio-Visual, Radio, Television	525	1,260
Clinic (Non-Health Professions)	535	17,045
Other (Future Build-Out, Pool, NE Tower)	590	74,000
Category 500 Subtotal		123,615
<u>General Use Facilities</u>		
Assembly	610	18,200
Food Facilities	630	13,850
Food - Facilities Service	635	1,800
Lounge	650	11,950
Meeting Rooms	680	15,515
Locker Rooms	690	14,330
Future Use, 1 st floor OAC/Hawks	691	22,000
Category 600 Subtotal		97,645
<u>Physical Plant Support Space</u>		
Storage	730	9,960
Support Space	790	2,730
Category 700 Subtotal		12,690
<u>Other Area</u>		
Circulation	WWW	3,175
Restroom Facilities / Custodial	XXX	5,850
Mechanical Area	YYY	14,630
Category Other Subtotal		23,655
TOTAL Net Square Feet		296,605
TOTAL Gross Square Feet		347,500

North Stadium Expansion

Program Statement

2) Basis for square footage/planning parameters

Spaces are based upon the size and scope of the programmatic needs informed by benchmarking, university space guidelines, and existing building and site constraints.

3) Square footage difference between existing and proposed areas (net and gross)

Space Description	Room Use Code	Existing NSF	Proposed NSF	Difference
<u>Classroom Facilities</u>				
Classroom, Seminar Room, Lecture Hall	110	0	16,750	16,750
Classroom Service	115	0	300	300
Category 100 Subtotal		0	17,050	17,050
<u>Office Facilities</u>				
Office	310	6,120	16,290	10,170
Office Service	315	330	1,770	1,440
Conference Room (Office Related)	350	1,890	3,890	2,000
Category 300 Subtotal		8,340	21,950	13,610
<u>Special Use Facilities</u>				
Athletic/Indoor Rec./Physical Education	510	15,200	31,310	16,110
Audio-Visual, Radio, Television	525	845	1,260	415
Clinic (Non-health Professions)	535	7,930	17,045	9,115
Other (Future Build-Out, Pool, NE Tower)	590	0	74,000	74,000
Category 500 Subtotal		23,975	123,615	99,640
<u>General Use Facilities</u>				
Assembly	610	6,827	18,200	11,373
Food Facilities	630	6,737	13,850	7,113
Food - Facilities Service	635	240	1,800	1,560
Lounge	650	3,625	11,950	8,325
Meeting Rooms	680	4,755	15,515	10,760
Locker Rooms	690	6,950	14,330	7,380
Future Use, 1 st floor OAC/Hawks	691	0	22,000	0
Category 600 Subtotal		29,134	97,645	46,511
<u>Physical Plant Support Space</u>				
Storage	730	4,762	9,960	5,198
Support Space	790	0	2,730	2,730
Category 700 Subtotal		4,762	12,690	7,928
<u>Other Area</u>				
Circulation	WWW	4,185	3,175	-1,010
Restroom Facilities / Custodial	XXX	2,000	5,850	3,850
Mechanical Area	YYY	0	14,630	14,630
Category Other Subtotal		6,185	23,655	17,470
TOTAL NET SQUARE FOOTAGE		72,396	296,605	202,209

North Stadium Expansion

Program Statement

C. Impact of the project on existing space

1) Reutilization and function(s)

North Stadium and Osborne Athletic Complex will continue to serve the same main functions and the vacated spaces will be repurposed to other Athletic functions and needs. The vacated spaces in West Stadium will be repurposed to serve football game day functions.

2) Demolition

Minimal demolition will occur in the existing buildings to allow incorporation of circulation with the new facility and to rework vacated spaces. The Ed Weir track will be removed and some demolition will be part of the site work.

3) Renovation

Some renovation is included in the affected existing buildings to facilitate connection with the new building and repurposing of some existing spaces.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

Where practical, existing equipment will be reused. A full evaluation and listing will be completed during the design phase.

B. Additional Equipment

1) Fixed equipment

A detailed list of equipment will be developed during the design phase.

2) Movable equipment

A detailed list of equipment will be developed during the design phase.

3) Special or technical equipment

A detailed list of equipment will be developed during the design phase.

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The proposed expansion for a Football Performance Center and North Stadium modifications will maintain the existing building construction type, consisting of fire-resistive, non-combustible building elements (i.e., structural frame, bearing walls, floors, ceilings, and roofs). Construction will comply with the UNL Design Guidelines and all applicable building codes.

B. Heating and Cooling Systems

A new mechanical system will be provided to serve the new Football Performance Center. Existing systems will be modified as required in North and West Stadium and Hawks to accommodate the modification of existing space. New unit heaters and exhaust fans will be installed to serve the new restroom and concession areas. New direct digital controls (DDC) systems with electronic actuators will be provided throughout the project area in compliance with UNL standards. Major systems will

North Stadium Expansion

Program Statement

be evaluated on many factors, including life cycle cost, to ensure long-term value for the University.

C. Sustainability

The project will include the following sustainable design features:

- Variable air volume HVAC systems
- Demand-controlled ventilation
- Low-flow plumbing fixtures
- Low-voltage lighting control system
- LED lighting
- Low-e window systems

D. Life Safety/ADA

An addressable fire alarm system will be provided for the facility and integrated into the existing stadium system and command center, located in East Stadium. The system and all construction will be designed in accordance with current code requirements, University guidelines, and the adopted ADA and Nebraska Accessibility Guidelines.

E. Security

Elevators and select doors will be equipped with access control devices. The existing closed-circuit security camera system, approved by UNL Police, will be adjusted to monitor the perimeter, seating areas, and each level of the new facility as required. Special security features will be included in the design to provide perimeter protection, including landscaping and structural components.

F. Historic or architectural significance

Although Memorial Stadium is not recognized as a nationally significant historic structure, it is a landmark of importance to the University of Nebraska-Lincoln, the City of Lincoln, the State of Nebraska, and alumni and fans everywhere. The expansion to the Stadium complex will have a major visual impact upon the Stadium. The new design will be respectful of the original stadium architecture while tying together the architectural style of Memorial Stadium. The context of the location on Memorial Mall at the core of City Campus and located near the Nebraska Sports Hall of Fame and “Kissing Columns” will be considered carefully during design.

G. Artwork

The proposed project is not subject to the state 1% for Art program and does not include any significant purchases of art.

H. Phasing

It is anticipated that this project will be completed in several phases due to its complexity and the need for construction and facility availability to overlap with the football schedule and other events planned within Memorial Stadium. The design and construction management team will help develop a more specific phasing schedule that will allow the Athletic Department to continue to use the facilities to the greatest extent possible.

I. Future expansion

The Athletic Department will explore other expansion or improvement opportunities of Memorial Stadium at a future date. Future projects will also be considered for modifications to the existing North and West Stadium spaces vacated by Football, Academics, and the Training Table. This may

North Stadium Expansion

Program Statement

allow for improvements to Wet Lab / Research, Catering Kitchen / Production space, Digital Media, Husker Vision, Set / Studio space, Marketing, Communications, Cheer, Adidas, as well as potential for the development of Game Day premium club space.

- J. Other**
None.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The probable costs of the project were developed based on analysis of construction cost data from the North and East Stadium projects and unit cost take-off of materials by professional consultants. Figures for in-house services and non-construction costs were developed by University staff based on current and historic costs.

2) Identify year and month on which estimates are made and inflation factor used

The estimate was prepared in September 2019 and escalated at 3% per year to a 2021 midpoint of construction.

3) Net and gross square feet

296,605 NSF
347,500 GSF

4) Project cost per net and gross square foot

\$523 / NSF
\$446 / GSF

5) Construction cost per gross square foot

\$335 / GSF

B. Total project cost

Total Project Cost	\$ 155,000,000
Construction	
General Construction	103,778,000
Site Work / Utilities	160,000
Fixed Equipment	258,000
In-House Construction	6,702,000
Construction Contingency	5,545,000
Total Construction Costs	\$ 116,443,000

North Stadium Expansion

Program Statement

Non-Construction	
Project Planning	\$ 149,000
Professional Consultant Fees	11,040,000
Professional In-house	2,283,000
Equipment - Capital	2,228,000
Equipment - Non-Capital	9,425,000
Special & Technical Equipment	10,577,000
Fundraising Expense	281,000
Other	872,000
Non-Construction Contingency	1,702,000
Total Non-Construction Costs	\$ 38,557,000

Total Project Cost	\$ 155,000,000
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C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

Additional annual operational and maintenance costs as a result of this project are estimated to be \$1,750,000.

2) Estimated additional programmatic costs per year

No additional programmatic costs are anticipated as a result of this project.

10. FUNDING

A. Total funds required: \$155,000,000

B. Project Funding Sources:

The anticipated funding profile is:

Funding Sources	Amount	% Total
Private Donations	\$100,000,000	65%
Revenue Bonds	\$50,000,000	32%
Trust Funds	\$5,000,000	3%
Total:	\$155,000,000	100%

C. Fiscal year expenditures

Fiscal Year	Expenditures
Prior FYs	103,731
FY 2020	4,812,279
FY 2021	20,472,357

North Stadium Expansion

Program Statement

Fiscal Year	Expenditures
FY 2022	108,907,072
FY 2023	20,005,112
FY 2024	699,449
Total:	\$155,000,000

11. TIMELINE

BOR approves Program Statement	October 25, 2019
Design Team and CMR Selection	December 2019
Start Design	December 2019
Business Affairs Committee Intermediate Design Review	May 2020
Start construction, early bid packages	June 2020
Complete design	August 2020
Complete construction, new building	June 2022
Start remodeling of existing spaces	July 2022
Occupy new building	August 2022
Complete construction, remodeled spaces	March 2023
Occupy remodeled spaces	April 2023

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1) CCPE review is required.
(Information is included: State funded and/or O&M threshold met)
- 2) CCPE review is not required.

B. Method of Contracting

1) Identify method

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

The Construction Manager at Risk delivery method has been selected to manage the complex nature of this project and provide flexibility to phase to meet a tight timeframe for completion. This method offers pre-construction services to provide estimating, scheduling, design assistance, and constructability reviews during design to help deliver the project on time and within budget. It is anticipated that multiple early bid packages and other techniques will be used to achieve the project schedule.

TO: The Board of Regents Addendum IX-B-2

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Program Statement for Outdoor Track Replacement at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Program Statement for Outdoor Track Replacement at UNL

PREVIOUS ACTION: None

EXPLANATION: The existing location for the Ed Weir Stadium, that is, the area between Memorial Stadium, the Hawks Championship Center and the Coliseum, has been identified as the site for the North Stadium Expansion project (see the immediately preceding item IX-B-1), such that the track needs to be relocated and rebuilt. It is proposed that a new track facility be constructed north of the Devaney Sports Center. It will include a synthetic track, infield turf area for soccer and track programs, as well as stadium seating, press box, concessions, restrooms, event management space, support facilities and parking.

This item has been reviewed by the Business Affairs Committee.

Proposed start of construction	March 2020
Proposed completion of construction	March 2021

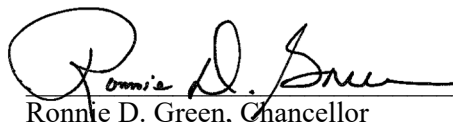
PROJECT COST: Project Budget \$11,475,000

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$75,000

SOURCE OF FUNDS: Revenue Bonds, Private Donations, or Trust Funds

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: September 26, 2019

Program Statement

Project Name: Outdoor Track Replacement

Campus: University of Nebraska-Lincoln City Campus

Date: October 25, 2019

Prepared by: Husker Athletics, NU Facilities Planning & Construction, and The Clark Enersen Partners

Campus Project No:

Phone: 402/472-3131

1. Introduction

A. Background and history

On Mar. 16, 1974, the Board of Regents approved naming the outdoor track the "Edwin F. Weir Memorial Track Facility." Athletic Director Bob Devaney wrote a letter to Chancellor James H. Zumberge on May 8, 1973, outlining some of the reason for naming the track after Weir: "Mr. Weir has been associated with the University of Nebraska for more than fifty years, as a player, a coach and a staff member. During that span, he endeared himself to Nebraskans in all walks of life. Ed was a superb high school athlete from Superior, Nebraska who enrolled at the University and worked diligently towards stardom. He brought honor and glory to the Cornhuskers in the mid-1920s as the first of the "red-dogging" linemen. Twice he played starring roles in defeats of Notre Dame's Four Horsemen and in 1925 he played a key role in the defeat of Illinois by helping to hold Red Grange to minus-yards rushing. After playing professional football, Mr. Weir returned to his alma mater to assist in football and track coaching... he guided Nebraska to give indoor and five outdoor conference championships.... Ed Weir is "Mr Cornhusker," to Nebraska football and track fans because of his many years of service...." (Devaney, 1973)

Nestled between Memorial Stadium, the Hawks Championship Center and the Coliseum, the Huskers' outdoor track is in the very heart of Nebraska's athletic complex. Ed Weir Stadium is bordered on the south by stand-alone columns and provides a beautiful setting for home meets.

In 2000, The Clark Enersen Partners designed the renovation of the 3,500-seat track and field venue at Ed Weir Stadium, including a \$2 million track replacement. In 2005, the infield was renovated to serve the Husker soccer team.

The track features a Mondo synthetic rubber surface, the same surface used by many of the world's top competitive sites, including Olympic venues. Lanes were widened to 48 inches, the widest allowable for IAAF amateur events. New areas for shot-put, pole vault, discus, high jump, hammer throw, and steeplechase were provided. The space was reconfigured to better serve the sports and spectators.

The infield is comprised of a natural turf, sand-based athletic field system, and can be utilized by the men's and women's track teams for field events. The field features a corrugated subdrainage piping system, washed pea gravel subdrainage material, sand rootzone growing medium, automatic irrigation system, and a bluegrass blend turf. Sideline seating and a new videoscreen scoreboard give a close view of the action. Lighting is consistent with NCAA Division I requirements.

The existing location has been identified as the site for the North Stadium Expansion project so the track needs to be rebuilt elsewhere.

B. Project description

The project will provide a new track facility north of the Devaney Sports Center. It will include a synthetic track, infield turf area for soccer and track programs as well as stadium seating, press box, concessions, restrooms, event management space, support facilities and parking.

C. Purpose and objectives

The purpose of the proposed project is to promote and continue to support the expanding needs of the Athletic Department sports. Proposed changes will meet the following objectives:

Outdoor Track Replacement

Program Statement

- Improve student-athlete access to the outdoor track with a closer proximity to the indoor track
- Improve coach access to the outdoor track with a closer proximity to the indoor track/offices
- Improve student-athlete support services
- Improve student-athlete experience and enhance recruitment of student athletes
- Promote the Athletic Department and University of Nebraska-Lincoln brand

2. Justification of the Project

A. Data that supports the funding request

It is essential the University of Nebraska–Lincoln keep the Athletic Department strong so it can continue to be not only self-supporting, but a sustaining member of the University community. Unlike many public universities, the Athletic Department does not receive any state general operating funds. In fact, the Athletic Department annually contributes several million dollars to the University of Nebraska-Lincoln.

B. Alternatives considered

Alternatives considered include several locations within the Nebraska Innovation Campus (NIC) boundary. The proposed location allows all NIC building pad locations and associated parking to be developed.

3. Location and site considerations

A. County: Lancaster

B. Town or campus: City Campus

C. Proposed site



Outdoor Track Replacement

Program Statement

D. Statewide building inventory: Not applicable

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The proposed site is bounded by Antelope Creek, Salt Creek, The Ice Box, and Transformation Drive. Devaney Sports Center is south across Transformation Drive. The Dillon Tennis Center is to the north.

2) Utilities

New utilities will be provided to the complex.

3) Parking & circulation

Parking and vehicular and pedestrian circulation in the vicinity of the proposed site will be affected during construction of the project. Portions of the parking lot North of Devaney Center / West of the Ice Box will be closed for staging and storage of construction materials. Alternate routes for pedestrians will be planned in coordination with the contractor during the design phase as the extent of the construction zone is determined.

It is anticipated that construction will take place during the volleyball, gymnastics, wrestling, and indoor track seasons along with other activities. In this case, appropriate safety measures will be taken to protect fans and staff as they enter and leave the Devaney facility. The design team will examine if the project can be phased to minimize pedestrian circulation impact during the football season.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.

This project aligns with the goals outlined in the University of Nebraska Strategic Planning Framework 2014-2016. Specifically, the following goals are most pertinent:

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

c. Allocate resources in an efficient and effective manner.

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

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.

B. Consistency with the agency comprehensive capital facilities plan (year of plan and updates or revisions)

Plan Big (2013) did not address locations other than main City and East campuses. This project does follow some of the plan's tenets of forming programmatic connections by grouping like activity together, supporting growth, creating a memorable UNL identity, creating places for people, and thinking big.

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The Statewide Facilities Plan includes the following goal:

Outdoor Track Replacement

Program Statement

Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.

Project features that support this goal include:

- Consolidates operations in appropriately sized, efficient spaces with appropriate adjacencies that maximize effectiveness
- Spaces designed for growth opportunities in future areas of need and for flexible, nimble, effective and adaptive use

5. Analysis of existing facilities

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

The track and soccer programs are the main users of the existing facility. These programs will continue to need this type of space.

B. Square footage of existing areas:

The existing areas affected by the project will be:

Existing building	2,400 NSF & GSF
Existing track area	239,580 NSF & GSF

C. Utilization of existing space by facility, room and/or function

Space Description	Room Use Code	Existing NSF
Physical Plant Support Space	730	2,400
TOTAL NET SQUARE FOOTAGE		2,400

D. Physical deficiencies

Deficiencies in the availability of restrooms and concessions exist at the current track location. The new location will include both.

E. Programmatic deficiencies

The primary deficiency for the Athletic Department is the lack of space within the press box and lighting. The following will be addressed with the project:

- Provide Press Box
- Provide Track lighting
- Provide Event Support Facilities

F. Replacement cost of existing building

Not applicable for a new building.

6. Facility Requirements and the Impact of the Proposed Project

Outdoor Track Replacement

Program Statement

A. Functions and purpose of the proposed program

1) Activity identification and analysis

The outdoor track will continue to serve the fans of the Husker Track program as it continues to compete in the Big Ten Conference. It is the goal of Athletics to continue to provide high-quality amenities and seating options for fans. The project will improve the track event fan experience with the addition of restrooms and concessions adjacent to the track.

The proposed project will improve facilities for student-athletes as well. The new outdoor track will be within proximity of the indoor track, track coach offices, and support spaces located within the Devaney Center.

2) Projected occupancy/use levels

- **Personnel projections**

Staffing levels are expected to remain consistent.

- **Describe/justify projected enrollments/occupancy**

Team rosters and occupancies are expected to remain consistent.

B. Space requirements

1) Square footage by individual areas and/or functions

Space Description	Room Use Code	Total NSF
<u>Special-Use Facilities</u>		
Audio-Visual, Radio, Television	525	150
Clinic (Non-Health Professions)	535	600
Category 500 Subtotal		750
<u>General Use Facilities</u>		
Food Facilities	630	1,000
Category 600 Subtotal		1,000
<u>Physical Plant Support Space</u>		
Storage	730	3,100
Support Space	790	640
Category 700 Subtotal		3,740
<u>Other Area</u>		
Circulation	WWW	0
Restroom Facilities / Custodial	XXX	2,240
Mechanical Area	YYY	600
Category Other Subtotal		2,840
TOTAL Net and Gross Square Feet		8,330

2) Basis for square footage/planning parameters

Outdoor Track Replacement

Program Statement

Spaces are based upon the current size, scope of the programmatic needs informed by benchmarking, university space guidelines, and existing building and site constraints.

3) Square footage difference between existing and proposed areas (net and gross)

Space Description	Room Use Code	Existing NSF	Proposed NSF	Difference
<u>Special Use Facilities</u>				
Audio-Visual, Radio, Television	525		150	150
Clinic (Non-health Professions)	535		600	600
Category 500 Subtotal			750	750
<u>General Use Facilities</u>				
Food Facilities	630		1,000	1,000
Category 600 Subtotal			1,000	1,000
<u>Physical Plant Support Space</u>				
Storage	730	2,400	3,100	700
Support Space	790	0	640	640
Category 700 Subtotal		2,400	12,690	1,340
<u>Other Area</u>				
Circulation	WWW			
Restroom Facilities / Custodial	XXX		2,240	2,240
Mechanical Area	YYY		600	600
Category Other Subtotal			2,840	2,840
TOTAL NET SQUARE FOOTAGE		2,400	8,330	5,930

C. Impact of the project on existing space

1) Reutilization and function(s)

The proposed project provides a site for the North Stadium Expansion project.

2) Demolition

Minimal demolition will occur on site. The existing space is currently a gravel parking lot.

3) Renovation

None assumed.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

Existing equipment will be reused. A full evaluation will be completed during the design phase.

Outdoor Track Replacement

Program Statement

B. Additional Equipment

1) Fixed equipment

Full reuse will be verified during the design phase.

2) Movable equipment

Full reuse will be verified during the design phase.

3) Special or technical equipment

Full reuse will be verified during the design phase.

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The proposed track support facilities will provide a commercial building construction type, consisting of fire-resistive, non-combustible building elements (i.e., structural frame, bearing walls, floors, ceilings, and roofs). Construction will comply with the UNL Design Guidelines and all applicable building codes.

B. Heating and Cooling Systems

A new mechanical system will be provided to serve the new track support facilities. Unit heaters and exhaust fans will be installed to serve the new restroom and concession areas. Direct digital controls (DDC) systems with electronic actuators will be provided throughout the project area in compliance with UNL standards. Major systems will be evaluated on many factors, including life cycle cost, to ensure long-term value for the University.

C. Sustainability

The project will include the following sustainable design features:

- Variable air volume HVAC systems
- Demand-controlled ventilation
- Low-flow plumbing fixtures
- Low-voltage lighting control system
- LED lighting
- Low-e window systems

D. Life Safety/ADA

An addressable fire alarm system will be provided for the facility. The system and all construction will be designed in accordance with current code requirements, University guidelines, and the adopted ADA and Nebraska Accessibility Guidelines.

E. Security

Select doors will be equipped with access control devices. The existing closed-circuit security camera system, approved by UNL Police, will be adjusted to monitor the site, building perimeter, and seating areas of the new facility as required. Special security features will be included in the design to provide perimeter protection, including landscaping and structural components.

F. Historic or architectural significance

Outdoor Track Replacement

Program Statement

None.

G. Artwork

The proposed project is not subject to the state 1% for Art program and does not include any significant purchases of art.

H. Phasing

It is anticipated the project will be completed in one phase.

I. Future expansion

The Athletic Department will explore other expansion or improvement opportunities of the site at a future date.

J. Other

None.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The probable costs of the project were developed based on analysis of construction cost data from recent track replacements and unit cost take-off of materials by professional consultants. Figures for in-house services and non-construction costs were developed by University staff based on current and historic costs.

2) Identify year and month on which estimates are made and inflation factor used

The estimate was prepared in September 2019.

3) Net and gross square feet

Building	8,330 NSF & GSF
Track and grandstand	239,580 NSF & GSF
Total GSF =	247,910

4) Project cost per net and gross square foot

Total Project Cost	\$11,475,000
\$48/ NSF & GSF	

5) Construction cost per gross square foot

Total Construction Cost	\$9,841,000
\$40 / GSF	

Outdoor Track Replacement

Program Statement

B. Total project cost

Construction	
General Construction	9,293,000
Site Work / Utilities	included
Fixed Equipment	0
In-House Construction	80,000
Construction Contingency	468,000
Total Construction Costs	\$ 9,841,000
Non-Construction	
Project Planning	25,000
Professional Consultant Fees	742,000
Professional In-house	294,000
Equipment	0
Land Acquisition	500,000
Other	33,000
Non-Construction Contingency	40,000
Total Non-Construction Costs	\$ 1,634,000
Total Project Cost	\$ 11,475,000

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

Additional annual operational and maintenance costs as a result of this project are estimated to be \$75,000.

2) Estimated additional programmatic costs per year

No additional programmatic costs are anticipated as a result of this project.

10. FUNDING

A. Total funds required: \$11,475,000

B. Project Funding Sources:

The anticipated funding profile is:

Funding Sources	Amount	% Total
Private Donations	\$1,000,000	9%
Trust Funds	\$10,475,000	91%
Total:	\$11,475,000	100%

Outdoor Track Replacement

Program Statement

C. Fiscal year expenditures

Fiscal Year	Expenditures
FY 2020	6,475,000
FY 2021	5,000,000
Total:	\$11,475,000

11. TIMELINE

BOR approves Program Statement	October 25, 2019
Design Team Selection	October 2019
Start Design	November 2019
Business Affairs Committee Intermediate Design Review	January 2020
Complete Design	February 2020
Start Construction	March 2020
Complete construction of track surfacing and sod	September 2020
Complete construction of new building / site	March 2021
Occupy new building / facility	March 2021

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1) CCPE review is required.
(Information is included: State funded and/or O&M threshold met)
- 2) CCPE review is not required.

B. Method of Contracting

1) Identify method

Design Bid Build

2) Provide rationale for method selection

The project is well suited to be designed and documented completely with stakeholder input. Then the project information will be publicly bid, contracted, and constructed.

TO: The Board of Regents Addendum IX-B-3

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Program Statement for New College of Engineering Building at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Program Statement for New College of Engineering Building at UNL

PREVIOUS ACTION: None

EXPLANATION: Since its inception in 1877, the College of Engineering has been the leading academic entity in the state of Nebraska charged with providing engineering education and leading technology-based economic development. Enrollments, research expenditures, and rankings all represent a consistent ten-year trend of growth and improvements in the college. The College of Engineering is uniquely structured across three campuses – City Campus and East Campus in Lincoln and Scott Campus in Omaha.

The proposed project consists of a new building on City Campus fronted along Vine Street. The facility will be approximately 181,500 gross square feet on the east side of Othmer Hall over a vacated 17th Street right-of-way. The closing of 17th Street creates an opportunity for a strong focus building at the intersection of 17th and Vine that will be the student hub for the College of Engineering. The site also allows for repurposing the streetscape to serve as an active learning space for the College of Engineering and a passive recreation space for the Abel and Sandoz Residence Halls.

This items has been reviewed by the Business Affairs Committee.

Proposed start of construction	May 2020
Proposed completion of construction	June 2023

PROJECT COST:	Project Budget	\$85,000,000
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ON-GOING FISCAL IMPACT:	Estimated Operating and Maintenance	\$1,725,000
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SOURCE OF FUNDS: Private Donations

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: September 26, 2019

Program Statement

Project Name: New College of Engineering (COE) Building
Campus: UNL City Campus
Date: October 25, 2019
Prepared by: NU Facilities Planning & Construction, College of Engineering, and
RDG Planning & Design
Campus Project No.: 12788
Phone: (402) 472-3131

1. Introduction

A. Background and history

Since its inception in 1877, the College of Engineering (COE) has been the sole academic entity in the state of Nebraska charged with providing engineering education and leading technology-based economic development. It does this by delivering affordable, high quality undergraduate and graduate education, and conducting cutting edge research in the construction, computing, and engineering disciplines. The COE has seven academic units with 12 ABET accredited undergraduate degree programs, 13 masters programs, and 11 doctoral programs. As of the fall 2018 semester, the college had 195 tenured/tenure-track faculty and 45 other faculty who provide educational experiences and professional mentoring to approximately 3,000 undergraduate students and over 400 graduate students. Research expenditures have increased to \$36 million and the college is currently ranked 80th among 206 engineering colleges in the *US News & World Report* undergraduate rankings. Enrollments, research expenditures, and rankings all represent a consistent ten-year trend of growth and improvements in the college. In the last five years, the college hired 101 new faculty across the campuses.

The COE is uniquely structured across three campuses – City Campus and East Campus in Lincoln and Scott Campus in Omaha. The Scott Campus houses the Durham School of Architectural Engineering and Construction (DURHAM) and the Peter Kiewit Institute (PKI). The University completed a renovation of the Peter Kiewit Institute building in 2012 and the COE added an additional 30,000 square feet of space in the Scott Technology Center in 2015. East Campus houses Biological Systems Engineering (BSE) which includes Agricultural Engineering. City Campus is home to the remainder of the academic units and degree programs in COE. Both Civil Engineering (CIVIL) and Electrical and Computer Engineering (ECE) have presence on both City Campus and Scott Campus.

In 2011, the COE joined the Big Ten Plus Engineering Consortium that, in addition to the Big Ten colleges of engineering, includes MIT, Cornell, Carnegie Mellon, Georgia Tech, Berkeley, Stanford, and the University of Texas at Austin. This is, without question, the single best collection of colleges of engineering in the country. All but one is ranked in the top fifty by *US News & World Report* and many are in the top twenty. The consortium represents a dramatic change in peer group when compared to the Big 12 and provides support as the COE endeavors to become a top fifty college within ten years.

A facilities survey conducted by the University of Nebraska in 2015/2016 found the buildings in the engineering complex on City Campus were among the worst in the University of Nebraska system. This led the President's and the UNL Chancellor's offices to allocate \$70,000,000 of funds from LB957 to the improvement of the engineering facilities on City Campus.

New COE Building

Program Statement

In response to the survey highlighting the poor conditions of the engineering facilities, the University completed a COE master plan with the assistance of the Clark Enersen Partners. This master plan offered four options for the renovation and expansion of the COE complex in order to improve undergraduate and graduate education, support a larger research enterprise, and address the lack of space on City Campus. The master plan cost estimates ranged from \$152,000,000 to \$173,000,000.

At the direction of the Dean of the COE, a ten-member faculty task force studied the facility needs of the college. The task force reviewed engineering buildings at peer and aspirational institutions. Members also visited new engineering facilities at UCLA, the University of Texas at San Antonio, and the University of Texas at Austin. The task force determined a need for space to accommodate current and future growth as well as a need for higher quality space to support modern pedagogies and research paradigms and attract and retain students and faculty. The state of the current facilities is limiting growth, hindering student recruitment and success efforts, and creating faculty retention issues.

The University of Nebraska is currently underway with a \$75,456,000 renovation of Scott Engineering Center, improvements to Nebraska Hall, and the construction of a replacement Link building between Scott Engineering Center and Nebraska Hall. The primary focus of the work is to enhance and build capacity for the College of Engineering research enterprise. The renovations to Nebraska Hall primarily include new accessible entrances on the north, elevator upgrades, accessibility upgrades to public restrooms, and fire suppression sprinklers.

B. Project description

The proposed project consists of a new building beside Othmer Hall and fronted along Vine Street. There will be minor renovations to Othmer Hall so the new building can directly connect to the Engineering complex at an upper level. The facility will be approximately 181,500 gross square feet on the east side of Othmer Hall and span over a vacated 17th Street right-of-way. The closing of 17th Street creates an opportunity for a strong focus building at the intersection of 17th and Vine. The site also allows for repurposing the streetscape into a courtyard to serve as an active learning space for the COE and a passive recreation space for the Abel and Sandoz Residence Halls.

The proposed new building will include a student design and project center, faculty and college administrative offices, instructional laboratories, and modern classrooms to support research-based instructional strategies and facilitate the delivery of classes and programs between City and Scott Campuses. The new building will serve as the academic hub for undergraduate education in the College of Engineering.

C. Purpose and objectives

Consistent with the goals of the state and University of Nebraska, the COE must expand its educational, research, and outreach missions if it is to serve as a driver of economic development. Existing industries in the state and region need a larger and better-educated pipeline of highly-qualified engineers. This is particularly true of the state's existing agricultural sector and emerging technical and biomedical sectors. In addition, in order to grow and diversify the state's economy, a robust engineering research enterprise is essential.

New COE Building

Program Statement

This project will enable the COE to meet the needs of the state and achieve the growth goals established by the university. Specific objectives for the project include the following:

- State-of-the-art facilities to improve recruitment and retention of faculty, staff, and most importantly, students.
- Improve student support services, including advising and career services, to form a one-stop center for meeting the needs of current and prospective students.
- Provide spaces for interactive learning and collaboration that allow the college to host regional, national, and international conferences, competitions, and other events.
- Improve classroom spaces to support modern pedagogies that have been proven to improve student learning outcomes, retention, and graduate rates.
- Create a facility that is flexible and economically modifiable to meet future needs of the college's educational and research programs and enable higher utilization rates of all spaces.
- Improve and expand departmental and faculty space to provide better communication and collaboration among faculty within departments, across departments, and across campuses through strategic placement of offices, conferencing areas, student support services, and technology support.
- Improve and expand technology in teaching, learning, and research.
- Develop a sense of place for students, partners and other visitors, faculty, and staff.
- Improve research laboratories to support modern research paradigms, including large scale interdisciplinary research.

2. Justification of the Project

A. Data that supports the funding request

Over the last ten years, the COE has experienced consistent growth in undergraduate enrollment, graduate enrollment, and research expenditures. Though significant, much more rapid growth is required. The COE is committed to long-term growth to 5,000 undergraduate students and 1,100 graduate students; and \$125,000,000 in research expenditures. These growth goals are the key to the college becoming a top 50 college of engineering and a larger driver of economic development in the state. To achieve this, the college must expand its undergraduate and graduate programs and its research enterprise, all of which require additional space that cannot be provided in current facilities.

The project is the impetus for a transformational change for the students, staff, and faculty of the COE and for the Nebraska engineering industry. As the college works to attract new students and nationally-known faculty, a new, more modern facility is essential. The administration and faculty of the college are committed to creating a learning environment that encourages students to work together, much like they will be expected to do when they graduate from college and enter the engineering profession.

The new facility envisioned in this project will allow students to attend class, study, work on group assignments, interact with the Nebraska engineering community, develop life and career skills necessary for leaving college, and participate in engineering student organizations all in one space. The sense of community a new and renovated engineering complex will offer will enhance the experience of any UNL student who enters the building. Finally, the new building will be a space to be shared with the business and engineering

New COE Building

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community of Nebraska. The new facility will be a welcoming space to all who enter it, showcase the work being done by academic units and student groups, and foster an intellectual community that engages everyone.

B. Alternatives considered

The COE facility master plan explored building an all new facility to house all of COE. The size of such a complex required relocation to a less-central site. Removing and replacing portions of the existing complex, like the Link and Nebraska Hall, were also considered. The square footage of Nebraska Hall was similarly very costly to replace, and the building also houses many other groups, so that option was deemed too disruptive to the campus. Demolition of the existing Scott Center Link and rebuilding a larger link to support Engineering research is currently underway. The site is, however, too small to support all engineering functions so alternate sites were also investigated.

Prior to selection of the proposed site, four other sites were evaluated.

- Site 1, northeast of Nebraska Hall, was determined to be too small.
- Site 2, north of Nebraska Hall, had flood plain issues and possible soils contamination, and was separated by X Street.
- Site 3, west of Nebraska Hall, was separated by 16th Street and previously designated as a future Campus recreation building site.
- Site 4, at the intersection of 17th and Vine Streets, was selected for this project for several reasons.
 - Optimized the presence of the COE along Vine Street and provided an opportunity to create a focus building on axis with the new 17th Street pedestrian mall.
 - Was large enough to construct the proposed construction and still had the opportunity to create a new outdoor courtyard space between the existing COE buildings, the new building site, and the residence halls.

3. Location and site considerations

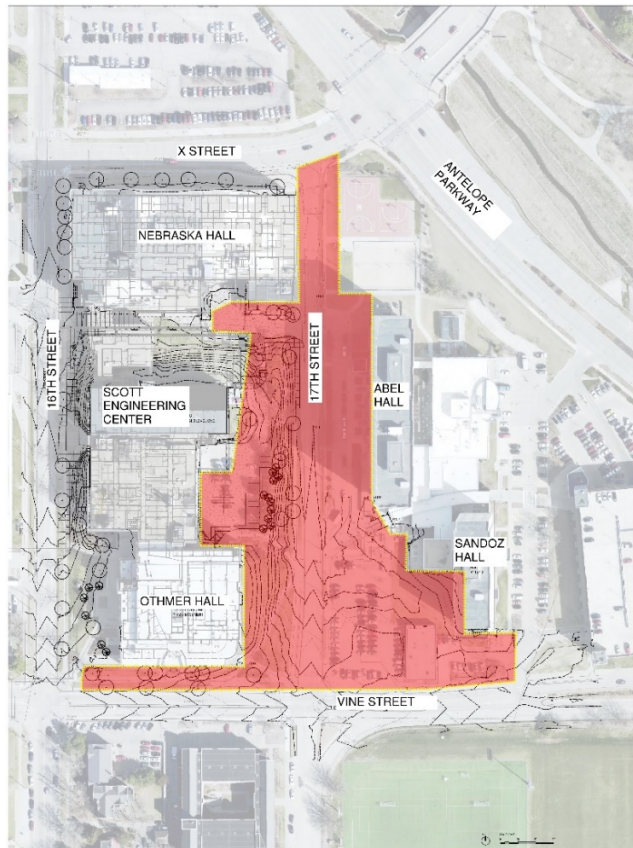
A. County: Lancaster.

B. Town or campus: University of Nebraska-Lincoln City Campus.

New COE Building

Program Statement

C. Proposed site



D. Statewide building inventory (for existing buildings):

Othmer Hall.....	51ZZ003200B
American Mathematics Competitions Building (Math).....	51ZZ0052400B

E. Influence of project on existing site condition

1) Relationship to neighbors and environment

The site is located within the northeast corner of City Campus and is adjacent to the rest of the complex- Othmer Hall, Scott Engineering Center, the coming new Link, and Nebraska Hall. Housing facilities neighbor the complex- Abel Hall, Abel-Sandoz Welcome Center, and Sandoz Hall. Student housing, including Greek housing, along with recreation fields and courts are located on the south side of the site, across Vine Street.

2) Utilities

Existing utilities within 17th Street (north of Vine Street) will either be relocated or worked around to maintain services to the existing buildings in the area. Utilities closer to Vine Street and anticipated to be impacted by building construction include:

- Six-inch water main within 17th Street and domestic water and fire service lines serving residence halls.

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- Two-inch gas main within 17th Street.
- Fiber duct bank along the east side of 17th Street, serving residence halls.
- Overhead power line.
- Various site lighting and associated conduit.
- Irrigation.
- Eight-inch sanitary sewer main running from the northeast corner of Othmer Hall to northeast and north from there.

Additional utilities that may be affected upon finalization of the northern courtyard, and eventual grades of the new pedestrian area north of the proposed building area include:

- Storm and sanitary sewer within 17th Street between Nebraska Hall and SEC Link.
- Additional water mains and service lines to Abel Hall.
- Gas service, electrical, and fiber duct banks between Nebraska Hall and SEC Link.
- Various site lighting and associated conduit.
- Irrigation.

3) Parking & circulation

Pedestrians currently travel from the Abel/Sandoz complex diagonally across 17th Street to the southeast corner of Othmer Hall. This existing path will be maintained and enhanced as pedestrians pass by a new building which showcases the COE and its programs.

The south portion of 17th Street from Vine to X Streets will become a building site and pedestrian mall. Both University and University leased parking will be reduced and modified. A new fire and service access road will be located between the new building and Sandoz Hall to provide a clear path of travel for emergency vehicles to access the west side of the residence halls and east side of the engineering complex. Service access to Nebraska Hall, SEC, and Othmer Hall loading docks will be maintained by converting the north portion of 17th Street into two-way traffic accessed from X Street.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.

This project aligns with the goals outlined in the University of Nebraska Strategic Planning Framework 2014-2016. Specifically, the following goals are most pertinent:

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.*

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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.*
 - 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.*
 - e. *Encourage and facilitate the commercialization of research and technology to benefit Nebraska.*
 - 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.*
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.*
 - b. *Increase undergraduate and graduate student participation in research and its application.*
 - c. *Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.*
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.*
 - c. *Support Nebraska's economic development.*
6. *The University of Nebraska will be cost effective and accountable to the citizens of the state.*
 - b. *Maintain a safe environment for students, faculty, staff and visitors.*
 - c. *Allocate resources in an efficient and effective manner.*
 - i. *Use best practices in procurement and construction and other business engagement.*
 - d. *Maximize and leverage non-state support.*
 - ii. *Collaborate with the University of Nebraska Foundation to secure private support for university priorities.*

B. Consistency with the agency comprehensive capital facilities plan (year of plan and updates or revisions)

Plan Big (2013) depicts 17th Street as a pedestrian-oriented mall that accommodates service needs. A new building site is shown at the northeast corner of 17th and Vine Streets. The

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architectural and design principles propose that the 17th Street district be developed with a strong sense of identity and scale. The design principles that this proposal embraces include:

- Buildings must relate to and define outdoor campus spaces.
- Places should express UNL's place as a premier, forward-looking institution where high levels of achievement are the standard.
- Places should create spaces that inspire social and intellectual collaboration.
- Design of facilities should respect the existing campus fabric yet allow for exceptions that create landmark focus.

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The project is consistent with Nebraska's Coordinating Commission for Postsecondary Education Comprehensive Statewide Plan for Postsecondary Education, Chapter 6: Statewide Facilities Plan; specifically, as follows:

Nebraskans will advocate a physical environment for each of the state's postsecondary institutions that: supports its role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.

Individual capital construction projects will support institutional strategic and comprehensive facilities plans; comply with the Comprehensive Statewide Plan for Postsecondary Education, which includes the Statewide Facilities Plan; and not unnecessarily duplicate other facilities.

5. Analysis of existing facilities

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

The existing COE is housed in a complex of four connected structures (Nebraska Hall, new Link, Scott Engineering Center, and Othmer Hall). The existing programs and student and faculty requirements exceed the capacity of the current facilities. The proposed project will create room for ongoing and future growth and improve the quality of facilities.

B. Square footage of existing areas

Not applicable for new construction

C. Utilization of existing space by facility, room and/or function

Not applicable for new construction

D. Physical deficiencies

Not applicable for new construction

E. Programmatic deficiencies

The primary programmatic deficiency remaining in the Engineering Complex is lack of student focused space.

F. Replacement cost of existing building

Not applicable for new construction

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6. Facility Requirements and the Impact of the Proposed Project**A. Functions and purpose of the proposed program****1) Activity identification and analysis**

The proposed program meets the space requirements of 21st century engineering college facilities. Both classrooms and teaching laboratories will be configured to maximize adaptability and utilization. The facility will expose the innovative and unique activities in the college. The proposed new construction will enhance the presence of the COE, enticing students to experience activities taking place in the college.

2) Projected occupancy/use levels

Projections were developed for the seven academic units plus shared programs in the COE based on historical data, recent enrollment trends, and comparison to other Big 10 and like size institutions' colleges of engineering.

- **Personnel projections**

COE Group	2018	2027
Tenured/Tenure Track Faculty	204	234
Non-Tenured Faculty	22	35
Research Faculty	18	37
Staff	128	192
Graduate Students	631	1107
Undergraduate Students	3,636	6,008

- **Description/justify projected enrollments/occupancy**

The COE has experienced consistent annual increases in undergraduate enrollment and graduate enrollment over the last five years and this is expected to continue and expand. Economic growth in Nebraska, the Midwest, and the United States is being driven by STEM, and especially engineering-related activity. Multiple recent studies have demonstrated that US universities are not graduating enough engineers to sustain this economic growth. This is true across the state of Nebraska and nationally. Nebraska is now aggressively promoting STEM fields in K-12 schools and the COE needs to be prepared to educate these students as they matriculate to postsecondary education programs. The COE is positioning itself for continued growth to meet the needs of the university, the state, and the nation.

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B. Space requirements**1) Square footage by individual areas and/or functions**

Space Description	Space Use Code	New NSF
Classrooms		
Lecture/Active Learning Classroom	100	24,300
Active Learning Classroom	100	10,080
Small Group Room	100	1,920
Computer Lab	100	3,150
SubTotal		39,450
Teaching Laboratories		
Teaching Laboratories	210	31,900
SubTotal		31,900
Community Space		
Student Study Space	410	4,800
Open Study Space/ Lounge	410	7,700
Café/Vending	630	2,200
SubTotal		14,700
Durham School Faculty Offices		
Offices	310	5,165
Office Support	315	540
Conference Rooms	350	1,175
Faculty Break Area	650	200
SubTotal		7,080
Discipline Based Education Research Group		
Conference/Collaboration Room	350	560
Breakout Rooms	350	1,050
SubTotal		1,610
Dean's Offices		
Offices	310	2,370
Communications, Marketing, Business, HR, and Research Support	310	3,920
Office Support	315	660
Conference Rooms	350	1,200
Lounge/Terrace	650	1,300
SubTotal		9,450

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Space Description	Space Use Code	New NSF
Engineering Student Services		
Undergraduate Programs Offices	310	4,630
Undergraduate Programs Office Support	315	1,130
Undergraduate Programs Conference Rooms	350	1,400
Graduate Programs Offices	310	1,160
Graduate Programs Office Support	315	100
Graduate Programs Conference Rooms	350	500
SubTotal		8,920
Building Support		
Circulation Area	WWW	35,495
Support Space	700	3,090
Custodial Area	XXX	1,080
Toilet Rooms	XXX	3,760
Utilities Areas	YYY	15,890
SubTotal		59,315
Net Square Feet		172,425
Gross Square Feet		181,500
Efficiency		95%

2) Basis for square footage/planning parameters

Space allocations for workplace and educational spaces incorporate best practices and University guidelines.

3) Square footage difference between existing and proposed areas

	Existing	Proposed	Difference
Net Square Feet	235,513	347,867	112,354
Gross Square Feet	364,889	539,194	174,305

C. Impact of the project on existing space**1) Reutilization and function(s)**

Othmer Hall will continue to serve the same main function of home to Chemical and Biomolecular Engineering. The vacated Dean's suite will be repurposed to other college needs.

2) Demolition

The American Mathematics Competitions Building and surface parking lot will be demolished in preparation for the new building and site development. Othmer Hall will have minor demolition as the administrative offices are repurposed.

3) Renovation

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Othmer Hall will have minor renovations as needed to tie the new structure into the engineering complex. The vacated Dean's suite will be repurposed to other college needs.

7. Equipment Requirements

A. List of available equipment for reuse

Existing equipment will be reused in its existing location or other locations in the college or university.

B. Additional Equipment

1) Fixed equipment

New fixed equipment will include white boards, projection screens and projectors, flat screen monitors, base and wall cabinets, shelving, and lecture hall seating. Depending on classroom configuration, fixed tables/counters may be provided. Room schedulers will be provided for classrooms and selected meeting rooms. A detailed list of fixed equipment will be developed during the design phase.

2) Movable equipment

New moveable equipment will include office, classroom, teaching laboratories, and student support space furniture. This will include lounge, conference and office furniture. A detailed list of new moveable equipment will be developed during the design phase.

3) Special or technical equipment

Classrooms and teaching labs will have technology for video conferencing/distance education. A detailed list of special and technical equipment will be developed during the design phase.

8. Special Design Considerations

A. Construction Type

The construction type for the new building will be non-combustible in conformance with the International Building Code, Type I Construction.

B. Heating and Cooling Systems

The new College of Engineering building will be served by heating hot water, steam/condensate, and chilled water-cooling systems from the campus steam and chilled water system. The new building will be divided into a series of zones with multiple Air Handling Units (AHUs) designated to serve specific areas of the building. The AHUs will be located in penthouses or throughout the building in mechanical rooms to serve designated areas. All fans and pumps will be provided with variable frequency drives. System control will be by direct digital control (DDC) provided by UNL. Each office and classroom will be provided with its own DDC sensor and variable air volume (VAV) box connected to room lighting occupancy sensors. In addition, each classroom and auditorium space will have carbon dioxide (CO₂) sensors and controls to provide adequate ventilation to these spaces. Energy

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recovery units may be installed as an energy conservation measure for the building. Underfloor air distribution will be considered if areas of the building are designed with raised floors. In lieu of VAV boxes, chilled beams may be considered. Othmer Hall will have limited mechanical remodeling; new VAV boxes will be installed where necessary to support the space modifications.

C. Sustainability

The site and facility will be developed to maximize the opportunity for sustainable design. In accordance with Board of Regents' policy, projects will be designed to achieve, at minimum, LEED certified level. This project will pursue points for LEED Silver designation; however, application for LEED certification will not be submitted. Concepts for the WELL Building Standard will be investigated during design and WELL building certification may be pursued.

D. Life Safety/ADA

All areas being constructed and renovated will be accessible per the ADA Accessibility Guidelines and Nebraska Accessibility Guidelines. All new and renovated portions of buildings will meet current Life Safety standards. Fire suppression sprinkler systems will be provided. Othmer Hall's fire suppression system will be modified as required.

E. Security

Access control systems will be provided at each exterior door, mechanical and electrical rooms, custodial rooms, telecom rooms, and selected interior doors. Card access rough-ins will be provided at all labs and classrooms if card readers are not installed. Security cameras will be provided for coverage at new entries and in other strategically-located positions to cover public circulation path and high security areas.

F. Historic or architectural significance

Not applicable for new construction. The new building will be the new face for the COE and an increased University presence on Vine Street. The architecture will relate to the new Link and 16th Street complex entrance.

G. Artwork

The new facility is not subject to the 1 percent for art requirement.

H. Phasing

A detailed project-phasing plan will be developed with the Construction Manger during the design phase and work will be coordinated around new Link construction and Scott Engineering renovations, as well as College of Engineering activities and existing occupants.

I. Future expansion

The proposed project addresses growth projections for 17 years.

J. Other

- Electrical Power Distribution System: A new 4000 amp, 480Y/277-volt switchboard will be provided for the new College of Engineering Building.
- Lightning Protection System: A lightning protection system will be provided.

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- Generator: A new generator, with an expected size of 800 kW at 480Y/277 volts, will be provided to serve life safety systems and optional standby systems.
- Lighting: All lighting will be designed to comply with the standards contained in the latest edition of the Illumination Engineering Society (IES). Light fixtures will utilize LED technology. The lighting controls will be designed to comply with current state energy code. The emergency lighting will be provided via generator backed circuits.
- Special Systems
 - A fire alarm system compliant with applicable codes and university standards will be designed for the facility.
 - Communications cabling and equipment rooms will be designed with spare capacity for future growth.
 - A distributed antenna system will be provided as needed for rebroadcasting of emergency services radio.

9. Project Budget & Fiscal Impact

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The estimated probable costs of construction of the project were developed by Building Cost Consultants and references costs of similar recent local projects in size, scale, and type.

2) Identify year and month on which estimates are made and inflation factor used

The estimate was prepared in August 2019 and escalated at 3 percent per year to the midpoint of construction, May 2022.

3) Net and gross square feet

172,425 NSF

181,500 GSF

4) Project cost per net and gross square feet

\$493/NSF

\$468/GSF

5) Construction cost per gross square feet

\$379 per GSF

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B. Total project cost**Construction**

General Construction	\$59,430,000
Site Work/Utilities	2,425,000
Fixed Equipment	138,000
In-House Construction	3,587,000
Construction Contingency	3,279,000

TOTAL CONSTRUCTION COSTS	\$ 68,859,000
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Non-Construction

Project Planning	152,000
Professional Consultant Fees	7,469,000
Professional In-house	1,447,000
Equipment	4,957,000
Land Acquisition	100,000
Fundraising Expenses	849,000
Other	469,000
Non-Construction Contingency	698,000

TOTAL NON-CONSTRUCTION COSTS	\$ 16,141,000
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TOTAL PROJECT COST	\$ 85,000,000
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C. Fiscal impact based on first full year of operations**1) Estimated additional operational and maintenance costs per year**

Additional operating and maintenance costs are anticipated to be \$1,725,000 per year. These costs will be requested from the State.

2) Estimated additional programmatic costs per year

Additional programmatic costs are anticipated to be approximately \$500,000 per year, primarily to support the maintenance and replacement of equipment in the undergraduate laboratories and classrooms. These costs will be paid for using the College's differential tuition budget.

10. Funding**A. Total funds required:** \$85,000,000**B. Project Funding Sources:**

Funding Sources	Amount	% Total
Private Donations	\$85,000,000	100%
Total:	\$85,000,000	100%

New COE Building

Program Statement

C. Fiscal year expenditures

Fiscal Year	Expenditures
FY 2019	3,305,210
FY 2020	6,237,908
FY 2021	52,680,092
FY 2022	22,171,703
FY 2023	605,087
Total:	\$85,000,000

11. Timeline

BOR Approves Program Statement	October 25, 2019
AE and CM Selection	January 2020
Start Design	February 2020
Start Early Packages (demolition, site).....	May 2020
Intermediate Design Review	September 2020
CM Guaranteed Maximum Price Issued	September 2020
Complete Design	January 2021
Start Main Construction	March 2021
Complete Construction.....	June 2023
Occupy Project	August 2023

12. Higher Education Supplement

A. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1) CCPE review is required.
- 2) CCPE review is not required.

B. Method on Contracting:

1) Identify method

Construction Manager at Risk (CMR).

2) Provide rationale for method selection

The Construction Manager at Risk delivery method is well suited to a complex project adjacent to and impacting existing occupied buildings. This method offers pre-construction services to provide estimating, scheduling, design assistance, and constructability reviews during design to help deliver the project on time and within budget. The CMR can also provide early work packages and pre-ordering of long lead critical path items which can shorten the overall project duration.

TO: The Board of Regents Addendum IX-B-4

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Acquisition of real property located at 800 N. 17th Street (“the property”) in Lincoln, Nebraska by the Board of Regents

RECOMMENDED ACTION: Approve the transfer of real property from the University of Nebraska Foundation to the Board of Regents of the University of Nebraska

PREVIOUS ACTION: None

EXPLANATION: The property at 800 N. 17th Street (Miller’s (J G) Subdivision, Lots 16, 17, & 18) in Lincoln, Nebraska currently serves as a parking lot, owned by NEBCO, Inc. and leased to the University. It is located within the new College of Engineering Building site, proposed and described in the immediately preceding agenda item IX-B-3. The property is located between Othmer Hall and the Abel-Sandoz residential complex, over what is now 17th street. It is currently zoned as a business district (B-1).

Acquisition of this property by the University facilitates the new College of Engineering building. The resulting exclusive ownership by the University will support a petition to vacate the adjacent 17th street.

NEBCO, Inc. intends to give the property to the University of Nebraska Foundation, prior to the subject proposed transfer to the Board of Regents; given approval of this item, the Foundation subsequently transfer the property to the Board of Regents at no cost for the property. (The property has been appraised.)

The Phase I environmental site assessment is being conducted. The Office of the General Counsel has been charged with the oversight of such assessment and its outcome, prior to and after the transfer of the property to the Board of Regents. Costs of any environmental remediation will be funded from the new College of Engineering building project.

The acquisition of this property as well as 17th street is in compliance with UNL’s Plan Big, 2013.

This item has been reviewed by the Business Affairs Committee.

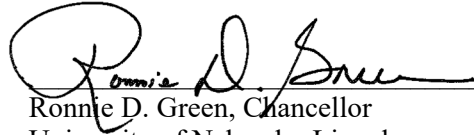
PROJECT COST: None

SOURCE OF FUNDS: None

SPONSOR:

William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Ronnie D. Green", is written over a horizontal line. The signature is cursive and stylized.

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

September 26, 2019

TO: The Board of Regents Addendum IX-B-5

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Approve acceptance of a gift and increase the scope and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve acceptance of a gift and increase the scope and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center.

PREVIOUS ACTION: July 19, 2019 – The Board of Regents approved the selection of Meyers Carlisle Leapley Construction Co. Inc. for the Construction Management at Risk Contractor for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement project.

March 29, 2019 - The Board of Regents approved the use of Construction Management at Risk project delivery method for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement project.

March 29, 2019 - The Board of Regents approved the Intermediate Design Review of the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement project.

June 28, 2018 - The Board of Regents approved the program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement to be renovated in existing building located at 6902 Pine Street.

EXPLANATION: Per *Board of Regents Policy* RP-6.6.7, Board approval is required to accept this donation. With acceptance of the gift, the Regents express on behalf of the University of Nebraska and the University of Nebraska Medical Center their deepest gratitude and appreciation to the donor for this addition.

Acceptance of the gift and approval of the increased scope and budget allows acceptance of construction alternates that would provide enhanced services for the Munroe-Meyer Institute. These include a gymnasium addition and an enclosed splash park for patients. Both of these features were minimally included in the original scope. However, the increased capacity will provide improved patient services and year round use of the spaces. This approval also covers escalation of construction costs in the

Omaha market due to a significant volume of projects, especially those requiring high volumes of mechanical, electrical and plumbing.

This item has been reviewed by the Business Affairs Committee.

<u>Project Budget</u>	<u>Original</u>	<u>Revised</u>
Non Construction Budget:	\$46,864,210	\$44,686,522
<u>Construction Budget:</u>	<u>\$38,221,000</u>	<u>\$46,398,688</u>
Total Project Budget:	\$85,085,210	\$91,085,210

PROJECT COST:	Proposed budget as originally approved	\$85,085,210
	<u>Proposed Increase – Private Funds</u>	<u>\$6,000,000</u>
	Total	\$91,085,210

SOURCES OF FUNDS:	<u>Funding Source</u>	<u>Original</u>	<u>Revised</u>
	State Funds (LB957)	\$10,000,000	\$10,000,000
	MMI Clinical Revenue	\$5,000,000	\$5,000,000
	UNMC Parking Fund	\$2,500,000	\$2,500,000
	<u>Private</u>	<u>\$67,585,210</u>	<u>\$73,585,210</u>
	Total	\$85,085,210	\$91,085,210

ON-GOING FISCAL IMPACT: Operating and Maintenance Costs No Additional

Additional Programmatic Costs No Additional

SPONSOR: Douglas A. Ewald
Vice Chancellor for Business, Finance and Business Development

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: September 26, 2019

TO: The Board of Regents Addendum IX-B-6

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Construction Management at Risk Agreement and associated Guaranteed Maximum Price (GMP) for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Approve the execution of the Standard Form Agreement for construction manager at risk services and associated GMP Amendment between the Board of Regents and Meyers Carlisle Leapley Construction Co. for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at UNMC

PREVIOUS ACTION: March 29, 2019 - The Board of Regents approved the use of Construction Management at Risk project delivery method for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement project.

June 28, 2018 - The Board of Regents approved the program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement to be renovated in existing building located at 6902 Pine Street.

EXPLANATION: The Board of Regents previously approved the Program Statement for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement and the use of the construction manager at risk delivery method for the project. Upon completion of UNMC's competitive bid process, Meyers Carlisle Leapley Construction Co. was selected as the construction manager at risk for the project. The proposed Standard Form of Agreement for construction manager at risk services contemplates that the parties will mutually agree upon a Guaranteed Maximum Price (GMP), to be documented on the form set forth in Amendment No. 1, attached to and incorporated in the Agreement.

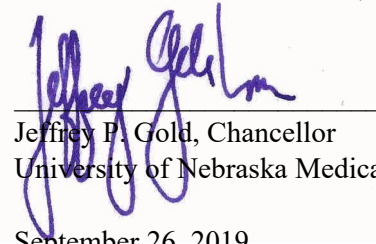
This item seeks approval for the UNMC Vice Chancellor for Business, Finance and Business Development to execute (1) the Standard Form of Agreement for the construction manager at risk delivery method with Meyers Carlisle Leapley Construction Co. Inc., and (2) the GMP Amendment for construction services not to exceed the current approved budget for construction services of \$40,233,600.

This item has been reviewed by the Business Affairs Committee.

PROJECT COST: Project Budget \$91,085,210

SOURCES OF FUNDS:	<u>Funding Source</u>	
	State Funds (LB957)	\$10,000,000
	MMI Clinical Revenue	\$5,000,000
	UNMC Parking Fund	\$2,500,000
	<u>Private</u>	<u>\$73,585,210</u>
	Total	\$91,085,210

SPONSOR: Douglas A. Ewald
Vice Chancellor for Business, Finance and Business Development

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: September 26, 2019

March 26, 2008

Standard Form of Agreement Between Owner and Construction Manager

*Where the Construction Manager is also
THE CONSTRUCTOR*

AGREEMENT

Made as of the 12th of June in the year of 2019

Between Owner:

University of Nebraska
987100 Nebraska Medical Center
Omaha, NE 68198

and Construction Manager:

Meyers Carlisle Leapley Construction Co. Inc.
14124 Industrial Road
Omaha, NE 68144

Project:

University of Nebraska Medical Center
Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement
Project Number: P-17013

Architect:

Altus Architectural Studios
12925 West Dodge Road
Omaha, NE 68154

The Owner and Construction Manager agree as set forth below.

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Standard Form of Agreement Between Owner and Construction Manager Where the Construction Manager is also the Constructor

ARTICLE 1 GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS

For the Construction Phase, the general conditions of the Contract shall be the University of Nebraska General Conditions found at Exhibit A "University of Nebraska Modified General Conditions". For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, then the Modified General Conditions shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Construction Manager" as used in AIA Document A121/CMc and AGC Document 565 and the term "Contractor" as used in the University of Nebraska Modified General Conditions shall mean and refer to the Construction Manager, **MCL Construction, of 14124 Industrial Road, Omaha, NE 68144.**

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraphs 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which both phases shall proceed concurrently.

2.1 PRECONSTRUCTION PHASE

2.1.1. PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction manager shall consult with the Owner and Architect regarding site use and improvements, and the selection materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 PRELIMINARY PROJECT SCHEDULE

When project requirements described in Subparagraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawing and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy priority, and proposed date of Substantial Completion. **The Construction Manager shall coordinate with the Owners Representative/Architect in the**

development of a CPM schedule for the preparation and processing of shop drawings and samples. The resulting schedule must be mutually agreed to by the Construction Manager and the Owners Representative/Architect. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manger shall make appropriate recommendation to the Owner and Architect.

2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES

2.1.5.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

2.1.5.3 When the Intermediate Design documents have been prepared by the Architect and approved by the Owner, the Construction Manger shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee. During the preparation of the Construction Documents, the Construction Manger shall monitor such documents in comparison to their Guaranteed Maximum Price. Should changes in such documents occur which would impact the Guaranteed Maximum Price the Construction Manager shall promptly inform the Owner and the Architect.

2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect. Should the Construction Managers estimate exceed previously approved estimates or the Owner's budget, the Construction Manager shall meet with the Architect and the Owner to reconcile the differences between their two estimates.

2.1.6 SUBCONTRACTORS AND SUPPLIERS

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible qualified subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object or reject any proposed subcontractor or supplier.

2.1.7 LONG-LEAD TIME ITEMS

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

2.1.8 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manger recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Construction Manger shall comply with applicable laws, regulations, and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Intermediate Design Documents are approved by the Owner, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

1. A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Price proposal to supplement the information contained in the Drawings and Specifications.
4. The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.
5. The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis or both.

2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to **reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1**. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

2.3 CONSTRUCTION PHASE

2.3.1 GENERAL

2.3.1.1 The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- (2) the Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

2.3.2 ADMINISTRATION

2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts. The Construction Manager shall develop Subcontractor interest in the Project and publicly advertise and conduct pre-bid conferences with firms interested in submitting bids as Subcontractors. The Construction Manager shall obtain competitive bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager may require bidders to submit qualifications, bid bonds, or other bid security acceptable to the Construction Manager, as well as participate in interviews, as a prerequisite to bidding on portions of the Work to be performed by Subcontract. The Construction Manager shall determine, with advice from the subject to reasonable objection of the Owner, which qualified Subcontractors will be accepted as the lowest responsible bidders for portions of the Work to be performed by Subcontract. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from selecting bids from other qualified bidders.

2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, (4) complies with all Contract Documents to include providing manufacturers and models specified, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraph 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes. The Construction Manager will maintain record of all meeting minutes within the Owners Project Management System.

2.3.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a CPM schedule formatted to the Owners needs and including the Owner's occupancy requirements.

2.3.2.6 The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

2.3.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.3.2.8 The Construction Manager shall develop and maintain a program, acceptable to the Owner and the Architect, to assure quality control of the construction. The Construction Manager shall supervise the Work of all Subcontractors, providing instruction to each when its Work does not conform to the requirements of the plans and specifications and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as not to affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the plans and specifications, *the Owner shall be the final judge of performance and acceptability.*

2.3.2.9 The Construction Manager shall maintain exclusively for the Project a competent full-time staff at the Project Site to coordinate and direct the Work and progress of the Subcontractors. All of the Construction Manager's Project management and on-site supervisory personnel shall be consistent with the Construction Manager's interview presentation and shall not be removed or replaced without the Owner's consent, which consent will not be unreasonably withheld. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without consideration of any additional compensation for the replacement.

2.3.2.10 The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of construction. The Construction Manager shall identify an on-site staff member to represent the Construction Manager, on a daily basis with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. The Construction Manager shall make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of Work.

2.3.2.11 The Construction Manager shall establish procedures for coordination among the Owner, Architect, Subcontractors and Construction Manager with respect to all aspects of the Work. The Construction Manager shall require of the various subcontractors coordination drawings as may be necessary to properly coordinate the Work among the Subcontractors.

2.3.2.12 In coordination with the Architect, the Construction Manager shall establish and implement procedures for tracking and expediting the processing of Shop drawings and samples, as required by the General Conditions of the Contract and the Construction Documents. All Submittals processes shall be processed within the Owner's Project Management System. The Contractor is required to attend training for the Owner's Project Management System.

2.3.2.13 The Construction Manager shall determine the adequacy of Subcontractors' personnel and equipment, and the availability of materials and supplies to meet the Project Schedule. In consultation with the Owner and Architect, the Construction Manager shall take necessary corrective actions when requirements of a Subcontract or a Subcontractor's schedule are not being met.

2.3.2.14 The Construction Manager shall develop and maintain an effective system of Project costs control which is satisfactory to the Owner. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the Owner and Architect whenever projected costs exceed budgets or estimates. Upon request cost control reports shall be included as part of the monthly written report to be provided by the Construction Manager to the Owner.

2.3.2.15 The Construction Manager shall maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of Work. The Owner shall have access to all such accounting records at anytime during the performance of the Work and for a period of four (4) years after final acceptance of the Work.

2.3.2.16 The Construction Manager shall develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect's responsibilities for design, the Construction Manager shall recommend necessary or desirable changes to the Owner and the Architect, and shall review requests for changes and submit recommendations to the Owner and Architect. All change management/request for information processes shall be processed within the Owner's Project Management System. The Contractor is required to attend training for the Owner's Project Management System.

2.3.2.17 Upon request by the Owner or Architect, the Construction Manager shall promptly prepare and submit estimates of probable cost for changes in the Work, including similar estimates from the Subcontractors. If directed by the Owner, the Construction Manager shall promptly secure formal written Change Order Proposals from a Subcontractor.

2.3.2.18 The Construction Manager shall make provisions for Project security acceptable to the Owner to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents, as required by job and location conditions. Mobile equipment and operable equipment at the site, and hazardous parts of new construction subject to mischief, shall be locked or otherwise made inoperable or protected when unattended.

2.4 PROFESSIONAL SERVICES

The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.5 UNSAFE MATERIALS

In addition to the provisions of Paragraph 10.3.1 in the University of Nebraska's General Conditions, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and Architect have no reasonable objection.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The Owner upon written request from the Construction Manager shall furnish evidence of Project financing at the time of commencement of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. Any such evidence furnished to the Construction Manager shall be kept confidential.

3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs, which are the responsibility of the Owner.

3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Clauses 3.1.4.1 through 3.1.4.5, except to the extent that the Construction Manager knows of any inaccuracy.

3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the Project site which are required by law. If the Construction Manager requests additional testing in excess of the budgeted amount for testing in the Owner's Program Statement, such testing must receive prior written approval from the Owner.

3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way; restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.4.3 The services of geotechnical engineers when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.1.4.5 The service of other consultants requested by the Construction Manager when such services are reasonably required by the scope of the Project and are agreed to by the Owner.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner shall designate representative (from) **UNMC Facilities**, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

3.3 ARCHITECT

The Owner shall retain an Architect to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA Document B141 current as of the date of this Agreement. The Owner shall authorize and cause the Architect to provide those Additional Services described in AIA Document B141 requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Article 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

4.1 COMPENSATION

4.1.1 For services described in Paragraphs 2.1 and 2.2 the Construction Manager's compensation shall be calculated as follows: As outlined on the general conditions worksheet "Addendum A".

4.1.1 The Owner and the Construction Manager agree that if the Project is terminated by the Owner prior to commencement of the Construction Phase, but in no event later than <<9/1/2019>> the compensation paid to the Construction Manager for its services described in Paragraph 2.1 and 2.2 shall be the lesser of the Construction Manager's actual cost of services or <<\$500,000.00>>. Commencing with the execution of this Agreement, the Construction Manager may bill for actual costs not to exceed <<Five Hundred Thousand>> and 00/100's dollars (U.S.) (\$<<500,000.00>>) for such services on the first day of each month. The owner shall pay such agreed upon amounts, as approved by the Owner, within forty-five (45) days from receipt of each invoice. If the Project proceeds into the Construction Phase, the Construction Manager's sole compensation for the Project, including compensation for services described in Paragraph 2.1 and 2.2 shall be as provided below in Article 5.

4.1.2 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS

4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

4.2.2 Payments of agreed upon amounts are due and payable (45) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate enter below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this

provision. Legal advice should be obtained with respect of deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION

5.1.1 The Owner and the Construction Manager agree that in the absence of the Owner and Construction Manager agreeing to Guaranteed Maximum Price and executing Amendment No. 1, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of (a) the Cost of the Work as defined in Article 7, and (b) the Construction Manager's Fee (for both Preconstruction Phase services described in Paragraphs 2.1 and 2.2 and Construction Phase services to be determined as follows: \$<<500,000.00>> (which is to be a portion of the \$<<500,000.00>> listed for General Conditions in "Addendum A").

5.2 GUARANTEED MAXIMUM PRICE

5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Any savings to the Guaranteed Maximum Price shall be returned one hundred percent (100%) to the Owner.

5.2.2 GMP shall be established at the end of Intermediate Design

5.2.3 GMP/cost savings are going to be figured as a net-out basis as opposed to a cost category analysis.

5.3 CHANGES IN THE WORK

5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in Article 7.3 of the University of Nebraska's General Conditions.

5.3.2 Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the University of Nebraska's General Conditions shall mean the Construction Manager's Fee as defined in Subparagraph 5.1.1 of this Agreement.

5.3.4 If no specific provision is made in Subparagraph 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Subparagraph 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work. Requests for change in fee resulting from changes to Insurance or Bonding requirements will require proof of Insurance or Bond modification prior to consideration for payment.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 LABOR COSTS

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)

2. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site or office with the Owner's agreement, as outlined in the Construction Manager's proposal, dated <<April 24, 2019>>;
3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.
5. Monies paid to Construction Manager's personnel for performance based bonus shall be included as a portion of the General Conditions.

6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

- 6.1.3.1** Construction manager bid work and acting as General Contractor: If the Construction manager competitively bids a segment of the project work and is the low bidder on that work then the Construction Manager shall treat that segment of work as a subcontract and the project cost is fixed amount subject to the contract amendment or changes clause (self-performed work must be a minimum of 10% lower than the lowest competitive bid submitted).

6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
2. Costs of materials described in the preceding Clause .6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited the Owner as a deduction from the Cost of the Work.

6.1.5 COST OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

1. Cost including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
2. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
3. Costs of removal of debris from the site.
4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

6.1.6 MISCELLANEOUS COST

1. That portion directly attributable to this Contract of premiums for insurance and bonds.
2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted Clause 6.1.8.2.
5. Royalties and license fees paid for the use of particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defense, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of the University of Nebraska's General Conditions or other provisions of the Contract Documents.
6. Data processing costs related to the Work.
7. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
8. Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

6.1.7 OTHER COSTS

1. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Subparagraph 6.1.1 which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in the case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.2 of the University of Nebraska's General Conditions.
2. In repairing or correcting damaged, or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

- 6.1.9** The costs described in Subparagraphs 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of the University of Nebraska's General Conditions or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Paragraph 6.2.

6.2 COSTS NOT TO BE REIMBURSED

- 6.2.1** The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.
2. Expenses of the Construction Manager's principal office and offices other than the site office except as specifically provided in Paragraph 6.1.
3. Overhead and general expenses, except as may be expressly included in Paragraph 6.1.
4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
5. Rental costs of machinery and equipment, except as specifically provided in Subparagraph 6.1.5.2.
6. Except as provided in Clause 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
7. Costs incurred in the performance of the Preconstruction Phase Services.
8. Except as provided in Clause 6.1.7.1, any cost not specifically and expressly described in Paragraph 6.1.
9. Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.3 DISCOUNTS, REBATES AND REFUNDS

- 6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.
- 6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS

- 6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

- 7.1.1 Based upon Application for Payment submitted to the Owner's Representative by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.
- 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 7.1.3 Provided an Application for Payment is received by the Owner's Representative not later than the twenty fifth (25th) day of a month, the Owner shall make payment of agreed upon amount to the Construction Manager not later than the forty-five days from receipt of the pay request. If an Application for Payment is made after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Owner's Representative receives the Application for Payment.

- 7.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, upon request, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by present Application for Payment.
- 7.1.5** Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- 7.1.6** Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of the portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- 7.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the University of Nebraska's General Conditions, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 3. Add the Construction Manager's Fee, less retainage of Five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Subparagraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 4. Subtract the aggregate of previous payments made by the Owner.
 5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
 6. Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the University of Nebraska General Conditions.
- 7.1.8** Except with the Owner's prior approval, payments to Subcontractors shall be subject to *retention of not less than Ten percent (10%)*. The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- 7.1.9** Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- 7.1.10** In taking action on the Construction Manager's Application for Payment, the Architect/Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 7.1.4 or other supporting data; that the Owner has made exhaustive or continuous on-site inspections or that the Owner has made examinations to ascertain how or for what purposes the

Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Subparagraph 12.2.1 of the University of Nebraska's General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect Owner; such final payment shall be made by the Owner not more than 45 days after the issuance of the Owner's final Certificate for Payment, or as follows:

7.2.2 The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; but not more than the Guaranteed Maximum Price.
2. Subtract amounts, if any, for which the Owner withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of the University of Nebraska's General Conditions or other provisions of the Contract Documents.
3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceed the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final pay application within 45 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 7.2.1 have been met, the Owner will, within seven days after completion of the written report of the Owner's accountants, either issue a final Certificate for Payment to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding a certificate. The time periods stated in this Paragraph 7.2 supersede all others

7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of the Owner's final Certificate for Payment. Failure to make such demand within this 60 day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Owner's final Certificate of Payment.

7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 6.1 and not excluded by Paragraph 6.2 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

8.1.1 Refer to Article 11 of the University of Nebraska's General Conditions. The Construction Manager will require Subcontractors to maintain insurance that complies to Article 11 of the University of Nebraska's General Conditions

8.2 INSURANCE REQUIRED OF THE OWNER – Section not used.

8.3 PERFORMANCE BOND AND PAYMENT BOND

- 8.3.1 Construction Manager will require performance and payment bonds of all self-performed work and subcontractors when the subcontract amount exceeds Fifteen Thousand Dollars (\$15,000.00), **unless the Owner waives such requirement**. Copies of all such bonds shall be delivered to the Owner. The costs of such bonds shall be included in the subcontract price that becomes part of the Cost of the Work.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE

- 9.1.1 No claim or dispute among any of the parties shall be submitted to arbitration for resolution unless the parties involved agree in writing to do so after such claim or dispute has arisen, and any provision that may require arbitration under any circumstance in the Contract Documents shall have no effect.

9.2 DISPUTE RESOLUTION FOR THE CONSTRUCTION PHASE

- 9.2.1 No claim or dispute among any of the parties shall be submitted to arbitration for resolution unless the parties involved agree in writing to do so after such claim or dispute has arisen and any provision that may require arbitration under any circumstance in the Contract Documents shall have no effect.

9.2.2 OTHER PROVISIONS

- 9.3.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the University of Nebraska's General Conditions found at Exhibit A "University of Nebraska Modified General Conditions".

9.3.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.3.3 OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors, or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

9.3.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

9.3.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**ARTICLE 10
TERMINATION OR SUSPENSION**

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

- 10.1.1** Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of the University of Nebraska's General Conditions.
- 10.1.2** If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of notice of termination: provided, however, that the compensation for such services shall not exceed the compensation set forth in Subparagraph 4.1.1.
- 10.1.3** If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Subparagraph 10.1.2, be paid an amount calculated as follows:
1. Take the Cost of the Work incurred by the Construction Manager.
 2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or as negotiated between the Owner and the Construction Manager.
 3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Clause 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in Article 14 of the University of Nebraska's General Conditions.

- 10.2.1** In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of the University of Nebraska's General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraphs 10.1.2 and 10.1.3 of this Agreement.
- 10.2.2** In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Subparagraph 14.1.2 of the University of Nebraska's General Conditions shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraphs 10.1.2 or 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION

After commencement of the Construction Phase, the Work may be suspended by the Owner as provided in Article 14 the University of Nebraska's General Conditions; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2. the University of Nebraska's General Conditions, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Subparagraph 5.3.4 of this Agreement.

**ARTICLE 11
OTHER CONDITIONS AND SERVICES**

Article 11 TIME OF SUBSTANTIAL COMPLETION AND DAMAGES

11.1 TIME OF SUBSTANTIAL COMPLETION

11.1.1 The Construction Manager shall achieve Substantial Completion of the Construction Phase Work will be determined at the time of established GMP and submitted as part of Amendment 1.

11.2 DAMAGES FOR FAILURE TO ACHIEVE TIMELY SUBSTANTIAL COMPLETION

11.2.1 **Expediting To Maintain Schedule.** Construction Manager, at its sole expense, shall take all reasonable steps to expedite performance of any activity, contract, delivery, or inspection where necessary to mitigate any delay, caused by or under the control of Construction Manager or its subcontractors, to maintain the Preliminary or Construction Schedules, and to achieve Substantial Completion by the Substantial Completion Date. The Construction Manager shall sequence the work, provide temporary enclosures, provide additional labor, extend work hours or make other provisions necessary to complete the work on schedule should unusually inclement weather occur.

11.2.2 **Liquidated Damages.** Owner and Construction Manager recognize that the Owner's damages will be extremely difficult if not impossible to calculate should Construction Manager not substantially complete the Work within the Contract Time. In the event that Construction Manager does not achieve Substantial Completion within Contract Time, as such Contract Time may be modified by Change Order, Construction Manager shall pay Owner the amount of <<\$ 1,000.00>> per day.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Construction Manager

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By Signature: _____

By Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFIED COPY OF RESOLUTION

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of _____ to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees:

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of _____ should be considered a contract, agreement, or release of _____ and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Board of Directors of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors.

I hereby certify that I am Secretary of _____, that as such I have access to the books and records of the Corporation; that the foregoing is an excerpt from the minutes of the Board of Directors' Meeting of _____ a _____ (state) Corporation, held on the _____ day of _____, 20____, a quorum being present; and that no action has been taken by the Board of Directors of said Corporation since said date that would have effect of changing or altering the authority granted therein.

Signature - Secretary of the Corporation

Printed Name

Date

CERTIFIED COPY OF RESOLUTION

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of _____ to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of _____ should be considered a contract, agreement, or release of _____ and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Members/Managers of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Members/Managers.

I hereby certify that I am Secretary of _____, that as such I have access to the books and records of the Company; that the foregoing is an excerpt from the minutes of the Members/Managers' Meeting of _____ a _____ (State) Limited Liability Company, held on the _____ day of _____, 20____, a quorum being present; and that no action has been taken by the Members/Managers of said Company since said date that would have effect of changing or altering the authority granted therein.

Signature - Secretary of the Company

Printed Name

Date

**Amendment No. 1 to Agreement
Between Owner and Construction Manager**

Pursuant to Paragraph 2.2 of the Agreement, dated between **The University of Nebraska – Lincoln, Facilities Planning and Construction**, and **Name of Contractor Company** the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

**ARTICLE 1
GUARANTEED MAXIMUM PRICE**

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is <<\$_____.00>> (<<written dollar amount>>) **as defined in GMP proposal dated _____.**

This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

- Exhibit A.1** 95% GMP Drawing - <<Dated>>
- Exhibit A.2** 95% GMP Specifications <<Dated>>
- Exhibit A.3** 100% GMP Drawings - <<Dated>>
- Exhibit A.4** 100% GMP Specifications - <<Dated>>
- Exhibit B** Assumptions and clarifications made in preparing the Guaranteed Maximum Price

**ARTICLE II
CONTRACT TIME**

The date of Substantial Completion established by this Amendment is: <<_____>>

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

<p>Vendor</p> <p>By Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>By Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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TO: The Board of Regents Addendum IX-B-7
Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Program Statement for Durham Science Center Renovation at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approve the Program Statement for Durham Science Center Renovation at the University of Nebraska at Omaha.

PREVIOUS ACTION: December 4, 2018 – The Board of Regents approved certain deferred maintenance at the Durham Science Center at the University of Nebraska at Omaha.

EXPLANATION: Background

The renovation of the Durham Science Center, located on the Dodge Street campus, is a high priority for UNO. The project complies with the UNO Facilities Development Plan Update, addresses many of the objectives of the University of Nebraska Strategic Planning Framework, and UNO STEM Strategic Plan.

Half the subject space will receive light to medium renovation, and the other half will undergo medium to high renovation levels. The approximately 166,000 gross square foot renovation will include:

- Improved space for classrooms, faculty offices, teaching laboratories, research laboratories, student individual and group study, and activities
- Building envelope, interior finishes, and code updates
- Mechanical, electrical, plumbing, and technology system updates

This item has been reviewed by the Business Affairs Committee.

Proposed Start of Construction	March 2021
Proposed Completion of Construction	April 2023

PROJECT COST: Project Budget \$35,000,000

ON-GOING FISCAL IMPACT: Estimated Additional Operating and Maintenance \$0

SOURCE OF FUNDS: Private Donations

SPONSOR: Douglas A. Ewald
Vice Chancellor for Business, Finance and Business Development

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE: September 26, 2019

Program Statement

Project Name: Durham Science Center Renovation
Campus: University of Nebraska at Omaha, Dodge Campus
Date: October 25, 2019
Prepared by: NU Facilities Planning and Construction
RDG Planning and Design; Alvine Engineering
Campus Project No: 12439
Phone: 402/472-3131

1. Introduction

A. Background and history

The College of Arts and Sciences is composed of 15 academic units representing 25 academic majors. Academic programs are housed in three buildings: Arts and Sciences Hall, Allwine Hall, and Durham Science Center. Arts and Sciences Hall houses primarily humanities and social sciences. Allwine Hall houses primarily Biology and Neuroscience. Opening in 1985, Durham Science Center was designed to house students, faculty, and staff of the Departments of Chemistry, Geography/Geology, Mathematics, and Physics. It is just over 160,000 gross square feet and is designed for a capacity of students significantly less than is currently served. Durham Science Center is located on the northwest corner of the Dodge Campus with both surface and garage parking available within close walking distance to the southwest of the building.

It is the goal of the College of Arts and Sciences to host state-of-the-art scientific research programs that play an expanding role in the economic development of Omaha and greater Nebraska and provide a pipeline of students to graduate research programs at UNMC and UNL. Between the 2012-13 academic year and the 2016-17 academic year, student credit hour production increased 5.5 percent and the number of students pursuing majors, minors, and certificates grew 16.2 percent.

As enrollment has increased so has the demand for additional space. Classroom usage exceeds the capacity of the building, requiring science classes to be taught in non-science buildings. In many cases, enrollment is limited by the number of laboratory stations available. Office occupancy currently exceeds capacity as well.

B. Project description

The College of Arts and Sciences proposes to remodel Durham Science Center to provide renovated space for classrooms, faculty offices, teaching laboratories, research laboratories, student individual and group study, and activities.

C. Purpose and objectives

Existing industries in the state, the region, and the city of Omaha need a larger pipeline of highly qualified scientists and the existing health sciences educational sector needs a robust pipeline of students prepared for graduate work and research. The size and condition of the College's existing facilities in Durham Science Center do not support the needs of the state or allow the college to fully deliver on its mission. This project is a necessary first phase to enable the College of Arts and Sciences to meet the needs of the state and to achieve the growth goals established by the University. Specific objectives for the project include the following:

- Develop state-of-the-art facilities to improve recruitment and retention of faculty, staff, and students.
- Provide spaces for interactive learning and collaboration.
- Improve classroom spaces to support modern pedagogies proven to improve student learning outcomes, retention, and graduate rates.

Durham Science Center Renovation

Program Statement

- Create a facility that is flexible and able to be economically modified to meet the future needs of the college's educational and research programs and enable higher utilization rates of all spaces.
- Improve and expand departmental and faculty space to provide better communication and collaboration among faculty within departments, across departments, and across campuses through strategic placement of offices, conferencing areas, student support services, and technology support.
- Improve and expand technology support to allow the college to stay on the cutting edge of advances in technology in teaching, learning, and research.
- Develop a sense of place for students, partners and other visitors, faculty, and staff.
- Improve research laboratories to support modern research paradigms including large scale interdisciplinary research.

2. Justification of the Project

A. Data that supports the funding request

Durham Science Center is now 33 years old. Due to increased enrollment and the outmoded configuration of the building, the academic units in the Durham Science Center effectively outgrew the space by the turn of the century. More recently, the deferred maintenance has become a serious issue, and the outdated laboratory spaces make it difficult to compete in recruiting best and brightest students and faculty. The renovation of Durham Science Center, along with the addition of top quality faculty, staff and programs, should foster additional enrollment growth and further strengthen the college's reputation in the region.

The layout of Durham Science Center generates significant challenges with respect to space utilization. There is very little space in Durham Science Center for students to study, work on projects, create presentations, socialize and eat breakfast, lunch or dinner. There is only a small vending area in the building, prohibiting students, faculty, and staff the option of staying in the building for longer periods of time.

The strategic plan for the STEM TRAIL (Teaching, Research, and Inquiry-based Learning) Center recognizes that the renovation of Durham Science Center is an important first-step in the concept.

While a new interdisciplinary building to house the aforementioned offices for the STEM TRAIL Center are to some degree essential for taking STEM to the next level, we also recognize fully that any growth in STEM is similarly dependent on renovations for individual STEM Departments (even on a phased implementation) to both Allwine Hall and the Durham Science Center. Therefore, we formally request renovations of the two existing buildings to continue to be considered as well.

Finally, changes to the Suzanne and Walter Scott, Jr. Scholarship Program will expand the scholarship opportunity to other STEM disciplines that include the programs housed in Durham Science Center.

The addition of a number of full-time faculty and staff has produced an acute office and laboratory shortage. Full-time faculty are now sharing offices and laboratory spaces and Durham Science Center has no spaces to host visiting scholars, research associates, emeritus faculty, etc.

Additionally, emerging demand for specialized laboratory space in which to expand programs in biomedical chemistry and physics has revealed gaps in the current configuration of Durham Science Center. Investments in new classrooms and laboratories should provide a long-term solution, but these changes may still be inadequate given forecasted growth.

Estimates indicate that the academic units housed in Durham Science Center produced approximately 600 graduates between the 2012-13 and 2016-17 academic years. While these graduates were added

Durham Science Center Renovation

Program Statement

to the region’s degreed labor force over the past three years or pursued graduate education, unresolved space constraints will prevent the College of Arts and Sciences from continuing to fulfill its longstanding commitment to providing the number and quality of graduates necessary to maintain and enhance the economic vitality of Omaha and greater Nebraska and offer a satisfactory number of students to enter the health-sciences pipelines to UNMC and UNL. To avoid this outcome, the College of Arts and Sciences proposes to renovate the Durham Science Center in preparation for development of a STEM TRAIL Center to be constructed to the West of the building.

B. Alternatives considered

1) Utilize space on the Scott Campus to fill the College’s needs:

Both the Peter Kiewit Institute (PKI) and Mammel Hall are at classroom capacity and undergoing or exploring additions. The College identified the potential to use the First Data Resources (FDR) building to the west. The building was determined to be used for the Munroe-Meyer Institute so it is not an option.

2) Construct a new addition at the west side of Durham Science Center:

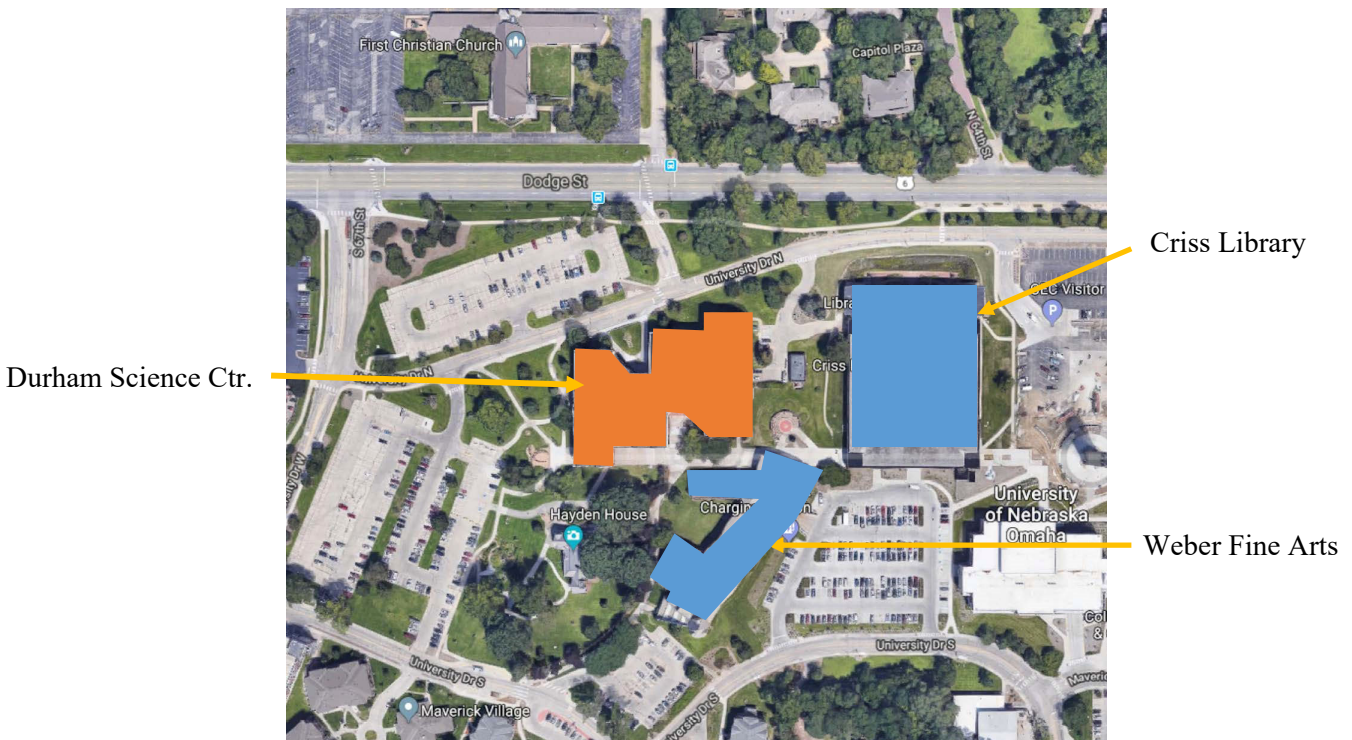
Adding a new addition to Durham Science Center to address much needed additional lab and classroom program spaces was considered. However, due to the significantly higher project cost, it was rejected, in order to protect the priority of improving the existing Durham Science Center.

3. Location and site considerations

A. County: Douglas

B. Town or campus: UNO Dodge Campus

C. Proposed site



Durham Science Center Renovation

Program Statement

D. Statewide building inventory:

Building State Tag number- 51ZZ0267000B; Asset number- 29413

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The Durham Science Center is located at 6601 University Drive North on the west end of Dodge Campus. Criss Library is located directly east of the facility and Weber Fine Arts Building is south of the facility. University Parking is located to the northwest and southwest.

2) Utilities

The Durham Science Center receives steam and chilled water from the UNO Dodge Campus Central Utilities. Electricity is provided by OPPD. Sewer, water, and gas services are provided by the City of Omaha and the Metropolitan Utilities District.

3) Parking & circulation

The proposed addition will not change any UNO Dodge Campus parking or circulation.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.

The Durham Science Center renovation aligns with the goals outlined in the University of Nebraska Strategic Framework 2014-2016. The following goals are most prominent:

- 1.d. Expand lifelong educational opportunities, including those for non-traditional and transfer students.*
- 2.a. Recruit and retain exceptional faculty and staff, with special emphasis on building and sustaining diversity.*
- 3.f. Develop and strengthen internship and service learning opportunities with business, education, government, military, and nonprofit organizations.*
- 3.g. Engage in partnerships with government and the private sector to develop regional economic strength.*
- 4.d. Improve the quantity and quality of research space through public and private support.*
- 5.d. Support entrepreneurship education, training, and outreach.*
- 6.a.iv. Campuses shall promote through policies and scheduling effective utilization of university facilities.*
- 6.d.ii. Collaborate with the University of Nebraska Foundation to secure private support for university priorities.*

Renovation of the Durham Science Center aligns with the following UNO strategic plan (USP) objectives:

- Recruit, develop, retain, and graduate a diverse student body reflecting a dynamic metropolitan community. (USP 1.1)
- Prepare students for academic success, careers, and professional responsibilities in an increasingly complex world. (USP 1.2)

Durham Science Center Renovation

Program Statement

- Support and enhance faculty and student research and creative activity. (USP 2.3)
- Identify, develop, and support interdisciplinary/transdisciplinary academic priorities. (USP 2.4)
- Build new and strengthen existing connections with a broad range of community partners. (USP 3.1)
- Recruit, retain, and reward outstanding faculty and staff. (USP 4.1)
- Maintain and expand facilities to meet the growing needs of the campus. (USP 4.6)
- Utilize technology that supports learning, effectiveness, research, and innovation. (USP 4.7)

B. Consistency with the agency comprehensive capital facilities plan

The Durham Science Center Renovation is consistent with the UNO Facilities Development Plan Update. The guiding principles of this plan include:

- Plan for increased undergraduate, graduate and on-line enrollment
- Expand campus life opportunities and 24/7 vitality
- Increase campus density within existing boundaries
- Create an identifiable character
- Develop learning communities with responsive academic facilities
- Consolidate and simplify transportation networks
- Foster innovative partnerships
- Enhance the campus perimeter and gateways
- Integrate planning for sustainable buildings and landscapes

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The project is consistent with Nebraska's Coordinating Commission for Postsecondary Education Comprehensive Statewide Plan for Postsecondary Education, Chapter 6: Statewide Facilities Plan; specifically as follows:

Nebraskans will advocate a physical environment for each of the state's postsecondary institutions that: supports its role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.

Individual capital construction projects will support institutional strategic and comprehensive facilities plans; comply with the Comprehensive Statewide Plan for Postsecondary Education, which includes the Statewide Facilities Plan; and not unnecessarily duplicate other facilities.

5. Analysis of existing facilities

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

The Departments of Chemistry, Geography/Geology, Mathematics, and Physics are housed in Durham Science Center. They offer seven undergraduate majors in the Bachelor of Arts and Bachelor of Sciences degrees and seven academic minors. Two academic units offer two graduate majors in the Master of Arts, Master of Science, and Master of Arts in Teaching. One program offers a graduate certificate. The degrees and concentrations offered are listed in the following tables.

Other items offered in the building include:

- Math-Science Learning Center
- Mathematics Lab

Durham Science Center Renovation

Program Statement

- Open computer labs - The College of Arts and Sciences provides open computer labs and free tutoring services to students in designated lab spaces.

Academic Program	BA	BS	Minor	Certificate	MA	MS	MAT
Chemistry	Yes	Yes	Yes				
Environmental Science*		Yes	Yes				
Geography	Yes	Yes	Yes	Yes	Yes	Yes	
Geology	Yes	Yes	Yes				
General Science*		Yes					
Mathematics	Yes	Yes	Yes		Yes	Yes	Yes
Physics	Yes	Yes	Yes				
Sustainability*			Yes				

* Denotes interdisciplinary program

Academic Program	Bachelors Concentrations
Chemistry	Medicinal Chemistry, Chemistry Education
Environmental Science*	Analytical Sciences, Earth Sciences, Geography and Planning, Life Sciences
Geography	Travel and Tourism, GIS/Cartography
Mathematics	Computational Mathematics, Data Sciences, Math Education, Operations Research, Pre-Actuarial Mathematics, Research Experience, Statistics
Physics	Biomedical Physics, Physics Education

* Denotes interdisciplinary program

Academic Program	Masters Concentrations
Geography	Geographic Information Science, Physical-Environmental Geography, Urban-Regional Planning, Human Geography
Mathematics	Computational Mathematics, Data Sciences, Operations Research, Statistics

The academic programs of the College of Arts and Sciences housed in Durham Science Center support the following student organizations:

Academic Program	Student Organizations
Chemistry	Chemistry Club, CAPOW (Chemistry and Physics on Wheels), Pre-Health Professionals Club, Students United for Global Health, WiSTEM (Women in Science, Technology, Engineering, and Mathematics)
Environmental Science*	Green Basis, NE STEM 4U, Pre-Health Professionals Club, Students United for Global Health, WiSTEM (Women in Science, Technology, Engineering, and Mathematics)
Geography	Geography Club, Gamma Theta Upsilon
Geology	UNO Geological Society, Nebraska Geological Society, Geological Society of America
Mathematics	Math Club, Actuarial Club, Pi Mu Epsilon
Physics	Society of Physics Students, Pre-Health Professionals Club, Students United for Global Health, WiSTEM (Women in Science, Technology, Engineering, and Mathematics)

* Denotes interdisciplinary program

The College of Arts and Sciences is also committed to community education and outreach activities

Durham Science Center Renovation

Program Statement

designed to get elementary/middle school students interested and excited about STEM:

Academic Program	Youth Focused Programs
Chemistry	CAPOW (Chemistry and Physics on Wheels) hosts approximately 4,800 students annually (https://www.unomaha.edu/college-of-arts-and-sciences/chemistry/community-engagement/capow.php).
Physics	Mallory Kountze Planetarium hosts 8,500-9,000 students annually.
Physics	Aim for the Stars Summer Camps for students grades 3-10 enrolls approximately 1,600-1,800 students every summer. (https://www.unomaha.edu/college-of-arts-and-sciences/aim-for-the-stars/).

B. Square footage of existing areas

Space Description	Space Use Code	Existing NSF
Classroom Facilities	100	14,601
Class Lab Facilities	200	57,889
Office Facilities	300	16,100
Study Facilities	400	1,257
Special Use Facilities	500	281
General Use Facilities	600	1,124
Support Facilities	700	2,607
Circulation	WWW	32,104
Restrooms and Custodial	XXX	2,225
Mechanical	YYY	20,985
Space Use Category Totals		149,173
Total Existing Gross Square Feet (GSF)		164,166

C. Utilization of existing space by facility, room and/or function

Durham Science Center has 19 designated classrooms ranging in capacity from 10 to 122 students, five Physics labs ranging in capacity from 20 to 27 students, one Mathematics lab with capacity for 120 students, eight General Purpose labs ranging in capacity from 5 to 34 students, four Chemistry labs with capacity for 24 students, one Bio Chem lab with capacity for 24 students, one Radio Chemistry lab with capacity for 12 students, one Physical Chemistry lab with capacity for 20 students, and two Organic Chemistry labs with 24 student capacity. During the fall and spring semesters, these classrooms are used for classes from 7:30 A.M. to 8:45 P.M. on Mondays through Friday.

Approximately 218 full-time, part-time, and assistant faculty and staff occupy the 114 office spaces in Durham Science Center.

In addition to classrooms, offices and laboratories, the Durham Science Center houses the Mallory Kountze Planetarium and the Math-Science Learning Center. The Durham Science Center is also home to the Aim for the Stars science and math camp as well as the popular outreach program CAPOW – Chemistry and Physics on Wheels.

The Durham Science Center atriums are used for department displays and limited student interaction activities.

Durham Science Center Renovation

Program Statement

D. Physical deficiencies

Durham Science Center has deficiencies with the building envelope, building systems, interior finishes, and various Life Safety Code/ADA related items. The project intends to address the items listed by category. No updates will be done in offices, math labs, planetarium, and other/circulation spaces.

Envelope, Interiors and Code

- Remove and replace the glazing in all of the 171 fixed windows to address the broken glazing seals that has caused hazing on the inner surface of these windows.
- Replace the existing curtain wall systems and glass at the two main entrances with a new thermally broken system utilizing low E glass to significantly improve the overall aesthetic and first impression of the building.
- Relocate and reconfigure the entrance vestibules to the exterior in conjunction with the replacement of the curtain wall systems to increase space on the interior for circulation and gathering.
- Add a canopy at each entrance to offer cover for those entering and exiting the building.
- Infill the third floor atrium space to address a major code issue while also providing additional student gathering and studying space.
- Address project related exterior, first, second, and third floor ADA items.
- Update elevator cab controls, finishes, and equipment.
- Renovate the first floor lobby and provide new finishes at the first, second, and third floor lobbies.
- Remove and replace ceiling systems on all levels.
- Remove the existing knee walls and guardrails at the second floor and replace them with a new cable guardrail system.
- Update a select number of chemistry, research, and class labs on first, second, and third floors to fully support current pedagogy.
- Replace flooring, base, and paint in select class lab service rooms, open labs, research labs, office common areas, and common/student spaces.
- Replace flooring, base, paint, and marker boards in select flat classrooms.
- Replace flooring, base, paint, marker boards, and theater style fixed seating in select sloped classrooms.
- Replace flooring, base, paint, and marker boards, science casework and countertops in class labs.
- Reconfigure and remodel Organic Chemistry labs.

Mechanical, Electrical, Plumbing and AV

- Replace eleven air handlers that serve the first, second, and third floors. Remove two air handlers no longer required.
- Install new HVAC distribution ductwork hydronic piping to serve the first, second, and third floors.
- Install twenty new fume hoods along with stainless steel lab exhaust ductwork and controls at labs.
- Install new fire dampers with upgraded controls.
- Replace the existing plumbing system (domestic water, gas, deionized water, etc.) from the floor slab to the ceiling at the basement, first, second, and third floors.
- Reinstall emergency showers to address drainage concerns.
- Add a building wide domestic booster pump to provide adequate pressure for the first, second, and third floor labs.
- Address backflow prevention in all of the first, second, and third floor labs.

Durham Science Center Renovation

Program Statement

- Modify the sprinkler system as needed as part of the renovation on the first, second, and third floors.
- Replace the electrical distribution panels and panel boards throughout the first, second, and third floors.
- Replace electrical panels in the labs where reconfiguration occurs.
- Provide a new natural gas generator.
- Install new dimmable LED lights and new acoustical panel ceilings throughout the first, second, and third floors.
- Provide new CAT 6 cabling in the remodeled areas to support current technology needs.
- Update AV equipment and signage in labs, research spaces, and classrooms to support current pedagogy; and common areas to support student gathering.
- Add digital signage displays in common spaces.
- Install video surveillance/security system cameras in lounges and computer labs.
- Install card access system at designated doors.

E. Programmatic deficiencies

- Inability to strategically plan for future growth.
- Insufficient and outdated classroom and laboratory spaces without appropriate capacity, layout, and equipment for program growth.
- Insufficient study and collaboration spaces for graduate and undergraduate students.
- Insufficient number of faculty offices and conference areas.
- Lack of conferencing/researcher/student collaboration space.
- Lack of multipurpose space for student organization meetings, career fairs, continuing education, innovative student learning activities, featured speaker events, and many sponsored or hosted community engagement activities.
- Insufficient support spaces such as for chemical and equipment storage.
- Inadequate space for specialized labs and programs (e.g. Mathematics Lab).

F. Replacement cost of existing building

According to the University of Nebraska June 30, 2017, Facilities Management Information Report (FMIR), the replacement value for the UNO Durham Science Center is \$35,437,627.

Master planning for the Durham Science Center determined fully meeting programmatic needs would require a complete renovation of the Durham Science Center and the construction of a new approximately 40,000 GSF addition at a project cost of about \$80M or the construction of a new facility to replace the existing at a project cost of nearly \$190M.

6. Facility Requirements and the Impact of the Proposed Project

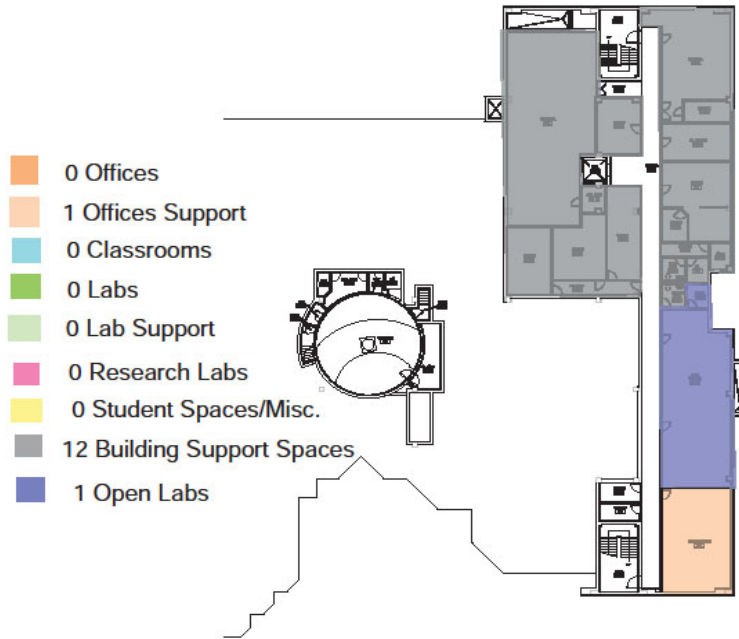
A. Functions and purpose of the proposed program

1) Activity identification and analysis

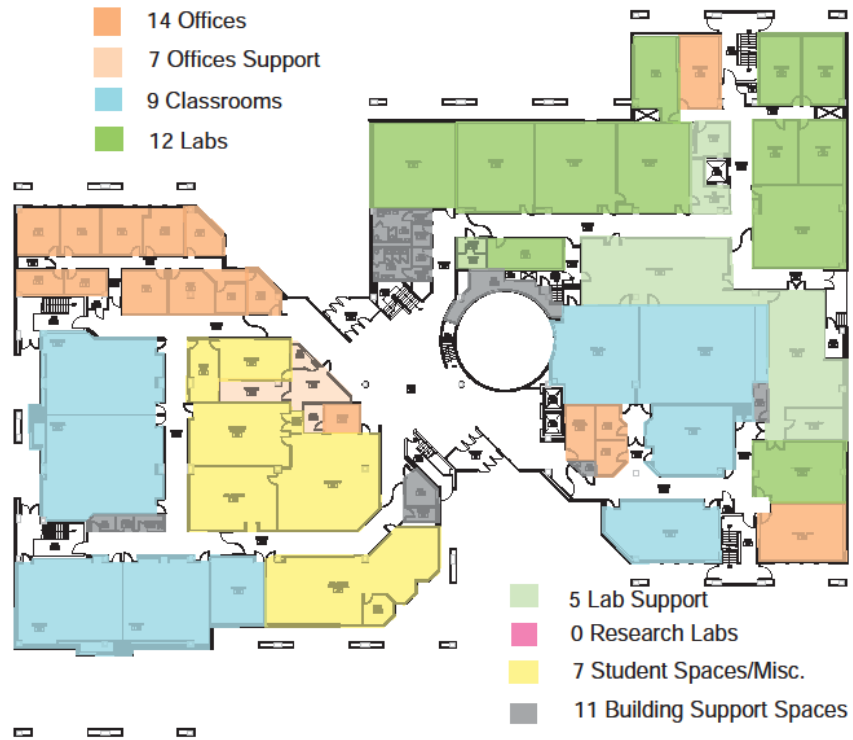
Current Durham Science Center program diagrams (north up) are represented in the following floor level images. Final program scope development will be determined in the design phase.

Durham Science Center Renovation

Program Statement



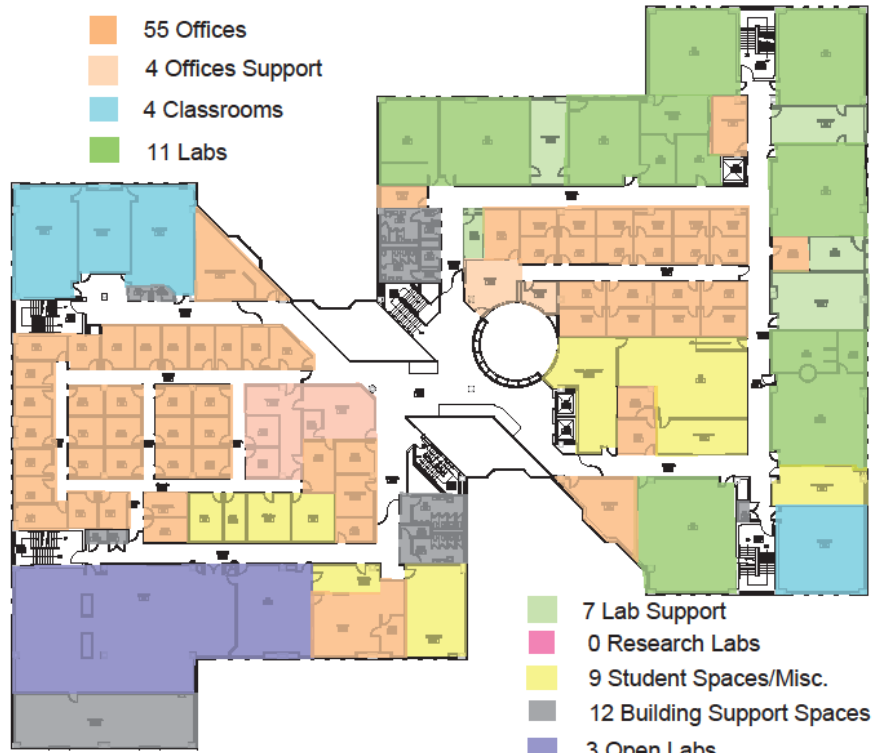
Durham Science Center - Basement Level



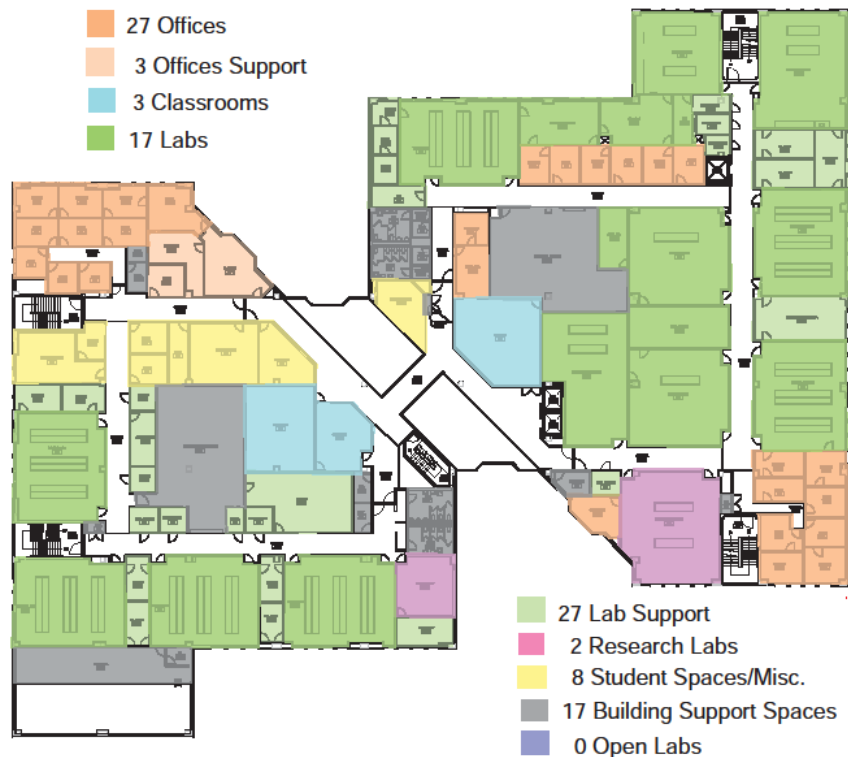
Durham Science Center - First Floor Level

Durham Science Center Renovation

Program Statement



Durham Science Center – Second Level



Durham Science Center – Third Level

Durham Science Center Renovation

Program Statement

2) Projected occupancy/use levels

- **Personnel projections**

The following table contains current and 2025 projected numbers of faculty and staff.

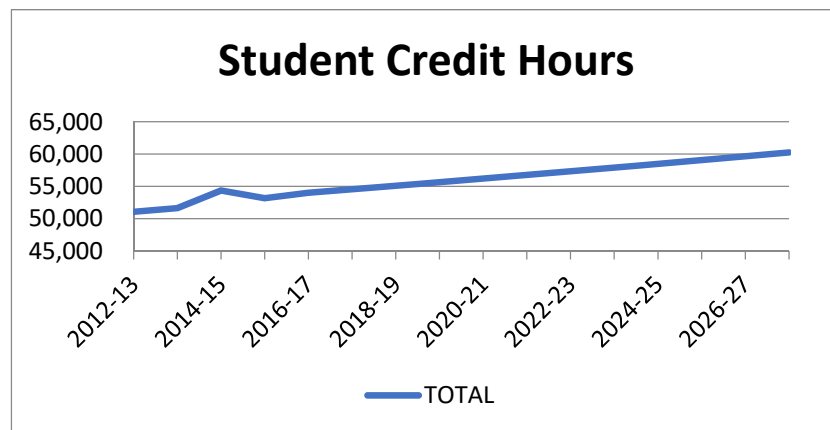
Type of Personnel	Current	2025 Projection	Growth	Percent
Managerial/Professional	7	9	2	29%
Office/Service	6	6	0	0%
Faculty (Full-time)	53	62	9	17%
Faculty (Part-time)	46	43	-3	-7%
Faculty (Adjunct)	0	0	0	-
Faculty (Visiting)	0	0	0	-
Faculty (Emeritus)	14	19	5	36%
Post-Doctoral	3	4	1	33%
Graduate Assistants	15	17	2	13%
Undergraduate Assistants	37	47	10	27%
Student Workers	33	35	2	6%
Other	4	5	1	25%
Total	218	247	29	13%

- **Describe/justify projected enrollments/occupancy**

Since the 2012-13 academic year, the academic units housed in Durham Science Center have experienced a significant uptick in student credit hours and the number of students pursuing majors, minors, and certificates. This growth results in a shortage of full-time faculty and support staff. This is being addressed, but it is challenging given the University’s current fiscal climate.

Forecasts of student credit hour production (Figure 1) and the number of majors, minors, and certificates students are pursuing (Figure 2) provide visual illustration of trending changes in demand. Drilling down, the largest gains are in Mathematics and Geography/Geology, which are not limited by the current number of seats available in teaching laboratories.

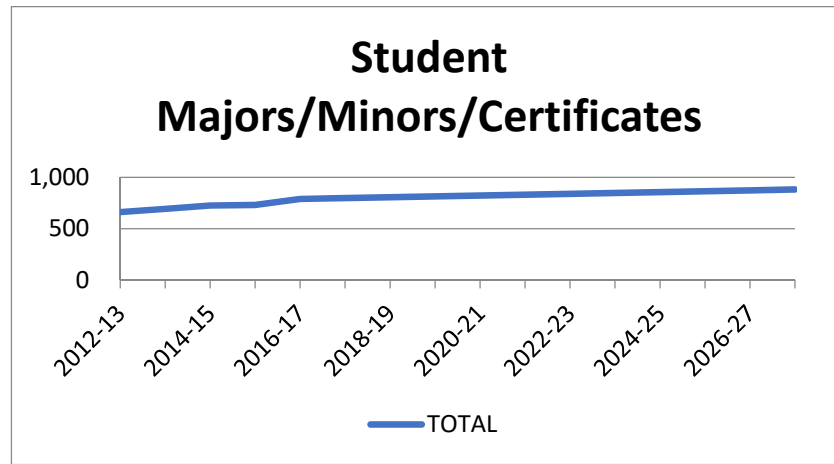
Figure 1: Student Credit Hour Production (and projections), 2012-2028



Durham Science Center Renovation

Program Statement

Figure 2: Student Majors, Minors, and Certificates (and projections), 2012-2028



B. Space requirements

1) Square footage by individual areas and/or functions

The spaces will all continue to be used for the same general room use so see table in 5.B. Interior floor infill and construction of entry vestibules will increase the overall square footage by 2,100 SF. These spaces will be WWW Circulation. The efficiency will remain 91%.

2) Basis for square footage/planning parameters

The primary square footage/planning parameters were based upon existing Durham Science Center areas. Following detailed interviews with staff and actual measurement of existing space equipment and usage, spaces were either reduced, enlarged, or maintained as the function dictated.

3) Square footage difference between existing and proposed areas

	Existing	Proposed	Difference
Net Square Feet	149,173	151,223	2,050
Gross Square Feet	164,166	166,266	2,100

C. Impact of the project on existing space

1) Reutilization and function(s)

The existing concrete and steel structure is sound and the exterior brick and precast concrete envelope is in good condition with the exception of the roof and fixed windows, each showing signs of age and failure.

All of the existing spaces within the existing Durham Science Center will be reutilized. Space functions may change, be vacated, or modified based on further development of the current program needs and Life Safety and Building Code reviews.

2) Demolition

Demolition will be limited to those areas requiring alteration or modification to address architectural, mechanical, electrical, plumbing, security system, and technology system upgrades.

Durham Science Center Renovation

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3) Renovation

The Durham Science Center project will include light to medium renovation in approximately half of the spaces and medium to high renovation in the other half of the spaces. The level of renovation will vary as needed to address architectural, mechanical, electrical, plumbing security system, audio-visual system updates, and modifications required to address code compliance issues.

7. Equipment Requirements

A. List of available equipment for reuse

Existing equipment within Durham Science Center will be evaluated, including non-technical items attached to walls and ceilings, as part of the design phase of the project.

B. Additional Equipment

1) Fixed equipment

Fixed equipment within Durham Science Center will be evaluated, including non-technical items attached to walls and ceilings, during the design phase.

2) Movable equipment

Moveable equipment within Durham Science Center will be evaluated as part of the design phase.

3) Special or technical equipment

Special or technical equipment within Durham Science Center will be evaluated as part of the design phase.

8. Special Design Considerations

A. Construction Type

New construction will be in conformance with International Building Code, 2018 edition and 2012 NFPA 101 Life Safety Code. Various construction systems will be reviewed during the design phase, providing the most economical solutions for the project. New interior materials and finishes will be consistent with current Durham Science Center materials and finishes.

B. Heating and Cooling Systems

UNO Dodge Campus steam, chilled water, and sanitary sewer utility services will remain unchanged. Existing Durham Science Center heating and cooling systems will be evaluated during the design phase. Primary and secondary air distribution will be by variable air volume boxes with zone re-heating, and perimeter hydronic radiation or fan-coil units for supplemental heat.

C. Sustainability

The building will be designed and constructed to be LEED Certifiable in compliance with the sustainability requirements of the NU Board of Regents.

Durham Science Center Renovation

Program Statement

D. Life Safety/ADA

All new construction and renovated spaces will comply with NFPA 101 Life Safety Code as adopted by the State Fire Marshal's Office, and provisions of the Americans with Disabilities Act and Nebraska Accessibility Guidelines.

The existing Durham Science Center facility is fully protected with a hydraulically-designed automatic wet pipe sprinkler system. Required fire sprinkler system modifications will be evaluated during the design phase. Modifications, as required, will be in accordance with National Fire Protection Association standards (NFPA) based on an Ordinary Hazard Group 1 sprinkler coverage requirement.

E. Security

The existing Durham Science Center security and camera observation systems will be evaluated during the design phase. Upgraded systems will be connected to the UNO Department of Public Safety.

F. Historic or architectural significance

The Durham Science Center updates will be designed to reflect the same design style and materials as the original facility.

G. Artwork

Artwork will not be included.

H. Phasing

The Durham Science Center Renovation construction will occur in an occupied building, with higher levels of construction activity occurring during summer months and other breaks.

I. Future expansion

No future expansion plans are anticipated.

J. Other

Electrical Power Distribution System

Building electrical service will remain unchanged. The electrical distribution system will be updated as required. New Panel boards will be located throughout the facility as required.

Lightning Protection System

An updated lightning protection system will be evaluated for the Durham Science Center.

Generator

The existing roof mounted generator will be replaced with a new ground level generator. The new generator will be sized consistent with updated building capacity including building emergency systems backup.

Lighting

All lighting will be designed to comply with the standards contained in the latest edition of the Illumination Engineering Society (IES). New light fixtures will utilize LED's. All lighting controls will be designed to comply with the current state energy code. Emergency lighting will be by generator backed circuits.

Durham Science Center Renovation

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Special Systems

A fire alarm system compliant with NFPA 72, NFPA 101 and University standards will be designed for the facility.

Communications cabling and equipment rooms will be designed to University standards with spare capacity for future growth.

A distributed antenna system will be provided for rebroadcasting of emergency services radio as required.

Site Amenities

Bike racks and site furnishings will be integrally incorporated into the site design, consistent with campus and University standards and guidelines. Special consideration will be taken to strategically locate site amenities near existing building entries.

9. Project Budget & Fiscal Impact

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The construction cost estimates for this project were arrived at using Means Cost Estimating Guide, Marshall and Swift Cost Estimating Guide, similar recent University project costs, and additional review with the NU Facilities Planning and Construction staff.

2) Identify year and month on which estimates are made and inflation factor used

The cost estimates were compiled in July of 2018-2019 and are using an inflation rate of 3% per year to the anticipated mid-point of construction of April 2022.

3) Net and gross square feet

	New	Renovation	Total
Net Square Feet	2,050	149,173	151,223
Gross Square Feet	2,100	164,166	166,266

4) Project cost per net and gross square foot

\$231 / NSF

\$211 / GSF

5) Construction cost per gross square foot

\$154 / GSF

B. Total project cost

Construction	
General Construction	22,567,000
Site Work/Utilities	141,000
Fixed Equipment	519,000
In-House Construction	812,000
Construction Contingency	1,626,000
TOTAL CONSTRUCTION COSTS	\$ 25,665,000

Durham Science Center Renovation

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Non-Construction	
Project Planning	296,000
Professional Consultant Fees	2,509,000
Professional In-house	770,000
Equipment - Capital	404,000
Equipment - Non-Capital	4,683,000
Land Acquisition	0
Artwork	0
Other	216,000
Non-Construction Contingency	457,000
TOTAL NON-CONSTRUCTION COSTS	\$ 9,335,000
TOTAL PROJECT COST	\$ 35,000,000

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

Operating and maintenance costs for the Durham Science Center are estimated to remain unchanged overall.

2) Estimated additional programmatic costs per year

No additional programmatic costs are expected at this time.

10. Funding

A. Total funds required: \$35,000,000

B. Project Funding Sources:

Funding Sources	Amount	% Total
Private Donations	\$35,000,000	100%
Total	\$35,000,000	100%

C. Fiscal year expenditures

Fiscal Year	Expenditure
FY2018-2019	241,136
FY2019-2020	1,520,832
FY2020-2021	1,849,568
FY2021-2022	21,799,425
FY2022-2023	9,589,039
Total	\$ 35,000,000

Durham Science Center Renovation

Program Statement

11. Timeline

A.	Program Statement	October 2019
B.	Funding	December 2019
C.	Professional Services Selection	February 2020
D.	Professional Services Contract Award	April 2020
E.	Intermediate Design Review	January 2021
F.	Start Construction	March 2021
G.	Complete Construction	April 2023
H.	Occupancy	August 2023

12. Higher Education Supplement

A. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1) CCPE review is required.
- 2) CCPE review is not required.

B. Method of Contracting

1) Identify method

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

CMR delivery method is recommended to provide the best value (quality and cost). The use of an integrated design process will support a better design for the phased and occupied renovation from a methods, scheduling, and cost estimating standpoint. The transparent bid process optimizes the local and regional market conditions and opportunities.

TO: The Board of Regents Addendum IX-B-8

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Kearney University Village Campus Covenants, Conditions and Restrictions

RECOMMENDED ACTION: Approve the Kearney University Village Campus Covenants, Conditions and Restrictions and Plat of the Kearney University Village Campus.

PREVIOUS ACTION: April 10, 2015 – The Board of Regents approved the Kearney University Village Facility Development Corporation (now Kearney University Village Development Corporation (KUVDC)) Articles of Incorporation and Bylaws.

EXPLANATION: In 2015, the Board of Regents established KUVDC to assist in the development and operation of the mixed-use development project on the UNK campus known as Kearney University Village. These covenants, conditions and restrictions (CC&R's) and the Kearney University Village Plat (the "Plat"), in addition to the Master Lease being considered concurrently, will add to the ability of the KUVDC to implement recommended site design, architecture and infrastructure principles, and character requirements of the Kearney University Village Master Plan. The CC&R's and the Plat will be recorded with the Buffalo County Register of Deeds and will run with the land, providing a consistent framework for the future development of University Village.

University funded improvements at the site will continue to comply with applicable Nebraska law and bylaws and policies of the Board of Regents.

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

This item has been reviewed by the Business Affairs Committee.

PROJECT COSTS: Not Applicable

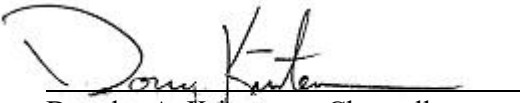
ON-GOING FISCAL IMPACT: Not Applicable

SOURCE OF FUNDS: Not Applicable

SPONSOR:

Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE:

September 26, 2019

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
UNIVERSITY VILLAGE
Kearney, Buffalo County, Nebraska

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
UNIVERSITY VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the ___ day of _____, 2019, by the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska at Kearney ("Declarant" or "University").

WITNESSETH:

WHEREAS, Declarant is the owner in fee of that certain real property located in Buffalo County, Nebraska, more particularly described in Exhibit A and depicted on Exhibit B (collectively "University Village" or the "Property"), upon which Declarant intends, but is not obligated, to develop a multiuse community to be known as University Village;

WHEREAS, Kearney University Village Development Corporation ("KUVDC") is the master lessee of University Village; and

WHEREAS, this Declaration is made to ensure that University Village is utilized in the best interests of the University for purposes of developing and operating University Village in a manner that will be a continuing asset to the University, and to this end, Declarant desires to subject University Village, together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of University Village and such additions thereto as may hereafter be made pursuant to Section 3 hereof, shall be held, conveyed, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, restrictions, easements, charges and liens (the "Restrictions"). The Restrictions shall run with the land and shall be binding upon Declarant, its successors and assigns and upon the parties having or acquiring any interest in University Village or any part or parts thereof, and shall inure to the benefit of Declarant and its successors in title to University Village or any part or parts thereof.

1. Definitions.

- 1.1. "Architectural Control Committee" means that entity established pursuant to Section 12 hereof for the purposes therein stated.
- 1.2. "Board of Directors" means the governing body of KUVDC.
- 1.3. "Capital Assessment" means the assessment levied by the Corporation pursuant to Subsection 11.3 for the purposes of therein stated.
- 1.4. "Commercial Unit" means any structure or portion thereof situated upon a Lot which is designed and intended for use and occupancy for such non-residential purposes as are permitted under these Restrictions. A Commercial Unit may be a condominium unit.
- 1.5. "Common Areas" means any part of University Village that is not designated on a Plat as a Lot, or Improvements owned by the Declarant or the Corporation designated as Common Areas,

and shall include any Improvements, Paths, non-recreational water features, Detention Areas, Retention Areas, and Common Parking Facilities there located.

- 1.6. "Common Parking Facility" means any parking lot owned, managed, and maintained by the Corporation.
- 1.7. "Corporation" means KUVDC, its successors and assigns.
- 1.8. "Curb strip" means the area between a roadway or street and the sidewalk and may be planted with grass and/or plants, including trees.
- 1.9. "Declarant" means the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska at Kearney.
- 1.10. "Design Guidelines" means the design criteria for University Village, which may be revised or amended from time to time by the Corporation or Declarant, and which shall be provided by the Corporation upon request.
- 1.11. "Detention Area" means an area depicted on the Master Plan which has been engineered to accommodate from time to time surface water drainage.
- 1.12. "General Assessment" means all sums lawfully assessed against each Responsible Party within University Village pursuant to Subsection 11.1.
- 1.13. "Improvement(s)" shall mean any building or permanent structure constructed on a Lot within University Village, including, but not limited to, the main facility, any outside facility including patios and dining areas, and all retaining walls constructed on a Lot.
- 1.14. "Improvement Owner" means a Person who at the time has or is acquiring legal title to an Improvement on a Lot except a Person who has or is acquiring such title merely as security for the performance of an obligation.
- 1.15. "Infrastructure" means the fundamental facilities and systems serving University Village for public and private use and provided for by the Corporation, including but not limited to streets, sidewalks, and irrigation systems.
- 1.16. "KUVDC" means Kearney University Village Facility Development Corporation, a Nebraska non-profit corporation.
- 1.17. "Living Unit" means a room or combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a permanent residence by at least one Person.
- 1.18. "Lot(s)" means any plot of land intended as a building site shown upon a recorded Plat, any part of University Village designated in a recorded instrument as a "Lot."

- 1.19. "Maintenance Costs" means all of the costs necessary to keep Common Areas operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or part of any such Common Area, payment of all insurance premiums for public liability, casualty and other insurance maintained with respect thereto, all utility charges relating to such facilities, all taxes imposed on the facility, leasehold, easement, or right-of-way, and any other expense related to the continuous maintenance operation, or improvement of the Common Area.
- 1.20. "Master Plan" means the master site plan of University Village.
- 1.21. "Parcel" means each platted subdivision or neighborhood of University Village as may be depicted on the Master Plan, consisting of one or more Lots that are subject to the same Supplemental Declaration or are declared by Declarant or the Corporation to constitute a "Parcel." One or more Lots may be included in more than one Parcel.
- 1.22. "Parcel Assessment" means an assessment made pursuant to Subsection 11.1.5 of this Declaration.
- 1.23. "Paths" means those walkways and/or bikeways installed pursuant to Section 6.
- 1.24. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- 1.25. "Plat" means a secondary plat of a portion of University Village subdividing the land and depicting Lots, executed by the Declarant or the Corporation and recorded in the office of the Buffalo County Register of Deeds.
- 1.26. "Proposed Plans" means any site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, demolition plans, and such other plans and specifications as may be appropriate and any other data or information that the Architectural Control Committee may request with respect to the improvement or alteration of a Lot or the construction or alteration of any Improvement thereon.
- 1.27. "Responsible Party" means the owner or ground lessee of a Lot within University Village.
- 1.28. "Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration and the Design Criteria, as the same may be amended from time to time.
- 1.29. "Retention Area" means an area depicted on the Master Plan which has been engineered to maintain a permanent pool of water and to hold storm water runoff.
- 1.30. "Senior Housing" means congregate housing for the elderly, including associated Living Units the owners or occupants of which have the benefit of access to goods and services provided by the operator of the congregate care facility.

- 1.31. "Site Furniture and Facilities" means any furniture, trash containers, artwork, sculptures, or other furniture, fixtures, light fixtures, equipment, or facilities constructed, installed, or placed in University Village by Declarant or KUVDC and intended for the common use or benefit of some, if not all, Responsible Parties, sub-lessees, owners of Improvements, tenants, and occupants.
- 1.32. "Supplemental Declaration" means any supplemental declaration of covenants, conditions, or restrictions, or any declaration of horizontal property regime which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Platted neighborhood and contains such complementary or supplementary provisions for such Platted neighborhood as are required or permitted by this Declaration.
- 1.33. "University" means the University of Nebraska.
- 1.34. "University Village" means the land described in Exhibit B and such other real estate may from time to time be included therewith under the provisions of Section 3.
2. **Declaration.** Declarant hereby expressly declares that University Village, as described in Exhibit A and depicted on Exhibit B, and any additions thereto, pursuant to Section 3 hereof, shall be held, transferred, and occupied subject to the Restrictions. The Restrictions shall be administered and applied by the Corporation, all Responsible Parties, and any Improvement Owner, sublessee, tenant, or occupant of any Improvement on any Lot subject to these Restrictions, (i) by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase or lease thereof, whether from Declarant, the Corporation, a Responsible Party or Improvement Owner, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Responsible Party and Improvement Owner acknowledges the rights and powers of Declarant and the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, Responsible Parties, and current and subsequent Improvement Owners to keep, observe, comply with and perform such Restrictions and agreement. The Corporation shall have complete authority to approve, reject, or require modification to any plan or design proposal for development or construction and to establish the Design Guidelines.
3. **Subsequently Acquired Property/Additions to University Village.** In order to ensure the continued vitality and quality of University Village, the Declarant shall have the right to bring within the scheme of this Declaration and add to University Village real estate that is contiguous to University Village. In determining contiguity, public rights of way and waterways shall not be considered.

The additions authorized under this section shall be made by the filing of record of this Declaration or one or more Supplemental Declarations with respect to the additional real estate and by filing with the Corporation any revisions to the Master Plan necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the Master Plan shall not bind Declarant to make the proposed addition. For purposes of this Section 3, a Plat depicting a portion of University Village shall be deemed a Supplemental Declaration.

4. Permitted Uses.

4.1. University Village is an urban mixed-use community, and each Lot within University Village may be developed for residential, commercial, recreational, University, and other similar uses, or a mix thereof, subject to the remaining provisions of the Declaration, any Supplemental Declarations, and Design Guidelines.

4.1.1. Permitted residential uses are:

4.1.1.1. Single-family housing, including townhomes and condominiums.

4.1.2. Permitted commercial uses are:

4.1.2.1. Leisure, including public houses offering food service, brewpubs, restaurants, bakeries, creameries, movie theaters, and cafes;

4.1.2.2. Retail, including retail stores and shops;

4.1.2.3. Services, including finance, insurance, and real estate;

4.1.2.4. Office, including office buildings, serviced offices, and medical facilities;

4.1.2.5. Multifamily residential housing including apartments; and

4.1.2.6. Research and development.

4.1.3. Recreational uses include indoor or outdoor athletic facilities or playfields, playgrounds, parks, and any associated amenities.

4.1.4. University uses include student and faculty housing and any use in furtherance of Declarant's or University's mission of education, research, and service to the State of Nebraska and its people.

4.2. Permitted uses by neighborhood.

4.2.1. Lots located within the Loper Commons neighborhood of University Village may be developed for commercial and University uses.

4.2.2. Lots located within the Village Center neighborhood of University Village may be developed for commercial and University uses.

4.2.3. Lots located within the In the East Village Neighborhood of University Village may be developed for residential, commercial, and University uses.

4.2.4. Lots located within the West Village Neighborhood of University Village may be developed for residential and commercial uses.

4.2.5. Lots located within the Recreational Complex neighborhood of University Village may be developed for recreational uses.

4.3. Tenant approval by the Corporation. All ground level commercial tenants, lessees, or sub-lessees shall be subject to approval by the Corporation. A ground level tenant shall not sublet, license, assign, transfer or convey their interests to a new tenant which has not been approved by the Corporation. Notwithstanding the foregoing, it is agreed that the terms “sublet” or “license” as used herein pertain only to a direct transfer or conveyance of tenant’s interest in real property or a sublease of the tenancy.

5. **Prohibited Uses.** The uses of Lots shall be consistent with this Declaration and consistent with the Permitted Uses. Notwithstanding anything herein to the contrary, none of the following uses or operations shall be conducted or permitted on or with respect to all or any part of the Lots unless otherwise approved by the Corporation in its sole discretion:

5.1. Any public or private nuisance;

5.2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;

5.3. Any use which emits or results in strong, unusual or offensive odors (but not such odors as shall normally emit from restaurants), fumes, dust or vapors, creates a hazardous condition, or is used in whole or in part, for warehousing or dumping or disposing of garbage or refuse, other than in enclosed receptacles intended for such purpose;

5.4. Any use which emits an excessive quantity of dust, dirt or fly ash;

5.5. Any use which could result in, or cause fire, explosion or damaging or a dangerous hazard, including the storage, display or sale of explosives or fireworks;

5.6. Any operation primarily used as a storage facility, or assembly, manufacture, distillation, refining, smelting, agriculture or mining operations;

5.7. Any mobile home or trailer court, auction house, labor camp, junkyard, mortuary, funeral home, stock yard, or animal raising;

5.8. Any automobile, truck, trailer, or recreational vehicle sales, rental, leasing, or body and fender repair operation;

5.9. Any flea market and/or swap meet or second hand or surplus store;

5.10. Any commercial endeavor which conducts, markets, promotes, or sells items or activities of a sexually oriented nature;

5.11. Any gas or service station or automobile service facility or car-washing establishment;

5.12. Any establishment selling illegal drug related paraphernalia or paraphernalia related to the use or consumption of products containing or derived from plants of the Cannabis genus;

- 5.13. Any central laundry, dry cleaning plant, or laundromat;
- 5.14. Any gambling facility or operation;
- 5.15. Any nightclub, standalone bowling alley, cigar bar, vape shop, tobacco store, payday lender, or retail establishment that predominantly sells prepackaged alcoholic beverages or products containing or derived from plants of the Cannabis genus;
- 5.16. Any stand-alone outdoor advertising signs or billboards shall not be permitted upon any property in University Village, except monument or directional signage as determined by the Corporation; or
- 5.17. Any establishment providing the same or similar educational or academic services Declarant or of the University of Nebraska at Kearney, or directly or indirectly engaged in postsecondary education.
6. **Common Areas.** Title to all Common Areas is held by the Declarant. The Corporation shall be responsible for maintaining all Common Areas and the Maintenance Costs thereof shall be assessed as a General Assessment against each Responsible Party. The Corporation may, but is not obligated to construct, install, or place civic buildings, parks, recreational facilities, underground utility facilities, Site Furniture and Facilities, Paths and path lighting, planting structures, Common Parking Facilities, fountains or other non-recreational water features, Detention Areas, or Retention Areas on Common Areas as it deems desirable and necessary. Any such Improvement made to or installed on a Common Area shall be a Common Area. The use of Common Areas shall be subject to such reasonable rules, regulations, and use fees as the Corporation may impose which are not inconsistent with the provisions of this Declaration or any Supplemental Declaration.
- 6.1. **Common Parking Facilities.** The Corporation shall maintain any Common Parking Facilities located in University Village, including any exterior and interior landscaping, and the Maintenance Costs thereof shall be assessed as a Capital and Infrastructure Assessment.
- 6.2. **Paths and Path Lights.** The Corporation may, but is not obligated to, install Paths and path lights at the approximate locations depicted in the Master Plan, Design Guidelines, or Plat and may reserve easements for such purpose over and across Lots. If installed, the Corporation shall operate and maintain the Paths and path lights and the Maintenance Costs thereof shall be assessed as a General Assessment against all Responsible Parties. The Board of Directors of the Corporation may adopt such rules and regulations with respect to the use of the Paths as it may deem appropriate including but not limited to the prohibition of the use of all or some of the Paths by bicycles, skateboards and/or motorized or non-motorized vehicles.
- 6.3. **Non-recreational water features, Detention Areas, and Retention Areas.**
- 6.3.1. **Development.** Declarant reserves the right to develop any non-recreational water feature, Detention Area, or Retention Area located within the University Village development area, including the right to alter the size and configuration thereof (as a result of which, the non-recreational water features, Detention Areas, and Retention

Areas may vary from that depicted on the General Plan of Development attached as Exhibit B hereto).

6.3.2. Maintenance. The Corporation shall be responsible for maintaining all non-recreational water features, Detention Areas, and Retention Areas. The Maintenance Costs of any non-recreational water features and Detention Areas shall be assessed as a General Assessment against all Responsible Parties.

6.3.3. Use. No boats shall be permitted upon any non-recreational water feature, Detention Area, or Retention Area except if and to the extent authorized by the Corporation and then subject to such rules and regulations as may be adopted by the Corporation. No dock, pier, wall or other structure may be extended into any non-recreational water feature, Detention Area, or Retention Area. No swimming or fishing will be permitted in any non-recreational water feature, Detention Area, or Retention Area. Each Responsible Party, Improvement Owner, sublessee, tenant, occupant shall indemnify and hold harmless Declarant, the Corporation and other Responsible Parties or Improvement Owners against all loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a non-recreational water feature, Detention Area, or Retention Area. Declarant and the Corporation shall have no liability to any person with respect to any non-recreational water feature, Detention Area, or Retention Area, the design, depth, pool level, water quality or use thereof or access thereto, or with respect to any damage to any Lot resulting from a non-recreational water feature, Detention Area, or Retention Area or the proximity of a Lot thereto, including loss or damage from erosion.

7. Design Guidelines. All new Improvements or material modifications to existing Improvements located on any Lot within University Village shall comply with the Design Guidelines and these Restrictions.

8. Improvements.

8.1. Design and Plan Approval. No improvement shall be constructed, erected, expanded, or altered on any Lot or portion thereof until the plans and specifications for the same (including suite layout, exterior building materials and colors, landscaping and parking layouts) have been approved in writing by the Architectural Control Committee and all required permits have been obtained. Except as detailed in this Declaration, all buildings shall be designed so that the exterior elevation for each shall be architecturally and aesthetically compatible. The design and construction on all Lots shall be in accordance with the Proposed Plans approved by the Architectural Control Committee and in complete and full compliance with (i) any and all governmental requirements and all applicable ordinances, (ii) all restrictive covenants of record, and (iii) the Design Guidelines. Each Responsible Party agrees to cause its respective architect to work in good faith with the Architectural Control Committee so that the buildings to be erected and constructed will have an overall cohesive and related architectural continuity and will be in harmony with the Design Guidelines.

8.2. Screening. Any rooftop equipment shall be screened from public view from adjacent public streets and in a manner satisfactory to the Architectural Control Committee. Any trash facility

shall be screened from public view from adjacent streets on all four sides in a manner satisfactory to the Architectural Control Committee.

- 8.3. **Signs.** All signs shall be subject to the approval of the Architecture Control Committee and shall be in compliance with the signage criteria set forth in the Design Guidelines and in all events shall comply with any and all governmental requirements and applicable ordinances.
9. **Grant of Easements.** Subject to the terms of this Declaration, Declarant hereby grants and conveys the following non-exclusive easements appurtenant in, to, over, and across the Common Areas for the benefit and use of all Responsible Parties:
 - 9.1. **Parking Easements.** A nonexclusive easement in, to, over, and across the portions of Common Areas developed as Common Parking Facilities for the vehicles of owners, tenants, and invitees. Shared parking areas shall be subject to such reasonable rules and regulations as the Corporation may impose with respect thereto.
 - 9.2. **Access Easements.** A nonexclusive easement in, to, over, and across the Common Areas, including driveways, perimeter roads and access ways for vehicular and pedestrian ingress and egress, and access and the right of access over established circulation elements between the public streets and perimeter roads and access ways and any Lot.
 - 9.3. **Access Easements – Signage.** A nonexclusive easement in, to, under, over, and across the Common Areas, for the installation and maintenance of pylon or monument sign structures to be located on the Lots pursuant to the Design Guidelines.
 - 9.4. **Utility Easements.** A nonexclusive easement in, to, over, and across the Common Areas for the benefit of and appurtenant to each other for the purposes of installation of sewer, water, gas pipes and systems, electrical power conduits, telephone conduits, lines and wires, and other public utilities below the ground surface at a location or locations reasonably approved in writing by the Architectural Control Committee.
 - 9.5. **Drainage.** A nonexclusive easement in, to, over, and through the drainage patterns and systems for reasonable surface drainage purposes. Declarant shall have the right to designate and change the location or nature of any Detention Area. Declarant hereby declares, creates, and establishes a perpetual, non-exclusive right-of-way and easement to dispose of storm water to and through the point of entry onto the City right-of-way or to any subsequent locations.
10. **Maintenance and Management of University Village.**
 - 10.1. **Maintenance Obligations of the Corporation.** The Corporation shall be responsible for the landscaping and maintenance, including mowing any grass, of all Common Areas and the Curb Strip portion of each Lot, in good and clean condition and repair, to the same extent as a Responsible Party as provided in sub-paragraphs 10.2.1 through 10.2.9, with the exception of watering the Curb Strip portion of each Lot. All Maintenance Costs shall be assessed as a General Assessment against all Responsible Parties.

10.2. Responsible Party Maintenance Obligations. Responsible Parties shall be responsible at all times to maintain their Lot in good and clean condition and repair, including, without limitation, the following:

- 10.2.1. Maintaining, repairing and resurfacing, when necessary to ensure functionality and safety, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines;
- 10.2.2. Removing all papers, debris, filth and refuse from the Lot and washing or thoroughly sweeping such property to the extent reasonably necessary to keep such property in a clean and orderly condition;
- 10.2.3. Removing snow and ice from sidewalks and within 24 hours following the end of snowfall. Placing snow on any street, sidewalk, or right-of-way is prohibited;
- 10.2.4. Placing, painting, maintaining, and replacing and repainting, as and when necessary to ensure safety, all directional signs, markers, striping and pedestrian crossings;
- 10.2.5. Operating, maintaining, repairing and replacing, when necessary to ensure full functionality and safety, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts;
- 10.2.6. Maintaining all landscaped areas, excluding any curb strip; watering all landscaped areas to include any curb strip; maintaining, repairing and replacing, when necessary to ensure full functionality, automatic sprinkler systems and water lines; replacing shrubs and other landscaping as necessary to maintain aesthetics, function, and safety;
- 10.2.7. Maintaining, repairing and replacing, when necessary to ensure full functionality and to maintain aesthetics and safety, all fences, walls or barricades;
- 10.2.8. Maintaining, repairing and replacing, when necessary to ensure full functionality, all storm drains, sewers, lift stations and other utility lines not dedicated to or maintained by the Corporation, or by the public or conveyed to any public or private utility which are necessary for the operation of the improvements located in University Village;
- 10.2.9. Maintaining in full force and effect commercially reasonable insurance; and
- 10.2.10. Supervising traffic at entrances and exits if necessary as conditions reasonably require in order to maintain an orderly and proper traffic flow.

- 10.3. Duty to Maintain. Each Responsible Party shall be responsible for the maintenance, insurance and lighting of its Lot. In the event any Responsible Party defaults in the performance of such obligations, the Corporation shall have the right (but shall not be obligated), either itself or through a third-party contractor, to perform the obligations of the defaulting Responsible Party and bill the defaulting party for the expenses incurred. The Corporation, may but is not obligated to, offer and establish reasonable fees for the performance of all maintenance obligations of the Responsible Party and/or snow removal from the Lot of a Responsible Party.
- 10.4. Indemnity Against Liens. Each Responsible Party shall indemnify, defend, protect and hold all other Responsible Parties, Improvement Owners, sublessees, and tenants harmless for, from and against any and all claims in connection with any and all liens arising out of any work performed, materials furnished to, or obligations incurred by such Responsible Party in connection with the operation and maintenance of the Lot for which it is responsible.

11. Assessment and Assessment Liens.

11.1. General Assessments.

11.1.1. Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of Responsible Parties and occupants of units and for the improvement, maintenance, repair, replacement, and operation of Common Areas.

11.1.2. Basis for Assessment.

11.1.2.1. Residential Lots. Each residential Lot shall be assessed at a uniform rate without regard to whether a Living Unit or other Improvements have been constructed upon the Lot, except that if no Living Unit has been constructed on the Lot, the Corporation shall waive with respect to such undeveloped Lot that part of any assessment that is attributable to services that are provided only with respect to improved Lots.

11.1.2.2. Commercial Lots.

11.1.2.2.1. Each unimproved commercial Lot shall be assessed at a uniform rate without regard to whether a Commercial Unit, multifamily structure, or multiuse structure has been constructed upon the Lot, except that the Corporation shall waive with respect to such undeveloped Lot that part of any assessment that is attributable to services that are provided only with respect to improved Lots.

11.1.2.2.2. Each commercial Lot upon which a multifamily structure has been constructed shall be assessed at a rate equitably determined by the Board of Directors which takes into account the number of living units located on the Lot. The General Assessment for any such Lot shall not exceed the product of (A) the number of Living Units located on the Lot and (B) fifty percent of the amount of General Assessments for residential lots as provided in Subsection 11.1.2.1, above.

- 11.1.2.2.3. Each commercial lot upon which one or more commercial units have been constructed shall be assessed at a rate equal to the product of (A) the result obtained by dividing the gross square footage of the commercial unit by two thousand five hundred (2,500) and (B) the amount of the general assessment established for residential lots on the basis set forth in Subection 11.1.2.1, above.
- 11.1.2.2.4. Each commercial Lot improved with a multiuse structure shall be assessed as follows: with respect to that part of the multiuse structure that consists of one or more Commercial Units, in the same manner as specified in subsection 11.1.2.2, above; and with respect to that part of the multiuse structure that consists of one or more Living Units, in the same manner as described in subsection 11.1.2.1, above.
- 11.1.2.3. Senior Housing. Each Lot used for Senior Housing shall be assessed at a rate equitably determined by the Board of Directors which takes into account the number of Living Units located on the Lot and the use made by the Responsible Parties or occupants of such Living Units. The General Assessment for any such Lot shall not exceed the sum of:
 - 11.1.2.3.1. The product of (A) the number of detached or attached Living Units not incorporated in the congregate care facility and (B) an amount equal to the General Assessment for residential Lots established on the basis set forth in Subection 11.1.2.1, above; and
 - 11.1.2.3.2. The product of (A) the number of Living Units located in the congregate care facility which are occupied by an individual who is less than 85 years old and (b) 25% of the amount of the General Assessment for residential Lots on the basis set forth in Subection 11.1.2.1, above; provided that only Living Units which are occupied shall be included in the calculation pursuant to this subsection.
- 11.1.2.4. Lots Used by Declarant or the Corporation. No Lot used by Declarant or the Corporation shall be assessed by the Corporation except such Lots as have been by the construction thereon of Living Units or Commercial Units, which improved Lots shall be subject to assessment as provided in subsections 11.1.2.1 and 11.1.2.2; provided however, Lots improved by the construction thereon of any Common Area shall in no event be subject to assessment.
- 11.1.2.5. Condominiums. Condominiums shall be separately assessed as a Lot applying the provisions of the foregoing subsections 11.1.2.1, 11.1.2.2, and 11.1.2.3. If a multiuse structure is a horizontal property regime, then each condominium therein shall be separately assessed applying the provisions of the foregoing subsections 11.1.2.1, 11.1.2.2, and 11.1.2.3.
- 11.1.2.6. Change in basis. The basis for assessment may be changed upon the recommendation of the Board of Directors if such change is approved by two-

thirds of the members who are voting in person or by proxy at a meeting of members duly called for this purpose.

- 11.1.3. Method of Assessment. By a vote of a majority of the Board of Directors, the Board of Directors shall, on the basis specified in Subsection 11.1.2, fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration and all Supplemental Declarations upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.
- 11.1.4. Allocation of Assessment. Certain of the costs of maintaining, operating, restoring or replacing the Common Areas may be allocated among Responsible Parties on the basis of the location of the lands and improvements constituting the Common Areas and the intended use thereof. In determining the General Assessment, costs and expenses which in accordance with the provisions of this Declaration or a Supplemental Declaration are to be borne by all Responsible Parties shall first be allocated to all Responsible Parties. Costs and expenses which in accordance with the provisions of this Declaration or a Supplemental Declaration are to be borne by the Responsible Parties of certain Lots shall then be allocated to the Responsible Parties of such Lots, including the costs associated with the performance by the Corporation of a Responsible Party's maintenance obligations as provided by Subsections 10.2 and 10.3. The provisions of subsection 11.1.2 shall not be deemed to require that all assessments against vacant Lots or Lots improved with comparable types of Living Units or Commercial Units, multifamily structures, or multiuse structures be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses. Costs of any services provided by the Corporation to individual Lots shall not be included in the General Assessment of any Lot the Responsible Parties of which has elected to obtain the same service directly from a service provider.
- 11.1.5. Parcel Assessments.
 - 11.1.5.1. Purpose of Assessments. Parcel Assessments shall be used for such purposes as are authorized by the Supplemental Declaration for such Parcel.
 - 11.1.5.2. Method of Assessment. An annual Parcel Assessment may be levied by the Corporation against Lots in a Parcel using the basis as may be set forth in any Supplemental Declaration for such Parcel, and collected and disbursed by the Corporation. The Board of Directors may fix in accordance with the provisions of any Supplemental Declaration the annual Parcel Assessment for each Parcel, the date(s) such Assessment shall become due, and the manner in which it shall be paid.
 - 11.1.5.3. Special Assessments. In addition to the annual Parcel Assessment, the Corporation may levy in any fiscal year a special Parcel Assessment against one or more of the Lots in a Parcel for the purpose of (A) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Parcel, including fixtures and personal property

related thereto, provided that any such assessment shall have the assent of a majority of the Responsible Parties in the Parcel who are voting in person or by proxy at a meeting of such Responsible Parties duly called for this purpose or (B) defraying any Maintenance Costs incurred in satisfying any requirements imposed on the Corporation by a Supplemental Declaration relating to a Parcel. Any special assessment pursuant to this subsection shall be allocated equally among all Lots in the Parcel.

- 11.2. Architectural Control Assessment. If any Responsible Party or Person acting for or on behalf of, or pursuant to the authorization or acquiescence of, a Responsible Party fails to comply with Design Guidelines or other requirements for construction of Improvements, landscaping, and other building activities or maintenance of a Lot (including the filing of a Proposed Plan) or any restrictive covenant or condition specified in a Supplemental Declaration for the Parcel in which such Responsible Party's Lot is located and/or the provisions of Sections 4, 5, or 12 of this Declaration, then the Corporation may levy against the Responsible Party's Lot an Assessment in an amount determined by the Board of Directors which does not exceed the greater of (i) Five Hundred Dollars (\$500.00) for each day that such failure continues after written notice thereof is given by Declarant or the Corporation to such Responsible Party or (ii) One Hundred Thousand Dollars (\$100,000.00). Such assessment shall constitute a lien upon any Improvement or the leasehold interest of such Responsible Party and may be enforced in the manner provided in subsection 11.5. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to Declarant and/or the Corporation provided in this Declaration, at law or in equity in the case of the failure of a Responsible Party to comply with the provisions of this Declaration and all applicable Supplemental Declarations.
- 11.3. Capital Assessments. The Corporation shall have the right and power to assess Capital Assessments to construct, reconstruct, or replace Improvements in the Common Area or Infrastructure within University Village and to provide for the Maintenance Costs associated with the maintenance of Common Parking Facilities. Any such Capital Assessment shall be allocated to all Responsible Parties whose Lots derive a substantial benefit from the Capital Improvement or Infrastructure, as determined in the reasonable discretion of the Board of Directors, except that the Corporation may allocate a portion of the Maintenance Costs of Common Parking Facilities which serve another Common Area and the amount so allocated shall be a General Assessment against all Responsible Parties as determined pursuant to Subsection 11.1. All Capital Assessments shall become due and payable on such date or dates as designated in the written notice to the Responsible Parties.
- 11.4. Covenant to Pay Assessments. Each Responsible Party, by acquiring ownership of a Lot or executing a ground lease for a Lot, is deemed to covenant and agree to pay all assessments set forth in this Declaration.
- 11.5. Effect of Nonpayment of Assessment; Remedies. If any assessment or any installment of any assessment is not paid within thirty (30) days after the same is due, the Corporation, at its option, upon fifteen (15) days' prior written notice to the Responsible Party, may (a) declare the entire unpaid balance immediately due and payable, and (b) charge interest on the entire unpaid balance (or on an overdue installment alone, if it has not exercised its option to declare

the entire unpaid balance due and payable), at the highest rate of interest then permitted by law unless a lower rate is agreed upon in an existing ground lease with such Responsible Party.

- 11.6. Lien for Assessment. Assessments, together with interest and costs, shall be a charge and continuing lien in favor of the Corporation upon the leasehold interest in the Lot against which each such assessment is made. At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed against such leasehold interest with the Buffalo County Register of Deeds. The lien provided for herein shall remain valid until released or satisfied in the manner provided by law in Nebraska.
- 11.7. Non-Use. No Responsible Party may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area, or any part thereof, or by abandonment of its leasehold interest.

12. Architectural Control Committee.

- 12.1. Establishment. The Architectural Control Committee has been established and shall consist of three members. All members shall be appointed by the Corporation. Each member shall serve at the pleasure of the Corporation and may be replaced by the Corporation at any time upon notice to the remaining members. The Architectural Control Committee shall meet as required at such place and at such time as is mutually agreeable to the members thereof.
- 12.2. Purpose. The Architectural Control Committee shall regulate the external design, appearance, use, location, and maintenance of the University Village property, and all of the Improvements thereon in such manner as to preserve and enhance values, to maintain a harmonious relationship among structures, Improvements, landscaping, and topography, to implement the development standards and guidelines set forth in any zoning ordinance and to assure compliance with the Design Guidelines established by the Corporation and the Declarant.
- 12.3. Proposed Plans. Before commencing the construction, addition, installation, modification, demolition or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole, fixture, or any other structure or temporary or permanent improvements within University Village (except for interior construction or remodeling), the Responsible Party for the Lot upon which such improvement is considered shall provide to the Architectural Control Committee for its approval the Proposed Plans. The Architectural Control Committee shall adopt, by majority vote, appropriate procedures for plan submission, review and approval. Approval of plans shall require the affirmative vote of two members of the Architectural Control Committee. The Architectural Control Committee shall apply the Design Guidelines in a fair, uniform, and reasonable manner and shall exercise discretion in the performance of their duties, consistent with the discretion inherent in the design review process. In disapproving any Proposed Plan, the Architectural Control Committee shall furnish the applicant with specific reasons for such disapproval and may suggest modifications to such plans which would render the Proposed Plan acceptable to the Board if resubmitted.
- 12.4. Consultants. The Architectural Control Committee may retain outside consultants to assist it in its activities, and may charge reasonable fees for plan review.

- 12.5. Waiver and Variance. A Responsible Party may petition the Architectural Control Committee to waive compliance with or grant a variance to any of the Restrictions set forth in Sections 3 through 6 of this Declaration. Subject to the limitations set forth below, and based on its reasonable discretion, the Architectural Control Committee is hereby given the power to waive or grant a variance to any such Restrictions upon such request and upon a finding by the Architectural Control Committee that such request is in conformity with the general scheme for the development of University Village. Such waiver or variance may be conditioned by the Architectural Control Committee upon the satisfaction of conditions or performance requirements set by the Architectural Control Committee. Such waiver or variance shall be effective only upon the unanimous consent of the Architectural Control Committee. Notwithstanding any other provision contained herein, if the Architectural Control Committee shall fail to approve or disapprove any such request for waiver or variance within ninety (90) days after such request has been submitted to the Architectural Control Committee, such request shall be deemed conclusively to have been disapproved unless or until the Architectural Control Committee takes further action on the same, if ever.
- 12.6. Appeal. A decision of the Architectural Control Committee, made pursuant to Subsections 12.3 and 12.5 may be appealed to the Board of Directors which may reverse or modify such decision by a majority vote of the Directors then serving.
- 12.7. Governmental Approvals and Permits. To the extent reasonable, the Architectural Control Committee shall assist any party whose proposed plan has been approved in obtaining required approvals and permits from any governmental authority. The Architectural Control Committee'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.
- 12.8. Liability of Committee. Neither the Architectural Control Committee or any member or agent thereof, nor Declarant shall be responsible for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto. The Architectural Control Committee does not make, and shall not be deemed by any approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
- 12.9. Inspection. Members of the Architectural Control Committee or agents authorized by the Architectural Control Committee may inspect work being performed at any time to assure compliance with proposed plans, these Restrictions and any applicable regulations.
13. **Enforcement and Remedies for Violation**. Upon a violation or breach of any of the Restrictions set forth in this Declaration or of any Supplemental Declarations, the Declarant and the Corporation, shall have the right to enforce or compel, by proceeding at law or in equity, compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the Restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Neither the Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions set forth in this Declaration or of any Supplemental Declarations.

14. **Interpretation.** The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural.
15. **Duration.** The Restrictions contained in this Declaration are for the mutual benefit and protection of the present and future Responsible Parties, Improvement Owners, the Corporation, and Declarant, and shall run with the land and bind any Responsible Party, Improvement Owner, sublessee, tenant, subtenant or occupant of any land subject to this Declaration, their respective successors and assigns, in perpetuity. It is expressly agreed that no breach of this Declaration shall (a) entitle any party to cancel, rescind or otherwise terminate this Declaration or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of University Village.
16. **Waiver.** No delay or omission on the part of the Architectural Control Committee, Declarant, the Corporation, or a Responsible Party in exercising any right, power or remedy herein provided shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Control Committee, Declarant or the Corporation for or on account of its failure to bring any action on account of any breach under this Declaration.
17. **Severability.** Every one of the provisions of this Declaration is hereby declared to be independent of, and severable from, the remainder of the provisions and from every other one of the provisions. In the event any one or more of the provisions of this Declaration is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other provisions herein, but all of the remaining provisions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.
18. **Amendment.** This Declaration may be amended at any time by written agreement of Declarant.

IN WITNESS WHEREOF, Declarant and the Corporation have executed this Declaration on the date set forth below.

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: _____
Name: _____
Title: _____
Date: _____

KEARNEY UNIVERSITY VILLAGE DEVELOPMENT CORPORATION, KUVDC

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ (date) by _____ of **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and governing body of the University of Nebraska at Kearney, on behalf of said public body.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ (date) by _____ of **KEARNEY UNIVERSITY VILLAGE DEVELOPMENT CORPORATION, KUVDC**, a Nebraska non-profit corporation, on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

Exhibit A

Description of University Village Development Area

[To be added upon completion of plat]

Exhibit B

General Plan of Development

[To be added upon completion of plat]

TO: The Board of Regents Addendum IX-B-9

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Kearney University Village Master Lease Agreement

RECOMMENDED ACTION: Approve the Master Lease between the Board of Regents of the University of Nebraska and the Kearney University Village Development Corporation for the land designated as the Kearney University Village Campus.

PREVIOUS ACTION: April 10, 2015 – The Board of Regents approved the Kearney University Village Facility Development Corporation (now Kearney University Village Development Corporation (KUVDC)) Articles of Incorporation and Bylaws.

EXPLANATION: Approval of this Master Lease for the land designated as the Kearney University Village Campus between the Board of Regents of the University of Nebraska and the Kearney University Village Development Corporation (KUVDC) is the initial step to authorize the KUVDC to commence build out, operation and development of University Village in accordance with the Kearney University Village Master Plan.

The University will remain the owner of the land for the duration of the Lease and the KUVDC will, through appropriate ground sublease agreements, provide for the development of buildings and related structures consistent with the CC&Rs and the Plat (see immediately preceding agenda item), which are concurrently presented for approval by the Board of Regents.

Under the Master Lease, KUVDC is authorized to sublease lots within Kearney University Village to third parties approved by the KUVDC Board of Directors. All subleases will be reviewed by the University General Counsel's Office and the UNK Vice Chancellor for Business and Finance.

The President is authorized to execute, and administratively process the Kearney University Village Master Lease and related documents, directives and approvals required by its terms and notwithstanding any other provision of the Board's bylaws and policies.

This item has been reviewed by the Business Affairs Committee.

PROJECT COSTS: Not Applicable

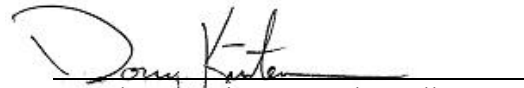
ON-GOING FISCAL IMPACT: Not Applicable

SOURCE OF FUNDS: Not Applicable

SPONSORS:

Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE:

September 26, 2019

Master Lease Agreement

KEARNEY UNIVERSITY VILLAGE

THIS MASTER LEASE AGREEMENT (Lease) is entered into on _____, 2019 (“Effective Date”), by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and governing body of the University of Nebraska at Kearney (“University”), and **KEARNEY UNIVERSITY VILLAGE DEVELOPMENT CORPORATION**, a Nebraska non-profit corporation (“KUVDC”), according to the following terms and conditions:

RECITALS

A. To relieve the University of the related management and other obligations, the University desires to retain the services and support of KUVDC, a Nebraska nonprofit entity, to develop, maintain and operate the Kearney University Village Campus (“KUVVC”) as a separate concern for the benefit of the University by providing:

- i. an organizational structure and means to facilitate and coordinate the optimal development, application, and utilization of the KUVVC in collaboration with both the public and private sector to further the mission of the University;
- ii. appropriate restrictive covenants and other relevant real estate use restrictions to provide for the development of KUVVC consistent with the Master Plan and in the best interests of the University; and
- iii. subleases to third parties to provide for the appropriate use, development and ongoing operations of KUVVC respecting the assurances and continuity of interests necessary to foster third party investment and construction of long term improvements.

B. Any Net Proceeds obtained by the KUVDC shall be applied for the benefit of the University including by providing for further education, innovation and research opportunities at the Property.

NOW THEREFORE, in consideration of the rents, covenants, terms and conditions, University and KUVDC hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. In addition to the terms defined above, for the purposes of this Lease the following terms are defined:

Additional Rent shall mean the rent obligations described in Article 5 of this Lease.

CC&Rs shall mean covenants, conditions and restrictions recorded of record against the Property.

Development Fees shall include, but not be limited to, planning and marketing of all or any portion of the Property for lease, ground lease or sale, and establishment of adequate reserves for capital improvement construction or renewal.

Expiration Date shall mean the expiration date of this Lease.

First Class Quality shall mean of the same quality as buildings used or to be used for the same or similar purposes on the Property or constructed by University on other properties owned by University.

Impositions shall mean any and all expenses and costs for taxes, charges, assessments or other exactions or withholdings of any nature whatsoever, including: (a) real property taxes, general and special assessments, and payments in lieu of taxes, (b) personal property taxes, (c) mortgages, foreclosures, deed of trust enforcement, discharge of indebtedness or discharge of other secured interests and any related expenses, and (d) water, water meter and sewer rents, rates and charges.

Improvements shall include, but not be limited to, all physical structures of any kind upon the property, landscaping, fixtures, amenities, streets and walks, service lines for all kinds of utilities and other tangible property affixed to the Property.

Master Plan shall mean the Master Plan and Business Plan for KUVDC.

Property shall mean the real property located in the City of Kearney, County of Buffalo, State of Nebraska, more particularly described on **Exhibit "A"** attached hereto and made a part hereof. The underlying ownership of the real property shall remain at all times for purposes of this lease with the Board of Regents of the University of Nebraska as landlord. It is contemplated under the terms of this Lease that the KUVDC as tenant has authority to enter into subleases, "ground leases" and other grants of interests to enable the financing, construction, operation and maintenance of Improvements as provided under the terms and conditions of this lease such that a security interest or Impositions may apply to such Improvements and not to the underlying real property.

Net Proceeds shall mean the gross revenues received by the KUVDC, less the total amounts authorized by the University to be retained for expenses of operations, improvements, and development as herein defined.

Requirements shall mean any and all applicable laws, rules, regulations or dues, ordinances, statutes, codes, executive orders and requirements of all governmental authorities applicable to the Property or any street, road, avenue or sidewalk comprising a part of, or in front of, the Property or any vault in, or under the Property (including, without limitation, local building codes and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable Fire Rating Bureau or other body exercising similar functions).

UTDC shall mean the University Technology Development Corporation. The KUVDC is organized as a subsidiary of the UTDC.

ARTICLE 2

LEASE OF PROPERTY

2.1 Lease. University hereby demises and leases the Property to KUVDC, and KUVDC hereby leases the Property from the University. KUVDC shall have and hold the Property together with all rights, privileges, and appurtenances thereto attaching, exclusively unto KUVDC, its successors and assigns, for the term set forth herein, subject to the covenants, agreements, terms, provisions, and limitations set forth herein.

ARTICLE 3

ADMINISTRATORS

3.1 University Administrator. The Chancellor of the University of Nebraska at Kearney (“UNK Chancellor”) or his or her designee shall act as agent for the University for the purpose of exercising any rights, enforcing any duties or executing any documents pursuant to this Lease; provided that all confidential material shall be preserved as such.

3.2 KUVDC Administrator. The Chairperson of the KUVDC Board of Directors or his or her designee shall act as agent for the KUVDC for the purpose of exercising any rights, enforcing any duties or executing any documents pursuant to this Lease.

ARTICLE 4

TERM OF LEASE

4.1 Term. Unless sooner terminated as herein provided, this Lease shall continue and remain in full force and effect for a term (the “Term”) commencing on the Effective Date of this Lease and expiring at midnight on June 30, 2118. This Lease shall automatically renew for successive thirty (30) year periods upon the same terms and conditions contained herein unless either party provides written notice of its desire to end the Lease at least six (6) months prior to the expiration of the term then in effect.

ARTICLE 5

RENT

5.1 Basic Rent. KUVDC shall pay the University rent for the Property of One and No/100ths Dollars (\$1.00) per year for the term of this Lease.

5.2 Additional Rent. Each year the KUVDC shall pay as Additional Rent to the University all of its Net Proceeds from the development and operation of the Property received during the preceding year. Additional Rent shall be payable annually on or before the 30th day of September, in an amount equal to the amount by which KUVDC’s total gross receipts for the fiscal year (July 1-June 30) then ended exceed the total amount of authorized retentions for expenses of

Operations, Improvements and Development for said fiscal year as approved in the KUVDC Budget.

5.3 Operations Expenses. KUVDC may retain proceeds sufficient to meet projected expenditures for operations, administration, Impositions, and debt service relating to and necessary for the proper development, maintenance and operation of the Property, including appropriate reserves for contingencies.

5.4 Improvement Expenses. KUVDC may retain proceeds sufficient to fund projected expenditures for Improvements upon the Property, including appropriate reserves for contingencies. The cost of Improvements shall include, but not be limited to, all planning costs, drawings, blue-prints, fees of architects, engineers and other design professionals, legal fees, loan placement fees, and costs of actual construction, including contractor fees and construction manager fees.

5.5 Development Expenses. KUVDC may retain net proceeds sufficient to fund projected expenditures for Development of the Property, including appropriate reserves for contingencies.

5.6 Budget Approval. Any amounts to be expended or retained by KUVDC under the foregoing provisions shall be included in its budget. The KUVDC budget shall be reviewed and approved annually and as needed by the UTDC prior to any expenditure therefrom.

5.7 Reports. KUVDC shall provide UTDC with financial statements quarterly or otherwise as required by UTDC, prepared according to generally accepted accounting principles. The financial statements shall include a certified statement attesting to all proceeds received by KUVDC from any source related to the Property and this Lease. If requested by the University, KUVDC will provide the financial statements along with the audit report thereon of a firm of independent certified public accountants acceptable to the University. KUVDC shall submit to the UTDC a proposed budget disclosing all anticipated expenditures and income of KUVDC for the Property during the ensuing fiscal year.

5.8 Miscellaneous Reports. KUVDC agrees to supply to UTDC such other financial and management reports as the UTDC may reasonably request from time to time.

5.9 Place of Payment. Rent payments shall be made to the University at the address specified in Article 26.

ARTICLE 6

DEVELOPMENT AND OPERATION OF PROPERTY

6.1 Development of Kearney University Village Campus. University hereby grants to KUVDC, and KUVDC hereby assumes the right and obligation of developing, constructing, managing, maintaining, operating and subleasing the Property. KUVDC agrees to develop, maintain and operate the Property at the highest standard of care with the utmost regard to the special relationship of trust that KUVDC enjoys with University. KUVDC shall use its best efforts

to efficiently and effectively develop, maintain and operate the Property consistent with industry and commercially accepted standards. KUVDC shall have the right to subdivide the Property and University agrees to execute any and all documents necessary in connection therewith, including but not limited to final plats and subdivision agreements; provided, however, that to the fullest extent permitted by law, KUVDC shall assume all obligations in connection with such plat or subdivision of the Property.

6.2 Limitation of Rights. KUVDC's occupancy rights to the Property shall be as a tenant, and nothing in this Lease shall be construed to provide KUVDC with title to the Property nor with any right to rename KUVDC without the express prior written consent of University. KUVDC is granted authority under this Lease to act as the exclusive agent and representative of the Property, but has no authority to bind University unless specifically authorized by University in writing. During the term hereof, significant capital expenditures are anticipated in order to develop the Property as a mixed-use development campus. The parties agree that University shall be under no obligation to fund or otherwise appropriate any funding related to any of KUVDC's obligations

6.3 Mutual Cooperation. Consistent with the relationship of the parties under this Lease, University and KUVDC shall at all times and in all respects use their best efforts to develop and maintain an efficient and First Class Quality development on the Property. Any interests or obligations in this Lease shall be liberally construed with the intention of providing such rights and privileges as may be reasonably necessary or convenient to adequately and properly develop, operate and manage the Property. Neither party shall take any action or permit any action to be taken to interfere with the beneficial use and enjoyment of the same. Each party will promptly execute, acknowledge, and deliver, or cause to be delivered, documents or other instruments as may be necessary or proper to effectuate this Lease.

6.4 Impairment of Obligations. The duties and obligations hereunder are for mutual benefit and each party is entitled to rely on faithful performance of the same in a timely manner. This Lease binds the parties according to its terms with the express intention of inducing the respective parties to make expenditures, transfer property, take or forego certain actions and enter into separate agreements in reliance on the duties and obligations created hereby. Each party acknowledges that failure to fulfill the duties and obligations herein in good faith will constitute an impairment of obligations with respect to the other party. Nothing in this Lease shall be interpreted as an abrogation or unlawful delegation of authority of the Board of Regents of the University of Nebraska.

6.5 Transitional Operations. At the expiration or termination of this Lease, KUVDC shall cooperate with University in maintaining and transferring operation and management of the Property. Unless otherwise agreed in writing between the parties, KUVDC shall continue to be bound by all of the terms and conditions hereof during any transitional period not to exceed one hundred eighty (180) days.

ARTICLE 7

UNIVERSITY SUBLEASES

7.1 Subletting. The Property shall be divided into three separate groups for the purposes of subletting: University Sites, University Option Sites and KUVDC Sites. The parties recognize that the Property has not been subdivided as of the date of this Lease. Following the subdivision of the Property, the parties mutually agree to designate portions of the Property as the University Sites, University Option Sites and KUVDC Sites. Such designation shall be subject to the approval of both parties and may be amended from time to time with such approval. The University's approval shall be granted by the President of the University upon consultation with the UNK Chancellor. The University Sites, University Option Sites and KUVDC Sites shall be identified on an exhibit and incorporated into this Lease as **Exhibit "B"**.

7.2 University Sites. University Sites shall be subleased to the University under terms mutually acceptable to both parties. In consideration of the University's financial support of KUVDC, the University shall be exempt from any charges or fees assessed by KUVDC to subtenants to defray development and infrastructure costs on University Sites.

7.3 University Option Sites. University Option Sites shall be available for development by the University by written notice to KUVDC. Upon such notice, the University Option Sites shall be subleased to the University under terms mutually acceptable to both parties. In the event that KUVDC desires to sublease the University Option Sites to parties other than the University, the KUVDC shall offer the site/s first to the University upon the same terms and conditions offered to the prospective subtenant. The University shall have 30 days from receipt of the KUVDC's offer thereof to decide whether or not to sublease the property. If the University gives notice of its intent not to sublease or otherwise fails to notify the KUVDC of its desire to accept the offer within the time period herein limited, KUVDC shall be free to sublease the property to the prospective subtenant. If the University notifies KUVDC that it elects to sublease the property upon the terms and conditions offered to the prospective subtenant the parties shall enter into a sublease forthwith. Unless otherwise agreed between the parties, such sublease shall require the University to timely occupy the space or commence construction on the land (whichever applicable), within 1 year from the date of accepting the offer to sublease.

7.4 KUVC Sites. The University may sublease KUVC Sites upon the same terms and conditions offered to other prospective subtenants.

ARTICLE 8

MANAGEMENT AGREEMENT

8.1 Manager. KUVDC is permitted to retain a management company or team of its choosing (the "Manager") as Manager of the Property. The Manager's services will be subject to the provisions of this Lease and the Manager will be specifically directed to perform its services pursuant to and in accordance with a proforma budget approved by KUVDC's executive board, as

the same may be updated and revised during the Term of this Lease. The Management Agreement with the Manager shall terminate on the last day of the Term of this Lease, if not earlier terminated.

ARTICLE 9

IMPOSITIONS

9.1 Payment of Impositions. KUVDC shall pay or cause to be paid all Impositions that become due and payable out of, or in respect of, or are charged with respect to, the Property or any improvements located thereon. The University shall assume responsibility to prosecute any action or proceeding necessary in accordance with applicable laws, to secure any real estate tax exemption for the tax exempt portions of the Property.

9.2 Income or Franchise Tax of University. KUVDC is not required to pay any municipal, state or federal income or franchise tax imposed upon the University, but shall be responsible for any such taxes imposed upon KUVDC.

9.3 Evidence of Payment. Upon request by University, KUVDC shall furnish the University, within thirty (30) days after the date when an Imposition is due and payable, proof, reasonably satisfactory to University, evidencing the payment thereof.

9.4 Proration of Impositions. Any Imposition relating to the Property relating to a fiscal period of the taxing authority, a part of which is included within the Term and a part of which is included in a period of time after the Expiration Date, shall be prorated between University and KUVDC as of the Expiration Date (unless the Expiration Date has occurred as a result of an Event of Default, in which case KUVDC is not entitled to an apportionment) so that KUVDC shall pay that portion of such Imposition which that part of such fiscal period included in the period before the Expiration Date bears to the fiscal period of the taxing authority.

9.5 Imposition Contest Proceedings. University has the right, at its option, to contest the amount or validity, in whole or in part, of any Imposition relating to the Property by appropriate proceedings.

ARTICLE 10

INDEMNIFICATION

10.1 Indemnification. Excluding the gross negligence or willful misconduct of University, its employees, agents or contractors, KUVDC shall indemnify and save harmless University, its agents, officers and employees, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with KUVDC's use, development, construction, occupancy, management, operation or control of the Property. This obligation to indemnify shall include legal counsel whose fees must be reasonable and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, KUVDC and University shall use

the same counsel if such counsel is approved by University, which approval shall not be unreasonably withheld. If University does not approve such counsel, the University may retain independent counsel at University's cost and expense. It is expressly understood and agreed that KUVDC is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that University shall in no way be responsible therefore. University shall not be liable for any damage to either persons or property sustained by KUVDC or other persons and caused by any act or omission of any occupant of the Property, except to the extent such damage is caused by University's gross negligence or willful misconduct.

ARTICLE 11

INSURANCE

11.1 General Provisions. KUVDC shall provide general liability coverage and any insurance coverage as specified in this Article. All insurers must be approved by and be satisfactory to legal counsel for the respective parties.

11.2 Property Insurance Required. All property insurance shall be on replacement value insurance for the structures and contents upon completion, insuring the same against loss by fire, lightning, and other perils covered in a special property or other appropriate form in such amount as is customarily carried by owners and operators of similar properties, and may include flood insurance if available and cost effective.

11.3 Loss. Insurance proceeds shall be used for replacement of structure and contents unless the parties agree otherwise. Any uninsured loss, or any loss occurring within the deductible, will be shared as each party's interest may appear.

11.4 Terms of Insurance. If approved by legal counsel for the University, some or all of the general insurance may be covered by authorized and adequately funded self-insurance programs. Unless otherwise stated herein, the cost of all insurance policies maintained shall be a budgeted expense of KUVDC. Unless legal counsel for the University approves otherwise, the amounts of such coverages shall be as follows: For bodily injury or damages, fatal or non-fatal, including product liability, spectator and participant liability, a combined single limit for any one occurrence of \$1,000,000, \$5,000,000 aggregate.

11.5 Proof of Loss Upon Damage to Property. If any loss occurs which may be covered by insurance, KUVDC will immediately notify the University of the loss and shall make the proof of loss as soon as practicable and within the time required under the insurance policy. If KUVDC fails to make the proof of loss, the University may, but is not obligated to, make the proof of loss.

11.6 Settlement With Insurance Carrier. If any insurance carrier refuses to pay a claim or offers to settle for less than the full amount claimed, KUVDC shall notify the University. KUVDC shall not make a settlement for less than the full amount claimed without the written consent of the University.

11.7 Employment Related Insurance. In the event KUVDC employs its own employees, KUVDC, at its own expense, shall pay all applicable social security, unemployment, worker's compensation or other employment taxes or contributions of insurance for its own employees, 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.

11.8 Waiver. The parties expressly waive all rights and claims including claims of subrogation they may have against the other, their subsidiaries and affiliates for loss or damage covered by insurance required in this Article. Each insurance policy procured shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against the other party prior to the occurrence of a loss.

11.9 Administration. KUVDC shall administer, defend, process and otherwise handle all claims up to the deductible or self-insured retainer amount of any such liability policy or liability coverage obtained hereunder; provided that for any insurance coverage obtained, the deductible or self-insured retainer for such policy or policies shall not exceed \$500,000.

11.10 Additional Insureds. KUVDC agrees that with respect to the insurance described in this Article, the University shall:

- a. Be named on all required policies of insurance as additional insured/or an insured, as its interest may appear. University agrees to promptly endorse insurance checks or otherwise release insurance proceeds, provided that KUVDC is not in default of this Lease beyond any applicable notice and cure periods. The liability policies shall include a severability of interest provision enabling University to file claims under such policies for property damage or bodily injury to its personnel or property, which damage or injury may arise from the negligence or misconduct of KUVDC, its partners, agents or employees. The Commercial General Liability policy shall respond to all claims arising from use of the premises by KUVDC or the operations of KUVDC, including, but not limited to, operations on the Property, in or on any improvement on the Property, and on the parking facilities used by tenants employees, invitees, and parties having business with KUVDC on the Property.
- b. Be provided with thirty (30) days advance notice, in writing, of cancellation or material change in coverage. If any insurance policy provides that the insurer will give such notice, then KUVDC shall not be obligated to do so with respect to such policy.
- c. Be provided with a certificate evidencing the above required insurance at the time the policies are required to be obtained and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration, cancellation of or material change to any such policies.
- d. Provide in all contracts executed by KUVDC with respect to the construction of any improvements on or providing services to the Property that (i) all contractors

and subcontractors shall maintain insurance coverage at least equal to those required by University in the then current version of the University's standard form of "General Conditions the Contract of Construction", applicable to University of Nebraska construction contracts, (ii) the parties to any subcontracts to such contracts shall maintain similar insurance coverage, and (iii) University shall be named as an additional insured under all policies providing such insurance coverage.

11.11 Additional Insurance. University shall review KUVDC's required insurance as stated herein at the time of renewal of the said policies or at the time of a material change, and University reserves the right to require reasonable additional limits or coverage. KUVDC agrees to comply with any such reasonable request by University.

11.12 Contributory Acts. Whenever in this Lease any party is obligated to pay an amount or perform an act because of its negligence or willful misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any contributory negligence or willful misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees), and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct.

11.13 Insurance Carriers and Form of Policies. All insurance required by this Article shall be in such form and shall be issued by such responsible insurance companies licensed or authorized to do business in the State of Nebraska as are approved by University. Originals of such policies, or certificates evidencing such policies, shall be delivered to University immediately upon its receipt from the insurance company or companies prior to the execution of this Lease. Original new or renewal policies replacing any policies expiring during the Term, or certificates evidencing such policies, shall be delivered to University within thirty (30) days following the expiration of expired policies, as long as evidence of renewal policies, in binder form, is delivered to University not less than thirty (30) days before the expiration dates of any expiring policies, together with proof reasonably satisfactory to University that the premiums for at least the first year of the term of each of such policies (or installment payments then required to have been paid on account of such premiums) have been paid.

11.14 Payment of Premiums. KUVDC may pay the premiums for any of the insurance required hereunder in installments in accordance with the provisions of the applicable policies, provided that KUVDC pays all such installments in full not later than thirty (30) days before the respective due dates for such installments and provides proof reasonably satisfactory to University of payment of such installments by such dates. If any policy maintained pursuant to this Lease is not renewed on or before (30) days prior to its expiration date or if no insurance policy is in force at any time, the University may procure such insurance, pay the premiums therefore, and such sums shall be immediately due and payable from KUVDC.

11.15 Cooperation in Collection of Proceeds. KUVDC and University shall cooperate in connection with the collection of any insurance funds that may be due in the event of loss and KUVDC and University shall execute and deliver such proofs of loss and other instruments as may

be required of KUVDC or University, respectively, for the purpose of obtaining the recovery of any such insurance funds.

11.16 Required Insurance Policy Clauses. Each policy of insurance required to be carried pursuant to the provisions of this Article shall contain (a) a provision that no act or omission of KUVDC shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (b) an agreement by the insurer that such policy shall not be canceled, modified or denied renewal without at least fifteen (15) days prior written notice to University, and (c) a waiver of subrogation by the insurer of any right to recover the amount of any loss resulting from the negligence of University, its agents or employees.

ARTICLE 12

DAMAGE, DESTRUCTION AND RESTORATION OF PROPERTY

12.1 Notice to University. KUVDC shall notify University immediately if the Property is damaged or destroyed in whole or in part by fire or other casualty.

12.2 Casualty. If, during the Term hereof, the Property shall be damaged or destroyed by fire or any other casualty, KUVDC shall, with and to the extent of the insurance proceeds payable, with reasonable dispatch, restore or cause to be restored the Property to a kind and quality substantially similar to that existing immediately prior to the destruction or damage. Such restoration shall be commenced promptly and prosecuted to completion with reasonable diligence, unavoidable delays excepted.

ARTICLE 13

NONPROFIT STATUS OF KUVDC

13.1 Nonprofit Status. KUVDC agrees that at all times during the term of the Lease it will conduct its affairs so as to retain its status as a nonprofit corporation in good standing pursuant to the laws of the State of Nebraska as they may be amended during the Lease term.

ARTICLE 14

ASSIGNMENT OR TRANSFER

14.1 Assignment or Transfer. Except as otherwise provided in this Article, KUVDC, its successors and assigns, expressly covenants that it shall not, directly or indirectly assign, transfer, pledge, mortgage or encumber this Lease or KUVDC's interest in the Property, without the prior written consent of University in each instance.

ARTICLE 15

MAINTENANCE AND REPAIRS

15.1 Maintenance and Repairs. During the Term of this Lease KUVDC shall keep the Property in good, clean, and safe condition. KUVDC shall perform any repairs and maintenance on or to the Property reasonably necessary for KUVDC's management, operation and use of the Property as a First Class Quality research and innovation campus considering the relative phases of development.

ARTICLE 16

UTILITIES

16.1 Utilities. KUVDC shall be responsible for the prompt payment of all utility charges necessary for the operation of the Property during the Term of this Lease. Utility charges may be subdivided, pro-rated or assigned under terms and conditions of a sublease subject to the KUVDC retaining the underlying obligation under this Article.

ARTICLE 17

CHANGES, ALTERATIONS AND ADDITIONS

17.1 Changes, Alterations, Additions. KUVDC shall have the right to make or cause to be made such alterations, improvements, replacements or additions to the Property as KUVDC shall deem expedient or necessary. KUVDC shall also have the right to promulgate reasonable rules and regulations for the Property consistent with this Lease and the approved CC&Rs.

ARTICLE 18

REQUIREMENTS OF GOVERNMENTAL AUTHORITIES

18.1 Obligation to Comply With Requirements. In connection with any development, construction, maintenance, management, use and operation of the Property and KUVDC's performance of its obligations hereunder, KUVDC shall comply promptly with all applicable Requirements, without regard to the nature of the work required to be done, whether extraordinary or ordinary, and whether requiring the removal of any encroachment, or affecting the maintenance, use or occupancy of the Property, or involving or requiring any structural changes or additions in or to the Property, and regardless of whether such changes or additions are required by reason of any particular use to which the Property, or any part thereof, may be put.

18.2 Contest of Requirements.

- a. Contest of Requirements. KUVDC shall have the right to contest the validity of any Requirement or the application thereof. During such contest, compliance with any such contested Requirement may be deferred by KUVDC. Any such proceeding instituted by KUVDC shall be commenced

as soon as is reasonably possible after the issuance of any such contested Requirement and shall be prosecuted with diligence to final adjudication, settlement, compliance or other mutually acceptable disposition of the Requirement so contested.

- b. University's Participation. University shall not be required to join in any action or proceeding referred to in this Article unless the provisions of any law, rule or regulation at the time in effect require that such action or proceeding be brought by and/or in the name of University. If so required, University shall join and cooperate in such proceedings or permit them to be brought by KUVDC in University's name. All applications for permits or other entitlements shall be made in the name of KUVDC.

ARTICLE 19

CONSTRUCTION OF IMPROVEMENTS

19.1 Construction. KUVDC shall make or cause to be made any and all improvements to the Property deemed necessary or desirable by KUVDC, all such improvements being of a First Class Quality. At no time, including during construction of said improvements, shall KUVDC commit or permit any nuisance on the Property. KUVDC shall use its best effort to ensure that noise and odors do not escape from improvements now or hereafter constructed on the Property. Any improvements or renovations performed by, or on behalf of KUVDC shall be performed in compliance with applicable laws, ordinances and regulations and KUVDC, in its name, shall obtain all permits necessary to perform said improvements or renovations. KUVDC shall ensure that all labor and materials used for any and all improvements, performed by KUVDC or KUVDC's employees, agents or contractors, shall be of First Class Quality and free from defects. During the Term hereof, KUVDC or its sublessees shall be the owner of any alterations, additions or improvements constructed or installed by KUVDC or its sublessees on the Property. Upon termination of this Lease, all rights of KUVDC to any real and personal property located on the Property shall inure to University.

19.2 Construction Contracts – Indemnification. KUVDC shall indemnify the University against any loss, cost or damage of any type, arising from the performance of work by KUVDC, KUVDC's employees, agents or contractors; excluding losses arising from the negligence or willful misconduct of University, its employees, agents, contractors or invitees.

19.3 Design and Construction Plans - Sealed and Certified. All development, design and construction plans shall be sealed and certified, as appropriate, by a licensed architect for structures and also by a professional engineer for all structures, mechanical systems, roads and utilities. All persons providing such certifications shall have recognized standing in the State of Nebraska and shall be appropriately registered in the State of Nebraska.

ARTICLE 20

DISCHARGE OF LIENS; BONDS

20.1 Creation of Liens. Except as specifically permitted in Section 4 below, KUVDC shall not create nor cause to be created (a) any lien, encumbrance or charge upon the Property, this Lease, the leasehold estate created hereby, the income therefrom, or any part thereof, or (b) any other matter or thing whereby the estate, rights or interest of University in the Property or any part thereof, might be impaired; provided, however, that KUVDC shall have the right to CC&R's against the Property, which shall be subject to University's review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing contained herein shall prohibit any liens or encumbrances necessary for the procurement or creation of a special improvement district and/or tax increment financing district benefitting the Property.

20.2 Discharge of Liens. If any mechanics' liens or materialmen's liens shall be recorded against the Property, KUVDC shall cause the same to be released of record or, in the alternative, if KUVDC in good faith desires to contest the same, KUVDC shall be privileged to do so, but in such case KUVDC hereby agrees to indemnify and save University harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event University reasonably should consider University's fee interest in the Property endangered by any such liens and should so notify KUVDC and KUVDC should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to University in an amount equal to one hundred twenty-five percent (125%) of the amount of the lien within thirty (30) days after such notice, then University, at University's sole discretion, may discharge such liens and recover from KUVDC immediately as net rent under this Lease the amounts to be paid, with interest thereon from the date paid by University until repaid by KUVDC at the rate of twelve percent (12%) per annum.

20.3 No Authority to Contract in Name of University. Nothing contained in this Lease shall be deemed or construed in any way as constituting the authorization by, or consent or request of, University, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Property or any part thereof, nor as giving KUVDC any right, power or authority to contract for or permit the rendering of any services or the furnishing of materials on behalf of University.

ARTICLE 21

LEASEHOLD MORTGAGES

21.1 Leasehold Mortgages. Notwithstanding anything herein to the contrary, KUVDC shall have the right to permit sublessees to mortgage, pledge or collaterally assign their respective leasehold interests under sublease agreements, or the improvements located on the Property

constructed by such sublessees, to any lender or financial entity, subject, however, to the limitations herein contained. Any such mortgage, pledge, collateral assignment (Sublessee's Mortgage) shall be for a term not to exceed the Term of this Lease. Sublessee's Mortgage shall be subject and subordinate to the fee interest of University and the holder of any mortgage or deed of trust of the fee interest in the Property.

ARTICLE 22

NO REPRESENTATIONS BY UNIVERSITY

22.1 No Representations. KUVDC acknowledges that KUVDC is fully familiar with the Property, the physical condition thereof and all other matters of record as shown on that certain Commitment for Title Insurance issued by Chicago Title Insurance Company dated December 2, 2009, a copy of which has been provided to KUVDC. KUVDC accepts the Property in the existing condition and state of repair, "as is", and KUVDC agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of University with respect to the Property or the transaction contemplated by this Lease, the status of title to the Property, the physical condition thereof, the KUVDCs and occupants thereof, the zoning or other laws, regulations, rules and orders applicable thereto, or the use that may be made of the Property. KUVDC has relied on no such representations, statements or warranties, and University is not liable for any latent or patent defects in the Property.

ARTICLE 23

RIGHT OF ENTRY AND INSPECTION

23.1 Right of Entry and Inspection. Subject to the rights of sublessees under existing sublease agreements, KUVDC shall permit University and its agents, employees and representatives to enter the Property at all reasonable times for the purpose of exercising its rights and performing its express covenants under this Lease.

ARTICLE 24

PERMITTED USE; NO UNLAWFUL OCCUPANCY

24.1 Type of Use. KUVDC shall use and operate the Property for the sole purpose of a First Class Quality mixed-use development consistent with the Master Plan and for no other purpose without University's consent, which may be withheld in University's sole and absolute discretion.

24.2 Prohibited Uses. KUVDC shall not use or occupy, nor permit or suffer the Property or any part thereof, to be used or occupied for any unlawful or illegal business, use or purpose.

ARTICLE 25

EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.

25.1 Events of Default. Each of the following events is an “Event of Default” hereunder:

- a. if KUVDC fails to observe or perform one or more of the other terms, conditions, covenants or agreements of this Lease and such failure continues for a period of thirty (30) days after notice thereof by University to KUVDC specifying such failure (unless such failure requires work to be performed, acts to be done or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as KUVDC has commenced curing the same within such thirty (30) day period and shall diligently and continuously prosecute the same to completion);
- b. to the extent permitted by law, if KUVDC is generally not paying its debts as they become due, or admits, in writing, that it is unable to pay its debts as they become due;
- c. to the extent permitted by law, if KUVDC makes an assignment for the benefit of creditors;
- d. to the extent permitted by law, if KUVDC files a voluntary petition under Title 11 of the United States Code or if such petition is filed against KUVDC and an order for relief is entered, or files any petition or answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, State or other statute or law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of KUVDC or of all or any substantial part of its properties or of the Property or any interest of KUVDC therein;
- e. to the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against KUVDC seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, State or other statute or law, such proceeding is not dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of KUVDC, or of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of KUVDC or of all or any substantial part of its properties or of the Property or any interest of KUVDC therein,

such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

- f. if a levy under execution or attachment shall be made against the Property or any part thereof, the income therefrom, the Lease or the leasehold estate created thereby and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days.

25.2 Remedies for Events of Default. Upon the occurrence of any Event of Default hereunder, University may, in addition to all other rights and remedies provided herein or at law or in equity, exercise any or all of the following remedies: University as its sole and exclusive remedy hereunder may give a written notice of termination to KUVDC setting forth a date terminating this Lease and/or KUVDC's right to use and occupy the Property. Upon the expiration of such period, this Lease and the Term hereof, shall terminate and expire as fully and completely as if the day on which said notice of cancellation is to be effective were the Expiration Date, and KUVDC shall then peaceably quit and surrender the Property to University, subject to the rights of sublessees occupying all or any portion of the Property pursuant to sublease agreements with KUVDC.

ARTICLE 26

NOTICES

26.1 Notices. Notices or communications to University or KUVDC required or appropriate under this Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to University: Board of Regents
 of The University of Nebraska
 3835 Holdrege - Varner Hall
 Lincoln, Nebraska 68583-0745
 Attention: Corporation Secretary
 Facsimile: (402) 472-1237

With a copy to: The University of Nebraska at Kearney
 Office of Business & Finance
 University of Nebraska at Kearney
 2504 9th Avenue
 Kearney, NE 688849
 Phone: 308-865-8205
 Fax: 308-865-8665

If to KUVDC: Kearney University Village Development Corporation
 Address to be provided by written notice.

ARTICLE 27

IMPROVEMENTS

27.1 Title to Improvements. In consideration of the mutual obligations and benefits provided by this Lease, University and KUVDC agree that upon the Expiration Date, title to any Improvements on the Property including title to all consumable supplies and materials used in the construction thereof, shall automatically vest completely in University, subject to any sublessees' rights under existing sublease agreements.

27.2 No Merger. There shall be no merger of the leasehold estate created by this Lease with the fee estate in the Property by reason of the same Person owning or holding both the leasehold estate and any interest in the fee estate, unless all Persons, having any interest in the leasehold estate created by this Lease and the fee estate in the Property shall execute an instrument in recordable form effecting such merger.

ARTICLE 28

MEMORANDUM OF LEASE

28.1 Memorandum. A memorandum or short form of this Lease, and any amendments hereto, may be recorded in the public records of Buffalo County, Nebraska, so long as no financial terms are contained in such recorded document.

ARTICLE 29

SURRENDER OF PROPERTY

29.1 Surrender. Upon the Termination Date, the Property and all improvements, alterations, and additions, in, on or about the Property shall be the absolute property of University without payment therefore by University and shall be surrendered to University in its then "as is" "where is" condition and repair, subject to the rights of sublessee under existing sublease agreements, if any.

ARTICLE 30

QUIET ENJOYMENT

30.1 Quiet Enjoyment. University covenants that, as long as KUVDC shall faithfully perform the agreements, terms, covenants and conditions hereof, KUVDC shall and may (subject to the exceptions, reservations, terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the Property for the Term without molestation or disturbance by or from University or any party claiming through University.

ARTICLE 31

INVALIDITY OF CERTAIN PROVISIONS

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

ARTICLE 32

NO OTHER AGREEMENTS

32.1 No Other Agreements. This Lease completely expresses the parties' agreement with respect to the subject matter hereof. This Lease has been entered into after full investigation, neither party relying upon any statement or assumption not completely set forth herein. No representations or promises shall be binding on the parties hereto except those representations and promises contained in a fully-executed copy of this document or in some future writing signed by University and KUVDC. This Lease contains all the promises, agreements, conditions, inducements and understandings between University and KUVDC concerning the Property and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between them other than as expressly set forth herein.

ARTICLE 33

NONDISCRIMINATION, EMPLOYMENT AND WAGES

33.1 Nondiscrimination. KUVDC and its agents, subcontractors, successors and assigns shall not discriminate against any prospective occupant or user with respect to occupancy or use of the Property because of race, color, religion, sex, disability, or national origin, and KUVDC and its agents, subcontractors, successors and assigns shall not discriminate against any employee or applicant for employment (to be employed in performing any of the terms, conditions, covenants or obligations of KUVDC provided in this Lease) with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion sex, age, disability, or national origin.

ARTICLE 34

APPROVAL OF ANCILLARY AGREEMENTS

34.1 Approval of Ancillary Agreements. University agrees that in the event it becomes necessary or desirable for University to approve in writing any ancillary agreements or documents concerning the Property or concerning the construction, operation or maintenance of the Property or to alter or amend any such ancillary agreements between University and KUVDC or to give any approval or consent of University required under the terms of this Lease, University hereby

authorizes, designates and empowers KUVDC to execute any such agreement, approvals or consents necessary or desirable.

ARTICLE 35

HAZARDOUS MATERIALS

35.1 Hazardous Materials. KUVDC accepts sole risk and liability with respect to the introduction of any and all Hazardous Materials (hereinafter defined) on the Property after the Effective Date, and agrees to defend, indemnify and hold harmless University from and against any and all liability, damage, penalty, judgment, cost and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising from loss, damage related to such Hazardous Materials. KUVDC represents and warrants that it shall not cause or permit any Hazardous Materials in excess of levels or amounts permitted under applicable law to be brought upon, kept, stored, generated, manufactured, disposed of, or used in or about the Property by KUVDC or any sublessee. As used in this Lease, "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6091 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6091 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) polychlorinated biphenyls; (d) underground storage tanks, whether empty, filled or partially filled with any substance, (e) any substance the presence of which on the Land is prohibited by any governmental requirements; and (f) any other substance which by any governmental requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, or disposal.

35.2 Indemnification. To the fullest extent permitted by law, University hereby agrees to indemnify, defend, protect, and hold harmless KUVDC and its successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation, loss, or restriction on use of the Property and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) incurred by or assessed against KUVDC that arise during or after the Term hereof directly or indirectly from the presence of Hazardous Materials on, in, or about the Property on or before the Effective Date.

ARTICLE 36

COMPLIANCE CERTIFICATES

36.1 University Compliance. KUVDC agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by University, to execute, acknowledge and deliver to University or to such other party as University shall request, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of KUVDC to be performed (and if so specifying the same), (c) the dates to which the Rent and other

charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the University's interest in all or any part of the Property.

36.2 KUVDC Compliance. University agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by KUVDC, to execute, acknowledge and deliver to KUVDC a statement in writing, addressed to KUVDC or to such other party as KUVDC shall request, certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); (d) whether an event has occurred which, after giving of notice or the passage of time (or both) would result in an Event of Default (and stating the nature of any such event); and (e) the dates of commencement and expiration of the Term. Any such statement delivered pursuant to this Section may be relied upon by any prospective assignee, sublessee or by any undertenant or prospective undertenant of the whole or any part of the Property.

ARTICLE 37

UNIVERSITY'S REMOVAL RIGHT

37.1 Removal Right. Notwithstanding anything contained herein, University shall have the right at any time during the Term of this Lease to remove any portion of the Property that is not then being subleased by KUVDC to a bona fide third party from this Lease and to develop or use said removed portion of the Property without encumbrance by this Lease. University shall provide thirty (30) days advance written notice to KUVDC of its intention to remove any portion of the Property, and KUVDC shall have ten (10) days from receipt of said written notice to file any written objections to University's proposed removal for University's review and consideration. University shall provide written notice to KUVDC of its final intention within sixty (60) days of receipt of KUVDC's written objections. In the event University removes any portion of the Property in accordance with this Section, KUVDC agrees to execute an amendment to this Lease amending **Exhibit "A"** attached hereto to reflect the removal of any such portion of the Property from this Lease.

ARTICLE 38

MISCELLANEOUS

38.1 Captions. The captions of this Lease are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

38.2 Relationship of University and KUVDC. This Lease is not to be construed as creating a partnership or joint venture between the parties, it being the intention of the parties only to create a lessor and lessee relationship.

38.3 No Third Party Beneficiary. Nothing contained herein is intended to be for, or to inure to, the benefit of any party other than University and its successors and assigns. No such other party is entitled, as a consequence of any term, condition, covenant or agreement contained in this Lease or of University's or KUVDC's failure to observe or perform the same, to seek, claim or recover damages or any other legal or equitable remedy against University.

38.4 Waiver, Modification. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, shall be changed, modified, altered, waived or terminated except by written instrument of change, modification, alteration, waiver or termination executed by the party against which enforcement of such covenant, agreement term or condition is sought. No waiver of any act which might constitute a default affects or alters this Lease, but each and every covenant, agreement, term and condition of this Lease continues in full force and effect with respect to any other then existing or subsequent default.

38.5 Governing Law. This Lease shall be governed, construed and interpreted in accordance with the internal laws of the State of Nebraska.

38.6 Successors and Assigns. The agreements, terms, covenants and conditions herein are binding upon, and inure to the benefit of, University and KUVDC and, except as otherwise provided herein, their respective permitted successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

University and KUVDC have executed this Lease as of the day and year first above written.

UNIVERSITY:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By: _____

Name: _____
President

By: _____

Name: _____
Secretary

KUVDC:

KEARNEY UNIVERSITY VILLAGE
DEVELOPMENT CORPORATION, a
Nebraska non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) SS:
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, the President of The Board of Regents of The University of
Nebraska, on behalf of The Board.

Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, the Secretary of The Board of Regents of The University of
Nebraska, on behalf of The Board.

Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, the _____ of Kearney University Village
Development Corporation, a Nebraska non-profit corporation, on behalf of the corporation.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be added upon completion of plat]

EXHIBIT B

UNIVERSITY SITES, UNIVERSITY OPTION SITES AND KUVV SITES

[To be added upon completion of plat]

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: October 25, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: October 9, 2019

INVESTING IN NEBRASKA'S FUTURE

Strategic Planning Framework

2014-2016

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.
 - i. *The University will offer a variety of its academic programs by distance education through Online Worldwide in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus.*
- 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 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, and 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 safety 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 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 Student Achievement Measure (SAM) program.*
 - ii. *Participate in the National Survey of Student Engagement (NSSE).*
 - 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: October 25, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: October 9, 2019

INVESTING IN NEBRASKA’S FUTURE

Strategic Planning Framework 2018-2020 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
FY2018-19	To be developed as part of the 2017-2019 biennial budget request planning process.	June 2019	Business
FY2019-20	To be developed as part of the 2019-2021 biennial budget request planning process.	June 2020	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
FY2018-19	To be developed as part of the 2017-2019 biennial budget request planning process.	June 2019	Business
FY2019-20	To be developed as part of the 2019-2021 biennial budget request planning process.	June 2020	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
FY2017-18	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2019	Academic
FY2018-19	To be developed as part of the 2019-2021 biennial budget request planning process.	Jan. 2020	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 2018	<ul style="list-style-type: none"> • UNL increase enrollment 2.9% • UNO increase enrollment 4.5% • UNK and UNMC increase enrollment over previous year 	Dec. 2018	Academic
Fall 2019	TBD	Dec. 2019	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
2016-17 Academic Year	<ol style="list-style-type: none"> 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. 2019	Academic
2017-18 Academic Year	<ol style="list-style-type: none"> 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. 2020	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
FY2018-19	<ol style="list-style-type: none"> 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. 	June 2019	Business
FY2019-20	<ol style="list-style-type: none"> 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. 	June 2020	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 2017	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.	Jan. 2019	Academic
Fall 2018	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.	Jan. 2020	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 2018	Maintain enrollment of first-time freshman ranked in the top quartile of their high school graduating class to 50.0% or greater.	Dec. 2018	Academic
Fall 2019	Maintain enrollment of first-time freshman ranked in the top quartile of their high school graduating class to 50.0% or greater.	Dec. 2019	Academic

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

Increase support for merit-based scholarships.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY2017-18	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2019	Academic
FY2018-19	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2020	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 2018	Increase the number of domestic nonresident undergraduate students by 1.5% annually.	Dec. 2018	Academic
Fall 2019	Increase the number of domestic nonresident undergraduate students by 1.5% annually.	Dec. 2019	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 program 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 2018	TBD	March 2019	Academic
Fall 2019	TBD	March 2020	Academic

12. Research (4-a-i)

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY2017-18	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2019	Academic
FY2018-19	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2020	Academic

13. Entrepreneurship (5-d)

Support entrepreneurship education, training, and outreach.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2018	Increase over previous year. Evaluate and modify annual targets as appropriate. 1) Entrepreneurship education a) Entrepreneurship student credit hours b) Number of entrepreneurship students 2) Entrepreneurship outreach a) Attendees at seminars provided b) Website visits 3) Business creation a) NU-affiliated companies formed	March 2019	Academic
2019	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2020	Academic

14. **LB605 (6-a-ii)**
Implement the second phase of LB605 to repair, renovate, and/or replace specific University facilities.

*A capstone report on LB605 was presented to the Board of Regents in January 2011.

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
2018 Calendar Year	1) Short-term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries	1) June 2019 2) Jan. 2019 3) Jan. 2019 4) Quarterly 5) June 2019	Business
2019 Calendar Year	1) Short-term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries	1) June 2020 2) Jan. 2020 3) Jan. 2020 4) Quarterly 5) June 2020	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 2018	1) Annual or other periodic review, as available, by the Board of performance on standardized examination 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.	August 2019	Academic
Fall 2019	1) Annual or other periodic review, as available, by the Board of performance on standardized examination 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.	August 2020	Academic

17. **Global Engagement - Student Abroad (3-d-i)**

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2017-18	By 2019-20, the number of students who have studied abroad will reach 1,780, an increase of 50% over the number in 2011-12.	August 2019	Academic

Metric was revised in January 2015 by the Academic Affairs committee with the consent of the incoming chair.

18. **Global Engagement - International Student Recruitment (3-d-ii)**

Significantly increase the number of international undergraduates and graduates studying at the University.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2018	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Dec. 2018	Academic
Fall 2019	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Dec. 2019	Academic

Base academic year in the metric was corrected from 2009-10 to 2010-11 in November 2013; the number of students was unchanged.

19. **Distance Education (1-g-i)**

The University will offer a variety of its academic programs by distance education through University of Nebraska Online in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2017-18	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Dec. 2018	Academic
Academic Year 2018-19	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Dec. 2019	Academic

TO: The Board of Regents
Academic Affairs

MEETING DATE: October 25, 2019

SUBJECT: University of Nebraska calendar for establishing and reporting
accountability measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is a calendar for establishing and reporting accountability
measures.

SPONSOR: Susan M. Fritz, Interim President
University of Nebraska

DATE: October 9, 2019

Strategic Framework Accountability Measure Reporting and Update Calendar
 Revised for October 25, 2019

<u>Board Meeting Date</u>	<u>Academic Affairs Committee</u>	<u>Business Affairs Committee</u>
October 25, 2019	None	Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>
December 6, 2019	Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i] International Student Enrollment [3-d-ii] Distance Education [1-g-i]	None
February 7, 2020	Need-based Financial Aid [1-a-iii] Graduation Rates [1-b-iii] Faculty Diversity [2-a-iii] Merit-based Scholarships [3-b-ii]	Administrative/Business Efficiencies [6-c-ii] <i>(Endowments, Debt, Capital Queue)</i>

TO: The Board of Regents
Academic Affairs

MEETING DATE: October 25, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: October 9, 2019

University of Nebraska Strategic Dashboard Indicators (Updated as of August 16, 2019)

State Funding Change (1.a.i) FY2019-20		Tuition Change (1.a.ii) FY 2019-20		Enrollment Change (1.b.i) Fall 2018		Retention (1.b.i) Fall 2018		Need-Based Aid (1.a.iii) FY2017-18				
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome			
	State funding and cost mgmt.= <6% tuition increase 2019-20 3.0%		State funding and cost mgmt.= <6% tuition increase 2019-20 2.75%		UNL= 2.9% increase		UNO= 4.5% increase		80% retention rate		Raise at least \$9 million in private funds	Raised \$14.3 million
State funding and cost mgmt.= <6% tuition increase		State funding and cost mgmt.= <6% tuition increase		UNL= 2.9% increase		UNO= 4.5% increase		80% retention rate		Raise at least \$9 million in private funds		Raised \$14.3 million
UNMC= +1.6% increase				UNK= -4.8% increase		UNMC= +1.6% increase						
Women Faculty (2.a.iii) Fall 2017		Minority Faculty (2.a.iii) Fall 2017		Top 25% Enrollment (3.b.i) Fall 2018		Nonresident Students (3.c.i) Fall 2018		Merit-Based Aid (3.b.ii) FY2017-18				
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome			
	Increase over 2016 2017=37.61% 2016=37.14%		Increase over 2016 2017=22.55% 2016=20.75%		Increase to 50%		Increase 1.5% over 2017		Raise at least \$9 million in private funds		Raised \$40.0 million	
Increase over 2016		Increase over 2016		Increase to 50%		Increase 1.5% over 2017		Raise at least \$9 million in private funds		Raising \$40.0 million		
2017=37.61% 2016=37.14%		2017=22.55% 2016=20.75%										
Study Abroad (3.d.i) AY2017-18		International Students (3.d.ii) Fall 2018		Distance Education (3.g.i) Fall 2017		Six-Year Graduation Rate (1.b.iii) AY2016-17						
Target	Outcome	Target	Outcome	Target	Outcome	Campus	Target	Outcome				
	50% increase over 2011-12 number by 2019-20 28% increase since 2011-12		Double base of 3,018 students by 2019-20 -5.4% decrease from prior year (4,246)		Resident and nonresident growth above public four-year national average Resident = 5.0% Nonresident = 5.6%		UNL	Maintain or show progress toward reaching the average six-year graduation rate of peers	2017= -6.3% 2016= -6.3%			
50% increase over 2011-12 number by 2019-20		Double base of 3,018 students by 2019-20		Resident and nonresident growth above public four-year national average			UNO	Maintain or show progress toward reaching the average six-year graduation rate of peers	2017= -0.4% 2016= -1.5%			
28% increase since 2011-12		-5.4% decrease from prior year (4,246)		Resident = 5.0% Nonresident = 5.6%			UNK	Maintain or show progress toward reaching the average six-year graduation rate of peers	2017= 9.6% 2016= 5.3%			
							UNMC	Not applicable	Not Applicable			

LEGEND:



Target Met or Exceeded










Progress Toward Target



Target Not Met

University of Nebraska Strategic Dashboard Indicators (Updated as of August 16, 2019)

Federal Research Funding Growth (4.a.i) UNL and UNMC FY2017-18						Faculty Salaries (2.a.i) FY2018-19			
	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>
	UNL	2.38%	2.13%		UNMC	5.96%		UNL	2019= -4.0% 2018= -4.8%
								UNMC	Significant progress toward exceeding midpoint of peers
								UNO	2019= -2.9% 2018= -5.0%
								UNK	*

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	Four-Year Graduation Guarantee (1.b.iii) AY2016-17	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.1) Fall 2018	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.
	Entrepreneurship (5.d) 2017	Increase over FY 2014 baseline data for: 1) Entrepreneurship coursework hours 2) Entrepreneurship number of students 3) Entrepreneurship seminar attendees 4) Entrepreneurship website visits 5) NU-affiliated companies formed 6) NU Licensing activity 7) Business support-clients served 8) Business support-client investments 9) Business support-sales increases 10) Business support-jobs created 11) Business support-jobs saved	1) 2016=10,943; 2017=10,319 2) 2016=3,692; 2017=3,451 3) 2016=11,642; 2017=13,242 4) 2016=189,723; 2017=111,098 5) 2016=31; 2017=63 6) 2016=178; 2017=211 (patents filed), 2016=60; 2017=95 (patents awarded) 7) 2016=8,756; 2017=9,952 8) 2016=\$343,578; 2017=\$222,895 9) 2016=\$458,142; 2017=\$275,947 10) 2016=994; 2017=714 11) 2016=644; 2017=548

LEGEND:



Target Met or Exceeded









Progress Toward Target



Target Not Met

University of Nebraska Strategic Dashboard Indicators (Updated as of August 16, 2019)

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	Workforce Development (3.h.i and 3.h.iii) Fall 2017	Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs.	Faculty and state agency research has been reviewed. The University of Nebraska continues to monitor relevant faculty and agency research to identify emerging workforce opportunities and trends in the state.
	Student Learning Assessment (6.g) Fall 2018	<ol style="list-style-type: none"> 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. 	<p>UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is generally above average for all campuses.</p> <p>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 past participation in the administration of the College Assessment of Academic Proficiency (CAAP).</p>
	Business Process Efficiencies (6.c.ii)		
	Short Term Cash Investments December 2018	Exceed average of similar fund types.	The 2018 return on the State's Operating Investment Pool (1.2%) exceeded the benchmark value of 1.0%.
	Endowments December 2018	Exceed average of similar fund types.	Fund N endowments gained 0.5% for the year ending December 31, 2018 while the custom benchmark gained 4.8% over the same period.
	Debt December 2018	Maintain Aa2 rating and exceed 1.15 coverage.	Bond rating continues to be Aa1 and operations exceeded 1.15 debt service coverage.
	Human Resources August 2018	Meet midpoint of peers in faculty and staff salaries.	Faculty salaries at UNL and UNMC are below the midpoint of peers for 2018*.

Notes:

*UNO and UNK salaries are governed by collective bargaining.

LEGEND:



TO: The Board of Regents
Academic Affairs

MEETING DATE: October 25, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: October 9, 2019

Alignment of University's Strategic Goals with Board of Regents' Agenda Items
October 25, 2019

- 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 on Plants, Animals, and Cancer Care
 - Approve the establishment of the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at UNMC
 - Report on review of Multi-Departmental Academic Centers for Research, Teaching, and/or Service

- 2. The University of Nebraska will build and sustain undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching.**
 - Approve the establishment of the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at UNMC
 - Quarterly personnel report
 - Report on review of Multi-Departmental Academic Centers for Research, Teaching, and/or Service

- 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.**
 - Approve the establishment of the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at UNMC

- 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.**
 - Academic Affairs Committee presentation on Plants, Animals, and Cancer Care

- 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.**
 - Academic Affairs Committee presentation on Plants, Animals, and Cancer Care

- 6. The University of Nebraska will be cost effective and accountable to the citizens of the state.**
 - Business Affairs Committee presentation on University Bond Financing
 - Approve an agreement designating The Home Depot Pro as the prime supplier of custodial cleaning products and chemicals for the University of Nebraska
 - Approve letters of intent for the University of Nebraska to enter into agreements with primary suppliers of research and laboratory supplies as awarded by the Big Ten Academic Alliance Master Collaborative Purchasing Agreement

- Approve agreements designating US Foods Inc. and Greenberg Fruit Company as prime suppliers of food and related items for UNL
- Approve resolution for capital improvements for Campus Recreation, Nebraska Unions, and University Housing facilities at UNL
- Approve execution of a guaranteed maximum price (GMP) agreement for Scott Engineering Center Renovation and Link Replacement at UNL
- Approve Student Housing, Parking, and Student Facilities Improvements at UNO
- Approve Program Statement for North Stadium Expansion at UNL
- Approve Program Statement for Outdoor Track Replacement at UNL
- Approve Program Statement for New College of Engineering Building at UNL
- Approve transfer of real property located at 800 N. 17th Street, Lincoln, Nebraska from the University of Nebraska Foundation to the Board of Regents of the University of Nebraska
- Approve acceptance of a gift and increase in the scope and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at UNMC
- Approve construction manager at risk (CMR) contractor contract for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at UNMC
- Approve Program Statement for Durham Science Center Renovation at UNO
- Approve Kearney University Village campus covenants, conditions, and restrictions (CC&Rs) at UNK
- Approve Master Lease between the Board of Regents of the University of Nebraska and the Kearney University Village Development Corporation for the land to be formally designated Kearney University Village campus
- Report on leaves of absence approved during the period July 1, 2018 through June 30, 2019
- Approve or accept various regular reports including:
 - Quarterly report on status of capital construction projects
 - Status report on six-year capital plan
 - Report on bids and contracts
 - Report on gifts, grants, contracts, and bequests accepted during the quarter April 1 through June 30, 2019
- Report on agreement for Fox World Travel to provide travel services for the University of Nebraska
- Report on renewal of property and student health insurance policies
- Intermediate Design Reports for:
 - Scott Engineering Center Renovation and Link Replacement project at UNL
 - Mammel Hall Addition at UNO
- Report on naming the outdoor courtyard between the Howard L. Hawks College of Business and the Jeffrey S. Raikes School of Computer Science and Management the “Nelnet Courtyard” at UNL

D. REPORTS

1. Quarterly Personnel Reports for the period April 1 through June 30, 2019 and FY 2019-20 University personnel salaries Addendum IX-D-1
2. Leave of Absences approved during the period July 1, 2018 through June 30, 2019 Addendum IX-D-2
3. Review of Multi-Departmental Academic Centers for Research, Teaching and/or Service Addendum IX-D-3
4. Quarterly Status report of Capital Construction Projects Addendum XI-D-4
5. Status report of Six-Year Capital Plan Addendum XI-D-5
6. Bids and Contracts Addendum IX-D-6
7. Gifts, Grants, Contracts and Bequests accepted during the quarter April 1 through June 30, 2019 Addendum IX-D-7
8. Agreement for Fox World Travel to provide travel services for the University of Nebraska Addendum IX-D-8
9. Renewal of Property and Student Health Insurance Policies Addendum IX-D-9
10. Intermediate Design Report: University of Nebraska-Lincoln, Scott Engineering Center Renovation and Link Replacement project Addendum IX-D-10
11. Naming the outdoor courtyard between the Howard L. Hawks College of Business and the Jeffrey S. Raikes School of Computer Science and Management at the University of Nebraska-Lincoln (UNL) the “Nelnet Courtyard”, pursuant to *Board of Regents Policy* RP-6.2.7.3.b Addendum IX-D-11
12. Intermediate Design Report: University of Nebraska at Omaha, Mammel Hall Addition Addendum IX-D-12

TO: The Board of Regents

Academic Affairs

MEETING DATE: October 25, 2019

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 public record in the Office of the Corporation Secretary.


EXPLANATION: This report includes the campus personnel actions for the period of April 1, 2019 through June 30, 2019.

In addition, there is a list of new Continuous, Promotion, and Emeritus appointments which have been made for the academic and fiscal year 2018-2019.

In accordance with Board of Regents policy, Interim President Susan Fritz certifies that every full-time academic and administrative employee has received a written performance appraisal for the 2018-2019 academic or fiscal year as required by RP-4.2.8 Evaluation of Faculty and Administrators.

A list of University personnel salaries for the 2019-2020 fiscal year is provided on the University's website at <https://nebraska.edu/docs/budget/personnel-roster-2019-20.pdf>

APPROVED:



Susan M. Fritz, Interim President
University of Nebraska

DATE: September 27, 2019

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA-LINCOLN

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Barker, Marco	Office of Diversity and Inclusion	Vice Chancellor	Special	4/1/2019		250,000 FY	1.00
Bolt, William	Athletics	Head Coach-Baseball	Special	6/17/2019		300,000 FY	1.00
Helding, Brandon	Social and Behavioral Sciences Research Consortium	Research Assistant Professor	Special	4/29/2019	6/30/2020	12,600 FY	0.20
Hoiberg, Fredrick	Athletics	Head Coach-Men's Basketball	Special	4/2/2019		2,500,000 FY	1.00
Lu, Haidong	Physics and Astronomy	Research Assistant Professor	Special	4/1/2019	3/31/2020	48,000 FY	1.00
Lutz, Bobby	Athletics	Special Assistant to the Men's Basketball Head Coach	Special	4/9/2019		150,000 FY	1.00
Martin, Rachel	Athletics	Head Coach-Rifle	Special	4/10/2019		65,000 FY	1.00
Meier, Nathan	Office of Research and Economic Development	Assistant Vice Chancellor	Special	5/6/2019		166,260 FY	1.00
Robison, Traci	University Libraries	Assistant Professor of Practice	Special	5/1/2019	4/30/2022	60,000 FY	1.00
Weitzel, Derek	Computer Science and Engineering	Research Assistant Professor	Special	6/1/2019	5/31/2022	104,220 FY	1.00

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Allen, Craig	School of Natural Resources	Director, Center for Resilience in Working Agricultural Landscapes	Special	5/1/2019		67,500 AY	0.50
		Professor	Continuous	5/1/2019		67,500 AY	0.50
Beghin, John	Agricultural Economics	Professor	Continuous	6/1/2019		180,000 AY	1.00
		Yanney Professorship	Special	6/1/2019	5/31/2024	20,000 AY	0.00
Clark, Halden	Veterinary and Biomedical Sciences	Assistant Professor of Practice	Special	4/8/2019	4/7/2020	85,000 FY	1.00
Dennis, Elliott	Agricultural Economics	Assistant Professor	Specific Term	5/20/2019		98,000 AY	1.00
French, Michael	Animal Science	Assistant Professor of Practice	Special	6/1/2019	5/31/2022	62,000 FY	1.00
Guo, Ming	Agronomy and Horticulture	Research Assistant Professor	Special	5/1/2019	4/30/2022	54,550 FY	1.00
Hibbeler, Theodore	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	6/1/2019		66,400 FY	1.00
Marshall, Kathleen	West Central Research and Extension Center	Assistant Extension Educator	Special	4/22/2019		64,000 FY	1.00
Narjes, Laura	Panhandle Research and Extension Center	Assistant Extension Educator	Special	6/26/2019		56,500 FY	1.00

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Rice, Nathan	Panhandle Research and Extension Center	Assistant Extension Educator	Special	5/13/2019		56,100 FY	1.00
Stohlmann, Lauren	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	6/1/2019		55,000 FY	1.00
Walton, Amy	Veterinary and Biomedical Sciences	Assistant Professor of Practice	Special	6/1/2019	5/31/2022	93,000 FY	1.00
Young, Laura	Agriculture Leadership Education and Communication	Assistant Professor of Practice	Special	6/1/2019	5/31/2022	72,000 FY	1.00

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Bokemper, Richard	Adult Restorative Dentistry	Assistant Professor	Special	4/1/2019		105,500 FY	1.00
Cantrell, Emily	Surgery	Assistant Professor	Health Prof	4/15/2019	6/30/2020	45,000 FY	1.00
Carnes, Eric	Environmental, Agricultural and Occupational Health	Associate Professor	Special	4/1/2019		183,150 FY	1.00
Dickey, Pamela	Physician Assistant Education	Assistant Professor	Special	5/1/2019		102,000 FY	1.00
Gehring, James	Munroe-Meyer Institute	Research Assistant Professor	Special	5/24/2019	5/23/2022	56,000 FY	1.00
Gurumurthy, Channabasavaiah	Pharmacology and Experimental Neuroscience	Associate Professor	Continuous	5/1/2019		70,000 FY	1.00
	Vice Chancellor for Research	Research Scientist (Stipend)	Special	5/1/2019		46,688 FY	0.00
		Mouse Genome Engineering Core Facility Director (Stipend)	Special	5/1/2019	6/30/2020	75,000 FY	0.00
Hollard, Amie	Obstetrics and Gynecology	Associate Professor	Health Prof	6/1/2019	6/30/2020	50,000 FY	1.00
Kuenstling, Tess	Vice Chancellor for Research	Director, Research Resources	Special	4/1/2019		120,000 FY	1.00
Lukas, Lou	Internal Medicine	Associate Professor	Special	4/1/2019		3,500 FY	0.07
Millerd, Patrick	Radiology	Assistant Professor	Special	4/1/2019		45,000 FY	1.00
Pfeifer, Bradley	College of Public Health	Assistant Dean	Special	6/1/2019		150,000 FY	1.00
Varshney, Grish	Biochemistry and Molecular Biology	Professor	Special	5/16/2019		80,000 FY	1.00

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA AT OMAHA

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Buttermore, Matthew	Athletics	Head Coach, Volleyball	Special	4/1/2019		88,264 FY	1.00
Jamieson, Thomas H	Public Administration	Assistant Professor	Specific	5/1/2019		61,000 AY	1.00

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA ADMINISTRATION

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Kuhl, Kylie	Vice President and General Counsel	Associate General Counsel	Special	4/1/2019		112,200 FY	1.00

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA AT KEARNEY

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Bauer, Marc	Intercollegiate Athletics	Director	Special	5/1/2019		137,000	FY	1.00
		Interim Director	Special		4/30/2019	110,004	FY	1.00
Crow, Sherry	Teacher Education	Professor	Continuous	6/1/2019		78,934	AY	1.00
		Professor	Continuous		5/31/2019	39,467	AY	0.50
		N/A	N/A	6/1/2019		0	AY	0.00
		Associate Dean (Includes Stipend)	Special		5/31/2019	44,589	AY	0.50
Hanson, Ralph	Communication	Professor	Continuous	6/1/2019		48,159	AY	0.60
		Professor	Continuous		5/31/2019	80,266	AY	1.00
		Interim Department Chair (Includes Stipend)	Special	6/1/2019		37,229	AY	0.40
		N/A	N/A		5/31/2019	0	AY	0.00
Knoell, Christopher	Teacher Education	Associate Professor	Continuous	6/1/2019		38,824	AY	0.50
		Associate Professor	Continuous		5/31/2019	46,589	AY	0.60
		Associate Dean (Includes Stipend)	Special	6/1/2019		43,946	AY	0.50
		Department Chair (Includes Stipend)	Special		5/31/2019	36,181	AY	0.40
Kime, Katherine	Mathematics and Statistics	Associate Professor	Continuous	6/1/2019		42,536	AY	0.60
		Associate Professor	Continuous		5/31/2019	70,894	AY	1.00
		Department Chair (Includes Stipend)	Special	6/1/2019		33,480	AY	0.40
		N/A	Special		5/31/2019	0	AY	0.00
Willis, Barton	Mathematics and Statistics	Professor	Continuous	6/1/2019		83,711	AY	1.00
		Professor	Continuous		5/31/2019	50,227	AY	0.60
		N/A	Special	6/1/2019		0	AY	0.00
		Department Chair (Includes Stipend)	Special		5/31/2019	38,606	AY	0.40

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Bender, John	College of Journalism and Mass Communications	Professor	Continuous			99,368 AY	1.00
		Professor	Continuous			99,368 AY	1.00
		Kearns College Professorship	Special	1/1/2019	5/11/2022	10,000 AY	0.00
		N/A	N/A			0	0.00
Calvi, Jessica	Center for Brain Biology and Behavior	Research Assistant Professor	Special	2/1/2019		59,500 FY	1.00
		Senior Research Associate	Special		1/31/2019	56,942 FY	1.00
DeFrain, Erica	University Libraries	Assistant Professor	Specific Term			64,523 FY	1.00
		Assistant Professor	Specific Term			64,523 FY	1.00
		N/A	N/A	5/1/2019		0	0.00
		Academic Commons Librarian (stipend)			4/30/2019	6,000 FY	0.00
Dzenis, Yuris	Mechanical and Materials Engineering	Professor	Continuous			176,458 AY	1.00
		Professor	Continuous			176,458 AY	1.00
		McBroom College Professorship	Special	5/1/2019	4/30/2024	10,000 AY	0.00
		McBroom College Professorship	Special		4/30/2019	10,000 AY	0.00
Natarajan, Chandrasekhar	School of Biological Sciences	Research Assistant Professor	Special	4/1/2019	8/31/2019	54,508 FY	1.00
		Research Assistant Professor	Special		3/31/2019	51,181 FY	1.00

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PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
¹ Neta, Mital	Psychology	Assistant Professor	Specific Term	3/1/2019		84,626 AY	1.00
		Assistant Professor	Specific Term		2/28/2019	79,626 AY	1.00
	Center for Brain Biology and Behavior	Research (stipend)	Special			15,000 AY	0.00
		Research (stipend)	Special			15,000 AY	0.00
² Quinlan, Mary	College of Journalism and Mass Communications	Associate Dean	Special			104,345 FY	1.00
		Associate Dean	Special			104,345 FY	1.00
		Kearns College Professorship	Special	1/1/2019	5/31/2022	15,000 FY	0.00
		Kearns College Professorship	Special		12/31/2018	15,000 FY	0.00
Watts, William	Undergraduate Education and Student Success	Associate Dean	Special	5/1/2019		155,000 FY	1.00
	Career Services	Director of University Advising and Career Services	Special		4/30/2019	133,498 FY	1.00

¹ Retention offer. Not included on January-March 2019 report because decision and PAF were done after quarterly personnel report was submitted.

² Received notification of renewal from President Bounds on April 4, 2019.

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Garwood, Michelle	Panhandle Research and Extension Center	Assistant Extension Educator	Special	4/19/2019		59,600 FY	1.00
		Managerial/Professional	Other		4/18/2019	40,000 FY	1.00
Mamo, Mitiku	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	5/1/2019		65,000 FY	1.00
		Managerial/Professional	Other		4/30/2019	53,114 FY	1.00
Milander, Jeremy	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	4/15/2019		57,750 FY	1.00
		Managerial/Professional	Other		4/14/2019	52,001 FY	1.00
Mracek, Melissa	Panhandle Research and Extension Center	Assistant Extension Educator	Special	5/13/2019		55,900 FY	1.00
		Managerial/Professional	Other		5/12/2019	40,943 FY	1.00
Narjes, Charlotte	Agricultural Economics	Associate Extension Educator	Special	5/1/2019		66,400 FY	1.00
		Managerial/Professional	Other		4/30/2019	54,062 FY	1.00

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PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
³ Byrne, Gerard	Adult Restorative Dentistry	Associate Professor	Continuous	4/1/2019		116,797 FY	1.00
		Associate Professor	Continuous		3/31/2019	115,797 FY	1.00
³ Carroll, Regina	Munroe-Meyer Institute	Associate Professor	Health Prof	5/1/2019		89,100 FY	1.00
		Associate Professor	Health Prof		4/30/2019	86,100 FY	1.00
		Autism Care for Toddlers Clinic Director (Stipend)	Special	4/1/2019		5,000 FY	0.00
		N/A	N/A			0 FY	0.00
³ Day, Marianne	Adult Restorative Dentistry	Assistant Professor	Health Prof	4/1/2019		106,500 FY	1.00
		Assistant Professor	Health Prof		3/31/2019	101,500 FY	1.00
Dong, Yuxiang	Pharmaceutical Sciences	Associate Professor	Special	4/1/2019		83,223 FY	0.95
		Associate Professor	Special		3/31/2019	87,603 FY	1.00
Doyle, Marley	Psychiatry	Assistant Professor	Special			45,100 FY	1.00
		Assistant Professor	Special			45,100 FY	1.00
		Director, Behavioral Health Education Center of Nebraska (Stipend)	Special	4/1/2019		10,000 FY	0.00
		N/A	N/A			0 FY	0.00

³ Additional Responsibilities

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
⁴ Froeschle, Mary	Adult Restorative Dentistry	Associate Professor	Continuous	4/1/2019		129,125 FY	1.00
		Associate Professor	Continuous		3/31/2019	122,125 FY	1.00
	Dental Administration	Director, Continuing Education (Stipend)	Special			3,000 FY	0.00
		Director, Continuing Education (Stipend)	Special			3,000 FY	0.00
⁵ Fu, Kai	Pathology and Microbiology	Professor	Continuous			104,448 FY	1.00
		Professor	Continuous			104,448 FY	1.00
	International Health Eppley Institute	Director, International Relations (Stipend)	Special	8/1/2018	7/31/2020	10,000 FY	0.00
		Director, International Exchange (Stipend)	Special		7/31/2018	10,000 FY	0.00
	International Health	Director, Asia Pacific Rim Development Project (Stipend)	Special	8/1/2018	7/31/2020	10,000 FY	0.00
		N/A	N/A			0 FT	0.00
⁶ Goede, Matthew	Surgery	Associate Professor	Health Prof	5/12/2019		16,929 FY	0.25
		Associate Professor	Health Prof		5/11/2019	59,250 FY	0.88

⁴ Additional Responsibilities

⁵ Faculty appointment delayed

⁶ Remaining salary defrayed by VA Nebraska-Western Iowa Healthcare System

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PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Grant, Kathleen	Internal Medicine	Associate Professor	Special	4/1/2019		59,644 FY	0.53
		Associate Professor	Special		3/31/2019	30,947 FY	0.28
⁷ Guthmiller, Janet	College of Dentistry	Dean (Includes stipend)	Special	7/1/2018		353,509 FY	1.00
		Dean (Includes stipend)	Special		6/30/2018	347,429 FY	1.00
	Surgical Specialties	Professor	Continuous			0 FY	0.00
		Professor	Continuous			0 FY	0.00
Higgins, William	Munroe-Meyer Institute	Assistant Professor	Special			75,947 FY	1.00
		Assistant Professor	Special			75,947 FY	1.00
	Autism Care for Toddlers Clinic Director (Stipend)	N/A	N/A	6/1/2019		0 FY	0.00
		Autism Care for Toddlers Clinic Director (Stipend)	Special		5/31/2019	5,000 FY	0.00
⁸ Johnson, William	Adult Restorative Dentistry	Professor	Continuous	4/1/2019		132,921 FY	1.00
		Professor	Continuous		3/31/2019	129,921 FY	1.00

⁷ Delayed annual increase entered May 2019

⁸ Additional Responsibilities

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PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
9 Klepser, Donald	Pharmacy Practice and Science	Associate Professor	Continuous	6/1/2019		140,000 FY	1.00
		Associate Professor	Continuous		5/31/2019	130,000 FY	1.00
	College of Pharmacy	Associate Dean (Stipend)	Special	6/1/2019		20,000 FY	0.00
	Pharmacy Practice and Science	Vice Chair (Stipend)	Special		5/31/2019	5,000 FY	0.00
Krueger, Ronald	Ophthalmology and Visual Sciences	Professor	Continuous	4/15/2019		45,000 FY	0.56
		Professor	Special		4/14/2019	40,000 FY	0.50
	McGraw Memorial Chair in Medicine	Special	4/15/2019		35,000 FY	0.44	
	N/A	N/A			0 FY	0.00	
	Chairperson (Stipend)	Special	4/15/2019		100,000 FY	0.00	
	Chairperson (Stipend)	Special		4/14/2019	70,000 FY	0.00	

9 Additional Responsibilities

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PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>		
Nordness, Amy	Munroe-Meyer Institute	Assistant Professor	Health Prof			121,700 FY	1.00		
		Assistant Professor	Health Prof			121,700 FY	1.00		
		Omaha Scottish-Rite Masonic Professorship (Stipend)	Special			10,000 FY	0.00		
		Omaha Scottish-Rite Masonic Professorship (Stipend)	Special			10,000 FY	0.00		
		Director, Speech Pathology (Stipend)	Special			10,000 FY	0.00		
		Director, Speech Pathology (Stipend)	Special			10,000 FY	0.00		
		Associate Director, Clinical Services (Stipend)	Special	4/1/2019		6,000 FY	0.00		
		N/A	N/A			FY	0.00		
		Pavlidis, Gregory	Internal Medicine	Professor	Special			30,200 FY	0.50
				Professor	Special			30,200 FY	0.50
Miscia Chair in Interventional Cardiology	Special			5/1/2019	4/30/2024	0 FY	0.00		
Miscia Chair in Interventional Cardiology	Special				4/30/2019	0 FY	0.00		
¹⁰ Phan-Rinne, Myhanh Thi	Adult Restorative Dentistry	Assistant Professor	Health Prof	4/1/2019		108,110 FY	1.00		
		Assistant Professor	Health Prof		3/31/2019	104,610 FY	1.00		

¹⁰ Additional Responsibilities

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PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Rodehorst-Weber, Teresa Kim	College of Nursing-West Nebraska Division	Associate Professor	Special	5/1/2019		111,506 FY	0.90
		Associate Professor	Special		4/30/2019	99,116 FY	0.80
Thayer, Sarah	Surgery	Professor	Health Prof			100,400 FY	1.00
		Professor	Health Prof			100,400 FY	1.00
		N/A	N/A	5/1/2019		0 FY	0.00
		Merle M. Musselman Professor of Surgery	Special		4/30/2019	0 FY	0.00
		N/A	N/A	5/1/2019		0 FY	0.00
		Chief, Surgical Oncology (Stipend)	Special		4/30/2019	30,000 FY	0.00
		N/A	N/A	5/1/2019		0 FY	0.00
		Associate Director, Buffett Cancer Center (Stipend)	Special		4/30/2019	182,100 FY	0.00
Yee, Gary	Pharmacy Practice and Science	Professor	Continuous			171,543 FY	1.00
		Professor	Continuous			171,543 FY	1.00
	College of Pharmacy	N/A	N/A	6/1/2019		0 FY	0.00
		Associate Dean for Academic Affairs (Stipend)	Special		5/31/2019	20,000 FY	0.00

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PERSONNEL REPORT
4/1/2019 - 6/30/2019
UNIVERSITY OF NEBRASKA AT OMAHA

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Evans, Charlotte	Public Safety	Assistant Vice Chancellor, Chief of Police	Special	4/1/2019		175,000 FY	1.00
		Director of Public Safety (Includes Stipend)	Special		3/31/2019	126,490 FY	1.00
Myers, Sara	Office of Research and Creative Activity	Assistant Vice Chancellor	Special			131,640 FY	1.00
		Assistant Vice Chancellor	Special			131,640 FY	1.00
		Coordinator, Teacher-Researcher Partnership Program Research (Stipend)	Special	4/1/2019	10/31/2019	5,500 FY	0.00
		N/A	N/A			0 FY	0.00

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2019 Continuous Appointments
University of Nebraska at Kearney

Name	Unit	Rank on Effective Date	Effective Date
<i>College of Arts and Sciences</i>			
Alber, Brian	Music, Theatre and Dance	Associate Professor	August 19, 2019
Dettman, Jonathan	Modern Languages	Associate Professor	August 19, 2019
Drew, Bryan	Biology	Associate Professor	August 19, 2019
Himmerich, Darin	Music, Theatre and Dance	Associate Professor	August 19, 2019
Huang, Jia	Mathematics and Statistics	Associate Professor	August 19, 2019
Jensen, Adam	Physics and Astronomy	Associate Professor	August 19, 2019
Kounovsky-Shafer, Kristy	Chemistry	Associate Professor	August 19, 2019
Loughrin, Sandra	Sociology	Associate Professor	August 19, 2019
Sogar, Christina	Social Work	Associate Professor	August 19, 2019
Thomas, Allen	Chemistry	Associate Professor	August 19, 2019
Warren, Michelle	Modern Languages	Associate Professor	August 19, 2019
Wells, Robert Jeffrey David	History	Associate Professor	August 19, 2019
Wetherell, Mallory	Art and Design	Associate Professor	August 19, 2019
Wuellner, Melissa	Biology	Associate Professor	August 19, 2019
Wulf, Timbre	Criminal Justice	Associate Professor	August 19, 2019
Ziwoya, Fletcher	Communication	Associate Professor	August 19, 2019

2019 Continuous Appointments
University of Nebraska at Kearney

Name	Unit	Rank on Effective Date	Effective Date
<i>College of Business and Technology</i>			
Benson, Greg	Marketing/Agribusiness/Supply Chain Management	Associate Professor	August 19, 2019
Envick, Brooke	Management	Associate Professor	August 19, 2019
<i>College of Education</i>			
Abbey, Bryce	Kinesiology and Sport Sciences	Associate Professor	August 19, 2019
Bice, Matthew	Kinesiology and Sport Sciences	Associate Professor	August 19, 2019
Harshbarger, Dena	Teacher Education	Associate Professor	August 19, 2019
Vu, Phu	Teacher Education	Associate Professor	August 19, 2019

2019 Continuous Appointments

University of Nebraska-Lincoln

Name	Unit	Rank on Effective Date	Effective Date
<i>College of Arts and Sciences</i>			
Coltrain, James	History	Associate Professor	August 19, 2019
Couch, Brian	School of Biological Sciences	Associate Professor	August 19, 2019
Fuchs, Matthias	Physics and Astronomy	Associate Professor	August 19, 2019
Heitman, Carolyn	Anthropology	Associate Professor	August 19, 2019
Kovalev, Alexey	Physics and Astronomy	Associate Professor	August 19, 2019
Lai, Yvonne	Mathematics	Associate Professor	August 19, 2019
Lee, Kyungyong	Mathematics	Associate Professor	August 19, 2019
Morin, Stephen	Chemistry	Associate Professor	August 19, 2019
Neta, Maital	Psychology	Associate Professor	August 19, 2019
Smith, Jeffrey	Sociology	Associate Professor	August 19, 2019
Warner, Tara	Sociology	Associate Professor	August 19, 2019
Xu, Xiaoshan	Physics and Astronomy	Associate Professor	August 19, 2019
<i>College of Business</i>			
Batur, Demet	Supply Chain Management and Analytics	Associate Professor	August 19, 2019
Dimotakis, Nikolaos	Management	Associate Professor	August 19, 2019
Nikolova, Stanislava	Finance	Associate Professor	August 19, 2019
Pieper, Jenna	Management	Associate Professor	August 19, 2019

2019 Continuous Appointments

University of Nebraska-Lincoln

Name	Unit	Rank on Effective Date	Effective Date
<i>College of Education and Human Sciences</i>			
Chai, Weiwen	Nutrition and Health Sciences	Associate Professor	August 19, 2019
Hatch-Tocaimaza, Deryl	Educational Administration	Associate Professor	August 19, 2019
Niehaus, Elizabeth	Educational Administration	Associate Professor	August 19, 2019
Rasmussen, Heather	Nutrition and Health Sciences	Associate Professor	August 19, 2019
Williams, Natalie	Child, Youth and Family Studies	Associate Professor	August 19, 2019
<i>College of Journalism and Mass Communications</i>			
Kiambi, Dane	Journalism and Mass Communications	Associate Professor	August 19, 2019
Shrader, John	Journalism and Mass Communications	Associate Professor	August 19, 2019
Wagler, Adam	Journalism and Mass Communications	Associate Professor	August 19, 2019
<i>Hixson-Lied College of Fine and Performing Arts</i>			
Hall, David	Glenn Korff School of Music	Associate Professor	August 19, 2019
Sapirstein, Philip	School of Art, Art History and Design	Associate Professor	August 19, 2019
Sutherlen, Aaron	School of Art, Art History and Design	Associate Professor	August 19, 2019
<i>Institute for Agriculture and Natural Resources</i>			
Banerjee, Simanti	Agricultural Economics	Associate Professor	July 1, 2109
Brooks, Kathleen	Agricultural Economics	Associate Professor	July 1, 2019
Chizinski, Christopher	School of Natural Resources	Associate Professor	July 1, 2019

2019 Continuous Appointments

University of Nebraska-Lincoln

Name	Unit	Rank on Effective Date	Effective Date
<i>Institute for Agriculture and Natural Resources (continued)</i>			
Ciftci, Ozan	Food Science and Technology	Associate Professor	August 19, 2019
Conner, Nathan	Agricultural Leadership, Education and Communication	Associate Professor	July 1, 2019
Dauer, Jenny	School of Natural Resources	Associate Professor	July 1, 2019
Dauer, Joseph	School of Natural Resources	Associate Professor	July 1, 2019
Dev, Dipti	Child, Youth and Family Studies	Associate Professor	July 1, 2019
Drewnoski, Mary	Animal Science	Associate Professor	July 1, 2019
Everhart, Sydney	Plant Pathology	Associate Professor	August 19, 2019
Ge, Yufeng	Biological Systems Engineering	Associate Professor	August 19, 2019
Gustafson, Christopher	Agricultural Economics	Associate Professor	July 1, 2019
Hastings, Lindsay	Agricultural Leadership, Education and Communication	Associate Professor	July 1, 2019
Keshwani, Jennifer	Biological Systems Engineering	Associate Professor	July 1, 2019
Louis, Joe	Entomology	Associate Professor	August 19, 2019
McElravy, Larry	Agricultural Leadership, Education and Communication	Associate Professor	July 1, 2019
Munoz-Arriola, Francisco	Biological Systems Engineering	Associate Professor	July 1, 2019
Pitla, Santosh	Biological Systems Engineering	Associate Professor	July 1, 2019
Schnable, James	Agronomy and Horticulture	Associate Professor	August 19, 2019
Walters, Cory	Agricultural Economics	Associate Professor	August 19, 2019
<i>University Libraries</i>			
Dawes, Lorna	Libraries	Associate Professor	August 19, 2019

2019 Continuous Appointments
University of Nebraska Medical Center

Name	Unit	Rank on Effective Date	Effective Date
<i>College of Medicine</i>			
Abdul-Rahman, Omar	Pediatrics	Professor	July 1, 2019
Ganti, Apar Kishor	Internal Medicine	Professor	July 1, 2019
Kamenskiy, Alexey	Surgery	Associate Professor	July 1, 2019
Suh, Donny	Ophthalmology and Visual Sciences	Professor	July 1, 2019
<i>College of Nursing</i>			
Lally, Robin	Omaha Division	Professor	July 1, 2019
Moore, Tiffany	Omaha Division	Associate Professor	July 1, 2019
<i>College of Pharmacy</i>			
Hopkins, Corey	Pharmaceutical Science	Associate Professor	July 1, 2019
<i>College of Public Health</i>			
Wang, Hongmei	Health Services Research and Administration	Associate Professor	July 1, 2019
Watanabe-Galloway, Shinobu	Epidemiology	Professor	July 1, 2019
<i>Eppley Institute</i>			
Luo, Xu	Eppley Institute	Professor	July 1, 2019

2019 Continuous Appointments
University of Nebraska at Omaha

Name	Unit	Rank on Effective Date	Effective Date
<i>College of Arts and Sciences</i>			
Adams, Gregory Travis	English	Associate Professor	August 19, 2019
Battisti, Danielle	History	Associate Professor	August 19, 2019
Dere, Ashlee	Geography and Geology	Associate Professor	August 19, 2019
Dickson, Timothy	Biology	Associate Professor	August 19, 2019
Ghosh, Tanushree	English	Associate Professor	August 19, 2019
Harbour, Jennifer	Black Studies	Associate Professor	August 19, 2019
Krasnoslobodtsev, Alexey	Physics	Associate Professor	August 19, 2019
Majumder, Mahbubul	Mathematics	Associate Professor	August 19, 2019
Obradovic, Lana	Political Science	Associate Professor	August 19, 2019
Walls, Laura	Foreign Languages	Associate Professor	August 19, 2019
Weaver, Adam	Psychology	Associate Professor	August 19, 2019
<i>College of Business Administration</i>			
Smith, Benny	Economics	Associate Professor	August 19, 2019
<i>College of Communication, Fine Arts and Media</i>			
Cooper, Shelly	School of Music	Associate Professor	August 19, 2019
Paine, Howard	Art and Art History	Associate Professor	August 19, 2019
Sandhoff, Bridget	Art and Art History	Associate Professor	August 19, 2019
St. Pierre Smith, Valerie	Theatre	Associate Professor	August 19, 2019
VanNordstrand, Shelby	Music	Associate Professor	August 19, 2019

2019 Continuous Appointments
University of Nebraska at Omaha

Name	Unit	Rank on Effective Date	Effective Date
<i>College of Education</i>			
Dinkel, Danae	Health and Kinesiology	Associate Professor	August 19, 2019
Zuniga, Jorge	Biomechanics	Associate Professor	August 19, 2019
<i>College of Public Affairs and Community Service</i>			
Bryan, Tara	Public Administration	Associate Professor	August 19, 2019
Lutte, Rebecca	Aviation	Associate Professor	August 19, 2019
Schwartz, Joseph	Criminology and Criminal Justice	Associate Professor	August 19, 2019
<i>UNO Libraries</i>			
Bishop, Katherine	Library	Associate Professor	July 1, 2019
Owens, Tammi	Library	Associate Professor	July 1, 2019
Schindler, Amy	Library	Associate Professor	July 1, 2019

2019 Promotions

University of Nebraska at Kearney

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Arts and Sciences</i>				
Armstrong, Jeremy	Physics and Astronomy	Assistant Professor	Associate Professor	August 19, 2019
Beissel Heath, Michelle	English	Associate Professor	Professor	August 19, 2019
Benton, Robert	Music, Theatre and Dance	Assistant Professor	Associate Professor	August 19, 2019
Berrier, Joel	Physics and Astronomy	Assistant Professor	Associate Professor	August 19, 2019
Bohaty, Noelle	Music, Theatre and Dance	Lecturer	Senior Lecturer	August 19, 2019
Campbell, Sharon	Music, Theatre and Dance	Associate Professor	Professor	August 19, 2019
Chandra, Surabhi	Biology	Assistant Professor	Associate Professor	August 19, 2019
Donofrio, Anthony	Music, Theatre and Dance	Assistant Professor	Associate Professor	August 19, 2019
Hill, Evan	Psychology	Assistant Professor	Associate Professor	August 19, 2019
Himmerich, Darin	Music, Theatre and Dance	Assistant Professor	Associate Professor	August 19, 2019
Liew, Hui	Sociology	Assistant Professor	Associate Professor	August 19, 2019
Monterroso, Angela	Modern Languages	Lecturer	Senior Lecturer	August 19, 2019
Palencia, Hector	Chemistry	Associate Professor	Professor	August 19, 2019
Ramsey, Steven	Art and Design	Assistant Professor	Associate Professor	August 19, 2019
Rosdail, Jacob	Communication	Assistant Professor	Associate Professor	August 19, 2019
Steinke, Christopher	History	Assistant Professor	Associate Professor	August 19, 2019
Strain Waples, Megan	Psychology	Assistant Professor	Associate Professor	August 19, 2019
Vail, David	History	Assistant Professor	Associate Professor	August 19, 2019
Warren, Michelle	Modern Languages	Assistant Professor	Associate Professor	August 19, 2019

2019 Promotions

University of Nebraska at Kearney

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Arts and Sciences (continued)</i>				
Wetherell, Mallory	Art and Design	Assistant Professor	Associate Professor	August 19, 2019
Wuellner, Melissa	Biology	Assistant Professor	Associate Professor	August 19, 2019
Wulf, Timbre	Criminal Justice	Assistant Professor	Associate Professor	August 19, 2019
<i>College of Business and Technology</i>				
Choi, Jeong Hoon	Management	Assistant Professor	Associate Professor	August 19, 2019
Hollman, Angela	Cyber Systems	Assistant Professor	Associate Professor	August 19, 2019
Obasi, Sharon	Family Studies	Assistant Professor	Associate Professor	August 19, 2019
<i>College of Education</i>				
Akehi, Kazuma	Kinesiology and Sport Sciences	Assistant Professor	Associate Professor	August 19, 2019
Knoell, Christopher	Teacher Education	Associate Professor	Professor	August 19, 2019

2019 Promotions
University of Nebraska-Lincoln

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Architecture</i>				
Tang, Zhenghong	Architecture	Associate Professor	Professor	August 19, 2019
<i>College of Arts and Sciences</i>				
Can Vuran, Mehmet	Computer Science and Engineering	Associate Professor	Professor	August 19, 2019
Castle, Kathy	Communication Studies	Assistant Professor of Practice	Associate Professor of Practice	August 19, 2019
Coltrain, James	History	Assistant Professor	Associate Professor	August 19, 2019
Couch, Brian	School of Biological Sciences	Assistant Professor	Associate Professor	August 19, 2019
Foss, Mikil	Mathematics	Associate Professor	Professor	August 19, 2019
Fuchs, Matthias	Physics and Astronomy	Assistant Professor	Associate Professor	August 19, 2019
Gervais, Sarah	Psychology	Associate Professor	Professor	August 19, 2019
Griep, Mark	Chemistry	Associate Professor	Professor	August 19, 2019
Heitman, Carolyn	Anthropology	Assistant Professor	Associate Professor	August 19, 2019
Hasan, Abla	Modern Languages and Literatures	Assistant Professor of Practice	Associate Professor of Practice	August 19, 2019
Holz, Rosemarie	Women's and Gender Studies Program	Associate Professor of Practice	Professor of Practice	August 19, 2019
Houston, Adam	Earth and Atmospheric Sciences	Associate Professor	Professor	August 19, 2019
Kingsbury-Brunetto, Kelly	Modern Languages and Literatures	Assistant Professor of Practice	Associate Professor of Practice	August 19, 2019
Kovalev, Alexey	Physics and Astronomy	Assistant Professor	Associate Professor	August 19, 2019
Lai, Yvonne	Mathematics	Assistant Professor	Associate Professor	August 19, 2019
Lee, Kyungyong	Mathematics	Assistant Professor	Associate Professor	August 19, 2019
Morin, Stephen	Chemistry	Assistant Professor	Associate Professor	August 19, 2019

2019 Promotions
University of Nebraska-Lincoln

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Arts and Sciences (continued)</i>				
Nelson, Timothy	Psychology	Associate Professor	Professor	August 19, 2019
Neta, Mital	Psychology	Assistant Professor	Associate Professor	August 19, 2019
Olson, Kristen	Sociology	Associate Professor	Professor	August 19, 2019
Shadwick, Bradley	Physics and Astronomy	Associate Professor	Professor	August 19, 2019
Smith, Jeffrey	Sociology	Assistant Professor	Associate Professor	August 19, 2019
Soliz, Jordan	Communication Studies	Associate Professor	Professor	August 19, 2019
Steinacher, Gerald	History	Associate Professor	Professor	August 19, 2019
Tschetter, Ann	History	Assistant Professor of Practice	Associate Professor of Practice	August 19, 2019
Warner, Tara	Sociology	Assistant Professor	Associate Professor	August 19, 2019
Weaver, Eric	School of Biological Sciences	Assistant Professor	Associate Professor	August 19, 2019
White, Tyler	Political Science	Assistant Professor of Practice	Associate Professor of Practice	August 19, 2019
Yu, Bin	School of Biological Sciences	Associate Professor	Professor	August 19, 2019
Xu, Xiaoshan	Physics and Astronomy	Assistant Professor	Associate Professor	August 19, 2019
<i>College of Business</i>				
Batur, Demet	Supply Chain Management and Analytics	Assistant Professor	Associate Professor	August 19, 2019
Dimotakis, Nikolaos	Management	Assistant Professor	Associate Professor	August 19, 2019
Nikolova, Stanislava	Finance	Assistant Professor	Associate Professor	August 19, 2019
Pieper, Jenna	Management	Assistant Professor	Associate Professor	August 19, 2019

2019 Promotions

University of Nebraska-Lincoln

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Education and Human Sciences</i>				
Chai, Weiwen	Nutrition and Health Sciences	Assistant Professor	Associate Professor	August 19, 2019
Hatch-Tocaimaza, Deryl	Educational Administration	Assistant Professor	Associate Professor	August 19, 2019
Huscroft-D'Angelo, Jacqueline	Special Education and Communication Disorders	Research Assistant Professor	Research Associate Professor	August 19, 2019
Niehaus, Elizabeth	Educational Administration	Assistant Professor	Associate Professor	August 19, 2019
Rasmussen, Heather	Nutrition and Health Sciences	Assistant Professor	Associate Professor	August 19, 2019
Wheeler, Lorey	Center for Research on Children, Youth, Families and Schools	Research Assistant Professor	Research Associate Professor	July 1, 2019
Williams, Natalie	Child, Youth and Family Studies	Assistant Professor	Associate Professor	August 19, 2019
<i>College of Engineering</i>				
Demirel, Yasar	Chemical and Biomolecular Engineering	Associate Professor	Professor	August 19, 2019
Gu, Linxia	Mechanical and Materials Engineering	Associate Professor	Professor	August 19, 2019
Jones, Elizabeth	Civil Engineering	Associate Professor	Professor	August 19, 2019
Williams, Robert	Mechanical and Materials Engineering	Associate Professor	Professor	August 19, 2019
<i>Hixson-Lied College of Fine and Performing Arts</i>				
Endacott, Richard	Johnny Carson School of Theatre and Film	Associate Professor	Professor	August 19, 2019
Hall, David	Glenn Korff School of Music	Assistant Professor	Associate Professor	August 19, 2019
Katz, Wendy	School of Art, Art History and Design	Associate Professor	Professor	August 19, 2019
Sapirstein, Philip	School of Art, Art History and Design	Assistant Professor	Associate Professor	August 19, 2019
Sutherland, Aaron	School of Art, Art History and Design	Assistant Professor	Associate Professor	August 19, 2019
Wristen, Brenda	Glenn Korff School of Music	Associate Professor	Professor	August 19, 2019

2019 Promotions

University of Nebraska-Lincoln

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Journalism and Mass Communications</i>				
Kiambi, Dane	Journalism and Mass Communications	Assistant Professor	Associate Professor	August 19, 2019
Shrader, John	Journalism and Mass Communications	Assistant Professor	Associate Professor	August 19, 2019
Wagler, Adam	Journalism and Mass Communications	Assistant Professor	Associate Professor	August 19, 2019
<i>College of Law</i>				
Blankley, Kristen	Law	Associate Professor	Professor	August 19, 2019
<i>Institute for Agriculture and Natural Resources</i>				
Banerjee, Simanti	Agricultural Economics	Assistant Professor	Associate Professor	July 1, 2019
Behrends, Donnia	Nutrition and Health Sciences	Associate Extension Educator	Extension Educator	July 1, 2019
Black, Karly	Eastern Research and Extension Center - Southeast District	Assistant Extension Educator	Associate Extension Educator	July 1, 2019
Blanco, Humberto	Agronomy and Horticulture	Associate Professor	Professor	August 19, 2019
Brooks, Kathleen	Agricultural Economics	Assistant Professor	Associate Professor	July 1, 2019
Burkey, Thomas	Animal Science	Associate Professor	Professor	July 1, 2019
Chizinski, Christopher	School of Natural Resources	Assistant Professor	Associate Professor	July 1, 2019
Ciftci, Ozan	Food Science and Technology	Assistant Professor	Associate Professor	August 19, 2019
Conner, Nathan	Agricultural Leadership, Education and Communication	Assistant Professor	Associate Professor	July 1, 2019
Dauer, Jenny	School of Natural Resources	Assistant Professor	Associate Professor	July 1, 2019
Dauer, Joseph	School of Natural Resources	Assistant Professor	Associate Professor	July 1, 2019
Delhon, Gustavo	School of Veterinary Medicine and Biomedical Sciences	Research Associate Professor	Research Professor	July 1, 2019
Dev, Dipti	Child, Youth and Family Studies	Assistant Professor	Associate Professor	July 1, 2019

2019 Promotions
University of Nebraska-Lincoln

Name	Unit	Present Rank	New Rank	Effective Date
<i>Institute for Agriculture and Natural Resources (continued)</i>				
Drewnoski, Mary	Animal Science	Assistant Professor	Associate Professor	July 1, 2019
Everhart, Sydney	Plant Pathology	Assistant Professor	Associate Professor	July 1, 2019
Ge, Yufeng	Biological Systems Engineering	Assistant Professor	Associate Professor	August 19, 2019
Giles, Chandra	Eastern Nebraska Research and Extension Center - Northeast District	Assistant Extension Educator	Associate Extension Educator	July 1, 2019
Gonzalez, Leonardo	Eastern Nebraska Research and Extension Center - Northeast District	Associate Extension Educator	Extension Educator	July 1, 2019
Gustafson, Christopher	Agricultural Economics	Assistant Professor	Associate Professor	July 1, 2019
Hanford, Kathryn	Statistics	Associate Professor of Practice	Professor of Practice	July 1, 2019
Hastings, Lindsay	Agricultural Leadership, Education and Communication	Assistant Professor	Associate Professor	July 1, 2019
Hergenreder, Joanna	Nebraska College of Technical Agriculture	Assistant Professor	Associate Professor	August 19, 2019
Jansen, Jim	Eastern Nebraska Research and Extension Center - Northeast District	Assistant Extension Educator	Associate Extension Educator	July 1, 2019
Keshwani, Jennifer	Biological Systems Engineering	Assistant Professor	Associate Professor	July 1, 2019
Louis, Joe	Entomology	Assistant Professor	Associate Professor	August 19, 2019
MacDonald, James	Animal Science	Associate Professor	Professor	July 1, 2019
McElravy, Larry	Agricultural Leadership, Education and Communication	Assistant Professor	Associate Professor	July 1, 2019
Mueller, Ashley	Nebraska Extension	Assistant Extension Educator	Associate Extension Educator	July 1, 2019
Mueller, Nathan	Eastern Nebraska Research and Extension Center - Metro District	Assistant Extension Educator	Associate Extension Educator	July 1, 2019

2019 Promotions

University of Nebraska-Lincoln

Name	Unit	Present Rank	New Rank	Effective Date
<i>Institute for Agriculture and Natural Resources (continued)</i>				
Munoz-Arriola, Francisco	Biological Systems Engineering	Assistant Professor	Associate Professor	July 1, 2019
Ohnesorg, Wayne	Eastern Nebraska Research and Extension Center - Northeast District	Associate Extension Educator	Extension Educator	July 1, 2019
Pitla, Santosh	Biological Systems Engineering	Assistant Professor	Associate Professor	July 1, 2019
Sayer, Erin	Biochemistry	Assistant Professor of Practice	Associate Professor of Practice	July 1, 2019
Schlake, Marilyn	Agricultural Economics	Assistant Extension Educator	Associate Extension Educator	July 1, 2019
Schnable, James	Agronomy and Horticulture	Assistant Professor	Associate Professor	August 19, 2019
Sehi, Natalie	Nutrition and Health Sciences	Associate Extension Educator	Extension Educator	July 1, 2019
Somerville, Greg	School of Veterinary Medicine and Biomedical Sciences	Associate Professor	Professor	July 1, 2019
Tadesse, Tsegaye	School of Natural Resources	Research Associate Professor	Research Professor	July 1, 2019
Thomas, John	Panhandle Research and Extension Center	Associate Extension Educator	Extension Educator	July 1, 2019
Walters, Cory	Agricultural Economics	Assistant Professor	Associate Professor	August 19, 2019
<i>University Libraries</i>				
Dawes, Lorna	Libraries	Assistant Professor	Associate Professor	August 19, 2019

2019 Promotions

University of Nebraska Medical Center

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Allied Health Professions</i>				
Ahmad, Iman	Medical Imaging and Therapeutic Sciences	Assistant Professor	Associate Professor	July 1, 2019
Venema, Dawn	Physical Therapy Education	Assistant Professor	Associate Professor	July 1, 2019
<i>College of Dentistry</i>				
Killeen, Amy	Surgical Specialties	Assistant Professor	Associate Professor	July 1, 2019
<i>College of Medicine</i>				
Aizenberg Ansari, Michele	Neurosurgery	Associate Professor	Professor	July 1, 2019
Akkireddy, Padmaja	Internal Medicine	Instructor	Assistant Professor	July 1, 2019
Beck, Jill	Pediatrics	Assistant Professor	Associate Professor	July 1, 2019
Bhatt, Vijaya	Internal Medicine	Assistant Professor	Associate Professor	July 1, 2019
Bista, Sabin	Internal Medicine	Assistant Professor	Associate Professor	July 1, 2019
BranECKi, Chad	Emergency Medicine	Assistant Professor	Associate Professor	July 1, 2019
Buesing, Keely	Surgery	Assistant Professor	Associate Professor	July 1, 2019
Carlson, Karen	Obstetrics and Gynecology	Assistant Professor	Associate Professor	July 1, 2019
Caverzagie, Kelly	Internal Medicine	Associate Professor	Professor	July 1, 2019
Chacon, Martha	Anesthesiology	Assistant Professor	Associate Professor	July 1, 2019
Cramer, Jonathan	Pediatrics	Assistant Professor	Associate Professor	July 1, 2019
Dutoit, Andrea	Anesthesiology	Assistant Professor	Associate Professor	July 1, 2019
Easton, Jessica	Anesthesiology	Instructor	Assistant Professor	July 1, 2019
Edwards, Lauren	Psychiatry	Instructor	Assistant Professor	July 1, 2019

2019 Promotions

University of Nebraska Medical Center

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Medicine (continued)</i>				
Fisher, Kurt	Pathology and Microbiology	Instructor	Assistant Professor	July 1, 2019
Ganesan, Murali	Internal Medicine	Instructor	Assistant Professor	July 1, 2019
Ghate, Deepta	Ophthalmology and Visual Sciences	Assistant Professor	Associate Professor	July 1, 2019
Goeller, Jessica	Anesthesiology	Assistant Professor	Associate Professor	July 1, 2019
Gundabolu, Krishna	Internal Medicine	Assistant Professor	Associate Professor	July 1, 2019
Haggar, Faye	Anesthesiology	Instructor	Assistant Professor	July 1, 2019
Huebert, Candace	Internal Medicine	Assistant Professor	Associate Professor	July 1, 2019
Hyde, Ricia	Biochemistry and Molecular Biology	Assistant Professor	Associate Professor	July 1, 2019
LaGrange, Chad	Surgery	Associate Professor	Professor	July 1, 2019
Latacha, Kimberly	Genetics Cell Biology and Anatomy	Assistant Professor	Associate Professor	July 1, 2019
Longo, G Matthew	Surgery	Associate Professor	Professor	July 1, 2019
Manzer, Melissa	Radiology	Assistant Professor	Associate Professor	July 1, 2019
Markin, Nicholas	Anesthesiology	Assistant Professor	Associate Professor	July 1, 2019
Maskin, Alexander	Surgery	Assistant Professor	Associate Professor	July 1, 2019
McClay, James	Emergency Medicine	Associate Professor	Professor	July 1, 2019
Menning, Melanie	Family Medicine	Instructor	Assistant Professor	July 1, 2019
Michaelis, Maria	Anesthesiology	Assistant Professor	Associate Professor	July 1, 2019
Mirza, Sameer	Genetics Cell Biology and Anatomy	Instructor	Assistant Professor	July 1, 2019
Muniyan, Sakthivel	Biochemistry and Molecular Biology	Instructor	Assistant Professor	July 1, 2019

2019 Promotions

University of Nebraska Medical Center

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Medicine (continued)</i>				
Nakad, Ramzy	Obstetrics and Gynecology	Assistant Professor	Associate Professor	July 1, 2019
Olivera-Martinez, Marco	Internal Medicine	Associate Professor	Professor	July 1, 2019
Palanimuthu Ponnusamy, Moorthy	Biochemistry and Molecular Biology	Assistant Professor	Associate Professor	July 1, 2019
Patil, Amol	Internal Medicine	Assistant Professor	Associate Professor	July 1, 2019
Ragunathan, Padmashri	Neurological Sciences	Instructor	Assistant Professor	July 1, 2019
Rakes, Angie	Anesthesiology	Assistant Professor	Associate Professor	July 1, 2019
Seshacharyulu, Parthasarathy	Biochemistry and Molecular Biology	Instructor	Assistant Professor	July 1, 2019
Shillcutt, Sasha	Anesthesiology	Associate Professor	Professor	July 1, 2019
Siddique, Aleem	Surgery	Assistant Professor	Associate Professor	July 1, 2019
Stauch, Kelly	Pharmacology and Experimental Neuroscience	Instructor	Assistant Professor	July 1, 2019
Steinke, Laurey	Biochemistry and Molecular Biology	Assistant Professor	Associate Professor	July 1, 2019
Suh, Donny	Ophthalmology and Visual Sciences	Associate Professor	Professor	July 1, 2019
Tendulkar, Ketki	Internal Medicine	Assistant Professor	Associate Professor	July 1, 2019
Teoh-Fitzgerald, Melissa	Biochemistry and Molecular Biology	Assistant Professor	Associate Professor	July 1, 2019
Thomas, Walker	Anesthesiology	Instructor	Assistant Professor	July 1, 2019
Tsai, Shane	Internal Medicine	Assistant Professor	Associate Professor	July 1, 2019
Wang, Hanjun	Anesthesiology	Assistant Professor	Associate Professor	July 1, 2019
Yuan, Ji	Pathology and Microbiology	Assistant Professor	Associate Professor	July 1, 2019
Yuil-Valdes, Ana	Pathology and Microbiology	Instructor	Assistant Professor	July 1, 2019

2019 Promotions

University of Nebraska Medical Center

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Nursing</i>				
Eisenhauer, Christine	Northern Division	Assistant Professor	Associate Professor	July 1, 2019
Moore, Tiffany	Omaha Division	Assistant Professor	Associate Professor	July 1, 2019
<i>College of Pharmacy</i>				
Cook, Kristen	Pharmacy Practice and Science	Clinical Assistant Professor	Clinical Associate Professor	July 1, 2019
Murry, Daryl	Pharmacy Practice and Science	Associate Professor	Professor	July 1, 2019
<i>College of Public Health</i>				
Watanabe-Galloway, Shinobu	Epidemiology	Associate Professor	Professor	July 1, 2019
<i>Eppley Institute</i>				
Luo, Xu	Eppley Institute	Associate Professor	Professor	July 1, 2019
Shcherbakova, Polina	Eppley Institute	Associate Professor	Professor	July 1, 2019
Shukla, Surendra	Eppley Institute	Research Instructor	Research Assistant Professor	July 1, 2019
<i>Munroe-Meyer Institute</i>				
Clarke, Brandy	Psychology	Assistant Professor	Associate Professor	July 1, 2019
Sanmann, Jennifer	Cytogenetics	Assistant Professor	Associate Professor	July 1, 2019

2019 Promotions

University of Nebraska at Omaha

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Arts and Sciences</i>				
Adams, Gregory Travis	English	Assistant Professor	Associate Professor	August 19, 2019
Baccouch, Mahboub	Mathematics	Associate Professor	Professor	August 19, 2019
Battisti, Danielle	History	Assistant Professor	Associate Professor	August 19, 2019
Bloom, Melanie	Foreign Languages	Associate Professor	Professor	August 19, 2019
Casas, Juan	Psychology	Associate Professor	Professor	August 19, 2019
Darcy, Robert	English	Associate Professor	Professor	August 19, 2019
Dere, Ashlee	Geography and Geology	Assistant Professor	Associate Professor	August 19, 2019
Dickson, Timothy	Biology	Assistant Professor	Associate Professor	August 19, 2019
Ghosh, Tanushree	English	Assistant Professor	Associate Professor	August 19, 2019
Harbour, Jennifer	Black Studies	Assistant Professor	Associate Professor	August 19, 2019
Krasnoslobodtsev, Alexey	Physics	Assistant Professor	Associate Professor	August 19, 2019
Love, Betty	Mathematics	Associate Professor	Professor	August 19, 2019
Majumder, Mahbulul	Mathematics	Assistant Professor	Associate Professor	August 19, 2019
Obradovic, Lana	Political Science	Assistant Professor	Associate Professor	August 19, 2019
Walls, Laura	Foreign Languages	Assistant Professor	Associate Professor	August 19, 2019
Weaver, Adam	Psychology	Assistant Professor	Associate Professor	August 19, 2019

2019 Promotions

University of Nebraska at Omaha

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Business Administration</i>				
Riley, Jennifer	Accounting	Associate Professor	Professor	August 19, 2019
Smith, Benny	Economics	Assistant Professor	Associate Professor	August 19, 2019
Volkman, David	Finance Banking and Real Estate	Associate Professor	Professor	August 19, 2019
<i>College of Communication, Fine Arts and Media</i>				
Cooper, Shelly	School of Music	Assistant Professor	Associate Professor	August 19, 2019
Logsdon, Cameron	School of Communication	Instructor	Lecturer	August 19, 2019
Morris, Melodae	School of Communication	Instructor	Lecturer	August 19, 2019
Nordman, Russell	School of the Arts	Associate Professor	Professor	August 19, 2019
Sandhoff, Bridget	Art and Art History	Assistant Professor	Associate Professor	August 19, 2019
St. Pierre Smith, Valerie	Theatre	Assistant Professor	Associate Professor	August 19, 2019
Toller, Paige	School of Communication	Associate Professor	Professor	August 19, 2019
VanNordstrand, Shelby	Music	Assistant Professor	Associate Professor	August 19, 2019
<i>College of Education</i>				
Baldwin, Jessica	Health and Kinesiology	Instructor	Lecturer	August 19, 2019
Dinkel, Danae	Health and Kinesiology	Assistant Professor	Associate Professor	August 19, 2019
Krehbiel, Christi	Teacher Education	Instructor	Lecturer	August 19, 2019
Leader-Janssen, Elizabeth	Special Education Communication Disorders	Associate Professor	Professor	August 19, 2019
Lemke, Jennifer	Teacher Education	Instructor	Lecturer	August 19, 2019
Lentfer, Victoria	Teacher Education	Instructor	Lecturer	August 19, 2019

2019 Promotions

University of Nebraska at Omaha

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Education (continued)</i>				
Nordness, Philip	Special Education Communication Disorders	Associate Professor	Professor	August 19, 2019
Zuniga, Jorge	Biomechanics	Assistant Professor	Associate Professor	August 19, 2019
<i>College of Information Science and Technology</i>				
Germonprez, Raymond Matthew	Information Systems and Quantitative Analysis	Associate Professor	Professor	August 19, 2019
Mahoney, William	Interdisciplinary Informatics	Associate Professor	Professor	August 19, 2019
<i>College of Public Affairs and Community Service</i>				
Bryan, Tara	Public Administration	Assistant Professor	Associate Professor	August 19, 2019
Lutte, Rebecca	Aviation	Assistant Professor	Associate Professor	August 19, 2019
Mancuso, Joseph	Public Administration	Instructor	Lecturer	August 19, 2019
Schwartz, Joseph	School of Criminology and Criminal Justice	Assistant Professor	Associate Professor	August 19, 2019
<i>UNO Libraries</i>				
Bishop, Katherine	Library	Assistant Professor	Associate Professor	July 1, 2019
Owens, Tammi	Library	Assistant Professor	Associate Professor	July 1, 2019
Schindler, Amy	Library	Assistant Professor	Associate Professor	July 1, 2019

Emeritus Appointments

7/1/2018 - 6/30/2019

University of Nebraska at Kearney

NAME	UNIT	EMERITUS RANK	EFFECTIVE DATE
Bauer, David	Music, Theatre and Dance	Professor	05/03/19
Carlson, Joseph, Jr.	Criminal Justice	Professor	05/03/19
Eshleman, Thomas	Accounting, Finance and Economics	Associate Professor	07/27/18
Fredrickson, Scott	Teacher Education	Professor	05/03/19
Mosig, Dirk	Psychology	Professor	05/24/19
Scantling, Edgar, III	Kinesiology and Sport Sciences	Professor	06/28/19
Scantling, Eve	Kinesiology and Sport Sciences	Senior Lecturer	05/10/19
Siedschlaw, Kurt	Criminal Justice	Professor	07/27/18
Taylor, Kenya	Communication Disorders	Professor	07/31/18
Trewin, Janet	Accounting, Finance and Economics	Professor	05/03/19

Emeritus Appointments

7/1/2018 - 6/30/2019

University of Nebraska-Lincoln

NAME	UNIT	EMERITUS RANK	EFFECTIVE DATE
Basolo, Alexandra	School of Biological Sciences	Professor	2/21/2019
Bockner, Linda	Nutrition and Health Sciences	Professor	8/11/2018
Bruning, Roger	Educational Psychology	Professor	8/11/2018
¹¹ Burge, Gertrudy	College of Journalism and Mass Communications	Assistant Professor of Practice	5/12/2018
Carrell, Thomas	Special Education and Communication Disorders	Associate Professor	5/4/2019
Cohen, Myra	Computer Science and Engineering	Professor	8/11/2018
Dwyer, Matthew	Computer Science and Engineering	Professor	8/11/2018
Fuller, Craig	School of Art, Art History and Design	Professor	5/11/2019
Gentry, James	Marketing	Professor	5/11/2019
Kaye, Frances	English	Professor	8/11/2018
Larsen, Phyllis	College of Journalism and Mass Communications	Professor of Practice	5/11/2019
Lenich, John	College of Law	Professor	5/11/2019
Mamiya, Christin	School of Art, Art History and Design	Professor	5/11/2019
Mitchell, Nancy	College of Journalism and Mass Communications	Professor	5/11/2019
Molfese, Dennis	Psychology	Professor	8/11/2018
Molfese, Victoria	Nebraska Center for Research on Youth, Family and Schools	Professor	8/11/2018
Robertson, Brian	Mechanical and Materials Engineering	Professor	5/11/2019

¹¹ Omitted from prior report.

Emeritus Appointments

7/1/2018 - 6/30/2019

University of Nebraska-Lincoln

NAME	UNIT	EMERITUS RANK	EFFECTIVE DATE
Sash, Roger	Electrical and Computer Engineering	Associate Professor	5/11/2019
Snyder, Paul	Electrical and Computer Engineering	Associate Professor	5/11/2019
Stansbury, John	Civil Engineering	Associate Professor	8/12/2018
Sutton, Richard	Architecture	Professor	7/1/2018
Walters, Janet	Center on Children, Families and the Law	Professor	7/11/2018
Wolfe, Judith	Libraries	Professor	1/1/2019

Emeritus Appointments

7/1/2018 - 6/30/2019

University of Nebraska-Lincoln IANR

NAME	UNIT	EMERITUS RANK	EFFECTIVE DATE
Brink, Dennis	Animal Science	Professor	March 1, 2019
Dewald, Scott	Nebraska Forest Service	Associate Professor	October 2, 2018
Doster, Alan	Veterinary and Biomedical Sciences	Professor	July 1, 2018
Garbacz, Mary	Agricultural Leadership Education and Communication	Professor	September 1, 2018
Graybosch, Robert	Agronomy and Horticulture	Professor	January 1, 2019
Hancock, Connie	Cooperative Extension Division	Extension Educator	October 1, 2018
Hart, Jeffrey	Cooperative Extension Division	Extension Educator	September 1, 2018
Meyer, George	Biological Systems Engineering	Professor	October 1, 2018
Pearman, Susan	Cooperative Extension Division	Extension Educator	April 1, 2019
Royer, Jeffrey	Agricultural Economics	Professor	February 23, 2019
Steadman, James	Plant Pathology	Professor	June 1, 2019
Terry, Roger	Agricultural Leadership Education and Communication	Professor	July 1, 2018
Vonderohe, Ruth	Cooperative Extension Division	Extension Educator	March 1, 2019

Emeritus Appointments

7/1/2018 - 6/30/2019

University of Nebraska Medical Center

NAME	UNIT	EMERITUS RANK	EFFECTIVE DATE
Anderson, Rebecca	Health Promotion	Associate Professor	January 3, 2019
Baldwin, Jeffrey	Pharmacy Practice and Science	Professor	January 1, 2019
Buehler, Bruce	Pediatrics, Munroe-Meyer Institute Genetic Medicine	Professor	July 1, 2018
Christensen, Gerald	Ophthalmology and Visual Sciences	Professor	July 1, 2018
Cramer, Mary	College of Nursing - Omaha Division	Professor	September 1, 2018
Fletcher, Courtney	College of Pharmacy	Dean	January 10, 2019
Hill, Jeffrey	Family Medicine	Associate Professor	July 1, 2018
Kessinger, Margaret	Internal Medicine	Professor	July 1, 2018
Krobot, Charles	Pharmacy Practice and Science	Assistant Professor	July 1, 2018
Lange, Brian	Oral Biology	Professor	April 2, 2019
Larsen, Paul	Pediatrics	Professor	July 1, 2018
Leuenberger, Donald	Business and Finance	Special Assistant to the Chancellor	January 5, 2019
McComb, Rodney	Pathology and Microbiology	Professor	January 16, 2019
Miller, Connie	College of Nursing - Omaha Division	Associate Professor	July 1, 2018
Moore, Timothy	Radiology	Professor	July 1, 2018
Peters, K. Reed	Anesthesiology	Professor	July 1, 2018
Pudwill, Myron	Adult Restorative Dentistry	Professor	July 1, 2018
Reinhardt, John	Adult Restorative Dentistry	Professor	May 3, 2019
Rozanski, George	Cellular and Integrative Physiology	Professor	July 1, 2018

Emeritus Appointments

7/1/2018 - 6/30/2019

University of Nebraska Medical Center

NAME	UNIT	EMERITUS RANK	EFFECTIVE DATE
Schafer, Daniel	Internal Medicine	Professor	July 1, 2018
Sherman, Simon	Eppley Institute	Professor	March 2, 2019
Twiss, Janice	College of Nursing - Omaha Division	Associate Professor	January 4, 2019
Weber, Rita	College of Nursing - Kearney Division	Instructor	September 1, 2018

Emeritus Appointments

7/1/2018 - 6/30/2019

University of Nebraska at Omaha

NAME	UNIT	EMERITUS RANK	EFFECTIVE DATE
Coufal, Kathy	Education	Professor	May 11, 2019
¹² Heidel, Jack	Mathematics	Professor	May 13, 2017
Lomneth, Richard	Chemistry	Professor	May 11, 2019
Nash, Robert	Library	Professor	August 1, 2019
Pol, Louis	Business Administration	Dean	August 17, 2019
Reed, Burton J.	Public Administration	Professor	June 1, 2019
Reed, Chris	Public Administration	Professor	May 11, 2019
Smith, Pamela	Goodrich Scholarship Program	Professor	December 15, 2018
Wang, Zhenyuan	Mathematics	Professor	May 11, 2019

¹² Omitted from prior report.

TO: The Board of Regents
Academic Affairs

MEETING DATE: October 25, 2019

SUBJECT: Leaves of Absence for the reporting period July 1, 2018 through
June 30, 2019


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 Bounds and Interim President Fritz 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: David S. Jackson
Interim Executive Vice President and Provost

APPROVED: 
Susan M. Fritz, Interim President
University of Nebraska

DATE: September 27, 2019

Addendum IX-D-2

Members of the public and news media may obtain a copy of 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
Academic Affairs

MEETING DATE: October 25, 2019

SUBJECT: Periodic Review of Multi-Departmental Academic Centers for Research, Teaching, and/or Service

RECOMMENDED ACTION: Report

PREVIOUS ACTION: October 3, 2018 – The Multi-Departmental Academic Centers for Research, Teaching, and/or Service that were reviewed in 2017 were reported to the Board of Regents

EXPLANATION: Section 2.11 of the *Bylaws of the Board of Regents* requires the President to conduct periodic reviews of all Multi-Departmental Academic Centers for Research, Teaching and/or Service on a timetable appropriate to the nature of the center but not less frequently than every seven years, and report the results of periodic reviews to the Board of Regents.

This report lists the Multi-Departmental Academic Centers for Research, Teaching and/or Service that were reviewed in 2017-2019, and includes the results of these periodic reviews.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED:



David S. Jackson
Interim Executive Vice President and Provost

DATE: September 27, 2019

**Campus Reviews of University of Nebraska Academic/Research Centers: 2017-2019
[Board of Regents Report Review Year: 2019]**

Center Name	Date Established	Affiliated Unit(s)	Review Process	Recommendation	Next Report (Year)
UNL					
Center for Electro Optics	1987	Office of Research & Economic Development (ORED)	External review every 7 years	Continue	2026
Mid-America Transportation Center	1995	College of Engineering (CoE)	External review by CoE every 7 years	Continue	2026
Nebraska Redox Biology Center (with UNMC)	2003	ORED, Agricultural Research Division (ARD), and College of Arts & Sciences (A&S)	External review by ORED and ARD every 5 years	Continue	2024
Nebraska Transportation Center	2006	CoE	External review by CoE every 7 years	Continue	2026
Greenhouse/Plant Growth Facilities	—	Institute of Agriculture & Natural Resources (IANR) and ARD	External review by ARD every 7 years	Continue	2026
Plant Phenomics Facility	—	IANR and ARD	External review by ARD every 7 years	Continue	2026
UNMC					
Center for Reducing Health Disparities	2014	College of Public Health (CoPH) and Vice Chancellor for Research (VCR)	Research Resources Board Review with Vice Chancellor for Research (VCR)	Continue	2026
UNMC Next Generation DNA Sequencing Core	—	VCR	External review by VCR every 7 years	Continue	2026

Review Summary
Center for Electro-Optics and Functionalized Surfaces
External Review: April 28-30, 2019
(Report Date: July 11, 2019)

An external scientific review of the Center for Electro-Optics and Functionalized Surfaces (CEHS) was conducted on April 28-30, 2019. The review team membership* was composed of external faculty peers with scientific expertise pertinent to the Center research focus, and an internal UNL faculty member to provide institutional context.

Center Mission: The mission of the Center for Electro-Optics and Functionalized Surfaces (CEHS) is to provide faculty, students, and industry in the State of Nebraska and the Nation with a globally recognized Center in metallic surface functionalization and ultrafast surface characterization (pump-probe).

Assessment: Center strengths include its highly respected faculty and their national and international collaborations that have resulted in a long history of research excellence. The Center trains highly qualified and sought after students, and has outstanding equipment. The Center does not have sustained external funding from large federally funded programs nor any business plan. Institutional financial support is low with no means of returning indirect costs to the Center. It will be important to better integrate the new generation of manufacturing science moving forward. Needed improvements relate to the cohesiveness of Center space, personnel support for equipment operation, and access to computational support and some equipment. Opportunities exist for increased technology transfer.

Recommendations: The review committee concluded that multidisciplinary growth goals of the Center are realistic given demonstrated strengths and new collaborations already underway. The committee recommended the Center work with UNL to create a strong research and leadership roadmap that scientifically charts the course for the Center to obtain large federally funded grants, and administratively establishes a clear Center financial plan including considering a mechanism for indirect cost return to the Center. Additional recommendations include adding maintenance staff to manage equipment, hiring postdoctoral fellows to accelerate research areas defined by the roadmap, addressing access to UNL computing resources and laser equipment, and evaluating the scalability potential for commercialization. Center status should be retained as the Center works to chart its roadmap for larger-scale research excellence.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Center Director and the UNL College of Engineering, which oversees the Center. These units will work together in the coming year to ensure consideration and implementation of the recommendations, and will collaborate with the Office of Research and Economic Development as needed in doing so.

***Team Membership:** **Matthieu Baudalet, Ph.D.**, Assistant Professor, Chemistry Department and National Center for Forensic Science, University of Central Florida; **Yogendra Joshi, Ph.D.**, John M. McKenney and Warren D. Shiver Distinguished Chair and Professor, G.W. Woodruff School of Mechanical Engineering, Georgia Institute of Technology; and **Joseph Turner, Ph.D.**, Robert W. Brightfelt Professor of Mechanical and Materials Engineering, Director of the Nano-Engineering Research Core Facility, University of Nebraska-Lincoln.

Review Summary
Mid-America Transportation Center
External Review: June 17-20, 2019
(Report Date: July 15, 2019)

An external scientific review of the Mid-America Transportation Center (MATC) was conducted on June 17-20, 2019. The review team membership* was composed of external faculty peers with scientific and administrative expertise pertinent to the Center focus, and an internal UNL faculty member to provide institutional context.

Center Mission: The MATC mission is to develop and integrate the knowledge and tools necessary to make a substantive improvement in transportation safety in the states of Nebraska, Iowa, Kansas, and Missouri, and across the nation. The theme of MATC is improving safety and minimizing risk associated with increasing multi-modal freight movements on the U.S. surface transportation system.

Assessment: MATC has a clear vision, strong leadership and team, and great record of accomplishments. The Center also has good mechanisms for engaging its advisory board and regional partners, including transportation agencies, research institutions, private industry, and non-profit organizations to jointly address regional transportation challenges. Several of MATC's outstanding research, technology transfer, and outreach activities include the Midwest Roadside Safety Facility (MwRSF) solutions, and the Nebraska Commission on Indian Affairs/MATC Sovereign Native Youth STEM Leadership Academy. While MATC has many strengths, communication and knowledge sharing among associated faculty, staff, and student researchers can be enhanced. Further, the MwRSF Outdoor Proving Ground can pursue more research opportunities and bring in more funding if appropriate faculty can be attracted to work with the existing team.

Recommendations: Center status should be retained. Strategic faculty hiring to bolster the already strong MwRSF team should be considered in order for the facility to reach capacity to take advantage of more research opportunities. Related equipment investment will likely be required to support new research areas of new faculty hires, such as connected and autonomous vehicles. The review committee recommends enhancing communication and knowledge sharing among MATC associated faculty, staff, and students through collaborative opportunities, such as an event at which students meet and learn about each other's research. Recommendations related to improved communication of Center accomplishments and to enhanced partnership with NUtech Ventures were discussed in the Nebraska Transportation Center Review Summary and will benefit MATC as well.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Center Director and the UNL College of Engineering, which oversees the Center. These units will work together in the coming year to ensure consideration and implementation of the recommendations, and will collaborate with the Office of Research and Economic Development as needed in doing so.

***Team Membership:** Mashrur "Ronnie" Chowdhury, Ph.D., P.E., F.ASCE., Eugene Douglas Mays Professor of Transportation, Director of the USDOT Center for Connected Multimodal Mobility, Clemson University; David Noyce, Ph.D., P.E., F.ASCE, Dr. Arthur F. Hawann Professor and Chair, Department of Civil and Environmental Engineering, University of Wisconsin-Madison; Yin Hai Wang, Ph.D., P.E., Professor of Civil and Environmental Engineering, Director of the USDOT University Transportation Center for Federal Region 10, University of Washington; and Michael Nastasi, Ph.D., Elmer Koch Professor of Mechanical and Materials Engineering, Director of the Nebraska Center for Energy Sciences Research, University of Nebraska-Lincoln.

Review Summary
Nebraska Redox Biology Center
External Review: May 8-11, 2017
Report Date: June 13, 2017

An External Review of the Redox Biology Center was conducted along with a Review of the UNL Department of Biochemistry on May 8 – 11, 2017. The review team membership* was composed of faculty and administrators from the University of Massachusetts, Amherst, Virginia Tech, Uniformed Services University, Ohio State University, and the Medical University of South Carolina.

Center Mission: The Redox Biology Center (RBC) was founded and continuously funded from 2002-2017 as a National Institutes of Health Center of Biomedical Research Excellence (CoBRE). The RBC is organized as a broad-based interdisciplinary and multi-institutional entity involving researchers from UNL and UNMC. The major goals of the Center have been to: 1) Mentor new faculty hires to independent success in funding and scholarly activities; 2) Increase research capabilities, innovation, and extramural funding in the Center; 3) Strengthen research training and education in redox biology; and 4) Graduate from IDEa program funding as a self-sustainable center of research excellence in redox biology.

Assessment: Over the previous 15 years, the RBC has facilitated tremendous growth through scientific focus, faculty recruitment and retention, and core facility development. Faculty in the RBC have developed a national presence in redox biology, advanced the biomedical research landscape in Nebraska, and energized the research culture toward interdisciplinary, thematic, and collaborative research. The RBC has developed into an internationally recognized research brand for UNL. The RBC is tightly integrated with the Department of Biochemistry. A particular timely and short-term issue is to handle the funding end date for the RBC CoBRE grant, which creates financial challenges, but also will influence the identity of the Department of Biochemistry.

Recommendations: As the RBC CoBRE grant concludes, the immediate question for both the University Administration and the Department of Biochemistry is whether loss of the Center will adversely impact national reputation. It is worth reflecting that the Redox Center is one of only a handful of such entities, a factor that contributes to its extremely high profile. Discontinuation of this established brand would almost certainly have a negative impact on reputation, recruitment, and grant funding potential for the University of Nebraska. Moreover, many of the existing faculty associate strongly with and have allegiance to the Center. In this regard, center status should be retained, and continued commitments from the University could assist in maintaining the Redox Center in the national spotlight.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Leadership Team of the Agricultural Research Division, who will collaborate with the Office of Research and Economic Development as needed. Hiring decisions are vested in the senior leadership of IANR; the administrative leadership team formally reviews unit and center progress on a yearly basis during unit planning and evaluation sessions, with additional meetings scheduled quarterly.

***Team Membership: External Reviewers:** **Peter Kennelly**, Professor and Former Chair, Department of Biochemistry, Virginia Tech; **Jennifer Normanly**, Professor and Head, Department of Biochemistry and Molecular Biology, University of Massachusetts, Amherst; **Joseph Krzycki**, Professor, Department of Microbiology, The Ohio State University; **Teresa Dunn-Giroux**, Professor and Chair, Biochemistry, Department of Molecular and Cell Biology, Uniformed Services University; **Kenneth Tew**, Professor and Chair, Department of Cell and Molecular Pharmacology, Medical University of South Carolina.

Review Summary
Nebraska Transportation Center
External Review: June 17-20, 2019
(Report Date: July 15, 2019)

An external scientific review of the Nebraska Transportation Center (NTC) was conducted on June 17-20, 2019. The review team membership* was composed of external faculty peers with scientific and administrative expertise pertinent to the Center focus, and an internal UNL faculty member to provide institutional context.

Center Mission: Since its inception in 2006, the overall objective of the NTC has been to be the premier transportation program in the Midwest and one of the leading transportation centers in the nation. The faculty and staff of NTC are dedicated to pursuing excellence in research, education, technology transfer, and outreach.

Assessment: NTC is very well respected, mature, and sustainable. Research infrastructure is uniquely strong, particularly the Midwest Roadside Safety Facility (MwRSF), which collaborates broadly and generates widely implemented safety solutions. Realizing significant additional Center growth potential will require addressing some needs. Lack of appropriate staff and time has resulted in MwRSF and other programs not pursuing or turning down opportunities. Faculty number and areas of expertise are not sufficient to support future growth. Additional equipment will be needed to pursue promising new areas. Exclusive use of a service center model to fund Center administrative staff is problematic. Communication between the Director and staff, to affiliated faculty, and to the broader scientific community and public needs improved. More industry funding can be pursued.

Recommendations: Center status should be retained. The growth goals of the Center are appropriate and potentially achievable with the existing strengths of the NTC, particularly if a clear and shared vision is developed, and significant Department/ College/University investment made. Strategic hiring in transportation data science; connected and autonomous vehicles; and smart infrastructure and computational mechanisms should be considered, with related equipment investment to support these new research areas. It is recommended a "chief-of-staff" be hired or designated; the Department/College provide some staffing support in the areas of administration, communications, and financing; and the Director have regular staff meetings to improve team operation. Investment in a comprehensive communication plan is recommended to maintain and promote Center visibility and recognition. The Center should partner more with NUtech Ventures to strengthen private sector partnerships.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Center Director and the UNL College of Engineering, which oversees the Center. These units will work together in the coming year to ensure consideration and implementation of the recommendations, and will collaborate with the Office of Research and Economic Development as needed in doing so.

***Team Membership:** Mashrur "Ronnie" Chowdhury, Ph.D., P.E., F.ASCE., Eugene Douglas Mays Professor of Transportation, Director of the USDOT Center for Connected Multimodal Mobility, Clemson University; David Noyce, Ph.D., P.E., F.ASCE, Dr. Arthur F. Hawnn Professor and Chair, Department of Civil and Environmental Engineering, University of Wisconsin-Madison; Yinhai Wang, Ph.D., P.E., Professor of Civil and Environmental Engineering, Director of the USDOT University Transportation Center for Federal Region 10, University of Washington; and Michael Nastasi, Ph.D., Elmer Koch Professor of Mechanical and Materials Engineering, Director of the Nebraska Center for Energy Sciences Research, University of Nebraska-Lincoln.

Review Summary
Plant Growth and Phenotyping Facilities

External Review: April 2 – 5, 2019
Report Date: April 26, 2019

An External Review of the UNL Plant Growth and Phenotyping Facilities (PGPF) was conducted on April 2 – 5, 2019. The review team membership* was composed of faculty, staff and administrators from the University of Adelaide, Purdue University, North Dakota State University, University of Arizona and the Donald Danforth Plant Science Center with similar research infrastructure and provision of services to the UNL PGPF.

Core Facilities Mission: Provide faculty and their teams access to state-of-the-art greenhouse, growth chamber, and plant phenotyping facilities, as well as professional support and training in use of these facilities, to advance research discoveries, education, and extension programs, and contribute to the University of Nebraska and the Institute of Agriculture and Natural Resources (IANR) mission for resilient food systems.

Assessment: The External Review Team (ERT) commended UNL Agricultural Research Division for encouraging a thorough and transparent review, bringing together key staff and stakeholders in the PGPF. UNL is positioning itself at the forefront of innovation in these areas. UNL has embarked on the process of consolidating facilities to promote operational efficiency and heighten the quality of facilities and services offered. UNL controlled-environment facilities have been well-operated and maintained by highly dedicated and professional staff, and UNL faculty with excellent expertise in biology and engineering have been actively leveraging the world-class phenotyping systems in their research. UNL is rich in expertise and experience in controlled-environment facility operation and plant phenomics, and is well on its way to establishing itself as a leading institution in plant phenomics in the world.

Recommendations: The Review Team (ERT) focused their observations on the following: 1) status of the facilities and opportunities for improvement and/or renovation; 2) the policies and procedures in facility operations and management, safety and regulatory issues, management and professional development opportunities; 3) the overall phenotyping system management and operation; 4) long-term sustainability of the overall phenomics-related investment and research. **Plant Growth Facilities:** East campus plant growth facilities used for research and teaching need to be replaced as there are significant safety risks for staff and users and to the facility itself. NIC is the only greenhouse facility considered "research-grade", but is only dedicated to phenotyping-related research. The skill and experience of PGF/Phenomics staff is a major asset for UNL. Dedication and care shown by staff members for their work and responsibilities is strong. It is recommended UNL leadership further support these staff in their enforcement of safety and other policies and procedures, including investing in furthering their professional and soft skill development. **Phenotyping Facilities:** UNL has all the components to become a world-leader in plant phenotyping: excellent hardware, world class crop scientists, complementary expertise in engineering, statistics, data management and computer vision. Turning those components into an effective phenotyping program only requires some fine tuning. Basic image analysis needs to become part of the phenotyping service portfolio and handled by a research faculty member or staff employed in a service/professional role.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Leadership Team of the Agricultural Research Division and the Office of Research and Economic Development. Hiring decisions are vested in the senior leadership of IANR; the administrative leadership team formally reviews unit and center progress on a yearly basis during unit planning and evaluation sessions, with additional meetings scheduled quarterly.

***Team Membership: External Reviewers:** Kevin Reilly, Manager, Plant Growth Facility, Donald Danforth Plant Science Center; Yang Yang, Director, Digital Phenomics Controlled Environment Phenotyping Facility, Purdue University; Pedro Andrade Sánchez, Associate Specialist, Agricultural Biosystems Engineering, University of Arizona; Bettina Berger, Scientific Director, The Plant Accelerator, School of Agriculture, Food and Wine, The University of Adelaide; Julie Hochhalter, Greenhouse Manager, Research Greenhouse Complex, North Dakota Agricultural Experiment Station, North Dakota State University.



UNMC Center for Reducing Health Disparities
External Review February 2019
(Report Date: April 8, 2019)

An External Review of the UNMC Center for Reducing Health Disparities was conducted on February 27, 2019. The review team membership* was composed of UNMC faculty and was led by the UNMC Office of Research.

Center Mission: To promote equity and social justice in health and health care by leading collaborative efforts to generate and disseminate evidence-based, policy-relevant solutions.

The Goals of the Center are to:

1. Enhance the role of UNMC in addressing disparities in health outcomes among Nebraskans through consistent community engagement, partnerships, and advocacy.
2. Promote translational research that would help reduce disparities in health status and health care at the local, state, national, and global levels.
3. Support UNMC's education initiatives in health disparities.
4. Diversify the sources of funding support for the Center and gradually reduce its dependence on internal support from UNMC.

Assessment:

The goals of the center and the mission remain very important to UNMC and the state. Accomplishments include community projects, publications, and grant funding. The center continues to maintain and grow a portfolio of projects, many of which are internally funded from within the University system, but some with external funding. A number of pilot projects continue to be launched. Throughout the first five years, and projected into the next five years, consistent funding persists. The center has been successful at implementing research-based programs in the Latino and African American (AA) communities in the Omaha area and has staff from the communities targeted by outreach efforts. However, at present the Center seems Omaha-centric and does not include collaborations with the Nebraska Native American population. It was hard to discern Activities / Outcomes / and Metrics by specific goals of the center. For example, the Center mentions hosting a summer internship program to engage minority youth to introduce them to medicine and public health to diversify the Nebraska's healthcare workforce; however, no outcomes are reported. Lastly, the Center designation document references a faculty advisory board (FAB) however the December 2018 self-study report does not mention an FAB.

Recommendations:

Center status should be retained with a focus on expansion to urban and rural domains throughout the state. This is an area of tremendous opportunity, and it would be ideal if the center could continue to lead in the area through expansion in funding as well as scope. Ideally external funding will become a larger proportional source of funding. In addition, expansion of personnel actively involved in the center, particularly from the Native American community is recommended. Lastly, a comprehensive evaluation plan with Activities / Outcomes / and Metrics should be identified by goals and a faculty advisory board should be established that meets on a regular basis.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Center Director, Dr. Dejun Su as well as Dr. Paul Estabrooks, Chair Department of Health Promotion and should be reviewed every 6 months.

***Team Membership:** Christopher J. Kratochvil, M.D., Associate Vice Chancellor for Clinical Research, UNMC
Lani Zimmerman, PhD, Professor, College of Nursing, UNMC



UNMC Next Generation DNA Sequencing (NGS) Core Facility

External Review May 20, 2019

(Report Date: May 29, 2019)

An External Review of the UNMC Next Generation DNA Sequencing (NGS) Core Facility was conducted on May 20, 2019. The review team membership* was composed of faculty external to the NU system with experience in core facility operations and molecular biologists/geneticists.

Core Description: The UNMC Genomics Core Facility is a comprehensively equipped facility that provides genomic services on a fee-for-use basis to the greater academic research community in the University of Nebraska system as well as academic researchers located at other regional colleges and universities. These researchers are involved in a wide variety of scientific projects of both biomedical and basic science relevance. The core provides both Next Generation DNA and traditional Sanger sequencing services.

Assessment: Workforce: The NGS workforce (5 FTE) has many years of experience indicating a strong management structure and job satisfaction within the team. Publication and collaboration initiatives reflect a cooperative relationship with the Director, Jim Eudy, Ph.D, and other researchers and cores internal and external to the NU system. Technology: The facility has optimized its physical footprint, successfully retired under-utilized or outdated equipment, and operationalized new instrumentation. Nebraska Research Initiative (NRI) funding enabled the core to acquire a new instrument in 2018 for targeted gene expression studies. Customer Base: The NGS core facility currently researchers at UNMC, UNL, UNO and a number of academic research institutions outside of the University of Nebraska system. The 2018 UNMC user satisfaction survey demonstrated 92% cost satisfaction and 100% service satisfaction. Operational Support: The facility has been well supported by the institution and the facility achieves 60% expense recovery through user fees. However, the NGS facility is relies heavily on continued NRI support for both operational support and instrumentation. If support sources are reduced (NRI funding or Center grant funding represent 31% of the annual operating budget), leadership should strongly assess user fees and the impact of higher fees on the NU research community.

Recommendations: Strategic Plan: Develop a technical and financial 3-5 year strategic plan based on real or projected changes to Center Grant Programs (e.g. COBRE), NRI funding, and end-user technology needs. Development of an engaged technology advisory committee to vet new technologies and services should be considered for investments. Outsourcing should be considered for evaluating the user base for new, expensive technologies. If institutional support declines, consider the impact to the research community of increased user fees – including the potential ramifications of sending samples to external vendors without the expertise of the NGS staff which could impact study design and scientific rigor & reproducibility. Outreach: Continue to participate UNMC Core Fair, INBRE & COBRE annual meetings, and lectures to promote core services. Host or give educational seminars that feature current services as a means of growing the user base at UNK, UNL, and UNO, as appropriate. Workforce Development: Continuing education for the core staff should continue to be encouraged and the administration should ensure that sufficient funding is available. As technologies change, core facility staff should have the opportunity to retain their expert status and evolve along with the field.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Center Director Jim Eudy, Ph.D., and Director of Research Resources Tess Kuenstling, Ph.D., in cooperation with the facility faculty advisory committee.

***Team Membership:** Julie Auger, Executive Director, Research Core Facilities Program, University of California Davis; Stefan Green, Ph.D. Director, Sequencing Core; Associate Director Research Resources Center, University of Illinois at Chicago; Kevin Knudtson, Ph.D. Director, Genomics Division, Iowa Institute of Human Genetics, University of Iowa; Karen Staehling, Ph.D. Head, Molecular Biology, Stowers Institute for Medical Research

TO: The Board of Regents Addendum IX-D-4

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Quarterly Status of Capital Construction Projects

RECOMMENDED ACTION: Reports

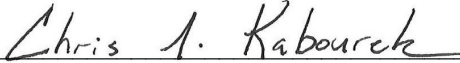
EXPLANATION: Summary reports of projects are submitted to fulfill the requirements of R.P.6.3.6.2.e and R.P. 6.3.6.4 and as required by state statute. Inclusion in the reporting commences with Board of Regents approval and ends one year following substantial completion.

The reports contain the campus and project name, designer and contractor, contracting method, contract status, project phase, and approved budget categories for the period ending June 30, 2019.

The reports are available at:

<https://nebraska.edu/-/media/projects/unca/offices-policies/business-and-finance-office/docs/facilities/reports/2019-06-30QuarterlyStatusOfCapitalConstructionProjects.pdf>

SPONSOR: Brooke A. Hay
Interim Associate Vice President for Facilities Management

RECOMMENDED: 
Chris J. Kabourek
Vice President for Business and Finance | CFO

DATE: September 26, 2019

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 30, 2019

KEARNEY

Nebraskan Student Union Remodel

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
3/31/2017									\$4,889,700	
Construction Start:	12/15/2017		Schemmer Associates, Inc.	5/30/2017	\$392,900	3	\$61,155	A/E Four Year Consultant	Non Construction:	\$1,110,300
Construction Complete:	8/1/2018	9/6/2018	Hausmann Construction	8/16/2017	\$4,648,490	4	(\$339,490)	CM at Risk	Total Project Cost:	\$6,000,000
Phase:	Warranty								% funds expended:	89%
									Funding Source	
									Auxiliary	\$1,000,000
									Revenue Bonds	\$5,000,000
									Total Funding	\$6,000,000

Otto Olsen Replacement Building (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
1/27/2017									\$24,276,500	
Construction Start:	5/30/2018		BCDM Architects	4/18/2017	\$1,458,000			A/E Consultant Selection	Non Construction:	\$5,723,500
Construction Complete:	10/31/2019	4/16/2020	Hausmann Construction	6/22/2018	\$24,229,898	5	\$271,410	CM at Risk	Total Project Cost:	\$30,000,000
Phase:	Construction								% funds expended:	46%
									Funding Source	
									State Appropriations	\$30,000,000
									Total Funding	\$30,000,000

Plambeck Early Childhood Education Center (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
1/27/2017									\$6,305,000	
Construction Start:	8/28/2018		RDG Planning & Design	2/8/2017	\$545,000	2	\$105,400	A/E Four Year Consultant	Non Construction:	\$1,495,000
Construction Complete:	10/30/2019	9/2/2019	Hampton Enterprises	8/28/2018	\$5,088,365	3	\$214,646	Low Responsible Bid	Total Project Cost:	\$7,800,000
Phase:	Construction								% funds expended:	55%
									Funding Source	
									Private/Trust	\$1,000,000
									Revolving	\$4,800,000
									State Appropriations	\$2,000,000
									Total Funding	\$7,800,000

Storm & Sanitary Sewer Replacement

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/11/2017									\$3,000,000	
Construction Start:	5/15/2018		Olsson Associates	8/25/2017	\$105,500			A/E Four Year Consultant	Non Construction:	\$3,000,000
Construction Complete:	5/15/2019	9/17/2018	Midlands Contracting, Inc.	6/13/2018	\$1,162,710	4	(\$17,389)	Low Responsible Bid	Total Project Cost:	\$3,000,000
Phase:	Warranty								% funds expended:	48%
									Funding Source	
									Campus Funds	\$3,000,000
									Total Funding	\$3,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 30, 2019

KEARNEY

Village Flats (Student Housing)

BoR Schedule Dates		Contracts						Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	
	4/10/2015								Construction: \$14,000,000
Construction Start:	1/11/2017		Holland Basham Architects	10/5/2015	\$1,089,836			A/E Consultant Selection	Non Construction: \$2,000,000
Construction Complete:	7/1/2018	7/23/2018	Hausmann Construction	1/11/2017	\$13,591,094	11	\$228,268	CM at Risk	Total Project Cost: \$16,000,000
Phase: Warranty									% funds expended: 100%
									Funding Source
									Revenue Bonds \$4,000,000
									Revenue Bonds \$12,000,000
									Total Funding \$16,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 30, 2019

LINCOLN

C.Y. Thompson Dinsdale Family Learning Commons

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
9/19/2014									\$16,877,000	
Construction Start:	7/1/2019		DLR Group Inc	2/11/2015	\$1,260,000	1	\$78,500	A/E Consultant Selection	Non Construction:	\$5,623,000
Construction Complete:	11/30/2020		Contractor TBD					Low Responsible Bid	Total Project Cost:	\$22,500,000
Phase:	Design								% funds expended:	7%
									Funding Source	
									Private/Trust	\$20,000,000
									Campus Funds	\$2,500,000
									Total Funding	\$22,500,000

Carson Center for Emerging Media Arts

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/5/2017									\$5,953,000	
Construction Start:	8/8/2018		HDR Architecture, Inc.	10/20/2017	\$600,000			A/E Four Year Consultant	Non Construction:	\$3,047,000
Construction Complete:	7/31/2019	8/5/2019	Hampton Enterprises	8/9/2018	\$4,676,290	5	\$374,701	Low Responsible Bid	Total Project Cost:	\$9,000,000
Phase:	Construction								% funds expended:	55%
									Funding Source	
									Private/Trust	\$9,000,000
									Total Funding	\$9,000,000

Cather and Pound Halls and Dining Demolition

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
11/18/2016									\$6,633,900	
Construction Start:	6/5/2017		Olsson Associates	9/20/2016	\$47,000	5	\$52,733	A/E Four Year Consultant	Non Construction:	\$666,100
Construction Complete:	5/15/2018	5/1/2018	Ark Wrecking	6/5/2017	\$3,234,000	1	\$49,320	Low Responsible Bid	Total Project Cost:	\$7,300,000
Phase:	Warranty								% funds expended:	77%
									Funding Source	
									Revenue Bonds	\$7,300,000
									Total Funding	\$7,300,000

Devaney Sports Center Gymnastics Training Facility

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/11/2017									\$11,583,000	
Construction Start:	8/1/2018		The Clark Enersen Partners	10/23/2017	\$896,000			A/E Consultant Selection	Non Construction:	\$2,493,000
Construction Complete:	12/1/2019	12/4/2019	Hausmann Construction	7/31/2018	\$11,059,000	5	(\$91,172)	Low Responsible Bid	Total Project Cost:	\$14,076,000
Phase:	Construction								% funds expended:	50%
									Funding Source	
									Auxiliary	\$14,076,000
									Total Funding	\$14,076,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 30, 2019

LINCOLN

Hamilton Hall 3rd Floor North Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
12/4/2018									\$2,838,000	
Construction Start:	12/30/2019		The Clark Enersen Partners	5/23/2019	\$243,000			A/E Four Year Consultant	Non Construction:	\$562,000
Construction Complete:	8/31/2020		Contractor TBD					Low Responsible Bid	Total Project Cost:	\$3,400,000
Phase:	Design								% funds expended:	41%
									Funding Source	
									Campus Funds	\$3,400,000
									Total Funding	\$3,400,000

Health Center & College of Nursing (UNMC/UNL)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
6/12/2015									\$32,797,000	
Construction Start:	11/10/2016		Alley Poyner Macchietto Architectu	11/23/2015	\$2,538,000	2	\$68,750	A/E Consultant Selection	Non Construction:	\$11,102,000
Construction Complete:	5/4/2018	5/25/2018	Hausmann Construction	11/10/2016	\$21,115,900	24	\$1,089,107	Low Responsible Bid	Total Project Cost:	\$43,899,000
Phase:	Warranty								% funds expended:	77%
									Funding Source	
									State Appropriations	\$8,400,000
									Auxiliary	\$6,000,000
									Facilities Corp	\$17,999,000
									Other	\$11,500,000
									Total Funding	\$43,899,000

Life Sciences Annex Gnotobiotic Vivarium Addition

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
12/4/2018									\$4,159,000	
Construction Start:	8/30/2019		The Clark Enersen Partners	12/10/2018	\$289,000			A/E Four Year Consultant	Non Construction:	\$841,000
Construction Complete:	7/30/2020		Contractor TBD					Low Responsible Bid	Total Project Cost:	\$5,000,000
Phase:	Design								% funds expended:	2%
									Funding Source	
									Private/Trust	\$5,000,000
									Total Funding	\$5,000,000

Loop Road Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/11/2017									\$2,685,000	
Construction Start:	5/1/2018		Olsson Associates	11/21/2017	\$149,125			A/E Four Year Consultant	Non Construction:	\$2,685,000
Construction Complete:	11/30/2018	8/31/2018	K2 Construction	5/18/2018	\$2,045,674	2	(\$48,331)	Low Responsible Bid	Total Project Cost:	\$2,685,000
Phase:	Warranty								% funds expended:	99%
									Funding Source	
									Auxiliary	\$2,685,000
									Total Funding	\$2,685,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of June 30, 2019

LINCOLN

Mabel Lee Hall Replacement Building (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
6/1/2017									\$36,450,000	
Construction Start:	10/1/2019		Sinclair Hille Architects	10/11/2017	\$2,450,000	1	\$307,846	A/E Consultant Selection	Non Construction:	\$9,550,000
Construction Complete:	5/1/2021		Contractor TBD					Low Responsible Bid	Total Project Cost:	\$46,000,000
Phase: Design									% funds expended:	4%
									Funding Source	
									State Appropriations	\$40,000,000
									Private/Trust	\$6,000,000
									Total Funding	\$46,000,000

Morrill Hall 4th Floor Redevelopment

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
6/12/2015									\$8,246,000	
Construction Start:	9/29/2017		Kenneth Hahn Architects	7/29/2016	\$1,150,000	4	\$150,205	A/E Consultant Selection	Non Construction:	\$3,187,000
Construction Complete:	6/29/2018	9/26/2018	Sampson Construction Company	9/23/2017	\$2,897,500	13	\$345,837	Low Responsible Bid	Total Project Cost:	\$11,433,000
Phase: Warranty		1/28/2019	Pacific Studio, Inc.	4/16/2018	\$4,407,184	5	\$158,556	Low Responsible Bid	% funds expended:	93%
									Funding Source	
									Private/Trust	\$11,433,000
									Total Funding	\$11,433,000

Nebraska East Union Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/5/2017									\$24,086,000	
Construction Start:	10/1/2018		RDG Planning & Design	3/20/2018	\$1,510,000	1	\$206,000	A/E Consultant Selection	Non Construction:	\$4,509,000
Construction Complete:	8/1/2020	6/5/2020	Hausmann Construction	10/17/2018	\$15,000	1	\$21,565,881	CM at Risk	Total Project Cost:	\$28,595,000
Phase: Construction									% funds expended:	29%
									Funding Source	
									Campus Funds	\$1,995,000
									Campus Funds	\$7,100,000
									Auxiliary	\$1,100,000
									Revenue Bonds	\$18,400,000
									Total Funding	\$28,595,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of June 30, 2019

LINCOLN

Scott Engineering Center Renovation & Link Replacement (LB957)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	8/3/2018	Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	\$64,226,000
Construction Start:	6/17/2019		RDG Planning & Design	11/30/2018	\$5,651,000			A/E Consultant Selection	Non Construction:	\$11,230,000
Construction Complete:	9/16/2022		Contractor TBD					CM at Risk	Total Project Cost:	\$75,456,000
Phase: Design									% funds expended:	2%
									Funding Source	
									Private/Trust	\$5,456,000
									State Appropriations	\$70,000,000
									Total Funding	\$75,456,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 30, 2019

MEDICAL CENTER

2016 Utility Energy Infrastructure Upgrade

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
1/29/2016									\$13,694,000	
Construction Start:	3/30/2016		Morrissey Engineering	1/26/2017	\$220,000	1	(\$69,000)	A/E Four Year Consultant	Non Construction:	\$1,306,000
Construction Complete:	5/15/2017	5/15/2017	Midwest Mechanical Contractors of	9/26/2016	\$1,313,600	2	\$17,802	Low Responsible Bid	Total Project Cost:	\$15,000,000
Phase: Warranty		11/15/2018	Sampson Construction Company	9/11/2017	\$1,500,000	1	\$62,751	Low Responsible Bid	% funds expended:	100%
		8/31/2016	Trane US Inc	3/30/2016	\$1,011,937	1	\$105,337	Low Responsible Bid		
		8/31/2016	Trane US Inc	4/6/2016	\$425,000			Low Responsible Bid		
									Funding Source	
									Facilities Corp	\$15,000,000
									Total Funding	\$15,000,000

Davis Global Center for Advanced Interprofessional Learning

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/9/2015									\$76,093,898	
Construction Start:	1/10/2017		The Clark Enersen Partners	3/7/2016	\$4,480,000	8	\$1,634,771	A/E Consultant Selection	Non Construction:	\$45,707,102
Construction Complete:	11/25/2018	12/15/2019	Sampson Construction Company	5/24/2017	\$60,633,000	35	\$9,979,540	Low Responsible Bid	Total Project Cost:	\$121,801,000
Phase: Construction		4/28/2017	Hausmann Construction	1/10/2017	\$1,794,000	4	\$323,394	Low Responsible Bid	% funds expended:	76%
									Funding Source	
									Private/Trust	\$79,870,000
									Federal	\$16,931,000
									State Appropriations	\$25,000,000
									Total Funding	\$121,801,000

Durham Outpatient Center Dentistry Clinic Expansion

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/3/2018									\$1,639,000	
Construction Start:			Schemmer Associates, Inc.	1/9/2018	\$82,560			A/E Four Year Consultant	Non Construction:	\$986,574
Construction Complete:		8/8/2020	Meyers-Carlisle-Leapley Constructio	3/13/2019	\$1,015,400	1	\$158,519	Low Responsible Bid	Total Project Cost:	\$2,625,574
Phase: Construction			Patterson Dental Supply, Inc.	11/6/2018	\$631,275			Sole Source	% funds expended:	58%
									Funding Source	
									Campus Funds	\$2,625,574
									Total Funding	\$2,625,574

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 30, 2019

MEDICAL CENTER

Williams Science Hall Renovation (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
6/1/2017									\$10,462,000	
10/1/2018			RDG Planning & Design	10/2/2017	\$602,000	1	\$164,000	A/E Consultant Selection	Non Construction:	\$2,211,000
5/31/2020		8/28/2020	Meco-Henne Contractors, Inc.	4/22/2019	\$9,321,000			Low Responsible Bid	Total Project Cost:	\$12,673,000
Phase: Design									% funds expended:	7%
									Funding Source	
									Private/Trust	\$2,673,000
									State Appropriations	\$10,000,000
									Total Funding	\$12,673,000

Wittson Hall Renovation & Wigton Heritage Center (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/11/2017									\$21,844,000	
11/1/2018			HDR Architecture, Inc.	10/13/2017	\$1,018,500			A/E Consultant Selection	Non Construction:	\$4,156,000
7/1/2021		12/2/2020	Hausmann Construction	2/26/2019	\$19,730,000			Low Responsible Bid	Total Project Cost:	\$26,000,000
Phase: Construction									% funds expended:	10%
									Funding Source	
									State Appropriations	\$18,000,000
									Private/Trust	\$8,000,000
									Total Funding	\$26,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 30, 2019

OMAHA

Arts & Sciences Hall Renovation (LB957)

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
10/5/2017									\$10,184,729		
Construction Start:	7/15/2018		Farris Engineering	2/13/2018	\$649,000			A/E Four Year Consultant	Non Construction:	\$1,815,271	
Construction Complete:	8/1/2020	7/31/2020	Meco-Henne Contractors, Inc.	10/9/2018	\$6,020,000	4	\$802,819	Low Responsible Bid	Total Project Cost:	\$12,000,000	
Phase:	Construction									% funds expended:	32%
										Funding Source	
										Revenue Bonds	\$12,000,000
										Total Funding	\$12,000,000

Biomechanics Research Building Addition

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
8/11/2017									\$9,751,800		
Construction Start:	5/1/2018		Schemmer Associates, Inc.	8/14/2017	\$648,000	3	\$76,069	A/E Four Year Consultant	Non Construction:	\$1,858,200	
Construction Complete:	9/1/2019	8/8/2019	Meyers-Carlisle-Leapley Constructio	1/22/2018	\$24,380	1	\$9,505,428	CM at Risk	Total Project Cost:	\$11,610,000	
Phase:	Construction									% funds expended:	61%
										Funding Source	
										Private/Trust	\$11,610,000
										Total Funding	\$11,610,000

Durham Science Center Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
12/4/2018									\$14,364,000		
Construction Start:	5/31/2020		Consultant TBD					A/E Consultant Selection	Non Construction:	\$5,636,000	
Construction Complete:	8/30/2022		Contractor TBD					CM at Risk	Total Project Cost:	\$20,000,000	
Phase:	Planning									% funds expended:	1%
										Funding Source	
										Private/Trust	\$20,000,000
										Total Funding	\$20,000,000

Mammel Hall Addition

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
10/3/2018									\$12,849,000		
Construction Start:	9/1/2019		Contractor TBD					Design-Build	Non Construction:	\$4,151,000	
Construction Complete:	4/1/2021								Total Project Cost:	\$17,000,000	
Phase:	Planning									% funds expended:	4%
										Funding Source	
										Private/Trust	\$17,000,000
										Total Funding	\$17,000,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of June 30, 2019

OMAHA

Munroe-Meyer Institute Facility Replacement (LB957)

BoR Schedule Dates		Contracts					Approved Budget				
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
3/29/2019									\$38,221,000		
Construction Start:	6/1/2019		Altus Architectural Studios	9/14/2018	\$2,389,932			A/E Consultant Selection	Non Construction:	\$46,864,210	
Construction Complete:	6/1/2020		Contractor TBD					CM at Risk	Total Project Cost:	\$85,085,210	
Phase: Design									% funds expended:	3%	
										Funding Source	
										State Appropriations	\$10,000,000
										Auxiliary	\$5,000,000
										Campus Funds	\$2,500,000
										Private/Trust	\$67,585,210
										Total Funding	\$85,085,210

Strauss Performing Arts Center Addition & Renovation (LB957)

BoR Schedule Dates		Contracts					Approved Budget				
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
7/22/2016									\$14,083,000		
Construction Start:	6/23/2017		HDR Architecture, Inc.	9/7/2016	\$1,200,000	3	\$13,060	A/E Consultant Selection	Non Construction:	\$4,217,000	
Construction Complete:	12/31/2018	1/21/2019	Weitz Company, LLC	4/1/2015	\$13,724,000	5	\$469,741	CM at Risk	Total Project Cost:	\$18,300,000	
Phase: Warranty									% funds expended:	93%	
										Funding Source	
										State Appropriations	\$9,000,000
										Campus Funds	\$300,000
										Private/Trust	\$9,000,000
										Total Funding	\$18,300,000

TO: The Board of Regents Addendum IX-D-5

Business Affairs


MEETING DATE: October 25, 2019

SUBJECT: Status Report of Six-Year Capital Plan

RECOMMENDED ACTION: Report

EXPLANATION: The Six-Year Capital Plan consists of the anticipated capitals projects on each campus in the next six years. An update of the Six-Year Capital Plan is provided annually. The report is available at: <https://nebraska.edu/-/media/projects/unca/offices-policies/business-and-finance-office/docs/facilities/reports/2019-0831SixYearCapitalPlan.pdf>

SPONSOR: Brooke A. Hay
Interim Associate Vice President for Facilities Management

RECOMMENDED: 
Chris J. Kabourek
Vice President for Business and Finance |
CFO

DATE: September 26, 2019

University of Nebraska
Six-Year Capital Plan
As of August 31, 2019

University of Nebraska at Kearney			
Next 3 years	Estimate	State Funding	Other Funding
Warner Hall Welcome Center	\$5,000,000	\$5,000,000	
Total	\$5,000,000	\$5,000,000	

Beyond 3 years			
Calvin T. Ryan Library Renovation & Addition	\$14,580,000	\$14,580,000	
Fine Arts Renovation	\$6,000,000	\$6,000,000	
Regional Engagement Center	\$17,500,000		\$17,500,000
University Village Tennis Facility	\$6,000,000		\$6,000,000
UNK Greek Housing Replacement	\$25,000,000		\$25,000,000
Total	\$69,080,000	\$20,580,000	\$48,500,000

University of Nebraska-Lincoln			
Next 3 years	Estimate	State Funding	Other Funding
Andrews Mechanical	TBD		TBD
Athletics Facilities	TBD		TBD
Architecture Renovation	TBD		TBD
Barkley Renovation and Expansion	\$10,000,000		\$10,000,000
Hamilton Hall Chemistry Labs 3rd and 4th Floor	\$8,000,000		\$8,000,000
Lied Center Expansion and Renovation	\$20,000,000		\$20,000,000
Memorial Mall	\$12,500,000		\$12,500,000
Ruth Staples Child Development Lab	\$12,500,000		\$12,500,000
Stadium Renovations	TBD		TBD
Veterans Tribute	\$4,000,000		\$4,000,000
Total	\$67,000,000	\$0	\$67,000,000

Beyond 3 years			
Beadle II	\$150,000,000		TBD
Engineering Phase 3	TBD		TBD
Engineering Phase 4	TBD		TBD
Food Industry Complex Teaching Spaces	\$17,000,000	\$17,000,000	
Greater Nebraska Projects	\$7,500,000	\$7,500,000	
Museums- Nebraska Hall Specimen Collection Relocation	TBD		
Nebraska Union Expansion	TBD		TBD
Neihardt Renovations	TBD		TBD
Parking Garage	TBD		TBD
Plant Sciences / Green Houses	TBD		TBD
Selleck Renovation/Replacement	TBD		TBD
Textron Redevelopment	TBD		TBD
Vet Basic Sciences Building Structural Repairs	TBD	TBD	
Westbrook Music Building Replacement	\$75,000,000		\$75,000,000
Whittier Auditorium Renovation	TBD		TBD
Total	\$249,500,000	\$24,500,000	\$75,000,000

University of Nebraska Medical Center			
Next 3 years	Estimate	State Funding	Other Funding
Biomedical/Technology Center (UneMed/NSRI/UneTech/Support Svcs)	\$37,500,000		\$37,500,000
Central Utilities Plant Structural Renovation & Boiler Replacement	\$40,000,000	\$40,000,000	
College of Allied Health Professions Growth	\$30,000,000		\$30,000,000
College of Dentistry Growth	\$50,000,000		\$50,000,000
College of Nursing Modernization - at Omaha	\$10,543,200	\$10,543,200	
Eppley Science Hall Modernization	\$30,000,000	\$30,000,000	
UNMC/NM/UNO Centralized Public Safety Facility	\$10,500,000	\$10,500,000	
Total	\$208,543,200	\$91,043,200	\$117,500,000

Beyond 3 years			
Academic Component of NeXT Project	\$750,000,000		\$750,000,000
College of Public Health Growth	\$7,500,000		\$7,500,000
Medical Science Building Infrastructure Modernization	\$15,400,500	\$15,400,500	
Relocation of ARS/GMP Facility	\$30,000,000		\$30,000,000
Research Building	TBD		TBD
Total	\$802,900,500	\$15,400,500	\$787,500,000

University of Nebraska at Omaha			
Next 3 years	Estimate	State Funding	Other Funding
SAPP Fieldhouse	\$4,000,000		\$4,000,000
Total	\$4,000,000	\$0	\$4,000,000

Beyond 3 years			
Allwine Hall Renovation	TBD		
Biomechanical Research Building 2nd Addition	TBD		
Central Services Building	\$13,800,000	\$13,800,000	
Eppley Administration Building Renovation	TBD		
Peter Kiewit Institute Addition	\$57,800,000		TBD
Radio/TV and Communications Facility	\$25,300,000		\$25,300,000
Renovation and Addition to CPACS	\$18,200,000	TBD	TBD
West Center Campus Athletics Development	\$35,000,000		\$35,000,000
Total	\$150,100,000	\$13,800,000	\$60,300,000

Nebraska College of Technical Agriculture			
Beyond 3 years	Estimate	State Funding	Other Funding
Facilities Improvements	\$5,000,000	\$5,000,000	
Student Union	\$8,640,000	\$8,640,000	
Total	\$13,640,000	\$13,640,000	\$0

University of Nebraska			
Beyond 3 years	Estimate	State Funding	Other Funding
Fire & Life Safety/Code Compliance	TBD		
Technology Development Center (NCITE)	\$17,000,000		
Total	\$17,000,000	\$0	\$0

TO: The Board of Regents Addendum IX-D-6

Business Affairs

MEETING DATE: October 25, 2019

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 August 5, 2019.

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:



Chris J. Kabourek
Vice President for Business and Finance | CFO

DATE: September 26, 2019

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Contract Services	UNL	Resurfacing indoor track at Devaney Sports Center.	Athletics	\$1,083,555.00	\$1,083,505.00	Kiefer USA	Sole Source
Construction	UNK	Cope Fountain Upgrade	Cash	\$1,992,007	\$1,992,007	Hausmann Construction, Inc.	Low Bid Construction

*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: October 25, 2019

SUBJECT: University of Nebraska at Kearney
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter April 1, 2019 through June 30, 2019

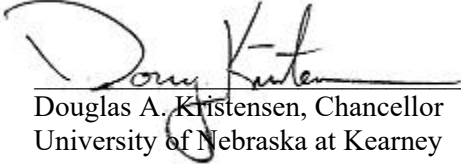
RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/18-9/30/18	\$1,065,660	\$4,286,795	\$0	\$ 197,297	\$ 5,549,752
10/1/18-12/31/18	\$1,185,473	\$ 340,089	\$0	\$ 35,620	\$ 1,561,182
1/1/19-3/31/19	\$ 243,320	\$3,774,686	\$0	\$ 22,000	\$ 4,040,006
4/1/19-6/30/19	\$1,891,223	\$1,325,669	\$0	\$ 175,340	\$0
Fiscal YTD Totals	<u>\$4,385,676</u>	<u>\$ 9,727,239</u>	<u>\$0</u>	<u>\$ 430,257</u>	<u>\$14,543,172</u>
2017-18 Totals	<u>\$4,777,379</u>	<u>\$11,432,563</u>	<u>\$18,828</u>	<u>\$ 294,324</u>	<u>\$16,523,094</u>
2016-17 Totals	<u>\$4,620,287</u>	<u>\$10,416,945</u>	<u>\$0</u>	<u>\$1,289,956</u>	<u>\$16,327,188</u>

- 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: Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: September 26, 2019

**University of Nebraska at Kearney
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER April 1, 2019 through July 31, 2019**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Scholarships	\$1,437,012 \$0
	Subtotal	\$0
	Total amount of gifts under \$100,000	\$ 454,211
Total Gifts for the Quarter		<u>\$1,891,223</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
			<u>\$0</u>
	Subtotal		\$ 0
	Total amount of all Grants under \$1,000,000		<u>\$1,325,669</u>
	Total Grants for the Quarter		<u>\$1,325,669</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal		\$ 0
	Total amount of all Contracts under \$400,000		<u>\$ 175,340</u>
	Total Contracts for the Quarter		<u>\$ 175,340</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: University of Nebraska-Lincoln
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter April 1, 2019 through June 30, 2019

RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/18-9/30/2018	\$599,578	\$58,716,677	\$1,000,000	\$9,406,687	\$69,722,942
10/1/18-12/31/2018	\$299,924	\$26,912,927	0	\$8,031,127	\$35,243,978
1/1/19-3/31/2019	\$440,226	\$38,754,562	0	\$8,862,722	\$48,057,510
4/1/19-6/30/2019	\$538,121	\$105,775,349	0	\$11,901,133	\$118,214,603
Fiscal YTD Totals	<u>\$1,877,849</u>	<u>\$230,159,515</u>	<u>\$1,000,000</u>	<u>\$38,201,669</u>	<u>\$271,239,033</u>
2017-18 Totals	<u>\$2,228,251</u>	<u>\$207,034,899</u>	<u>\$0</u>	<u>\$55,546,173</u>	<u>\$264,809,323</u>
2016-17 Totals	<u>\$2,446,250</u>	<u>\$217,726,700</u>	<u>\$0</u>	<u>\$27,241,529</u>	<u>\$247,414,479</u>

A - Gifts of \$100,000 or more are itemized on the attached pages

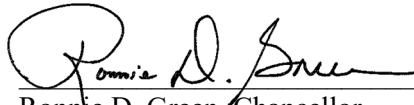
B - Grants of \$1,000,000 and more are itemized on the attached pages

C - All bequests are itemized on the attached pages

D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: Bob G. Wilhelm
Vice Chancellor for Research and Economic Development

APPROVED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: September 26, 2019

University of Nebraska-Lincoln
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER 04/01/19 – 06/30/19

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Stoddard, Patricia	80 Indian Quilts	\$157,450
	Subtotal	\$157,450
	Total amount of gifts under \$100,000	<u>\$380,671</u>
	Total Gifts for the Quarter	<u>\$538,121</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Dept of Education	Justin Chase Brown Vice Chancellor for Student Affairs (Department)	Federal Financial Aid to Students-Pell Grant	\$21,574,485
NU Foundation	Justin Chase Brown Vice Chancellor for Student Affairs (Department)	Undergraduate Scholarships FY 18-19	\$6,326,819
Dept of Agriculture- NIFA	Chuck Hibberd Dean's Office for Cooperative Extension	FY 2019 Smith Lever Extension Capacity Fund Program	\$5,111,603
Dept of Agriculture- NIFA	Deb Hamernik Dean's Office for Agricultural Research Division	FY 2019 Hatch Regular Capacity Program	\$3,043,107
Dept of Energy	Daniel Schachtman Center for Biotechnology	Systems Analysis of the Physiological and Molecular Mechanisms of Sorghum Nitrogen Use Efficiency, Water Use Efficiency and Interactions with the Soil Microbiome	\$2,734,771
DHHS- Nat Inst Gen Medical Sci	Kirk Dombrowski Department of Sociology	Rural Drug Addiction Research Center	\$2,575,854
Dept of Agriculture- ARS	Archie Clutter Dean's Office for Agricultural Research Division	U.S. Meat Animal Research Center	\$2,530,000

NSF-EPSCoR	Edgar Cahoon Dept of Biochemistry	RII Track-1: Center for Root and Rhizobiome Innovation (CRRI)	\$2,017,876
NSF	Tomas Helikar Department of Biochemistry	Innovating life sciences education through computational modeling and simulations	\$1,896,570
NU Foundation	Peter McCornick Robert B. Daugherty Water for Food Institute	Robert B. Daugherty Global Water for Food Inst Endowed Chair	\$1,772,005
NSF	Evgeny Tsybal Department of Physics and Astronomy	Materials Research Science and Engineering Center: Polarization and Spin	\$1,600,000
Dept of Agriculture-NIFA	Deb Hamernik Dean's Office for Agricultural Research Division	FY 2019 Hatch Multistate Research Capacity Fund Program	\$1,247,590
NU Foundation	William Stephan Lied Center for Performing Arts	Lied Center Gold Patron Event Fund	\$1,133,530
Ne Dept of Transportation	Mitchell Doht Nebraska LTAP (Local Technical Assistance Program) - Center	Nebraska Local Technical Assistance Program FY 2020	\$1,007,028

Subtotal	\$54,571,238
Total amount of all Grants under \$1,000,000	<u>\$51,204,111</u>
Total Grants for the Quarter	<u>\$105,775,349</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Ne Children & Families Foundation	Susan Sarver Buffett Early Childhood Institute	Preschool Development Grant (PDG)	\$2,404,804
Ne Public Power District	Bob Wilhelm Vice Chancellor for Research (Department)	Nebraska Center for Energy Sciences Research	\$1,250,000

Buffett Early Childhood Institute	Lindsey Witt-Swanson Bureau of Sociological Research	2019 Institute Buffett Early Childhood Needs Assessment	\$995,511
Natl Strategic Rsch Inst (NSRI)	Carrick Detweiler Department of Computer Science and Engineering	Fixed Wing VTOL Sensor Emplacement	\$740,798
Rolls Royce Corporation	Joseph Turner Dept of Mechanical & Materials Engineering	PCC-3: Non-Destructive Testing (NDT) Microstructural Response Characterization and Impact	\$500,000
Iowa Dept of Transportation	Ronald Faller Midwest Roadside Safety	Crash Testing of a Precast Concrete Barrier	\$414,128
Agenus Inc	Wallace Buchholz Biological Process Development Facility	Process and Analytical Methods Technology Transfer, Process Optimization, and cGMP Manufacture of Recombinant Hsc70	\$410,027
		Subtotal	\$6,715,268
		Total amount of all Contracts under \$400,000	<u>\$5,185,865</u>
		Total Contracts for the Quarter	<u>\$11,901,133</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: October 25, 2019

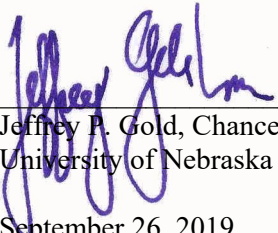
SUBJECT: UNIVERSITY OF NEBRASKA MEDICAL CENTER
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter April 1, 2019, through June 30, 2019

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/2018-9/30/2018	\$179,011	\$43,907,312	\$0	\$10,591,147	\$54,677,470
10/1/18-12/31/2018	\$318,081	\$21,475,261	\$0	\$13,348,681	\$35,142,023
1/1/2019-3/31/2019	\$359,705	\$13,848,870	\$0	\$12,156,274	\$26,364,849
4/1/2019-6/30/2019	\$79,390	\$37,787,645	\$0	\$7,288,596	\$45,155,631
Fiscal YTD Totals	<u>\$936,187</u>	<u>\$117,019,088</u>	<u>\$0</u>	<u>\$43,384,698</u>	<u>\$161,339,973</u>
2017-18 Totals	<u>\$635,866</u>	<u>\$102,621,022</u>	<u>\$0</u>	<u>\$54,744,727</u>	<u>\$158,001,615</u>
2016-17 Totals	<u>\$729,072</u>	<u>\$93,642,966</u>	<u>\$0</u>	<u>\$69,671,631</u>	<u>\$164,043,669</u>

- 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: Jennifer L. Larsen
Vice Chancellor of Research

APPROVED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: September 26, 2019

**UNIVERSITY OF NEBRASKA MEDICAL CENTER
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER APRIL 1, 2019 – JUNE 30, 2019**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal	\$0
	Total amount of gifts under \$100,000	<u>\$79,390</u>
	Total Gifts for the Quarter	<u>\$79,390</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
DHHS/NIH/NCI	---New--- Eppley Inst Faculty	Pancreatic Cancer Detection Consortium	\$1,729,725
DHHS/NIH/NCI	---New--- Biochem and Molecular Biology	Pancreatic Cancer Metastasis	\$1,594,959
DHHS/NIH/NIMH	---New--- Pharmacology/Exp Neuroscience	NNTC Data Coordinating Center	\$1,211,513
W. K. Kellogg Foundation	---New--- Pediatrics Child Health	BEST Cities - Kellogg Application	\$1,400,000
DHHS/NIH/NIGMS	---New--- COP Pharmaceutical Science	Nebraska Center for Nanomedicine (Phase III)	\$1,143,750
DHHS/NIH/NIGMS	---New--- Biochem and Molecular Biology	Nebraska Research Network in Functional Genomics	\$3,438,029
DHHS/NIH/NIGMS	---New--- Eppley Inst Faculty	Nebraska Center for Molecular Target Discovery and Development	\$2,270,230
DHHS/NIH/NIMH	---New--- Pharmacology/Exp Neuroscience	Chronic HIV Infection and Aging in NeuroAIDS (CHAIN) Center	\$1,525,860
<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal		\$14,314,066
	Total amount of all Grants under \$1,000,000		<u>\$23,473,579</u>
	Total Grants for the Quarter		<u>\$37,787,645</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Emory University	---New--- COPH Epidemiology	National Ebola Training and Education Center (NETEC)	\$569,403
NuPulseCV, Inc.	---New--- Surgery-Cardiothoracic Surgery	A Clinical Study to Evaluate Ambulatory Counterpulsation for the Treatment of Advanced Heart Failure: A Feasibility Study	\$708,230
	Subtotal		\$1,277,633
	Total amount of all Contracts under \$400,000		<u>\$6,010,963</u>
	Total Contracts for the Quarter		<u>\$7,288,596</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter April 1, 2019 through June 30, 2019

RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/18-9/30/2018	\$1,511,782	\$14,320,301	\$0	\$529,996	\$16,362,079
10/1/18-12/31/2018	\$1,579,435	\$5,889,718	\$0	\$429,609	\$7,898,762
1/1/19-3/31/2019	\$4,267,420	\$10,584,506	\$0	\$160,409	\$15,012,335
4/1/19-6/30/2019	\$2,968,390	\$5,180,269	\$0	\$397,304	\$8,545,963
Fiscal YTD Totals	<u>\$10,327,027</u>	<u>\$35,974,794</u>	<u>\$0</u>	<u>\$1,517,318</u>	<u>\$47,819,139</u>
2017-2018 Totals	\$10,379,869	\$40,438,396	\$314,925	\$1,603,259	\$52,736,449
2016-2017 Totals	\$8,846,128	\$31,331,365	\$69,260	\$1,603,925	\$41,850,678

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: Douglas A. Ewald
Vice Chancellor for Business, Finance and Business Development

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE: September 26, 2019

**UNIVERSITY OF NEBRASKA AT OMAHA
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER *April 1 – June 30, 2019***

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Spring, 2019 Scholarships	629,579
NU Foundation	Scott Scholars Support	161,239
NU Foundation	Scott Scholarships Fall, 2018	217,217
NU Foundation	Scott Collaborative	104,847
NU Foundation	Strauss Performing Arts Center Expansion	103,402
Pettengill Trust Stock	Scholarships	131,313
NU Foundation	Second Semester Professorships	314,800
	Subtotal	\$1,662,397
	Total amount of gifts under \$100,000	<u>\$1,305,993</u>
	Total Gifts for the Quarter	<u>\$2,968,390</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
			<u>\$0</u>
		Subtotal	\$0
		Total amount of all Grants under \$1,000,000	<u>\$5,180,269</u>
		Total Grants for the Quarter	<u>\$5,180,269</u>

Bequests

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal	\$0
	Total Bequests for the Quarter	<u>\$0</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
		Subtotal	\$0
		Total amount of all Contracts under \$400,000	<u>\$397,304</u>
		Total Contracts for the Quarter	<u>\$397,304</u>

TO: The Board of Regents Addendum IX-D-8

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Agreement for Fox World Travel to provide travel services for the University of Nebraska

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None


EXPLANATION: As a result of a formal RFP process initiated in April 2019, the University Evaluation Committee proposes to contract with Fox World Travel for travel services, effective January 31, 2020. The contract associated with these services would be for a base period of three (3) years with two (2) 1-year renewal options.

This item has been reviewed by the Business Affairs Committee.

PROJECT COST: Based upon current usage, estimated \$1 million over three years

SPONSOR(S): Chris J. Kabourek
Vice President for Business and Finance | CFO

RECOMMENDED:



Susan M. Fritz, Interim President
University of Nebraska

DATE: September 26, 2019

TO: The Board of Regents Addendum IX-D-9
Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Renewal of Property and Student Health Insurance Policies

RECOMMENDED ACTION: Report

EXPLANATION: Historically, the President's or his/her delegee has had the authority to approve and execute insurance policy renewals under former subsection 4(a) of *Board of Regents Policy* RP-6.3.1 Administrative Approval of University Contracts which stipulated that "Pursuant to Section 6.4 of the *Bylaws*, the President shall have authority to approve and to execute any contract for the procurement of services or non-capital goods used in the regular course of business in operation of the University".

However, that provision was eliminated through an amendment dated December 4, 2018 and replaced by current subsection 4(e) of *Board of Regents Policy* RP-6.3.1 which stipulates that "Pursuant to Section 6.4 of the *Bylaws*, the President shall have authority to approve and to execute any contract of any nature, not otherwise described in Section 6.3.1, subsection 4; provided that the contract does not exceed \$5,000,000 in the aggregate over the term of the contract. All such executed contracts in excess of \$1,000,000 shall be reported to the Board of Regents at its next regular meeting".

Renewal of the following insurance policies are expected to have an aggregate impact on the University in excess of \$1,000,000 and are thus reported to the Board of Regents:

Property Insurance – Fiscal Year 19/20 - \$2,312,467
MHEC Master Property Program

Student Health Insurance – Fiscal Year 19/20 - \$3,089.16/person
United Healthcare Student Resources


Student Health Insurance – Fiscal Year 18/19 - \$2,578.72/person
United Healthcare Student Resources

This item has been reviewed by the Business Affairs Committee.

ON-GOING FISCAL
IMPACT: None

SOURCE OF FUNDS: Various

SPONSOR: Chris J. Kabourek
Vice President of Business and Finance | CFO

APPROVED: 
Susan M. Fritz, Interim President
University of Nebraska

DATE: September 26, 2019

TO: The Board of Regents Addendum IX-D-10

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Business Affairs Committee Approval of the Scott Engineering Center Renovation and Link Replacement project Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: On August 3, 2018, the Board of Regents approved the Program Statement for the Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln.

EXPLANATION: This item has been reviewed by the Business Affairs Committee:


Lincoln City Campus
Scott Engineering Center Renovation and Link Replacement
Program Statement Approved: August 3, 2018
Intermediate Design Report: October 25, 2019

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$75,456,000	\$75,456,000
Construction Budget:	\$64,226,000	\$65,355,000
Non Construction Budget:	\$11,230,000	\$10,101,000
Complete Construction:	September 2022	September 2022

	<i>SEC and New Link</i>	
NSF:	238,492	239,956
GSF:	264,290	268,865

	<i>Nebraska Hall</i>	
NSF:	331,488	331,488
GSF:	363,781	363,781

SPONSOR: Brooke A. Hay
Interim Associate Vice President for Facilities Management

APPROVED: 
Chris J. Kabourek
Vice President for Business and Finance | CFO

DATE: September 26, 2019

TO: The Board of Regents Addendum IX-D-11

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Naming the outdoor courtyard between the Howard L. Hawks College of Business and the Jeffrey S. Raikes School of Computer Science and Management at the University of Nebraska-Lincoln (UNL) the “Nelnet Courtyard”, pursuant to *Board of Regents Policy* RP-6.2.7.3.b

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: President Fritz and Chancellor Green have approved the naming of the courtyard between the Howard L. Hawks College of Business and the Jeffrey S. Raikes School of Computer Science and Management at UNL the “Nelnet Courtyard” in recognition of a significant gift provided by Mike Dunlap/Nelnet for the College of Business capital campaign.

Mike Dunlap is an alumni of UNL’s College of Business and the College of Law, who currently serves as Executive Chairman of the Board of Nelnet. Mr. Dunlap/Nelnet have supported the university for many years, including the College of Business Honors Academy, Sales Center and other corporate sponsorships

This item was reviewed the Business Affairs Committee.

SPONSORS: Kathy Farrell
Dean for the College of Business

William J. Nunez
Vice Chancellor for Business and Finance

APPROVED: 
Ronnie D. Green, Chancellor
University of Nebraska-Lincoln


Susan M. Fritz, President
University of Nebraska

DATE: September 26, 2019

TO: The Board of Regents Addendum IX-D-12

Business Affairs

MEETING DATE: October 25, 2019

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: On October 4, 2018, the Board of Regents approved the Program Statement for Mammel Hall Addition at the University of Nebraska at Omaha.


EXPLANATION: This item has been reviewed by the Business Affairs Committee:

UNO Scott Campus – Mammel Hall Addition

Program Statement Approved: October 4, 2018
Intermediate Design Report: September 26, 2019

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$17,000,000	\$17,000,000
Non Construction Budget:	\$4,151,000	\$4,151,000
Construction Budget:	\$12,849,000	\$12,849,000
NSF:	40,155	36,011
GSF:	44,520	41,082
Substantial Completion:	April 2021	April 2021

SPONSOR: Brooke A. Hay
Interim Associate Vice President for Facilities Management

APPROVED: 
Chris J. Kabourek
Vice President for Business and Finance | CFO

DATE: September 26, 2019

Lincoln, Nebraska
August 16, 2019

The Board of Regents of the University of Nebraska met on August 16, 2019, at 11:04 a.m. in the board room at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 158).

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on August 9, 2019.

Regents present:

Timothy Clare, Chairman
Paul Kenney
Bob Phares
Jim Pillen, Vice Chairman
Robert Schafer
Barbara Weitz
Nicole Kent, University of Nebraska at Kearney
Emily Johnson, University of Nebraska-Lincoln
Aya Yousuf, University of Nebraska at Omaha

Regents not present:

Howard Hawks
Elizabeth O'Connor
Keith Ozanne, University of Nebraska Medical Center

University officials present:

Susan M. Fritz, Interim President
David S. Jackson, Interim Executive Vice President and Provost
Carmen K. Maurer, Corporation Secretary
Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center and
University of Nebraska at Omaha
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
Michael J. Boehm, Vice President for Agriculture and Natural Resources
Christopher J. Kabourek, Vice President for Business and Finance | CFO
Heath M. Mello, Interim Associate Vice President for University Affairs and Director of
State Relations-elect
James P. Pottorff, Vice President and General Counsel

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 11:04 a.m. in the boardroom of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Phares and seconded by Kenney to approve the minutes and ratify the actions of the regularly scheduled meeting on June 28, 2019.

Action Student Opinion: Voting Aye: Kent, Yousuf, and Johnson. Voting Aye: Kenney, Phares, Pillen, Schafer, Weitz, and Clare. Motion carried.

Chairman Clare announced the location of the Open Meetings Act in the board room.

IV. INSTALLATION OF INTERIM PRESIDENT SUSAN FRITZ

Chairman of the Board Timothy Clare installed Susan Fritz as the Interim President of the University of Nebraska.

Special greetings were offered by:

Ms. Aya Yousuf, UNO student regent, representing the students of the four campuses.

Mr. Lyle Middendorf, Senior Vice President and Chief Technical Officer, LI-COR Biosciences and Former EPSCoR State Committee Chair, representing the Nebraska Business Community.

Dr. Gina Matkin of the University of Nebraska-Lincoln, representing faculty and staff.

Doug Kristensen, Chancellor of the University of Nebraska at Kearney, representing the university administration.

V. KUDOS

Regent Kenney presented a KUDOS award to Flood Recovery – Campus Heroes, group represented today by six individuals: Tyler Ellyson, Communications and Marketing; Brenda Marker, Facilities Planning and Management; George Holman, Residence Life; Lieutenant Dawn Adams, Campus Police; Ted Eichholz, Emergency Operations; Michael Fleming, Sodexo Dining Services and Cyndi Gloodt, Regional Manager for Food Services from the University of Nebraska at Kearney.

Regent Pillen presented a KUDOS award to Christine Gengenbach, Human Resources Specialist in the Institute of Agriculture and Natural Resources Finance & Personnel office at the University of Nebraska-Lincoln.

Regent Phares presented a KUDOS award to Diane Pickering, Manager of the Human Genetics Laboratory at the University of Nebraska Medical Center.

Regent Kent presented a KUDOS award to LaTrina Hall, P-16 Initiative Coordinator in the Service Learning Academy at the University of Nebraska at Omaha.

VI. HEARINGS

None

VII. PUBLIC COMMENT

Ms. Sydney Brun-Ozuna spoke on the topic of the proposed changes to Title IX on campus.

Ms. Miranda Melson spoke on the topic of campus culture.

Ms. Mar Lee spoke on the topic of student affairs.

VIII. UNIVERSITY CONSENT AGENDA

Motion Moved by Phares and seconded by Pillen to approve items VIII-A-1, VIII-A-2, VIII-A-3, VIII-A-4, VIII-B-1, VIII-B-2, and VIII-B-3

A. ACADEMIC AFFAIRS

University of Nebraska

VIII-A-1 Approve the amendment to RP-5.8.2 of the *Policies of the Board of Regents* (the “*Policies*”) related to graduate assistant tuition remission

University of Nebraska at Kearney

VIII-A-2 Approve the monitoring report on the August 3, 2018 Action Plan for the Bachelor of Arts degree in Philosophy at UNK and forward the report to the Nebraska Coordinating Commission for Postsecondary Education

University of Nebraska-Lincoln

VIII-A-3 Approve the monitoring report on the August 3, 2018 Action Plan for the Master of Arts and Doctor of Philosophy degrees in Geography at UNL and forward the report to the Nebraska Coordinating Commission for Postsecondary Education

B. BUSINESS AFFAIRS

University of Nebraska-Lincoln

VIII-B-1 Approve execution of a Standard Form Construction Agreement for CY Thompson Learning Commons at the University of Nebraska-Lincoln

University of Nebraska at Omaha

VIII-B-2 Approve Fixed Price Design and Construction Agreement for Mammel Hall Addition at the University of Nebraska at Omaha

University of Nebraska Medical Center

VIII-B-3 Approve the purchase of the property located at 510 South 39th Street, Omaha, Nebraska, adjacent to the UNMC campus

Action Student Opinion: Voting Aye: Yousuf, Johnson, and Kent. Voting Aye: Kenney, Phares, Pillen, Schafer, Weitz, and Clare. Motion carried.

IX. UNIVERSITY ADMINISTRATIVE AGENDA

Interim President Fritz asked permission of the Board to take item IX-B-1 out of order and present it at this time for consideration.

Vice President for Business and Finance Kabourek provided the explanation of this item.

B. BUSINESS AFFAIRS

University of Nebraska

Motion Moved by Phares and seconded by Schafer to approve item IX-B-1

IX-B-1 Approval of Facilities Financing and Refinancing Bonds

Action Student Opinion: Voting Aye: Yousuf, Johnson, and Kent. Voting Aye: Phares, Pillen, Schafer, Weitz, Clare, and Kenney. Motion carried.

A. ACADEMIC AFFAIRS

University of Nebraska Medical Center

Motion Moved by Schafer and seconded by Weitz to approve item IX-A-1

IX-A-1 Approval is requested to discontinue the Medical Physics Residency Program Certificate in the College of Medicine at UNMC

Action Student Opinion: Voting Aye: Johnson, Kent, and Yousuf. Voting Aye: Phares, Pillen, Schafer, Weitz, and Clare. Kenney absent from vote; recorded as abstain. Motion carried.

Motion Moved by Pillen and seconded by Phares to approve item IX-A-2

IX-A-2 Approval is requested to discontinue the Pre-Medical Science Certificate in the College of Medicine at UNMC

There was discussion

Action Student Opinion: Voting Aye: Kent, Yousuf, and Johnson. Voting Aye: Pillen, Schafer, Weitz, Clare, Kenney, and Phares. Motion carried.

University of Nebraska at Omaha

Motion Moved by Kenney and seconded by Johnson to approve item IX-A-3

IX-A-3 Approval is requested to create an interdisciplinary Master of Science in Data Science offered jointly by the Colleges of Arts and Sciences, Business Administration, and Information Science and Technology at UNO

Action Student Opinion: Voting Aye: Yousuf, Johnson, and Kent. Voting Aye: Schafer, Weitz, Clare, Kenney, Phares, and Pillen. Motion carried.

B. BUSINESS AFFAIRS

University of Omaha

Motion Moved by Phares and seconded by Kenney to approve item IX-B-2

IX-B-2 Approve an increased aggregate change order threshold for Arts and Sciences Hall LB957 Renovation at the University of Nebraska at Omaha

Action Student Opinion: Voting Aye: Yousuf, Johnson, and Kent. Voting Aye: Weitz, Clare, Kenney, Phares, Pillen, and Schafer. Motion carried.

C. FOR INFORMATION ONLY

IX-C-1 University of Nebraska Strategic Planning Framework

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

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

IX-C-4 University of Nebraska Strategic Dashboard Indicators

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

D. REPORTS

IX-D-1 Expedited Approval of the Economic Education Graduate Certificate in the Department of Economics in the College of Business Administration at the University of Nebraska at Omaha (UNO)

IX-D-2 Strategic Framework report on Global Engagement-Study Abroad

IX-D-3 Assessing Student Learning Outcomes: Licensure Results

IX-D-4 Renaming the Home Economics Building the “Human Sciences Building” at the University of Nebraska-Lincoln (UNL), pursuant to *Board of Regents Policy* RP-6.2.7.63.a

IX-D-5 Expedited Approval of the Social Justice and Diversity Education Graduate Certificate in the Department of Teaching, Learning and Teacher Education in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL)

IX-D-6 Construction Management at Risk Contractor Selection for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center

IX-D-7 Naming of the Helix room within the Dr. Edwin G. and Dorothy Balbach Davis Global Center

IX-D-8 Bids and Contracts

Chairman Clare accepted the reports on behalf of the Board.

X. ADDITIONAL BUSINESS

Motion Moved by Johnson and seconded by Kenney that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing, for the purpose of holding a discussion limited to the following subject:

- A personal matter involving members of the University staff.

Action Student Opinion: Voting Aye: Johnson, Kent, and Yousuf. Voting Aye: Clare, Kenney, Phares, Pillen, Schafer, and Weitz. Motion carried.

The Board went into closed session at 12:26 p.m. The Board reconvened the open meeting at 1:40 p.m.

XI. ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Clare at 1:41 p.m.

Respectfully submitted,

Carmen K. Maurer
Corporation Secretary

Timothy F. Clare
Chairman of the Board

ATTACHMENT 1



NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Friday, August 16, 2019, at 11:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

When so posted, the full agenda for the meeting will be available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <http://nebraska.edu/board/agendas-and-minutes.html>

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: August 9, 2019

Carmen K. Maurer
Corporation Secretary
Board of Regents
University of Nebraska

Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | FAX: 402.472.1237 | nebraska.edu/regents