



Board of Regents Meeting

Conducted by remote electronic means



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, December 4, 2020, at 9:00 a.m. by remote electronic means as provided for in Governor Ricketts' Executive Order No. 20-36. Internet stream is available at <https://nebraska.edu>.

The full agenda for the meeting is available by contacting the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, at corpsec@nebraska.edu or at <https://nebraska.edu/regents/agendas-minutes>

Any member of the public wishing to speak in the Public Comment portion of the meeting must contact the Office of the Corporation Secretary no less than 24 hours prior to the commencement of the meeting. The public may so contact the Office of the Corporation Secretary by leaving a voice mail message with his/her name and phone number at which he/she can be reached at 402-472-7146 or by e-mailing the same information to adibbert@nebraska.edu. Upon receipt of such notice, the Office of the Corporation Secretary will provide instruction on remote participation in this public meeting.

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: November 30, 2020

Stacia L. Palser
Interim 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
Conducted remotely in accordance with Governor's Executive Order No. 20-36
Friday, December 4, 2020
9:00 a.m.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON OCTOBER 8, 2020

IV. KUDOS

Jenny Jansky, University of Nebraska at Kearney
Karen Kassebaum, University of Nebraska-Lincoln
Kimberly McLaughlin, University of Nebraska Medical Center
Mike Nicola, University of Nebraska at Omaha

V. PRESENTATIONS

Annual Report on Distance Education: Mary Niemiec, Associate Vice President for Digital Education and Director of University of Nebraska Online
NSRI in Review-2020: Lieutenant General (Ret) Robert Hinson, Executive Director of the National Strategic Research Institute

VI. HEARINGS

VII. RESOLUTIONS

Recognition for Lieutenant General (Ret) Robert Hinson, Executive Director of the National Strategic Research Institute
Recognition for Howard Hawks, Regent

VIII. PRESIDENT'S REMARKS

IX. 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.

X. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. President's Personnel Recommendation, Addendum X-A-1

B. BUSINESS AND FINANCE

University of Nebraska at Kearney

1. Approve an amendment to the agreement with Enrollment Advisory Group, LLC for International Student Recruitment, Addendum X-B-1

University of Nebraska Medical Center

2. Approve the naming of the Dr. Leland and Dorothy Olson Atrium within the Wigton Heritage Center at the University of Nebraska Medical Center pursuant to Board of Regents Policy RP-6.2.7.3.c, Addendum X-B-2
3. Approve the naming of the William H. Northwall, M.D. Plaza within the Wigton Heritage Center at the University of Nebraska Medical Center pursuant to Board of Regents Policy RP-6.2.7.3.c, Addendum X-B-3
4. Approve a waiver of the requirements of Board of Regents Policy RP-6.2.7 with respect to facilities named for current employees, naming the dental gallery exhibit space within the Wigton Heritage Center at the University of Nebraska Medical Center, the “Stanton D. Harn, Ph.D., Dental Gallery,” Addendum X-B-4

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve the award of the title “Regent Emeritus” to Howard Hawks, Addendum XI-A-1
2. Approve amendments to RP-5.8.3 of the *Policies of the Board of Regents* related to tuition scholarships (remissions) for non-residents, Addendum XI-A-2
3. Approve amendments to RP-5.8.4 of the *Policies of the Board of Regents* related to rules for granting of nonresident tuition scholarships (remissions) to children of alumni of the University, Addendum XI-A-3
4. Approve amendments to RP-5.8.5 of the *Policies of the Board of Regents* related to undergraduate Regents Scholarships, Addendum XI-A-4
5. Approve the addition of RP-5.8.8 of the *Policies of the Board of Regents* related to tuition remissions, Addendum XI-A-5

B. BUSINESS AND FINANCE

University of Nebraska at Kearney

1. Approve the Owner’s Representative Agreement, Property Transfer Agreement, and Condominium Declaration for the development and construction of a Regional Engagement and Alumni Center at the University of Nebraska at Kearney, Addendum XI-B-1

University of Nebraska-Lincoln

2. Approve the License Agreement with Collegiate Licensing Company, LLC, Addendum XI-B-2
3. Approve the Program Statement for College of Law Schmid Law Library Renovation at UNL, Addendum XI-B-3
4. Approve a budget increase for Scott Engineering Center Renovation and Link Replacement at UNL, Addendum XI-B-4
5. Approve revisions to the North Stadium Expansion project and receive report from Business and Finance Committee regarding Intermediate Design Review, Addendum XI-B-5

University of Nebraska Medical Center

6. Approve the acquisition of real property located at 4417 Douglas Street, 4418 Farnam Street, and 4430 Farnam Street, Omaha, Nebraska, Addendum XI-B-6
7. Approve the acquisition of real property at 4724 Leavenworth Street, Omaha, Nebraska, Addendum XI-B-7

University of Nebraska at Omaha

8. Approve the lease of the vacant lot located at 6465 Center Street, Omaha, Nebraska via Request for Proposal, Addendum XI-B-8
9. Approve the acquisition of real property located at 6705 Dodge Street in Omaha, Nebraska commonly known as the William H. and Dorothy Thompson Alumni Center, Addendum XI-B-9

C. EXECUTIVE COMMITTEE

1. Approve the appointment of the President of the University of Nebraska as the University's "Designated Representative" in accordance with the Bylaws of the Board of Directors of the Nebraska Medicine Corporation, Addendum XI-C-1

D. REPORTS

1. Quarterly Status report of Capital Construction Projects, Addendum XI-D-1
2. Bids and Contracts, Addendum XI-D-2
3. Naming of the Jack and Norma Mills Conference Room at the University of Nebraska at Kearney, Addendum XI-D-3
4. Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2020, Addendum XI-D-4
5. Approval of Intermediate Design Report for the Barkely Memorial Center Expansion and Renovation at the University of Nebraska-Lincoln (UNL), Addendum XI-D-5
6. Approval for the reallocation of funds exceeding \$250,000, Addendum XI-D-6
7. Naming of selected spaces within the Wigton Heritage Center at the University of Nebraska Medical Center, Addendum XI-D-7

XII. ADDITIONAL BUSINESS

X. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

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The President's Personnel Recommendation

Meeting Date: December 4, 2020

Adjustments

University Administration

Jeffrey P. Gold, Executive Vice President and Provost (Special) and Dean of the Graduate College (Special), University of Nebraska; add title Executive Vice President and Provost and Dean of the Graduate College effective 7/1/2021 with a \$100,000 annual administrative stipend. Remove title of Chancellor, University of Nebraska at Omaha effective 6/30/2021; all other University appointments held by Dr. Gold remain unchanged.

TO: The Board of Regents Addendum X-B-1
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Amendment to agreement with Enrollment Advisory Group, LLC for International Student Recruitment

RECOMMENDED ACTION: Approve an amendment to the agreement with Enrollment Advisory Group, LLC for International Student Recruitment

PREVIOUS ACTION: December 6, 2019 – Approval of original agreement with Enrollment Advisory Group, LLC for International Student Recruitment

EXPLANATION: According to the terms of the original contract with Enrollment Advisory Group, LLC (EAG), EAG's payments were contingent upon the success of their international recruitment strategies and based upon the then-current tuition rates for international students. EAG would receive 25% of tuition during the first and second years of a student's enrollment and 20% during the third and fourth years.

With the recent approvals of reduced tuition for international students at the University of Nebraska at Kearney, possible revenue for EAG based on the gross tuition structure was drastically changed and would not allow EAG to efficiently carry out the requests and recruiting strategies that UNK and EAG had agreed upon.

In order to offset this reduction in international student tuition, UNK proposes to amend the agreement to provide for an additional annual service fee of \$10,000.00 to be paid to EAG in exchange for an adjustment to the compensation rates for undergraduate students. As amended, these rates would be based off of net tuition rather than gross tuition to accurately reflect discounts and account for the increased annual fee to EAG.

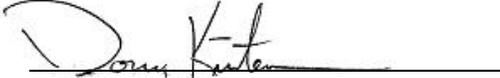
UNK requests approval to amend the original agreement with Enrollment Advisory Group, LLC to allow the agreed-upon recruiting strategies for international undergraduate students to continue to be fulfilled.

This item has been reviewed by the Business and Finance Committee.

PROJECT COSTS: \$10,000 Annually

SOURCE OF FUNDS: Cash Funds

SPONSOR: Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED: 
Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: November 6, 2020

**AMENDMENT NUMBER ONE TO
STANDARD (REPRESENTATION) AGREEMENT (#K20200172)**

This Amendment Number One to the Standard (Representation) Agreement, #K20200172, (the “Amendment”) is entered into effective _____ by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of government of the State of Nebraska for and on behalf of the University of Nebraska at Kearney (“Institution”), and **Enrollment Advisory Group, LLC** (“EAG”) (individually, each a “Party” and collectively, the “Parties”).

WHEREAS, Institution and EAG desire to amend and modify the Agreement as more fully set in this Amendment;

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein made and set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Amendment of Section 8, Performance Based Compensation. Section 8, page 5 of the Agreement is hereby amended by adding the following language:

“In addition to the marketing expense allowance and “Commission” detailed in Exhibit B, Institution agrees to pay EAG an additional \$10,000.00 annual service fee according to the following payment schedule:

| <u>Due on or prior to:</u> | <u>Amount</u> |
|--|---------------|
| Thirty (30) calendar days upon execution of this Amendment | \$10,000 |
| February 1, 2021 | \$10,000 |
| February 1, 2022 | \$10,000” |

3. Amendment of Exhibit B, Program Commission, Compensation – Undergraduate students. Exhibit B, Compensation – Undergraduate students, page 18 of the Agreement is hereby amended with the section being deleted in its entirety and replaced with the following:

“Compensation – Undergraduate students. Except for the annual marketing allowances, the Institution will not make any payments to EAG at the onset of the Program. The payments that the Institution will make to EAG will be based on the following fee model for undergraduate student recruitment:

- The Institution will pay EAG a pre-determined percentage (described herein) of net tuition revenue over a period of time not to exceed four years for each entering cohort’s first, second, third and fourth year as described in this Exhibit A. Furthermore, a Full-Time Undergraduate Student shall

be defined as a student enrolled in a minimum of twelve (12) credit hours for each fall and spring semester of the then current year.

- First Year Tuition Revenue means the then current undergraduate non-resident gross tuition amount (excluding mandatory fees) published for international students for the first two (2) semesters of the first year of the Full-Time Undergraduate Student's enrollment at the Institution minus institutional discounting awarded upon acceptance and applied for those two (2) semesters.
- Second Year Tuition Revenue means the then current undergraduate non-resident gross tuition amount (excluding mandatory fees) published for international students for the first two (2) semesters of the second year of the Full-Time Undergraduate Student's enrollment at the Institution minus institutional discounting awarded upon acceptance and applied for those two (2) semesters.
- Third Year Tuition Revenue means the then current undergraduate non-resident gross tuition amount (excluding mandatory fees) published for international students for the first two (2) semesters of the third year of the Full-Time Undergraduate Student's enrollment at the Institution minus institutional discounting awarded upon acceptance and applied for those two (2) semesters.
- Fourth Year Tuition Revenue means the then current undergraduate non-resident gross tuition amount (excluding mandatory fees) published for international students for the first two (2) semesters of the fourth year of the Full-Time Undergraduate Student's enrollment at the Institution minus institutional discounting awarded upon acceptance and applied for those two (2) semesters.
- The Institution's discounting for international students in the Program will average no more than 30% of the published, undergraduate, non-resident gross tuition amount (excluding mandatory fees) published for international students annually.
- EAG is responsible for all payments made to EAG third-party agencies upon enrollment of their respective students."

4. Amendment of Exhibit B, Program Commission, Compensation – Method and Timing of Payment – Undergraduate Students. Exhibit B, Method and Timing of Payment – Undergraduate Students, first and second bullet points, page 18 and 19 of the Agreement are hereby amended with the bullet points being deleted in their entirety and replaced with the following:

- "The Institution will pay EAG a fee equal to 25% of the First and Second Year Net Tuition Revenue for each student in the Program immediately following the

conclusion of the add/drop date (traditionally four weeks after the semester start date) of the then current semester.

- The Institution will pay EAG a fee equal to 20% of the Third and Fourth Year Net Tuition Revenue for each student in the Program immediately following the conclusion of the add/drop date (traditionally four weeks after the semester start date) of the then current semester.”

5. Ratification. Except as expressly amended herein, the parties hereby ratify and approve all the other terms and conditions of the Agreement.

IN WITNESS WHEREOF, Institution and EAG have duly executed this Amendment as of _____.

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Enrollment Advisory Group, LLC

By: _____

By: _____

Date: _____

Date: _____

TO: The Board of Regents Addendum X-B-2
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Naming of the Dr. Leland and Dorothy Olson Atrium within the Wigton Heritage Center at the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the naming of the Dr. Leland and Dorothy Olson Atrium within the Wigton Heritage Center at the University of Nebraska Medical Center pursuant to Board of Regents Policy RP-6.2.7.3.c

PREVIOUS ACTION: None

EXPLANATION: President Carter and Chancellor Gold are recommending the naming of the Passageway in Heritage Center Atrium - 4090A, the “Dr. Leland and Dorothy Olson Atrium”.

The late Dr. Leland J. Olson and his wife, Dorothy, were long time philanthropists and investors in the future of women’s health. Over the years the Olson’s remained committed to advancing research, education, and patient care at the University of Nebraska. Their family and The Olson Foundation continue that work to this day.

Dr. Leland J. Olson was born in 1920 in Palmyra, Nebraska. Dr. Olson graduated from University of Nebraska Medical Center in 1944 and eventually started his own practice, Midwest OB GYN at Methodist Hospital. During the last couple of years in practice, he was Chief of Staff at Methodist.

Dorothy was raised in Creighton, Nebraska and came to Omaha to study nursing at the University of Nebraska College of Nursing. She received her nursing degree from UNMC in 1943 and her Bachelor of Science in Nursing from UNO (formerly Omaha University) in 1967. During her life, she was very active in the American Medical Association Auxiliary and served on the board of several non-profit organizations in Omaha.

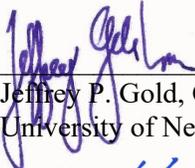
Leland and Dorothy were married in 1943 and raised three children, David, Karen, and Nancy. Leland and Dorothy’s children and grandchildren serve as The Olson Foundation’s board members and are proud to continue the legacy of giving.

With the naming of the location as stated above, the Board of Regents expresses its deepest gratitude and appreciation for the Donors’ generous support to the University of Nebraska and UNMC.

Under the Board of Regents Policy RP-6.2.7.3.c. the naming of a building or wing of a building, a fountain, a monument, or large campus area such as a plaza or street in honor of an individual, a family, or an organization shall be approved by the Board of Regents upon the recommendation of the Chancellor responsible for the Facility and the President.

This item has been reviewed by the Business and Finance Committee.

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

APPROVED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

TO: The Board of Regents Addendum X-B-3
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Naming of the William H. Northwall, M.D. Plaza within the Wigton Heritage Center at the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the naming of the William H. Northwall, M.D. Plaza within the Wigton Heritage Center at the University of Nebraska Medical Center pursuant to Board of Regents Policy RP-6.2.7.3.c

PREVIOUS ACTION: None

EXPLANATION: President Carter and Chancellor Gold are recommending the naming of the North Plaza and Garden, the "William H. Northwall, M.D. Plaza".

Dr. William Northwall was born and raised in Omaha, Nebraska. He obtained his B.A. degree in 1963 from Westminster College in Fulton, Missouri after which he attended the UNMC College of Medicine, graduating in 1967. While at UNMC, he was a member of Phi Rho Sigma medical fraternity. After a year of internship at Nebraska Methodist Hospital, he returned to UNMC for a residency in Radiology. Dr. Northwall practiced in Kearney, Nebraska from 1972 until 1998. He retired to St. Petersburg, Florida where he lives with his wife Ethel Merrigan. He has two children and four grandchildren.

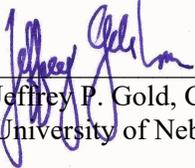
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This item has been reviewed by the Business and Finance Committee.

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

TO: The Board of Regents Addendum X-B-4
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Naming of the dental gallery exhibit space within the Wigton Heritage Center the "Stanton D. Harn, PhD., Dental Gallery"

RECOMMENDED ACTION: Approve a waiver of the requirements of Board of Regents Policy RP-6.2.7 with respect to facilities named for current employees, naming the dental gallery exhibit space within the Wigton Heritage Center at the University of Nebraska Medical Center, the "Stanton D. Harn, Ph.D., Dental Gallery"

PREVIOUS ACTION: None

EXPLANATION: President Carter and Chancellor Gold are recommending the naming of the dental gallery exhibit space within the Wigton Heritage Center the "Stanton D. Harn, Ph.D., Dental Gallery"

Dr. Stanton D. Harn, Ph.D., taught anatomy for 45 years in the College of Dentistry before retiring in 2017. In addition to winning many teaching awards, Dr. Harn is the long-time curator of the College of Dentistry Museum. Dr. Harn started curating the Dental Museum to teach students about the history of dentistry, which most dental schools had dropped from their curricula. The Dental Museum is one of the largest collections of dental artifacts.

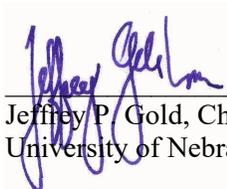
Under the Board of Regents Policy RP-6.2.7.4.b. precludes naming facilities after current employees or individuals who have been retired less than five years.

Policy 6.2.7.4.b. also provides that a facility may be named for a current employee, when so designated by a donor who has made a significant financial contribution supporting the University's mission. The Board of Regents is pleased to recognize those circumstances in this instance, and at the same time, emphasizes that these circumstances are infrequent and do not establish a precedent or change in policy.

With the naming of these locations as stated above, the Board of Regents expresses its deepest gratitude and appreciation for the Donors' generous support to the University of Nebraska and UNMC.

This item has been reviewed by the Business and Finance Committee.

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

RECOMMENDED: 
Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center


Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve the award of the title “Regent Emeritus” to Howard Hawks, Addendum XI-A-1
2. Approve amendments to RP-5.8.3 of the *Policies of the Board of* related to tuition scholarships (remissions) for non-residents, Addendum XI-A-2
3. Approve amendments to RP-5.8.4 of the *Policies of the Board of Regents* related to rules for granting of nonresident tuition scholarships (remissions) to children of alumni of the University, Addendum XI-A-3
4. Approve amendments to RP-5.8.5 of the *Policies of the Board of Regents* related to undergraduate Regents Scholarships, Addendum XI-A-4
5. Approve the addition of RP-5.8.8 of the *Policies of the Board of Regents* related to tuition remissions, Addendum XI-A-5

B. BUSINESS AND FINANCE

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1. Approve the Owner’s Representative Agreement, Property Transfer Agreement, and Condominium Declaration for the development and construction of a Regional Engagement and Alumni Center at the University of Nebraska at Kearney, Addendum XI-B-1

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C. EXECUTIVE COMMITTEE

1. Approve the appointment of the President of the University of Nebraska as the University's "Designated Representative" in accordance with the Bylaws of the Board of Directors of the Nebraska Medicine Corporation, Addendum XI-C-1

TO: The Board of Regents
Academic Affairs

MEETING DATE: December 4, 2020

SUBJECT: Award of Regent Emeritus

RECOMMENDED ACTION: Approve the award of the title “Regent Emeritus” to Howard Hawks

PREVIOUS ACTION: None

EXPLANATION: In accordance with RP-1.2.6, President Carter and the Executive Committee of the Board have nominated Regent Howard Hawks for the title of Regent Emeritus.

Regent Hawks has announced that he will not seek another term on the Board of Regents, and therefore, he will retire from the Board following the December 2020 meeting. Howard has represented District Two as a distinguished member of the Board of Regents since 2002 and served two terms as chair. His experience in the fields of finance, business operations, and strategic planning has been especially valuable to his service on the Board and the University.

Through Howard’s strategic vision, consistent pursuit of excellence and deep and genuine commitment to the University of Nebraska and State of Nebraska, he has made the University a more efficient and effective organization and leaves a legacy as a true champion of the University of Nebraska.

It is an honor to recommend our colleague Howard Hawks as recipient of the honorary title “Regent Emeritus.”

SPONSORS: Executive Committee
Board of Regents

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

TO: The Board of Regents Addendum XI-A-2
Academic Affairs

MEETING DATE: December 4, 2020

SUBJECT: Amend RP-5.8.3 of the *Policies of the Board of Regents* related to tuition scholarships for non-residents

RECOMMENDED ACTION: Approve amendments to RP-5.8.3 (attached) of the *Policies of the Board of Regents* related to tuition scholarships (remissions) for non-residents

PREVIOUS ACTION: August 14, 2020 – The Board approved amendments to RP-5.8.3 of the *Policies of the Board of Regents* related to tuition scholarships for non-residents.

EXPLANATION: The proposed policy changes help clarify that non-resident tuition discounts are remissions designed to attract high quality students to Nebraska and support each campus' enrollment goals; remissions (tuition discounting) are not scholarships. The changes also modernize the policy language so that it is consistent with actual practice and the Nebraska Constitution. This proposal addresses a 2019 audit recommendation that the Board's remissions policies be clarified.

These amendments have been reviewed by the Council of Academic Officers; they also have been reviewed by the Academic Affairs Committee.

SPONSOR: Susan M. Fritz
Executive Vice President and Provost

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

TRACKED CHANGES VERSION

RP-5.8.3 Tuition ~~Scholarships-Remissions~~ for Non-Residents

Tuition ~~scholarships-remissions~~ for an amount up to the difference between resident and non-resident tuition may be awarded to selected students who are not residents of Nebraska. The number of students receiving tuition ~~scholarships-remissions~~ under this competitive program shall be determined at each campus by the Chancellor.

The following students, having met all other requirements for admission, will be eligible for consideration for such tuition ~~scholarships-remissions~~ under this program:

1. Undergraduate
 - a. Entering freshmen who ranked in the upper 25 percent of their high school class, or who ~~earned a composite score of~~ 23 or more on the ACT, or the SAT equivalent as determined by the Executive Vice President and Provost, or ~~achieved~~ a minimum cumulative high school grade point average (GPA) of a 3.00 or higher;
 - b. Transferring students who have a cumulative GPA of 3.00 (out of a maximum of 4.00);
 - c. Students who enter the program according to the above criteria and continue in good academic standing;
 - d. ~~Underrepresented minorities or individuals~~ Individuals with special talents.
2. Graduate and Professional
 - a. Entering graduate and professional students who have a cumulative GPA of 3.00 for all previous work attempted at all colleges attended prior to enrollment at the University of Nebraska;
 - b. Students who enter the program according to the above criterion and continue in good academic standing;
 - c. ~~Underrepresented minorities or individuals~~ Individuals with special talents.

Reference: BRUN, Minutes, 59, p. 56 (April 30, 1994).
BRUN, Minutes, 74, p. 32 (September 16, 2016).
BRUN, Minutes, 76, p. 28 (August 14, 2020).

TO: The Board of Regents Addendum XI-A-3

Academic Affairs

MEETING DATE: December 4, 2020

SUBJECT: Amend RP-5.8.4 of the *Policies of the Board of Regents* related to rules for granting of nonresident tuition scholarships to children of alumni of the University

RECOMMENDED ACTION: Approve amendments to RP-5.8.4 (attached) of the *Policies of the Board of Regents* related to rules for granting of nonresident tuition scholarships (remissions) to children of alumni of the University

PREVIOUS ACTION: September 16, 2016 – The Board approved amendments to RP-5.8.4., Section 3, “Waiver of Undergraduate Nonresident Tuition for Children of Alumni.”

EXPLANATION: The proposed policy changes help clarify that non-resident tuition discounts provided to children of alumni are remissions designed to attract high quality students to Nebraska and support each campus’ enrollment goals; remissions (tuition discounting) are not scholarships. In addition, because an increasing number of school districts no longer track class rank, the proposed policy includes an eligibility criterion related to a student’s cumulative grade point average. This proposal addresses a 2019 audit recommendation that the Board’s remissions policies be clarified.

These amendments have been reviewed by the Council of Academic Officers; they also have been reviewed by the Academic Affairs Committee.

SPONSOR: Susan M. Fritz
Executive Vice President and Provost

RECOMMENDED:



Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

TRACKED CHANGES VERSION

RP-5.8.4 Rules for Granting of Nonresident Tuition ~~Scholarships~~ Remissions to Children of Alumni of the University

1. Statement of Purpose

The Board of Regents has made recruitment of students a high priority for the University, and has emphasized the need to also achieve greater cultural diversity among students on the campuses of the University. The recruitment of nonresident students helps enhance cultural diversity among students. In particular, the recruitment of nonresident children of alumni will complement the Regents' desire to increase cultural diversity, and at the same time will foster stronger alumni relations.

Neb. Rev. Stat. § 85-504 authorizes the Regents to adopt rules for the waiving of nonresident tuition to students on the basis of scholarship.

Based upon the foregoing, the Board of Regents hereby establishes these rules for awarding full or partial waivers of undergraduate nonresident tuition for nonresident children of alumni of the University.

2. Definitions. For the purposes of these rules the following definitions shall apply

- a. "Alumnus of the University" shall mean any person who has been awarded a baccalaureate degree or a graduate or professional degree from the University of Nebraska.
- b. "Child of an alumnus" shall mean any person who is a natural born child or legally adopted child of an alumnus of the University.

3. Waiver of Undergraduate Nonresident Tuition for Children of Alumni

The nonresident portion of tuition may be fully or partially waived for any new undergraduate nonresident student of the University who is a child of an alumnus and who meets the eligibility standards established for each campus. Each campus chancellor is authorized to develop a Legacy ~~Scholarship~~ Remissions Program, subject to the following minimum standards.

- a. A student entering the University from high school must either (i) rank in the upper one-third of his or her graduating class in high school, or (ii) have achieved a cumulative high school grade point average (GPA) of 3.00 or higher, or (iii) have earned an ACT composite score of 24 or higher, or ~~(iii)~~ have earned an SAT equivalent total score as determined by the Executive Vice President and Provost.
- b. A student first entering the University as a transfer student must (i) rank in the upper one-third of his or her graduating class in high school, or (ii) have earned an ACT composite score of 24 or higher, or (iii) have earned an SAT equivalent total score as determined by the Executive Vice President and Provost, and the student must have achieved a cumulative grade point average of 3.0 or better in all undergraduate course work at all institutions of postsecondary education he or she has previously attended

4. Continuation of Legacy ~~Scholarship~~ Remissions Program

Campus-specific rules for awarding Legacy ~~Scholarships~~ Remissions must include the criteria to be applied in determining eligibility for continuation of the award subsequent to the initial year.

5. Transferability

A Legacy [Scholarship Remission](#) awarded by one campus of the University is not transferable to another campus of the University. However, a student who enrolls as a Legacy [Scholarship Remission](#) student at one campus of the University may qualify for a Legacy [Scholarship Remission](#) at another campus of the University if he/she meets the Legacy [Scholarship Remission](#) criteria for new transfer students specified in the rules of the campus to which the student is transferring.

~~6. Effective Date~~

~~Campus-specific rules for awarding Legacy Scholarships in accordance with this policy shall take effect at the beginning of the 2006-2007 academic year and shall apply only to undergraduate nonresident students first entering the University at the beginning of the 2006-2007 academic year and thereafter, except as noted immediately below.~~

~~7. Applicability to Recipients of Legacy Scholarships Awarded for Terms Prior to the 2006-2007 Academic Year~~

~~A University student who enrolled as a Legacy Scholarship recipient prior to the 2006-2007 academic year, and also would have qualified for a Legacy Scholarship under the criteria for 2006-2007 awards, may elect to switch to the 2006-2007 rules if he/she determines that those rules would be more favorable for continuation of the award.~~

Reference: BRUN, Minutes, 64, p. 36 (June 1, 2002).
BRUN, Minutes, 64, p. 126 (June 10, 2005).
BRUN, Minutes, 74, p. 33 (September 16, 2016).

TO: The Board of Regents Addendum XI-A-4
Academic Affairs

MEETING DATE: December 4, 2020

SUBJECT: Amend RP-5.8.5 of the *Policies of the Board of Regents* related to undergraduate Regents Scholarships

RECOMMENDED ACTION: Approve amendments to RP-5.8.5 (attached) of the *Policies of the Board of Regents* related to undergraduate Regents Scholarships

PREVIOUS ACTION: April 17, 2020 – The Board approved amendments to RP-5.8.5 of the *Policies of the Board of Regents* related to undergraduate Regents Scholarships.

EXPLANATION: While “Regents Scholarships” will continue to be named as such, the proposed policy clarifies that the awards are remissions (tuition discounts) and not scholarships. This proposal addresses a 2019 audit recommendation that the Board’s remissions policies be clarified.

These amendments have been reviewed by the Council of Academic Officers; they also have been reviewed by the Academic Affairs Committee.

SPONSOR: Susan M. Fritz
Executive Vice President and Provost

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

TRACKED CHANGES VERSION

RP-5.8.5 Undergraduate Regents Scholarships *

1. Criteria for Renewal

- a. Regents Scholarships may be awarded as one-year [scholarships-remission](#) or as multi-year renewable [scholarships-remissions](#).
- b. Regents Scholarships are recommended as four year renewable [scholarships-remissions](#). They will be renewed for those full time students with nine or more hours per academic year graded on the regular A+ through F scale (i.e. not counting P/NP or P/F) who:

EITHER

- 1) Have maintained a cumulative GPA that meets or exceeds a GPA chosen by their campus (in the range of 3.25 - 3.5)

OR

- 2) Have a percentile rank in their College that is at or above the equivalent campus-wide percentile rank derived from the campus GPA referred to in 1) above. (This rank is expected to be in the range of 70th to 75th percentile.)

- c. Students receiving Regents Scholarships, who continue to meet all eligibility requirements, will be awarded tuition remission for the minimum number of credit hours required to attain their baccalaureate degree, as such number is determined by RP-5.1.4 (usually 120 credit hours). [Scholarship-Remissions](#) support beyond four academic years is possible for a student with a program requiring more than 120 credit hours or through a successful appeal. No such remission assistance shall be provided to the student in excess of five academic years.
- d. Each campus will have a process that will allow students to justify reduced credit hour attainment and/or appeal a decision not to renew their Regents Scholarship. A campus may permit a student who loses a Regents Scholarship to petition to reacquire it once, on the occasion when their cumulative GPA has risen to the level required for renewal for current scholarship holders.

2. Transfer of Regents Scholarships between Campuses

- a. The recipient must use the award at the original awarding campus for the first academic year.
 1. To qualify for an award transfer when the same major (degree objective) is available on both the original and transfer campuses, the recipient must meet the initial award criteria of the campus to which they are transferring and the criteria for continuation of their award at the original awarding campus.
 2. To qualify for an award transfer when the discipline (degree objective) sought by the recipient is not available at the original awarding campus, the student need only meet the renewal criteria of the original awarding campus.
- b. An award can transfer only one time. The amount that can transfer is the lesser of:

- 1) An amount equal to the dollar level based on credit hours the recipient completed the preceding academic year (two semesters) calculated at the tuition rate of the original awarding campus for the new academic year.

OR

- 2) An amount equal to the dollar level based on the number of hours required to attain a bachelor degree pursuant to RP-5.1.4 (usually 120 credit hours) calculated at the tuition rate of the original awarding campus for the new academic year.
- c. The original awarding campus must approve and transfer award funds to the new campus. The new campus may choose to supplement a transfer award up to full tuition, unless the full tuition is less at the new campus.
 - d. The recipient of a transfer award must meet eligibility requirements of the new campus to continue the award for a subsequent academic year. The new campus is responsible for these subsequent-award remissions.
 - e. Specific cases of hardship or exception to these transfer policies will be considered on an individual basis by the appropriate campus officers.

* Professional and Graduate Regents Scholarships will be determined by each campus.

Reference: BRUN, Minutes, 64, p. 87 (January 18, 2003).
BRUN, Minutes, 76, p. 14 (April 17, 2020).

TO: The Board of Regents Addendum XI-A-5

Academic Affairs

MEETING DATE: December 4, 2020

SUBJECT: Addition of RP-5.8.8 of the *Policies of the Board of Regents* related to tuition remissions

RECOMMENDED ACTION: Approve the addition of RP-5.8.8 (attached) of the *Policies of the Board of Regents* related to tuition remissions

PREVIOUS ACTION: April 17, 2020 – The Board approved amendments to RP-5.8.5 of the *Policies of the Board of Regents* related to undergraduate Regents Scholarships.

August 16, 2019 – The Board approved amendments to RP-5.8.2 of the *Policies of the Board of Regents* related to tuition remission – graduate assistants.

EXPLANATION: Tuition remissions are used to help the University of Nebraska provide an affordable college education to deserving students. Unlike scholarships, however, remissions are a discounting of tuition costs and should be closely monitored and integrated into each campus' overall enrollment strategy. The new policy provides flexibility for each Chancellor to develop a transparent remissions strategy designed to help fulfil enrollment goals. This proposal addresses a 2019 audit recommendation that the Board's remissions policies be clarified.

The addition of this policy has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

SPONSOR: Susan M. Fritz
Executive Vice President and Provost

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

PROPOSED VERSION

RP 5.8.8. Tuition Remissions

In addition to the Tuition Remissions programs established by the Board of Regents, the campuses may establish such other remissions programs as determined necessary by the Chancellors.

1. Tuition remissions may be awarded at the discretion of the campus and are the responsibility of the Chancellor.
2. Tuition remissions limitations include the following:
 - a. Tuition remissions cannot exceed tuition charges; and
 - b. Tuition remissions cannot be applied to non-tuition charges (e.g., fees, books, room and board, etc.), except as established by State or federal law.
3. Refunds of tuition remissions, including those established by the Board of Regents, are prohibited.
4. Tuition remission eligibility and selection criteria must be specific, measurable and documented. Campuses shall publish the programs criteria on their websites.
5. Tuition remission records (applications, selection criteria, contracts, etc.) must be maintained for a minimum of 5 years after the student's graduation or last semester attended.
6. Each campus shall create and publish a tuition remissions policy as part of a broader enrollment management strategy.
7. Chancellors are to provide annually, for review by the President and reported to the Board of Regents, a five-year history of campus tuition remissions, as well as a tuition remission budget/target for the President's approval for the upcoming academic year.

Reference: BRUN, Minutes, , p. (December 4, 2020).

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

Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Construction of the Regional Engagement and Alumni Center

RECOMMENDED ACTION: Approve the Owner's Representative Agreement, Property Transfer Agreement, and Condominium Declaration for the development and construction of a Regional Engagement and Alumni Center (REAC) at the University of Nebraska at Kearney

PREVIOUS ACTION: None

EXPLANATION: Among the high priority facilities identified in the University Village development plan was the need to create a designated space to attract statewide meetings, satellite conferences, and public meetings and hearings. The REAC will function as a public/private centerpiece and anchor in University Village. The development will serve as a destination point and gathering place for central and western Nebraska and beyond to engage the University and community on a variety of issues that are critical to the region. The REAC will also serve as a destination for professional firms and agencies looking for corporate office space amid the public and private sectors, and, closer to the places where their services are needed.

The collaboration between the University and private industry is essential in the development of University Village. The REAC will be the first of several office buildings planned. The building will bring together personnel from diverse sectors to campus to explore their common goals. The involvement of university students, faculty and staff will be encouraged. The REAC would include a public hearing room, which could also double as a presentation room, breakout rooms for smaller meetings/retreats, all designed with flexibility to accommodate larger functions such as student and alumni events. Beyond meetings, the REAC will become an important hub for outreach services and programs.

In order to realize efficiencies in coordination and ensure execution of the University Village vision with respect to the REAC, the University desires to enter into a Property Transfer Agreement and Condominium Declaration to submit the REAC facility to a condominium form of ownership. Upon completion of construction, the University will own approximately 18,000 gsf of the approximately 49,000 gsf REAC facility. The Owner's Representative Agreement will allow for the organization, coordination, and management of construction of the REAC facility by the University's private partner, which will own the remainder of the REAC facility condominium units.

It is proposed that the President be authorized to approve, execute, and administratively process the Owner's Representative Agreement, Property Transfer Agreement, Condominium Declaration and related documents, directives, and approvals required by its terms notwithstanding any other provision of the Board's bylaws or policies.

The proposed project will be constructed within 18 months upon execution of documents.

Operating and maintenance costs are displayed herein as "to be determined" as the division of responsibility for those costs between the public and private sources will be determined.

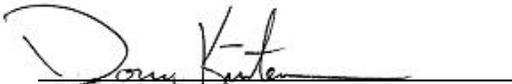
This item has been reviewed by the Business and Finance Committee.

PROJECT COSTS: \$10,400,000

ON-GOING Fiscal IMPACT: Estimated Operating and Maintenance TBD

SOURCE OF FUNDS: Internal Lending Program Loan

SPONSOR: Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED: 
Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: November 6, 2020

OWNER'S REPRESENTATIVE AGREEMENT

THIS OWNER'S REPRESENTATIVE AGREEMENT ("Agreement") is made as of this _____ day of _____, 2020 (the "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 (the "University") and ONWARD DEVELOPMENT, LLC a Nebraska limited liability company ("Representative"). The University and the Representative are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, University Village Development Corporation of Kearney ("UVDCK") and REAC, LP, a Nebraska limited partnership (REAC) are parties to a Ground Lease Agreement, dated _____ (the "Lease"), pursuant to which UVDCK has leased approximately ____ acres of land at Kearney University Village to REAC the development, construction, and operation of a community engagement center and related facilities (the "Building");

WHEREAS, the Building includes approximately _____ square feet of conference facilities and related space for University use (the "Project"); and

WHEREAS, in order to realize efficiencies in coordination and ensure compliance under the Lease with respect to the Project, the University desires to retain the services of Representative to provide comprehensive services in the organization, coordination, management, and administration required for the Project, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and Representative hereby agree as follows:

1. Term of Agreement. This Agreement is effective as of the Effective Date and shall remain in effect until the date all obligations set forth in this Agreement have been satisfactorily fulfilled, including the issuance of a certificate of occupancy for the Project, unless earlier terminated as set forth herein (the "Term").

2. Scope of Services.

2.1 Work. The University retains Representative as the University's agent to provide sufficient organization, personnel and management to perform the services specified in Exhibit A attached hereto and incorporated herein (the "Work") in an expeditious and economical manner at the highest standards of Representative's business to further the University's interests. Representative shall furnish all labor and services required to complete the Work using Representative's best efforts, skill, judgment, and abilities in accordance with this Agreement. Representative accepts the agency relationship and confidence established between it and the University by this Agreement. Representative shall assemble a project team at all times

that shall have sufficient capacity, skill and experience to perform the Work.

- 2.2 Standards. Representative shall perform the Work in compliance with all applicable federal, state and local laws, regulations and codes. Representative shall, at Representative's cost and expense, maintain any and all required governmental licenses, certificates, approvals and permits that are required of it for its performance of the Work. Representative agrees to maintain in full force and effect such required licenses, certificates, approvals and permits throughout the Term. Representative will obtain approval from the UVDCK Architectural Control Committee for the Work.
- 2.3 Cooperation of the University. In connection with Representative's performance of the Work, the University shall: (a) provide information regarding its design and construction requirements for the Project; and (b) provide necessary review and approvals to Representative in a timely fashion.
- 2.4 Funding. Funding for the Project within the University's Project budget, to be determined solely by the University, will be provided by the University, in accordance with the defined construction cost allocation agreed to in the Condo Declaration executed on _____ and incorporated herein by reference, with such pro-rata payments due from the University as follows: Representative shall provide accounting services for the Project, including, but not limited to, (a) preparing annual budgets; (b) preparing monthly variance reports; (c) monthly Project accounting services related to assembling, reviewing and forwarding to the University for payment of the invoices from Architect, Contractor and Consultants; and (d) processing and coordinating the payment of Architect, Contractor and Consultants payments by University for its pro-rata share of the University Project and it's budget as approved, and in accordance with the Condo Declaration referenced herein.

3. Project Team. Representative will perform the Work in cooperation with the rest of the "Project Team." The Project Team shall include the University, Representative, Clark Enersen (the "Architect"), general contractor, each subcontractor, supplier and materialman engaged by general contractor (collectively, "Contractor") and each consultant and other professional (collectively, the "Consultants"), in each case who have been approved in accordance with this Agreement to provide services with respect to the Project. Each member of the Project Team shall designate and maintain throughout the Term an individual who shall have the authority to render decisions on its behalf (a "Contact"). The initial University Contact shall be Jon Watts. **The initial Representative Contact shall be Josh Berger.** Representative shall make recommendations to the University regarding the Architect and Contractor after a competitive bidding process and careful evaluation of each bidding firm's capabilities to perform, adequacy of personnel, past record of performance, as well as experience and expertise

to render the services required. All costs related to the construction of the Project, including costs for labor, material, services, special and general conditions and related expenses and fees of the Contractor, Consultants and subcontractors and material suppliers shall be competitively bid. Upon the University's approval of the Architect, Contractor and Consultants, Representative shall negotiate the terms of the Project agreements with the Architect, Contractor and Consultants, which agreements shall be approved in writing by the University Contact prior to execution. After such approval, Representative may execute such agreements on behalf of and as agent for the University. Nothing contained in this Agreement shall create any obligation or contractual relationship between Representative and any third party, including without limitation any other member of the Project Team.

4. Representative's Fee.

4.1 Fee. In full consideration for all of the Work performed by Representative and its affiliates on, before or subsequent to the Effective Date, the University shall pay Representative a fee equal to 2% of the total construction cost related to condo unit number 4 owned by UNK ("Representative's Fee").

4.2 Payment. Representative's Fee shall be payable in equal monthly installments, based on the anticipated schedule for construction of the Project. Payments shall commence the month after construction commences and continue until the month after construction is scheduled to be completed. Payments shall be due on or before the tenth (10th) day of each month. A ten percent (10%) retainage may be withheld from monthly installment payments, which retainage shall be released to Representative upon acceptance of the Project by the University.

5. Insurance. Representative shall, at its sole cost and expense, carry and maintain insurance coverage in the types and amounts listed below. All insurance policies maintained pursuant to this Agreement shall name the University as additional insured for liability. Representative shall require its insurance company or companies to furnish to the University a copy of the certificate or certificates of insurance, naming the University as an additional insured. Representative shall require that the insurance company or companies give the University ten (10) calendar days' prior written notice of any cancellation, reduction in amount, or material change in the coverage of such insurance to the extent Representative's insurer agrees to provide such a notice provision.

5.1 Commercial General Liability Insurance. Representative shall, at its sole cost and expense, carry and maintain, from a reputable insurance company or companies, commercial general liability insurance with other appropriate coverages as reasonably determined by Representative. The base liability insurance policy, together with any excess liability coverage provided under blanket umbrella coverage, shall be no less than the amounts listed below.

- 5.1.1 For bodily injury or damages, fatal or non-fatal, including automobile liability coverage, to any one person to the extent of \$1,000,000.
- 5.1.2 For bodily injury or damages, fatal or non-fatal, including product liability, liquor liability and automobile liability insurance coverage, to two or more persons for any one accident to the extent of \$1,000,000.
- 5.1.3 For property damage to the extent of \$1,000,000 each occurrence, \$3,000,000 aggregate.
- 5.1.4 Umbrella or excess coverage in the amount of \$5,000,000.

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

5.3 Contractor/Subcontractor Insurance. Representative shall require that all contractors and subcontractors providing equipment, materials or services directly to the Project have obtained, maintain and keep in force during the time in which they are involved in the performance of the services: primary third party liability insurance, automobile liability insurance, workers' compensation insurance coverage, and, if applicable, professional liability coverage.

5.4 Waiver of Subrogation. Each insurance policy maintained pursuant to this Agreement shall provide that the insurer shall have no right of subrogation against the University.

6. Indemnification. To the fullest extent allowed by law, Representative agrees to release, defend (with counsel reasonably acceptable to the University), indemnify, and hold harmless the University from and against all injuries, loss, causes of action, claims, liability, damages or judgments, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of the negligent acts and/or errors and/or omissions of Representative in the performance of the Work. This provision shall survive the Term of this Agreement.

7. Audit; Retention of Books and Records. Representative shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement and shall keep such records for at least five (5) years after completion of the Project. Representative shall be subject to audit.

8. Ownership of Materials. All drawings, specifications, data and other materials created for the Project shall be and remain the property of the University.

9. Termination for Cause. Either Party may terminate this Agreement upon not less than thirty (30) days' written notice to the other Party should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination; provided, however, if in the reasonable determination of the non-defaulting Party the event(s) giving rise to the termination is/are reasonably susceptible to cure, the termination shall not be effective if the defaulting Party cures the basis of the termination within the thirty (30) day period to the non-defaulting Party's reasonable satisfaction. In the event the University terminates this Agreement for cause, Representative shall not be entitled to receive further payment until the Work is finished. Representative shall be entitled to payment, calculated on a pro rata or other equitable basis, for work or services satisfactorily performed minus all damages incurred by the University connected with Representative's failure to perform. In no event shall Representative be paid for Work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which could have been avoided. The University will not pay Representative for loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Upon receipt of notice of termination, unless the notice directs otherwise, Representative shall discontinue all Work.

10. General Terms and Conditions.

- 10.1 Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the internal laws of the State of Nebraska. Any dispute arising under this Agreement that is not settled by agreement of the Parties shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.
- 10.2 Independent Contractor. Representative is a Nebraska limited liability company created, and in good standing, under the laws of the State of Nebraska and is authorized to conduct business in the State of Nebraska. Representative shall perform its duties hereunder as an independent contractor and not as an employee of the University. Representative shall only be deemed to be an agent of the University for the execution of the Architect, Contractor and Consultant agreements and changes or modifications thereto, as approved by the University, and for no other purposes. Representative shall have no authorization to bind the University to any agreement, liability or understanding except as expressly set forth herein.
- 10.3 Use of University Name/Logo. Representative agrees not to use the name, logo or any other marks owned by or associated with the University in any advertising or any form of publicity without the University's written permission in each instance. Use of University brands generally requires licensing which, if authorized, would be addressed in a separate agreement.
- 10.4 Assignment. Representative may not assign any obligations of this Agreement without the prior written consent of the University.

Representative shall not subcontract all or substantially all of any facet of this Agreement without the prior written consent of the University. In the event of any assignment or subcontract, Representative shall remain responsible for its performance and that of any assignee or subcontractor under this Agreement. Any assignment or subcontract attempted to be made in violation of this Agreement shall be void. This Agreement shall be binding upon Representative and its successors and assigns, if any.

- 10.5 Entire Agreement; Amendments. This Agreement and any exhibits attached hereto and/or incorporated herein by reference constitute the entire agreement and understanding of the Parties and replaces any prior or contemporaneous proposals, negotiations, representation or agreements, whether written or oral. Any amendment to this Agreement shall be in writing and signed by both Parties.
- 10.6 Severability and Survival. If any provision of this Agreement shall be invalid or unenforceable with respect to any Party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the University and Representative shall survive the completion of the Work hereunder and the termination of this Agreement.
- 10.7 Waiver. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or of such right to enforce any or all of the provisions of this Agreement.
- 10.8 Force Majeure. Neither Party shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence.
- 10.9 E-Verify. Representative shall use, or cause to be used, an electronic verification system to determine the work eligibility status of any new employees physically performing services within the State of Nebraska, as required pursuant to Neb. Rev. Stat. §§4-108 to 4-114 as of the Effective Date, or as such law may be amended from time to time. Compliance with these Nebraska statutes shall be considered a material term of this Agreement.
- 10.10 Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

10.11 Captions. The captions of this Agreement are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

10.12 Addresses; Request for Notice. All notices and other communications that are required or permitted to be given to a Party under this Agreement shall be in writing and shall be sent to such Party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number or electronic addresses specified below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission or upon confirmation of electronic delivery. The addresses, facsimile numbers, and electronic addresses of the Parties shall be:

The University: The Board of Regents of the University of Nebraska
3835 Holdrege St. – Varner Hall
Lincoln, NE 68583-0745
Attention: Corporation Secretary

With a copy to: The University of Nebraska at Kearney
Attn: Vice Chancellor, Business & Finance
2504 9th Ave.
Kearney, NE 68849-1240

With a copy to: University of Nebraska General Counsel
3835 Holdrege St.
Lincoln, NE 68583-0745

Representative: Onward Development, LLC
Attn: Mr. Josh Berger
2361 S 220th Avenue
Elkhorn, NE 68022

With a copy to: Lamson Dugan & Murray, LLP
10306 Regency Pkwy Drive
Omaha, NE 68114
Attention: Mr. Daniel Pauley, Partner

provided, however, a Party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other Party in the manner set forth in this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the University has executed this Agreement effective as of the date first written above.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska at Kearney

By: _____
Walter E. Carter, President

Attest: _____
Stacia L. Palser, Interim Corporation Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this _____ day of _____, 2020, before me personally appeared Walter E. Carter, President, and Stacia L. Palser, Interim Corporation Secretary, for and on behalf of THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska at Kearney, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that she/he executed the same as the free act and deed on behalf of said public body corporate.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

IN WITNESS WHEREOF, Representative has executed this Agreement effective as of the date first written above.

ONWARD DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me personally appeared, _____ of ONWARD DEVELOPMENT, LLC, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he/she executed the same as the free act and deed on behalf of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A SERVICES

Representative shall provide the following scope of services (the “Work”):

1. GENERAL SERVICES

- 1.1 Representative, in general, shall have management responsibility for the Project and shall coordinate all Project matters, including, but not limited to, planning, design, and construction of the Project.
- 1.2 Representative shall maintain an organized filing system for all Project documents and records. At Project completion, Representative shall certify that copies of all Project documents and records have been delivered to the University. Representative shall maintain a current list of the Project Team.
- 1.3 Representative shall invite the designated University Contact to all Project meetings (including without limitation meetings with the Architect, Contractor, Consultants, or the University’s Board of Regents). Representative shall direct weekly Owner, Architect, Contractor “OAC” meetings. Representative will prepare minutes and provide copies to the University Contact. Representative shall review for accuracy the minutes of such meetings and shall clarify, amend and report any discrepancies affecting the Project.
- 1.4 Representative shall furnish to the University monthly reports containing the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the week covered by the report; (e) a summary of change orders made during the week covered by the report, and presented for approval to the University Contact; (f) a list of all pending change orders and all outstanding issues requiring action or approval of the University; and (g) any other reports concerning the project as the University may reasonably request.
- 1.5 Representative shall provide accounting services for the Project, including, but not limited to, (a) preparing annual budgets; (b) preparing monthly variance reports; (c) monthly Project accounting services related to assembling, reviewing and forwarding to the University for payment the invoices from Architect, Contractor and Consultants; and (d) processing and coordinating the payment of Architect, Contractor and Consultants payments.
- 1.6 Representative shall be available for questions and follow up by the telephone or site meetings with the University.

2. PRE-DEVELOPMENT PHASE SERVICES

- 2.1 Representative shall make recommendations to the University regarding the Architect, Contractor and the Consultants and careful evaluation of each bidding firm's capabilities to perform, adequacy of personnel, past record of performance, as well as experience and expertise to render the services required. Representative shall, upon the University's request, provide a summary of Representative's evaluation of each bidding firm. Upon approval of the Architect, Contractor and Consultants by the University, Representative shall execute, on behalf of the University, agreements with the Architect, Contractor and Consultants, on terms approved by the University.
- 2.2 Representative shall become familiar with, and provide services that are consistent with all applicable laws and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to Representative.
- 2.3 Representative shall provide leadership to the Project Team on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project.
- 2.4 Representative shall (a) coordinate the preparation by the Architect of a written and graphic description of the program for the Project, in accordance with the University's goals and objectives (the "Project Program"); (b) prepare and submit to the University a preliminary estimated schedule for completion of the design and construction of the Project, including, without limitation, the various major activities to be undertaken in connection with the Project and the approximate timing of the commencement and completion of such activities, which Representative shall monitor and revise from time to time throughout the Project (the "Project Schedule"); and (c) manage the Project Schedule and the Project budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
- 2.5 Representative shall coordinate any required environmental review of the Project, and advise and assist the University in obtaining all environmental permits or approvals required for the Project, if any.
- 2.6 Representative shall assist the Contractor and Architect in obtaining permits for the Project; coordinate with the City of Kearney (the "City") for the Project; represent the University at meetings of the City; recommend to the University appropriate policies or decisions to be followed on public matters affecting the Project; and advise the University as to any material issues noted by the Architect or Contractor.
- 2.7 Representative shall schedule and attend regular meetings with the Architect related to the development of the design.

- 2.8 Representative shall coordinate with the Architect and Contractor and provide recommendations to the Architect, Contractor and the University regarding value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project budget, Program and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project budget, Program and Schedule. Representative must be an active participant in the design process, challenging assumptions, testing decisions, and ensuring the occupants and the University will be completely satisfied with the resultant design after construction is complete.
- 2.9 Representative shall review and comment on the drawings and specifications for the Project (the “Construction Documents”) as they are prepared by the Architect, and coordinate their review by the Contractor. Representative shall ensure conformance with the Kearney University Village Design Guidelines, which are incorporated herein by reference. The drawings and specifications may only depart from the Kearney University Village Design Guidelines upon obtaining the prior written approval of UVDCK and the University.
- 2.10 In consultation with the Architect and Contractor, Representative shall provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Representative shall provide value engineering recommendations to the University, but the final decision will, in every instance, be the University’s decision.
- 2.11 Upon approval by the University of design development plans and specifications, Representative shall (a) lead the process on behalf of the University in reviewing and coordinating the preparation by the Architect of the Construction Documents for the Project, and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, budget or Schedule, or (ii) cause the Project to deviate from the approved drawings or requirements of the University.
- 2.12 Representative shall act as the University’s representative in coordinating and assisting the Architect in the preparation of bid documents.
- 2.13 Representative shall review bids, prepare analyses and make recommendations to the University for award of contracts for the Project.
- 2.14 Representative shall conduct pre-award conferences with qualified bidders, advise the University regarding the negotiation of business terms of each

Project construction contract, and advise the University on the acceptability of the Contractor for the Project.

- 2.15 Representative shall prepare and compile all bid award reports, checklists and related documents (collectively, "Bid Award Documents") and furnish the same to the University for approval.

3. DEVELOPMENT PHASE SERVICES

- 3.1 Representative shall oversee all phases of the construction of the Project.
- 3.2 Representative shall represent the University in its communications with the Architect, Contractor and Consultants; schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests.
- 3.3 Representative shall (a) assist and review the processing of change orders; (b) advise the University concerning the necessity for, scope of and recommended cost of change orders; (c) negotiate, on the University's behalf, all change orders with the Contractor; and (d) provide a weekly list of change orders requests "COR" for review and approval by University Contact. Once CORs are approved by the University Contact, the Representative shall execute a change order reflecting such CORs. The final Project budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
- 3.4 Representative shall review applications for payment by the Contractor, review and certify certificates for payment issued by the Architect and make written recommendations to the University concerning payment. Representative and the University shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses.
- 3.5 Representative shall direct Contractor to prepare and update a critical path schedule for completion of the applicable work.
- 3.6 Representative shall coordinate negotiations among the Project Team, and as applicable, the utility companies, City and others concerning electric, sewer, water, gas and telephone facilities required for the Project, on a schedule consistent with the Project Schedule.
- 3.7 Representative shall assist in the coordination of work between the Contractor and the University Contact.
- 3.8 Representative shall cause Contractor to maintain a daily log containing the number of workers, equipment, work accomplished, problems encountered and other relevant data as the University may require.

- 3.9 Representative shall notify the University if Representative becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Construction Documents. Representative shall notify the University immediately of any previously unforeseen conditions and provide recommendations for any actions requiring the University's approval.
- 3.10 Representative shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and notify the University when Representative believes the work under the Project construction contract is substantially complete and that a punch list should be prepared.
- 3.11 Representative shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. Representative will consult with the University and/or Architect in connection with the recommendations for the rejection and replacement of all nonconforming work, as appropriate.
- 3.12 Representative shall oversee the completion of the punch list by the Contractor in a timely fashion to include final inspections of the Architect.
- 3.13 Representative shall obtain from Contractor record drawings or, if required by the Project construction contract, "as-built" drawings as requested and paid for by the University, as construction progresses.
- 3.14 Together with the University, Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project. The Representative shall assist in the coordination of work between the Representative and the University's internal service providers, if applicable.
- 3.15 Representative shall arrange, in conjunction with the Contractor, for all inspections by code authorities through the City.
- 3.16 Representative shall coordinate with Architect regarding the inspection of construction work in place for conformance with the Construction Documents.
- 3.17 Representative shall complete the final close-out of the Project by (a) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (b) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (c) obtaining all affidavits, waivers and releases the Contractor is required to provide pursuant to the Project construction contracts to achieve final

completion of the Project, (d) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractor, and/or (e) representing the University at meetings and/or inspections scheduled by the University and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

3.18 Representative shall perform the Work in a timely manner.

4. SECURITY/SAFETY

4.1 While performing the Work, Representative shall promptly inform the University if Representative becomes aware of any security concerns and/or unsafe conditions.

5. OCCUPANCY PHASE

5.1 Representative shall coordinate with the University regarding the occupancy of the Project including acquisition and installation of all moveable equipment.

5.2 Representative shall coordinate with the University Contact regarding development of a schedule for occupancy of the Project during the planning phase and updating of the schedule as necessary during the construction.

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT (this “Agreement”) is made and entered into effective the _____ day of _____, 2020 (the “Effective Date”), by and among the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, for and on behalf of the University of Nebraska at Kearney (the “University”), UNIVERSITY VILLAGE DEVELOPMENT CORPORATION OF KEARNEY, a Nebraska nonprofit corporation (“UVDCK”) and the REAC, LP, a Nebraska limited partnership (“REAC”). The University, UVDCK and the REAC may sometimes be referred to jointly as the “Parties” and each separately may be referred to as a “Party.”

RECITALS

WHEREAS, the University is the legal title holder of the property known as Kearney University Village (“Kearney University Village”). The University and UVDCK entered into a Master Lease Agreement, dated November 19, 2019, granting UVDCK the right to develop, maintain, operate, sublease, and subdivide Kearney University Village for a period of ninety-eight (98) years and seven (7) months, unless terminated earlier pursuant to the terms of the Master Lease;

WHEREAS, the University has subjected Kearney University Village to that certain Declaration of Covenants, Conditions, and Restrictions, dated November 19, 2019 (“CCRs”);

WHEREAS, UVDCK, as the tenant of Kearney University Village, and REAC have or will enter into a Ground Lease, dated _____ (the “REAC Lease”), and a memorandum of the executed REAC Lease will be filed of record with the Buffalo County Register of Deeds Office, subleasing that portion of Kearney University Village as shown on Exhibit “A” attached hereto and incorporated herein by reference (the “REAC Lease Area”);

WHEREAS, REAC, UVDCK and University have or will submit on or before Closing (as defined herein), their respective interests in the REAC Lease to a condominium form of ownership pursuant to the Nebraska Condominium Act, Neb. Rev. Stat. §§ 76-825 et seq., and all amendments thereto (the “Act”) pursuant to a Declaration of REAC Condominium, Kearney, Buffalo County, Nebraska, executed or to be executed by UVDCK and REAC (“Declaration”), which will be filed of record with the Buffalo County Register of Deeds Office, under which the building to be located on the REAC Lease will be referred to as the REAC Condominium, which Condominium shall be comprised of Unit 1, Unit 2, Unit 3, Unit 4, and the Common Elements, in each case as defined in the Declaration;

WHEREAS, the Declaration defines the REAC Condominium Association (“Condominium Association”) as the management entity for the REAC Condominium;

WHEREAS, upon executing and filing the Declaration, REAC will be the initial owner of all Units of the REAC Condominium as defined in the Declaration. At the Closing, REAC desires to transfer its interest in Unit 4 to the University and the University desires to become the owner of Unit 4 (the "Property");

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the Parties agree as follows:

1. Transfer of the Property. At Closing, REAC shall transfer to the University, and the University shall acquire all rights, title and interest in the Property (the "Transfer"). The Transfer shall be made with no additional cash consideration paid to either Party.
2. Date of Closing. The "Closing" or "Date of Closing" for the Transfer shall take place at a date and time mutually agreed to by the Parties. The Parties agree to use their good faith efforts to schedule the Closing as soon as possible. Possession shall occur upon the Closing.
3. Title. The conveyance and transfer of the Property shall be marketable fee simple title conveyed and transferred by special warranty deed, free and clear of all liens, assessments, taxes, restrictions, covenants, encumbrances, but subject to:
 - a. Easements and restrictions of record;
 - b. Facts that may be disclosed or described by an accurate survey of the Property; and
 - c. Permitted Exceptions, as defined herein.
4. Title Examination. The University may, at its expense, obtain a title insurance commitment for an owner's title insurance policy on the Property subject to Permitted Exceptions. For the purpose of this Agreement, "Permitted Exceptions" shall mean (1) covenants, conditions and restrictions of record which shall be approved by the University if they do not unreasonably interfere with University's intended use of the Property; (2) public utility easements of record which shall be approved by the University, if they do not unreasonably interfere with University's intended use of the Property; (4) title exceptions caused by the acts or omissions of the University; and (5) easements to be granted and/or reserved under this Agreement. If any defect in title, other than a Permitted Exception, is discovered during the examination of the title commitment, the University shall provide REAC with written notice of such defect within fourteen (14) days after the University's receipt of such commitment. Any defect in title not objected to in writing by the University within fourteen (14) days after the University's receipt of the title commitment or by Closing, whichever is sooner, shall be considered a "Permitted Exception." Within fourteen (14) days after the University's notice to REAC of any objections, REAC shall provide the University with a statement of any objections which REAC will not cure due to the fact that such objections cannot economically be corrected as determined by REAC in its sole discretion and/or which the REAC cannot, upon the exercise of due diligence in good faith, cure prior to or concurrent with Closing. If REAC gives notice to the University of any such objections, then the University shall have the option of (i) waiving such objections and proceeding to Closing, in which case such items shall be considered

“Permitted Exceptions,” or (ii) terminating this Agreement, whereupon this Agreement shall be null and void and neither the University nor REAC shall have any further obligations hereunder. The title insurance premiums for any owner’s title insurance policy shall be paid by the University.

5. Environmental; Inspections. In connection with effecting the contemplated transfer of the Property, the University, at its expense, shall have the right after execution of this Agreement to enter the Property to undertake an environmental audit, surveys, testing, samplings, tests, core drillings, engineering tests and studies, and other tests, delineations and analysis (collectively “Tests”) of and affecting the Property, for which purposes REAC shall allow the University and its agents, engineers, and consultants reasonable access. To the extent allowed by law, the University agrees to indemnify, defend and hold harmless REAC from and against all claims for injuries to persons on or damage to the Property caused by the acts of the University or its agents, engineers and/or consultants. Upon execution of this Agreement, REAC shall provide the University with any known environmental reports or surveys with respect to the Property. The University shall have forty-five (45) days after the Effective Date in which to notify REAC that, based upon the results of the Tests, the University has determined, in the University’s sole discretion, that the condition of the Property is not suitable for the University’s intended uses. In the event of such notice, this Agreement shall be null and void and the Parties shall have no further obligations hereunder.

6. Board of Regents Approval. Notwithstanding any other provision herein, this Agreement is conditioned upon the approval of the Transfer by the University. If such approval is not made by the Date of Closing, this Agreement shall be null and void and the Parties shall have no further obligations hereunder.

7. Real Estate Taxes and Assessments. Real estate and personal property taxes, if any, prior to Closing shall be paid by REAC. Title hereunder shall be delivered free and clear of all assessments levied or assessed or special assessment districts that have been created and ordered constructed, as of the date of this Agreement.

8. Risk of Loss. The Property shall be transferred to the University on an “as is,” “where is” basis at Closing except for the warranties of title contained in the special warranty deed and any warranties, representations and covenants specifically stated in this Agreement. Risk of loss on the Property prior to Closing shall remain with REAC.

9. No Brokers. The Parties agree that no Party hereto shall be liable for any real estate broker’s commission, agent’s commission, or finder’s fee in connection with the Transfer contemplated by this Agreement; and each Party warrants to the other Party that it shall indemnify and hold the other Party harmless for all claims of any person for brokers’ or agents’ commissions or finder fees making claim through it in connection with the Transfer.

10. REAC Representations and Warranties. REAC represents and warrants to the University on the Effective Date and on the Date of Closing that:

- a. Litigation. No judgment is issued or outstanding against the Property. No litigation, action, special assessment, charge, lien, suit, judgment, proceeding or investigation is pending or outstanding before any forum, court or governmental body, department or agency of any kind, or, to the knowledge of REAC, threatened, to which REAC or the Property is a party which might reasonably result in any material adverse change in the prospects, development or condition of the Property. REAC does not know of any basis for such claim, litigation, action, special assessment, charge, lien, suit, judgment, proceeding or investigation;
- b. Hazardous Materials. To the knowledge of REAC, neither REAC nor any third party has used, generated, manufactured, produced, stored, or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). To the knowledge of REAC, there is no proceeding or inquiry by any governmental authority with respect to the presence of Hazardous Materials on the Property or the migration thereof from or to other property. For the purpose of this Agreement, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq; and in the regulations adopted and publications promulgated pursuant to said laws;
- c. Authorization. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will have been taken by REAC, and this Agreement will constitute a valid and binding agreement of REAC, enforceable in accordance with its terms.
- d. Prompt Notice. If, during the period between Effective Date and the Date of Closing, REAC learns of, or has reason to believe that any of the representations and warranties contained in this Agreement may cease to be true, REAC shall give prompt notice to the University (which notice shall include copies of any instrument, correspondence or document upon which REAC's notice is based); and
- e. Additional University Right. In the event any warranty or representation in this Section is false, then the University shall have the right, in addition to the University's other rights and remedies hereunder, and upon written notice to REAC delivered prior to Closing, to declare this Agreement null and void and the

Parties shall have no further obligations hereunder.

11. University Representations and Warranties. The University represents and warrants to REAC on the Effective Date and on the Date of Closing that:

- a. Authorization. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby will have been taken by the University, and this Agreement will constitute a valid and binding agreement of the University, enforceable in accordance with its terms.

12. Conditions Precedent. The obligation of each Party to consummate the transaction contemplated hereby are subject to the fulfillment prior to and at the Date of Closing of each of the following conditions:

- a. Representations and Warranties. The representations and warranties of the other Party contained in this Agreement shall be true and correct in all material respects at and as of the Date of Closing as though such representations and warranties were made at and as of such time; and
- b. Performance. The other Party shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Date of Closing.

13. Default. Time is agreed to be of the essence. In the event either Party fails to comply with any of the material terms hereof, then the other Party may declare a default if such failure continues for fourteen (14) days after the non-complying Party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such fourteen (14) day period, such failure shall not be considered a default, provided the non-complying party commences the cure within the fourteen (14) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Agreement shall occur and the defaulting Party fails to cure the same within the expected curative time period herein provided, the other Party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

14. Indemnification by REAC. Upon the terms and subject to the conditions set forth herein, and to the extent allowed by law, REAC agrees to indemnify and hold the University harmless against, and will reimburse the University upon demand for, any payment, loss, cost or expense made or incurred by or asserted against the University with respect to any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or nonfulfillment of any term, provision, covenant, or agreement on the part of REAC contained in this Agreement.

15. Indemnification by the University. Upon the terms and subject to the conditions set forth herein, and to the extent allowed by law, the University agrees to indemnify and hold REAC harmless against, and will reimburse the City upon demand for, any payment, loss, cost or expense made or incurred by or asserted against REAC with respect to any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or nonfulfillment of any term, provision, covenant, or agreement on the part of the University contained in this Agreement.

16. Assignment. Except as expressly set forth herein, REAC shall not directly or indirectly transfer (by assignment or otherwise) or encumber all or any of its interests under this Agreement in the REAC Condominium without the prior written consent of the University, which consent shall not be unreasonably withheld, conditioned or delayed, and any such assignment made or given without first obtaining Lessor's consent shall be null and void. However, in addition to assignments as collateral to any approved Mortgagee (as defined in the REAC Lease), REAC may lease all or a portion of Unit 1, Unit 2 and Unit 3 of the REAC Condominium upon the terms and conditions as set forth in the REAC Lease without any consent required from the University or UVDCK.

17. Right of First Offer. The University shall have a right of first offer (the "Right of First Offer") to purchase Unit 1, 2 or Unit 3 on the following terms and conditions. If at any time REAC desires to market Unit 1, Unit 2 and/or Unit 3 for sale to an unaffiliated entity (a "Proposed Sale"), prior to engaging in such marketing efforts REAC shall provide written notice to the University offering the University the right to purchase Unit 1, Unit 2 and/or Unit 3, as applicable, for the same purchase price at which REAC would sell Unit 1, Unit 2 and/or Unit 3, as applicable, to an unaffiliated entity (the "Proposed Purchase Price"). The University will have thirty (30) business days from receipt of said notice from REAC to give written notice to REAC that it has decided to exercise its Right of First Offer. In the event the University gives written notice to REAC that it is not exercising its Right of First Offer, or in the event no timely notice is given by the University, this Right of First Offer shall expire with respect to the Proposed Sale only provided that the Proposed Sale is consummated with an unaffiliated entity at a purchase price equal to or greater than the Proposed Purchase Price within twelve (12) months after REAC provided notice of the Proposed Sale to the University and that such entity is approved by UVDCK as set forth in the Ground Lease. Upon receipt of the University's notice that it is exercising its Right of First Offer, REAC shall sell Unit 1, 2 or Unit 3 to the University for the Proposed Purchase Price. At the transfer of Unit 1, 2 or Unit 3 to the University, the Parties shall execute all requisite documentation.

18. Severability. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. Further Assurances. Each Party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, confirmation, instruments, or

further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the Parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

20. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

21. Construction. Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

22. Non-Merger. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed. This Agreement shall not be cancelled at Closing.

23. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all Parties.

24. Notice and Demands. Notice, demand or other communication to REAC or the University required or appropriate under this Agreement shall be in writing, sent by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) registered or certified United States mail, postage prepaid, or (d) prepaid fax if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to REAC: REAC LP
13340 California Street
STE 108
Omaha, NE 68154

With a copy to: Lamson, Dugan & Murray, LLP
10306 Regency Pkwy Drive
Omaha, NE 68130
Attention: Daniel Pauley

And

Koley Jessen, P.C., L.L.O.
1125 S 103rd Street, Suite 800
Omaha, NE 68124
Attention: Matthew D. Maser

If to the University: The Board of Regents of the University of Nebraska
3835 Holdrege St. – Varner Hall
Lincoln, NE 68583-0745
Attention: Corporation Secretary

With a copy to: The University of Nebraska at Kearney
2504 9th Avenue
Kearney, NE 68849-1202
Attn: Business Services

With a copy to: University General Counsel
3835 Holdrege Street, Suite 201
Lincoln, NE 68583-0745
Fax: (402) 472-2038

If to UVDCK: University Village Development Corporation of Kearney
2504 9th Avenue
Kearney, NE 68849-1202

25. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

26. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

27. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

28. Administrators.

- a. University Administrator. The Chancellor of the University of Nebraska at Kearney or their designee shall act as an agent for the University (“University Administrator”) for the purpose of exercising any rights, enforcing any duties, or executing any documents associated with this Agreement.
- b. UVDCK Administrator. The Executive Director of UVDCK or their designee shall act as agent for UVDCK (“UVDCK Administrator”) for the purpose of exercising any rights, enforcing any duties, or executing any documents associated with this Agreement.
- c. REAC Administrator. Josh Berger of REAC or their designee shall act as an agent for REAC (“REAC Administrator”) for the purpose of exercising any rights, enforcing any duties, or executing any documents associated with this Agreement.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

REAC, LP

By: _____

Name: _____

Title: _____

UNIVERSITY SIGNATURE PAGE

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**, a public
body corporate and governing body of the
University of Nebraska at Kearney

By: _____
Walter E. Carter, President

Attest: _____
Stacia L. Palsler, Interim Corporation Secretary

UVDCK SIGNATURE PAGE

**UNIVERSITY VILLAGE DEVELOPMENT
CORPORATION OF KEARNEY**

By: _____

Name: _____

Title: _____

When recorded return to:

University of Nebraska
Office of VP & General Counsel
3835 Holdrege St.
Lincoln, NE 68583-0745

DECLARATION OF REAC CONDOMINIUM

THIS DECLARATION OF REAC CONDOMINIUM is made and entered into effective as of _____, 2020, by REAC, LP a Nebraska limited partnership with its principal office located at 13340 California Street, Suite 108, Omaha, NE 68154 (“REAC”), the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, for and on behalf of the University of Nebraska at Kearney, with its principal office located at 3835 Holdrege Street, Lincoln, NE 68583-0745 (the “University”), and UNIVERSITY VILLAGE DEVELOPMENT CORPORATION OF KEARNEY, a Nebraska non-profit corporation, with its principal office located at 2504 9th Ave., Kearney, NE 68849-1240 (“UVDCK”).

1. DEFINITIONS.

The terms used in this Declaration shall have the meanings stated in the Act, unless otherwise defined below or elsewhere in this Declaration.

- A. “**Act**” means the Nebraska Condominium Act, Neb. Rev. Stat. §§ 76-825 et seq., and all amendments thereto.
- B. “**Affiliate**” means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- C. “**Allocated Interest**” means the undivided interest in the Common Elements and the Common Expense Liability, and votes in the Condominium Association allocated to each Unit as defined in Section 6 of this Declaration.
- D. “**Board of Directors**” or “**Board**” means the governing body of the Condominium Association. The Board shall initially consist of 4 members with each Unit being entitled to appoint 1 Director. The size and composition of the Board may be changed by a vote of eighty percent (80%) of the total votes in the Condominium Association.

- E. **“Building”** means the facility located at _____, Kearney, Nebraska, containing the Condominium Units and Common Elements as shown on the Plats and Plans.
- F. **“Building General Common Elements”** means the interior Building General Common Elements and exterior Building façade within the REAC Condominium and as shown on the Plats and Plans, and the initial construction and project costs and responsibilities for the same as defined herein.
- G. **“Bylaws”** means the Bylaws of the Condominium Association as they may be amended.
- H. **“Capital Improvement”** means a long-term betterment, replacement, renovation, updating, modernization, expansion or addition of an improvement, or any similar action that will either enhance the Condominium’s overall value or increases its useful life.
- I. **“Common Elements”** include General Common Elements and Limited Common Elements and are defined in Section 5 below.
- J. **“City”** means the City of Kearney, Nebraska.
- K. **“Common Expenses”** means the expenses or liabilities incurred by the Condominium Association for the Maintenance of the Condominium pursuant to the requirements imposed upon the Condominium Association by this Declaration.
- L. **“Condominium”** means the Condominium Units and Common Elements as shown on the Plats and Plans.
- M. **“Condominium Association”** means the REAC Condominium Association, an unincorporated association, created for the purpose of operating and maintaining Common Elements and providing service to the Unit Owners.
- N. **“Condominium Association Administrator”** means the President of the Condominium Association or his or her designee as agent for the Condominium Association.
- O. **“Condominium Documents”** means this Declaration, the Bylaws and the Rules and Regulations.
- P. **“Condominium Units”** means all of the units depicted on the Plats and Plans and listed in Exhibit “A”.
- Q. **“Declarant”** means, collectively, the University, REAC and UVDCK.

- R. **“Declaration”** means this Declaration of REAC Condominium, as may be amended.
- S. **“Development Rights”** means the development rights reserved by the Declarant as stated in Section 27 below.
- T. **“Electric General Common Elements”** means the electric utility and related electric improvements located as shown on the Plats and Plans.
- U. **“First Mortgage”** means a first mortgage, deed of trust, or other document pledging a Unit as security for the payment of a debt or obligation.
- V. **“First Mortgage Lender”** means any person, corporation, partnership, trust, company, association, limited partnership, limited liability company or other legal entity which takes, owns, holds, or receives a First Mortgage.
- W. **“General Common Elements”** means certain Common Elements serving or benefiting all the Units and certain General Common Elements that are shown on the Plats and Plans, including, but not limited to the Hardscape General Common Elements, Other Exterior General Common Elements, HVAC Common Elements, Building General Common Elements, Water General Common Elements and Electric General Common Elements.
- X. **“Ground Lease”** means that certain Ground Lease by and between UVDCCK and REAC under which UVDCCK leases the Land to REAC.
- Y. **“Hardscape General Common Elements”** means the outdoor hardscape common areas as shown on the Plats and Plans.
- Z. **“HVAC Common Elements”** means any portion of the Building’s heating, ventilation and air conditioning system not within or solely servicing a Unit as shown on the Plats and Plans.
- AA. **“Land”** means the real estate, described on Exhibit “C” and shown on the Plats and Plans.
- BB. **“Limited Common Elements”** means certain Common Elements serving or benefitting one or more Units as defined in Section 5 below and certain Limited Common Elements that are shown on the Plats and Plans.
- CC. **“Maintain or Maintenance”** shall include operations, management, inspection, maintenance, repairs, replacements, renovation, updating, upkeep and modernization of items with a relatively short-life, security, payment of Taxes, maintenance and upkeep of related personal property, payment of all Utilities and infrastructure charges, custodial, cleaning, snow removal, landscape and care, and trash pickup and removal, but shall exclude Capital Improvements.

- DD. “**Manager**” means the manager as designated by the Board to have defined management responsibilities for the Condominium.
- EE. “**Master Lease**” means that certain Master Lease by and between the University and UVDCK under which the University leases the Land to UVDCK.
- FF. “**Member**” means every individual or entity that is a record Owner of a fee or undivided fee interest in any Unit.
- GG. “**Mortgage**” means any mortgage, deed of trust, or other document pledging a Unit as security for the payment of a debt or obligation.
- HH. “**Mortgage Lender**” means any person, corporation, partnership, trust, company, association, limited partnership, limited liability company or other legal entity which takes, owns, holds, or receives a Mortgage.
- II. “**Other Exterior General Common Elements**” means the exterior Common Elements located outside the Building within the REAC Condominium and as shown on the Plats and Plans.
- JJ. “**Other Unit Owners**” means the Owners of Units 1, 2 and 3.
- KK. “**Owner**” means any individual, corporation, partnership, association, trust, limited partnership, limited liability company or other legal entity, holding legal title to a Unit, but does not include any such person or entity having an interest solely as security for an obligation.
- LL. “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental entity, unincorporated organization, trust, association or other entity.
- MM. “**Plats and Plans**” means the “Plats and Plans” described on Exhibit “A”.
- NN. “**Property**” shall mean the Land and Building.
- OO. “**REAC, LP**” shall mean REAC, LP a Nebraska limited partnership.
- PP. “**Rules and Regulations**” means the rules and regulations adopted by the Board pursuant to the terms of the Bylaws, as they may be amended.

- QQ. “**Special Declarant Rights**” means the rights of the Declarant defined in Sections 8 and 26 below.
- RR. “**Taxes**” shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.
- SS. “**Unit**” is that portion of the Condominium shown or designated in the Plats and Plans for individual ownership and having a separate identifying number. The Unit boundaries are more particularly described in Section 4 below. Each Unit and its identifying number are depicted on the Plats and Plans.
- TT. “**University**” means the Board of Regents of the University of Nebraska or its successors and assigns.
- UU. “**University Administrator**” means the Chancellor of the University of Nebraska at Kearney, or his or her designee, as agent for the University.
- VV. “**Utility**” or “**Utilities**” means dry utilities, wet utilities, communication system, and other future utilities within the right-of-way and easements and within the Property.
- WW. “**UVDCK**” means the University Village Development Corporation of Kearney, a Nebraska nonprofit corporation.
- XX. “**Water General Common Elements**” means the water utility and related water improvements located as shown on the Plats and Plans.

2. NAMES. The name of the Condominium is the REAC Condominium, an unincorporated association.

3. DECLARANT’S PROPERTY INTERESTS AND SUBMISSION AS A CONDOMINIUM. Pursuant to the terms of the Act, Declarant hereby subjects the Property to the condominium form of ownership known as the REAC Condominium as provided for in the Act and in this Declaration.

- A. The University is the legal title holder of the Land.
- B. The University, as lessor, and UVDCK, as lessee, entered into the Master Lease, leasing the Land to UVDCK for the development of Kearney University Village Campus (“Kearney University Village”). Unless terminated earlier pursuant to the terms of the Master Lease, the initial term of the Master Lease will expire on June 30, 2118, unless extended by any of the successive thirty (30) year option periods.

- C. UVDCK, as lessor, and REAC as lessee, entered into the Ground Lease. Unless terminated earlier pursuant to the terms of the Ground Lease, the initial term of the Ground Lease is thirty-five (35) years and will expire on _____, unless extended by up to three (3) additional option periods of five (5) years each. If one of the options is exercised by REAC or its successors or assigns, then the Ground Lease would expire on _____. If two of the options are exercised by REAC or its successors or assigns, then the Ground Lease would expire on _____. If all three of the options are exercised by REAC or its successors or assigns, then the Ground Lease would expire on _____. The parties agree that REAC may seek additional lease extensions upon mutual agreement of the UVDCK and REAC, which shall not be unreasonably withheld, conditioned or delayed.
- D. Upon execution and filing of record of this Declaration, REAC shall be the title holder of all of the Units and all of REAC's rights, title and obligations in the Ground Lease, except for REAC's ownership of the Units, shall be a General Common Element. Upon completion of construction of the Building, Unit 4 will be transferred to the University at no cost to the University, in accordance with the Property Transfer Agreement executed on _____, 2020, among the parties which is hereby incorporated by reference. The University's pro-rata share of funding for the Project will be provided by the University, in accordance with the defined construction cost allocation agreed to herein with such pro-rata payments due from the University as follows: payment on a monthly basis of the invoices from Architect, Contractor and Consultant, paid in conjunction with REAC's pro-rata share as defined herein.
- E. After recording of the Declaration, UVDCK, as the lessor under the Ground Lease, may not terminate the leasehold interest of the Condominium Association or a Unit Owner that materially complies with all CCR's (as defined in the Ground Lease) which, if materially violated, would entitle UVDCK, as lessor, to terminate the Ground Lease; provided however, UVDCK shall provide REAC and the Unit Owner with written notice of any material violation of the CCR's and REAC and/or the Unit Owner shall have ninety (90) days to cure such violation before the Ground Lease may be terminated. A Unit Owner's leasehold interest is not affected by failure of any other person to fulfill any covenant of the Ground Lease. Acquisition of the leasehold interest of the Condominium Association or any Unit Owner by the owner of the reversion or remainder of the Ground Lease does not merge the leasehold and fee simple interest unless the leasehold interest of all Unit Owners subject to that reversion or remainder are acquired.
- F. In the event the Ground Lease is terminated, the Condominium shall terminate. The Unit Owners do not have any right to redeem the leasehold reversion pursuant to the Ground Lease. In the event of a termination of the Ground Lease, the Unit Owners shall have at least ninety (90) days prior written notice, during which time the Unit Owners may remove any personal property, furniture and equipment from

within their respective Units.

- G. A memorandum of the Ground Lease is filed of record with the Buffalo County Register of Deeds Office as Instrument Number _____, and a copy of the Ground Lease is available for review in the main office of [_____].

4. UNITS; BOUNDARIES. The Condominium shall contain four (4) Units. The boundaries of each Unit, including the Unit's identifying number, are shown on Exhibit "A". In the event the Board elects to obtain "as-built" drawings of the Condominium upon completion of the Building, then the Board shall determine if the Plats and Plans are still accurate and, if not, then the Board shall prepare revised Plats and Plans based upon the "as-built" drawings and file such with the Buffalo County Register of Deeds Office as an amendment to this Declaration with the revised Exhibit "A" pursuant to the Declaration amendment process set forth in the Act. The boundaries of each Unit are the unfinished interior surface of the walls around the exterior of the Unit, and the unfinished surfaces of the ceiling and floor of the Unit. All space, interior partitions, and other fixtures and improvements located within the boundaries of a Unit are part of the Unit, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, sealant, finished flooring and any other materials constituting any part of the finished surfaces of the walls, floor and ceiling are part of the Unit.

After the Declaration has been recorded in the records of the Register of Deeds of Buffalo County, Nebraska, every instrument shall legally describe a Condominium Unit as follows:

Unit _____, REAC Condominium, a condominium organized and existing under the laws of the State of Nebraska, pursuant to the Declaration of REAC Condominium, Kearney, Buffalo County, Nebraska.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided interest in the Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and shall incorporate all the rights and burdens incident to ownership of a Condominium Unit and all of the limitations thereon as described in this Declaration and in the Bylaws and Rules and Regulations.

5. COMMON ELEMENTS. The Common Elements are all portions of the Condominium other than the Units.

- A. The Property upon which the Units are located, including, without limitation, the common access areas are a part of the General Common Elements and are shown on the Plats and Plans.
- B. All portions of the walls, floors, ceilings, improvements or spaces that are not part of the Units are a part of the General Common Elements.
- C. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture or improvement lies partially within and partially outside the boundaries of a Unit, any portion serving any portion of that Unit is a Limited Common Elements

allocated to that Unit. Any portion serving any portion of two or more Units is a Limited Common Elements allocated to those Units.

- D. Any space or spaces designated as a “Limited Common Elements” on Exhibit “A” located outside a Unit’s boundary that serves or benefits any portion of one or more Units is a Limited Common Element allocated to those Unit(s), as set forth below:
 - i. The Limited Common Areas depicted on the Plats and Plans shall be for the exclusive use of the Unit(s) as identified therein, subject to this Declaration.
- E. Any permitted signs, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, and patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit’s boundaries, are Limited Common Elements allocated exclusively to that Unit.

6. ALLOCATED INTERESTS. The Owner of each Unit shall own an undivided interest in the Common Elements as a tenant (or tenants) in common with all the other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements on a nonexclusive basis for the purposes incidental to the use and occupancy of said Unit, and such other incidental uses as may be permitted by this Declaration, which right shall be appurtenant to and run with such Owner's Unit. Each Unit’s allocated percentage of undivided interest in the various types of Common Elements and the formulas utilized to establish those allocations are set forth on Exhibit “B”. The same formulas shall be used to revise the Allocated Interests in the event any Units are subdivided or boundaries of a Unit are changed. The formulas used to establish percentage interests in and liability for expenses of the General Common Elements and Limited Common Elements are based upon the relative benefits received by each Unit. The parties agree and acknowledge that University shall pay for the initial cost associated with the building and construction of the Common Elements, not to exceed _____, and University shall reimburse REAC during construction for the monthly construction costs for the Common Elements upon receipt of said monthly construction costs unless University enters into a separate construction contract for the Common Elements. The parties further acknowledge, that University may be eligible for reimbursement via special assessment from the Other Unit Owners as further defined in Section 18 herein.

7. SUBDIVISION; REALLOCATION OF BOUNDARIES.

- A. Subdivision of Units. With the written approval of the Board of Directors, a Unit may be subdivided into two or more units. Upon approval, the Board of Directors shall prepare and record an Amendment to this Declaration including the Plats and Plans on Exhibit “A”, and the Allocated Interests shown on Exhibit “B” shall be reallocated. The expense of preparation of the Amendment, reallocation of the Allocated Interests, and recording fees shall be paid in advance or assessed against the Units affected.
- B. Reallocation of Unit Boundaries. The boundaries between adjoining Units may be reallocated by an amendment to the Declaration upon application to the

Condominium Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of the Allocated Interests, the application must state the proposed reallocations. The Board shall have thirty (30) days to determine if the reallocations are unreasonable. If the Board makes no such finding within 30 days of submittal, then the Board shall prepare and record an Amendment to this Declaration including the Plats and Plans on Exhibit "A", and the Allocated Interests shown on Exhibit "B" shall be reallocated. If further review is needed before a decision is made, the Board shall schedule such meetings as are necessary to review the application. The expense of preparation of the Amendment, reallocation of the Allocated Interests, and recording fees shall be paid in advance or assessed against the Units affected.

8. USE OF COMMON ELEMENTS AND EASEMENTS.

- A. General Common Elements. Each Owner shall have the right to use on a nonexclusive basis the General Common Elements for their intended purpose and shall have an easement over the General Common Elements for that use.
- B. Limited Common Elements. Each Owner shall have the right to use on a nonexclusive basis any Limited Common Elements assigned to its Unit and shall have an easement over the assigned Limited Common Elements for that use.
- C. Support Easement. Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and Common Elements.
- D. Encroachment Easement. In the event any Unit or Common Elements was constructed so as to or due to reconstruction or movement of the Building, does encroach upon an adjoining Unit or the Common Elements, the Owner of the Unit or the Condominium Association, if it is a Common Elements, shall have an easement upon the adjoining Unit or Common Elements to the extent of the encroachment. This easement does not relieve a Unit Owner of liability in case of its willful misconduct nor relieve a Declarant or any other person of liability for failure to adhere to the Plats and Plans.
- E. Easements over Common Elements. The Board may grant easements, leases, licenses and concessions over the Common Elements for the installation and Maintenance of Utilities and other services to or benefiting the Units and for such other purposes as may be necessary or desirable to enable the Condominium Association, Board or Manager to perform their obligations and duties under the Condominium Documents.
- F. Special Declarant Rights. Subject to the provisions of the Declaration, Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

- G. Agreement to Grant Future Easements for Sign. It is recognized and agreed by Unit Owners hereto that their mutual cooperation is desirable for the design, construction, installation, and Maintenance of future Unit signage abutting the exterior façade of its Unit (directly or including the intervening limited common element wall of said Unit) and a Limited Common Elements wall that is exclusively designated to said Unit. The Unit Owners agree to grant to each other and the Condominium Association the necessary and desired rights, licenses and easements to enter and make use of portions of Common Elements during design, construction, installation, and Maintenance of signage, without additional consideration, in order for the Units and Common Elements and any and all of their related improvements to be functional and useful. Such sign easements, licenses and rights as are then presently definable or describable are to be granted by the Board in one or more operating agreements or other documents and instruments. The Board may adopt design standards for signs or signage. Any sign that is approved by the Board shall also comply with all City of Kearney, Nebraska sign ordinances, including obtaining any approvals or permits required from the City of Kearney, Nebraska and the CCR's (as defined in the Ground Lease).

9. UNIT OWNERSHIP, RIGHTS AND RESPONSIBILITIES. Ownership of the Units and the rights and responsibilities of the Unit Owners shall be pursuant to the Condominium Documents and shall be subject to the following provisions:

A. Condominium Unit. Each Unit shall include the following appurtenances:

- i. an undivided interest in the General Common Elements;
- ii. the right to use, occupy and enjoy the General Common Elements and Limited Common Elements, subject to the provisions of the Condominium Documents;
- iii. the easements and licenses described in Section 8 above; and membership in the Condominium Association.

B. Restraint against Separation.

- i. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.
- ii. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.
- iii. The shares in the Common Elements appurtenant to the Units shall remain undivided and no action for partition of the General Common Elements or Limited Common Elements shall lie.

- C. Allocations; Liability for General Common Elements Expenses. Each Unit Owner shall have an undivided interest in the General Common Elements and be liable for a portion of the Common Expenses, in accordance with the Total Allocated Interests as shown in Exhibit "B", and as further defined in Section 6, above.
- D. Allocations; Liability for Limited Common Elements Expenses. Each Unit Owner shall have an undivided interest in the Limited Common Elements assigned to said Unit and be liable for a portion of the Common Expenses, in accordance with the Allocated Interests as shown in Exhibit "B", and as further defined in Section 6, above.
- E. Easements and Restrictions of Record. Each Unit Owner shall be bound by and subject to all easements and restrictions as shown on the Plats and Plans.
- F. Separate Taxation of Units. Each Unit shall be separately taxed and assessed as provided by law and each Unit Owner shall timely pay all taxes and assessments therefore.

10. CONDOMINIUM ASSOCIATION RESPONSIBILITY AND MEMBERSHIP.

- A. Responsibility. The Condominium Association shall be responsible for the Maintenance of the Condominium, the General Common Elements and Limited Common Elements; provided, however, that University shall pay all such Maintenance costs and expenses that exceed \$1.65 per square foot for the Other Unit Owners. The Condominium Association shall fulfill its duties pursuant to the Condominium Documents. The Condominium Association shall have the right to hire one or more persons or entities, including a Manager, contractors and employees to perform its obligations. Any hired party shall be required to have general liability insurance, workers comp, and any other coverage and in amounts determined by the Board.
- B. Membership. Every person or entity who becomes an Owner shall be a Member of the Condominium Association, including contract buyers. However, any person or entity who holds an interest merely as security for the performance of an obligation or as a result of an easement, license, or lease shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to the terms of the Declaration.
- C. Membership Voting Rights for Directors. The Members of the Condominium Association shall have the right to elect the directors of the Board of Directors, subject to the qualification requirements for such directors provided in the Bylaws, and subject to the terms and conditions of the Declaration. For the election of directors, voting rights in the Condominium Association shall be allocated to the Owner(s) of a Unit based upon the Unit's related Allocated Interests as defined in Exhibit "B". The Members may only cumulate voting for the purpose of electing the directors of the Board.

- D. Membership Voting Rights for All Other Matters. Except for the election of directors, voting rights in the Condominium Association shall be allocated to the Owner(s) of a Unit based upon the Unit's related Allocated Interests as defined in Exhibit "B".

11. ADMINISTRATION MANAGEMENT.

- A. Duty of Board. The administration and management of the Condominium shall be the responsibility of the Board whose actions shall be governed by the Condominium Documents. The Board shall dutifully manage the Condominium for the mutual benefit of all Owners.
- B. Management Contracts. The Board is authorized to enter into contracts or other agreements necessary or desirable for the performance of its duties and obligations under the Condominium Documents. It is expressly contemplated that the Board will contract for professional property management for the day-to-day administration and operations of the Condominium Association.
- C. Annual Budget. The Board shall adopt an annual budget for the Condominium and within thirty (30) days of its adoption provide a summary of the budget to all Owners, and set a meeting date to consider ratification of the budget not less than fourteen (14) or more than thirty (30) days after mailing of the summary ("Ratification Meeting"). The budget shall be ratified unless rejected at the Ratification Meeting by eighty percent (80%) of the total votes in the Condominium Association whether or not a quorum is present. In the event the proposed budget is rejected, the annual budget last ratified by the Owners shall be continued until the Owners ratify a new budget proposed by the Board.

12. USE AND OCCUPANCY.

- A. The Units shall be prohibited from being used for any of the following purposes:
 - i. The retail sale of alcoholic beverages for consumption off the premises, but excluding micro-brewing establishments that sell alcoholic beverages for consumption off the premises and restaurants allowing the removal of unsealed bottles of wine pursuant to Neb. Rev. Stat. §53-123.04, as amended.
 - ii. The retail sale of alcoholic beverages for consumption on the premises if such use, in the opinion of the City, has an unreasonable pattern of unlawful disturbances or alcoholic beverage law violations.
 - iii. Any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such use that has an unreasonable pattern of unlawful disturbances or tobacco law violations.

- iv. A sexually oriented business including live entertainment establishments and any other business engaged in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service. The foregoing exclusion shall not include pay for view video/audio services, internet and other forms of telecommunication/communication systems offered or available to guests in the ordinary course of hotel business and trade or to Kearney residents.
- v. Any business whose predominant operation is car wash, dry cleaning, vehicle body repair, paint, refinishing, or parts and equipment cleaning business; provided nothing herein shall be construed to prohibit a dry cleaning pickup facility, convenience, food or fuel store.
- vi. Any business involving gambling or wagering even if otherwise permitted by law including slot machines, video lottery machines, casino games, or off-site pari-mutual wagering sites, but excluding live horse-racing, off-site pari-mutual and simulcast horse-racing, keno, bingo, and the retail sale of lottery tickets as permitted by applicable law.
- vii. Any business involving the sale of weapons, self-service laundromats for nonresidents or non-occupants, illegal activities, or sale of any illegal goods or products.
- viii. Off premises signs.
- ix. Any business providing payday loans, liens, check cashing services, or other similar services, except for banks, savings and loans, insurance company, investment companies, stock brokers, credit unions and automated teller machines.
- x. A stand-alone Cell Tower.

Each and all of the above restrictions shall run with the land and shall be binding upon every person having any fee, lease, or other interest in any of the Units, including successors and assigns, and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Each Unit Owner, individually and collectively, shall have a duty to ensure that these and any other lawful restrictions are enforced, including the recording of any documents necessary to accomplish or enforce the above restrictions.

- B. Nuisance. No noxious or offensive activity shall be permitted within the Condominium, or anything which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Units.

The Board may adopt in its Rules and Regulations specific requirements to control and remedy any nuisance.

- C. Signage. Except for the signs permitted by the sign easements granted by the Board, no other building sign, Unit sign, window sign or other sign or signage visible from any public street shall be allowed to be placed, hung or attached on a Unit or Common Elements, without the prior written approval of the Board. The Board may adopt design standards for signs or signage. Any sign that is approved by the Board shall also comply with the City of Kearney sign ordinance and the CCR's (as defined in the Ground Lease).
- D. Legal Compliance. The Condominium and each Unit shall comply with and observe all laws, zoning and building code requirements, and other rules, regulations and requirements of governmental bodies having jurisdiction over the Condominium.

13. MAINTENANCE, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SERVICES.

- A. Units. Each Unit shall be Maintained by the Unit Owner at the Unit Owner's sole expense. Notwithstanding this general provision for Maintenance, the Board may adopt specific maintenance requirements for the Units which may be uniform. If any Unit Owner fails or refuses to Maintain its Unit, the Condominium Association may perform the required Maintenance and assess the costs against the Unit and Unit Owner.
- B. General Common Elements. The General Common Elements shall be Maintained by the Condominium Association for the benefit of all Owners of the Units to which the Common Elements are assigned by the Act or this Declaration. The cost of such Maintenance shall be a Common Expense of all Owners with the expense therein shared in accordance with the interests and formulas for Common Elements as shown in Exhibit "B", as further defined in Paragraph 6, above.
- C. Limited Common Elements. The Limited Common Elements shall be Maintained by the Condominium Association for the benefit of the Owners of the Unit(s) to which the Limited Common Elements are assigned by the Act or this Declaration. The cost of such Maintenance shall be a Common Expense of such Units with the expense therein shared in accordance with the interests and formulas for Limited Common Elements shown in Exhibit "B", as further defined in Paragraph 6, above.
- D. Negligent or Intentional Damage. An Owner shall be solely responsible for any damage anywhere in the Condominium caused by negligent or intentional actions of the Owner or the Owner's tenants, contractors, employees, agents, faculty members, students, guests, or visitors. The Condominium Association may repair such damage and all costs and expenses incurred by the Condominium Association shall be assessed against the responsible Owner's Unit. In the event insurance covers any portion of the expenses or costs, the Owner shall be responsible for the balance.

- E. Condominium Association Services. The Condominium Association shall provide to the Owners the following services which shall be paid for as Common Expenses:
- i. Maintenance of the Common Elements, including the following:
 - (1) enforcement of all obligations owed to the Condominium Association by the Owners, and
 - (2) performing all other acts required of the Condominium Association by the Condominium Documents or the Act;
 - ii. Maintenance of walkways, walkway lighting, Common Elements, exterior lighting, shrubbery, and landscaping, if any;
 - iii. Trash removal from designated collection points as determined by the Board;
 - iv. Utility services for those Utilities not separately metered for any Unit; and
 - v. Except as otherwise provided herein, Maintenance of all Utility lines, pipes, improvements and facilities within the Condominium which are not Maintained by the supplier of such service or other entity; and
 - vi. Items described in Section 15 C. below.

14. COMPLIANCE WITH PROVISIONS OF THE CONDOMINIUM DOCUMENTS.

- A. Each Owner by acceptance of a deed and each tenant, contractor, employee, agent, faculty member, student, guest, or visitor by entry upon the Condominium agrees to comply strictly with the provisions of the Condominium Documents, and the decisions and resolutions of the Condominium Association, as the same may be amended from time to time. The Condominium Association, or any Owner, shall have the power to enforce the provisions of the Condominium Documents, and the decisions and resolutions of the Condominium Association by any of the following means:
- i. by commencing actions to restrain and enjoin any breach or threatened breach of the provisions of the Condominium Documents, or decisions and resolutions of the Condominium Association;
 - ii. by commencing actions to recover damages for breach of any of the provisions of the Condominium Documents, or decisions and resolutions of the Condominium Association;

- iii. by exclusion, suspension, probation or limitation of use, after notice and hearing as provided in the Bylaws, or any Owner, tenant, contractor, employee, agent, faculty member, student, guest, or visitor from use of certain Common Elements during and for up to sixty (60) days following any breach of the Condominium Documents, or decisions and resolutions of the Condominium Association, unless the breach is a continuing breach in which case such exclusion, suspension, probation or limitation of use shall continue for so long as such breach continues; and
 - iv. by levying and collecting from any Owner, after notice and an opportunity for hearing as provided in the Bylaws, reasonable and uniformly applied nondiscriminatory fines, penalties and assessments established or in the Rules and Regulations of the Condominium Association for breach of the Condominium Documents, or decisions and resolutions of the Condominium Association and its Board by such Owner, tenant, contractor, employee, agent, faculty member, student, guest, or visitor.
- B. All attorneys' fees (to the extent permitted by law) and other costs of enforcing the Condominium Documents, or decisions and resolutions of the Condominium Association, incurred by the Condominium Association, or an aggrieved Owner, shall be assessed against the Owner found to be in violation, and such assessment shall become a lien against such Owner's Unit and shall be enforced and collected in the same manner as all other assessments.

15. ASSESSMENT FOR COMMON EXPENSES.

- A. All Owners shall pay the annual and special assessments levied by the Condominium Association to meet the Common Expenses and reserves for Common Expenses and Capital Improvements. Assessments shall be based upon the Allocated Interests of the Units as established in Exhibit "B", and as further defined in Paragraph 6, above.
- B. Annual assessments for the estimated Common Expenses and reserves for Common Expenses and Capital Improvements shall be payable in installments and due as determined by the Board. The Condominium Association shall cause to be prepared and delivered or mailed to each Owner at least once each year a payment statement setting forth the estimated Common Expense and reserves for Common Expenses and Capital Improvements assessments for the ensuing year.
- C. Common Expenses and reserves for Common Expenses and Capital Improvements assessments shall be the amount the Board shall determine in its budget, subject to Section 17, at least thirty (30) days in advance of each fiscal year, necessary to provide for the payment of all estimated expenses of Maintenance, ownership of the Common Elements, personal property owned by the Condominium Association and reserves for Common Expenses and Capital Improvements. The budget may include, but shall not be limited to, expenses for management; premiums for insurance; landscaping and care of the Common Elements, snow removal from sidewalks,

entrances and exits; common lighting; Utilities not separately metered on behalf of each Unit and the Common Elements; Maintenance; trash collection; wages; legal and accounting fees; management fees; expenses and liabilities incurred by the Board on behalf of the Owners under the Condominium Documents; the creation of reasonable contingency reserves, working capital, and/or sinking funds; and any and all other costs and expenses relating to the Condominium. The costs of insurance may at the discretion of the Condominium Association be assessed in proportion to risk. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board.

- D. Each Owner shall be obligated to pay all charges for any separately metered Utilities servicing its Unit. In the event that any Utilities are master metered, then such Utility service shall be part of the Common Expense assessments and shall be allocated to the Units benefitting from such service as determined by the Board.
- E. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or release of the Owner from the Owner's obligations to pay the Common Expenses or the reserves for Common Expenses and Capital Improvements.
- F. The Condominium Association may levy a special assessment for the purpose of defraying, in whole or in part, any deficit remaining from a previous period or the unbudgeted costs, fees, and expenses of any Maintenance of the Common Elements, including any related fixtures and personal property, as may be determined by the Board of Directors. Such assessments shall be levied in the same manner as other assessments and shall be due and payable as the Board may provide in the Notice of Assessment.
- G. Subject to the Owner's approval for Capital Improvements described in Section 17, the Condominium Association may levy a special assessment for the purpose of defraying, in whole or in part, Capital Improvements of the Common Elements, including any related fixtures and personal property, as may be determined by the Board of Directors. Such assessments shall be levied in the same manner as other assessments and shall be due and payable as the Board may provide in the Notice of Assessment.
- H. The Board may levy a special assessment on any Unit for specific service performed for or delivered to said Unit by the Condominium Association (i) under a contract between the Unit Owner and the Condominium Association; (ii) due to the failure of the Unit Owner or its tenants, contractors, employees, agents, faculty members, students, guests, or visitors to comply with the Condominium Documents; and (iii) due to the actions of the Unit Owner or its tenants, contractors, employees, agents, faculty members, students, guests, or visitors which cause damage anywhere in the Condominium.
- I. In addition to the regular and special assessments authorized by this Section, the Condominium Association may levy penalty assessments or fines imposed against

individual Owners and their Units for violations of the provisions of the Condominium Documents. Any such penalty assessments will be levied only after a notice and hearing as set out in the Bylaws.

16. LIEN OF ASSESSMENTS. The Owners of each Unit shall pay the annual and special assessments levied pursuant to the Condominium Documents. Each assessment shall be a personal obligation of the Unit Owner of the Unit assessed at the time of the assessment, shall bear interest at the rate determined by the Board that is not usurious or violates the Act from the date established by the Board until paid and, when shown of record, shall be a lien upon the Unit assessed to the extent permitted by law.

17. CAPITAL IMPROVEMENTS. Any special assessment for Capital Improvements must be approved pursuant to the Bylaws by the affirmative vote of Unit Owners representing eighty percent (80%) of the Allocated Interests shown as on Exhibit "B", for the applicable Common Elements. Subject to securing the required Unit Owners' approval, the Board may make annual and special assessments for Capital Improvements.

18. GENERAL COMMON ELEMENTS SPECIAL ASSESSMENT. Upon the five-year anniversary of the initial occupancy of the non-University Units, University shall have the one-time right to order and review a market analysis of similarly situated developments containing class A office space located in Kearney, Nebraska. If the non-University Units are being leased for thirty-five percent (35%) (the "Rent Threshold Amount") or more over the then fair market rental rate in Kearney, Nebraska, the Condo Association may impose a one-time special assessment on such Units, which shall be calculated as follows: (i) the per square foot rent amount above the Rent Threshold Amount, (ii) multiplied by the leased non-University Units square footage, (iii) multiplied by the remaining term on such leases. Such special assessment will not exceed a cumulative assessment amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00). The following example is provided for illustration purposes only:

a. If the non-University Units are determined to be charging rent of \$30.00 per square foot, and market analysis shows fair market rental rates of \$20.00 per square foot in Kearney, Nebraska then the formula listed in Section 18 applies. Under this illustration, the rent of non-University Units is 40% over fair market rental rates in Kearney, Nebraska so Section 18 applies. Assuming that there are 20,000 square feet being leased in the non-University Units and the remaining terms on the leases are 3 years, the special assessment due from the Other Unit Owners pursuant to this Section 18 shall be calculated as follows: (i) \$3.00 per square foot (e.g. rent amount being charged is \$30.00 per square foot and Rent Threshold Amount is \$27.00 per square foot); (ii) multiplied by 20,000 (e.g., the total leased square footage in the non-University Units); (iii) multiplied by 3 (e.g., the remaining lease term) = \$180,000.

19. PRIORITY OF LIEN FOR NONPAYMENT OF ASSESSMENTS. The lien of any annual or special assessment is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the recordation of the Declaration, (ii) a First Mortgage on the Unit recorded before the date on which the assessment sought to be enforced was recorded, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The lien may be foreclosed in the same manner as a Mortgage.

20. ALTERATIONS OF UNITS.

- A. Except as limited by other provisions of law or this Declaration, a Unit Owner:
- i. may make any improvements or alternations to a Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;
 - ii. may not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without written approval of the Board; and
 - iii. after acquiring an adjoining Unit or part of an adjoining Unit may remove or alter any intervening partition even if the partition is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. However, such alteration shall not be commenced until the plans for such alteration have been approved in writing by the Board. Removal of partitions or creation of apertures under this Section is not an alteration of boundaries.
- B. Except as authorized in this Declaration, no Owner shall make any structural additions, removals or alterations to a Unit or any mechanical or Utility services, or take any other action that would affect the property of any other Owner, or any property owned and/or Maintained by the Condominium Association. No proposed addition, removal or alteration by an Owner of a Unit, shall be commenced without obtaining written approval of the Board.

21. CONDEMNATION. If any part of the Common Elements is acquired by eminent domain, the award must be paid to the Condominium Association. Any portion of any award attributable to the acquisition of Limited Common Elements must be allocated among the Owners of the Units to which use of the Limited Common Elements are assigned at the time of acquisition. The Condominium Association may withhold monies due to an Owner as a result of condemnation, if said Owner has outstanding amounts due the Condominium Association for any reason described in the Condominium Documents.

22. INSURANCE. Commencing not later than the time of the first conveyance of a Unit to a person, the Condominium Association shall maintain, to the extent reasonably available:

- A. During the construction of the Condominium and until there is substantial completion of the Condominium, REAC has required the construction contractor to carry "builder's risk" insurance, which provides REAC and the University as the initial Unit Owners reasonable property insurance protection. Prior to substantial completion of the Condominium, the Condominium Association shall obtain property insurance on the Property including the Common Elements and, to the extent reasonably available, the Units (excluding improvements and betterments installed by the Unit Owners), insuring against all risks of direct physical loss

commonly insured against. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

Insurance policies carried pursuant to this subsection A. must provide that:

- i. Each Unit Owner is an insured person under the policy with respect to liability arising out of its interest in the Units, Common Elements or membership in the Condominium Association;
- ii. The insurer waives its right to subrogation under the policy against any Unit Owner or Member of its Unit;
- iii. No act or omission by any Unit Owner, unless acting within the scope of its authority on behalf of the Condominium Association, will void the policy or be a condition to recovery under the policy; and
- iv. If, at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Condominium Association's policy provides primary insurance.

Any loss covered by the property policy must be adjusted with the Condominium Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Condominium Association, and not to any Mortgage Lender under a Mortgage. The insurance trustee or the Condominium Association shall hold any insurance proceeds in trust for Unit Owners and lien holders as their interests may appear. Except as set forth below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property covered by the policy has been completely repaired or restored, or the Condominium is terminated.

Any portion of the Condominium covered by the property policy which is damaged or destroyed shall be repaired or replaced promptly by the Condominium Association unless (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) one hundred percent (100%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Elements which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds is an expense of the Owner or Owners occupying, using, or required to maintain as an owner or as a Common Expense, unless one hundred percent (100%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Elements which will not be rebuilt, vote not to rebuild. If the entire Condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged General

Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and (iii) the remainder of the proceeds must be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the General Common Elements interests of all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Neb. Rev. Stat. §76-831(a), and the Condominium Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the foregoing, the Act governs the distribution of insurance proceeds if the Condominium is terminated.

- B. Liability insurance, including medical payments insurance, in an amount determined by the Board, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or Maintenance of the Common Elements. In addition, worker compensation insurance is being provided by the construction contractor during construction of the Condominium.
- C. An insurance policy issued to the Condominium Association does not prevent a Unit Owner from obtaining insurance for its own benefit.
- D. An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Condominium Association and, upon written request, to any Unit Owner or Mortgage Lender. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Condominium Association, each Unit Owner and Mortgage Lender to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

23. TORT AND CONTRACT LIABILITY. Notwithstanding the duty of the Condominium Association to Maintain parts of the Condominium and the Common Elements, the Condominium Association shall not be liable to Owners for injury or damage, other than the cost of Maintenance, caused by any latent condition of the Condominium and the Common Elements to be Maintained by the Condominium Association, or caused by natural elements or other Owners or persons. Nothing in this Declaration shall waive, or be construed to waive, the sovereign immunity of the State of Nebraska or the University.

24. ADDITIONAL PROPERTY FOR COMMON USE. The Condominium Association may acquire and hold for the benefit of the Owners real property and tangible and intangible personal property that is part of an approved annual budget or has been eighty percent (80%) of the Unit Owners, and the beneficial interest in any such property shall be owned by the Condominium Owners in the same proportion as their Allocated Interest in the Common Elements and shall not be transferable except with the transfer of a Unit. Each Owner may use such real and personal property

in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

25. REGISTRATION BY OWNER. Each Owner shall register its mailing address with the Condominium Association, and except for routine statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by express mail service or by United States mail, postage prepaid and addressed in the name of the Owner of such registered mailing address.

26. SPECIAL DECLARANT RIGHTS. Notwithstanding any contrary provision herein, the Declarant hereby reserves the following Special Declarant Rights:

- A. Complete Improvements. Declarant reserves for the benefit of Declarant the right to construct the Building and related improvements as shown on the Plats and Plans and the construction documents, as may be amended.
- B. Development Rights. Declarant reserves for the benefit of Declarant the Development Rights described in Section 27 below.
- C. Use Easements Through the Common Elements. Declarant reserves for the benefit of Declarant the Easements described in Section 8 above for the purpose of making improvements within the Condominium or within real estate which may be added to the Condominium.

27. DEVELOPMENT RIGHTS. The Declarant hereby reserves, for the benefit of Declarant, the following Development Rights to be exercised at a later date:

- A. Subdivide Units. Declarant hereby reserves the right to subdivide the Units owned by Declarant.

Declarant must file an amendment to the Declaration to reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in a reasonable manner prescribed by the Board.

28. AMENDMENT TO DECLARATION. The Condominium regime established by this Declaration may be amended, in writing, by the Unit Owners of eighty percent (80%) of the Total Allocated Interests shown on Exhibit "B", at any time, unless a greater percentage is required by the Act or by this Declaration.

29. TERMINATION. The Condominium may be terminated in the manner provided by the Act. This Declaration and the Condominium shall continue in full force and effect from the date of recording until termination.

30. SEVERABILITY. The invalidation of any one of the provisions of this Declaration shall not affect the validity of the remaining provisions.

31. ADMINISTRATORS.

- A. Unit Owner Administrators. Each Unit Owner shall designate a Unit Owner Administrator, who shall act as agent for the Unit Owner for the purpose of exercising any rights, enforcing any duties, executing the Condominium Documents or any amendment thereto, or executing any documents pursuant to this Declaration, including but not limited to completing and amending the Exhibits to this Declaration; provided that all confidential material shall be preserved as such to the extent permitted by law.
- B. Condominium Association Administrator. The Condominium Association Administrator shall act as agent for the Condominium Association for the purpose of exercising any rights, enforcing any duties, executing the Condominium Documents or any amendment thereto, or executing any documents pursuant to this Declaration, including but not limited to completing and amending the Exhibits to this Declaration; provided that all confidential material shall be preserved as such to the extent permitted by law.
- C. Authority to Carry Out Agreement and Closing Agreements. The Unit Owner Administrator(s) and Condominium Association Administrator are hereby authorized to take such action as the Unit Owner Administrator(s) and Condominium Association Administrator may deem necessary or advisable in order to carry out this Declaration and the Condominium Documents, including, but not limited to, the authority to make ministerial alterations, changes or additions to this Declaration or the Condominium Documents.

32. HEADINGS, CAPTIONS. The headings and captions to this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

33. GOVERNING LAW. This Declaration shall be construed and controlled by and under the laws of the State of Nebraska.

34. EFFECTIVE DATE. This Declaration shall become effective when recorded.

35. GROUND LEASE NOT AMENDED. This Declaration shall in no way amend or supersede the Ground Lease. In the event of a conflict between this Declaration and the Ground Lease, the Ground Lease shall govern.

36. EXHIBITS. The following Exhibits are attached to this Declaration and are incorporated herein by this reference:

EXHIBIT "A" -- Plats and Plans

EXHIBIT "B" -- Allocated Interests

EXHIBIT "C" -- Legal Description

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IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date set forth below.

“DECLARANT”

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By: _____
Walter E. Carter, President

Attest: _____
Stacia L. Palser, Interim Corporation Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Walter E. Carter and Stacia L. Palser, respectively President and Interim Corporation Secretary of the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska at Kearney.

(Seal)

Notary Public

“DECLARANT”

**UNIVERSITY VILLAGE DEVELOPMENT
CORPORATION OF KEARNEY**

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, the _____ of the University Village Development Corporation of Kearney, a Nebraska nonprofit corporation.

(Seal)

Notary Public

EXHIBIT "A":
Plats and Plans

EXHIBIT "B":
Allocated Interests

EXHIBIT "C":
Legal Description

TO: The Board of Regents Addendum XI-B-2
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Approve the License Agreement with Collegiate Licensing Company, LLC

RECOMMENDED ACTION: Approve the License Agreement with Collegiate Licensing Company, LLC

PREVIOUS ACTION: None

EXPLANATION: The University of Nebraska-Lincoln's Department of Intercollegiate Athletics has had a decade long and productive relationship with Collegiate Licensing Company (CLC). Under the Agreement, CLC is provided the exclusive right to license Husker logos on the broad variety of apparel and other items fans and friends of the program desire to purchase, and CLC collects the revenues generated from those licenses. CLC also provides services which assist in the enforcement and protection of these valuable logos, which are occasionally subject to illegal use and misappropriation.

This CLC arrangement generates licensing revenue for Nebraska Athletics as a percentage of the revenue (e.g. royalties on logos) collected by CLC as follows: 85% of the first \$1.5 million; 90% of the amount over \$1.5 million through \$3.5 million; and 92.5% of any revenue in excess of \$3.5 million.

The present contract with CLC expires on June 30, 2021, and to provide an incentive to enter into the proposed six-year contract (which runs through June 20, 2027), CLC shall pay Nebraska Athletics \$180,000 on or before February 1, 2021.

Given the pandemic, the monetary value of contracts based upon revenue projections is difficult to predict. That said, a conservative estimate of the revenue generated over the terms of this Agreement is \$20,000,000, and as such, it is presented to the Board of Regents for approval in accordance with RP-6.3.1 Administrative Approval of University Contracts.

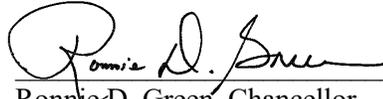
Since a portion of the fee paid to CLC is contingent upon sales, campus officials pursuant to Nebraska law desire to use the Board of Regents meeting structure to accommodate the public notice and signature requirements under Neb. Rev. Stat. § 73-204, requiring any contingent fee contract reasonably anticipated to result in the payment of contingent fees in excess of \$25,000 per year to be executed by the highest executive officer upon 30 days' notice to the public.

This item has been reviewed by the Business and Finance Committee.

SPONSORS: William H. Moos, Director of Athletics
University of Nebraska-Lincoln

William J. Nunez, Vice Chancellor for Business and Finance
University of Nebraska-Lincoln

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

November 6, 2020



AGENCY AGREEMENT

This Agency Agreement (“Agreement”) is made effective on the Effective Date (as defined herein) by and between **Collegiate Licensing Company, LLC**, a Georgia limited liability company having a principal place of business at 1075 Peachtree Street NE, Suite 3300, Atlanta Georgia 30339 (“CLC”), and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska, by and on behalf of the **University of Nebraska-Lincoln Department of Intercollegiate Athletics**, having an address at One Memorial Stadium, Lincoln, Nebraska 68588-0122 (“University”). CLC and University may be referred to herein collectively as the “Parties” and sometimes individually as a “Party”

RECITALS

WHEREAS, University owns and/or controls the right to grant licenses under the Indicia (as defined herein);

WHEREAS, University has authorized CLC to license the use of the Indicia in connection with the manufacture, distribution, sale, and other commercialization of Licensed Articles (as defined below) and Premiums (as defined herein);

WHEREAS, CLC desires to act as University’s exclusive Product Licensing Agent (as hereinafter defined) to preserve the integrity, character, and dignity of University and maintain the Indicia as a designator of quality merchandise; and

WHEREAS, University desires to so appoint CLC as its exclusive Product Licensing Agent.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms will have the following respective meanings:

(a) “**Annual Revenue**” means all revenue resulting from the use of (or the grant of rights to use) the Indicia during each Contract Year (as defined herein) including any and all royalties, advances, signing bonuses, minimum guarantee payments, trade, or other non-monetary compensation, incentives, or payments from University’s licensees.

(b) “**Contract Year**” means the annual period beginning on the Effective Date, and each subsequent annual period during the Term (as defined herein) beginning on the annual anniversary of the Effective Date (as such annual period may be suspended or extended upon mutual agreement of the Parties).

(c) “**Indicia**” means the names and identifying indicia of University including, without limitation, the trademarks, service marks, trade dress, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, designs, colors, uniform and helmet designs,



distinctive landmarks, logographics, mascots, seals and other symbols associated with or referring to University. Indicia includes those shown in **Appendix “A”**, modifications of the Indicia approved for use by University, and any other Indicia adopted and approved for use by University.

(d) **“Licensed Articles”** means all products that contain the Indicia approved pursuant to this Agreement.

(e) **“Premiums”** means any products, including Licensed Articles, bearing any Indicia featured alone or in combination with the indicia of any third party, that a licensee sells or gives away for the purposes of: (i) promoting, publicizing or increasing the sale of its own products or services; or (ii) promoting, publicizing or increasing the sale of the products or services of any third party. For clarity, Premiums include products distributed in connection with combination sales, incentives for sales force, trade, and/or consumer promotions such as sweepstakes.

(f) **“Product Licensing Agent”** means an agent to license the use of the Indicia in connection with the manufacture, advertising, distribution and sale of Licensed Articles and Premiums, as those terms are hereinafter defined, and to conduct Product Licensing Promotions.

(g) **“Product Licensing Promotion”** means any activity involving the presentation of Indicia through advertising, publicity, or other means of exposure, in or on merchandise, Premiums, point of purchase displays, print, electronic or any other medium that promotes University’s product licensing program.

(h) **“Territory”** means the United States of America, its territories, and possessions, and the Commonwealth of Puerto Rico, as well as United States military bases abroad. Sales of Licensed Articles through internet retail websites operated by licensees or other third parties based in the Territory to individual consumers located outside the Territory will be permitted for purposes of this Agreement.

2. AGENCY.

(a) **Grant.** During the Term the University hereby appoints CLC as its exclusive Product Licensing Agent to: (i) grant licensees the rights to use the Indicia on and in connection with the manufacture of Licensed Articles and Premiums advertised, distributed or sold or distributed through approved distribution channels in the Territory; (ii) collect and distribute Annual Revenue; and (iii) conduct Product Licensing Promotions in the Territory, in each case in the manner set forth in this Agreement. This Agreement will not apply, with respect to any item of merchandise, Indicia, and/or company listed in **Appendix “B”**, and/or to any company doing business in a location listed in **Appendix “B”**, in accordance with the indications set forth in **Appendix “B”**.

(b) **Inquiries.** University agrees that, if any potential licensee or other Party directs an inquiry to University regarding Licensed Articles, Product Licensing Promotions, Premiums or other trademark use or licensing related issues, such inquiry will be forwarded to CLC for a response. CLC agrees that, upon receiving any inquiry from a potential licensee, whether from University or directly from such potential licensee, CLC will handle said licensee request in an expeditious manner.

(c) Strategic Communications. No less than once each month, representatives with the requisite expertise and authority designated from the University and CLC shall participate in a telephone call or conference call to review matters including but not limited to: (i) review of current royalties; (ii) analysis of overall licensing program; (iii) strategic discussions on renewals of licensees (e.g., number of licensees, royalty rates); (iv) strategies for the brand and marks; (v) and review of best practices observed throughout the licensing industry for the purposes of maximizing the University's program.

(d) Analytics Support. CLC shall grant include the University access to its Brand Manager 360 and Insights platforms (or similar successor platforms) in order that the University might use the data available to best serve customer retail demands, project potential customer needs, and maximize licensing and retail revenues.

(e) Royalty Reports. Annually CLC shall provide the University a report with royalty information in a format reasonably requested by the University. Such information shall include, but is not limited to, detail related to certain sales categories (e.g., women's apparel, headwear, and memorabilia); analysis and comparison to previous sale periods; and benchmarking and comparison to other CLC university and college licensees.

(f) Public Records. It is understood and agreed that this Agreement and any agreements which CLC shall enter into as an agent of the University, as well as any records and documents deemed to be of or belonging to the University, shall be a public records as provided by the Nebraska public records statutes (Neb. Rev. Stat., §§ 84-712 through 84-712.09, as amended) and shall be made available by CLC, in coordination with the University, to the public for examination as provided by said statutes.

3. **QUALITY CONTROL AND APPROVALS.**

(a) General Quality Control. CLC agrees that it will license the use of the Indicia only in connection with merchandise and promotions of the kind or character approved by the University. CLC acknowledges that if merchandise sold by licensees were of inferior quality in design, material or workmanship, the substantial goodwill that University possesses in the Indicia may be impaired. Accordingly, CLC undertakes that the licensing will be done in such a way as to preserve the integrity, character and dignity of University and that the Licensed Articles and Premiums will be of good quality.

(b) Licensee Submissions. CLC will require licensees to submit items of merchandise and designs for approval prior to distribution or sale, either electronically via BrandManager 360 or as a sample or prototype of the actual product (hereinafter "Licensee Submissions"). CLC will, in turn, inspect the Submissions, and then will transmit or forward the Submissions to the University for its review and approval in accordance with **Section 3(c)**.

(c) CLC Submissions. CLC will submit to University for its approval all Product Licensing Promotions developed by CLC, as well as any Premiums, at no additional cost, related to said Product Licensing Promotions (hereinafter "CLC Submissions" and together with the Licensee Submissions, the "Submissions").

(d) Approval Deadlines. Recognizing the time constraints of production schedules, University will have two weeks from its receipt of a Submission to approve or disapprove said Submission, and if approved, the Submission will be deemed as accepted to serve as an example of quality for that item. In the event that the University fails to notify CLC of its decision within the two-week period, CLC will have the right to approve said Submission on University's behalf, unless otherwise notified by the University. Only items manufactured in accordance with corresponding samples accepted hereunder, and which have substantially the same relative quality position in the marketplace as do the samples thereof, may be permitted to bear the Indicia. However, CLC may furnish to University a further sample of any item of merchandise for which a change in quality, style and/or appearance is desired, and University shall have two (2) weeks from receipt thereof in which to reject the further sample in writing.

(e) Compliance Audits. During CLC's annual audit selection process, University will have the ability to select up to two (2) of its current and/or former licensees to add to CLC's contract compliance audits for any given year up to a maximum of 10 contract compliance audits over the Term; provided that any such suggested licensees are provided to CLC at least nine (9) months prior to CLC's final determination of the licensees to be audited for the upcoming annual audit period.

(f) Labor Standards. CLC will require any of the licensees licensed by CLC pursuant to this Agreement to comply with applicable generally accepted international labor standards.

4. REVENUE COLLECTION AND DISTRIBUTION.

(a) Annual Revenue Collection. During the Term CLC will be entitled to collect all Annual Revenue and distribute it in accordance with this Agreement. If any Annual Revenue is remitted to a third party, University will make a commercially reasonable effort to collect such Annual Revenue from that third party and promptly deliver it to CLC for accounting and distribution in accordance with this Agreement. If any Annual Revenue is remitted directly to University, University will promptly deliver such Annual Revenue to CLC for accounting and distribution in accordance with the terms of this Agreement. Upon the termination or expiration of this Agreement, CLC shall receive no compensation pursuant to this Agreement on license agreements in effect as of the date of termination or expiration of this Agreement, regardless of when such license agreements expire, except to the extent such revenue was generated prior to the effective date of the termination or expiration of this Agreement.

(b) Annual Revenue Distribution. With regard to Annual Revenue, CLC shall be entitled to retain fifteen percent (15%) of the first One Million Five Hundred Thousand and No/100 Dollars (U.S. \$1,500,000), ten percent (10%) of the next Two Million and No/100 Dollars (U.S. \$2,000,000), and seven and one half percent (7.5%) of all Annual Revenue in excess of Three Million Five Hundred Thousand and No/100 Dollars (U.S. \$3,500,000). CLC will render the balance of the Annual Revenue to University unless otherwise directed by University. Payments hereunder will be made to University quarterly within one month following each calendar quarter and will be accompanied by a report setting forth activities resulting in said revenue and any other information as appropriate to enable an independent determination of the amounts due hereunder. CLC will keep records of operations hereunder for at least four (4) years after the date of payment



and will make such records reasonably available during normal business hours for examination by a representative of University to the extent necessary to verify the payments herein provided.

(c) One Time Payment. CLC shall provide a one-time, lump-sum payment (“One Time Payment”) to University in the amount of One Hundred Eighty Thousand and No/100 Dollars (U.S. \$180,000). The One Time Payment shall be paid to University no later than the day on which the first quarterly payment due to the University pursuant to **Section 4(b)** is due and payable to University. Such One Time Payment may be used in University’s discretion. In the event the Agreement is terminated prior to the natural expiration of the Term for any reason, other than due to an uncured, material breach of the Agreement by CLC, University shall repay to CLC a pro-rata portion of the One Time Payment received by University, which amount shall be determined by multiplying the amount of the One Time Payment received by University by a fraction, the numerator of which is the number of calendar days from the Effective Date until the date of termination, subtracted from the number of calendar days composing the full Term of this Agreement, and the denominator of which is the number of calendar days composing the full Term of this Agreement. Such refunded amount shall be due and payable to CLC thirty (30) days after the effective date of such termination.

(d) Additional Incentive Payment. The Parties recognize that, pursuant to that certain Addendum to the Standard Retail Product License Agreement dated June 24, 2020 between **Top of the World by Fanatics, LLC**, f/k/a Top of the World, LLC (“TOW/Fanatics”) and CLC, as agent for University, granting to TOW/Fanatics certain exclusive rights to use the Indicia in connection with the commercialization of certain Licensed Articles (the “TOW/Fanatics Exclusive Mass License”), TOW/Fanatics is contractually obligated to pay to CLC, as the University’s Product Licensing Partner, an amount equal to Two Hundred Thousand and No/100 Dollars (U.S. \$200,000) (the “Additional Incentive Payment”) no later than June 1, 2021. The Parties further recognize that CLC is contractually entitled to receive/retain a portion of the Additional Incentive Payment, which, for purposes of this Agreement, the Parties agree is seven and one half percent (7.5%) of the Additional Incentive Payment (the “CLC Share”). Notwithstanding the foregoing, and as additional consideration to University for the rights granted herein, CLC shall forego, and allow University to retain, the CLC Share. Additionally, the Parties acknowledge that, pursuant to the TOW/Fanatics Exclusive Mass License, as amended between CLC and TOW/Fanatics on September 1, 2020, University shall have the right to terminate the TOW/Fanatics Exclusive Mass License upon the expiration of Year 3 of the TOW/Fanatics Exclusive Mass License as more specifically set forth therein. In the event University (or CLC at the request of University) exercises the option to so terminate the TOW/Fanatics Exclusive Mass License upon the expiration of Year 3, then pursuant to the TOW/Fanatics Exclusive Mass License, University shall refund or otherwise pay to CLC an amount equal to Eighty Thousand and No/100 Dollars (U.S. \$80,000). Such refunded amount shall be due and payable to CLC thirty (30) days after the effective date of such termination, and thereafter CLC shall promptly refund or otherwise pay such amount to TOW/Fanatics.

(e) Manner of Payment. All amounts payable to University will be paid in United States dollars by wire transfer payable to University of Nebraska-Lincoln Department of Intercollegiate Athletics.

5. CONFIDENTIAL INFORMATION.

(a) Definition. “Confidential Information” means information that one Party (or an affiliate) discloses to the other Party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

(b) Confidentiality Obligations. The recipient will not disclose the discloser’s Confidential Information, except to employees, affiliates, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. The recipient may disclose Confidential Information when required by law. To the extent permitted by law, recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser’s efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. In the event CLC elects to redact records disclosed to University that the University is required to disclose pursuant to Nebraska’s public records laws, CLC agrees that, at its sole option and expense, it may defend any challenge to such redactions.

6. LEGAL SUPPORT AND SERVICES.

(a) Conflict of Interest. CLC understands and agrees that, except when University and CLC have conflicting interests, University shall have the sole right, in University’s discretion, to control the prosecution or defense of any action or lawsuit in which University and CLC are named parties, to decide whether to file and prosecute an action or lawsuit, or to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit, in any manner against a third party arising out of or related to this Agreement. CLC further understands and agrees that University shall have the sole right, in University’s discretion, to select and retain counsel for any of these purposes. University agrees to consult with CLC, to the extent that it is feasible and not prejudicial to University’s interest, before making any final decision in any manner in which University and CLC are aligned against a third party, and University further agrees that it shall not commit CLC to the terms of any compromise or settlement which would make CLC wholly or partially responsible for the payment of money to a third party without the prior written consent of CLC which shall not be unreasonably withheld.

(b) CLC Litigation Support. CLC agrees to provide, at reasonable cost to be borne by University, any evidence, documents, and testimony which may be requested by University to assist in the filing, prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement. In the event CLC is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by



CLC in connection therewith, shall be paid by CLC and University shall have no liability for paying said expenses.

(c) Court Costs and Attorneys' Fees. University shall pay the costs and expenses of any action or lawsuit in any court or in any state or federal agency when University is a party thereto against a third party in any matter arising out of or related to this Agreement. Any award of attorneys' fees in any action in any court or in any state or federal agency shall be paid solely to University, and CLC shall not share therein. Any damages or profits ordered to be paid University by any third party in any matter arising out of or related to this Agreement will, to the extent that such damages or profits are actually collected by University, be first retained by University to reimburse University fully for all costs and expenses incurred in the action or lawsuit, including compensation for the time spent by University's employees in connection with the action or lawsuit, and any remaining existing money, to the extent that it is compensation for royalties otherwise payable, will be divided between University and CLC as specified in Paragraph 4 of this Agreement.

(d) CLC Enforcement and Portfolio Services. CLC will maintain a trademark enforcement program to assist University in policing the use of the Indicia on unlicensed products offered for sale and distribution in online and physical marketplaces (the "CLC Enforcement Services") and a trademark portfolio maintenance program to assist University in maintaining and maximizing the value of the Indicia (the "CLC Portfolio Services"). CLC's Enforcement and Portfolio Services are designed to supplement University's existing trademark protection maintenance program to provide maximum legal coverage and support for the Indicia. CLC's enforcement and portfolio maintenance personnel will work collaboratively with University's in house and/or outside trademark counsel and CLC's Enforcement and Portfolio Services are not designed or intended to replace University's current programs.

7. REPRESENTATIONS.

University represents, warrants and agrees that: (i) University is the sole and exclusive owner of its Indicia and has the right to use such Indicia including, without limitation, the right to grant use of such Indicia to CLC pursuant to this Agreement; (ii) to the best of the University's knowledge there are no oppositions or cancellation proceedings pending against any of its Indicia in the United States Patent and Trademark Office; and (iii) use of the Indicia in accordance with this Agreement will not infringe on or violate the rights of any third party. Each Party represents, warrants, and agrees that it has the full power and authority to execute and deliver this Agreement.

8. INDEMNIFICATION AND INSURANCE.

(a) Licensee Indemnification. University shall have no liability for any item manufactured or sold by a licensee and CLC will require all licensees to indemnify and hold harmless University and officers, employees, servants, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any Licensed Article (excluding any claim regarding ownership of the Indicia). CLC will require of each licensee of the Indicia that it have and maintain Commercial General Liability insurance in an amount reasonably sufficient to cover all foreseeable product liability claims. University will not be liable to CLC or to any licensee, as the result of activities by CLC or any licensee hereunder for infringement of any patent,



copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by CLC or any licensee because of any patent, copyright or trademark held by a third party, except where Indicia is used as expressly authorized in this Agreement.

(b) CLC Indemnification Obligations. CLC will defend and indemnify University and its officers, directors, employees, and agents from any and all third-party claims arising from the negligence or wrongful acts or omissions of CLC, its officers, or employees under this Agreement. CLC will keep the University reasonably apprised of the continuing status of the claim and will permit the University, at its expense, to participate in the defense of settlement of such claim. CLC will have no obligation under this section for claims settled without CLC's prior approval.

(c) University Responsibilities. University shall be responsible for the negligence or wrongful acts or omissions of University, its officers, or employees under this Agreement, and for any claims alleging that the Indicia infringe upon the intellectual property rights of a third party. University will keep CLC reasonably apprised of the continuing status of any such claim and will permit CLC, at its expense, to participate in the defense of settlement of such claim. University will have no obligation under this section for claims settled without University's prior approval. Notwithstanding the foregoing, any liability imposed upon University shall only be valid to the extent permitted by the Constitution and laws of the state where University is located.

(d) Notification of Claims. In the event that either University or CLC learns or becomes aware that any third party has made or may make a claim against University or CLC for any matter arising out of or related to this Agreement, the Party learning or becoming aware of such actual or potential claim will notify the other by telephone or email, confirmed by email receipt confirmation notice, on the same day, and will follow such notification with a full written report within forty-eight (48) hours.

(e) Insurance. Each Party shall obtain and maintain through the Term at its own expense commercial general liability insurance, business automobile liability insurance (and, in the case of CLC, professional liability insurance), coverage each in amounts no less than One Million and No/100 Dollars (U.S. \$1,000,000) per occurrence and Three Million and No/100 Dollars (U.S. \$3,000,000) in the aggregate. CLC shall provide University with a certificate of insurance evidencing such coverages upon request of University and will list University as an additional insured on such policies. CLC acknowledges and agrees that the University may self-insure pursuant to the University of Nebraska Self-Insurance Program (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the Program shall pay on behalf of the University during any of its fiscal years all sums for which the University shall become legally obligated to pay as damages for liability occurrences, up to the limits of One Million and No/100 Dollars (US \$1,000,000) per liability occurrence and Three Million and No/100 Dollars (US \$3,000,000) in the aggregate of liability occurrences in any fiscal year. Upon written request of CLC, the University shall provide CLC with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement evidencing such coverage.

9. RELATIONSHIP OF PARTIES. Outside of the agency relationship created under this Agreement, University and CLC are independent entities. Nothing herein will be construed to

place the Parties in the relationship of partners or joint-venturers, nor will any similar relationship be deemed to exist between them. Nothing herein will give CLC any right, title, or interest in any Indicia of University except the limited interest specifically stated in this Agreement, and all use by any licensee of any of the Indicia will inure to the benefit of University. Nothing herein will give University the right to control CLC's general operation of its business, including the maintenance and management of licensees. Neither CLC nor any licensee is empowered to state or imply, either directly or indirectly, that CLC or any licensee or any activities other than those pursuant to this Agreement and licenses issued pursuant to this Agreement are supported, endorsed or sponsored by University, and upon the direction of University, express disclaimers to that effect will be issued.

10. TERM AND TERMINATION.

(a) Term. The initial term of this Agreement (the "Initial Term") will begin effective July 1, 2021 (the "Effective Date") and will expire on June 30, 2027, unless sooner terminated or extended in accordance with the provisions hereof. University shall provide CLC with notice of its decision to extend or terminate this Agreement at least ninety (90) days prior to the end of Initial Term or the then current Renewal Term (as defined herein). If University chooses to terminate or not to extend this Agreement beyond the Initial Term or the then current Renewal Term, such notice shall include the name of the University's new licensing agent (if applicable) and the effective date of the transition, which shall in no event be earlier than ninety-one (91) days following CLC's receipt of such notice. If the University fails to provide CLC with the required notice, this Agreement will automatically renew for successive one- (1) year terms (each, a "Renewal Term") until either Party provides the other with the applicable notice at least ninety (90) days' prior to the end of the Initial Term or the then current Renewal Term (each such Renewal Term, together with the Initial Term, collectively, the "Term").

(b) Termination for Default. If either University or CLC fails to perform any of the material terms or conditions of this Agreement and such material breach is not cured within thirty (30) days after the non-defaulting Party has given written notice thereof, the non-defaulting Party will have the right to terminate this Agreement, in addition to all other remedies a Party may have at law or in equity.

(c) Termination for Insolvency. To the extent then permitted by law, University may terminate this Agreement immediately upon written notice to CLC if CLC makes any assignment for the benefit of creditors, or will file any petition under the Bankruptcy Act for reorganization, or file a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency will be appointed under the laws of the United States or of the several states.

(d) Effect of Termination. Upon termination or expiration of this Agreement, all rights of either Party will forthwith terminate except **Sections 5, 8, and 21** survive such termination or expiration.

11. NOTICES. All notices and statements to be given and all payments to be made will be given or made to the Parties at their respective addresses set forth below, unless notification of a change of address is given in writing. Unless otherwise provided in the Agreement, all notices



will be sent by certified mail, return receipt requested; facsimile, the receipt of which is confirmed by confirmation document; email, confirmed by email receipt confirmation notice; or nationally recognized overnight delivery service that provides evidence of delivery, and will be deemed to have been given at the time they are sent.

To CLC:
Collegiate Licensing Company, LLC
1075 Peachtree Street NE, Suite 3300
Atlanta Georgia 30339
Attn: Cory Moss
SVP, and Managing Director

with copies to:
Collegiate Licensing Company, LLC
1075 Peachtree Street NE, Suite 3300
Atlanta Georgia 30339
Attn: General Counsel

To University:
The Office of the Athletic Director
One Memorial Stadium
P.O. Box 880120
Lincoln, Nebraska 68588-0120

with copies to:
The Office of the Vice Chancellor for
Business and Finance
University of Nebraska-Lincoln
301 Canfield Administration Building
Lincoln, Nebraska 68588-0425

12. NONASSIGNABILITY. This Agreement and any rights herein granted are personal to CLC and will not be assigned, sublicensed or encumbered without University's written consent, except that the Agreement and rights may be assigned along with CLC's entire business in licensing the marks of universities,

13. SEVERABILITY. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

14. AMENDMENTS. Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement.

15. NO WAIVER. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

16. FORCE MAJEURE. The obligations of a Party to perform as set forth in this Agreement shall be excused and/or suspended without such non-performance being deemed a default or resulting in liability therefor, solely to the extent that such Party is prevented or hindered from performing such obligations due to any of the following causes beyond such party's reasonable control (such causes, "Force Majeure Events"): (a) acts of God; (b) flood, fire, or explosion; (c) war, invasion, riot, or other civil unrest; (d) acts of terrorism, (e) tornado, hurricane, earthquake, or other natural disaster, (f) any change in applicable law after the effective date of this Agreement; (g) actions, embargoes, or blockades going in effect after the effective date of this Agreement; (h) officially declared global or national emergency, including epidemic, pandemic, or other public health emergency; (i) strikes, labor stoppages, or slowdowns or other industrial disturbances; or (j) shortage of adequate power or transportation facilities. Such excuse from liability shall be effective only to the extent and duration of the Force Majeure Event causing the failure or delay in performance and provided, that, such party: (a) has not caused or contributed to the cause of such Force Majeure Event, (b) uses its commercially reasonable efforts to overcome such Force



Majeure Event and mitigate or otherwise limit the damages to the non-affected Party, and (c) provides written notice of such Party's failure or delay in performance due to the Force Majeure Event within a reasonable time after such event's occurrence.

17. NO THIRD-PARTY BENEFICIARIES. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

18. EXECUTION. The Parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.

19. ENTIRE AGREEMENT. This Agreement sets out all the terms agreed between the Parties and supersedes all other agreements between the Parties as of the Effective Date relating to its subject matter. In entering into this Agreement, neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

20. NEGOTIATION. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party than another.

21. COMPLIANCE WITH LAWS. Each Party must comply with all applicable laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

22. GOVERNING LAW. This Agreement will be construed in accordance with the laws of the State of Nebraska.

**Board of Regents of the
University of Nebraska**

Collegiate Licensing Company, LLC

Signature: _____

Signature: _____

Print: Walter E. Carter

Print: Cory Z. Moss

Title: President

Title: CEO

Date: _____

Date: _____

Attest: _____

Stacia Palser
Interim Corporation Secretary

APPENDIX “A”
INDICIA

University is the owner of all rights, title, and interest in and to the Indicia associated with University as set forth on BrandManager 360 or similar successor platform, as updated by University from time to time. In addition to such Indicia, all Indicia hereafter associated with University that is approved and/or used by University will be subject to the same terms and conditions as if fully set out herein, unless specifically excluded by **Appendix “B”**.

[Remainder of page intentionally left blank]

APPENDIX “B”
EXCEPTIONS

University concurs in the basic concept that no user of its marks and logos should be exempt from royalty payments and will make every good faith effort to comply with this concept. However, University reserves the right to exempt any user from royalty payments if circumstances warrant that it would be in the best interests of University, and does not unduly impact CLC’s ability to generate royalties under this Agreement. The exceptions are set forth below.

- University purchases for internal consumption
- Selected sponsors with University approval
- University Crafters License Program

[Remainder of page intentionally left blank]

TO: The Board of Regents Addendum XI-B-3
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Program Statement for College of Law Schmid Law Library Renovation at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Program Statement for College of Law Schmid Law Library Renovation at UNL

PREVIOUS ACTION: None

EXPLANATION: The original library was built in the early 1970's. During that era, library design was focused on storage and use of books. In 2002, the library underwent a complete renovation. This renovation project included increasing the shelf space by expanding into the basement to accommodate the growing law collection. The renovated library also increased and diversified the amount of study space and improved the workspace for the library faculty and staff. One of the significant design features of the 2002 renovation included extensive computer labs, printer facilities and hard-wired internet access and power outlets at each seat in the library since the concept of wireless access to internet was only an idea and had not been implemented widely or reliably.

Since the 2002 renovation, the nature of law library collections has undergone a profound change. Virtually all law journals have been reliably digitized and access to these materials is easily available to anyone in the law college community with a computer and the internet. This change has triggered the need for shift from emphasis on collections to an enhanced emphasis on service and creating more student-centric spaces.

The proposed project includes renovating approximately 38,000 gross square feet of the Schmid Law Library in McCollum Hall. The scope of the renovation will engage all three floors of the Library, with the most significant interventions occurring on the lower and main floors, and minimal work occurring on the upper floor. The renovation project will likely add two new entrances to the library and make the necessary exterior changes. The renovation also proposes to capture two currently underutilized spaces in an interstitial zone on the lower level between the Law Library and the Law School.

This item has been reviewed by the Business and Finance Committee.

Proposed start of construction May 2021
Proposed completion of construction May 2022

PROJECT COST: Project Budget \$6,000,000

ON-GOING FISCAL IMPACT: Estimated Additional Operating and Maintenance \$0

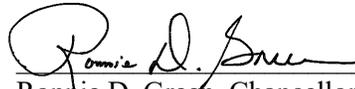
SOURCE OF FUNDS:

Private Donation

SPONSOR:

William J. Nunez
Vice Chancellor for Business & Finance

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Ronnie D. Green". The signature is written in a cursive style with a large initial "R".

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

November 6, 2020

Program Statement

Project Name: College of Law Schmid Law Library Renovation
Campus: East Campus
Date: December 4, 2020
Prepared by: College of Law, NU Facilities Planning & Construction, and Quinn Evans Architects
Campus Project No: 13339
Phone: (402) 472-3131

1. Introduction

A. Background and history

The original library was built in the early 1970's and reflected the state-of-the-art technology and design of the day. As a result, the library design was focused on storage and use of books. The library's main design features were bookshelves, study carrels and library tables. The library also featured a small number of group study rooms. Library technology of the time was primitive by today's standards. Integrated library automation systems were not developed yet and state of the art electronic technologies focused on the transference of video and audio materials from device to device via hardwired coaxial cables. Microform was an up and coming archival storage medium, but at the time still hadn't settled on a standard platform and the library invested in three formats: micro fiche, microfilm and ultra-fiche. The library also had a collection of micro card materials.

The building itself reflected state of the art design and building techniques. The entire building was constructed of poured concrete, cinderblock, brick and glass. All electrical and coaxial cabling conduit was incorporated into the building's concrete and brick floors and walls making modifications extremely difficult. As technology evolved and the need for increased power outlets and network connections were needed, this required the laying of surface mounted conduit on walls and floors, descending from an extensive and increasingly complex wiring system in the space above the drop ceilings throughout the library. As the use of computers became more widespread in day to day library operation, additional power outlets and wiring were required, and installation of electronic equipment quickly became a challenge. Early integrated library systems were hosted on local area networks which required extensive wiring to connect computers and the original conduit for the coaxial cables were insufficient to accommodate the newer required ethernet cabling.

In the early 2000's the library underwent a complete renovation. In addition to increasing shelf space by expanding into the basement to accommodate a growing law collection, the renovated library also increased and diversified the amount of study space and improved the workspace for the library faculty and staff. It also created a reference desk, a formal archives processing and study room, and grand reading room. One of the goals of the renovation was to provide students with adequate computer access. All faculty and most students had their own computers and reliance on the internet for their schoolwork and research needs was becoming increasingly important. The concept of wireless access to the internet or networks was still only an idea and had not been implemented widely or reliably and Lexis and Westlaw were still in the beginning stages of converting to access via internet and browser. The 2002 library design still contemplated the need for a computer lab, wired access to the internet and laptops with limited power duration. Therefore, one of the significant design features of the 2002 renovation included extensive computer labs, printer facilities and hard-wired internet access and power outlets at each seat in the library. Since the 2002 renovation the nature of law library collections has undergone profound change. Commercial publishers began to digitize their catalogs and made them available in several different ways: by subscription to individual titles, subscriptions to groups of titles, as part of existing databases, etc. As materials were digitized and available online, libraries had to decide on the preferred formats based upon the nature of their patrons and the mission of the institution. Overall,

many titles were stopped, but not all were discarded. In addition, government and courts began to be more aggressive about publishing electronically their own materials. The Government Printing Office (GPO) changed its name to the Government Publishing Office to reflect its shift from printing federal government documents to publishing them online in digital format. The GPO has been aggressively producing government documents in digital formats. As a result of all these developments the need for reliance on print formats for state and federal government documents has declined. Virtually all law journals have been reliably digitized and access to these materials is easily available to anyone in the law college community with a computer and the internet. The library has canceled two major library collections: law journals and the National Reporter System (NRS). Combined, these two collections account for nearly one-third of the total collection.

Over the years the law college also began to accumulate donations from prominent alumni of personal and professional papers. Since the building was built without a rare book room or an archive, these materials are stored in a basement storage area. In the 2002 renovation, an archives/rare book room was created, but design decisions divided the stacks from the reading rooms for these collections. The stack areas are adjacent to the Schmid Reading Room and became a convenient staging area for events requiring food preparation. The 2002 renovation plan also included a large reserve room and reference desk with an adjacent stack area for the reference collection.

B. Project description

The proposed project includes renovating approximately 38,000 gross square feet of the Schmid Law Library in McCollum Hall. The scope of the renovation will engage all three floors of the Library, with the most significant interventions occurring on the lower and main floors, and minimal work occurring on the upper floor. The renovation project will likely add two new entrances to the library and make the necessary exterior changes. The renovation also proposes to capture two currently underutilized spaces in an interstitial zone on the lower level between the Law Library and the Law School.

The overarching objective is to shift the Library from an emphasis on collections to an enhanced emphasis on service and creating more student centric spaces. The primary goals to be achieved through the renovation include:

- Consolidated and reduced collections to allow for more collaborative open study, private focused study rooms, and two additional classrooms
- A reconfiguration of the monumental stair leading from the main floor to the lower floor which will enhance the visual and acoustical connection between these two levels
- A reconfiguration of Library faculty offices that will allow faculty to be more collaborative with one another as well as more accessible to and collaborative with students
- A relocated Archives Collection to a more accessible and intentionally designed space
- Enhanced acoustic isolation of the upper level from the rest of the Library to support quiet, focused study
- Two one-button studio recording spaces that can also serve as group study spaces
- An informal space as connective tissue between the Law School and Law Library which will support casual presentations and College of Law initiatives such as STIR Talk
- A flexible wellness focused space with direct existing access to the outdoor garden to support a range of uses including student wellness programs and initiatives (part of the College's Strategic Plan) as well as faculty conferences and receptions
- Flexible furniture supportive of individual and collaborative use as well as a variety of learning and posture preferences

- Two new exterior entrances to facilitate 24-hour access of the library as well as student access to the courtyard on the north side
- A more accessible, relocated entrance to the IT Help Office which will reduce unnecessary foot traffic and noise within the Library

C. Purpose and objectives

The purpose of this project is to address the shortcomings of the original design and redefine the space into a collaborative, accessible and inviting environment serving its patrons, faculty and students. The students will have increased accessibility to the lower level and more study rooms available for use. Library faculty will be relocated to a more central location.

Objectives include an environment which will:

- Better serve the law library patrons, faculty and students
- Improve accessibility to student lounge in the basement and create a welcoming and safe environment
- Promote collaboration and cooperation
- Increase the number of study spaces, both group and individual by shrinking the print collection
- Provide space for a variety of study styles
- Aid in the recruitment of potential students and foster community connections
- Provide two new classrooms with a capacity between 35 to 55 students that will support in person and online learning.

2. Justification of the Project

A. Data that supports the funding request

The project addresses several needs and priorities relating to the Law Library and to the Law College more generally.

Shift from library maintenance to library service

The project addresses changes in how the law library serves its patrons and supports serving the faculty and students in learning and research objectives. Library faculty offices will be moved to a central location proximate to students and patrons and more conducive to faculty service and satisfaction. In addition, the circulation and reference desks will be consolidated and refreshed to provide a more inviting experience for students and patrons. This project supports the changing role of a law library to one of service and individual interactions.

Increased variety of patron usage

In general, the project addresses the shrinking print collection and the increased use by students as a place of study. The demand for study rooms, both group and individual, has increased and the demand for various types of seating has risen dramatically. Soft, casual seating is as popular among students as are traditional library tables and carrels. There is strong demand for a variety of study areas, from quiet to comfortable seating in high trafficked locations. The archives room will be relocated to the main floor. The old archives room will be reconfigured so it can serve as a better staging area for receptions in the grand reading room. Spaces previously reserved for storage and collections will be reimagined with an eye toward increasing student- and patron-centered spaces.

Increased student accessibility

The project will remedy a long-standing difficulty with accessibility to the lower level of the library. Currently, the only full-size elevator in the Law College is in the library; however, there is no public access to the lower level of the Law College from the lower level of the Library. This means accessibility to the lower level of the Law College (which comprises the main student-

centered part of the building) is limited to a remote half-size elevator not proximately located to most student-centric areas. The present concept opens a direct connection from the lower level of the library into the lower level of the Law College.

Supporting teaching and learning

The library has an insufficient number of small group study rooms and open-seating study areas that support individual learning. Currently, the library has minimal study rooms on the main and lower levels. The project will add about 15 new study rooms to those levels. The project also contemplates two technology-ready “one button” studios to support faculty and student participation in online teaching and learning activities, video and audio recordings, and other endeavors not currently supported at the Law College. A student wellness area will be created adjoining an un-utilized exterior garden.

The second floor of the library is generally viewed as a quiet study space. However, the floor is largely open to the main floor on its west side and up the large, monumental stair. The project will include a glass vestibule at the top of the stair and erect a glass barrier on the west side, which will foster concentration and deep focus for students and patrons using the second floor.

The Law College also has a long-standing disconnect between its available classrooms and its curriculum. All classrooms hold greater than 65 students or fewer than 30 students. And in recent years, the number of courses requiring those larger classrooms have outpaced availability, resulting in awkward scheduling that is not conducive to teaching or learning. This project contemplates two new classrooms holding 35-40 and 45-55 students, respectively. These classrooms will be equipped to support in-person and online learning. In addition, an informal stage area will be created adjoining the library and student lounge area. This stage will support existing law college educational programming and provide a casual, inviting venue for engaging presentations and discussions.

B. Alternatives considered

There were two alternatives considered while programming.

1) Continue using the existing space as is:

This alternative was rejected because of the following reasons:

- The existing space was designed with an emphasis on collection and not on service; therefore, the existing space does not support the much-needed service role of the library.
- There is a need for additional study rooms to support students who want to be in a quiet place for focused work.
- The existing basement has little visual connection throughout and is not in proximity to student-centric areas, so the space feels unsafe to occupants, especially students. The much-needed zoning of active and quiet spaces does not exist.

2) Renovate the entire Law Library space:

This alternative was rejected due to cost-benefit considerations. Most of the changes required to achieve project objectives could be accommodated on the two lower levels. The upper most level could be changed into a quiet zone with minimal work. Therefore, it was decided to not proceed with the total renovation with an estimated cost range of \$9M to \$10M.

3. Location and site considerations

A. County: Lancaster

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

C. Proposed site



D. Statewide building inventory: 51ZZ0057000B

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The renovation to the existing library space will not trigger any major changes to the surrounding site, utility lines, parking or landscape. The intent is to cause minimal disruption to existing services and workflow.

2) Utilities

There will be no change to surrounding site utilities.

3) Parking & circulation

There will be no change to parking or site circulation.

4. Comprehensive Plan Compliance

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

The project complies with the following goals of the Investing in Nebraska's Future - Strategic Planning Framework 2014 – 2016:

4.b. Increase undergraduate and graduate student participation in research (and scholarly activity) and its application.

4.d. Improve the quantity and quality of research (and scholarly activity) space through public and private support.

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

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

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

As a renovation, this project does not propose any changes in relation to *Plan Big: UNL Campus and Landscape Master Plan*. Opening additional entries directly to the library are being considered with the project. Any exterior work will be done in accordance with the building context and will be reviewed with the Aesthetic Review Committee.

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.

This project is adapting the existing Library space to changes in learning and pedagogy. The changes will increase the flexibility of using the space.

5. Analysis of existing facilities**A. Function and purpose of existing programs as they relate to the proposed project**

The newly renovated space will continue to serve as the Schmid Law Library. The use as a physical collection space will be reduced and the use as a study and learning space will be increased and enhanced.

B. Square footage of existing areas:

Net Square Feet: 35,424
Gross Square Feet: 38,072 *

*The existing Gross Square Feet is calculated to outside face of exterior wall where the extent of renovation abuts an exterior wall, and the outside face of interior walls where the extent of renovation is defined by an interior partition.

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

| Existing Space Summary | | | | |
|------------------------|----------------|-----|-----|--------------|
| Space Description | Space Use Code | NSF | QTY | Existing NSF |
| Office - Executive | 310 | 165 | 1 | 165 |
| Office - Staff | 311 | 147 | 1 | 147 |
| Office - Staff | 311 | 147 | 1 | 147 |
| Office - Staff | 311 | 243 | 1 | 243 |
| Office - Staff | 311 | 180 | 1 | 180 |
| Office - Staff | 311 | 119 | 1 | 119 |
| Office - Staff | 311 | 184 | 1 | 184 |
| Office - Staff | 311 | 133 | 1 | 133 |
| Office - Staff | 311 | 133 | 1 | 133 |

| Existing Space Summary (cont.) | | | | |
|--|-----------------------|------------|------------|---------------------|
| Space Description | Space Use Code | NSF | QTY | Existing NSF |
| Office - Staff | 311 | 142 | 1 | 142 |
| Office - Faculty | 312 | 146 | 1 | 146 |
| Office - Service | 315 | 172 | 1 | 172 |
| Office - Service | 315 | 9 | 1 | 9 |
| Office - Waiting/Reception | 321 | 340 | 1 | 340 |
| Office - File Room | 331 | 53 | 1 | 53 |
| Office - Work Room | 332 | 88 | 1 | 88 |
| Office Department Circulation | 340 | 556 | 1 | 556 |
| Total Category 300 | | | | 2,957 |
| Library - Study/Collaborative Area | 410 | 104 | 1 | 104 |
| Library - Study/Collaborative Area | 410 | 104 | 1 | 104 |
| Library - Study/Collaborative Area | 410 | 104 | 1 | 104 |
| Library - Study/Collaborative Area | 410 | 104 | 1 | 104 |
| Library/Testing/Study Room Service | 415 | 32 | 1 | 32 |
| Library/Testing/Study Room Service | 415 | 32 | 1 | 32 |
| Library - Resource Room | 417 | 110 | 1 | 110 |
| Library - Resource Room | 417 | 110 | 1 | 110 |
| Library - Stack | 420 | 304 | 1 | 304 |
| Library - Stack | 420 | 4,401 | 1 | 4,401 |
| Library - Stack | 420 | 4,547 | 1 | 4,547 |
| Library - Archives | 425 | 515 | 1 | 515 |
| Library - Archives | 425 | 435 | 1 | 435 |
| Library - Open Stack, Study Area | 430 | 17,949 | 1 | 17,949 |
| Library - Open Stack, Study Area | 430 | 292 | 1 | 292 |
| Total Category 400 | | | | 29,142 |
| Lounge - Staff | 652 | 378 | 1 | 378 |
| Lounge - Service | 655 | 1,385 | 1 | 1,385 |
| Total Category 600 | | | | 1,763 |
| Server Room | 712 | 95 | 1 | 95 |
| Storage Room Central | 700 | 756 | 1 | 756 |
| Storage Room - Central | 730 | 116 | 1 | 116 |
| Total Category 700 | | | | 968 |
| TOTAL ASSIGNABLE SF | | | | 34,830 |
| Circulation Area (Corridor on Lower Level) | WWW | 243 | 1 | 243 |
| Restrooms on Main Level | XXX | 49 | 2 | 98 |
| Mechanical Area | YYY | 253 | 1 | 253 |
| TOTAL NON-ASSIGNABLE SF | | | | 594 |
| Existing Net Square Feet | | | | 35,424 |
| Existing Gross Square Feet | | | | 38,072 |
| Efficiency | | | | 0.93 |

D. Physical deficiencies

There are no known major physical deficiencies related to building systems or building code as the Law Library underwent a significant renovation in 2002. The project does not include any major building systems upgrades. Since the building use is not changing, there will be

minimal building code related changes needed. The current physical deficiencies include:

- Lack of connection between the main level and lower floor.
- Lack of connection between the lower levels of the library and the law college.
- Lack of open, visually connected spaces for accessibility and student safety.

E. Programmatic deficiencies

The current Law Library is a collection-intensive environment. The current programmatic deficiencies include:

- Insufficient study rooms and open reading areas.
- No classrooms supporting online learning with a capacity of 35 to 65 students.
- Insufficient student friendly features such as “pod” areas and venue for engaging presentations and discussions.

F. Replacement cost of existing building

The replacement cost of McCollum Hall is listed as \$32,978,994 in the most recent Facilities Management Information Report (FMIR) dated June 30, 2019. This does not include contents such as moveable equipment.

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

The activities that will take place in the Library will be independent and group study, materials lending, research, student support, formal and informal collaboration, and instruction.

2) Projected occupancy/use levels

• Personnel projections

There are currently four faculty and five staff serving in the Law Library. The project will not alter the personnel needs. There are proposals to hire one faculty position in the next few years and to also consider hiring one staff position.

• Describe/justify projected enrollments/occupancy

There are approximately 350 active students at any one time and nearly 75 full time faculty and staff. There are also alum, guests, and community members who use the existing facility. The project is expected to increase the use of the space because of improvements and enhanced offerings.

B. Space requirements

1) Square footage by individual areas and/or functions

| PROGRAM/SPACE DESCRIPTION | NEW USE CODE | NASF | QTY | TOTAL NASF |
|---------------------------|--------------|-------|-----|--------------|
| Classroom | 120 | 977 | 1 | 977 |
| Classroom | 120 | 1,283 | 1 | 1,283 |
| Total Category 100 | | | | 2,260 |

| PROGRAM/SPACE DESCRIPTION | NEW USE CODE | NASF | QTY | TOTAL NASF |
|------------------------------------|---------------------|-------------|------------|-------------------|
| Office - Executive | 310 | 178 | 1 | 178 |
| Office - Staff | 311 | 141 | 1 | 141 |
| Office - Faculty | 312 | 155 | 3 | 466 |
| Office - Faculty | 312 | 167 | 1 | 167 |
| Office - Faculty | 312 | 178 | 1 | 178 |
| Office - Faculty | 312 | 166 | 1 | 166 |
| Office - File Room | 331 | 155 | 1 | 155 |
| Office - Workroom | 332 | 218 | 1 | 218 |
| Office - Department Circulation | 340 | 555 | 1 | 555 |
| Total Category 300 | | | | 2,223 |
| Library - Study/Collaborative Area | 410 | 1,627 | 1 | 1,627 |
| Library - Study/Collaborative Area | 410 | 123 | 4 | 491 |
| Library - Study/Collaborative Area | 410 | 143 | 2 | 286 |
| Library - Study/Collaborative Area | 410 | 154 | 1 | 154 |
| Library - Study/Collaborative Area | 410 | 125 | 1 | 125 |
| Library - Study/Collaborative Area | 410 | 111 | 1 | 111 |
| Library - Study/Collaborative Area | 410 | 103 | 1 | 103 |
| Library - Study/Collaborative Area | 410 | 328 | 1 | 328 |
| Library - Study/Collaborative Area | 410 | 80 | 2 | 161 |
| Library - Study/Collaborative Area | 410 | 57 | 4 | 230 |
| Library - Study/Collaborative Area | 410 | 1,285 | 1 | 1,285 |
| Library - Training/Tutorial | 416 | 269 | 1 | 269 |
| Library - Stack (Holds) | 420 | 132 | 1 | 132 |
| Library - Archives | 425 | 286 | 1 | 286 |
| Library - Open Stack, Study Area | 430 | 15,984 | 1 | 15,887 |
| Library - Open Stack/Study Area | 430 | 7,040 | 1 | 7,040 |
| Total Category 400 | | | | 28,514 |
| Lounge - Staff | 652 | 342 | 1 | 342 |
| Lounge - Service | 655 | 435 | 1 | 435 |
| Total Category 600 | | | | 777 |
| Server Room/IT | 712 | 95 | 1 | 95 |
| Total Category 700 | | | | 95 |
| Total Assignable SF | | | | 33,868 |
| Corridor on Lower Level | WWW | 243 | 1 | 243 |
| Stairs | WWW | 542 | 1 | 542 |
| Corridor on Main Level | WWW | 470 | 1 | 470 |
| Mechanical Area | YYY | 253 | 1 | 253 |
| Restrooms on Main Level | XXX | 153 | 2 | 306 |
| Total Non Assignable SF | | | | 1,814 |
| Net Square Feet | | | | 35,683 |
| Gross Square Feet | | | | 38,072 |
| Efficiency | | | | 0.94 |

2) Basis for square footage/planning parameters

Space allocations were based on design standards for minimum square foot per person relative to the room function, type of furniture, and program goals and

requirements.

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

| | Existing | Proposed | Difference |
|--------------------------|-----------------|-----------------|-------------------|
| Net Square Feet | 35,424 | 35,683 | 258.08 |
| Gross Square Feet | 38,072 | 38,072 | 0 |

C. Impact of the project on existing space

1) Reutilization and function(s)

The project will renovate existing Library spaces, which will continue to function for Library purposes post renovation. The project will re-purpose existing library space into space to accommodate two classrooms to serve the Law School. The project will also re-purpose the existing Student Locker Room and Facilities Storage Room on the lower level into space that supports both Library and Law School functions.

2) Demolition

The project includes creation of a larger floor opening between main level and lower level for a monumental stair that increases visual and physical connectivity between those floors. Other demolition work is minimal as required for renovation.

3) Renovation

Renovation is anticipated, in varying degrees, on all three floors of the Law Library, with the main and lower levels being most impacted. On those levels, interior partitions will be added in select locations for new group study spaces, classrooms and Law Library faculty offices. New ceilings, lighting, and interior finishes will be provided throughout the spaces impacted by the renovation. Modifications to HVAC, electrical and life safety systems will be designed to support the new work.

On the uppermost level, a new interior glazing system will be added at the existing overlook to the main interior entry and at the top of the monumental stair. This work will acoustically isolate the upper level and avoid creating an atrium space, which would require a smoke evacuation system.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

The project will re-use existing library shelving as needed to support a reduced library collection. A detailed list of existing equipment to be re-used will be developed during the design phase of the project.

B. Additional Equipment

1) Fixed equipment

The project will include room/space signage.

2) Movable equipment

The project will include furniture, primarily a variety of study space pieces.

3) Special or technical equipment

The project may include new special or technical equipment for some study spaces and the one button studios.

8. SPECIAL DESIGN CONSIDERATIONS**A. Construction Type**

The proposed renovations will not alter the construction type that aligns with Type II – Non-Combustible. The existing Law Library is in McCollum Hall and is a two-story above grade and a one story below grade structure. The structural system consists of a combination of cast-in-place concrete and a one-hour fire resistive rated steel frame. Exterior walls are cavity-wall type with CMU back-up and a combination of precast concrete panels and brick veneer. The roof is a low-slope, membrane assembly. Interior partitions are gypsum drywall assemblies. Ceiling are primarily suspended acoustical tile assemblies with gypsum drywall bulkheads and soffits.

B. Heating and Cooling Systems

The 2003 renovation/addition provided a centralized, variable air volume system with hot water reheat generated from the campus' central steam plant. Hot water radiation was provided at the exterior perimeter of the addition. The scope of the renovation anticipates selective alterations to the branch ductwork and terminal units.

C. Sustainability

The overall design of the renovation will be developed to maximize the opportunities for sustainable design strategies. The design will focus on good long-term choices for building materials, systems and finishes that minimize building maintenance and support the well-being of the building users.

D. Life Safety/ADA

The renovation and addition to the Law Library in 2003 included life safety and accessibility upgrades. The planned renovations will be designed in accordance with the requirements of the current building, fire and life safety codes and will be fully accessible under the adopted Nebraska Accessibility Guidelines and ADAAG. The fire protection sprinkler system will be modified as required by the improvements.

E. Security

Security will be provided by card access at all entrances. The project will evaluate exterior camera needs during design.

F. Historic or architectural significance

There are no known items to be considered.

G. Artwork

Existing artwork will be reused. The project is not subject to the 1% art program and has not budgeted funding for art.

H. Phasing

The project will be constructed in two or three phases to allow continuous use of the Law Library. The specific phasing sequence will be developed with the construction manager at risk.

I. Future expansion

There are no current plans for future expansion of this building.

J. Other

Electrical Service & Power Distribution: The 2003 renovation/addition upgraded the electric service. New distributed electrical power receptacles will be provided as necessary.

Electrical Emergency Power: The generator provided in 2003 will continue in use and will serve emergency lighting and other special telecommunication systems.

Lighting: New LED lighting will be provided on the main and lower levels. This includes primary lighting as well as accent lighting. Illumination levels will be designed to IES standards. Lighting controls will be provided in compliance with the building code. Emergency lighting will be provided in accordance with NFPA requirements.

Telecommunications: The existing structured pathways provided in the 2003 renovation/addition will be modified as required by the current design.

9. PROJECT BUDGET & FISCAL IMPACT**A. Cost Estimate Criteria****1) Identify recognized standards, comparisons and sources**

The construction cost estimates were developed by Quinn Evans based on historical construction cost data for projects of a similar scope and complexity. Non-construction cost estimates were developed by University of Nebraska staff based on standard formulas and estimates based on project requirements.

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

October 2020

Inflation Factor: 5%

3) Net and gross square feet

| | |
|-------------------|--------|
| Net Square Feet | 35,683 |
| Gross Square Feet | 38,072 |

4) Project cost per net and gross square foot

| | |
|-------------------|-------|
| Net Square Feet | \$168 |
| Gross Square Feet | \$158 |

5) Construction cost per gross square foot: \$111**B. Total project cost**

| Construction | |
|-------------------------------------|---------------------|
| General Construction | \$ 3,600,000 |
| Site Work/Utilities | 0 |
| Fixed Equipment | 20,000 |
| In-House Construction | 418,000 |
| Construction Contingency | 202,000 |
| TOTAL CONSTRUCTION COSTS | \$ 4,240,000 |
| Non-Construction | |
| Project Planning | \$ 20,000 |
| Professional Consultant Fees | 444,000 |
| Professional In-house | 175,000 |
| Equipment - Capital | 0 |
| Equipment - Non-Capital | 1,000,000 |
| Land Acquisition | 0 |
| Artwork | 0 |
| Other | 46,000 |
| Non-Construction Contingency | 76,000 |
| TOTAL NON-CONSTRUCTION COSTS | \$ 1,760,000 |
| TOTAL PROJECT COST | \$ 6,000,000 |

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

No additional operational and maintenance costs are expected related to this project.

2) Estimated additional programmatic costs per year

There will be no additional programmatic costs attributable to this project.

10. FUNDING

A. Total funds required: \$6,000,000

B. Project Funding Sources:

| Funding Sources | Amount | % Total |
|-------------------|---------------------|-------------|
| Private donations | \$ 6,000,000 | 100% |
| Total | \$ 6,000,000 | 100% |

C. Fiscal year expenditures

| Fiscal year | Amount |
|--------------|---------------------|
| Prior FYs | \$ 20,000 |
| FY 2020-2021 | 480,000 |
| FY 2021-2022 | 5,500,000 |
| Total | \$ 6,000,000 |

11. TIMELINE

| | |
|-------------------------------|------------------|
| A. Program Statement | December 4, 2020 |
| B. A/E and CMR Selection | December 2020 |
| C. Intermediate Design Review | March 2021 |
| D. GMP for Construction | March 2021 |
| E. Complete Design | April 2021 |
| F. Start Construction | May 2021 |
| G. Complete Construction | May 2022 |
| H. Occupancy | June 2022 |

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

CMR delivery method provides the best value (quality and cost) for this project with an integrated design process that supports the phased renovation by including construction methods, scheduling, and cost estimating. The transparent bid process can still optimize the local market conditions.

TO: The Board of Regents Addendum XI-B-4
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Scott Engineering Center Renovation and Link Replacement at the University of
Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve a budget increase for Scott Engineering Center Renovation and Link
Replacement at UNL

PREVIOUS ACTION: October 25, 2019 – The Board of Regents received the Intermediate Design
Report for Scott Engineering Center Renovation and Link Replacement at UNL

August 3, 2018 – The Board of Regents approved the program statement for Scott
Engineering Center Renovation and Link Replacement at UNL

EXPLANATION: The project covers complete replacement of the Link, a variety of renewal aspects
for Scott Engineering Center, and more limited interventions for Nebraska Hall.
The project has been a balance of greatest physical and programmatic needs. The
total adjusted liability for physical deficiencies was \$56 million for the two
buildings being renovated.

Window replacement for the Scott Engineering Center was not included in the
top priority items determined for the allocated budget. The final Link design
necessitated the removal of a few windows in Scott Engineering Center. The
window assembly is contaminated with PCBs; once identified these items all
need to be addressed. Since many of the spaces are being renovated, this is
definitely the most expedient and efficient time to complete the window
replacement. The new windows will be modern high performance ones so will
contribute to improved indoor quality and lower utility costs.

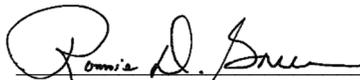
The total budget increase for this work, including design, abatement, disposal,
testing, materials and installation is \$2 million. A budget increase for this amount
is requested to address the aging windows in the Scott Engineering Center.

This item has been reviewed by the Business and Finance Committee.

| | | <u>Original</u> | <u>Proposed</u> |
|------------------|----------------------|-----------------|-----------------|
| PROJECT COST: | Total Project Budget | \$75,456,000 | \$77,456,000 |
| SOURCE OF FUNDS: | State Funds (LB957) | \$70,000,000 | \$72,000,000 |
| | Private Donations | \$5,456,000 | \$5,456,000 |

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

RECOMMENDED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: November 6, 2020

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

Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Revisions to the North Stadium Expansion project at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve revisions to the North Stadium Expansion project and receive report from Business and Finance Committee regarding Intermediate Design Review

PREVIOUS ACTION: October 25, 2019 – Approval of Program Statement for North Stadium Expansion at UNL

EXPLANATION: The Program Statement for the North Stadium Expansion project at UNL was approved by the Board of Regents on October 25, 2019. Since approval, the global pandemic has resulted in a multitude of unforeseen changes and, as such, adjustments have been made to the project to contemplate a phased implementation to accommodate the timing of project funding.

Phase 1 will complete the new building with shelled space and the base of a new North Stadium tower. Phase 2 will build out the Academic Center and Training Table in the new building and complete limited renovations in Hawks Championship Center. Overall scope changes include no renovation in the Osborne Athletic Complex and only the base of a new North Stadium tower. The space comparison table reflects the differences.

Based on these changes, UNL Athletics is seeking approval to proceed with the revised project using a phased approach. In addition, this submittal will constitute the report of the Business and Finance Committee approving the project Intermediate Design and fixing the project scope and budget for the project.

PROJECT SCHEDULE:

| Milestone | Program Statement | Intermediate Design |
|---|--------------------------|----------------------------|
| BOR approves Program Statement | 25-Oct-19 | 25-Oct-19 |
| Design Team and CMR Selection | Dec-19 | Dec-19 |
| Start Design | Dec-19 | Jan-20 |
| Intermediate Design Review | May-20 | Nov/Dec-20 |
| Complete Design | Aug-20 | Jan-21 |
| BOR approves CMR contract amendment Phase 1 | | Mar/Apr-21 |
| Start Construction Phase 1 | Jun-20 | Apr-21 |
| Complete Construction Phase 1 | Jun-22 | Jul-23 |
| Occupy New Building | Aug-22 | Aug-23 |
| BOR approves CMR contract amendment Phase 2 | | tbd |
| Construction Phase 2 | | tbd |

SPACE COMPARISON:

| Space Description | PS NSF | IDR NSF | Difference |
|--|----------------|----------------|----------------|
| Classroom Facilities (Category 100) includes Phase 2 | 17,050 | 14,603 | -2,447 |
| Office Facilities (Category 300) | 21,950 | 19,184 | -2,766 |
| Special Use Facilities (Category 500) | 123,615 | 100,736 | -22,879 |
| General Use Facilities (Category 600) includes Phase 2 | 97,645 | 70,708 | -26,937 |
| Physical Plant Support Space (Category 700) | 12,690 | 15,604 | 2,914 |
| Other Area | 23,655 | 62,984 | 39,329 |
| TOTAL NET SQUARE FOOTAGE | 296,605 | 283,819 | -12,786 |
| TOTAL GROSS SQUARE FOOTAGE | 347,500 | 313,833 | -33,667 |

PROJECT COST:

| | Program Statement | IDR Phase 1 | IDR Phase 2 | IDR Totals | Difference |
|-------------------------------------|----------------------|----------------------|---------------------|----------------------|-------------------|
| TOTAL PROJECT COSTS | \$155,000,000 | \$135,000,000 | \$20,000,000 | \$155,000,000 | \$0 |
| Construction | | | | | |
| External Construction | \$104,196,000 | \$101,347,000 | \$11,000,000 | \$112,347,000 | +8,151,000 |
| In-House Construction | 6,702,000 | 4,021,000 | 850,000 | 4,871,000 | -1,831,000 |
| Construction Contingency | 5,545,000 | 4,000,000 | 650,000 | 4,650,000 | -895,000 |
| TOTAL CONSTRUCTION COSTS | \$116,443,000 | \$109,368,000 | \$12,500,000 | \$121,868,000 | +5,425,000 |
| Non-Construction (NC) | | | | | |
| Professional External | \$11,189,000 | \$10,279,000 | \$536,000 | \$10,815,000 | -374,000 |
| Professional In-house | 2,283,000 | 2,046,000 | 237,000 | 2,283,000 | 0 |
| Equipment | 22,230,000 | 10,230,000 | 6,500,000 | 16,730,000 | -5,500,000 |
| Other Non-Construction | 1,153,000 | 1,377,000 | 50,000 | 1,427,000 | +274,000 |
| Non-Construction Contingency | 1,702,000 | 1,700,000 | 177,000 | 1,877,000 | +175,000 |
| TOTAL NC COSTS | \$38,557,000 | \$25,632,000 | \$7,500,000 | \$33,132,000 | -5,425,000 |
| PROJECT FUNDING | | | | | |
| Private Funds | \$100,000,000 | \$80,000,000 | \$20,000,000 | \$100,000,000 | \$0 |
| University Internal Lending Program | 50,000,000 | 50,000,000 | 0 | 50,000,000 | 0 |
| Trust Funds | 5,000,000 | 5,000,000 | 0 | 5,000,000 | 0 |
| TOTAL FUNDING | \$155,000,000 | \$135,000,000 | \$20,000,000 | \$155,000,000 | \$0 |

ON-GOING FISCAL
IMPACT:

Estimated Operations and Maintenance: \$1,750,000

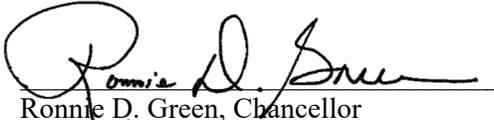
SOURCES OF FUNDS:

Private donations, University's Internal Lending Program, Trust Funds

SPONSOR:

William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

November 23, 2020

TO: The Board of Regents Addendum XI-B-6
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Approve the acquisition of real property located at 4417 Douglas Street; 4418 Farnam Street; and 4430 Farnam Street, Omaha, Nebraska

RECOMMENDED ACTION: Approve the acquisition of real property located at 4417 Douglas Street; 4418 Farnam Street; and 4430 Farnam Street, Omaha, Nebraska

PREVIOUS ACTION: None

EXPLANATION: In support of the UNMC master plan, Facilities Management & Planning continues to work with nearby property owners in acquiring parcels critical to UNMC expansion. The following parcels are adjacent to other properties owned by the Board of Regents and are critical to maximizing future development opportunities and flexibility.

An appraisal and environmental assessment were completed on these parcels. The legal description of the parcel is detailed in the Real Estate Purchase Agreement.

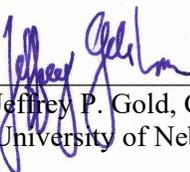
This item has been reviewed by the Business and Finance Committee.

PROJECT COST: \$3,151,500

SOURCE OF FUNDS: Campus cash funds

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Walter Carter, President
University of Nebraska

DATE: November 6, 2020

REAL ESTATE PURCHASE AGREEMENT

(4430 Farnam Street, 4418 Farnam Street, 4417 Douglas Street)

This Real Estate Purchase Agreement (“Agreement”) is made and entered into as of this _____ day of _____ 2020 (the “Effective Date”), by and between The Board of Regents of the University of Nebraska, a public body corporate of the State of Nebraska and governing body of the University of Nebraska Medical Center (“Buyer”), and Grandmother’s, Inc., a Nebraska corporation (“Seller”).

1. **Property.** Subject to the terms and conditions herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real estate (as defined in Neb. Rev. Stat. § 76-201) commonly known as 4430 Farnam Street, 4418 Farnam Street, and 4417 Douglas Street, Omaha, Nebraska, and legally described on Exhibit A attached hereto and incorporated by reference herein (collectively, the “Property”), together with any other adjacent gaps or gores owned by Seller adjacent to the Property as may be revealed by the Survey, and easements and servient estates appurtenant thereto. The Property shall include all improvements, fixtures, and equipment permanently attached thereto and specifically, the building located on the Property (subject to the following). Seller shall have the ability to use free of charge all improvements, fixtures and equipment permanently attached to the Property and shall further have the ability to maintain, repair and replace such items during the term of the Seller Lease (as defined below). The Property shall be free and clear of all liens, leases, and encumbrances, but with reservations and exceptions as follows:

- A. Title shall be taken subject to any restrictive covenants, easements, mineral rights, reservations or conditions currently of record; and
- B. Title shall be taken subject to restrictions, conditions and limitations hereinafter stated or deemed accepted hereunder.

The legal description and ownership of the Property shall be confirmed by the title insurance commitment described in Section 5 below and/or Survey obtained by Buyer as part of its due diligence.

2. **Price and Payment.** Buyer agrees to pay Seller a price of Three Million, One Hundred Fifty-One Thousand, Five Hundred and No/100 Dollars (\$3,151,500.00) (the “Purchase Price”), as follows:

- A. **Earnest Deposit.** Within ten (10) days of full execution of this Agreement Buyer shall pay the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “Earnest Deposit”) to be held by the Title Company (defined below) in accordance with the terms of this Agreement. If the conditions precedent described in Section 10 below are not satisfied prior to the Closing Date, the Earnest Deposit shall be refunded to Buyer.

B. **Closing Payment.** The balance of the Purchase Price, shall be due via wire of funds on the Closing Date subject to the allocations of expenses.

3. **Title.** At the closing, Seller will execute and deliver to Buyer a special warranty deed (the "Deed") conveying the Property in fee simple free and clear of all liens, encumbrances, or encroachments other than the Permitted Exceptions.

4. **Closing Costs.** Buyer and Seller agree to retain Nebraska Title Company as the escrow closing agent ("Title Company") to close this transaction and shall execute the Title Company's agreement upon reasonable request. Buyer and Seller shall each pay one-half (1/2) of the cost of such escrow closing service. The Title Company shall prepare the Deed, to be in form reasonably acceptable to Seller and Buyer. Buyer shall pay the Nebraska Documentary Stamp tax relating to this transfer, if any, and the costs of filing the Deed. Each party shall pay its own attorney fees.

5. **Title Insurance.** On or prior to December 1, 2020, Buyer may obtain the Survey (defined below) and a title insurance commitment for the Property, issued by the Title Company. The title insurance commitment will show marketable title to the Property in Seller and in accordance with the terms and conditions of this Agreement. Seller and Buyer shall each pay one-half (1/2) of the expense of the title insurance policy insuring Buyer for its ownership of the Property for the amount of the Purchase Price. The title insurance commitment shall also confirm the legal description of the Property contained in Section 1 above.

Buyer shall approve or disapprove title to the Property after receipt of the title insurance commitment and the ALTA/ACSM Land Title Survey obtained by Buyer as part of its due diligence investigation (the "Survey"), but in all events not later than the expiration of the Due Diligence Period described in Section 10 below. If any objection or defect in title (other than the Permitted Exceptions, as defined below) is discovered during the examination of the title commitment and the Survey by Buyer, Buyer shall furnish Seller with written notice of such objections and defects. Seller shall have a reasonable time to attempt to cure such objections and defects (or to secure title insurance endorsements at Seller's cost against the objected items) and Seller shall bear the expense of curing the same if Seller elects to cure such defects, provided that all objections and defects shall be satisfied within thirty (30) days following the earlier of (i) the expiration of the Due Diligence Period, or (ii) receipt by Seller of Buyer's objection notice. However, if Seller elects, in its sole and absolute discretion, not to so remove or correct such objections or defects in title, or otherwise obtain commitment for appropriate title insurance endorsements within such time period, Seller shall provide prompt notice of such election to Buyer. If efforts to cure any such defects fail, in Buyer's sole discretion, or if Seller has elected not to cure title defects and objections, Buyer shall have the option to (i) terminate this Agreement, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit, or (ii) waive the title defects and objections, and proceed to Close the transaction hereunder, without adjustment to the Purchase Price in relation to such waived matters. Buyer shall be deemed to have elected to proceed under subsection (ii) above, unless Buyer delivers written notice of termination under subsection (i) to Seller on or before three (3) business days after the earlier of (A) expiration of the Cure Period, or (B) receipt of Seller's election to not cure the title defects and objections.

The Property shall be conveyed subject to (i) the rights of Seller under the Seller Lease (as contemplated under Section 21), (ii) matters of record, or matters otherwise identified on the title insurance commitment or Survey, which are not objected to by Buyer in accordance with this Section 5 (or which after objection by Buyer are thereafter waived in accordance with this Agreement), and (iii) taxes and assessments which are not yet due and payable (the "**Permitted Exceptions**").

6. **Closing Date.** The Closing Date ("Closing Date") for the Property shall take place on or before December 31, 2020, provided that Section 12 below is satisfied.

7. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date free and clear of any leases or other claims to possession, except only Seller's rights under the Seller Lease as contemplated under Section 21. No tenants of Seller or other third parties shall have any right to possess the Property or any part thereof as of the Closing Date.

8. **Risk of Loss.** Risk of loss or damage to the Property shall rest with Seller until the Closing Date.

9. **Taxes.** Real estate taxes which would be delinquent if not paid in the year of closing shall be prorated to and Seller's portion thereof paid or credited to Buyer, in full on the Closing Date. Seller shall pay the real estate taxes for all prior years.

10. **Conditions Precedent.** Buyer's obligation to close on the acquisition of the Property shall be conditioned upon satisfaction of these contingencies during the Due Diligence Period, as defined below:

- A. **Testing.** Buyer shall have the right upon reasonable prior notice to Seller, with such notice to Mark Sweet, Treasurer of Seller (at masweet813@gmail.com or 402-880-5844), to access the Property to conduct, at Buyer's cost, such inspections or tests it deems necessary, including, but not limited to, Environmental Site Assessments, any other environmental inspections, subsurface investigations and an appraisal update. All such testing will be completed within the Due Diligence Period. Buyer shall, to the extent possible, restore the Property to the condition which existed prior to any such testing. Buyer agrees to minimize any disturbance to Seller's business operations at the Property during any such entry or testing. To the extent allowed by law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all damages, losses, claims, demands, expenses and liabilities of whatever kind or nature, and fees (including, without limitation, attorney's fees) actually incurred, including, without limitation, any damage or injury to persons or property, or resulting from entry onto the Property by Buyer and/or its agents, contractors, employees, invitees and/or licensees and any mechanics' or other liens, losses, costs, expenses or claims that may be filed or asserted against the Property or Seller by such parties in relation to such entry, which indemnification shall survive Closing or any termination of this Agreement.

- B. **Survey.** Buyer may obtain a Survey, at Buyer's cost, reflecting, among other things, the boundary legal descriptions, the quantities of land, and the locations of all easements on the Property.
- C. **Existing Materials.** Within thirty (30) days after the Effective Date, Seller shall deliver or make available to Buyer, copies of all permits, surveys, site plans, environmental site assessment reports and engineering reports, applications for governmental approvals, governmental agreements or denials and items of a similar nature with respect to the Property in Seller's possession (collectively, the "Property Information"). In the event Buyer does not close on its purchase of the Property as provided herein, Buyer shall return the Property Information to Seller within five (5) business days of the termination of this Agreement.

Buyer shall to satisfy the conditions of this Section 10 on or before December 1, 2020, such period being designated as the "Due Diligence Period". These conditions are for the benefit of Buyer and must be satisfied or waived before the Buyer is obligated to close on this transaction. If Buyer determines, in Buyer's sole discretion, that the conditions have not been satisfied, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period, in which event the Earnest Deposit and any interest accrued thereon shall be promptly returned to Buyer, and neither Buyer nor Seller shall have any further obligation or liability to each other under this Agreement, except for obligations intended to survive termination of this Agreement.

11. **Approval of the Board of Regents.** Buyer's obligation to proceed with the Closing under this Agreement shall be expressly contingent upon the approval and acceptance of this Agreement by the Board of Regents (following formal action by the Board with regard to the approval of this Agreement) to be obtained on or before December 4, 2020 (the "**Termination Date**"). Buyer shall obtain the written approval of the Board of Regents of the University of Nebraska of this Agreement and the purchase contemplated herein at a regularly scheduled meeting of the Board of Regents. If the Board of Regents does not approve this Agreement and the transaction contemplated herein, on or before the Termination Date, this Agreement shall be deemed terminated and the Earnest Deposit shall be remitted to Seller. Buyer and Seller shall thereafter have no further obligation or liability to each other under this Agreement, except for obligations intended to survive termination of this Agreement.

12. **Seller's Obligations Prior to Closing.** Prior to the Closing Date:

- A. Seller shall not enter into any contracts, agreements or any other commitments regarding the Property or make any material changes or alterations to the Property without the prior written consent of the Buyer, such consent not to be unreasonably withheld, conditioned or delayed.

- B. Seller shall terminate any existing service contracts with respect to the Property on or before the date Seller quits possession of the Property at the expiration or earlier termination of the term under the Seller Lease (as defined in Section 21).
- C. Seller shall notify Buyer of any governmental authority's notice of violation by Seller of any state, county, city or municipal laws, ordinances, regulations, rules, orders or requirements of departments of housing, building, fire, labor or health or other governmental authorities having jurisdiction over or affecting the Property or the use or operation thereof.

Seller shall notify Buyer of any matter directly related to the obligations set forth in this Section 12. In the event that Buyer objects to such matters, Buyer shall furnish Seller with written notice of such objections and Seller shall have a reasonable time to cure such objections at the sole cost and expense of Seller. If efforts to cure any such objections fail, in Buyer's sole discretion, Buyer shall have the option to terminate this Agreement by delivering written notice to Seller, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit and any interest accrued thereon.

13. **Seller's Representations and Warranties.** Seller warrants, represents and covenants to Buyer on the date hereof, and as of the date of Closing, as follows:

- A. Seller has the right to execute this Agreement and to sell the Property to Buyer without obtaining the consent, approval, release or other signature of any other party (subject to Seller's receipt of any lien release or other satisfaction of encumbrances on title pursuant to Section 5).
- B. To Seller's knowledge, there is no pending litigation or judicial, municipal or administrative proceedings involving or affecting all of any portion of the Property.
- C. To Seller's knowledge, Seller has not received any written notice that the Property or any portion thereof is situated, used or operated in violation of any law, court order, regulation, ordinance or requirement of any city, county, state or other governmental authority.
- D. To Seller's knowledge, there are no outstanding tax claims or tax liability of any kind (other than real property taxes and assessments for periods following Closing) that will affect Buyer or the Property from and after Closing.
- E. To Seller's knowledge, Seller has not received any notice of any claim or citation of noncompliance from any federal, state or local government authority alleging a violation of any Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean any and all past or present federal, state and local statutes, regulations, directives, ordinances, rules, policies, guidelines, court orders, decrees, arbitration awards and the common

law, which pertain to environmental matters, as such have been amended, modified or supplemented from time to time.

- F. Seller is not a Prohibited Person (as defined below). None of the funds or other assets, if any, to be transferred hereunder are the property of, or beneficially owned, directly or indirectly, by a Prohibited Person, nor are such funds or other assets of the proceeds of any specified unlawful activity as defined by 18 U.S.C. § 1936(e)(7). “Prohibited Person” means any of the following: (A) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”); (B) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (C) a person or entity that is listed as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website www.treas.gov/office/enforcement/ofac; (D) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (E) a person or entity that is affiliated with any person or entity identified in subclause (A), (B), (C) and/or (D).

Notwithstanding any contrary provision of this Agreement, if Seller becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of its representations or warranties untrue, Seller shall promptly disclose such matters to Buyer in writing. In the event that Seller so discloses any matters which make any of Seller’s representations and warranties untrue in any material respect or in the event that Buyer otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of Seller’s representations or warranties untrue in any material respect, Buyer shall have the right to elect in writing on or before the earlier of (A) the Closing or (B) ten (10) days after which Buyer is notified of or becomes aware of any such matters, to (i) waive such matters and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement, or (ii) terminate this Agreement.

The warranties and representations set forth in this Section 13 shall be deemed remade as of Closing and updated if necessary. The warranties and representations set forth in this Section 13 shall survive the Closing and any expiration or termination of this Agreement for a period of one (1) year following the Closing or termination of this Agreement, as applicable.

14. **Default and Remedies.** In the event that Buyer fails to close on this transaction in breach of this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to the Earnest Deposit, which shall be promptly paid to the Seller by the Title Company. The parties agree that such sum fairly represents the damage that would be occasioned by Seller in the event of a Buyer default. If Seller wrongfully fails or refuses to close on the Closing Date, provided Buyer is not in default of this Agreement, Buyer shall be, as its sole and exclusive remedies, entitled to specific performance of the terms of this Agreement, which shall be exercised within 90 days from the Closing Date, or terminate this Agreement and the Earnest Deposit shall be returned to Buyer.

15. **Lien Affidavit.** Seller shall execute on the Closing Date an affidavit on the Title Company's form which will remove all standard exceptions to Buyer's title insurance policy (excepting the standard survey exception which is only removable if Buyer obtains a survey), as may be reasonably required by the Title Company.

16. **No Assumption of Liabilities.** Buyer shall not assume any obligations, liabilities, claims, demands, judgments, causes of action, assessments, indebtedness or accounts payable of Seller or the Property of any kind, nature or description whatsoever, whether the same are accrued, absolute or contingent, known or unknown, direct or indirect. Effective as of the date of Closing, Seller shall indemnify, defend and hold Buyer, Buyer's affiliates, and their respective partners, officers, employees, agents, successors and assigns (the "Buyer Indemnified Parties") harmless (on a joint and several basis) from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses (including reasonable fees and expenses of attorneys) (collectively, "Losses") that may be suffered or incurred by or asserted or awarded against Buyer or any Buyer Indemnified Party, in each case arising out of, or in connection with, or by reason of: (i) any breach or default by Seller of any representations and warranties of Seller contained herein; and (ii) any liabilities, obligations or indebtedness of Seller, whether relating to or in connection with the Seller's use, possession, operation, repair or maintenance of the Property prior to the date of Closing or otherwise, including, without limitation, any property damage or injuries to persons, including death, caused by the occurrence of any event or the existence of any condition at the Property prior to the date of Closing. Seller's obligations under this Section shall survive the Closing of sale of the Property to Buyer.

17. **Further Assurances.** Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

18. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

19. **Assignment.** Buyer shall have the right, prior to closing, to assign this Agreement to a third party upon written notice to Seller of such assignment; provided such assignment shall not release Buyer of its obligations hereunder.

20. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it is expressly agreed that any prior oral or written agreements between the parties hereto are superseded by this Agreement and are no longer of any effect whatsoever. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

21. **Seller Lease.** As a material inducement to cause Seller to enter into this Agreement, upon and as a condition of Closing, Buyer, as landlord, and Seller, as tenant, shall enter into a lease in the form attached hereto as **Exhibit B** (the “Seller Lease”).

22. **1033 Exchange.** Buyer is an instrumentality of the State of Nebraska and as such, holds the power of eminent domain to acquire property for public use. Subject to satisfaction of all conditions herein, Buyer and Seller agree that the sale of the Property shall take place under the threat of exercise of eminent domain by Buyer. Buyer agrees to execute, acknowledge and deliver such further instruments, documents or assurances as may be required by Seller in order for Seller to acquire replacement property as an exchange under I.R.C. § 1033. Notwithstanding the foregoing, nothing herein shall be deemed a consent to any condemnation of the Property except in accordance with the terms of this Agreement.

23. **Brokers.** Seller and Buyer each represent and covenant to the other that they have not utilized the services of any broker or finder in connection with the transaction contemplated herein other than Rich Secor and Spencer Secor with The Lund Company (“Seller’s Broker”). The brokerage commission due to Seller’s Broker, if any, shall be paid by Seller to Seller’s Broker at Closing.

24. **Notice and Demands.** Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by electronic mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally, or overnight delivery service. For such purposes, addresses for notice purposes are:

A. Buyer: The University of Nebraska Medical Center
Attention: Doug Ewald
986680 Nebraska Medical Center
Omaha, NE 68198-6680
doug.ewald@unmc.edu

with a copy to: The University of Nebraska
Attention: Stacia Palser
3835 Holdrege Street
Lincoln, NE 68583-0745
slpalser@nebraska.edu

B. Seller: Grandmother’s, Inc.
Attention: Mark Sweet
5310 South 84th Street, Ste. 200
Omaha, NE 68127
masweet813@gmail.com

with a copy to: Robert G. Dailey
McGrath North Mullin & Kratz, PC LLO

1601 Dodge Street, Ste. 3700
Omaha, NE 68102
rdailey@mcgrathnorth.com

25. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

“BUYER”

THE BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA, a public
body corporate of the State of Nebraska and
governing body of the University of Nebraska
Medical Center

By: _____
Walter E. Carter, President

Attest: _____
Stacia L. Palser, Interim Corporation Secretary

STATE OF NEBRASKA)
)ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Walter E. Carter, in his capacity as President and Stacia L. Palser, as Interim Corporation Secretary of the Board of Regents of the University of Nebraska, a body corporate and politic and governing body of the University of Nebraska Medical Center.

Notary Public

Exhibit A

Parcel 1:

Part of Lot Thirty (30) and all of Lots Thirty-One (31), Thirty-Two (32), and Thirty-Three (33), Block Nine (9), Briggs Place, an addition to the City of Omaha, in Douglas County, Nebraska described as follows:

Beginning at the Southeast corner of said Lot Thirty-Three (33), Block Nine (9); thence North $90^{\circ}00'00''$ West (assumed bearing) along the South lines of Lot Thirty (30) through Thirty-Three (33) a distance of 156.20 feet; thence North $21^{\circ}37'43''$ West along the Easterly right-of-way line of Saddle Creek Road a distance of 32.00 feet; thence North $00^{\circ}57'39''$ West along said Saddle Creek Road right-of-way a distance of 98.40 feet; thence North $89^{\circ}56'33''$ East along the North line of Lots Thirty (30) through Thirty-Three (33); Block Nine (9), a distance of 169.10 feet; thence South $00^{\circ}14'44''$ East along the East line of said Lot Thirty-Three (33) a distance of 128.31 feet to the point of beginning, together with the South Half of the vacated alley adjoining said lots on the North.

Parcel 2:

Lot Five (5), Block Nine (9), Briggs Place, an addition to the City of Omaha, in Douglas County, Nebraska.

Parcel 3: Lots Thirty-Four (34) and Thirty-Five (35), Block Nine (9), Briggs Place, an addition to the City of Omaha, in Douglas County, Nebraska.

Exhibit B
Lease

[attached hereto]

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

Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Approve the acquisition of real property located at 4724 Leavenworth Street, Omaha, Nebraska

RECOMMENDED ACTION: Approve the acquisition of real property at 4724 Leavenworth Street, Omaha, Nebraska

PREVIOUS ACTION: None

EXPLANATION: UNMC continues to execute its previously presented master plan. This parcel is contiguous to the other properties purchased in recent years and creates the southern-most boundary of the UNMC Campus Master Plan along the Saddle Creek Corridor at the intersection of Saddle Creek and Leavenworth.

The acquisition of the property at 4724 Leavenworth Street is key to maximizing future development opportunities and flexibility.

An appraisal and environmental assessment were completed of the property being purchased. The legal description of the parcel is detailed in the Real Estate Purchase Agreement.

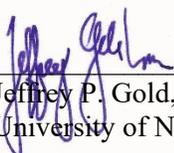
This item has been reviewed by the Business and Finance Committee.

PROJECT COST: Purchase Price of the Property = \$2,440,000

SOURCES OF FUNDS: Campus cash funds

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

REAL ESTATE PURCHASE AGREEMENT
(4724 Leavenworth Street)

This Real Estate Purchase Agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 (the “Effective Date”), by and between The Board of Regents of the University of Nebraska, a public body corporate of the State of Nebraska and governing body of the University of Nebraska Medical Center (“Buyer”), and RJS Properties, L.L.C., a Nebraska limited liability company (“Seller”).

1. **Property.** Subject to the terms and conditions herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real estate (as defined in Neb. Rev. Stat. § 76-201) commonly known as 4724 Leavenworth Street, Omaha, Nebraska, and legally described as follows:

[Legal description to be confirmed upon completion of title insurance commitment].

(the “Property”), together with any other adjacent gaps or gores owned by Seller adjacent to the Property as may be revealed by the Survey, and easements and servient estates appurtenant thereto. The Property shall include all improvements, fixtures, and equipment permanently attached thereto and specifically, the buildings located on the Property. The Property shall be free and clear of all liens, leases, and encumbrances, but with reservations and exceptions as follows:

- A. Title shall be taken subject to any restrictive covenants, easements, mineral rights, reservations or conditions currently of record; and
- B. Title shall be taken subject to restrictions, conditions and limitations hereinafter stated or deemed accepted hereunder.

The legal description and ownership of the Property shall be confirmed by the title insurance commitment described in Section 5 below and/or Survey obtained by Buyer as part of its due diligence.

2. **Price and Payment.** Buyer agrees to pay Seller a price of Two Million, Four Hundred Forty Thousand and No/100 Dollars (\$2,440,000.00) (the “Purchase Price”), as follows:

- A. **Earnest Deposit.** Within 5 days of the Effective Date, Buyer shall pay the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “Earnest Deposit”) to be held by the Title Company (defined below) in accordance with the terms of this Agreement. If the conditions precedent described in Section 10 below are not satisfied prior to the Closing Date, the Earnest Deposit shall be refunded to Buyer.
- B. **Closing Payment.** The balance of the Purchase Price, shall be due via wire of funds on the Closing Date subject to the allocations of expenses.

3. **Title.** At the closing, Seller will execute and deliver to Buyer a warranty deed (the "Deed") conveying the Property in fee simple free and clear of all liens, encumbrances, or encroachments other than the Permitted Exceptions.

4. **Closing Costs.** Buyer and Seller agree to retain Nebraska Title Company as the escrow closing agent ("Title Company") to close this transaction and shall execute the Title Company's agreement upon reasonable request. Buyer and Seller shall each pay one-half (1/2) of the cost of such escrow closing service. The Title Company shall prepare the Deed, to be in a form reasonably acceptable to Seller and Buyer. Buyer shall pay the Nebraska Documentary Stamp tax relating to this transfer, if any, and the costs of filing the Deed. Each party shall pay its own attorney fees.

5. **Title Insurance.** Within thirty (30) days from the date of this Agreement, Buyer may obtain the Survey (defined below) and a title insurance commitment for the Property, issued by the Title Company. The title insurance commitment will show marketable title to the Property in Seller and in accordance with the terms and conditions of this Agreement. Seller and Buyer shall each pay one-half (1/2) of the expense of the title insurance policy insuring Buyer for its ownership of the Property for the amount of the Purchase Price. The title insurance commitment shall also confirm the legal description of the Property contained in Section 1 above.

Buyer shall approve or disapprove title to the Property after receipt of the title insurance commitment and the ALTA/ACSM Land Title Survey obtained by Buyer as part of its due diligence investigation (the "Survey"), but in all events not later than the expiration of the Due Diligence Period described in Section 10 below. If any objection or defect in title is discovered during the examination of the title commitment and the Survey by Buyer, Buyer shall furnish Seller with written notice of such objections and defects. Seller shall have a reasonable time to cure such objections and defects (or to secure title insurance endorsements at Seller's cost against the objected items) and Seller shall bear the expense of curing the same, provided that all objections and defects shall be satisfied within thirty (30) days following the earlier of (i) the expiration of the Due Diligence Period, or (ii) receipt by Seller of Buyer's objection notice. However, if Seller elects, in its sole and absolute discretion, not to so remove or correct such objections or defects in title, or otherwise obtain commitment for appropriate title insurance endorsements within such time period, Seller shall provide prompt notice of such election to Buyer. If efforts to cure any such defects fail, in Buyer's sole discretion, or if Seller has elected not to cure title defects and objections, Buyer shall have the option to (i) terminate this Agreement, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit, or (ii) waive the title defects and objections, and proceed to Close the transaction hereunder, without adjustment to the Purchase Price in relation to such waived matters. Buyer shall be deemed to have elected to proceed under subsection (ii) above, unless Buyer delivers written notice of termination under subsection (i) to Seller on or before three (3) business days after the earlier of (A) expiration of the Cure Period, or (B) receipt of Seller's election to not cure the title defects and objections.

The Property shall be conveyed subject to matters of record, or matters otherwise identified on the title insurance commitment or Survey, which are not objected to by Buyer in accordance with this Section 5 (or which after objection by Buyer are thereafter waived in accordance with this Agreement), and taxes and assessments which are not yet due and payable (the "Permitted

Exceptions").

6. **Closing Date.** Upon the later of (i) Buyer's satisfaction or waiver of the conditions in Section 10 hereof, (ii) the successful negotiation of the Lease Buyout as contemplated in Section 12 hereof, and (iii) the acceptance and approval of this Agreement by the Board of Regents as contemplated in Section 11 hereof, Buyer will notify Seller of its intent to proceed to closing ("Buyer Notice"). Upon receipt of the Buyer Notice, Seller will proceed diligently to terminate all leases (other than the Lease) and service agreements with respect to the Property. Upon satisfaction of the requirements of Section 13 hereof, Seller will provide written notice of such satisfaction to Buyer (the "Closing Notice") and Seller and Buyer shall agree on a Closing Date not later than thirty (30) days from Buyer's receipt of the Closing Notice.

7. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date free and clear of any leases or other claims to possession except for the Lease, the term of which will be agreed upon by the parties in the Lease Buyout. No tenants of Seller or third parties other than the Tenant shall have any right to possess the Property or any part thereof as of the Closing Date.

8. **Risk of Loss.** Risk of loss or damage to the Property shall rest with Seller until the Closing Date.

9. **Taxes.** Real estate taxes which would be delinquent if not paid in the year of closing shall be prorated to and Seller's portion thereof paid or credited to Buyer, in full on the Closing Date. Seller shall pay the real estate taxes for all prior years.

10. **Conditions Precedent.** Buyer's obligation to close on the acquisition of the Property shall be conditioned upon satisfaction of these contingencies during the Due Diligence Period, as defined below:

- A. **Testing.** Buyer shall have the right upon reasonable prior notice to Seller, to access the Property to conduct, at Buyer's cost, such inspections or tests it deems necessary, including, but not limited to, Environmental Site Assessments, any other environmental inspections, subsurface investigations and an appraisal update. All such testing will be completed within the Due Diligence Period. Buyer shall, to the extent possible, restore the Property to the condition which existed prior to any such testing. Buyer agrees to reasonably minimize any disturbance Seller's business operations at the Property during any such entry or testing. To the extent allowed by law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all damages, losses, claims, demands, expenses and liabilities of whatever kind or nature, and fees (including, without limitation, attorney's fees) actually incurred, including, without limitation, any damage or injury to persons or property, or resulting from entry onto the Property by Buyer and/or its agents, contractors, employees, invitees and/or licensees and any mechanics' or other liens, losses, costs, expenses or claims that may be filed or asserted against the Property or Seller by such parties in relation to such

entry, which indemnification shall survive Closing or any termination of this Agreement.

- B. **Survey.** Buyer may obtain a Survey, at Buyer's cost, reflecting, among other things, the boundary legal descriptions, the quantities of land, and the locations of all easements on the Property.
- C. **Appraisal.** Buyer may obtain an appraisal performed by a state certified real estate appraiser selected by Buyer, and completed at Buyer's cost (the "Appraisal"), during the Due Diligence Period.
- D. **Existing Materials.** Within ten (10) days after the Effective Date, Seller shall deliver or make available to Buyer, copies of all permits, surveys, site plans, environmental site assessment reports and engineering reports, applications for governmental approvals, governmental agreements or denials and items of a similar nature with respect to the Property in Seller's possession and/or reasonably available to Seller (collectively, the "Property Information"). In the event Buyer does not close on its purchase of the Property as provided herein, Buyer shall return the Property Information to Seller within five (5) business days of the termination of this Agreement.

Buyer shall have thirty (30) days from the execution hereof by Seller to satisfy the conditions of this Section 10, such period being designated as the "Due Diligence Period;" provided, however, in the event that, despite Buyer's reasonable efforts, Buyer is unable to obtain the completed environmental inspections, Survey, or Appraisal within such thirty (30) day period, Buyer may extend the Due Diligence Period for an additional thirty (30) days. These conditions are for the benefit of Buyer and must be satisfied or waived before the Buyer is obligated to close on this transaction. If Buyer determines, in Buyer's sole discretion, that the conditions have not been satisfied, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period, in which event the Earnest Deposit and all interest accrued thereon shall be promptly returned to Buyer, and neither Buyer nor Seller shall have any further obligation or liability to each other under this Agreement, except for obligations intended to survive termination of this Agreement.

11. **Approval of the Board of Regents.** Buyer's obligation to proceed with the Closing under this Agreement shall be expressly contingent upon the approval and acceptance of this Agreement by the Board of Regents (following formal action by the Board with regard to the approval of this Agreement) to be obtained on or before October 8, 2020 (the "Termination Date"). Buyer shall obtain the approval of the Board of Regents of the University of Nebraska of this Agreement and the purchase contemplated herein at a regularly scheduled meeting of the Board of Regents. If the Board of Regents does not approve this Agreement and the transaction contemplated herein, on or before the Termination Date, this Agreement shall be deemed terminated and the Earnest Deposit, and any interest thereon, shall be remitted to Seller. Buyer and Seller shall thereafter have no further obligation or liability to each other under this Agreement, except for obligations intended to survive termination of this Agreement.

12. **Termination of Lease.** The Property is currently subject to that certain [Lease] dated on or about March 28, 2002 by and between Seller and Team Car Care d/b/a Jiffy Lube (the "Tenant"), the term of which extends through March 28, 2022, plus renewal options (the "Lease"). Seller, Buyer and Tenant will negotiate early termination of the Lease, with termination to occur no later than _____ (the "Lease Buyout"). In no event shall the Purchase Price payable to Seller be reduced. In the event a Lease Buyout cannot be mutually agreed upon between Seller, Buyer and Tenant on or before the Termination Date, Buyer may terminate this Agreement and the Earnest Deposit, and any interest thereon, shall be remitted to Seller. Buyer and Seller shall thereafter have no further obligation or liability to each other under this Agreement, except for obligations intended to survive termination of this Agreement.

13. **Seller's Obligations Prior to Closing.** Prior to the Closing Date:

- A. Seller shall not enter into any contracts, agreements or any other commitments regarding the Property or make any material changes or alterations to the Property without the prior written consent of the Buyer, such consent not to be unreasonably withheld, conditioned or delayed.
- B. Seller shall terminate any existing leases (except the Lease) or service contracts with respect to the Property on or before the Closing Date.
- C. Seller shall notify Buyer of any governmental authority's notice of violation by Seller of any state, county, city or municipal laws, ordinances, regulations, rules, orders or requirements of departments of housing, building, fire, labor or health or other governmental authorities having jurisdiction over or affecting the Property or the use or operation thereof.

Seller shall notify Buyer of any matter directly related to the obligations set forth in this Section 13. In the event that Buyer objects to such matters, Buyer shall furnish Seller with written notice of such objections and Seller shall have a reasonable time to cure such objections at the sole cost and expense of Seller. If efforts to cure any such objections fail, in Buyer's sole discretion, Buyer shall have the option to terminate this Agreement by delivering written notice to Seller, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit and any interest accrued thereon.

14. **Seller's Representations and Warranties.** Seller warrants, represents and covenants to Buyer on the date hereof, and as of the Closing Date, as follows:

- A. Seller has the right to execute this Agreement and to sell the Property to Buyer without obtaining the consent, approval, release or other signature of any other party (subject to Seller's receipt of any lien release or other satisfaction of encumbrances on title pursuant to Section 5).

- B. To Seller's knowledge, there is no pending litigation or judicial, municipal or administrative proceedings involving or affecting all of any portion of the Property.
- C. To Seller's knowledge, Seller has not received any written notice that the Property or any portion thereof is situated, used or operated in violation of any law, court order, regulation, ordinance or requirement of any city, county, state or other governmental authority.
- D. To Seller's knowledge, there are no outstanding tax claims or tax liability of any kind (other than real property taxes and assessments for periods following Closing) that will affect Buyer or the Property from and after Closing.
- E. To Seller's knowledge, Seller has not received any notice of any claim or citation of noncompliance from any federal, state or local government authority alleging a violation of any Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean any and all past or present federal, state and local statutes, regulations, directives, ordinances, rules, policies, guidelines, court orders, decrees, arbitration awards and the common law, which pertain to environmental matters, as such have been amended, modified or supplemented from time to time.
- F. Seller is not a Prohibited Person (as defined below). None of the funds or other assets, if any, to be transferred hereunder are the property of, or beneficially owned, directly or indirectly, by a Prohibited Person, nor are such funds or other assets of the proceeds of any specified unlawful activity as defined by 18 U.S.C. § 1936(e)(7). "Prohibited Person" means any of the following: (A) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (B) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (C) a person or entity that is listed as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website www.treas.gov/office/enforcement/ofac; (D) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (E) a person or entity that is affiliated with any person or entity identified in subclause (A), (B), (C) and/or (D).

Notwithstanding any contrary provision of this Agreement, if Seller becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of its representations or warranties untrue, Seller shall promptly disclose such matters to Buyer in writing. In the event that Seller so discloses any matters which make any of Seller's representations and warranties untrue in any material respect or in the event that Buyer otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make

any of Seller's representations or warranties untrue in any material respect, Buyer shall have the right to elect in writing on or before the earlier of (A) the Closing or (B) ten (10) days after which Buyer is notified of or becomes aware of any such matters, to (i) waive such matters and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement, or (ii) terminate this Agreement.

The warranties and representations set forth in this Section 14 shall be deemed remade as of Closing and updated if necessary. The warranties and representations set forth in this Section 14 shall survive the Closing and any expiration or termination of this Agreement for a period of one (1) year following the Closing or termination of this Agreement, as applicable.

15. **Default and Remedies.** In the event that Buyer fails to close on this transaction in breach of this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to the Earnest Deposit. The parties agree that such sum fairly represents the damage that would be occasioned by Seller in the event of a Buyer default. If Seller wrongfully fails or refuses to close on the Closing Date, provided Buyer is not in default of this Agreement, Buyer shall be, as its sole and exclusive remedies, entitled to specific performance of the terms of this Agreement, which shall be exercised within 90 days from the Closing Date, or terminate this Agreement and the Earnest Deposit shall be returned to Buyer.

16. **Lien Affidavit.** Seller shall execute on the Closing Date an affidavit on the Title Company's form which will remove all standard exceptions to Buyer's title insurance policy (excepting the standard survey exception which is only removable if Buyer obtains a survey), as may be reasonably required by the Title Company.

17. **No Assumption of Liabilities.** With the exception of the Lease Buyout, Buyer shall not assume any obligations, liabilities, claims, demands, judgments, causes of action, assessments, indebtedness or accounts payable of Seller or the Property of any kind, nature or description whatsoever, whether the same are accrued, absolute or contingent, known or unknown, direct or indirect. Effective as of the date of Closing, Seller shall indemnify, defend and hold Buyer, Buyer's affiliates, and their respective partners, officers, employees, agents, successors and assigns (the "Buyer Indemnified Parties") harmless (on a joint and several basis) from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses (including reasonable fees and expenses of attorneys) (collectively, "Losses") that may be suffered or incurred by or asserted or awarded against Buyer or any Buyer Indemnified Party, in each case arising out of, or in connection with, or by reason of: (i) any breach or default by Seller of any representations and warranties of Seller contained herein; and (ii) any liabilities, obligations or indebtedness of Seller, whether relating to or in connection with the Seller's use, possession, operation, repair or maintenance of the Property prior to the date of Closing or otherwise, including, without limitation, any property damage or injuries to persons, including death, caused by the occurrence of any event or the existence of any condition at the Property prior to the date of Closing. Seller's obligations under this Section shall survive the Closing of sale of the Property to Buyer.

18. **Further Assurances.** Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to

effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

19. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

20. **Assignment.** Buyer shall have the right, prior to closing, to assign this Agreement to a third party upon written notice to Seller of such assignment; provided such assignment shall not release Buyer of its obligations hereunder.

21. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it is expressly agreed that any prior oral or written agreements between the parties hereto are superseded by this Agreement and are no longer of any effect whatsoever. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

22. **Brokers.** Buyer represents and covenants to the Seller that Buyer has not utilized the services of any broker or finder in connection with the transaction contemplated herein. Seller represents and covenants to the Buyer that Seller has not utilized the services of any broker or finder in connection with the transaction contemplated herein.

23. **Notice and Demands.** Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally, or overnight delivery service. For such purposes, addresses for notice purposes are:

A. Buyer: The University of Nebraska Medical Center
Attention: Doug Ewald
986680 Nebraska Medical Center
Omaha, NE 68198-6680

with a copy to: The University of Nebraska
Attention: Stacia Palser
3835 Holdrege Street
Lincoln, NE 68583-0745

B. Seller: RJS Properties, L.L.C.
Roy Schumacher
17521 Farnam St.
Omaha, NE 68118

with a copy to: Robert J. Kmiecik
Stinson LLP
1299 Farnam St., Suite 1500
Omaha, NE 68102

24. **1033 Exchange.** Buyer is an instrumentality of the State of Nebraska and as such, holds the power of eminent domain to acquire property for public use. Subject to satisfaction of all conditions herein, Buyer and Seller agree that the sale of the Property shall take place under the threat of exercise of eminent domain by Buyer. Buyer agrees to execute, acknowledge and deliver such further instruments, documents or assurances as may be required by Seller in order for Seller to acquire replacement property as an exchange under I.R.C. § 1033. Notwithstanding the foregoing, nothing herein shall be deemed a consent to any condemnation of the Property except in accordance with the terms of this Agreement.

25. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

“SELLER”

RJS PROPERTIES, L.L.C.,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of June, 2020, by
_____ as _____ of RJS Properties, L.L.C..

Notary Public

TO: The Board of Regents Addendum XI-B-8
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Lease of vacant lot located at 6465 Center Street, Omaha, Nebraska on the University of Nebraska at Omaha Center Campus

RECOMMENDED ACTION: Approve the lease of the vacant lot located at 6465 Center Street, Omaha, Nebraska via Request for Proposal

PREVIOUS ACTION: September 24, 2013 – The Board of Regents entered into a Mixed-Use District Development Agreement to develop UNO Nebraska Village

EXPLANATION: The lot located at 6465 Center Street on UNO's Center Campus is a historically underdeveloped property. It has been and is currently a vacant lot excessive to the needs of UNO. As part of an assessment, UNO has determined that development of this lot may add value to UNO's Center Campus portfolio, as well as provide value to the nearby community. UNO seeks to enter into a ground lease of the property to a developer who has a developmental vision that best suits UNO's educational mission and community engagement. UNO has release a request for proposal seeking public bids to develop the property through a leasehold relationship scored according to the best interests UNO.

This property is legally described as UNO NEBRASKA VILLAGE, Block 0, Lot 10. It is unimproved and currently zoned for mixed use. The lease of this property will not impact any campus master plan site.

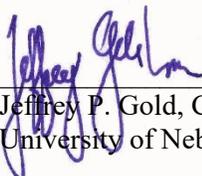
This item has been reviewed by the Business and Finance Committee.

PROJECT COST: No costs to the University are anticipated by a ground lease of the property.

SOURCE OF FUNDS: N/A

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE: November 6, 2020

TO: The Board of Regents Addendum XI-B-9
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Acquisition of University of Nebraska at Omaha (UNO) Thompson Alumni Center, located at 6705 Dodge Street in Omaha, NE from the UNO Alumni Association to the University

RECOMMENDED ACTION: Approve the acquisition of real property located at 6705 Dodge Street in Omaha, NE commonly known as the William H. and Dorothy Thompson Alumni Center

PREVIOUS ACTION: None

EXPLANATION: The UNO Alumni Association (“UNOAA”) is the current owner of certain real property located on the south side of Dodge Street and east side of 67th Avenue, commonly described as 6705 Dodge Street and the facility located thereon known as the William H. and Dorothy Thompson Alumni Center at the University of Nebraska at Omaha (“Property”). The University owns the adjacent real property upon which a portion of the Alumni Center is located. The acquisition of the Property would provide strategic growth opportunities for the UNO campus in accordance with the UNO facilities development plan.

The University and UNOAA have agreed on a Transfer Value equal to the appraised value of the Property. During each of the University’s fiscal years from the date of closing until substantial completion of a new UNO Alumni Center, the University will make an annual contribution to be used for UNO alumni engagement or expenses related to planning a new UNO Alumni Center. The Transfer Value, less the total of all annual contributions identified above, will be applied by the University to either construction or rental of a new UNO Alumni Center. In the event the new UNO Alumni Center has not reached substantial completion by 10 years after the effective date of the property transfer agreement, the University and UNOAA agree to work in good faith to mutually agree upon a plan for the use of the remaining Transfer Value.

The University’s acquisition of the Property is contingent upon the satisfactory completion of repairs identified in the Property inspection report, including roof replacement. Upon transfer, UNO will be solely responsible for the operation of the Thompson Alumni Center. The UNOAA Board of Directors has approved the transfer of the Property to the University contingent upon the approval by the Board of Regents.

This item has been reviewed by the Business and Finance Committee.

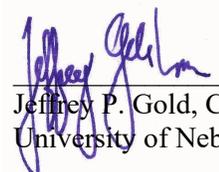
PROJECT COST: \$3,845,000

SOURCE OF FUNDS: Campus Cash Funds

SPONSOR:

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE:

November 6, 2020

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT (this “Agreement”) is made and entered into effective the ___ day of _____, 2020 (the “Effective Date”), by and between the UNO Alumni Association, a Nebraska nonprofit corporation (“UNOAA”) and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska at Omaha (“University”). UNOAA and the University may sometimes be referred to jointly as the “Parties” and each separately may be referred to as a “Party.”

RECITALS

WHEREAS, UNOAA is the owner of certain real property located on the south side of Dodge Street and east side of 67th Avenue, commonly described as 6705 Dodge Street and the facility located thereon known as the Thompson Alumni Center at the University of Nebraska at Omaha (the “Facility”);

WHEREAS, the University is the owner of certain real property located on the south side of Dodge Street and east side of 67th Avenue upon which a portion of the Facility is located pursuant to that certain Lease Agreement dated July 19, 1993 (the “Ground Lease”); and

WHEREAS, UNOAA desires to transfer the Property (as defined below) to the University and the University desires to accept the Property from UNOAA upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the Parties agree as follows:

1. Property. Subject to the terms and conditions herein, UNOAA agrees to transfer to the University and the University agrees to accept from UNOAA, the real estate (as defined in Neb. Rev. Stat. § 76-201) commonly known as 6705 Dodge Street, Omaha, Nebraska, and legally described as set forth on Exhibit “A” attached hereto and incorporated herein (the “Property”), together with any other adjacent gaps or gores owned by UNOAA adjacent to the Property as may be revealed by a survey, and easements and servient estates appurtenant thereto. The Property shall include all improvements, fixtures, and equipment permanently attached thereto and specifically, the Facility. The Property shall be free and clear of all liens, leases, and encumbrances, but with reservations and exceptions as follows (the “Permitted Exceptions”):

A. Title shall be taken subject to any restrictive covenants, easements, mineral rights, reservations or conditions currently of record;

B. Title shall be taken subject to restrictions, conditions and limitations hereinafter stated or deemed accepted hereunder; and

C. Title shall be taken subject to the occupancy, rental, and use agreements set forth on the attached Exhibit "B."

The legal description and ownership of the Property shall be confirmed by the title insurance commitment described herein or a survey obtained by the University as part of its due diligence.

2. Closing. The closing of the transfer of the Property shall take place at such time, date and place as the University and UNOAA may mutually agree ("Closing"). The Parties will work diligently to obtain all required approvals with the intent of scheduling Closing on or before January 31, 2021; provided, however, in any event Closing shall occur on or before June 30, 2021. At Closing, the Property shall be transferred to the University by a properly executed special warranty deed, in form and substance satisfactory to the University, executed by UNOAA and conveying the Property to the University free and clear of all adverse mortgages, deeds of trusts, leases, tenants in possession, encumbrances, liens, statutory rights, assessments, covenants, charges or adverse claims of any kind or character whatsoever, except for easements and restrictions of record and Permitted Exceptions. The Ground Lease shall be deemed merged into the University's ownership of the Property and shall automatically terminate as of the date of Closing. UNOAA shall deliver possession of the Property to the University at the time of the Closing. Each Party shall pay its own attorney fees. If a title insurance company is used for closing, such company's closing fees shall be paid by the University.

3. Title Insurance. Prior to Closing, the University shall have the right to obtain a title insurance commitment on the Property issued by a title insurance company or underwriter who is licensed or authorized to do business in the State of Nebraska in accordance with the terms and conditions of this Agreement. The cost of an owner's title insurance policy shall be paid by the University. If any material defects in title are discovered, UNOAA shall be allowed a reasonable time in which to correct the same. If UNOAA is unable within such time period to correct any material defect in the title to the Property, the University may, at its option, (a) rescind this Agreement, or (b) accept such title as UNOAA is able to convey and continue to the Closing.

4. Taxes and Special Assessments. Real estate and personal property taxes, if any, for the Property prior to the Closing shall be paid by UNOAA. Title hereunder shall be delivered free and clear of all special assessments levied or assessed or special assessment districts that have been created and ordered constructed, as of the date of this Agreement.

5. Risk of Loss. All risk of loss or damage to the Property by fire or other casualty until the delivery of the executed instruments at the Closing, as provided in this Agreement, is assumed by UNOAA, and in such event, the University shall have the right and option to terminate this Agreement.

6. Inspection Period. The University shall have the right upon reasonable prior notice to UNOAA, to access the Property to conduct such inspections or tests it deems necessary to evaluate the condition of the Property. The University agrees to reasonably minimize any disturbance to UNOAA's operations during any such entry or testing. The University may, at

the University's option, obtain a survey of the Property. If the University determines, in the University's sole discretion, that it is not satisfied with the condition of the Property, the University shall have the right to terminate this Agreement by delivering written notice to UNOAA. The Parties acknowledge that the Facility was damaged by hail prior to Closing. UNOAA has initiated a claim with its insurance carrier for repair and/or replacement of the roof, windows, gutters, efas, stucco and associated improvements (the "Work") and will pay the deductible for any such claim. All of the Work must be completed to the satisfaction of the University prior to Closing.

7. Approval of the Board of Regents. The University's obligation to proceed with Closing shall be expressly contingent upon the approval and acceptance of this Agreement by the Board of Regents (following formal action by the Board with regard to the approval of this Agreement).

8. UNOAA's Obligations Prior to Closing. Prior to Closing:

- a. UNOAA shall not enter into any contracts, agreements or any other commitments regarding the Property not in the ordinary course of business or make any material changes or alterations to the Property without the prior written consent of the University.
- b. UNOAA shall, at the request of the University, terminate any existing service contracts with respect to the Property if permitted by the terms of such contracts. The University shall assume those contracts that are not terminable by UNOAA.
- c. UNOAA shall notify the University of any governmental authority's notice of violation by UNOAA of any state, county, city or municipal laws, ordinances, regulations, rules, orders or requirements of departments of housing, building, fire, labor or health or other governmental authorities having jurisdiction over or affecting the Property or the use or operation thereof.

9. UNOAA's Representations and Warranties. UNOAA warrants, represents and covenants to the University on the date hereof, and as of Closing, as follows:

- a. UNOAA has the right to execute this Agreement and to transfer the Property to the University without obtaining the consent, approval, release or other signature of any other party.
- b. To UNOAA's knowledge, there is no pending litigation or judicial, municipal or administrative proceedings involving or affecting all of any portion of the Property.
- c. To UNOAA's knowledge, UNOAA has not received any written notice that the Property or any portion thereof is situated, used or operated in violation of

any law, court order, regulation, ordinance or requirement of any city, county, state or other governmental authority.

- d. To UNOAA's knowledge, there are no outstanding tax claims or tax liability of any kind (other than real property taxes and assessments for periods following Closing) that will affect the University or the Property from and after Closing.
- e. To UNOAA's knowledge, UNOAA has not received any notice of any claim or citation of noncompliance from any federal, state or local government authority alleging a violation of any Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean any and all past or present federal, state and local statutes, regulations, directives, ordinances, rules, policies, guidelines, court orders, decrees, arbitration awards and the common law, which pertain to environmental matters, as such have been amended, modified or supplemented from time to time.
- f. UNOAA is not a Prohibited Person (as defined below). None of the funds or other assets, if any, to be transferred hereunder are the property of, or beneficially owned, directly or indirectly, by a Prohibited Person, nor are such funds or other assets of the proceeds of any specified unlawful activity as defined by 18 U.S.C. § 1936(e)(7). "Prohibited Person" means any of the following: (A) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (B) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (C) a person or entity that is listed as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website www.treas.gov/office/enforcement/ofac; (D) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (E) a person or entity that is affiliated with any person or entity identified in subclause (A), (B), (C) and/or (D).

Notwithstanding any contrary provision of this Agreement, if UNOAA becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of its representations or warranties untrue, UNOAA shall promptly disclose such matters to the University in writing. In the event that UNOAA so discloses any matters which make any of UNOAA's representations and warranties untrue in any material respect or in the event that the University otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of UNOAA's representations or warranties untrue in any material respect, the University shall have the right to elect in writing on or before Closing to (i) waive such matters and complete the transfer of the Property in accordance with the terms of this Agreement, or (ii) terminate this Agreement. The warranties and representations set forth in this

Section shall be deemed remade as of Closing and updated if necessary. The warranties and representations set forth in this Section shall survive the Closing and any expiration or termination of this Agreement for a period of one (1) year following the Closing or termination of this Agreement, as applicable.

10. No Assumption of Liabilities. The University shall not assume any obligations, liabilities, claims, demands, judgments, causes of action, assessments, indebtedness or accounts payable of UNOAA or the Property of any kind, nature or description whatsoever, except as otherwise provided in this Agreement, whether the same are accrued, absolute or contingent, known or unknown, direct or indirect. Effective as of the date of Closing, UNOAA shall indemnify, defend and hold the University harmless from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses that may be suffered or incurred by or asserted or awarded against the University arising out of or in connection with or by reason of: (i) any breach or default by Seller of any representations and warranties of UNOAA contained herein; and (ii) any liabilities, obligations, or indebtedness of UNOAA, whether relating to or in connection with UNOAA's use, possession, operation, repair or maintenance of the Property prior to the date of Closing or otherwise, including, without limitation, any property damage or injuries to persons, including death, caused by the occurrence of any event or the existence of any condition at the Property prior to the date of Closing. UNOAA's obligations under this Section shall survive Closing.

11. Inventory. All furniture, fixtures and equipment at the Property will become the property of the University at Closing.

12. Transfer Value. The Parties agree that the value of the Property at Closing is Three Million, Eight Hundred Forty-Five Thousand and No/100 Dollars (\$3,845,000.00) (the "Transfer Value").

13. UNOAA License. On and after the date of Closing, and for as long as the Facility is used as an alumni center that conducts outside events ("Alumni Activities"), UNOAA shall have a license, at no cost to UNOAA, for the use of one (1) office and storage space within the Facility of a size and in a location to be mutually agreed upon by the Parties. In addition, for as long as the Facility is used for Alumni Activities, UNOAA shall have the right to use the Facility for UNOAA meetings and events at no additional cost to UNOAA; provided, however, UNOAA's use must be scheduled with the University and will be subject to availability.

14. Facility Operations. On and after the date of Closing, the University will be solely responsible for operations of the Facility. For as long as the Facility is used for Alumni Activities, the Facility will continue to be called the "Thompson Alumni Center" and the naming of the rooms within the Facility will be retained. In the event the University determines that, in the University's sole discretion, a change in the use of the Facility is in the best interest of the University, the University will provide UNOAA with at least one hundred eighty (180) days' prior written notice prior to such change and the University and UNOAA will develop a comprehensive communications plan regarding future alumni center developments and the plan for interim office and event space for UNOAA on the UNO campus which will be provided to UNOAA at no cost to UNOAA

15. Annual Contributions. During each of the University's fiscal years from the date of Closing until substantial completion of a New Alumni Center (as defined below), at the request of UNOAA, the University will make an annual contribution of Fifty Thousand and No/100 (\$50,000.00) (each an "Annual Contribution") to be used for UNO alumni engagement or expenses related to planning the New Alumni Center (as defined below).

16. Alumni Center Advisory Committee. After Closing, the University and UNOAA will establish an Alumni Center advisory committee (the "Committee") that will meet periodically to discuss Facility operations and planning for a New Alumni Center (as defined below).

17. New Alumni Center. The University and UNOAA will agree on the location of a new facility to house UNOAA office space and events (the "New Alumni Center") as soon as reasonably possible after Closing. The Parties anticipate that the New Alumni Center will be located on the Scott Campus South of Center Street in the vicinity of Baxter Arena (the "South Scott Campus"). The University agrees to identify one or more potential locations for the New Alumni Center in the master plan for the South Scott Campus and to include the Committee in the master planning process. The Transfer Value, less the total of all Annual Contributions, will be applied by the University to either construction or rental of the New Alumni Center as UNOAA's sole contribution to the cost of construction or rental; provided, however, UNOAA will be responsible for all fixtures, furnishings and equipment in UNOAA's space in the New Alumni Center. UNOAA will coordinate with the University of Nebraska Foundation to support fundraising and secure private donations to fund the remainder of the New Alumni Center. The University will not commence construction of the New Alumni Center until all costs of construction and rental have been pledged. In the event the New Alumni Center has not reached substantial completion by the date that is ten (10) years after the Effective Date, the Parties agree to work in good faith to mutually agree upon a plan for the use of the remaining Transfer Value.

18. Binding Effect - Benefits. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

20. Further Assurances. Each of the Parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to either Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

agreements contained in this Agreement. The waiver by any Party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

26. Construction. The Parties hereto acknowledge and agree that each Party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the Parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any Party shall be drawn by the fact that one Party has drafted any portion hereof. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

27. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it is expressly agreed that any prior oral or written agreements between the parties hereto are superseded by this Agreement and are no longer of any effect whatsoever. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

28. Survival of Terms. The Parties' obligations under Sections 4, 5, 6, 9, 10 and 13 through 26, inclusive, shall survive Closing and shall remain in effect until the entire Transfer Value has been used or distributed as contemplated hereunder.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the Effective Date.

UNO ALUMNI ASSOCIATION
a Nebraska nonprofit corporation

By: _____
Name:
Title:

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA,
a public body corporate and governing body of the University of Nebraska at Omaha

By: _____
Walter E. Carter, President

Attest: _____
Stacia L. Palsler, Interim Corporation Secretary

EXHIBIT "A"
LAND

EXHIBIT "B"
OCCUPANCY/RENTAL AGREEMENTS

TO: The Board of Regents Addendum XI-C-1
Executive Committee

MEETING DATE: December 4, 2020

SUBJECT: Appoint the President of the University of Nebraska as “Designated Representative” to Nebraska Medicine

RECOMMENDED ACTION: Approve the appointment of the President of the University of Nebraska as the University’s “Designated Representative” in accordance with the Bylaws of the Board of Directors of the Nebraska Medicine Corporation with the requirement that agenda items of meetings of the Members of Nebraska Medicine will be provided to the Chair of the Board of Regents for advanced review.

PREVIOUS ACTION: December 5, 2019--The President of the University of Nebraska was delegated the authority to approve nominations for appointments to the Board of Directors of Nebraska Medicine at the annual Members meeting of Nebraska Medicine in 2019.

May 30, 2014--the Board of Regents authorized and directed the UNMC Chancellor to negotiate terms and conditions and execute agreements, notices, governance documents, approvals and other documents related to the governance, organization, management, and operation of the Clinical Enterprise and System Corporation. Pursuant to this authorization, among other documents, the Bylaws of the Nebraska Medicine Corporation (“Nebraska Medicine”) were executed in 2016. The two corporate Members of Nebraska Medicine are the Board of Regents of the University of Nebraska and Clarkson Regional Health Services, Inc.

EXPLANATION: Pursuant to *Section 2.02., Designated Representative*, of the Bylaws of the Nebraska Medicine Corporation, each Member of the Nebraska Medicine Corporation shall designate in writing one or more individuals to attend and vote at all meetings (regular and special), thereby acting on behalf of the Member. This item, if approved, appoints the President of the University to act as the “Designated Representative” of the University at meetings of the Members of Nebraska Medicine, with all authority as set forth in said *Section 2.02*. Such authority will be subject to prior review of agenda items of meetings of the Members of Nebraska Medicine by the Chair of the Board of Regents and any direction from or amendment or rescission of such authority by the Board of Regents. Otherwise, it is the intent that this delegation accompanies the office of President and is, therefore, a permanent delegation of authority to that office. Previous delegations of such authority, if any, are hereby rescinded.

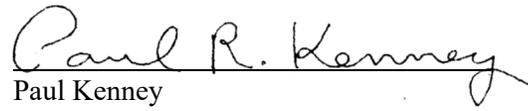
This item, when approved and delivered, shall serve as written notice to Nebraska Medicine of the Designated Representative.

This item has been reviewed by the Executive Committee; it also has been reviewed by the Academic Affairs and Business and Finance Committees.

SPONSOR:

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

RECOMMENDED:


Paul Kenney
Vice-Chair

DATE:

November 16, 2020

D. REPORTS

1. Quarterly Status report of Capital Construction Projects, Addendum XI-D-1
2. Bids and Contracts, Addendum XI-D-2
3. Naming of the Jack and Norma Mills Conference Room at the University of Nebraska at Kearney, Addendum XI-D-3
4. Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2020, Addendum XI-D-4
5. Approval of Intermediate Design Report for the Barkely Memorial Center Expansion and Renovation at the University of Nebraska-Lincoln (UNL), Addendum XI-D-5
6. Approval for the reallocation of funds exceeding \$250,000, Addendum XI-D-6
7. Naming of selected spaces within the Wigton Heritage Center at the University of Nebraska Medical Center, Addendum XI-D-7

TO: The Board of Regents Addendum XI-D-1

Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Quarterly Status of Capital Construction Projects

RECOMMENDED ACTION: Report

EXPLANATION: This is a summary report of projects included in the Quarterly Capital Construction Report required by state statute. Inclusion in the report commences with Board of Regents approval and ends one year following substantial completion.

The report fulfills the requirements of R.P.6.3.6.2.e and R.P. 6.3.6.4 and contains the campus and project name, designer and contractor, contracting method, contract status, stage of construction, and approved budget categories for the period ending September 30, 2020.

The report is available at:

<https://nebraska.edu/-/media/projects/unca/offices-policies/business-and-finance-office/docs/facilities/reports/2020-09-30quarterlystatusofcapitalconstructionprojects.pdf?la=en>

SPONSOR: Ryan Swanson
Associate Vice President for Facilities, Planning and Capital Programs

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

DATE: November 6, 2020

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2020

KEARNEY

Discovery Hall (LB957) Formerly Otto Olsen Replacement

| BoR Schedule Dates | | Contracts | | | | | | Approved Budget | | |
|------------------------|------------|------------|-----------------------|-----------|--------------|--------|-----------|--------------------------|-----------------------|--------------|
| Project Approved: | 1/27/2017 | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: | \$25,169,217 |
| Construction Start: | 5/30/2018 | | BCDM Architects | 4/18/2017 | \$1,458,000 | 0 | | A/E Consultant Selection | Non Construction: | \$4,830,783 |
| Construction Complete: | 10/31/2019 | 5/2/2020 | Hausmann Construction | 6/22/2018 | \$24,229,898 | 14 | \$261,599 | CM at Risk | Total Project Cost: | \$30,000,000 |
| Phase: Warranty | | | | | | | | | % funds expended: | 92% |
| | | | | | | | | | 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: | 1/27/2017 | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: | \$6,305,000 |
| Construction Start: | 8/28/2018 | | RDG Planning & Design | 2/8/2017 | \$545,000 | 3 | \$111,400 | 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: Warranty | | | | | | | | | % funds expended: | 89% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$1,000,000 |
| | | | | | | | | | State Appropriations | \$2,000,000 |
| | | | | | | | | | Revolving | \$4,800,000 |
| | | | | | | | | | Total Funding | \$7,800,000 |

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2020

LINCOLN

Barkley Memorial Center Expansion and Renovation (2019)

| BoR Schedule Dates | | Contracts | | | | | | Approved Budget | | |
|------------------------|--------------|------------|------------------------------------|----------|-----------|--------|----------|--------------------------|-----------------------|--------------|
| Project Approved: | | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: | |
| 12/5/2019 | | | | | | | | | \$8,206,000 | |
| Construction Start: | 11/30/2020 | | Alley Poyner Macchietto Architectu | | \$641,250 | 1 | \$18,000 | A/E Four Year Consultant | Non Construction: | \$1,794,000 |
| Construction Complete: | 6/30/2022 | | Beckenhauer Construction | 7/9/2020 | \$20,000 | 0 | | CM at Risk | Total Project Cost: | \$10,000,000 |
| Phase: | Construction | | | | | | | | % funds expended: | 3% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$10,000,000 |
| | | | | | | | | | Total Funding | \$10,000,000 |

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 | 4 | \$159,560 | A/E Consultant Selection | Non Construction: | \$5,623,000 |
| Construction Complete: | 11/30/2020 | 11/20/2020 | Sampson Construction Company | 8/26/2019 | \$15,779,000 | 5 | (\$1,178,543) | Low Responsible Bid | Total Project Cost: | \$22,500,000 |
| Phase: | Construction | | | | | | | | % funds expended: | 57% |
| | | | | | | | | | 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 | | | | | | | | | \$6,396,000 | |
| Construction Start: | 8/8/2018 | | HDR Architecture, Inc. | 10/20/2017 | \$600,000 | 3 | \$56,721 | A/E Four Year Consultant | Non Construction: | \$2,604,000 |
| Construction Complete: | 7/31/2019 | 8/15/2019 | Hampton Enterprises | 8/9/2018 | \$4,676,290 | 11 | \$755,437 | Low Responsible Bid | Total Project Cost: | \$9,000,000 |
| Phase: | Warranty | | | | | | | | % funds expended: | 93% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$9,000,000 |
| | | | | | | | | | Total Funding | \$9,000,000 |

Devaney Sports Center, Francis Allen Training Complex

| 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 | 0 | | A/E Consultant Selection | Non Construction: | \$2,493,000 |
| Construction Complete: | 12/1/2019 | 2/8/2020 | Hausmann Construction | 7/31/2018 | \$11,059,000 | 14 | \$25,914 | Low Responsible Bid | Total Project Cost: | \$14,076,000 |
| Phase: | Warranty | | | | | | | | % funds expended: | 97% |
| | | | | | | | | | 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 September 30, 2020

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 | 0 | | A/E Four Year Consultant | Non Construction: | \$562,000 |
| Construction Complete: | 8/31/2020 | 6/27/2020 | Cheever Construction | 12/17/2019 | \$2,103,000 | 1 | \$8,910 | Low Responsible Bid | Total Project Cost: | \$3,400,000 |
| Phase: | Warranty | | | | | | | | % funds expended: | 74% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Campus Funds | \$3,400,000 |
| | | | | | | | | | Total Funding | \$3,400,000 |

Kiewit Hall, Phase 2 College of Engineering Building

| BoR Schedule Dates | | Contracts | | | | | | | Approved Budget | |
|------------------------|-----------|------------|----------------------------|-----------|-------------|--------|---------|--------------------------|-----------------------|--------------|
| Project Approved: | | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: | |
| 10/25/2019 | | | | | | | | | \$68,859,000 | |
| Construction Start: | 3/31/2021 | | The Clark Enersen Partners | 5/13/2020 | \$5,700,000 | 0 | | A/E Consultant Selection | Non Construction: | \$16,141,000 |
| Construction Complete: | 6/30/2023 | | Kiewit Building Group | | | 0 | | CM at Risk | Total Project Cost: | \$85,000,000 |
| Phase: | Design | | | | | | | | % funds expended: | 2% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$85,000,000 |
| | | | | | | | | | Total Funding | \$85,000,000 |

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 | 0 | | A/E Four Year Consultant | Non Construction: | \$841,000 |
| Construction Complete: | 7/30/2020 | 9/8/2020 | Cheever Construction | 8/29/2019 | \$3,609,000 | 7 | \$97,921 | Low Responsible Bid | Total Project Cost: | \$5,000,000 |
| Phase: | Construction | | | | | | | | % funds expended: | 79% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$5,000,000 |
| | | | | | | | | | Total Funding | \$5,000,000 |

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: | 1/31/2020 | | Sinclair Hille Architects | 10/11/2017 | \$2,450,000 | 1 | \$307,846 | A/E Consultant Selection | Non Construction: | \$9,550,000 |
| Construction Complete: | 11/30/2021 | 4/17/2022 | Hausmann Construction | 1/30/2020 | \$28,541,600 | 1 | \$13,512 | Low Responsible Bid | Total Project Cost: | \$46,000,000 |
| Phase: | Construction | | | | | | | | % funds expended: | 12% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$6,000,000 |
| | | | | | | | | | State Appropriations | \$40,000,000 |
| | | | | | | | | | Total Funding | \$46,000,000 |

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2020

LINCOLN

Nebraska East Union Renovation

| | | | | | | | | | |
|-------------------------------|-----------|-------------------|-----------------------|-------------|---------------|---------------|----------------|---------------------------|----------------------------------|
| BoR Schedule Dates | | Contracts | | | | | | Approved Budget | |
| Project Approved: | 10/5/2017 | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: \$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 | 7 | \$22,533,028 | CM at Risk | Total Project Cost: \$28,595,000 |
| Phase: Warranty | | | | | | | | | % funds expended: 88% |
| | | | | | | | | Funding Source | |
| | | | | | | | | Campus Funds | \$7,100,000 |
| | | | | | | | | Auxiliary | \$1,100,000 |
| | | | | | | | | Campus Funds | \$1,995,000 |
| | | | | | | | | Revenue Bonds | \$18,400,000 |
| | | | | | | | | Total Funding | \$28,595,000 |

Nebraska Hall (LB957) East Enterprise Technology Services and Data Solutions Renovation

| | | | | | | | | | |
|-------------------------------|------------|-------------------|------------------------------|-------------|---------------|---------------|----------------|---------------------------|---------------------------------|
| BoR Schedule Dates | | Contracts | | | | | | Approved Budget | |
| Project Approved: | 2/7/2020 | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: \$3,276,000 |
| Construction Start: | 6/1/2020 | | The Clark Enersen Partners | | \$275,000 | 1 | \$9,530 | A/E Four Year Consultant | Non Construction: \$1,824,000 |
| Construction Complete: | 11/30/2020 | 12/12/2020 | Sampson Construction Company | 8/25/2020 | \$2,055,000 | 0 | | Low Responsible Bid | Total Project Cost: \$5,100,000 |
| Phase: Construction | | | | | | | | | % funds expended: 15% |
| | | | | | | | | Funding Source | |
| | | | | | | | | State Appropriations | \$5,100,000 |
| | | | | | | | | Total Funding | \$5,100,000 |

North Stadium Expansion (2019)

| | | | | | | | | | |
|-------------------------------|------------|-------------------|-----------------------|-------------|---------------|---------------|----------------|---------------------------|-----------------------------------|
| BoR Schedule Dates | | Contracts | | | | | | Approved Budget | |
| Project Approved: | 10/25/2019 | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: \$116,443,000 |
| Construction Start: | 6/1/2020 | | BVH Architects | 6/17/2020 | \$9,282,700 | 0 | | A/E Consultant Selection | Non Construction: \$38,557,000 |
| Construction Complete: | 4/1/2023 | | Hausmann Construction | 6/26/2020 | \$25,000 | 0 | | CM at Risk | Total Project Cost: \$155,000,000 |
| Phase: Design | | | | | | | | | % funds expended: 3% |
| | | | | | | | | Funding Source | |
| | | | | | | | | Revenue Bonds | \$50,000,000 |
| | | | | | | | | Private/Trust | \$105,000,000 |
| | | | | | | | | Total Funding | \$155,000,000 |

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2020

LINCOLN

Outdoor Track Replacement

| BoR Schedule Dates | | Contracts | | | | | Approved Budget | | | |
|------------------------|-----------|------------|----------------------------|-----------|-----------|--------|-----------------|--------------------------|-----------------------|--------------|
| Project Approved: | | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: | |
| 2/7/2020 | | | | | | | | | \$13,865,000 | |
| Construction Start: | 3/1/2020 | | The Clark Enersen Partners | 11/5/2019 | \$675,000 | 1 | \$129,000 | A/E Four Year Consultant | Non Construction: | \$2,635,000 |
| Construction Complete: | 3/31/2021 | | Contractor TBD | | | 0 | | Low Responsible Bid | Total Project Cost: | \$16,500,000 |
| Phase: | Design | | | | | | | | % funds expended: | 5% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$16,500,000 |
| | | | | | | | | | Total Funding | \$16,500,000 |

Scott Engineering Center Renovation & Link Replacement (LB957)

| BoR Schedule Dates | | Contracts | | | | | Approved Budget | | | |
|------------------------|--------------|------------|-----------------------|------------|-------------|--------|-----------------|--------------------------|-----------------------|--------------|
| Project Approved: | | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | Contracting Method | Construction: | |
| 8/3/2018 | | | | | | | | | \$65,355,000 | |
| Construction Start: | 6/17/2019 | | RDG Planning & Design | 11/30/2018 | \$5,651,000 | 0 | | A/E Consultant Selection | Non Construction: | \$10,101,000 |
| Construction Complete: | 9/16/2022 | 1/15/2023 | Hausmann Construction | 11/26/2018 | \$35,000 | 3 | \$61,099,918 | CM at Risk | Total Project Cost: | \$75,456,000 |
| Phase: | Construction | | | | | | | | % funds expended: | 20% |
| | | | | | | | | | 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 September 30, 2020

MEDICAL CENTER

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 | 10 | \$1,696,771 | 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 | 48 | \$10,954,389 | Low Responsible Bid | Total Project Cost: | \$121,801,000 |
| Phase: Warranty | | 4/28/2017 | Hausmann Construction | 1/10/2017 | \$1,794,000 | 4 | \$323,394 | Low Responsible Bid | % funds expended: | 96% |
| Funding Source | | | | | | | | | | |
| | | | | | | | | | Federal | \$16,931,000 |
| | | | | | | | | | Private/Trust | \$79,870,000 |
| | | | | | | | | | 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 | | | | | | | | | \$2,301,000 | |
| Construction Start: | | | Schemmer Associates, Inc. | 1/9/2018 | \$82,560 | 0 | | A/E Four Year Consultant | Non Construction: | \$324,574 |
| 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: Warranty | | | Patterson Dental Supply, Inc. | 11/6/2018 | \$631,275 | 0 | | Sole Source | % funds expended: | 84% |
| Funding Source | | | | | | | | | | |
| | | | | | | | | | Campus Funds | \$2,625,574 |
| | | | | | | | | | Total Funding | \$2,625,574 |

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 | |
| Construction Start: | 10/1/2018 | | RDG Planning & Design | 10/2/2017 | \$602,000 | 1 | \$164,000 | A/E Consultant Selection | Non Construction: | \$2,211,000 |
| Construction Complete: | 5/31/2020 | 3/15/2021 | Meco-Henne Contractors, Inc. | 12/4/2019 | \$9,321,000 | 4 | \$242,273 | Low Responsible Bid | Total Project Cost: | \$12,673,000 |
| Phase: Warranty | | | | | | | | | % funds expended: | 61% |
| Funding Source | | | | | | | | | | |
| | | | | | | | | | Private/Trust | \$2,673,000 |
| | | | | | | | | | State Appropriations | \$10,000,000 |
| | | | | | | | | | Total Funding | \$12,673,000 |

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2020

MEDICAL CENTER

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 | | | | | | | | \$23,856,000 | | |
| Construction Start: | 11/1/2018 | | HDR Architecture, Inc. | 10/13/2017 | \$1,018,500 | 0 | | A/E Consultant Selection | Non Construction: | \$7,552,000 | |
| Construction Complete: | 7/1/2021 | 1/12/2021 | Hausmann Construction | 2/26/2019 | \$19,730,000 | 7 | \$998,851 | Low Responsible Bid | Total Project Cost: | \$31,408,000 | |
| Phase: Construction | | | | | | | | | % funds expended: | 71% | |
| | | | | | | | | | | Funding Source | |
| | | | | | | | | | | Private/Trust | \$13,408,000 |
| | | | | | | | | | | State Appropriations | \$18,000,000 |
| | | | | | | | | | | Total Funding | \$31,408,000 |

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2020

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 | 1 | \$48,250 | A/E Four Year Consultant | Non Construction: | \$1,815,271 |
| Construction Complete: | 8/1/2020 | 8/5/2020 | Meco-Henne Contractors, Inc. | 10/9/2018 | \$6,020,000 | 12 | \$2,342,352 | Low Responsible Bid | Total Project Cost: | \$12,000,000 |
| Phase: | Warranty | | | | | | | | % funds expended: | 74% |
| | | | | | | | | | 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 | 5 | \$84,969 | A/E Four Year Consultant | Non Construction: | \$1,858,200 |
| Construction Complete: | 9/1/2019 | 8/24/2019 | Meyers-Carlisle-Leapley Constructio | 1/22/2018 | \$24,380 | 3 | \$9,627,975 | CM at Risk | Total Project Cost: | \$11,610,000 |
| Phase: | Warranty | | | | | | | | % funds expended: | 93% |
| | | | | | | | | | 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: | |
| 10/25/2019 | | | | | | | | | \$25,665,000 | |
| Construction Start: | 3/1/2021 | | Consultant TBD | | | 0 | | A/E Consultant Selection | Non Construction: | \$9,335,000 |
| Construction Complete: | 4/30/2023 | | Contractor TBD | | | 0 | | CM at Risk | Total Project Cost: | \$35,000,000 |
| Phase: | Planning | | | | | | | | % funds expended: | 2% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$35,000,000 |
| | | | | | | | | | Total Funding | \$35,000,000 |

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 | 4/30/2021 | Weitz Company, LLC | 8/7/2019 | \$12,000,000 | 4 | \$833,561 | Design-Build | Non Construction: | \$4,151,000 |
| Construction Complete: | 4/1/2021 | | | | | | | | Total Project Cost: | \$17,000,000 |
| Phase: | Construction | | | | | | | | % funds expended: | 46% |
| | | | | | | | | | 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 September 30, 2020

OMAHA

Munroe-Meyer Institute Facility Replacement (LB957)

| BoR Schedule Dates | | Contracts | | | | | Contracting Method | | Approved Budget | |
|-------------------------------|----------|-------------------|-------------------------------------|-------------|---------------|---------------|---------------------------|--------------------------|----------------------------|---------------------|
| Project Approved: | | Sub. Comp. | Provider | Date | Amount | CO No. | CO Amt. | | Construction: | |
| 10/25/2019 | | | | | | | | | \$46,398,688 | |
| Construction Start: | 6/1/2019 | | Altus Architectural Studios | 9/13/2018 | \$2,389,932 | 0 | | A/E Consultant Selection | Non Construction: | \$44,686,522 |
| Construction Complete: | 6/1/2020 | 1/27/2021 | Meyers-Carlisle-Leapley Constructio | 11/15/2019 | \$40,233,600 | 0 | | CM at Risk | Total Project Cost: | \$91,085,210 |
| Phase: Construction | | | | | | | | | % funds expended: | 73% |
| | | | | | | | | | Funding Source | |
| | | | | | | | | | Private/Trust | \$73,585,210 |
| | | | | | | | | | Auxiliary | \$5,000,000 |
| | | | | | | | | | Campus Funds | \$2,500,000 |
| | | | | | | | | | State Appropriations | \$10,000,000 |
| | | | | | | | | | Total Funding | \$91,085,210 |

TO: The Board of Regents Addendum XI-D-2

Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Report of Bids and Contracts

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended October 6, 2020.

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: November 6, 2020

| Type of Action | Campus | Description | Funding Source | Approved Budget Amount | Contract Amount | Contractor / Vendor | Bid Review or Explanation |
|--|---------------|---|-----------------------|-------------------------------|---|----------------------------|----------------------------------|
| Professional Services (Contract) | FMP/Utilities | Natural Gas Services for Non-Utility Plant Meters | Multiple | N/A | Approximately \$400k/year or \$2M (5 years) | Heartland Natural Gas, LLC | RFP# 3297-20-8000 |
| Contract | UNL | Convenience Store Food Products & Related Items | Multiple | N/A | Up to \$3.6 million among 2 awarded suppliers | Farner-Bocken Company | RFP# 3233-19-5010 |
| Contract | UNL | Convenience Store Food Products & Related Items | Multiple | N/A | Up to \$3.6 million among 2 awarded suppliers | Cash-Wa Distributing | RFP# 3233-19-5010 |
| Professional Services (Master Agreement) | UNL | Temporary Shuttle Bus Service | Multiple | N/A | Up to \$1,326,600 | Windstar Lines, Inc. | RFP 3321-20-7811 |

*Approved budget amount represents the entirety of the applicable budget lines.

TO: The Board of Regents Addendum XI-D-3

Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Naming of the Jack and Norma Mills Conference Room at the University of Nebraska at Kearney

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

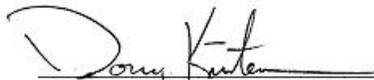
EXPLANATION: President Ted Carter and Chancellor Kristensen have approved the naming of Room 154 in the University of Nebraska at Kearney College of Education to the "Jack and Norma Mills Conference Room."

The proposed naming is in recognition of a generous donation to the University of Nebraska at Kearney from Jack and Norma Mills.

NU General Counsel has confirmed that pursuant to RP-6.2.7, subsection 4(c)(4) these namings comply with applicable policies, laws and regulations and pursuant to RP-6.2.7, subsection 4(c)(5) that these namings will not adversely affect existing or future tax-exempt bonds.

This item has been reviewed by the Business and Finance Committee.

SPONSOR: Jon C. Watts
Vice Chancellor for Business and Finance



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

APPROVED: 

Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

TO: The Board of Regents Addendum XI-D-4

Business and Finance Committee

MEETING DATE: December 4, 2020

RECOMMENDED ACTION: Report

SUBJECT: Report on the Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2020

PREVIOUS ACTION: March 29, 2019 – Report on the Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2019.

EXPLANATION: A report of uses of the Othmer-Topp Endowment Fund is required by the Board of Regents Policy 6.6.11. The following report is for fiscal years 2019 and 2020.

| Description | 12-Months Ended 06/30/2020 | 12-Months Ended 06/30/2019 |
|---|----------------------------------|----------------------------------|
| First Priority Expenditures | | |
| Othmer Professorship of Chemical Engineering | \$ 0 | \$ 0 |
| Mortgage Payment (Othmer Hall & Law Library) | 2,434,500 | 2,434,500 |
| Subtotal | 2,434,500 | 2,434,500 |
| Second Priority Expenditures | | |
| (a) Campus-wide graduate fellowships | \$ 672,603 | \$ 695,273 |
| (b) Distinguished Professorships | 307,211 | 309,138 |
| NEH Regional Humanities Center match | 81,124 | 64,408 |
| Academic Improvement Fund | | |
| Library Depository Project | 0 | 1,081 |
| Sheldon Museum Director's Travel Funds | 8,406 | 3,613 |
| Clifton Strengths Institute Start-Up Funds | 66,175 | 117,995 |
| State Museum 4 th Floor Project | 46,232 | 1,031,282 |
| UNL Honors Relocation | -79,804 | 79,804 |
| Subtotal | 1,101,946 | 2,302,594 |
| Costs of Operating the Endowment | | |
| Management fees to University of Nebraska Foundation as relevant to this report | \$3,226,831 | \$3,277,362 |
| Subtotal | 3,226,831 | 3,277,362 |
| Total | \$6,763,277 | \$8,014,456 |

- (a) In FY 2019-20, fellowships were newly awarded to 44 students from 23 different departments. There were 78 returning students for a total of 122 fellowships. Either a \$4,000 or an \$8,000 stipend is paid to supplement a departmental graduate teaching or research assistantship. The program remains at full implementation budgeted at \$750,000 annually.
- (b) In FY 2019-20, there were 25 Othmer chairs and professorships. Each requires an Endowed match and can only be awarded to attract a new faculty member to the campus.

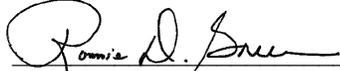
Continued funding of and implementation of current and future projects is dependent on the performance of the endowment. Future use of the Othmer-Topp endowment funds will continue to follow the principles that were set forth in prior years' reports.

This item has been reviewed by the Business and Finance Committee.

SPONSOR:

William J. Nunez
Vice Chancellor for Business and Finance

APPROVED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

November 6, 2020

TO: The Board of Regents Addendum XI-D-5
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Business and Finance Committee Approval of Intermediate Design Report for the Barkley Memorial Center Expansion and Renovation at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTION: On December 5, 2019, the Board of Regents approved the Program Statement for the Barkley Memorial Center Expansion and Renovation at UNL

EXPLANATION: Following is a summary of the Intermediate Design Report approved by the Business and Finance Committee:

University of Nebraska-Lincoln East Campus
Barkley Memorial Center Expansion and Renovation

| | |
|-----------------------------|-----------|
| Program Statement Approved: | 12/5/2019 |
| Intermediate Design Report: | 11/6/2020 |

| | <i>Program Statement</i> | <i>Intermediate Design</i> |
|--------------------------|--------------------------|----------------------------|
| Total Project Budget: | \$10,000,000 | \$10,000,000 |
| Construction Budget: | 8,206,000 | 8,206,000 |
| Non-Construction Budget: | 1,794,000 | 1,794,000 |
| NSF: | 59,448 | 34,180 |
| GSF: | 60,248 | 34,669 |
| Substantial Completion: | July 2022 | July 2022 |

SPONSOR: Ryan F. Swanson
Associate Vice President for Facilities, Planning and Capital Programs

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

DATE: November 6, 2020

TO: The Board of Regents Addendum XI-D-6
 Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Approval for the reallocation of funds exceeding \$250,000

RECOMMENDED ACTION: Report

PREVIOUS ACTION: August 11, 2017 – The Board of Regents approved the program statement and budget for the use of LB957 funds for the Wittson Hall/McGoogan Library Renovation project at the University of Nebraska Medical Center.

June 28, 2018 – The Board of Regents approved a scope and budget change of \$8,000,000 for the Wittson Hall Renovation Project to create the Wigton Heritage Center on the University of Nebraska Medical Center campus.

April 17, 2020 – The Board of Regents approved a budget change of \$4,660,000 and the sole source procurement of Dimensional Innovations for the Wittson Hall Renovation/Wigton Heritage Center Project on the University of Nebraska Medical Center campus.

July 10, 2020 – The Board of Regents approved a budget change of \$748,000 for the Wittson Hall Renovation/Wigton Heritage Center Project (P-16125) on the University of Nebraska Medical Center campus.

August 14, 2020 – The Board of Regents approved a budget change of \$748,000 for the Wittson Hall Renovation/Wigton Heritage Center Project (P-16125) on the University of Nebraska Medical Center campus.

EXPLANATION: Per RP-6.3.6.3.a., President Carter has approved a reallocation between the construction and non-construction categories for the Wittson Hall/Wigton Heritage Center project at the University of Nebraska Medical Center is seeking approval to reallocate \$1,223,122 from the non-construction category to the construction category of the project budget.

PROJECT COST:

| | Approved Budget P-16125 | Reallocations | TOTAL |
|----------------------------|------------------------------------|----------------------|----------------------|
| Construction Costs | \$ 23,856,000 | \$ 1,223,122 | \$ 25,079,122 |
| Non-Construction Costs | \$ 7,552,000 | (\$ 1,223,122) | \$ 6,328,878 |
| Total Project Costs | \$ 31,408,000 | \$ 0 | \$ 31,408,000 |

ON-GOING FISCAL
IMPACT:

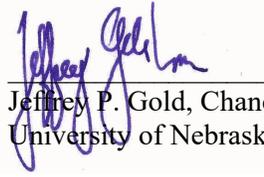
None

SOURCE OF FUNDS:

| | |
|--|---------------------|
| Original: State & University Funds (LB 957) | \$18,000,000 |
| Wigton Heritage Center: Private Donations | \$8,000,000 |
| North Plaza: Private Donations | \$1,000,000 |
| Exhibits: Private Donations (03/2020) | \$1,291,000 |
| Faculty Office: Private Donations | \$2,369,000 |
| <u>Exhibits: Private Donations (07/2020)</u> | <u>\$748,000</u> |
| Total | \$31,408,000 |

SPONSOR:

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



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

APPROVED:



Walter E. Carter, President
University of Nebraska

DATE:

November 6, 2020

TO: The Board of Regents Addendum XI-D-7
Business and Finance Committee

MEETING DATE: December 4, 2020

SUBJECT: Naming of selected spaces within the Wigton Heritage Center at the University of Nebraska Medical Center

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: President Carter and Chancellor Gold have approved the naming of the following spaces within the Wigton Heritage Center:

Donor: College of Medicine/ UNMC Science Research Fund
Description: Level 3 - Interactive Exhibit
Naming: UNMC History Gallery
Given by the Faculty and Staff of the UNMC College of Medicine

Donor: Dr. Dennis and Ann Ross
Description: Level 3 – Lobby
Naming: Dr. Dennis and Ann Ross Lobby

Donor: UNMC Alumni Association
Description: Level 4 – by Coffee Shop
Naming: In recognition of the contributions of all UNMC Alumni, proudly presented by the UNMC Alumni Association

Donor: College of Medicine Alumni Council
Description: Level 4 - Exhibit 4.2
Naming: Given by and in recognition of College of Medicine Alumni

Donor: Iota Benefit and Phi Rho Sigma Medical Society
Description: Level 4 - Exhibit 4.3
Naming: Given by Phi Rho Sigma Alumni Association-Iota Benefit

Donor: Sharon Bonham Holyoke
Description: Level 4 - Exhibit 4.9
Naming: In Memory of Edward A. Holyoke, MD PhD and Edward A. (Ted) Holyoke Jr., MD
Given by Sharon Bonham Holyoke, RN MSN

Donor: Drs. John F. and Virginia A. Aita
Description: Level 5 – Balcony
Naming: John A. Aita, M.D. Family Balcony

With the naming of these locations as stated above, the Board of Regents expresses its deepest gratitude and appreciation for the Donors' generous support to the University of Nebraska and UNMC.

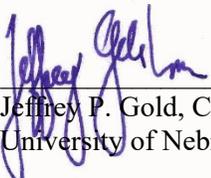
Under the Board of Regents Policy RP-6.2.7.3.b. the naming of a room or a small cluster of rooms or a small campus feature such as a garden,

footbridge, or landscaped area in honor of an individual, a family, or an organization shall be approved by the Chancellor responsible for such a Facility and the President. Such naming shall be reported to the Board of Regents.

This item has been reviewed by the Business and Finance Committee.

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Walter E. Carter, President
University of Nebraska

DATE: November 6, 2020

Lincoln, Nebraska
October 8, 2020

The Board of Regents of the University of Nebraska met on October 8, 2020, at 9:00 a.m. via videoconference at the Nebraska Innovation Campus Conference Center, 2021 Transformation Drive, Lincoln, Nebraska, in a publicly convened session. An additional meeting site will be provided by videoconference, also open to the public, at the Baxter Arena, 2425 South 67th Street, Omaha, Nebraska. The same being open to the public and having been preceded by advance publicized notice, a copies of which are attached to the minutes of this meeting as Attachment 1 and 2 (page 41-42).

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting, including Amendments to *Board of Regents Standing Rules* Sections 1.3 and 1.4, 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 September 24, 2020.

Regents present:

Timothy Clare
Howard Hawks
Elizabeth O'Connor
Bob Phares
Jim Pillen, Chairman
Robert Schafer
Barbara Weitz
Max Beal, University of Nebraska at Kearney
Veronica Miller, University of Nebraska-Lincoln
Thomas Schroeder, University of Nebraska Medical Center
Jabin Moore, University of Nebraska at Omaha

University officials present:

Walter E. Carter, President
Susan M. Fritz, Executive Vice President and Provost
Stacia L. Palser, Interim 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, Vice President for External Relations
James P. Pottorff, Vice President and General Counsel

Regent not present:

Paul Kenney, Vice Chairman

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. videoconference at these locations: Nebraska Innovation Campus Conference Center, 2021 Transformation Drive, Lincoln, Nebraska 68508 and Baxter Arena, 2425 South 67th Street, Omaha, Nebraska 68182. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

- Motion Moved by Clare and seconded by Schroeder to approve the minutes and ratify the actions of the regularly scheduled meeting on August 14, 2020.
- Action Student Opinion: Voting Aye: Miller, Moore, Schroeder, and Beal. Voting Aye: Hawks, O'Connor, Phares, Pillen, Schafer, Weitz, and Clare. Motion carried.

Chairman Pillen announced the location of the Open Meetings Act at each of the videoconference locations.

IV. KUDOS

Regent Weitz presented a KUDOS award to Heidi Haussermann, Assistant Director of Information Technology Client Services at the University of Nebraska at Kearney.

Regent Schafer presented a KUDOS award to Tony Rathgeber, Associate Director of Conference Services and Collaborations for Housing Conference Services at the University of Nebraska-Lincoln.

Regent Schroeder presented a KUDOS award to Kirk Grauf, Workstation Specialist III in Pediatrics Administration at the University of Nebraska Medical Center.

Regent Moore presented a KUDOS award to Shannon Teamer, Senior Director of Inclusion Programs and Services in the Division Student Success at the University of Nebraska at Omaha.

V. PRESENTATIONS

None

VI. HEARINGS

Amend Sections 1.3 and 1.4 of the Standing Rules The Board of Regents of the University of Nebraska.

VII. RESOLUTIONS

Regent Phares presented the following resolution

WHEREAS, Carmen K. Maurer has served as Corporation Secretary of the University of Nebraska since April 2011, managing meetings of the Board and its committees with professionalism and precision; and

WHEREAS, in addition to serving as Corporation Secretary, Carmen has served the University in the General Counsel’s office for almost twenty years, and as an advisor to the President since 2016; and

WHEREAS, during her time as Corporation Secretary, Carmen demonstrated a commitment to the effective and efficient operation of the Board; and

WHEREAS, Carmen freely gives of her time to mentor and share her extensive institutional knowledge, as well as volunteering tirelessly in her neighborhood and the Lincoln community; and

WHEREAS, Carmen has not only supported the University as an employee, but as a lifelong fan of Husker Athletics; and

WHEREAS, Carmen can always be relied upon for a thorough response grounded in uncommon common sense, measured and thoughtful advice, or an entertaining cat photo.

NOW, THEREFORE, BE IT RESOLVED, that the University of Nebraska Board of Regents expresses its sincere appreciation for the exemplary contributions of Carmen K. Maurer during her term of Corporation Secretary and wishes her well in the promising future that awaits her.

In the words of the late Walt Disney: “I do not like to repeat successes, I like to go on to other things.”

Resolution Adopted There being no objection, the above resolution was approved and adopted by the general consent of the Board.

VIII. PRESIDENT’S REMARKS

President Carter provided the Board with an update on the University’s COVID-19 response, the fall semester, and enrollment figures.

IX. PUBLIC COMMENT

Ms. Anna Krause spoke on the topic of divesting from fossil fuels.

Ms. Kathryn Woerner spoke on the topic of divesting from fossil fuels.

Ms. Brittni McGuire spoke on the topic of The University of Nebraska divesting from fossil fuels.

Mr. Lucas Rief spoke on the topic of University divestment from fossil fuels.

X. UNIVERSITY CONSENT AGENDA

Motion Moved by Phares and seconded by Clare to approve items X-A-1, X-A-2, X-A-3, X-A-4, and X-B-1

A. ACADEMIC AFFAIRS

University of Nebraska

- X-A-1 Approval to Award Degrees and Certificates for the 2020-2021 academic year and 2021 summer sessions at the University of Nebraska at Kearney
- X-A-2 Approval to Award Degrees and Certificates for the 2020-2021 academic year and 2021 summer sessions at the University of Nebraska-Lincoln
- X-A-3 Approval to Award Degrees and Certificates for the 2020-2021 academic year and 2021 summer sessions at the University of Nebraska Medical Center
- X-A-4 Approval to Award Degrees and Certificates for the 2020-2021 academic year and 2021 summer sessions at the University of Nebraska at Omaha

B. BUSINESS AFFAIRS

- X-B-1 Approval of amendments to the Standing Rules of the Board of Regents
- Action Student Opinion: Voting Aye: Moore, Schroeder, Beal, and Miller. Voting Aye: O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Hawks. Motion carried.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska at Kearney

- Motion Moved by Schafer and seconded by Miller to approve item XI-A-1
- XI-A-1 Approval to merge the Department of Family Studies in the College of Business and Technology and the Department of Counseling and School Psychology in the College of Education into a new Department of Counseling, School Psychology and Family Science to be housed in the College of Education at UNK
- Action Student Opinion: Voting Aye: Schroeder, Beal, Miller, and Moore. Voting Aye: O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Hawks. Motion carried.
- Motion Moved by Beal and seconded by Schroeder to approve item XI-A-2
- XI-A-2 Approval to create a Master of Science in Health Sciences in the Department of Biology in the College of Arts and Sciences at UNK
- There was discussion
- Action Student Opinion: Voting Aye: Beal, Miller, Moore, and Schroeder. Voting Aye: Phares, Pillen, Schafer, Weitz, Clare, Hawks, and O'Connor. Motion carried.

University of Nebraska-Lincoln

- Motion Moved by Hawks and seconded by Weitz to approve item XI-A-3
- XI-A-3 Approval to create a Master of Science in Supply Chain Management in the Department of Supply Chain Management and Analytics in the College of Business at UNL
- Action There was discussion
Student Opinion: Voting Aye: Miller, Moore, Schroeder, and Beal. Voting Aye: Pillen, Schafer, Weitz, Clare, Hawks, O'Connor, and Phares. Motion carried.

B. BUSINESS AFFAIRS

University of Nebraska

- Motion Moved by Phares and seconded by Moore to approve item XI-B-1
- XI-B-1 Approval of amendments to RP-5.9 of the *Policies of the Board of Regents* related to Student Fee Variances
- There was discussion, including proposed amendments to item XI-B-1
- Amended Motion Moved by Phares and seconded by Moore to approve, as amended, item XI-B-1
- Action Student Opinion: Voting Aye: Moore, Schroeder, Beal, and Miller. Voting Aye: Schafer, Weitz, Clare, Hawks, Phares, and Pillen. Motion carried. Voting No: O'Connor

University of Nebraska Medical Center

- Motion Moved by Weitz and seconded by Hawks to approve items XI-B-2 and XI-B-3
- XI-B-2 Authorize the President to approve change orders within the Board of Regents approved budget for the Wittson Hall/Wigton Heritage Center at the University of Nebraska Medical Center
- XI-B-3 Authorize the President to approve change orders within the Board of Regents approved budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center
- Action Student Opinion: Voting Aye: Schroeder, Beal, Miller, and Moore. Voting Aye: Weitz, Clare, Hawks, O'Connor, Phares, Pillen, and Schafer. Motion carried.

University of Nebraska at Omaha

- Motion Moved by Moore and seconded by Phares to approve item XI-B-4
- XI-B-4 Approve of the naming of the Rod Rhoden Business Innovation Center as part of the College of Business Administration's Mammel Hall at the University of Nebraska at Omaha, pursuant to *Board of Regents Policy* RP-6.2.7

Action Student Opinion: Voting Aye: Beal, Miller, Moore, and Schroeder. Voting Aye: Clare, Hawks, O'Connor, Phares, Pillen, Schafer, and Weitz. Motion carried.

C. REPORTS

XI-C-1 Quarterly Personnel Reports for the period April 1 through June 30, 2020 and FY 2020-21 University personnel salaries

XI-C-2 Leave of Absences approved during the period July 1, 2019 through June 30, 2020

XI-C-3 Review of Multi-Departmental Academic Centers for Research, Teaching and/or Service

XI-C-4 Change to the Spring 2021 Academic Calendar for University of Nebraska (NU) Campuses

XI-C-5 Revisions to the University of Nebraska Student Code of Conduct

XI-C-6 Status report of Six-Year Capital Plan

XI-C-7 Quarterly Status report of Capital Construction Projects

XI-C-8 Bids and Contracts

XI-C-9 Gifts, Grants, Contracts and Bequests accepted during the quarter April 1 through June 30, 2020

XI-C-10 Renewal of Property and Student Health Insurance Policies

Chairman Pillen accepted the reports on behalf of the Board.

XII. ADDITIONAL BUSINESS

Motion Moved by Clare and seconded by Miller that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 of the Revised Statutes of Nebraska 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 subjects:

- Discussion regarding of security personnel or devices; and
- Personnel matters involving members of the University staff.

Chair Pillen declared that the closed session would be strictly limited to a discussion of:

- Discussion regarding of security personnel or devices; and
- Personnel matters involving members of the University staff.

Action Student Opinion: Voting Aye: Beal, Miller, Moore, and Schroeder. Voting Aye: Clare, Hawks, O'Connor, Phares, Pillen, Schafer, and Weitz. Motion carried.

The Board went into closed session at 10:21 a.m. The Board reconvened the open meeting at 2:04 p.m.

XIII. ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Pillen at 2:05 p.m.

Respectfully submitted,

Stacia L. Palser
Interim Corporation Secretary

James D. Pillen, Chair

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 Thursday, October 8, 2020, at 9:00 a.m. via videoconference at the Nebraska Innovation Campus Conference Center, 2021 Transformation Drive, Lincoln, Nebraska. An additional meeting site will be provided by videoconference, also open to the public, at the University of Nebraska at Omaha, Baxter Arena, 2425 South 67th Street, Omaha, Nebraska.

In accordance with the requirements of Section 7.2 the Standing Rules of the Board of Regents and Section 1.11 of the Bylaws of the *Board of Regents*, notice is hereby given that at the above-described meeting, amendments to the Standing Rules shall be proposed, as indicated in the attached agenda item.

Information related to accessing this public meeting by electronic means and the balance of the meeting's agenda will be subsequently posted in accordance the law, the *Bylaws* and rules which govern the Board of Regents. When so posted, the full agenda for the meeting will be available by contacting the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, at corpsec@nebraska.edu or at <https://nebraska.edu/regents/agendas-minutes>

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: September 24, 2020

Stacia L. Palser
Interim 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

ATTACHMENT 2



NOTICE OF MEETING

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Dated: October 1, 2020

Stacia L. Palser
Interim 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